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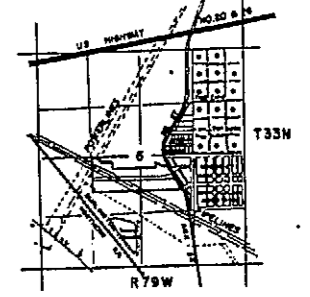
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NO. 181
Plat. 2 Fol. 1
Recorded June 9, 1976 8:07 A.M.
Book 268, of Deeds Page 1, No. 191393
Microfilm 1-0

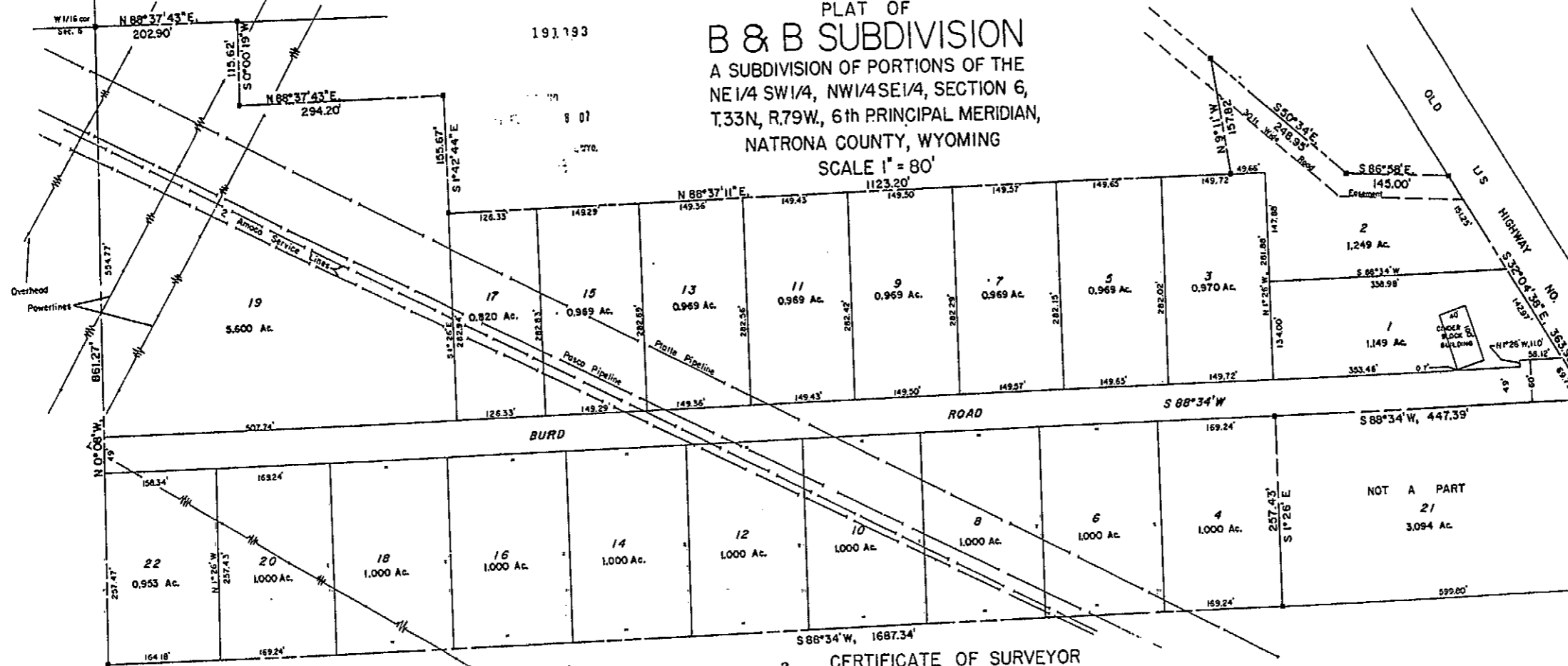
PLAT OF B & B SUBDIVISION

A SUBDIVISION OF PORTIONS OF THE
NE 1/4 SW 1/4, NW 1/4 SE 1/4, SECTION 6,
T.33N, R.79W, 6th PRINCIPAL MERIDIAN,
NATRONA COUNTY, WYOMING

SCALE 1" = 80'



VICINITY MAP
SCALE 1" = 2000'



