

State of Wyoming,)
County of Big Horn) ss.

I, Sarah A. Warner a Notary Public, in and for said County, in the State aforesaid, do hereby certify that said Willard Waldo and Minnie M. Waldo Personally known to me as the persons whose names are subscribed to the annexed instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal, this 14 day of December A.D. 1911.

(Seal)

Sarah A. Warner

Notary Public

My commission expires the 9 day of April A.D. 1912.

A G R E E M E N T

W. G. Birkhaeuser to
to
Sheridan Railway and
Light Co.

Filed at 3:45 P.M.

Jan. 12. 1912.

No. 43711

MEMORANDUM OF AGREEMENT, made and entered into this

fifteenth day of January, A.D. 1912, by and between W. G. Birkhaeuser, party of the first part, and the Sheridan Railway and Light Company, a Corporation, party of the second part, WITNESSETH:

1. Party of the first part, in consideration of the covenants promises and agrees to grant and convey to said second party the right of way, not exceeding twenty five feet in width, substantially as said right of way is now staked upon the ground, over and across the following premises, in the County of Sheridan, State of Wyoming. The West half of the South west quarter of section twenty, in Township 57, Range 84 West, such conveyance to be subject to any reservations contained in the patent of said land issued by the Government, a good and sufficient deed, conveying said right of way, free from all incumbrances, or liens of any character, to be delivered to said second party within thirty days from and after the completion by said second party of the work and labor hereinafter agreed by it to be done.
2. Said Second party agrees that it will within a reasonable time hereinafter grade and widen the usually travelled road at the narrow point just west of Tongue River, on the premises aforesaid, so that the said road will have a total width of forty (40) feet, exclusive of the ground necessary for right of way of said second party, the distance so to be widened being from one hundred and fifty to two hundred feet, or thereabouts, and further agrees that its right of way shall lie and be nearest the river bank, so that the usually travelled road shall be between the said right of way of said second party and the bluff to the west. Said second party further agrees that it will fence said usually travelled road on the east side thereof for about the distance aforesaid, such fence to be between the right of way of said second party and the usually travelled road, and to be constructed of sub.

stantial posts firmly set in the ground, and either two iron planks or woven wire attached thereto, said fence to be thereafter maintained and kept in good repair by the said Second Party.

3. It is agreed and understood that said Second Party shall have the right to construct and maintain a loop for the use of its cars and also a waiting station for its patrons, at the terminus of the line of railroad to be constructed by it, such loop to be on the north forty acres of the tract aforesaid, but to in no wise ^{to} interfere with the lease of one acre of the said tract in the north west corner thereof, heretofore entered into between John Dunbraski, the former owner of said premises, and John Hecht, which lease is of record in Sheridan County, Wyoming, with about three years of unexpired term.

IN WITNESS WHEREOF, said first party has hereunto set his hand and said Second Party has caused these presents to be signed by its President, and attested by its Secretary, the day and year first above written.

WITNESSES:
Ernest Boehme

W. G. Birkhaeuser

SHERIDAN RAILWAY COMPANY

Albert Emanuel,

President.

Attest:

Wm. R. Sullivan,

Secretary.

FINAL RECEIPT.
UNITED STATES

to

Linn W. Fairbank

Filed at 3:20 P.M.

Jan. 19, 1912.

No. 43722

DEPARTMENT OF THE INTERIOR
UNITED STATES LAND OFFICE Buffalo, Wyoming.

Serial No. 02067

Receipt No. 792477

CERTIFICATE.

HOMESTEAD.

This Duplicate Certificate should be held until notice of issuance of Patent is received.

December 8, 1911.

IT IS HEREBY CERTIFIED, that, Pursuant to the provisions of Section 2291, Revised Statutes of the United States,

LINN W. FAIRBANK, OF HAMILTON, Sheridan County,

Wyoming.

has made payment in full for the S-1/2NW-1/4 and W-1/2NE-1/4 Section 9, Township 53 N., Range 82 W., 6th Principal Meridian, containing 160 acres.

NOW THEREFORE, Be it known that, on Presentation of this Certificate to the COMMISSIONER OF THE GENERAL LAND OFFICE, the said Linn W. Fairbank shall be entitled to receive a Patent for the lot above described.

W. F. Brittain, Register.