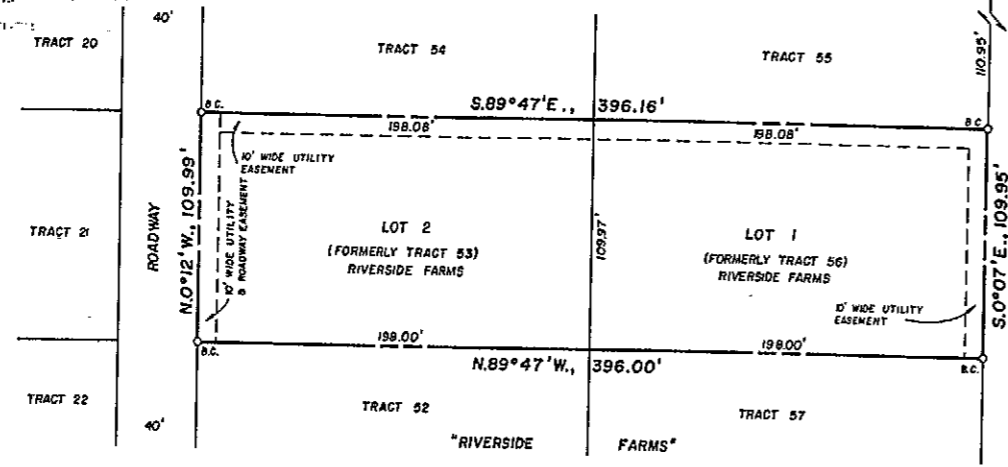


RECORD BOOK  
82 until 13 till 3 58

Klein Addition #1152  
Recorded January 13, 1981  
Instrument #324866

RECORDED  
JAN 22 3 00 PM '81



PLAT OF  
**"KLEIN ADDITION"**  
 TO THE CITY OF CASPER, WYOMING  
 BEING  
 TRACTS 53 AND 56  
 RIVERSIDE FARMS  
 A SUBDIVISION OF PARTS OF THE  
 SW1/4NE1/4 AND NW1/4SE1/4, SECTION 18  
 TOWNSHIP 33 NORTH, RANGE 79 WEST  
 SIXTH PRINCIPAL MERIDIAN  
 NATRONA COUNTY, WYOMING  
 SCALE: 1"=40'

**CERTIFICATE OF PLATTING**

Other investments, a Partnership, hereby certify that they are the owners and proprietors of the foregoing Tracts 53 and 56, "Riverside Farms", a subdivision of parts of the SW1/4NE1/4 and NW1/4SE1/4, Section 18, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described as follows, to wit:

Beginning at the northeasterly corner of said Parcel and Addition and a point being the easterly corner common to Tracts 55 and 56 and from which point and corner the northeasterly corner of "Tract 55, Riverside Farms" bears N0°07'W., 110.95 feet.

Thence from said Point of Beginning and northeasterly corner of said Parcel and along the easterly line thereof and the westerly right-of-way line of Fairgrounds Road, S.0°07'E., 109.95 feet to a point and the easterly corner common to Tracts 56 and 57 of said "Riverside Farms" and the southeasterly corner of said Parcel; thence along the southerly line of said Parcel and Tracts 56 and 53, Riverside Farms, N.89°47'W., 396.00 feet to the westerly corner common to Tracts 52 and 53 of said Riverside Farms, N.89°47'W., 396.00 feet to the westerly corner described; thence along the westerly line of said Riverside Farms and also the southwesterly corner of the Parcel being described; thence along the westerly line of said Parcel and Tract 53, Riverside Farms, N.0°12'W., 109.99 feet to the northwesterly corner thereof and the westerly corner common to Tracts 53 and 54, Riverside Farms; thence along the northerly line of said Parcel and Tracts 53 and 56, Riverside Farms, S.89°47'E., 396.16 feet to the northeasterly corner of said Parcel and the Point of Beginning and containing 1.000 acres, more or less;

and as appears on this Plat is with the free consent and in accordance with the desires of the undersigned owners and proprietors of said subdivision, the name of said Addition shall be "KLEIN ADDITION" to the City of Casper, Natrona County, Wyoming.

Dated at Casper, Wyoming this 20 day of FEBRUARY, 1981.

OTHER INVESTMENTS  
a Partnership  
5011 Altona Route, Box 19  
Casper, Wyoming 82601

Michael L. Wass  
MICHAEL L. WASS

Timothy J. Klein  
TIMOTHY J. KLEIN

**ACKNOWLEDGEMENT**

STATE OF WYOMING )  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by Timothy J. Klein and Michael L. Wass on this 20 day of January, 1981.

Witness my hand and seal of office this 20 day of January, 1981.

