



WARRANTY DEED

GIORGIS SOFT SERVE, INC., a Wyoming Corporation, heretofore having acquired title to the real property, improvements, and appurtenances which herein below are described by, through, and under that certain **WARRANTY DEED** which is dated February 28, 1986, and which was recorded on April 11, 1986, in the office of the Clerk and Recorder of the County of Sheridan, State of Wyoming, in **Book 301 of Deeds**, commencing at **Page 550**, the address of which said corporation is 747 Burton Street, Sheridan, Wyoming, 82801; and which said corporation appears herein as the **GRANTOR**, acting by and through its undersigned **President, Michael R. Giorgis**, and its undersigned **Secretary-Treasurer, Carrie J. Giorgis**, **FOR AND IN CONSIDERATION of Ten And More Dollars [\$10.00+]**, and for other good and valuable consideration, receipt of which is acknowledged, by these presents does **CONVEY, WARRANT, AND DELIVER** unto **B&R PROPERTIES, LLC.**, a Wyoming limited liability company, which appears herein as the **GRANTEE**, and the address of which said corporation is **1679 Hillcrest, Sheridan, Wyoming 82801**, the following described real property, which is situated in the County of Sheridan, State of Wyoming, to wit:

Lot 3, Block 49, of Sheridan Land Company's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming;

AND

Lot 4, Block 49, of Sheridan Land Company's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming; excepting the following described tract of land:

Beginning at the Southwest Corner of said Lot 4; thence, North along the West Line six (6) feet; thence East parallel to the South Line of said Lot 4 a distance of five (5) feet; thence, South to the South Line of said Lot 4; and, thence, West along the South Line of said Lot 4 to the Point Of Beginning;

Said Block 49 being located in the NE ¼ NE ¼ of Section 27, in Township 56 North, Range 84 West of the Sixth Principal Meridian;

TOGETHER WITH all improvements situate thereon and all easements and appurtenances thereunto belonging; and, including also all rights as a successor-in-interest to Terry D. Olson and Vera E. Olson which are granted by or created under that certain Abutting Wall Agreement which is dated September 1, 1983, a copy of which hereto is appended, is marked as EXHIBIT A, and is incorporated herein by this express reference;

SUBJECT TO reservations, rights-of-way, easements, covenants, and restrictions of record; and, also subject to all obligations as a successor-in-interest to Terry D. Olson and Vera E. Olson which are stated under that certain Abutting Wall Agreement which is dated September 1, 1983, a copy of which hereto is appended, is marked as EXHIBIT A, and is incorporated herein by this express reference;

Also Known And Numbered As:

**544 North Main Street
Sheridan, Wyoming 82801.**

HEREBY RELEASING and WAIVING HOMESTEAD RIGHTS that otherwise might arise under or by virtue of the homestead exemption laws of the State of Wyoming.

ABUTTING WALL AGREEMENT

This agreement made and entered into by Donald Bateman Roberts and Sheri Dee Vineyard, hereinafter referred to as the First Parties, and Terry D. Olson and Vera E. Olson, hereinafter referred to as Second Parties,

WITNESSETH:

WHEREAS the First Parties own a motel building which abuts on the south line of Lot 2, Block 49, Sheridan Land Company's addition to the town, now City of Sheridan, Sheridan County, Wyoming or within several inches thereof, and

WHEREAS Second Parties are the owner of Lot 3, Block 49, Sheridan Land Company's addition to the town, now City of Sheridan, Sheridan County, Wyoming, and

WHEREAS Second Parties desire to construct a building on the above mentioned property and want to have said building abutting on the masonry wall of the structure belonging to First Parties' on said Lot 2 above mentioned, and

WHEREAS the Parties hereto desire to set down in writing the terms and conditions by which Second Parties' wall may be tied into the First Parties' wall, it is hereby agreed to as follows:

- (1) A Flashing reglet may be installed in the masonry wall of the First Parties' property by the contractor in constructing the Second Parties' building. The same may be done by cutting into the masonry mortar joints of the building of the First Parties and installing the required flashing reglet and repainting and caulking and voids resulting from said work to provide that such installations shall be watertight.
- (2) The flashing reglet shall be the responsibility of the Second Parties as to maintenance, repair and replacement thereof to end that the installment shall at all times be watertight.
- (3) It is understood that to the extent that the building of the Second Parties lies upon the land of the First Parties such encroachment shall be considered as permissive and not adverse.
- (4) At any time that the Party of the First Part shall demolish, reconstruct, or remove the wall belonging to the Party of the First Part and abutting on or near to the south line of the above referenced Lot 2, said First Parties shall be relieved of any and all responsibility for any and all reasonably unavoidable damage to the building of the Party of the Second Part and furthermore the Party of the Second Part will upon request remove any portion of its building encroaching upon the lands of the Party of the First Part.

EXHIBIT A
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(5) This agreement shall be binding upon and inure to the benefit of the Parties, their heirs, assigns, legal representatives and successors in interest.

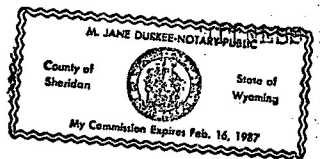
Dated this 1 day of September, 1983.

Terry D Olson
Vera E Olson
Parties of the Second Part

Donald Bateman Roberts
Sheri Dee Vineyard
Parties of the First Part

STATE OF WYOMING)
COUNTY OF SHERIDAN) ss

The foregoing instrument was acknowledged before me this 1st day of September, 1983, by Donald Bateman Roberts and Sheri Dee Vineyard.



WITNESS my hand and official seal.

M. Jane Durkee
Notary Public

My commission Expires: 2-16-87

STATE OF WYOMING)
COUNTY OF SHERIDAN) ss

The foregoing instrument was acknowledged before me this 29th day of August, 1983, by Terry D. Olson and Vera E. Olson.

WITNESS my hand and official seal.

Larry Coates
Notary Public

My Commission Expires:

My Commission expires April 15, 1984