



AFFIDAVIT AFFECTING TITLE TO REAL PROPERTY

The undersigned, pursuant to Wyoming Statute § 34-11-101, after being first duly sworn, states as follows:

1. My name is **Gerald F. Kaul**. I am over the age of majority and have personal knowledge of the matters stated herein.

2. I am one of the Trustees of the Gerald F. Kaul Trust Agreement dated July 12, 1991, and the Manager of Y-O Equine Ranch, L.L.C., a Wyoming limited liability company.

3. Gerald F. Kaul and Rose M. Kaul, Trustees of the Gerald F. Kaul Trust Agreement dated July 12, 1991 and Y-O Equine Ranch, L.L.C. are the owners of a tract of land located in Sheridan County, Wyoming and more particularly described on the attached **Exhibit A**.

4. The 1994 Right of Way Agreements attached as **Exhibit B** were granted for the extension of a water pipeline (the "Water Pipeline") from the East Side Ditch to the real property described on Exhibit A, which is the property benefitted by the rights of way described herein (the "Benefitted Property"). Attached as **Exhibit C** is the map of the Water Pipeline route that was prepared in 1994 as an attachment to the 1994 Right of Way Agreements.

5. The Water Pipeline is active and still in use for the Benefitted Property, serving as a continuing means of conveyance of this East Side Ditch water rights.

6. The Water Pipeline generally follows a system of old lateral ditches that diverted water from the East Side Ditch to the Benefitted Property, along then-existing implied irrigation ditch easements. The Water Pipeline route is visible on the surface from the East Side Ditch through the various parcels of real property to the Benefitted Property, still apparent from the original trench line and various vents, valves and risers.

7. Attached as **Exhibit D** are two maps on aerial photos clarifying the location of the Water Pipeline from the East Side Ditch to the Benefitted Property. References to the property owners with blocks and lots of the Knode Ranch Subdivision are noted on one map, indicating current owners and owners in 1994.



8. This Affidavit is given to confirm the location of the water pipeline right of way, the property affected by this right of way and the Benefitted Property.

Further your affiant sayeth naught.

Gerald F. Kaul

Gerald F. Kaul

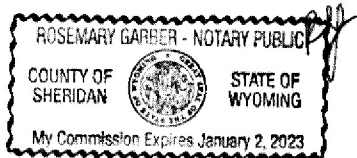
STATE OF WYOMING)

: ss.

COUNTY OF SHERIDAN)

The foregoing instrument was subscribed and sworn to and acknowledged before me this 24th day of September, 2021 by **Gerald F. Kaul**.

WITNESS my hand and official seal.



Rosemary Garber
Notarial Officer

My Commission Expires: January 2, 2023



**Gerald F. Kaul and Rose M. Kaul, Trustees of the Gerald F. Kaul Trust Agreement
dated July 12, 1991 and Y-O Equine Ranch, L.L.C.**

Property Description

PARCEL 1:

TOWNSHIP 55 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY,
WYOMING:

SECTION 27: W1/2SE1/4 and all of the SE1/4SE1/4

EXCEPTING THEREFROM THE FOLLOWING THREE TRACTS:

1) A tract of land containing about one and one-half acres on the East side of the old County Road known as the Sheridan-Bingham-Montana Road and described more fully as follows: Commencing at a point on the East line of said Section 27, about 772 feet North of the Southeast corner of said Section, where the West line of said County Road intersects the said section line; thence North along the Section line to the Northeast corner of said 40 acres; thence West along the North line of said 40 acres about 308 feet to the point where the West line of said County Road intersects the North line of said 40 acres; thence in a southeasterly directions, following the West line of said County Road to the point of beginning.

2) A 15 acre tract of land described as follows: A tract of land situated in the NW1/4SE1/4 of Section 27, Township 55 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, more particularly described as follows: Beginning at a point which bears S1°00'50"W a distance of 2661.39 feet from the North ¼ Corner of said Section 27; thence S2°42'02"W a distance of 483.37 feet; thence S88°22'57"E a distance of 1357.52 feet; thence N1°23'31"E a distance of 483.29 feet; thence N88°22'57"W a distance of 1346.48 feet, to the point of beginning.

