[redacted]

...ve as county roads. Designation of county roads is only accomplished ...
compliance with provisions of Section 24 - 1 - 01, Wyo. Statutes, 1977.

...blette County accepts this part of the Farris North Beaver County Road ...
...mber 25-115 as a more correct description than what is on record with ...
...e Sublette County Clerk.

Attest:

...ERK

...my hand and official seal.

...E OF ...
... COUNTY

CHAIRMAN

MEMBER

MEMBER

186105

...
SUBLETTE COUNTY, WYOMING, RECORDED

JIM BRIDGER ESTATES

SEVENTH FILING

BEING IN SECTION 28 AS FOLLOWS:

SE1/4 SE1/4 NW1/4, S1/2 SW1/4 NE1/4, NE1/4 SW1/4 NE1/4 of the north half of section 28.

SE1/4, E1/2 SW1/4, SW1/4 SW1/4 Section 28

ALL THAT IS DESCRIBED ABOVE IS LOCATED IN: TOWNSHIP 35 NORTH, RANGE 113 WEST, OF THE SIXTH PRINCIPLE MERIDIAN.

DRAWN BY DALE SPARKS
LANDMARK SURVEYING INC.
P.O. BOX 382
Casper Wyo. 82602
PH 307-237-1822-235-8033

2

186106

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

RECORDED [illegible] 19[illegible] M.
IN BOOK 29 PAGE [illegible]
FEES $[illegible] COUNTY CLERK
SUBLETTE COUNTY, WYOMING [illegible]

CERTIFICATE OF CONSENT TO PLATTING

COME NOW Warren D. and Margaret Barker being of lawful age and duly sworn upon their oath, and state and depose as follows:

1. That they have an equitable interest in certain portions of that tract of land represented on that certain plat to be known as JIM BRIDGER ESTATES, seventh filing, which is a part of the South Half and a part of the North Half of Section 28, Township 35 North, Range 113 West of the sixth Principal Meridian, Sublette County, Wyoming as more particularly described as follows:

Beginning at the Government land Office Brass Cap being the quarter corner between Sections 28 and 27; Thence South 00°0''00" East a distance of 2647.921 Feet to a G.L.O. Brass Cap being the South East corner of Section 28; Thence North 89°50'31" West a distance of 2649.895 Feet to a G.L.O. Brass Cap being the South quarter marker between Sections 28 and 33; Thence North 89°18'00" West a distance of 2652.250 Feet to a G.L.O. Brass Cap being the South West corner of Section 28; Thence North 00°02'59" West a distance of 1320.329 Feet to an aluminum cap being the South Sixteenth marker between Sections 28 and 29; Thence South 89°28'29" East a distance of 1325.921 Feet to an aluminum cap being the South West Sixteenth marker of Section 28; Thence North 00°03'24" West a distance of 1324.374 Feet to an aluminum cap being the West Center Sixteenth corner marker of Section 28; Thence South 89°38'58" East a distance of 662.864 Feet to an aluminum cap being the North East corner of a tract of land known as Lot 29; Thence North 00°03'36" West a distance of 660.991 Feet to an aluminum cap being the North West corner of a tract of land known as Lot 35; Thence South 89°34'19" East a distance of 662.830 Feet to an aluminum cap being the North East corner of tract of land known as the South East corner of Lot 34; Thence North 00°03'48" West a distance of 1324.1[illegible] Feet to an aluminum cap being the North West corner of a tract of land known as Lot 13; Thence South 89°36'56" East a distance of 663.088 Feet to an aluminum cap being the North East corner of a tract of land known as Lot 31; Thence South 00°03'21" East a distance of 1[illegible] to an aluminum cap being the North West corner of a tract of [illegible]

as Lot 30; Thence South 89°39'28" East a distance [illegible]

to an aluminum cap being the North East [illegible]

28; Thence South 00°02'54" East a distance of [illegible]

aluminum cap being the East Center Sixteenth [illegible]

South 89°38'58" East a distance of [illegible]

Cap being the quarter corner marker [illegible]

point of beginning, said tract containing [illegible]

2. That the above described tract of land [illegible]

described in paragraph 1 above, is [illegible]

known as JIM BRIDGER ESTATES, seventh filing, [illegible]

and in accordance with the desires of the [illegible]

and, further, that the right-of-ways [illegible]

private, reserved for the use of present [illegible]

in this subdivision and their guests, but not [illegible]

general.

[illegible]

[illegible]

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was [illegible]

by MARVIN Dreiben and Margaret D. [illegible]

this [illegible] day of [illegible], 1980.

Witness my hand and official seal.

[illegible]

My commissions expires:

[illegible]

4

RIGHT OF WAY EASEMENT

Recieved of WYOMING TELEPHONE COMPANY, INC., a Corporation, One Dollar ($1.00) and other valuable considerations, for which the undersigned, W.R. Elgas hereby grant and covey unto said Company, forever, the exclusive right to construct, operate and maintain underground telephone lines and pedestals, over and upon a strip of land 25 feet in width, described as follows:

NE¼, NE¼, Section 13, T. 30 N., R. 112 W.
SE¼, SE¼, Section 12, T. 30 N., R. 112 W. 6th P.M.
Lying South & West of County Rd. #3 (Big Sandy)
County, Wyoming.

186108

RECORDED August 12 1981 10:45 AM
IN BOOK 39 Misc PAGE 4
FEES $2.00 Laurel Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

W.R. Elgas

WITNESSED BY:

Mark E. Baffle

M L Kinsey

ANY CHANGES MADE OR PROPOSED SHALL BE DONE WITH THE LANDOWNERS CONSENT

State of Wyoming)
) SS
County of Sublette)

The foregoing instrument was acknowledged before me by

Mark E. Baffle and [illegible]

this 12 day of August, 1981.

Witness my hand and official seal.

[illegible]
Title of Officer.

MY COMMISSION EXPIRES: [illegible]

Appoved February 13, 1973

The ownership of any pole line, circuit or other facilities provided wholly or in part at the expense of an applicant under this tariff shall at all times be vested exclusively in the Telephone Company.

STATE OF WYOMING)
) ss AFFIDAVIT
COUNTY OF SUBLETTE)

David G. Hohl being first duly sworn upon his oath, according to law, deposes and says:

That he is a resident of Pinedale, Sublette County, Wyoming, and is of legal age;

That on the 26th day of January, 1981, he did sell by written agreement unto Joella J. Dugan of P.O. Box 421, Pinedale, Wyoming, property located in Pinedale, Sublette County, Wyoming, described as follows:

Lot Thirteen (13) Block One (1) Redstone First Addition to the Town of Pinedale, Wyoming, as the same appears on the official Plat of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; to prior mineral reservations of record; and to Protective Covenants for Redstone First and Second Additions to the Town of Pinedale, Wyoming, recorded in the office of the County Clerk 3/28/78, in Book 78 of Miscellaneous, page 678.

That Joella J. Dugan is now in possession of said real estate and that upon payment of the purchase price in full, together with all interest as required in said written agreement, David G. Hohl will convey the above property unto Joella J. Dugan by warranty deed;

That all taxes levied upon said real estate for the year 1980, and prior thereto, are to be paid by David G. Hohl; all taxes for the year 1981, and thereafter, are to be assumed and paid by Joella J. Dugan.

David G. Hohl

Subscribed and sworn to before me this 5th day of [illegible], 1981.

[illegible]
Notary Public
Co Clerk

My commission expires:
1/3/83

STATE OF WYOMING
SUBLETTE COUNTY

186116

RECORDED [illegible] 1981 AM
IN BOOK 32 PAGE 5
FEE $ [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[illegible]

5

6

A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

186121

RECORDED August 13, A.D. 19 81 at 11:45 o'clock A.M.
IN BOOK 39 Misc. PAGE 6
Fee $6.00 Pat L. Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK
By Deputy

V. L. LOONEY being first duly sworn upon his oath, according to law, deposes and says:

1-

That by written agreement made and entered on the 24th day of July, 1981, this affiant, V. L. LOONEY, and his wife, PATRICIA E. LOONEY, of Pinedale, Wyoming, Parties of the first part under said agreement and denoted therein as "Seller", did promise, covenant and agree to sell and convey the following described lands and real estate situate in the County of Sublette and State of Wyoming, to-wit:

> Lot No. 11 of the Wild Horse Ranch Subdivision as said subdivision appears on the plat and map thereof approved by the Board of County Commissioners of Sublette County, Wyoming, on the 6th day of August, 1980, and on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming;
>
> TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;
>
> BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO easements and rights of way of record or in actual use for telephone lines, electric transmission lines, and irrigation ditches and canals, AND SUBJECT FURTHER TO all outstanding mineral interests, AND SUBJECT FURTHER TO all restrictions appearing on the aforesaid plat and map of said subdivision, BUT OTHERWISE FREE AND CLEAR of all exceptions, reservations, defects and encumbrances,

unto LARRY L. GERDES and GINETTE R. GERDES, husband and wife, of 2035 Iowa Circle, Green River, Wyoming 82935, Parties of the Second Part under said agreement and in said agreement denoted as "Purchaser";

2-

That the consideration for said property is to be paid as in

stallments and the final installment of said consideration, together with interest, is to be made on the 1st day of August, 1991, unless sooner paid;

3-

Upon payment of the consideration for said lands, purchase price, as set forth in said agreement, together with all interest, on the 1st day of August, 1991, or such other time as payment of the purchase price and interest shall be made, Seller will convey by statutory form of warranty deed the above described lands and real estate unto Purchaser;

4-

Possession of the above real property has been delivered unto Purchaser and Purchaser may remain in possession thereof so long as compliance is made with all of the material covenants of said agreement, including the payment of purchase price, together with interest;

5-

Said agreement contains the usual and customary provisions for recovery of the property, and termination of the interests of Purchaser, in event of default in the payment of purchase price, together with interest, and other material covenants of the agreement;

6-

All taxes levied upon said property in the year 1981, and prior years, are to be paid by Seller;

7-

All taxes levied upon said property in the year 1982, and thereafter, are to be paid by Purchaser.

V. L. LOONEY

Subscribed and sworn to before me this 13th day of August, 1981.

FAYE HAMMONS Notary Public
County of Sublette State of Wyoming
My Commission expires November 22 19

My commission expires 11/22/83

Faye Hammons
Notary Public

8

CLAIM OF LIEN FOR LABOR AND MATERIALS

NOTICE IS HEREBY GIVEN:

THAT SURVEYOR SCHERBEL, LTD. acting through its President, Paul N. Scherbel of Box 96, Big Piney, Wyoming 83113, hereby claims the benefit of the law relative to liens of machanics and builders upon real and personal property as provided by the laws of the State of Wyoming, and hereby claims a lien upon certain real and personal property located in the County of Sublette, State of Wyoming, as hereinafter described, for the sum of Five Hundred and No/100 Dollars ($500.00). That said amount is due and owing after deducting all just credits and offsets to said Claimant for labor furnished.

THAT the name and address of the person who contracted the labor of the CLAIMANT is Daniel W. Wilson, Jr. of Big Piney, Wyoming 83113.

The last work was performed on 6 June 1981. A just and true account of the amount demanded is annexed hereto as Exhibit "A".

The description of the property to be charged to this lien and upon which said labor and improvements were made is as follows:

Lots 6, 7, 8 of the
School Addition
to the
Town of Big Piney

The name of the owner of the above described real property is Daniel W. Wilson, Jr.

Dated this 12th day of August 1981.

SURVEYOR SCHERBEL, LTD
CORPORATE Seal 1960 State of Wyoming

SURVEYOR SCHERBEL, LTD

Paul N. Scherbel
President

Attest:

Rachel A. Scherbel
Secretary

RECORDED August 14 1981 at 11:11 AM
IN BOOK 39 Misc. PAGE 8
FEES $10.00 Lois Ripeka COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF WYOMING)
County of Sublette) ss

I, Paul N. Scherbel, being first duly sworn and under oath, depose and state that the claimant is SURVEYOR SCHERBEL, LTD., a Wyoming corporation, for which I am the president, in the above and foregoing claim of lien for labor and materials, by me subscribed, that I have read the same and know the contents thereof, and that the same are true to the best of my knowledge.

The foregoing instrument was acknowledged before me by Paul N. [illegible] and Rachel A. Scherbel, Secretary, of SURVEYOR SCHERBEL, LTD. this [illegible] August, 1981.

Witness my hand and official seal.

JOANNA MAHONEY
NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires Sept. 27, 1984

Notary Public

My Commission Expires 27 September 1984.

Daniel W. Wilson, Jr.

Big Piney, Wyoming 83113

2 July 1981

In account with

SURVEYOR SCHERBEL, LTD.
LAND SURVEYORS

Telephone:
(307) 276-3347
276-3348
733-2692 Jackson
886-9319 Afton

BIG PINEY, WYOMING 83113

SUBLETTE COUNTY SCHOOL DISTRICT
SCHOOL ADDITION TO THE TOWN OF BIG PINEY

17 April through 6 June 1981

2 July 1981	-	Wilson	$ 500.00
2 July 1981	-	Sublette County School	1,035.00
2 July 1981	-	Professional services per attached invoices.	1,535.04

Terms - 2% 10 days - net 30 days

SS

9A

Saddle Mountain School District

PROJECT: School Addition to the Transportation Building

	UNIT	RATE	5/12	5/13	5/14	5/18	5/19	5/20	5/21	5/22	5/23	5/24	5/25	5/26	5/27
Registered Land Surveyor - Field	hr	30								1					
R.L.S. -Office	hr	30				1		3					1½	6½	2 5
Registered Profes-sional Eng.-Field	hr														
R.P.E. -Office	hr														
Party Chief - Field	hr														
Party Chief - Office	hr														
Field Assistant	hr														
Field Assistant	hr														
Party Chief - Field	hr														
Party Chief - Office	hr														
Field Assistant	hr														
Field Assistant	hr														
EDM	hr	10.00													
Lath	ea	.17													
Stakes	ea	.15													
Spikes	ea	.40													
Fence Posts	ea	4.00													
Flagging	rl	1.00													
2" IP&BC	ea	17.00													
Survey Markers	ea	1.50											2	7	1 5 .5
Equipment Charge	hr	3.00													
Vehicle	mi	.35													
Vehicle	mi	.25													
Snow Machines @ cost															
Senior Draftsman	hr	20.00					1				1		2	9 6	2
Descriptions-Clerical		20.00													
Draftsman	hr														
Draftsman	hr	16.00	3½		1		4½		1/2	1/2	1		½	11½	184 π
Clerical	hr	14.00		1½			½							2	28 σ
Clerical	hr							½						½	7 σ
Water-Right Tech.	hr	18.00													
S31 Computor	hr	20.00													
101 Computor	hr	10.00													
Notary Jurats	ea	1.00								2				2	
Filing Fees @ cost									50						
Mylar/Repro.	ea														
Repro/Mylar	ea	5.00								1				1	
Prints	ea	1.00					1	2						3	
Prints Large	ea	1.50						2						2	
Copies	ea	.20													
USGS QUADS	ea	1.50													
CLCRC Fil. Fee	ea	1.25													
Telephone @ cost															
Postage @ cost							.52								5.
TOTAL															

[redacted] [redacted] [redacted]

...ing Sh...

...ROJECT ... Mack-Sc... ...ation

	UNIT RATE		4/17	4/27	4/28	5/29	5/30	5/4	5/5	5/6	5/7
Registered Land Surveyor - Field	hr	30		6	2						
R.L.S. -Office	hr	30							1		
Registered Profes-sional Eng.-Field	hr										
R.P.E. -Office	hr										
Party Chief - Field	hr										
Party Chief - Office	hr										
Field Assistant	hr	18		6	2						
Field Assistant	hr										
Party Chief - Field	hr										
Party Chief - Office	hr										
Field Assistant	hr										
Field Assistant	hr										
EDM	hr	10.00			1						
Lath	ea	.17		1							
Stakes	ea	.15									
Spikes	ea	.40		6							
Fence Posts	ea	4.00									
Flagging	rl	1.00									
5/8" IP&BC	ea	17.00									
Survey Markers	ea	1.50									
Equipment Charge	hr	3.00									
Vehicle	mi	.35		6	1						1
Vehicle	mi	.25									
Snow Machines @ cost											
Senior Draftsman	hr	20.00	1			1	1	3	1		
Descriptions-Clerical		20.00							2		
Draftsman	hr										
Draftsman	hr	16.00								5½	5
Clerical	hr	14.00									
Clerical	hr										
Water-Right Tech.	hr	18.00									
1131 Computor	hr	20.00									
1201 Computor	hr	10.00									
Notary Durats	ea	1.00									
Filing Fees @ cost											
Mylar/Repro.	ea										
Repro/Mylar	ea										
Prints	ea										
Prints	ea										
Copies	ea	.20									
USGS Quads	ea	1.50									
CHORE FEE Fee	ea	1.25									
Certified Postage & Mail											

10

EASEMENT

THAT JF RANCH INC., a Wyoming Corporation of Sublette County, State of Wyoming, party of the first part, for the consideration of the sum of Ten (10.00) Dollars and other valuable [illegible] receipt of which is hereby acknowledged, have granted and conveyed [illegible] presents does grant and convey unto the County of Sublette, State of Wyoming, party of the second part, its successors and assigns, an [illegible] right-of-way to place, construct, operate, repair, and maintain the DRY PINEY COUNTY ROAD NO. 23-198 through, across, and upon the following described property of the party of the first part, located in Sublette County, State of Wyoming, to-wit:--

That part of the SE¼NE¼, NW¼SE¼, NE¼SW¼, SW¼SW¼ of Section 17, S½ [illegible] NW¼NE¼, NE¼NW¼, Lot 1 (NW¼NW¼) of Section 19, T28N, R112W and that part [illegible] 46 and Tract 45 of Section 24, Tract 45, Lots 5 and 6 of Section [illegible], Sublette County, Wyoming being part of that tract of record in the Office of the Clerk of Sublette County in Book 5 of Quit Claim Deeds on page 268 [illegible] situate within the bounds of DRY PINEY COUNTY ROAD NO. 23-198 described as follows:

See Exhibit "A"

This easement is to supplant that easement of record in said Office in Book [illegible] Miscellaneous on page 80.

186160

RECORDED August 14
IN BOOK 39 [illegible]
FEES $ N/C Lee Hicks
SUBLETTE COUNTY, PINEDALE, WYOMING

Said party of the first part, its successors and assigns shall have full use and enjoyment of the said premises except for the uses and purposes hereinbefore granted. The party of the second part shall have full right of ingress and egress to and from said described lands for the purpose of exercising the rights herein granted.

This grant of easement shall at all times be deemed to be, and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives, and assigns of the party of the first part.

IN WITNESS WHEREOF, the party of the first part has caused its seal to be hereunto affixed and these presents to be signed by its duly authorized officers this 21 day of July, 1981.

Attest:

Secretary

President

STATE OF WYOMING)
COUNTY OF Sublette) ss

The foregoing instrument was acknowledged to before me by [illegible], this 21 day of July, [illegible].

Witness my hand and official seal.

Notary Public

My Commission Expires:

Oct 18, 1984

DRY PINEY COUNTY ROAD NO. 23-198

Exhibit "A"

To-wit:--

That part of the SW¼NE¼, S½NW¼, NW¼NW¼ of Section 14, NE¼, N½NW¼ of Section 15, N½ SW¼NE¼, S½NW¼ of Section 16, SE¼NE¼, N½SE¼, NE¼SW¼, S½SW¼ of Section 17, S½SE¼ of Section 18, NW¼NE¼, NE¼NW¼, Lot 1 (NW¼NW¼) of Section 19, all of [illegible], part of Tracts 46 and 45 of Section 24, Tract 45, Lots 7, 6, 5, Tract 48 in Section 25, Lot 2 of Section 26, Lot 1, Tracts 48 and 49 of Section 27, Tracts 49 and 50, Lots 6, 7, 8, 9 of Section 28, all of T28N, R113W, Sublette County, Wyoming described as follows:

A strip of land eighty (80) feet in width the center [illegible]

BEGINNING at Station 0+00, being the cattleguard within the right [illegible]
thence N74°-10.5'W, 22.0 feet to Station 0+22.60, [illegible], 390 [illegible]
northwest corner of said Section 14 and N81°-13'E, 4390.79 feet from the [illegible]
quarter corner of said Section 14;
thence N74°-10.5'W, 458.82 feet to Station 4+80.82;
thence N76°-46.5'W, 1285.18 feet to Station 17+66.00;
thence N79°-11'W, 1453.84 feet to Station P.C. 32+19.84;
thence Westerly, 236.37 feet along a circular curve to the left through a central angle
of 02°-08.7' with a radius of 6314.00 feet and tangent of 118.20 to Station
21 on the west line of said Section 14, N00°-28.5'W, 1506.15 feet from the
quarter corner of said Section 14;
thence continuing Westerly, 357.98 feet along said circular curve to the left through
a central angle of 03°-14.9' with a radius of 6314.00 feet and tangent of [illegible]
to Station P.T. 38+14.19;
thence N84°-34.5'W, 35.02 feet to Station P.C. 38+49.21;
thence Westerly, 299.43 feet along a circular curve to the left through a central angle
of 07°-50.9' with a radius of 2186.00 feet and tangent of 149.9[illegible] feet to the
41+48.64;
thence S87°-35'W, 479.64 feet to Station 46+28.28;
thence S89°-04'W, 962.40 feet to Station P.C. 55+90.68;
thence Northwesterly, 523.60 feet along a circular curve to the right through a central
angle of 08°-44.0' with a radius of 3435.00 feet and tangent of 262.41 [illegible]
P.T. 61+14.28;
thence N81°-11.5'W, 634.19 feet to Station 67+48.47;
thence N78°-30'W, 597.20 feet to Station P.C. 73+45.67;
thence Westerly, 1221.68 feet along a circular curve to the left through a central angle
of 21°-05.0' with a radius of 3320.00 feet and tangent of 617.53 [illegible]
85+67.35;
thence S80°-25'W, 170.70 feet to Station S_L 87+38.05 on the west [illegible]
15, S00°-01'W, 1061.8 feet from the northwest corner of said Section 15;
thence continuing S80°-25'W, 724.5 feet to Station 94+62.55;
thence N89°-15'W, 742.5 feet to Station P.C. 102+05.05;
thence Southwesterly, 386.90 feet along a circular curve to the right through a central
angle of 27°-05.0' with a radius of 818.51 feet and tangent of 197.[illegible] feet to
P.T. 105+91.95;
thence S63°-40'W, 292.9 feet to Station 108+84.85;
thence S68°-59'W, 559.3 feet to Station 114+44.15;
thence S62°-22'W, 754.8 feet to Station 121+98.95;
thence S72°-04'W, 612.0 feet to Station 128+10.95;
thence S76°-08'W, 853.8 feet to Station 136+64.75;
thence S75°-42'W, 604.9 feet to Station S_L 142+69.65 on the west section line of
Section 16, N00°-03'W, the base bearing for this survey, 156.8 feet from the
one-quarter corner of said Section 16;
thence S75°-47'W, 730.19 feet to Station P.C. 149+99.84;
thence Southwesterly, 347.60 feet along a circular curve to the left through a central
angle of 15°-42.0' with a radius of 1268.55 feet and tangent of 175.00 to
P.T. 153+47.44;
thence S60°-05'W, 49.76 feet to Station P.C. 153+97.20;

//

thence Southwesterly, 309.98 feet along a circular curve to the [illegible]
angle of 04°-26.C' with a radius of 4006.13 feet and tangent of [illegible]
P.T. 157+07.18;
thence S64°-31'W, 1495.30 feet to Station P.C. 172+02.48;
thence Southwesterly, 442,97 feet along a circular curve to the [illegible]
angle of 03°-06.0' with a radius of 8178.37 feet and tangent of [illegible]
P.T. 176+45.45;
thence S67°-37'W, 944.32 feet to Station 185+89.77;
thence S69°-51'W, 472.12 feet to Station P.C. 190+61.89;
thence Southwesterly, 159.13 feet along a circular curve to the [illegible]
angle of 51°-57.5' with a radius of 175.46 feet and tangent of [illegible]
P.T. 192+21.02;
thence S55°-23.5'W, 316.04 feet to Station P.C. 195+37.06;
thence Southwesterly, 470.16 feet along a circular curve to the [illegible]
angle of 12°-36.5' with a radius of 2136.25 feet and tangent of [illegible]
P.T. 200+07.22;
thence S68°-00.5'W, 48.47 feet to Station S_L 200+55.69 on the west [illegible]
Section 17, N00°-03.5'W, 510.54 feet from the southwest corner of said Section 17;
thence continuing S68°-00.5'W, 790.85 feet to Station 208+46.54;
thence S69°-51'W, 795.30 feet to Station S_L 216+41.84 on the south [illegible]
Section 18, S87°-41.5'W, 1481.51 feet from the southeast corner of said Section 18;
thence continuing S69°-51'W, 358.40 feet to Station P.C. 220+00.24;
thence Southwesterly, 328.96 feet along a circular curve to the [illegible]
angle of 11°-06.0' with a radius of 1697.53 feet and tangent of [illegible]
P.T. 223+29.20;
thence S58°-45'W, 208.40 feet to Station P.C. 225+37.60 [illegible]
thence Southwesterly, 255,65 feet along a circular curve to the [illegible]
angle of 10°-43.0' with a radius of 1366.61 feet and tangent of [illegible]
P.T. 227+93.55;
thence S69°-28'W, 677.46 feet to Station P.C. 234+71.01;
thence Southwesterly, 1021.47 feet along a circular curve to the right through a central
angle of 20°-22.0' with a radius of 2873.14 feet and tangent of [illegible] to Station
P.T. 244+92.48;
thence S89°-50'W, 989.46 feet to Station S_L 254+81.94 on the west [illegible] of said Section
19, S00°-24.5'E, 53.74 feet from Corner No. 1 of Tract 46 of said Section 24;
thence S89°-50'W, 48.90 feet to Station P.C. 255+30.84;
thence Southwesterly, 450.40 feet along a circular curve to the left through a central
angle of 16°-08.9' with a radius of 1598.06 feet and tangent of [illegible] to Station
P.T. 259+81.24;
thence S73°-41.5'W, 311.78 feet to Station 267+93.02;
thence S74°-27'W, 1762.92 feet to Station T_R 285+55.94 on the west [illegible]
N00°-03.5'E, 546.28 feet from Corner No. 3 of said Tract 46;
thence continuing S74°-27'W, 542.97 feet to Station P.C. 290+98.91;
thence Westerly, 429.52 feet along a circular curve to the right [illegible]
of 15°-52.7' with a radius of 1549.83 feet and tangent of 216.1 [illegible]
295+28.43;
thence N89°-40'W, 154.18 feet to Station P.C. 296+82.61;
thence Westerly, 387.75 feet along a circular curve to the left [illegible]
of 17°-33.5' with a radius of 1265.29 feet and tangent of 195.41 [illegible]
300+70.36;
thence S72°-46.5'W, 734.37 feet to Station S_L 308+04.73 on the west [illegible]
24, S00°-04.5'W, 1511.90 feet from the west one-quarter corner of said Section 24;
thence S72°-44.5'W, 385.83 feet to Station T_R 311+90.56 on the south [illegible]
N89°-01'E, 407.18 feet from Corner No. 5 of said Tract 45;
thence S73°-54'W, 1271.06 feet to Station P.C. 324+61.64 BK [illegible]
thence Southwesterly, 159.24 feet along a circular curve to the left through a [illegible]
angle of 05°-45.0' with a radius of 1586.53 feet and tangent of [illegible]
P.T. 326+20.86;
thence S68°-08.5'W, 110.72 feet to Station P.C. 327+31.58;
thence Southwesterly, 224.08 feet along a circular curve to the right through a central
angle of 18°-12.9' with a radius of 704.83 feet and tangent of [illegible]
P.T. 329+55.66;
thence S86°-21.5'W, 95.21 feet to Station P.C. 330+50.87;
thence Southwesterly, 197.28 feet along a circular curve to the left through a central
angle of 05°-48.1' with a radius of 1947.96 feet and tangent of [illegible]
P.T. 332+48.15;
thence S80°-33.5'W, 329.58 feet to Station P.C. 336+77.73;
thence Southwesterly, 314.72 feet along a circular curve to the left through a central
angle of 14°-28.0' with a radius of 1246.39 feet and tangent of [illegible]
P.T. 338+92.45;
thence S66°-05.5'W, 440.58 feet to Station T_R 343+33.03 on the west [illegible]
N00°-04.5'E, 470.82 feet from Corner No. 6 of said Tract 44;
thence S69°-21.5'W, 447.78 feet to Station 347+80.81;
thence S71°-32'W, 971.24 feet to Station T_R 357+52.05 on the south [illegible]

44, N89°-46.5'W, 1339.56 feet from said Corner No. 6 of Tract 44;
thence S72°-34'W, 588.52 feet to Station S_L 363+40.57 on the west line of said Section 26, S00°-08.5'W, 486.77 feet from the northwest corner of said Section 26;
thence S73°-42.5'W, 733.40 feet to Station T_R 370+73.97 on the east line of Tract 48, S00°-05.5'E, 387.03 feet from Corner No. 1 of said Tract 48;
thence S73°-13'W, 2931.59 feet to Station P.C. 400+05.56;
thence Southwesterly, 157.25 feet along a circular curve to the left through a central angle of 11°-19.5' with a radius of 795.49 feet and tangent of 78.88 feet to Station P.T./TR 401+62.81 on the south line of said Tract 48, N89°-44.5'W, 356.36 feet from Corner No. 4 of said Tract 48;
thence S61°-53.5'W, 519.88 feet to Station P.C. 406+82.69;
thence Westerly, 194.27 feet along a circular curve to the right through a central angle of 29°-48.5' with a radius of 373.41 feet and tangent of 99.39 feet to Station P.T. 408+76.96;
thence N88°-18'W, 200.96 feet to Station P.C. 410+77.92;
thence Westerly, 212.86 feet along a circular curve to the left through a central angle of 19°-09.3' with a radius of 636.69 feet and tangent of 107.43 feet to Station P.T. 412+90.78;
thence S72°-32.5'W, 585.84 feet to Station S_L 418+76.62 on the west line of said Section 27, N00°-04.5'E, 541.22 feet from the west one-quarter corner of Section 27;
thence S72°-26'W, 668.60 feet to Station T_R 425+45.22 on a west line of said Tract 49, S00°-04'E, 703.26 feet from Corner No. 5 of said Tract 49;
thence S72°-41.5'W, 1390.20 feet to Station T_R 439+35.42 on the east line of Tract 50, N00°-03.5'E, 176.89 feet from Corner No. 8 of said Tract 50;
thence S71°-58'W, 547.91 feet to Station T_R 444+83.33 on a south line of said Tract 50, S89°-12.5'E, 799.86 feet from Corner No. 7 of said Tract 50;
thence S72°-04'W, 82.62 feet to Station P.C. 445+65.95;
thence Southwesterly, 179.54 feet along a circular curve to the left through a central angle of 05°-06.1' with a radius of 2016.43 feet and tangent of 89.83 feet to Station P.T. 447+45.49;
thence S66°-58'W, 597.38 feet to Station T_R 453+42.87 on an east line of said Tract 50, S00°-34'E, 333.07 feet from said Corner No. 7 of Tract 50;
thence S63°-42.5'W, 1319.04 feet to Station P.C. 466+61.91;
thence Southwesterly, 148.15 feet along a circular curve to the right through a central angle of 03°-03.4' with a radius of 2776.78 feet and tangent of 74.09 feet to Station P.O.C. 468+10.06 on west line of said Tract 50, N00°-34.5'W, 321.10 feet from Corner No. 5 of said Tract 50;
thence continuing Southwesterly, 151.56 feet along a curcular curve to the right through a central angle of 03°-07.6' with a radius of 2776.78 feet and tangent of 75.80 feet to Station P.T. 469+61.62;
thence S69°-53.5'W, 114.72 feet to Station 470+76.34, the POINT OF TERMINATION, N18°41' 1387.35 feet from the southwest corner of said Section 28 within the right-of-way for Big Piney Calpet County Road No. 23-134;

all in accordance with the plat prepared and filed for record in the Office of the Clerk of Sublette County for DRY PINEY COUNTY ROAD NO. 23-198 dated 18 June 1981.

Paul N. Scherbel
Surveyor Scherbel, Ltd.
Registered Land Surveyor NO. 164
Big Piney, Wyoming 83113

30 June 1981

"Modification in any way of the foregoing description terminates liability of the surveyor

14

Right-of-Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged,

WILLIAM J. McGINNIS, JR. and JANE McGINNIS, husband and wife

of the County of Sublette and State of Wyoming

hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

That part of the SW¼NW¼ of Section 16, T28N, R112W, Sublette County, Wyoming being part of that tract of record in the Office of the Clerk of Sublette County in Book 13 of Deeds on page 229 lying and being situate within the bounds of DRY PINEY COUNTY ROAD NO. 23-198 described as follows:

See Exhibit "A"

186161

RECORDED August 14 IN BOOK 39 Misc PAGE 12
FEES $ NC Lou Piper COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches annd laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 21 day of July, 19 81.

William J. McGinnis Jr.

Jane McGinnis

STATE OF WYOMING)
)§
COUNTY OF SUBLEITE)

The foregoing instrument was acknowledged before me by William J. McGinnis Jane McGinnis

this 21 day of July, 1981.

Witness my hand and official seal.

Notary Public

My term expires: Oct 18, 1984

Sublette County Clerk

DRY PINEY COUNTY ROAD NO. 23-198

Exhibit "A"

To-wit:--

That part of the SW¼NE¼, S½NW¼, NW¼NW¼ of Section 14, NE¼, N½NW¼ of Section 15, W½ SW¼NE¼, S½NW¼ of Section 16, SE¼NE¼, N½SE¼, NE¼SW¼, S½SW¼ of Section 17, Section 18, NW¼NE¼, NE¼NW¼, Lot 1 (NW¼NW¼) of Section 19, all of T28N, R112W, and the part of Tracts 46 and 45 of Section 24, Tract 45, Lots 7, 6, 5, Tract 44 of Section Lot 2 of Section 26, Lot 1, Tracts 48 and 49 of Section 27, Tracts 49 and 50, Lot 7, 8, 9 of Section 28, all of T28N, R113W, Sublette County, Wyoming described as follows:

A strip of land eighty (80) feet in width the center line described as follows:

BEGINNING at Station 0+00, being the cattleguard within the right of way for U.S. ... thence N74°-10.5'W, 22.0 feet to Station 0+22.00, 568 ±22-1, 3951 ± feet from the northwest corner of said Section 14 and N81°-13'E, 3390.79 feet from the west one-quarter corner of said Section 14;
thence N74°-10.5'W, 458.82 feet to Station 4+80.82;
thence N76°-46.5'W, 1285.18 feet to Station 17+66.00;
thence N79°-11'W, 1453.84 feet to Station P.C. 32+19.84;
thence Westerly, 236.37 feet along a circular curve to the left through a central angle of 02°-08.7' with a radius of 6314.00 feet and tangent of 118.20 to Station S_L 34+56.21 on the west line of said Section 14, N00°-28.5'W, 1306.15 feet from the west one-quarter corner of said Section 14;
thence continuing Westerly, 357.98 feet along said circular curve to the left through a central angle of 03°-14.9' with a radius of 6314.00 feet and tangent of 179.04 feet to Station P.T. 38+14.19;
thence N84°-34.5'W, 35.02 feet to Station P.C. 38+49.21;
thence Westerly, 299.43 feet along a circular curve to the left through a central angle of 07°-50.9' with a radius of 2186.00 feet and tangent of 149.92 feet to Station P.T. 41+48.64;
thence S87°-35'W, 479.64 feet to Station 46+28.28;
thence S89°-04'W, 962.40 feet to Station P.C. 55+90.68;
thence Northwesterly, 523.60 feet along a circular curve to the right through a central angle of 08°-44.0' with a radius of 3435.00 feet and tangent of 262.41 feet to Station P.T. 61+14.28;
thence N81°-11.5'W, 634.19 feet to Station 67+48.47;
thence N78°-30'W, 597.20 feet to Station P.C. 73+45.67;
thence Westerly, 1221.68 feet along a circular curve to the left through a central angle of 21°-05.0' with a radius of 3320.00 feet and tangent of 617.84 feet to Station 85+67.35;
thence S80°-25'W, 170.70 feet to Station S_L 87+38.05 on the west line of said Section 15, S00°-01'W, 1061.8 feet from the northwest corner of said Section 15;
thence continuing S80°-25'W, 724.5 feet to Station 94+62.55;
thence N89°-15'W, 742.5 feet to Station P.C. 102+05.05;
thence Southwesterly, 386.90 feet along a circular curve to the right through a central angle of 27°-05.0' with a radius of 818.51 feet and tangent of 197.84 feet to Station P.T. 105+91.95;
thence S63°-40'W, 292.9 feet to Station 108+84.85;
thence S68°-59'W, 559.3 feet to Station 114+44.15;
thence S62°-22'W, 754.8 feet to Station 121+98.95;
thence S72°-04'W, 612.0 feet to Station 128+10.95;
thence S76°-08'W, 853.8 feet to Station 136+64.75;
thence S75°-42'W, 604.9 feet to Station S_L 142+69.65 on the west section line of Section 16, N00°-03'W, the base bearing for this survey, 1566.8 feet from the one-quarter corner of said Section 16;
thence S75°-47'W, 730.19 feet to Station P.C. 149+99.84;
thence Southwesterly, 347.60 feet along a circular curve to the left through a central angle of 15°-42.0' with a radius of 1268.55 feet and tangent of 174.98 feet to Station P.T. 153+47.44;
thence S60°-05'W, 49.76 feet to Station P.C. 153+97.20;

thence Southwesterly, 309.98 feet along a circular curve to the right through a central angle of 04°-26.0' with a radius of 4006.13 feet and tangent of 155.07 feet to Station P.T. 157+07.18;
thence S64°-31'W, 1495.30 feet to Station P.C. 172+02.48;
thence Southwesterly, 442,97 feet along a circular curve to the right through a central angle of 03°-06.0' with a radius of 8178.37 feet and tangent of 221.54 feet to Station P.T. 176+45.45;
thence S67°-37'W, 944.32 feet to Station 185+89.77;
thence S69°-51'W, 472.12 feet to Station P.C. 190+61.89;
thence Southwesterly, 159.13 feet along a circular curve to the left through a central angle of 51°-57.5' with a radius of 175.46 feet and tangent of 85.51 feet to Station P.T. 192+21.02;
thence S55°-23.5'W, 316.04 feet to Station P.C. 195+37.06;
thence Southwesterly, 470.16 feet along a circular curve to the right through a central angle of 12°-36.5' with a radius of 2136.25 feet and tangent of 236.63 feet to Station P.T. 200+07.22;
thence S68°-00.5'W, 48.47 feet to Station S_L 200+55.69 on the west section line of said Section 17, N00°-03.5'W, 510.54 feet from the southwest corner of said Section 17;
thence continuing S68°-00.5'W, 790.85 feet to Station 208+46.54;
thence S69°-51'W, 795.30 feet to Station S_L 216+41.84 on the south section line of said Section 18, S87°-41.5'W, 1481.51 feet from the southeast corner of said Section 18;
thence continuing S69°-51'W, 358.40 feet to Station P.C. 220+00.24;
thence Southwesterly, 328.96 feet along a circular curve to the left through a central angle of 11°-06.0' with a radius of 1697.53 feet and tangent of 165.80 feet to Station P.T. 223+29.20;
thence S58°-45'W, 208.40 feet to Station P.C. 225+37.60 BK [illegible];
thence Southwesterly, 255,65 feet along a circular curve to the right through a central angle of 10°-43.0' with a radius of 1366.61 feet and tangent of 128.20 feet to Station P.T. 227+93.55;
thence S69°-28'W, 677.46 feet to Station P.C. 234+71.01;
thence Southwesterly, 1021.47 feet along a circular curve to the right through a central angle of 20°-22.0' with a radius of 2873.14 feet and tangent of 516.18 feet to Station P.T. 244+92.48;
thence S89°-50'W, 989.46 feet to Station S_L 254+81.94 on the west line of said Section 19, S00°-24.5'E, 53.74 feet from Corner No. 1 of Tract 46 of said Section 24;
thence S89°-50'W, 48.90 feet to Station P.C. 255+30.84;
thence Southwesterly, 450.40 feet along a circular curve to the left through a central angle of 16°-08.9' with a radius of 1598.06 feet and tangent of 226.70 feet to Station P.T. 259+81.24;
thence S73°-41.5'W, 811.78 feet to Station 267+93.02;
thence S74°-27'W, 1762.92 feet to Station T_R 285+55.94 on the west line of Tract 46, N00°-03.5'E, 546.28 feet from Corner No. 3 of said Tract 46;
thence continuing S74°-27'W, 542.97 feet to Station P.C. 290+98.91;
thence Westerly, 429.52 feet along a circular curve to the right through a central angle of 15°-52.7' with a radius of 1549.83 feet and tangent of 216.15 feet to Station P.T. 295+28.43;
thence N89°-40'W, 154.18 feet to Station P.C. 296+82.61;
thence Westerly, 387.75 feet along a circular curve to the left through a central angle of 17°-33.5' with a radius of 1265.29 feet and tangent of 195.41 feet to Station P.T. 300+70.36;
thence S72°-46.5'W, 734.37 feet to Station S_L 308+04.73 on the west line of said Section 24, S00°-04.5'W, 1511.90 feet from the west one-quarter corner of said Section 24;
thence S72°-44.5'W, 385.83 feet to Station T_R 311+90.56 on the south line of Tract 45, N89°-01'E, 407.18 feet from Corner No. 5 of said Tract 45;
thence S73°-54'W, 1271.06 feet to Station P.C. 324+61.64 BK [illegible];
thence Southwesterly, 159.24 feet along a circular curve to the left through a central angle of 05°-45.0' with a radius of 1586.53 feet and tangent of 79.69 feet to Station P.T. 326+20.86;
thence S68°-08.5'W, 110.72 feet to Station P.C. 327+31.58;
thence Southwesterly, 224.08 feet along a circular curve to the right through a central angle of 18°-12.9' with a radius of 704.83 feet and tangent of 113.00 feet to Station P.T. 329+55.66;
thence S86°-21.5'W, 95.21 feet to Station P.C. 330+50.87;
thence Southwesterly, 197.28 feet along a circular curve to the left through a central angle of 05°-48.1' with a radius of 1947.96 feet and tangent of 98.72 feet to Station P.T. 332+48.15;
thence S80°-33.5'W, 329.58 feet to Station P.C. 335+77.73;
thence Southwesterly, 314.72 feet along a circular curve to the left through a central angle of 14°-28.0' with a radius of 1246.39 feet and tangent of 158.20 feet to Station P.T. 338+92.45;
thence S66°-05.5'W, 440.58 feet to Station T_R 343+33.03 on the east line of Tract 44, N00°-04.5'E, 470.82 feet from Corner No. 6 of said Tract 44;
thence S69°-21.5'W, 447.78 feet to Station 347+80.81;
thence S71°-32'W, 971.24 feet to Station T_R 357+52.05 on the south line of [illegible]

44, N89°-46.5'W, 1339.56 feet from said Corner No. 6 of Tract 44;
thence S72°-34'W, 588.52 feet to Station S_L 363+40.57 on the west line of said Section 26, S00°-08.5'W, 486.77 feet from the northwest corner of said Section 26;
thence S73°-42.5'W, 733.40 feet to Station T_R 370+73.97 on the east line of Tract 48, S00°-05.5'E, 387.03 feet from Corner No. 1 of said Tract 48;
thence S73°-13'W, 2931.59 feet to Station P.C. 400+05.56;
thence Southwesterly, 157.25 feet along a circular curve to the left through a central angle of 11°-19.5' with a radius of 795.49 feet and tangent of 78.88 feet to Station P.T./TR 401+62.81 on the south line of said Tract 48, N89°-44.5'W, 356.36 feet from Corner No. 4 of said Tract 48;
thence S61°-53.5'W, 519.88 feet to Station P.C. 406+82.69;
thence Westerly, 194.27 feet along a circular curve to the right through a central angle of 29°-48.5' with a radius of 373.41 feet and tangent of 99.39 feet to Station P.T. 408+76.96;
thence N88°-18'W, 200.96 feet to Station P.C. 410+77.92;
thence Westerly, 212.86 feet along a circular curve to the left through a central angle of 19°-09.3' with a radius of 636.69 feet and tangent of 107.43 feet to Station P.T. 412+90.78;
thence S72°-32.5'W, 585.84 feet to Station S_L 418+76.62 on the west line of said Section 27, N00°-04.5'E, 541.22 feet from the west one-quarter corner of Section 27;
thence S72°-26'W, 668.60 feet to Station T_R 425+45.22 on a west line of said Tract 49, S00°-04'E, 703.26 feet from Corner No. 5 of said Tract 49;
thence S72°-41.5'W, 1390.20 feet to Station T_R 439+35.42 on the east line of Tract 50, N00°-03.5'E, 176.89 feet from Corner No. 8 of said Tract 50;
thence S71°-58'W, 547.91 feet to Station T_R 444+83.33 on a south line of said Tract 50, S89°-12.5'E, 799.86 feet from Corner No. 7 of said Tract 50;
thence S72°-04'W, 82.62 feet to Station P.C. 445+65.95;
thence Southwesterly, 179.54 feet along a circular curve to the left through a central angle of 05°-06.1' with a radius of 2016.43 feet and tangent of 89.83 feet to Station P.T. 447+45.49;
thence S66°-58'W, 597.38 feet to Station T_R 453+42.87 on an east line of said Tract 50, S00°-34'E, 333.07 feet from said Corner No. 7 of Tract 50;
thence S63°-42.5'W, 1319.04 feet to Station P.C. 466+61.91;
thence Southwesterly, 148.15 feet along a circular curve to the right through a central angle of 03°-03.4' with a radius of 2776.78 feet and tangent of 74.09 feet to Station P.O.C. 468+10.06 on west line of said Tract 50, N00°-34.5'W, 321.10 feet from Corner No. 5 of said Tract 50;
thence continuing Southwesterly, 151.56 feet along a curcular curve to the right through a central angle of 03°-07.6' with a radius of 2776.78 feet and tangent of 75.80 feet to Station P.T. 469+61.62;
thence S69°-53.5'W, 114.72 feet to Station 470+76.34, the POINT OF TERMINATION, 1183.41' 1387.35 feet from the southwest corner of said Section 28 within the right-of way for Big Piney Calpet County Road No. 23-134;

all in accordance with the plat prepared and filed for record in the Office of the Clerk of Sublette County for DRY PINEY COUNTY ROAD NO. 23-198 dated 18 June 1981.

Paul N. Scherbel
Surveyor Scherbel, Ltd.
Registered Land Surveyor NO. 164
Big Piney, Wyoming 83113

30 June 1981

"Modification in any way of the foregoing description terminates liability of the [illegible]

18

Right . of . Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged, _____

MICHAEL R. and KATHRYN E. POMPY with Sales Contract from CHARLES F. AND PEARL SPENCER
of the County of Sublette and State of Wyoming

hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

That part of the S½SE¼ of Section 25, T31N, R113W, Sublette County, Wyoming being part of those tracts of record in the Office of the Clerk of Sublette County in Book 22 of Deeds on page 198 and Book 32 of Miscellaneous on page 266 lying and being situate within the bounds of the GUIO BUDD COUNTY ROAD NO. 23-153 described as follows:

See Exhibit "A"

186162

RECORDED August 11 19 81 8:00 A M
IN BOOK 39 Misc PAGE 18
FEES $ n/c Lael Yorke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches annd laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 23rd day of July, 1981

Michael R. Pompy

Michael R. Pompy

Kathryn E. Pompy

Kathryn E. Pompy

STATE OF WYOMING)
)§
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Michael R. Pompey & Kathryn E. Pompey

this 23rd day of July, 19 81.

Witness my hand and official seal.

THE STATE OF WYOMING COUNTY CLERK SUBLETTE COUNTY

Lael Yorke
Sublette County Clerk

My term expires: January 3, 1983

GUIO BUD[redacted]ITY ROAD NO. 23-153 [redacted] [redacted]

Exhibit "A"

To-wit:--

A strip of land eighty (80) feet in width being part of the NW¼NE¼, NE¼NW¼ and Lot 1 (NW¼NW¼) of Section 31; and Lot 4 of Section 30, T31N, R112W, N½NE¼ and NE¼NW¼ of Section 36, the S½SE¼ and S½SW¼ of Section 25, and the SE¼ of Section 26, T31N, R113W, Sublette County, Wyoming with the center-line described as follows:

BEGINNING at Station 0+00 within the right-of-way of the North Piney Cottonwood County Road No. 23-143, S67°-17.5'W, 1846.10 feet from the northeast corner of said Section 31;
thence S54°-03.5'W, 589.23 feet to P.C. 5+89.23;
thence Southwesterly, 156.04 feet along a circular curve to the right through a central angle of 31°-08.0' and radius of 287.17 feet to Station P.T. 7+45.27;
thence S85°-11.5'W, 12.69 feet to Station P.C. 7+57.96;
thence Westerly, 156.76 feet along a circular curve to the right through a central angle of 28°-10.0' and radius of 318.88 feet to Station P.T. 9+14.72;
thence N66°-38.5'W, 314.35 feet to Station P.C. 12+29.07;
thence Northwesterly, 202.44 feet along a circular curve to the right through a central angle of 20°-07.0' and radius of 576.57 feet to Station P.T. 14+31.51;
thence N46°-31.5'W, 153.69 feet to Station P.C. 15+85.20;
thence Northwesterly, 406.42 feet along a circular curve to the left through a central angle of 05°-38.0' and radius of 4133.68 feet to Station P.T. 19+91.62;
thence N52°-09.5'W, 224.27 feet to Station P.C. 22+15.89;
thence Northwesterly, 263.96 feet along a circular curve to the right through a central angle of 10°-23.0' and radius of 1456.55 feet to Station P.T. 24+79.85;
thence N41°-46.5'W, 64.56 feet to Station P.C. 25+44.41;
thence Northwesterly, 225.99 feet along a circular curve to the left through a central angle of 14°-06.5' and radius of 917.76 feet to Station P.T. 27+70.40;
thence N55°-53'W, 168.50 feet to Station P.C. 29+38.90 on the north line of said Section 31, S86°-40'E, 599.64 feet from the northwest corner of said Section 31;

thence Westerly, 160.18 feet along a circular curve to the left through a central angle of 35°-22.0' and radius of 259.51 feet to Station P.T. 30+99.08;
thence S88°-45'W, 447.82 feet to Station 35+46.90 identical with the northwest corner of said Section 31;
thence S88°-45'W, the base bearing for this survey, 2591.22 feet along the north line of said Section 36 to Station P.C. 61+38.12 on said north line, N88°-45'E, 51.09 feet from the north one-quarter corner of said Section 36;
thence Westerly, 175.21 feet along a circular curve to the right through a central angle of 25°-37.0' and radius of 391.88 feet to Station P.T. 63+13.33;
thence N65°-38'W, 34.67 feet to Station P.C. 63+48.00;
thence Northwesterly, 279.72 feet along a circular curve to the left through a central angle of 06°-14.0' and radius of 2571.17 feet to Station P.T. 66+27.72;
thence N71°-52'W, 864.35 feet to Station 74+92.07;
thence N69°-10'W, 1326.02 feet to Station P.C. 88+18.09;
thence Northwesterly, 126.27 feet along a circular curve to the right through a central angle of 07°-39.0' and radius of 946.07 feet to Station 89+44.36;
thence continuing Northwesterly, 84.45 feet along said curve to the right through a central angle of 05°-06.5' and radius of 946.07 feet to Station 90+28.81 on the west line of said Section 25, N00°-01'W, 927.77 feet from the southwest corner of said Section 25;
thence continuing Northwesterly, 34.48 feet along said curve to the right through a central angle of 02°-05.5' and radius of 946.07 feet to Station P.T. 90+63.29;
thence N54°-19'W, 203.78 feet to Station P.C. 92+67.07;
thence Westerly, 232.81 feet along a circular curve to the left through a central angle of 28°-45.5' and radius of 463.83 feet to Station P.T. 94+99.88;
thence N83°-04.5'W, 314.84 feet to Station 98+14.72;
thence N82°-22.5'W, 387.16 feet to Station P.C. 102+01.88;
thence Westerly, 259.43 feet along a circular curve to the left through a central angle of12°-18.5' and radius of 1207.65 feet to Station P.T. 104+61.31;
thence S85°-19'W, 489.78 feet to Station 109+51.09, N57°-09.5'W, 2273.35 feet from the southeast corner of said Section 26;

all in accordance with the map prepared and filed in the Office of the Clerk of Sublette County for GUIO BUDD COUNTY ROAD NO. 23-153 dated 18 June 1981.

Paul N. Scherbel
Surveyor Scherbel, Ltd.
Registered Land Surveyor No. 164
Big Piney, Wyoming 83113

30 June 1981

"Modification in any way of the foregoing description terminates liability of the surve

Right - of - Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged,

PEARL SPENCER

of the County of Sublette and State of Wyoming

hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

That part of the N½NE¼ of Section 36, T31N, R113W, Sublette County, Wyoming being part of that tract of record in the Office of the Clerk of Sublette County in Book 3 of Quit Claim Deeds on page 431 lying and being situate within the bounds of the GUIO BUDD COUNTY ROAD NO. 23-153 described as follows:

See Exhibit "A"

186163

RECORDED August 14 19 81 A.M.
IN BOOK 39 Misc PAGE 21
FEES $ 4.00 Lois L Yonker COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches annd laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 22 day of July, 19 81.

Pearl Spencer

STATE OF WYOMING)
)§
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Pearl Spencer

this 22nd day of July, 19 81.

Witness my hand and official seal.

Lois L Yonker
Sublette County Clerk

My term expires: Jan. 3, 1983

GUIO BUDD COUNTY ROAD NO. 23-153

Exhibit "A"

To-wit:--

A strip of land eighty (80) feet in width being part of the NW¼NE¼, NE¼NW¼ and Lot 1 (NW¼NW¼) of Section 31; and Lot 4 of Section 30, T31N, R112W, N½NE¼ and NE¼NW¼ of Section 36, the S½SE¼ and S½SW¼ of Section 25, and the SE¼ of Section 26, T31N, R113W. Sublette County, Wyoming with the center-line described as follows:

BEGINNING at Station 0+00 within the right-of-way of the North Piney Cottonwood County Road No. 23-143, S67°-17.5'W, 1846.10 feet from the northeast corner of said Section 31;
thence S54°-03.5'W, 589.23 feet to P.C. 5+89.23;
thence Southwesterly, 156.04 feet along a circular curve to the right through a central angle of 31°-08.0' and radius of 287.17 feet to Station P.T. 7+45.27;
thence S85°-11.5'W, 12.69 feet to Station P.C. 7+57.96;
thence Westerly, 156.76 feet along a circular curve to the right through a central angle of 28°-10.0' and radius of 318.88 feet to Station P.T. 9+14.72;
thence N66°-38.5'W, 314.35 feet to Station P.C. 12+29.07;
thence Northwesterly, 202.44 feet along a circular curve to the right through a central angle of 20°-07.0' and radius of 576.57 feet to Station P.T. 14+31.51;
thence N46°-31.5'W, 153.69 feet to Station P.C. 15+85.20;
thence Northwesterly, 406.42 feet along a circular curve to the left through a central angle of 05°-38.0' and radius of 4133.68 feet to Station P.T. 19+91.62;
thence N52°-09.5'W, 224.27 feet to Station P.C. 22+15.89;
thence Northwesterly, 263.96 feet along a circular curve to the right through a central angle of 10°-23.0' and radius of 1456.55 feet to Station P.T. 24+79.85;
thence N41°-46.5'W, 64.56 feet to Station P.C. 25+44.41;
thence Northwesterly, 225.99 feet along a circular curve to the left through a central angle of 14°-06.5' and radius of 917.76 feet to Station P.T. 27+70.40;
thence N55°-53'W, 168.50 feet to Station P.C. 29+38.90 on the north line of said Section 31, S86°-40'E, 599.64 feet from the northwest corner of said Section 31;

thence Westerly, 160.18 feet along a circular curve to the left through a central angle of 35°-22.0' and radius of 259.51 feet to Station P.T. 30+99.08;
thence S88°-45'W, 447.82 feet to Station 35+46.90 identical with the northwest corner of said Section 31;
thence S88°-45'W, the base bearing for this survey, 2591.22 feet along the north line of said Section 36 to Station P.C. 61+38.12 on said north line, N88°-45'E, 51.09 feet from the north one-quarter corner of said Section 36;
thence Westerly, 175.21 feet along a circular curve to the right through a central angle of 25°-37.0' and radius of 391.88 feet to Station P.T. 63+13.33;
thence N65°-38'W, 34.67 feet to Station P.C. 63+48.00;
thence Northwesterly, 279.72 feet along a circular curve to the left through a central angle of 06°-14.0' and radius of 2571.17 feet to Station P.T. 66+27.72;
thence N71°-52'W, 864.35 feet to Station 74+92.07;
thence N69°-10'W, 1326.02 feet to Station P.C. 88+18.09;
thence Northwesterly, 126.27 feet along a circular curve to the right through a central angle of 07°-39.0' and radius of 946.07 feet to Station 89+44.36;
thence continuing Northwesterly, 84.45 feet along said curve to the right through a central angle of 05°-06.5' and radius of 946.07 feet to Station 90+28.81 on the west line of said Section 25, N00°-01'W, 927.77 feet from the southwest corner of said Section 25;
thence continuing Northwesterly, 34.48 feet along said curve to the right through a central angle of 02°-05.5' and radius of 946.07 feet to Station P.T. 90+63.29;
thence N54°-19'W, 203.78 feet to Station P.C. 92+67.07;
thence Westerly, 232.81 feet along a circular curve to the left through a central angle of 28°-45.5' and radius of 463.83 feet to Station P.T. 94+99.88;
thence N83°-04.5'W, 314.84 feet to Station 98+14.72;
thence N82°-22.5'W, 387.16 feet to Station P.C. 102+01.88;
thence Westerly, 259.43 feet along a circular curve to the left through a central angle of12°-18.5' and radius of 1207.65 feet to Station P.T. 104+61.31;
thence S85°-19'W, 489.78 feet to Station 109+51.09, N57°-09.5'W, 2123.36 feet from the southeast corner of said Section 26;

Guio Bu[redacted]nty Road No. 23-153 [redacted]

all in accordance with the map prepared and filed in the Office of the Clerk of Sublette County for GUIO BUDD COUNTY ROAD NO. 23-153 dated 18 June 1981.

