STATE OF WYOMING,  
County of Natrona  

This instrument was filed for record October 6, 1937, at 10:35 o'clock A.M., and duly recorded 67 of Deeds on page 543.
Carl Thompson, County Clerk.

DEED

J. K. CAREY & BROTHER  
TO

C. C. DURBIN

THIS DEED, Made this twentieth day of January in the year of our Lord One Thousand Nine Hundred Thirty-Seven, between J. K. CAREY & BROTHER, a corporation organized and existing under and by virtue of the laws of the State of Wyoming, party of the first part, and C. C. DURBIN, of the County of Natrona and State of Wyoming, party of the second part:

WITNESSES: That the said party of the first part, for and in consideration of the sum of TWO HUNDRED THIRTY-FOUR NO/100 ($354.00) DOLLARS, to be paid in full by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, and unto his heirs and assigns FOREVER, the following described tracts, pieces or parcels of land, situated in Section Numbered Eighteen (18), in Township numbered Thirty-Three (33) North, of Range numbered Seventy-Nine (79) West of the Sixth Principal Meridian, in the County of Natrona and State of Wyoming, known as Tracts numbered FIFTY-FOUR (54) and FIFTY-SIX (56), being a part of Tract known as Riverpice Farms, as said Tract is laid down and described on a plat recorded in the office of the County Clerk and Ex-Officio Register of Deeds in and for said County of Natrona, and State of Wyoming, together with a water right for the irrigation of such portion or portions only, of said described land, as may be irrigated, and for said land only, said water to be furnished and supplied by the North Platte River by means of a Pumping Plant located on said Section 18, and supplied through a certain ditch, known as and called T Ditch No. 6, now owned by the said party of the first part, together with such additions and extensions as may be granted from time to time; which said water right shall consist of that quantity of water which bears the same ratio to the entire quantity of water owned by virtue of the said Ditch appropriation and controlled by the said party of the first part, as does the area of land heretofore described bear to the entire area of all lands capable of being irrigated from said Ditch and Pumping Plant as the same is now established or may hereafter be extended, provided that such water right shall not consist of a quantity of water in excess of the quantity authorized by the present laws of the State of Wyoming to be appropriated for the irrigation of the said described land.

It is hereby expressly stipulated that the said party of the second part, by acceptance of this Deed, waives and disclaims for himself, his heirs and assigns, the right to the use of any water from Carey Garden Creek Ditch No. 3.

TO HAVE AND TO HOLD the said above described land and water right unto said party of the second part, his heirs and assigns FOREVER, together with the privileges, hereditaments, tenantments and appurtenances thereunto in any wise appertaining or belonging.

And the said party of the first part, for itself, its successors and assigns, covenants and agrees, to and with the said party of the second part, its heirs and assigns, that at the unsealing and delivery of these presents it is well sealed in the said premises, in hand of a good and indefeasible estate, in fee simple.
And that they are free from all encumbrances whatsoever, excepting however, any taxes or assessments levied on said premises since September 1st, 1932.

And that it is good and lawful right to sell and convey the same. And the said party of the first part will and its successors and assigns shall forever WARRANT AND DEFEND the same against all lawful claims and demands whatsoever.

And the said party of the first part, for itself, its successors and assigns, covenants and agrees to and with the said party of the second part, his heirs and assigns, that he will be the said party of the second part shall and may lawfully at all times hereafter peaceably have, occupy, possess and enjoy the said premises hereby granted, or intended so to be, with the appurtenances, without the lawful hindrance or molestation of the party of the first part, its successors or assigns, or any person or persons whatsoever, by or with its consent, privity or procurement.

Provided, however, that in case the maintenance, conduct or operation by the party of the second part, his heirs or assigns, of any business contrary to the laws of the State of Wyoming or the United States of America, all the right, title and interest in and to said premises conveyed hereby to the said party of the second part, shall forthwith cease, and shall revert to the said party of the first part.

