

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, Made and entered into this 6th day of May, 1950, by and between Geo. A. Hummer, 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), service 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 the old abandoned County Road

Henry Croghan Frac Pt. Blk 4
Tr. 41x138 adj to & East of S $\frac{1}{2}$ Lts 7-8

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 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 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 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.

(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 duplicate on the day hereinabove first mentioned.

Cora A. Shumaker
Parties of the First Part

WITNESSED BY: H. Bowling

TOWN OF DAYTON, a Municipal Corporation
By G. W. La Joush Mayor
Party of the Second Part

SEAL

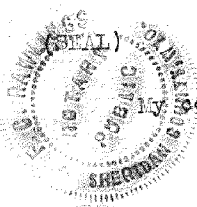
ATTACHED

Heenan Adams
City Clerk

STATE OF WYOMING } SS
COUNTY OF SHERIDAN

On this 6th day of May, 1950, before me, the undersigned Notary Public in and for the State of Wyoming, personally appeared Cora A. Shumaker 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, including the release and waiver of the right of homestead, said Cora A. Shumaker having been by me first duly apprised of right and the effect of signing and acknowledging said instrument.

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



H. Bowling
Notary Public

My Commission expires 4-14-54