My commission expires: NOVEMBER 1981

Dorinda S. Siebel  
NOTARY PUBLIC

**APPROVALS**

APPROVED: Community Planning Commission of Casper, Wyoming this 6<sup>th</sup> day of April, 1981 and forwarded to the City Council of Casper, Wyoming with recommendation that said Plat be approved.

APPROVED: City Council of the City of Casper, Wyoming, by Ordinance No. 29-81 duly passed, adopted and approved on the 27<sup>th</sup> day of July, 1981.

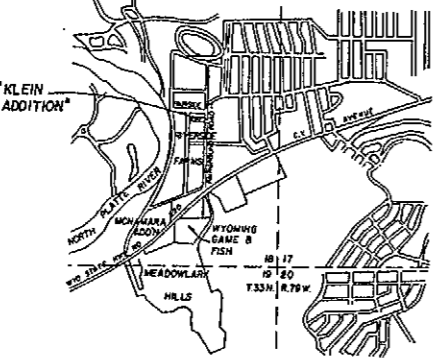
APPROVED: Board of County Commissioners of Natrona County, Wyoming, by Resolution duly passed on the 20<sup>th</sup> day of AUGUST, 1981.

INSPECTED AND APPROVED on the 14<sup>th</sup> day of July, 1981.

INSPECTED AND APPROVED on the 28<sup>th</sup> day of August, 1981.

INSPECTED AND APPROVED on the 25<sup>th</sup> day of Sept., 1981.

Filed for Record in the Office of the County Clerk of Natrona County, Wyoming, this 17<sup>th</sup> day of January, 1981.



LOCATION B VICINITY MAP  
SCALE: 1"=2000'

**CERTIFICATE OF SURVEYOR**

STATE OF WYOMING )  
COUNTY OF NATRONA )

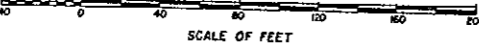
I, Maynard Johnson of Casper, Wyoming hereby certify that this Plat was prepared from notes taken during an actual survey made by me or under my direction during the month of May 1979 and from the Records of Worthington, Leebert and Carpenter, Inc., and that such Plat correctly represents such survey; all perimeter corners are well and accurately marked and identified; all dimensions are expressed in feet and decimals thereof and courses 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 by Maynard Johnson on this 20 day of MAY, 1979.

My commission expires: JAN. 22, 1981

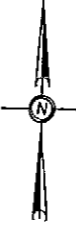
James H. Carpenter  
NOTARY PUBLIC



- LEGEND**
- Brass Cop Corner ○
  - Original corner □
  - Locust corner □
  - 5/8" x 16" Rebar □
  - W.L.B.C. Brass Cop or Aluminum Cop set □
  - Subdivision Boundary - - - - -
  - Easement - - - - -

Plat Closure Ratio: 1:25,000

Survey & Plat By  
WORTHINGTON, LEEBERT & CARPENTER, INC.  
632 South David Street, Casper, Wyoming  
W.O. No. 4-30-Ag Date: May 15, 1979



353490 COMPARED

DEED

J. M. CAREY & BROTHER  
TO  
C. C. DURBIN

STATE OF WYOMING, }  
County of Natrona } SS.

This instrument was filed for record October 6, 1937, at 10:35 o'clock A.M., and duly Recorded 87 of Deeds on page 343.

Carl Thomason, County Clerk.

DEED

THIS DEED, Made this twentieth day of January in the year of our Lord One Thousand Nine Hundred Thirty-Seven, between J. M. CAREY & BROTHER, a corporation organized and existing under and by virtue of the laws of the State of Wyoming, party of the first part, and C. C. DURBIN, of the County of Natrona and State of Wyoming, party of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TWO HUNDRED THIRTY-FOUR NO/100 (\$234.00) DOLLARS, to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, and unto his heirs and assigns FOREVER, the following described tracts, pieces or parcels of land, situate in Section numbered Eighteen (18), in Township numbered Thirty-Three (33) North, of Range numbered Seventy-Nine (79) West of the Sixth Principal Meridian, in the County of Natrona and State of Wyoming, known as Tracts numbered FIFTY-FOUR (54) and FIFTY-SIX (56), being a part of Tract known as Riverside Farms, as said Tract is laid down and described on a plat recorded in the office of the County Clerk and Ex-Officio Register of Deeds in and for said County of Natrona, and State of Wyoming, together with a water right for the irrigation of such portion or portions only, of said described land, as may be irrigated, and for said land only, said water to be furnished and supplied from the North Platte River by means of a Pumping Plant located on said Section 18, and supplied through a certain ditch, known as and called W Y Ditch No. 5, now owned by the said party of the first part, together with such additions and extensions as may be granted from time to time; which said water right shall consist of that quantity of water which bears the same ratio to the entire quantity of water owned by virtue of the said Ditch appropriation and controlled by the said party of the first part, as does the area of land heretofore described bear to the entire area of all lands capable of being irrigated from said Ditch and Pumping Plant as the same is now established or may hereafter be extended, provided that such water right shall not consist of a quantity of water in excess of the quantity authorized by the present laws of the State of Wyoming to be appropriated for the irrigation of the said described land.

