

SHERIDAN COUNTY, WYOMING

537

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

(S E A L)

Geo. G. Carroll

My commission expires Aug. 15/39.

Notary Public

RIGHT OF WAY AGREEMENT

MARTHA E. SNIVELY & HUS.

TO

CITY OF SHERIDAN

FILED 12/15 P. M.

JUNE 26, 1936

NO. 187960

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, Made and entered into this 6th day of December, 1935, by and between Martha E. Snively and husband M. I. Snively, of the County of Sheridan, State of Wyoming, parties of the first part, and the City of Sheridan, 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:

A tract of land in the Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 20, Township 55 North, Range 85 West of the Sixth Principal Meridian, more particularly described as follows: A strip of land 20 feet wide and 1054 feet long whose center line is as follows or as the pipe will be laid on the curves: Beginning at a point 1500 feet more or less, South 65 degrees East from the corner common to Sections 17-18-19-20, Township 55 North, Range 85 West; thence North 53 degrees 35 minutes East, 996 feet more or less to a point; thence North 57 degrees 06 minutes East, 58 feet more or less, to a point, said point being on the north boundary line of the property. Containing approximately 0.48 acres.

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

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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 or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate on the day hereinabove first mentioned.

Witnessed by:

John X. Morris

Attest:

D. A. Ruff

(CORP. SEAL)

City Clerk

Mrs. Martha E. Snively

M. I. Snively

Parties of the First Part

CITY OF SHERIDAN, a municipal corporation,

By H. A. Loucks Mayor

Party of the Second Part

STATE OF WYOMING)
County of Sheridan) ss.

On this 6th day of December, 1935, before me, the undersigned Notary Public in and for the State of Wyoming, personally appeared Martha E. Snively and M. I. Snively, her husband, 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, the said wife having been by me first duly apprised of her rights 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.

(S E A L)

My commission expires Aug. 15/39.

Geo. G. Carroll

Notary Public