

## Deed Record Four, Sheridan County

## AFFIDAVIT,

J. D. Gillespie

to

The Public.

Filed at 11:55 A.M.

July 30, 1914.

No. 50857

## AFFIDAVIT,

The State of Wyoming, }  
County of Sheridan. }

I, J. D. Gillespie, being first duly sworn, depose and say that

I am of lawful age and was during the dates hereinafter mentioned. That I have been a resident of Sheridan, Sheridan County for the past 24 years and was well acquainted with Daniel L. Rader who was grantee in a warranty deed from D. S. Sonnenberger and H. A. Coffeen and wife conveying lots

17, 18 and 19 and 20 of Block 8 of South Park addition to the town of Sheridan, Wyoming, said deed being dated Aug. 8, 1890 and recorded Oct. 15, 1890 in book C of deeds page 8, Sheridan County, Wyoming records. That the said Daniel L. Rader is the same and identical person as D. L. Rader, who with his wife was grantor in a warranty deed for the same property to Joel J. Hurt, said deed dated April 13, 1895 and recorded July 22, 1895 in Book E of deeds page 616, said Sheridan County, Wyoming records. Also that the above described lots were never occupied by said Daniel L. Rader (D.L.Rader) as a homestead but was vacant property during his ownership.

I further depose and say that B. F. Perkins mentioned as grantee in a warranty deed wherein Joel J. Hurt is grantor, deed dated May 1, 1902 and recorded April 2, 1903 in Book E of deeds page 593 is the same and identical person as Benjamin F. Perkins who with his wife was grantor for the same four lots above described to Reimer Mundt, the last mentioned deed being dated April 4, 1903 and recorded April 7, 1903 in Book H of deeds page 108. And also that Reimer Mundt just above mentioned is the same and identical person as Reimer F. Mundt who with his wife was grantor for a part of the above described four lots to Archie Van Pelt, said deed recorded in Book H of deeds page 196, Sheridan County Wyoming records.

J. D. Gillespie

Subscribed to and sworn to before me and in my presence this 10th day of July, 1914.  
My commission expires May 10, 1918.

(Seal)

O. N. Anderson  
Notary Public.

## DITCH AGREEMENT

Pfeiffer &amp; Copps

to

Cullen Watts.

Filed at 9:00 A.M.

Aug. 1, 1914.

No. 50870

## AGREEMENT FOR RIGHT OF WAY FOR BONANZA DITCH

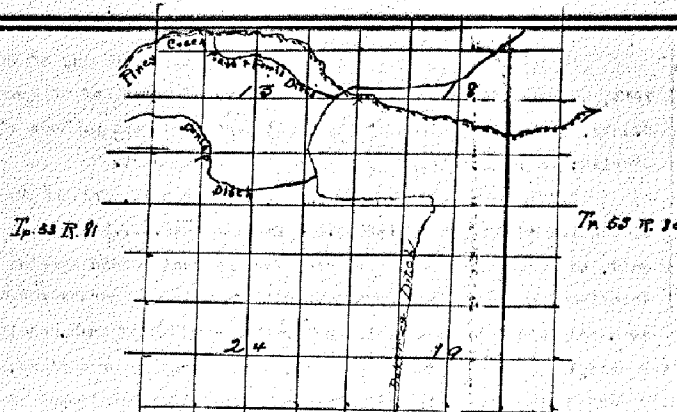
This Indenture made and entered into this 3rd day of June 1901 between Pfeiffer and Copps, of Johnson County Wyoming, party of the first part, and Cullen Watt of said County and state of the second part,

WITNESSETH that for and in consideration of the mutual concessions, covenants and agreements hereinafter expressed, to be kept and performed by each of the said parties, the said party of the second part has granted to the party of the first part, and unto their heirs and assigns

forever, full and free right and liberty to maintain and use that certain irrigating ditch known as the Bonanza Ditch, upon through and across the lands of the said party of the second part, as shown on the plat which is a part of this instrument.

Said ditch is to be maintained in its present capacity, which is agreed to be not greater than four feet in width on the bottom, and eighteen inches in depth, and to be maintained and used and carried on as the same is now located; that is to say, said ditch shall enter the lands of the said Cullen Watt at a point in the Southeast part of Lot 4 Sec. 18 Tp. 53 N. R. 60 West, running thence in a westerly direction, to about the middle of SE $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 13, Tp. 53 N. R. 61 W. thence in a northerly direction through the western part of NE $\frac{1}{4}$  SE $\frac{1}{4}$  said

## Deed Record Four, Sheridan County



section, and thence in a northerly direction to the junction of the Pratt & Ferris Ditch in SE $\frac{1}{4}$  NE $\frac{1}{4}$  said section, and near the flume which crosses Piney Creek, which flume is used by the Pratt & Ferris Company and the said party of the first part.

The party of the first part is to have the right to enter upon the said land at any time with workmen, wagons and scrapers for the purpose of cleaning and repairing the said Bonanza Ditch but in doing so they shall be liable for any and all damage caused to the surface of said land or the crops growing thereon.

The party of the second part, and his heirs and assigns, shall have the right to tap said Bonanza Ditch at any place in Lots 3 & 4 Section 18 Tp. 53 N.R. 80, and in the SE $\frac{1}{4}$  of Section 13 Tp. 53 N. R. 81 W, and to use the water from said ditch to irrigate the lands owned by him lying thereunder, but as compensation therefor, he shall at the time of turning water from said Bonanza Ditch, turn into the said Bonanza Ditch, from the Dunlap Ditch an equal amount of water to that taken by him from said Bonanza Ditch for the use of the said Pfeiffer and Copps for certain lands owned by them on the east side of the Piney Creek/

It is fully understood that the said Watt nor his heirs or assigns is to own no part of the Bonanza Ditch, and shall not at any time be liable for any portion of the repairs thereon, and the said Pfeiffer and Copps reserve the right to abandon that portion of the ditch passing through the lands of the said Watt at any time, but while the same is maintained through the Watt land it shall be kept in repair by the said Pfeiffer and Copps.

In Witness Whereof the said parties have hereunto set their hands on this 3rd day of June 1901.

Gullen Watt

Pfeiffer & Copps

By W. G. Copps

Signed, Sealed and Delivered in Presence of

T. P. Hill

State of Wyoming, )

ss.

County of Johnson. )

I, T. P. Hill, a Notary Public within and for the county of Johnson and state aforesaid, do hereby certify that W. G. Copps, representing and signing for Pfeiffer and Copps, and Gullen Watt, personally known to me to be the persons whose names are subscribed to this instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said above instrument of writing as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 3rd day of September A.D. 1901.

My commission expires Dec. 17th, 1901. (Seal) T.P.Hill, notary public.