

**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 28, 2020

**Please Pay:** at Closing

**Our File Number:** TC007220

**Your Reference Number:** WERBELOW BROTHERS

**Property:**

Hwy 14/16/20 - Parcel 1  
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 1

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 27, 2020**
2. Search Dates From: **October 11, 1950** To: **July 21, 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 28, 2020**

By: \_\_\_\_\_

  
TRACY A. LAFOLLETTE, TITLE INSURANCE AGENT

**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. 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.
9. 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.
10. 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.
11. 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.
12. 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 97 at Page 193, Big Horn County, Wyoming records.

**SCHEDULE B - SECTION II**

**EXCEPTIONS**

(continued)

13. Right-of-Way, whether in fee or easement only, perpetual right for a gas pipeline, electrical distribution line and/or systems, and for incidental purposes, as granted to Montana-Wyoming Gas Pipe Line Co., a Delaware Corporation, its successors and assigns, as recorded on April 2, 1951, in Book 100 at Page 581, Big Horn County, Wyoming records.
14. Right-of-Way, whether in fee or easement only, right for an electric transmission line, and for incidental purposes, as granted between the United States Department of the Interior, Bureau of Reclamation and Martin Fiene and Mary A. Fiene , as recorded on August 11, 1951, in Book 105 at Page 234, Big Horn County, Wyoming records.
15. Right-of-Way, whether in fee or easement only, right for and Notice of Location of the pipeline system, and for incidental purposes, as granted to Express Pipeline Partnership, a Delaware Partnership, as recorded on July 24, 1996 in Book MF34 at Page 0094 and in Book MF37 at Page 1735, 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:

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

**Section 4: Lot Forty-four-A (44-A) and Lot Forty-four-H (44-H) North of U.S. Highway 14, 16, 20**

298797

No. 334 MW

MONTANA-WYOMING GAS PIPE LINE CO.  
Easement - Cathodic Protection

THIS INDENTURE, made this 24 day of March, A.D. 1951, between MARTIN FIENE and MARY FIENE, his wife, of Greybull, Wyoming, hereinafter called "OWNER" and MONTANA-WYOMING GAS PIPE LINE CO., a Delaware corporation, 831 Second Avenue South, Minneapolis, Minnesota, hereinafter called "COMPANY,"

WITNESSETH:

1. OWNER for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain and convey unto the COMPANY, its successors and assigns forever, the right, privilege and authority to construct, operate, maintain, repair and remove upon, over, under and across the following described real estate, ground electrodes, electric wires, poles and towers, with all necessary and incidental instruments, apparatus, devices, equipment and appurtenances with sufficient shelter therefor, for the purpose of protecting the COMPANY'S gas pipelines against corrosion; said real estate being situated in the County of Big Horn, State of Wyoming, and described as follows:

Lot 44-H in Township Fifty-two (52) North, Range Ninety-four (94) West.

2. All wires, pipes and material buried in the ground shall be buried at a depth of not less than eighteen inches (18"). This easement covers the installation, maintenance, repair and removal of only such items as are necessary and incidental to secure protection against corrosion of the COMPANY'S gas lines and grants no right for any installation of equipment or property not used or useful in connection therewith.

3. OWNER hereby grants to the COMPANY, its successors and assigns, the right at all reasonable times to enter upon said premises for the purpose of constructing, maintaining, operating, repairing and removing any of the aforesaid property while used for corrosion protection. The COMPANY by acceptance of this easement agrees to pay the OWNER, or OWNER'S tenant, all damages resulting to crops, fences, buildings or improvements upon said premises caused by the COMPANY in constructing, maintaining, repairing, operating or removing said property.

IN WITNESS WHEREOF, the OWNER has executed these presents as of the day and year first above written.

Witnesses:

[Signature]  
\_\_\_\_\_

Martin Fiene  
Mary Fiene  
\_\_\_\_\_

(Owner)

STATE OF WYOMING }  
COUNTY OF BIG HORN } SS.

