

RECIPROCAL PIPELINE EASEMENT

THIS RECIPROCAL PIPELINE EASEMENT ("Easement") is made this \\\^\tag{\psi} day of

December, 2020, by and between Summerfield K. Johnston, Jr. whose address is 9337

Bradmore Lane, Ooltewah, TN 37363 ("Johnston"), Ladybug, LLC, a Wyoming close limited

liability company, with an office address of 325 Bird Farm Road, Sheridan, WY 82801-9550

("Ladybug"), Martin S. MacCarty and Laura B. MacCarty, husband and wife, whose address is

P.O. Box 578, Big Horn, WY 82833-0578 ("MacCarty"), and Maccarty, Inc. whose address is P.O.

Box 578, Big Horn, WY 82833 ("Maccarty, Inc.") (all are individually referred to herein as a "Party"

and collectively as the "Parties").

WITNESSETH,

WHEREAS, the Parties convey irrigation water from the Last Chance Ditch to each of their properties through a pipeline, the location of which is shown on **Exhibit B** attached hereto and incorporated herein by this reference; and

WHEREAS, the Parties have agreed to grant unto each other the easements described herein; and

WHEREAS, the Easement described on **Exhibit A** and shown on **Exhibit B** attached hereto and incorporated herein by this reference is a burden to the lands as described on **Exhibit A** owned by each of the respective Parties which are located in Sheridan County, State of Wyoming, to-wit:

Township 54N, Range 84W of the 6th P.M., Sheridan County, Wyoming:

Section 10:

SE14NE14, SE14SE14

Section 11:

SW14NW14, W1/2SW1/4

Section 15:

E½NW¼, N½NE¼

WHEREAS, this Easement is a benefit to and is appurtenant to the lands owned by Johnston which are described on **Exhibit C** attached hereto and incorporated herein by this reference (the "Johnston Property"); and

WHEREAS, this Easement is a benefit to and is appurtenant to the lands owned by Ladybug which are described on **Exhibit D** attached hereto and incorporated herein by this reference (the "Ladybug Property"); and

WHEREAS, this Easement is a benefit to and is appurtenant to the lands owned by MacCarty which are described on Exhibit E attached hereto and incorporated herein by this reference (the "MacCarty Property"); and

WHEREAS, this Easement is a benefit to and is appurtenant to the lands owned by Maccarty, Inc. which are described on Exhibit F attached hereto and incorporated herein by this reference (the "Maccarty, Inc. Property"); and

WHEREAS, the Parties recognize and acknowledge that the functionality of the Pipeline requires all sections of the Pipeline to be kept in good working order.

NOW, THEREFORE, in and for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, and the covenants and agreements herein contained, each Party hereby conveys and grants unto each of the other Parties, their successors, assigns, and legal representatives, a sixteen foot (16') easement as described on Exhibit A and shown on Exhibit B for the purpose of accessing, maintaining, upgrading, inspecting, altering, repairing, replacing, operating, protecting, removing, and relaying a single water pipeline (the "Pipeline") for transporting water from the Last Chance Ditch to the Parties' properties described on Exhibits C through F situate in the County of Sheridan, State of Wyoming.

It is understood that this Easement is being granted subject to the following expressed terms, conditions, and reservations:

- A. The Recitals contained in this Easement are incorporated herein by this reference and shall constitute a part of this Easement.
- The obligation for maintaining, upgrading, inspecting, altering, repairing, В. replacing operating, protecting, removing, relaying, and any other expenses related to the Pipeline, including the restoration of any areas disturbed by such work, shall be shared by the Parties as follows:

Section A:

Johnston	17%
Ladybug	45%
MacCarty	11%
Maccarty, Inc.	9%
Last Chance Ditch Company	18%*



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*If Last Chance Ditch Company fails to pay all or any part of its portion, the Parties to this Easement will be responsible to pay their proportionate share of any unpaid sum in accordance with each Parties' respective percentages as set forth above, e.g., Johnston would pay 17/82 or approximately 20.73% of any sum not paid by Last Chance Ditch Company.

Section B:

Last Chance Ditch Company

100%*

**If Last Chance Ditch Company fails to pay all or any part of its portion, the Parties to this Easement will be responsible to pay their proportionate share of any unpaid sum in accordance with each Parties' respective percentages as set forth above for Section A, e.g., Johnston would pay 17/82 or approximately 20.73% of any sum not paid by Last Chance Ditch Company.

