

WATER AND POWER-LINE AGREEMENT

THIS AGREEMENT, made and entered into this 11<sup>th</sup> day of January, A.D. 1955, by and between Iva Hazel Richards, a single woman of Sheridan County, Wyoming, hereinafter referred to as the Party of the First Part; and, Paul E. Livingston and Nell McKinley, co--partners, doing business as "Sheridan Sand and Gravel Company", of the same place, hereinafter referred to as the Party of the Second Part;

WITNESSETH: That,

WHEREAS, the First Party is the fee simple owner of the following described real property, situate in Sheridan County, Wyoming, south of the City of Sheridan, and which real property joins real property owned by the Second Party:

Parcel #1--All that portion of the North One Hundred Fifty (150) feet of Lot three (3), Section Two (2), Township Fifty Five (55) North, Range Eighty Four (84) West of the Sixth Principal Meridian Sheridan County, Wyoming, lying east of the East bank of Little Goose Creek; and including any and all improvements situate thereon or thereunto belonging.

Parcel #2--That Part of Lot 3 of Section 2, Township 55 North, Range 84 West of the 6th P.M., described as follows:

Commencing at a point on the West right of way line of the State Highway 33 feet west and 150 feet South from the Northeast corner of said Lot 3, thence South 44 feet, thence West 417.4 feet, thence South 417.4 feet, thence west 861.3 feet to the West line of said Lot 3, thence North to a point 150 feet South of the North line of said Lot 3, and thence East to the point of beginning; and,

WHEREAS, the Second Party is engaged in the business of producing, washing and selling sand and gravel on their said adjoining real property; and, to carry on said sand and gravel business, and in particular, the washing of said sand and gravel, it is necessary for the Second Party to have a supply of water, which Second Party takes out of Little Goose Creek at what is known as the "junction" of Little Goose Creek and the waste drain from U. S. Highway 87, situate in the Southwest portion of the above described lands and premises owned by the First Party; that said water is removed from said Little Goose Creek by an electrically operated irrigation pump and transmitted through about 1200 feet of four and three inch

water line which lies on the ground, along the East side of said Little Goose Creek and along the North line fence of the lands owned by said First Party; that also paralleling said water line along the said North line fence, is a return flume where the waste water from said gravel washing operations flows back into Little Goose Creek; that also located on the lands and premises of the First Party, is a power line on two poles, for the purpose of transmitting electrical energy to said water pump; and,

WHEREAS, in consideration of said First Party permitting said Second Party to lay its water line and power transmission line along, over and across the real property hereinbefore described, owned by said First Party, said Second Party verbally agreed that the First Party would have the right to remove water from said water line for irrigation purposes at all times when said Second Party was not using said water line for the purpose of carrying on said Second Party's gravel washing operations; and, that said Second Party would pay all expenses in connection with the operation and maintenance of said water line and power line, including the cost of electrical energy needed to operate said irrigation pump; and, that said First Party would have the right to remove water from said water line at two outlets to be designated by said First Party; that up to the date of this written agreement, said First Party has only removed water from one outlet; and,

WHEREAS, said Parties of the First and Second Part now desire to reduce their verbal agreement to writing and to make said Agreement binding upon their respective heirs at Law, administrators, executors or successors in interest,

NOW THEREFORE, in consideration of the foregoing, and of the mutual covenants and agreements hereinafter contained, it is agreed as follows:

The Parties hereto admit and acknowledge that they did verbally agree regarding said water line and power line as hereinbefore set out; and, said Parties do further agree, in consideration of the

foregoing, that in the event that the Second Party sells their said sand and gravel business, that the provisions of this Agreement shall be binding upon their successors in interest and their heirs at Law, executors and administrators, and the same shall be likewise binding upon the heirs at Law, successors in interest, executors and administrators of said First Party.

IT IS FURTHER UNDERSTOOD AND AGREED, that in the event that said Second Party or their successors in interest shall discontinue operating said sand and gravel business, and as a consequence thereof, will have no further need for the pipe, power line, pump and electrical motor used in connection with the operation of said pump, that said First Party, her successors, heirs at Law, executors and administrators, shall have the right to purchase all of said equipment for a sum of money to be agreed upon by three appraisers, one to be appointed by the First Party or her successors in interest, and one to be appointed by the Second Party or their successors in interest, and said two appraisers so appointed, shall appoint the third appraiser.

IT IS FURTHER UNDERSTOOD AND AGREED, that should the First Party desire to place another outlet in said water line, that the same may be installed at the expense of the said First Party.

IT IS FURTHER UNDERSTOOD AND AGREED, that on any occasion when said Second Party deems it advisable to suspend their ordinary and usual gravel washing business, occasioned by a seasonal shut-down or other cause, said First Party shall have a right to use all of said facilities for irrigation purposes with the understanding that said First Party will reimburse the Second Party for any and all electrical energy used in connection with the operation of said electrical motor, used in connection with the operation of said irrigation pump; and, in the fall of the year when said water cannot be used for irrigation purposes, said Second Party will be responsible for the draining of said water pumping system and pipes to prevent freezing and damage to the same.

IT IS FURTHER UNDERSTOOD AND AGREED, that the Second Party will, at all times, be responsible for the maintenance and repair of said water and pumping system, and shall keep the same in a good and workable state of repair.

IT IS FURTHER UNDERSTOOD AND AGREED, that in the event either the First or Second Party Lease their respective premises and business to any other person, firm or corporation, that all of the provisions of this Agreement shall be binding upon the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate copies on the date first above written.

Iva Hazel Richards  
Party of the First Part

[Signature]  
Witness

Emil E. Livingston  
Nell McKinley  
Party of the Second Part

[Signature]  
Witness

STATE OF WYOMING     )  
County of Sheridan    ) ss.

Before me, a Notary Public in and for the above County and State, on this 11<sup>th</sup> day of January, A.D. 1951, personally appeared before me Iva Hazel Richards, a single woman, Emil E. Livingston and Nell McKinley, personally known to me to be such persons, and acknowledged to me that they signed the within and foregoing Agreement of their own free will and accord, for the uses and purposes therein set forth.

[Signature]  
Notary Public

My Commission expires on the 9<sup>th</sup> day of December, A.D. 1958.