

No. 509010 Filed for record this 24 day
of May, 19 65, at 3:00 o'clock P. M.

PROTECTIVE AND RESTRICTIVE COVENANTS FOR BLOCK 53
WEST LARAMIE, ALBANY COUNTY, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That Thomas I. Richardson and Zella D. Richardson, husband and wife, as owners and proprietors of Block 53, West Laramie, Albany County, Wyoming, as said block is laid out and platted in the office of the County Clerk and Ex-officio Register of Deeds of said county, hereby certify and declare that all of the land in said block shall be protected, governed and controlled by the following provisions and restrictions, which, as covenants running with the land, shall be, and hereby are incorporated into the title of every parcel of said land, and of every sale and conveyance thereof to be made by said owners and proprietors, to-wit:

- a. No structure shall be erected, altered, placed or permitted to remain on any construction tract other than one detached, single, family dwelling not to exceed two stories in height, and outbuildings incidental to the use and occupancy of the property for residential purposes.
- b. No trailer, basement, tent, shack, garage, barn or other outbuildings erected on a construction tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence; all construction shall be new and no previously constructed building shall be moved from any location outside the above described block to any construction tract within the block.
- c. In any dwelling which shall hereafter be erected on any construction tract, the ground floor area of the main structure, exclusive of porches and garages shall be not less than one thousand fifty (1050) square feet in the case of a one story building or not less than nine hundred (900) square feet in the case of a two story building.
- d. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any construction tract of lot within said block, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any construction tract or lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any construction tract or lot.
- e. No building shall be located nearer to the street line than twenty-five (25) feet of Lincoln and Buchanan Streets. No building shall be located nearer than twenty-five (25) feet to the street line of Wyoming Avenue and Polk Streets. No building shall be located nearer than five (5) feet to an interior construction tract line. No building shall be located nearer than five (5) feet to the right of way easement for utilities herein established. For purposes of this covenant, caves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on any construction tract to encroach upon any other construction tract or lot.
- f. No lot or construction tract shall be divided into a tract containing less than twelve thousand (12,000) square feet; provided, however, in the event any tract shall be divided into easterly and westerly portions, the land lying next to a street shall have an easement for utilities over the land lying next to the 16 feet right of way described in Paragraph (h) below.
- g. As used herein, the term "construction tract" shall mean a tract of land less than one of the lots comprising the above described block, but in no event less than twelve thousand (12,000) square feet.

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of May, 19 65, at 3:00 o'clock P. M.

PROTECTIVE AND RESTRICTIVE COVENANTS FOR BLOCK 53
WEST LARAMIE, ALBANY COUNTY, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That Thomas I. Richardson and Zella D. Richardson, husband and wife, as owners and proprietors of Block 53, West Laramie, Albany County, Wyoming, as said block is laid out and platted in the office of the County Clerk and Ex-officio Register of Deeds of said county, hereby certify and declare that all of the land in said block shall be protected, governed and controlled by the following provisions and restrictions, which, as covenants running with the land, shall be, and hereby are incorporated into the title of every parcel of said land, and of every sale and conveyance thereof to be made by said owners and proprietors, to-wit:

- a. No structure shall be erected, altered, placed or permitted to remain on any construction tract other than one detached, single, family dwelling not to exceed two stories in height, and outbuildings incidental to the use and occupancy of the property for residential purposes.
- b. No trailer, basement, tent, shack, garage, barn or other outbuildings erected on a construction tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence; all construction shall be new and no previously constructed building shall be moved from any location outside the above described block to any construction tract within the block.
- c. In any dwelling which shall hereafter be erected on any construction tract, the ground floor area of the main structure, exclusive of porches and garages shall be not less than one thousand fifty (1050) square feet in the case of a one story building or not less than nine hundred (900) square feet in the case of a two story building.
- d. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any construction tract of lot within said block, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any construction tract or lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any construction tract or lot.
- e. No building shall be located nearer to the street line than twenty-five (25) feet of Lincoln and Buchanan Streets. No building shall be located nearer than twenty-five (25) feet to the street line of Wyoming Avenue and Polk Streets. No building shall be located nearer than five (5) feet to an interior construction tract line. No building shall be located nearer than five (5) feet to the right of way easement for utilities herein established. For purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on any construction tract to encroach upon any other construction tract or lot.
- f. No lot or construction tract shall be divided into a tract containing less than twelve thousand (12,000) square feet; provided, however, in the event any tract shall be divided into easterly and westerly portions, the land lying next to a street shall have an easement for utilities over the land lying next the the 16 feet right of way described in Paragraph (b) below.
- g. As used herein, the term "construction tract" shall mean a tract of land less than one of the lots comprising the above described block, but in no event less than twelve thousand (12,000) square feet.

