

CONTRACT OF EXCHANGE

WITNESS: That Renzo H. Lomax and Mildred Lomax, husband and wife, of Dayton, Wyoming, hereinafter called the FIRST PARTY, hereby offers to exchange the following described property, with all easements, improvements, and rights of ingress and egress incident appurtenant thereto, to wit:

- (1) T. 56 N., R. 87 W., 6th P.M., Sheridan County, Wyoming

Section 2: NW $\frac{1}{4}$ SW $\frac{1}{4}$; and that parcel of land in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the N $\frac{1}{2}$ SE $\frac{1}{4}$ lying south and west of a line staked in the location agreed upon by both parties during the year of 1964, said parcel to be surveyed for inclusion in the instrument of conveyance.

Section 3: Lot 2; Lot 3: SE $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$; containing, in all, 310 acres, more or less, which figures and description shall be subject to final engineering survey.

the aforesaid property hereinafter to be called Property Number One, for the property, with all easements, improvements, and rights of ingress and egress incident and appurtenant thereto, of the State of Wyoming, Wyoming Game and Fish Commission, hereinafter called the SECOND PARTY, to wit:

- (2) T. 57 N., R. 87 W., 6th P.M., Sheridan County, Wyoming

Section 35: The easterly 132 feet of the SE $\frac{1}{4}$;

Section 36: W $\frac{1}{2}$ W $\frac{1}{2}$; W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$; containing in all 208 acres, more or less, which figures and description shall be subject to final engineering survey.

Such property to be hereinafter called Property Number Two.

THE TERMS AND CONDITIONS of exchange are as follows:

- (a) That on SECOND PARTY'S acceptance of this offer and pending the execution of the instruments necessary to effect the herein described exchange of title and full possession:

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(i) FIRST PARTY hereby and immediately licenses SECOND PARTY to use Property Number One for its wildlife to graze, forage and rest without let or hindrance except that the public shall be allowed to enter and hunt thereon and remove game killed therefrom during the authorized hunting seasons; and for its employees and agents to enter at all times for purposes of wildlife management and of constructing a livestock fence on the line staked by FIRST and SECOND PARTIES in 1964. Provided, FIRST PARTY may at all times use said land for moving his cattle expeditiously and in a reasonable manner to and from the National Forest. And that:

(ii) SECOND PARTY hereby immediately licenses FIRST PARTY to use Property Number Two for any purpose connected and consistent with proper agricultural production and stock-raising, including the control and elimination of noxious weeds.

(b) That FIRST PARTY hereby undertakes to acquire title to Property Number One at the earliest possible moment by accelerating payments in 1965, 1966 and by March 1, 1967, to the maximum extent allowed by Clause III (b) and the last sentence of Clause IV of a certain Agreement for Warranty Deed executed on December 28, 1962, wherein HUGH LLOYD WATSON and CRYSTAL M. WATSON, were Sellers and GERALD K. DELVES, were buyers, said buyers having subsequently assigned the said agreement to FIRST PARTY under a certain instrument of assignment executed on January 25, 1964, and such assignment having been approved and assented to by LLOYD WATSON and CRYSTAL M. WATSON in response to FIRST PARTY'S request to them dated April 30, 1964.

(c) That on FIRST PARTY'S acquisition of title to Property Number One, FIRST PARTY shall promptly deliver to SECOND PARTY a

566 properly certified and current Abstract of Title thereto, for examination and approval by the Office of the Attorney General for Wyoming; and SECOND PARTY shall promptly deliver to FIRST PARTY a properly certified and current abstract of title to Property Number Two, for examination by FIRST PARTY. If examination by said Attorney General's office reveals marketable title in Property Number One to be vested in FIRST PARTY in fee simple absolute, FIRST PARTY shall convey said property to SECOND PARTY free and clear of any defects, encumbrances and claims, whatsoever, by good and sufficient warranty deed and warranty bill of sale, passing marketable title therein to SECOND PARTY; whereupon, on FIRST PARTY finding marketable title to Property Number Two to be in SECOND PARTY, SECOND PARTY shall convey to FIRST PARTY said property by proper instrument passing title therein to FIRST PARTY. Should either title examination disclose valid objections to the marketable character of either party's title to said property or any part thereof, said parties shall promptly undertake to satisfy those objections and thereafter if such objections are unsatisfied within a reasonable time, either party may, at its election, accept said property notwithstanding such objections, or, by notice in writing to the other Party, rescind the contract in its entirety. The Wyoming standards for title examination shall control such examination.