It is hereby expressly stipulated that the said party of the second part, by acceptance of this Deed, waives and disclaims for himself, his heirs and assigns, the right to the use of any water from Carey Garden Creek Ditch No. 5.

TO HAVE AND TO HOLD the said above granted Land and Water Right unto said party of the second part, his heirs and assigns FOREVER, together with the privileges, hereditaments, tenements and appurtenances thereunto in any wise appertaining or belonging.

And the said party of the first part, for itself, its successors and assigns, covenants and agrees, to and with the said party of the second part, his heirs and assigns, that at the sealing and delivery of these presents it is well seized in the said premises, in and of a good and indefeasible estate, in fee simple.

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(f).

And that they are free from all encumbrances whatsoever, excepting however, any taxes or assessments levied on said premises since September 1st, 1932.

And that it has good and lawful right to sell and convey the same. And the said party of the first part will and its successors and assigns shall forever WARRANT AND DEFEND the same against all lawful claims and demands whatsoever.

And the said party of the first part, for itself, its successors and assigns, covenants and agrees to and with the said party of the second part, his heirs and assigns, that he the said party of the second part shall and may lawfully at all times hereafter peaceably have, occupy, possess and enjoy the said premises hereby granted, or intended so to be, with the appurtenances, without the lawful hindrance or molestation of the party of the first part, its successors or assigns, or any person or persons whatsoever, by or with its consent, privity or procurement.

Provided, however, that in case of the maintenance, conduct or operation by the party of the second part, his heirs or assigns, of any business contrary to the laws of the State of Wyoming or the United States of America, all the right, title and interest in and to said premises conveyed hereby to the said party of the second part, shall forthwith cease, and shall revert to the said party of the first part.

The said party of the second part, for himself, his heirs or assigns, in consideration of the said conveyance, does hereby waive any and all claim or claims which might hereafter arise or accrue unto him for loss or damage by reason of any leakage or overflow from said C Y Ditch No. 5 or lateral ditches therefrom, belonging to the said party of the first part, either upon the land hereinbefore described or any other tract or tracts of land owned by the said party of the second part, anything in any statute or custom to the contrary notwithstanding.

By acceptance of this Deed, and in consideration of the said conveyance, the said party of the second part, for himself, his heirs and assigns, hereby expressly covenants, and agrees with the party of the first part, its successors or assigns, to the following stipulations and conditions.

1. That before he is furnished with a supply of water for said described land, the said party of the second part, will at his own cost, construct in a proper and substantial manner and securely put in place, connected with the main ditch or lateral which may convey water for said land, such headgate or headgates as may be needed to divert, control, or regulate the proportion or quantity of water to which he is entitled, and he and his heirs, or assigns, shall for all times hereafter, at his or their own cost, maintain in good repair said headgate or headgates in such manner as to prevent any waste or loss of water. Neglect or failure to comply with this requirement shall be deemed sufficient cause to shut off the supply of water from said lateral until this requirement shall have been fully and properly complied with.

2. That he, the said party of the second part, his heirs and assigns, will at all times hereafter forever, bear his or their pro rata share of the cost of any work or services and any and all expenses which may be incurred by the party of the first part, its successors or assigns in maintaining in good repair and in operating said Pumping Plant and Ditch through which a supply of water for the irrigation of said land is obtained and furnished, and that he, the said party of the second part, his heirs or assigns, will pay on demand to the party of the first part, its successors or assigns, his or their pro rata share of such sums as it, the said party of the first part, may pay out or incur with respect to the maintenance, operation and repair of said Pumping Plant and irrigation system; and further that the amount of such pro rata share of such cost and expense shall, as soon

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as incurred be and become a lien and charge upon all the right, title and interest and estate legal or equitable which said party of the second part, his heirs or assigns, may have in or to the said described land, paramount and superior to any lien or encumbrance which said party of the second part, his heirs or assigns, may hereafter impose thereon, and that such lien and charge shall run with said land and be enforceable against the same and against said party of the second part, his heirs or assigns, and all persons succeeding to the interest and estate of said party of the second part therein.

3. The said mentioned pro rata share of said cost and expense shall be in the same proportion to the whole cost and expense of maintaining in good repair and operating said Pumping Plant and irrigation system, as the area of the land hereinbefore described bears to the total area of all the land irrigated by means of said Pumping Plant and irrigation system.