h. No noxious or offensive activity shall be carried on upon any lot or construction tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

i. No horses, cattle, goats, sheep, swine or other livestock shall be kept on the premises of any owner; nor shall any owner keep more than two household pets.

j. These covenants are to run with the land, and shall be binding on all the parties and all persons claiming under them until January 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the construction tract in said block it is agreed to change the said covenant in whole or in part.

k. There is hereby reserved a tract of land sixteen (16) feet wide, being the West eight (8) feet of lots one and four (1 and 4) and the East eight (8) feet of lots two and three (2 and 3) in which the owners of all construction tracts in said block and utility companys shall have a right of way for the construction, maintenance, operation and re-construction of all utilities for the servicing of the lands within said block. No building, outbuilding, fence or any form of construction shall be placed within said sixteen (16) feet wide area. All cesspools shall be placed in the northwest corner of tracts in the west half of said Block, and in the northeast corner of tracts in the east half of the block within two and one-half feet of the construction tract lines.

l. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the above described block to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and to either prevent him or them from so doing or to recover damages or other dues for such violation.

The owners and proprietors hereby covenant and agree with each purchaser to whom they may sell any parcel of land within the above described block that such parcel shall be protected and that all other parcels thereof shall be subjected to and limited by the above and foregoing restrictive covenants as fully and effectually as though set forth at length in each sale contract or conveyance.

IN WITNESS WHEREOF, The owners and proprietors have caused this instrument to be signed this 24th day of May, 1965.

Thomas I. Richardson

Thomas I. Richardson

Zella D. Richardson

Zella D. Richardson

STATE OF WYOMING)
COUNTY OF ALBANY) SS.

On this 24th day of May, 1965, before me personally appeared Thomas I. Richardson and Zella D. Richardson, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

[Signature]
Notary Public

My commission expires on the 14th day of May, A.D., 1966.

0037

WARRANTY DEED

THIS INDENTURE, Made this 20th day of January, 1971, in the year of our Lord One Thousand Nine Hundred and Sixty

Between Thomas I. Richardson and Zella D. Richardson, husband and wife of the County of Albany, and State of Wyoming, Dantes of the County of Albany, and R. L. Quisenberry and Robbie Quisenberry, husband and wife, as tenants by entireties, of the County of Albany, and State of Wyoming, of the second part:

WITNESSETH, That the said parties of the first part for and in consideration of the sum of five dollars and other good and valuable considerations to the said parties of the first part, in hand paid by the said parties of the second part, the receipt of which is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns FOREVER

all the following described lot of land, situate, lying and being in the County of Albany, and State of Wyoming, with The East One Hundred Sixty-six and three hundredths feet (E. 166.03 ft.) of the North One Hundred Forty feet (N. 140 ft.) of Lot numbered One (1) of and in Block numbered Forty-six (46) of and in the Town of West Laramie, Albany County, State of Wyoming, according to, and as said Lot and Block are laid down, laid out, platted, numbered, designated and described on and in, the map or plat of said Town on file and of record in the office of the County Clerk and ex officio Register of Deeds of said Albany County, Wyoming, together with the improvements and appurtenances thereunto belonging or appertaining; hereby releasing and waiving all rights of the parties of the first part in and to the above described real estate under and by virtue of the Homestead Exemption Laws of the State of Wyoming. It is expressly understood and agreed by and between the parties hereto and their respective heirs and assigns that this deed is subject to all easements, restrictions, exceptions, and reservations of record affecting the title to the property herein above described and all liens and encumbrances suffered or incurred by the parties of the second part against said premises.

