

## WARRANTY DEED RECORD NO. 41

that they signed the same as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of January A. D. 1936.

( S E A L )

Geo. G. Carroll

My commission expires Aug 15/39.

NOTARY PUBLIC

## RIGHT OF WAY AGREEMENT

M. M. HAMMA

TO

CITY OF SHERIDAN

FILED 11/30 A. M.

JULY 22, 1936

NO. 188685

## RIGHT OF WAY AGREEMENT

THIS AGREEMENT, Made and entered into this 10th day of February, 1936, by and between M. M. Hamma, of the County of Denver, State of Colorado, party 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 party of the first part in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, the party of the first part does 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 Southeast one quarter of South west one quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section 28, Township 56 north - Range 84 West, of the Sixth Principal Meridian more particularly described as follows: a strip of land 20 feet wide and 1038.9 feet long whose center line is as follows or as the pipe will be laid on the curves; beginning at a point North 89 degrees 43 minutes West, 600 feet more or less from the South one-quarter corner of said section 28, thence North 45 degrees 29 minutes West, 1038.9 feet more or less to a point; Said point being on the west property boundary line; containing approximately 0.48 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 party 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 party of the first part, his successors and assigns.

(3) The party of the first part shall have the undisturbed use of the surface of the ground except as herein provided.

## SHERIDAN COUNTY, WYOMING

(4) The party 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 party of the first part, his successors or assigns.

IN WITNESS WHEREOF The parties hereto have executed this agreement in duplicate on the day hereinabove first mentioned.

WITNESSED BY:

Ruth Nelson Edelman

Attest:

D. A. Ruff

City Clerk

(SEAL)

M. M. Hanna

Party of the First Part

CITY OF SHERIDAN, a municipal corporation,

By A. K. Craig

MAYOR

Party of the Second Part

STATE OF Colorado }  
COUNTY OF Denver } ss

On this 11th day of February, 1936, before me, the undersigned Notary Public in and for the State of Wyoming, personally appeared M. M. Hanna, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his 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.

Frankie P. Cumings

Notary Public

( S E A L )

My commission expires November 1, 1939.

## AFFIDAVIT

JOHN F. RAPER

TO

THE PUBLIC

FILED 2/40 P. M.

JULY 22, 1936

NO. 188703

STATE OF WYOMING

COUNTY OF SHERIDAN

ss. AFFIDAVIT TO THE PUBLIC.

John F. Raper, being first duly sworn, deposes and says: That at all times herein mentioned he was personally acquainted with C. C. Barrett and Joe Legeraki, and during said times the said John F. Raper and C. C. Barrett were duly licensed and practicing attorneys at law at Sheridan, Wyoming.

That in March, 1933, the State of Wyoming instituted criminal action against Joe Legeraki for a felony at Sheridan County, and the said Legeraki employed as his attorneys in said action, the said C. C. Barrett and John F. Raper. That to assure said attorneys for their fees therein, the said Joe Legeraki, a single man, conveyed by warranty deed to C. C. Barrett and John F. Raper, as trustees, Lots 32 and 33, of the Town of Ula, Sheridan County, Wyoming, and other property, subject to certain liens and mortgages of record, and which deed was dated March 13th, 1933, recorded same date in the Office of