CERTIFICATE OF DEDICATION

STATE OF WYOMING
COUNTY OF NATRONA

We the undersigned, Ross Burd and William Burd, individuals, being owners and proprietors of the above and foregoing described Subdivision, located in the NE 1/4 SW 1/4 and NW 1/4 SE 1/4, Section 6, Township 33 North, Range 79 West, Sixth Principal Meridian, Natrona County, Wyoming, as appears on this plat and more particularly described by metes and bounds as follows:

Beginning at the W 1/16 corner, Section 6, Township 33 North, Range 79 West, Sixth Principal Meridian, Natrona County, Wyoming, this being the True Point of Beginning; thence N 88° 37' 43" E., 202.90 feet along the east-west centerline of Section 6, being the northerly line of said Parcel; thence continuing along the northerly line of said Parcel, S 0° 00' 19" W., 115.62 feet; thence N 88° 37' 43" E., 294.20 feet; thence S 1° 42' 44" E., 155.67 feet; thence N 88° 37' 11" E., 1123.20 feet; thence N 9° 11' W., 157.82 feet; thence S 50° 34' E., 248.95 feet; thence S 86° 58' E., 145.00 feet to a point of intersection with the westerly right-of-way line of Old Highway U.S. 87, being the easterly line of said Parcel; thence along the easterly line of said Parcel and westerly line of said right-of-way, S 32° 04' 38" E., 363.95 feet to a point in said right-of-way, being the intersection with the southerly line of said Parcel; thence along the southerly line of said Parcel, S 88° 34' W., 447.39 feet; thence S 1° 26' E., 257.43 feet; thence S 88° 34' W., 1687.34 feet to a point of intersection with the southerly line of said Parcel and West 1/16 line of said Section 6; thence along the westerly line of said Parcel and West 1/16 line of said Section 6, N 0° 08' W., 861.27 feet to the Point of Beginning. The foregoing described Parcel contains 27.946 acres (1,217,502.00 square feet), more or less.

is with the free consent and in accordance with the desires of the above named and undersigned owners and proprietors of said lands; that the name of said Subdivision shall be "B & B SUBDIVISION", and that all roads and public ways set forth by this Subdivision are hereby dedicated to the use of the Public; that said owners and proprietors do hereby waive and relinquish all rights granted under and by virtue of the Homestead Exemption Laws of the State of Wyoming. Also, the foregoing "B & B SUBDIVISION", as it appears on this Plat, is and shall be subject to the covenants and restrictions hereto annexed as "Exhibit A".

Owners: Ross Burd and William E. Burd
Ross Burd William Burd

STATE OF WYOMING
COUNTY OF NATRONA

On this 22nd day of March, 1976, before me personally appeared Ross Burd and William Burd, 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, including the waiver of the right of Homestead.

Given under my hand and official seal, the day and year first above written.

My commission expires: Jan. 22, 1977

James Thompson
Notary Public

2 CERTIFICATE OF SURVEYOR

STATE OF WYOMING
COUNTY OF NATRONA

I, Maynard Johnson, of Casper, Wyoming, hereby certify that this Plat was prepared from notes taken during an actual survey made by me and others under my supervision and direction during the month of November, 1976, and that such Plat correctly represents said survey and the foregoing "B & B SUBDIVISION"; all Tracts are well and accurately marked with 5/8" x 1/6" steel rods, all dimensions are expressed in feet and decimals thereof and courses are referred to the true meridian, all being true and correct to the best of my knowledge and belief.

Wyoming Registration No. 510
Land Surveyor
Maynard Johnson
Maynard Johnson

Subscribed in my presence and sworn to before me this 22nd day of MARCH, 1976.

My commission expires: Jan. 22, 1977

- REMARKS:
1. The County of Natrona, Wyoming, assumes no responsibility for construction or maintenance of roads or streets by virtue of this Platting and Dedication.
 2. No public sewer or sewage disposal system is provided by the developer. Sewer shall be individual septic systems.
 3. Water distribution shall be provided by Wordwell Water and Sewer District.

APPROVALS:

APPROVED by the Board of County Commissioners of Natrona County, Wyoming, by Resolution duly passed the 1 day of June, 1976.

ATTEST: John P. Brink Chairman of the Board
John P. Brink County Clerk
Mr. M. M. Jensen, Deputy

INSPECTED AND APPROVED on the 17th day of April, 1976.
My Term of Office Expires January 2, 1979

S. Charles Davies County Planner

INSPECTED AND APPROVED on the 13 day of April, 1976.

Ray Anderson County Health Officer

INSPECTED AND APPROVED on the 6th day of April, 1976.

