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RIGHT OF WAY EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into between Joe G. Achenbach and Pauline Achenbach, husband and wife, of Sheridan County, Wyoming, as Grantors, and the Town of Dayton, a municipal corporation situate in Sheridan County, Wyoming, as Grantee, witnesses the following understanding and agreement 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 representatives, 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 Dayton for the use of the public, and specifically the right to lay, maintain, inspect, alter, repair, operate, protect, remove and relay a sewer line for the collection and transportation of sewage, and such valves, fittings, fixtures, equipment and appurtenances as may be necessary or convenient for the operation of such sewer line or lines and sewage system over, through and under the following described real property belonging to said Grantors, and situate in the Town of Dayton, Sheridan County, Wyoming, to-wit:

A 20 foot wide strip of land located in the Town of Dayton, Wyoming, 10 feet on each side of a center line more particularly described as follows:



Beginning at a point on the North line on the South one-half of Lot No. 4 of Block No. 4 of the Henry Croghan Addition, said point also being located 33 feet North and 561 feet West more or less of the Southeast corner of said Lot No. 4; thence South 20°26' West, 141 feet more or less to a point on the South line of the North one-half of Lot No. 6 of said Block No. 4, said point also being located 33 feet South and 606 feet West more or less from the Northeast corner of said Lot No. 6.

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 23 day of January, 1969.

Joe G. Achenbach  
Pauline Achenbach

GRANTORS

THE TOWN OF DAYTON, WYOMING

By Harman Northrup  
Mayor

GRANTEE



STATE OF WYOMING

County of Sheridan

ss.

The foregoing instrument was acknowledged before me this

23 day of January, 1969.

Witness my hand and official seal.



Janet Catterall  
Notary Public

My Commission expires: 5/20/70




STATE OF WYOMING  
County of Sheridan

ss.

The foregoing instrument was acknowledged before me this  
23 day of January, 1969, by Herman G. Northrup, Mayor of the  
Town of Dayton, Wyoming.

Witness my hand and official seal.

  
Notary Public

My Commission expires: 5/20/70

