

A G R E E M E N T

THIS AGREEMENT, made and entered into this 27th day of May, 1938, by and between Margaret L. Waltner, of Sheridan County, Wyoming, hereinafter called First Party, and the City of Sheridan, a municipal corporation, of Sheridan County, Wyoming, hereinafter called Second Party.

WITNESSETH:

WHEREAS, First Party is the owner of what is known as Pioneer Water Mill situate on the real property hereinafter described, together with all appurtenances thereto, including a water right from the waters of Big Goose Creek, together with a mill race for carrying the said waters from the point of diversion to the place of use in said Pioneer Water Mill, and

WHEREAS, Second Party, with the approval and consent of First Party, desires to change the channel of said Big Goose Creek from its present location to a proposed location described as follows, to-wit:

DESCRIPTION OF CENTER LINE OF PROPOSED CHANNEL

Beginning at a point in the center of Big Goose Creek on the south line of Lot E, Farnham Addition to the Town, now City of Sheridan, said point being South $39^{\circ} 40'$ West, 276 feet more or less from a point on the north line of Lot 1, Block 2, Alger Addition to the Town, now City of Sheridan which point is East 19 feet from the northwest corner of said Lot 1; thence North $39^{\circ} 40'$ East, 388.4 feet; thence along a 16-degree curve to the right 308.3 feet; thence North $89^{\circ} 00'$ East, 465.3 feet; thence along a 30-degree curve to the left, 180 feet more or less to a point in the center of Big Goose Creek,

and

WHEREAS, in making said proposed change the point of diversion of the waters appropriated by First Party's predecessors will be changed, the mill race of First Party will be used and other lands of First Party more particularly described hereinafter will be traversed by the said proposed new channel and the lands of the First Party will be further affected by the establishment of a new right-of-way for street purposes traversing the

land of First Party, and

WHEREAS, it is the desire of the parties hereto that First Party convey to Second Party a perpetual easement over, upon and across the lands of First Party for said purposes.

NOW, THEREFORE, in consideration of the premises First Party does hereby convey and grant to Second Party a perpetual easement over, upon and across the lands of First Party, particularly described as follows:

A tract of land situated in Lots 1 and 2 and also situated in a tract of land lying between said Lot 2 and the east line of Marion Street of Rhodes Farm Addition to the Town, now City of Sheridan, more particularly described as follows :

Beginning at a point on the east line of said Marion Street, said point being North 201.3 feet from the north line of Lot A of Farnham Addition to the Town, now City of Sheridan;
Thence North $89^{\circ} 00'$ East, 85 feet to a point;
Thence to the left on a curve with a radius of 236.5 feet to a point on the north line of said Lot 1;
Thence westerly along the north line of said Lots 1 and 2 and tract lying between Lot 2 and Marion Street to a point on the east line of Marion Street;
S $0^{\circ} 29' E$ Thence $80^{\circ} 39'$ East, 51.1 feet more or less along the East line of Marion Street to the point of beginning.

A tract of land situated in Lot 1 of Block 2 of Alger Addition and in Lot E of Farnham Addition to the Town, now City of Sheridan, more particularly described as follows:

Beginning at a point on the north line of said Lot 1, said point being east, 19 feet from the northwest corner of said Lot 1;
Thence east along the north line of said Lot 1, 105.5 feet;
Thence south $39^{\circ} 40'$ West, 276 feet more or less to the south line of said Lot E;
Thence west along the south line of said Lot E, 178 feet;
Thence north $39^{\circ} 40'$ East, 276 feet more or less to the north line of said Lot E;
Thence east along the north line of said Lot E, and the north line of said Lot 1, 72.5 feet to the point of beginning.

including specifically the right, privilege and easement in perpetuity to enter thereon and to construct thereon an adequate channel to carry the waters of Big Goose Creek in accordance with the proposed new channel therefor and the right of ingress, egress or regress to, over and upon the

lands above described for the purpose of constructing, operating, repairing and maintaining the said channel or creek bed.

First Party further grants to Second Party the right and privilege of removing any and all dams, sluice boxes, headgates and other equipment now used by First Party in diverting First Party's waters at the present point of diversion and hereby agrees and consents that the point of diversion of said waters be changed in conformity with the proposed change of said channel.