3) A tract of land situated in the SE1/4SE1/4 of Section 27, Township 55 North, Range 84 West of the 6th Principal Meridian, Sheridan County, Wyoming; more particularly described as follows: Beginning at the Southeast corner of said Section 27, thence N1°32'41"E for a distance of 725.66 feet; thence N25°31'02"W for a distance of 674.33 feet; thence N88°45'51"W for a distance of 1019.27 feet; thence S1°21'21"W for a distance of 460.27 feet; thence N68°27'41"E for a distance of 234.46 feet; thence S21°19'01"E for a distance of 148.68



feet; thence S68°27'41"W for a distance of 296.67 feet; thence S1°21'21"W for a distance of 708.15 feet; thence S88°51'04"E for a distance of 1321.69 feet to the point of beginning.

PARCEL 2:

A tract of land situated in the SE1/4SE1/4 of Section 27, Township 55 North, Range 84 West of the 6th Principal Meridian, Sheridan County, Wyoming; more particularly described as follows:

Beginning at the Southeast corner of said Section 27, thence N1°32'41"E for a distance of 725.66 feet; thence N25°31'02"W for a distance of 674.33 feet; thence N88°45'51"W for a distance of 1019.27 feet; thence S1°21'21"W for a distance of 460.27 feet; thence N68°27'41"E for a distance of 234.46 feet; thence S21°19'01"E for a distance of 148.68 feet; thence S68°27'41"W for a distance of 296.67 feet; thence S1°21'21"W for a distance of 708.15 feet; thence S88°51'04"E for a distance of 1321.69 feet to the point of beginning.

Right of Way Agreement

This agreement made this 12th day of May 1994
by and between Knock Home Runners Assoc., hereinafter called the
owner and Gerald F. Kaul, hereinafter called the Contractor.

Witnesseth:

The owner does hereby warrant that he has full right and authority
to enter into this agreement and that he is the sole owner of
the following described real estate.

5.83 Acres of Common ground 2nd Addition

It is agreed as follows:

1. The owner does hereby give and grant to the Contractor
permission to lay and maintain water line on and across
the above described property. (approx location per
attached map)
2. The Contractor agrees to pay the owner as consideration for
the above agreement the lump sum of one dollar (\$1.00)

In witness whereof, the parties hereto have executed this
agreement on the date first above written.

Knock Home Runners Assoc.
Owner

Gerald F. Kaul
Contractor

Board Members

Gilbert L. Clemmons

[Signature]

Frank Siles

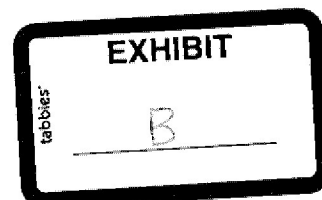
Dean A. Portant

Russell Cox

[Signature]

Terrell Murray

Bob Patton





Right of Way Agreement

13th

This agreement made this ~~MAY~~ day of May 19 94
by and between Tom Throne, hereinafter called the
owner and Gerald F. Kaul, hereinafter called the contractor.


Witnesseth:

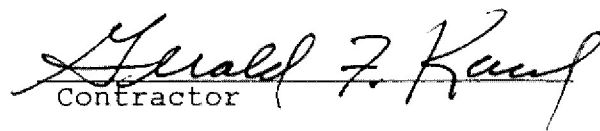
The owner ~~does hereby warrant~~ that he has full right and authority
~~to enter into this agreement and that he~~ is the sole owner of
the following described real estate.

96 Canvasback Rd.

It is agreed as follows:

1. The owner does hereby give and grant to the Contractor
permission to lay and maintain water line on and across
the above described property. (approx location per
attached map)
 2. The Contractor agrees to pay the owner as consideration for
the above agreement the lump sum of one dollar (\$1.00)
 3. Contractor will reseed after installation.
 4. Contractor will maintain water in exsist irrigation ditch.
- In witness whereof, the parties hereto have executed this
agreement on the date first above written.


Owner


Contractor



Right of Way Agreement

This agreement made this 12th day of May 19 94
by and between Denny Peterson, hereinafter called the
owner and Gerald F. Kaul, hereinafter called the contractor.

Witnesseth:

The owner does hereby warrant that he has full right and authority
to enter into this agreement and that he is the sole owner of
the following described real estate.


72 Canvasback Rd.

It is agreed as follows:

1. The owner does hereby give and grant to the Contractor
permission to lay and maintain water line on and across
the above described property. (approx location per
attached map)
2. The Contractor agrees to pay the owner as consideration for
the above agreement the lump sum of one dollar (\$1.00)

In witness whereof, the parties hereto have executed this
agreement on the date first above written.