On this 24 day of March, A.D. 1951, before me, the undersigned, a Notary Public in and for the State of Wyoming, personally appeared Martin Fiene and Mary Fiene, his wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



[Signature]  
NOTARY PUBLIC, STATE OF WYOMING  
Residing at Greybull, Wyoming.  
My Commission Expires \_\_\_\_\_

Consideration Less Than \$100

My Commission expires July 16, 1954

Filed for record 9:55 a.m. April 2, 1951.  
Margret Murphy County Clerk and Ex-Chief Registrar of Records

By \_\_\_\_\_ Deputy

105@234 ✓

Parcel 167

MARTIN FIENE

Contr. Symbol No. 179-1965

234

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

302515

Contract and Grant of Easement

THIS CONTRACT, made this 15 day of MAY  
1957, pursuant to the Act of Congress approved June 17, 1902 (32 Stat., 388),  
and acts amendatory thereof or supplementary thereto, between the UNITED STATES  
OF AMERICA, hereinafter referred to as United States, and  
MARTIN FIENE AND MARY A. FIENE, his wife  
hereinafter collectively referred to as Vendor:

WITNESSETH:

The following grant and the following mutual covenants by and between the  
parties:

1. For the consideration hereinafter expressed Vendor does hereby grant  
unto the United States, its successors and assigns, the right, privilege and  
easement to construct, operate and maintain an electric transmission line, with  
all poles, cross arms, cables, wires, guys, supports, fixtures and devices, used  
or useful in the operation of said line, through, over and across the following-  
described land situated in the County of BIG HORN, State of  
WYOMING, to-wit:

Lots Forty-four A (44A) and Forty-four H (44H) of Township Fifty-two (52)  
North, Range Ninety-four (94) West, Sixth (6th) Principal Meridian.

Checked for Engineering Data 5-14-57

Thomas Barmalis  
Engineer



RIGHT-OF-WAY AGREEMENT

This Pipeline Right-of-Way Agreement ("Agreement") is made by and between Werhelo Brothers, a partnership ("Owner", whether one or more), whose address is Emblem Route, Greynull, Wyoming 82426 and its successors in title, successors, executors, administrators, heirs, and assigns, and Express Pipeline Partnership, a Delaware partnership, its successors, designates, licensees, lessees, and assigns ("Company"), whose address is 3333 2nd Avenue North, Billings, MT 59101. The Real Property covered by this Agreement is located in Big Horn County, Wyoming and is more particularly described as follows.

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

Section 3: Lots Forty-Three -A (43-A), Forty-Three-B (43-B), Forty-Three-C (43-C), and Forty-Three-D (43-D)

Section 4: Lots Forty-Four-A (44-A) and Forty-Four-H (44-H), Lots Forty-Five-A (45-A) and Forty-Five-H (45-H)

1. Easement Rights: For Ten Dollars (\$10.00) and other good and valuable consideration, and in consideration of the covenants herein, Owner hereby grants, sells, and conveys to Company the following collectively the "Easement Rights"):

- (a) the perpetual, exclusive easement fifty (50) feet in width on and under the above-described Real Property, the approximate location of which is depicted on Exhibit "A" attached hereto and made a part hereof ("Right-of-Way"), for the purposes of surveying, constructing, operating, maintaining, inspecting, removing, replacing, and repairing a buried pipeline and above-ground equipment and appurtenances that Company deems necessary, useful, or convenient for the maintenance and operation of said line, including but not limited to cathodic protection equipment, test leads, pipeline markers, and communication facilities for sending and receiving signals, data, and information therefor (collectively the "Pipeline System");
- (b) the right of ingress to and egress from the Right-of-Way, for all purposes useful or convenient in connection with the Easement Rights, over and across the Real Property at any and all times, by means of roads and lanes thereon, if such there be, otherwise by such practicable route or routes as shall occasion the least damage and inconvenience to Owner;
- (c) the right to use all temporary work space as shown in Exhibit "A" as required by the Company during construction and final clean up of the Pipeline System ("Work Space").

2. ~~Additional and Final Payments: Company agrees not to exercise any Easement Rights with respect to the Pipeline System, except for the purposes of surveying and collecting data, unless and until Company pays to Owner the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) ("Additional Payment") which, together with the consideration recited in Paragraph 1, shall constitute the full consideration for the Easement Rights, it being understood and agreed, however, that Company is not obligated to make the Additional Payment unless company elects to construct the Pipeline System. Owner agrees that upon request of Company, Owner will execute an appropriate document acknowledging receipt of the Additional Payment and Company's exercise of the Easement Rights.~~

3. ~~Covenant Subject to Early Termination: This Agreement and the Easement Rights are and shall be a covenant running with the lands of Owner, provided, however, that should Company fail to pay to Owner said Additional Payment on or before the second anniversary of the execution date of this Agreement, then this Agreement shall terminate and the Easement Rights shall be thereafter deemed null and void. If Company does not make the Additional Payment: (i) Owner shall retain all amounts thereon paid, and (ii) Company will execute and place of record a release of this Agreement.~~