Section C:

Ladybug	70%
MacCarty	16.5%
Maccarty, Inc.	13.5%

Section D:

Ladybug	50%
Maccarty, Inc.	50%

- C. Any Party may undertake emergency repairs on the Pipeline. All other work on the Pipeline shall be performed only with advance notice to those Parties bearing responsibility to share in such work under Paragraph B. If such Parties cannot agree upon any aspect of work to be performed, including but not limited to the scope of the work, cost of the work, or selection of a contractor, they shall resolve the dispute pursuant to the terms of Paragraph I below. If such Parties fail to perform any work on the Pipeline which is necessary to make all sections on the Pipeline functional, any other Party to this Agreement shall be entitled to perform the work and to be reimbursed the reasonable value of such work from those Parties bearing responsibility for the work under Paragraph B.
- D. Each Party on whose land is located a drain for the Pipeline shall bear the responsibility for opening the drain at the end of the irrigation season which date shall be coordinated by the Parties each irrigation season. As of the date of this Easement, drains are located in the approximate locations shown on Exhibit A. In the event the Pipeline is damaged as a result of a Party's failure to open a drain, that Party shall bear all costs to repair such damage and this term shall supersede the terms of Paragraph B for such costs.

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- E. The Parties shall be entitled to use a reasonable area adjacent to the Easement when performing any work on the Pipeline. Any areas disturbed by any work on the Pipeline shall be restored as near as possible to the condition which existed prior to such work.
- The Parties shall utilize the Easement for access to perform any work on the F. Pipeline unless alternative routes are agreed upon in advance by the Party over whose property access is desired. The Parties shall utilize ATVs or UTVs to access the pipeline unless other equipment is reasonably necessary for specific work on the Pipeline.
- G. The use of the Easement shall be limited to agricultural uses.
- Any new connection to the Pipeline shall be approved by all Parties whose H. property is benefitted by this Easement.
- I. In the event any dispute arises related to this Easement, including but not limited to decisions related to work on the Pipeline under Paragraph C above, any Party involved in the dispute (each an "Affected Party" and collectively the "Affected Parties") may invoke the dispute resolution mechanism outlined in this Paragraph I by notifying all other Affected Parties in writing (including by text, e-mail, or other electronic communication so long as the notice is actually received) ("Dispute Resolution Demand"). The Affected Parties shall submit in writing (including by text, e-mail, or other electronic communication so long as the response is actually received) to the other Affected Parties their position on the unresolved matter ("Position Statements"). Such position statements shall be delivered within 48 hours of each Affected Party's receipt of the Dispute Resolution Demand. Affected Parties shall meet within 48 hours of receipt of such Position Statements and determine whether a decision can be obtained. If no decision can be made, the Affected Parties shall agree upon an independent third-party who shall mediate the dispute. If the Affected Parties cannot agree upon a mediator, each Affected Party shall designate a third-party and those individuals shall select the mediator. The mediator shall have sole discretion to determine the process of the mediation, provided that the mediation shall conclude no later than thirty (30) days after the Dispute Resolution Demand. The costs of mediation shall be paid directly by the Affected Parties who shall bear such expenses equally. In the event any affected Party refuses to discuss a matter which is the subject of a Dispute Resolution Demand, such Affected Party's position shall be disregarded and the other Affected Parties shall have full authority to act without such Affected Party's consent on the disputed Compliance with the terms of this Paragraph I is a necessary precondition to the filing of any lawsuit related to this Easement by any Party.
- J. In the event that any Party shall become in default or breach of any of the terms of this Easement, such defaulting or breaching Party shall pay all reasonable attorney's fees and other expenses which the non-breaching or nondefaulting Party or Parties may incur in enforcing this Easement, with or without suit.



K. This easement shall be construed as an easement running with the land and shall inure to the benefit of and be binding upon each of the Parties, their heirs, personal representatives, and other legal representatives, successors and assigns.

