

RIGHT OF WAY EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into between
BOARD OF COUNTY COMMISSIONERS of Sheri-
dan County, Wyoming, as Grantors, and the Town of Clearmont,
a municipal corporation situate in Sheridan County, Wyoming,
as Grantee, witnesses the following understanding and agree-
ment between the parties, to-wit:

THAT GRANTORS, for and in consideration of One
Dollar (\$1.00) the receipt and sufficiency of which is hereby
acknowledged, together with other good, valuable and legal
consideration, as hereinafter provided, do hereby grant
and convey unto the said Grantee, its licensees, successors,
assigns and representaives, the following rights and right-
of-way easement or easements to be used in conjunction with
the construction, reconstruction, alteration, replacement
and maintenance of a sewage system in the Town of Clearmont
for the use of the public, and specifically the right to
lay, maintain, inspect, alter, repair, operate, protect, re-
move and relay a sewer line for the collection and trans-
portation of sewage, and such valves, fittings, fixtures,
equipment and appurtenances as may be necessary or conven-
ient for the operation of such sewer line or lines and
sewage system over, through and under the following describ-
ed real property belonging to said Grantors, and situate
in the Town of Clearmont, Sheridan County, Wyoming, to-wit:

A 20 feet wide easement for sewer main locat-
ed in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, T. 54 N., R.
79 W., Sheridan County, Wyoming, the center
line of which is described as follows:

Beginning at a point on the southerly line of New York Avenue of the Town of Clearmont, Wyoming, said point being located easterly 271.9 feet from the intersection of the easterly line of Water Street and the southerly line of said New York Avenue, thence S. 46° 30' W., 187.2 feet to a point.

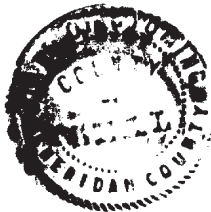
Together with all rights of ingress and egress necessary for the full and complete use of said easement as hereby granted, and all rights and privileges necessary and incident thereto, including the right to cut, trim, and remove trees, bushes, and all other obstructions or existing improvements which must be removed in the course of the construction work, or which otherwise interfere with Grantee's use as herein provided.

PROVIDED, HOWEVER, that Grantors shall have the right to fully use and enjoy said premises, except as the same may be necessary for the purposes herein granted to said Grantee, and to cultivate, plant and irrigate the same; but the Grantors agree not to build, create or construct any obstruction, works or other structure over said pipeline or lines, nor to permit the same to be done by others, except as may be agreed to in writing by the Grantee.

That the easement granted hereby shall be perpetual, and that the Grantors hereby release and waive, for the purpose of this grant, all rights under and by virtue of the Homestead and Homestead Exemption laws of the State of Wyoming.

AS FURTHER CONSIDERATION for the granting of said easement, the Grantee does hereby covenant and agree that it will pay such amounts, and perform such acts, and accept such judgment as shall forthwith be agreed upon between the parties hereto, either by negotiation between themselves, or by the mutual acceptance of an independent appraisal to be made by three appraisers, each party to designate one thereof and the two so designated to choose the third; or, if agreement between the parties cannot be reached by negotiation or appraisal, then as shall be adjudged by the District Court of Sheridan County, Wyoming.

WITNESS the execution of the foregoing agreement by the parties hereto on the 1 day of June, 1971.



Raymond Collins
Kenneth Thompson
William J. Taylor

GRANTORS

THE TOWN OF CLEARMONT, WYOMING



By Philip Schuman
Mayor

GRANTEE

Virginia E. Hudson
Town Clerk

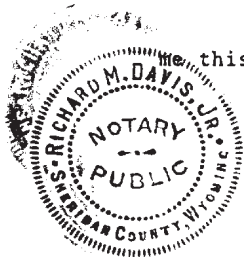
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STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before

me this 1 day of June, 1971.

WITNESS my hand and official seal.



Richard M. Davis
Notary Public

My Commission expires: April 7 1973.

THE STATE OF WYOMING,)
County of Sheridan) ss.

On this 1 day of June, 1971, before me personally appeared

Byron T. Collins, Kenneth Hawkins and William J. Laya

to me personally known, who, being by me duly sworn, did say that they are the members of the Board of
County Commissioners of Sheridan County, Wyoming, and that the seal affixed to said
instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said
County by authority of its Board of Commissioners and they acknowledged said instrument to be the free
and deed of said Board.

Given under my hand and official seal this 1 day of June, A. D. 19 71

Lucille Foltz, Clerk of Court
Deputy
Clerk of District Court.

My term of office expires on the 6 day of January, A. D. 19 75