The said party of the second part, for himself, his heirs or assigns, in consideration of the said conveyance, does hereby waive any and all claim or claims which might hereafter arise or accrue unto him for loss or damage by reason of any leakage or overflow from said CW Ditch No. 5 or lateral ditches therefore, belonging to the said party of the first part, either upon the land hereinafter described or any other tract or tracts of land owned by the said party of the second part, anything in any statute or custom to the contrary notwithstanding.

By acceptance of this Deed, and in consideration of the said conveyance, the said party of the second part, for himself, his heirs and assigns, hereby expressly covenants, and agrees with the party of the first part, its successors or assigns, to the following stipulations and conditions.

1. That before he is furnished with a supply of water for said described land, the said party of the second part, will at his own cost, construct in a proper and substantial manner and securely put in place, connected with the main ditch or lateral which may convey water for said land, such headgate or headgates as may be needed to divert, control, or regulate the proportion or quantity of water to which he is entitled, and he and his heirs, or assigns, shall for all times hereafter, at his or their own cost, maintain in good repair said headgate or headgates in such manner as to prevent any waste or loss of water. Neglect or failure to comply with this requirement shall be deemed sufficient cause to shut off the supply of water from said lateral until this requirement shall have been fully and properly complied with.

2. That he, the said party of the second part, his heirs and assigns, will at all times hereafter forever, bear his or their pro rata share of the cost of any work or services and any and all expenses which may be incurred by the party of the first part, its successors, or assigns in maintaining in good repair and in operating said Pumping Plant and Ditch through which a supply of water for the irrigation of said land is obtained and furnished, and that he, the said party of the second part, his heirs or assigns, will pay on demand to the party of the first part, its successors or assigns, his or their pro rata share of such sums as it, the said party of the first part, may pay out or incur with respect to the maintenance, operation and repair of said Pumping Plant and irrigation system; and further that the amount of such pro rata share of such cost and expense shall, as soon
Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8486

...
of control, the water rights from said C Y Ditch No. 5, now attaching to such unutilized portion or portions. Should any such sales be consummated by the said party of the first part, the said party of the first part, its successors or assigns, reserves the right and the party of the second part, his heirs or assigns, hereby expressly covenants and agrees that the said party of the first part, its successors or assigns, shall have the right at its option, after ten (10) per cent of the land irrigable from the said Pumping Plant and C Y Ditch No. 5 has been conveyed by deed by the said party of the first part, its successors or assigns, to turn over unto the holders of water rights for such lands, the control and management of the said Pumping Plant and C Y Ditch No. 5, under the conditions as outlined in the foregoing paragraph, and in such case the said party of the second part, his heirs or assigns, covenants and agrees to accept the control and management of the said Pumping Plant and C Y Ditch No. 5 with the holders of other deeds for such water rights.

Until the management and control of the said irrigation system is so transferred, the said party of the first part, its successors and assigns, shall direct, manage and control the said irrigation system and the distribution of water therefrom, subject to such prudential rules and regulations as it or they may adopt. After the management and control of the said irrigation system shall have been transferred, the said party of the first part, its successors or assigns, shall have the right to sell water rights and proportionate interests in the said irrigation system until all thereof have been sold.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be signed by its President, attested by its Secretary, and its corporate seal to be hereunto affixed the day and year first above written.

J. M. CARRY & BROTHER

By: Joseph M. Carey, President.

ATTEST: Karl B. Ax, Secretary.

J. M. Carey & Brother, Incorporated
SEAL
July 14th 1908
Cheyenne, Wyoming

STATE OF WYOMING

COUNTY OF LARAMIE

On this twentieth day of January A.D. 1937, before me, M. ELIZABETH MILLER, a Notary Public within and for said County of Laramie, State of Wyoming, personally appeared JOSEPH M. CARRY and KARL R. AX, to me personally known, who being by me first duly sworn, did say that they are the President and Secretary respectively of J. M. CARRY & BROTHER (a corporation), and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said JOSEPH M. CARRY and KARL R. AX, acknowledged said instrument to be the true act and deed of said corporation.

Given under my hand and Notarial Seal this twentieth day of January A.D. 1937.

M. Elizabeth Miller
Notary Public

My commission expires October 27, 1939.

M. Elizabeth Miller, Notary Public
Laramie County, Wyoming