[signatures on following pages]

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Summerfield K. Johnstøn, Jr.	
STATE OF <u>Hamilton</u>) ss. County of <u>Hamilton</u>)	
This instrument was acknowledged be Summerfield K. Johnston, Jr.	efore me on Occumber 7, 2020 by
	Rolun K. Fedlutte Notarial Officer Title and Rank: Notary Public
My commission expires: 11 26 206	State Of Tennessee Notary Public
	A Sublic second as a subject of the second as a



Ladybug, LLC

Janet Wilson

Title: Manager

STATE OF WYOMING

) ss.

County of Sheridan

Wilson, Manager of Ladybug, LLC.

C.M.D. SHERWOOD - NOTARY PUBLIC

COUNTY OF SHERIDAN

STATE OF WYOMING

My Commission Expires March 20, 2023

Notarial Officer

Title and Rank: Notary Public

My commission expires:

3-22-2023

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STATE OF WYOMING)
) ss
County of Sheridan)

This instrument was acknowledged before me on December 1 2020 by Martin S. MacCarty.

KRISTEN LEMKE - NOTARY PUBLIC COUNTY OF STATE OF SHERIDAN WYOMING MY COMMISSION EXPIRES JULY 25, 2023

Title and Rank: Notary Public

My commission expires: 7-25-23



STATE OF WYOMING) ss. County of Sheridan This instrument was acknowledged before me on December 11th, 2020 by Laura B. MacCarty. KRISTEN LEMKE - NOTARY PUBLIC STATE OF WYOMING COUNTY OF SHERIDAN MY COMMISSION EXPIRES JULY 25, 2023 Title and Rank: Notary Public

My commission expires: 7-25-23



Maccarty, Inc.

By: Wanty S. Was Cont	12/11/20	
Martin S. MacCarty	Date	
Title: President		
STATE OF WYOMING)	SS.	
County of Sheridan)		
This instrument was acknowledged before me on <u>Decomber 11th</u> , 2020 by Martin S. MacCarty, as President of Maccarty, Inc.		
KRISTEN LEMKE - NOTARY PUBLIC COUNTY OF SHERIDAN MY COMMISSION EXPIRES JULY 25, 2023	Notarial Officer Title and Rank: Notary Public	
My commission expires:	25-23	



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LEGAL DESCRIPTION EXHIBIT "A"

Re: 16.0' Irrigation Pipeline Easements

November 30, 2020

An irrigation pipeline easement sixteen (16) feet wide, being eight (8) feet each side of the following described centerline situated in the SE¼NE¼, SE½SE¼ of Section 10, SW¼NW¼, W½SW¼ of Section 11, and the E½NW¼, N½NE¼ of Section 15, Township 54 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof; said centerline being more particularly described as follows:

Commencing at the north quarter corner of said Section 15 (Monumented with a 11/2" Aluminum Cap per PLS 102); thence S26°26'21"W, 1512.61 feet to the POINT OF BEGINNING of said easement (Section "A"); thence N08°38'33"W, 75.00 feet along said centerline to a point; thence N21°08'40"E, 27.83 feet along said centerline to a point; thence N73°58'23"E, 224.11 feet along said centerline to a point; thence N80°18'22"E, 727.18 feet along said centerline to a point; thence N32°31'56"E, 741.87 feet along said centerline to a point; thence N28°36'24"E, 439.34 feet along said centerline to a point; thence N89°03'43"E, 566.37 feet along said centerline to a point; thence N85°37'13"E, 265.30 feet along said centerline to a point; thence N07°33'33"E, 52.24 feet along said centerline to a point, said point lying on the south line of a tract of land described in Book 579 of Deeds, Page 4; thence, continue N07°33'33"E, 111.92 feet along said centerline to a point, said point lying on the southwesterly right-of-way line of Bird Farm Road (AKA County Road No. 28); thence N18°21'02"E, 34.92 feet along said centerline to a point, said point lying on the centerline of said Bird Farm Road (AKA County Road No. 28), and the west line of a tract of land described in Document Number 2020-761067; thence, continue N18°21'02"E, 66.44 feet along said centerline to a point; thence S88°41'35"E, 698.00 feet along said centerline to a point, said point being the (End of Section "A" and the beginning of Section "C"); thence N01°24'02"E, 342.62 feet along said centerline to a point; thence N31°28'55"E, 456.52 feet along said centerline to a point; thence N15°40'33"E, 719.52 feet along said centerline to a point; thence N25°39'53"E, 428.11 feet along said centerline to a point; thence N00°11'09"W, 1507.06 feet along said centerline to a point, said point lying on the south line of a tract of land described in Book 457 of Deeds, Page 775; thence, continue N00°11'09"W, 22.92 feet along said centerline to a point, said point being the (End of Section "C" and the beginning of Section "D"); thence N89°00'27"W, 53.60 feet along said centerline to a point; thence S80°54'20"W, 46.72 feet along said centerline to a point, said point lying on the east line of a tract of land described in Book 574 of Deeds, Page 111; thence, continue S80°54'20"W, 108.77 feet along said centerline to a point, point lying on the south line of said tract described in Book 574 of Deeds, Page 111, also being the north line of said tract described in Document Number 2020-761067; thence S89°47'54"W, 194.19 feet along said north line of said tract described in Document Number 2020-761067, said south line of said tract described in Book 574 of Deeds, Page 111, and said centerline to a point, said point lying on the east line of said SE¼NE¼ of Section 10; thence S89°55'29"W, 570.76 feet along said north line of said tract described in Document Number 2020-761067, said south line of said tract described in Book 574 of Deeds, Page 111, and said centerline to the POINT OF TERMINUS of said easement, said point being the (End of Section "D") lying on the east right-of-way line of said Bird Farm Road (AKA County Road No. 28), and being S18°26'35"W, 1863.87 feet from the northeast corner of said Section 10 (Monumented with a 31/4" Aluminum Cap per PLS 6812). Lengthening or shortening the sidelines of said easement to intersect said boundary lines.