Paul N. Scherbel
Surveyor Scherbel, Ltd.
Registered Land Surveyor No. 164
Big Piney, Wyoming 83113

30 June 1981

"Modification in any way of the foregoing description terminates liability of the surveyor"

24

Right . of . Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged, _____

CHARLES F. and PEARL SPENCER with Sales Contract to MICHAEL R. and KATHRYN E. POMPY
of the County of Sublette and State of Wyoming

hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

That part of the S½SE¼ of Section 25, T31N, R113W, Sublette County, Wyoming being part of that tract of record in the Office of the Clerk of Sublette County in Book 10 of Deeds on page 1 lying and being situate within the bounds of the GUIO BUDD COUNTY ROAD NO. 23-153 described as follows:

See Exhibit "A"

186164

RECORDED August 14 19 81 at 8 o'clock A.M.
IN BOOK 39 Misc PAGE 24
FEES $ NC Lois Yeakey COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches annd laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 22 day of July, 19 81.

Charles F. Spencer

Charles F. Spencer

Pearl Spencer

Pearl Spencer

STATE OF WYOMING)
)§
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Charles F. Spencer and Pearl Spencer this 22nd day of July, 1981.

Witness my hand and official seal.

Lois Yeakey
Sublette County Clerk

My term expires: Jan. 3, 1983

GUIO BU[redacted]TY ROAD NO. 23-153 [redacted] [redacted]

Exhibit "A"

To-wit:--

A strip of land eighty (80) feet in width being part of the NE¼NE¼ (NW¼NW¼) of Section 31; and Lot 4 of Section 30, T31N, R112W, [illegible] Section 36, the S½SE¼ and S½SW¼ of Section 25, and the SE¼ of Section [illegible] Sublette County, Wyoming with the center-line described as follows:

BEGINNING at Station 0+00 within the right-of-way of the North Pine [illegible] Road No. 23-143, S67°-17.5'W, 1846.10 feet from the northeast corner of said Section 31;
thence S54°-03.5'W, 589.23 feet to P.C. 5+89.23;
thence Southwesterly, 156.04 feet along a circular curve to the right [illegible] angle of 31°-08.0' and radius of 287.17 feet to Station P.T. 7+45
thence S85°-11.5'W, 12.69 feet to Station P.C. 7+57.96;
thence Westerly, 156.76 feet along a circular curve to the right [illegible] angle of 28°-10.0' and radius of 318.88 feet to Station P.T. 9+14
thence N66°-38.5'W, 314.35 feet to Station P.C. 12+29.07;
thence Northwesterly, 202.44 feet along a circular curve to the [illegible] angle of 20°-07.0' and radius of 576.57 feet to Station P.T. 14+
thence N46°-31.5'W, 153.69 feet to Station P.C. 15+85.20;
thence Northwesterly, 406.42 feet along a circular curve to the [illegible] angle of 05°-38.0' and radius of 4133.68 feet to Station P.T. 19
thence N52°-09.5'W, 224.27 feet to Station P.C. 22+15.09;
thence Northwesterly, 263.96 feet along a circular curve to the right [illegible] angle of 10°-23.0' and radius of 1456.55 feet to Station P.T. 24+
thence N41°-46.5'W, 64.56 feet to Station P.C. 25+44.41;
thence Northwesterly, 225.99 feet along a circular curve to the left [illegible] angle of 14°-06.5' and radius of 917.76 feet to Station P.T. 27+
thence N55°-53'W, 168.50 feet to Station P.C. 29+38.90 on the south line of said Section 31, S86°-40'E, 599.64 feet from the northwest corner of said Section 31,

thence Westerly, 160.18 feet along a circular curve to the left [illegible] angle of 35°-22.0' and radius of 259.51 feet to Station P.T.
thence S88°-45'W, 447.82 feet to Station 35+46.90 identical with [illegible] of said Section 31;
thence S88°-45'W, the base bearing for this survey, [illegible] of said Section 36 to Station P.C. 41+88.[illegible] feet from the north one-quarter corner of said Section 36;
thence Westerly, 175.21 feet along a circular curve to the right [illegible] angle of 25°-37.0' and radius of 391.88 feet to Station P.T. 63+
thence N65°-38'W, 34.67 feet to Station P.C. 63+48.00;
thence Northwesterly, 279.72 feet along a circular curve to the left [illegible] angle of 06°-14.0' and radius of 2571.17 feet to Station P.T. 66+
thence N71°-52'W, 864.35 feet to Station 74+92.07;
thence N69°-10'W, 1326.02 feet to Station P.C. 88+18.09,
thence Northwesterly, 126.27 feet along a circular curve to the right [illegible] angle of 07°-39.0' and radius of 946.07 feet to Station 89+44.36;
thence continuing Northwesterly, 84.45 feet along said curve to the [illegible] central angle of 05°-06.5' and radius of 946.07 feet to Station P.[illegible] west line of said Section 25, N00°-01'W, 927.47 feet from the south [illegible] said Section 25;
thence continuing Northwesterly, 34.48 feet along said curve to the [illegible] central angle of 02°-05.5' and radius of 946.07 feet to Station P.[illegible]
thence N54°-19'W, 203.78 feet to Station P.[illegible]
thence Westerly, 232.81 feet along a circular curve to the left [illegible] of 28°-45.5' and radius of 463.83 feet to Station P.[illegible]
thence N83°-04.5'W, 314.84 feet to Station 98+14.42;
thence N82°-22.5'W, 387.16 feet to Station P.C. 101+[illegible]
thence Westerly, 259.43 feet along a circular curve to the left [illegible] of 12°-18.5' and radius of 1207.[illegible] feet to Station P.[illegible]
thence S85°-19'W, 489.78 feet to Station [illegible], [illegible] southeast corner of said Section 26;

all in accordance with the map prepared and filed in the Office of the Clerk of Sublette County for GUIO BUDD COUNTY ROAD NO. 23-153 dated 18 June 1981.

Paul N. Scherbel
Surveyor Scherbel, Ltd.
Registered Land Surveyor No. 164
Big Piney, Wyoming 83113

30 June 1981

"Modification in any way of the foregoing description terminates liability on the

Right . of . Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged

JOHN C. RIZZI and KATHLEEN M. RIZZI, ELIZABETH K. THOMPSON

of the County of Sublette and State of Wyoming

hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

That part of the E½SE¼SW¼ of Section 9, T36N, R114W, Sublette County, Wyoming being part of that tract of record in the Office of the Clerk of Sublette County in Book 17 of Deeds on page 350 lying and being situate within the bounds of the UPPER HOBACK RIVER COUNTY ROAD NO. 23-174 described as follows:

See Exhibit "A"

This easement is to supplant that easement of record in said Office in Book 32 of Miscellaneous on page 594.

136165

RECORDED August 14 1984 at 9:
IN BOOK 34 Misc PAGE 12
FEES $ N/C Sandra Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches annd laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 22nd day of July, 1984.

John C. Rizzi

Kathleen M. Rizzi

Elizabeth K. Thompson

STATE OF WYOMING)
)§
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by John C. Rizzi, Kathleen M. Rizzi and Elizabeth K. Thompson this 22nd day of July, 1984.

Witness my hand and official seal.

My term expires: January 3, 1983

Notary Public

Sublette County Clerk

27

Exhibit "A"

UPPER HOBACK RIVER COUNTY ROAD NO. 2-174

To-wit:--

That part of the E½NW¼, N½SW¼ of Section 26, N½SE¼, SW¼NW¼ of Section 27, NW¼NW¼ of Section 34, NE¼NE¼, S½NE¼, W½SE¼, NE¼SE¼, SE¼SW¼ of Section 35, T37N, R113W and that part of Lots 2 and 3, the SW¼NE¼, S½NW¼, NW¼SW¼ of Section 2, NE¼SE¼, W½SE¼, SE¼SW¼ of Section 3, N½NW¼ of Section 10, NE¼NE¼, S½NE¼, SE¼SE¼ of Section 9, E½W½ of Section 16, N½NW¼, SW¼NW¼ of Section 21, and the E½E½ of Section 20, T36N, R114W, Sublette County, Wyoming described as follows:

A strip of land sixty feet in width the center-line of which is described as follows:

BEGINNING at Station S_D Minus 0+94.31, N01°-16.5'W, 1973.3 feet from the southwest corner of the NE¼NW¼ of said Section 26, T37N, R113W;
thence N26°-40.5'W, 94.31 feet to Station 0+00.00;
thence N14°-44.5'E, 141.88 feet to Station P.C. 1+41.88;
thence Northerly, 211.48 feet along a circular curve to the left through a central angle of 23°-25.6' with a radius of 517.22 feet and a tangent of 107.36 feet to Station P.T. 3+53.36;
thence N08°-41'W, 34.19 feet to Station P.C. 3+87.55;
thence Northwesterly, 129.78 feet along a circular curve to the right through a central angle of 25°-39.9' with a radius of 289.74 feet and a tangent of 65.94 feet to Station P.T. 5+17.33;
thence N34°-21'W, 10.06 feet to Station P.C. 5+27.39;
thence Northwesterly, 111.14 feet along a circular curve to the left through a central angle of 53°-32.0' with a radius of 119.96 feet and a tangent of 59.80 feet to Station P.T. 6+38.53;
thence N87°-53'W, 20.28 feet to Station P.C. 6+58.81;
thence Southwesterly, 110.19 feet along a circular curve to the right through a central angle of 56°-16.5' with a radius of 112.19 feet and a tangent of 60.00 feet to Station P.T. 7+69.00;
thence S35°-50'W, 10.85 feet to Station P.C. 7+79.85;
thence Southerly, 123.16 feet along a circular curve to the left through a central angle of 45°-16.7' with a radius of 155.85 feet and tangent of 65.00 feet to Station P.T. 9+03.01
thence S09°-26'E, 240.08 feet to Station P.C. 11+43.09;
thence Southwesterly, 231.62 feet along a circular curve to the right through a central angle of 73°-44.9' with a radius of 179.95 feet and tangent of 134.26 feet to Station P.T. 13+74.71;
thence S64°-18.5'W, 40.78 feet to Station P.C. 14+15.49;
thence Southwesterly, 143.37 feet along a circular curve to the left through a central angle of 39°-30.4' with a radius of 207.93 feet and tangent of 74.58 feet to Station P.T. 15+58.86;
thence S24°-48'W, 433.38 feet to Station P.C. 19+92.24;
thence Southwesterly, 285.89 feet along a circular curve to the right through a central angle of 11°-10.4' with a radius of 1466.00 feet and tangent of 143.23 feet to Station P.T. 22+78.13;
thence S35°-58.5'W, 24.54 feet to Station P.C. 23+02.67;
thence Southerly, 211.90 feet along a circular curve to the left through a central angle of 20°-16' with a radius of 599.00 feet and tangent of 107.14 feet to Station P.T. 25+14.57;
thence S15°-42.5'W, 107.53 feet to Station P.C. 26+22.10;
thence Southerly, 167.10 feet along a circular curve to the right through a central angle of 11°-19.5' with a radius of 845.00 feet and tangent of 83.63 feet to Station P.T. 27+83.20;
thence S27°-02'W, 116.61 feet to Station P.C. 28+99.81;
thence Southwesterly, 216.15 feet along a circular curve to the left through a central angle of 18°-51.0' with a radius of 657.00 feet and tangent of 108.99 feet to Station P.T. 31+15.96;
thence S45°-53'W, 62.05 feet to Station P.C. 31+78.01;
thence Southwesterly, 123.65 feet along a circular curve to the right through a central angle of 28°-48.0' with a radius of 246.00 feet and tangent of 63.16 feet to Station P.T. 33+01.66;

thence S74°-41'W, 627.16 feet to Station P.C. 39+28.82;
thence Westerly, 87.03 feet along a circular curve to the right through a central angle of 13°-05.3' with a radius of 381.00 feet and tangent of [illegible] feet to Station P.T. 40+15.85;
thence S87°-46.5'W, 207.99 feet to Station P.C. 42+23.84;
thence Westerly, 57.43 feet along a circular curve to the left through a central angle of 15°-49.3' with a radius of 208.00 feet and tangent of [illegible] feet to Station P.T. 42+81.27;
thence S71°-57'W, 52.40 feet to Station P.C. 43+33.67;
thence Southwesterly, 213.56 feet along a circular curve to the left through a central angle of 21°-09.5' with a radius of 578.31 feet and tangent of 108.01 feet to Station P.T. 45+47.23;
thence S50°-47.5'W, 179.16 feet to Station P.C. 47+26.39;
thence Southerly, 121.72 feet along a circular curve to the left through a central angle of 36°08.1' with a radius of 193.00 feet and tangent of 62.56 feet to Station P.T. 48+48.11;
thence S14°-39.5'W, 6.45 feet to Station S_L 48+54.56 BP - S_L 48+87.01 AH a point on west line of said Section 26, N02°-47.5'W, 89.94 feet from the southwest corner of the NW¼NW¼SW¼ of said Section 26;
thence S14°-39.5'W, 10.49 feet to Station P.C. 48+98.10;
thence Southwesterly, 219.95 feet along a circular curve to the right through a central angle of 24°-31.0' with a radius of 514.00 feet and tangent of 111.68 feet to Station P.T. 51+18.05;
thence S39°-16.5'W, 11.76 feet to Station P.C. 51+29.81;
thence Southwesterly, 285.15 feet along a circular curve to the right through a central angle of 35°-26.4' with a radius of 461.00 feet and tangent of 147.41 feet to Station P.T. 54+14.96;
thence S74°-37'W, 167.50 feet to Station P.C. 56+82.46;
thence Westerly, 119.88 feet along a circular curve to the left through a central angle of 05°-56.5' with a radius of 1156.00 feet and tangent of 59.98 feet to Station P.T. 57+02.34;
thence S68°-40.5'W, 25.77 feet to Station P.C. 57+28.11;
thence Westerly, 151.97 feet along a circular curve to the right through a central angle of 09°-01.4' with a radius of 965.00 feet and tangent of 76.14 feet to Station P.T. 58+80.08;
thence S77°-42'W, 137.52 feet to Station P.C. 60+17.60;
thence Westerly, 244.53 feet along a circular curve to the right through a central angle of 09°-20.4' with a radius of 1500.00 feet and tangent of 122.54 feet to Station P.T. 62+62.13;
thence S87°-02.5'W, 208.34 feet to Station P.C. 64+70.47;
thence Westerly, 119.01 feet along a circular curve to the left through a central angle of 13°-23.6' with a radius of 509.00 feet and tangent of 59.78 feet to Station P.T. 65+89.48;
thence S73°-38.5'W, 72.21 feet to Station P.C. 66+61.69;
thence Southwesterly, 250.55 feet along a circular curve to the left through a central angle of 05°-29.0' with a radius of 2618.00 feet and tangent of 125.34 feet to Station P.T. 69+12.24;
thence S68°-09.5'W, 521.26 feet to Station P.C. 74+33.50;
thence Southwesterly, 348.66 feet along a circular curve to the left through a central angle of 11°-43.4' with a radius of 1704.00 feet and tangent of 174.97 feet to Station P.T. 77+82.16;
thence S56°-26'W, 44.90 feet to Station P.C. 78+27.06;
thence Southwesterly, 145.21 feet along a circular curve to the left through a central angle of 09°-26.0' with a radius of 882.00 feet and tangent of 72.77 feet to Station P.T. 79+72.27
thence S46°-59.5'W, 146.79 feet to Station P.C. 81+19.06;
thence Southwesterly, 206.47 feet along a circular curve to the right through a central angle of 15°-24.2' with a radius of 768.00 feet and tangent of 104.02 feet to Station P.I. 83+25.53;
thence S62°-23.5'W, 729.95 feet to Station P.C. 90+55.48;
thence Southwesterly, 144.55 feet along a circular curve to the left through a central angle of 11°-44.8' with a radius of 705.00 feet and tangent of 72.55 feet to Station P.T. 92+00.03;
thence S50°-38.5'W, 196.71 feet to Station S_L 93+96.74 on south line of said Section 27, S89°-47.5'W, 137.25 feet from the southeast corner of the SE¼ of said Section 34;
thence S50°-38.5'W, 141.04 feet to Station 95+37.78;
thence S46°-45'W, 1480.48 feet to Station S_L 110+18.26 on west line of said Section 34, N00°-12'E, 247.27 feet from the southwest corner of said NW¼SW¼ of said Section 34;
thence continuing S46°-45'W, 19.15 feet to Station 110+37.41;
thence S40°-34'W, 1490.17 feet to Station P.C. 125+27.58;
thence Southwesterly, 215.60 feet along a circular curve to the left through a central angle of 06°-22.0' with a radius of 1940.00 feet and tangent of 107.99

feet to Station P.T. 127+43.18;
thence S36°-11.5'W, 1763.42 feet to Station P.C. 145+06.60;
thence Southwesterly, 279.65 feet along a circular curve to the right through a central angle of 17°-50.5' with a radius of 898.00 feet and tangent of 140.98 feet to Station P.T. 147+86.25;
thence S54°-02.5'W, 1084.24 feet to Station P.C. 158+70.49;
thence Southwesterly, 307.94 feet along a circular curve to the right through a central angle of 08°-10.1' with a radius of 2160.00 feet and tangent of 154.23 feet to Station P.T. 161+78.43;
thence S62°-12.5'W, 47.69 feet to Station P.C. 162+26.12;
thence Southwesterly, 129.61 feet along a circular curve to the left through a central angle of 32°-25.6' with a radius of 229.00 feet and tangent of 66.53 feet to Station P.T. 163+55.73;
thence S29°-46.5'W, 29.18 feet to Station P.C. 163+84.91;
thence Southwesterly, 238.84 feet along a circular curve to the right through a central angle of 13°-29.7' with a radius of 1014.00 feet and tangent of 119.98 feet to Station P.T. 166+23.75;
thence S43°-16.5'W, 385.68 feet to Station S_L 170+09.43 on the south line of said Section 33, S89°-50'W, 129.22 feet from the southeast corner of the SW¼SW¼ of said Section 33;
thence continuing S43°-16.5'W, 643.47 feet to Station P.C. 176+52.90 BK P.C. 177+72.88 AH;
thence Southwesterly, 266.94 feet along a circular curve to the left through a central angle of 15°-20.3' with a radius of 997.17 feet and tangent of 134.28 feet to Station P.T. 180+39.82;
thence S27°-56'W, 89.14 feet to Station P.C. 181+28.96;
thence Southwesterly, 316.57 feet along a circular curve to the right through a central angle of 17°-12.7' with a radius of 1053.83 feet and tangent of 159.49 feet to Station P.T. 184+45.53;
thence S45°-09'W, 1546.58 feet to Station 199+92.11;
thence S47°-49.5'W, 1872.24 feet to Station S_L 218+64.35 on the west line of said Section 2, N00°-21.5'W, 193.77 feet from the southwest corner of the NW¼NW¼ of said Section 2;
thence continuing S47°-49.5'W, 73.81 feet to Station P.C. 219+38.16;
thence Southwesterly, 196.70 feet along a circular curve to the right through a central angle of 20°-41.2' with a radius of 544.78 feet and tangent of 99.43 feet to Station P.T. 221+34.86;
thence S68°-30.5'W, 933.51 feet to Station P.C. 230+68.37;
thence Southwesterly, 245.25 feet along a circular curve to the left through a central angle of 08°-01.2' with a radius of 1752.08 feet and tangent of 122.83 feet to Station P.T. 233+13.62;
thence S60°-29.6'W, 1247.42 feet to Station 245+61.04;
thence Southwesterly, 288.74 feet along a circular curve to the right through a central angle of 09°-29.8' with a radius of 1741.90 feet and tangent of 144.70 feet to Station P.T. 248+49.78;
thence S69°-59.5'W, 360.80 feet to Station P.C. 252+10.58;
thence Southwesterly 181.32 feet along a circular curve to the left through a central angle of 10°-07.9' with a raidus of 1025.33 feet and tangent of 90.96 feet to Station S_L 253+91.90 on south line of said Section 3, S89°-38.6'W, 493.59 feet from the South one-quarter corner of said Section 3;
thence Southwesterly, 74.01 feet along a circular curve to the left through a central angle of 04°-08.1' with a radius of 1025.33 feet and tangent of 37.02 feet to Station P.T. 254+65.91;
thence S55°-43.3'W, 217.27 feet to Station 256+83.18;
thence S58°-08.6'W, 725.25 feet to Station P.C. 264+08.43;
thence Southwesterly, 177.34 feet along a circular curve to the right through a central angle of 05°-09.9' with a radius of 1967.24 feet and a tangent of 88.75 feet to Station P.T. 265+85.77;
thence S63°-18.5'W, 392.27 feet to Station P.C. 269+78.04;
thence Southwesterly, 263.49 feet along a circular curve to the right through a central angle of 20°-35.6' with a radius of 733.07 feet and tangent of 133.18 feet to Station P.T. 272+41.53;
thence S83°-54.1'W, 31.52 feet to Station P.C. 272+73.05;
thence Westerly, 189.63 feet along a circular curve to the left through a central angle of 20°-16.7' with a radius of 535.78 feet and tangent of 95.81 feet to Station P.T. 274+62.68; thence S69°-57'W, 235.00 feet to Station P.C. 276+97.68;
thence Southwesterly, 164.71 feet along a curcular curve to the right through a central angle of 04°-54.2' with a radius of 1924.44 feet and tangent of 82.41 feet to Station S_L 278+62.39 on west line of said Section 10, N00°-13.7'W, 199.49 feet from the southwest corner of the NW¼NW¼ of said Section 10;
thence Southwesterly, 10.69 feet along a circular curve to the right through a central angle of 00°-19.1' with a radius of 1924.44 feet and tangent of 5.34 feet to Station P.T. 278+73.08;
thence S67°-29.4'W, 223.25 feet to Station P.C. 280+96.33;
thence Westerly, 212.03 feet along a circular curve to the right through a [illegible]

angle of 21°-18.4' with a radius of 570.17 feet and tangent of 107.25 feet to Station P.T. 283+08.36;
thence S84°-55.8'W, 146.44 feet to Station P.C. 284+54.80;
thence Southwesterly, 184.91 feet along a circular curve to the left through a central angle of 72°-23.4' with a radius of 146.36 feet and tangent of 107.10 feet to Station P.T. 286+39.71;
thence S12°-32.4'W, 180.56 feet to Station P.C. 288+20.27;
thence Southwesterly 166.46 feet along a circular curve to the right through a central angle of 31°-58.3' with a radius of 298.30 feet and tangent of 85.46 feet to Station P.T. 289+86.73;
thence S44°-30.8'W, 64.43 feet to Station P.C. 290+51.16;
thence Southwesterly, 181.06 feet along a circular curve to the left through a central angle of 08°-50.3' with a radius of 1173.77 feet and tangent of 90.71 feet to Station P.T. 292+32.22;
thence S35°-40.5'W, 244.35 feet to Station P.C. 294+76.57;
thence Southwesterly, 220.43 feet along a circular curve to the right through a central angle of 48°-09.9' with a radius of 262.22 feet and tangent of 117.20 feet to Station P.T. 296+97.00;
thence S83°-50.4'W, 268.73 feet to Station P.C. 299+65.73;
thence Southwesterly, 192.30 feet along a circular curve to the left through a central angle of 54°-04.5' with a radius of 203.75 feet and tangent of 103.98 feet to Station P.T. 301+58.03;
thence S29°-45.9'W, 204.29 feet to Station P.C. 303+62.32;
thence Southwesterly, 220.33 feet along a circular curve to the right through a central angle of 06°-14.0 ' with a radius of 2025.26' and tangent of 110.27 feet to Station P.T. 305+82.65;
thence S35°-59.9'W, 669.16 feet to Station P.C. 312+51.81;
thence Southwesterly, 234.97 feet along a circular curve to the left through a central angle of 06°-49.0' with a radius of 1974.75 feet and tangent of 117.57 feet to Station P.T. 314+86.78;
thence S29°-10.9'W, 549.23 feet to Station 320+36.01;
thence S30°-05.7'W, 1135.02 feet to Station P.C. 331+71.03;
thence Southerly, 179.30 feet along a circular curve to the left through a central angle of 41°07.7' with a radius of 249.78 feet and tangent of 93.71 feet to Station P.T. 333+50.33;
thence S11°-02'W, 207.07 feet to Station S_L 335+57.40 on South line of said Section 9, S89°-46'W, 645.33 feet from the South one-quarter corner of said Section 9 and N89°-46'E, 22.67 feet from the northwest corner of the NE¼NE¼NW¼ of said Section 16;
thence S09°-56.3'E, 1139.76 feet to Station P.C. 346+97.16;
thence Southerly, 365.14 feet along a circular curve to the left through a central angle of 13°-43.6' with a radius of 1524.00 feet and tangent of 183.45 feet to Station P.T. 350+62.30;
thence S03°-47.3'W, 727.47 feet to Station P.C. 357+89.77;
thence Southwesterly, 217.91 feet along a circular curve to the right through a central angle of 46°-56.3' with a radius of 266.00 feet and tangent of 115.49 feet to Station P.T. 360+07.68;
thence S50°-43.5'W, 64.03 feet to Station P.C. 360+71.71;
thence Southerly, 72.87 feet along a circular curve to the left through a central angle of 35°-59.6' with a radius of 116.00 feet and tangent of 37.68 feet to Station P.T. 361+ 44.58;
thence S14°-44'W, 5.71 feet to Station P.C. 361+50.29;
thence Southeasterly, 95.80 feet along a circular curve to the left through a central angle of 40°-41.3' with a radius of 134.90 feet and tangent of 50.02 feet to Station P.T. 362+46.09;
thence S25°-57.5'E, 268.59 feet to Station P.C. 365+14.68 BK= P.C. 366+34.68 Ahd,
thence Southerly, 110.91 feet along a circular curve to the right through a central angle of 28°-14.5' with a radius of 225.00 feet and tangent of 56.60 feet to Station P.T. 366+35.54;
thence S02°-17'W, 1082,79 feet to Station P.C. 377+18.33;
thence Southerly, 170.93 feet along a circular curve to the right through a central angle of 05°-21.4' with a radius of 1828.00 feet and tangent of 85.53 feet to Station P.T. 378+89.26;
thence S07° 38.5'W, 85.54 feet to Station P.C. 379+74.80;
thence Southwesterly, 252.28 feet along a circular curve to the right through a central angle of 09°-03.8' with a radius of 1595.00 feet and tangent of 126.40 feet to Station P.T. 382+27.08;
thence S16°-42.2'W, 733.49 feet to Station P.C. 389+60.57;
thence Southwesterly, 41.77 feet along a circular curve to the left through a central angle of 10°-55.8' with a radius of 219.00 feet and tangent of 20.95 feet to Station P.T. 390+02.34;
thence S05°-46.5'W, 35.54 feet to Station S_L 390+37.88 on South line of said Section 16, N87°-57.3'W, 818.11 feet from the South one-quarter corner of said Section 16;
thence continuing S05°-46.5'W, 75.16 feet to Station 391+13.04;

thence Southwesterly, 154.03 feet along a circular curve to the right through a central angle of 35°-43.8' with a radius of 247.00 feet and tangent of 79.61 feet to Station P.T. 392+67.07;
thence S41°-30.6'W, 303.98 feet to Station P.C. 395+71.05;
thence Southwesterly, 325.75 feet along a circular curve to the right through a central angle of 05°-37.4' with a radius of 3319.00 feet and tangent of 163.06 feet to Station P.T. 398+96.80;
thence S47°-08'W, 810.67 feet to Station P.C. 407+07.47;
thence Southerly, 157.76 feet along a circular curve to the left through a central angle of 33°-36.2' with a radius of 269.00 feet and tangent of 81.22 feet to Station P.T. 408+65.23;
thence S13°-31.9'W, 100.81 feet to Station P.C. 409+66.04;
thence Southwesterly, 158.92 feet along a circular curve to the right through a central angle of 26°-46.8' with a radius of 340.00 feet and tangent of 80.94 feet to Station P.T. 411+24.96;
thence S40°-18.7'W, 554.98 feet to Station P.C. 416+79.94;
thence Southwesterly, 253.98 feet along a circular curve to the left through a central angle of 09°-53.5' with a radius of 1471.00 feet and tangent of 127.31 feet to Station P.T. 419+33.92;
thence S30°-25.2'W, 32.74 feet to Station S_L 419+66.66 on west line of said Section 21, N00°-04'W, 316.44 feet from the West one-quarter corner of said Section 21;
thence continuing S30°-25.2'W, 636.11 feet to Station P.C. 426+02.77;
thence Southwesterly, 347.30 feet along a circular curve to the right through a central angle of 09°-12.8' with a radius of 2160.00 feet and tangent of 174.03 feet to Station P.T. 429+50.07;
thence S39°-37.9'W, 307.97 feet to Station P.C. 432+58.04;
thence Southwesterly, 259.71 feet along a circular curve to the left through a central angle of 17°-27.9' with a radius of 852.00 feet and tangent of 130.87 feet to Station P.T. 435+17.75;
thence S22°-10'W, 447.90 feet to Station P.C. 439+65.65;
thence Southwesterly, 266.08 feet along a circular curve to the right through a central angle of 10°-18.0' with a radius of 1480.00 feet and tangent of 133.40 feet to Station P.T. 442+31.73;
thence S32°-28'W, 295.55 feet to Station 445+27.28 the POINT OF ENDING, N59 -26.5'W. 1513.74 feet from the southeast corner of said Section 20;

the base bearing for this survey is the east line of the Southeast quarter of said Section 20, being N00°-04'W;

all in accordance with the plat prepared and filed for record in the Office of the Clerk of Sublette County for UPPER HOBACK RIVER COUNTY ROAD NO. 23-174 dated 14 June 1981.

Paul N. Scherbel
Surveyor Scherbel, Ltd.
Registered Land Surveyor No. 164
Big Piney, Wyoming 83113

30 June 1981

"Modification in any way of the foregoing description terminates liability of the surveyor"

[redacted] [redacted] [redacted]

AGREEMENT [redacted] ARRANTY DEED—FORM NO. 14 [redacted] THE HILLS COMPANY, DENVER [redacted]

THIS AGREEMENT, Made and entered into this 20th day of July 19 81, by and between REDSTONE CORPORATION, A Wyoming Corporation,

of Pinedale, Sublette County, State of Wyoming, of the first part, and FRANK R. DEW and ELLEN E. DEW, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common of Pinedale, Sublette County, State of Wyoming, of the second part.

WITNESSETH, That the part Y of the first part, for and in consideration of the sum of ($ 12,000.00) Twelve Thousand and No/100 - DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said part ies of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do es hereby for itself and its heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said part ies of the second part by a good and sufficient Warranty Deed, subject, however, to 1/2 of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: Lot # 1 Redstone New Fork River Subdivision as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming; Together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; to all prior mineral reservations of record; and to Redstone New Fork River Subdivision Protective Covenants recorded 9/16/77 in Book 33 of Misc., page 206. RESERVING HOWEVER TO GRANTOR, all remaining oil and gas and all other minerals, together with right of ingress and egress to prospect for, mine and remove same. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

SOLD FOR Twenty-four Thousand and No/100 - - - - - - DOLLARS ($ 24,000.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the part ies of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said part Y of the first part, its heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$12,000.00 down; balance of $12,000.00 payable in 120 monthly payments of $158.59 which include interest at the rate of 10% per annum, first said payment due August 20, 1981; succeeding payments due the 20th day of each month thereafter until paid in full.

186170

RECORDED Aug 24 1981 1:30 P M
IN BOOK 39 Misc PAGE 32
FEE $6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK

Payable at the office of First National Bank/of Pinedale with interest at the rate of 10 per cent per annum from date. Interest payable included. If principal or interest is not paid when due, the same to draw 10 per cent interest per annum from maturity until paid.

Right to accelerate payments in any multiple of $1,000.00 or the entire balance then due on any payment date and thus reduce interest is hereby granted by party of the first part.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said part ies of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said part Y of the first part, its heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said part ies of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such termination of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The part ies of the second part agrees to keep the buildings on said premises insured in a sum not less than None Dollars, in favor of and payable to part Y of the first part, as its interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

REDSTONE CORPORATION, A Wyo. Corp.

By John M. Sulenta President

ATTEST: Joseph R. Hicks Secretary

Frank R. Dew

Ellen E. Dew

State of Wyoming
} ss.
County of Sublette

The foregoing instrument was acknowledged before me by John M. Sulenta as President and Joseph R. Hicks as Secretary of Redstone Corporation, A Wyo. Corp.

this 24th day of August, 19 81.

Witness my hand and official seal.

Signature

Notary Public

Title of Office

My Commission Expires: September 23, 1983.

33

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by FRANK H. DEW and ELLEN E. DEW this 12th day of August, 1981.

Witness my hand and official seal.

Donna E. Sievers
Notary Public

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My commission expires April 22,1982

My commission expires: 4/22/82

ASSIGNMENT

_____ 19__

For VALUE RECEIVED, _____hereby assign unto _____ all_____right, title and interest in and to the within contract, and I authorize the part _____ of the first part therein to execute a deed to said _____ or to _____ heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS_____

_____
Party of the Second Part.

Consent is hereby given for the above assignment.

_____
Party of the First Part.

DATE	TOTAL PAYMENT	INTEREST	PRINCIPAL	BALANCE	BY

Form **668-H**
Oct. 1978

Department of the Treasury - Internal Revenue Service

Notice of Federal Estate Tax Lien Under Internal Revenue Laws

District	Serial Number	*For Optional Use by Recording Office*
Cheyenne 83	83-81-04E	136177

Notice this is given under the provisions of section 6324B of the Internal Revenue Code that a lien exists in favor of the United States against the specific property described below for additional Federal estate tax imposed by section 2032A(c) due to the special valuation elected under section 2032A.

State of Wyoming)
) ss
County of Sublette)
FILED IN MY OFFICE
Aug 17 . 1981
2 O'CLOCK P M
Duke, County Clerk
Dorothy M Stevie

Name of Estate
Burleigh D. Binning

Name and address of agent designated by the qualified heirs for dealings with IRS regarding the specially valued property.

Josephine Binning
P. O. Box 685
Pinedale, Wyoming 82941

Date of Death	Decedent's Social Security Number	Amount of Additional Tax
May 3, 1978	520-01-3603	$ 82,745.20

Description of Property to Which Lien Attaches

SEE ATTACHED SCHEDULE "A" (3 pages)

186177
RECORDED August 17, 1981 8:00 PM
IN BOOK 39 Misc PAGE 35
FEES $ N/C
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Dorothy M Stevie

Place of Filing
Sublette County, Wyoming

This notice was prepared and signed at Cheyenne, Wyoming, on thi

the 13th day of August, 19 81

Signature	Title
William E. Baker	Chief, Technical & Office Compliance Group

Form **668-H** (10-7

Part 1 – To be kept by recording office

Rel'd Misc Bk 43 Pg 363
Released Bk 64 Misc Pg. 93
35 9/4/85

36

No. _____

United States

vs.

Notice of Estate Tax Lien

Filed this _____ day of _____, 19___, at ___ m.

Clerk (or Registrar)

Form 668-H (10-78)

Internal Revenue Code

Sec. 6324B. Special lien for additional estate tax attributable to farm, etc., valuation.

(a) General rule.

In the case of any interest in qualified real property (within the meaning of section 2032A(b)), an amount equal to the adjusted tax difference attributable to such interest (within the meaning of section 2032A(c)(2)(B)) shall be a lien in favor of the United States on the property in which such interest exists.

(b) Period of lien.

The lien imposed by this section shall arise at the time an election is filed under section 2032A and shall continue with respect to any interest in the qualified farm real property

(1) until the liability for tax under subsection (c) of section 2032A with respect to such interest has been satisfied or has become unenforceable by reason of lapse of time, or

(2) until it is established to the satisfaction of the Secretary that no further tax liability may arise under section 2032A(c) with respect to such interest.

(c) Certain rules made applicable.

The rules set forth in paragraphs (1), (3), and (4) of section 6324A(d) shall apply with respect to the lien imposed by this section as if it were a lien imposed by section 6324A.

(d) Substitution of security for lien.

To the extent provided in regulations prescribed by the Secretary, the furnishing of security may be substituted for the lien imposed by this section.

Sec. 6324A. Special lien for estate tax deferred under section 6166 or 6166A.

(d) Special rules.

(1) Requirement that lien be filed. The lien imposed by this section shall not be valid as against any purchaser, holder of a security interest, mechanic's lien, or judgment lien creditor until notice thereof which meets the requirements of section 6323(f) has been filed by the Secretary. Such notice shall not be required to be refiled.

(2) Period of lien. The lien imposed by this section shall arise at the time the executor is discharged from liability under section 2204 (or, if earlier, at the time notice is filed pursuant to paragraph (1)) and shall continue until the liability for the deferred amount is satisfied or becomes unenforceable by reason of lapse of time.

(3) Priorities. Even though notice of a lien imposed by this section has been filed as provided in paragraph (1), such lien shall not be valid--

(A) Real property tax and special assessment liens. To the extent provided in section 6323(b)(6).

(B) Real property subject to mechanic's [illegible] in the case of any real property subject to a lien for repair or improvement, as against a mechanic's lien.

(C) Real property construction or improvement financing agreement. As against any security interest set forth in paragraph (3) of section 6323(c) (whether such security interest came into existence before or after the [illegible]

Subparagraphs (B) and (C) shall not apply to any security interest which came into existence after the date on which the Secretary filed notice (in a manner similar to notice filed under section 6323(f)) that payment of the deferred amount has been accelerated under section 6166(g) or 6166A(h).

(4) Lien to be in lieu of section 6324 lien. If there is a lien under this section on any property with respect to any estate, there shall not be any lien under section 6324 on such property with respect to the same estate.

Sec. 6323. Validity and priority against certain persons.

(b) Protection for certain interests even though notice filed.

Even though notice of a lien imposed by section 6321 has been filed, such lien shall not be valid--

(6) Real property tax and special assessment liens. With respect to real property, as against a holder of a lien upon such property, if such lien is entitled under local law to priority over security interests in such property which are prior in time, and such lien secures payment of--

(A) a tax of general application levied by any taxing authority based upon the value of such property;

(B) a special assessment imposed directly upon such property by any taxing authority, if such assessment is imposed for the purpose of defraying the cost of any public improvement, or

(C) charges for utilities or public services furnished to such property by the United States, a State or political subdivision thereof, or an instrumentality of any one or more of the foregoing.

(c) Protection for certain commercial transactions financing agreements, etc.--

(3) Real property construction or improvement financing agreement. For the purposes of this subsection--

(A) Definition. The term "real property construction or improvement financing agreement" means an agreement to make cash disbursements to finance--

(i) the construction or improvement of real property,

(ii) a contract to construct or improve real property, or

(iii) the raising or harvesting of a farm crop or the raising of livestock or other animals. For purposes of clause (ii), the furnishing of goods and services shall be treated as the disbursement of cash.

(B) Limitation on qualified property. The term "qualified property" means [illegible] real property [illegible] construction or improvement financing agreement [illegible]

(i) in the case of subparagraph (A)(i), the real property with respect to which the construction or improvement has been or is to be made,

(ii) in the case of subparagraph (A)(ii), the proceeds of the contract described [illegible]

(iii) in the case of subparagraph (A)(iii), property subject to the lien imposed by section 6321 at the time of tax lien filing and the crop or the livestock or other animals referred to in subparagraph (A)(iii).

(f) Place for filing notice; form

(1) Place for filing. The notice referred to in subsection (a) shall be filed

(A) Under state laws.

(i) Real property. In the case of real property, in one office within the State (or the county, or other governmental subdivision), as designated by the laws of such State, in which the property subject to the lien is situated; and

(ii) Personal property. In the case of personal property, whether tangible or intangible, in one office within the State (or the county, or other governmental subdivision), as designated by the laws of such State, in which the property subject to the lien is situated; or

(B) With clerk of district court. In the office of the clerk of the United States district court for the judicial district in which the property subject to the lien is situated, whenever the State has not by law designated one office which meets the requirements of subparagraph (A); or

(C) With Recorder of deeds of the District of Columbia. In the office of the Recorder of Deeds of the District of Columbia, if the property subject to the lien is situated in the District of Columbia.

(2) Situs of property subject to lien. For purposes of paragraphs (1) and (4), property shall be deemed to be situated

(A) Real property. In the case of real property, at its physical location; or

(B) Personal property. In the case of personal property, whether tangible or intangible, at the residence of the taxpayer at the time the notice of lien is filed.

For purposes of paragraph (2)(B), the residence of a corporation or partnership shall be deemed to be the place at which the principal executive office of the business is located, and the residence of a taxpayer whose residence is without the United States shall be deemed to be in the District of Columbia.

(3) Form. The form and content of the notice referred to in subsection (a) shall be prescribed by the Secretary or his delegate. Such notice shall be valid notwithstanding any other provision of law regarding the [illegible] notice [illegible]

A-151

A G R E E M E N T

Burleigh D. Binning Jr., Willard Binning, Joella Binning Dugan, and Josephine Binning, all of Pinedale, Wyoming, do hereby expressly agree to personal liability for, and consent to the collection of, any additional estate taxes imposed on the property described in Schedule A, by the application of Interal Revenue Code Section 2032A(c).

We hereby designate Josephine Binning, P.O. Box 685, Pinedale, Wyoming, as our representative for all matters relating to all Section 2032A property described in Schedule A.

Dated this 11 day of Feb, A.D. 1981

Josephine Binning
Josephine Binning

Willard R. Binning
Willard Binning

Burleigh D. Binning Jr.
Burleigh D. Binning Jr.

Joella Binning Dugan
Joella Binning Dugan

REC'D
EXAMINATION
CHEYENNE, WY

S C H E D U L E A

	Acres
T.35N., R.110W., 6th P.M. Sublette County, Wyoming	
Sec.4: Lots 2,3,and 4	117 acres
Sec.24: SE¼NE¼, E½E½SE¼	80 acres
Sec.25: E½NE¼NE¼	20 acres
T.36N., R.110W., 6th P.M. Sublette County, Wyoming	
Sec.26: S½SW¼SW¼	20 acres
Sec.33: SE¼	160 acres
Sec.34: SW¼, W½SW¼SE¼	180 acres
Sec.35: N½NW¼NW¼	20 acres

	Acres
T.34N., R.110W., 6th P.M., Sublette County, Wyoming	
Sec.1: Lot 3	38.34 acres
T.35N., R.109W., 6th P.M., Sublette County, Wyoming	
Sec.7: S3/4Lot 4, S3/4SE¼SW¼, S½SE¼	142 acres
Sec.18: Lots 1,2,3,6,7, NE¼NW¼, N½NE¼, SE¼NW¼, NE¼SW¼, SW¼NE¼, SE¼SW¼	591.25 acres
Sec.19: Lot 4, SE¼NW¼	81 acres
Sec.30: Lots 1,2,3, SW¼NE¼, NW¼SE¼, NE¼SW¼	235.24 acres
T.35N., R.110W., 6th P.M., Sublette County, Wyoming	
Sec.13: SE¼SE¼, SE¼NE¼, NE¼SE¼, NE¼NE¼	160 acres
Sec.24: NE¼NE¼	40 acres
Sec.25: E½SE¼NE¼	20 acres
Sec.4: Lot 1	39 acres
T.36N., R.110W., 6th P.M., Sublette County, Wyoming	
Sec.26: SE¼, N½SW¼, N½SW¼SW¼, SE¼SW¼	300 acres
Sec.27: S½	320 acres
Sec.28: S½NE¼, SE¼NW¼, SE¼, NE¼SW¼	320 acres
Sec.34: N½, N½SE¼, SE¼SE¼, E½SW¼SE¼	460 acres
Sec.35: NE¼, E½NW¼, SW¼NW¼, S½NW¼NW¼, SW¼	460 acres

	Acres
T.35N., R.109W., 6th P.M., Sublette County, Wyoming	
Sec.19: Lots 3,6, NE¼SW¼	122 acres

	Remainder Interest	Acres
T.35N., R.110W., 6th P.M., Sublette County, Wyoming		
Sec.36: NW¼	Willard Binning	160 acres
Sec.25: SW¼NE¼, S½NW¼	Willard Binning	120 acres
Sec.26: NE¼SE¼, S½NE¼, NW¼NE¼, N½NW¼	Willard Binning	240 acres
Sec.23: SW¼SE¼	Willard Binning	40 acres
Sec.4: S½N½	Willard Binning	160 acres
Sec.5: SE¼NE¼	Willard Binning	40 acres
Sec.4: N½S½	Willard Binning	160 acres
Sec.5: NE¼SE¼	Willard Binning	40 acres
Sec.13: W½SE¼	Willard Binning	80 acres
Sec.24: W½E½, W½E½SE¼	Willard Binning	200 acres
Sec.25: W½SE¼NE¼, W½NE¼NE¼	Willard Binning	40 acres
T.35N., R.109W., 6th P.M., Sublette County, Wyoming		
Sec.32: NE¼NW¼, NW¼NE¼	Joella Binning Dugan	80 acres
T.34N., R.110W., 6th P.M., Sublette County, Wyoming		
Sec.1: SE¼NE¼, NW¼SE¼	Joella Binning Dugan	80 acres
T.35N., R.109W., 6th P.M., Sublette County, Wyoming		
Sec.30: E½NW¼	Burleigh Binning Jr.	80 acres
Sec.30: S½SW¼, SW¼SE¼	Burleigh Binning Jr.	120 acres
Sec.31: E½SW¼, W½SE¼, NE¼, E½NW¼, Lot 1	Burleigh Binning Jr.	438.58 acres
Sec.30: SE¼SE¼	Burleigh Binning Jr.	40 acres
Sec.29: SW¼, E½NW¼	Burleigh Binning Jr.	240 acres
T.35N., R.110W., 6th P.M., Sublette County, Wyoming		
Sec.25: NE¼SE¼, E½SE¼SE¼	Burleigh Binning Jr.	60 acres
T.34N., R.109W., 6th P.M., Sublette County, Wyoming		
Sec.6: W½ of Lot 2, Lot 3	Burleigh Binning Jr.	60 acres
T.35N., R.109W., 6th P.M., Sublette County, Wyoming		
Sec.29: W½NW¼	Burleigh Binning Jr.	80 acres
Sec.30: E½NE¼, NW¼NE¼	Burleigh Binning Jr.	120 acres
Sec.19: S½SE¼, SE¼SW¼, Lot 7	Burleigh Binning Jr.	160 acres
T.34N., R.109W., 6th P.M., Sublette County, Wyoming		
Sec.7: Lots 1,2,3	Joella Binning Dugan	120 acres
Sec.6: Lots 6,7, NE¼SW¼	Joella Binning Dugan	120 acres
Sec.5: Lots 1,2,3,4, SW¼NE¼	Joella Binning Dugan	200 acres
T.35N., R.109W., 6th P.M., Sublette County, Wyoming		
Sec.32: S½S½, N½SE¼, NE¼SW¼, SE¼NW¼, S½NE¼ NE¼NE¼	Joella Binning Dugan	440 acres
Sec.33: W½NW¼	Joella Binning Dugan	80 acres

	Remainder Interest	Acres
T.35N., R.109W., 6th P.M., Sublette County, Wyoming		
Sec.6: Lot 5, SE¼NW¼, W½SW¼NE¼	Joella Binning Hogan	166 acres
T.35N., R.109W., 6th P.M., Sublette County, Wyoming		
Sec.25: W½SE¼, W½SE¼SE¼	Millard Binning	160 acres
Sec.13: W½NE¼	Millard Binning	80 acres

	Acres
T.34N., R.110W., 6th P.M., Sublette County, Wyoming	
Sec.24: SW¼	160 acres
T.35N., R.110W., 6th P.M., Sublette County, Wyoming	
Sec.1: SE¼SE¼	40 acres
T.36N., R.109W., 6th P.M., Sublette County, Wyoming	
Sec.5: S½ Lot 2, N½SW¼NE¼, N½SE¼, W½NE¼SE¼	160 acres
Sec.7: N½NE¼NW¼	20 acres
T.35N., R.109W., 6th P.M., Sublette County, Wyoming	
Sec.11: NE¼SE¼	40 acres
Sec.31: Lots 2,3,4	130 acres

[redacted] [redacted] [redacted]

ASSIGNMENT AND SUBSTITUTION OF PARTIES

THIS ASSIGNMENT is made this 14th day of October, 1980 by and between WALTER E. HOWARD and EVA M. HOWARD, husband and wife of B.& R. Trailer Court, Space # 152, Rock Springs, Wyoming, herein referred to as ASSIGNORS; and EDGAR FULTZ and VERA J. FULTZ, husband and wife, of 360 Valleyview Lane, North of Rock Springs, Wyoming, herein referred to as ASSIGNEES.

RECITALS

ASSIGNORS are buyers under that Agreement for Warranty Deed, dated August 16, 1979 by and between VICTOR D. FULTZ, a single man of Pinedale, Wyoming and ASSIGNORS, a copy of which is marked "Exhibit A" for identification, attached hereto and by this reference incorporated herein. ASSIGNORS desire to assign all of their rights, titles and interests in and under said Agreement for Warranty Deed to ASSIGNEES, and ASSIGNEES desire to accede to, and accept, ASSIGNORS' rights, titles and interests according to the following terms and conditions:

1. PROPERTY

The property concerned in this Assignment is that Agreement for Warranty Deed for the conveyance of Lot 102, in the Big Country Ranches, Fourth Filing, Sublette County, Wyoming.

2. PRICE AND MANNER OF PAYMENT

a. ASSIGNEE agrees to pay to the ORDER OF:

EVA M. HOWARD

the sum of Two Thousand Six Hundred Eighty and 38/100 ($2,680.38) Dollars on execution of this Assignment and Substitution of Parties as payment in full for the Assignment of ASSIGNORS' rights, titles and interests in and under that Agrement for Warranty Deed attached hereto as "Exhibit A".

b. ASSIGNEES agree to assume and be responsible for all remaining payments into Escrow described and identified under the terms of said Agreement for Warranty Deed.

3. ASSIGNMENT:

ASSIGNORS hereby assign, set over, transfer and quitclaim all of their rights, titles and interests in said Agreement and property to ASSIGNEES; and ASSIGNEES hereby accept and ratify said Assignment, thereby agreeing to assume the benefits and burdens of said Agreement as though ASSIGNEES were original parties thereto; with full substitution of parties thereto, thereby releasing ASSIGNORS from any further obligations or duty under said Agreement. This Assignment and Substitution effectively transfers all of ASSIGNORS' rights under said Agreement for Warranty Deed, but it is stipulated and agreed that this Assignment does not convey any rights superior to those stated in said Agreement for Warranty Deed.

4. ACKNOWLEDGMENT OF RECEIPT

a. ASSIGNORS hereby acknowledge receipt of $2,680.38 as payment in full for this Assignment and Substition of Parties.

b. ASSIGNEEES acknowledge receipt of the Agreement for Warranty Deed; Escrow Instructions, Purchase Contract and Receipt; and Amortization Schedule.

EXECUTED IN QUADRUPLICATE THE DATE FIRST MENTIONED ABOVE.

186188

RECORDED Aug 17 [redacted] 81 11:09 AM
IN BOOK 39 Misc PAGE 41
FEES 10.00 Land York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

ASSIGNORS:

Walter E. Howard
WALTER E. HOWARD

Eva M. Howard
EVA M. HOWARD

ASSIGNEES:

Edgar Fultz
EDGAR FULTZ

Vera J. Fultz
VERA J. FULTZ

STATE OF WYOMING,
COUNTY OF SWEETWATER, ss:

The foregoing Assignment and Substition of Parties was acknowledged before me this 13th day of October, 1980 by Walter M. Howard.

Lonieda Ann Robinson Gilbert
NOTARY PUBLIC

My Commission Expires:
Sept 16 1981

THE STATE OF WYOMING,
COUNTY OF ~~SWEETWATER~~ Sublette, ss:

The foregoing Assignment and Substition of Parties was acknowledged before me this 4th day of October, 1980 by Eva M. Howard.

Agnes Aho
NOTARY PUBLIC

My Commission Expires:
June 4, 1982

THE STATE OF WYOMING,
COUNTY OF SWEETWATER, ss:

The foregoing Assignment and Substitution of Parties was acknowledged before me this 4th day of October, 1980 by Edgar Fultz and Vera J. Fultz.

Agnes Aho
NOTARY PUBLIC

My Commission Expires:
June 4, 1982

AGREEME[redacted] WARRANTY DEED—FORM NO. 14 [redacted] THE MILLS COMPANY, SHERI[redacted]

THIS AGREEMENT, Made and entered into this 16th day of August 19 79, by and between VICTOR D. FULK, a single man,

of Pinedale, Sublette County, State of Wyoming, of the first part, and WALTER E. HOWARD and EVA M. HOWARD, husband and wife, as tenants of an estate by the entireties with full right of survivorship,

of Rock Springs, Sweetwater County, State of Wyoming, of the second part,

WITNESSETH, That the party of the first part, for and in consideration of the sum of ($ 350.00) Three Hundred Fifty and No/100 - DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; does hereby for himself and his heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to pro-rated taxes of A. D. 1979 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: **Lot 102 Big Country Ranches Fourth Filing as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; to prior mineral reservations of record; and to Restrictions Governing Big Country Ranches filed 10/3/78, Book 34 of Misc., page 534. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.**

SOLD FOR Fourteen Thousand Five Hundred and No/100 DOLLARS ($ 14,500.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said party of the first part, his heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$350.00 down; balance of $14,150.00 payable in 120 monthly payments of $179.16 which include interest at the rate of 9% per annum, first said payment due 9/16/79, succeeding payments due the 16th day of each month thereafter until paid in full.

Payable at the office of First National Bank of Pinedale with interest at the rate of 9 per cent per annum from date. Interest payable included. If principal or interest is not paid when due, the same to draw 9 per cent interest per annum from maturity until paid.

Right to accelerate payments in any multiple of $1,000.00 or the entire balance then due on any payment date after January 1, 1980, is hereby granted by party of the first part.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said party of the first part, his heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than None Dollars, in favor of and payable to party of the first part, as his interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of

Victor D. Fulk

Walter E. Howard

Eva M. Howard

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Victor D. Fulk, Walter E. Howard, Eva M. Howard, this 26th day of September, 19 79.

Witness my hand and official seal.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My commission expires April 22,1982

My Commission Expires: 4/22/82

Donna E. Sievers
Signature
Notary Public
Title of Officer

43

STATE OF WYOMING)
COUNTY OF Sweetwater) ss.

The foregoing instrument was acknowledged before me by WALTER E. HOWARD and EVA M. HOWARD this 15 day of September, 1979.

Witness my hand and official seal.

Elsie D. Whisler
Notary Public

My commission expires: 11-21-1982

ASSIGNMENT

_____ 19 ____

For VALUE RECEIVED, _____ hereby assign unto _____ all _____ right, title and interest in and to the within contract, and I authorize the part_____ of the first part therein to execute a deed to said _____ or to _____ heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS _____ _____
Party of the Second Part.

Consent is hereby given for the above assignment. _____
Party of the First Part.

DATE		TOTAL PAYMENT		INTEREST		PRINCIPAL		BALANCE		BY

Right - of - Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged, HERBERT MASCHNER, a single man of the County of Sublette and State of Wyoming hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

That part of the S½NE¼NE¼NW¼ of Section 16, T36N, R114W, Sublette County, Wyoming being part of that tract of record in the Office of the Clerk of Sublette County in Book 20 of Deeds on page 232 lying and being situate within the bounds of the UPPER HOBACK RIVER COUNTY ROAD NO. 23-174 described as follows:

See Exhibit "A"

This easement is to supplant that easement of record in said Office in Book 32 of Miscellaneous on page 594.