First Party further grants and conveys to Second Party and to the public a perpetual easement and right-of-way, over, across and upon the lands of First Party described as follows, to-wit:

A strip of land for street purposes situated in Lot 2 and also situated in a tract of land lying between said Lot 2 and the east line of Marion Street of Rhodes Farm Addition to the Town, now City of Sheridan, more particularly described as follows:

Beginning at a point on the east line of said Marion Street, said point being north along the east line of said Marion Street, 134.2 feet from the north line of Lot A of Farnham Addition to the Town, now City of Sheridan;

Thence north along the east line of said Marion Street, 71.8 feet;

Thence in a southeasterly direction 216.5 feet more or less to a point on the north line of Dow Street, said point being east 144.6 feet from the said east line of Marion Street;

Thence west along the said north line of Dow Street 65.0 feet;

Thence in a northwesterly direction 119.0 feet more or less to the point of beginning.

Also a tract of land situated in the south half of the northeast quarter (S½NE¼) Section 27, Township 56 North, Range 84 West, more particularly described as follows:

Commencing at a point which is 178.2 feet east and 254 feet south of the northwest corner of Lot 2, Rhodes Farm Addition to the Town, now City of Sheridan, said point being the southwest corner of a certain tract described on Page 27 in Book of Deeds, Number 38, on file in the County Clerk's Office, said point being also the northwest corner of Lot B of Farnham Addition to the Town, now City of Sheridan as subdivided:

Thence east 154' more or less to the west bank of Big Goose Creek;
 Thence northwesterly along said bank 40 feet more or less to a point on the north line of said south half of the Northeast quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) Section 27;
 Thence south 89° 00' West along said north line 141 feet more or less to the west line of the said certain tract described on page 27 in Book of Deeds, Number 38;
 Thence south 35.5 feet more or less to the point of beginning.

The above described tract being all of the land situated south of the south line of the Pioneer Water Mill buildings extended and north of the north line of said Lot B of Farnham Addition between Alger Street, as platted on said Farnham Addition subdivisions, and Dow Street as platted on Grinnell Addition to the Town, now City of Sheridan,

for perpetual use as a public street.

First Party expressly reserves to herself, her heirs, assigns, executors and administrators, the title to said lands and it is expressly understood and agreed and made a part of the consideration hereof that upon the abandonment of said channel or said public street the easement hereinabove granted shall terminate and all proprietary rights to the lands hereinabove described shall revert to the heirs, successors or assigns of First Party.

In consideration thereof Second Party agrees that as soon as practicable said Second Party shall enter upon the construction and work required to change said channel and will diligently prosecute said work to completion with as little inconvenience to First Party's lands and mill business as practicable. It is

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understood and agreed however that before said construction may be started rights-of-way and easements from other land owners affected by said proposed change of channel and street must be secured and until the same shall have been secured Second Party shall not be required to enter upon said work.

Second Party further agrees to complete said work without expense to First Party and to provide in said work proper dams, sluices, headgates, and equipment to supply at a new point of diversion, to be selected by the parties hereto, the same flow of water from Big Goose Creek as is now provided by the present facilities of the First Party at the present point of diversion.

Second Party further agrees that it will save First Party, her heirs, successors and assigns, harmless from any assessments of any character by reason of the said proposed change of channel and establishment of said new public street including specifically assessments for construction of said public street, curbs, gutters, sidewalk or pavement thereon or adjacent thereto, it being the intention of the parties that First Party, her heirs, successors and assigns, shall be relieved of any expense whatsoever for improvements placed upon said street or occasioned by the said change of channel and establishment of street.

It is further agreed and understood that should Second Party by any circumstance beyond its control be unable to accomplish the said change of channel, establishment of streets or work hereinabove contemplated, then and in that event the rights-of-way and easement herein granted shall revert to First Party, her heirs, successors and assigns.

Second party agrees to provide at its own expense sufficient power to operate first party's mill during the time first party's water supply is cut off by the work contemplated.

IN WITNESS WHEREOF the parties have hereunto set their
hands and seals this 27 day of May, 1938.

Witness to the mark
of Margaret L. Weltner,

*A. R. Livick and
Chas. Cooley*

Margaret L. Weltner,
her X mark,
Party of the First Part.

City of Sheridan, a municipal
corporation,

By *C. W. Orr*
Mayor

A. R. Livick
Attest: SEAL
City Clerk

A. R. Livick and
Commissioner
Party of the Second Part.

State of Wyoming,)
County of Sheridan.) SS.

On this 27 day of May, 1938, before me personally
appeared Margaret L. Weltner, a single woman, to me known
to be the person described in and who executed the foregoing
instrument, and acknowledged that she executed the same as
her free act and deed.

Given under my hand and Notarial seal, the day and year
in this certificate first above written.



Chas. Cooley
Notary Public.

My commission expires My Commission expires January 16, 1940