IT IS FURTHER EXPRESSLY UNDERSTOOD AND AGREED THAT the parties of the first part, being the owners of said Block Forty-six (46) hereinafter ordain and establish the following restrictions on the use and construction of improvements on the premises herein and hereby conveyed to the parties of the second part and the parties of the second part and all persons and parties who shall hereafter acquire said premises shall be held to covenant and agree with the said parties of the first part, their heirs, executors, administrators, successors, and assigns, as follows:

1. These covenants and restrictions shall run with the land and shall be binding on the parties of the second part and all parties and persons claiming under them until January 15, in the year One Thousand Nine Hundred Seventy (1970).
2. The land herein and hereby conveyed by the parties of the first part to the parties of the second part shall be used and developed as a residential lot and only one (1) residence shall be located on said lot not less than one thousand five hundred (1500) square feet; a detached garage, shall be erected on said lot;
3. No old house or house trailer shall be placed on said lot;
4. Any building erected on said lot shall be set back forty (40) feet from the east boundary line of said lot and no building shall be placed closer than five (5) feet to the south boundary line of said lot;
5. Any cesspool on said lot shall be located and placed in the extreme northeast corner of said lot;
6. No noxious or offensive trade or activity shall be carried on upon said lot nor shall anything be done thereon which may be deemed an annoyance or nuisance to the neighborhood;



COPY

If the parties of the second part, or their heirs or assigns, shall violate any of the covenants herein it shall be lawful for the parties of the first part, their heirs or assigns, to prosecute any proceedings at law or in equity to prevent him or them from so doing or to recover damages or dues for such violation;

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other covenants which shall remain in full force and effect.

June 1960

TO HAVE AND TO HOLD the same, together with all and singular the buildings and other improvements situated thereon or appertaining thereto, and the tenements, hereditaments, appurtenances and privileges thereto belonging, or in anywise thereto appertaining; including the release and waiver of the right of homestead and all the estate, right, title, interest and claim whatsoever of the said part 108 of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part 108 of the second part, their heirs, executors, administrators and assigns FOREVER.

And the said part 108 of the first part, for themselves, their heirs, executors, and administrators, do covenant and agree, to and with the said part 108 of the second part, their heirs, executors, administrators, and assigns, that at the sealing and delivery of these presents they are well seized of the said granted premises, in and of a good and indefeasible estate in fee simple.

And that they have good and lawful right to sell and convey the same, and that they will WARRANT AND DEFEND the same against all lawful claims and demands whatsoever, SAVE and except all general taxes levied and assessed against said property for the year 1960 and all subsequent years, all special improvement assessments levied and assessed against said property, all of which the parties of the second part hereby assume and agree to pay, AND the easements, restrictions, exceptions, reservations, liens, and encumbrances aforesaid.

And for the consideration aforesaid, I, the said Zella D. Richardson, wife of the said Thomas Z. Richardson, do hereby relinquish and release unto the said part 108 of the second part their heirs and assigns forever, all my Rights, and including the release and waiver of the right of Homestead, and all of my rights whatsoever, of, in and to the aforegranted premises. In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of
[Signature] [Signature] [SEAL]
[Signature] [Signature] [SEAL]
[Signature] [Signature] [SEAL]
[Signature] [Signature] [SEAL]

PROTECTIVE AND RESTRICTIVE COVENANTS FOR BLOCK
46, WEST LARAMIE, ALBANY COUNTY, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That Thomas I. Richardson and Zella D. Richardson, husband and wife, as owners of the following described lands in ~~Block 46, West Laramie~~, Albany County, Wyoming, as said block is laid out and platted in the office of the County Clerk and Ex-officio Register of Deeds of said county, hereby certify and declare that all of the land in said block shall be protected, governed and controlled by the following provisions and restrictions, which, as covenants running with the land shall be, and hereby are incorporated into the title of every parcel of said land and of every sale and conveyance thereof to be made by said owners and proprietors, to-wit:

a. That the lands presently owned by the undersigned owners and proprietors in said Block 46 are described as follows:

- (1) The West 129.00 feet of the South 101.50 feet of Lot 4.
- (2) The North 128.50 feet of Lot 4.
- (3) The South 90.00 feet of Lot 1.
- (4) The South 90.00 feet of Lot 2.
- (5) The North 128.50 feet of Lot 3.
- (6) The East 8.00 feet of the North 140.00 feet of Lot 2.
- (7) The West 8.00 feet of the North 140.00 feet of Lot 1.

b. There is hereby reserved out of the above described lands a tract of land described as follows:

