

## WARRANTY DEED RECORD NO. 52

THE HILLS COMPANY, SHERIDAN 88854

## ✓ AGREEMENT

ROBERT N. KINNEY

TO

JOSEPH BALLEK &amp;

MAGDALEN BALLEK

FILED 9/00 A. M.

OCTOBER 29, 1942

NO. 250922

MEMO OF AGREEMENT

This agreement made and entered into this 24th day of Oct., A. D. 1942, by and between Robert N. Kinney of Sheridan, Wyoming, hereinafter referred to as the party of the first part and Joseph Ballek and Magdalen Ballek, husband and wife, of Sheridan County, Wyoming, hereinafter referred to as parties of the second part,

WITNESSETH: that,

WHEREAS, the party of the first part and the parties of the second part are the fee simple owners of adjoining tracts of land situate in Sheridan County, Wyoming, described as follows: Lot "B" in the subdivision of the Guy Woods Ranch situate in the west half of the S.W. quarter of section 32, township 56 north, range 84 west of the 6 p.m. is owned by the party of the first part.

Lot "C" in the subdivision of the Guy Wood's Ranch situate in the west half of the S.W. quarter of section 32, township 56 north, range 84 west of the 6th p.m. This tract is owned by the parties of the second part; and,

WHEREAS, said parties have, at their own expense, tapped the flow line of the city water main running from the intake to the water reservoirs of the municipal water system of Sheridan, Wyoming, for the purpose of supplying themselves with city water; and said parties have laid a main supply line from the city water flow line 804 feet long, north from said flow line to a point where a separate supply line runs to each of the premises owned by said parties; that said main supply line is laid on the premises owned by the parties of the second part; and,

WHEREAS, said parties desire to agree as to the future care and maintainence of said main supply line, which agreement is to be binding upon the heirs, administrators, executors and successors and all other persons, firms, associations or corporations taking or holding said lands in the future, either by deed, lease, mortgage or any other form of grant or right.

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed as follows: that in the event it becomes necessary to make any repairs or do any other thing in connection with the maintainence and upkeep of the water supply line running from the city flow line to a point 804 feet north, where the same branches off to each of the respective owners of the lands hereinabove described, that said owners or the successors in interest, will each cooperate and each will bear an equal share of the expenses of any repairs or maintainence to said line, and each of said parties their agents or their successors in interest shall, at all times, have the right to enter upon the premises where said supply line is located for the purpose of making an inspection of said line or do any other thing necessary to its maintainence and upkeep and for the purpose of maintaining, repairing and improving the separate supply lines to the respective premises hereinabove described.

It is further agreed in consideration of the foregoing that the parties of the second part will, and they do hereby, grant a permanent easement over and across their premises where said main supply line is located.

It is further understood and agreed that each of the parties hereto and their successors in interest will maintain, at their own individual expense, the separate supply lines running to each of the premises hereinabove described from the point where said separate supply line takes off from the main supply line, being a distance of 804 feet

## SHERIDAN COUNTY, WYOMING

It is further understood and agreed that neither of the parties hereto nor their successors in interest will permit any other person to tap or use water from the water supply lines herein described without first obtaining the written permission of all persons who have subscribed to this agreement or their successors in interest.

In witness whereof the parties hereto have executed this instrument in duplicate.

G. V. Tunks

Robert N. Kinney

Party of the First Part

H. E. Zullig

Joseph Ballek

Witnesses

Magdalen Ballek

Parties of the Second Part

STATE OF WYOMING }  
COUNTY OF SHERIDAN } SS

Before me, a notary public in and for Sheridan County, State of Wyoming, appeared Robert N. Kinney and Joseph Ballek and Magdalen Ballek, husband and wife, being the parties whose names are subscribed to the within and foregoing instrument and being personally known to me, acknowledge before me that they signed and executed the same of their own free will and accord and for the uses and purposes therein set forth. Dated this 24th day of Oct., A. D. 1942.

( S E A L )

G. V. Tunks

Notary Public

My commission expires June 12, 1943

## QUITCLAIM DEED

HARRY L. SISSON &  
LULA M. BARBER SISSON

TO

EDWARD ORT AND  
JENNIE MAY ORT

FILED 11/00 A. M.  
OCTOBER 30, 1942

NO. 250950

## QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That Lula M. Barber Sisson and Harry L. Sisson, wife and husband of the County of Sheridan State of Wyoming in consideration of the sum of Thirty-five DOLLARS to them in hand paid by Edward Ort and Jennie May Ort the receipt whereof is hereby confessed and acknowledged, have remised, released, and forever quitclaimed and by these presents do for ourselves, our heirs, executors and administrators, remise, release and forever quitclaim unto the said Edward Ort and Jennie May Ort, husband and wife, as tenants by entireties, their 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:

Lot number 7 in Block number 54 of Downer Addition to the City of Sheridan, Sheridan County, Wyoming.

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 Edward Ort and Jennie May Ort, their heirs and assigns, to his and their own proper use and behoof forever. So that neither the said Lula M. Barber Sisson, or Harry L. Sisson, 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.