

306

RECORDED MAY 20, 1993 BK 358 PG 306 NO 138318 RONALD L. DAILEY, COUNTY CLERK
AGREEMENT FOR SEWER LINE EASEMENT

Agreement made the 18th day of May, 1993, between B and K Partnership, hereinafter referred to as the First Adjoining Owner, which expression shall be deemed to include its heirs and assigns, and Richard D. Hall, trustee of the Richard D. Hall Revocable Trust created on the 26th day of October, 1992, with Richard D. Hall as principal beneficiary, hereinafter referred to as the Second Adjoining Owner, which expression shall be deemed to include his heirs and assigns.

Whereas, the First Adjoining Owner is the owner in fee simple of a certain parcel of land described as follows:

The Southeasterly 40 feet of Lot 12, Block 4, South Park Addition;

Whereas, the Second Adjoining Owner is the owner in fee simple of a certain other parcel of land described as follows:

Lot 11 and the Northwesterly 10 feet of Lot 12, Block 4, South Park Addition;

Whereas, there is an existing sewer service extending through the Northwesterly 10 feet of Lot 12 to the City sewer line under Coffeen Avenue, and the parties hereto desire that the Southeasterly 40 feet of Lot 12 have access to said City sewer line through a four inch sewer service located where the existing sewer line is located on the Northwesterly 10 feet of Lot 12;

Whereas, the First Adjoining Owner needs an easement across the property of the Second Adjoining Owner for the purpose of such sewer access;

Whereas, the Second Adjoining Owner desires to construct one or more buildings, sidewalks, and other improvements over the surface of the easement area; and

Whereas, installation of a sleeve for the sewer line would facilitate replacement or repair of the sewer line without damage to such structures as the Second Adjoining Owner may place upon the surface of the easement area;

It is hereby agreed as follows:

1. In consideration of the sum of Ten dollars and other consideration paid by the First Adjoining Owner to the Second Adjoining Owner, the receipt whereof is hereby acknowledged, the Second Adjoining Owner hereby conveys to the First Adjoining Owner an easement seven feet in width along the Southeastern edge of the Northwesterly 10 feet of Lot 12 of Block Four, South Park Addition, for the construction, maintenance and use of a four inch sewer line.

2. Said sewer line shall be sleeved for a minimum distance of 47 feet, and shall be constructed of either six or eight inch schedule 80 or C-900 PVC piping.

3. Upon completion of said construction and installation of the sleeve, the area of the above-described easement shall be restricted to the diameter of the inside portion of the sleeve along that portion of the easement through which the sleeve runs. The remaining length of the easement shall remain seven feet in width.

4. Installation of the above-described sewer line and sleeve shall be at the sole expense of the First Adjoining Owner.

5. Any and all cost of repair and maintenance of the sewer line and sleeve shall be paid by the First Adjoining Owner.

6. Repairs shall be completed promptly by the First Adjoining owner.

7. The Second Adjoining Owner shall have no duty to share in the cost of repair and maintenance of the sewer line and sleeve, except for the right of recovery by one owner from the other for negligence resulting in damage to the others' property.

8. The rights and obligations of the First Adjoining Owner under this Agreement shall be appurtenant to the land and shall pass to such Owner's successors in title.

9. Costs of reasonable repair and maintenance, together with interest, shall be a charge on the First Adjoining Owner's property above-described and shall be a continuing lien upon said property.

10. Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled arbitration in

accordance with the Rules of the American Arbitration Association,
and judgment upon the award may be entered in any court having
jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands
this 18th day of May, 1993.

E and K PARTNERSHIP

By: Vernon Kluck
Vernon Kluck, a Partner

By: Garen Emrick
Garen Emrick, a Partner

RICHARD D. HALL REVOCABLE TRUST

By: Richard D. Hall
Richard D. Hall, Trustee

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this
18th day of May, 1993, by Vernon Kluck and Garen Emrick, for
and on behalf of E and K Partnership.

WITNESS my hand and official seal.



E. Marie Wright
NOTARY PUBLIC

My Commission Expires: June 25, 1995

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

On this 18th day of MAY, 1993,
personally appeared before me, E. Marie Wright, a
Notary Public within and for the aforesaid County and State,
Richard D. Hall, being known to me to be the said Richard D. Hall,
and after being duly sworn upon oath, he did acknowledge that he
was the Trustee of The Richard D. Hall Revocable Trust created on
the 26th day of October, 1992, that the instrument herein was
signed on behalf of said Trust by the authority vested in him under
the terms of the written trust instrument, and that the same is the
free act and deed of said Trust.

WITNESS my hand and official seal.

E. Marie Wright
Notary Public

My Commission Expires: 6-18-96

