

RIGHT OF WAY EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into between Wesley E. Winters and Elva Winters, husband and wife, of LOS ANGELES, County, State of CALIFORNIA, and Larry E. Markley and Catharine Markley, husband and wife, of LAKE County, State of ILLINOIS, as grantors, and the City of Sheridan, a municipal corporation, situate in Sheridan County, Wyoming, as grantee, witnesses the following understanding and agreement between said parties, to-wit:

THAT GRANTORS, for and in consideration of One Dollar (\$1.00) and other good, valuable and legal consideration, as hereinafter provided, do hereby grant and convey unto the said grantee, its licensees, successors, assigns and representatives, a temporary right-of-way easement to be used in conjunction with the construction, alteration and replacement of that portion of Marion Street, upon which the property hereinafter described abutts, in order to furnish a proper and adequate approach to the new Fifth Street Bridge over Big Goose Creek, and which easement shall be over and across the following described real property belonging to said Grantors, and situate in Sheridan County, Wyoming, to-wit:

The East 10 feet of Lot 2, Block 22, Sheridan Land Company's First Addition to the Town, now City, of Sheridan, Wyoming, containing 2,000 square feet, more or less.

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 otherwise interfere with the grantee's use as herein provided. That such easement shall continue in force until such time as said construction work has been completed and accepted by the City of Sheridan, at which time said easement shall terminate.

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THAT GRANTEE, as further consideration for the granting of said easement, 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 negotiations 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 for Sheridan County, Wyoming.

WITNESS the execution of the foregoing Agreement by the parties hereto on the 4th day of OCTOBER, 1966,

Wesley E. Winters
Wesley E. Winters

Elva Winters
Elva Winters

Larry E. Markley
Larry E. Markley

Katharine Markley
Katharine Markley
(Grantors)

THE CITY OF SHERIDAN, WYOMING

BY: W. A. Williams Jr.
Mayor
(Grantee)

ATTEST: [Signature]
City Clerk
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS



The foregoing instrument was acknowledged before me this 4th day of OCTOBER, 1966, by Wesley E. Winters and Elva Winters.

Witness my hand and official seal.

David G. Courtney DAVID G. COURTNEY
Notary Public

My Comm. expires: 11-16-68

STATE OF Illinois)
COUNTY OF Lake) SS

The foregoing instrument was acknowledged before me this 4th day of Oct, 1966, by Larry E. Markley and Katharine Markley.

Witness my hand and official seal.

Robert B. Barth
Notary Public

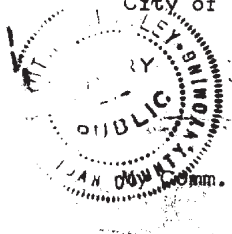
My Comm. expires: Aug-24-1969



STATE OF WYOMING)
COUNTY OF SHERIDAN) SS

The foregoing instrument was acknowledged before me this
4th day of December, 1966, by N. A. Nelson, Mayor of the
City of Sheridan, Wyoming.

Witness my hand and official seal.



[Signature]
Notary Public

My Commission expires: My Commission expires January 6, 1969