Owner


Contractor



Right of Way Agreement

This agreement made this 10 day of May 1994
by and between Scott Haywood, hereinafter called the
owner and Gerald F. Kaul, hereinafter called the contractor.

Witnesseth:

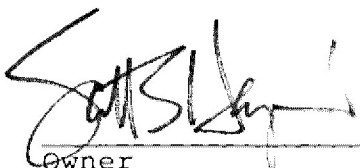
The owner does hereby warrant that he has full right and authority
to enter into this agreement and that he is the sole owner of
the following described real estate.


80 CANVASBACK RD.

It is agreed as follows:

1. The owner does hereby give and grant to the Contractor
permission to lay and maintain water line on and across
the above described property. (approx location per
attached map)
2. The Contractor agrees to pay the owner as consideration for
the above agreement the lump sum of one dollar (\$1.00)

In witness whereof, the parties hereto have executed this
agreement on the date first above written.


Owner


Contractor



Right of Way Agreement

This agreement made this 9 day of MAY 1994
by and between Willis Fauth, hereinafter called the
owner and Gerald F. Kaul, hereinafter called the contractor.

Witnesseth:

The owner does hereby warrant that he has full right and authority
to enter into this agreement and that he is the sole owner of
the following described real estate.

114 Canvasback Rd

It is agreed as follows:

1. The owner does hereby give and grant to the Contractor
permission to lay and maintain water line on and across
the above described property. (approx location per
attached map)
2. The Contractor agrees to pay the owner as consideration for
the above agreement the lump sum of one dollar (\$1.00)

In witness whereof, the parties hereto have executed this
agreement on the date first above written.

Willis Fauth
Owner

Gerald F. Kaul
Contractor

Right of Way Agreement

This agreement made this 10 day of May 1994
by and between Frank Mills, hereinafter called the
owner and Gerald F. Kaul, hereinafter called the contractor.

Witnesseth:

The owner does hereby warrant that he has full right and authority
to enter into this agreement and that he is the sole owner of
the following described real estate.

98 Canvasback Rd.

It is agreed as follows:

1. The owner does hereby give and grant to the Contractor
permission to lay and maintain water line on and across
the above described property. (approx location per
attached map)
2. The Contractor agrees to pay the owner as consideration for
the above agreement the lump sum of one dollar (\$1.00)

In witness whereof, the parties hereto have executed this
agreement on the date first above written.

Frank S Mills
Owner

Gerald F. Kaul
Contractor

Right of Way Agreement

This agreement made this 16th day of May 19 94
by and between Stephen Maier, hereinafter called the
owner and Gerald F. Kaul, hereinafter called the contractor.

Witnesseth:

The owner does hereby warrant that he has full right and authority
to enter into this agreement and that he is the sole owner of
the following described real estate.

4 Harlequin Dr.

It is agreed as follows:

1. The owner does hereby give and grant to the Contractor
permission to lay and maintain water line on and across
the above described property. (approx location per
attached map)
2. The Contractor agrees to pay the owner as consideration for
the above agreement the lump sum of one dollar (\$1.00)

In witness whereof, the parties hereto have executed this
agreement on the date first above written.

Stephen Maier
Owner

Gerald F. Kaul
Contractor

Right of Way Agreement

This agreement made this 10 day of May 1994
by and between Terry Johnson, hereinafter called the
owner and Gerald F. Kaul, hereinafter called the contractor.

Witnesseth:

The owner does hereby warrant that he has full right and authority
to enter into this agreement and that he is the sole owner of
the following described real estate.

106 Canvasback Rd.

It is agreed as follows:

1. The owner does hereby give and grant to the Contractor
permission to lay and maintain water line on and across
the above described property. (approx location per
attached map)
2. The Contractor agrees to pay the owner as consideration for
the above agreement the lump sum of one dollar (\$1.00)

In witness whereof, the parties hereto have executed this
agreement on the date first above written.

