

State of Wyoming,)
County of Sheridan.) ss.

Before me the undersigned a notary public within and for said county in the state aforesaid this date personally appeared Margaret Traynor Quackenbush, formerly Margaret Traynor, personally known to me to be the identical person who executed the foregoing instrument, and the execution of which she acknowledged to be her voluntary act and deed, and she took oath that the statements therein contained are true.

My commission expires January 4th, 1919.

Given under my hand and Notarial seal this 9th day of Dec. 1916.

C. B. Holmes

(Seal)

Notary Public.

CONTRACT.
GRINNELL LIVE STOCK CO.
FRANCES K. HOLDREGE
AND
JOHN E. PATRICK
ALGERNON S. PATRICK
Filed at 9:30 A.M.
Mar. 21, 1916.
No. 55786

THIS AGREEMENT, made and entered into, in original duplicate, this 13 day of January, A.D. 1906, by and between The Grinnell Live Stock Company, a corporation, and Frances K. Holdrege, parties of the first part, and Algernon S. Patrick and John E. Patrick, parties of the second part, WITNESSETH, THAT

WHEREAS, there has existed between the parties hereto a controversy touching the right of the parties of the first part to have and maintain certain irrigating ditches over and across the lands of the parties of the second part in Sheridan County, Wyoming; and,

WHEREAS, the parties hereto have settled and adjusted the matters and things involved in said controversy and have agreed to and do hereby agree in respect thereof in the manner hereinafter set forth:

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants hereinafter recited, to be kept and performed by the parties hereto, the said parties agree as follows:

1.

The parties of the second part and each of them, for themselves and their respective heirs and assigns, hereby quit claim, remise and forever release unto the parties of the first part, their respective heirs, successors and assigns, the right to construct and maintain, over and across the lands hereinafter described, and over and across any other lands in which the parties of the second part, or either of them, have any interest or control, the two ditches actually surveyed, constructed and now existing over and across said lands; said ditches being respectively known as the "French Ditch", (sometimes called the Extension or Divide Ditch), and a ditch connected therewith now and for sometime used to flow water to and along Soldier Creek, together with the right by means of ^{the} said ditches to carry, and for the purpose of carrying, water from "Wolf Creek" to the lands of the parties of the first part along the line of, or reached by, said ditches; said ditches being constructed and now existing over and across the following described lands in Sheridan County, Wyoming, to wit:

South half (S.½) of the Northeast quarter (N.E.¼) of of Section thirty-five (35); the Northwest quarter (NW¼) and the North half (N.½) of the Southwest quarter (S.W.¼) of Section thirty-six (36); the East half (E.½) of the East half (E.½) of Section twenty-five (25), all in township fifty-six (56) north of Range eighty-six (86) west; also the west half (W.½) of the Southwest quarter (S.W.¼) of Section seventeen (17); the southeast quarter (S.E.¼) of the Southeast quarter (S.E.¼) of Section eighteen (18); the East half

(E.½) of the Southeast quarter (S.E.¼) of section nineteen (19); the Northwest quarter (N.W.¼) of the Southwest quarter (S.W.¼) and the west half (W.½) of the Northwest quarter (N.W.¼) of Section thirty (30), all in township fifty-six (56) north of Range eighty-five (85) west, as shown more definitely on map hereto attached, and made a part of this contract, and signed by the parties hereto.

2.

IN CONSIDERATION OF THE GRANT AFORESAID, THE PARTIES OF THE FIRST PART COVENANT AND AGREE, AT THEIR OWN COST:

(a) To so enlarge and maintain the said "Wrench Ditch", (otherwise herein referred to as the Extension of Divide Ditch), that the same shall be of sufficient capacity to carry therein, and by means of the same, the waters belonging to the parties of the first and second parts herein applicable to the lands for which the same were appropriated and to which the same are now applied; and,

(b) To construct and maintain across said ditch all bridges, the construction and maintenance of which are or may be enjoined by the laws of the State of Wyoming.

(c) To construct and maintain, across said "Wrench Ditch", at such place or places, as may be hereafter mutually agreed upon between the parties hereto, such additional bridge, or bridges, not to exceed two in number, and of the kind usually and generally constructed and maintained over ditches in Wyoming, as the parties hereto may determine; but the parties of the second part shall pay to the parties of the first part, upon demand, a proportional share of the expenses actually incurred in repairing, renewing and maintaining such bridge or bridges, which shall bear the same proportion to the whole amount expended for such purposes as the proportion of water carried in said ditch for the parties of the second part shall bear to the total volume of water carried therein for both parties hereto.

(d) To pay to the parties of the second part upon demand therefor, the cost of constructing the fence, including the materials therefor, hereinafter in clause (e) of paragraph "3" provided for, to be constructed and maintained by the parties of the second part.

3.

THE PARTIES OF THE SECOND PART COVENANT AND AGREE:

(e) To construct and maintain, for the purpose of protecting an existing slide and washout on the lands of the parties of the second part, or either of them, caused by one of the ditches aforesaid, and to prevent the entry of cattle and live stock into or upon the same, such proper and necessary fences, of wood and wire, as may be best calculated to produce said results; PROVIDED, that the cost of material and labor for and the construction of said fence shall be borne and paid by the parties of the first part as provided in clause "(d)" of the preceding paragraph.

(f) To bear, and to pay to the parties of the first part annually, upon demand, such a proportion of the cost of maintaining the said "Wrench Ditch", after being enlarged as herein provided, as the proportion of water carried in said ditch for the parties of the second part shall bear to the total volume of water carried therein for both parties hereto; said proportion to be ascertained and determined by means of measuring boxes, which the parties of the second part shall install and maintain at their own expense. This clause to apply only to that part or portion of said "Wrench Ditch" which may be used to carry the water of the parties of the second part."

