

BIG PINEY, WYOMING  
FRONT STREET & BLACK AVENUE

<Record>

Form G77A 2-60-10M

303

## LEASE

Agreement dated the 30th day of April, 1964, by and between Christian Bunning and Margaret F. Bunning, his wife, and Robert Bunning and Mary D. Bunning, his wife, P.O. Box 128, Rock Springs, Wyoming 82901 (lessor) and TEXACO INC., a Delaware corporation, having a place of business at 1570 Grant Street, Denver 3, Colorado (lessee).

(1)—**Premises Leased.** Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the

City of Big Piney, County of Sublette, State of Wyoming, described as follows:

All of Lots 1, 2, and 3, in Block 10, C. P. MacGlashan's First Addition to the Town of Big Piney, Wyoming.

Hereby relinquishing and waiving all rights by virtue of the Homestead exemption laws of the State of Wyoming.

Together with all appurtenances thereto and all right, title and interest of lessor in and to any and all roads, streets and ways bounding the said premises.

(2)—**Term.** TO HAVE AND TO HOLD for the term of Ten (10) years,

from and after the first day of the month of Nineteen Hundred next following the month in which the improvements provided for in Paragraph (9) are completed and accepted by lessee.

(3)—**Rental.** Lessee agrees to pay the following rent for said premises:—

Four-hundred Fifty Dollars (\$450.00) per month

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FEES	\$2.50	M. H. Farnum, COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

Provided, however, that no rental shall accrue or become due until such time as a suitable service station, according to lessee's plans and specifications, shall have been (a) constructed upon the demised premises by the lessor as hereinabove provided, and (b) completed, equipped and delivered to lessee for the transaction of lessee's business.

Lessee agrees that rental shall be payable in monthly installments and that if any installment thereof shall be due and unpaid for ten (10) days after written notice of such default has been delivered to the Division Sales Manager of the lessee, at its place of business as shown in this lease, lessor shall then have the right to terminate this lease on thirty (30) days' written notice to lessee.

Lessee, at its option, may apply at any time such rental or any installment thereof to the payment of any indebtedness due or to become due from lessor to lessee. Such application shall be deemed payment of such rental.