

WARRANTY DEED RECORD NO. 40

STATE OF WYOMING)
COUNTY OF SHERIDAN) ss

On this 1st day of February, 1936, before me, the undersigned Notary Public in and for the State of Wyoming, personally appeared Ruth P. Thomas and husband, George H. Thomas, to me known to be the person 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 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.

Katie Halley

(S E A L)

Notary Public

My commission expires January 9, 1940.

RIGHT OF WAY AGREEMENT

CATHRINA TIMM, EXEC.

TO

CITY OF SHERIDAN

FILED 12/15 P. M.

JUNE 26, 1936

NO. 187951

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, Made and entered into this 6th day of December, 1935, by and between Cathrina Timm as Executrix of the Last Will and Testament of William Timm, deceased, pursuant to order of the District Court of Sheridan County, Wyoming, duly made and entered in the matter of the estate of said William Timm, deceased, under date of December 5th, 1935, authorizing and directing the execution of this agreement by the said Catharina Timm, Executrix, as party of the first part to this agreement, 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 quarter of the Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 9, and the South half of the Northwest quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), the Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 10, Township 55 North, Range 85 West, more particularly described as follows: A strip of land 20 feet wide and 3517.2 feet, more or less, in length, whose center line is as follows or as the pipe will be laid on the curves: Beginning at a point North 63 degrees 58 minutes East, 146 feet, more or less, from a point South 84 degrees 30 minutes West, 359 feet, more or less, from the East quarter corner of said Section 9; thence North 63 degrees 58 minutes East, 1058.8 feet, more or less, and crossing the North and South section line between sections 9 and 10, to a point; thence North 56 degrees 14 minutes East, 599.5 feet, more or less, to a point; thence North 56 degrees 16 minutes East, 139.9 feet, more or less, to a point;

thence North 56 degrees 17 minutes East, 1022.3 feet, more or less, to a point;
thence North 39 degrees 35 minutes East, 696.7 feet, more or less, to a point,
said point being on the East boundary line of the property. Containing
approximately 1.61 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 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.

(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

John X. Morris

Attest:

D. A. Ruff

City Clerk

(CORP. SEAL)

Mrs. Cathrina Timm Executrix

Party of the First Part

CITY OF SHERIDAN, a municipal corporation,

By H. A. Loucke Mayor

Party of the Second Part

STATE OF WYOMING }
County of Sheridan } ss.

On this 6th day of December, 1935, before me, the undersigned Notary Public in and for the State of Wyoming, personally appeared Catherina Timm, as Executrix of the Last Will and Testament of William Timm, deceased, 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, by authority of an order of the District Court, duly made and entered in the matter of the estate of the said William Timm, deceased, now pending in the District Court of Sheridan County, Wyoming.

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)

Geo G. Carroll

Notary Public

My commission expires Aug 15/39.

RIGHT OF WAY AGREEMENT

HARLEY S. TREW & WIFE

TO

CITY OF SHERIDAN

FILED 12/15 P. M.

JUNE 26, 1936

NO. 187952

WITNESSETH:

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, Made and entered into this 30 day of November, 1935, by and between Harley S. Trew and Marie Trew, his wife 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,

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 Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 2, Township 55 North, Range 85 West of the Sixth Principal Meridian, more particularly described as follows: A strip of land 20 feet wide and 641.4 feet, more or less, in length whose center line is as follows or as the pipe will be laid on the curves; Beginning at a point 2489 feet more or less North 53 degrees 35 minutes East from a point 144 feet, South 9 degrees 29 minutes East from the west quarter corner of said Section 2; thence North 53 degrees 35 minutes East, 183.4 feet more or less to a point; thence South 77 degrees 54 minutes East, 458 feet more or less to a point, said point being on the east boundary of the property line. Containing approximately 0.29 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,