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B. B. Stone
recorded

RECORDED MAY 8, 1957. DE 119 P. 380
FO. 401328. B. B. STONE, COUNTY CLERK

RIGHT-OF-WAY AGREEMENT

This Agreement made and entered into this 25th day of April, 1957, by and between Waldon R. Adamson and Ethel Mock Adamson, husband and wife, First Parties, and the Town of Dayton, a municipal corporation of Sheridan County, Wyoming, hereinafter referred to as the Town, Second Party,

WITNESSETH:

WHEREAS, the predecessors in interest of First Parties did make and deliver unto the Town a right of way deed for the construction of a water line in about 1907 and said water line must be salvaged and a new one laid, and

WHEREAS, the parties do now desire to make and enter into a new agreement respecting their rights to the new water line and salvage of the old water line,

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, it is agreed:

1.

That the First Parties do by these presents hereby grant unto the Town a right of way to construct and maintain a sub-surface water line through and across the following described tracts of land, insofar as they own said tracts, situated in Sheridan County, Wyoming, to-wit:

The Southwest quarter of the Southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$), the Northeast quarter of the Southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$), in Section 31, Township 57 North, Range 86 West of the Sixth Principal Meridian.

The exact location of the pipe line within the above described tracts shall be mutually agreed upon by the parties hereto and the Town shall be entitled to so much of the land as may be necessary for the construction and laying out of said line and for the repair and maintenance of same.

2.

It is agreed that the First Parties shall have the right to connect their private line, heretofore connected to the old pipe line, onto the new pipe line when the same is constructed and ready for operation. The cost of hooking on to such new pipe line shall be at the Town's expense.

3.

The First Parties shall have for and during the term of this Agreement, and so long as it remains in effect, the right to one tap upon said pipe line and shall pay unto the Town the rate fixed by the Town for one out-of-town water tap, regardless of how many buildings or other uses are supplied from the single tap into the Town's line.

4.

It is agreed that in the excavation of the site for the new line, and in the excavation and refill of the old pipe line when salvaged, that the material excavated shall be replaced in the same order that it was removed from the ground as nearly as possible and the ground shall be restored to its natural condition.

5.

That all brush removed in the laying of the new line or in salvaging of the old line shall be piled and ready for burning.

6.

Any damage to fences shall be repaired by the Town at its expense. First Parties do hereby waive and release any claim for damages they may have from the construction and excavation for construction of the new pipe line, but do not waive any claim for damages they may have in the repair and maintenance of said line at such future date as the same may arise.

7.

The Town shall have the right to remove and salvage from its

present location the old pipe line and shall complete said salvage operations on or before two years after July 1, 1957, which salvaging operations shall not be conducted so as to interfere with normal ranching operations.

8.

In case the Town shall abandon the right of way herein granted or cease to use the same for the purpose for which granted and to comply with the provisions herein set forth, the Town shall have the right to salvage said pipe line and thereafter all right, title, and interest hereunder granted unto the Town shall cease and terminate and shall revert to the First Parties or their successors, assigns, heirs, administrators, or executors.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement in triplicate on the day and year first above written.

Waldon R. Adamson
Waldon R. Adamson

Ethel Mock Adamson
Ethel Mock Adamson

FIRST PARTIES

TOWN OF DAYTON, a municipal corporation,

Attest:

Allen Adams
Town Clerk

By Carl Skretteberg
Mayor

STATE OF WYOMING }
COUNTY OF SHERIDAN } ss.

On this 25th day of April, 1957, before me personally appeared Waldon R. Adamson and Ethel Mock Adamson, husband and wife,

and acknowledged to me that they had executed the above and foregoing Right-of-Way Agreement as their free act and deed and that they know and understand the contents thereof.

F. Lawling
Notary Public

My commission expires: 5-14-58.

STATE OF WYOMING }
COUNTY OF SHERIDAN } ss.

On this 25th day of April, 1957, before me appeared Carl Skretteberg, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the Town of Dayton, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Carl Skretteberg acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal, this 25th day of April, 1957.

F. Lawling
Notary Public

My commission expires: 5-14-58.