

Remit Payment To:  
Big Horn County Title Company  
P.O. Box 72  
Greybull, WY 82426  
(307)765-9999

**INVOICE**

**Billed To:**  
Musser Brothers, Inc.  
1131 13th Street, Suite 101  
Cody, WY 82414

**Invoice Date:** September 1, 2020  
**Please Pay:** at Closing  
**Our File Number:** TC007233  
**Your Reference Number:** WERBELOW BROTHERS

**Property:**  
Hwy 14/16/20 -Parcel 5  
Greybull, WY 82426  
Big Horn County

**Brief Legal:** T52N,R94W, Sec 2, Lot 38 G in  
BHC, WY See Schedule C for Full  
Legal

| DESCRIPTION   | AMOUNT         |
|---|----------------|
| Preliminary Search - No Charge - the Basic Rate Premium will be charged when the property sells<br>NOTE: If property is conveyed without a Title Policy being issued; then there is a search fee of \$200 | 0.00           |
| <b>Invoice Total Amount Due</b>   | <b>\$ 0.00</b> |

PARCEL 5

Thank You

**Big Horn County Title Company**  
**Preliminary Title Search**

**SCHEDULE A**

**Preliminary**

Prepared For: **Musser Brothers, Inc.**

*This Report is done solely for Musser Brothers, Inc. by Big Horn County Title Company for informational purposes only and is in no way intended to represent marketable title.*

1. Report Date: **September 1, 2020**
2. Search Dates From: **May 23, 1950** To: **August 20, 2020 08:00 AM**
3. Fee Simple interest in the land described in this Preliminary Search is owned, on the Search Date, by:  
**Werbelow Brothers Partnership, a Wyoming partnership**
4. The land referred to in this Preliminary Search is described as follows:  
**T52N,R94W, Sec 2, Lot 38 G in BHC, WY See Schedule C for Full Legal**  
(see Schedule C for full legal description)

**BIG HORN COUNTY TITLE COMPANY**

**September 1, 2020**

By:



TRACY A. LAFOLLETTE, TITLE INSURANCE AGENT

# Big Horn County Title Company

## Preliminary Title Search

### SCHEDULE B - SECTION I REQUIREMENTS

The following requirements would have to be met

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
5. Payment of all taxes through and including those for the year 2019.
  - A. Taxes for the year 2019 in the amount of \$1928.29 for Tax Parcel No. 52-94-002-00336 are PAID. (Other lands included)
6. Provide Title Company with a signed Owner's/Borrower's and/or Lien Affidavits.
7. Warranty Deed from Werbelow Brothers, a Wyoming Partnership, to Grantee "To Be Determined", to be recorded in the Public Records of Big Horn County, Wyoming.
8. Affidavit stating the Partnership Agreement of Werbelow Brothers Partnership has not been further amended and the names of the partners are the same as the original Partnership Agreement that is on file at the Title Company.
9. The requirement to contact the Title Company when a transaction is determined as exceptions and requirements may change and the title insurance premium will be collected.

# Big Horn County Title Company

## Preliminary Title Search

### SCHEDULE B - SECTION II EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Rights of claims of parties in possession or claiming to be in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, or questions of location, boundary, and area which are dependent upon a correct survey or inspection of the premises for determination.
4. Any lien, or right to a lien, for services, labor, or material heretofore to hereafter furnished, imposed by law and not shown by the public records.
5. Unpatented mining claims, reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any service, installation or connection charge for sewer, water or electricity.
7. General taxes not now payable; matters relating to special levies or assessments, if any, preceding the same becoming a lien.
8. This Commitment and Policy to be issued only pertain to Vacant Land.
9. All right, title or interest in any minerals, mineral rights or related matters or interests derive therefrom, including, but not limited to, oil, gas, coal, and other hydrocarbons, whether shown or not by Public Record.
10. Right, title and interest in and to any personal property located on said land not attached and appurtenant to said land and any UCC that may be filed against said personal property.
11. Right, title and interest to any and all fences appurtenant to or encroaching upon said land, whose exact location is not disclosed by any survey of record, and to the ownership of said fences and the maintenance thereof.
12. Right-of-Way for a road as officially taken and established by Big Horn County, Wyoming or the Wyoming Department of Transportation, and incidental purposes as they pertain to county or state roads across and to said lands; including Road Highway 14/16/20 as depicted with in the County Assessor GIS map.

