

**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:** July 31, 2020

**Please Pay:** at Closing

**Our File Number:** TC007236

**Your Reference Number:** WERBELOW BROTHERS

**Property:**

Hwy 14/16/20 - Parcel 8  
Greybull, WY 82426  
Big Horn County

**Brief Legal:** T52N,R94W, Sec 2, Lt 38 H, 1 Pt Lt  
38 D,E 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 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 8  
Thank You**

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

**SCHEDULE A**

**Preliminary Search**

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: **July 22, 2020**
2. Search Dates From: **May 23, 1950** To: **July 16, 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, Lt 38 H, 1 Pt Lt 38 D,E in BHC, WY See Schedule C for Full Legal**  
(see Schedule C for full legal description)

**BIG HORN COUNTY TITLE COMPANY**

**July 31, 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 \$575.38 for Tax Parcel No. 53-93-031-00342 are PAID.
  - B. Taxes for the year 2019 in the amount of \$2166.99 for Tax Parcel No. 52-94-001-00344 are PAID.
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. Rights-of-Way for utilities as they may cross said lands.
11. 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.
12. 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.
13. 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)

14. 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 93 at Page 284, in Book 242 at Page 650 and in Book 333 at Pages 289 and 687, Big Horn County, Wyoming records.
  
15. Matters, rights and restrictions provided within a "Clear Zone Easement", whether fee or easement only, the right for a perpetual navigation easement for the use and benefit of the public, and for the unobstructed and unrestricted flight of aircraft in, through, and across the airspace over and above said lands; including but not limited to building restrictions provided therein; said easement where Thomas J. Wamhoff, Grantor and Big Horn County, Wyoming, South Big Horn County Airport, Grantee, recorded March 24, 1975 in Book 300 at Page 289.

**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, 6th P.M., Big Horn County, Wyoming.**

**Section 1: All of Lots Two (2), Three (3), Four (4), Five (5), Seven (7) and the North 1/2 of Lot Eight (8) all of Tract 73 Resurvey.; EXCEPTING THEREFROM Parcel No. 1 and Parcel No. 2 the following described land in Lots 5, 7 and 12 of Lot No. 73, Township 52 North, Range 94 West of the 6th P.M., Resurvey, Big Horn County, Wyoming, being described as follows; Beginning at a point on the West line of Lot No. 73, Township 52 North, Range 94 West, said point being located South 1343.4 feet from the Northwest corner of said Lot No. 73; thence South 89°57' East, 234.8 feet; thence South 0°14' East 2121.9 feet to a point on the Northerly right-of-way line of State Highway No. U.S. 14, 16, and 20; thence from a tangent bearing of North 87°05' West along a curve to the left, having a radius of 5789.58 feet, through a total angle of 2°24'38", for a distance of 243.6 feet along said Northerly highway right-of-way line to a point on the West line of said Lot No. 73; thence North 2114.8 feet along the West line of said Lot No. 73 to the Point of Beginning.**

**AND**

**Section 1: That part of Lot 12, described as follows: Beginning at the Northeast corner of said Lot 12, Section 1, Township 52 North, Range 94 West 6th P.M., thence 10 feet West along the North line of said Lot 12, Section 1 to the Place of Beginning; thence South parallel to the East line of Lot 12, Section 1 a distance of 626 feet; thence West parallel to the North line of Lot 12, Section 1, a distance of 1657 feet to the West line of said Lot 12, Section 1; thence North along the West line of said Lot 12, Section 1, a distance of 473 feet to the Northwest corner of said Lot 12, Section 1; thence East along the North line of said Lot 12, Section 1, a distance of 1651 feet to the Point of Beginning; EXCEPTING THEREFROM that portion of Lot 12, granted to the State of Wyoming, by and through its State Highway Commission in Book 206 page 537.**

**Township 53 North, Range 93 West, 6th P.M., Big Horn County, Wyoming**

**Section 31: S½SE¼**

300 @ 289

CLEAR ZONE EASEMENT

WHEREAS, Thomas J. Wanhoff, hereinafter called the Grantor, may become the owner in fee of that certain tract or parcel of land situate in the County of Big Horn, State of Wyoming, described in paragraph 1 below; and

WHEREAS Big Horn County, hereinafter called the Grantee, is the owner and operator of the South Big Horn County Airport situate in the said County of Big Horn, State of Wyoming, in close proximity to the said tract or parcel of land of the Grantor; and

WHEREAS for the protection of the aircraft landing and taking off at the South Big Horn County Airport, it is deemed necessary that the land in the immediate approaches, within approximately one-half mile, to the runways of the said airport be and remain, cleared of any buildings, structures, objects, growths, or assemblies of persons, other than air navigation facilities; and

NOW, THEREFORE:

1. In consideration of the sum of One Dollar (\$1.00), and other valuable consideration in hand paid to the Grantor by the Grantee, the receipt and sufficiency of which is hereby acknowledged, the Grantor, for himself, his heirs, successors and assigns, does hereby give and grant to the Grantee for the use and benefit of the public, a perpetual aviation easement and right-of-way for the unobstructed and unrestricted flight of aircraft in, through, and across the airspace over and above the following described land, at any altitude or height above the surface of the land, more fully described as follows:

S $\frac{1}{2}$ SE $\frac{1}{4}$ , Section Thirty-one (31), Township 53 North, Range 93 West of the Sixth P. M., and

Lot Seventy three-two (73-2), Section One (1), Township 52 North, Range 94 West of the Sixth P. M., and

containing 130.56 acres.

2. The Grantor, for himself, his heirs, successors and assigns does hereby covenant and agree that he will not erect, maintain, or allow any buildings, structures, or objects to remain or be placed on the real estate described in paragraph 1 herein, or permit any growths thereon; provided, however, that

v. 300 @ 288

the Grantor reserves unto himself, his heirs, successors and assigns, the right of use of the said land for crop farming purposes and may bring farm machinery on the land temporarily as necessary to carry out farming tasks.

3. The Grantor, for himself, his heirs, successors and assigns, does hereby further covenant and agree that he will not use or suffer the said land to be used by any assembly of persons or in such a manner as might attract or bring together an assembly of persons thereon.

4. The Grantor, for himself, his heirs, successors and assigns, does hereby further give and grant to the Grantee a continuing right of entry upon the aforesaid land for the purpose of removing and preventing the construction or erection of any buildings, structures, or facilities and the growth of any trees or other objects upon the land, other than those herein expressly excepted.

5. It is understood and agreed that these covenants and agreements shall be binding upon the heirs, administrators, executors, and assigns of the parties, that these covenants and agreements shall run with the land, and that for the purposes of this instrument, the real estate described in paragraph 1 and owned by the Grantee, shall be the dominant tenement, to-wit: South Big Horn County Airport, situated in Section 6, Township 52 North, Range 93 West, and within Section 32, Township 53 North, Range 93 West, and within Section 1, Township 52 North, Range 94 West, all of the 6th P. M., Big Horn County, Wyoming.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this 29<sup>th</sup> day of December, 1972.

*Thomas J. Wamhoff*  
Thomas J. Wamhoff

STATE OF WYOMING        )  
                                  ) ss.  
County of Big Horn     )

On this 29<sup>th</sup> day of December, 1972, before me personally appeared Thomas J. Wamhoff, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, including the release and waiver of the right of homestead, and the said person having been by me fully apprised of his right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial Seal this 29<sup>th</sup> day of December, 1972.

*Robert C. [Signature]*  
Notary Public



My commission expires Nov. 17, 1974.

10:35 A.M. March 24, 1975  
Ellen Cowan Whippo County Clerk and Ex-Officio