- (1) The West 8.00 feet of Lot 1.
- (2) The East 8.00 feet of Lot 2.
- (3) The East 8.00 feet of the North 128.50 feet of Lot 3.
- (4) The West 8.00 feet of the North 128.50 feet of Lot 4.
- (5) The South 12.00 feet of the North 128.50 feet of Lot 4.
- (6) A triangular tract of land being 8.00 feet North and South and 8.00 feet East and West with a NWSE distance of approximately 11.30 feet lying in the SE corner of the North 116.50 feet of the West 166.03 feet of Lot 4; said tract of land may be used by the owners of all abutting property, utility companies, municipalities and governmental agencies, for a right of way for the construction, maintenance, operation and re-construction of all utilities for the servicing of said abutting lands. No building, out building, fence, or any form of construction shall be placed within said tract.

c. These covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until January 1, 1997, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the abutting land, it is agreed to change the said covenants in whole or in part.

d. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the above described block to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and to either prevent him or them from so doing or to recover damages or other dues for such violation.

COPY

AMENDED PROTECTIVE AND RESTRICTIVE COVENANTS FOR BLOCK 46,
WEST LARAMIE, ALBANY COUNTY, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That Thomas I. Richardson and Zella D. Richardson, husband and wife, as owners of the following described lands in Block 46, West Laramie, Albany County, Wyoming, as said block is laid out and platted in the office of the County Clerk and Ex-officio Register of Deeds of said county, hereby certify and declare that all of the land in said block shall be protected, governed and controlled by the following provisions and restrictions, which, as covenants running with the land shall be, and hereby are incorporated into the title of every parcel of said land and of every sale and conveyance thereof to be made by said owners and proprietors, to-wit:

a. That the lands presently owned by the undersigned owners and proprietors in said Block 46 are described as follows:

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c. These covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until January 1, 1997, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the abutting land, it is agreed to change the said covenants in whole or in part.

d. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the above described block to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and to either prevent him or them from so doing or to recover damages or other dues for such violation.

e. The owners and proprietors hereby covenant and agree with each purchaser to whom they may sell any parcel of land within the above described

COPY

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block that such parcel shall be protected and that all other parcels thereof shall be subjected to and limited by the above and foregoing restrictive covenants as fully and effectually as though set forth at length in each sale or conveyance.

f. This instrument is executed and is to be filed in lieu of the protective and restrictive covenants for Block 46, West Laramie, Albany County, Wyoming, dated October 26, 1966 and filed for record October 26, 1966 in Book/59 of Photo Records at Page 44 in the office of the County Clerk, Albany County, Wyoming, to correct the description of the land in Paragraphs b (6) and a (1) of said instrument.

IN WITNESS WHEREOF, The owners and proprietors have caused this instrument to be signed this 23rd day of November, A.D., 1966.

Thomas I. Richardson

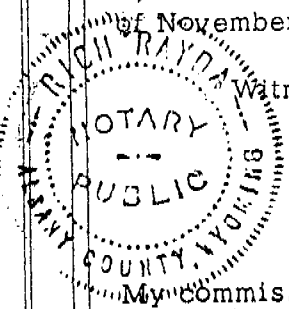
Zella D. Richardson

Zella D. Richardson

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me this 23rd day of November, A.D., 1966.

Witness my hand and official seal.



Rich Raymond

Notary Public

My commission expires: June 5, 1970.

AN ORDINANCE ENTITLED: AN ORDINANCE PROVIDING FOR THE ANNEXATION TO THE CITY OF LARAMIE OF AN AREA CONTIGUOUS TO THE CITY OF LARAMIE AND GENERALLY KNOWN AS WEST LARAMIE, PURSUANT TO PETITIONS SUBMITTED BY THE REQUIRED NUMBER OF OWNERS OWNING A REQUIRED AMOUNT OF PROPERTY WITHIN THE AREA SOUGHT TO BE ANNEXED

WHEREAS, petitions have been submitted to the City Council of the City of Laramie, Wyoming, on February 20, 1967, requesting the annexation of the area hereinafter described; and

WHEREAS, the City Council has taken appropriate steps to determine if the petitions, so filed, are substantially in compliance with Title 15.1, Chapter 1, Article 5, Wyoming Statutes, 1957; and