(g) To assume, bear and pay, or repair, all damages which may result to the banks of the said ditch occasioned by, or flowing from the erection, and afterwards the use and maintenance of said measuring boxes.

(h) To pay to the parties of the first part, upon demand, a proportional share of the

expense actually incurred in repairing, renewing and maintaining any bridge or bridges that may be erected pursuant to clause (c) of paragraph "2" hereof and in accordance with the terms therein set forth.

4.

This agreement to be binding upon and enure to the benefit of all parties hereto, their respective heirs, successors and assigns.

IN TESTIMONY WHEREOF, The Grinnell Live Stock Company has, by the authority of its Board of Directors, hereto, and to one original duplicate, subscribed its corporate name, by its President, and affixed hereto its corporate seal, attested to by its Secretary, and the said Frances K. Holdrege, Algernon S. Patrick, and John E. Patrick have also hereto and to said other original subscribed their respective names, this 13 day of January, A.D. 1905.

GRINNELL LIVE STOCK COMPANY,

By: G. W. Holdrege

Its President.

(Corp. Seal)

Attest:

Frances K. Holdrege

Secretary.

Signed, sealed and delivered
in presence of:

Emma J. Quackenbush

Robt. W. Patrick

State of Wyoming,)
County of Sheridan.) ss.

Frances K. Holdrege

Algernon S. Patrick

John E. Patrick

I, _____, a Notary Public within and for said County and State, do hereby certify that John E. Patrick, personally known to me as the person whose name is subscribed to the foregoing agreement, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth:

And I further certify that my Notarial Commission expires the _____ day of _____

A.D. _____

Given under my hand and Notarial Seal this _____ day of _____ A.D. 1904.

Notary Public.

State of Nebraska,)
County of Douglas.) ss.

I, Mary Murtagh, a Notary Public within and for said County and State, do hereby certify that Algernon S. Patrick and John E. Patrick personally known to me as the persons whose names are subscribed to the foregoing agreement, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act for the uses and purposes therein set forth.

I further certify that my Notarial Commission expires the 9th day of April, A.D. 1907.

Given under my hand and Notarial Seal this 14th day of January A.D. 1905.

Mary Murtagh

Notary Public.

(Seal)

State of Nebraska,)
County of Douglas.) ss.

I, C. H. Marley, a Notary Public within and for said County and State, do hereby certify that Frances K. Holdrege, personally known to me as the person whose name is subscribed to the foregoing agreement, appeared before me this day in person, and acknowledged

that she signed, sealed and delivered the said instrument of writing as her free and voluntary act for the uses and purposes therein set forth.

I further certify that my Notarial Commission expires the 7th day of December, A.D. 1906.

Given under my hand and Notarial Seal this 13th day of January A.D. 1905.

C. H. Marley

(Seal)

Notary Public.

State of Nebraska,)
) ss.
County of Douglas.)

I, C. H. Marley, a Notary Public within and for the said county in the State aforesaid, do hereby certify that G. W. Holdrege and Frances K. Holdrege, to me personally known to be the persons whose names are subscribed to the foregoing instrument as the President and Secretary respectively of The Grinnell Live Stock Company, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as and for their free and voluntary act and as and for the free and voluntary act and deed of the said The Grinnell Live Stock Company for the uses and purposes therein set forth.

I further certify that my commission expires: December 7th 1906.

WITNESS my hand and official seal this 13th day of January A.D. 1905.

C. H. Marley

(Seal)

Notary Public.

D E E D.
WYOMING DIVISION
Contract No. 144 Q.C.Deed
No. 211292

NORTHERN PACIFIC RAILWAY
COMPANY

TO

George Calverley-Rudston,
Dayton, Wyoming.

Filed at 11:00 A.M.
March 25, 1916.

No. 55837

(Q.C.)

Contract No. 144

Wyoming Division.

Quitclaim Deed No. 211292

NORTHERN PACIFIC RAILWAY COMPANY.

THIS DEED, made the eighteenth day of January in the year of our Lord one thousand nine hundred and sixteen by the NORTHERN PACIFIC RAILWAY COMPANY, a corporation of the State of Wisconsin, grantor, to George Calverley-Rudston of Dayton in the County of Sheridan and State of Wyoming grantee, WITNESSETH:

THE GRANTOR, in consideration of the sum of One thousand two hundred seventy-four and 13/100 (\$1,274.13).....Dollars, unto it paid, the receipt whereof is acknowledged, remise/released and quitclaim unto the grantee, his heirs and assigns, all its right, title, and interest in and to the following described tract of land, situate in the County of Sheridan and State of Wyoming, to-wit:

Lot three (3), southeast quarter of northwest quarter and east half of northwest quarter of Section nineteen (19), in township fifty-six (56) North, of Range eighty-six (86) West of the Sixth Principal Meridian, containing according to the United States Government Survey, one hundred fifty-four and 44/100 (154.44) acres, more or less; subject, as reserved in the patent from the United States, to a right of way thereon for ditches or canals constructed by the authority of the United States.

(\$1.50 Rev. Stamps)
(R.H.R. 2-14-16)

IN WITNESS WHEREOF, The grantor has caused these presents to be sealed with its corporate seal, and signed by its President, the day and year first above written.

NORTHERN PACIFIC RAILWAY COMPANY.

By Jule M. Hannaferd.

President.

(Corp. Seal)

Attest: R. H. Rolf, Assistant Secretary.