

WARRANTY DEED RECORD NO. 40

RIGHT OF WAY AGREEMENT

J. R. CREEGAR & FRED SAITO

TO

CITY OF SHERIDAN

FILED 1/30 P. M.

JUNE 30, 1936

NO. 188093

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, Made and entered into this 1st day of February, 1936, by and between J. R. Creegar Also known as Joe Creegar & Fred Saito 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 "C", Perkins Ranch Subdivision, as shown by the Plat on file in the County Clerk's office; more particularly described as a strip of land 20 feet wide and 943.1 feet long, whose center line is as follows, or as the pipe will be laid on the curves; Beginning at a point South 3 degrees 25 minutes East, 1265 feet more or less from the Northeast corner of said Lot "C", thence South 57 degrees 28 minutes West, 714.1 feet more or less to a point; thence South 64 degrees 25 minutes West, 229.0 feet more or less to a point, said point being on the West boundary line of said Lot "C", containing approximately 0.43 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 or 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.

Witness:

Katherine B. Banich

Jos Creegar

Fred Saito

ATTEST:

D. A. Ruff

Parties of the First Part

CITY CLERK

CITY OF SHERIDAN, a municipal corporation,

By A. K. Craig MAYOR

(CORP. SEAL)

Party of the Second Part

STATE OF WYOMING)
COUNTY OF SHERIDAN) SS

On this 1st day of Feb., 1936, before me, the undersigned Notary Public in and for the State of Wyoming, personally appeared J. R. Creegar and Fred Saito, 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 approved of her right 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.

Chet Cooley

(S E A L)

Notary Public

My commission expires _____

MY COMMISSION EXPIRES JANUARY 16, 1940.

PATENT

PERMANENT FUND COMMON SCHOOL COUNTY SHERIDAN PATENT NO. 1535

STATE OF WYOMING

THE STATE OF WYOMING

TO

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

JAMES M. MAXWELL

FILED 1/15 P. M.

JULY 1, 1936

NO. 158125

WHEREAS, JAMES M. MAXWELL of the County of SHERIDAN and State of Wyoming, has purchased the lands hereinafter described; and WHEREAS, It appears that all conditions have been fulfilled and full payment has been made, according to

the provisions of the Act of the Legislature of the State of Wyoming, entitled, "An Act concerning public lands of the State of Wyoming, providing for the selection, care, leasing and control of the same, and designating and defining the duties of officers in the selection, management and control of such lands," approved January 10, 1891, and the Acts amendatory and supplemental thereto, for

South Half Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) Section Twenty-six (26), Resurvey Tract 40; Northeast Quarter Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) Section Thirty-five (35), Resurvey Tract 59; Township Fifty-six (56) North, Range Seventy-nine (79) West of the Sixth Principal Meridian, containing One Hundred Twenty (120.00) acres, more or less, in Sheridan County, Wyoming;

Subject to and reserving to the United States all Coal with the right of the United States or any person authorized by it, to prospect for, mine and remove