

RIGHT OF WAY AGREEMENT

This agreement, made and entered into this 14th day of October, 1949, by and between George L. Morrison and wife, Andrea H. Morrison, of the County of Sheridan, State of Wyoming, parties of the first part, and the State of Wyoming, acting through and by the State Board of Charities and Reform, 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, namely the right and privilege to connect to the sanitary sewer line of the State of Wyoming with a sanitary sewer line or lines presently serving four cottages on the lands of the party of the first 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 sanitary sewer line, with necessary valves, manholes, treatment plant and appurtenances in, through and across the following tract of land situate, lying and being in the County of Sheridan, State of Wyoming, to-wit:

A strip of land 20 feet in width situated in the NW $\frac{1}{4}$ , NE $\frac{1}{4}$  and SW $\frac{1}{4}$  NE $\frac{1}{4}$  Section 10, T. 55 N., R. 84 W., of the Sixth Principal Meridian, said strip of land being 10 feet each side of the following described center line; except as herein after stated.

Beginning at a point South 0° 05' East 784' feet and South 74° 28' East 61.4 feet of the North one quarter corner of said Section 10, said point of beginning being on the East right of way line of the Sheridan - Big Horn County Road; thence South 74° 28' East 636 feet; thence a strip of land 40' wide being 30 feet wide on the South side and 10 feet on the North side of the following described line; South 85° 45' East 110 feet, thence South 86° 45' East along the center line of a strip of land 20 feet wide 290 feet; thence South 40° 58' East along the center line of a strip of land 20 feet wide 285.8; thence due South along a strip of land 100 feet wide being 381 feet West of the line and 64 feet East of the line for a distance of 135', thence South 42° 33' East along the center line of a strip of land 20 feet wide 92 feet more or less to the line between the SW $\frac{1}{4}$  NE $\frac{1}{4}$  and SE $\frac{1}{4}$  NE $\frac{1}{4}$ , Section 10, T. 55N. R. 84W.

The above described strip of land contains 1.01 acres more or less.

And, 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 sanitary sewer line, and the use of the surface of the ground only for valves, manholes, treatment plant, etc. and to maintain, repair, replace and operate said sanitary sewer line with the right of ingress and egress over said line for such 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 sanitary sewer line; that is to say, that after said sanitary sewer line 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 sanitary sewer line any damage done 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, structures of any kind except fences or plant trees on said right of way.

*(Signature)*

NUNE  
(10)

For  
Morrison  
Ranch

(not yet  
platted)  
3-27-18



655  
(5) That in constructing, maintaining, repairing, replacing and operating the said sanitary sewer line and plant 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.

(6) 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 parties of the first part, their successors and assigns.

In Witness whereof the parties hereto have executed this agreement in triplicate on the day hereinabove first mentioned.

WITNESSED BY:

E. L. Sullivan

George L. Morrison

E. L. Sullivan

Andrea H. Morrison  
PARTIES OF THE FIRST PART

State of Wyoming acting by and through  
the State Board of Charities and Reform

BY

[Signature]  
Secretary

PARTY OF THE SECOND PART

STATE OF WYOMING )  
                          ) ss.  
County of Sheridan)

On the 14th day of October, 1949, before me, the undersigned Notary Public in and for the State of Wyoming, personally appeared George L. Morrison and his wife Andrea H. Morrison, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed for the interest and purpose herein set forth.

Given under my hand and notarial seal the day and year in the certificate above written.

Leona B. Gille  
NOTARY PUBLIC

My commission expires \_\_\_\_\_ My Commission expires Oct. 26, 1953

