

**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:** TC007231

**Your Reference Number:** WERBELOW BROTHERS

**Property:**

Hwy 14/16/20 - Parcel 3  
Greybull, WY 82426  
Big Horn County

**Brief Legal:** T52N,R94W, Sec 3, Lt 42 E Lt 43  
A, B, C, D 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>

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 28, 2020**
2. Search Dates From: **May 23, 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 3, Lt 42 E Lt 43 A, B, C, D 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 I REQUIREMENTS

The following requirements would have to be met:

1. Payment of all taxes through and including those for the year 2019.
  - A. Taxes for the year 2019 in the amount of \$1545.24 for Tax Parcel No. 52-94-002-00337 are PAID. (Other lands included)
2. Taxes for the year 2019 in the amount of \$128.86 for Tax Parcel No. 52-94-003-00109-A are PAID.
3. Provide Title Company with a signed Owner's/Borrower's and/or Lien Affidavits.
4. 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.
5. 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.
6. Provide Title Company with a signed Owner's/Borrower's and/or Lien Affidavits.
7. 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. 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 151 at Page 374, in Book 94 at Page 181 and in Book 97 at Page 195, Big Horn County, Wyoming records.

**SCHEDULE B - SECTION II**

**EXCEPTIONS**

(continued)

13. 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 230, Big Horn County, Wyoming records.
  
14. Right-of-Way Conveyance and Agreement, whether in fee or easement only, the right to construct, operate, inspect, maintain and repair a pipeline, including devices installed within the right of way for the control of pipeline corrosion and all other appurtenances thereto for the transportation of oil, gas or mixtures thereof, as granted to Marathon Pipe Line Company, recorded July 10, 1978 in Book 328 at Page 36, 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 3: Lot Forty-three A (43-A), Lot Forty-three B (43-B), Lot Forty-three C (43-C) and Lot Forty-three D (43-D)**

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

**A parcel of land located in Section 3, Lot 42-E Resurvey, Township 52 North, Range 94 West, 6th P.M., lying South of U.S. Highway 14, 16, 20 and being more particularly described as follows: Beginning at a point, said point being Corner No. 3 of Lot 42, Township 52 North, Range 94 West; thence North a distance of 931.5 feet, more or less to a point on the South right-of-way line of U.S. Highway 14, 16, 20; thence North 85°09' East along the South highway right-of-way a distance of 805.0; thence South 25°21' East a distance of 420.4 feet; thence South 02°02' East a distance of 619.4 feet, more or less to a point on the South line of Lot 42; thence South 89°58' West along the South line of Lot 42 a distance of 1004.1 feet to the Point of Beginning.**

105@230

Parcel 14-T-R

Cont'r Symbol No. 179-1964

200

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

302511

Contract and Grant of Easement

THIS CONTRACT, made this 20<sup>th</sup> day of MARCH, 19    , 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 CLINTON F. EMMETT, And Beulah Emmett, his wife, also known as Clinton Emmett 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-two E (42E), Township Fifty-two (52) North, Range Ninety-four (94) West, Sixth (6th) Principal Meridian.

Checked for Engineering Data 5-14-57  
Thomas Kamelis  
Engineer

The center line of the route of said line of poles and wires to be erected across said lands shall be as follows:

Beginning at a point on the South line of Lot Forty-two E (h2E), Township Fifty-two (52) North, Range Ninety-four (94) West, Sixth (6th) Principal Meridian, Four Hundred Thirty and Six Tenths (h30.6) feet Easterly from the Southwest Corner of said Lot Forty-two E (h2E); thence North Twenty-one Degrees Forty-five Minutes (21°45') West, Eleven Hundred Thirty-one and Three Tenths (1131.3) feet to a point on the West line of said Lot Forty-two E (h2E), Ten Hundred Seventy-nine and Three Tenths (1079.3) feet North of the Southwest Corner of said Lot Forty-two E (h2E) and containing One and Ninety-five Hundredths (1.95) acres, more or less.

2. Said transmission line and every part thereof shall, where it crosses Vendor's land, be confined to lands within 37.5 feet left of, and 37.5 feet right of the hereinabove described center line, except that the United States shall have the right and privilege of placing and maintaining guys and anchorages at greater distances from said center line where reasonably necessary to support said transmission line.