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches annd laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 12 day of Aug., 19 81.

Herbert Maschner
Herbert Maschner

STATE OF)
)§
COUNTY OF)

The foregoing instrument was acknowledged before me by Herbert Maschner this 12 day of August, 1981.

Witness my hand and official seal.

186191

THE STATE OF WYOMING

RECORDED August 17 19 81 1:20 PM
IN BOOK 39 Misc PAGE 45
FEES N/C Lois J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

Lois J Yake
Sublette County Clerk

My term expires: January 3, 1983

45

Exhibit "A"

UPPER HOBACK RIVER COUNTY ROAD NO. 23-174

To-wit:--

That part of the $E\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$ of Section 26, $N\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$ of Section 27, $NW\frac{1}{4}NW\frac{1}{4}$ of Section 34, $NE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$ of Section 33, T37N, R113W, and that part of Lots 2 and 3, the $SW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$ of Section 2, $NE\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$ of Section 3, $N\frac{1}{2}NW\frac{1}{4}$ of Section 10, $NE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$ Section 9, $E\frac{1}{2}W\frac{1}{2}$ of Section 16, $N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$ of Section 21, and the $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$ of Section 20, T36N, R114W, Sublette County, Wyoming described as follows:

A strip of land sixty feet in width the center-line described as follows:

BEGINNING at Station S_D Minus 0+94.31, N01°-16.5'W, 193.3 feet from the southeast corner of the $NE\frac{1}{4}NW\frac{1}{4}$ of said Section 26, T37N, R113W;
thence N26°-40.5'W, 94.31 feet to Station 0+00.00;
thence N14°-44.5'E, 141.88 feet to Station P.C. 1+41.88;
thence Northerly, 211.48 feet along a circular curve to the left through a central angle of 23°-25.6' with a radius of 517.22 feet and a tangent of 107.24 feet to Station P.T. 3+53.36;
thence N08°-41'W, 34.19 feet to Station P.C. 3+87.55;
thence Northwesterly, 129.78 feet along a circular curve to the left through a central angle of 25°-39.9' with a radius of 289.74 feet and a tangent of 66.00 feet to Station P.T. 5+17.33;
thence N34°-21'W, 10.06 feet to Station P.C. 5+27.39;
thence Northwesterly, 111.14 feet along a circular curve to the left through a central angle of 53°-32.0' with a radius of 118.95 feet and a tangent of 60.00 feet to Station P.T. 6+38.53;
thence N87°-53'W, 20.28 feet to Station P.C. 6+58.81;
thence Southwesterly, 110.19 feet along a circular curve to the left through a central angle of 56°-16.5' with a radius of 112.19 feet and tangent of 60.00 feet to Station P.T. 7+69.00;
thence S35°-50'W, 10.35 feet to Station P.C. 7+79.85;
thence Southerly, 123.16 feet along a circular curve to the left through a central angle of 45°-16.7' with a radius of 155.85 feet and tangent of 65.00 feet to Station P.T. 9+03.01
thence S09°-26'E, 240.08 feet to Station P.C. 11+43.09;
thence Southwesterly, 231.62 feet along a circular curve to the right through a central angle of 73°-44.9' with a radius of 179.95 feet and tangent of 134.93 feet to Station P.T. 13+74.71;
thence S64°-18.5'W, 40.78 feet to Station P.C. 14+15.49;
thence Southwesterly, 143.37 feet along a circular curve to the left through a central angle of 39°-30.4' with a radius of 207.93 feet and tangent of 74.67 feet to Station P.T. 15+58.86;
thence S24°-48'W, 433.38 feet to Station P.C. 19+92.24;
thence Southwesterly, 285.89 feet along a circular curve to the right through a central angle of 11°-10.4' with a radius of 1466.00 feet and tangent of 143.40 feet to Station P.T. 22+78.13;
thence S35°-58.5'W, 24.54 feet to Station P.C. 23+02.67;
thence Southerly, 211.90 feet along a circular curve to the left through a central angle of 20°-16' with a radius of 599.00 feet and tangent of 107.07 feet to Station P.T. 25+14.57;
thence S15°-42.5'W, 107.53 feet to Station P.C. 26+22.10;
thence Southerly, 161.10 feet along a circular curve to the right through a central angle of 11°-19.5' with a radius of 815.00 feet and tangent of 80.81 feet to Station P.T. 27+83.20;
thence S27°-02'W, 116.61 feet to Station P.C. 28+99.81;
thence Southwesterly, 216.15 feet along a circular curve to the right through a central angle of 18°-51.0' with a radius of 657.00 feet and tangent of 109.06 feet to Station P.T. 31+15.96;
thence S45°-53'W, 62.05 feet to Station P.C. 31+78.01;
thence Southwesterly, 123.65 feet along a circular curve to the right through a central angle of 28°-48.0' with a radius of 246.00 feet and tangent of 63.16 feet to Station P.T. 33+01.66;

thence S74°-41'W, 627.16 feet to Station P.C. 39+28.82;
thence Westerly, 87.03 feet along a circular curve to the right through a central angle of 13°-05.3' with a radius of 381.00 feet and tangent of 43.71 feet to Station P.T. 40+15.85;
thence S87°-46.5'W, 207.99 feet to Station P.C. 42+23.84;
thence Westerly, 57.43 feet along a circular curve to the left through a central angle of 15°-49.3' with a radius of 208.00 feet and tangent of 28.90 feet to Station P.T. 42+81.27;
thence S71°-57'W, 52.40 feet to Station P.C. 43+33.67;
thence Southwesterly, 213.56 feet along a circular curve to the left through a central angle of 21°-09.5' with a radius of 578.31 feet and tangent of 108.01 feet to Station P.T. 45+47.23;
thence S50°-47.5'W, 179.16 feet to Station P.C. 47+26.39;
thence Southerly, 121.72 feet along a circular curve to the left through a central angle of 36°08.1' with a radius of 193.00 feet and tangent of 62.96 feet to Station P.T. 48+48.11;
thence S14°-39.5'W, 6.45 feet to Station S_L 48 +54.56 BK = S_L 48+87.61 AH a point on west line of said Section 26, N02°-47.5'W, 89.94 feet from the southwest corner of the NW¼NW¼SW¼ of said Section 26;
thence S14°-39.5'W, 10.49 feet to Station P.C. 48+98.10;
thence Southwesterly, 219.95 feet along a circular curve to the right through a central angle of 24°-31.0' with a radius of 514.00 feet and tangent of 111.68 feet to Station P.T. 51+18.05;
thence S39°-16.5'W, 11.76 feet to Station P.C. 51+29.81;
thence Southwesterly, 285.15 feet along a circular curve to the right through a central angle of 35°-26.4' with a radius of 461.00 feet and tangent of 147.30 feet to Station P.T. 54+14.96;
thence S74°-37'W, 167.50 feet to Station P.C. 55+82.46;
thence Westerly, 119.88 feet along a circular curve to the left through a central angle of 05°-56.5' with a radius of 1156.00 feet and tangent of 59.99 feet to Station P.T. 57+02.34;
thence S68°-40.5'W, 25.77 feet to Station P.C. 57+28.11;
thence Westerly, 151.97 feet along a circular curve to the right through a central angle of 09°-01.4' with a radius of 965.00 feet and tangent of 76.14 feet to Station P.T. 58+80.08;
thence S77°-42'W, 137.52 feet to Station P.C. 60+17.60;
thence Westerly, 244.53 feet along a circular curve to the right through a central angl of 09°-20.4' with a radius of 1500.00 feet and tangent of 122.54 feet to Station P.T. 62+62.13;
thence S87°-02.5'W, 208.34 feet to Station P.C. 64+70.47;
thence Westerly, 119.01 feet along a circular curve to the left through a central angle of 13°-23.6' with a radius of 509.00 feet and tangent of 59.78 feet to Station P.T. 65+89.48;
thence S73°-38.5'W, 72.21 feet to Station P.C. 66+61.69;
thence Southwesterly, 250.55 feet along a circular curve to the left through a central angle of 05°-29.0' with a radius of 2618.00 feet and tangent of 125.37 feet to Station P.T. 69+12.24;
thence S68°-09.5'W, 521.26 feet to Station P.C. 74+33.50;
thence Southwesterly, 348.66 feet along a circular curve to the left through a central angle of 11°-43.4' with a radius of 1704.00 feet and tangent of 174.94 feet to Station P.T. 77+82.16;
thence S56°-26'W, 44.90 feet to Station P.C. 78+27.06;
thence Southwesterly, 145.21 feet along a circular curve to the left through a central angle of 09°-26.0' with a radius of 882.00 feet and tangent of 72.77 feet to Station P.T. 79+72.27
thence S46°-59.5'W, 146.79 feet to Station P.C. 81+19.06;
thence Southwesterly, 206.47 feet along a circular curve to the right through a central angle of 15°-24.2' with a radius of 768.00 feet and tangent of 103.86 feet to Station P.T. 83+25.53;
thence S62°-23.5'W, 729.95 feet to Station P.C. 90+55.48;
thence Southwesterly, 144.55 feet along a circular curve to the left through a central angle of 11°-44.8' with a radius of 705.00 feet and tangent of 72.53 feet to Station P.T. 92+00.03;
thence S50°-38.5'W, 196.71 feet to Station S_L 93+96.74 on south line of said Section 27, S89°-47.5'W, 137.25 feet from the northeast corner of the NW¼NW¼ of said Section 34;
thence S50°-38.5'W, 141.04 feet to Station 95+37.78;
thence S46°-45'W, 1480.48 feet to Station S_L 110+18.26 on west line of said Section 34, N00°-12'E, 247.27 feet from the southwest corner of said NW¼NW¼ of Section 34;
thence continuing S46°-45'W, 19.15 feet to Station 110+37.41;
thence S40°-34'W, 1490.17 feet to Station P.C. 125+27.58;
thence Southwesterly, 215.60 feet along a circular curve to the left through a central angle of 06°-22.0' with a radius of 1940.00 feet and tangent of 107.91

feet to Station P.T. 127+43.18;
thence S36°-11.5'W, 1763.42 feet to Station P.C. 145+06.60;
thence Southwesterly, 279.65 feet along a circular curve to the right through a central angle of 17°-50.5' with a radius of 898.00 feet and tangent of 140.96 feet to Station P.T. 147+86.25;
thence S54°-02.5'W, 1084.24 feet to Station P.C. 158+70.49;
thence Southwesterly, 307.94 feet along a circular curve to the right through a central angle of 08°-10.1' with a radius of 2160.00 feet and tangent of 154.23 feet to Station P.T. 161+78.43;
thence S62°-12.5'W, 47.69 feet to Station P.C. 162+26.12;
thence Southwesterly, 129.61 feet along a circular curve to the left through a central angle of 32°-25.6' with a radius of 229.00 feet and tangent of 66.59 feet to Station P.T. 163+55.73;
thence S29°-46.5'W, 29.18 feet to Station P.C. 163+84.91;
thence Southwesterly, 238.84 feet along a circular curve to the right through a central angle of 13°-29.7' with a radius of 1014.00 feet and tangent of 119.98 feet to Station P.T. 166+23.75;
thence S43°-16.5'W, 385.68 feet to Station S_L 170+09.43 on the south line of said Section 33, S89°-50'W, 129.22 feet from the southeast corner of the $SW\frac{1}{4}SW\frac{1}{4}$ of said Section 33;
thence continuing S43°-16.5'W, 643.47 feet to Station P.C. 176+52.90 BK = P.C. 177+72.88 AH;
thence Southwesterly, 266.94 feet along a circular curve to the left through a central angle of 15°-20.3' with a radius of 997.17 feet and tangent of 134.28 feet to Station P.T. 180+39.82;
thence S27°-56'W, 89.14 feet to Station P.C. 181+28.96;
thence Southwesterly, 316.57 feet along a circular curve to the right through a central angle of 17°-12.7' with a radius of 1053.83 feet and tangent of 159.49 feet to Station P.T. 184+45.53;
thence S45°-09'W, 1546.58 feet to Station 199+92.11;
thence S47°-49.5'W, 1872.24 feet to Station S_L 218+64.35 on the west line of said Section 2, N00°-21.5'W, 193.77 feet from the southwest corner of the $NW\frac{1}{4}SW\frac{1}{4}$ of said Section 2;
thence continuing S47°-49.5'W, 73.81 feet to Station P.C. 219+38.16;
thence Southwesterly, 196.70 feet along a circular curve to the right through a central angle of 20°-41.2' with a radius of 544.78 feet and tangent of 99.43 feet to Station P.T. 221+34.86;
thence S68°-30.5'W, 933.51 feet to Station P.C. 230+68.37;
thence Southwesterly, 245.25 feet along a circular curve to the left through a central angle of 08°-01.2' with a radius of 1752.08 feet and tangent of 122.83 feet to Station P.T. 233+13.62;
thence S60°-29.6'W, 1247.42 feet to Station 245+61.04;
thence Southwesterly, 288.74 feet along a circular curve to the right through a central angle of 09°-29.8' with a radius of 1741.90 feet and tangent of 144.70 feet to Station P.T. 248+49.78;
thence S69°-59.5'W, 360.80 feet to Station P.C. 252+10.58;
thence Southwesterly 181.32 feet along a circular curve to the left through a central angle of 10°-07.9' with a raidus of 1025.33 feet and tangent of 90.90 feet to Station S_L 253+91.90 on south line of said Section 3, S89°-35.6'W, 493.59 feet from the South one-quarter corner of said Section 3;
thence Southwesterly, 74.01 feet along a circular curve to the left through a central angle of 04°-08.1' with a radius of 1025.33 feet and tangent of 37.02 feet to Station P.T. 254+65.91;
thence S55°-43.3'W, 217.27 feet to Station 256+83.18;
thence S58°-08.6'W, 725.25 feet to Station P.C. 264+08.43;
thence Southwesterly, 177.34 feet along a circular curve to the right through a central angle of 05°-09.9' with a radius of 1967.24 feet and a tangent of 88.73 feet to Station P.T. 265+85.77;
thence S63°-18.5'W, 392.27 feet to Station P.C. 269+78.04;
thence Southwesterly, 263.49 feet along a circular curve to the right through a central angle of 20°-35.6' with a radius of 733.07 feet and tangent of 133.18 feet to Station P.T. 272+41.53;
thence S83°-54.1'W, 31.52 feet to Station P.C. 272+73.05;
thence Westerly, 189.63 feet along a circular curve to the left through a central angle of 20°-16.7' with a radius of 535.78 feet and tangent of 95.81 feet to Station P.T. 274+62.68; thence S59°-57'W, 235.00 feet to Station P.C. 276+97.68;
thence Southwesterly, 164.71 feet along a curcular curve to the right through a central angle of 04°-54.2' with a radius of 1924.44 feet and tangent of 82.41 feet to Station S_L 278+62.39 on west line of said Section 10, N00°-18.7'W, 199.45 feet from the southwest corner of the $NW\frac{1}{4}NW\frac{1}{4}$ of said Section 10;
thence Southwesterly, 10.69 feet along a circular curve to the right through a central angle of 00°-19.1' with a radius of 1924.44 feet and tangent of 5.34 feet to Station P.T. 278+73.08;
thence S67°-29.4'W, 223.25 feet to Station P.C. 280+96.33;
thence Westerly, 212.03 feet along a circular curve to the right through a central

angle of 21°-18.4' with a radius of 570.17 feet and tangent of 107.25 feet to Station P.T. 283+08.36;
thence S84°-55.8'W, 146.44 feet to Station P.C. 284+54.80;
thence Southwesterly, 184.91 feet along a circular curve to the left through a central angle of 72°-23.4' with a radius of 146.36 feet and tangent of 107.10 feet to Station P.T. 286+39.71;
thence S12°-32.4'W, 180.56 feet to Station P.C. 288+20.27;
thence Southwesterly 166.46 feet along a circular curve to the right through a central angle of 31°-58.3' with a radius of 298.30 feet and tangent of 85.46 feet to Station P.T. 289+86.73;
thence S44°-30.8'W, 64.43 feet to Station P.C. 290+51.16;
thence Southwesterly, 181.06 feet along a circular curve to the left through a central angle of 08°-50.3' with a radius of 1173.77 feet and tangent of 90.71 feet to Station P.T. 292+32.22;
thence S35°-40.5'W, 244.35 feet to Station P.C. 294+76.57;
thence Southwesterly, 220.43 feet along a circular curve to the right through a central angle of 48°-09.9' with a radius of 262.22 feet and tangent of 117.20 feet to Station P.T. 296+97.00;
thence S83°-50.4'W, 268.73 feet to Station P.C. 299+65.73;
thence Southwesterly, 192.30 feet along a circular curve to the left through a central angle of 54°-04.5' with a radius of 203.75 feet and tangent of 103.98 feet to Station P.T. 301+58.03;
thence S29°-45.9'W, 204.29 feet to Station P.C. 303+62.32;
thence Southwesterly, 220.33 feet along a circular curve to the right through a central angle of 06°-14.0 ' with a radius of 2025.26' and tangent of 110.27 feet to Station P.T. 305+82.65;
thence S35°-59.9'W, 669.16 feet to Station P.C. 312+51.81;
thence Southwesterly, 234.97 feet along a circular curve to the left through a central angle of 06°-49.0' with a radius of 1974.75 feet and tangent of 117.62 feet to Station P.T. 314+86.78;
thence S29°-10.9'W, 549.23 feet to Station 320+36.01;
thence S30°-05.7'W, 1135.02 feet to Station P.C. 331+71.03;
thence Southerly, 179.30 feet along a circular curve to the left through a central angle of 41°07.7' with a radius of 249.78 feet and tangent of 93.71 feet to Station P.T. 333+50.33;
thence S11°-02'W, 207.07 feet to Station S_L 335+57.40 on south line of said Section 9, S89°-46'W, 645.33 feet from the South one-quarter corner of said Section 9 and N89°-46'E, 22.67 feet from the northwest corner of the NE¼NE¼NW¼ of said Section 16;
thence S09°-56.3'E, 1139.76 feet to Station P.C. 346+97.16;
thence Southerly, 365.14 feet along a circular curve to the left through a central angle of 13°-43.6' with a radius of 1524.00 feet and tangent of 183.45 feet to Station P.T. 350+62.30;
thence S03°-47.3'W, 727.47 feet to Station P.C. 357+89.77;
thence Southwesterly, 217.91 feet along a circular curve to the right through a central angle of 46°-56.3' with a radius of 266.00 feet and tangent of 115.49 feet to Station P.T. 360+07.68;
thence S50°-43.5'W, 64.03 feet to Station P.C. 360+71.71;
thence Southerly, 72.87 feet along a circular curve to the left through a central angle of 35°-59.6' with a radius of 116.00 feet and tangent of 37.68 feet to Station P.T. 361+ 44.58;
thence S14°-44'W, 5.71 feet to Station P.C. 361+50.29;
thence Southeasterly, 95.80 feet along a circular curve to the left through a central angle of 40°-41.3' with a radius of 134.90 feet and tangent of 50.02 feet to Station P.T. 362+46.09;
thence S25°-57.5'E, 268.59 feet to Station P.C. 365+14.68 BK= P.C. 365+24.63 AH;
thence Southerly, 110.91 feet along a circular curve to the right through a central angle of 28°-14.5' with a radius of 225.00 feet and tangent of 56.60 feet to Station P.T. 366+35.54;
thence S02°-17'W, 1082,79 feet to Station P.C. 377+18.33;
thence Southerly, 170.93 feet along a circular curve to the right through a central angle of 05°-21.4' with a radius of 1828.00 feet and tangent of 85.53 feet to Station P.T. 378+89.26;
thence S07°-38.5'W, 85.54 feet to Station P.C. 379+74.80;
thence Southwesterly, 252.28 feet along a circular curve to the right through a central angle of 09°-03.8' with a radius of 1595.00 feet and tangent of 126.40 feet to Station P.T. 382+27.08;
thence S16°-42.2'W, 733.49 feet to Station P.C. 389+60.57;
thence Southwesterly, 41.77 feet along a circular curve to the left through a central angle of 10°-55.8' with a radius of 219.00 feet and tangent of 20.95 feet to Station P.T. 390+02.34;
thence S05°-46.5'W, 35.54 feet to Station S_L 390+37.88 on south line of said Section 16, N87°-57.3'W, 818.11 feet from the South one-quarter corner of said Section 16;
thence continuing S05°-46.5'W, 75.16 feet to Station 391+13.04;

thence Southwesterly, 154.03 feet along a circular curve to the right through a central angle of 35°-43.8' with a radius of 247.00 feet and tangent of 79.61 feet to Station P.T. 392+67.07;
thence S41°-30.6'W, 303.98 feet to Station P.C. 395+71.05;
thence Southwesterly, 325.75 feet along a circular curve to the right through a central angle of 05°-37.4' with a radius of 3319.00 feet and tangent of 163.00 feet to Station P.T. 398+96.80;
thence S47°-08'W, 810.67 feet to Station P.C. 407+07.47;
thence Southerly, 157.76 feet along a circular curve to the left through a central angle of 33°-36.2' with a radius of 269.00 feet and tangent of 81.22 feet to Station P.T. 408+65.23;
thence S13°-31.9'W, 100.81 feet to Station P.C. 409+66.04;
thence Southwesterly, 158.92 feet along a circular curve to the right through a central angle of 26°-46.8' with a radius of 340.00 feet and tangent of 80.94 feet to Station P.T. 411+24.96;
thence S40°-18.7'W, 554.98 feet to Station P.C. 416+79.94;
thence Southwesterly, 253.98 feet along a circular curve to the left through a central angle of 09°-53.5' with a radius of 1471.00 feet and tangent of 127.31 feet to Station P.T. 419+33.92;
thence S30°-25.2'W, 32.74 feet to Station S_L 419+66.66 on west line of said Section 21, N00°-04'W, 316.44 feet from the West one-quarter corner of said Section 21;
thence continuing S30°-25.2'W, 636.11 feet to Station P.C. 426+02.77;
thence Southwesterly, 347.30 feet along a circular curve to the right through a central angle of 09°-12.8' with a radius of 2160.00 feet and tangent of 174.03 feet to Station P.T. 429+50.07;
thence S39°-37.9'W, 307.97 feet to Station P.C. 432+58.04;
thence Southwesterly, 259.71 feet along a circular curve to the left through a central angle of 17°-27.9' with a radius of 852.00 feet and tangent of 130.87 feet to Station P.T. 435+17.75;
thence S22°-10'W, 447.90 feet to Station P.C. 439+65.65;
thence Southwesterly, 266.08 feet along a circular curve to the right through a central angle of 10°-18.0' with a radius of 1480.00 feet and tangent of 133.40 feet to Station P.T. 442+31.73;
thence S32°-28'W, 295.55 feet to Station 445+27.28 the POINT OF ENDING, N59°-26.5'W, 1513.74 feet from the southeast corner of said Section 20;

the base bearing for this survey is the east line of the southeast quarter of said Section 20, being N00°-04'W;

all in accordance with the plat prepared and filed for record in the Office of the Clerk of Sublette County for UPPER HOBACK RIVER COUNTY ROAD NO. 23-174 dated 14 June 1981.

Paul N. Scherbel
Surveyor Scherbel, Ltd.
Registered Land Surveyor No. 164
Big Piney, Wyoming 83113

30 June 1981

"Modification in any way of the foregoing description terminates liability of the survey

N O T I C E O F C O N T R A C T I N T E R E S T

TO WHOM IT MAY CONCERN:

TAKE NOTICE that Kristen M. Berg, formerly Kristen M. Hardy, a single person, who resides at 1129 Orchard, Napa, California, 94558, has conveyed, transferred and assigned to Costantino Construction Co., Inc., a Wyoming corporation officed at Rock Springs (P.O. Box 1651), Wyoming, 82901, all of her right, title and interest in and to her contract of sale with C L Bar Ranches, a partnership, covering Tract 12, described as the SE4NW4 of Section 30, T35N, R110W of the 6th PM Sublette County, Wyoming; that said sale is escrowed at the State Bank of Big Piney, Wyoming; that said bank holds a warranty deed from Kristen M. Berg, a single person, as grantor, to Costantino Construction Co., Inc., a Wyoming corporation, as grantee; that said deed will be delivered to the grantee upon payment in full of the sums owed under said escrow, including the sum owed to the grantor; and that anyone demonstrating proper interest shall be given the right to inspect all matters contained in said escrow file.

TAX NOTICES and other notices should hereafter be directed to:

Costantino Construction Co., Inc.
P. O. Box 1651
Rock Springs, Wyoming, 82901

Seller:

Kristen M. Berg
Kristen M. Berg

Buyer:

COSTANTINO CONSTRUCTION CO., INC.

By John L. Costantino
President

Attest Paul E Costantino
Secretary

THE STATE OF CALIFORNIA,)
: ss.
County of Napa.)

The foregoing notice of contract interest was acknowledged before me by Kristen M. Berg, a single person, this 6 day of ~~July~~ August, 1981. Given under my hand and notary seal.

Commission Expires: Jan 25, 1984

Carolyn Kaye Baxter
Notary Public

CAROLYN KAYE BAXTER
Official Seal
Notary Public
Napa County
State of California
My Comm. Expires Jan. 25, 1984

186204

RECORDED August 17th 1981 4:50 P M
IN BOOK 39 Misc PAGE 51
FEES $ 10.00 Paid
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

THE STATE OF WYOMING,)
: ss.
County of Sweetwater.)

The foregoing notice of contract interest was acknowledged before me by John R. Costantino, president, and Paul E. Costantino, secretary, of Costantino Construction Co., Inc., a Wyoming corporation, this 17th day of ~~July~~ August, 1981. Given under my hand and notary seal.

Commission Expires:

My Commission Expires May 9, 1984

Mary Porter
Notary Public

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That MIKE KOSTAKIS and THEARO KOSTAKIS, husband and wife, of the Town of Pinedale, County of Sublette and State of Wyoming, the parties of the first part, for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration, to them in hand paid by JOHN D. AMOS and BOBBIE L. AMOS, husband and wife, of the Town of Big Piney, County of Sublette, and State of Wyoming, the parties of the second part, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto the said parties of the second part, their heirs, administrators and assigns, the following described property, to-wit:

All buildings, improvements and appurtenances appertaining to Lot Twelve (12), Sylvan Bay Summer Homesites, Sublette County, Wyoming, which Lot Twelve (12), Sylvan Bay Summer Homesites is land leased from the U.S. Forest Service;

TO HAVE AND TO HOLD the same to the said parties of the second part, their heirs, administrators, executors and assigns forever. And we do for ourselves, heirs, executors and administrators covenant and agree to and with the said parties of the second part, their heirs, executors, administrators and assigns to warrant and defend the sale of said property, goods and chattels hereby made unto the said parties of the second part, their heirs, executors, administrators and assigns against all persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, we have hereunto set ours hands this 14th day of August, 1981.

186207

Mike Kostakis
Mike Kostakis

Thearo Kostakis
Thearo Kostakis

RECORDED Aug 18 1981 10:30 A.M.
IN BOOK 39 Misc PAGE 53
FEES 6.00 Lavi O Yak COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McKinnis

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Bill of Sale was acknowledged before me by Mike Kostakis and Thearo Kostakis, husband and wife, this 14th day of August, 1981.

Witness my hand and official seal.

Don Tegeler
Notary Public

My Commission Expires:

Don Tegeler Notary Public
County of Sublette State of Wyoming
My Commission Expires Dec 13, 1982

MEMORANDUM OF SALE

TO WHOM IT MAY CONCERN:

Please take notice that HOBACK RANCHES, INC., a Wyoming corporation of Afton, Lincoln County, Wyoming, as SELLER, and RUTHIE PRYPUTNIEWICZ, a single woman, of General Delivery, Alpine, Wyoming 83128 of _____, as BUYER, have delivered to the Star Valley State Bank at Afton, Wyoming 83110 _____ as Escrow Agent of the Parties, a Real Estate Sales Agreement dated the 1st day of August, 19 81, wherein SELLER has agreed to sell and BUYER has agreed to buy, pursuant to the terms of said Agreement, the following described real property located in Sublette County, Wyoming, to-wit:

NW¼SW¼NW¼ of Section 11, Township 36 North, Range 113 West of the 6th P.M., Sublette County, Wyoming.

186218

RECORDED Aug 19 1981 8:00 A M
IN BOOK 39 Misc PAGE 55
FEES $4.00 Laura Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

and a Warranty Deed conveying the property described above from SELLER to BUYER, which the said Escrow Agent shall hold, pursuant to the written Escrow Instructions, until the terms and conditions of the said Agreement have been fully complied with.

DATED: August 1, 1981

(CORPORATE SEAL)

ATTEST: _____
Secretary

HOBACK RANCHES, INC.

By: _____
Executive Vice-President

STATE OF WYOMING)
) SS
COUNTY OF LINCOLN)

Before me this day the undersigned authority personally appeared DUANE E. THOMAS, known by me personally to be the executive vice-president of HOBACK RANCHES, INC., the SELLER described in the foregoing instrument, and acknowledged that he executed the foregoing instrument on behalf of and with authorization of the Board of Directors of said Corporation. Witness my hand and official seal this 1st day of August, 1981.

(SEAL)

_____
NOTARY PUBLIC

My commission expires: March 8, 1985

A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

186220

RECORDED August 19 1981 9:45A
IN BOOK 39 Misc PAGE 56
FEES 6.00 Laura York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McInnis

V. L. LOONEY being first duly sworn upon his oath, according to law, deposes and says:

1-

That by written agreement made and entered on the 17th day of July, 1981, this affiant, V. L. LOONEY, and his wife, PATRICIA E. LOONEY, of Pinedale, Wyoming, Parties of the first part under said agreement and denoted therein as "Seller", did promise, covenant and agree to sell and convey the following described lands and real estate situate in the County of Sublette and State of Wyoming, to-wit:

Lot 11 of the Sunny Slope Subdivision as said subdivision appears on the plat and map thereof approved by the Board of County Commissioners of Sublette County, Wyoming, on the 19th day of August, 1980, and on file and of record in the office of the County Clerk of Sublette County, Wyoming;

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO easements and rights of way of record or in actual use for telephone lines, electric transmission lines, and irrigation ditches and canals, AND SUBJECT FURTHER TO all outstanding mineral interests, AND SUBJECT FURTHER TO all restrictions appearing on the aforesaid plat and map of said subdivision, but otherwise FREE AND CLEAR of all exceptions, reservations, defects and encumbrances,

unto JOE M. MELINKOVICH and EMMA J. MELINKOVICH, husband and wife, of P. O. Box 38, Rock Springs, Wyoming 82901, Parties of the Second Part under said agreement and in said agreement denoted as "Purchaser";

2-

That the consideration for said property is to be paid in in-

stallments and the final installment of said consideration, together with interest, is to be made on the 15th day of August, 1991, unless sooner paid;

3-

Upon payment of the consideration for said lands, purchase price, as set forth in said agreement, together with all interest, on the 15th day of August, 1991, or such other time as payment of the purchase price and interest shall be made, Seller will convey by statutory form of warranty deed the above described lands and real estate unto Purchaser;

4-

Possession of the above real property has been delivered unto Purchaser and Purchaser may remain in possession thereof so long as compliance is made with all of the material covenants of said agreement, including the payment of purchase price, together with interest;

5-

Said agreement contains the usual and customary provisions for recovery of the property, and termination of the interests of Purchaser, in event of default in the payment of purchase price, together with interest, and other material covenants of the agreement;

6-

All taxes levied upon said property in the year 1981, and prior years, are to be paid by Seller;

7-

All taxes levied upon said property in the year 1982, and thereafter, are to be paid by Purchaser.

V. L. Looney
V. L. LOONEY

Subscribed and sworn to before me this 18th day of August, 1981.

Faye Hammons
Notary Public

FAYE HAMMONS Notary Public
County of Sublette State of Wyoming
My Commission expires November 22 1983

My commission expires:

57

58

AGREEMENT FOR WARRANTY DEED—FORM NO. 14 THE MILLS COMPANY, SHERIDAN

THIS AGREEMENT, Made and entered into this 18th day of May 19 80, by and between VICTOR D. FULK, a single man,

of Pinedale, Sublette County, State of Wyoming, of the first part, and CHUCK THOMPSON Box 241

of Superior, Sweetwater County, State of Wyoming, of the second part,

WITNESSETH, That the party of the first part, for and in consideration of the sum of ($ 400.00) Four Hundred and No/100 - DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said party of the second part, his heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on his part to be kept and performed; do es hereby for himself and his heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said party of the second part by a good and sufficient Warranty Deed, subject, however, to 7/12 of the taxes of A. D. 1980 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: Lot 91 Big Country Ranches Fourth Filing as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; to prior mineral reservations of record; and to Restrictions Governing Big Country Ranches filed 10/3/78 in Book 34 of Misc., page 534. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

SOLD FOR Fifteen Thousand Five Hundred and No/100 DOLLARS ($ 15,500.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the party of the second part do es hereby, for himself and his heirs, executors, administrators and assigns, covenant, promise and agree to and with the said party of the first part, his heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$400.00 down; balance of $15,100.00 payable in 120 monthly payments of $191.30 which include interest at the rate of 9% per annum, first said payment due 6/30/80, succeeding payments due the 30th day of each month thereafter until paid in full.

186221

RECORDED August 19 1980 10:30 AM
IN BOOK 39 Misc PAGE 58
FEES $6.00 Lena D Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Deputy

Payable at the office of First National Bank of Pinedale With interest at the rate of 9 per cent per annum from date. Interest payable xxxx included. If principal or interest is not paid when due, the same to draw 9 per cent interest per annum from maturity until paid.

Right to accelerate payments in any multiple of $1,000.00 or the entire balance then due on any payment date after January 1, 1981, and thus reduce interest is hereby granted by party of the first part.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said party of the second part, his heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on his part to be performed, then said party of the first part, his heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said party of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The party of the second part agrees to keep the buildings on said premises insured in a sum not less than None Dollars, in favor of and payable to party of the first part, as his interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of

Victor D. Fulk

Chuck Thompson

Chuck Thompson

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Victor D. Fulk,

this 21st day of May, 1980.

Witness my hand and official seal.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My commission expires April 22,1982

Donna E Sievers
Signature

Notary Public
Title of Officer

My Comm [redacted] Expires: 4/22/82

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me by CHUCK THOMPSON this 4 day of JUNE, 1980.

Witness my hand and official seal.

Jacqueline D. Greene
Notary Public

My commission expires: June 24, 1982

ASSIGNMENT

_____ 19___

For VALUE RECEIVED, _____ hereby assign unto _____

all _____ right, title and interest in and to the within contract, and I authorize the part ___ of the first part therein to execute a deed to said _____ or to ___ heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS _____ _____
Party of the Second Part.

Consent is hereby given for the above assignment. _____
Party of the First Part.

DATE	TOTAL PAYMENT	INTEREST	PRINCIPAL	BALANCE	BY

[redacted] RECORDED Aug [redacted] t 20 1981 1100 A.M.

1862234 IN BOOK 39 Misc PAGE 60

FEES $4 dlrs Lois J Yake COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Dorothy M Klein

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Agreement for Warranty Deed, dated the 12th day of August, 1981, between HAROLD N. BENNETT, as Trustee of the Harold N. Bennett Family Trust, as Seller, and COURTNEY W. DAVIS and SHARON K. DAVIS, husband and wife, as Buyers, the Seller did agree to sell and the Buyers did agree to buy a certain tract of real property, to-wit:

> Lots Eight (8) and Nine (9) Favazzo Subdivision (Favazzo Subdivision No. 1) as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO Restrictive Covenants dated 10/31/67 and filed for record 10/31/67 in Book 24 of Misc., page 417; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

Buyers' address for tax purposes is: P.O. Box 280, Pinedale, WY 82941.

There are many other covenants in the original Agreement For Warranty Deed of which each party has a copy, and which is also escrowed in the First National Bank of Pinedale, Pinedale, Wyoming 82941.

DATED this 19th day of August, 1981.

SELLER:

Harold N Bennett

HAROLD N. BENNETT, as Trustee of the Harold N. Bennett Family Trust

BUYERS:

COURTNEY W. DAVIS

Sharon K. Davis

SHARON K. DAVIS

State of Wyoming)
Sublette County) SS.

The foregoing instrument was acknowledged before me by Courtney W. Davis and Sharon K. Davis this 2nd day of August, 1981.

KAREN K. KIEVER NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Karen K Kiever
Notary Public

My Commission expired.
March 14, 1983

STATE OF WYOMING)
) SS.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by HAROLD N. BENNETT this 19th day of August, 1981.

WITNESS my hand and official seal.

Vicky Jo McMullen NOTARY PUBLIC Teton County State of Wyoming My Commission Expires March 8, 1985

Notary Public

My commission expires: 3/8/85

AFFIDAVIT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

Orlie D. Rounkles and Carol Ann Rounkles, husband and wife, and Patrick C. Mattimoe, their attorney, being first duly sworn upon their oaths according to law, depose and say:

1. That on May 8, 1980, Orlie D. Rounkles and Carol Ann Rounkles filed their Plan in accordance with Chapter Thirteen of Title Eleven, United States Code, in the United States Bankruptcy Court, District of Wyoming, Case No. 80-00089.

2. That said Plan provided for the assumption of two executory contracts, including that certain unrecorded Agreement executed by and between Harold L. Wilder and Dorothy D. Wilder, husband and wife, as Sellers, and Orlie D. Rounkles and Danny Joe Dohner, as Buyers, for the purchase by Buyers from Sellers of the real property described as "The North 95 feet of Lots 1, 2 and 3, Block 22 of the Fear Addition to the Town of Big Piney, Sublette County, Wyoming".

3. That said Plan further provided that debtors, Orlie D. Rounkles and Carol Ann Rounkles, remain in possession of the real property described in No. 2 above.

4. That said Plan was confirmed by Harold L. Mai, Bankruptcy Judge, United States Bankruptcy Court, District of Wyoming, by Order Confirming Plan entered on June 10, 1980 and filed June 12, 1980.

5. That by virtue of and in accordance with the provisions of 11 USC 1327 (b), the confirmation of said Plan vested all of the property of the estate, including debtor's interest in the real property described in No. 2 above, in the debtors, Orlie D. Rounkles and Carol Ann Rounkles.

186235

Orlie D. Rounkles

Orlie D. Rounkles

Carol Ann Rounkles

Carol Ann Rounkles

Patrick C. Mattimoe

Patrick C. Mattimoe

RECORDED August 20 1981 3:00 P M
IN BOOK 39 Misc PAGE 61
FEES $8.25 Dorothy M. Stone COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stone

The foregoing Affidavit was acknowledged before me by Orlie D. Rounkles, Carol Ann Rounkles and Patrick C. Mattimoe, this 29th day of June, 1981.

Witness my hand and official seal.

Notary Public

My Commission Expires:

2-28-84

63 Rec'd 6/13/80

SOF 13-15
(Rev. 10/79)

United States Bankruptcy Court

For the _____ District of Wyoming

In re*
ORLIE DEWAYNE ROUNKLES and
CAROL ANN ROUNKLES
dba Big Piney Motors

Case No. 80-00089

Debtor, Soc. Sec. No. _____

ORDER CONFIRMING PLAN

The debtor's plan filed on May 8, 1980

appropriate, as modified by a modification filed on

,] having been transmitted to his creditors; and

[*If appropriate*] The deposit required by the plan in the sum of $

having been made; and

FILED
JUN 12 1980
Joyce W. Harris, Clerk
United States Bankruptcy Ct
District of Wyoming

It having been determined after notice and a hearing that:

(1) the plan complies with the provisions of this chapter and with other applicable provisions of this title;
(2) any fee, charge, or amount required under 28 U.S.C. chapter 123 or by the plan, to be paid before confirmation, has been paid;
(3) the plan has been proposed in good faith and not by any means forbidden by law;
(4) the value, as of the effective date of the plan, of property to be distributed under the plan on account of each allowed unsecured claim is not less than the amount that would be paid on such claim if the estate of the debtor were liquidated under 11 U.S.C. chapter 7 on such date;
(5) with respect to each allowed secured claim provided for by the plan—
  (A) the holder of such claim has accepted the plan;
  (B)(i) the plan provides that the holder of such claim retain the lien securing such claim; and
    (ii) the value, as of the effective date of the plan, of property to be distributed under the plan on account of such claim is not less than the allowed amount of such claim; or
  (C) the debtor surrenders the property securing such claim to such holder; and
(6) the debtor will be able to make all payments under the plan and to comply with the plan;

It is ordered that:

1. The debtor's plan [*if appropriate*, as modified] be and it hereby is confirmed.

2. On July 1, 1980 , and each month thereafter until further order, the debtor shall pay [*or*

,the employer of the debtor, shall deduct from the wages, salary, or commissions of the debtor and pay] to the trustee, Ken McCartney, Esq.
,of** 721 East Lincolnway, Cheyenne, WY 82001 ,

the sum of $ 2,584.04 .

3. Within ten days after this order of confirmation is filed, debtor shall pay to trustee a deposit equal to the sum of the monthly payments of the amount specified by the plan commencing on the first day of the first month subsequent to the date of filing the petition and concluding the first day of the month immediately preceding the date of confirmation of the plan.

Dated: June 10, 1980.

BY THE COURT

CERTIFIED A TRUE COPY
Joyce W. Harris
Clerk
By Pat Trumbull
Deputy Clerk

Bankruptcy Judge

*Include all [redacted] by debtor within last 6 years.
**State post [redacted] ess..

[redacted] 721 [redacted]

AGREEME[redacted] WARRANTY DEED—FORM NO. 14 [redacted] THE MILLS COMPANY, BHE[redacted]

THIS AGREEMENT, Made and entered into this 10th day of August 19 81, by and between REX J. WASDEN, personally and under power of attorney from AFTON N. WASDEN, his wife, and GLADE J. WASDEN and KAY M. WASDEN, husband and wife,

of Rexburg, Madison County, State of Idaho, of the first part, and

ELAINE COLON
3410 Blue Grass Court

of Morgan Hill 95037, Santa Clara County, State of California, of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of ($8,000.00) Eight Thousand and No/100 - - -

STATE OF Alaska)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by ELAINE COLON this 13th day of August, 1981.

Witness my hand and official seal.

Notary Public

My commission expires: 10/14/83

ASSIGNMENT

_____ 19____

For VALUE RECEIVED, _____ hereby assign unto _____ all _____ right, title and interest in and to the within contract, and I authorize the part _____ of the first part therein to execute a deed to said _____ or to _____ heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS _____ _____
Party of the Second Part.

Consent is hereby given for the above assignment. _____
Party of the First Part.

DATE	TOTAL PAYMENT	INTEREST	PRINCIPAL	BALANCE	BY
	186244				

RECORDED August 21 1981 2:15 P M.
IN BOOK 39 Misc PAGE 64
FEES $6.00 Paid
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
by Dorothy M. Towne

AGREEMENT FOR

WARRANTY DEED

FROM

TO

Dated _____, 19____

Expires _____, 19____

Lot _____

Block _____

Add. _____

[redacted] [redacted] [redacted]

AGREEMENT FOR WARRANTY DEED—FORM NO. 14 THE MILLS COMPANY, CHEYENNE

THIS AGREEMENT, Made and entered into this 20 day of August 1981, by and between DONALD D. SHRIVER and CHARLENE G. SHRIVER, husband and wife,

of Pinedale, Sublette County, State of Wyoming, of the first part, and CHRISTOPHER W. MICHAEL and KATHLEEN KAY MICHAEL, husband and wife, 116 UTE CIRCLE

of Evanston, Uinta County, State of Wyoming, of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of ($1,500.00) Fifteen Hundred and no/100 ---------- DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to proration of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lot Number Thirty-nine (39), Half Moon Mountain Subdivision, Fourth Filing, located in T33N, R108W, of the 6th P.M., Sublette County, Wyoming, as the same appears of record in the office of the Sublette County Clerk; TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions of record or in use; SUBJECT TO easements and rights-of-way of record or in use; SUBJECT TO those covenants of Half Moon Mountain Subdivision recorded July 3, 1973, in Book 29 of Misc., page 69, SUBJECT TO any and all building reservations and restrictions of record or in use.

SOLD FOR Eighteen Thousand and no/100 -------- DOLLARS ($ 18,000.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said parties of the first part, their heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

The sum of $1,500.00 to be paid to Sellers by Buyers at the time of signing this Agreement. The balance of $16,500.00 to be payable in ten (10) annual installments, the first said payment due on February 20, 1982, in the sum of $1,308.36, and the remaining nine (9) annual installments to be paid each in the sum of $2,616.72, with the first of said remaining nine (9) annual installments due on February 20, 1983, and annually thereafter until the balance of principal and interest is paid in full.

Payable at the office of Donald Shriver with interest at the rate of 10 per cent per annum from date. Interest payable annually. If principal or interest is not paid when due, the same to draw 10 per cent interest per annum from maturity until paid.

186353

RECORDED Aug 24 1981 2:00 PM
IN BOOK 39 Misc PAGE 66
FEES 4.00 Lois A. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK by Peg Carney

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said parties of the first part, their heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than no ---------- Dollars, in favor of and payable to parties of the first part, as their interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of

Christopher W. Michael
CHRISTOPHER W. MICHAEL

Kathleen Kay Michael
KATHLEEN KAY MICHAEL

Donald D. Shriver
DONALD D. SHRIVER

Charlene G. Shriver
CHARLENE G. SHRIVER

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Donald D. Shriver, Charlene G. Shriver, Christopher W. Michael, and Kathleen Kay Michael, this 24th day of August, 1981.

Witness my hand and official seal.

Carolyn L. Abercrombie
Signature

Notary Public
Title of Officer

My Commission Expires: 11/2/82

66

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

WITHIN AND FOR SUBLETTE COUNTY, WYOMING

ROBERT M. HILGENFELD and HERBERT M. HILGENFELD, Plaintiff, -vs- C. J. BARNHISEL, THOMAS H. ORCUTT, CROWELL OLIVER ORCUTT, RICHARD C. LEONARD and ELLEN B. LEONARD, if living, otherwise, the surviving spouses, heirs, devisees, assignees and creditors of such persons, and all persons and entities unknown claiming any estate, right, title or interest in the real property described in plaintiffs complaint, and including those persons who may be incompetents, minors or members of the military service of the United States of America, Defendants.	Civil Action No. 2960

DECREE QUIETING TITLE TO REAL PROPERTY

This matter came before the Court this day for hearing on the complaint of Robert M. Hilgenfeld and Herbert M. Hilgenfeld, to quiet title to certain real property. Having examined all matters on file in this case and being sufficiently advised in the premises the Court finds as follows:

1. That all defendants to be served by publications were duly served in the manner prescribed by law; that subsequent to 30 days after the last publication date of the notice to such defendants their defaults for failure to answer or otherwise plead as to plaintiffs' complaint were duly taken and entered; that an attorney was properly appointed to represent all unknown heirs, incompetents, minors and members of the military service; that said attorney has answered plaintiffs' complaint; that the attorney representing said defendants was given written notice and a copy of the Court's order setting plaintiffs' petition for trial; that said attorney has made no other appearance in this case, except to file the afore-mentioned answer; that an attorney made an appearance and filed an answer on behalf of defendant Crowell Oliver Orcutt, but withdrew objection to plaintiffs' complaint in accordance with the terms of a stipulation and agreement on file herein; that all defendants appearing herein were given notice of the hearing date of plaintiffs' petition, and that they did not protest or appear; that the publisher's affidavit and certifications contained herein evidence that all defendants were properly served with process, that they and the real property hereafter described are within the jurisdiction of this Court, and that the parties against whom defaults were entered still remain in defaul

2. That plaintiffs are the fee simple owners and in possession of Lots 10, 11 and 12 in Block 3, of the Townsite of Shelter Park, Sublette County, Wyoming.

3. That none of the defendants have any claims, estates, rights, titles or interests in said real property which are adverse to those of the plaintiffs.

186357

RECORDED August 24 1981 4:10 P M
IN BOOK 39 Misc PAGE 67
FEES $ 6.00 Lois Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Peg Cudney
67

FILED
BY: Ellen L. Neely
AUG 24 1981
ELLEN L. NEELY
CLERK OF DIST. COURT
PINEDALE, WYO.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. That Robert M. Hilgenfeld and Herbert M. Hilgenfeld are the fee simple owners of Lots 10, 11 and 12 in Block 5, of the Townsite of Shelter Park, Sublette County, Wyoming, and that the tax deed under which they obtain title, including all proceedings had in connection therewith, are declared to have been proper in all particulars.

2. That neither the defendants have any claim, right, title or interest in said real property, and that the plaintiffs are the sole fee simple owners thereof, free and clear of all interests or objections which any of the defendants may have had in said real property.

3. That the title to said real property be, and the same is hereby forever quieted as to all defendants in this action, and decreed to be vested solely in plaintiffs Robert M. Hilgenfeld and Herbert M. Hilgenfeld.

ENTERED this 21 day of Aug, 1981.

Robert E. Rauch
Judge of the District Court

The State of Wyoming
County of Sublette

I, Ellen Neely, Clerk of the Ninth Judicial District Court within and for said County and in the State aforesaid Do Hereby Certify the Foregoing to be a Full, True and Complete Copy.

Signed: .....

AGREEME[redacted] WARRANTY DEED—FORM NO. 14 [redacted] THE MILLS COMPANY, CHEY[redacted]

THIS AGREEMENT, Made and entered into this 30th day of June 19 81, by and between RICHARD R. NOBLE and HELEN LOUISE NOBLE, husband and wife,

of Cora, Sublette County, State of Wyoming, of the first part, and CHARLES A. MILLER and JOHAR MILLER, trustees of the Family Trust,

of 38402 Vista Del Sol Rancho Mirage 92270 Riverside County, State of California, of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of ($ 500.00*)

Five Hundred and No/100---------- DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to 1/2 of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: a Tract of land described as follows: NW¼SW¼ Section 3, Township 34 North, Range 110 West of the 6th P. M., Sublette County, Wyoming; TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO existing oil and gas lease and RESERVING, HOWEVER, UNTO GRANTORS, an undivided 50% of all oil, gas and all other minerals and mineral rights; GRANTING UNTO THE GRANTEES the exclusive right to negotiate and enter into all oil and gas and mineral leases for subject property.

SOLD FOR Forty-Two Thousand Five Hundred and No/100 DOLLARS ($42,500.00*) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said parties of the first part, their heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

Balance of down payment in the amount of $12,000.00 due on or before 7/31/81; balance of purchase price in the amount of $30,000.00 together with interest at the rate of 10% per annum to be paid on or before 12/31/82.

136375

RECORDED August 26 1981 11:00 AM
IN BOOK 54 Misc PAGE 69
FEES 6.00 Cash
COUNTY CLERK
DEPUTY

Payable at the office of Richard R. Noble with interest at the rate of 10 per cent per annum from date. Interest payable with principal or principal or interest is not paid when due, the same to draw 10 per cent interest per annum from maturity until paid.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said parties of the first part, their heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than None Dollars, in favor of and payable to parties of the first part, as their interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

Charles A. Miller

Johar Miller for Charles A. Miller and Johar Miller, trustees of Family Trust

Richard R. Noble

Helen Louise Noble

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Richard R. Noble and Helen Louise Noble, this 2 day of August, 1981.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: My Commission expires February 22, 1983

69

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by CHARLES A. MILLER and JOHAR MILLER, trustees of the Family Trust, this 1st day of August, 1981.

Witness my hand and official seal.

My Commission expires February 22, 1983

My commission expires:

Notary Public

PUBLIC

ASSIGNMENT

19

FOR VALUE RECEIVED, ... hereby assign unto .....
all ..... right, title and interest in and to the within contract, and I authorize the part ..... of the first part therein to execute a deed to said ..... or to ..... heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS .....

Party of the Second Part.

Consent is hereby given for the above assignment.

Party of the First Part.

DATE	TOTAL PAYMENT	INTEREST	PRINCIPAL	BALANCE	BY

MEMORANDUM OF SALE

TO WHOM IT MAY CONCERN:

Please take notice that HOBACK RANCHES, INC., a Wyoming corporation of Afton, Lincoln County, Wyoming, as SELLER, and REESE DeVELBISS, a single man of Star Route, Box 32, Jackson, Wyoming 83001 of _____, as BUYER, have delivered to the Star Valley State Bank at Afton, Wyoming 83110 as Escrow Agent of the Parties, a Real Estate Sales Agreement dated the 1st day of August, 19 81, wherein SELLER has agreed to sell and BUYER has agreed to buy, pursuant to the terms of said Agreement, the following described real property located in Sublette County, Wyoming, to-wit:

NE¼SW¼NW¼ of Section 11, Township 36 North, Range 113 West of the 6th P.M., Sublette County, Wyoming.

163377

RECORDED Aug 26 19 81 3:00 P.M.
IN BOOK 59 Misc PAGE 70A
FEES $4.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and a Warranty Deed conveying the property described above from SELLER to BUYER, which the said Escrow Agent shall hold, pursuant to the written Escrow Instructions, until the terms and conditions of the said Agreement have been fully complied with.

DATED: August 1, 1981

HOBACK RANCHES, INC.

(CORPORATE) SEAL

By: _____
Executive Vice-President

ATTEST: _____
Secretary ROBERT D. CHILD

STATE OF WYOMING)
) SS
COUNTY OF LINCOLN)

Before me this day the undersigned authority personally appeared DUANE E. THOMAS, known by me personally to be the executive vice-president of HOBACK RANCHES, INC., the SELLER described in the foregoing instrument, and acknowledged that he executed the foregoing instrument on behalf of and with authorization of the Board of Directors of said Corporation. Witness my hand and official seal this 1st day of August, 19 81.

(S E A L)

_____
NOTARY PUBLIC

My commission expires: March 1, 1983

71

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT IS MADE AND ENTERED INTO this 14th day of August, 1981, by and between James L. Platts and Daphne D. Platts, husband and wife, hereinafter referred to as Sellers, and James M. Percy and Leonore M. Percy, husband and wife, hereinafter referred to as Buyers.

WHEREAS, the parties hereto did on the 14th day of April, 1977, enter into a contract for the sale and purchase of certain real estate located in Sublette County, Wyoming; and

WHEREAS, a copy of the Memorandum of Agreement reciting the terms and conditions of said sale was recorded in the office of County Clerk for Sublette County on July 9, 1981, in Book 38 of Miscellaneous, Page 575; and

WHEREAS, the description of the real property to be sold and purchased respectively contained in said Memorandum of Agreement contains an error of omission of a portion of said description; and

WHEREAS, the parties desire to amend the aforesaid Memorandum of Agreement to correctly reflect their intent and to correctly and accurately describe the real estate to be sold and purchased respectively.

NOW THEREFORE, in consideration of the promises and covenants contained in the original Agreement between the parties and for the purpose of correcting the description contained in that certain Memorandum of Agreement, the parties agree as follows:

1. The description of the property to be sold by Sellers and to be purchased by Buyers is correctly described as follows, to-wit

> A tract of land located in the N½ of Section 19, Township 33 North, Range 108 West, of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:
> Beginning at a point which is located on the North line of Section 19, 100.00 feet N. 89°14'00" W., of the North quarter corner of Section 19; Thence from said point of beginning N. 89°14'00" W., a distance of 1650.03 feet along North section line; Thence S. 00°26'00" W., a distance of 532.35 feet; Thence S. 89°38'00" E., a distance of 1650.00 feet; Thence N. 00°26'00" E., a distance of 521.00 feet to point of beginning, said tract contains 19.95 acres.

156330

RECORDED August 28 1981 8:00 M
IN BOOK 31 Misc PAGE 71
FEES $ 5.00 Lois J. Yates COUNTY CLERK
[redacted] TY COUNTY, WYOMI[redacted]

TOGETHER WITH all improvements and appurtenances thereunto appertaining, and TOGETHER WITH all water and water rights, ditch and ditch rights and mineral rights not previously reserved of record, but SUBJECT TO rights of way and easements of record or in use and reservations of record.

2. All other terms and conditions of the Memorandum of Agreement heretofore entered into between these parties on the 14th day of April, 1977, and recorded in the Office of County Clerk for Sublette County on July 9, 1981, in Book 38 Miscellaneous Page 575, shall be and remain in full force and effect.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 14th day of August, 1981.

James L. Platts
JAMES L. PLATTS

Daphne D. Platts
DAPHNE D. PLATTS

James M. Percy
JAMES M. PERCY

Leonore M. Percy
LEONORE M. PERCY

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by James L. Platts and Daphne D. Platts this 21st day of August, 1981.

Witness my hand and official seal.

Diana M. Russell Hodges
Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by James M. Percy and Leonore M. Percy this 14th day of August, 1981.

Witness my hand and official seal.

Diana M. Russell Hodges
Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Daphne D. Platts this 4th day of August, 1981.

Witness my hand and official seal.