THIS RIGHT-OF-WAY AGREEMENT IS SUBJECT TO ARBITRATION UNDER THE UNIFORM ARBITRATION ACT



0836150



4. **Compensation for Damage:** As soon as reasonably practicable after the construction of the Pipeline System, Company shall remove all construction debris from the Right-of-Way and restore the Right-of-Way to its former state as far as is practicable. Company will compensate Owner for unrecovered damage to Owner's property, including crops, pasture, and timber, where such damage occurs as a result of Company's exercise of its Easement Rights. Company shall indemnify Owner against any loss or damage caused by any negligent act or omission of Company, its agents or assigns, in the scope and course of their employment, except to the extent and in proportion that such loss or damage is caused by the negligence of Owner, its invitees, agents, or assigns.
5. **Use of Right-of-Way by Owner:** Owner shall not, without the prior written consent of Company, which shall not be unreasonably withheld, plant trees, build, excavate, quarry, mine, construct, drill, install, erect, pile, or permit to be built, excavated, quarried, mined, constructed, drilled, installed, erected, or piled on, over, or under the Right-of-Way, any pit, well, quarry, mine, foundation, building, pavement, road, landfill, dump, or mounds of any material whatsoever, or any other structure, installation, or improvement. Subject to the foregoing, Owner shall have the right to use and enjoy the Right-of-Way so long as such use does not interfere with the Easement Rights of Company.
6. **Location Markers:** Owner grants to Company the right to mark the location of the Right-of-Way by suitable markers set in the ground, provided that said markers shall be placed at fence lines or other locations which shall not interfere with any reasonable use Owner shall make of the Right-of-Way.
7. **Notice of Location:** Company may, at any time, further define the location of the Right-of-Way by recording at the County Recorder's Office a "Notice of Location" referring to this instrument and setting forth a legal description of the location of the Pipeline System or the Right-of-Way, which description may be set forth by a map attached to said Notice of Location. A copy of said Notice of Location shall be delivered to Owner.
8. **Compliance:** Company will comply with all applicable laws and regulations, including regulations as to the depth for burying the pipeline, the restoration of the surface of all Real Property disturbed by Company as nearly as practicable to the original contour, and the reclamation of the surface that has been disturbed. So long as it is not thereby in violation of such regulations, Company agrees to bury the pipeline on agricultural land so as not to interfere with the ordinary use and cultivation of the soil by Owner.
9. **Company Property:** The Pipeline System shall at all times until surrendered, remain the personal property of Company, notwithstanding that it may be annexed or fixed to the land and may at any time and from time to time be removed in whole or in part by Company.
10. **Abandonment:** In the event of the abandonment of the use of the Right-of-Way and of the exercise of the Easement Rights, the Company may, at its option, either leave the Pipeline System in place or remove it. In the event of removal, the Company shall restore the Right-of-Way insofar as it is practicable so to do. In the event that the Company abandons the use of the Right-of-Way and Easement Rights for a period of three (3) successive years, the Company agrees to execute and place of record a release of the Right-of-Way and the Easement Rights.
11. **Notices:** Any notice and any payment to be made hereunder shall either be served upon a party personally or served by prepaid, registered, or certified mail, return receipt requested, directed to the party to be served at the address set forth on page one (1) of this Agreement. A party wishing to change the designated address shall do so by notice in writing to the other party. Notice or payment served by mail shall be deemed complete seven (7) days after deposit in the mail. Rejection or other refusal to accept or the inability to deliver at such address because of a changed address of which no notice was given, shall be deemed to be receipt of the notice or payment.
12. **Separability:** If any term, provision, covenant, or condition of this Agreement is held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of the terms, provisions, covenants, or conditions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
13. **Binding Effect/Assignability:** This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors in title, legal representatives, successors, and assigns of the parties hereto. Either party may assign its rights hereunder in whole or in part.
14. **Entire Agreement:** This Agreement constitutes the entire agreement between Owner and Company relating to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions between the parties whether oral or written.

15. Arbitration: In the event of a dispute hereunder which the parties cannot settle and to the extent allowed by law, the matter at issue shall be determined by an arbitration committee consisting of three (3) arbitrators, one (1) to be appointed by Owner, one (1) to be appointed by Company, and the third by the two arbitrators so appointed. The third arbitrator shall be the chairman of the committee, provided that if no majority decision is reached, the decision of the chairman shall be the decision of the committee. The decision of the committee shall be final and binding upon the parties hereto. Except as hereby modified, the provisions of the Uniform Arbitration Act for the state in which the Right-of-Way is located shall apply to the arbitration proceedings.

It is understood, and Owner hereby acknowledges, that the person securing this Agreement is without authority from Company to make any agreement or representation in regard to the subject matter of this Agreement which is not herein expressed. Any oral representations or modification supplementing this Agreement shall be of no force and effect except in a subsequent written modification executed by the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this 7th day of June, 1996.