WHEREAS, the City Council desires to initiate proceedings to annex said area on its own behalf as well as upon the petitions submitted by the required number of owners owning a required amount of property within the area sought to be annexed and has found and determined that said area meets the following conditions and limitations of Section 15.1-55, Wyoming Statutes, 1957, to-wit:

(a) That the annexation of the area hereinafter described is for the protection of the health, safety and welfare of the persons residing in the area and in the City of Laramie;

(b) That the urban development of the said area sought to be annexed would constitute a natural, geographical, economic and social part of the annexing City of Laramie;:

(c) That the area sought to be annexed is a logical and feasible addition to the City of Laramie and that the extension of basic City services, such as water and sewer systems, police and fire protection, and other services customarily available to residents of the City of Laramie can reasonably be furnished to the said area proposed to be annexed;

(d) And that the said area sought to be annexed is contiguous with or adjacent to the annexing City of Laramie.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE, WYOMING:

Section 1. The following-described area is hereby annexed to and made a part of the City of Laramie, Wyoming, subject to the provisions of Title 15.1, Chapter 1, Article 5, Wyoming Statutes, 1957:

A tract of land in Section 31, Township 16 North, Range 73 West of the 6th Principal Meridian composed of the following blocks and abutting streets shown in West Laramie:

Blocks 26, 42, 43, 44, 45, 45, 51, 52, 53, 54, 55, 56, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 75, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 93, 101, 102, 103, 104, 105, 105, 107, 108, 109, 110, 111, 112, 113, 114, and 115.

Section 2. This ordinance shall take effect and be in force on December 31, 1967 and after its passage, approval and publication.

PASSED AND APPROVED THIS 3rd DAY OF OCTOBER, 1967.

Francis C. Deaver
Mayor and President of the City Council of the City of Laramie, Wyoming

SEAL OF THE CITY OF LARAMIE, WYOMING
Attest:
Josephine J. Fay
City Clerk

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

I. PREAMBLE AND GENERAL PROVISIONS

A. L. Baldwin and Laurita N. Baldwin, husband and wife, being the owners in fee simple of the lots hereinafter described in ~~Block of West Laramie~~ now the City of Laramie, Albany County, Wyoming, and Donald W. Bunn and Doris L. Bunn, husband and wife, and Patricia L. Moody, the contract purchasers of said lots, do hereby make this declaration of protective covenants applicable to all of said described property.

The Restrictions and covenants hereinafter set out are to run with the land and shall be binding upon all parties and persons owning said lots or claiming them for a period of twenty years from the recording date of these restrictions and covenants, after which time said restrictions and covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to amend said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

II. RESTRICTIONS AND PROTECTIVE COVENANTS

Lots 1 and 4 in Block 114 and Lots 1, 3 and 4 in Block 115 in Town of West Laramie, now the City of Laramie, Albany County, Wyoming are hereby declared to be lots covered by these protective and restrictive covenants.

Land Use and Building Type

No trailer, tent, shack, barn, temporary building, house trailer or mobile home, except for licensed vacation trailers, modular homes, except new modular homes, shall be erected, used or permitted to remain on any of the lots.

Structure

No structures of any kind that have been used in another location shall be moved onto any lot. No structures of any kind shall be constructed or partially constructed from previously used material except used brick or stone, where such material shall be exposed after structure is completed.

Dated this 23rd day of February, 1977.

Handwritten signatures and printed names: A. L. Baldwin, Laurita N. Baldwin, Patricia L. Moody, Donald W. Bunn, Doris L. Bunn.

Vertical text on the left side: This instrument is a copy of the original recorded in the office of the County Clerk of Albany County, Wyoming.

COPY

STATE OF Wyoming) COUNTY OF Albany) ss.

The foregoing was acknowledged before me by A. L. Baldwin and Laurita N. Baldwin this 23rd day of February, 1977.

Notary Public stamp for Janice R. Powell, County of Albany, State of Wyoming, My Commission expires August 10, 1980.

My Commission expires

STATE OF WYOMING) COUNTY OF ALBANY) ss.

The foregoing was acknowledged before me by Patricia L. Moody, Donald W. Bunn and Doris L. Bunn this 23rd day of February, 1977.

Notary Public stamp for Janice R. Powell, County of Albany, State of Wyoming, My Commission expires August 10, 1980.

My Commission expires

Vertical text on the right edge: WYOMING COUNTY CLERK'S OFFICE