

## WARRANTY DEED RECORD NO. 40

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

( S E A L )

My commission expires Aug 15/39.

Geo. G. Carroll

Notary Public

## RIGHT OF WAY AGREEMENT

SHERIDAN COUNTRY CLUB

TO

CITY OF SHERIDAN

FILED 12/15 P. M.

JUNE 26, 1936

NO. 187957

## RIGHT OF WAY AGREEMENT

THIS AGREEMENT, Made and entered into this 2nd day of June, 1936, by and between the Sheridan County Club, a Corporation, of the County of Sheridan, State of Wyoming, 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 tract of land situate, lying and being in the County of Sheridan, State of Wyoming, to-wit:

A strip of land 10 feet wide and 1314.8 feet long whose center line is as follows: Beginning at a point 948 feet more or less, due South from the Northeast corner of the Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 28; Thence North 89 Degrees 14 Minutes West, 1189.2 feet more or less to a point; Thence South 70 Degrees, 09 Minutes West, 125.6 feet more or less to a point on the West boundary of property, T. 56 North, Range 84 West, 6th P. M., containing in all 0.30 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 subsurface 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, its 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.

(4) The party of the first part shall not erect or place any buildings or plant trees on said Right of Way.

## SHERIDAN COUNTY, WYOMING

(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, its successors or assigns.

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

ATTEST:

H. A. Churchill

(CORP. SEAL)

SECRETARY

ATTEST:

D. A. Ruff

(CORP. SEAL)

CITY CLERK

WITNESSED BY:

Katherine B. Banich

SHERIDAN COUNTRY CLUB, A Corporation

By Basil Dean President

Party of the First Part

CITY OF SHERIDAN, A Municipal Corporation

By A. K. Craig M A Y O R

Party of the Second Part

STATE OF WYOMING }  
COUNTY OF SHERIDAN } SS

On this 2nd day of June, 1936, before me the undersigned Notary Public, in and for the State of Wyoming, personally appeared BASIL DEAN, President, and H. A. CHURCHILL, Secretary of the Sheridan County Club, a Corporation, and being duly sworn, did state that they are the President and Secretary respectively of said Corporation and that the corporate seal affixed to said instrument is the corporate seal of said corporation and that they signed and affixed the foregoing Right of Way Agreement for and on behalf of said Corporation by authority of its Board of Directors and further acknowledged the execution thereof to be their free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

Witness my hand and Notarial Seal at Sheridan, Wyoming, upon the day and date in this certificate first above written.

( S E A L )

Chet Cooley

My commission expires on the \_\_\_ day of \_\_\_ A. D. 1936.

NOTARY PUBLIC

My Commission expires January 16, 1940

RIGHT OF WAY AGREEMENT

WILLIAM SMITH & WIFE

TO

CITY OF SHERIDAN

FILED 12/15 P. M.

JUNE 26, 1936

NO. 187958

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, Made and entered into this 16th day of January, 1936, by and between William Smith and wife, Emily Smith, 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 here-