## SCHEDULE B - SECTION II

### EXCEPTIONS

(continued)

13. Reservations to the United States of America, all the oil and gas in the lands so patented, and to it or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914. Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; but excepting nevertheless, and reserving unto the United States, rights-of-way over, across, and through said lands for canals and ditches constructed, or to be constructed by its authority, all in the manner prescribed and directed by the Act of Congress approved August 30, 1890. Patents recorded in Book 94 at Page 181 and in Book 97 at Page 192 Big Horn County, Wyoming records.
14. Right-of-Way, whether in fee or easement only, right for electrical transmission and distribution line and/or systems, and for incidental purposes, as granted to Pacific Power & Light, its successors and assigns, as recorded on April 24, 1957, in Book 171 at Page 520, Big Horn County, Wyoming records.
15. Right-of-Way, whether in fee or easement only, right for access driveway, utilities, irrigation pipe and ditches, and for incidental purposes, as granted by and between Marie K. Van Matre and Raymond Hogan, as recorded on March 22, 1976, in Book 307 at Page 606, Big Horn County, Wyoming records.

**Big Horn County Title Company**  
**Preliminary Title Search**

**SCHEDULE C**  
**PROPERTY DESCRIPTION**

The land referred to in this Preliminary Title Search is described as follows:

**Township 52 North, Range 94 West of the 6th P.M. Big Horn County, Wyoming.**

**Section 2: Lot 38-G and Lot 38-F South of U.S. Highway 14, 16, 20**

307@606

503207

EASEMENT AGREEMENT

THIS AGREEMENT is made this 19th day of December, 1975, by and between MARIE K. VAN MATRE of Emblem Route, City of Greybull, County of Big Horn, State of Wyoming, hereinafter referred to as Grantor, and RAYMOND HOGAN of Route 3, Box 61 of the City of Rimmundy, State of Illinois, 62854, hereinafter referred to as Grantee.

R E C I T A L S

1. WHEREAS, the parties hereto have an interest in adjoining real estate situated in the County of Big Horn, State of Wyoming and described, respectively, as follows:

Grantor owns Lot 38C in Section 2 of Township 52 North, Range 94 West of the 6th Principal Meridian.

Grantee owns Lot 39D, Section 2, Township 52 North, Range 94 West of the 6th Principal Meridian, and

2. WHEREAS, the parties to this agreement desire that a certain easement road be granted by the Grantor to the Grantee over and upon that property described above as belonging to the Grantor and extending from the U. S. Highway No. 14 across said described land until the easement road reaches the land belonging to the Grantee as hereinafter provided, and

3. WHEREAS, it is further the desire of the parties that the Grantee will allow the Grantor herein the use of a twenty (20) foot lane more or less on Grantee's northwest edge of his property for the purposes of watering up to eight head of horses belonging to Grantor as hereinafter provided.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION ONE  
CONVEYANCE OF EASEMENT TO GRANTEE

Grantor does hereby agree to grant and convey to Grantee a twenty (20) foot easement for driveway purposes over and across the property owned by Grantor and described as follows: Lot 38C in Section 2, Township 52 North, Range 94 West of the 6th Principal Meridian, County of Big Horn, State of Wyoming; such easement to run along the western boundary of said Lot 38C, starting from the presently existing access gate and approach to U. S. Highway 14 and running in a southerly direction along said western-most boundary of said Lot 38C and continuing in such a direction until said road reaches Lot 39D which is more particularly described above as belonging to the Grantee. Attached to this easement agreement and made a part hereof is a plat showing the proposed roadway prepared by William E. Dickinson, a licensed surveyor. It is understood and agreed by and between the parties to this easement agreement that the attached plat showing proposed roadway shall be used in every respect to determine the exact precise location of the easement herein granted. The parties agree that any construction and/or maintenance or other work necessary for the establishment of said road shall all be done in accordance with the specifications and location noted on the plat which has been attached to this agreement and made a part hereof. Except as herein granted, the Grantor shall continue to have the full use and enjoyment of the property.

