

WARRANTY DEED RECORD NO. 40

shall thereupon revert to the party of the first part, her 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

Maggie Parmeter

ATTEST:

D. A. Ruff

(CORP. SEAL)

Party of the First Part

CITY OF SHERIDAN, A MUNICIPAL Corporation,

CITY CLERK

BY A. K. Craig MAYOR

Party of the Second part

STATE OF WYOMING)
COUNTY OF SHERIDAN:) S S

On this 13 day of April, 1936, before me, the undersigned Notary Public in and for the State of Wyoming, personally appeared Maggie Parmeter, a widow, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed, including the release and waiver of the right of homestead.

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

Geo. G. Carroll

NOTARY PUBLIC

(S E A L)

My commission Expires Aug 15/39.

RIGHT OF WAY AGREEMENT

WM. PATVAROS & WIFE

TO

CITY OF SHERIDAN

FILED 12/15 P. M.

JUNE 26, 1936

NO. 187956

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, Made and entered into this 22 day of November, 1935, by and between William Patvaros and wife, Anna Patvaros, 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 West half of the Northeast quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 11, Township 55 North, Range 85 West of the Sixth Principal Meridian, more particularly described as follows: A strip of land 10 feet wide and 1062.2 feet long, whose center line is as follows: Beginning at a point 2360 feet North 77 degrees 50 minutes West from the East quarter corner of said Section 11; thence 258.6 feet North 40 degrees 47 minutes East to a point; thence on a curve to the left of radius 383.1 feet for 308.4 feet to a point; thence North 5 degrees 21

SHERIDAN COUNTY, WYOMING

minutes West, 298.3 feet to a point; thence on a curve to the right of radius 573.7 feet for 196.9 feet, to a point, said point being the intersection with the present City of Sheridan pipe line right of way, containing approximately 0.24 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 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)

William Patvaros

Mrs. Anna Patvaros

Parties of the First Part

CITY OF SHERIDAN, a municipal corporation,

By H. A. Loucks, Mayor

Party of the Second Part

STATE OF WYOMING)
) ss.
County of Sheridan)

On this 22 day of November, 1935, before me, the undersigned Notary Public in and for the State of Wyoming, personally appeared William Patvaros and wife, Anna Patvaros, 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, said wife having been by me first duly apprised of her right and the effect of signing and acknowledging said instrument.

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.