

This is an 8 year lease commencing February 1, 1937

Said lease being recorded in the office of the County Clerk of said County, in Book 1 of O & G Leases Page 43 and

WHEREAS. The said lease and all rights thereunder or incident thereto are now owned by H. E. Ewart

NOW, THEREFORE, For and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto does hereby bargain, sell, transfer, assign and convey unto WYNN M. HOOPER of his right, title and interest of the original lessee and present owner in and to said lease and rights thereunder insofar as it covers the

E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Lot 2, and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Lot 2, Sec. 5, Twp. 30N, Rge. 112W, containing 7 $\frac{1}{2}$ acres, more or less,

together with all personal property used or obtained in connection therewith to said assignee and her heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs successors and representatives does covenant with the said assignee, her heirs, successors or assigns that he is the lawful owner of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

IN WITNESS WHEREOF, The undersigned owner and assignor has signed and sealed this instrument this 5th day of July 1940.

Witness

H. E. Ewart (SEAL)

Dorothy D. Ewart (SEAL)

W. A. Harrison

STATE OF CALIFORNIA) ss.
COUNTY OF LOS ANGELES)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 5th day of July, 1940, personally appeared H. E. Ewart and Dorothy D. Ewart, his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission expires
April 4, 1942

Raymond J. Rasmussen, Notary Public

(NOTARIAL SEAL)

No. 25995

AGREEMENT

Thomas A. Brosman, Jr.

THE STATE OF WYOMING) ss.
County of Sublette)

This instrument was filed for record in my office at 2:00 o'clock P.M. on the 8th day of July A.D. 1940 and duly recorded in Book 7 of Miscellaneous on Page 602.

To

C. C. Feltner

Fees, \$1.25

Faren C. Faler, County Clerk.

This agreement, made and entered into by and between Thomas A. Brosman Jr., party of the first part and C.C. Feltner, party of the second part, witnesseth:

That the first party desires to purchase a water right for 29 acres through the Highland Canal, covering Lot 1, Section 31, T. 34N., R. 108W., now owned by the Fremont Irrigation Company, a corporation; and the said second party desires to purchase 2 1/4 miles of fence bordering Section 36, T. 34 N., R. 109 W., on the North and South sides and on the East side of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 36;

Now therefore, for and in consideration of mutual agreements herein contained, the parties hereto agree as follows:

The said party of the first part agrees to deliver to said party of the second part, on execution of this agreement, a bill of sale from Adaline Brosman to C.C. Feltner covering the 2 1/4 miles of fence above described.

The said party of the second part agrees to deliver to the first party within one year from date, a water deed for water sufficient for irrigation of 29 acres of land in Lot 1, Section 31, T. 34 N., R. 108 W., under the regular form of contract issued by the said Fremont Irrigation Company, provided that said land has been open for settlement within said time; and upon the execution of said water deed and contract, the party of the first part agrees to pay to second party, as agent for the Fremont Irrigation Company, the sum of \$100.00 in cash, being the balance difference in value between the water right (\$400.00) and the fence (\$300.00). The party of the second part also guarantees to deliver to party of the first part sufficient water to irrigate above described 29 acres of land during irrigation season of 1940, and every irrigation season thereafter.

If, within one year from date the above described land is not open to settlement, the said C.C. Feltner agrees to pay the party of the first part the sum of \$300.00 in full payment for said fence; provided, however, that the terms of this contract may be extended another year on agreement of the parties hereto in writing.

Dated at Pinedale, Wyoming, this 27th day of May, 1940.