My Commission expires March 22, 1982
My Commission Expires:

Notary Public

AGREEMENT, WARRANTY DEED—FORM NO. 14

THIS AGREEMENT, Made and entered into this 9th day of April 19 81, by and between
VICTOR D. FULK, a single man,

of Pinedale, Sublette County, State of Wyoming, of the first part, and
LEE ERICKSON, d/b/a OLD STAGE PROPERTIES,
6968 So. Lexington Dr.
of West Jordan, County, State of Wyoming, of the second part,

WITNESSETH, That the party of the first part, for and in consideration of the sum of ($ 500.00*)
Five Hundred and No/100----------DOLLARS
in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said party of the second part, his heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on his part to be kept and performed; does hereby for himself and his heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said party of the second part by a good and sufficient Warranty Deed, subject, however, to 1/2 of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: Lot No. Three (3) Big Country Ranches Third Filing as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming; TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents; to easements and rights of way of record or in use; to prior mineral reservations of record; and to Restrictions Governing Big Country Ranches filed in the Office of the County Clerk 6/20/76 in Book 34 of Misc., page 165. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

SOLD FOR Fifty-Four Thousand and No/100----------DOLLARS ($ 54,000.00*)
and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the party of the second part does hereby, for himself and his heirs, executors, administrators and assigns, covenant, promise and agree to and with the said party of the first part, his heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$500.00 down; balance of $53,500.00 payable in 120 monthly payments of $677.77 which include interest at the rate of 9% per annum; first said payment due August 1, 1981, succeeding payments due the 1st day of each month thereafter until paid in full.

136391

RECORDED August 28 1981 9:45A M
IN BOOK 37 Misc PAGE 74
FEES $ 6.00
COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

Payable at the office of First National Bank of Pinedale with interest at the rate of 9 per cent per annum from date. Interest ~~payable~~ included. If principal or interest is not paid when due, the same to draw 9 per cent interest per annum from maturity until paid.

Right to accelerate payments in any multiple of $1,000.00 or the entire balance then due on any payment date, and thus reduce interest is hereby granted by party of the first part.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said party of the second part, his heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on his part to be performed, then said party of the first part, his heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said party of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The party of the second part agrees to keep the buildings on said premises insured in a sum not less than Notte Dollars, in favor of and payable to party of the first part, as his interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

~~XXXXXXXXX~~

VICTOR D. FULK

LEE ERICKSON, d/b/a Old Stage Properties

State of Utah
County of Salt Lake } ss.

The foregoing instrument was acknowledged before me by Victor D. Fulk,

this 26 day of May, 1981

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires:

74

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me by LEE ERICKSON d/b/a Old Stage Properties this 26 day of May, 1981.

WITNESS my hand and official seal.

Notary Public

My commission expires:

ASSIGNMENT

19

For VALUE RECEIVED, hereby assign unto of the first part therein to all right, title and interest in and to the within contract, and I authorize the part or to heirs or assigns, when the terms execute a deed to said and conditions of this contract are fully complied with.

WITNESS

Party of the Second Part.

Consent is hereby given for the above assignment.

Party of the First Part.

DATE	TOTAL PAYMENT	INTEREST	PRINCIPAL	BALANCE	BY

AGREEMENT, WARRANTY DEED—FORM NO. 14 THE MILLS COMPANY, CHEYENNE

THIS AGREEMENT, Made and entered into this 9th day of May 19 80, by and between VICTOR D. FULK, a single man,

of Pinedale, Sublette County, State of Wyoming, of the first part, and CLIFFORD W. OVERY and DOROTHY OVERY, husband and wife, an undivided 1/3 interest; JOHN GREEN and PHYLLIS GREEN, husband and wife, an undivided 1/3 interest; and RALPH McCORMICK and KINDRA McCORMICK, husband and wife, an undivided 1/3 interest;

of Box 74 Superior, Sweetwater County, State of Wyoming, of the second part,

WITNESSETH, That the party of the first part, for and in consideration of the sum of ($ 400.00) Four Hundred and No/100 - DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do es hereby for himself and his heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to 8/12 of the taxes of A. D. 1980 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: Lot 84 Big Country Ranches Fourth Filing as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; to prior mineral reservations of record; and to Restrictions Governing Big Country Ranches filed 10/3/78 in Book 34 of Miscellaneous, page 534; NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

SOLD FOR Fifteen Thousand Five Hundred and No/100 DOLLARS ($ 15,500.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said party of the first part, his heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$400.00 down; balance of $15,100.00 payable in 120 monthly payments of $191.30 which include interest at the rate of 9% per annum, first said payment due 6/20/80; succeeding payments due the 20th day of each month thereafter until paid in full.

RECORDED August 28th 19 81 11:20A M
IN BOOK 37 Misc. PAGE 76
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Payable at the office of First National Bank of Pinedale with interest at the rate of 9 per cent per annum from date. Interest payable included. If principal or interest is not paid when due, the same to draw 9 per cent interest per annum from maturity until paid.

Right to accelerate payments in any multiple of $1,000.00 or the entire balance then due on any payment date after January 1, 1981, and thus reduce interest is hereby granted by party of the first part.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said party of the first part, his heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than None Dollars, in favor of and payable to party of the first part, as his interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of

Victor D. Fulk

Clifford W. Overy

Dorothy Overy

John Green

Phyllis Green

Ralph McCormick

Kindra McCormick

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Victor D. Fulk,

this 2nd day of June, 19 80.

Witness my hand and official seal.

Donna E. Sievers Notary Public
County of Sublette State of Wyoming
My commission expires April 22,1982

Donna E. Sievers
Signature
Notary Public
Title of Officer

My Commission Expires: 4/22/82

76

STATE OF WYOMING)
) ss.
COUNTY OF Uinta)

The foregoing instrument was acknowledged before me by CLIFFORD W. OVERY, DOROTHY OVERY, JOHN GREEN, PHYLLIS GREEN, RALPH McCORMICK and KINDRA McCORMICK this 29 day of May, 1980.

Witness my hand and official seal.

Notary Public

My commission expires: NOV. 11, ...

ASSIGNMENT

..... 19

For VALUE RECEIVED, ...hereby assign unto .....

all ... right, title and interest in and to the within contract, and I authorize the part of the first part therein to execute a deed to said ..... or to ... heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS.....

Party of the Second Part.

Consent is hereby given for the above assignment.

Party of the First Part.

DATE	TOTAL PAYMENT	INTEREST	PRINCIPAL	BALANCE	BY

ASSIGNMENT OF CONTRACT OF SALE

Edwin J. Hjellum and Rosalie M. Hjellum, husband and wife, of Sublette County, Wyoming, Sellers named in that Contract of Sale a copy of which is attached to this Assignment, in consideration of the sum of Twenty-seven Thousand Dollars ($27,000.00) owed to William Earl Holt and Leta Mae Holt, husband and wife, by these presents, sells, assigns, transfers, and sets over to William Earl Holt and Leta Mae Holt, husband and wife, their heirs and assigns, the Contract of Sale with Mary Phillips and Ray Bellamy, Buyers, and all their right, title, and interest in and to the same, authorizing William Earl Holt and/or Leta Mae Holt, in their name or otherwise, but at their own cost, change and expense, to enforce the same according to the tenor thereof, and to take all legal measures that may be proper or necessary for the complete recovery and enjoyment of all rights and incidents thereunto belonging.

In witness whereof, we have executed this assignment this 26th day of August, 1981.

RECORDED August 31 1981 10:00 A.M.
IN BOOK 29 Miscellaneous PAGE 18
COUNTY CLERK
WYOMING
Deputy

Edwin S. Hjellum
Edwin S. Hjellum

Rosalie M. Hjellum
Rosalie M. Hjellum

The State of Wyoming)
) SS
County of Sublette)

The foregoing Assignment of Contract of Sale was acknowledged before me by Edwin S. Hjellum and Rosalie M. Hjellum, husband and wife, this 26th day of August, 1981.

Witness my hand and official seal.

Linda K. Hoch
Notary Public

(SEAL)
My commission expires: January 28, 1985

ACCEPTANCE OF ASSIGNMENT

William Earl Holt and Leta Mae Holt hereby accepts the Assignment of that Contract of Sale between Edwin S. Hjellum and Rosalie M. Hjellum, Sellers, and Mary Phillips and Ray Bellamy, Buyers, subject to all the terms and conditions thereof.

Dated this 26th day of August, 1981.

William Earl Holt
William Earl Holt

Leta Mae Holt
Leta Mae Holt

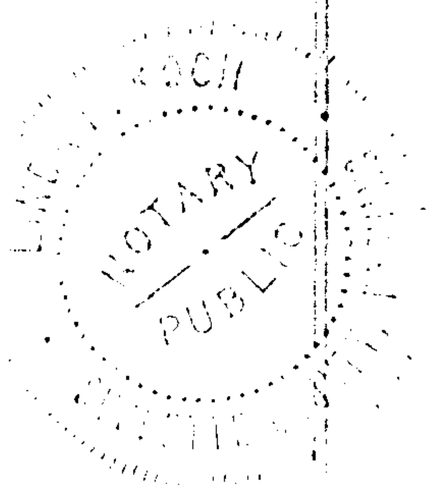
The State of Wyoming)
) SS
County of Sublette)

The foregoing Acceptance of Assignment was acknowledged before me by William Earl Holt and Leta Mae Holt, husband and wife, this 26th day of August, 1981.

Witness my hand and official seal.

Linda K. Kock
Notary Public

(SEAL)
My commission expires: January 28, 1985



CONTRACT OF SALE

This Agreement made this date by and between Edwin S. Hjellum and Rosalie M. Hjellum of Sublette County, Wyoming, hereinafter referred to as the Seller, and Ray Bellamy and Mary Phillips of Sublette County, Wyoming, hereinafter referred to as the Buyer, Witnesseth as follows:

1. The Seller agrees to sell and the Buyer agrees to purchase the following described real and personal property, to wit:

a. A tract of land situated in Sublette County, Wyoming, described as follows: Part of Section 35, Township 34 North, Range 111 West, as follows: Beginning at a point which bears West 75 feet from the Southeast corner of the SW¼SW¼ of Section 35, Township 34 North, Range 111 West; thences West 320 feet to a point; thence North 85 feet to a point; thence East 320 feet to a point; thence South 85 feet to the point of beginning. Being .625 acres more or less.

Together with all buildings, fences and improvements situate thereon or appurtenant thereto, subject, however, to all exceptions and reservations of record, including the provisions of United States patents.

b. Range and Refrigerator.

2. If the Buyers shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the Seller hereby convenants and agrees to convey and assure to the Buyers, in fee simple, clear of all encumbrances whatsoever, except as set forth, by a good and sufficient deed with waiver of the right of homestead, the aforesaid real property.

3. The Buyers hereby expressly and unconditionally promise, covenant and agree to pay to the Seller the sum of Forty-Seven Thousand and no/100 Dollars ($47,000.00) for the above described property in the manner following, to-wit:

Four Thousand and no/100 ($4,000.00) Dollars which has been paid in trust to the Broker, Hack Walker; an additional Ten Thousand and no/100 ($10,000.00) Dollars to be paid in cash at the time of closing which shall be on or before the 10th day of August, 1981; an additional Six Thousand and no/100 ($6,000.00) Dollars will be paid on or before the 1st day of February, 1982. If the $6,000.00 is not paid on or before September 1, 1981, Buyers will pay 12% ANNUAL INTEREST on balance due. Balance of the Purchase Price, being Twenty-Seven Thousand and no/100 ($27,000.00), to be paid in 120 (One Hundred-Twenty) equal monthly installments of $387.38 each, which includes 12% PER ANNUM INTEREST. First installment of $387.38 to be paid on or before September 1, 1981 and each succeeding monthly installment to be paid on or before the first day of each month until paid in full, including interest. Buyers will have the right to prepay part or all of the remaining balance, including interest, any time after closing without penalty.

4. It is understood and agreed that if the Seller accepts payments from the Buyers on this Contract less than according to the terms mentioned, then by so doing, it will not in any way alter the terms of the Contract as to the forfeiture hereinafter stipulated and the Buyers may make payments in excess of the payments herein stipulated and may pay the balance due at any time. Any excess or larger payments not required by this Contract shall be applied upon the payment or payments next to become due.

5. It is further agreed that the taxes for the year 1981 will be pro-rated, and that the Buyers will pay the taxes for all subsequent years. In the event the Buyers shall default in the payment of any special or general taxes, the Seller may, at their option, pay said taxes and if they elect so to do, then the Buyers agree to repay the Seller, upon demand, said sums so advanced and paid by them, together with the interest thereon from the date of payment of said sums, at the rate of twelve percent (12%) per annum until paid.

6. In the event of failure to comply with the terms hereof by the Buyers, or upon failure to make any payments when the same shall become due or within sixty (60) days thereafter, then the whole of said payments shall become immediately due and payable, and the Seller shall have the option:

a. To declare this contract ended, cancelled and of no further force or effect and if this agreement shall have been recorded in any recorder's office, then the filing of a declaration of forfeiture (setting forth the fact of such failure) in said office by said Seller shall be sufficient to cancel all obligations hereunto on the part of the Seller and fully reinvest them with all right, title and interest in and to any and all of the property herein described, including all buildings, fences or other improvements, shall be retained by the Seller in full satisfaction of and liquidation of all damages by them sustained and they shall have the right to re-enter and take immediate possession of the premises aforesaid with or without legal action, or

b. To declare the balance of the purchase price of said property due and payable at once and to sell said property either at public or private sale, with or without notice and apply the proceeds of said sale, after deducting the cost of expenses of taking possession and selling the same, to the unpaid balance of the purchase price and pay the overplus, if any to the Buyers, but in case of any deficiency, the Seller shall have the right to recover and collect the amount of such deficiency from the Buyers.

c. To declare the balance of the purchase price of said property due and payable at once and to enforce this contract by an action of specific performance against the Buyers.

7. If 10 (Ten) days elapse between payment date and non-payment a 10% penalty will be charged on the late payment.

8. This contract is non-transferrable by Buyers.

9. Sellers shall have 30 days after closing date to vacate property.

10. Buyers agree to maintain fire and extended coverage insurance on the improvements with Seller named as insured in an amount of the amount of indebtedness, and pay premiums when due. The existing insurance policy may be assumed provided coverage is increased to the amount of indebtedness. If existing policy is assumed, the premium is to be pro-rated as of close of escrow.

11. It is further agreed that the Buyers will keep said premises in as good a state of repair as the same is at the date hereof, ordinary wear and tear excepted, and they will make all repairs and improvements thereon at the Buyers' own cost and expense and all such improvements and repairs shall be fixtures attaching to the premises.

12. Buyers further covenant and agree that should they place any improvements upon said property, or should they improve the buildings upon said property, they will not permit any mechani lien, laborers lien or other lien of any kind or nature to be placed upon said property.

13. The Buyers agree that should they default in any of the covenants or agreements contained herein, that they will pay all costs and expenses that may arise from enforcing this agreemen either by suit or otherwise, including a reasonable attorney fee.

14. Buyers agree to pay all special improvement taxes or assessments which may be hereinafter assessed against said proper and that they will not assign this contract without first obtainin the written consent of the Seller. That any transfer without such consent shall be voidable as to the Seller and the entire indebtedness shall be due immediately.

15. Seller shall, at Seller's expense, deliver to Buyer an Abstract of Title extended to approximate date hereof reflectin merchantable fee title in Seller, subject only to (a) building lines and building restrictions of record; (b) oil or mineral rese vations of record; (c) zoning or building laws or ordinances, if any; (d) roads and highways, if any; (e) rights of way of record for pipe lines, power and telegraph lines, if any. If Abstract of Title is furnished by Seller, Buyer shall have 10 days after recei of same for examination, exceptions to title, if any, to be immediately delivered in writing to the Seller or Seller's Agent, and Seller shall have 20 days thereafter in which to correct such exceptions or to furnish the Buyer with sufficient assurance that they will promptly be corrected at the Seller's expense, and Buyer protected against any related cost, liability or damage. If withi said 30 day period required title is not so reflected or assured and protected, the Buyer may then cancel this offer, and in that event Agent shall concurrently return said deposit to the Buyer, and this contract shall terminate without further obligation of Buyer.

16. Upon execution of this Contract, Seller and the Buyers shall enter into a standard from escrow agreement with the First National Bank of Pinedale, Pinedale, Wyoming, to act as agent for the parties for the duration of this Contract to hold the good and sufficient Warranty Deed of said property from the Seller to the Buyers, together with this Contract. The initial escrow fee shall be borne by the Buyers, and any collection fee thereafter assessed by the bank shall be borne by the Seller.

17. It is understood that the promises and conditions of this Contract except as herein provided, are to apply to and bind their heirs, executors, administrators, successors and assigns of the respective parties hereto and that time is of the essence of this Contract.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto signed their names this 26th day of August, 1981.

Edwin S. Hjellum
Edwin S. Hjellum

Rosalie M. Hjellum
Rosalie M. Hjellum

Ray Bellamy
Ray Bellamy

Mary Phillips
Mary Phillips

The State of Wyoming)
) SS
County of Sublette)

The foregoing Contract for Deed was acknowledged before me by Edwin S. Hjellum and Rosalie M. Hjellum, husband and wife, this 26th day of August, 1981.

Witness my hand and official seal.

Linda L. Koch
Notary Public

(SEAL)
My commission expires:

The State of Wyoming)
) SS
County of Sublette)

The foregoing Contract for Deed was acknowledged before me by Ray Bellamy, a single person, and Mary Phillips, a single person this 26th day of August, 1981.

Witness my hand and official seal.

Linda L. Koch
Notary Public

(SEAL)
My commissicn expires: January 28, 1985

AGREEME[redacted] WARRANTY DEED—FORM NO. 14 [redacted] THE MILLS COMPANY, SHER[redacted]

THIS AGREEMENT, Made and entered into this 7th day of August 19 81, by and between HAROLD REACH and LEDA I. REACH, husband and wife,

of Pinedale, Sublette County, State of Wyoming, of the first part, and ALVIN D. DAVISON and MIRIAM L. DAVISON, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as ~~tenants in common~~,

of Pinedale, Sublette County, State of Wyoming, of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of ($ 1,500.00) One Thousand Five Hundred and No/100 - - - - - - - - - - - - - - - - DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: Lot Nine (9) Valley Hills Subdivision as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; to prior mineral reservations of record; and to Restrictions Governing Valley Hills Subdivision recorded 7/28/78, in Book 34 of Miscellaneous, page 265, office of the County Clerk. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

SOLD FOR Fifteen Thousand and No/100 - - - - - - DOLLARS ($ 15,000.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said parties of the first part, their heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$1,500.00 down; balance of $13,500.00 payable in 120 monthly payments of $193.69 which include interest at the rate of 12% per annum, first said payment due 9/7/81; succeeding payments due the 7th day of each month thereafter until paid in full.

136120

RECORDED Aug. 31 1981 1:30 P M
IN BOOK 39 Misc. PAGE 84
FEE $4.00 Lou J. York COUNTY CLERK
SUBLETTE WYOMING
by Dorothy M. Lewis

Payable at the office of Harold Reach* with interest at the rate of 12 per cent per annum from date. Interest ~~payable~~ included*. If principal or interest is not paid when due, the same to draw 12 per cent interest per annum from maturity until paid. *in payment.

Right to accelerate payments in any multiple of $1,000.00 or the entire balance then due on any payment date and thus reduce interest is hereby granted by parties of the first part.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said parties of the first part, their heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than None Dollars, in favor of and payable to parties of the first part, as their interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

~~XXXXXXXXXXXX~~
Harold Reach
Leda I. Reach

Alvin D. Davison
Miriam L. Davison

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Harold Reach, Leda I. Reach, Alvin D. Davison and Miriam L. Davison,

this 25th day of August, 1981.

Witness my hand and official seal.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My Commission Expires: 4/22/82

Donna E. Sievers
Signature
Notary Public
Title of Officer

84

85

A F F I D A V I T

RECORDED August 31 19 81 3:45 P
IN BOOK 39 Misc PAGE 85
FEES $6.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

186430

V. L. LOONEY being first duly sworn upon his oath, according to law, deposes and says:

1-

That by written agreement made and entered on the 17th day of August, 1981, this affiant, V. L. LOONEY, and his wife, PATRICIA E. LOONEY, of Pinedale, Wyoming, Parties of the first part under said agreement and denoted therein as "Seller", did promise, covenant and agree to sell and convey the following described lands and real estate situate in the County of Sublette and State of Wyoming, to-wit:

Lot No. 3 of the Wild Horse Ranch Subdivision as said subdivision appears on the plat and map thereof approved by the Board of County Commissioners of Sublette County, Wyoming, on the 6th day of August, 1980, and on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming;

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO easements and rights of way of record or in actual use for telephone lines, electric transmission lines, and irrigation ditches and canals, AND SUBJECT FURTHER TO all outstanding mineral interests, AND SUBJECT FURTHER TO all restrictions appearing on the aforesaid plat and map of said subdivision, BUT OTHERWISE FREE AND CLEAR of all exceptions, reservations, defects and encumbrances,

unto WILLIAM J. SCHELL and SHARON J. SCHELL, husband and wife, of P. O. Box 931, Big Piney, Wyoming 83113, Parties of the Second Part under said agreement and in said agreement denoted as "Purchaser";

2-

That the consideration for said property is to be paid in in-

stallments and the final installment of said consideration, together with interest, is to be made on the 1st day of September, 1991, unless sooner paid;

3-

Upon payment of the consideration for said lands, purchase price, as set forth in said agreement, together with all interest, on the 1st day of September, 1991, or such other time as payment of the purchase price and interest shall be made, Seller will convey by statutory form of warranty deed the above described lands and real estate unto Purchaser;

4-

Possession of the above real property has been delivered unto Purchaser and Purchaser may remain in possession thereof so long as compliance is made with all of the material covenants of said agreement, including the payment of purchase price, together with interest;

5-

Said agreement contains the usual and customary provisions for recovery of the property, and termination of the interests of Purchaser, in event of default in the payment of purchase price, together with interest, and other material covenants of the agreement;

6-

All taxes levied upon said property in the year 1981, and prior years, are to be paid by Seller;

7-

All taxes levied upon said property in the year 1982, and thereafter, are to be paid by Purchaser.

V. L. Looney

V. L. LOONEY

Subscribed and sworn to before me this 31st day of August, 1981.

Faye Hammons

Notary Public

FAYE HAMMONS Notary Public
County of Sublette State of Wyoming
My commission expires November 22, 1983

My commission expires:

[redacted]

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale, dated the 31st day of August, 1981, between LARRY O'NEAL SLATTER and JUDITH ANN SLATTER, husband and wife, as Sellers, and DENNIS M. STEFANINI and NANCY C. STEFANINI, husband and wife, as Buyers, the Sellers did agree to sell and the Buyers did agree to buy a certain tract of real property described in Exhibit "A" as attache hereto and which is by this reference incorporated herein as if set forth in full.

Buyers' address for tax purposes is: P.O. Box 248, Big Piney, WY 83113.

There are many other covenants in the original Contract For Sale of which each party has a copy, and which is also escrowed in the First National Bank of Pinedale, Pinedale, Wyoming

DATED this 31st day of August, 1981.

SELLERS:

Larry O'Neal Slatter
LARRY O'NEAL SLATTER

Judith Ann Slatter
JUDITH ANN SLATTER

BUYERS:

Dennis M. Stefanini
DENNIS M. STEFANINI

Nancy C. Stefanini
NANCY C. STEFANINI

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by DENNIS M. STEFANINI and NANCY C. STEFANINI this 31 day of August, 1981.

WITNESS my hand and official seal.

My commission expires March 9, 1983

My commission expires:

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by LARRY O'NEAL SLATTER and JUDITH ANN SLATTER this 31 day of August, 1981.

WITNESS my hand and official seal.

My Commission expires March 9, 1983

My commission expires:

Notary Public

186435

RECORDED Sept 1 1981 9:30 A M
IN BOOK 39 Misc PAGE 87
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Slatter-Stefanini Transaction

EXHIBIT "A"

That part of the NE¼SE¼ of Section 31, T30N, R111W, 6th P.M., Sublette County, Wyoming, within the incorporated limits of the Town of Big Piney, it being the intent to redescribe that tract of record in the office of the Clerk of Sublette County, in Book 22 of Deeds on page 534, described as follows:

Commencing at the southeast corner of said Section 31, T30N, R111W, 6th P.M., thence N22°34'W, 1759 feet to the southeast corner of the Heitz Original Townsite to the Town of Big Piney, Sublette County, Wyoming;
thence N89°49'W, the base bearing of this survey, 310 feet along the south boundary line of said townsite to a point which is the POINT OF BEGINNING of the description of this tract;

thence continuing N89°49'W, 280 feet to a point;
thence continuing N89°49'W, 50 feet, more or less, to the southwest corner of said townsite;
thence S00°11'W, 100 feet along the west line of said NE¼SE¼;
thence S89°49'E, 50 feet, more or less, to a point;
thence continuing S89°49'E, 280 feet to a point;
thence N00°11'E, 100 feet to the POINT OF BEGINNING;

ENCOMPASSING an area of 0.758 acre, more or less;
SUBJECT TO an easement for State Highway 189 and/or Front Street;
EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:
That part of the NE¼SE¼ of Section 31, T30N, R111W, 6th P.M., within the incorporated limits of the Town of Big Piney, Sublette County, Wyoming, being identical with the east 170 feet of said tract of record described as follows:

COMMENCING at the southeast corner of said Section 31 where found a 4x4x8 inch marked stone;
thence N22°34'W, 1759 feet to the southeast corner of the Heitz Original Townsite to the Town of Big Piney;
thence N89°49'W, 310 feet along the south line of said townsite to the POINT OF BEGINNING;
thence continuing N89°49'W, 170 feet along said south line;
thence S00°11'W, 100 feet;
thence S89°49'E, 170 feet to a point;
thence N00°11'E, 100 feet to the POINT OF BEGINNING;

ENCOMPASSING an area of .390 acre, more or less;

each "point" marked by a steel T-shaped stake 24"long with metal cap inscribed "SURVEY POINT DO NOT DISTURB RLS164";

ENCOMPASSING an area of 0.368 acre, more or less, to be conveyed; all in accordance with the "LOUIE TOMASSI MAP OF TRACT IN NE¼SE¼ SECTION 31, T30N, R111W, Sublette County, Wyoming, dated 26 January, 1966, showing said tract of record.

TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in U.S. patents;
SUBJECT TO easements and rights of way of record or in use;
SUBJECT TO right of way over the West 50 feet thereof for a public highway.

LARRY O'NEAL SLATTER

JUDITH ANN SLATTER

DENNIS M. STEFANINI

NANCY C. STEFANINI

89

AGREEMENT FOR WARRANTY DEED—FORM NO. 14 THE MILLS COMPANY, SHERIDAN

THIS AGREEMENT, Made and entered into this 19th day of June 1981, by and between ABNER L. HECOX and EMMA LEE HECOX, husband and wife,

of Pinedale, Sublette County, State of Wyoming, of the first part, and JOE H. BERTAGNOLLI and MARY E. BERTAGNOLLI, husband and wife, as tenants of an estate by the entireties with full right of survivorship,

of Rock Springs, Sweetwater County, State of Wyoming, of the second part,
1361 Teton
82901

WITNESSETH, That the parties of the first part, for and in consideration of the sum of ($ -00-)
--NONE-- DOLLARS
in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said part ies of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to 1/2 of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: Lot No. 7 Gypsum Creek Subdivision No. 4 as the same appears of record on the plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; and to Restrictive Covenants recorded in the office of the County Clerk in Book 33 of Miscellaneous, page 29, on 6/30/77. Containing 2.83 acres more or less.
NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

SOLD FOR Five Thousand Six Hundred Sixty and No/100 DOLLARS ($ 5,660.00)
and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said parties of the first part, their heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$5,660.00 payable at the rate of $500.00 per year plus interest on unpaid balance, first annual payment due 1 year from date; succeeding payments due annually thereafter until paid in full; 11 payments of $500.00 plus interest and one final payment of $160.00 plus interest;

186490

RECORDED Sept 1 1981 3:00 P M
IN BOOK 39 Misc PAGE 89
FEES 6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK by Dorothy M Stini

Payable at the office of Abner L. Hecox with interest at the rate of 9 per cent per annum from date. Interest payable with payment If principal or interest is not paid when due, the same to draw 9 per cent interest per annum from maturity until paid.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said parties of the first part, their heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.
The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than None Dollars, in favor of and payable to parties of the first part, as their interests may appear.
This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In Presence of
Joe H. Bertagnolli
Mary E. Bertagnolli

Abner L Hecox
Abner L. Hecox
Emma Lee Hecox
Emma Lee Hecox

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Abner L. Hecox and Emma Lee Hecox,

this 19th day of June, 1981.

Witness my hand and official seal.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My commission expires April 22,1982

Donna E Sievers
Signature
Notary Public
Title of Officer

My Comm [redacted] Expires: 4/22/82

STATE OF WYOMING)
) ss.
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me by JOE H. BERTAGNOLLI and MARY E. BERTAGNOLLI this 9th day of July, 1981.

Witness my hand and official seal.

W. L. Looney
Notary Public

My commission expires:

July 2, 1984

ASSIGNMENT

_____ 19

For VALUE RECEIVED, _____ hereby assign unto _____ all _____ right, title and interest in and to the within contract, and I authorize the part _____ of the first part therein to execute a deed to said _____ or to _____ heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS _____ _____
Party of the Second Part.

Consent is hereby given for the above assignment. _____
Party of the First Part.

DATE	TOTAL PAYMENT	INTEREST	PRINCIPAL	BALANCE	BY

Right . of . Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged, PAUL ALLEN and LILLIAN C. ALLEN, husband and wife

of the County of Sublette and State of Wyoming

hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

That part of the N½SW¼ and SW¼SW¼ of Section 14, T33N, R114W, Sublette County, Wyoming being part of that tract of record in the Office of the Clerk of Sublette County in Book 3 of Patents on page 275 lying and being situate within the bounds of NORTH COTTONWOOD COUNTY ROAD NO. 23-129 described as follows:

See exhibit "A'

106503

RECORDED September 2 1981 10:30 A.M.
IN BOOK 39 Misc PAGE 91
FEES $ 9.00 Lucy J Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Reese

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches annd laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 2nd day of Sept, 19 81.

Paul Allen

Lillian C. Allen

STATE OF WYOMING)
)§
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Paul Allen and Lillian C Allen

this 2nd day of Sept, 19 81.

Witness my hand and official seal.

Lucy J Yates
Sublette County Clerk

My term expires: Jan. 3, 1983

DESCRIPTION FOR

NORTH COTTONWOOD COUNTY ROAD NO. 23-129

To-wit:--

That part of the SW¼SE¼, S½SW¼ of Section 11, N½NW¼ of Section 14, N½N½ Section 15, N½NE¼, N½NW¼, SW¼NW¼ of Section 16, S½N½ of Section 17, S½N½ of Section 18, T33N, R113W, and that part of the S½N½ of Section 13, S½NE¼, NW¼SE¼, SE¼NW¼, N½SW¼, SW¼SW¼ of Section 14, S½SE¼ of Section 15, N½NE¼, NE¼NW¼, S½NW¼, NW¼SW¼ of Section 22, N½SE¼, SW¼SE¼ of Section 21, NW¼NE¼, NE¼NW¼, S½NW¼ of Section 28, S½NE¼ of Section 29, T33N, R114W, Sublette County, Wyoming lying and being situate within the bounds of NORTH COTTONWOOD COUNTY ROAD NO. 23-129 described as follows:

A strip of land sixty feet in width with the center-line described as follows:

BEGINNING at Station 0+00=Station 886+84.6 within the right-of-way for Cottonwood-Ryegrass County Road No. 23-117, N06°-24'-13"E, 344.2 feet from the west witness corner for the north one-quarter corner of said Section 14, T33N, R113W;
thence S65°-16'-54"W, 653.5 feet to Station 6+53.5;
thence N86°-44'-00"W, 487.6 feet to Station 11+41.1;
thence S60°-58'-58"W, 189.5 feet, more or less, to Station 13+30.6 on the north line of said Section 14, N89°-47'W, the base bearing for this survey, 1206.52 feet from the north one-quarter corner of said section;
thence continuing S60°-58'-58"W, 704.1 feet, more or less, to Station 20+34.7;
thence S78°-34'-39"W, 324.9 feet to Station 23+59.6;
thence S89°-01'-25"W, 467.9 feet, more or less, to Station 28+27.5 on the east line of Section 15, S00°-02'E, (BLM Record) 419.2 feet from the northwest corner of said Section 14;
thence continuing S89°-01'-25"W, 87.5 feet, more or less, to Station 29+15.0;
thence S80°-44'-33"W, 540.7 feet to Station 34+55.7;
thence S72°-31'-07"W, 493.7 feet to Station 39+49.4;
thence S85°-51'-43"W, 1439.7 feet to Station 53+89.1;
thence S79°-49'-01"W, 1039.7 feet to Station 64+28.8;
thence S86°-39'-17"W, 525.3 feet to Station 69+54.1;
thence N82°-09'-52"W, 347.6 feet to Station 73+01.7;
thence N76°-29'-41"W, 559.6 feet to Station 78+61.3;
thence N70°-41'-42"W, 344.0 feet, more or less, to Station 82+05.3 on the west line of said Section 15, S00°-02'E, (BLM Record) 738.4 feet from the northwest corner of said Section 15, T33N, R113W;
thence continuing N70°-41'-42"W, 39.3 feet, more or less, to Station 82+44.6;
thence N77°-17'-22"W, 1668.6 feet to Station 99+13.2;
thence S87°-22'-13"W, 674.5 feet to Station 105+87.7;
thence S74°-03'-46"W, 262.8 feet to Station 108+50.5;
thence S62°-16'-22"W, 988.7 feet to Station 118+39.2;
thence S69°-33'-26"W, 959.5 feet to Station 127+98.7;
thence S78°-53'-32"W, 464.0 feet to Station 132+62.7;
thence S86°-39'-32"W, 463.5 feet, more or less, to Station 137+26.2 on the west line of said Section 16, T33N, R113W, S00°-39'-27"E, 1441.0 feet from the northwest corner of said Section 16;
thence continuing S86°-39'-32"W, 1731.0 feet, more or less, to Station 154+57.2;
thence N88°-45'-24"W, 774.8 feet to Station 162+32.0;
thence S85°-06'-37"W, 1363.0 feet to Station 175+95.0;
thence S89°-04'-18"W, 1243.9 feet to Station 188+38.9;
thence N83°-49'-43"W, 203.6 feet, more or less, to Station 190+42.5 on the west line of said Section 17, T33N, R113W, S00°-11'-03"W, 1686.3 feet from the northwest corner of said Section 17;

Paul N. Scherbel
SURVEYOR SCHERBEL, LTD.
Registered Land Surveyor No. 164
Big Piney, Wyoming 83113

"Modification in any way of the foregoing description terminates liability of the surveyor"

thence continuing N83°-49'-43"W, 420.5 feet, more or less, to Station 194+63.0;
thence N79°-46'-24"W, 1225.1 feet to Station 206+88.1;
thence S38°-24'-17"W, 1406.6 feet to Station 220+94.7;
thence S30°-24'-26"W, 1202.7 feet to Station 232+97.4;
thence S32°-58'-10"W, 1047.9 feet, more or less, to Station 243+45.3 on the west line of Section 18, T33N, R113W, S00°-20'-50"W, 1774.7 feet from the northwest corner of said Section 18;
thence continuing S82°-58'-10"W, 122.5 feet, more or less, to Station 244+67.8;
thence S80°-26'-46"W, 3314.1 feet to Station 277+81.9;
thence S86°-55'-02"W, 1956.4 feet, more or less, to Station 297+38.3 on the west line of said Section 13, N00°-23'-26"E, 146.2 feet from the west one-quarter corner of said Section 13;
thence continuing S86°-55'-02"W, 2700.4 feet, more or less, to Station 324+38.7;
thence S62°-16'-03"W, 429.8 feet to Station 328+68.5;
thence S55°-21'-33"W, 2582.0 feet to Station 354+50.5;
thence S55°-05'-01"W, 104.6 feet, more or less, to Station 355+55.1 on the west line of said Section 14, T33N, R114W, N00°-17'-42"E, 904.1 feet from the scuthwest corner of said Section 14;
thence continuing S55°-05'-01"W, 1561.4 feet, more or less, to Station 371+16.5 on the south line of said Section 15, T33N, R114W, N89°-33'-52"W, 1366.1 from said southwest corner of Section 14;
thence continuing S55°-05'-01"W, 2692.5 feet, more or less, to Station 398+09.0;
thence S56°-10'-40"W, 1332.8 feet to Station 411+41.8;
thence S58°-16'-12"W, 904.9 feet, more or less, to Station 420+46.7 on the west line of said Section 22, T33N, R114W, S00°-08'-04"W, 176.3 feet from the west one-quarter corner of said Section 22;
thence continuing S58°-16'-12"W, 131.3 feet, more or less, to Station 421+78.0;
thence S50°-02'-09"W, 2033.5 feet to Station 442+11.5;
thence S38°-04'-20"W, 1245.1 feet to Station 454+56.6;
thence S31°-56'-44"W, 122.4 feet, more or less, to Station 455+79.0 on the south line of said Section 21, T33N, R114W, S89°-13'-03"E, 124.6 feet from the south one-quarter corner of said Section 21;
thence continuing S31°-56'-44"W, 370.5 feet, more or less, to Station 459+49.5;
thence S40°-32'-15"W, 839.0 feet to Station 467+88.5;
thence S47°-43'-39"W, 906.3 feet to Station 476+94.8;
thence S42°-48'-22"W, 279.0 feet to Station 479+73.8;
thence S54°-57'-24"W, 218.7 feet to Station 481+92.5;
thence S71°-46'-08"W, 509.9 feet to Station 487+02.4;
thence S79°-25'-18"W, 257.4 feet to Station 489+59.8;
thence N88°-55'-38"W, 238.4 feet, more or less, to Station 491+98.2 on the west line of said Section 28, T33N, R114W, N00°-03'W, (BLM Record) 539.6 feet from the west one-quarter corner of said Section 28;
thence continuing N88°-55'-38"W, 860.9 feet, more or less, to Station 500+59.1;
thence N67°-09'-12"W, 378.1 feet to Station 504+37.2;
thence N76°-18'-35"W, 186.1 feet to Station 506+23.3;
thence S86°-34'-28"W, 445.7 feet to Station 510+69.0;
thence S76°-01'-26"W, 826.2 feet, more or less, to Station 518+95.2 the POINT OF ENDING on the west line of the S½NE¼ of Section 29, T33N, R114W, S00°-21'-16"W, 2122.9 feet from the north one-quarter corner of said Section 29;

all in accordance with the plat prepared and filed for record in the Office

of the Clerk of Sublette County for NORTH COTTONWOOD COUNTY ROAD NO. 23-129.

13 August 1981

J. Scherbel
SYOR SCHERBEL, LTD
red Land Surveyor No. 164
oey, Wyoming 83113

"Modification in any way of the foregoing description terminates liability of the surveyor"

THE STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

A F F I D A V I T

Celia Jane Wardell, being first duly sworn, upon her oath, according to law, deposes and says:

That she is one of the surviving joint tenants in the followi described real property and that the said Martin D. Wardell, named as a joint tenant therein, died on the 8th day of September, 1980.

That on June 7, 1973, Martin D. Wardell and Alice Wardell, husband and wife, Martin Junior Wardell and Celia Jane Wardell, husband and wife, conveyed by Warranty Deed the real property hereinafter described to Martin D. Wardell, Alice Wardell, Martin Junior Wardell, Celia Jane Wardell and Robert E. Wardell, as joint tenants with right of survivorship, to-wit:

Township 33 North, Range 112 West, 6th P.M., Wyoming
Section 28: SE¼NE¼, E½SE¼
Section 33: NE¼NE¼, S½NE¼, N½SW¼, SE¼SW¼, SE¼
Section 34: SW¼NE¼, NW¼, N½S½

Together with all water, water rights, reservoir, reservior rights, ditches, ditch rights, canals, pipe lines, if any, and all appurtenances thereon, belonging or appertaining thereto, subject to prior exceptions and reservations of record.

which instrument was recorded of record on June 8, 1973, in Book 16, Page 349 in the office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, Wyoming;

That said conveyance was made to the aforesaid persons as a joint tenancy with right of survivorship; and that they owned and held title to said property as joint tenants with right of survivorship until the death of the said Martin D. Wardell.

That by virtue thereof, said joint tenancy vested solely with Alice Wardell, Martin Junior Wardell and Celia Jane Wardell, husband and wife, and Robert E. Wardell upon the death of the said Martin D. Wardell, and that they then became the sole owners in fee simple of all the real property hereinbefore particularly described.

That this Affidavit is made in accordance with the provisions of Section 2-9-102, Wyoming Statutes, 1977, and that the certificate of death hereto annexed and by this reference made a part of this affidavit, is a copy of the official death certificate of the decedent, Martin D. Wardell, certified to by the public authority in which such original death certificate is a matter of record.

DATED this 2nd day of September, 1981.

Celia Jane Wardell
CELIA JANE WARDELL, Affiant

186506

RECORDED September 2 1981 2:30 P M
IN BOOK 39 Misc PAGE 94
FEES $8.00 Lou J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

[redacted] [redacted] [redacted]

THE STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 2nd day of September, 1981, by Celia Jane Wardell.

Witness my hand and official seal.

Laura Deputy County Clerk
~~NOTARY PUBLIC~~ (Sublette)

My ~~commission~~ term expires:

Jan 3, 1983

94

STATE OF WYOMING

DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

LOCAL FILE NUMBER

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

IF DEATH OCCURRED IN INSTITUTION, SEE HANDBOOK REGARDING COMPLETION OF RESIDENCE ITEMS

DECEDENT-NAME FIRST	MIDDLE	LAST	SEX	DATE OF DEATH (Mo., Day, Yr.)
1. Martin	Douglas	Wardell	2. Male	3. SEPT 8 1980

RACE – (e.g., White, Black, American Indian, etc.) (Specify)	ORIGIN OR DESCENT (e.g. Italian, Mexican, German, Puerto Rican, English, Cuban, etc.) (Specify)	AGE – Last Birthday (Yrs.)	UNDER 1 YEAR MOS.	UNDER 1 YEAR DAYS	UNDER 1 DAY HOURS	UNDER 1 DAY MINS.	DATE OF BIRTH (Mo.
4a. White	4b. Scotch English	5a. 77	5b.		5c.		Oct. 28 19

PLACE OF DEATH – Hospital or other Institution-Name (If not in either give street and number)	IF HOSP. OR INST. Indicate DOA, OP/Emer. Rm., Inpatient (Specify)	CITY, TOWN OR LOCATION OF DEATH	COUNTY OF DEATH
7a. His Ranch	7b. --------	7c. Rural Big Piney	7d. Sublette

STATE OF BIRTH (If not in U.S.A., name country)	CITIZEN OF WHAT COUNTRY	MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify)	SURVIVING SPOUSE (If wife, give maiden name)	WAS DECEDENT EVER IN ARMED FORCES? (Specify Yes or No)
8. Wyoming	9. U.S.A.	10. Married	11. Alice Hill	12. No.

SOCIAL SECURITY NUMBER	USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)	KIND OF BUSINESS OR INDUSTRY
13. 520-20-6633	14a. Ranching	14b. Ranching

RESIDENCE - STATE	COUNTY	CITY, TOWN OR LOCATION	STREET AND NUMBER	INSIDE CITY (Specify Yes or No)
15a. Wyoming	15b. Sublette	15c. Rural Big Piney	15d. Box 98	15e. NO

PARENTS

FATHER - NAME FIRST	MIDDLE	LAST	MOTHER - MAIDEN NAME FIRST	MIDDLE	LAST
16. John		Wardell	17. Jane	D.	Hill

INFORMANT - NAME (Type or Print)	MAILING ADDRESS STREET OR R.F.D. NO.	CITY OR TOWN	STATE
18a. Martin J. Wardell	18b. Box 98	Big Piney	Wyoming 83113

DISPOSITION

BURIAL, CREMATION, REMOVAL, OTHER (Specify)	CEMETERY OR CREMATORY - NAME	LOCATION CITY OR TOWN
19a. Burial	19b. Plainview	19c. Big Piney Wyo.

FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	NAME OF FACILITY	ADDRESS OF FACILITY
20a. ▶ Robert M Bullock Lic. 39	20b. Valley Mortuary	20c. Big Piney Wyo 83113

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated.

(Signature and Title) ▶ J P Johnston MD

DATE SIGNED (Mo., Day, Yr.) 21b. SEPT 9 1980. HOUR OF DEATH 21c. 11:15 A. M

NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print) 21d.

To be Completed by CORONER Only

22a. On the basis of examination and/or investigation, in my opinion death occurred at the date and place and due to the cause(s) stated.

(Signature and Title) ▶

DATE SIGNED (Mo., Day, Yr.) 22b. HOUR OF DEATH 22c.

PRONOUNCED DEAD (Mo., Day, Yr.) 22d. ON PRONOUNCED DEAD (Ti 22e. AT

NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print) 23.

REGISTRAR	DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
24a. (Signature) ▶ J P Johnston MD	24b. 9/15/80

CAUSE OF DEATH

CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST

PART I

25. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).) Interval between onset

(a) Blood loss — Interval: hours

DUE TO, OR AS A CONSEQUENCE OF:

(b) Hemolytic anemia — Interval: Month

DUE TO, OR AS A CONSEQUENCE OF:

(c) Chronic Lymphatic Leukemia — Interval: Year

PART II OTHER SIGNIFICANT CONDITIONS – Conditions contributing to death but not related to cause given in PART I (a) ----------

AUTOPSY (Specify Yes or No) 26. No

WAS CASE REFERRED TO CORON (Specify Yes or No) 27. Yes

ACC., SUICIDE, HOM., UNDET., OR PENDING INVEST. (Specify)	DATE OF INJURY (Mo., Day, Yr.)	HOUR OF INJURY	DESCRIBE HOW INJURY OCCURRED
28a. Natural	28b. --------	28c. ------ M	28d. ----------

INJURY AT WORK (Specify Yes or No)	PLACE OF INJURY – At home, farm, street, factory, office building, etc. (Specify)	LOCATION STREET OR R.F.D. No. CITY OR TOWN
28e. ----------	28f. ----------	28g. ----- -------- -----

8 PHYSICIAN: The law requires that the death certificate be signed within 24 hours after death. W.S. 35-79.18(c) Penalty for failure to do so. W.S. 35-79.31(b)

SEP 16 1980

THIS IS TO CERTIFY that this reproduction is a true copy of a record on file in Vital Records Services, Division of Health and Medical Services, Wyoming Department of Health and Social Services, Cheyenne, Wyoming.

J P Johnston MD

Lawrence J. Cohen, M. D.
State Registrar

Date Issued September 26, 1980

By _____
Deputy State Registrar
Vital Records Services

If this copy does not bear a raised seal and the signature of the Deputy State Registrar is not in red, this is not an official certified copy.

AGREEME[redacted] WARRANTY DEED—FORM NO. 14 [redacted] THE MILLS COMPANY, BHE[redacted]

THIS AGREEMENT, Made and entered into this 26th day of August 19 81, by and between LOUISE W. WILSON, an unmarried woman, 4951 W. 58th Ave. of Arvada, County, State of Colorado, of the first part, and CHERYL R. ELY, a married woman dealing in her sole and separate property, of Pinedale, Sublette County, State of Wyoming, of the second part,

WITNESSETH, That the party of the first part, for and in consideration of the sum of ($ 10.00*********) Ten Dollars and other good and valuable consideration---------- DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said party of the second part, her heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on her part to be kept and performed; do es hereby for herself and her heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said party of the second part by a good and sufficient Warranty Deed, subject, however, to 1/3 of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lots One (1) and Two (2), Block 13, Pines Addition to the Town of Pinedale Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

SOLD FOR Seventy-One Thousand Five Hundred & No/100 DOLLARS ($71,500.00*****) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the party of the second part do es hereby, for herself and her heirs, executors, administrators and assigns, covenant, promise and agree to and with the said party of the first part, her heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit: $40,000.00 at closing on or before the 1st day of September, 1981, assuming the unpaid balance of $23,085.38 as of 9/1/81, on the mortgage held by Utah Mortgage Loan Corporation, and paying the sum of $8404.62 to Seller; payments shall be made as follows: $8404.62 shall be made in 60 equal payments of $182.75 including interest at the rate of 11% per annum; first payment due 9/22/81 and monthly thereafter until paid in full; mortgage balance of $23,085.38 shall be paid in monthly payments of $267.00, said payments including interest at the rate of 8½% per annum, taxes and insurance; payments may rise to reflect increased cost of taxes and insurance; first said payment due 9/22/81, and monthly until the Seller's balance is paid in full. Upon Seller's balance being paid in full, said payments shall be the sole responsi-

Payable at the office of First National Bank of Pinedale with interest at the rate of ___ per cent per annum from date. Interest payable ___. If principal or interest is not paid when due, the same to draw ___ per cent interest per annum from maturity until paid.

*bility of Buyer and will not be made through the escrow, although monthly payments will continue.
No penalty for prepayment of this contract. Party of the first part will arra
to have party of second part's name added as loss payee to the existing prope

(On back)

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said party of the second part, her heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on her part to be performed, then said party of the first part, her heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said party of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The party of the second part agrees to keep the buildings on said premises insured in a sum not less than ___ Dollars, in favor of and payable to party of the first part, as ___ interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

XXXXXXXX
In presence of

LOUISE W. WILSON

CHERYL R. ELY

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by LOUISE W. WILSON,

this 31 day of August, 19 81.

Witness my hand and official seal.

Notary Public
Signature
Notary Public
Title of Officer

My Commission Expires: My Commission expires February 22, 1983

97

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by CHERYL R. [illegible] this 1 day of September, 1981.

WITNESS my hand and official seal.

My Commission expires February 22, 1983

Notary Public

My commission expires:

**insurance policy which is paid through the mortgagee, Utah Mortgage Loan Co[illegible]

ASSIGNMENT

_____ 19___

For VALUE RECEIVED, _____ hereby assign unto _____ all _____ right, title and interest in and to the within contract, and I authorize the part___ of the first part therein to execute a deed to said _____ or to _____ heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS _____

Party of the Second Part.

Consent is hereby given for the above assignment.

Party of the First Part.

DATE	TOTAL PAYMENT	INTEREST	PRINCIPAL	BALANCE	BY
		186520			

RECORDED Sept 5, 1981 1:30 P.M.
IN BOOK 38 Misc PAGE 97
FEES $6.00 Lee J Yahn
COUNTY CLERK
WYOMING

by Deputy Mary M. Lewis

AGREEMENT FOR

WARRANTY DEED

FROM

TO

Dated _____, 19___

Expires _____, 19___

Lot _____

Block _____

Add. _____

AFFIDAVIT

STATE OF UTAH)
:
County of Salt Lake)

Paul Logan Homer, being duly sworn, deposes and says that:

1. I am of lawful age.

2. I am one of the Grantors of that certain deed made by Willard C. Spence and Glyndon Homer Spence, his wife, and Paul Logan Homer and Mildred Homer, his wife, granting to Albert E. Schwabacher and May K. Schwabacher, his wife, covering certain lands situated in Sublette County, Wyoming and reserving certain mineral interests therein, which lands and mineral interests included the following:

Township 30 North, Range 114 West

Section 27: S 1/2 SW 1/4

Section 34: NE 1/4 NW 1/4

120 Acres

3. At the time of making said deed, I was married to Mildred Homer, who is now deceased and a certified copy of whose death certificate is attached to this affidavit and made a part hereof. My late wife had no property interest in the lands and interests conveyed and reserved by the deed but joined therein on Grantee's request and for the purposes of waiving and relinquishing any right she might have or acquire by operation of law.

RECORDED September 3 1981 2:30 P M
BOOK 37 Misc PAGE 99
FEES $8.00 Sandy Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

136611

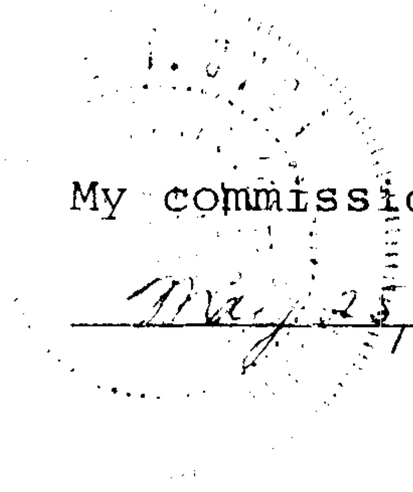
by Dorothy McClain

4. I have remarried. My wife is F. Ruth G. Homer. We reside in Salt Lake County, Utah.

DATED, September 1, 1981.

Paul Logan Homer

Subscribed and sworn to before me this 1st day of September, 1981.



My commission expires:

Dec. 25, 1982

Wadge T. Lyon
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH - DEPARTMENT OF HEALTH

OCT 8 1964 REGISTRATION NO. 2156 **CERTIFICATE OF DEATH** STATE FILE NO. 64 18 19222

1. PLACE OF DEATH a. COUNTY: Salt Lake		2. USUAL RESIDENCE (Where deceased lived. If institution: Residence before admission) a. STATE: Utah b. COUNTY: Salt Lake
b. CITY, TOWN, OR LOCATION: Salt Lake City	c. LENGTH OF STAY IN (b): 2 Years	c. CITY, TOWN, OR LOCATION: 256 East 3rd South Street
d. NAME OF HOSPITAL OR INSTITUTION (If not in hospital, give street address): Holy Cross Hospital		d. STREET ADDRESS: Salt Lake City, Utah
e. IS PLACE OF DEATH INSIDE CITY LIMITS? YES ☒ NO ☐		e. IS RESIDENCE INSIDE CITY LIMITS? YES ☒ NO ☐ — f. IS RESIDENCE ON A FARM? YES ☐ NO ☒

3. NAME OF DECEASED (Type or print)	First: MILDRED	Middle: ALBERTA	Last: UNKEL	Maiden: HOMER	4. DATE OF DEATH: Month, Day, Year: September 17, 1964	
5. SEX: Female	6. COLOR OR RACE: White	7. MARRIED ☒ NEVER MARRIED ☐ WIDOWED ☐ DIVORCED ☐	8. DATE OF BIRTH: May 25, 1907	9. AGE (In years last birthday): 57	IF UNDER 1 YEAR: Months / Days	IF UNDER 24 HRS.: Hours / Min.
10a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Housewife	10b. KIND OF BUSINESS OR INDUSTRY: Own Home	11. BIRTHPLACE (State or foreign country): Omaha, Nebreaka	12. CITIZEN OF WHAT COUNTRY?: U.S.A.			
13. FATHER'S NAME: Frederick Unkel	14. MOTHER'S MAIDEN NAME: Florence Broberg	NAME OF SPOUSE: Paul Logan Homer				
15. WAS DECEASED EVER IN U. S. ARMED FORCES? (Yes, no, or unknown): No (If yes, give war or dates of service)	16. SOCIAL SECURITY NO.	17. INFORMANT: Paul L. Homer	Address: Same as 2d			

MEDICAL CERTIFICATION

18. CAUSE OF DEATH (Enter only one cause per line for (a), (b), and (c).)

PART I. DEATH WAS CAUSE BY:
IMMEDIATE CAUSE (a) Acute Myocardial Infarction

Conditions, if any, which gave rise to above cause (a), stating the underlying cause last.
DUE TO (b)
DUE TO (c)

INTERVAL BETWEEN ONSET AND DEATH

PART II. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO THE TERMINAL DISEASE CONDITION GIVEN IN PART I(a)

19. WAS AUTOPSY PERFORMED? YES ☐ NO ☐

20a. ACCIDENT ☐ SUICIDE ☐ HOMICIDE ☐	20b. DESCRIBE HOW INJURY OCCURRED. (Enter nature of injury in Part I or Part II of item 18.)		
20c. TIME OF INJURY: Hour (a. m. / p. m.) Month, Day, Year			
20d. INJURY OCCURRED: WHILE AT WORK ☐ NOT WHILE AT WORK ☐	20e. PLACE OF INJURY (e. g., in or about home, farm, factory, street, office bldg., etc.)	20f. CITY, TOWN, OR LOCATION / COUNTY / STATE	

21. I attended the deceased from 6/1/64 to 9/17/64 and last saw her/him alive on 9/17/64
Death occurred at 3:45 A m. on the date stated above; and to the best of my knowledge, from the causes stated.

22a. SIGNATURE (Degree or title): A. Lloyd Tillman MD	22b. ADDRESS: 505 East 5th South	22c. DATE SIGNED: 9/18/64

23a. BURIAL, CREMATION, REMOVAL (Specify): Removal	23b. DATE: Sept. 19, 1964	23c. NAME OF CEMETERY OR CREMATORY: Big Piney Cemetery	23d. LOCATION (City, town, or county) (State): Big Piney, Wyoming	
24. FUNERAL DIRECTOR'S SIGNATURE AND ADDRESS: LARKIN MORTUARY-Salt Lake City, Utah	25. DATE RECD. BY LOCAL REG.: 9-18-1964	26. REGISTRAR'S SIGNATURE: Richard A. Wilson M.D.		

