

William B. Sargent and Dorthy Sargent

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FEE \$ <u>3.00</u>	COUNTY CLERK
SUBLETTE COUNTY PIKE & HIGHWAY	

Project No. ARE 5187 (FH 3-3(1))  
 Road Forest Boundary-East  
 County Sublette

## MEMORANDUM OF AGREEMENT

THIS INDENTURE OF AGREEMENT entered into this 2nd day of August,

A. D., 19 61, by and between William B. Sargent and Dorthy Sargent, husband and wife, % Rim Station, Pinedale, Wyoming

hereinafter referred to as the Landowner or Grantor, and the WYOMING STATE HIGHWAY DEPARTMENT, acting by and through its RIGHT OF WAY DIVISION, hereinafter referred to as the Department or Grantee.

WITNESSETH: that

WHEREAS, the Department is desirous of securing certain real property shown on the engineering plans, a copy of which has been submitted to and received by the Landowner, for the purpose of constructing a public highway thereon; and

WHEREAS, the Landowner holds free and merchantable title to the said real property; and

WHEREAS, the Landowner has agreed to convey the said real property to the Department; and

WHEREAS, the Department has prepared a Warranty Deed with a legal description of said real property being derived from the said engineering plans and the Landowner has signed, executed and delivered the same; the said property being described as follows:

A parcel of land in Section 32, T.37N., R.111W. of the 6th P.M., Wyoming, containing 0.6 acres, more or less, all more particularly described by the accompanying Warranty Deed.

It is understood and agreed that immediate possession of the above described property and the right to enter thereon is hereby granted, as of the date of this Agreement, to the Department, its duly authorized agents, and contractors.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, the parties hereto agree in addition to the covenants, provisions, terms, conditions and considerations specified and agreed to in the Warranty Deed, to the following terms, conditions and considerations, to wit:

- (1) It is understood and agreed that the Landowners will pay all property taxes for the current year and all preceding years/
- (2) It is understood and agreed that the right of way will be fenced with standard 4-wire fence preliminary to grading on any one section of roadway.
- (3) It is understood and agreed that fencing falling within the right of way and belonging to the Landowner will be removed and stockpiled adjacent to the right of way by the BPR, its agents or contractors.
- (4) It is understood and agreed that there will be constructed an approach road Rt. of Station 1566+65, more or less, with a 12 foot cattleguard and Texas type gate.
- (5) It is understood and agreed that the considerations stated herein is full compensation for land and damages and satisfies all claims for the construction of said project.
- (6) It is understood and agreed that a parcel of the present right of way situate in the E½ of Section 32, T.37N., R.111W. of the 6th. P.M., Wyoming, being 15 feet in width, approximately 700 feet in length, and adjacent to a tract of land on the northerly side of the present right of way, which tract is owned by said Landowners, be with-drawn from the right of way for the sole and express use of said Landowners their heirs and assigns. Said 15 foot strip to begin at the SE corner of said tract and terminate at the Forest Boundary.
- (7) It is understood and agreed that the Landowners grant permission to the Department, Bureau of Public Roads, and their agents and contractors, to construct a road outside the right of way on the southerly side thereof between stations 1565+00 and 1567+00 as same is shown on the official plans for the above-mentioned project, which plans have this day been examined by us. This permit includes the right of ingress and egress, and also the right