

DEED RECORD ONE

A F F I D A V I T.

W. C. Griffin

to

The Public.

Filed at 2:20 P.M.

Mar. 9, 1912.

No. 44146

State of Wyoming,) ss.
County of Sheridan)

I, W. C. Griffin, of lawful age, being first duly sworn, on oath depose and say, that I have lived in Sheridan County, Wyoming, for the last 25 years. That I was well acquainted with one William W. Neeley, who at one time owned an interest in Lot five Block eight of the Original Townsite of Sheridan, Wyoming, and who on June 26th 1889 conveyed his interest to said lot to

Oliver P. Hardee, as shown by Warranty Deed, recorded in Book A. page 325 Deed records of Sheridan County, Wyoming. That I was acquainted with said William W. Neeley at said time, and he was then, at the time of the execution of said conveyance a single man; and said property was not at any time his homestead.

I further for many years knew Horace C. Algor, and know him at the time that he executed a warranty deed to Lot six, in Block eight, of the Original Townsite of Sheridan, Wyoming, which said deed is dated September 27th 1890, recorded in Book A. page 637 Deed Records of Sheridan County, Wyoming. That at said time, and in fact up to the time of his death in 1906, the said Horace C. Algor was a single man; and said property, further was at no time his homestead.

W. C. Griffin

Subscribed and sworn to before me and in my presence by said W. C. Griffin this 28th day of February A.D. 1912.

My commission expires Nov. 12, 1913.

C. B. ThornNotary Public.

(Seal)

D E E D.

THE SHERIDAN COAL
COMPANY

TO

SHERIDAN RAILWAY &
LIGHT COMPANY.

Filed at 2:30 P.M.

Mar. 9, 1912.

No. 44148

D E E D.

THIS DEED made this 16th day of October in the year of our Lord One Thousand Nine Hundred and Eleven between THE SHERIDAN COAL COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Nebraska, party of the first part hereinafter called the "COAL COMPANY", and SHERIDAN RAILWAY AND LIGHT COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Wyoming, party of the second part, hereinafter called the "RAILWAY COMPANY";

W I T N E S S E T H:-

That the said THE SHERIDAN COAL COMPANY for and in consideration of the sum of Thirty-five Hundred Dollars (\$3500.00) to it in hand paid by the said SHERIDAN RAILWAY AND LIGHT COMPANY, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and does, by these presents, grant, bargain, sell and convey unto the said SHERIDAN RAILWAY AND LIGHT COMPANY, its successors and assigns, for the purpose of the construction, operation and maintenance of an interurban railway.

FIRST A certain parcel or strip of land twenty-five (25) feet in width situate in Section Thirty-four (34), and the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section Twenty-seven (27) and in the West Half (W/2) of Section Twenty-two (22), all in Township Fifty-seven (57) North, of Range Eighty-four (84) West of the Sixth Principal