Is a Record ill be nently led

Plainly

powriter ding Ink

ams to mplete ccurate

sician sign onally

original ificate Local gistrar diately

ns should se of Death in terms

ral r's No.

r's No. 19

-5/64

UTAH DEPARTMENT OF HEALTH

This is to certify that this is a true copy of the certificate on file in this office. This certified copy was issued under authority of section 26-2-22 of the Utah Code Annotated, 1953 as Amended.

Date Issued: AUG 31 1981

John E. Brockert
John E. Brockert
STATE REGISTRAR OF VITAL STATISTICS

AFFIDAVIT

STATE OF UTAH)
:
County of Salt Lake)

Glyndon Homer Spence, being duly sworn, deposes and says that:

1. I am of lawful age and am a resident of Salt Lake County, Utah.

2. I am one of the Grantors of that certain deed made by Willard C. Spence and Glyndon Homer Spence, his wife, and Paul Logan Homer and Mildred Homer, his wife, granting to Albert E. Schwabacher and May K. Schwabacher, his wife, covering certain lands situated in Sublette County, Wyoming and reserving certain mineral interests therein, which lands and mineral interests included the following:

Township 30 North, Range 114 West

Section 27: S 1/2 SW 1/4

Section 34: NE 1/4 NW 1/4

120 Acres

3. At the time of making said deed, I was married to Willard C. Spence, who is now deceased and a certified copy of whose death certificate is attached to this affidavit and made a part hereof. My late husband had no property interest in the lands and interests conveyed and reserved by the deed but joined therein on Grantee's request and for the purposes of waiving and relinquishing any right he might have or acquire by operation of law.

186522

RECORDED September 3 1982 2:30 P.M.
IN BOOK 39 Misc PAGE 102
FEES $8.00 Lou Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

4. I have not married.

DATED, September 1, 1981.

Glyndon Homer Spence

Subscribed and sworn to before me this 1st day of September, 1981.

Notary Public
Residing at: Salt Lake City, Utah

My commission expires:
Dec 25, 1982

104

R 3. 1975

OR PRINT IN
AMENT INK
NDBOOK FOR
STRUCTIONS

UTAH STATE DIVISION OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 18-709

STATE FILE NUMBER 143 75 001391

DECEASED—NAME (1. FIRST Willard; MIDDLE Clyde; LAST SPENCE) | 2. SEX Male | 3. DATE OF DEATH (MONTH, DAY, YEAR) February 21, 1975

4. RACE (WHITE, NEGRO, AMERICAN INDIAN, ETC.) (SPECIFY) White | 5a. AGE—LAST BIRTHDAY (YEARS) 79 | 5b. UNDER 1 YEAR MOS. DAYS | 5c. UNDER 1 DAY HOURS MIN. | 6. DATE OF BIRTH (MONTH, DAY, YEAR) Sept. 8, 1895 | 7. COUNTY OF DEATH Salt Lake

7a. CITY, TOWN, OR LOCATION OF DEATH: Salt Lake City | 7b. INSIDE CITY LIMITS (SPECIFY YES OR NO): Yes | 7d. HOSPITAL OR OTHER INSTITUTION—NAME (IF NOT IN EITHER, GIVE STREET AND NUMBER): Holy Cross Hospital

06-43
ECEASED

8. STATE OF BIRTH (IF NOT IN U.S.A., NAME COUNTRY): Utah | 9. CITIZEN OF WHAT COUNTRY: U.S.A. | 10. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (SPECIFY): Married | 11. SURVIVING SPOUSE (IF WIFE, GIVE MAIDEN NAME): Glyndon Elizabeth Homer

ESIDENCE
ECEASED
IF DEATH
ED IN
SION, GIVE
CE BEFORE
ON.

12. SOCIAL SECURITY NUMBER: 529-20-5819 | 13a. USUAL OCCUPATION (GIVE KIND OF WORK DONE DURING MOST OF WORKING LIFE, EVEN IF RETIRED): Sports Statistician | 13b. KIND OF BUSINESS OR INDUSTRY: S. L. Tribune

14a. RESIDENCE—STATE: Utah | 14b. COUNTY: Salt Lake | 14c. CITY, TOWN, OR LOCATION: Salt Lake City | 14d. INSIDE CITY LIMITS (SPECIFY YES OR NO): Yes | 14e. STREET AND NUMBER: 622 12th Avenue

-18-06
ARENTS

15. FATHER—NAME (FIRST William; MIDDLE Charles; LAST Spence) | 16. MOTHER—MAIDEN NAME (FIRST Cynthia; MIDDLE Ann; LAST Eldredge)

17a. INFORMANT—NAME: Mrs. Glyndon H. Spence | 17b. MAILING ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP): 622 12th Avenue-Salt Lake City, Utah

PART I. DEATH WAS CAUSED BY: (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c)) | APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH

18 IMMEDIATE CAUSE
(a) Acute Myocardial Infarction — 9 days.
DUE TO, OR AS A CONSEQUENCE OF:
CONDITIONS, IF ANY, WHICH GAVE RISE TO IMMEDIATE CAUSE (a), STATING THE UNDERLYING CAUSE LAST
(b)
DUE TO, OR AS A CONSEQUENCE OF:
(c)

4109
AUSE
4-09

PART II. OTHER SIGNIFICANT CONDITIONS: CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN PART I (a) | 19a. AUTOPSY (YES OR NO): No | 19b. IF YES WERE FINDINGS CONSIDERED IN DETERMINING CAUSE OF DEATH

20a. ACCIDENT, SUICIDE, HOMICIDE, OR UNDETERMINED (SPECIFY) | 20b. DATE OF INJURY (MONTH, DAY, YEAR) | 20c. HOUR M. | 20d. HOW INJURY OCCURRED (ENTER NATURE OF INJURY IN PART I OR PART II, ITEM 18)

20e. INJURY AT WORK (SPECIFY YES OR NO) | 20f. PLACE OF INJURY AT HOME, FARM, STREET, FACTORY, OFFICE BLDG., ETC. (SPECIFY) | 20g. LOCATION (STREET OR R.F.D. NO., CITY OR TOWN, STATE)

CERTIFICATION—PHYSICIAN: 21a. I ATTENDED THE DECEASED FROM Feb 12 1975 (MONTH DAY YEAR) TO Feb 21, 1975 (21b. MONTH DAY YEAR) | 21c. AND LAST SAW HIM/HER ALIVE ON Feb 21 1975 (MONTH DAY YEAR) | 21d. I SAW/DID NOT VIEW THE BODY AFTER DEATH. Did Not | 21e. DEATH OCCURRED (HOUR) 2 35 P M. AT THE PLACE, ON THE DATE, AND, TO THE BEST OF MY KNOWLEDGE, DUE TO THE CAUSE(S) STATED.

CERTIFICATION—MEDICAL EXAMINER: EXAMINATION OF THE BODY AND/OR THE INVESTIGATION, IN MY OPINION, DEATH OCCURRED AT THE TIME AND DUE TO THE CAUSE(S) STATED. | HOUR OF DEATH M. | THE DECEDENT WAS PRONOUNCED DEAD MONTH DAY YEAR HOUR M.

Richard P. Bigelow, M.D.
Suite 401 Phone 355-4631
1060 East First South
Salt Lake City, Utah 84102

22a. CERTIFIER—NAME (TYPE OR PRINT) | 23b. SIGNATURE Richard P. Bigelow M.D. | DEGREE OR TITLE | 23c. DATE SIGNED (MONTH, DAY, YEAR) Feb 24, 1975

23d. MAILING ADDRESS—CERTIFIER (STREET OR R.F.D. NO. / CITY OR TOWN / STATE / ZIP)

ERTIFIER
1

24a. BURIAL, CREMATION, REMOVAL (SPECIFY): Burial | 24b. CEMETERY OR CREMATORY—NAME: Salt Lake City Cemetery | 24c. LOCATION (CITY OR TOWN, STATE): Salt Lake City, Utah

URIAL

24d. DATE (MONTH, DAY, YEAR) Feb. 25, 1975 | 25a. FUNERAL HOME—NAME AND ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP): Larkin Mortuary - Salt Lake City, Utah 84111

25b. FUNERAL DIRECTOR—SIGNATURE | 26a. REGISTRAR—SIGNATURE | 26b. DATE RECEIVED BY LOCAL REGISTRAR: February 25, 1975

UTAH DEPARTMENT OF HEALTH

This is to certify that this is a true copy of the certificate on file in this office. This certified copy was issued under authority of section 26-2-22 of the Utah Code Annotated, 1953 as Amended.

AUG 31 1981
Date Issued:

John E. Brockert
John E. Brockert
STATE REGISTRAR OF VITAL STATISTICS

[redacted] [redacted] [redacted]

ASSIGNMENT

For VALUE RECEIVED, we hereby assign unto 18 August 1981 R. CRAIG SHEPPARD, a single man, all their right, title and interest in and to the within contract, and authorize the part y of the first part therein to execute a deed to said R. CRAIG SHEPPARD or to his heirs or assigns, when the terms and conditions of this contract are fully complied with.

ATTEST: Edna E. Hicks
Secretary

Neil H. Cox
Kathleen A. Cox
Party of the Second Part.

Consent is hereby given for the above assignment.

PINE TREE INDUSTRIES, INC. By Joseph R. Hicks President
Party of the First Part.

DATE	TOTAL PAYMENT	INTEREST	PRINCIPAL	BALANCE	BY

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Neil H. Cox, Kathleen A. Cox, Joseph R. Hicks, President, and Edna E. Hicks, Secretary of Pine Tree Industries, Inc., A Wyoming Corporation, this 28th day of August 1981.

Witness my hand and official seal.

Don Teeter Notary Public County of Sublette State of Wyoming My Commission Expires Sept 11 1983

Notary Public

My Commission expires:

186548

RECORDED September 4 1981 9:45 AM
IN BOOK 39 Misc PAGE 105
FEES $6.00 Lana J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

AGREEMENT FOR

WARRANTY DEED

FROM

TO

Dated ____, 19____

Expires ____, 19____

Lot ____

Block ____

Add. ____

105

AGREEMENT FOR WARRANTY DEED—FORM NO. 14 106 THE MILLS COMPANY, SHERIDAN

THIS AGREEMENT, Made and entered into this 12th day of May 19 80, by and between PINE TREE INDUSTRIES, INC., A Wyoming Corporation,

of Pinedale, Sublette County, State of Wyoming, of the first part, and NEIL H. COX and KATHLEEN A. COX, husband and wife, as tenants of an estate by the entireties with full right of survivorship,

~~Box 915~~

of Pinedale, Sublette County, State of Wyoming, of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of ($ 3,750.00) Three Thousand Seven Hundred Fifty and No/100 - - - - - - - - - - - - DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to 7/12 of the taxes of A. D. 1980 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: Lot Six (6) Scenic View Subdivision as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; to prior mineral reservations of record; and to Restrictions Governing Scenic View Subdivision recorded in Book 36 of Miscellaneous, page 383, on 2/7/80, office of the County Clerk. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

SOLD FOR Fifteen Thousand and No/100 - - - - - DOLLARS ($ 15,000.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said party of the first part, its heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:
$3,750.00 down; balance of $11,250.00 payable in 120 monthly payments of $148.68 which include interest at the rate of 10% per annum, first said payment due 7/1/80; succeeding payments due the 1st day of each month thereafter until paid in full.

179819

RECORDED May 19 1980 AT 11:00 A.M.
IN BOOK 36 Misc PAGE 697
FEES 4.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY CLERK by Dorothy M. Thies

Payable at the office of First National Bank of Pinedale with interest at the rate of 10 per cent per annum from date. Interest payable included* If principal or interest is not paid when due, the same to draw 10 per cent interest per annum from maturity until paid. * in payment.

Right to accelerate payments in any multiple of $1,000.00 or the entire balance then due on any payment date after 1 January 1981, and thus reduce interest is hereby granted by party of the first part.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said party of the first part, its heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than None Dollars, in favor of and payable to party of the first part, as its interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

S E A L

PINE TREE INDUSTRIES, INC.

By Joseph R. Hicks, President

ATTEST: Edna E. Hicks, Secretary

Neil H. Cox

Kathleen A. Cox

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Joseph R. Hicks as President, and Edna E. Hicks as Secretary of Pine Tree Industries, Inc.; and Neil H. Cox and Kathleen A. Cox,

this 19th day of May, 1980.

Donna E. Sievers - Notary Public
Witness my hand and official seal.
County of Sublette State of Wyoming
My commission expires April 22,1982

Donna E. Sievers
Signature
Notary Public
Title of Officer

My Comm [redacted] Expires: 4/22/82 [redacted] [redacted]

RECORDED Sept 4 1981 2:30 P
IN BOOK 39 Misc PAGE 107
FEES $6.00 Lora J Yale COUNTY CLE
SUBLETTE COUNTY, PINEDALE, WYOMING

186552

Dorothy M. Ell

ESTABLISHMENT OF ELK HORN ROAD,
A PRIVATE ROAD AND WAY

KNOW ALL MEN BY THESE PRESENTS:

That V. L. LOONEY and PATRICIA E. LOONEY, husband and wife, of Pinedale, Sublette County, Wyoming, DO HEREBY ESTABLISH, MAKE AND DECLARE the following described real estate situate in the County of Sublette and State of Wyoming, to-wit:

A strip of land thirty feet in width being part of the S/2 NE/4, Lots 1, 2 and 3 of Section 6, Township 34 North, Range 112 West and the S/2 SW/4 of Section 31, Township 35 North, Range 112 West, Sublette County, Wyoming with the center-line described as follows:

Beginning at a point on the center-line of the Daniel-Merna County Road No. 23-112, N89°-22.5'W, 507.29 feet from the east one-quarter corner of said Section 6;

Thence N11°-52.2'W, 1314.22 feet to a point being the intersection with East Elk Horn Road, S86°-32.1'W, 738.46 feet from the southeast corner of said Lot 1;

Thence S88°-29.2'W, 162.22 feet to a point;

Thence N81°-56.2'W, 772.82 feet to a point;

Thence N53°-14.3'W, 1019.93 feet to a point;

Thence N54°-56.6'W, 237.95 feet to a point on the east line of said Lot 3, S00°-55.5'E, 558.45 feet from the northeast corner of said Lot 3 identical with the north one-quarter corner of said Section 6;

Thence N53°-06.5'W, 933.04 feet to a point on the north line of said Section 6, N89°-52'W, the base bearing for this survey, 737.20 feet from said north one-quarter corner;

Thence continuing N53°-06.5'W, 324.82 feet to a point;

Thence N41°-33.5'W, 313.91 feet to a point;

Thence N45°-17.5'W, 745.78 feet to a point;

Thence N08°-33'W, 223.28 feet to a point;

Thence N06°-28.5'E, 150.04 feet, more or less, to an intersection with the north line of the said S/2 SW/4, N32°-31'E, 1565.44 feet from the southwest corner of said Section 31;

and

A strip of land thirty feet in width being part of the SE/4 NE/4 and Lot 1 of Section 6, and Lot 4 of Section 5, Township 34 North, Range 112 West, Sublette County, Wyoming, with the center-line and north right-of-way line described as follows:

Beginning at a point on Elk Horn Road, S86°-32.1'W, 738.46 feet from the southeast corner of said Lot 1;

Thence N32°-16.0'E, 752.62 feet along said center-line to a point on the north right-of-way line of said road;

Thence N88°-16.3'E, 317.34 feet along said north right-of-way line to an intersection with the east line of said Section 6, N01°-34.7'W, 601.65 feet from the southeast corner of said Lot 1;

Thence continuing N88°-16.3'E, 660.00 feet along said north right-of-way line to a point, N45°-55'E, 893.07 feet from said southeast corner of Lot 1;

each "point" marked by a 3/8"x12" steel spike;

each "corner" marked by a 2" galvanized steel pipe 28" long with brass cap inscribed "PAUL N SCHERBEL RLS164 BIG PINEY WYOMING" and appropriate details;

all in accordance with the map prepared and filed in the office of the Clerk of Sublette County dated 1 September 1981.

a private road and way of access to all lands adjoining the same, and for the use and benefit of said adjoining lands and the owners thereof and their heirs forever, said road and way to be known hereafter as ELK HORN ROAD.

DATED this 4th day of September, 1981.

V. L. Looney
V. L. LOONEY

Patricia E. Looney
PATRICIA E. LOONEY

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by V. L. LOONEY and PATRICIA E. LOONEY, husband and wife, this 4th day of September, 1981.

Witness my hand and official seal.

Faye Hammons
Notary Public

My commission expires:

FAYE HAMMONS Notary Public
County of Sublette State of Wyoming
My Commission expires November 22, 1983

A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

V. L. LOONEY being first duly sworn upon his oath, according to law, deposes and says:

1-

That by written agreement made and entered on the 18th day of August, 1981, this affiant, V. L. LOONEY, and his wife, PATRICIA E. LOONEY, of Pinedale, Wyoming, Parties of the first part under said agreement and denoted therein as "Seller", did promise, covenant and agree to sell and convey the following described lands and real estate situate in the County of Sublette and State of Wyoming, to-wit:

Township 34 North, Range 112 West of the 6th P.M.

Section 4 - E/2 SW/4 NW/4,
E/2 NW/4 SW/4

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO easements and rights of way of record or in actual use for telephone lines, electric transmission lines, and irrigation ditches and canals, AND SUBJECT FURTHER TO all outstanding mineral interests, BUT OTHERWISE FREE AND CLEAR of all exceptions, reservations, defects and encumbrances,

unto CLAUDE E. TATE, JR., and GWENDOLYN L. TATE, husband and wife, of 555 Pontiac, Casper, Wyoming 82601, Parties of the Second Part under said agreement and in said agreement denoted as "Purchaser";

2-

That the consideration for said property is to be paid in in-

186553

RECORDED Sept 4 1981 2:30 P.M.
IN BOOK 39 Misc PAGE 109
FEES $6.00 Lavon Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy M Lewis

109

stallments and the final installment of said consideration, together with interest, is to be made on the 1st day of September, 1991, unless sooner paid;

3-

Upon payment of the consideration for said lands, purchase price, as set forth in said agreement, together with all interest, on the 1st day of September, 1991, or such other time as payment of the purchase price and interest shall be made, Seller will convey by statutory form of warranty deed the above described lands and real estate unto Purchaser;

4-

Possession of the above real property has been delivered unto Purchaser and Purchaser may remain in possession thereof so long as compliance is made with all of the material covenants of said agreement, including the payment of purchase price, together with interest;

5-

Said agreement contains the usual and customary provisions for recovery of the property, and termination of the interests of Purchaser, in event of default in the payment of purchase price, together with interest, and other material covenants of the agreement;

6-

All taxes levied upon said property in the year 1981, and prior years, are to be paid by Seller;

7-

All taxes levied upon said property in the year 1982, and thereafter, are to be paid by Purchaser.

V. L. Looney
V. L. LOONEY

Subscribed and sworn to before me this 4th day of September, 1981.

FAYE HAMMONS Notary Public
County of Sublette State of Wyoming
My Commission expires November 22, 1983

Faye Hammons
Notary Public

My commission expires:

AGREEMENT — DEED — FORM NO. 14 THE HILLS COMPANY, SHERIDAN

THIS AGREEMENT, Made and entered into this 3rd day of August 19 81, by and between HERBERT J. SKINNER and GOLDIE L. SKINNER, husband and wife,

of Boulder, Sublette County, State of Wyoming, of the first part, and D. H. MARGROFF, a single man,

1318 Gannon Drive

of Sacramento 95825, Sacramento County, State of California, of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of ($4,060.00) Four Thousand Sixty and No/100 - - - - - - - - - - - - - - - - - - DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said party of the second part, his heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on his part to be kept and performed; do hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said party of the second part by a good and sufficient Warranty Deed, subject, however, to 1/2 of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: Lot One (1) Highland View Estates Second Filing as the same appears of record in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;

SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; to covenants and building restrictions of record in Book 35 of Miscellaneous, page 563, office of the County Clerk. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

SOLD FOR Fourteen Thousand and No/100 - - - - - - DOLLARS ($14,000.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the part y of the second part does hereby, for himself and his heirs, executors, administrators and assigns, covenant, promise and agree to and with the said parties of the first part, their heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$4,060.00 down; balance of $9,940.00 payable in twenty-three (23) equal monthly payments of $200.00 which include interest at the rate of 10% per annum, first said payment due 10/1/81 and monthly thereafter for a total of 23 payments; balance of principal and interest due the 1st day of the following month as 24th payment.

186566

RECORDED September 8 1981 2:05 PM
IN BOOK 39 Misc PAGE 111
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK By [illegible]

Payable at the office of First National Bank of Pinedale with interest at the rate of 10 per cent per annum from date. Interest payable as above set out. If principal or interest is not paid when due, the same to draw 10 per cent interest per annum from maturity until paid.

Purchaser shall have the right of prepayment without penalty, interest only to date of payoff.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said party of the second part, his heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on his part to be performed, then said parties of the first part, their heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said party of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The party of the second part agrees to keep the buildings on said premises insured in a sum not less than None Dollars, in favor of and payable to parties of the first part, as their interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of

Herbert J. Skinner
Goldie L. Skinner
D. H. Margroff

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Herbert J. Skinner and Goldie L. Skinner,

this 3rd day of August SEPTEMBER, 1981.

Witness my hand and official seal.

NOTARY PUBLIC SUBLETTE COUNTY, WYO.

Bruce H Kinzel
Signature
Notary Public
Title of Officer

My Commission Expires: My Commission expires September 21, 1982

///

STATE OF California }
COUNTY OF Sacramento } ss.

The foregoing instrument was acknowledged before me by D. H. MARGROFF this 1st day of September, 1981.

Witness my hand and official seal.

Doreen Biddle
Notary Public

My commission expires: June 1, 1984

ASSIGNMENT

_____ 19__

For VALUE RECEIVED, _____ hereby assign unto _____ all _____ right, title and interest in and to the within contract, and I authorize the part _____ of the first part therein to execute a deed to said _____ or to _____ heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS _____ _____
Party of the Second Part.

Consent is hereby given for the above assignment. _____
Party of the First Part.

DATE	TOTAL PAYMENT	INTEREST	PRINCIPAL	BALANCE	BY

[redacted]
RECORDED
IN BOOK
PAGE
FEES
COUNTY CLERK
SUSLETTE COUNTY CLERK

AGREEMENT FOR

WARRANTY DEED

FROM

TO

Dated _____, 19__

Expires _____, 19__

Lot _____

Block _____

Add. _____

AGREEMENT, WARRANTY DEED—FORM NO. 14 THE MILLS COMPANY, CHERI[redacted]

THIS AGREEMENT, Made and entered into this 6th day of June 19 79, by and between VICTOR D. FULK, a single man,

of Pinedale, Sublette County, State of Wyoming, of the first part, and EARL J. MARTIN and SHIRLEY I. MARTIN, husband and wife, as tenants of an estate by the entireties, an undivided 1/2 interest; and KENNETH D. THOLL and DEBRA A. THOLL, husband and wife, as tenants of an estate by the entireties, the other undivided 1/2 interest

of Mills, 82644 Box 219, Natrona County, State of Wyoming, of the second part,

WITNESSETH, That the party of the first part, for and in consideration of the sum of ($ 500.00) Five Hundred and No/100 - DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do es hereby for himself and his heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to 7/12 of the taxes of A. D. 1979 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lot 21 Big Country Ranches Third Filing as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; to prior mineral reservations of record; and to Restrictions Governing Big Country Ranches filed in the office of the County Clerk 6/20/76, Book 34 of Misc. page 165; NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

SOLD FOR Fourteen Thousand Five Hundred and No/100 DOLLARS ($ 14,500.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said party of the first part, his heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$500.00 down; balance of $14,000.00 payable in 120 monthly payments of $177.35 which include interest at the rate of 9% per annum, first said payment due 7/15/79, succeeding payments due the 15th day of each month thereafter until paid in full.

RECORDED September 9 1981 10:00 AM
IN BOOK 39 Misc PAGE 113
FEES $6.35 Paid
SUBLETTE COUNTY, PINEDALE, WYOMING COUNTY CLERK
by [illegible]

186573

Payable at the office of First National Bank of Pinedale with interest at the rate of 9 per cent per annum from date. Interest payable included. If principal or interest is not paid when due, the same to draw 9 per cent interest per annum from maturity until paid.

Right to accelerate payments in any multiple of $1,000.00 or the entire balance then due on any payment date after January 1, 1980, is hereby granted by party of the first part.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said party of the first part, his heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than None Dollars, in favor of and payable to party of the first part, as his interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of

Victor D. Fulk

Earl J. Martin

Shirley I. Martin

Kenneth D. Tholl

Debra A. Tholl

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Victor D. Fulk,

this 9th day of June July, 19 79.

Witness my hand and official seal.

Donna E. Slavens - Notary Public
County of Sublette State of Wyoming
My commission expires April 22,1982

Donna E. Slavens
Signature
Notary Public
Title of Officer

My Commission Expires: 4/22/82

113

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by EARL J. MARTIN, SHIRLEY I. MARTIN, KENNETH D. THOLL and DEBRA A. THOLL this 16th day of July, 1979.

Witness my hand and official seal.

Rose I. Larson
Notary Public

My commission expires: 6/23/83

ROSE I. LARSON NOTARY PUBLIC COUNTY OF NATRONA

ASSIGNMENT

..... 19

For VALUE RECEIVED, ... hereby assign unto .....
all ..... right, title and interest in and to the within contract, and I authorize the part ..... of the first part therein to execute a deed to said ..... or to ..... heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS .....

..... Party of the Second Part.

Consent is hereby given for the above assignment.

..... Party of the First Part.

DATE		TOTAL PAYMENT		INTEREST		PRINCIPAL		BALANCE		BY

AGREEMENT [redacted] RRANTY DEED—FORM NO. 14 [redacted] THE MILLS COMPANY, SHERIDAN [redacted]

THIS AGREEMENT, Made and entered into this 8th day of July 19 81, by and between DONALD D. SHRIVER and CHARLENE G. SHRIVER, husband and wife,

of Boulder, Sublette County, State of Wyoming, of the first part, and FRANK HUSCHITT and MARION M. HUSCHITT, husband and wife, as tenants of an estate by the entireties with full right of survivorship,

of ~~Chardon Rd. RR1, Box 32A~~ Gayslake 60030, Lake County, State of Illinois, of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of ($ 10.00) Ten and No/100 - DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to 5/12 of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: NW¼NE¼ Section 31, Township 32 North, Range 108 West of the 6th P. M., Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining, all water and water rights, ditch and ditch rights, reservoir and reservoir rights thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

186574

RECORDED Sept 9, 1981 7:00 PM
IN BOOK 39 Misc PAGE 115
FEES 6.00 Lou J Yak COUNTY CLERK
SUBLETTE COUNTY CLERK Dorothy M Lewis

SOLD FOR Four Hundred Fifty Thousand and No/100 -DOLLARS ($450,000.00*) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said part of the first part, heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

* There is no new consideration for this agreement for warranty deed in that the above described NW¼NE¼ of Section 31, T. 32 N., R. 108 W. of the 6th P. M. should have been included in that certain agreement for warranty deed between the parties herein dated 7/8/81 and filed for record 7/16/81 in Book 38 of Miscellaneous, page 607, and is subject to all of the terms and conditions of said agreement for warranty deed. However, it is hereby agreed by and between the parties hereto that the consideration for this 40 acres, which is included in the total sale price of $450,000.00, is $100,000.00.

Payable at the office of Donald D. Shriver with interest at the rate of 10 per cent per annum from date. Interest payable see above. If principal or interest is not paid when due, the same to draw 10 per cent interest per annum from maturity until paid.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said parties of the first part, their heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The part of the second part agrees to keep the buildings on said premises insured in a sum not less than insurable amount Dollars, in favor of and payable to parties of the first part, as their interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of

Frank Huschitt
Marion M. Huschitt

Donald D. Shriver
Charlene G. Shriver

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Donald D. Shriver and Charlene G. Shriver,

this 22nd day of July, 1981.

Witness my hand and official seal.

Carolyn Lawrence
Signature
Notary Public
Title of Officer

My Commission Expires: 11/2/82

115

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me by FRANK HUSCHITT and MARION M. HUSCHITT this 29th day of July, 1981.

Witness my hand and official seal.

Mary F. Both
Notary Public

My commission expires: My Commission Expires August 17, 1983

ASSIGNMENT

_____ 19____

For VALUE RECEIVED, _____ hereby assign unto _____ all _____ right, title and interest in and to the within contract, and I authorize the part_____ of the first part therein to execute a deed to said _____ or to _____ heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS _____ _____
Party of the Second Part.

Consent is hereby given for the above assignment. _____
Party of the First Part.

DATE		TOTAL PAYMENT		INTEREST		PRINCIPAL		BALANCE		BY

[redacted] ...DEED—FORM NO. 14 [redacted] THE MILLS COMPANY, SHERIDAN [redacted]

THIS AGREEMENT, Made and entered into this 17 day of August 19 81, by and between LARRY O'NEAL SLATTER and JUDITH ANN SLATTER, husband and wife,

of Big Piney, Sublette County, State of Wyoming, of the first part, and RICHARD G. STEPP, a single man,

of Big Piney, Sublette County, State of Wyoming, of the second part,

WITNESSETH, That the part ies of the first part, for and in consideration of the sum of ($1,000.00*) One Thousand and No/100 DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said part ies of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said part ies of the second part by a good and sufficient Warranty Deed, subject, however, to all of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: That part of the NE¼SE¼ of Section 31, T30N, R111W, within the incorporate limits of the Town of Big Piney, Sublette County, Wyoming, being identical with the east 170 feet of that tract of record in the Office of the Clerk of Sublette County in Book 31 of Misc.,page 634, described as follows: Commencing at the southeast corner of Section 31 where found a 4x5x8 inch marked stone;thence N22°34'W,1759 feet to southeast corner of Heitz Original Townsite to Town of Big Piney;thence N89°49'W,310 feet along south line of said townsite to point of beginning;thence continuing N89°49'W, 170 feet along said south line; thence S00°11'W, 100 feet;thence S89°49'E,170 feet to a point;thence N00°11'E, 100 feet to point of beginning; encompassing an area* (continuted below)

SOLD FOR Seventeen Thousand Five Hundred and No/10 DOLLARS ($ 17,500.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the part ies of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said part of the first part, their heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

One Thousand Dollars and No/100 ($1000.00) has been paid; balance of $16,500.00 to be paid in 16 equal annual payments of $1,000.00, first said payment due 10/1/81 and yearly thereafter until paid in full; an additional payment of $500.00 shall be due October 1, 1997.

*of.390 acre, more or less;each point marked by a steel T-shaped stake 24"long with metal cap inscribed"SURVEY POINT DO NOT DISTURB RLS164";the base bearing for this survey is east line of said Section 21 as N00°04'W, all in accordance with map titled "LOUIE TOMASSI"-Map of Tract in NE¼SE¼, Section 31, T30N, R111W, Sublette County, Wyoming dated 26 January, 1966; *(continued on back)

Payable at the office of LARRY O. SLATTER XXXX

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by RICHARD STEPP this 31 day of August, 1981.

WITNESS my hand and official seal.

Notary Public

My commission expires:
My Commission expires March 9, 1983

*TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in U.S. patents;
SUBJECT TO easements and rights of way of record or in use;

ASSIGNMENT

_____ 19

For VALUE RECEIVED, _____ hereby assign unto _____

all _____ right, title and interest in and to the within contract, and I authorize the part _____ of the first part therein to execute a deed to said _____ or to _____ heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS _____ _____
Party of the Second Part.

Consent is hereby given for the above assignment. _____
Party of the First Part.

DATE		TOTAL PAYMENT		INTEREST		PRINCIPAL		BALANCE		BY

Right - of - Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged, ROBERT A. SPRINGMAN

of the County of Sublette and State of Wyoming

hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

That part of the NW¼NE¼ of Section 30 and the S½SW¼ of Section 19, T30N, R113W, Sublette County, Wyoming being part of those tracts of record in the Office of the Clerk of Sublette County in Book 3 of Deeds on page 267 and in Book 3 of Patents on page 112 lying and being situate within the bounds of MIDDLE PINEY COUNTY ROAD NO. 23-111 described as follows:

See exhibit "A"

136577

RECORDED Sept 9 1981 2:30 PM
IN BOOK 37 Misc PAGE 119
FEES $ [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK by [illegible]

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches annd laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 8th day of September, 19 81.

Robert A Springman
Robert A. Springman

STATE OF WYOMING)
)§
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Robert A. Springman

this 8th day of September, 19 81.

Witness my hand and official seal.

Betty J Hodgson
Notary Public Sublette County Clerk

My term expires: September 1, 1985

DESCRIPTION FOR

MIDDLE PINEY COUNTY ROAD NO. 23-111

To-wit:--

That part of the SW¼NE¼, S½NW¼, NW¼NW¼ of Section 33, NE¼NE¼ of Section 32, S½SE¼, NW¼SE¼, N½SW¼, S½NW¼ of Section 29, SE¼NE¼, N½NE¼ of Section 30, SW¼SE¼, SE¼SW¼, Lot 4 (SW¼SW¼), Lot 3 (NW¼SW¼) of Section 19 of T30N, R113W and the NE¼SE¼, S½NE¼, SE¼NW¼, N½NW¼ of Section 24, NE¼NE¼ of Section 23, S½SE¼, SE¼SW¼, N½SW¼, SW¼NW¼ of Section 14, S½NE¼, SE¼NW¼, N½NW¼ of Section 15, NE¼NE¼ of Section 16, S½S½ of Section 9, SE¼SE¼, N½SE¼, SW¼NE¼, SE¼NW¼, N½NW¼ of Section 8, N½N½ of Section 7 of T30N, R114W, Sublette County, Wyoming lying and being situate within the bounds of MIDDLE PINEY COUNTY ROAD NO. 23-111 described as follows:

A strip of land sixty feet in width with the center-line described as follows:

BEGINNING at Station 0+00 AH=153+00BK, N87°-28'-30"E, 430.1 feet from the center one-quarter corner of said Section 33, T30N, R113W;
thence N58°-30'-43"W, 3344.5 feet to Station 33+44.55; N23°-45'-36"E, 574.3 feet from the southwest corner of the NW¼NW¼ of said Section 33;
thence N54°-34'-30"W, 284.8 feet, more or less, to Station 36+29.3 on the west line of said Section 33, the base bearing for this survey, 637.9 feet from the northeast corner of said Section 33;
thence continuing N54°-34'-30"W, 1019.1 feet, more or less, to Station 46+48.4 on the south line of Section 29, S89°-45'-04"W, 831.3 feet from the southeast corner of said Section 29;
thence continuing N54°-34'-30"W, 2900.95 feet to Station 75+49.35;
thence N48°-31'-48"W, 2076.66 feet to Station 96+26.01;
thence N59°-33'-58"W, 629.89 feet, more or less, to Station 102+55.9 on the west line of said Section 29, S00°-30'-54"W, 1623.2 feet from the northwest corner of said Section 29;
thence continuing N59°-33'-58"W, 323.95 feet to Station 105+79.85, N14°-09'-07"W, 1178.5 feet from the west one-quarter of said Section 29;
thence N57°-30'-53"W, 1413.83 feet to Station 119+93.68;
thence N60°-22'-55"W, 1016.05 feet to Station 130+09.73;
thence N56°-57'-54"W, 257.27 feet, more or less, to Station 132+67.0 on the north line of said Section 30;
thence continuing N56°-57'-34"W, 649.03 feet, more or less, to Station 139+16.03;
thence N49°-10'-37"W, 391.97 feet to Station 143+08.00;
thence N61°-42'-28"W, 399.47 feet to Station 147+07.47;
thence N55°-49'-25"W, 935.71 feet to Station 156+43.18;
thence N65°-58'-25"W, 312.27 feet to Station 159+55.45;
thence N52°-05'-01"W, 809.52 feet to Station 167+64.97;
thence N56°-56'-12"W, 45.73 feet, more or less, to Station 168+10.7 on the west line of said Section 19, S00°-00'E, 588.3 feet from the west one-quarter corner of said Section 19;
thence continuing N56°-56'-12"W, 999.4 feet, more or less, to Station 178+10.10;
thence N59°-05'-38"W, 927.02 feet to Station 187+37.12;
thence N58°-48'-22"W, 837.53 feet to Station 195+74.65;
thence N66°-56'-15"W, 2094.95 feet to Station 216+69.60, N65°-59'-13"E, 969.8 feet from the southwest corner of the NW¼NW¼ of said Section 24;
thence N59°-56'-31"W, 456.93 feet to Station 221+26.53, S36°-42'-58"E, 864.8 feet from the northwest corner of said Section 24;
thence N54°-38'-33"W, 625.77 feet, more or less, to Station 227+52.3 on the west line of said Section 24, S01°-09'-28"E, 331.16 feet from said northwest corner;

N. Scherbel
EYOR SCHERBEL, LTD.
ered Land Surveyor No. 164
ney, Wyoming 83113

"Modification in any way of the foregoing description terminates liability of the surveyor"

thence continuing N54°-38'-33"W, 574.2 feet, more or less, to Station 233+26.5 on the north line of Section 23;
thence continuing N54°-38'-33"W, 77.02 feet, more or less, to Station 234+03.52, N86°-57'-10"E, 799.7 feet from the northwest corner of the NE¼NE¼ of said Section 23;
thence N41°-15'-09"W, 591.55 feet to Station 239+95.07;
thence N51°-37'-45"W, 125.15 feet to Station 241+20.22;
thence N70°-45'-46"W, 1354.92 feet to Station 254+75.14;
thence N78°-41'-02"W, 602.57 feet to Station 260+77.71;
thence N52°-24'-02"W, 944.0 feet to Station 270+21.71;
thence N58°-18'-52"W, 1341.69 feet to Station 283+63.40, S12°-09'-39"E, 2886.9(feet from the northwest corner of said Section 14 and S69°-58'-11"E, 613.7 feet from the west one-quarter of said Section 14;
thence N61°-12'-02"W, 652.38 feet to Station 290+15.78;
thence N76°-47'-22"W, 6.3 feet, more or less, to Station 290+22.08 on the west line of said Section 14, N00°-41'-30"W, 105.5 feet from the said west one-quarter corner;
thence continuing N76°-47'-22"W, 859.3 feet, more or less, to Station 298+81.4(
thence N68°-48'-05"W, 927.89 feet to Station 308+09.29;
thence N68°-11'-47"W, 1200.16 feet to Station 320+09.45;
thence N53°-13'-19"W, 652.0 feet to Station 326+61.45;
thence N75°-01'-21"W, 967.79 feet to Station 336+29.24;
thence N65°-04'-53"W, 1164.46 feet, more or less, to Station 347+93.7 on the west line of said Section 15, S00°-02'E, 408.5 feet from the northwest corner of said Section 15;
thence continuing N65°-04'-53"W, 421.17 feet, more or less, to Station 352+14.87;
thence N48°-49'-29"W, 358.33 feet, more or less, to Station 355+73.2 on the north line of said Section 16,
thence continuing N48°-49'-29"W, 617.06 feet, more or less, to Station 361+90.26;
thence S86°-50'-39"W, 620.04 feet to Station 368+10.30;
thence S76°-26'-11"W, 648.23 feet to Station 374+58.53;
thence N79°-48'-22"W, 146.87 feet to Station 376+05.40;
thence N62°-00'-07"W, 891.5 feet to Station 384+96.90;
thence N77°-40'-02"W, 218.02 feet to Station 387+14.92;
thence N89°-14'-44"W, 702.78 feet to Station 394+17.70;
thence N74°-29'-41"W, 621.48 feet to Station 400+39.18;
thence N63°-00'-50"W, 529.72 feet, more or less, to Station 405+68.9 on the west line of said Section 9, N00°-03'W, 1091.9 feet from the southwest corner of said Section 9;
thence continuing N63°-00'-50"W, 1096.13 feet, more or less, to Station 416+65.03;
thence N50°-02'-02"W, 245.0 feet to Station 419+10.03;
thence N44°-47'-16"W, 1254.76 feet to Station 431+64.79;
thence N47°-15'-58"W, 867.68 feet to Station 440+32.47
thence N46°-55'-60"W, 1074.59 feet to Station 451+07.06;
thence N63°-48'-04"W, 743.91 feet to Station 458+50.97;
thence N76°-25'-47"W, 241.3 feet to Station 460+92.27;
thence N87°-53'-12"W, 913.33 feet, more or less, to Station 470+05.6 on the west line of said Section 8, S00°-04'E, 947.2 feet from the northwest corner of said Section 8;
thence continuing N87°-53'-12"W, 240.37 feet, more or less, to Station 472+45.97
thence S83°-33'-26"W, 1485.84 feet to Station 487+31.81;
thence N80°-47'-26"W, 248.68 feet to Station 489+80.49;
thence N73°-44'-20"W, 1636.71 feet to Station 506+17.20;
thence N64°-01'-48"W, 571.49 feet to Station 511+88.69;
thence N74°-59'-23"W, 257.28 feet to Station 514+45.97;
thence N88°-41'-11"W, 750.94 feet to Station 521+96.91;
thence N80°-58'-09"W, 157.09 feet, more or less, to Station 523+54.0 on the west line of Lot 1 (NW¼NW¼) of said Section 7, the Point of Ending,

all in accordance with the plat prepared and filed for record in the Office of the Clerk of Sublette County for MIDDLE PINEY COUNTY ROAD NO. 23-111.

aul N. Scherbel
URVEYOR SCHERBEL, LTD
egistered Land Surveyor No 164
ig Piney, Wyoming 83113

11 August 1981

"Modification in any way of the foregoing description terminates liability of the surveyor"

122 Abd Bk 42 pg 677

MATERIALMAN'S NOTICE AND CLAIM OF LIEN

NOTICE IS HEREBY GIVEN, that BOISE CASCADE CORPORATION, Claimant herein, at the request of Henry Phillips Jr. dba Phillips Construction

did on the 22nd day of May, 19 81, begin to sell, furnish and deliver materials to him and at his request did continue to sell, furnish and deliver building materials to him until the 18th day of June, 1981, which was the last day on which said materials were so sold, furnished and delivered, to be used for new home construction

upon the following described lands, to-wit:

Lot 1, Scenic View Subdivision, City of Pinedale

in the County of Sublette State of Wyoming.

The building materials so sold, furnished and delivered were used in the construction and/or alteration and repair of the building(s) and improvements above mentioned.

The name(s) of the owner(s) and reputed owner(s) of the lands, building(s) and improvements to be charged with the lien is/are Henry Phillips Jr.

The building materials so sold, furnished and delivered amounted in value to the sum of Twenty Eight Hundred Eleven Dollars & 95/100---------- Dollars ($ 2811.95) and no part of this amount has been paid and there are no just credits or offsets except Fourteen Hundred & no/100---------- Dollars ($ 1400.00).

There is a balance due and unpaid for such materials to this claimant over and above all just credits and offsets of Fourteen Hundred Eleven Dollars & 95/100---------- Dollars ($ 1411.95), for which last named sum BOISE CASCADE CORPORATION claims a lien upon the said dwelling structure and the lands above described.

Dated at Idaho Falls, the 4th day of September, 1981.

For Recorder's Use

186586

RECORDED September 10 1981 M
IN BOOK 37 Misc PAGE 122
FEES $4.00 Lavon J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

BOISE CASCADE CORPORATION.

By Rod C. Hughes
Agent

State of Idaho County of Bonneville

Rod C. Hughes,

Being first duly sworn upon oath deposes and says: that he is an agent of BOISE CASCADE CORPORATION, a corporation, the claimant herein and makes this verification for and on its behalf; that he has read the foregoing notice and claim of lien and knows the contents thereof and believes the same to be true and just.

Rod C. Hughes

Subscribed and sworn to before me this 4th day of September, 19 81.

Shirley M. Steele
Notary Public

Residing at Idaho Falls, Idaho.
My Commission expires 3-28-85.

Mail to: Boise Cascade BMC
31-343 [redacted] ox 1831
[redacted] lls, Idaho 83401

WILLIAM ROBERT TANNER, Commissioner

LOIS J. YAKE, County Clerk

THE STATE OF WYOMING
COUNTY
CLERK
SUBLETTE COUNTY

186604

RECORDED September 11 1981 4:30 PM
IN BOOK 39 misc. PAGE 123
FEES $ 5.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

URVEYOR

[redacted]ng, hereby certify that the foregoing [redacted]scribed in the Certificate of Owner, actual survey made under my supervision is accurately represented hereon.

Robert A. Harrower
ROBERT A. HARROWER, P.E. &L.S. 625

[redacted]ged before me by ROBERT A. HARROWER [redacted], 1981.

[redacted]

Lois J. Yake
LOIS J. YAKE, County Clerk

THE STATE OF WYOMING
COUNTY
CLERK
SUBLETTE COUNTY

[redacted]83

CORA SUBDIVISION

LOCATED IN

SW1/4 SW1/4 SEC. 3, T.34N., R.110W.

SUBLETTE COUNTY, WYOMING

124 186614

A F F I D A V I T

STATE OF COLORADO)
)
COUNTY OF DENVER)

RECORDED Sept 14 1981 8:30 A.M.
IN BOOK 39 Misc PAGE 124
FEES 6.00 Lois J York COUNTY CLERK
By Deputy COUNTY CLERK
Dorothy Mc Clure

G. T. FOUST, JR. being first duly sworn upon his oath, according to law, deposes and says:

1-

That by written agreement made and entered on the 5th day of May, 1981, this affiant, G. T. FOUST, JR., and NANCY T. FOUST, his wife, of Denver, Colorado, Parties of the First Part under said agreement and denoted therein as "Seller", did promise, covenant and agree to sell and convey the following described lands and real estate situate in the County of Sublette and State of Wyoming, to-wit:

Township 33 North, Range 109 West of the 6th P.M.

Section 11 - S/2 S/2 SE/4 NE/4

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto, AND TOGETHER WITH all other appurtenances, including roads, and rights of ingress and egress to said property,

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO all easements and rights of way for roads, telephone lines and electric transmission lines, AND SUBJECT FURTHER TO all outstanding mineral interests,

unto OAKLEY CARL INGERSOLL, JR., and JACQUELINE ANN INGERSOLL, husband and wife, of Pinedale, Wyoming 82941, Parties of the Second Part under said agreement and in said agreement denoted as "Purchaser";

2-

That the consideration for said property is to be paid in installments and the final installment of said consideration, together with interest, is to be made on the 10th day of May, 1986, unless sooner paid;

3-

Upon payment of the consideration for said lands, purchase price, as set forth in said agreement, together with all interest, on the 10th day of May, 1986, or such other time as payment of the purchase price and interest shall be made, Seller will convey by statutory form of warranty deed the above described lands and real estate unto Purchaser;

4-

Possession of the above real property has been delivered unto Purchaser and Purchaser may remain in possession thereof so long as compliance is made with all of the material covenants of said agreement, including the payment of purchase price, together with interest;

5-

Said agreement contains the usual and customary provisions for recovery of the property, and termination of the interests of Purchaser, in event of default in the payment of purchase price, together with interest, and other material covenants of the agreement;

6-

All taxes levied upon said property in the year 1980, and prior years, are to be paid by Seller;

7-

All taxes levied upon said property in the year 1981 are to be pro-rated and thereafter all taxes levied upon said property are to be paid by the Purchaser.

G. T. FOUST, JR.

Subscribed and sworn to before me this 9 day of Sept, 1981.

E. Walter Peterson
Notary Public

My commission
expires: 1-16-82

ASSIGNMENT OF CONTRACT

THIS AGREEMENT made and entered into this 15 day of September, 1981, by and between WILLARD F. WOOLWINE and CONNIE M. WOOLWINE, husband and wife, parties of the first part, and JOHN DERU and GLORIA H. DERU, husband and wife, parties of the second part,

W I T N E S S E T H

that WHEREAS, C L BAR RANCHES, a partnership consisting of James A. Greenwood and Tharon M. Greenwood, husband and wife, and MICHAEL R. NYSTROM and PATRICIA S. NYSTROM, husband and wife, as Seller, entered into a contract of sale with WILLARD F. WOOLWINE and CONNIE M. WOOLWINE, as Buyers, covering Tract No. 17 of C L Bar Ranches, an addition to Sublette County, Wyoming, which said tract is situated in Section 31, Township 35 North, Range 110 West of the 6th P. M., Sublette County, Wyoming; and

WHEREAS Notice of Interest of Contract Purchase in Real Property dated March 11, 1978, was filed for record on March 20, 1978, recorded in Book 33 of Miscellaneous, page 658; and

WHEREAS original contract for purchase and a warranty deed are being held in escrow by the State Bank of Big Piney, Big Piney, Wyoming; and

WHEREAS, WILLARD F. WOOLWINE and CONNIE M. WOOLWINE desire to assign their interest in said escrowed contract to JOHN DERU and GLORIA H. DERU, husband and wife; and

WHEREAS, parties of the second part herein desire to assume the obligations of parties of the first part in said contract to purchase real property and to make the payments called for therein in the principal amount of $9,637.67 together with interest at the rate of 9% per annum, being 79 equal monthly payments of $162.16, which include interest at the rate of 9% per annum;

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00) in hand paid, the receipt and sufficiency whereof is hereby acknowledged, and in the further consideration of the covenants, promises and agreements hereinafter set forth, it is hereby mutually covenanted, promised and agreed as follows:

1. Parties of the first part hereby sell, assign, transfer and convey all of their right, title and interest in and to said real property purchase contract to parties of the second part.

2. Parties of the second part hereby assume all of parties of second parts' obligation under said real estate

186656

RECORDED September 15 1981 3:15 P M
IN BOOK 39 Misc PAGE 126
FEES $6.00 Sublette County Clerk
COUNTY CLERK
PINEDALE, WYOMING

purchase contract and will pay the same according to its terms to the State Bank of Big Piney.

3. Parties of the second part, as part of consideration for this assignment, will pay to parties of the first part, the sum of Ten Thousand and No/100 ($10,000.00) Dollars, in thirty-six (36) equal monthly payments of $332.18, which include interest at the rate of twelve per cent (12%) per annum, first said payment being due on or before ~~October~~ 15, 1981, and on the 15th day of each month thereafter until paid in full.

4. In the event of failure by parties of the second part to make said payments to parties of the first part when due, parties of the first part shall have the right to declare the entire principal balance then unpaid due and owing, and to enforce collection by any lawful means. This portion of the consideration for this assignment is in the form of a Promissory Note between the parties of even date.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 9th day of Sept, 1981.

PARTIES OF THE FIRST PART

Willard F. Woolwine

Willard F. Woolwine

Connie M. Woolwine

Connie M. Woolwine

PARTIES OF THE SECOND PART

John Deru

John Deru

Gloria H. Deru

Gloria H. Deru

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Willard F. Woolwine and Connie M. Woolwine this 22 day of Sept, 1981.

Witness my hand and official seal.

Notary Public

My commission expires: 7-6-85

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by John Deru and Gloria H. Deru this 22 day of Sept, 1981.

Witness my hand and official seal.

Notary Public

My commission expires:

7-6-85

RECORDED Sept. 17 1981 10:30 A.M.
IN BOOK 32 misc. PAGE 128
FEES $ 5.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

JRVEYOR

ALE, WYOMING, HEREBY
T, KNOWN AS PINEMAR
I THE CERTIFICATE OF
KEN DURING AN ACTUAL
ION IN JUNE, 1981, AND
EPRESENTED HEREON.

128

Engineer

RROWER
ENGINEER &
R NO. 625

KNOWLEDGED BEFORE
S 17th DAY OF

EAL:

Yake

COUNTY CLERK

ES: Jan 3 1983

CERTIFICATE OF APPROVAL

STATE OF WYOMING)
)SS
COUNTY OF SUBLETTE)

PURSUANT TO SECTION 34-114 WYOMING STATUTES AS AMENDED, THE FOREGOING DESCRIBED PLAT OF PINEMAR COMMERCIAL SITE WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS, SUBLETTE COUNTY, WYOMING, HELD THIS 4th DAY OF August, 1981. PLAT APPROVAL DOES NOT CONSTITUTE ACCEPTANCE OF THE STREETS AND/OR ROADWAYS AS COUNTY ROADS.

C. F. Alexander
C. F. ALEXANDER, CHAIRMAN

William Robert Tanner
WILLIAM ROBERT TANNER, COMMISSIONER

Floyd E. Bousman
FLOYD E. BOUSMAN, COMMISSIONER

ATTEST: Lois J. Yake
LOIS J. YAKE, COUNTY CLERK

PINEMAR COMMERCIAL SITE

LOCATED IN

NE/4 NE/4 SEC. 31, T. 30N., R. 111 W.

SUBLETTE COUNTY, WYOMING

THE STATE OF
COUNTY
CLERK
SUBLETTE COUNTY

AFFIDAVIT OF SURVIVORSHIP

The State of Wyoming)
: ss.
County of Sweetwater)

Dora Schneider, of lawful age, after first being duly sworn upon her oath according to law, deposes and says:

1. That Harry Schneider was also sometimes known as Harry James Schneider.

2. That Harry Schneider died on the 1st day of November, 1980, in Yuma County, Arizona, as evidenced by the certified copy of the Certificate of Death which is attached hereto, marked Exhibit "A", and by this reference made a part hereof.

3. That affiant, Dora Schneider, is the surviving spouse of Harry Schneider.

4. That the said Harry Schneider, deceased, and Dora Schneider were married to each other on the 23rd day of October, 1965, and said parties from that date on continued to be husband and wife until the date of death of said decedent.

5. That on the 31st day of August, 1973, Arthur W. Bowlsby, a/k/a A. W. Bowlsby, and Virginia H. Bowlsby, his wife, conveyed by Warranty Deed in favor of Harry Schneider and Dora Schneider, husband and wife, thereby creating a tenancy by the entireties, which Deed was recorded in Book 16 of Deeds at Page 491 in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, on August 31, 1973, the following described real property and premises, to wit:

> A tract of land located in the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 34, Township 38 North, Range 113 West of the 6th Principal Meridian, more particularly described as follows:
>
> Beginning at a point located N. 00°23'16" W., a distance of 208.00 feet from the South West corner of the NW/4SE/4SW/4; thence N. 00°23'16" W, 220.54 feet; thence S. 89°13'40" E, 208.00 feet; thence S. 00°23'16" E, 220.55 feet; thence N. 89°13'22" W, 208.00 feet to the point of beginning, containing 1.053 acres more or less; together with all improvements and appurtenances thereunto appertaining, and together with easement for road and utilities of record.
>
> Subject to easements and rights of way of record or in use; and subject to reservations and restrictions contained in United States Patents and to previous mineral reservations of record.

6. That this affiant, Dora Schneider, is the surviving spouse of Harry Schneider, deceased, and that the estates by the entireties vested solely in Dora Schneider on the 1st day of November, 1980, the date of death of said Harry Schneider.

Dated this 4 day of September, 1981.

Dora Schneider

Sept 17 81 11:30
39 Misc 129
8.00 Fee Yak
COUNTY CLERK

129

Subscribed and sworn to before me by Dora Schneider this 14th day of September, 1981.

Jeri Ann Crouch
Notary Public

My Commission Expires: December 26, 1983

ORIGINAL [redacted]

STATE COPY

STATE OF ARIZ[redacted]
DEPARTMENT OF HEALTH SERVICES - VITAL RECORDS SECTION

CERTIFICATE OF DEATH

DEATH NO. D 102-

[redacted]

1 NAME OF DECEASED — A. FIRST: HARRY	B. MIDDLE: JAMES	C. LAST: SCHNEIDER	2 SEX: MALE	3 DATE OF DEATH — MONTH DAY YEAR: NOVEMBER 1, 1980
4A RACE (e.g., White, Black, American Indian, etc.) SPECIFY: WHITE	B WAS DECEDENT OF SPANISH ORIGIN (YES, NO) SPECIFY: NO	C IF YES, INDICATE MEXICAN, SPANISH, PUERTO RICAN, CUBAN, ETC: NO	5 WAS DECEASED EVER IN U.S. ARMED FORCES? (SPECIFY YES OR NO): NO	
6 PLACE OF DEATH — A. COUNTY: YUMA	B. TOWN OR CITY: YUMA	C. HOSPITAL OR INSTITUTION (IF RESIDENCE, GIVE STREET ADDRESS): DESERT MANOR@ 2222 S. AVENUE A.	D ☐ DOA ☐ OP. ER ☒ IN PATIENT	
7 DATE OF BIRTH — MONTH DAY YEAR: AUGUST 26, 1898	8A AGE (YEARS LAST BIRTHDAY): 82	B. IF UNDER 1 YEAR — MOS DAYS:	C. IF UNDER 1 DAY — HRS MIN:	9 MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (SPECIFY): MARRIED
10 SURVIVING SPOUSE (IF WIFE, GIVE MAIDEN NAME): DORA PARAVICINI				
11 STATE OF (If not in USA, name country) BIRTH: NEBRASKA	12 CITIZEN OF WHAT COUNTRY? SPECIFY: U.S.A.	13 SOCIAL SECURITY NO: 712-05-8855	14A USUAL OCCUPATION (Give kind of work done most of working life, even if retired): RETIRED	B KIND OF BUSINESS OR INDUSTRY: SECTION FOREMAN UNION PACIFIC R.R.
15 USUAL RESIDENCE — A. STATE: ARIZONA	B. COUNTY: YUMA	C. TOWN OR CITY: QUARTZSITE	D ZIP CODE: 85346	
15E STREET ADDRESS OR R.F.D.: (BOX 741)	15F INSIDE CITY LIMITS? (SPECIFY Yes or No): YES	15G ON RESERVATION (Specify yes or no): NO	16 HOW LONG IN ARIZONA? YEARS: 20 MONTHS: DAYS:	17 PREVIOUS STATE OF RESIDENCE: WYOMING
18 FATHER'S NAME — A. FIRST: THEORDORE	B. MIDDLE:	C. LAST: SCHNEIDER	19 MOTHER'S MAIDEN NAME — A. FIRST: HELEN	B. MIDDLE: C. LAST: KLEIN
20 INFORMANT'S SIGNATURE: DORA SCHNEIDER TO AL DORDAL:	21 RELATIONSHIP TO DECEASED: SPOUSE	22 ADDRESS — STREET NO, CITY AND STATE, ZIP CODE: BOX 741, QUARTZSITE, ARIZONA 85346		
23 BURIAL, CREMATION, REMOVAL, OTHER (Specify): BURIAL	DATE: 11-5-80	25 CEMETERY OR CREMATORY — NAME: HI JOLLY CEMETERY@QUARTZSITE, AZ	26 EMBALMER'S SIGNATURE: AL DORDAL	CERT NO.: 364r
28 FUNERAL HOME — NAME, STREET ADDRESS, CITY AND STATE: RYZEK YUMA MORTUARY 551 WEST 16th STREET, YUMA, AZ			29 FUNERAL DIRECTOR or person acting as such (SIGNATURE): JOHN RYZEK	CERT NO: 399A

To be completed by CERTIFYING PHYSICIAN ONLY

TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE TIME, DATE AND PLACE AND DUE TO THE CAUSE(S) STATED.

