

SHERIDAN COUNTY, WYOMING

RIGHT OF WAY AGREEMENT
HOLLY SUGAR CORPORATION
TO
CITY OF SHERIDAN
FILED 12/15 P. M.
JUNE 26, 1936
NO. 187944
WITNESSETH:

RIGHT OF WAY AGREEMENT.

THIS AGREEMENT, Made and entered into this eighth day of June, 1936, by and between the Holly Sugar Corporation, a Corporation of El Paso County, City of Colorado Springs, State of Colorado, party of the first part, and the City of Sheridan, a municipal corporation of Sheridan County, State of Wyoming, party of the second part,

That for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to the party of the first part in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, the party of the first part does 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 Southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 29; the Northwest quarter of the Southwest quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 28; and the Southwest quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 28, Township 56 North, Range 84 West of the Sixth Principal Meridian, more particularly described as follows: a strip of land ten feet wide and 2248.0 feet long whose center line is as follows, or as the line will be laid on the curves. Beginning at a point South 53 degrees 26 minutes West, 774 feet more or less from the East quarter corner of Section 29, Township 56 North, Range 84 West of the Sixth Principal Meridian, thence North 62 Degrees, 54 Minutes East, 179.0 feet more or less to a point; thence North 70 degrees 09 minutes East, 2069.0 feet more or less to a point, said point being on the East boundary of property. This center line parallels the present City of Sheridan pipe line Right of Way at a distance of 5.0 feet, containing in all .51 acres.

and

A tract of land in the Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 29, and the Southwest quarter of the Northwest quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 28, Township 56 North, Range 84 West of the Sixth Principal Meridian, more particularly described as follows: A strip of land 20 feet wide and 2017 feet long whose center line is as follows, or as the line will be laid on the curves: Beginning at a point North 47 degrees 40 Minutes West 1000 feet more or less from the East quarter corner of Section 29, thence North 37 Degrees, 44 Minutes East, 717 feet more or less to a point; thence in a Easterly direction for a distance of 1300 feet to a point, said point being on the East boundary line of the property. Containing in all .92 acres.

and also

A tract of land in the Northwest quarter of the Southwest quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 28 and the Northeast quarter of the Southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 29, Township 56 North, Range 84 West. More particularly des-

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cribed as a strip of land 20 feet wide and 1462.2 feet long, whose center line is as follows or as the pipe will be laid on the curves: Beginning at a point South 21 Degrees, 06 minutes East, 1360 feet more or less from the West one-quarter corner of said Section 28, thence North 52 degrees, .01 Minutes West, 1462.2 feet to a point: Said point being the intersection with the present City of Sheridan North Reservoir Right of Way; containing approximately 0.67 acres.

and

A tract of land in the southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) and the Northeast quarter of the southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of section 29; Township 56 North, Range 84 West of the Sixth Principal Meridian, more particularly described as follows: A strip of land 20 feet wide and 907 feet long whose center line is as follows: Beginning at a point North, 52 degrees 37 minutes West, 1061 feet more or less from the East quarter corner of said Section 29; Thence South 9 Degrees, 19 minutes West, 907 feet to a point on the North boundary line of City of Sheridan Reservoir Right of Way. And a strip of land 20 feet wide as follows: Beginning at a point North 58 Degrees, 37 Minutes West, 945 feet more or less from the East quarter corner of said Section 29; Thence South 18 Degrees, 20 minutes East, 392 feet more or less to a point on the North boundary of City of Sheridan Reservoir Right of Way. Containing in all 0.70 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 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 party of the first part, its successors and assigns.

(3) The party of the first part shall have the undisturbed use of the surface of the ground except as herein provided.

(4) The party 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, for a period of five years, 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 party of the first part, its successors and assigns.

SHERIDAN COUNTY, WYOMING

A plat of said Right of Way is hereto annexed, marked "Exhibit A" and made a part hereof.

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

Witnessed by

L. N. Riecker

Attest:

(CORP. SEAL)

W. M. Trant

Secretary

Attest:

D. A. Ruff

(CORP. SEAL)

City Clerk

THE HOLLY SUGAR CORPORATION,
A Corporation

By Wiley Blair, Jr. President

Party of the First Part

THE CITY OF SHERIDAN, a
Municipal Corporation

By A. K. Craig Mayor

Party of the Second Part

STATE OF COLORADO)
COUNTY OF EL PASO) SS

On this 8th day of June, A. D. 1936, before me, the undersigned Notary Public in and for said County and State, personally appeared Wiley Blair, Jr., President, and W. M. Trant Secretary, respectively, of the Holly Sugar Corporation, and being first duly sworn according to law on oath stated that they are the President and Secretary respectively of said Corporation and that the Corporate Seal affixed to said instrument is the corporate Seal of said Corporation, and that they signed and executed the same by authority of the Board of Directors of said Holly Sugar Corporation, and acknowledged that they executed the same on behalf of said Corporation as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and Notarial Seal the day and year first above written.

(S E A L)

Otho S. Newsom

My commission expires September 17, 1936.

NOTARY PUBLIC

EXHIBIT A

Township 56 North and Range 84 West