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Meridian in Sheridan County, Wyoming, said parcel or strip of land being twelve and one-half ($12\frac{1}{2}$) feet on each side of the center line thereof as said center line runs and is described as follows, to-wit: Commencing at a point 1438 feet West of the Northeast corner of Section 4, Township 56 North, of Range 84 West of the Sixth Principal Meridian in Sheridan County, Wyoming, being on the South line of Section 34, Township 57 North, of Range 84 West of the Sixth Principal Meridian; thence 110 feet North 6 degrees, 48 minutes, West; thence 348 feet on a 10 degree curve to the right 34 degrees, 48 minutes; thence 980 feet North 28 degrees East to a point on the South line of the Northwest Quarter of the Southeast Quarter of said Section 34, said point being approximately 80 feet East of the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 34; thence commencing at a point approximately 530 feet North 43 degrees West from the center of said Section 34; thence 1630 feet North 63 degrees West to a point in the Southwest Quarter of the Northwest Quarter of said Section 34 and 62 $\frac{1}{2}$ feet East of the center line of the Chicago, Burlington & Quincy Railroad tracks being the point from whence going Northerly the interurban line of said Railway Company is intended to abutt the right of way of the Chicago, Burlington & Quincy Railroad right of way; thence 1663 feet on a curve to the right for 34 degrees with radius of 2802 feet and 62 $\frac{1}{2}$ feet distant from the center of the Chicago, Burlington & Quincy Railroad track to a point 332 $\frac{1}{2}$ feet East of the Northwest Corner of said Section 34; thence commencing at a point 1026 $\frac{1}{2}$ feet East of the Northwest corner of Section 27, Township 57 North, of Range 84 West of the Sixth Principal Meridian; thence 400 feet South; thence in a Southerly direction and 62 $\frac{1}{2}$ feet East of the center line of the Chicago, Burlington & Quincy Railroad track for 1000 feet on a curve to the right radius 2927 feet 20 degrees no minutes to the South line of the Northwest Quarter of the Northwest Quarter of said Section 27; thence commencing at a point 1026 $\frac{1}{2}$ feet East of the Southwest corner of Section 22 in Township 57 North, of Range 84 West of the Sixth Principal Meridian; thence 1100 feet North 2 degrees 23 minutes West; thence 483 feet on a curve to the right radius 1847 $\frac{1}{2}$ feet for 14 degrees 30 minutes; thence 665 feet North 24 degrees 22 minutes East; thence 2613 feet on a curve to the left radius 1495 feet 100 degrees 6 minutes to the West line of the Northeast Quarter of the Northwest Quarter of said Section 22, excepting, however, any rights the Chicago, Burlington & Quincy Railroad Company, or School District Number 28 in Sheridan County, Wyoming, may have therein or thereto.

SECOND. A perpetual easement in and a permanent right of way over a certain parcel or strip of land twenty (20) feet in width situate in Section 34, Township 57 North, of Range 84 West of the Sixth Principal Meridian in Sheridan County, Wyoming, said parcel or strip of land being ten (10) feet on each side of the center line thereof as said center line runs and is described as follows, to-wit, Commencing at a point on the South line of the Northwest Quarter of the Southeast Quarter of said Section 34, said point being approximately 80 feet East of the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 34; thence 560 feet North 28 degrees East; thence 144 feet on a 20 degree curve to the left 28 degrees 50 minutes; thence 826 feet North no degrees 51 minutes through the center of street of Dietz, Wyoming, to a point 60 feet South of the Center of the East and west street on which the United States Post Office in Dietz, Wyoming, is now located; thence 94 feet on a curve to the left for 90 degrees with radius 60 feet; thence West 227 feet through center of said East and

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West Street of Dietz, Wyoming; thence 275 feet on a 10 degree curve to the right for 27 degrees and 30 minutes; thence 230 feet North 63 degrees West to a point approximately 530 feet North 43 degrees West from the center of said Section 34 excepting, however, any rights the Chicago, Burlington & Quincy Railroad Company, or School District number 28 in Sheridan County, Wyoming, may have therein or thereto, with the right to construct, operate and maintain forever an interurban railway thereon, and for that purpose to take, use and appropriate all dirt, stone or gravel lying within said strip and the right to place and maintain trolley poles on the outside lines of said streets over which said easement and right of way is herein granted, and to properly connect said poles with the wires and other necessary or proper appurtenances expedient in connection with the said interurban railway.

TO HAVE AND TO HOLD unto the said RAILWAY COMPANY, its successors and assigns, forever, excepting and reserving, however, unto the said COAL COMPANY, its successors and assigns, and there is hereby expressly excepted and reserved to the said COAL COMPANY, its successors and assigns, forever, all coal in, under and beneath said parcel or strip of land twenty-five (25) feet wide and specifically described above in paragraph numbered FIRST, and all coal in, under and beneath said strip or parcel of land twenty (20) feet wide and specifically described above in paragraph numbered SECOND, with the right to mine and remove all of said coal at any time except such pillars of coal as hereinafter mentioned, and for the purpose of mining or removing or ~~hauling~~ ~~or hauling~~ coal from land on either side of the said two strips or parcels of land above described, there is hereby further expressly reserved and excepted to the said COAL COMPANY, its successors and assigns, the perpetual right of using and occupying the space in or beneath said two strips or parcels of land made vacant by the removal of coal therefrom with the perpetual right of passage in and through said space.