SIGNATURE AND TITLE 31:

32 DATE SIGNED (Mo., Day, Year)	33 HOUR OF DEATH
11-3-80	2:10pm

NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or print) 34:

To be completed by MEDICAL EXAMINER ONLY

ON THE BASIS OF EXAMINATION AND/OR INVESTIGATION, IN MY OPINION DEATH OCCURRED AT THE TIME, DATE AND PLACE AND DUE TO THE CAUSE(S) AND MANNER STATED

SIGNATURE AND TITLE 35:

36 DATE SIGNED (Mo., Day, Year)	37 HOUR OF DEATH
38 PRONOUNCED DEAD (Mo., Day, Year): ON	39 PRONOUNCED DEAD (Hour): AT

NAME AND ADDRESS OF CERTIFIER, PHYSICIAN OR MEDICAL EXAMINER (Type or print)

40 ABRAHAM INJEIAN, M.D. 475 WEST 16th STREET, YUMA, AZ 85364

41 DATE REGISTERED	42 REG. FILE NO.	43 REGISTRAR'S SIGNATURE	REG. DISTRICT	45 DATE RCVD IN STATE OFFICE
11-5-80	492	[signature]	445	NOV 10 1980

46 CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST — PART I (ENTER ONLY ONE CAUSE ON EACH LINE)

		APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH
A IMMEDIATE CAUSE	Cerebral Decompensation + Incontinence	Days
B DUE TO, OR AS A CONSEQUENCE OF	Arterio-sclerotic Heart Disease	Years
C DUE TO, OR AS A CONSEQUENCE OF	Generalized Arteriosclerosis	Years

PART II. OTHER SIGNIFICANT CONDITIONS AND/OR ENVIRONMENTAL FACTORS (If adult female-was she pregnant within past 90 days?) 47:

48 AUTOPSY (Specify yes or no)	49 WAS CASE REFERRED TO MEDICAL EXAMINER (Specify yes or no)
NO	NO

MANNER OF DEATH 50: ☐ ACCIDENT ☐ PENDING INVESTIGATION ☐ SUICIDE ☐ HOMICIDE ☐ UNDETERMINED

51 DATE OF INJURY — MO DAY YR	52 HOUR M	53 INJURY AT WORK? (Specify yes or no)	54 DESCRIBE HOW INJURY OCCURRED

55 PLACE OF INJURY (At home, farm, street, factory, office building, etc.) SPECIFY	56 WHERE LOCATED? STREET ADDRESS	CITY OR TOWN	STATE

SUPPLEMENTARY ENTRIES 57:

CERTIFIED COPY OF VITAL RECORD

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

Date Issued NOV 12 1980

This is a true and exact reproduction of the document officially registered and placed on file in the VITAL RECORDS SECTION, DEPARTMENT OF HEALTH SERVICES, STATE OF ARIZONA.

Issued under the authority of A.R.S. 36-341, and by direction of:

SUZANNE DANDOY, M.D., M.P.H., Director
Department of Health Services
State Registrar

DEPARTMENT OF HEALTH SERVICES * VITAL RECORDS SECTION * ARIZONA

ALFONSO BRAVO
Assistant State Registrar

This copy not valid unless prepared on safety paper displaying state seal in color and impressed with raised seal of issuing agency.

Exhibit "A"

AFFIDAVIT

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

Grace McIntosh, of said County and State, being first duly sworn on her path, says:

That she is making this affidavit as a corrective affidavit to correct the legal description in that certain affidavit recorded with the County Clerk, Ex-Officio Register of Deeds for Sublette County, Wyoming, recorded on December 31, 1970, in Book 27 of Miscellaneous, Page 271.

That at the time of the death of Arthur A. McIntosh, Arthur A. McIntosh and Grace McIntosh, husband and wife, owned certain real property by virtue of a Warranty Deed, said land being more particularly described as follows, to-wit:

> Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming;
> Section 4: SE¼NW¼, E½SW¼;
> Section 9: NE¼NW¼, W½SE¼NW¼, W½NE¼SW¼ EXCEPTING THEREFROM THAT PART OF THE FOLLOWING described tract situated in the W½NE¼SW¼ of Section 9, T32N, R108W, in that part of the N½SW¼ of said Section 9 described as follows: Beginning at Station 6+32.7 on the east right of way line of State Highway 187 where is found a 6"x6" concrete post with brass cap inscribed "STATE HIGHWAY R-O-W MARKER P.C. Sta. 6+32.7 El." and is N36°16'E, 1940.4 feet from the southwest corner of said Section 9 where is found a quartzite stone 11"x10"x5" above ground marked on S and E, on N; thence, N.16°35'W, 685.3 feet along the said right of way line to a point; thence N.60°03'E., 757.6 feet to a point; thence, S.00°50'W., 1294 feet, more or less, to the south line of the said N½SW¼; thence along the said south line N.89°42'W., 370 feet, more or less, to the said east right of way line; thence northerly along the said right of way line 264 feet, more or less, being the arc of a curve whose radius is 3183 feet to the place of beginning, TOGETHER WITH all buildings, fences and other improvements and TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights and the rights to the use of water, ditches and reservoirs belonging to or used in connection with the above described land.

That said Warranty Deed was duly recorded and filed for record in the Office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, on the 1st day of April, 1946, and recorded in Book 4 of Deeds, page 584.

126690

RECORDED September 17 19 81 3:50 PM
IN BOOK 39 Misc PAGE 132
FEES $ 8.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

That the deceased, Arthur A. McIntosh, is one and the same person as the said Arthur A. McIntosh one of the purchasers in the before mentioned Warranty Deed; that the affiant, Grace McIntosh, is one and the same person as the Grace McIntosh the other purchaser in the before mentioned Warranty Deed.

That the before mentioned Warranty Deed created a tenancy by the entireties under the laws of the State of Wyoming and at the death of Arthur A. McIntosh, deceased, all equity, right, title, interest and estate in the before mentioned Warranty Deed passed to and was vested in Grace McIntosh.

That attached hereto, and by this reference made a part hereof, as though herein set out in full, is a certified copy of the Certificate of Death of the said Arthur A. McIntosh, deceased.

Dated this 28 day of August, 1981.

Grace McIntosh
Grace McIntosh

Subscribed and sworn to before me this 28th day of August, 1981.

Cathy K. Emmett
Notary Public

My Commission Expires: 04-10-84

134

DEC 2 1970

UTAH STATE DIVISION OF HEALTH

CERTIFICATE OF DEATH

143[illegible]

OR PRINT IN MANENT INK . HANDBOOK FOR INSTRUCTIONS

LOCAL FILE NUMBER 3799

STATE FILE NUMBER

DECEASED

1 DECEASED — NAME (FIRST, MIDDLE, LAST): ARTHUR Andrew MCINTOSH

2 SEX: Male

3 DATE OF DEATH (MONTH, DAY, YEAR): November 27, 1970

4 RACE (WHITE, NEGRO, AMERICAN INDIAN, ETC — SPECIFY): White

5a AGE — LAST BIRTHDAY (YEARS): 67

5b UNDER 1 YEAR — MOS / DAYS

5c UNDER 1 DAY — HOURS / MIN

6 DATE OF BIRTH (MONTH, DAY, YEAR): June 19, 1903

7 COUNTY OF DEATH: Salt Lake

7b CITY, TOWN, OR LOCATION OF DEATH: Salt Lake City

7c INSIDE CITY LIMITS (SPECIFY YES OR NO): Yes

7d HOSPITAL OR OTHER INSTITUTION — NAME (IF NOT IN EITHER, GIVE STREET AND NUMBER): University Hospital

8 STATE OF BIRTH (IF NOT IN U.S.A., NAME COUNTRY): Kansas

9 CITIZEN OF WHAT COUNTRY: USA

10 MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (SPECIFY): Married

11 SURVIVING SPOUSE (IF WIFE, GIVE MAIDEN NAME): Grace A. Unknown

12 SOCIAL SECURITY NUMBER:

13a USUAL OCCUPATION (GIVE KIND OF WORK DONE DURING MOST OF WORKING LIFE, EVEN IF RETIRED): Rancher

13b KIND OF BUSINESS OR INDUSTRY: Cattle ranch

14a RESIDENCE — STATE: Wyoming

14b COUNTY:

14c CITY, TOWN, OR LOCATION: Boulder

14d INSIDE CITY LIMITS (SPECIFY YES OR NO):

14e STREET AND NUMBER: Box 33

IF DEATH OCCURRED IN INSTITUTION, GIVE RESIDENCE BEFORE ADMISSION → E

PARENTS

15 FATHER — NAME (FIRST, MIDDLE, LAST): Levi McIntosh

16 MOTHER — MAIDEN NAME (FIRST, MIDDLE, LAST): Addie Shear

17a INFORMANT — NAME: Mrs. Grace A. McIntosh

17b MAILING ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP): Box 33 Boulder, Wyoming

CAUSE

PART I — DEATH WAS CAUSED BY (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).)

18 IMMEDIATE CAUSE

(a) Septicemia - possibly secondary to streptobicillin — APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH: 2-3 Days

DUE TO, OR AS A CONSEQUENCE OF

(b) Acute myelocytic leukemia — 2 1/2 Months

DUE TO, OR AS A CONSEQUENCE OF

(c)

9050

CONDITIONS, IF ANY, WHICH GAVE RISE TO IMMEDIATE CAUSE (a), STATING THE UNDERLYING CAUSE LAST

PART II — OTHER SIGNIFICANT CONDITIONS — CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN PART I (a): Candida arthritis, penetrating ulcer of rectum - possibly infectious with secondary hemorrhage

19a AUTOPSY (YES OR NO): Yes

19b IF YES WERE FINDINGS CONSIDERED IN DETERMINING CAUSE OF DEATH: Yes

20a ACCIDENT, SUICIDE, HOMICIDE, OR UNDETERMINED (SPECIFY):

20b DATE OF INJURY (MONTH, DAY, YEAR):

20c HOUR:

20d HOW INJURY OCCURRED (ENTER NATURE OF INJURY IN PART I OR PART II, ITEM 18):

20e INJURY AT WORK (SPECIFY YES OR NO):

20f PLACE OF INJURY (AT HOME, FARM, STREET, FACTORY, OFFICE BLDG., ETC. — SPECIFY):

20g LOCATION (STREET OR R.F.D. NO., CITY OR TOWN, STATE):

CERTIFIER

21a CERTIFICATION — PHYSICIAN: I ATTENDED THE DECEASED FROM: 10-25-70 (MONTH, DAY, YEAR)

21b TO: 11-27-70 (MONTH, DAY, YEAR)

21c AND LAST SAW HIM/HER ALIVE ON (MONTH, DAY, YEAR): 11-27-70

21d I DID/DID NOT VIEW THE BODY AFTER DEATH: did not

21e DEATH OCCURRED (HOUR): 2:30 P M — AT THE PLACE, ON THE DATE, AND, TO THE BEST OF MY KNOWLEDGE, DUE TO THE CAUSE(S) STATED

22a CERTIFICATION — MEDICAL EXAMINER — ON THE BASIS OF THE EXAMINATION OF THE BODY AND/OR THE INVESTIGATION, IN MY OPINION DEATH OCCURRED ON THE DATE AND DUE TO THE CAUSE(S) STATED — HOUR OF DEATH: M

22b THE DECEDENT WAS PRONOUNCED DEAD — MONTH, DAY, YEAR, HOUR: M

23a CERTIFIER — NAME (TYPE OR PRINT): William M. Keane, M. D.

23b SIGNATURE: William M Keane, M.D. — DEGREE OR TITLE

23c DATE SIGNED (MONTH, DAY, YEAR): 11-30-70

23d MAILING ADDRESS — CERTIFIER — STREET OR R.F.D. NO.: University Hospital 50 No. Medical Dr. — CITY OR TOWN: Salt Lake City, — STATE: Utah — ZIP: 84112

BURIAL

24a BURIAL, CREMATION, REMOVAL (SPECIFY): Removal

24b CEMETERY OR CREMATORY — NAME:

24c LOCATION — CITY OR TOWN, STATE: Big Piney, Wyoming

24d DATE (MONTH, DAY, YEAR): Nov. 29, 1970

25a FUNERAL HOME — NAME AND ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP): Evans & Early 574 East 1st So. Salt Lake City, Utah

25b FUNERAL DIRECTOR — SIGNATURE: Lou M. Eastman

26a REGISTRAR — SIGNATURE: E. Dixon Sanders M.S., M.P.H.

26b DATE RECEIVED BY LOCAL REGISTRAR: November 29, 1970

U T A H D E P A R T M E N T O F H E A L T H

This is to certify that this is a true copy of the certificate on file in this office. This certified copy was issued under authority of section 26-2-22 of the Utah Code Annotated, 1953 as Amended.

Date Issued: SEP 15 1981

John E Brockett

John E. Brockett
STATE REGISTRAR OF VITAL STATISTICS

No. 3064A

STATE OF WYOMING

PHYSICIAN'S CERTIFICATE

This Certifies that William E. Featherston, M.D. *aged* 29 *years, a native*

of Arkansas *having furnished satisfactory evidence that he is a*

Graduate in Medicine & Surgery *and has received a* Diploma *from the*

Eastern Virginia Medical School

in the State of Virginia *in the year* 1978, *and having passed a satisfactory* Examination

in medicine & surgery, The State Board of Medical Examiners, *under the provisions of an Act to regulate the Practice of Medicine pursuant to law of the State of Wyoming, hereby authorizes him to practice* medicine & surgery *in the State of Wyoming.*

Given under the hands and seal of The State Board of Medical Examiners of Wyoming,

at Cheyenne *this* 6th *day of* October, *in the year* 19 80

Member

Member

Member

President

Vice President

Secretary

WYOMING STATE BOARD OF
MEDICAL EXAMINERS

Physician's Certificate

To

.....

18668

Filed for record the 17th
day of September A. D. 1981
4:30 PM
and recorded in Book of Certificates-
Wesh. No. 37 Page 135
Lara J. Yoks
County Clerk.
by Dorothy M Kunz

6.00

Book 39 Misc. Page 136

Recorded Feb. 1, 1978 at 10:15 A.M.

Recorded Feb. 1, 1978 at 10:15 A.M.

Dorothy McGuire

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

Probate 984

IN THE MATTER OF THE ESTATE OF)
DAVID J. CRUMB,)
) DECREE OF FINAL SETTLEMENT
Deceased.)

This matter having come before the Court on the Final Accounting and Petition for Distribution filed by the Administrator. And notice of Final Settlement having been properly published and sent to the heirs herein and no objections having been filed, and the Court having heard said Final Accounting and Petition For Distribution, Orders and Decrees as follows:

1. That David J. Crumb died intestate on the 8th day of August, 1975 and that at the time of his death he was a resident of Sublette County, Wyoming and that he left an estate therein consisting of real and personal property, and subject to the jurisdiction of this Court.

2. That Jerry E. Nichols was duly and properly appointed and acting Administrator of said estate, that he caused an inventory and appraisement of the estate property to be made, that he caused to be published notice to creditors and more than three months have elapsed since the first such publication.

3. That the expenditures reported by the Administrator in his Final Accounting are proper and are hereby approved.

4. That the creditor claim of Farmer's Home Administration in the amount of Nine Thousand Seven Hundred Seventy-Nine and 78/100 ($9,779.78) Dollars should be paid.

5. That the cost of publishing the Notice of Final Settlement should be paid.

6. That the heirs at law of David J. Crumb are

136

their respective shares of his estate are:

Deborah Lee Crumb, daughter	1/3
Mark Lynn Crumb, son	1/3
Bryan David Crumb, Son	1/3

7. That Mark Lynn Crumb and Bryan David Crumb are minors and Beulah M. Springstead is the duly appointed and acting guardian of their estates and all property ordered distributed herein to said minors should be delivered to said Beulah M. Springstead to administer on their behalf.

8. That the sums of One Hundred Forty and 88/100 ($140.88) Dollars and Three Hundred Thirty Four and 25/100 ($334.25) Dollars should be distributed to Mark Lynn Crumb and Bryan David Crumb respectively to balance out the stock distribution heretofore ordered by the Court.

9. That the furniture of a value of One Thousand Seven Hundred Fifty and 00/100 ($1750.00) Dollars is hereby set over to Deborah Lee Crumb, Mark Lynn Crumb and Bryan David Crumb equally and undivided.

10. That Lot 4, Shriver Subdivision, Sublette County, Wyoming, together with the improvements thereon and the appurtenances thereto is hereby set over and distributed to Deborah Lee Crumb, Mark Lynn Crumb and Bryan David Crumb, equally and undivided.

11. That all remaining cash or other personal property now in the control of Administrator or afterwards discovered should be distributed to Deborah Lee Crumb, Mark Lynn Crumb and Bryan David Crumb, equally.

Dated this 2 day of Oct, 1978.

Robert K. Throne
Judge

The State of Wyoming
County of Sublette
I, Ellen Neely, Clerk of the Ninth Judicial District Court within and for said County and in the State aforesaid Do Hereby Certify the Foregoing to be a Full, True and Complete Copy.
Signed: Ellen Neely

[redacted] [redacted] [redacted]

AGREEMENT FOR WARRANTY DEED—FORM NO. 14 THE MILLS COMPANY, SHERIDAN

THIS AGREEMENT, Made and entered into this 21st **day of** September **19**81**, by and between** REDSTONE CORPORATION, a Wyoming corporation,

of Pinedale, Sublette **County, State of** Wyoming**, of the first part, and** EDWIN S. HARRIS and SALVACION A. HARRIS, husband and wife, as tenants of an estate by the entireties with full right of survivorship,

301 Delmar Ave.
of Vallejo, **County, State of** California**, of the second part,**

WITNESSETH, That the part y **of the first part, for and in consideration of the sum of ($** 7500.00 **)** Seven Thousand Five Hundred and No/100 **DOLLARS** in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said part ies of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do es hereby for itself and its heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said part ies of the second part by a good and sufficient Warranty Deed, subject, however, to 3/12 of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: Lot Nine (9), Redstone New Fork River Subdivision as the same appears on the official plat thereof filed in the Office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;TOGETHER WITH all improvements and appurtenances thereunto appertaining;SUBJECT TO reservations and restrictions contained in U.S. patents; to easements and rights of way of record or in use; to prior mineral reservations of record; SUBJECT TO Redstone New Fork River Subdivision Protective Covenants recorded 9/16/77 in Book 33 of Misc.,page 206.RESERVING TO GRANTOR, HOWEVER, all remaining oil and gas and all other minerals, together with a right of ingress and egress to prospect for mine and remove same. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE.NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

SOLD FOR Thirty Thousand and No/100 **DOLLARS ($** 30,000.00 **)**
and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves **and** their **heirs, executors, administrators and assigns, covenant, promise and agree to and with the said part** y **of the first part,** its **heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:**
$7500.00 down; Balance of $22,500.00 to be paid in ten (10) annual payments including interest at the rate of 12% per annum, said payments shall be in the amount of $3982.28, first said payment due September 21, 1982, and yearly thereafter until paid in full.

assigned Bk 41 pg 335

RECORDED SEP 21 1981 3:30 PM
IN BOOK 39 Misc PAGE 138
FEES
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK by Nancy

186709

Payable at the office of First National Bank of Pinedale **with interest at the rate of** 12 **per cent per annum from date. Interest** ~~payable~~ included **. If principal or interest is not paid when due, the same to draw** 12 **per cent interest per annum from maturity until paid.**

Right to accelerate payments in any multiple of $1,000.00 or the entire balance then due on any payment date and thus reduce interest is hereby granted by party of the first part.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said part ies **of the second part,** their **heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on** their **part to be performed, then said part** y **of the first part,** its **heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said part** ies **of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.**

The part ies **of the second part agrees to keep the buildings on said premises insured in a sum not less than** None **Dollars, in favor of and payable to part** y **of the first part, as** its **interests may appear.**
This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of XXXXXXXXX

ATTEST: Joseph R. Hicks
Secretary

REDSTONE CORPORATION, a Wyo. Corp.
By: President
EDWIN S. HARRIS
Salvacion A. Harris
SALVACION A. HARRIS

State of WYOMING }
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by JOHN M. SULENTA as President and JOSEPH R. HICKS as Secretary of Redstone Corporation, a Wyoming corp.,
this 21 **day of** September, **19** 81.

Witness my hand and official seal.

Nancy E. Cyrie
Signature
Notary Public
Title of Officer

My Commission Expires: September 28, 1982

135

STATE OF Wyoming)
) ss.
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me by EDWIN S. HARRIS and SALVACION A. HARRIS this 21st day of Sept, 1981.
WITNESS my hand and official seal.

NOTARY PUBLIC

Beverly J. Hoffman
Notary Public

My commission expires:
March 2, 1985

ASSIGNMENT

..... 19 ...

For VALUE RECEIVED, ... hereby assign unto .....
all ... right, title and interest in and to the within contract, and I authorize the part ... of the first part therein to execute a deed to said ..... or to ... heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS .....

Party of the Second Part.

Consent is hereby given for the above assignment.

Party of the First Part.

DATE	TOTAL PAYMENT	INTEREST	PRINCIPAL	BALANCE	BY

AGREEMENT FOR
WARRANTY DEED

FROM

TO

Dated ....., 19...
Expires ....., 19...
Lot .....
Block .....
Add. .....

ESTABLISHMENT OF
HORSESHOE ROAD, A PRIVATE ROAD AND WAY

KNOW ALL MEN BY THESE PRESENTS:

That V. L. LOONEY and PATRICIA E. LOONEY, husband and wife, of Pinedale, Sublette County, Wyoming, DO HEREBY ESTABLISH, MAKE AND DECLARE the following described lands and real estate situate in the County of Sublette and State of Wyoming, to-wit:

A strip of land thirty feet in width being part of the S/2 NE/4 and N/2 SE/4 of Section 5 and S/2 NW/4 of Section 4, Township 34 North, Range 112 West, Sublette County, Wyoming with the center-line described as follows:

Beginning at a point within the right of way of the Daniel-Merna County Road No. 23-112, S55°-05.5'W, 868.32 feet from the east one-quarter corner of said Section 5;

Thence N68°-15.5'W, 242.54 feet to a point;

Thence N70°-58.1'W, 336.82 feet to a point;

Thence N37°-47.9'W, 118.32 feet to a point;

Thence N05°-47.0'W, 209.70 feet to a point;

Thence N20°-32.2'E, 217.54 feet to a point;

Thence N15°-09.3'E, 168.68 feet to a point;

Thence N21°-14.1'E, 660.70 feet to a point;

Thence N53°-10.0'E, 578.82 feet to a point;

Thence S89°-59.3'E, 519.17 feet to a point on the east line of said S/2 NE/4, N00°-19.0'W, 1334.24 feet from the east one-quarter corner of said Section 5;

Thence N87°-56.5'E, 357.08 feet to a point;

Thence S62°-57.2'E, 407.80 feet to a point;

Thence S76°-51.8'E, 560.79 feet to a point;

Thence S80°-18.7'E, 277.66 feet to a point;

Thence S83°-42'E, 775.40 feet to a point;

Thence N89°-46.3'E, 310 feet, more or less, to an intersection with the east line of the said S/2 NW/4 of said Section 4;

Each "point" marked by a 3/8 X 12" steel spike;

136714

Sept 22 81 10:30A
39 Miles 140
6.00 Law & York

by Dorothy McInnis

140

a private road and way of access to all lands adjoining the same, and for the use and benefit of said adjoining lands and the owners thereof and their heirs, devisees, legatees, grantees and assigns forever, said road and way to be known hereafter as HORSESHOE ROAD.

DATED this 17th day of September, 1981.

V. L. Looney
V. L. LOONEY

Patricia E. Looney
PATRICIA E. LOONEY

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by V. L. LOONEY and PATRICIA E. LOONEY, husband and wife, this 17th day of September, 1981.

Witness my hand and official seal.

FAYE HAMMONS Notary Public
County of Sublette
State of Wyoming
My Commission expires November 22, 1983

My commission expires:

Faye Hammons
Notary Public

[redacted] [redacted]

AGREEMENT FOR WARRAN[redacted] DEED—FORM NO. 14 [redacted] THE MILLS COMPANY, SHERIDAN

THIS AGREEMENT, Made and entered into this 1st day of October 19 78 by and between FAY C. BARGER and ANNE E. BARGER, husband and wife, (Anne E. Barger by power of attorney to Fay C. Barger)

of Pinedale, Sublette County, State of Wyoming, of the first part, and MICHAEL L. HILL, SR., 1506 Melody Dr. # 1

of Rock Springs, Sweetwater County, State of Wyoming, of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of ($500.00) Five Hundred and No/100 - - -

STATE OF Nevada)
) ss.
COUNTY OF Elko)

The foregoing instrument was acknowledged before me by Fay C. Barger and Fay C. Barger under power of attorney from Anne E. Barger this 21 day of November, 1979.

Witness my hand and official seal.

JUDY RODRIQUEZ
Notary Public - State of Nevada
Elko County, Nevada
Commission expires Mar. 27, 1983

Judy Rodriquez
Notary Public

My commission expires: 3-27-83

ASSIGNMENT

July 20 or 1972, 19 81

For VALUE RECEIVED, I hereby assign unto L. W. Haines Rock Springs, Wyo all my right, title and interest in and to the within contract, and I authorize the parties of the first part therein to execute a deed to said L. W. HAINES or to his heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS

Michael L. Hill, Sr.
Michael L. Hill, Sr. Party of the Second Part.

Consent is hereby given for the above assignment.

Fay C. Barger and Anne E. Barger
Fay C. Barger and Party of the First Part.
Anne E. Bargen by power of attorney

DATE	TOTAL PAYMENT	INTEREST	PRINCIPAL	BALANCE	BY

STATE OF WYOMING)
) ss.
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me by Michael L. Hill, Sr. this 15 day of September, 1981.

Witness my hand and official seal.

Notary Public

My commission expires: My Commission Expires May 11, 1982

* * * * * * *

STATE OF NEVADA)
) ss.
COUNTY OF ELKO)

The foregoing instrument was acknowledged before me by Fay C. Barger and Anne E. Barger by Power of Attorney to Fay C. Barger.

Witness my hand and official seal.

Judy Rodriquez
Notary Public

My commission expires: 3/27/83

JUDY RODRIQUEZ
Notary Public - State of Nevada
Elko County, Nevada
Commission expires Mar. 27, 1983

156719

AGREEMENT FOR

WARRANTY DEED

FROM

TO

Dated September 22, 19 81

Expires ----------, 19----

Lot ----------

Block ----------

Add. ----------

RECORDED September 22 19 81
IN BOOK 37 Misc. PAGE 442
FEES 4.00
SUBLETTE COUNTY CLERK

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

WITHIN AND FOR TETON COUNTY, WYOMING

IN THE MATTER OF THE ESTATE OF ELEANOR AINSWORTH BECK, ALSO KNOWN AS ELEANOR A. BECK AND ELLIE BECK, DECEASED.	)	Probate No. 1116

DECREE OF FINAL SETTLEMENT OF ACCOUNT
AND ORDER OF DISTRIBUTION

The Rock Springs National Bank, executor of the estate of Eleanor Ainsworth Beck, also known as Eleanor A. Beck and Ellie Beck, deceased, having heretofore rendered and filed herein a full account and report of its administration of said estate, which account was for final settlement, and having with said account filed a petition for the distribution of the residue of said estate;

And said account and petition coming on this day regularly to be heard, proof having been made to the satisfaction of the Court that notice of settlement of said account, and the hearing of said petition has been given in the manner and for the time in such cases required by law; and the Court, being fully advised in the premises, finds:

1. That Eleanor Ainsworth Beck, deceased, died testate on the 12th day of November, 1980, at Jackson, in the County of Teton, State of Wyoming, and left estate in the County of Teton and in the County of Sublette, State of Wyoming, consisting of real and personal property.

2. That on the 22nd day of December, 1980, after due proof, this Court made and entered an order admitting the last will and testament of said deceased for probate and appointing petitioner as executor of said estate; and that petitioner thereafter duly qualified as such executor, immediately entered upon the administration of said estate, and has ever since continued to administer the same.

3. That since the filing of said Final Account and Petition for Distribution herein, the said executor has expended the sum of $150.00 made payable to Elmer Likes, C.P.A., for the preparation of final fiduciary tax returns in the matter of said estate.

Total Cash on Hand on 9/2/81	$4,365.35
Less Disbursement	150.00
Total Cash on 9/2/81	$4,215.35

4. That said executor and its attorney have rendered and performed services for and in connection with said estate for which they are entitled to compensation as provided by law; and that said attorney fees and executor fees have been set by a previous order of this Court.

5. That said account and supplementary account are in all respects true and correct; that all claims and debts against said deceased, all taxes against said estate, all debts, expenses and charges of administration, and inheritance taxes have been fully paid and discharged; and that said estate is now ready for distribution and in condition to be closed.

186720

144

Sept 23 1981 8:00 A.M.
34 Misc PAGE 144
CLERK

6. That said Eleanor Ainsworth Beck, deceased, left the following person surviving her, as her only heir at law:

Kathleen Beck
P.O. Box 2863
Jackson, Wyoming 83001

7. That the Last Will and Testament of Eleanor Ainsworth Beck, deceased, admitted to probate herein, provides, among other things, as follows:

"PART I

In the event that I have entered into an inter vivos trust agreement with First National Bank of Moline, a National Banking Association, having its principal place of business in the City of Moline, County of Rock Island, State of Illinois, hereinafter referred to as the "Trustee", which trust has not become inoperative, failed, or been revoked at the time of my death, then and in that event, after distribution of specific bequests to my daughter, Kathleen Beck, if she survives me, as provided in Part III hereof, I give, devise and bequeath all of the rest, residue and remainder of my estate, real, personal, and mixed, of whatsoever kind and character and wheresoever situate, to said Trustee, or its successors, IN TRUST, to be divided into two equal parts and added to Trust A and Trust B and administered, invested, and distributed as a part of the principal of said Trust A and Trust B, according to the terms and conditions, including any amendments thereto, of any trust agreement into which I entered with said Trustee prior to my death.

It is my intent that this provision not create a separate trust if said inter vivos trust is in existence and operative at the time of my death.

***

PART III

The provisions of this, Part III, of my will shall apply in the event of the conditions set forth in either Part I hereof or Part II hereof.

FIRST: I hereby give, and bequeath to my daughter, Kathleen Beck, any personal automobile which I may own at the time of my death, and all of my personal clothing, furniture, household goods, and furnishings, to have and to hold the same unto herself, her heirs and assigns forever; ***".

8. That Eleanor Ainsworth Beck was not the owner of any automobiles, clothing or household furnishings which were subject to probate herein.

9. That the legatee and devisee survived said decedent, and that, pursuant to the provisions of said Last Will and Testament, all of the residue and remainder of said estate

should be paid, distributed and set over to the following legatee and devisee in the particulars hereinafter set forth:

Legatee and Devisee	Share of Residue
To Kathleen Beck, IN TRUST c/o First National Bank of Moline, Trustee Moline, Illinois	All

10. That the residue of said estate remaining in the hands of the executor, consists of the following:

PERSONAL PROPERTY:

Cash in the amount of: $4,215.35

11 units of Investors' Corporate-Income Trust, Series 3.

One (1) woman's solitaire diamond engagement ring, gold mounted (.62 ct.)

One (1) man's diamond ring, gold mounted, containing seven (7) diamonds in a cluster (.45 ct.)

Promissory note in the principal amount of $34,000.00, dated May 1, 1971, securing a mortgage executed by Barbara Brewer in favor of Eleanor A. Beck, covering the SE¼ of Section 24, T33N, R109W, 6th P.M., Sublette County, Wyoming.

REAL PROPERTY

An undivided one-half (½) interest in and to the minerals in T33N, R109W, 6th P.M., Sublette County, Wyoming, Section 24: SE¼, containing 160.00 acres.

An undivided one-half (½) interest in and to the minerals in the N½NE¼, SE¼NE¼, NE¼NW¼, Section 25, T33N, R109W, 6th P.M., Sublette County, Wyoming, consisting of 160.00 acres.

Perpetual easement and right-of-way for ingress and egress of the N½NE¼, SE¼NE¼ and NE¼NW¼ of Section 25, all in T33N, R109W of the 6th P.M., Sublette County, Wyoming.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that said final account of said executor be, and the same is hereby, settled, allowed and approved, and that the residue of said estate hereinbefore particularly described, and any other property not now known or discovered, and which may belong to said estate, or in which said estate may have an interest, be, and the same is hereby, distributed, granted, conveyed and set over to the First National Bank of Moline, Moline, Illinois, Trustee of the estate of Kathleen Beck, to have and to hold the same as such trustee under the terms of the Last Will and Testament of Eleanor Ainsworth Beck.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the executor execute any and all assignments necessary to make said transfer, and that, upon the payment of delivery of said residue and remainder as hereinbefore ordered, and upon the payment of any items remaining due and unpaid, and upon the filing of receipts therefor in this Court, the said executor be fully and finally released from its duties as such executor.

DONE IN OPEN COURT this 11th day of SEPT., 1981.

/S/ ROBERT B. RANCK
JUDGE

State of Wyoming

County of Teton

I, Barbara Oakley, Clerk of the Ninth Judicial District Court within and for said County and the State aforesaid Do Hereby Certify the foregoing to be a Full, True and Complete Copy.

Barbara Oakley

[redacted] [redacted] [redacted]

HIGHWAY EASEMENT DEED

THIS DEED, made this 25TH day of AUGUST, 1981, by and between the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, hereinafter referred to as the DEPARTMENT, and the STATE HIGHWAY COMMISSION OF WYOMING

hereafter referred to as the GRANTEE:

W I T N E S S E T H :

WHEREAS, the GRANTEE has filed application under the provisions of the Act of Congress of August 27, 1958, as amended (72 Sta. 885 Title 23 U.S.C. Sec. 317) for the right-of-way of a highway over certain land owned by the United States in the State of Wyoming, which is under the jurisdiction of the Department of Agriculture - Forest Service, and,

WHEREAS, this transfer is further authorized under the provisions of the Act of Congress approved October 15, 1966 [80 Stat. 931, 937, Section 6(a)(1)(A)] and,

WHEREAS, the Regional Federal Highway Administrator, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administrator, has determined that an easement over the land covered by the application is reasonably necessary for a right-of-way for Wyoming Forest Highway Projects 3-2(1), 3-2(2), 3-2(3) and 3-2(5) the Hoback Canyon Highway in Sublette County

and,

WHEREAS, the Department of Agriculture, acting by and through the Forest Service, has agreed to the transfer by the DEPARTMENT of an easement over the land to the GRANTEE.

NOW THEREFORE, the DEPARTMENT as authorized by law, and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. Sections 2000d-2000d-4), does hereby grant to the GRANTEE an easement for right-of-way for the construction,

18678

RECORDED September 24 1981 8:00 AM
IN BOOK 39 Misc. PAGE 148
FEES $30.50 Doris J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Dorothy M Stuve

Form FHWA-218
(Rev. 12-72)

operation, and maintenance of a highway,

and use of the space above and below the established grade line of the highway pavement for highway purposes on, over, across, in, and upon the following described land of the United States within the

County of Sublette State of Wyoming, 6th Meridian

Township	Range	Section		Subdivision
Frac. 38	114	4	(unsurveyed)	$W\frac{1}{2}SW\frac{1}{4}$
		5	(unsurveyed)	$S\frac{1}{2}N\frac{1}{2}$, $NE\frac{1}{4}SE\frac{1}{4}$
		6	(unsurveyed)	Lots 1,2,6&7, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$
		9	(unsurveyed)	$N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
		10	(unsurveyed)	$W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$
		15	(unsurveyed)	$E\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
		23	(unsurveyed)	$NW\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$

as the land is more particularly described in Exhibit A attached hereto and made part hereof; and as shown on the following described plans:

Drawing No. (Exhibit A) Dated May 1, 1981 Number of Sheets 5

marked Exhibit A attached hereto and made part hereof, subject, however, to the following terms and conditions:

(1) Outstanding valid claims, if any, existing on the date of this grant, and the Grantee shall obtain such permission as may be necessary on account of any such claim.

(2) The Grantee and the Regional Forester shall make determination as to the necessity for archeological and paleontological reconnaissance and salvage within the right-of-way, and such reconnaissance and salvage to the extent determined necessary because of construction of the highway facility is to be undertaken by the Grantee in compliance with the Act entitled "An Act for the preservation of American antiquities" approved June 8, 1906 (34 Stat. 225, 16 U.S.C. 432-433), and State laws where applicable.

(3) Unless the Grantee and Regional Forester stipulate as to a shorter time, the easement herein granted shall terminate ten (10) years from the date of the execution of this deed by the United States of America in the event construction of a highway on the right-of-way is not started during such ten-year period.

(4) The easement herein granted is limited to use of the described right-of-way and the space above and below the established grade line of the highway pavement for the purposes of construction, operation, and maintenance of a highway in accordance with the approved plans described in the condition numbered (5) and does not include the grant of any right for non-highway purposes or facilities:

Provided, That the right of the Forest Service to use or authorize the use of any portion of the right-of-way for non-highway purposes shall not be exercised when such use would be inconsistent with the provisions of Title 23 of the United States Code and the Federal Highway Administration Regulations issued pursuant thereto or would interfere with the free flow of traffic or impair the full use and safety of the highway, and in any case the Grantee and the Federal Highway Administration shall be consulted prior to the exercise of such rights: and Provided, Further that nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right-of-way outside of construction clearing limits.

(5) The design and construction of highway projects (3-2(1), 3-2(2), 3-2(3), 3-2(5)) situated on this right-of-way will be in accord with the provisions of Title 23, U.S. Code-Highways, and amendments; the Regulations for the Administration of Federal Aid for Highways, effective May 11, 1960, and amendments and established procedures for Federal-aid projects, including the requirements of Policy and Procedure Memorandum 90-1, (Title 23, Code of Federal Regulations, Part 771) and the construction specifications of the State highway department as approved by the Federal Highway Administration for use on Federal-aid projects.

The Regional Forester will be provided an opportunity to review plans relative to effects, if any, that the project works as planned will have upon adequate protection and utilization of the land traversed by the right-of-way and adjoining land under the administration of the Forest Service for the purposes for which such land is being administered. Those features of design, construction and maintenance of the highway facility and of use of the right-of-way that would have effect on the protection and utilization of the land under the administration of the Forest Service are to be mutually agreed upon by the Regional Forester and the Grantee by conference or other communication during the preparation of the plans and specifications for each construction project, and the plans shall be revised, modified, or supplemented to meet the approval of the Regional Forester, or when deemed appropriate, supplemented by written stipulation between the Regional Forester and the Grantee, prior to start of construction.

The final design and the construction specifications for any highway construction project on the right-of-way will be presented to the Regional Forester for his approval and construction shall not begin until such approval is given:

Provided, That if it is subsequently deemed necessary that the approved plans, specifications, or stipulation be amended or supplemented, any amendment or supplement shall be approved by the Regional Forester and the Grantee before being placed in effect.

(6) Consistent with highway safety standards, the Grantee shall:

(a) Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.

(b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction, operation, or maintenance

of the highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed where it is deemed necessary during a joint review between the Regional Forester and the Grantee prior to completion of the highway and the Grantee shall maintain all terracing, waterbars, lead-off ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides which occur during or after construction.

(7) The Grantee shall:

Establish no borrow, sand, or gravel pits, stone quarry, or permanent storage areas, sites for highway operation and maintenance facilities, camps, supply depot or disposal areas within the right-of-way unless shown on approved construction plans, without first obtaining approval of the Regional Forester.

(8) The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Regional Forester. Application for such approval must be in writing and specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

(9) The Grantee, in consideration of the grant of this easement, does hereby covenant and agree as a covenant running with the land for itself, it successors and assigns that (a) no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby conveyed, (b) that the Grantee shall use said easement and right-of-way so conveyed, in compliance

with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(10)* In the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have the right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation, and its assigns, as such interest existed prior to this instrument.

(11) When need for the easement herein granted shall no longer exist, the Grantee shall give notice of that fact to the Secretary of Transportation and the rights herein granted shall terminate and the land shall immediately revert to the full control of the Department of Agriculture.

* Reverter clause to be used only when it is determined that such clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

IN WITNESS WHEREOF, I, RICHARD O. JONES, pursuant to delegations of authority from the Secretary of Transportation, the Federal Highway Administrator, the Regional Federal Highway Administrator, and Chief Counsel, Federal Highway Administration, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

Witness:

Patricia B. Davis

Margaret A Bird

By Richard O. Jones
Regional Counsel
Federal Highway Administration

Form FHWA-218
(Rev. 12-72)

UNITED STATES OF AMERICA)

)

State of Colorado)

I, Marie J. Medina, a Notary Public in and for the State of Colorado, do hereby certify that on this the 25th day of August, 1981, before me personally appeared Richard O. Jones, Regional Counsel, Federal Highway Administration, and acknowledged that the foregoing instrument bearing date of August 25, 1981, was executed by him in his official capacity and by authority in him vested by law, for the purposes and intents in said instrument described and set forth, and acknowledged the same to be his free act and deed as Regional Counsel, Federal Highway Administration.

Witness my hand and seal this 25th day of August, 1981.

Marie J. Medina
Notary Public
State of Colorado

Notary Public

NOTARY PUBLIC

(SEAL)

My Commission Expires MY COMMISSION EXPIRES DECEMBER 15, 1984

In compliance with the conditions set forth in the foregoing deed, the State Highway Commission of Wyoming certifies, and by the acceptance of this deed, accepts the right-of-way over certain land herein described and agrees for itself, its successors and assigns forever to abide by the conditions set forth in said deed.

By

F[redacted]-218
([redacted]-72)

STATE OF WYOMING

COUNTY OF LARAMIE

I, Robert A. Balling, a Notary Public in and for said County and State, hereby certify that Leno Menghini whose name as Superintendent & Chief Engineer, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he in his capacity as such Superintendent & Chief Engineer, executed the same voluntarily on this day.

Given under my hand and seal of office this 15th day of June, 1981.

Robert A. Balling
Notary Public

(SEAL)

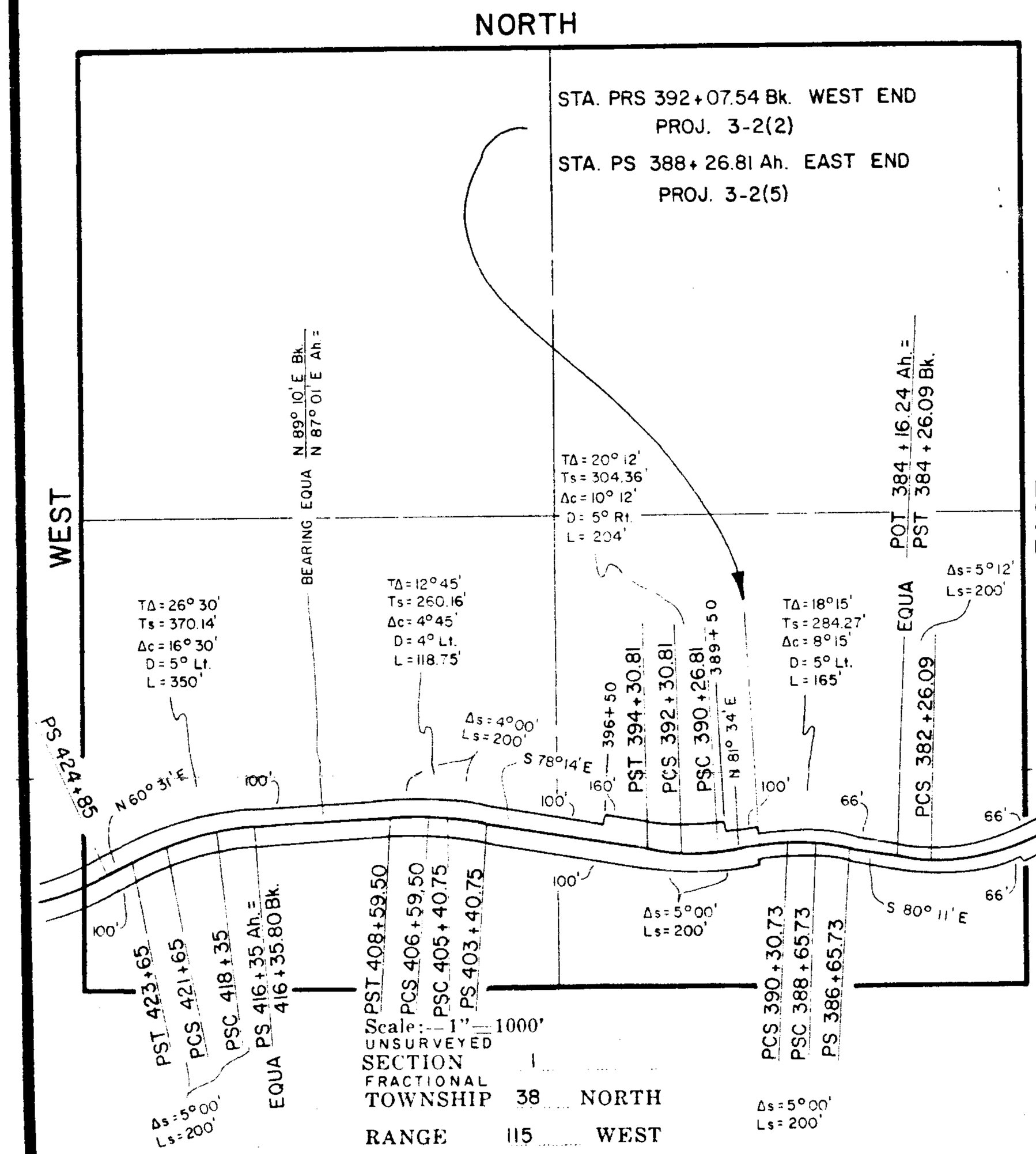
Robert A. Balling - Notary Public
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires August 1, 1983

My Commission Expires _____

Form FHWA-218
(Rev. 12-72)

WYOMING STATE HIGHWAY DEPARTMENT

Proj. No. 3-2(5) ; 3-2(6)



Scale: - 1" = 1000'
UNSURVEYED
SECTION 1
FRACTIONAL
TOWNSHIP 38 NORTH
RANGE 115 WEST

CERTIFICATE OF STATE HIGHWAY ENGINEER

I, Leno Menghini, of Cheyenne, Wyoming, hereby certify that this map * made from notes taken during an actual survey made by Federal Highway Administration* in 1972-74, for which work I stand personally responsible and that such survey is accurately represented on this map and by the accompanying field notes.

May 1, 1981

Cheyenne, Wyoming

Leno Menghini
Superintendent, Wyoming License No. 403

NOTE:—Right of Way through Federal lands to be as shown on this map.

* The maps that accompany this certificate were made from plans prepared by the Federal Highway Administration for the construction of the above noted project.

Private Land

Serial Number .....

MAP

Accompanying application for Right of Way for a highway, as provided in Federal Highway act of August 27, 1958, (72 Sta. 885), Title 23, United States Code, Section

TETON County

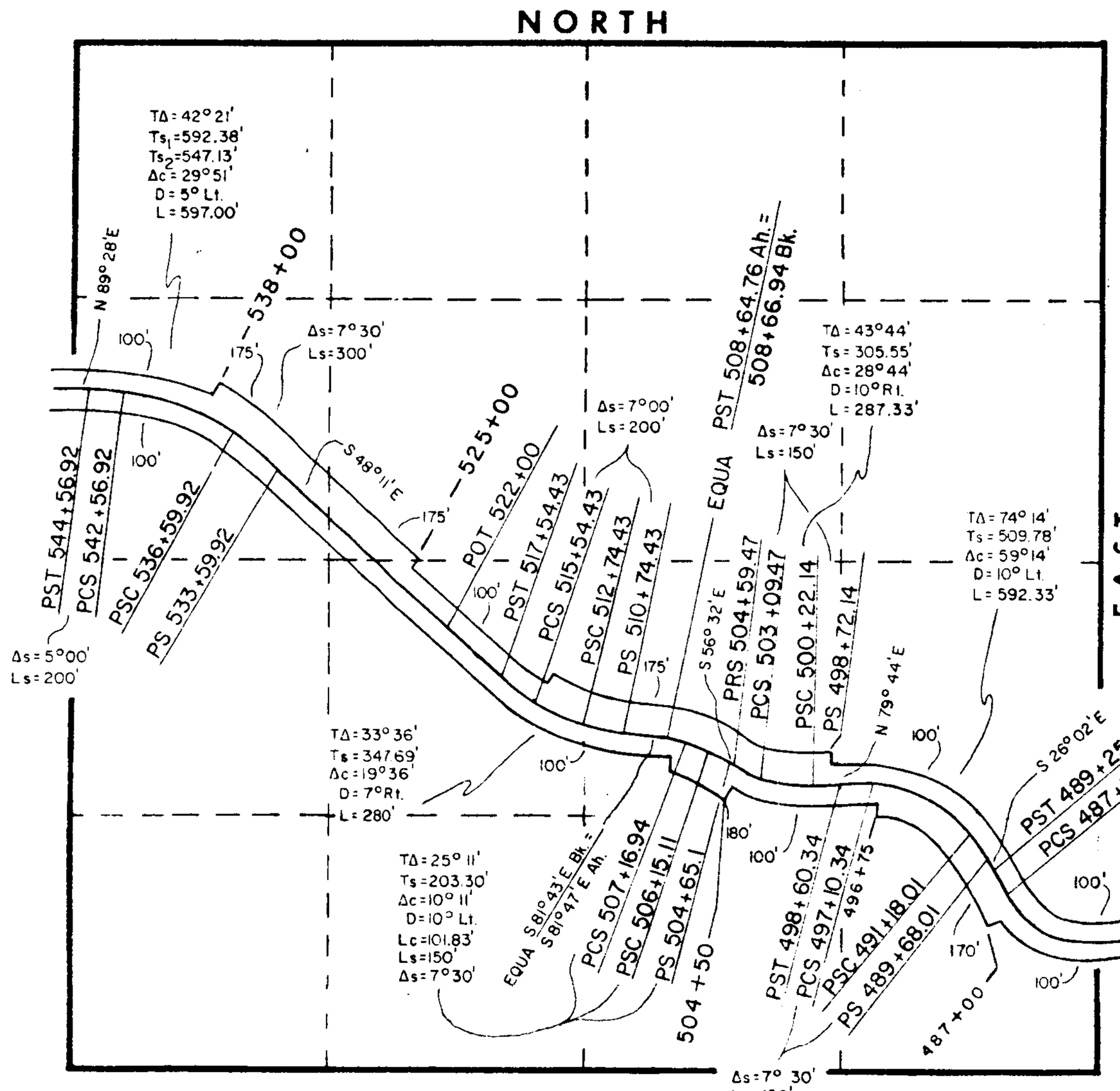
SHEET 1 OF 5 SHEETS

WYOMING HIGHWAY DEPARTMENT

Proj. No. 3-2(5)

....., A.F.E. .....

EXHIBIT "A"



Scale:— 1" = 1000'
UNSURVEYED
SECTION 3
FRACTIONAL
TOWNSHIP 38 NORTH
RANGE 115 WEST

Scale:— 1" = 1000'
UNSURVEYED
SECTION 2
FRACTIONAL
TOWNSHIP 38 NORTH
RANGE 115 WEST

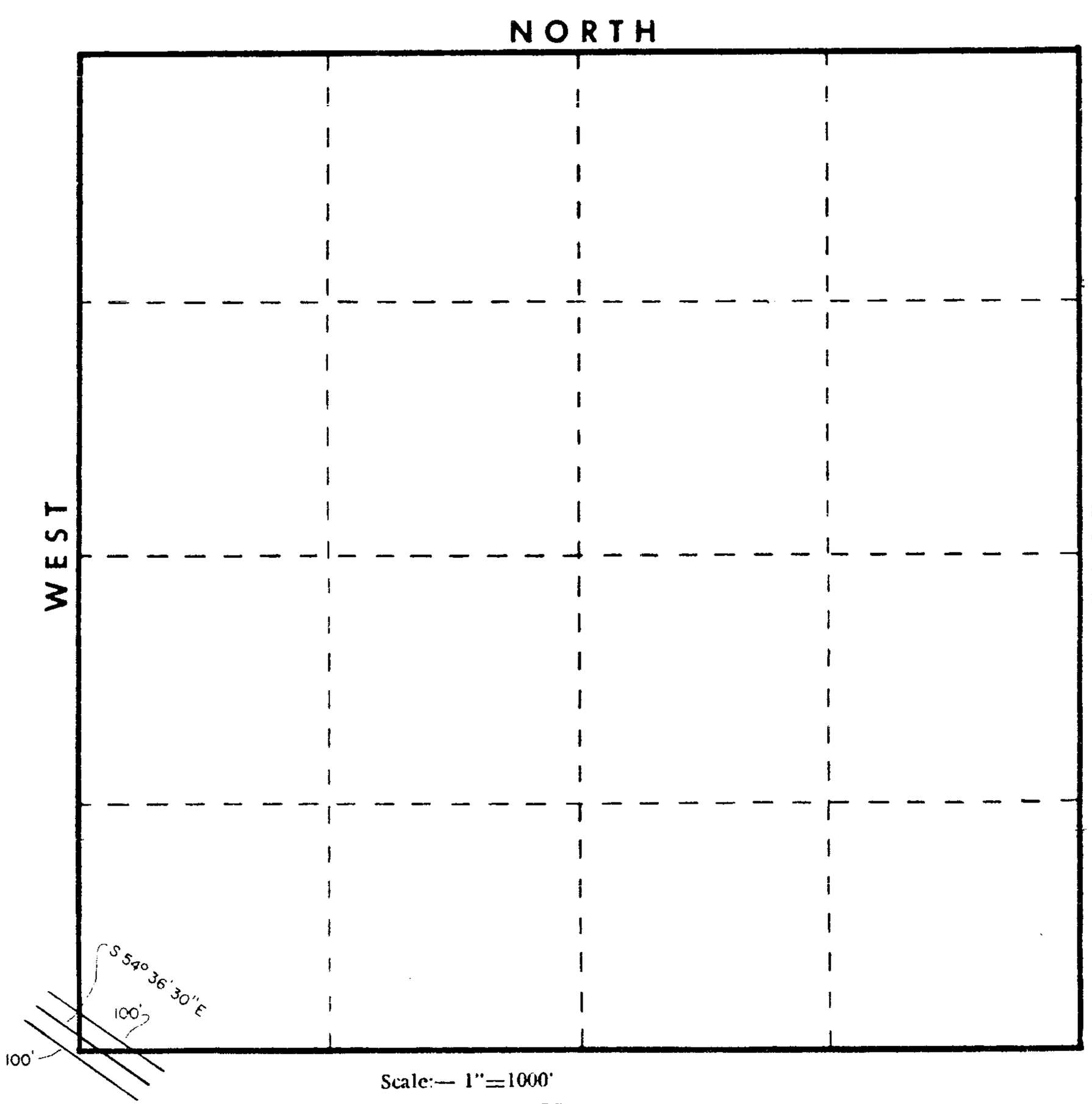
SHEET 2 OF 5 SHEETS

WYOMING HIGHWAY DEPARTMENT

Proj. No. 3-2(5) & 3-2(6)

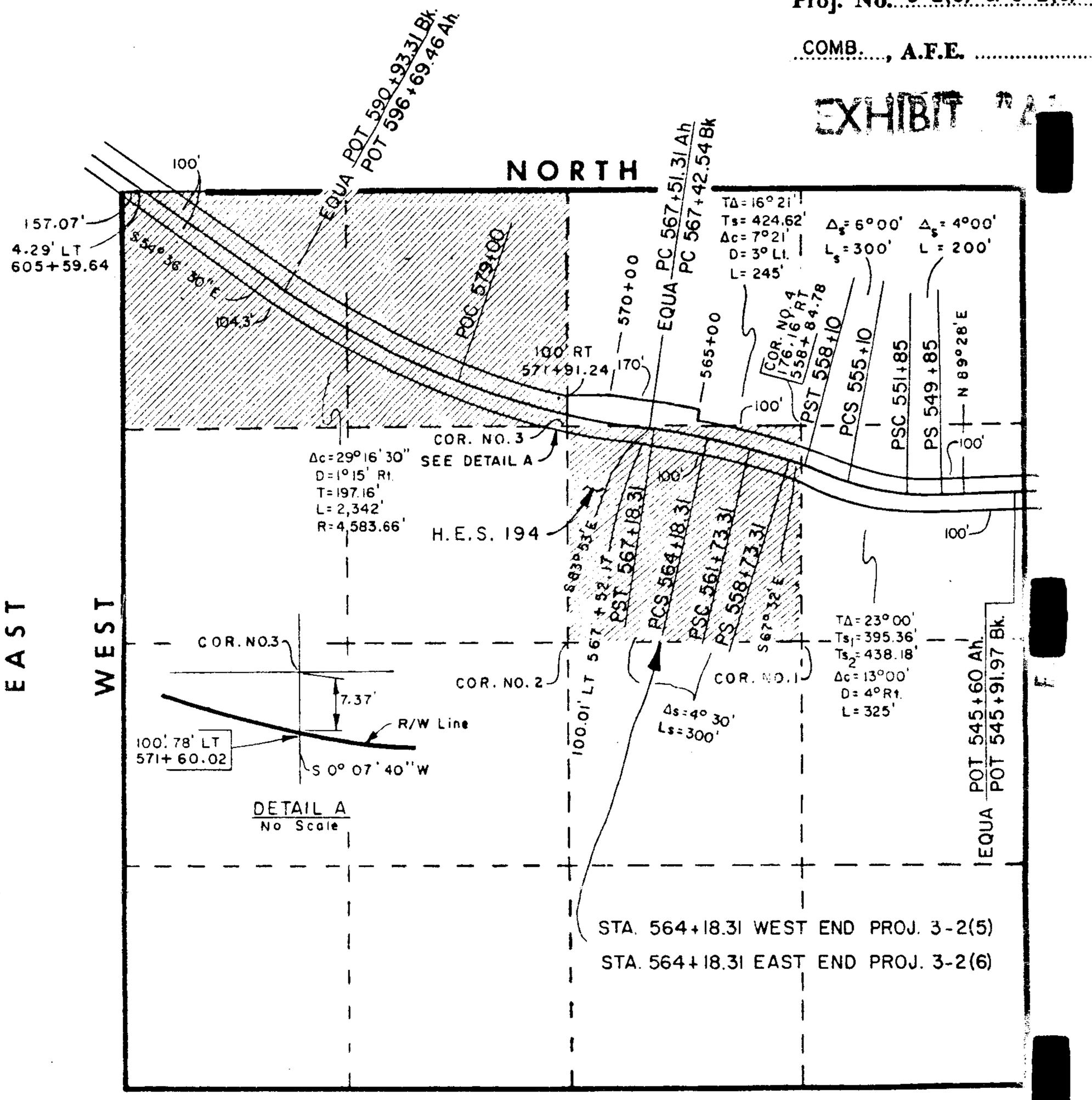
COMB. ..., A.F.E. .....

