

## WARRANTY DEED RECORD NO. 41

Owsley or Dan W. Owsley or any other person in their names or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, we have hereunto set our hands and seals this 2nd day of July 1935 A. D. 19

Signed, sealed and delivered in the presence of: Agnes S. Owsley (Seal)  
Homer Loucks Dan W. Owsley (Seal)

THE STATE OF WYOMING, }  
 County of Sheridan } SS.

On this 2nd day of July, 1935, before me personally appeared Agnes S. Owsley and Dan W. Owsley 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, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

My commission expires on the 5th day of Feb A. D. 1939

Given under my hand and Notary seal, this 2nd day of July A. D. 1935

( S E A L )

Homer Loucks

Notary Public

## RIGHT OF WAY AGREEMENT

SHERIDAN MEAT COMPANY

TO

CITY OF SHERIDAN

FILED 11/30 A. M.

JULY 22, 1936

NO. 188684

## RIGHT OF WAY AGREEMENT

THIS AGREEMENT, Made and entered into this 30th day of January, 1936, by and between the Sheridan Meat Company 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 tracts of land situate, lying and being in the County of Sheridan, State of Wyoming, to-wit:

A tract of land in the Northeast one quarter of North West one quarter (NE1/4NW1/4) of Section 33, Township 56 North - Range 54 West; of the Sixth Principal Meridian, more particularly described as follows: a strip of land 20 feet wide and 1151.0 feet long whose center line is as follows or as the pipe will be laid on the curves. Beginning at a point North 45 degrees 51 minutes East, 1980 feet from the West one quarter corner of said Section 33; thence North 32 degrees 57 minutes East, 1151.0 feet to a point; said point being the intersection with the south side of the State Highway Right of Way. Containing approximately 0.53 acres.

## SHERIDAN COUNTY, WYOMING

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 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.

(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.

Witnessed by

John X. Morris

Attest:

A. J. Ham

Secretary

Attest:

D. A. Ruff

City Clerk

(CORP. SEAL)

(MUNICIPAL SEAL)

THE SHERIDAN MEAT COMPANY, a corporation

By A. F. Hufford President

party of the First Part

THE CITY OF SHERIDAN, a municipal corporation,

By A. K. Craig Mayor

Party of the Second Part

STATE OF WYOMING )  
COUNTY OF SHERIDAN ) ss

On this 30th day of January, 1936, before me, the undersigned Notary Public in and for the State of Wyoming, A. F. Hufford President, and A. J. Ham Secretary, being first duly sworn, did state that they are respectively the President and Secretary of the Sheridan Meat Company, a Corporation, party of the first part named in the foregoing Right of Way Agreement, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and executed by them on behalf of said corporation by authority of its Board of Directors, and they acknowledged

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that they signed the same as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of January A. D. 1936.

( S E A L )

Geo. G. Carroll

My commission expires Aug 15/39.

NOTARY PUBLIC

## RIGHT OF WAY AGREEMENT

M. M. HAMMA

TO

CITY OF SHERIDAN

FILED 11/30 A. M.

JULY 22, 1936

NO. 188685

## RIGHT OF WAY AGREEMENT

THIS AGREEMENT, Made and entered into this 10th day of February, 1936, by and between M. M. Hamma, of the County of Denver, State of Colorado, 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 tracts of land situate, lying and being in the County of Sheridan, State of Wyoming, to-wit:

A tract of land in the Southeast one quarter of South west one quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section 28, Township 56 north - Range 84 West, of the Sixth Principal Meridian more particularly described as follows: a strip of land 20 feet wide and 1038.9 feet long whose center line is as follows or as the pipe will be laid on the curves; beginning at a point North 89 degrees 43 minutes West, 600 feet more or less from the South one-quarter corner of said section 28, thence North 45 degrees 29 minutes West, 1038.9 feet more or less to a point; Said point being on the west property boundary line; containing approximately 0.48 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 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, 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.