

AGREEMENT

This agreement is entered into by Raymond J. Stephenson and Estella Stephenson, husband and wife, ("Stephenson") and the Town of Ranchester, a Wyoming municipal corporation ("Town").

THE PARTIES AGREE AS FOLLOWS:

1. Stephenson shall execute and deliver to Town the Easement in the form attached as Exhibit A.
2. Town will permit Stephenson to make one (1) three-quarter inch (3/4") diameter tap to the Town's water distribution system and one (1) four inch (4") tap to the Town's sanitary sewer system without charging any plant investment fee or hookup fee. Stephenson's connection to the sewer and water system shall be made by reputable, qualified persons at his expense in accordance with good construction practices and the ordinances of the Town and all applicable statutes, rules and regulations of any governmental agency. After connection to the water and sewer systems of the Town, Stephenson shall pay the applicable water and sewer rates for usage of the water and sewer systems.
3. This agreement shall be binding upon the successors and assigns of the parties.

DATED this 6th day of September, 1994.

Raymond J. Stephenson
Raymond J. Stephenson

Estella Stephenson
Estella Stephenson

TOWN OF RANCHESTER

By: Brad Lanka
Mayor

ATTEST:

Tim L. Lays
Clerk

STATE OF WYOMING

COUNTY OF SHERIDAN

)
) ss.
)

The foregoing instrument was acknowledged before me this 6th day of September, 1994 by Raymond J. Stephenson and Estella Stephenson, husband and wife.
WITNESS my hand and official seal.

Lonnie J. Frischi
Notary Public

My Commission Expires: October 15, 1997

STATE OF WYOMING

COUNTY OF SHERIDAN

)
) ss.
)

The foregoing instrument was acknowledged before me this 6th day of September, 1994 by Brad Lanka, Mayor of the Town of Ranchester.
WITNESS my hand and official seal.

Lonnie J. Frischi
Notary Public

My Commission Expires: October 15, 1997

EASEMENT

For value received, Raymond J. Stephenson and Estella Stephenson, husband and wife, ("Grantors") of Sheridan County, Wyoming grant and convey to the Town of Ranchester, a Wyoming municipal corporation, whose address is P. O. Box 236, Ranchester, Wyoming 82839 ("Town") its successors and assigns, a perpetual easement to install, construct, reconstruct, alter, operate, maintain, inspect, repair and remove utilities, including, without limitation, water and sewer lines and mains and electric distribution systems, street lighting, communication systems, and fire hydrants and other equipment and appurtenances as may be necessary or convenient for the operation of the utilities with the right of ingress and egress to and from the same and a perpetual easement to construct and maintain an alleyway for access purposes for the Town on, over, under, through and across the following described land situate in Sheridan County, Wyoming:

The south 20 (twenty) feet and the west 10 (ten) feet of that certain tract of land described by Warranty Deed filed in Book 229, Page 105 of Deeds (Instrument No. 733899), located in the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 18, Township 57 North, Range 85 West of the Sixth Principal Meridian, Sheridan County, Wyoming, all in accordance with that certain map of survey, attached hereto and made a part hereof, containing 16,586 square feet, more or less.

Grantors warrant that they have good, marketable title to the lands which are affected by this easement free and clear of all encumbrances and that they have full power and authority to grant this easement to the Town. Grantors release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 7th day of September, 1994.

Raymond J. Stephenson
Raymond J. Stephenson

Estella Stephenson
Estella Stephenson

STATE OF WYOMING)
COUNTY OF SHERIDAN) ss.

The foregoing instrument was acknowledged before me this 7th day of September, 1994 by Raymond J. Stephenson and Estella Stephenson, husband and wife.

WITNESS my hand and official seal.

Lorna J. Fischer
Notary Public

My Commission Expires: October 15, 1997

Exhibit "A"