EXHIBIT "A"



Scale:— 1"=1000'

UNSURVEYED FRACTIONAL
SECTION 33
TOWNSHIP 39 NORTH
RANGE 115 WEST



DETAIL A
No Scale

Scale:— 1"=1000'

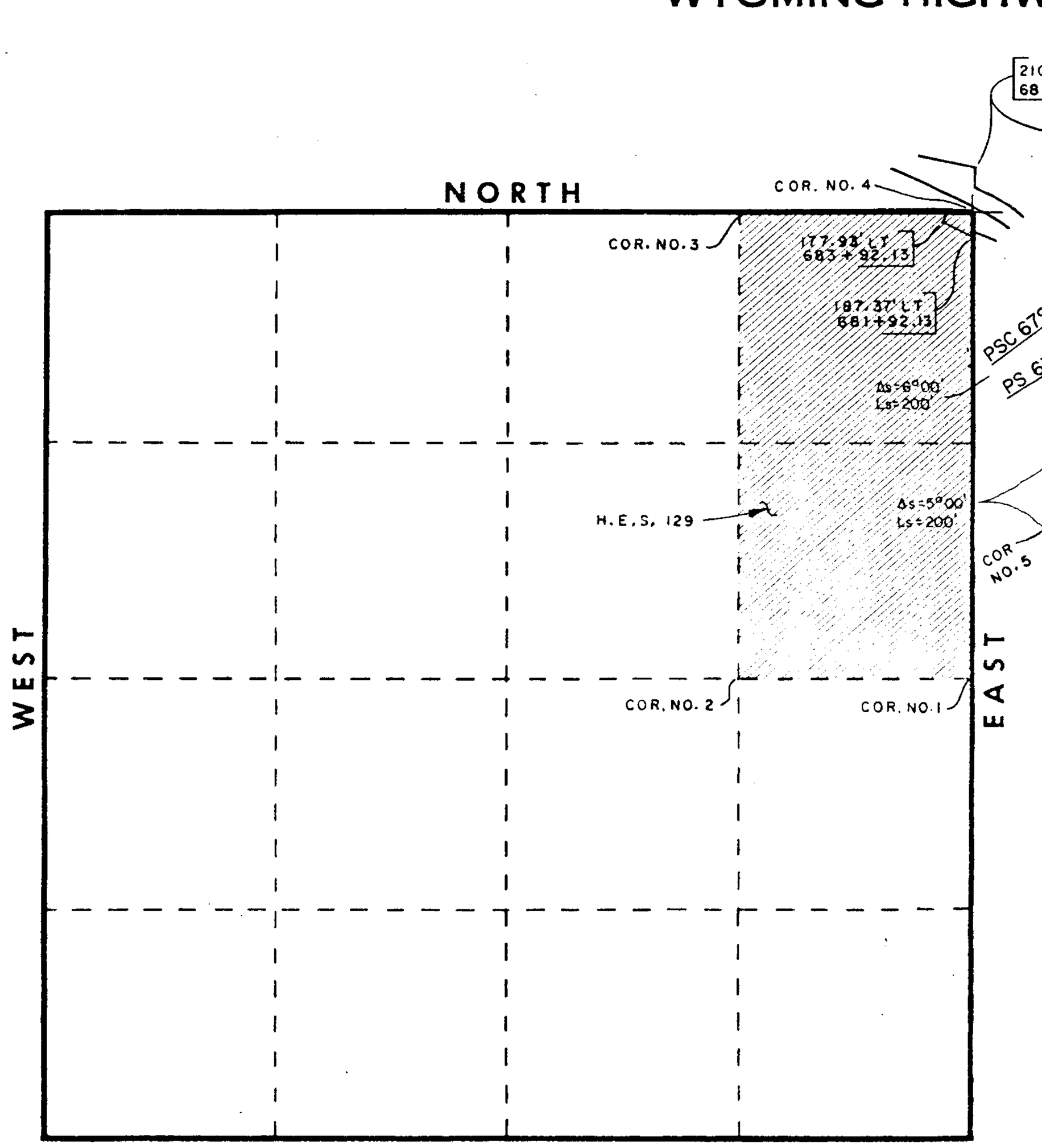
UNSURVEYED FRACTIONAL
SECTION 4
TOWNSHIP 38 NORTH
RANGE 115 WEST

WYOMING HIGHWAY DEPARTMENT

Proj. No. 3-2(6)

....., A.F.E. .....

EXHIBIT "A"

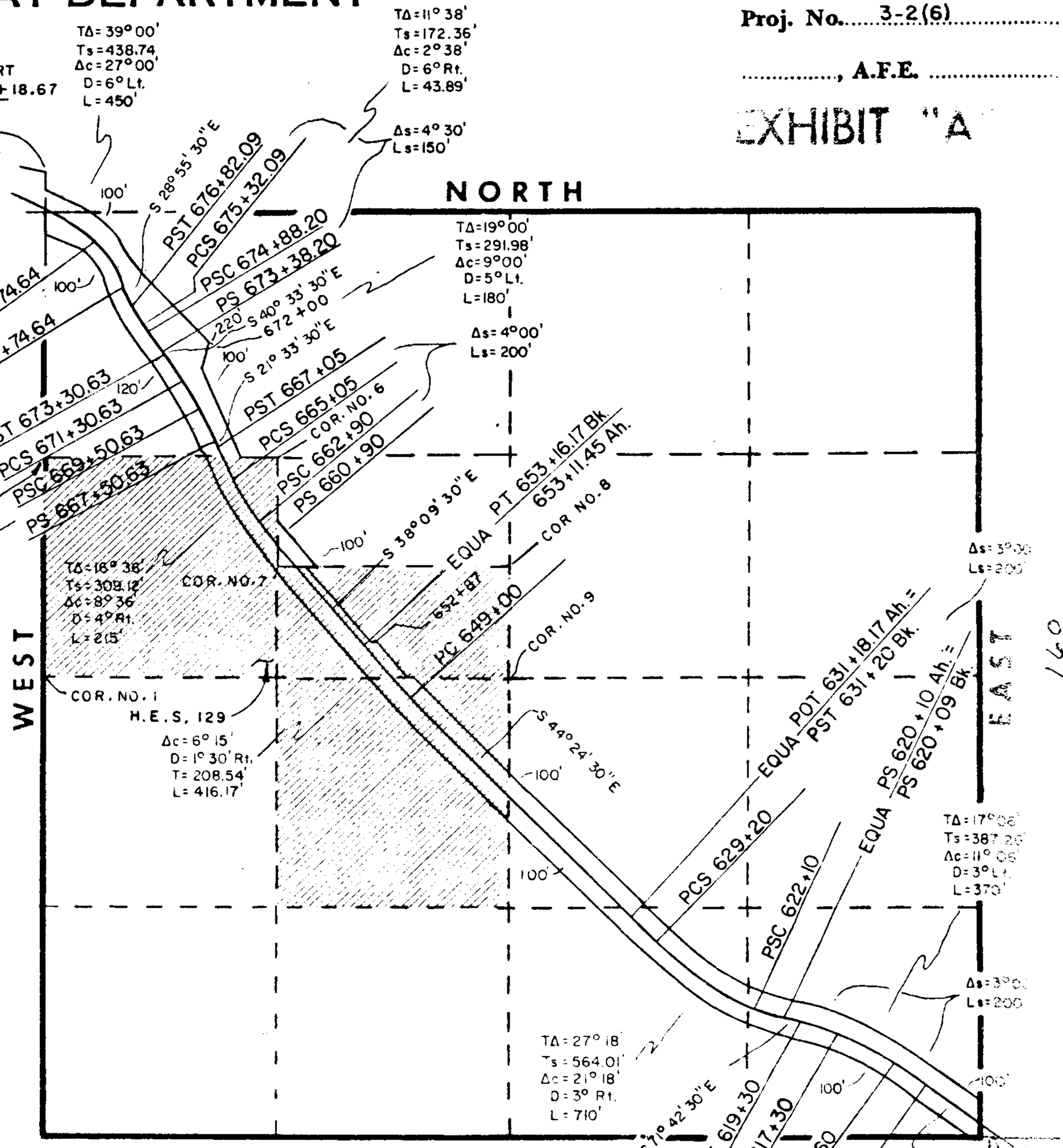


Scale:— 1"=1000'

UNSURVEYED SECTION 31

FRACTIONAL TOWNSHIP 39 NORTH

RANGE 115 WEST



Scale:— 1"=1000

UNSURVEYED SECTION 32

FRACTIONAL TOWNSHIP 39 NORTH

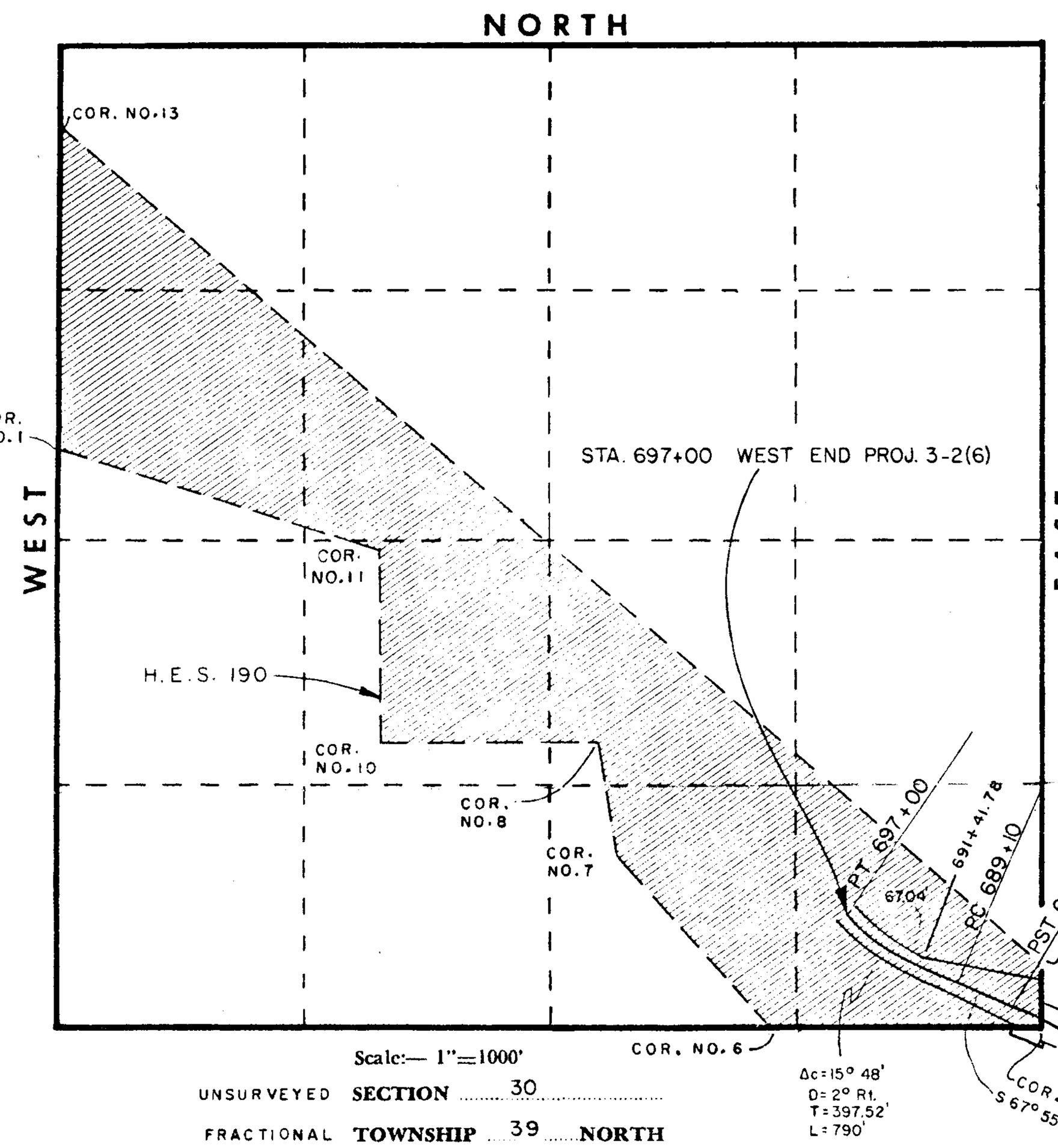
RANGE 115 WEST

WYOMING HIGHWAY DEPARTMENT

Proj. No. 3-2(6)

....., A.F.E. .....

EXHIBIT "[redacted]"

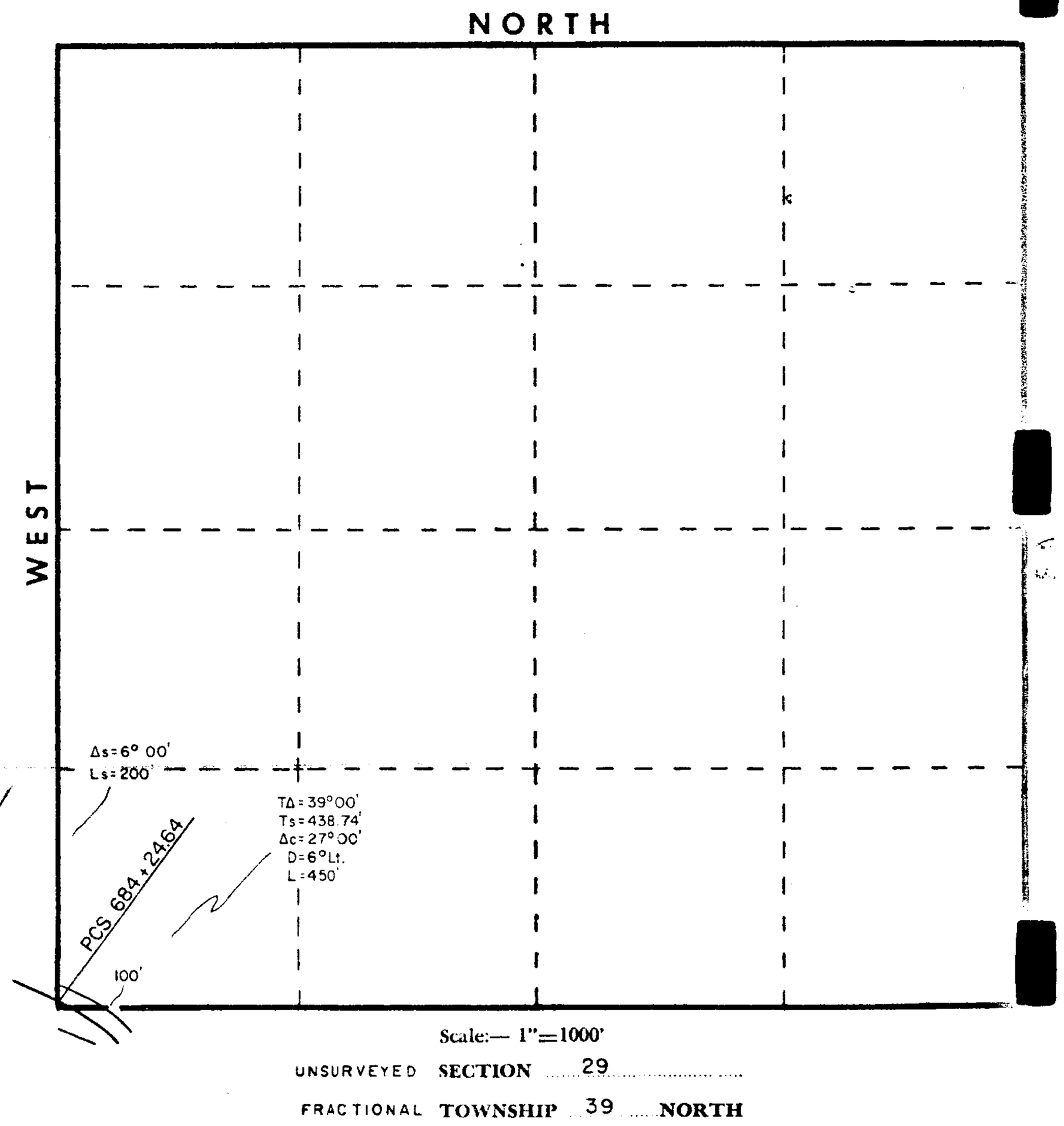


Scale:— 1"=1000'

UNSURVEYED FRACTIONAL SECTION 30

TOWNSHIP 39 NORTH

RANGE 115 WEST



Scale:— 1"=1000'

UNSURVEYED FRACTIONAL SECTION 29

TOWNSHIP 39 NORTH

RANGE 115 WEST

SHEET 5 OF 5 SHEETS

COLLATERAL ASSIGNMENT OF CONTRACT RIGHTS

Assignment Agreement made this 3 day of September, 1981, between LANE MILTON BYBEE of Jackson, Wyoming, hereinafter referred to as "Assignor", and RICHARD G. SUGDEN, of Wilson, Teton County, Wyoming, hereinafter sometimes referred to as "Assignee".

Section 1. ASSIGNMENT.

(a) For value received and the consideration hereinafter set forth, Assignor grants, transfers, and assigns to Assignee, Assignor's entire interest, as Seller in a certain Installment Land Contract Agreement, dated the 18th day of March, 1981, a copy of which is attached hereto and by this reference made a part hereof, selling the premises described therein, which description is by reference made a part hereof.

(b) Assignor further grants, tranfers, and assigns to Assignee, all payments and deposits made pursuant to such Agreement, and all income and profits arising out of it, or the property.

Section 2. DEBTS SECURED.

This Assignment is made to secure the following:

(a) Payment of the principal sum and interest evidences by a Promissory Note, and any amendments, extensions, or renewals thereof, in the original principal sum of $ 4,000.00/100 made by Assignor in favor of Assignee and dated the ____ day of April, 1981, herein referred to as "the Note", which Note may also be secured by other collateral.

(b) Payment of all other sums, with interest, which may become due and payable to Assignee under this Assignment or under the Note and other security instruments, if any.

(c) Assignor's performance and discharge of every obligation and agreement of Assignor under this Agreement or under the Note and other security instruments.

186782

162

Section 3. ASSIGNOR'S COVENANTS.

Assignor agrees:

(a) To observe and perform all obligations imposed on Seller under the agreement hereby assigned and to indemnify Assignee from the consequences of any failure to do so.

(b) To preserve the subject agreement free and clear of all liens and encumbrances, except as otherwise agreed by the parties hereto.

(c) Not to execute any other assignment of interest in the agreement or assignment of rights accruing under the Agreement.

(d) Not to alter or modify the terms of the Agreement without the prior written consent of the Assignee.

(e) Not to terminate, cancel, or cause the termination, cancellation, or changing of the obligation of the Agreement.

Section 4. TERMS AND CONDITIONS.

(a) Until such time as Assignor may default in payment of the principal, interest, or other indebtedness, secured by the Note and other security instruments, or in the performance of any other obligation hereunder or under said Agreement, Assignor shall have the full and complete right to collect all income or profits arising from the agreement.

(b) In the event of Assignor's failure to perform as required under the Agreement, thereby placing such Agreement in jeopardy of termination by the Buyer thereunder, or otherwise give Buyer thereunder a cause of action against the Seller, Assignee may, without notice or demand, cure the same, if it reasonably appears necessary to do so. Assignor covenants and agrees that all sums of money so expended together with all costs and attorney's fees incurred in curing shall be added to the sums remaining due under the said Note and agrees to pay the same with interest thereon,

at the current rate (or at the rate of said Note - whichever is higher), from the date of payment.

(c) In the event of any default by Assignor in the performance of any of the covenants, agreements or obligations of this Agreement, the Note or any security instrument securing the same, or of the Agreement (notwithstanding Assignee's acts to cure same), Assignee may, at its option, accelerate any and all amounts due pursuant to said Note and this agreement causing the same to be immediately due and payable. In addition, Assignee may, without notice transfer and assign the Agreement and Assignor's rights therein and terminate Assignor's rights entirely, or it may, at its option, sell Assignor's rights in said Agreement at public or private sale , with or without notice and apply the proceeds first, to the expenses of sale, second to the payment to the seller under said Agreement and, finally, to the satisfaction of the principal, interest, and other indebtedness secured by the Note and other security instruments, together with the costs and attorney's fees. Assignor agrees, upon demand to pay any deficiency. The exercise or non-exercise by Assignee of the options granted in this paragraph shall not be considered a waiver of any default by Assignor under the Note and security instruments or under the Agreement or this Assignment.

(d) Upon demand Assignor shall immediately cause Assignee to be added to the loss payable endorsement of any and all insurance policies carried by Assignor, and all insurance proceeds to which Assignor may be entitled for purposes of restoration of the property shall be deposited in a joint account to be drawn upon only with the concurrence of both Assignor and Assignee.

(e) If Assignor be in default with respect to any obligation referred to herein and if Assignor fails to exercise any extension or other option provided in such

Agreement, Assignee may exercise such option on behalf of Assignor, or in its own name.

(f) Upon payment in full of the principal, interest and all other indebtedness secured by this agreement, or other instruments referred to herein, this Assignment shall terminate.

(g) Nothing contained in this Assignment, nor any act done or omitted by Assignee pursuant to the terms of this Assignment, shall be deemed a waiver by Assignee of any of the rights or remedies under the Note and other security instruments securing the same, and this Assignment shall be deemed executed without prejudice to any rights or remedies possessed by Assignee under the terms of any other instruments referred to herein.

Section 5. REPRESENTATION.

Assignor represents that the principal balance due on said Agreement is $ _____.

Section 6. COLLECTION EXPENSES.

Assignor will pay all collection or other charges, including reasonable attorney's fees incurred by Assignee in enforcing any agreement of Assignor hereunder.

Section 7. EFFECT OF ASSIGNMENT.

This Assignment, together with the agreements and covenants contained herein, shall inure to the benefit of Assignee and any subsequent holder of the Note and shall be binding upon Assignor and any subsequent owner or occupant of the premises acquiring said ownership or occupancy through Assignor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement at Jackson, Wyoming, the day and year first above written.

ASSIGNOR:

LANE MILTON BYBEE

ASSIGNEE:

RICHARD G. SUGDEN

By: _____
Its

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Lane Milton Bybee this 3rd day of SEPTEMBER, 1981.

WITNESS my hand and official seal.

MIA E. JENSEN NOTARY PUBLIC MY COMMISSION EXPIRES JULY 13, 1985 TETON COUNTY, WYOMING (Seal)

Mia E Jensen
Notary Public

My commission expires: 7/13/85

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Richard G. Sugden this 3RD day of SEPTEMBER, 1981.

WITNESS my hand and official seal.

MIA E. JENSEN NOTARY PUBLIC MY COMMISSION EXPIRES JULY 13 1985 TETON COUNTY, WYOMING

Seal

Mia E Jensen
Notary Public

My commission expires: 7/13/85

INSTALLMENT LAND CONTRACT

THIS AGREEMENT made and entered into this 18 day of March, 1981, by and between LANE MILTON BYBEE and NANCE JANE BYBEE, hereinafter referred to as "SELLERS", and GRANT R. CALDWELL, JAMES E. SCHULTZ and NINA CUTRUBUS, hereinafter referred to as "BUYERS".

1. SALE. If the Buyers shall make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the Sellers hereby covenant and agree to convey and insure to Buyers, who hereby agree to purchase, in fee simple, clear of any encumbrances except for those hereinafter provided, if any, by good and sufficient Warranty Deed, the real property situated in the County of Sublette, State of Wyoming, known as and more particularly described as follows:

> A parcel of land located in Section 4, T38N, R114W, 6th P.M., Sublette County, Wyoming, more particularly described as follows:
>
> Beginning at corner No. 1, a sandstone 26x10x8 inches, marked IG/553, with cross (x) on top for exact corner point, with mound of stone, from which U.S. Location Monument No. 44 bears N26°8'W, 439.63 feet distant; thence, first course, West 595.89 feet to corner No. 2, a sandstone 24x12x10 inches marked 2G/553, with cross (x) on top for exact corner point; thence second course, S33°26'E, 1,581.73 feet to corner No. 3, a limestone 24x12x8 inches marked 3G/553, with cross (x) on top for exact corner point; thence, third course, N56°40'E, 506 feet to corner No. 4, a sandstone 24x12x6 inches marked 4G/553, with cross (x) on top for exact corner point; thence, fourth course, N33°50'W, 1,254.27 feet to corner No. 1, the place of beginning (excluding right of way property owned by the State of Wyoming) being all of the property owned by Grantors in Sublette County, Wyoming.

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements and rightsof-way of sight and/or record.

2. PURCHASE PRICE. The purchase price of the property is THREE HUNDRED SIXTY THOUSAND DOLLARS ($360,000.00) which the Buyers promise and agree to pay as follows:

> (a) The sum of TEN THOUSAND DOLLARS ($10,000.00) by Buyers placing it in an interest bearing escrow account at First Wyoming Bank, N.A. Jackson, Wyoming, the terms of said escrow account providing for delivery of the $10,000.00 thereon to the account of Sellers at closing.
>
> (b) An additional FORTY THOUSAND DOLLARS ($40,000.00) paid upon the date of closing as said date is hereinafter set forth.
>
> (c) The sum of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) together with interest thereon at the rate of thirteen and one-half percent (13-1/2%) per annum from the date of closing, said sum being due and payable within ninety (90) days of the date of closing as such date is hereinafter set forth.
>
> (d) The Buyers shall pay, in accordance with its terms as those terms may be modified as a result of the transaction

BENEFICIAL LIFE TOWER, SUITE 2020
36 SOUTH STATE STREET
SALT LAKE CITY, UTAH 84111
TELEPHONE 533-0400
AREA CODE 801

contemplated herein, the first mortgage in favor of First Wyoming Bank, N.A. Jackson Hole, with a principal balance as of the date of closing not to exceed $87,182.86.

(e) The balance of the purchase price together with interest thereon at the rate of twelve percent (12%) per annum (interest commencing on the 1st day of June, 1981), being due and payable in equal monthly installments based on a ten (10) year amortization commencing the 1st day of July, 1981, with like installments being due and payable on the 1st day of each month thereafter through the 1st day of June, 1987, and a final installment representing the entire remaining principal balance due together with all interest and costs, being due and payable in full on or before the 1st day of July, 1987.

3. PREPAYMENT. The Buyers shall have at any time, the privilege of paying any sum or sums in addition to the payments herein required upon the consideration without penalty, and it is understood and agreed that any such prepayment shall be credited first to interest and then to principal in the inverse order of when due.

4. TITLE. Upon payment in full by the Buyers of the purchase price and accrued interest as herein provided, Sellers agree to convey the property to Buyers by good and sufficient Warranty Deed, in statutory form. Sellers agree to provide an owner's title insurance policy to the property showing a good and merchantable title to the property to be vested in Sellers at closing. Prior to the execution hereof by Sellers, Sellers have ordered for delivery to Buyers' attorney, a title commitment and preliminary title report for the property.

5. CLOSING AND POSSESSION. The closing shall be held at the offices of First Wyoming bank, N.A. Jackson, Wyoming, on April 8, 1981, at a time to be mutually agreed to by the parties. Buyers shall be entitled to enter into possession of the property on the date of closing, and to continue in possession thereof unless and until default is made in the terms of this agreement. SELLER LANE BYBEE SHALL RETAIN POSSESSION OF AND CONTROL OF THE LICENSED PREMISES (BARROOM) UNTIL THE LIQUOR LICENSE IS TRANSFERRED PURSUANT TO PARAGRAPH 7 BELOW.

6. MINERAL RIGHTS. It is the Sellers' intention and Sellers agree and warrant that they shall convey all oil, gas, mineral and water rights that they own in conjunction with the property subject to this agreement. Sellers, however, do not warrant title to any oil, gas or mineral rights and the conveyance of such rights as set forth in the Warranty Deed to the property to be delivered by Sellers is subject to all prior reservations of such rights and Sellers make no warranty with regard to restrictions on mining, drilling or other development activities which may be prohibited by federal, state or local rule, ordinance, law or regulation.

7. LIQUOR LICENSE. Sellers represent that there is presently existing a retail liquor license for the premises subject to this agreement, said liquor license having been issued by the Board of County Commissioners, Sublette County, Wyoming. The said liquor license is transferable to the Buyers upon application therefor in accordance with the laws of the State of Wyoming to the Board of County Commissioners of Sublette County, Wyoming, and said transfer is discretionary with said Board. Buyers agree that immediately upon the execution hereof they will take all reasonable and necessary steps to effect the approval of the transfer of the liquor license to Buyers, and Sellers agree to take any and all reasonable steps necessary to assist the Buyers in the transfer of the license. It is agreed that until such time, as the license has been approved for transfer to Buyers by the Board of County Commissioners, or for a period of 120 days from the date of closing, whichever shall first occur, ~~Lane Bybee~~ THE BUYERS shall lease back to LANE BYBEE

170

MB
L.B

1-2c

Licensed Premises (bar room) for $1.00 per week

the ~~lodge from Buyer at commercially reasonable rates and terms, acceptable to Buyers. The lease agreement shall be in writing and executed by the Buyers and Lane Bybee at closing~~. In the event the Board of County Commissioners of Sublette County shall fail or refuse to transfer the liquor license, then the purchase price of the property as hereinabove set forth shall be reduced by THIRTY-FIVE THOUSAND DOLLARS ($35,000.00), said reduction to be from the amount set forth in paragraph 2(e) and the installment payments shall be changed to reflect the decrease in the remaining balance due. All of Buyers' remaining obligations and duties hereunder shall remain in full force and effect. In the event of approval of transfer, Buyers shall provide to Sellers, a security interest in the license, securing Buyers obligations contained in this agreement.

8. ALLOCATION OF PURCHASE PRICE. The total purchase price is $360,000.00. The allocation between land and buildings and license is as follows: Land - $205,000.00; Buildings - $120,000.00; Liquor License - $35,000.00.

9. SURVEY. The purchase price is based upon 14.8 acres. Buyers acknowledge that Sellers have no current survey of the subject property and Buyers will, at their own cost and expense, cause a survey thereof by a registered land surveyor, to be completed prior to the delivery of the Warranty Deed by Sellers and mortgage by Buyers, or any partial releases of the property as hereinafter provided. If it shall appear that the property is less than 14.8 acres, the difference shall be adjusted against the total purchase price at closing.

10. PERSONAL PROPERTY. All fixtures and articles of personal property attached or used in connection with the premises are represented to be owned by the Sellers, free from all liens and encumbrances except as stated in this agreement, and are included in this sale; without limiting the generality of the above, such fixtures and articles of personal property include plumbing, heating, lighting and cooking fixtures, air conditioning fixtures and ranges, refrigerators, radio and television aerials, bathroom and kitchen cabinets, mantels, door mirrors, blinds, drapes, shades and shrubbery.

11. TAXES AND ASSESSMENTS AND PROPERTIES. The Buyers shall pay, before they become delinquent, all taxes and assessments on the property levied subsequent to the execution hereof; provided, however, that the parties shall prorate the taxes and assessments for the year 1981 to the date hereof, and shall prorate the premiums on any and all insurance policies transferred to Buyers.

12. INSURANCE. Buyers shall obtain and maintain in full force and effect during the term of this agreement, fire and extended benefits insurance on the property and all improvements thereon, in an amount equal to their full insurable value and payable to Buyers and Sellers as their interest may appear. Any payments received by Sellers from insurance carriers pursuant to this paragraph shall be credited towards the total purchase price due and payable as of the date of receipt, or utilized in reconstruction of the premises.

13. DESTRUCTION. Destruction of or damage to the property whether from fire or any other cause shall not release the Buyers from any of their obligations under this agreement, it being expressly understood that the Sellers bear all risk of loss to or damage of the property to date of closing and the Buyers bear all risk of loss to or damage of the property from and after the date of closing.

14. FUTURE ENCUMBRANCES. The Sellers, after the date of this

agreement, shall not in any manner further encumber the property without the written consent of Buyers.

15. IMPROVEMENTS AND REPAIRS. The Buyers hereby covenant and agree that each and every contract for repairs and improvements on the premises, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim, or right of lien against the property herein agreed to be conveyed, and no contract or agreement, oral or written, shall or will be executed by the Buyers for repairs or improvements upon the property aforesaid, except the same contain such express waiver or release of lien upon the part of the party contracting, and the Buyers further agree that they shall indemnify and hold the Sellers and the property free and harmless from liability from any and all mechanics or materialmens liens.

16. REPRESENTATIONS AND COVENANTS OF SELLERS. The Sellers hereby represent and covenant as follows:

(a) A copy of all tenant lease agreements has been provided to the Buyers for examination prior to Buyers' execution hereof. At the time of closing, said lease agreements and the lease payments from these leases or other amounts payable thereunder will not have been assigned, pledged or encumbered. Any brokerage or leasing commission or other compensation that is or will be payable to any part with respect to said lease agreements or any extensions or renewals thereof shall be the sole responsibility of the Sellers.

(b) There are no service or other contracts in force with respect to the property under which the Sellers are bound, and there will be none at clsoing.

(c) There are no pending condemnations or similar proceedings affecting the property and Sellers have not received any notice, and have no knowledge that any such proceedings are contemplated.

(d) No tenant or any other party has any right or option to acquire the property or any portion thereof.

(e) At closing or after closing there will be no mechanics', materialmens' or other liens against the property.

(f) There is no action, suit or proceedings pending or to the knowledge of Sellers threatened against or affecting Sellers' interest in the property.

(g) Sellers have full power, in accordance with the laws of the State of Wyoming, to enter into this agreement and to consumate the sale provided herein.

(h) To the best of Sellers' knowledge and belief, all construction and improvements work required to be performed by Sellers under the lease agreements currently in effect have been completed and fully paid.

(i) Sellers agree to advise Buyers of all claims and notices received by Sellers relating to the subject property from this date until closing.

(j) Sellers agree to keep all insurance in force until closing.

121

(k) Between the date of execution of this agreement and the date of closing, Sellers shall, at Selelrs' expense, (i) operate and maintain the property in a reasonable, diligent and prudent manner; (ii) keep the property in its present physical condition and to discharge Sellers' responsibilities under any lease agreements; (iii) comply with all applicable contractual arrangements referred to in this agreement; and (iv) shall have the right to enter into any new or additional lease, sublease, tenancy or rental agreement; provided, however, Sellers' right to enter into any additional leases, subleases, tenancies or rental agreements shall require Buyers' approval thereof in writing, which approval shall not be unreasonably withheld and shall be promptly given.

(l) This contract is subject to Buyers being able to assume the loan described in subparagraph 2(d) aobve at commercially reasonable rates and terms. Buyer shall make due and diligent application for such assumption. If, however, such loan assumption as specified above is not secured within 20 days, then, at the option of Buyers, this contract shall be deemed null and void and of no effect whatsoever and all monies paid hereunder shall be returned to Buyers forthwith and neither party shall be liable to the other for damages.

17. COVENANTS OF BUYERS. The Buyers hereby covenant and agree as follows:

(a) That they shall not commit or permit to be committed any waste of the property.

(b) That they shall indemnify and hold the Sellers free and harmless from any and all demands, loss or liability resulting from the injury to or death of any person or persons because of the negligence of the Buyers or the condition of the property at any time or times hereafter.

(c) To make all payments called for herein.

(d) That they shall take all reasonable and necessary steps to comply with all the requirements of the liquor laws of the State of Wyoming and Sublette County, Wyoming, and maintain in full force and effect the retail liquor license on the subject property in the event that license is transferred to Buyers as hereinabove provided.

18. DEFAULT. Until such time as Buyers have paid $75,000.00, as principal of the purchase price, if the Buyers default as to any of the provisions contained in this agreement, or are adjudicated bankrupt or make an assignment for the benefit of creditors, Sellers shall thereafter notify Buyers in writing of the nature and extent of the default, and if such default is not corrected within twenty (20) days after the giving of such notice, this contract shall, at the election of the Sellers, be forfeited and determined, and the Buyers shall forfeit all payments made by them on this contract and such payments shall be retained by the Sellers in full satisfaction and as liquidated damages by them sustained and rent, and in such event the Sellers shall have the right to re-enter and take possession of the premises aforesaid.

The remedy of forfeiture herein given to the Sellers shall not be exclusive of any other remedy, but the Sellers shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this agreement and by law or equity, including acceleration of the balance due, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise,

with the exercise of the right of forfeiture, or any other right herein given.

At such time as Buyers have paid $75,000.00 principal of the purchase price, Sellers' sole remedy shall be as follows: The Seller shall have the right, and upon written notice to the Buyer, to declare the entire unpaid balance hereunder at once due and payable, and may elect to treat this contract as a note and mortgage, and pass title to the Buyer subject thereto, and proceed immediately to foreclose the same in accordance with the laws of the State of Utah, and have the property sold and the proceeds applied to the payment of the balance owing, including costs and attorney's fees; and the Seller may have a judgment for any deficiency which may remain. In the case of foreclosure, the Seller hereunder, upon the filing of a complaint, shall be immediately entitled to the appointment of a receiver to take possession of said mortgaged property and collect the rents, issues and profits therefrom and apply the same to the payment of the obligation hereunder, or hold the same pursuant to order of the court; and the Seller, upon entry of judgment of foreclosure, shall be entitled to the possession of the said premises during the period of redemption.

The failure of either party to comply with the terms of this agreement will obligate that party to pay all expenses, including a reasonable attorney's fee incurred by the other party because of the failure.

19. ESCROW. The parties hereby appoint the First Wyoming Bank, N.A. Jackson Hole, Wyoming, as escrow agent and shall deliver to the escrow agent an executed counterpart of this agreement. All payments provided for under paragraphs 2(a), (b), (c), (d) and (e) above shall be made to the said escrow agent for the account of Sellers.

Sellers shall deliver to the escrow agent the Warranty Deed to the property which the escrow agent shall deliver to the Buyers upon payment in full of the purchase price and accrued interest as herein provided, or payment of $126,000.00 towards principal balance due, including the down payment and principal installment payments, delivery of a second mortgage and promissory note securing the balance to Sellers and assumption of the first mortgage on the property by Buyers, or shall redeliver to the Sellers upon termination of this agreement as provided. The Buyers shall deliver to the escrow agent a Quitclaim Deed for the property which the escrow agent shall deliver to the Sellers upon the termination of this agreement for default or shall redeliver to the Buyers upon payment in full of the purchase price. The Buyers shall pay the escrow agent's acceptance fee and any and all installment fees of the escrow agent. The parties agree that they shall hold harmless the escrow agent against all costs, damages, attorney's fees, expenses and laibilities which in good faith and without fault on its part it may incur or sustain in connection with this agreement, and in connection with any Court action arising out of this agreement.

20. SUBSTITUTION OF MORTGAGE. At such time as Buyers have paid as principal against the total purchase price of $360,000.00, the sum of $126,000.00, including credit for all principal payments made pursuant to paragraphs 2(a), (b), (c), (d) and (e) above, and upon assumption or payment of the first mortgage on the property described in paragraph 2(d) above, and provided the Buyers are not otherwise in default under the terms of this agreement, Buyers shall have the right to convert the obligation to pay the sums set forth embodied herein into a promissory note secured by a second mortgage, and the deed conveying title to Buyers, as set forth above, shall be delivered to Buyers.

Said mortgage shall be in the standard form used in the State of

Wyoming, a copy of which is attached hereto as Exhibit "A", and in addition shall provide for acceleration of the sums due thereunder in the event of alienation of the Buyers' interest in the above-described property, with the exception of a conveyance or an assignment to a corporation wholly owned by the individually named Buyers as hereinafter provided, or contract sale or lease. In addition, the Buyers shall provide to Sellers an executed security agreement and financing statement in standard form, a copy of which is attached hereto as Exhibit "B", securing Sellers' interest in the personal property set forth in paragraph 10 above, specifically including the liquor license on the premises in the event that license shall be transferred in accordance with paragraph 7 above.

21. PARTIAL RELEASES. The Buyers shall be entitled to a partial conveyance if the property shall still be subject to this contract, or a partial release of mortgage in the event this contract shall have been converted to a mortgage as hereinabove provided, as follows:

(a) Upon the payment of $75,000.00 of the purchase price, three (3) acres of unimproved property to the north of Granite Creek, the exact location to be agreed to between Buyers and Sellers at or before the closing, shall be automatically conveyed to Buyers. A deed for said three acres shall be given to the escrow agent for delivery to Buyers upon the payment of said $75,000.00 principal (being the $50,000.00 down payment and the $25,000.00 payment set forth in subparagraph 2(a), (b) and (c) above), this obligation being subject to the subdivision requirements, resolutions or regulations of Sublette County and the State of Wyoming.

b. In addition, Buyers shall be entitled to a partial conveyance as provided above, of improved property, upon the prepayment of $25,500.00 for each acre released. Improved property shall be any property located to the south of Granite Creek, and the east of the highway including all property with buildings or other improvements located thereon.

(c) Buyers shall also be entitled to a partial conveyance, as provided above, of the remaining unimproved property upon the payment of an additional $10,500.00 for each acre released.

(d) All of said prepayment, provided above, to be credited towards principal payments in the inverse order of when due and towards the sum necessary for Buyers to convert this contract to a mortgage as hereinabove provided. Payments toward the mortgage described in paragraph 2(d) above shall not be counted as, nor applied towards prepayments for the purpose of obtaining partial releases pursuant to this Section 21. All costs of such partial conveyances or releases shall be borne by Buyers.

22. NON-ASSIGNMENT. The Buyers shall not transfer or assign this agreement or any of their interest therein or the property covered thereby without the previous written consent of the Sellers, which consent shall not be unreasonably withheld. Any such assignment or transfer without such previous written consent shall not vest in the transferee or assignee any right or title or interest herein or hereunder or in said premises, but shall render this contract null and void, at the election of Sellers; provided, however, that Buyers may assign their interest herein or to the property to a corporation, partnership or other entity in which Buyers are owners or have an interest, provided, that Buyers shall remain and continue to be personally and individually responsible for all obligations set forth hereunder.

23. MODIFICATION. This agreement may not be changed orally, but

only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

24. WAIVER. A waiver by the Sellers of any breach of any of the provisions of this agreement required to be performed by the Buyers shall not bar the right of the Sellers to enforce the terms of this agreement as to any subesequent breach by the Buyers.

25. TIME OF THE ESSENCE. Time is of the essence in this agreement.

26. NOTICE. All notices shall be sent by certified mail, shall be deemed given when mailed, and shall be addressed as follows or at such other place as may be desiganted by either party from time to time in writing in the same manner as provided herein:

SELLERS:	NANCE BYBEE P. O. Box 2669 Jackson, WY 83001	LANE BYBEE Star Route 60C Battle Mountain Louge Jackson, WY 83001
BUYERS:	NINA CUTRUBUS 1159 2nd Ave. Salt Lake City, UT 84103	GRANT CALDWELL Suite 460 Kennecott Building Salt Lake City, UT 84133

27. HEADINGS. The headings used in this contract are for convenience only and are not to be used in its construction.

28. CONSTRUCTION. Whenever used, the singular shall include the plural, the plural shall include the singular and the use of any gender shall include all genders.

29. NON-MERGER. All of the representations, covenants and warranties contained herein are intended by the parties to be continuing representations, covenants and warranties, and shall survive the closing and shall not be merged in the closing documents, and shall continue in full force and effect until fulfillment of the obligations or termination of the contract as hereinabove provided.

30. BINDING EFFECT. It is mutually agreed that all of the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties; and that there are no representations respecting said real property or the sale thereof except as in this agreement contained.

31. ACCEPTANCE AND COUNTERPARTS. This agreement is executed in four counterparts by Sellers on this 6th day of March, 1981, to be effective as of the day and year first above written, and shall become a binding contract upon execution by Sellers within ten (10) days of the date of execution by Sellers and delivery of two executed counterparts by Sellers to Buyers.

BUYERS:	SELLERS:
Grant R Caldwell	Lane Milton Bybee
GRANT R. CALDWELL	LANE MILTON BYBEE
Nina Cutrubus	Nance Jane Bybee
NINA CUTRUBUS	NANCE JANE BYBEE
James E Schultz	
JAMES E. SCHULTZ	

effective 26 October 19..
eets and/or roadways as
plished by compliance with
.

OMMISSIONERS
.

.

.

SUBDIVISION was approved at
day of August 1981, in
Wyoming Statutes, 1977.

ON
yor

TOWN OF MARELETON
INCORPORATED
Seal
1914
WYOMING

ZONED —

OWNER — Allen E. and Deanne Bradley
Big Piney, Wyoming 83113

SURVEYOR — Paul N. Scherbel
Big Piney, Jackson and Afton, Wyoming

DATED — July 1981

RECORDED Sept. 28 1981 9:30 A M
IN BOOK 39 Misc PAGE 176
FEES $ 5.00 Linda Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

SLEEPY HOLLOW INDUSTRIAL PARK SUBDIVISION

BEING PART OF

NE1/4SW1/4 — SECTION 20

T30N R111W

SUBLETTE COUNTY, WYOMING

[redacted] [redacted] [redacted]

INSTALLMENT SALES AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO this 27th day of September, 1981, by and between CHARLES MYRON NEELY and LUCINDA ALMIRA NEELY, husband and wife, hereinafter referred to as Sellers, and DANIEL SHEDDEN and VIVIAN SHEDDEN, hereinafter referred to as Purchasers.

WITNESSETH, that for value received and in consideration of the mutual promises, covenants and agreements hereinafter contained, if the Purchasers shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the Sellers hereby covenant and agree to convey and assure to the Purchasers, in fee simple, by good and sufficient Warranty Deed, the real property described in paragraph 1 and further, covenant and agree to convey to the Purchasers an easement, which shall grant unto Purchasers access to the property described in paragraph 1.

IT IS FURTHER EXPRESSLY UNDERSTOOD AND AGREED between the parties hereto that the conveyance by Sellers shall be subject to the following:

1. PROPERTY DESCRIPTION. That the real estate which is the subject of this agreement is situated in Sublette County, State of Wyoming, described as follows, to-wit:

That tract of land located in the Southwest ¼ of Section 4, T35N, R113W of the 6th P.M., BEGINNING at the South ¼ corner of Section 4, T35N, R113W of the 6th P.M.; thence proceeding N.58°10'W., 2595 feet to a point; thence S.87°23'W., 60 feet to a point; thence N.00°05'E., 208 feet to a point; thence N.88°14'E., 268 feet to a point; S.01°38'E., 208 feet to a point; thence S.87°23'W., 211 feet, more or less, to a point of beginning of the tract; TOGETHER WITH all water, water rights, ditch and ditch rights, reservoir and reservoir rights, improvements and appurtenances thereunto appertaining; SUBJECT TO easements and right of way of record or in use;
SUBJECT TO reservations and restrictions of record and as contained in United States Patents;
SUBJECT TO prior mineral reservations of record;
EXCEPTING, HOWEVER, AND RESERVING unto the Grantors, and to the survivor of them, one-half of the minerals, including oil and gas, owned by them on the date hereof.

It is further agreed that the property description shall include an easement on the existing road to the aforesaid real estate

186789

RECORDED September 28 19 81 10:30 AM
IN BOOK 39 Misc PAGE 177
FEES $28.00 Lou J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
177

which crosses the NW¼ of the SW¼ of the SW¼ of Section 4 and the SW¼ of the NW¼ of the SW¼ of Section 4, T35N, R113W of the 6th P.M., Sublette County, Wyoming.

That in the event it is determined that the aforesaid description of the aforesaid easement is insufficient to locate said easement, then in that event the easement so conveyed, which gives access to the aforesaid real estate, shall be described as follows:

> A sixty (60) foot wide right-of-way by easement beginning at the point where Sublette County road No. 23-115 turns to the west at N.00°-03'W., 842.2 feet from the southwest corner of Section 4, T35N, R113W of the 6th P.M., the center line of said right-of-way to run parallel to and thirty (30) feet to the east of the west boundary line of Section 4 to a point 100 feet north of the southwest corner of the northwest quarter of the southwest quarter of Section 4; thence proceeding S.89°-21'E., that number of feet necessary to reach the west boundary of a tract of land described as follows, to-wit:
>
> That tract of land located in the SW¼ of Section 4, T35N, R113W of the 6th P.M., beginning at the south quarter corner of Section 4, T35N, R113W of the 6th P.M.; thence proceeding N.58°-10'W., 2595 feet to a point; thence S.87°-23'W., 60 feet to a point; thence N.00°-05'E., 208 feet to a point; thence N.88°-14'E., 268 feet to a point; S.01°-38'E., 208 feet to a point; thence S.87°-23'W., 211 feet, more or less, to a point of beginning of the tract.

The aforesaid real estate and easement shall hereinafter be referred to as the "subject property".

2. AGREEMENT TO PURCHASE. Sellers agree to sell and Purchasers agree to purchase, according to the terms herein set forth, all of the Sellers' right, title and interest in the hereinbefore described property.

3. PURCHASE PRICE. The purchase price shall be a sum of Fifty-nine Thousand Dollars ($59,000.00), to be paid by Purchasers to Sellers as follows:

(a) It is hereby acknowledged that the sum of $500.00 has already been paid by the Purchasers to the Sellers.

(b) The sum of $10,000.00 to be paid at the time of signing of this agreement.

(c) The balance of $48,500.00 to be paid in 180 equal monthly payments of $521.18, which includes interest at the rate of 10% per annum; the first of such payments to be due and payable on the 25th day of November, 1981, and monthly thereafter until the balance of principal and interest has been paid in full.

4. PREPAYMENT. Purchasers shall have the right to prepay without penalty any part of the purchase price and accrued interest without the written consent of Sellers. Any advanced payments shall not defer from the monthly payments, but shall be subtracted from the remaining principal balance.

5. INSURANCE. Purchasers shall keep all improvements, all buildings and their contents at any time on said premises insured at their expense against loss by fire, lightning and other casualties and hazards to an amount at least equal to the sum remaining unpaid herein, said insurance to name the Sellers as an additional named insured or as a loss payee. Furthermore, Purchasers shall direct the insurer to send to the Sellers a copy of the policy reflecting the name of the Sellers as an additional named insured or as a loss payee.

6. TAXES. Property taxes and assessments levied against the herein described property for the calendar year 1981 shall be prorated as of the date of execution of this agreement with the Sellers responsible for all taxes in accordance with said proration and as levied against the property prior to the date of execution of this agreement and the Purchasers responsible for all taxes subsequent to the date of execution of this agreement.

7. SUBROGATION. Sellers shall have the right to pay any insurance premiums or taxes as herein required, and delinquent mortgages or other encumbrances of the Purchasers in order to protect their interests as Sellers, and, unless Sellers elect

to terminate this agreement, any amount so expended shall be added to the purchase price, or at Sellers' option, to the next installment. Any such amounts are to bear interest at the rate of 18% per annum.

8. LIEN PROTECTION. The Purchasers shall not suffer nor permit any liens, other than liens created by accruing taxes and assessments created by any governmental agency, encumbrances and mortgages to accrue or attach to the property or in the event the same shall accrue or attach, Purchasers shall immediately pay and dissolve the same, and upon failure to do so, the Sellers may pay the same and all sums so expended by Sellers in the satisfaction, dissolution and discharge thereof shall accrue interest at the rate of 18% per annum from the date of payment and shall be immediately due and payable by the Purchasers to the Sellers, and further, the accrual or attachment of any liens, encumbrances or mortgages as aforesaid shall be sufficient cause for Sellers, at the option of Sellers, to terminate the within agreement and rights of the Purchasers hereunder, in accordance with the default provisions contained herein.

9. PROTECTION OF PROPERTY. At all times during and throughout this agreement and until this agreement is fully performed and the purchase price and interest, as herein provided, paid in full, purchasers shall maintain, protect and preserve all buildings and improvements situated on the subject real estate in substantially their present condition, with the exception Purchasers may make improvements to the subject premises upon written approval from the Sellers and providing that the same are made in accordance with appropriate construction standards as recognized in the community, reasonable wear and tear excepted, and Purchasers shall not waste nor permit waste to be committed to said buildings or improvements, and the Purchasers shall not remove or destroy nor damage any building presently on the property, or hereafter erected thereon

without written permission from the Sellers, until this agreement is fully performed, and further, Sellers upon reasonable notice being given to the Purchasers may come upon the property for the purpose of inspecting the same.

10. ASSIGNMENT. Purchasers shall not and will not transfer or assign this Installment Sales Agreement or any of Purchasers' interest therein without the previous written consent of the Sellers, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in said premises, but shall render this contract null and void, at the election of the Sellers.

11. TITLE INSURANCE. Upon execution of this agreement, Sellers agree to demonstrate merchantability of title of the real estate described herein by delivery to Purchasers of a commitment for title insurance subject only to the taxes for the current year, utility, road and other easements of record or in use, building covenants and restrictions, restrictions and reservations of record, and mineral reservations of record. Purchasers shall have thirty (30) days thereafter to raise in writing any objections to marketability of title. If said objections are not raised, they shall be deemed to be waived. If objections are raised by Purchasers, Sellers shall be given thirty (30) days to cure said objections or to refund all sums paid by Purchasers and to terminate this agreement. The refunding of all sums paid by Purchasers and the termination of this agreement is the sole remedy of Purchasers in case provided.

12. ESCROW. The Sellers agree to execute and deliver to an escrow agent a good and sufficient warranty deed to the real estate described herein and an easement once the survey as hereinbefore described has been made. Purchasers agree to execute and deliver to the escrow agent a Quitclaim Deed quitclaiming the herein described property and easement in paragraph

(8)

l to the Sellers to be used in the event of default on the part of the Purchasers. Escrow fees are to be jointly paid by the Sellers and Purchasers.

