WARRANTY DEED RECORD NO. 40

- (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.
- (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, her successors or assigns.

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

Witnessed by Nettie Coffman

John X. Morris

Parties of the First Part

Attest:

D. A. Ruff

City Clerk

City Clerk

Party of the Second Part

STATE OF WYOMING)
COUNTY OF SHERIDAN SE

On this 18th day of January, 1936, before me, the undersigned Notary Public in and for the State of Wyoming, personally appeared Nettie Coffman, to me known to be the person described in and who executed the foregoing instrument and acknowledged that executed the same as ___ 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.

(SEAL)

My commission expires Aug. 15/39.

Geo. G. Carroll
Notary Public

RIGHT OF WAY AGREEMENT

A. X. CRAIG

TO

CITY OF SHERIDAN
FILED 2/00 P. M.
JUNE 27, 1936
NO. 188020

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, Made and entered into this 11 day of December, 1935, by and between A. K. Craig 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, WINESSETH;

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

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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 Southwest one-quarter of Southeast one-quarter (SW\(\frac{1}{2}\)\)\[
\text{SE}\(\frac{1}{2}\)\], of section 29, Township 56 North - Range 84 West, of the sixth Principal Meridian, more particularly described as follows: a strip of land 10 feet wide and 1320.1 feet more or less long whose center line is as follows: Beginning at a point South 42 degrees 24 minutes Wast, 2891 feet more or less from the East one-quarter corner of said Section 29; thence South 72 degrees 18 minutes East, 81.1 feet more or less to a point; thence on a curve to the left of Radius 473.2 feet, for 401.8 feet to a point; thence on a curve to the left of Radius 288 feet more or less, for 370.7 feet more or less to a point; thence North 18 degrees 41 minutes West, 197.6 feet to a point; thence on a curve to the right of Radius 288 feet more or less, for 268.9 feet more or less to a point; said point being the intersection with the present City of Sheridan Pipe Line Right-of-Way, containing approximately 0.3 acres.

AND, It is hereby mutually covenanted and agreed by and between the parties hereto

- (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 for 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.
- (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

John X. Morris

A. K. Craig Parties of the First Part

WARRANTY DEED RECORD NO. 40

ter galle courter, pushing 46557				
Attesti		CITY OF SHERIDAN, A municipal corporation,		
D. A. Ruff City Clerk	(OORP, SEAL)	By H. A. Loucks MAYOR Party of the Second Part	T.	
STATE OF WYOMING) COUNTY OF SHERIDAN)			L I	L
for the State of Myoming described in and who exe- cuted the same as his fr- of homestead, the said w effect of signing and ac	, personally appeared A. K. cuted the foregoing instrume se act and deed, including tife having been by me first knowledging said instrument.	the undereigned Notary Public in and Craig, to me known to be the person of and acknowledged that he exember release and waiver of the right duly apprised of her right and the and year in this certificate first		
(SEAL)		Geo. G. Carroll		
My commission expire	98 Aug. 15/39.	Notary Public	Π	Π
consideration to the part part, the receipt whereof nereby grant to the party may as hereinafter descri mater pipe or water pipes wentilators, service and following described tract	THIS AGREEMENT, I of November, 1935, by Mrs. C. E. Jackson, hi State of Wyoming, part City of Sheridan, a mu County, State of Wyomi ideration of the sum of One les of the first part in han is hereby acknowledged, the of the second part, its suc bed to construct, maintain, and flow line, with necessa auxiliary pipes and appurten s of land cituate, lying and	MAY AGREEMENT Made and entered into this 2nd day and between C. E. Jackson and Les wife of the County of Sheridan, ties of the first part, and the unicipal corporation of Sheridan lng, party of the second part, Dollar (\$1.00) and other valuable and paid by the party of the second parties of the first part do necessors and assigns, a right of repair, replace and operate a many valves, vaulte, manholes, mances in, through and across the being in the County of Sheridan,		
A tract of land in t and South half of th North, Range 55 West described as follows or less, in length w 7.9 feet, North 53 d 9 degrees 29 minutes thence North 53 degrees	he Northwest quarter of the e Northwest quarter (ShNw1) of the Sixth Principal Meri A strip of land 20 feet whose center line is as followegrees 35 minutes East from from the West quarter corne sees 35 minutes East, 2405.1 ing on the north boundary 11 county road right of way.	Southwest quarter (NW1SW1) of Section 2, Township 55 dian, more particularly ide and 2405.1 feet, more ws: Beginning at a point a point 144 feet, South r of said Section 2; feet, more or less, to a ne of the property and its		