

## **AGREEMENT CREATING UTILITY EASEMENT**

THIS AGREEMENT, entered into between **REEDO LLC, a Wyoming limited liability company**, whose address is PO Box 105 Dayton, WY 82836 (hereinafter "Grantor"), and the **TOWN OF DAYTON, Wyoming**, whose address is PO Box 100, Dayton, Wyoming 82836 (hereinafter "Grantee"). In consideration of the mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

### **1. CONVEYANCE OF EASEMENT**

Grantor hereby grants, bargains, sells and conveys to Grantee an easement for utility installation and surface appurtenances, together with a right-of-way within said easement, and the right to excavate for, construct, install, repair, maintain, replace and use said easement as Grantee shall from time to time elect over property owned by Grantor, said easement being more particularly described as follows:

**A utility easement located in the SE1/4NE1/4 of Section 32, T57N, R86W of the 6<sup>th</sup> Principal Meridian, Sheridan County, Wyoming, said easement lying 15.00 feet northerly and westerly of the following described line:**

**Beginning at the southeasterly corner of the tract of land described in Sheridan County Deed Record Book 504 on Page 416, said point being on the westerly right of way line of Smith Street, Town of Dayton, Wyoming; thence S55°53'W, 118.3 feet; thence S39°26'W, 247.2 feet to the point of ending, lengthening or shortening the sidelines of said easement to intersect property boundary lines.**

### **2. EASEMENT TO RUN WITH LAND**

This grant of easement shall be appurtenant to and run with the land and shall be binding on and inure to the benefit of the parties hereto, their heirs, successors or assigns in perpetuity.

### **3. GRANTOR'S RESERVATION OF RIGHTS**

Grantor reserves the right to use the above-described easement for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted, provided that Grantor shall not erect or construct any building, structure, or other improvements, or drill or operate any well, or construct any other obstruction on or within said easement.

#### **4. GRANTEE'S RESPONSIBILITIES**

Grantee agrees that it will restore the surface of Grantor's land, including the reseeded and replanting of grass or other growing crops, for all disturbances caused by Grantor's excavation, construction, installation, repair, maintenance, replacement or other use of said easement.

Dated this 15<sup>th</sup> day of Sept., 2010.

## GRANTOR

**REEDO LLC**

By: Daniel P. Dowdy  
Daniel P. Dowdy, Manager

TOWN OF DAYTON

By: Robert L. Wood  
Mayor

State of Wyoming )  
County of Sheridan )ss

The foregoing instrument was acknowledged before me by Daniel P. Dowdy, Manager of REEDO LLC, this 15 day of Sept., 2010.

Witness my hand and official seal.



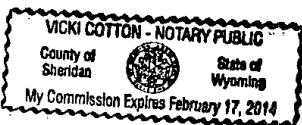
Jacki Collins  
Notary Public

My Commission Expires Feb 17, 2014

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The foregoing instrument was acknowledged before me by Robert L. Wood, Mayor of Dayton, this 15 day of Sept, 2010.

Witness my hand and official seal.



Siaki Collon  
Notary Public

My Commission Expires Feb 17, 2014

EXHIBIT OF:  
UTILITY EASEMENT 196  
LOCATED WITHIN  
SE1/4NE1/4 SECTION 32,  
T57N, R86W, 6TH P.M.,  
SHERIDAN COUNTY, WYOMING



SCALE : 1" = 100'

