

No. 19073'

LEASE

Mrs. A. G. Fardy

THE STATE OF WYOMING)

County of Sublette)

To

Lyman Fearn

Fees, \$2.55

This instrument was filed for record at 10:15 o'clock A. M., on the 1st day of October, 1937, and duly recorded in Book 3 of Miscellaneous, on Page 586.

G. C. FELTNER, County Clerk

By Lillian C. Rider, Deputy

THIS AGREEMENT, Made this first day of October in the year of our Lord, One Thousand Nine Hundred and Thirty-seven (1937) between MRS. A. G. FARDY of Pinedale, Sublette County, Wyoming, party of the first part, and LYMAN FEARN of Rook Springs, Sweetwater County, Wyoming, 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, administrators and assigns, has demised and leased to the said party of the second part, all those premises situate, lying and being in the Town of Pinedale of the County of Sublette and in the State of Wyoming, known and described as follows, to-wit:

Lots numbered Eighteen (18), Nineteen (19) and Twenty (20) in Block numbered Fifteen (15), in the Hennick Addition to the Town of Pinedale, as said lots are laid down and described on the duly recorded plat of said Addition filed in the office of the County Clerk and Ex-officio Register of Deeds in and for Sublette County, Wyoming, together with all improvements, buildings and appurtenances situate thereon and appertaining thereto.

IT IS UNDERSTOOD AND AGREED that the lessee is leasing said premises for the purpose of building and constructing, at his own expense, a gasoline filling station, cabins and other improvements, and that all buildings and improvements built and constructed upon said premises by him shall remain the property of the lessee, his heirs, executors, administrators and assigns, and shall not attach or become a part of the realty. In consideration of the covenants herein contained and for other good and valuable consideration, it is hereby agreed by and between the parties hereto, their heirs, executors, administrators and assigns, that at the expiration of the term of this Lease, the lessor shall have the right and option to purchase the buildings and improvements built and constructed by the lessee upon said premises at a price to be ascertained by three (3) disinterested appraisers, and it is further agreed that if the said lessor fails and refuses to exercise said option to purchase, said lessee shall then have the right and option to purchase the land and premises hereby leased, the purchase price to be ascertained by three (3) disinterested appraisers. In either case and for the purpose of exercising either option by said lessor or lessee, the parties hereto shall each select an appraiser and the two appraisers selected by them shall select a third appraiser, and the value fixed by said appraisers shall be final; that said appraisers selected by the parties hereto as herein provided, shall, within three (3) days after their selection, determine either the value of the real property or the value of the buildings and improvements under said options. The lessor shall, at least thirty (30) days prior to the expiration of this Lease, notify the lessee in writing of her desire to exercise said option, and if the lessor fails to do so, then the lessee shall notify the lessor at least ten (10) days prior to the expiration of this Lease, in writing, of his desire to exercise said option. These options shall be binding upon the lessor and lessee, their heirs, executors, administrators, assigns and grantees. In case the lessor exercises said option, the lessee hereby agrees to sell and deliver to the lessor all of the buildings and improvements located upon said lands, and in case the lessee exercises said option, said lessor hereby agrees to sell, grant and convey to said lessee the real property herein described.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said party of the second part, his heirs, executors, administrators and assigns, from the first day of October, A. D. 1937, for and during and until September 30th, A. D. 1947 (ten years). 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, her heirs, executors, administrators and assigns, to pay to the said party of the first part, as rent for said premises, the sum of One Hundred Twenty (\$120.00) Dollars per year, or at the rate of Ten (\$10.00) Dollars per month, payable either yearly or monthly in advance. It is agreed that the lessor shall pay all general and special taxes levied and assessed against the real property hereby leased, and the lessee shall pay all general and special taxes assessed and levied against the buildings and improvements built and constructed by him upon said real property of the lessor. Should the lessor fail and refuse to pay said taxes on said real property, the lessee shall have the right to pay the same and deduct the amount paid from any rentals due and owing. Should the lessor and lessee herein named fail and neglect to exercise the option to purchase, as above set forth, it is understood and agreed by and between the parties hereto that, in consideration of the covenants herein contained and for other good and valuable consideration, the said lessee, his heirs, executors, administrators or assigns, shall have the exclusive right, privilege and option to lease the real property herein described for an additional period of five (5) years from the expiration of the term of this Lease, at the same yearly or monthly rental as herein provided. In such case, the lessor agrees to make, execute and deliver a Lease to the lessee contained the same covenants as is herein contained. This option shall be binding upon the heirs, executors, administrators, assigns and grantees of said lessor and lessee.

AND THE SAID PARTY of the second part further covenants with the said party of the first part, that 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 said premises to the said party of the first part in as good order and condition as when they were entered upon by said party of the second part; provided that if neither party exercises the