The said COAL COMPANY for itself, its successors and assigns, hereby covenants and agrees that in the event of the removal by it, its successors or assigns, of the coal in or beneath said two strips or parcels of land above described or any part thereof, it, its successors or assigns, shall leave therein and thereunder pillars of coal sufficient to fully protect the surface of the land embraced within said two strips or parcels of land and prevent the caving in or subsidence of any of said surface.

IN WITNESS WHEREOF, the said THE SHERIDAN COAL COMPANY has caused these presents to be signed in its name by its President, and its corporate seal annexed, attested by its Secretary, this 16th day of October, A.D. 1911.

THE SHERIDAN COAL COMPANY

By G. W. Mognath

Its President.

Attest: H. Y. Readinger

Secretary.

Signed, Sealed and Delivered

in the Presence of

Anna Willetts,

The State of Nebraska, }
County of Douglas, } ss.

I, Frank Coetz a Notary Public in and for the County of Douglas in the State of Nebraska, do hereby certify that G. W. Mognath and H. Y. Readinger, personally known to me to be the President and Secretary, respectively, of THE SHERIDAN COAL COMPANY, a corporation, the party mentioned in the foregoing instrument and personally known to me to be the persons whose names as such officers are subscribed to the foregoing instrument, appeared before me in person this 16th day of October A.D. 1911 and acknowledged

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that they signed, sealed and delivered said instrument in their official capacity as aforesaid and for and on behalf of the said THE SHERIDAN COAL COMPANY pursuant to the authority conferred on them by its Board of Directors and they further acknowledged to me that said instrument and the execution thereof was their free and voluntary act and deed as the officers aforesaid of said Company and was the free and voluntary act and deed of said THE SHERIDAN COAL COMPANY for the uses and purposes therein set forth.

My commission expires on the 17th day of November A.D. 1915.

Given under my hand and Notarial seal this 16th day of October, A.D. 1911.

Frank Cetz

Notary Public in and for County of Douglas,
State of Nebraska.

(Seal)

WARRANTY DEED.
THE SHERIDAN LAND
AND IRRIGATION COMPANY
to
Howard Roush

Filed at 10:45 A.M.
Mar. 11, 1912.
No. 44153

THIS DEED, Made this Twentieth day of November in the year of our Lord One Thousand Nine Hundred and Eleven between THE SHERIDAN LAND AND IRRIGATION COMPANY, a corporation existing under and by virtue of the laws of the State of Wyoming, party of the first part, and Howard Roush of the County of Sheridan and State of Wyoming, party of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One (\$1.00) and other good and valuable considerations.....Dollars, to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm unto the said party of the second part unto his heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Sheridan, State of Wyoming, to-wit: Lot numbered Five (5) in Block numbered Five (5) in the Sheridan Gardens Addition to the townsite of Sheridan.

TO HAVE AND TO HOLD the said above described premises unto the said party of the second part, his heirs and assigns forever; Together with the privileges, hereditaments and appurtenances therunto in any wise appertaining or belonging.

And the said party of the first part, for itself, its successors and assigns, doth covenant and agree, to and with the said party of the second part, his heirs and assigns, that at the ensailing and delivery of these presents it is well seized in said premises, in and of a good and indefeasible estate, in fee simple. And that they are free from all incumbrances whatsoever, except Sheridan Irrigation District assessments, liens and taxes which may have accrued since the Fourteenth day of July, 1909; and that it hath good and lawful right to sell and convey the same, and that the said party of the first part will and its successors and assigns shall warrant and defend the same against all lawful claims and demands whatsoever.

And that said party of the first part, for itself, its successors and assigns, doth covenant and agree to and with the said party of the second part, his heirs and assigns, that Howard Roush the said party of the second part, shall and may lawfully, at all times hereafter, peaceably and quietly have, occupy, possess and enjoy the said premises hereby granted, or intended so to be, with the appurtenances, without the lawful hindrance or molestation of the party of the first part, its successors or assigns, or of any other person or persons whatsoever, by, or with its or their consent, privity or