Said irrigation pipeline easement contains 3.12 acres of land, more or less.

(Section "B")

An irrigation pipeline easement sixteen (16) feet wide, being eight (8) feet each side of the following described centerline situated in the SE¼SE¼ of Section 10, and the SW¼SW¼ of Section 11, Township 54 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof; said centerline being more particularly described as follows:

Commencing at the southeast corner of said Section 10 (Monumented with a 31/4" Aluminum Cap per PLS 6812); thence N42°23'39"W, 271.04 feet to the POINT OF BEGINNING of said easement, said point being the intersection of (Section "A & C" and the beginning of Section "B"); thence N87°06'00"E, 431.17 feet along said centerline to a point; thence N72°22'54"E, 759.36 feet along said centerline to a point; thence N83°24'35"E, 290.00 feet along said centerline to the POINT OF TERMINUS of said easement, said point being the (End of Section "B"), and being N68°56'18"E, 1349.88 feet from said southeast corner of said Section 10.

Said irrigation pipeline easement contains 23,688 square feet of land, 0.54 acres of land, more or less.

Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

SURVEYOR'S STATEMENT

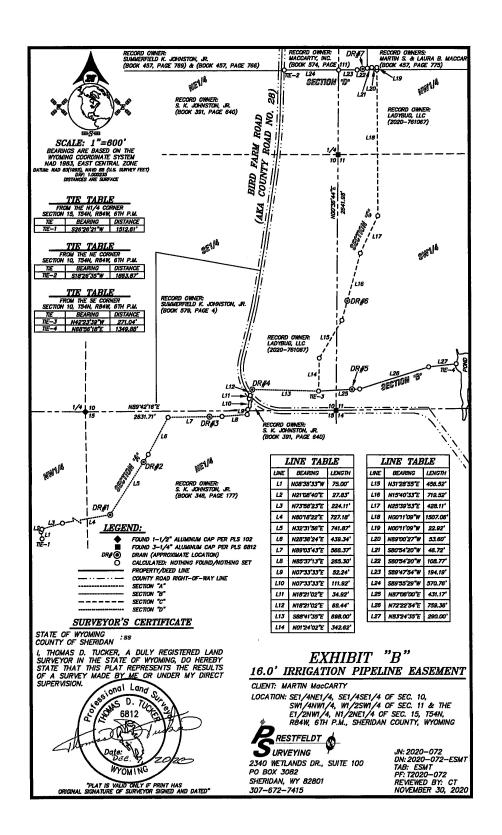
I, Thomas D. Tucker, do hereby state that this legal description was prepared from notes taken during an actual field survey performed by me or under my direct supervision.



Modification in any way of the above or foregoing legal description terminates liability of surveyor.

