

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, Made and entered into this 6th day of May, 1950, by and between J. Paul Wilson and Paul C. Wilson of the County of Sheridan, State of Wyoming, parties of the first part, and the Town of Dayton, a Municipal Corporation of Sheridan County, State of Wyoming, party of the second part, WITNESSETH:

THAT For and in consideration of the sum of One Dollar (\$1.00), and other valuable consideration to the parties of the first part in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, the parties of the first part do hereby grant to the party of the second part, its successors and assigns, a right of way as hereinafter described to construct, maintain, repair, replace and operate a water pipe or water pipes and flow line, with necessary valves, vaults, manholes, ventilators, service and auxiliary pipes and appurtenances in, through and across the following described tracts of land situate, lying and being in the County of Sheridan, State of Wyoming, to-wit:

(DESCRIPTION OF PROPERTY)

West side of old abandoned County Road.

Henry Croghan Pts Its 2-3-4 Blk 4

AID, It is hereby mutually covenanted and agreed by and between the parties hereto as follows:

- (1) That the right of way hereby granted is for a sub-surface right for the construction of a water main or conduit and service or auxiliary pipes, and the use of the surface of the ground only for manholes, ventilators, etc., and to maintain, repair, replace and operate said conduit, with the right of ingress and egress over said line for said purposes.
- (2) That the party of the second part, its successors and assigns shall save and keep the said parties of the first part harmless from all damage caused by the construction and maintenance of said conduit; that is to say, that after said conduit is constructed the surface of the ground shall be restored to its natural condition, as far as may be, and that thereafter, in case of repairs or replacements of said conduit any damage shall be paid by the party of the second part to the parties of the first part, their successors and assigns.
- (3) The parties of the first part shall have the undisturbed use of the surface of the ground except as herein provided.
- (4) The parties of the first part shall not erect or place any buildings or plant trees on said right of way.
- (5) That in constructing, maintaining, repairing, replacing and operating the said conduit the party of the second part may use, occupy and drive over the land hereby granted or otherwise use the same for the purposes herein stated.

(8) In case the party of the second part, its successors or assigns, shall abandon the right of way herein granted, and cease to use the same for the purpose and under the conditions herein set forth, all right, title and interest thereunder of the said party of the second part, its successors or assigns, shall cease and terminate, and shall thereupon revert to the portion of the first part, their successors or assigns.

It is hereby agreed that the parties hereto have executed this Agreement in duplicate on the day and date first mentioned.

Paul Wilson
Frank C. Wilson
Witness to the first part

Witness to the second part: Kat. G. G. G.

Witness to the third part, a limited corporation

G. W. La Touche Mayor.



Witness to the fourth part: Kat. G. G. G.

Witness to the fifth part: Paul Wilson & Frank C. Wilson
Witness to the sixth part: Paul Wilson & Frank C. Wilson
Witness to the seventh part: Paul Wilson & Frank C. Wilson
Witness to the eighth part: Paul Wilson & Frank C. Wilson
Witness to the ninth part: Paul Wilson & Frank C. Wilson
Witness to the tenth part: Paul Wilson & Frank C. Wilson

Witness to the eleventh part: Paul Wilson & Frank C. Wilson



Kat. G. G. G.

Witness to the twelfth part: Paul Wilson & Frank C. Wilson