EXPRESS PIPELINE PARTNERSHIP

By Richard Farmer  
Richard Farmer, Right-of-Way Coordinator  
COMPANY

Werbelow Brothers, a Partnership  
(Printed Name of Entity)

By George H. Werbelow  
Delbert R. Werbelow  
Its Partners  
Tax ID No. 830188414

(Printed Name of Entity)

By \_\_\_\_\_  
Its \_\_\_\_\_  
Tax ID No. \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Social Security No.: \_\_\_\_\_

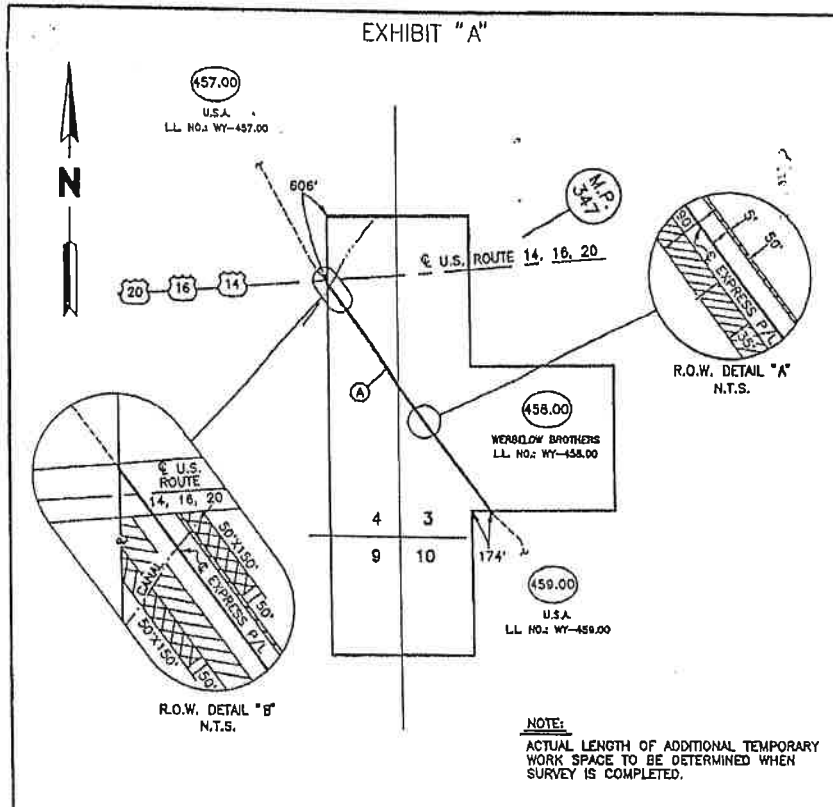
Printed Name: \_\_\_\_\_  
Social Security No.: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Social Security No.: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Social Security No.: \_\_\_\_\_



EXHIBIT "A"



**NOTE:**  
ACTUAL LENGTH OF ADDITIONAL TEMPORARY WORK SPACE TO BE DETERMINED WHEN SURVEY IS COMPLETED.

FILE INFO: 057458S 1=1000 03/29/1996 BH

NO.	DATE	REVISIONS	BY	CHKD.	APPR.

SEGMENT	BEARING	DISTANCE	RODDAGE	LINE LIST NO.: WY-458.00
A	S35°45'06"E	2,536'	153.7	<b>WERBELOW BROTHERS PROPERTY SKETCH*</b> SECTIONS 4 & 3, T 52 N - R 94 W BIG HORN COUNTY WYOMING
TOTAL ACROSS PROPERTY			2,536'	

LEGEND	
	PERMANENT EASEMENT (2.91 AC. APPROX.)
	TEMPORARY WORK SPACE (2.33 AC. APPROX.)
	ADDITIONAL TEMPORARY WORK SPACE (0.50 AC. APPROX.)

\* NOTE: THIS SKETCH IS NOT A CERTIFIED SURVEY DRAWING.  
ALL DISTANCES ARE BASED UPON ORTHO PHOTOGRAPHY.

DRAWN BY: BH	DATE: 3/29/86
CHKD. BY: GJ	DATE: 3/29/86
APPR. BY:	DATE: / / 86
SCALE: 1"=1000'	JOB NO.: 2497.000

*John P. ...*  
P.O.W. COORDINATOR

Express Pipeline	
034 PAGE 0038	
DRAWING NO. 057458S	REV.