4. In case of the failure or refusal of the said party of the second part, his heirs or assigns to pay upon demand such pro rata share of such cost and expense, the said party of the first part, its successors or assigns, may at once proceed in any proper court to foreclose the said liens for the recovery of the amount thereof, and may also shut off and cease the supply of water from said land until all amounts due and owing for and on account of such pro rata share have been fully paid.

5. The said party of the first part, reserves for itself, its successors or assigns, the right-of-way across said described land at all times hereafter, without compensation to the said party of the second part, his heirs or assigns, to lay out, construct, maintain, change and repair any and all extensions and enlargements of ditches and laterals through any portion of said described land and to use and have free access to the same, for the above described purposes only.

The said party of the first part, its successors or assigns, further covenants and agrees that whenever seventy-five (75) percent of the land irrigable from the said Pumping Plant and C Y Ditch No. 5, shall have been conveyed by deed by the said party of the first part, the said party of the first part, its successors or assigns, will turn over unto the holders of water rights for such land, the control and management of the said Pumping Plant and C Y Ditch No. 5, and the said party of the second part, his heirs or assigns, covenants and agrees to accept the control and management of said Pumping Plant and C Y Ditch No. 5, with the holders of other deeds for such water rights, or to allow the said party of the first part, its successors or assigns, to turn over to a corporation to be organized by it for that purpose, the control and management of the said Pumping Plant and C Y Ditch No. 5 for the mutual benefit of the holders of water rights therefrom. Stock shall be issued in said corporation to each owner of water rights from said Pumping Plant and C Y Ditch No. 5, on the basis of one share of stock for each one-half acre of water right owned. The said water right holders of the said corporation assuming the management and control of the said irrigation system shall thereupon have the right to charge and collect from the party of the second part, his heirs or assigns, his or their pro rata share of the cost and expense of operating and maintaining said irrigation system, and to enforce payment as hereinbefore provided.

The said party of the second part, by acceptance of this Deed, further covenants and agrees, for himself, his heirs and assigns, that the said party of the first part, its successors or assigns, may have the right to sell any unplatted portion of the land capable of being irrigated from said Pumping Plant and C Y Ditch No. 5, without any water rights from said C Y Ditch No. 5 attaching thereto, and that the said party of the first part, its successors or assigns, may in such case or cases, relinquish to the State Board

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of control, the water rights from said C Y Ditch No. 5, now attaching to such unplatted portion or portions. Should any such sales be consummated by the said party of the first part, the said party of the first part, its successors or assigns, reserves the right and the party of the second part, his heirs or assigns, hereby expressly covenants and agrees that the said party of the first part, its successors or assigns, shall have the right at its option, after ten (10) percent of the land irrigable from the said Pumping Plant and C Y Ditch No. 5 has been conveyed by deed by the said party of the first part, its successors or assigns, to turn over unto the holders of water rights for such lands, the control and management of the said Pumping Plant and C Y Ditch No. 5, under the conditions as outlined in the foregoing paragraph, and in such case the said party of the second part, his heirs or assigns, covenants and agrees to accept the control and management of the said Pumping Plant and C Y Ditch No. 5 with the holders of other deeds for such water rights.

Until the management and control of the said irrigation system is so transferred, the said party of the first part, its successors and assigns, shall direct, manage and control the said irrigation system and the distribution of water therefrom, subject to such prudential rules and regulations as it or they may adopt. After the management and control of the said irrigation system shall have been transferred, the said party of the first part, its successors or assigns, shall have the right to sell water rights and proportionate interests in the said irrigation system until all thereof have been sold.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be signed by its President, attested by its Secretary, and its corporate seal to be hereunto affixed the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Annie Marie Dudley

J. M. CAREY & BROTHER,

By Joseph M. Carey, President.

ATTEST: Karl B. Axt, Secretary.

J. M. Carey & Brother, Incorporated  
 SEAL  
 July 14th 1908  
 Cheyenne, Wyoming

STATE OF WYOMING )  
 ) ss:  
 COUNTY OF LARAMIE )

On this twentieth day of January A. D. 1937, before me, M. ELIZABETH MILLER, a Notary Public within and for said County of Laramie, State of Wyoming, personally appeared JOSEPH M. CAREY and KARL B. AXT, to me personally known, who being by me first duly sworn, did say that they are the President and Secretary respectively of J. M. CAREY & BROTHER, (a corporation), and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said JOSEPH M. CAREY and KARL B. AXT, acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and Notarial Seal this twentieth day of January A.D. 1937.

M. Elizabeth Miller  
 Notary Public

My commission expires October 27, 1939.

M. Elizabeth Miller, Notary Public  
 Laramie County, Wyoming