

WARRANT OF DEED

THIS WARRANTY, made and entered into at Sheridan, Wyoming, this 22nd day of May, A. D. 1951, of and between the Sheridan Investment Company, a corporation of Sheridan, Wyoming, Party of the First Part, and Levi G. Hayes and Cora H. Hayes, Parties of the Second Part, all of Sheridan, Wyoming, witnesseth that:

WHEREAS the Party of the First Part is the owner of:

Lot 3 of Township First Addition to the town, new City of Sheridan, Wyoming, as said lot is platted on the official plat of the said City of Sheridan,

and which said lot is twenty-five (25) feet in width and one hundred and twenty-five (125) feet in depth, fronting on Main Street in the said City of Sheridan, Wyoming, and

WHEREAS the said Parties of the Second Part are the owners of:

Lot 2 of Township First Addition to the town, new City of Sheridan, Wyoming, as said lot is platted on the official plat of the said City of Sheridan,

and which said lot is also twenty-five (25) feet in width and one hundred and twenty-five (125) feet in depth, facing on said Main Street in the City of Sheridan, Wyoming, and is adjacent to and immediately south of the said lot of the Party of the First Part, and,

WHEREAS, the last 40 feet of both lots is now vacant and unoccupied but the tenant of the Party of the Second Part is proposing to construct on the premises of the Party of the Second Part a one-story building approximately 40 feet in depth, which additional structure is to be situated west and adjoining the present building on said lot, and,

WHEREAS the North wall of said structure so to be constructed by the tenant of the Parties of the Second Part shall be of cement block construction eight (8") inches thick and which said

Wall shall be constructed within the center line of the east boundary line between the said lots No. (2) and (3) and four (4") inches upon each of said lots and the said wall shall be so constructed by the tenant of the portion of the second part that same shall become and be a party wall.

Now, Witness, at the City of Cheyenne, Wyoming, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between the Party of the first part heretofore, his successors and assigns, and the portion of the second part for themselves, their executors, administrators and assigns, as follows:

(1) That said wall so constructed as herein provided, shall be and remain a party wall.

(2) That said wall shall be constructed by the Parties of the Second Part in a substantial and workmanlike manner, and permit for the construction thereof shall be obtained from the building inspector of the City of Cheyenne, Wyoming, and shall meet all requirements of the building ordinance of the City of Cheyenne, and shall have the approval of the building department of said City.

(3) It is hereby agreed that for and in consideration of the sum of two hundred dollars (\$200.00) in hand paid by the Party of the First part to the portion of the second part, the receipt whereof is hereby acknowledged, said Parties heretofore, by grant, bargain, sell and convey, to the portion of the second part, its successors and assigns, on behalf and one-half interest in said wall, it being understood and agreed that said sum is to be used in full for one-half of the cost of the construction of said wall, including all expenses of the survey thereon.

(4) It is further agreed that either of the Parties may add to and abate on said wall but such additions shall be placed upon the land of the parties heretofore and thereto. In case any extension or addition to said party wall shall be made by either of the Parties heretofore, their successors, heirs or assigns, the then owners of said adjacent property to said party wall, shall be at liberty to use the whole or any part on of such extension or addition upon making payment of one-half of the actual cost thereof, or of

with portion thereof as each party shall use.

(c) Each of the parties to this agreement, their successors, heirs and assigns, shall have the right to use the side of the party wall upon the lot owned by such party, by attaching structural and finishing materials thereto. It being understood that said wall is to be cut to a depth of six (6) inches, and that such cutting is to be confined to the area actually necessary to receive the structural materials to be supported.

(d) The Parties hereto, for themselves, their successors, heirs, administrators, and assigns, do covenant each with the other that the agreements to be contained shall be covenants running with the lands, and that the rights, duties, and obligations hereunto of each party, and those claimed under it or them, shall cease with the termination of its or their ownership of said respective lots or parcels of land, except the duties or obligations growing out of any erection or use during ownership.

At Witness Whereof, the Party of the first part has caused these presents to be executed in its name by the Vice-President, thereto duly authorized, and its corporate seal to be hereunto affixed and attested by its secretaries; and the Parties of the second part have hereunto set their hands and seals the day and year first above written.

Witness:

A. W. L. L. L. L.  
Secretary.

Attest:

Thos. J. L. L.  
Vice-President.

PARTY OF THE FIRST PART

Witnessed by:

J. L. L. L.

Gen. S. L. L.

Gen. E. L. L.  
Witnessed by: J. L. L. L. L.

Notary Public for the State of Wyoming  
County of Sheridan

On this 15th day of May, A.D. 1951, before me personally appeared Levi S. Logan, to me personally known, being by me duly sworn, did say that he is the Vice-President of the Wyoming Oil and Gas Company, and that the seal affixed to said instrument is the true and correct seal of said company. Said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said Levi S. Logan acknowledged said instrument to be the free act and deed of said corporation.

My commission expires on January 2, 1954.

Given under my hand and Notarial seal this day of May in this certificate above written.

Notary Public

THE STATE OF WYOMING )  
County of Sheridan ) ss

On this 22nd day of May, A.D., 1951, before me personally appeared Levi S. Howes and Cora E. Howes 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.

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

Notary Public

My commission expires:

January 2, 1954