

No. 3379

LEASE

Released in Book 2 of Deeds, Page 629.

Fred Reardon

' to

W. A. Payne

Fees, \$2.55

THE STATE OF WYOMING }
 COUNTY OF SUBLINTE }
 office this 6th day of December, A.D. 1926 at 1:00 o'clock P.M. and duly recorded in Book 1 of Miscellaneous, Page 584.

J. P. Fuller

County Clerk

THIS AGREEMENT, Made this ninth day of September, A.D., 1926, between Fred Reardon, party of the first part, and W. A. Payne, party of the second part, WITNESSETH:-

That the said party of the first part, for and in consideration of the covenants and agreements, hereinafter mentioned to be kept and performed by the said party of the second part, his heirs, executors and administrators, has demised and leased to the said party of the second part all those premises situate, lying and being in the County of Sublette and State of Wyoming, known and described as follows:

The Lot 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, and N $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 7; Lots 2, 3 and 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, and NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 18; Lot 1 of Sec. 19; Lots 9 and 10, SE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, and SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 6; SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, and Lots 2 and 3 of Sec. 5, all in Township twenty-eight north, Range 111 West; SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 33 and W $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 34 in Township 29 north, Range 111 West; Lots 1 and 2 of Sec. 13, and Lot 1 of Sec. 24 in Township 28 north, Range 112 west; also all of Lot 3, Sec. 7, Township twenty-eight north, range 111 west exception the north 15.54 acres, and all of Lot 14 of Sec. 12 in Township twenty-eight north, Range 112 west excepting the north 11.6 acres, and also the south 26.6 acres of Lot 13 of Sec. 12 in Township twenty-eight north, Range 112 west, all above land west of the Sixth Principal Meridian, Wyoming, and containing 1551 acres, more or less.

TO HAVE AND TO HOLD the said above described premises with the appurtenances, unto the said party of the second part, his heirs, executors, administrators, and assigns, from the ninth day of September, A. D., 1926, for and during and until April 1st, 1934.

And the said party of the second part, in consideration of the leasing of the premises aforesaid, by the said party of the first part to the said party of the second part, does covenant and agree with the said party of the first part, his heirs, executors, administrators and assigns, to pay the said party of the first part, as rent for the said demised premises the sum of Twenty-eight Hundred Dollars (\$2,800.00) due and payable in installments of Three hundred Fifty Dollars (\$350.00) annually on the first day of January of each year, commencing Jan. 1, 1927, and in further consideration of the leasing of the premises aforesaid, the said party of the second part agrees to pay all taxes on the leased premises during the term of this lease when and at such time as taxes assessed are due and payable, but it is expressly understood that taxes so paid shall be assessed against the agricultural value of the land, and any increase in value of the land for assessment purposes due to the discovery of minerals or oil thereon shall be paid by the said party of the first part.

And the said party of the second part further covenants with the said party of the first part, that the said second party has received said demised premises in good order and condition, and at the expiration of the time mentioned in the lease he will yield up the said premises in good order and condition as when the same were entered upon by the said party of the second part, loss by fire or inevitable accident or ordinary wear excepted.

It is further agreed by the said party of the second part that neither he nor his legal representatives will underlet said premises or any part thereof, or assign this lease, without the written assent of the said party of the first part, had and obtained thereto, and that he will not use or permit the said premises to be used for any purpose prohibited by the laws of the State of Wyoming, or the United States.

The said respective parties hereto further mutually covenant and agree that in case the big flume of the Thornton-Reardon Canal Company is reconstructed, rebuilt, or re-stealed, the said party of the first part agrees to pay for steel fluming, bolts, and hardware used assessed against the above premises, and make delivery of materials so used at Opal, Wyoming, and said second party agrees to perform or pay for the labor required.

The said respective parties hereto further mutually covenant and agree and it is expressly understood that said party of the first part reserves all minerals, oil or gas produced on the leased land, and further reserves the right to prospect and drill for oil or gas in and upon the lands leased, either by himself or his authorized representatives or their agents, and to produce, save and sell such oil or gas as may be found thereupon, together with the right of egress and ingress for the purpose of conducting such operations as may be necessary for prospecting and drilling upon said land and for the saying and selling of the same, including the right to construct, maintain and operate all necessary pumps, storage tanks, roads or pipe line for the proper handling of any oil or gas that may be found thereupon. The said party of the first part agrees to pay any and all damages to crops grown upon said lands or other losses sustained by said party of the second part arising from such operations thereupon in prospecting and drilling upon said land or in the handling of any oil or gas that may be produced therefrom.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be behind or unpaid on the day of payment whereon the same ought to be paid as aforesaid, or if default shall be made in any of the covenants and agreements herein contained, to be kept by the said party of the second part, his heirs, executors, administrators, it shall and may be lawful for