

AGREEMENT  
Between  
THE STATE OF WYOMING  
and  
CHAS. B. WEBB and XULA WEBB

THIS AGREEMENT made and entered into this 2nd day of August, 1949, by and between Chas. B. Webb and Xula Webb, herinafter designated as the Party of the First Part and the State of Wyoming, acting by and through the Wyoming State Highway Commission, herinafter designated as the Party of the Second Part

WITNESSETH:

It is mutually agreed by and between the Parties hereto as follows:

WHEREAS, the Party of the First Part is the owner in absolute fee simple of a piece or parcel of land described as follows; The  $\frac{1}{4}$  SE $\frac{1}{4}$  NW $\frac{1}{4}$ ; SW $\frac{1}{4}$  NE $\frac{1}{4}$  and  $\frac{1}{4}$  SE $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 19, T. 38 N., R. 113 W., in Sublette County, Wyoming.

WHEREAS, the Party of the Second Part now has a constructed and completed State Highway with a legal right of way of 100 feet in width over and across the above described lands and over which they desire to reconstruct and maintain a public highway; and

WHEREAS, any buildings, billboards or signs which might be placed adjacent or close to the present right of way would be considered a hazard to the public traveling over this highway by limiting sight distance at points of access to the highway.

NOW, THEREFORE, for and in consideration of the sum of Ten (\$10.00) Dollars, lawful money of the United States, to the Party of the First Part, in hand and paid by the Party of the Second Part, the receipt whereof is hereby confessed and acknowledged.

The Party of the First Part with the intent to bind himself, his heirs, executors, administrators and assigns and all persons who may subsequently become the owner or owners of the above described real property, hereby for himself, his heirs, executors, administrators and assigns, and all persons who may subsequently become the owner or owners of the above described real property, covenants with the said Party of the Second Part, his heirs and assigns as follows;

1. That neither the said Party of the First Part nor his heirs or assigns, or any person subsequently becoming the owner or owners of the above described real property will ever erect or construct any buildings, billboards or signs upon the above described real property within 100 feet on either side of the center line of the present highway, except the erection and maintenance of such signs as the First Party deems necessary for the advertisement of his own ranch or business.

2. The said Party of the Second Part agrees for himself, his heirs and assigns that all buildings, billboards and signs now and already located within 100 feet of the center line of the present roadway shall be permitted to remain, unless moved by mutual consent of both parties thereto, and

3. It is hereby further agreed, by and between the Parties to these presents, that the above covenants in each and every particular are to run with the land, and that they shall be construed as real covenants running with the land; and

4. It is hereby further agreed, by and between the parties of these presents, that the above real covenants shall be perpetual until such time as they shall be terminated by mutual consent of the Party of the First Part and the Party of the Second Part or their heirs and assigns.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the day and year first above written.