H. L. H. H. H. H. H. County Clerk

PLAT AND SURVEY BY:
Worthington, Lambert & Carpenter, Inc.
632 So. David St., Casper, Wyoming 82601
March 24, 1976

John P. Brink County Clerk
Mr. M. M. Jensen, Deputy

Filed for record and duly recorded in Book 268,
Page 1 on the 9th day of June, 1976.

RECORDED Aug. 13 1976 AT 1:43 O'CLOCK PM
IN BOOK 66 OF MISC., PAGE 204
NO. 195039 JOHN J. TOBIN
COUNTY CLERK

Micro 2-596

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
B & B SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, William E. Burd and Charlcia J. Burd, husband and wife, and Ross A. Burd and Helen N. Burd, husband and wife, are the owners of all that certain real property situate in Natrona County, State of Wyoming, known and described as B & B Subdivision, a metes and bounds description of which is attached hereto as Exhibit "A" and incorporated herein by reference, and as shown on the plat and dedication thereof recorded in the office of the County Clerk of Natrona County, State of Wyoming, in Book 268 of Maps at Page 1, and

WHEREAS, in order to insure the use and development of said property for exclusive industrial purposes only, to prevent the impairment of the attractiveness of said property for such purposes, and to maintain property values therein, the undersigned desires hereby to make and impose upon said real property the restrictions and limitations hereafter set forth.

NOW, THEREFORE, for and in consideration of the premises, William E. Burd and Charlcia J. Burd, husband and wife, and Ross A. Burd and Helen N. Burd, husband and wife ("Burd"), do hereby and by these presents make, publish, declare and impose upon all of the real property situate and included within the Subdivision the following restrictions and limitations governing the use and development of all lots within the Subdivision, and do hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land in the Subdivision, shall be effective upon the sale of the first lot in the Subdivision and shall be binding upon the undersigned and all persons claiming under it from and after the first lot

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

sale, and shall be for the benefit of, as well as limiting and restricting, all future owners of lots within the Subdivision, to-wit:

ARTICLE I

DEFINITIONS

1. B & B Subdivision: The words "B & B Subdivision" as used in these covenants shall mean all of the lands included within this Subdivision. Any lands added to B & B Subdivision by Burds in accordance with this instrument and expressly made subject to this Declaration by written amendment filed in the office of the Natrona County Clerk shall thereafter be deemed a part of the Subdivision for purposes of the application of this Declaration.

2. Association: Shall mean and refer to B & B Subdivision Owners' Association, its successors and assigns.

3. Owner: Shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

4. Properties: Shall mean and refer to that certain real property in the Subdivision hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

5. Common Roadways: Shall mean streets, roads and thoroughfares as shown on the Subdivision plat for the purpose of maintaining, improving and providing access to the lots.

6. Burds: Shall include William E. Burd and Charlcia J. Burd, husband and wife, and Ross A. Burd and Helen N. Burd, husband and wife, their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from Declarant for the purpose of development.



ARTICLE II

B & B SUBDIVISION OWNERS ASSOCIATION

1. Membership in B & B Subdivision Owners Association:

All person, corporations, or associations who own or acquire the title in fee to any of the land (other than lands dedicated as public roads), by whatever means acquired, shall automatically become members of the Association.

ARTICLE III

PROPERTY RIGHTS

1. Owners' Easements of Enjoyment: Every Owner shall have a right

and easement of enjoyment in and to the Common Roadways, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable fees for the use and maintenance of the Common Roadways or any part thereof.
- (b) The right of the Association to dedicate or transfer all or any part of the Common Roadways to any public agency, authority, or utility for such purposes and upon such conditions as agreed to by the members of the Association. Provided, however, no such dedication or transfer shall be effective unless a resolution has been adopted by two-thirds of each class of members who cast votes in person or in proxy at a meeting duly called for such purpose.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.



ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments:

Burds, for each lot owned by them within the Properties, hereby covenant, and the Owner of each lot, his heirs, successors and assigns, by acceptance of a deed or execution of a contract to purchase therefore, whether or not expressed in such deed or contract, is and shall be deemed to covenant and agree to pay to the Association:

- (1) annuall assessments or charges, and
- (2) special assessments for capital improvements,

such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall constitute a charge on the land and shall be a continuing lien upon the lot (being deemed to be each lot shown on the original Subdivision plat) against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of the lot at the time the assessment was due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, though the lien shall, in any event, continue as a charge against the lot despite a transfer of title.

2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents within the Properties and for the improvement and maintenance of the Common Roadways.

3. Maximum Annual Assessment. Until January 1 of the year immediately following the date of the conveyance of the first lot to an Owner, the maximum annual assessment shall be \$ _____ per lot.

