

AGREEMENT CREATING SEWER LINE EASEMENT

THIS AGREEMENT, entered into between **Barbara D. Ransbottom and Wayne L. Ransbottom, as Trustees, and their successors in trust, of The Barbara D. Ransbottom Revocable Trust, dated December 27, 2007**, whose address is 716 S. Bridge Street, Dayton, WY 82836, (hereinafter "Grantor"), and **Clarence W. Switzer**, whose address is 721 S. Bridge Street (AKA 830 Main St), Dayton, WY 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 an underground sewer pipeline together with a right-of-way Ten Feet (10') either side of the sewer pipeline, and the right to excavate for, construct, install, repair, maintain, replace and use such pipeline as Grantee shall from time to time elect over property owned by Grantor, said easement being more particularly described as follows:

See attached Exhibit "A"

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 for so long as the Grantee maintains said waterline easement for the purpose of transporting sewer water through the pipeline to the Town of Dayton sewer water system on the effective date hereof.

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 or structure, or drill or operate any well, or construct any other obstruction on or within said easement, but may pave the existing gravel surface.

This Easement is also subject to known preexisting grants of easements and uses as noted below:

- A. Easement as granted to U.S. West Communications, Inc., a Colorado corporation for the telecommunications facilities and incidental purposes as contained in instrument recorded September 10, 1993 in Book 361 of Deeds, Page 43; and,
- B. Agreement Creating Water Line Easement to the Town of Dayton recorded January 5, 2011, Book 522, Page 465.

C. This Easement also crosses a water line, telephone line and cable television cable owned by Grantor and buried under the driveway in the East Thirty Feet (30') of the South One Hundred Feet (100') of Block 5 of the Henry Croghan Addition.

4. GRANTEE'S RESPONSIBILITIES

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

Dated this 12th day of December, 2017.

GRANTOR

The Barbara D. Ransbottom

Revocable Trust, dated, December 27, 2007

By: Barbara D. Ransbottom, as trustee

Barbara D. Ransbottom, Trustee

By: Wayne L. Ransbottom, Trustee

Wayne L. Ransbottom, Trustee

GRANTEE

By: _____

Clarence W. Switzer

By: _____

State of Wyoming)

)

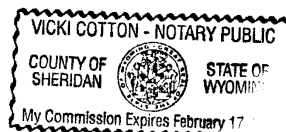
County of Sheridan)

On this 12 day of December, 2017, before me personally appeared Barbara D. Ransbottom and Wayne L. Ransbottom, to me personally known, who, being by me duly sworn, did say that they are the Trustees of the Barbara D. Ransbottom Revocable Trust, that this instrument was signed on behalf of the Trust, that the Trustees had the authority under the terms of the written trust instrument, and that the Trustees acknowledged the instrument to be the free act and deed of the Trust.

Witness my hand and official seal.

Notary Public Vicki Cotton

My commission Expires: 2/17/18





2017-739286 12/12/2017 11:06 AM PAGE: 3 OF 4
BOOK: 571 PAGE: 96 FEES: \$21.00 PK AGREEMENT - LEGAL
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT "A"

Ten feet (10') either side of a line over the existing sewer line beginning at a point described as Fifteen Feet (15') North of the intersection of a boundary line running north/south and described as N 02 degrees 47' 16" E, 130.02' and the boundary line running east/west described as N 86 degrees 58' 20" W, 153.18' and ending at a point Fifteen Feet (15') North of the intersection of a boundary line running north/south described as S 01 degrees 58' 13" W, 373.61' and S 87 degrees 09' 22" E, 153.19'.

