

RECORDED JUNE 3, 1968 BK 165 PG 326 NO 546468 B. B. HUME, COUNTY CLERK
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BILL OF SALE AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, MERTON C. BOND and MARGARET A. BOND, husband and wife of Sheridan, Wyoming, have this day, May 29, 1968, sold to CHARLES T. EVINGER and DOROTHY M. EVINGER, husband and wife of Brazil, Indiana that certain property known as "The Town of Acme" situate in the SW $\frac{1}{4}$ of Section 15, Township 57, North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, and

WHEREAS, it is understood that Merton C. Bond and Margaret A. Bond have sold to Charles T. Evinger and Dorothy M. Evinger all of the equipment, machinery, and personal property located on or appurtenant to said land and all interest in said property, real and personal, which said Merton C. Bond and Margaret A. Bond received from Gothard Bylund who in turn received said property from Sheridan-Wyoming Coal Company, Incorporated; and

WHEREAS, it is the intention of Merton C. Bond and Margaret A. Bond to convey legal title to said personal property and also to give Charles T. Evinger and Dorothy M. Evinger the necessary easement to effectuate the intent of the parties in order to maintain and keep in good state of repair the Acme Water Stand Pipe, the Storage Tank, Acme Pump and the so-called Acme No. 1 Water Well.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the sum of Twenty-Four Thousand Dollars (\$24,000.00) paid by Charles T. Evinger and Dorothy M. Evinger,

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husband and wife to Merton C. Bond and Margaret A. Bond, husband and wife, as part of the purchase moneys for all of the real and personal property comprising the Town of Acme, Merton C. Bond and Margaret A. Bond, husband and wife, do by these presents, grant, bargain, sell and convey unto Charles T. Evinger and Dorothy M. Evinger, husband and wife as tenants by the entirety and to their heirs, executors, administrators and assigns, the following personal property situate in the SW $\frac{1}{4}$ of Section 15, Township 57 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, and located on the premises known as The Town of Acme and used in conjunction with the operation of said Town of Acme, to-wit:

1. 1 Barne 1 $\frac{1}{2}$ " Gasoline Pump
2. 1 Ridgit Pipe Threader 1" to 2"
3. 1 Ridgit Pipe Cutter
4. 1 14" Pipe Wrench
5. 1 10" Pipe Wrench
6. 1 24" Pipe Wrench
7. 1 Flexible Steel Sewer Rod
8. 1 Flexible Bowel Cleaner
9. 1 3/4" Sewer Rod
10. 1 Borring Reamer
11. 1 Chain Wrench
12. 1 Open End Wrench
13. 1 Basin Wrench
14. 1 Sherman Backhoe mounted on a Ford Tractor
15. 1 1953 Jeep $\frac{1}{2}$ Ton Pickup
16. The Acme Water Stand Pipe and Storage Tank
17. The Acme Pump
18. The so-called Acme No. 1 Water Well
19. All water pipes running from the Acme Water Stand Pipe and Storage tank to the tract of land sold by Sheridan-Wyoming Coal Company, Incorporated to Gothard Bylund and which is fully described in the Agreement for Warranty Deed dated July 15, 1953 and appearing of record in Book 108 of Deeds at Page 497 in the office of the County Clerk of Sheridan County, Wyoming.
20. Except for the personal property and effects owned by Merton C. Bond and Margaret A. Bond, all of the furniture, furnishings, fixtures and equipment owned by Merton C. Bond and Margaret A. Bond located on the premises herein conveyed or used in conjunction with said premises.

TO HAVE AND TO HOLD the same to the said Charles T. Evinger and Dorothy M. Evinger, husband and wife, their heirs, executors, administrators and assigns forever, and Merton C. Bond and Margaret A. Bond do for themselves, their successors in interest, covenant and agree to and with Charles T. Evinger and Dorothy M. Evinger, their heirs, executors, administrators and assigns to warrant and defend the sale of said property hereinabove described made unto them against all persons whomsoever, lawfully claiming or to claim the same.

As part of the consideration of the moneys paid by Charles T. Evinger and Dorothy M. Evinger, husband and wife, Merton C. Bond and Margaret A. Bond do hereby grant, bargain, warrant, and convey unto Charles T. Evinger and Dorothy M. Evinger, their heirs, executors, administrators and assigns and successors in interest, the right to leave all water pipes now found in the SW $\frac{1}{4}$ of Section 15, Township 57 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, and running from the so-called Acme Water Stand Pipe and Storage Tank to the tract land sold by Sheridan-Wyoming Coal Company to Gothard Bylund and described in the Agreement for Warranty Deed recorded in Book 108 of Deeds at page 497 in the office of the County Clerk and Ex-Officio Register of Deeds in Sheridan County, Wyoming, in their present location.

Merton C. Bond and Margaret A. Bond further grant to Charles T. Evinger and Dorothy M. Evinger and to their heirs, executors, administrators and assigns, and do hereby

assign all of the right conveyed to them by Gothard Bylund, the right at all times to enter upon the SW $\frac{1}{4}$ of Section 15 in Township 57 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, which right had been heretofore conveyed to Gothard Bylund by the Sheridan-Wyoming Coal Company, for the purpose of properly maintaining, repairing or replacing or removing said pipe lines and for the purpose of doing all necessary work in connection therewith.

IN WITNESS WHEREOF, Merton C. Bond and Margaret A. Bond have executed these presents this 29th day of May, 1968.

Merton C. Bond
Merton C. Bond

Margaret A. Bond
Margaret A. Bond

STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

On this 29th day of May, 1968, before me personally appeared Merton C. Bond and Margaret A. Bond, husband and wife, to me personally known, who, being by me duly sworn did say that they are the persons who executed the above said instrument and that they executed the same as their free act and deed.

Given under my hand and notarial seal this 29th day of May, 1968.

William H. Allen
Notary Public

My commission expires: December 1, 1971