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"EXHIBIT C"

TO THE RECIPROCAL PIPELINE EASEMENT BY AND AMONG JOHNSTON, LADYBUG, MACCARTY, AND MACCARTY, INC.

Recorded Owners: Summerfield K. Johnston, Jr.

Township 54N, Range 84W of the 6th P.M., Sheridan County, Wyoming:

E½NW¼, N½NE¼ Section 15:

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FEES: \$60.00 SM EASEMENT

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"EXHIBIT D"

TO THE RECIPROCAL PIPELINE EASEMENT BY AND AMONG JOHNSTON, LADYBUG, MACCARTY, AND MACCARTY, INC.

Recorded Owners: Ladybug, LLC

A tract of land situated in the SE¼NE¼, E½SE¼ of Section 10, SW¼, S½NW¼ of Section 11, Township 54 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof; said tract of land being more particularly described as follows:

BEGINNING at the southeast corner of said Section 10 (Monumented with a 31/4" Aluminum Cap per PLS 6812), said point lying on the centerline of Bird Farm Road (AKA County Road No. 28); thence S89'42'17"W, 610.96 feet along said centerline and the south line of said EMSEM to a point, said point being the southeast corner of a tract of land described in Book 463 of Deeds, Page 653; thence, along said centerline through a non tangent curve to the right, having a radius of 440.00 feet, a central angle of 98°03'27", an arc length of 753.03 feet, a chord bearing of N34°43'11"W, and a chord length of 664.43 feet to a point; thence N14°18'33"E, 465.61 feet along said centerline to a point; thence, along said centerline through a curve to the left having a radius of 1909.86 feet, a central angle of 04"30'10", an arc length of 150.10 feet, a chord bearing of N12'03'28"E, and a chord length of 150.06 feet to a point lying on the west line of a tract of land described in Book 339 of Deeds, Page 260; thence N09'48'22"B, 586.44 feet along said centerline and the west line of said tract described in Book 339 of Deeds, Page 260 to a point; thence N08'27'19"E, 744.89 feet along said centerline and said west line to a point; thence, along said centerline and said west line through a non tangent curve to the left, having a radius of 6206.62 feet, a central angle of 06°59'59", an arc length of 758.25 feet, a chord bearing of N04°30'29"E, and a chord length of 757.77 feet to a point; thence NO2 '01'09"B, 298.24 feet along said centerline and said west line to a point, said point being the northwest corner of said tract described in Book 339 of Deeds, Page 260; thence NO2 2631 "E, 6.48 feet along said centerline to a point, said point being the northwest corner of a tract of land described in Book 469 of Deeds, Page 83 (Parcel One); thence, leaving said centerline, N89°55'29"E, 600.79 feet along the north line of said Book 469 of Deeds, Page 83 (Parcel One) to a point lying on the east line of said SE¼NE¼, Section 10; thence N89'47'54"E, 1355.91 feet along said north line of Book 469 of Deeds, Page 83 (Parcel One) to a point lying on the east line of a tract of land described in Book 461 of Deeds, Page 751, said point also being the northeast corner of a tract of land described in Book 469 of Deeds, Page 83 (Parcel Two); thence S00° 10'37"E, 8.43 feet along the east line of said tract described in Book 469 of Deeds, Page 83 (Parcel Two) to a point, said point being the northeast corner of a tract of land described in Book 460 of Deeds, Page 370; thence S00'06'22"E, (passing through a 130.00 foot witness corner), 2269.48 feet along the east line of said tract described in Book 460 of Deeds, Page 370 and an existing fence line to a point; thence S40'28'35"E, 28.83 feet along said east line and an existing fence line to a point; thence S00'31'37"B, 316.70 feet along said east line and an existing fence line to a point; thence S03'28'29"B, 297.17 feet along said east line and an existing fence line to a point; thence S26'40'21"B, 15.75 feet along said east line and an existing fence line to a point; thence, leaving said existing fence line S65 5526 W, 24.24 feet along said east line to a point; thence S00'31'37"E, 132.30 feet along said east line to a 2" Aluminum Cap per PLS 6812 at an angle point of an existing fence line; thence, continue S00°31'37"E, 430.55 feet along said east line and an existing fence line to a point lying on the south line of said SW14, Section 11; thence S89'09'06"W, 1427.62 feet along the south line of said Section 11 to the POINT OF BEGINNING of said tract.

