

WARRANTY DEED RECORD NO. 40

Attest:

D. A. Ruff

City Clerk

(CORP. SEAL)

CITY OF SHERIDAN, a municipal corporation

By H. A. Loucks, Mayor

Party of the Second Part

STATE OF WYOMING

County of Sheridan

ss.

On this 22 day of November, 1935, before me, the undersigned Notary Public in and for the State of Wyoming, personally appeared T. M. Nelson also known as Theo. M. Nelson and wife Ellen Nelson 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 apprised of her right and the effect of signing and acknowledging the said instrument.

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

(S E A L)

Geo. G. Carroll

Notary Public

My commission expires Aug 15/39

RIGHT OF WAY AGREEMENT

HENRY H. MCWILLIAMS & WIFE
TO
CITY OF SHERIDAN
FILED 2/00 P. M.
JUNE 27, 1936
NO. 188015

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of December, 1935, by and between Henry H. McWilliams and wife, Julia McWilliams, 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 the Southwest quarter of the Northeast quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 17, Township 55 North, Range 85 West of the Sixth Principal Meridian, more particularly described as follows: A strip of land 20 feet wide and 765 feet long whose center line is as follows or as the pipe will be laid on the curves: Beginning at a point 325 feet more or less, North 07 degrees 33 minutes West from a point 1773 feet more or less, South 81 degrees 39 minutes West from the East quarter corner of said Section 17, Township 55 North, Range 85 West; thence North 07 degrees 33 minutes West 100 feet more or less, to a point; thence North 47 degrees 04 minutes East, 665 feet more or less, to a point. Said point being on the east boundary line of the property. Contain-

SHERIDAN COUNTY, WYOMING

ing approximately 0.35 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 on 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

Attest:

D. A. Ruff

City Clerk

(CORP. SEAL)

Henry H. McWilliams

Mrs. Julia McWilliams

Parties of the First Part

CITY OF SHERIDAN, a municipal corporation,

By H. A. Loucks Mayor

Party of the Second Part

STATE OF WYOMING }
County of Sheridan } ss.

On this 23rd day of December, 1935, before me, the undersigned Notary Public in and for the State of Wyoming, personally appeared Henry H. McWilliams and wife, Julia McWilliams, to me known to be the persons described in and who executed the foregoing instrument and acknowledge 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 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.

My commission expires Aug. 15/39 (S E A L)

Geo. G. Carroll

Notary Public