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- (a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 6% above the maximum assessment for the previous year without a vote of membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 6% by a vote of two-thirds (2/3) of each class of members who cast votes in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Roadways, including Fixtures and personal property related thereto, provided that any such assessment for capital improvements shall have the assent of two-thirds (2/3) of the votes of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for Any Action: Written notice of any meeting called for the purpose of taking any action shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the meeting originally called for such purpose.



6. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate, based upon the square footage of each lot as said figure relates to all other Lots in the Subdivision, for all lots and may be collected on a monthly basis or such other basis as agreed upon by the Board of Directors.

7. Date of Commencement of Annual Assessments:

Due Dates: The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period (which unless changed by the Board of Directors shall be the calendar year); provided, however, failure of the Board to fix an assessment within the time provided therefor shall not preclude the Board thereafter fixing an assessment for the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to the due date. The due dates shall be established by the Board of Directors. The Association shall, upon demand of the Owner or a person authorized by the Owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

8. Effect of Nonpayment of Assessments: Remedies of the Association:

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may at its option bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Roadways or abandonment of his lot.

9. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first

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mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

GENERAL RESTRICTIONS ON ALL LOTS AND TRACTS

1. Zoning Regulations: No land within the Subdivision shall be occupied, used by, or for, any structure or purpose which is contrary to the zoning regulations of Natrona County, Wyoming.
2. Uses: Each lot within the Subdivision shall be utilized for industrial site only.
3. Signs: One "For Rent" or "For Sale" sign, which shall be no larger than six (6) square feet, shall be permitted. One entrance gate sign identifying the owner or occupant of the property not exceeding six (6) feet by six (6) feet and of a style and design compatible with the area, shall be permitted. Any electrical sign or a display larger than six (6) feet by six (6) feet shall be erected and maintained only with the approval of the Committee. No unsightly objects, or nuisances shall be erected, altered, or permitted on any tract or lot.
4. No Resubdivisions: No lot reflected on the recorded plat shall be resubdivided into smaller tracts or lots unless the entire area is so conveyed, whether in one (1) or more tracts or lots is less than .97 acres; however, conveyances or dedications of easements for utilities or private lanes or roads may be made.
5. Combining Tracts: If two or more contiguous industrial tracts are owned by the same owner or owners, they may be combined into one or more

larger industrial tract by means of a written executed, acknowledged and approved by the Owner and recorded in the real property records of Natrona County, Wyoming. Thereafter, the new and larger lot or tracts shall each be considered as one lot for the purpose of these covenants.

6. Underground Utility Lines: All water, gas and telephone lines within the limits of the Subdivision shall be underground except such necessary above ground facilities as may be incident thereto. It shall be permissible for electric utilities and cable television services to be installed above ground. Utilities shall, where possible, be installed within road right-of-way or easements as indicated.

7. Fences: All fences shall be maintained in a sightly condition by the owners thereof.

ARTICLE VIII

EASEMENTS

1. Utility Easements: Burds hereby reserve to themselves, their successors, and assigns, perpetual easements within the Subdivision boundary, on and along ten (10) feet on either side of all property lines, and on and along all roadways, for the purpose of constructing, maintaining, operating, replacing, enlarging, and repairing power, telephone, water, irrigation, storm drainage, sewer, gas, and similar lines, pipes, wires, ditches and conduits for the benefit of the Subdivision and for the extension of such facilities into and development of, lands adjacent to the Subdivision owned by Burds.

2. Easements for Private Roads or Lanes: Burds hereby reserve to themselves, their successors and assigns, perpetual easements across all roads and roadways in the Subdivision for ingress and egress to adjacent lands.

3. Dedicated Roads and Maintenance: Burds, their successors and assigns, shall construct all roads, drives and lanes to be transferred to the



Association as shown on the Subdivision plat. The Association shall, after such transfer, assume all responsibilities and obligations of maintenance and improvement of roads, drives and lanes until such time as the same may be transferred to and accepted by Natrona County, Wyoming or such other duly constituted governmental agency as may take over such roads for public purposes.

ARTICLE VIII
ENFORCEMENT

1. Enforcement Actions: The Property owners Association have the right to prosecute any action enforcing the provisions of all covenants by injunctive relief, on behalf of itself and all or part of the B & B Subdivision owners. In addition, each owner shall have the right to prosecute for injunctive relief and for damages by reason of any covenant violation.