3. The grant of easement herein contained shall include the right to enter upon said premises, survey, construct, maintain, operate, control and use said transmission line and to remove objects interfering therewith, and the right to permit the attachment of wires of others. Vendor reserves the right to cultivate, use and occupy said premises for any purpose consistent with the rights and privileges above granted and which shall not interfere with or endanger any of the equipment of the United States or the use thereof. In case of permanent abandonment of said right-of-way, the title and interest herein granted shall end, cease and determine. The United States shall use due care in the construction and maintenance of said transmission line.



4. The grant of easement herein contained is subject to existing rights-of-way for highways, roads, railroads, canals, laterals, ditches, other electrical transmission lines and telegraph and telephone lines covering any part of the above-described land.

5. As complete consideration for the above grant of easement, the United States agrees to pay Vendor the sum of Sixty-five (65) dollars (65.00).

5. (a) The United States agrees to pay for all crop damage caused by and during the construction of said power line, said crop damage to be estimated by a qualified Bureau of Reclamation employee. On the date of execution and delivery of this conveyance there is Thirty four (34) acres of Alfalfa & Russian Eye (mixed) (fill in "no" or kind of crop and acreage) crop on the land described herein.

6. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

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

FORM CONTRACT BY TELEPHONE	Estimated value	UNITED STATES GOVERNMENT
5-17-1951 \$ 65.00	Date 5/27/51	By <u>K. F. Wilson</u>
DATE	Agent Signature	<u>Clinton E. Emmett</u>
<u>W. H. Gurnack</u>	or <u>Francis A. Otter</u>	<u>Richard E. Emmett</u>
RECORD INFORMATION		
		(Vendor)

328 @ 36

613091

32 Rods w/ WOL 328 PAGE 36

Form 10187  
WYOMING

59

Job 2390  
ROM Pk 228  
Check #11558  
R/W 1

### RIGHT OF WAY GRANT AND AGREEMENT

For the sum of Sixty-four and no/100ths -- -- Dollars (\$ 64.00 ) and other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned herein called "Grantor" (whether one or more), hereby grants, conveys and warrants to Marathon Pipe Line Company, a Delaware corporation with its principal office at 539 South Main Street, Findlay, Ohio, its successors and assigns, herein called "Grantee", the following rights and easements:

The right to lay, construct, operate, inspect, maintain, repair, renew, change the size of and remove a pipe line and all appurtenances thereto, including devices for the control of pipe line corrosion, for transportation of liquids or gases or mixtures thereof, and to erect, maintain, operate and remove telegraph and telephone lines at such locations as may be selected by Grantee on, in, over and through the following described land in Township

52 N. Range 94 W. County of Big Horn State of Wyoming:  
Section 3; Lot 42-E (North of Greybull Pump station and Highway #14, 15 & 20)  
containing 32 rods more or less

The right, at any time, to lay, construct, operate, inspect, maintain, repair, renew, change the size of and remove additional pipe lines on, in, over, and through the above-described land, upon payment of the consideration above recited for each additional pipe line so laid; provided, that each such additional line shall be subject to the same rights and conditions as the original line and shall be laid adjacent thereto;

The right of ingress and egress in, on, over, across and through said above-described land, and any adjoining lands owned by Grantor, for any and all purposes necessary or convenient to the exercise by Grantee of the rights and easements herein granted, including also the right to trim and remove trees;

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming.

Grantor reserves the right to use the above-described land except as such use may unreasonably interfere with the enjoyment of the rights and easements herein granted, and Grantor covenants not to build, create or construct any obstruction, engineering works or other structure within twenty-five (25) feet of said pipe line or lines, or permit same to be done by others. Grantor covenants with Grantee that Grantor is the owner of the above-described land and has the right, title and capacity to grant the rights and easements hereby granted.

Grantee, by acceptance hereof, agrees to bury the pipe lines so that they will not interfere with the ordinary cultivation of the land described above, except that at the option of the Grantee same may be placed above the channel of any stream, ravine, ditch or other water course, and also to pay any damages to growing crops, fences, drain tile, buildings and timber on such land which may immediately and directly result from the exercise of the rights herein granted.

This grant and agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto, and the rights and easements herein granted are each divisible and may be leased or assigned in whole or in part. In the event any such rights and easements are assigned, Grantor shall, as to the rights and easements assigned, look solely to assignee for the performance of all duties and obligations hereunder.

It is understood and agreed that the foregoing constitutes the entire agreement between the parties hereto.

78 - 858 m

613091