

WARRANTY DEED RECORD NO. 40

performed, then said party of the first part, her heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such termination of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The parties of the second part agree to keep the buildings on said premises insured in a sum not less than Two Thousand Dollars (\$2,000.00), in favor of and payable to the party of the first part, as her interests may appear.

This contract issued in duplicate and not transferable without permission of first party.

Witnessed by

H. Glenn Kinsley

Lavada Hardin

Party of the First Part

Geo Kobielus

Suzie Kobielus

Parties of the Second Part

STATE OF WYOMING }
County of Sheridan } ss.

On this 19th day of November, 1935, before me personally appeared Lavada Hardin, George Kobielus and wife, Suzie Kobielus, to me personally 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 fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal this 19th day of November, A. D. 1935.

(S E A L)

H. Glenn Kinsley

My commission expires January 23-1938.

Notary Public

RIGHT OF WAY AGREEMENT

FRED BUELL, ET AL

TO

CITY OF SHERIDAN

FILED 11/00 A. M.

JULY 3, 1936

NO. 185212

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, Made and entered into this 18 day of January, 1936, by and between Fred Buell, Angela Buell, Dorothy Sullivan and Frederica Brockett 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 Lot "B" Perkins Ranch Subdivision (See plat on file with County Clerk of Sheridan County) more particularly described as a strip of land 20 feet wide and 602.7 feet more or less long, whose center line is as follows, or as the pipe will be laid on the curves; Beginning at a point 1265.0 feet more or less South 3 degrees 25 minutes East from the Northwest corner of said Lot "B", being on the West boundary of said lot "B", thence North 57 degrees 28 minutes East, 602.7 feet more or less to a point, said point being on the East boundary of said Lot "B", containing approximately 0.27 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 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

Fred Buell

Angela Buell

Dorothy Sullivan

Frederica Brockett

by - Angela Buell

Parties of the First Part

WARRANTY DEED RECORD NO. 40

Attest:

D. A. Ruff

City Clerk

(CORP. SEAL)

CITY OF SHERIDAN, a municipal
Corporation,

By A. K. Craig MAYOR

Party of the Second Part

STATE OF WYOMING }
COUNTY OF SHERIDAN } SS

On this 15 day of January, 1936, before me, the undersigned Notary Public in and for the State of Wyoming, personally appeared Angela Buell, Attorney in fact for Fred Buell, Angela Buell, Dorothy Sullivan and Frederica Brockett and for herself to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed, including the release and waiver of the right of homestead,

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

W. E. Pelissier

Notary Public

(S E A L)

My commission expires Mar. 20, 1937.

QUITCLAIM DEED

NOAH J. CONGDON & WIFE

TO

PEARL E. COHN

FILED 3/15 P. M.

JULY 6, 1936

NO. 188268

QUITCLAIM DEED

THIS INDENTURE, Made this 29th day of June, 1936, between Noah J. Congdon and Linnie Congdon, husband and wife, of the first part, and Pearl E. Cohn, of the second part,

Witnesseth: That said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) to them in hand paid by the said Party of the Second Part,

the receipt whereof is hereby confessed and acknowledged and of other good and valuable considerations, have remised, released and quitclaimed, and by these presents do remise, release and quitclaim unto the said party of the second part and to her heirs and assigns forever, all those certain lots or parcels of land situate in Sheridan County and State of Wyoming and bounded and particularly described as follows, to-wit:

The South 150 feet of Lot numbered 2 and the South 150 feet of the East Half of Lot numbered 3 in Block numbered 3 of Fifth Vale Avoca Place, an Addition to the Town, now City, of Sheridan, Wyoming, together with all improvements thereon and all water rights and other appurtenances thereunto belonging.

And also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity of the said Parties of the First Part of, in or to the above described premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises, together with the appurtenances, unto the said Party of the Second Part, and her heirs and assigns forever.

Hereby relinquishing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming.

The purpose of this deed is to eliminate any possibility of a claim of right in the Parties of the First Part or their heirs in and to the above described premises by