2. Limitations on Actions: In the event any construction, alteration or site landscape work is commenced upon any portion of the Subdivision in violation of these covenants and no action is commenced to restrain such violation within thirty (30) days after the violation is recognizable, then injunctive or equitable relief shall be denied, but action for damages shall still be available to any party aggrieved. Said thirty (30) day limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

ARTICLE IX
GENERAL PROVISIONS

1. Severability: Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

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2. Effect and Duration of Covenants: The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in the Subdivision, and each owner of property therein, his successors, representatives and assigns and shall continue in force and effect until January 1, 1986, at which time they shall be automatically extended for five (5) successive terms of ten (10) years each.

3. Amendment: The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated, or amended except by written consent of the owners of eighty percent (80%) of the privately owned land included within the boundaries of B. & B Subdivision, as the same may then be shown by the plat on file in the office of the Clerk and Recorder of Natrona County, Wyoming. Any such amendment shall be ineffective until it shall have been placed of record in the office of the County Clerk, Natrona County, Wyoming.

4. Enforcement: If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for the Association or any person or persons owning real property in the Subdivision to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages actual and punitive for such violations.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein,

has hereunto set its hand and seal this 1st day of June, 1976.

B & B SUBDIVISION

By William E. Burd
William E. Burd

Charlcia J. Burd
Charlcia J. Burd

Ross A. Burd
Ross A. Burd

Helen N. Burd
Helen N. Burd

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was subscribed, sworn to and acknowledged before me by William E. Burd and Charlcia J. Burd, husband and wife, and Ross A. Burd and Helen N. Burd, husband and wife, this 1st day of June, 1976.

Witness my hand and official seal.

Donald E. Chapin
Notary Public

My commission expires:
5-28-78

B & B SUBDIVISION

A Parcel located in and being portions of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 6, Township 33 North, Range 79 West, Sixth Principal Meridian, Natrona County, Wyoming, being more particularly described by metes and bounds as follows:

Beginning at the W 1/16 corner, Section 6, Township 33 North, Range 79 West, Sixth Principal Meridian, Natrona County, Wyoming, this being the true point of Beginning.

Thence from the Point of Beginning, N.88°35'25"E., 202.90 feet along the east-west centerline of Section 6, being the northerly line of said Parcel; thence continuing along the northerly line of said Parcel, S.0°00'19"W., 115.62 feet; thence N.88°37'43"E., 294.20 feet; thence S.1°42'44"E., 155.67 feet; thence N.88°37'11"E., 1123.20 feet; thence N.9°11'W., 157.82 feet; thence S.50°34'E., 248.95 feet; thence S.86°58'E., 145.00 feet to a point of intersection with the westerly right-of-way line of Old Highway U. S. 87, being the easterly line of said Parcel; thence along the easterly line of said Parcel and westerly line of said right-of-way, S.32°04'38"E., 363.95 feet to a point in said right-of-way, being the intersection with the southerly line of said Parcel; thence along the southerly line of said Parcel, S.88°34'W., 447.39 feet; thence S.1°26'E., 257.43 feet; thence S.88°34'W., 1687.27 feet to a point of intersection with the westerly line of said Parcel and West 1/16 line of said Section 6; thence along the westerly line of said Parcel and West 1/16 line of said Section 6, N.0°08'W., 871.27 feet to the Point of Beginning.

The foregoing described Parcel contains 27,947 acres (1,217,502.00 square feet), more or less.

EXHIBIT "A"

Compliments of:
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DEED RECORD--HOMESTEAD PATENT.

PATENT. UNITED STATES

Homestead 028945

Cecil J. Stone

The United States of America,

To all to whom these presents shall come, Greeting:

Know all men that on June 26, 1912

BEFORE ME, a Notary Public of the State of Wyoming,

D. CLAR, Notary

at 2:45 P.M. at Casper, Wyo.

has been deposited in the GENERAL LAND OFFICE

Catherine Dunn

and her heirs, do hereby certify that she is the owner of the land described in the following certificate, to wit: "To Secure Homestead to Actual Settlers on the Public Domain,"

Cecil J. Stone

has been deposited in the GENERAL LAND OFFICE, and that she is the owner of the land described in the following certificate, to wit: "To Secure Homestead to Actual Settlers on the Public Domain,"

the land described in the following certificate, to wit: "To Secure Homestead to Actual Settlers on the Public Domain,"

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Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

Now Know Ye, that the following land, to wit: ...

In Testimony Whereof, Warren G. Harding, President of the United States...

STATE OF WYOMING, County of Natron, This instrument was filed for record this 26 day of June 1912...