SECTION TWO  
"DRIVEWAY PURPOSES" DEFINED

"Driveway purposes" as used in this agreement means that the easement herein granted, whether to be used by Grantor or Grantee, or their guests, employees, invitees, or licensees, is to be confined as a driveway enabling the parties to obtain access to their property above described.

SECTION THREE  
CONSTRUCTION & MAINTENANCE

The easement described above shall be constructed and maintained in good repair by Grantee at his sole cost and expense.

SECTION FOUR  
CONSIDERATION

Grantee agrees to pay Grantor the sum of One Thousand and No/100 Dollars (\$1,000.00) for this easement immediately upon receiving the original of this agreement executed and properly acknowledged by the Grantor. Tender of Grantee's valid check shall constitute a sufficient tender of payment. Upon proper tender, Grantor will grant and convey by a good and sufficient deed the aforesaid easement within ten days following payment. The obligation of Grantee to pay Grantor this amount of money is conditioned on Grantor's having the legal right to grant the easement to Grantee.

SECTION FIVE  
GRANTOR TO FURNISH PROOF OF TITLE

Grantor agrees to furnish Grantee on written demand by Grantee her abstract of title showing marketable title up to the date of this agreement and indicating that Grantor has in all respects the legal ownership in the land that is to be conveyed by way of this easement agreement. Grantor agrees to guarantee that she has marketable title in said land and will protect the Grantee from any difficulties with respect to his ownership and use of said easement. Grantor agrees to hold Grantee harmless from any and all difficulties or expense incident to protecting his interest and ownership in the easement hereby granted and agrees, in the event that it becomes necessary, to defend Grantee's title to same.

SECTION SIX  
EASEMENT TO RUN WITH LAND

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors or assigns.

SECTION SEVEN  
DURATION OF EASEMENT

The duration of the easement herein granted shall be perpetual and irrevocable.



Easement Agreement  
Page Three

SECTION EIGHT  
RESERVATION OF EASEMENT

Grantor, however, hereby expressly reserves to herself, her heirs, executors, administrators, personal representatives and assigns, an easement in the identical road that is herein being granted to the Grantee, and said reservation shall have perpetual duration.

SECTION NINE  
TRANSMISSION LINE, TELEPHONE LINE AND OTHER UTILITIES  
EASEMENT

In consideration for the sum of One Thousand and no/100 Dollars (\$1,000.00) which has been paid under this easement agreement, the Grantor grants to the Grantee an additional easement to use the road easement as granted above for the following purposes: The perpetual right to enter at any time and from time to time and to erect, maintain, repair, rebuild, operate and patrol electric power and telephone transmission lines, including the right to erect poles and other transmission lines, structures, wires, cables and any necessary appurtenances. The Grantor grants to the Grantee the additional right to use the road easement as above granted and set forth for the purpose of conveying natural gas or other utilities to his property above described. The location of said electric power, telephone, and other utility lines shall be on that strip of land set forth and described by the plat which has been attached and made a part of this agreement.

SECTION TEN  
GATES

Grantee agrees to install a swinging metal gate in the fence line that crosses the proposed easement; the fence in question lies approximately midway between U. S. Highway 14 and the entrance to Grantee's property. Grantee further agrees to install a gate in the fence where the proposed easement enters his property as set forth and described by the plat which has been attached and made a part of this agreement. Grantee also assures and guarantees to Grantor that he will keep all gates located on the easement shut at all times.

