

RECORDED JULY 16, 1951, BK 83 PG 353  
NO. 328768, B. B. HUME, COUNTY CLERK  
MEMORANDUM OF AGREEMENT RESPECTING  
VIAL-KILBOURNE DITCH AND DIVERSION DAM

THIS AGREEMENT in writing made and entered into  
at Sheridan, Wyoming this 16 day of July A. D., 1951, by  
and between ANNA <sup>M.</sup>BOSWELL, Party of the First Part, and MARLAD  
RANCH COMPANY, a corporation, Party of the Second Part, both  
of Sheridan County, Wyoming, WITNESSETH THAT:

WHEREAS, the Party of the First Part, is the owner  
of the following described lands and premises located in  
Sheridan County, Wyoming, to wit:

The South half of the Northwest quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ )  
and the North half of the Southwest quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$ )  
of Section thirty-two (32) in Township fifty-six  
(56) North, Range eighty-five (85) West of Sixth  
(6th) Principal Meridian in Sheridan County, Wyoming,  
and;

WHEREAS, the Party of the Second Part, is the owner  
of the following described lands located in Sheridan County,  
Wyoming, to wit:

The South half of the North half (S $\frac{1}{2}$ N $\frac{1}{2}$ ) of Section  
thirty-one (31) in Township fifty-six (56) North,  
Range eighty-five (85) West of the Sixth (6th)  
Principal Meridian, and;

WHEREAS, the lands of the parties hereto, are irri-  
gated, in part, from direct flow water out of Soldier Creek  
through what is known as the Viall-Kilbourne Ditch and;

WHEREAS, the Party of the First Part has heretofore,  
at her own expense, constructed a dam in Soldier Creek for the  
diversion of the water therefrom through the said Viall-Kilbourne  
Ditch and which said dam was constructed at a cost to the First  
Party of Sixteen-Hundred and Eighty Dollars, which was the  
reasonable cost thereof, and neither the Second Party nor its  
Predecessors in title have paid to the First Party, any portion  
of said cost, although at the time of the construction thereof,

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the First Party made demand upon the said predecessors in title of said lands, now owned by the Party of the Second Part, for contribution by them of one half the cost of construction of said dam, but they refused to pay any portion of the cost thereof, and;

WHEREAS, the Parties hereto, are the owners of said Viall-Kilbourne Ditch and require the use of said dam for the diversion of the direct flow water from Soldier Creek into said ditch, and desire to make use of said dam for the diversion of water from said Soldier Creek, and;

WHEREAS, neither the Party of the Second Part, nor its predecessor in title, have paid any portion of the cost of said dam, and the Second Party desires to make use of said dam together with the Party of the First Part in diverting water through said ditch, and the parties now desire to reduce to writing, the terms of an Agreement between them respecting the future use of said dam and of said ditch and of the up-keep and maintenance of same;

NOW THEREFORE, in consideration of the premises and for good and valuable and mutual consideration between the parties hereto, it is hereby stipulated and agreed by and between the parties hereto that the said Party of the Second Part, its successors and assigns, shall hereafter, and from this date, have the use and benefit of said dam and ditch, and shall provide and furnish all work and labor and materials necessary therefor, and shall maintain said Viall-Kilbourne Ditch, from the point of diversion in Soldier Creek to the point where said ditch enters the lands and premises of the Party of the First Part, in good condition and shall likewise keep in good repair and maintain said diversion dam in Soldier Creek, for the diversion of water from said stream into said Viall-Kilbourne Ditch,

and in case said Second Party, its successors or assigns shall fail to maintain and keep up said dam and maintain said ditch, from the point of diversion to the point where said ditch enters the premises of the Party of the First Part, in accordance with this Agreement, the right of the Party of the Second Part, its successors and assigns, to use said ditch and dam shall terminate and neither the said Second Party nor its successors or assigns shall have any right to make any further use thereof, and all rights of the Second Party in said ditch and to the use of said dam, shall terminate.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands as of the day and date hereinabove first written.

Anna M. Boswell  
Party of the First Part

Attest:

By William F. Gray  
President  
MARLAD RANCH CO. PANY

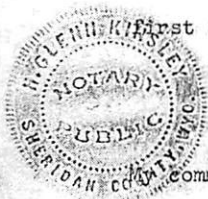
MARTHA M. Gray, sec.  
Secretary

Party of the Second Part

STATE OF WYOMING )  
COUNTY OF SHERIDAN ) SS.

On this 16<sup>th</sup> day of July, A. D., 1951 before me, the undersigned Notary Public, in and for said County and State, appeared WILLIAM F. GRAY, President, and MARTHA GRAY, Secretary of Marlad Ranch Company, a corporation, who being first duly sworn did state that they are President and Secretary respectively of said corporation, and that the corporate seal attached to the foregoing instrument, is the corporate seal of said corporation and acknowledged that they signed and sealed said instrument on behalf of said corporation as their free and voluntary act and deed by authority of the Board of Directors thereof. And the said ANNA BOSWELL, named in said instrument, acknowledged that she executed the same as her free and voluntary act and deed for uses and purposes therein set forth.

Given under my hand and Notarial Seal the day and year first above written at Sheridan, Wyoming.



Glenn K. Kelsey  
Notary Public

commission expires:

January 23<sup>rd</sup> 1954  
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