

Given under my hand and Notarial Seal, this 23rd day of Febr., A.D. 1911.

J. S. Le Page,

Notary Public.

RIGHT OF WAY CONTRACT

OF P. S. Brockway & Wife
to City of
Sheridan, for Water Pipe Line,
1911.
Filed at 9:00 A.M.
Mar. 29, 1911,
No. 41125

RIGHT OF WAY CONTRACT.

THIS AGREEMENT, made this 20th day of February, A.D. 1911, by and between D. S. Brockway and his wife, Rosa E. Brockway, of Sheridan County, Wyoming, parties of the first part, and the City of Sheridan, Sheridan County, a municipal corporation of the State of Wyoming, party of the second part,

WITNESSETH:

That the parties of the first part hereby grant, warrant, and convey to the party of the second part, a perpetual right of way ten feet wide across the lands and premises of the parties of the first part, for water supply pipe line or lines to be laid by the City of Sheridan, the official survey of which right of way is now on file in the office of the City Engineer of said City, the center line of which is as follows: beginning at a point 1083.75 feet south and 20 feet west of the northeast corner of the Northwest Quarter of the Northeast 1/4 Quarter (NW-1/4 NE-1/4) of Section Thirty-three (33), Township Fifty-six (56) North and Range Eighty-Four (84) West of the Sixth Principal Meridian; thence running north 360 feet more or less, to the intersection of the County Road, together with the right of ingress, egress and regress over, across, and upwaste the right of way for the purpose of inspecting, maintaining, enlarging, tapping, or extending said water supply pipe line or laying any other supply pipe along the same, or doing any work or acts whatsoever in connection with the water system of the City of Sheridan. The parties of the first part hereby release and waive any rights which they may have under and by virtue of the homestead and exemption laws of the State of Wyoming.

The party of the second part hereby agrees that a permit shall be issued to the said D. S. Brockway upon his application to grant a right to tap said water supply pipe line of the party of the second part, under the supervision of the Water Commissioner of the City of Sheridan, with a three-fourths inch tap and convey water from said tap to his residence, which said water so obtained by the said D. S. Brockway through the said tap shall be used for domestic purposes only at his said residence and upon the payment of one-half more per month while the same is used by him than is required to be paid by similar water users within the corporate limits of the City of Sheridan.

It is understood and agreed, however, between the parties hereto that the party of the second part reserves the right at any time should the supply of water become inefficient to supply the residents of the said City, to cut off the water from the tap of the said D. S. Brockway temporarily until the water supply becomes adequate for the said City. The parties of the first part further agree to comply with all the rules and regulations with reference to the use of the water by the residents of the City of Sheridan which are now in force or may hereafter be enacted.

IN WITNESS WHEREOF, the parties of the first part have hereunto subscribed their hands and the party of the second part has caused this instrument to be executed by its Mayor and attested by its Clerk and the seal of the City to be hereunto affixed, this 3rd day of March A.D. 1911.

D. S. Brockway

Rosa E. Brockway

Witness:

Frank M. Downer Jr.

Mayor of said City.

Clerk of said City

The State of Wyoming,)
County of Sheridan,) ss.

I, Frank M. Downer, a notary public in and for said County, in the State aforesaid, do hereby certify that D. S. Brockway and Rosa E. Brockway, his wife, personally known to me as the persons whose names are subscribed to the annexed deed, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument in writing as their free and voluntary act and deed, including the release and waiver of the right of homestead.

And I further certify that Rosa E. Brockway wife of the said D. S. Brockway, was by me first duly examined separate and apart from her said husband, in reference to the signing and acknowledging of said instrument deed, the nature and effect of said deed being explained to her by me, and that she being fully apprised of her right and of the effect of signing and acknowledging the said deed, did sign the same while so separate from her said husband, and did then acknowledge that she freely and voluntarily signed and acknowledged the same, including the release and waiver of the right of homestead.

My commission expires on the 14 day of November, 1914.

Given under my hand and Notarial seal, this 3rd day of February, 1911.

(Seal)

Frank M. Downer

Notary Public.