Said tract contains 173.83 acres of land more or less.

Basis of Bearings is Wyoming State Plane (Bast Central Zone).



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"EXHIBIT E"

TO THE RECIPROCAL PIPELINE EASEMENT BY AND AMONG JOHNSTON, LADYBUG, MACCARTY, AND MACCARTY, INC.

Recorded Owners: Martin S. MacCarty & Laura B. MacCarty, Husband and Wife

A tract of land situated in the NW¼ of Section 11, Township 54 North, Range 84 West, 6th P.M., Sheridan County Wyoming, said tract of land being more particularly described as follows:

Commencing at the northwest corner of said Section 11 (Monumented with a 3½" Aluminum Cap per PLS 6812); thence S89°59'40"E, 282.70 feet along the north line of said NW¼ and the centerline of Kruse Creek Road (AKA County Road No. 30) to the POINT OF BEGINNING of said tract; thence, continue S89°59'40"E, 1042.60 feet along said north line and said centerline to a point, said point being the northeast corner of the NW¼NW¼ of said Section 11 (Monumented with a 3¼" Aluminum Cap per PLS 6812); thence, continue S89°59'40"E, 6.26 feet along said north line and said centerline to a point (Monumented with a 2" Aluminum Cap per PLS 6812), said point being the northeast corner of a tract of land described in Book 461 of Deeds, Page 805; thence S00°10'37"E, 1137.68 feet along an existing fence line to a point, said point being the northeast corner of a tract of land described in Book 461 of Deeds, Page 751(Monumented with a 2" Aluminum Cap per PLS 6812); thence, continue S00°10'37"E, 624.81 feet along an existing fence line to a point, said point being the northeast corner of a tract of land described in Book 470 of Deeds, Page 281; thence S89°47'54"W, 1054.31 feet along the north line of said tract described in Book 470 of Deeds, Page 281 to a point; thence N00°00'00"E, 1766.29 feet to the POINT OF BEGINNING of said tract.

Said tract contains 42.59 acres, more or less.

Basis of Bearings is the Wyoming Coordinate System NAD 1983, East Central Zone.



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"EXHIBIT F"

TO THE RECIPROCAL PIPELINE EASEMENT BY AND AMONG JOHNSTON, LADYBUG, MACCARTY, AND MACCARTY, INC.

Recorded Owners: MacCarty, Inc.

A tract of land situated in the E½NE ¼ of Section 10, W½NW¼ of Section 11, Township 54 North, Range 84 West, 6th P.M., Sheridan County Wyoming, said tract of land being more particularly described as follows:

BEGINNING at the northwest corner of said Section 11 (Monumented with a 3½" Aluminum Cap per PLS 6812); thence S89°59'40"E, 282.70 feet along the north line of said W½NW¼ of Section 11 and the centerline of Kruse Creek Road (AKA County Road No. 30) to a point; thence S00°00'00"E, 1766.29 feet to a point, said point lying on the north line of a tract of land described in Book 470 of Deeds, Page 281; thence S89°47'54"W, 301.60 feet along said north line to a point, said point lying on the west line of said W½NW¼ of Section 11; thence S89°55'29"W, 600.79 feet along said north line of a tract described in Book 470 of Deeds, Page 281 to a point, said point lying on the centerline of Bird Farm Road (AKA County Road No. 28); thence N02°26'31"E, 1406.93 feet along said centerline to a point; thence, along said centerline, through a curve to the left, having a radius of 8000.00 feet, a central angle of 02°26'46", an arc length of 341.54 feet, a chord bearing of N01°13'08"E, and a chord length of 341.52 feet to a point; thence N00°00'15"W, 19.63 feet along said centerline to a point, said point lying on the north line of said E½NE¼ of Section 10 and said centerline of Kruse Creek Road (AKA County Road No. 30); thence N89°50'57"E, 552.48 feet along the north line of said E½NE¼ of Section 10, and said centerline of Kruse Creek Road to the POINT OF BEGINNING of said tract.

Said tract contains 35.10 acres, more or less.

Basis of Bearings is the Wyoming Coordinate System NAD 1983, East Central Zone.

NO. 2020-764603 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK WILCOX AGENCY SHERIDAN WY 82801