Date 8836158 bk W3M pg 94-98 Filed at 11:18 on 8/26/96  
Ellen Ceman Whippis, Big Horn County Clerk fees: 14.00  
By JD DCE FOSS Deputy

**NOTICE OF LOCATION**

This is a Notice of Location made pursuant to that certain Right-of-Way Agreement between **Express Pipeline Partnership**, a Delaware partnership, whose mailing address is 800 Werner Court, Suite 230, Casper, Wyoming 82601 and **Werbelow Brothers, a Partnership**, filed for record on July 24, 1996, in book MF34, at page 94-98, covering land situated in Big Horn County, Wyoming, described therein and on Exhibit "A" attached hereto. The location of the Pipeline System or Right-of-Way is further defined on Exhibit "A" attached hereto.

Dated June 6, 1997

**EXPRESS PIPELINE PARTNERSHIP**

*Anne Marie Erickson*

By: Anne Marie Erickson  
Its: Assistant Right-of-Way Coordinator

STAT *lots 43-A, B, C, D*  
COU *lots 44-A, H*  
This *lots 45-A, H*  
Eric  
*52-94*

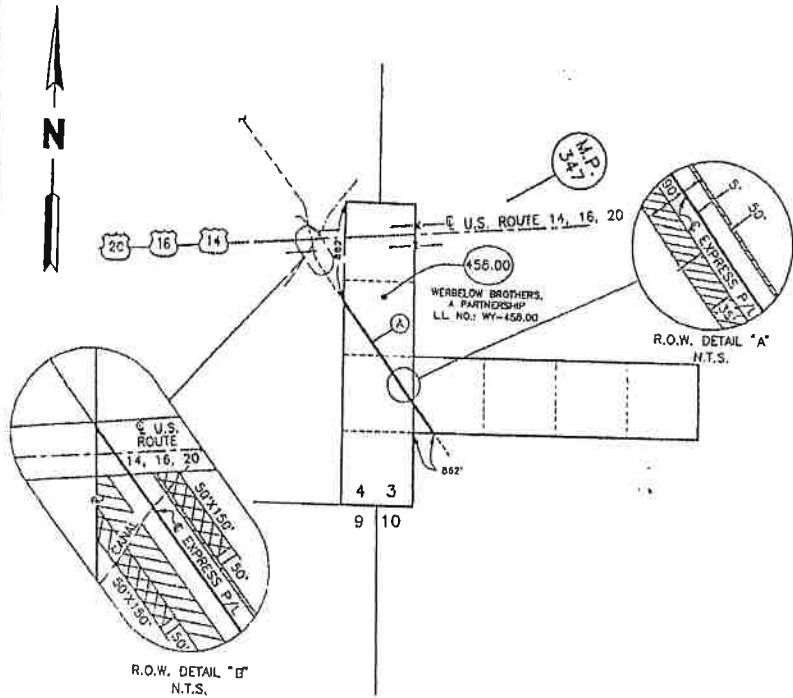
ne 6, 1997, by Anne Marie  
ress Pipeline Partnership.

*[Signature]*  
for the State of Montana  
Billings, Montana  
ion expires December 7, 1999

1037 PAGE 1736

 **0847462**

EXHIBIT "A"



P:037 PAGE 1736

NO.	DATE	REVISIONS	BY	CHKD.	APPR.
1	5/10/97	ASBUILT	RJ	DJ	LAG

SEGMENT	BEARING	DISTANCE	RODDAGE
A	S35°47'30"E	1436'	87.0
TOTAL ACROSS PROPERTY		1436'	87.0

LEGEND	
	PERMANENT EASEMENT (1.65 AC. APPROX.)
	TEMPORARY WORK SPACE (1.32 AC. APPROX.)
	ADDITIONAL TEMPORARY WORK SPACE (0.50 AC. APPROX.)

DRAWN BY: BH		DATE: 3/25/96
CHKD. BY: DJ		DATE: 3/25/96
APPR. BY:		DATE: / / 96
SCALE: 1"=1000' USG NO.: 2457,003		

LINE LIST NO.: WY-458.00	
WERBELOW BROTHERS, A PARTNERSHIP PROPERTY SKETCH* SECTIONS 4 & 3, T 52 N - R 94 W BIG HORN COUNTY WYOMING	
DATE: 6/3/97	BY: Erickson
DRAWING NO.: 057458S	REV: 1

FILE INFO: 057458S 1 1000 03/29/1996 BH

Doc 0047462 bk #37 pg 1735-1736 Filed at 3:16 on 06/10/97  
Ellen Cowan Mispig, Big Horn County Clerk fees: 8.00  
By WY CLARKINS Deputy