Terry Johnson
Owner

Gerald F. Kaul
Contractor



Darrel C. Vanhooser
Right of Way Agent
Right of Way and Claims

Conoco Pipe Line Company
6855 South Havana Street, Suite 180
Englewood, CO 80112
(303) 649-4165 Phone
(303) 649-4041 Fax

March 20, 1995

Mr. Gerald Kaul
60 McCormick Road
Sheridan, WY 82801

RE: CROSSING OF PIPELINE WITH IRRIGATION WATERLINE

Dear Mr. Kaul:

Conoco Pipe Line Company (CPL) has been made aware of your request to cross its pipeline in Section 34, Township 55 North, Range 84 West, Sheridan County, Wyoming with a 10 inch waterline to be used for irrigation purposes. CPL has no problem with this project taking place, provided the following provisions are met:

- 1 - The waterline will be a 10 inch PVC pipe and will have a minimum of 2 feet of clearance between it and CPL's pipeline, whether installed above or below CPL's pipeline.
- 2 - CPL will continue to operate and maintain its pipeline and will be held harmless and indemnified against any claims resulting from any damages done to the waterline. There will be the capability of shutting off the water at its source so if any damage does occur, CPL will not have its facility flooded.
- 4 - CPL will be notified before any construction begins so a representative can be present during the work.
- 5 - All pertinent information is being furnished to CPL's legal department and a recordable Encroachment Agreement will be drawn up. In exchange for CPL allowing the installation of the waterline before this agreement is finalized, the owner of the waterline agrees to sign this Encroachment Agreement when it becomes available.

If you are in agreement with the above provisions, please sign below indicating your approval and return the original of this letter in the postage-paid envelope provided.

Thank you for your assistance in this matter. If there are any questions, please advise.

Darrel C. Vanhooser
Darrel C. Vanhooser
Right of Way Agent

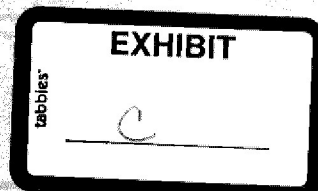
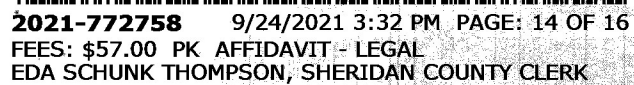
Enclosure

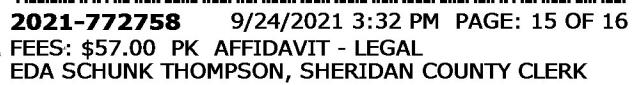
cc: R. W. McCreesh

AUTHORIZATION/CONCURRENCE

By: *Gerald F. Kaul*

Date: *3-22-95*

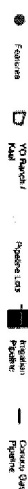




Colaco Brothers
1400 17th St. N.W.
Wash., D.C. 20036

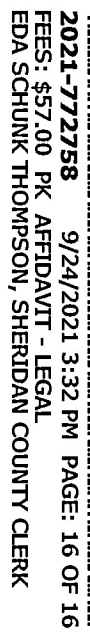
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The Role of the Teacher

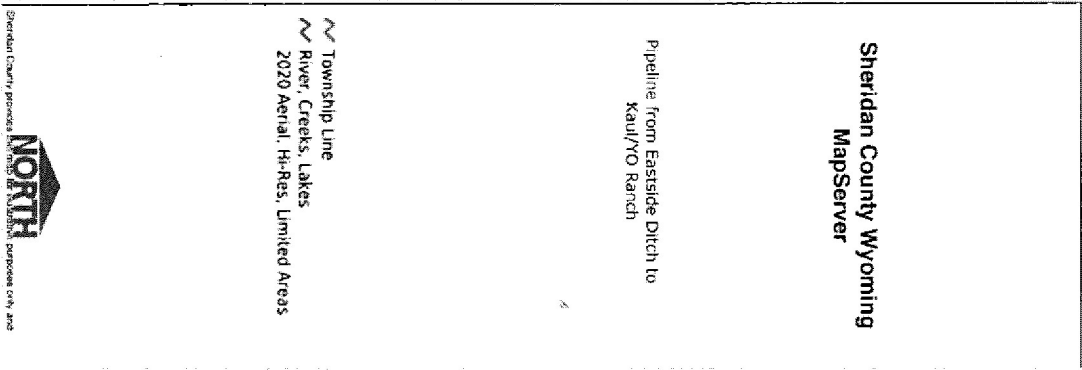
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EXHIBIT

tables.



NO. 2021-772758 AFFIDAVIT - LEGAL.
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
SHERIDAN COUNTY TITLE INSURANCE AG 23 S MAIN STREET
SHERIDAN WY 82801



**Sheridan County Wyoming
MapServer**

Pipeline from Eastside Ditch to
Kaul/YO Ranch

~ Township Line
~ River, Creeks, Lakes
2020 Aerial, Hi-Res, Limited Areas