SECTION ELEVEN  
REPLACEMENT OF STEEL PIPE

Both parties hereto are aware of the fact that there is an irrigation ditch that crosses the above described easement approximately one-half the distance between U. S. Highway 14 and the Grantee's north boundary and that the pipe is used to carry the irrigation water across the existing road and the pipe is in need of repair. It is therefore the agreement of the parties hereto that the Grantor will purchase and pay for a corrugated steel pipe or any other accessible pipe that is in good condition. The pipe will be large enough to carry Grantor's irrigation water across the above described easement. Upon purchasing the above described pipe, Grantor will deliver the pipe to Grantee and the Grantee herein agrees at his own expense to bury the pipe and the pipe shall be buried in such a fashion that it will carry Grantor's irrigation water across the above described easement as the old pipe had in previous years.

SECTION TWELVE  
FLOODING, OVERFLOWING AND SEEPAGE OF DITCHES

It is further agreed that Grantor will exercise reasonable care to see to it that her irrigation ditches do not overflow or that the banks of said ditches do not break causing flooding of the easement herein granted to the Grantee. Any seepage from the ditches that cannot be reasonably controlled by the Grantor will be permitted and the Grantee will hold the Grantor harmless from any damages to his easement as a result of such seepage.

SECTION THIRTEEN  
EXISTING IRRIGATION DITCHES

Both parties hereto are aware of the fact that at the present time, the Grantor has an irrigation road in the exact location of the easement to be granted to the Grantee pursuant to this agreement. That the irrigation road is approximately ten (10) feet in width and the irrigation ditch has an irrigation ditch on both sides of the road. If the Grantee herein ever decides to use the entire twenty (20) foot right-of-way herein granted, the Grantee will undergo the necessary expense and will change the location of the ditches in such a fashion that the changed ditches will accomplish the same purpose as the present ditches do, but such a change of ditches will only be necessary if Grantee uses his full twenty (20) foot right-of-way to the extent that such use interferes with Grantors use of the ditches for irrigation purposes. It is further agreed that the Grantee will not alter or change the location of the irrigation ditches at any time that it would interfere with Grantor's use of the ditches during any irrigating season.


SECTION FOURTEEN  
CONVENIENCE OF LANE TO GRANTOR BY GRANTEE

Grantee hereby agrees to grant and convey to Grantor the use of a twenty (20) foot wide lane, more or less, on Grantor's western boundary of Lot 39D, Section 2, Township 52 North, Range 94 West of the 6th Principal Meridian, County of Big Horn, State of Wyoming, said 20 foot lane shall run through the northwest edge of Grantee's ~~western~~ boundary and running from north to south to the edge of the existing water course. The purpose of this lane is to allow Grantor to water up to eight (8) head of horses at the existing water course. It is further agreed between the parties hereto that the Grantor will fence this twenty (20) foot lane, more or less, at her own expense. The right to use this lane by Grantor shall be non-revokable only during Grantor's life. The Grantee agrees to grant and convey the above lane to Grantor at the same time as the Grantor grants and conveys the above described easement to Grantee.

\* FOR SO LONG AS SHE SHALL OWN HER LOT 39D AND THE HORSES. RM

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

  
Marie K. Van Matre

  
Raymond Hogan

Easement Agreement  
Page Five

STATE OF WYOMING )  
 )ss.  
COUNTY OF BIG HORN )

The foregoing instrument was acknowledged before me by Marie R. Van Matre this 29 day of December, 1975.

Witness my hand and official seal.



Vickie L. Curless  
Notary Public

My commission expires:

April 1, 1978

STATE OF Illinois )  
 )ss.  
COUNTY OF Marion )

The foregoing instrument was acknowledged before me by Raymond Hogan this 27 day of December, 1975.

Witness my hand and official seal.



Glenn M. Doolen  
Notary Public

My commission expires:

Dec. 26-1976