(d) That furthermore, on execution of the exchange as herein provided in (c):

(i) FIRST PARTY shall promptly pay any and all taxes, assessments or charges of any nature whatsoever levied or made against Property Number One to the 31st day of January succeeding the date of conveyance, shall affix to said real estate conveyance

all necessary United States Document Tax Stamps, shall release and waive all rights existing under and by virtue of the Homestead Exemption Laws of the State of Wyoming, and shall accord SECOND PARTY full right of possession of said property coincident with delivery of the conveyance as aforesaid, or prior thereto, at the election of said FIRST PARTY, and the Party of the FIRST PART shall subscribe and swear to an affidavit wherein the affiants state that there has been no labor performed upon Property Number One, or within one (1) year prior to the date of such conveyance nor any material supplied thereon which will give rise to any claim or lien by any person or persons whomsoever to or upon Property Number One. 567

(ii) SECOND PARTY shall promptly pay any and all taxes, assessments or charges of any nature whatsoever levied or made against Property Number Two, to the 31st day of January next succeeding the date of conveyance and shall accord FIRST PARTY full right of possession of said property, coincident with delivery of the conveyance by good and sufficient warranty deed as aforesaid, or prior thereto, at the election of said SECOND PARTY;

(e) That IT IS MUTUALLY AGREED by the parties hereto that all terms, covenants and conditions hereof shall be binding upon and inure to the benefit of their heirs, personal representatives, successors and assigns.

DATED this 1st day of April, 1965.

Renzo H. Lomax
RENZO H. LOMAX

Mildred Lomax
MILDRED LOMAX

PARTY OF THE FIRST PART

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STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

On this 1st day of April, 1965, before me personally appeared Renzo H. Lomax and Mildred Lomax, to me known to be the person, or persons described in and who executed the foregoing Contract of Exchange consisting of four typewritten pages, and acknowledged that they executed the same as their free act and deed.



Alice L. Case
Notary Public

My Commission Expires: December 9, 1967

ACCEPTANCE

The SECOND PARTY hereby accepts the foregoing offer upon the terms and conditions stated.

Dated this 9th day of APRIL, 1965.

STATE OF WYOMING,
WYOMING GAME AND FISH COMMISSION

By: James B. Christ

Title: Wyoming Game and Fish Commissioner

Attest: Heleen

Secretary

PARTY OF THE SECOND PART

STATE OF WYOMING)
) ss.
COUNTY OF _____)

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On this _____ day of _____, 196____, before me personally appeared _____ to me personally known, who being by me duly sworn did say that he is the _____ of the WYOMING GAME AND FISH COMMISSION for the STATE OF WYOMING and that the seal affixed to the foregoing Contract of Exchange consisting of four typewritten pages is the seal of said COMMISSION and that said instrument was signed and sealed on behalf of the STATE OF WYOMING by authority of the said WYOMING GAME AND FISH COMMISSION and the said _____ acknowledged said instrument to be the free act and deed of the STATE OF WYOMING acting by and through said COMMISSION.

Notary Public

My Commission expires: _____



NOTICE OF ACCEPTANCE

A copy hereof showing execution and endorsement of acceptance of this contract was (mailed) (handed) to William B. _____, FIRST PARTY herein, at W.R. Middle on the 4th day of August, 1964.

By: Charles C. Anderson

Title: Notary Public
Wyoming Game & Fish Commission