

RECORDED NOVEMBER 10, 1947, BK 68 PG 415  
NO. 285316, B. B. HUME, COUNTY CLERK

THIS AGREEMENT made and entered into this 7<sup>th</sup> day of September, 1947 by and between NED PILLEY and EVA C. PILLEY, husband and wife, hereinafter referred to as the parties of the first part; HOMER E. MILLER and THERESA L. MILLER, husband and wife, hereinafter referred to as the parties of the second part; and OSCAR A. LOFGREN and MARIE LOFGREN, husband and wife, hereinafter referred to as the parties of the third part, their heirs, executors, administrators and assigns,

WITNESSETH:--

That First Parties are the owners of Lot 9, Block 1, Grand View Addition to the City of Sheridan, Sheridan County, Wyoming, and have constructed at their expense and for their own exclusive and private use a sewer line as shown on the attached plat, marked Exhibit "A" and by reference incorporated herein and made a part hereof, running from their dwelling house as shown thereon and proceeding East on Heald Street to the connection "M.H." on Big Horn Avenue.

Third Parties constructed a dwelling house on the West 45 feet of the South 150 feet of Lot 11, Block 1 of the said Grand View Addition and with the permission of First Parties connected the sewer thereof to First Parties private sewer line on Heald Street. Said property was subsequently acquired and is now owned by Second Parties.

Third Parties are the owners of Lots 12 and 13 and that part of Lot 11 not sold to Second Parties, all being in the same Grand View Addition; that a duplex dwelling built by said Third Parties on said realty has been connected to First Parties private sewer line with the full consent of said First Parties.

It has been the understanding of the Second and Third Parties that all users of said sewer line bear a proportionate share of the expense of maintenance and cost of repairs or removal of obstructions from said private sewer line, in consideration of First Parties authority to connect therewith.

Now, Therefore, IT IS AGREED THAT:

I.

Any and all repairs hereafter made upon said sewer line, exclusive of connections therewith by these parties from their properties, that is to say, anywhere along the line "A-M.H.", as shown on the attached

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plat, shall be assessed pro-rata per front foot against the property bordering on said sewer line.

II.

None of the parties hereto shall ever obstruct said sewer in any manner, but shall keep the same open for the use of all parties interested therein.

III.

The expense of repairs on said sewer line shall be, and are hereby declared to be, a lien upon all the properties of the parties herein described; that such present owners and all subsequent owners are bound hereby as long as their respective properties are serviced by such sewer line. The recording of this document in the Office of the County Clerk and Ex-Officio Register of Deeds in and for the County of Sheridan, Wyoming, shall and does constitute notice to all subsequent purchasers that said land is bound to pay its cost of all future repairs on said sewer as provided herein, and that said sewer connection rights is an appurtenance running with the land.

IV.

Any future connections with said sewer line shall be only with the consent of these parties or their successors, in writing and upon the same terms.


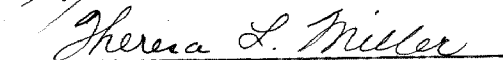
V.

Whenever the City of Sheridan, Wyoming, as a municipal corporation, permanently assumes the repair and maintenance of said sewer line, then this Agreement shall be deemed null and void and does not constitute any benefit running to the said City of Sheridan, Wyoming.

VI.

All these parties hereby waive all rights which they may have under and by virtue of the homestead exemption laws of this said state.

Dated at Sheridan, Wyoming on the day and year first above written.

PARTIES OF THE ~~FIRST~~ PART  
SECOND

Ned Pilley  
Eva C. Pilley

PARTIES OF THE ~~SECOND~~ PART  
~~FIRST~~

Oscar A. Lofgren  
Marie Lofgren

PARTIES OF THE THIRD PART

In the presence of:

[Signature]

STATE OF WYOMING )  
                          : SS  
COUNTY OF SHERIDAN)

On this 7<sup>th</sup> day of September, A.D., 1947, before me personally appeared NED PILLEY and EVA C. PILLEY, husband and wife; HOMER E. MILLER and THERESA L. MILLER, husband and wife; and OSCAR A. LOFGREN and MARIE LOFGREN, husband and wife; to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their own free act and deed, including release and waiver of right of homestead, the said wives having been by me fully apprised of their rights and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal the day and year in this certificate first above written.



[Signature]  
NOTARY PUBLIC

My commission expires the 20th day of May, 1950.

NED PILLEY 145 W. HEALD

LDT-9, BLOCK 1, GRANDVIEW ADDITION

CHAS. BOSEN — PLUMBER

MEASURED AND INSPECTED BY E.C. WILLIM, G.C. HOLLO AND D.H. BENTSEN  
APRIL 18, 1934

CITY BOOK No. 33-B, PAGE 42.

