

WARRANTY DEED RECORD NO. 40

the said Elmer T. White of Sheridan County, State of Wyoming heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as we have or ought to have, in or to all the following described premises, to-wit:

Lots numbered Two (2), Three (3), Four (4), Five (5) Six (6), Eight (8), Nine (9), Ten (10), Eleven (11) and Thirteen (13) in Block numbered Forty-four (44) in Downer Addition to the Town, now City of Sheridan, Wyoming, as said lots are marked and numbered on the official plat of said addition now on file in the office of the County Clerk and ex-officio Register of deeds of Sheridan, County, Wyoming: Together with and including any and all improvements and appurtenances situate on or belonging thereto.

(REV. STAMP 50¢ 6-24-36 H.E.Z.)

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Elmer T. White heirs and assigns, to his and their own proper use and behoof forever. So that neither we Herbert E. Zullig and Isabel C. Zullig or any other person in our name or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, we have hereunto set our hands and seals this Twenty-fourth day of June A. D. 1936

Signed, sealed and delivered in the presence of:

Herbert E. Zullig (Seal)

G. V. Tunks

Isabel C. Zullig (Seal)

THE STATE OF WYOMING, }
County of Sheridan } SS.

On this 24th day of June, 1936, before me personally appeared Herbert E. Zullig and Isabel C. Zullig (Husband and wife) 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 fully apprised of her right and the effect of signing and acknowledging the said instrument.

My commission expires on the 12th day of June A. D. 1939

Given under my hand and Notarial seal, this 24th day of June A. D. 1936

G. V. Tunks

(S E A L)

Notary Public

RIGHT OF WAY AGREEMENT

CLAUDE A. BUSINGA & WIFE

TO

CITY OF SHERIDAN

FILED 12/55 P. M.

JUNE 29, 1936

NO. 188048

the second part, WITNESSETH:

THAT For and in consideration of the sum of One Dollar (\$1.00) and other valuable

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, Made and entered into this 22nd day of December, 1935, by and between Claude A. Businga and wife, Katherine L. Businga, 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

SHERIDAN COUNTY, WYOMING

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 the Northeast one-quarter of Southwest one-quarter, Northwest one-quarter of Southeast one-quarter and Southwest one-quarter of Northeast one-quarter of Section 32, Township 56 North - Range 84 West; of the Sixth Principal Meridian, more particularly described as follows: a strip of land 20 feet wide and 2825.0 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 960 feet more or less, South 4 degrees 11 minutes East from the Northeast corner of Lot "A" of the Guy Woods Ranch subdivision (See plat on file in County Clerk's office) said point being on the West boundary line, Thence North 69 degrees 43 minutes East, 392.5 feet more or less to a point; thence North 59 degrees 41 minutes East, 878.0 feet more or less to a point; thence North 61 degrees 03 minutes East, 1409.9 feet more or less to a point; thence North 68 degrees 04 minutes East, 21.6 feet to a point, said point being on the West bank of Big Goose Creek; Beginning again at a point North 68 degrees 04 minutes East 101 feet, from the last point, said point being on the East bank of Big Goose Creek; thence North 68 degrees 04 minutes East 123 feet more or less to a point, said point being on the East boundary line of property, containing 1.29 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.

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(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:

Geo G. Carroll

Claude A. Businga

Katharine L. Businga

Parties of the First Part

Attest:

D. A. Ruff

CITY OF SHERIDAN, a municipal corporation,

CITY CLERK

(CORP. SEAL)

By A. K. Craig MAYOR

Party of the Second Part

STATE OF WYOMING }
COUNTY OF SHERIDAN } SS

On this 22nd day of December, 1935, before me, the undersigned Notary Public in and for the State of Wyoming, personally appeared Claude A. Businga and wife Katharine L. Businga, 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, said wife having been by me first duly apprised 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.

Geo. G. Carroll

(S E A L)

NOTARY PUBLIC

My commission expires Aug 15/39.

CONVEYANCE

GEORGE G. & GRANVILLE W. CARROLL

TO

MAX E. HARNDEN

FILED 2/40 P. M.

JUNE 29, 1936

NO. 185062

BELLEVUE MEMORIAL PARK

CERTIFICATE OF CONVEYANCE

FOR A VALUABLE consideration, George G. Carroll and Granville W. Carroll, of the City and County of Sheridan, State of Wyoming, OWNERS, do hereby convey and certify to Max E. Harnden of Sheridan and State of Wyoming, all that certain real property situated in the County of Sheridan, State of Wyoming and described as follows, to-wit:

Section East One Half of Lot One (1) Section Fifteen (15) in Block A. of BELLEVUE MEMORIAL PARK, as it appears on the recorded plat thereof in the office of the County Clerk and ex-officio Register of Deeds in and for said Sheridan County.

Subject to the following restrictions, to-wit:

1. That the said land shall be held for Cemetery purposes only, and shall be used for underground burial of human dead of the white race as defined by decisions of the Supreme Court of the United States of America.
2. That Declaration of Trust by the above Owners to Carl W. Griffen, Trustee, shall terminate according to its terms, and the management, operation and control