13. TIME IS OF THE ESSENCE--DEFAULT. Time is of the essence of this agreement and all payments of the purchase price and interest shall be made on time and in the amount as herein provided and further, Purchasers shall perform and discharge all other covenants, promises and conditions herein contained for and to be performed by Purchasers, and failure to pay the purchase price and interest as herein provided and to make timely performance of all the covenants, conditions and promises on the part of the Purchasers shall not terminate the within agreement but by reason of said default or defaults Sellers may terminate the within agreement and shall have the option to do so after first having given unto the Purchasers notice in writing of said default or defaults and thirty (30) days in which to cure and make good said default or defaults and restore the contract to good standing, said notice shall be given by depositing such notice in the United States mail, registered mail, postage prepaid, addressed to the Purchasers as follows, to-wit:

Daniel Shedden and Vivian Shedden
1009 Elm Way
Rock Springs, WY 82901

or such other address as either said Daniel Shedden or Vivian Shedden may hereafter designate, or by personal service of the notice upon either of said persons, and notice as herein provided to either of said persons shall constitute notice to both.

In the event Purchasers shall fail to remedy any defaults specified by written notice given as aforesaid within the said period of thirty (30) days, then, in that event, Sellers may at their option declare the within agreement terminated by reason of any or all of said defaults on the part of the Pur-

chasers and in said event the Purchasers shall immediately surrender possession of the "subject property" and upon failure to do so and resort to court action by the Sellers, all expenses incurred by the Sellers, including a reasonable attorneys fee, shall be borne or paid for by the Purchasers; furthermore, any and all buildings and improvements on or placed upon or bestowed upon the "subject property" shall remain thereon in the event of said default declared and shall become the absolute property of the Sellers together with all sums of money paid hereunder to them and the same shall be treated and regarded as liquidated damages for breach of the within agreement and as rent for the use and occupancy of the "subject property" and furthermore, in the event of said default and termination of the within agreement, all of the right, title, interest and equity of the Purchasers hereunder shall terminate absolutely, and Purchasers shall have no further claims or demands or interest in and to the "subject property"; further, in the event of termination of the rights of Purchasers by reason of said default or defaults, Sellers may file for record in the Office of the Sublette County Clerk the Purchasers' affidavit reciting the termination of the right, title, interest and equity of the Purchasers in and to the "subject property", in the event that the within agreement or any of the record hereof shall be of record in said office, and further, Purchasers shall execute and deliver unto the escrow agent a quitclaim deed and/or a release or such other document as Sellers may require at the time of execution of this agreement or as they may require in the future reflecting the termination of the within agreement, and failing therein, any expense incurred by the Sellers in clearing the Sellers' title of the within agreement shall be borne by the Purchasers. Furthermore, the escrow agent shall be instructed that in the event of default or defaults by the Purchasers which are not cured pursuant to the provisions

contained herein, the escrow agent shall tender to the Sellers all documents which they hold pursuant to this agreement and the Sellers may file the quitclaim deed or release with the Clerk of Sublette County, Ex-Officio Register of Deeds for Sublette County, to clear Sellers' title of the within agreement.

14. WAIVER OF BREACH. The waiver by either party hereto of any breach of any condition or provision of this agreement by the other party shall be limited to the particular instance, and shall not operate or be deemed to waive any future breach or breaches of said condition or provision. The failure of either party to insist in any one instance or more, upon the performance of any of the conditions or provisions of this agreement, or to exercise any right or privilege herein or therein conferred, shall not be construed as thereafter waiving any such conditions, provisions, right or privilege, but the same shall continue and remain in full force and effect.

15. CONDITION OF PROPERTY. The Purchasers hereby agree that they have had ample opportunity to inspect and examine the subject property and that they are purchasing the same "as is" and the Purchasers agree that the Sellers have not nor do the Sellers make any warranties as to the condition of the subject property.

16. POSSESSION. Possession shall be delivered to the Purchasers upon the execution of this agreement and payment of the amounts to be paid at the time of execution of the agreement, and Purchasers do hereby acknowledge receipt and delivery of possession of the property described herein.

17. SUCCESSORS. All the terms, provisions and covenants herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties hereto.

18. It is agreed by the parties, if Purchasers wish to have the land and easements described in this agreement surveyed, said survey shall be made at the expense of the Purchasers.

19. OPTION. For and in consideration of the sum of $10.00, receipt of which is hereby acknowledged, the Sellers grant unto the Purchasers an option to purchase the W½ of the NW¼ of the SW¼ of Section 4, T35N, R113W of the 6th P.M., excluding the following portions of land contained therein and for purposes of this agreement referred to as Tract One and Tract Two and described as follows, to-wit:

Tract One:
That tract of land located in the Southwest ¼ of Section 4, T35N, R113W of the 6th P.M., BEGINNING at the South ¼ corner of Section 4, T35N, R113W of the 6th P.M.; thence proceeding N.58°10'W., 2595 feet to a point; thence S.87°23'W., 60 feet to a point; thence N.00°05'E., 208 feet to a point; thence N.88°14'E., 268 feet to a point; S.01°38'E., 208 feet to a point; thence S.87°23'W., 211 feet, more or less, to a point of beginning of the tract; and

Tract Two:
That portion of land beginning at the south ¼ corner of Section 4, T35N, R113W of the 6th P.M.; thence proceeding N.58°10'W., 2595 feet to a point; thence N.00°05'E., 208.0 feet to a point; thence N.88°14'E., 75.0 feet to a point of beginning; thence N.01°46'W., 208.0 feet to a point; thence N.88°14'E., 208.0 feet to a point; thence S.01°46'E., 208.0 feet to a point; thence S.88°14'W., 208.0 feet, more or less, to the point of beginning of the tract and containing 1.0 acre, more or less.

Furthermore, in the event the Purchasers exercise said option, the Sellers reserve unto themselves, their heirs, administrators, executors, devisees, legatees and/or assigns, an easement on the existing roads granting them access to Tract Two as hereinbefore described through the SW¼ of the NW¼ of the SW¼ of Section 4, T35N, R113W of the 6th P.M., and an easement to the NE¼ of the SE¼ of Section 5 through the SW¼ of the NW¼ of the SW¼ of Section 4, T35N, R113W of the 6th P.M.. However, in the event it is determined that either or both of the aforesaid descriptions of the aforesaid easements are insufficient

185

to locate said easements or either of them, then in that event the easement or easements so reserved, which give access to Tract Two or to the NE¼ of the SE¼ of Section 5 as hereinbefore described, shall be described as follows:

A sixty (60) foot wide right-of-way by easement beginning at the point where Sublette County road No. 23-115 turns to the west at N.00°03'W., 842.2 feet from the southwest corner of Section 4, T35N, R113W of the 6th P.M., the center line of said right-of-way to run parallel to and thirty (30) feet to the east of the west boundary line of Section 4 to a point 100 feet north of the southwest corner of the northwest quarter of the southwest quarter of Section 4; thence proceeding S.89°21'E., that number of feet necessary to reach the west boundary of that tract of land hereinbefore described as Tract One; thence proceeding N.00°05'E., from a point of thirty (30) feet west of the west boundary line of that tract of land herein described as Tract One to a point of thirty (30) feet north of the north boundary of that tract of land herein described as Tract One; thence proceeding N.88°14'E., that number of feet necessary to reach the western boundary line of that tract of land herein described as Tract Two.

It is hereby agreed and understood that the option herein is subject to the terms and conditions hereinafter contained:

(a) That Purchasers are aware that the hereinbefore described property is subject to a lease held by John W. Neely for livestock and agricultural purposes, until and including May 31, 1995.

(b) That pursuant to said option Purchasers may purchase the hereinbefore described property on June 1, 1995, or on the twentieth (20th) day from the date notice is given to Purchasers by Sellers that the lease hereinbefore described in sub-paragraph (a) is no longer valid and in force with respect to the subject property, whichever date comes first; this option, if not exercised by Sellers, shall expire on June 1, 1995, or on the twentieth (20th) day after notice is given to the Purchasers that the lease as described in sub-paragraph (a) with respect to the subject property is no longer valid and in force, whichever date comes first.

(c) In the event the lease as identified in sub-paragraph (a) shall be terminated or become no longer valid and in force, the Sellers shall notify the Purchasers of said event in writing by hand delivering to them said notice or by mailing said notice by certified mail, postage prepaid, to the Purchasers at 1009 Elm Way, Rock Springs, Wyoming 82901, or any other address as the Purchasers may later specify, and in the event notice is given by mail, said notice shall be deemed to have been given and tendered on the day following the day shown on the post-mark of the envelope in which such notice is mailed, which may be evidenced by the date marked on the receipt for said certified mail held by the Sellers.

(d) The Purchasers, if they wish to exercise their option, shall do so by giving and tendering a written notice to the Sellers of their intent to exercise their option, with the sum of $5,000.00 down payment in certified funds (eg. Cashiers Check), said written notice and down payment to be given and tendered on or before the date of expiration of said option as hereinbefore identified, in the event said written notice and down payment is given and tendered by mail, said notice and down payment shall be mailed by certified mail, postage prepaid, to the Sellers at Pinedale, Wyoming 82941, and shall be deemed to have been given upon the day following the day shown on the postmark of the envelope in which such notice and down payment is mailed.

(e) In the event Purchasers breach or default in any of the covenants, conditions and promises contained in the installment sales agreement herein and fail to cure said default or defaults as provided in said agreement, this option shall in that event be deemed to be terminated, void, invalid and of no effect whatsoever.

(f) Purchasers shall not and will not transfer or assign this option agreement without the previous written consent of the Sellers, and any such assignment or transfer, without such previous written consent shall not vest in the transferee or assign any right, title or interest herein or hereunder or in said option, but shall render this option null and void, at the election of the Sellers.

(g) Purchasers have no right to exercise this option while they are in default on payment pursuant to the installment sales agreement contained herein or are in breach or in default of any of the provisions, covenants or conditions on their part as contained in this installment sales agreement and such breach or default has not been cured.

(h) The purchase price for the subject property pursuant to the exercising of Purchasers' option shall be the fair market value of the subject property as of twenty (20) days prior to the date of purchase as reflected in sub-paragraph (b), said amount to be agreed upon by the parties. However, in the event the parties cannot mutually agree upon the amount of the fair market value of the subject property, the parties shall mutually agree upon the name of a real estate appraiser who shall be employed by the parties to establish the fair market value of the subject property as of twenty (20) days prior to the date of purchase as reflected in sub-paragraph (b), and the parties hereby agree that said amount as established by said appraiser shall be the purchase price of the property.

(i) The balance of the purchase price shall be due and payable in full within thirty (30) days from the date of purchase as reflected in sub-paragraph (b). However

Sellers at their election may agree upon different terms and conditions for payment as may be mutually agreed upon between the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the dates indicated below.

SELLERS:

7 Sept 1981
Date

Charles Myron Neely
CHARLES MYRON NEELY

Sept 27-1981
Date

Lucinda A Neely
LUCINDA ALMIRA NEELY

PURCHASERS:

Sept. 27, 1981
Date

Daniel Shedden
DANIEL SHEDDEN

Sept 27 1981
Date

Vivian Shedden
VIVIAN SHEDDEN

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Charles Myron Neely and Lucinda Almira Neely this 27th day of September, 1981.

Witness my hand and official seal.

Trudy Remmick Notary Public
County of Sublette State of Wyoming
My Commission Expires: June 10, 1985

Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Daniel Shedden and Vivian Shedden this 27th day of September, 1981.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Trudy Remmick Notary Public
County of Sublette State of Wyoming
My Commission Expires: June 10, 1985

190

AGREEMENT FOR WARRANTY DEE -FORM NO. 14

THE MILLS COMPANY, SHERIDAN

THIS AGREEMENT, Made and entered into this 18 day of January 19 81, by and between Lee D. Erickson

of Pinedale, Sublette County, State of Wyoming, of the first part, and Mark D. Hasselbring

of Evanston, Uinta County, State of Wyoming, of the second part,

WITNESSETH, That the part y of the first part, for and in consideration of the sum of ($2,000.00) Two Thousand and No/100 - DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said part y of the second part, his heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on his part to be kept and performed; do es hereby for himself and his heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said part y of the second part by a good and sufficient Warranty Deed, subject, however, to all of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lot No. 5 Prospector Square as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette, County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patnets and to easements and rights of way of record or in use; to prior mineral reservations of record; and to Restrictions Governing Prospector Square filed in the office of the County Clerk. NO PROPOSED PUBLIC SEWAGE SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

SOLD FOR Nineteen Thousand and No/100 - - - - - - - - - - DOLLARS ($19,000.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the part y of the second part do es hereby, for himself and his heirs, executors, administrators and assigns, covenant, promise and agree to and with the said part y of the first part, his heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$2,000.00 down; balance of $17,000.00 payable in 180 monthly payments of $177.52 which include interest at the rate of 9½% annum, first said payment due 3/1/81. Succeeding payments due the 1st of each month thereafter until paid in full.

186833

RECORDED Sept 28 1981 3:00 P M
IN BOOK 39 Misc PAGE 190
FEES $6.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by D McGuire

Payable at the office of Seller with interest at the rate of 9½ per cent per annum from date. Interest ~~payable~~ included. If principal or interest is not paid when due, the same to draw 9½ per cent interest per annum from maturity until paid.

Right to accelerate payments in any multiple of even payments or the entire balance then due on any payment date after March 1, 1981, and thus reduce the interest, is hereby granted by party of the first part.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said part y of the second part, his heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on his part to be performed, then said part y of the first part, his heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said part y of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The part y of the second part agrees to keep the buildings on said premises insured in a sum not less than None Dollars, in favor of and payable to part y of the first part, as his interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of Lee D. Erickson — Lee D. Erickson

Mark D. Hasselbring — Mark D Hasselbring

State of Utah }
County of Salt Lake } ss.

The foregoing instrument was acknowledged before me by Lee D. Erickson,

this 20th day of January, 19 81.

Witness my hand and official seal.

Laurel Perez
Signature
Notary Public
Title of Officer

My Comm. [redacted] pires: 3-13-83

[redacted] [redacted] [redacted]

State of Wyoming)
) ss.
County Of Uinta)

The foregoing instrument was acknowledged before me by MARK D. HASSELBRING,
and ----------, this 24th day of February, 1981.

Witness my hand and official seal.

BELLE LEWIS Notary Public
County of Uinta — State of Wyoming
My Commission expires October 3 1981

Belle Lewis
Notary Public

My Commission Expires

ASSIGNMENT

---------- 19----

For VALUE RECEIVED, ----------hereby assign unto ----------
all----------right, title and interest in and to the within contract, and I authorize the part----------of the first part therein to execute a deed to said----------or to----------heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS----------

Party of the Second Part.

Consent is hereby given for the above assignment.

Party of the First Part.

DATE	TOTAL PAYMENT	INTEREST	PRINCIPAL	BALANCE	BY

192

136955

RECORDED Sept 27 19 81 10:30 AM
IN BOOK 39 Misc PAGE 192
FEES 8.00 Laura York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy Wilkins

AFFIDAVIT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

VERDELLA BURTON, of 909 Simpson Avenue, Salt Lake City, Utah, being first duly sworn on her oath, deposes and says:

That she is the surviving widow of DELOS BURTON, also known as RAYMOND DELOS BURTON, deceased, who died July 4, 1975, in Pinedale, Wyoming.

That at the time of the death of DELOS BURTON, a/k/a RAYMOND DELOS BURTON, DELOS BURTON and VERDELLA BURTON, husband and wife, owned certain real property by virtue of Warranty Deed, said lands being described more particularly as follows:

A. Lot Ten (10), Block Two (2), Sievers Subdivision as the same appears of record on the map or plat thereof filed in the Office of the County Clerk for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents;
SUBJECT TO easements and rights of way of record or in use; and
SUBJECT TO building restrictions of record.

and

B. That part of the $SW\frac{1}{4}SW\frac{1}{4}$ of Section 26, Township 34 North, Range 109 West of the 6th P. M., bounded and described by the following traverse, the initial point whereof bears North 53°15'East, 626.1 feet from a point which bears North 00°34'West, 842.04 feet from the Southwest corner of said Section 26; and from said initial point proceed North 53°15'East, 104.35 feet to a point; thence proceed South 36°45'East, 178.7 feet to a point; thence proceed South 53°15'West, 104.35 feet to a point; thence proceed North 36°45'West to the said initial point, and containing .428 acres, more or less; together with all buildings, fences and improvements situate thereon BUT SUBJECT, HOWEVER, to the provisions of the United States patents.

That the deceased DELOS BURTON, a/k/a RAYMOND DELOS BURTON, is one and the same person as the said DELOS BURTON, one of the grantees in the above mentioned Warranty Deed, recorded in the Office of the County Clerk, Sublette County, Wyoming, for A. on April 16, 1975, in Book 17 of Deeds, page 487; and for B. was recorded on January 9, 1974, in Book 16 of Deeds, page 631; that the affiant, VERDELLA BURTON, is one and the same person as the VERDELLA BURTON, the other grantee in the above mentioned Warranty Deeds.

That the above mentioned Warranty Deeds created a tenancy by the entireties under the laws of the State of Wyoming and at the death of DELOS BURTON, a/k/a RAYMOND DELOS BURTON, deceased, all equity, right, title, interest and estate in the above mentioned Warranty Deeds passed to and was vested in VERDELLA BURTON,

That attached hereto and by this reference made a part hereof as though herein set out in full, is a copy of the Certificate of Death of the said RAYMOND DELOS BURTON, deceased.

DATED this 28th day of Sept., 1981.

Verdella L. Burton
VERDELLA L. BURTON

Subscribed and sworn to before me by VERDELLA L. BURTON this 28th day of Sept., 1981.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My commission expires April 22, 1982

My commission expires: 4/22/82

Donna E. Sievers
Notary Public

IF THIS COPY IS NOT IN RED, THEN IT IS NOT AN OFFICIAL CERTIFIED COPY.

194

L. J. Cohen, M.D.

LAWRENCE J. COHEN, M. D.
STATE REGISTRAR

DATE ISSUED JUL 30 1980

BY
DEPUTY STATE REGISTRAR
VITAL RECORDS SERVICES

THIS IS TO CERTIFY THAT THIS REPRODUCTION IS A TRUE COPY OF A RECORD ON FILE IN VITAL RECORDS SERVICES, DIVISION OF HEALTH AND MEDICAL SERVICES, WYOMING DEPARTMENT OF SOCIAL SERVICES, CHEYENNE, WYOMING.

VITAL RECORDS SERVICES SEAL

TYPE OR PRINT IN PERMANENT INK IN NARRATIVE FOR DECEDENT

HOME

DECEASED

PARENTS

CAUSE

CERTIFIER

BURIAL

STATE OF WYOMING
DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

1975 1687

1. NAME: FIRST Raymond MIDDLE Delos LAST Burton
2. SEX: male
3. DATE OF DEATH (MONTH, DAY, YEAR): July 4, 1975
4. RACE (WHITE, BLACK, AMERICAN INDIAN, ETC. SPECIFY): White
5. AGE — LAST BIRTHDAY (YEARS): 70
6. IF UNDER 1 YEAR — MONTHS / DAYS / IF UNDER 1 DAY — HOURS / MINUTES:
7. DATE OF BIRTH (MONTH, DAY, YEAR): June 30, 1905
8. COUNTY OF DEATH: Sublette
9. CITY, TOWN, OR LOCATION OF DEATH: Rural-Pinedale
10. INSIDE CITY LIMITS (SPECIFY YES OR NO): NO
11. HOSPITAL OR OTHER INSTITUTION — NAME (IF NOT IN EITHER, GIVE STREET AND NUMBER): at home One mile east of Pinedale
12. STATE OF BIRTH (IF NOT IN U.S.A., NAME COUNTRY): Utah
13. CITIZEN OF WHAT COUNTRY: U.S.A.
14. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (SPECIFY): married
15. SURVIVING SPOUSE (IF WIFE, GIVE MAIDEN NAME): Verdella Lindquist
16. SOCIAL SECURITY NUMBER: 529-44-6442
17. USUAL OCCUPATION (GIVE KIND OF WORK DONE DURING MOST OF WORKING LIFE, EVEN IF RETIRED): self-Employed
18. KIND OF BUSINESS OR INDUSTRY: Cleaning Plant
19. RESIDENCE — STATE: Utah
20. COUNTY: Salt Lake
21. CITY, TOWN OR LOCATION: Salt Lake City
22. INSIDE CITY LIMITS (SPECIFY YES OR NO): yes
23. STREET AND NUMBER: 909 Simpson Ave.
24. FATHER — NAME: John H. Burton
25. MOTHER — MAIDEN NAME: Mary Ann Carter
26. INFORMANT — NAME: Verdella Burton
27. MAILING ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP): 909 Simpson Ave. Salt Lake City, Utah

PART I. DEATH WAS CAUSED BY (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b) AND (c).)

28. 4123
(a) IMMEDIATE CAUSE: Cardiac
DUE TO, OR AS A CONSEQUENCE OF
(b)
DUE TO, OR AS A CONSEQUENCE OF
(c)

CONDITIONS, IF ANY, WHICH GAVE RISE TO IMMEDIATE CAUSE (a), STATING THE UNDERLYING CAUSE LAST

INTERVAL BETWEEN ONSET AND DEATH: Immediate

PART II. OTHER SIGNIFICANT CONDITIONS (CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN PART I.): old myocardial infarct.

29a. ACCIDENT, SUICIDE, HOMICIDE OR UNDETERMINED (SPECIFY): Accident
29b. DATE OF INJURY (MONTH, DAY, YEAR):
30a. HOUR: AM
30b. HOW INJURY OCCURRED (ENTER NATURE OF INJURY IN PART I OR PART II, ITEM 28):
31a. DID INJURY OCCUR WHILE AT WORK (SPECIFY YES OR NO): No
31b. PLACE OF INJURY (AT HOME, FARM, STREET, FACTORY, OFFICE BLDG., ETC.):
31c. LOCATION (STREET OR R.F.D. NO., CITY OR TOWN, STATE):
32. AUTOPSY (YES OR NO): No
33. IF YES, WERE FINDINGS CONSIDERED IN DETERMINING CAUSE OF DEATH:

CERTIFICATION — PHYSICIAN:
34a. I ATTENDED THE DECEASED FROM (MONTH, DAY, YEAR):
34b. TO (MONTH, DAY, YEAR):
35. AND LAST SAW HIM/HER ALIVE ON (MONTH, DAY, YEAR):
36. I DID / DID NOT VIEW THE BODY AFTER DEATH
37. DEATH OCCURRED AT THE PLACE, ON THE DATE, AND, TO THE BEST OF MY KNOWLEDGE, DUE TO THE CAUSE(S) STATED (HOUR): AM

CERTIFICATION — MEDICAL EXAMINER OR CORONER: ON THE BASIS OF THE EXAMINATION OF THE BODY AND/OR THE INVESTIGATION, IN MY OPINION, DEATH OCCURRED ON THE DATE AND DUE TO THE CAUSE(S) STATED
38. HOUR OF DEATH: 2:30 AM
39. THE DECEDENT WAS PRONOUNCED DEAD (MONTH, DAY, YEAR, HOUR): July 4 1975
40. CERTIFIER — NAME (TYPE OR PRINT): J. Thomas Johnston M.D.
41. SIGNATURE: J. Thomas Johnston M.D.
42. DEGREE OR TITLE:
43. DATE SIGNED (MONTH, DAY, YEAR): 7/9/75
44. MAILING ADDRESS — CERTIFIER (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP): Pinedale, Wyoming 82941

45. BURIAL, CREMATION, REMOVAL (SPECIFY): removal-burial
46. CEMETERY OR CREMATORY — NAME: Wasatch Lawn Cem.
47. LOCATION (CITY OR TOWN, STATE): Salt Lake City, Utah
48. DATE (MONTH, DAY, YEAR): July 5, 1975
49. FUNERAL HOME — NAME AND ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP): Tanner Mortuary Big Piney, Wyoming 83113
50. FUNERAL DIRECTOR — SIGNATURE:
51. REGISTRAR — SIGNATURE: J. Thomas Johnston M.D.
52. DATE RECEIVED BY LOCAL REGISTRAR: 7/10/75

ABANDONMENT
OF
EXISTING ROADWAY

KNOW ALL MEN BY THESE PRESENTS:

That ALDEN RENNER, a single man, of Route 1, Box 81, Sidney, Montana 59270, DOES HEREBY VACATE AND ABANDON the part and portion of that certain roadway and easement for private road appearing at page 241 of Book 30 of the Miscellaneous Records of the office of the Sublette County Clerk of Sublette County, Wyoming, particularly described as follows, to-wit:

Portion of easement to be abandoned is located in the W/2 SW/4 of Section 12, Township 33 North, Range 109 West of the Sixth Principal Meridian, Sublette County, Wyoming; said portion of easement to be abandoned is 36 feet wide, 18 feet on either side of the following described center-line:

Beginning at a point which bears North 47°59'12.2" West, a distance of 907.79 feet from the southeast corner of the NW/4 SW/4 of said Section 12;

Thence from said point of beginning South 50°26'40" East, a distance of 709.18 feet to a point of curve to the right, said curve having a central angle of 44°46'38.4", a radius length of 286.75 feet, and a tangent length of 118.12 feet;

Thence along the arc of said curve, a distance of 224.10 feet to a point of intersection with an existing road on the ground;

DATED this 23 day of September, 1981.

ALDEN RENNER

STATE OF MONTANA)
) ss
COUNTY OF Richland)

The foregoing instrument was acknowledged before me by ALDEN RENNER, a single man, this 23 day of September, 1981.

Witness my hand and official seal.

Notary Public

My commission expires:
March 12, 1984

186856

RECORDED September 29 1981 1:00 P M
IN BOOK 39 Misc PAGE 195
FEE $4.00 Lana York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Kay Waverly Nichols

195

196

136857

RECORDED September 23 1981 1:00 P.M.
IN BOOK 30 Misc PAGE 196
FEES $4.00 Lena J. Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

ESTABLISHMENT OF PRIVATE ROAD AND WAY

KNOW ALL MEN BY THESE PRESENTS:

That ALDEN RENNER, a single man, of Route 1, Box 81, Sidney, Montana 59270, being the owner of the lands hereinafter described, DOES HEREBY ESTABLISH, MAKE AND DECLARE the following described lands and real estate situate in the County of Sublette and State of Wyoming, to-wit:

A road easement located in the W/2 SW/4 of Section 12, Township 33 North, Range 109 West of the Sixth Principal Meridian, Sublette County, Wyoming; said easement being 36 feet wide, 18 feet on either side of the following described center-line:

Beginning at a point which bears North 47°59'12.2" West, a distance of 907.79 feet from the southeast corner of the NW/4 SW/4 of said Section 12;

Thence from said point of beginning South 49°51'42.5" East, a distance of 341.41 feet to a point of curve to the right, said curve having a central angle of 8°55'45.3", a radius length of 1280.73 feet, and a tangent length of 100.00 feet;

Thence along the arc of said curve a distance of 199.60 feet;

Thence South 40°55'57.2" East, a distance of 376.31 feet to a point of intersection on a curve of a road easement as recorded at page 241 of Book 30 of the Miscellaneous Records of the office of the Sublette County Clerk of Sublette County, Wyoming;

a private road and way for the benefit of connecting roads joining the same on the north and on the south and for the benefit of all persons having lands appurtenant to said road and who otherwise use and enjoy and access their property by means thereof.

DATED this 23 day of September, 1981.

ALDEN RENNER

STATE OF MONTANA)
) ss
COUNTY OF Richland)

The foregoing instrument was acknowledged before me by ALDEN RENNER, a single man, this 23 day of Sepember, 1981.

Witness my hand and official seal.

My commission expires:

[redacted]

Notary Public

[redacted]

[redacted]

A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

136858

RECORDED September 29 1981 1:15 PM
IN BOOK 39 Misc PAGE 197
FEES 6.00 Lois J Yoder COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McInnis

V. L. LOONEY being first duly sworn upon his oath, according to law, deposes and says:

1-

That by written agreement heretofore made this affiant, V. L. LOONEY, and PATRICIA E. LOONEY, husband and wife, of Pinedale, Wyoming, Parties of the First Part under said agreement and denoted therein as "Seller", did agree to sell and to convey the following described real estate situate in the County of Sublette and State of Wyoming, to-wit:

> Lot No. 12 of the Sunny Slope Subdivision as said subdivision appears on the plat and map thereof approved by the Board of County Commissioners of Sublette County, Wyoming, on the 19th day of August, 1980, and on file and of record in the office of the County Clerk of Sublette County, Wyoming;
>
> TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;
>
> BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO easements and rights of way of record or in actual use for telephone lines, electric transmission lines, and irrigation ditches and canals, AND SUBJECT FURTHER TO all outstanding mineral interests, AND SUBJECT FURTHER TO all restrictions appearing on the aforesaid plat and map of said subdivision, but otherwise FREE AND CLEAR of all exceptions, reservations, defects and encumbrances;

unto RALPH F. MOLITOR and PATRICIA GRACE MOLITOR, husband and wife, whose mailing address is 1020 McKinley, Rock Springs, Wyoming 82901, Parties of the Second Part under said agreement and in said agreement denoted as "Purchaser";

2-

That upon payment for said real estate as provided in said

agreement Seller will convey said real estate by statutory form of warranty deed unto the Purchaser;

3-

Possession of the real estate above described has been delivered unto Purchaser and Purchaser may hold possession thereof under the terms of the said agreement;

4-

Said agreement contains the usual and customary provisions for recovery of the property and termination of the interests of Purchaser in event of default in the payment of the purchase price, interest and other material covenants of the said agreement;

5-

All taxes levied upon said property in the year 1981 and prior thereto will be paid by Seller;

6-

All taxes levied upon said property in the year 1982 and thereafter are by the terms of said agreement to be paid by the Purchaser.

V. L. Looney
V. L. LOONEY

Subscribed and sworn to before me this 29th day of September, 1981.

Faye Hammons
Notary Public

My commission expires: 11/22/83

FAYE HAMMONS Notary Public
County of Sublette
State of Wyoming
My Commission expires November 22 19[illegible]

A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

186859

RECORDED September 29 19 81 1:15 PM
IN BOOK 39 Misc PAGE 199
FEES 6.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClain

V. L. LOONEY being first duly sworn upon his oath, according to law, deposes and says:

1-

That by written agreement heretofore made this affiant, V. L. LOONEY, and PATRICIA E. LOONEY, husband and wife, of Pinedale, Wyoming, Parties of the First Part under said agreement and denoted therein as "Seller", did agree to sell and to convey the following described real estate situate in the County of Sublette and State of Wyoming, to-wit:

> Lots No. 2 and 6 of the Wild Horse Ranch Subdivision as said subdivision appears on the plat and map thereof approved by the Board of County Commissioners of Sublette County, Wyoming, on the 6th day of August, 1980, and on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming;
>
> TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;
>
> BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO easements and rights of way of record or in actual use for telephone lines, electric transmission lines, and irrigation ditches and canals, AND SUBJECT FURTHER TO all outstanding mineral interests, AND SUBJECT FURTHER TO all restrictions appearing on the aforesaid plat and map of said subdivision, BUT OTHERWISE FREE AND CLEAR of all exceptions, reservations, defects and encumbrances,

unto CHARLES C. HALL and EMILY H. HALL, husband and wife, whose mailing address is 2652 East 6200 South, Salt Lake City, Utah 84121, Parties of the Second Part under said agreement and in said agreement denoted as "Purchaser";

2-

That upon payment for said real estate as provided in said agreement Seller will convey said real estate by statutory form of warranty deed unto the Purchaser;

3-

Possession of the real estate above described has been delivered unto Purchaser and Purchaser may hold possession thereof under the terms of the said agreement;

4-

Said agreement contains the usual and customary provisions for recovery of the property and termination of the interests of Purchaser in event of default in the payment of the purchase price, interest and other material covenants of the said agreement;

5-

All taxes levied upon said property in the year 1981 and prior thereto will be paid by Seller;

6-

All taxes levied upon said property in the year 1982 and thereafter are by the terms of said agreement to be paid by the Purchaser.

V. L. LOONEY

Subscribed and sworn to before me this 29th day of September 1981.

Notary Public

My commission expires: 11/22/83

FAYE HAMMONS Notary Public
County of Sublette
State of Wyoming
My Commission expires November 22, 1983

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement for Deed, dated the 29 day of September, 1981, between WALTER R. ANDREW and KRISTINE A. ANDREW, husband and wife, as Sellers and JAMES SHROPSHIRE and SEBASTIAN GRAZIANO as Buyers, the Sellers did agree to sell and the Buyers did agree to buy a certain tract of real property described as:

A portion of the Northwest Quarter Southwest Quarter (NW¼SW¼) Section 35, Township 34 North, Range 111 West of the 6th P. M., Sublette County, Wyoming, more particularly described as follows: Beginning at a point located N.34°44'E., a distance of 2324.2 feet from the Southwest corner of Section 35, above described; thence N.88°08'W., a distance of 600.00 feet to a point; thence N.01°52E., a distance of 303.4 feet to a point; thence S.83°31.5'E., a distance of 601.9 feet to a point; thence S.01°52'W., a distance of 250.00 feet to a point of beginning; containing an area of 3.84 acres, more or less, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions of record and rights of way and easements of record or in use; and SUBJECT TO prior mineral reservations of record.

Buyers' address for tax purposes is: Daniel, WY 83115.

There are many other covenants in the original Agreement For Deed of which each party has a copy and which is also escrowed in the State Bank of Big Piney, Big Piney, WY 83113.

DATED this 29th day of Setpember, 1981.

SELLERS:

Walter R. Andrew
WALTER R. ANDREW

Kristine A. Andrew
KRISTINE A. ANDREW

BUYERS:

James Shropshire
JAMES SHROPSHIRE

Sebastian Graziano
SEBASTIAN GRAZIANO

186861

RECORDED Sept 29 1981 3:00 P.M
IN BOOK 39 Misc PAGE 201
FEES 4.25 Sue Gale COUNTY CLERK
SUBLETTE COUNTY CLERK by Flannery

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by WALTER R. ANDREW and KRISTINE A. ANDREW this 29th day of September, 1981.

WITNESS my hand and official seal.

My commission expires: 11/2/82

Carolyn L. Hillerson-Lie
Notary Public

STATE OF NEW JERSEY)
) ss.
COUNTY OF MONMOUTH)

The foregoing instrument was acknowledged before me by JAMES SHROPSHIRE and SEBASTIAN GRAZIANO this 21st day of September, 1981.

WITNESS my hand and official seal.

My commission expires:

Carole C. Popalardis
Notary Public

CAROLE C. POPALARDIS
Notary Public of New Jersey
My Commission Expires June 28, 1982

201

202

BILL OF SALE

AGREEMENT FOR ~~WARRANTY DEED~~—FORM NO. 14 THE MILLS COMPANY, SHERIDAN

THIS AGREEMENT, Made and entered into this ____ day of September 19 81, by and between ROBERT MAX MYRICK and STELLA MARIE MYRICK, husband and wife, 6333 South Yates Ct., of Littleton 80123, Arapahoe County, State of Colorado, of the first part, and DWAYNE E. GARLICK and DORA JEAN GARLICK, husband and wife, 760 West 4th North of Green River 82935, Sweetwater County, State of Wyoming, of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of ($ 1,000.00) One Thousand and No/100 - DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient ~~Warranty Deed~~ *Bill of Sale, subject to ~~[illegible]~~ of the taxes of A. D. ~~[illegible]~~ to and for the following described ~~[illegible]~~, situated in Sublette County, State of Wyoming, to-wit: *Bill of Sale personal property

One (1) log cabin consisting of 600 square feet with porch on two sides, containing the following: Oak couch with 2 matching oak chairs; phonograph; dining room table; 6 chairs; secretary; piano; rugs; sleeper; coffee table; two (2) end tables; wood (outside); propane tank; 2 oak dressers; picnic table; set of flatware; dishes; pots and pans; all located on Lot 38, Sylvan Bay Subdivision;

SOLD FOR Forty Thousand Five Hundred and No/100 DOLLARS ($ 40,500.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said parties of the first part, their heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

Additional $9,500.00 down at closing, which shall be on or before 9/25/81; balance of $30,000.00 payable in three (3) annual payments of $10,000.00 plus interest at the rate of 12% per annum, first said payment due 9/25/82; succeeding payments due 9/25/83 and 9/25/84;

186887

RECORDED September 30 1981 1:30P M
IN BOOK 39 Misc PAGE 202
FEES $4.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by Dorothy McClure

Payable at the office of Robert Max Myrick with interest at the rate of 12 per cent per annum from date. Interest payable annually. If principal or interest is not paid when due, the same to draw 12 per cent interest per annum from maturity until paid.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said parties of the first part, their heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than insurable amount Dollars, in favor of and payable to parties of the first part, as their interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

~~[illegible]~~
Robert Max Myrick
Stella Marie Myrick

Dwayne E. Garlick
Dora Jean Garlick
~~Dora Jean Garlick~~

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Dwayne E. Garlick and Dora Jean Garlick, Robert Max Myrick and Stella Marie Myrick,

this 25 day of September, 19 81.

Witness my hand and official seal.

NOTARY PUBLIC

Signature
Notary Public

33.00

SHERIDAN COUNTY
CLERK AND RECORDER
SEP 10 12 31 PM '81
ARLYS HAMM

22600

MELVIN R. LOHMANN
1981 REVOCABLE TRUST AGREEMENT

In consideration of the mutual covenants of the parties, this Agreement is entered into this 19th day of August, 1981, by and between Melvin R. Lohmann (hereinafter called "Settlor"), and Melvin R. Lohmann (hereinafter called "Trustee"), as follows:

ARTICLE I

1.01 Creation of Trust. The Settlor, desiring to create an immediate inter vivos trust upon execution hereof, hereby grants, bargains, sells, conveys and assigns to the Trustee the assets listed in the schedule annexed hereto as Exhibit A and by specific reference made a part hereof, to have and to hold the same and any cash, securities or other assets, including any accumulated income and any additions made to this trust by any provision of the Last Will and Testament of the Settlor or the Settlor's wife, which the Trustee may, pursuant to any of the provisions hereof, at any time hereafter, hold or acquire (all such assets are hereinafter called "Trust Fund"), for the uses and purposes and upon the terms and conditions herein set forth.

ARTICLE II

2.01 Appointment of Trustee and Successor Trustee. Melvin R. Lohmann is hereby designated as Trustee of this trust. If Melvin R. Lohmann shall fail to qualify, resign or be unable to continue as Trustee for any reason, then Dorothy E. Lohmann shall serve as successor trustee of this trust. If Melvin R. Lohmann and Dorothy E. Lohmann shall fail to qualify, resign or be unable to continue as Trustee for any reason, then Jed A. Lohmann shall serve as successor trustee of this trust.

2.02 Powers of Successor Trustee. Any successor Trustee shall have, from and after appointment or succession to office hereunder and without any assignment or action by any person, all the title, rights, interests and powers, including discretionary rights and powers which are by the provisions of this Agreement granted to and vested in the predecessor Trustee.

ARTICLE III

3.01 Postponement of Distribution Date. The Trustee may, in the Trustee's discretion, defer the distribution, allocation or allotment of trust assets following the death of the Settlor for such period of time as may be necessary in order that the Trustee may take advantage of any privileges which may be provided by state or federal law or regulation permitting an alternate valuation date or dates of assets includable in the estate of the Settlor for state or federal estate tax purposes.

ARTICLE IV

4.01 Distribution of Income During Lifetime of Settlor. During the lifetime of the Settlor, the Trustee

RECORDED Sept 1 1981 8 A.M.
IN BOOK 39 Misc PAGE 203
FEES $2.00 Jed A Lohmann COUNTY CLERK

186869

shall distribute all income of this trust to the Settlor in quarterly or more convenient installments, but not less often than annually without reserving any part for depreciation or depletion. The Settlor may, by separate written instructions, direct the Trustee from time to time to retain all or any part of the income of the trust during the lifetime of the Settlor. Income not distributed by the Trustee shall be accumulated and added to the principal of this trust.

4.02 Disposition if Settlor's Wife Survives Settlor by Six Months. If the Settlor's wife survives the Settlor by six months, the Trustee shall divide the Trust Fund into two (2) separate shares and distribute said shares in the following manner:

(a) Marital Deduction - Distribution to Dorothy E. Lohmann 1981 Revocable Trust. The Trustee shall distribute to the Dorothy E. Lohmann 1981 Revocable Trust, dated August 19, 1981, an amount of property equal to either:

(1) zero, if, after taking into consideration all credits and deductions available to the Settlor's estate for federal estate tax purposes (other than the marital deduction for property passing under this paragraph), there is no federal estate tax owing; or

(2) if (1) above shall not apply, then an amount determined as described in (3) below, but which is less than the amount described in (3) below and which, after taking into consideration all credits and deductions available to the Settlor's estate for federal estate tax purposes (other than the marital deduction for property passing under this paragraph), shall be the minimum amount which will result in no federal estate tax owing; or

(3) if neither (1) nor (2) above shall be applicable, then the maximum estate tax marital deduction (allowable in determining the federal estate tax payable by reason of the Settlor's death) minus the value for federal estate tax purposes of all items in the Settlor's gross estate which qualify for such deduction and which pass or have passed from the Settlor to the Settlor's wife (the words "pass or have passed" shall have the same meaning as such words shall have under the provisions of the Internal Revenue Code as amended, in effect at the time of the Settlor's death) under the provisions of the Will of the Settlor, by right of survivorship with respect to jointly owned property, under settlement arrangements relating to life insurance proceeds or otherwise than under this pecuniary amount trust.

The Trustee shall have full authority and discretion to satisfy the amount distributable to the Dorothy E. Lohmann

1981 Revocable Trust wholly or partly in cash or in kind. Any assets allocable in kind shall be valued at the values thereof as finally determined for federal estate tax purposes in the Settlor's estate; provided, that the total value of the assets distributable to the Dorothy E. Lohmann 1981 Revocable Trust shall have an aggregate fair market value at the date of actual allocation and distribution of no less than the pecuniary amount of such distribution as established by either (1), (2) or (3) above. In no event shall there be distributed to the Dorothy E. Lohmann 1981 Revocable Trust any asset or proceeds of any asset with respect to which a marital deduction would not be allowed.

(b) Distribution to Children. The Trustee shall distribute the remaining assets of the Trust Fund to the Settlor's children, in equal shares; provided, that if any of Settlor's children predecease Settlor, then Trustee shall distribute such child's share to his issue, per stirpes, who survive Settlor, subject to the paragraph herein entitled Distribution to Minor Beneficiaries, or if such child leaves no issue surviving Settlor, then to Settlor's issue, per stirpes, who survive Settlor.

4.03 Disposition if Settlor's Wife Fails to Survive Settlor by Six Months. If the Settlor's wife fails to survive the Settlor by six months, the Trustee shall distribute the Trust Fund to the Settlor's children, in equal shares; provided, that if any of Settlor's children predecease Settlor, then Trustee shall distribute such child's share to his issue, per stirpes, who survive Settlor, subject to the paragraph entitled Distribution to Minor Beneficiaries, or if such child leaves no issue surviving Settlor, then to Settlor's issue, per stirpes, who survive Settlor.

4.04 Grandchild's General Power of Appointment. In the event that any grandchild of Settlor receives a share in the Trust pursuant to paragraph 4.03 herein and distribution of said share to such grandchild is deferred pursuant to the paragraph entitled Distribution to Minor Beneficiaries, said grandchild is hereby given a general power of appointment to his or her estate or to any third person as such grandchild shall appoint by Will, such power to be exercised by said grandchild alone and in all events. The laws of the State of Oklahoma shall govern the validity of any interest created by the exercise of this power of appointment.

4.05 Disposition in Event of Failure or Death of All Beneficiaries. If no person survives prior to final disposition of all the trusts who can qualify as a beneficiary under the provisions of this Article, then the Trustee shall distribute all of the trust assets to the Settlor's then surviving heirs-at-law as determined under the statutes and case law of Oklahoma which are in effect at that time as though the Settlor had died immediately after the death of the last surviving trust beneficiary.

4.06 Distribution to Minor Beneficiaries. Subject to the provisions of the paragraph entitled Duration of Trust, the Trustee shall defer payment of any share of the trust principal or income vesting in and payable to any person or persons under age twenty-one (21) (hereinafter called "minor") until the minor reaches age twenty-one (21), but the Trustee, in the Trustee's discretion, may apply to the use of such minor so much of the principal or income thereof as the Trustee may deem advisable. The Trustee may make

payment of any principal or income applicable to the use of the minor: (a) by paying the same to a guardian or other person having the care or control of the minor, whose receipt shall be a full discharge for any such payment; (b) by paying it to a Custodian under the Uniform Gift to Minors Act for the minor, whose receipt shall be a full discharge for any such payment; or (c) by spending it in such manner as the Trustee, in the Trustee's discretion, believes will benefit such minor, including the payment to the minor directly of such sums as the Trustee may approve as an allowance.

4.07 Payments in the Event of Other Disability. If any beneficiary is under a legal disability or, though not adjudged incompetent, is, by reason of illness or mental or physical disability, unable, in the Trustee's opinion, to use or disburse wisely such payment or distribution under the provisions of this Article, then the Trustee may make such payment or distribution for the benefit of such beneficiary in such of the following ways as, in the Trustee's discretion, shall be most desirable: (a) directly to such beneficiary; (b) to the duly qualified legal representative of such beneficiary; (c) to a relative or friend of such beneficiary; or (d) by the Trustee using such payment directly for the benefit of such beneficiary. Distribution to any one or more of the foregoing shall operate as a complete acquittance of the duties of the Trustee to make such payment or distribution.

4.08 Division of Trust Assets. At such time as the Trustee is required to make complete or partial distribution of a trust, or to divide a trust into parts, the Trustee is authorized, in the Trustee's discretion, to distribute or divide the trust assets in kind or in cash, or partly in kind and partly in cash, in undivided interests or otherwise, and the Trustee is authorized to appraise and place values on the separate trust assets and may use such values as the basis for distribution in kind or for division in kind. The power of the Trustee to convert assets into cash or other assets shall not terminate at the time required for distribution, but shall continue for a reasonable time thereafter to assist the Trustee in making an orderly distribution of the assets comprising the trust.

4.09 Duration of Trust. A trust created herein shall terminate when all the trust assets shall have been fully distributed as hereinbefore provided, which date of termination shall not in any event be later than twenty-one (21) years after the death of the survivor of any beneficiary in being at the date of the Settlor's death. In the event of termination under the provisions of this paragraph and upon the date thereof, the entire trust shall be distributed to those persons then entitled to the income from such trust in the proportion that such income is distributable, or if the income is distributable among a class of beneficiaries in the discretion of the Trustee, then equally to the members of such class, regardless of the age which any distributee otherwise entitled shall have attained.

4.10 Exercise of Powers of Appointment. A power of appointment or right of withdrawal granted herein may be exercised by the holder thereof only if specific reference to the power granted herein is made in the document purporting to exercise such power. In determining whether and to what extent a power of appointment granted herein has been exercised by Will, the Trustee may rely upon any instrument admitted to probate as the Will of the holder of the power.

The Trustee may act as if the holder died intestate if the Trustee has no actual notice of a Will within three (3) months after the holder's death. A power of appointment exercisable by deed or right of withdrawal may be exercised only by appropriate written instrument signed by the holder and delivered to the Trustee during the holder's lifetime.

ARTICLE V

POWERS OF TRUSTEE

The Trustee or any successor trustee shall have the following powers, all of which shall be exercised in a fiduciary capacity:

5.01 Investment in Insurance Contracts. To invest in life insurance, endowment and other forms of life insurance contracts upon the life of a beneficiary or upon the life or lives in which any beneficiary shall have an insurable interest.

5.02 Wasting Assets. To retain or to acquire wasting assets. The Trustee shall have no duty to sell wasting assets or to apportion any of the income therefrom (such as lease bonuses or any depletable portion with respect to income from such assets) to principal, but the Trustee may transfer income from such wasting assets to principal in such amounts as the Trustee, in the Trustee's discretion, may determine from time to time.

5.03 Unproductive Assets. To retain or to sell, in the Trustee's discretion, unproductive assets. The Trustee shall have no duty to apportion any principal to income, but may make an equitable apportionment to income if, in the Trustee's discretion, such is necessary to prevent injustice.

5.04 Specific Authority to Own Mineral Properties. To hold, buy, sell or exchange oil and gas or other mineral properties (including interests in deposits of other natural resources). To execute leases on such properties for periods extending beyond the term of the trust. To execute subleases and farmout agreements. To carve out or reserve such mineral interests as the Trustee deems advisable or expedient. To execute unitization and pooling agreements. To exchange undivided interests in mineral properties for interests in other properties.

5.05 Borrowing. To borrow money from others or from a Trustee of the trust and to mortgage or pledge any of the trust assets for that purpose even though the term of the loan may extend beyond the duration of the trust. To renew existing loans or to refinance debts.

5.06 Selling. To sell and convey any of the trust assets or any interest therein, or to exchange the same for other property, for such price or prices and upon such terms as the Trustee, in the Trustee's discretion, may deem advisable for the best interest of the trusts and the beneficiaries hereunder, and to execute and deliver any deeds, receipts, releases, contracts or other instruments necessary in connection therewith.

5.07 Lending. To lend money to any person or persons, including partnerships, fiduciaries and corporations, upon such terms and with such security as the Trustee, in

the Trustee's discretion, may deem advisable for the best interest of the trusts and the beneficiaries hereunder.

5.08 Fiduciary Standard. To act freely under all or any of the powers given to the Trustee in all matters concerning the trusts herein created, after forming a judgment based upon all the circumstances of any particular situation as to the wisest and best course to pursue in the best interest of the trusts and the beneficiaries hereunder, without the necessity of obtaining the consent or permission of any person interested therein or of any court, and notwithstanding that the Trustee may also be acting as trustee of other trusts, or as agent for other persons or corporations interested in the same matters; provided, however, that the Trustee shall exercise such powers at all times in a fiduciary capacity primarily in the best interest of the beneficiaries hereunder. With respect to statutes contained in Title 60, Oklahoma Statutes (1971), as amended, the provisions of Section 175.12 (Trustee selling to self as trustee of another trust) are waived as to any Trustee and the provisions of Sections 175.9 (Trustee lending funds to self, affiliate, etc.), 175.11 (Trustee buying from, or selling to, self, affiliate, etc.) and 175.13 (Trustee purchasing stock, bond or securities of self, affiliate, etc.) are waived as to any individual Trustee. No Trustee shall deal with any person with respect to any of the trust assets for less than an adequate consideration in money or money's worth.

5.09 Allocation of Tax Deductions. To allocate and apportion the state and federal income tax deductions for depletion and depreciation (and for any other apportionable tax deductions) to a trust or to the income distributee or distributees thereof. In allocating or apportioning such tax deductions or in designating the source of any income distributed or accumulated, the Trustee may take into consideration the respective income tax benefits available therefrom to the distributee or distributees and to the Trustee, from information furnished or known to the Trustee.

5.10 Source of Distribution. To designate the source of any distribution, as between principal and income. To allocate different classes of income to different beneficiaries, in equal or varied proportions. To specify the amount of each class of income distributed and to whom so distributed.

5.11 Classification of Receipts and Disbursements. To determine, in the absence of specific instructions herein, what constitutes principal and income and to determine whether a distribution or disbursement should be charged to principal or income. In making such determinations, the Trustee shall follow generally accepted trust accounting principles.

5.12 Registration of Property. To register any trust assets in the name of the Trustee or the Trustee's nominee, or to hold it unregistered or in such other form that the title shall pass by delivery, but without thereby increasing or decreasing the Trustee's liability as Trustee.

5.13 Purchase of Investments at Premium or Discount. In purchasing investments, to charge the premium to or credit the discount against principal, or to amortize such premium or such discount.

5.14 Additional Statutory Powers. To enjoy all of the powers provided by and to administer the trusts herein created in accordance with Sections 161 (Property in which trustee may invest - Judgment and care required), 162 (Common trust funds) and 163 (Retention of property originally received) of Title 60, Oklahoma Statutes (1971), as amended, and the Oklahoma Trust Act, as amended, presently codified as Sections 175.1-175.53 of Title 60, Oklahoma Statutes (1971), all subject to specific provisions contained herein.

5.15 Creation of Partnership or Organization of Corporation. To transfer assets of any trust created herein to a corporation in return for stock or securities of that corporation. To enter into a partnership agreement concerning any property which forms part of a trust created herein upon such terms and conditions as shall be in the best interest of the trust and to transfer assets to a partnership pursuant to a partnership agreement. To hold or retain any partnership interest the Settlor may own at the date of Settlor's death and to participate in any such partnership as either general or limited partner. To enter into agreements with the partners of any partnership in which any trust herein created may have an interest for the organization of a corporation and the transfer of the partnership assets to such corporation on such terms as are in the best interest of the trust.

5.16 Consolidation of Trust. To consolidate any trust created hereunder with another trust when the beneficiaries and their respective interests are the same and when the provisions regarding investments and distributions of principal and income are substantially similar.

5.17 Investment Counsel. To retain investment counsel and to accept and act upon the recommendations of such investment counsel and, at any time, to delegate to any investment counsel such ministerial or discretionary powers and authority with respect to the investment and reinvestment of the trust assets as the Trustee, in the Trustee's discretion, shall deem appropriate.

5.18 Options. To purchase and sell option contracts which give the Trustee or another the option to buy or sell, at a future time, any stock or security of any company.

5.19 Margin Trading. To use brokerage firm margin accounts to acquire additional investments for the trust.

ARTICLE VI

ADDITIONAL ADMINISTRATIVE PROVISIONS

6.01 No Accounting to Court. The Trustee shall not be required to account to any court for the administration of the trusts, but shall furnish periodic reports of the administration to those beneficiaries entitled to receive distribution of income from the trust for which such report is furnished regardless of whether such income distributions are absolute or in the discretion of the Trustee.

6.02 Reliance by Third Parties on Trustee's Authority. No person, firm or corporation dealing with the Trustee with reference to any of the trust assets, if acting in good faith, shall be required to ascertain the authority of the Trustee, nor to see to the performance of the Trust-

ee's duties, nor to be responsible in any way for the proper application of funds or properties paid or delivered to the Trustee for the account of the trusts, but, if acting in good faith, such person, firm or corporation may deal with the Trustee as though the Trustee were unconditional owner of the trust assets.

6.03 Distribution on Cash Basis. Except as otherwise provided herein, income for the purposes of making distributions shall be on a cash basis, and, when any beneficiary receiving income from a trust shall die, any income that is accrued or undistributed shall belong to, and be paid to, the next succeeding income beneficiary or beneficiaries; provided that if income required to be distributed (for a fiscal year of the trust closed prior to such beneficiary's death) from a trust has not been distributed to the deceased beneficiary to whom it is required to be distributed, such income shall be distributed to such beneficiary's estate.

6.04 Spendthrift Trusts Created. No interest of any beneficiary of any trust created herein, either in income or in principal, shall be subject to pledge, assignment, sale or transfer, in any manner, nor shall any beneficiary have power in any manner to anticipate, charge or encumber his interest either in income or in principal, nor shall such interest of any beneficiary be liable or subject in any manner while in the possession of the Trustee, for the debts, contracts, liabilities, engagements or torts of such beneficiary. Provided, however, that nothing contained herein shall prevent a trust beneficiary from assigning all or any portion of his or her right to income in the trust created for such beneficiary, to or for the benefit of the issue of such beneficiary or to the spouse of the issue of such beneficiary.

6.05 Adopted Children. The Settlor intends that the terms "issue," "child" or such other term denoting a descendant shall be construed to include those persons who trace their relationship through adoption, as well as through birth.

6.06 Savings Clause. In the event any clause, provision or provisions of this trust prove to be adjudged invalid for any reason, the Settlor directs that such invalid or void clause, provision or provisions, shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as legally possible.

6.07 Clarification of the Term "Trustee". Whenever in this Trust Agreement the Settlor uses the term "Trustee," the same shall be construed to include the plural of the term, if applicable.

ARTICLE VII

7.01 Special Provisions With Respect to Use of Trust Assets. The Trustee is authorized, in the Trustee's discretion:

(a) To lend assets of this trust to the personal representative of the estate of the Settlor upon such terms and conditions as are fair and equitable to this trust and the beneficiaries hereunder, to be used by such personal representative in paying taxes, claims, administration expenses or debts of the estate of the Settlor; or

(b) To use funds of this trust to purchase assets from the estate of the Settlor at a fair price and upon such terms as the Trustee deems advisable for the protection of the beneficiaries hereunder and for the convenience of the personal representative of the estate of the Settlor; or

(c) To pay estate, inheritance, transfer or succession taxes, claims, administration expenses or debts of the estate of the Settlor, to the extent such items are not paid by the personal representative of the estate of the Settlor.

It is not intended that the personal representative or any beneficiary of the estate of the Settlor shall have any right of apportionment or claim over and against the Trustee for the payment of any debts, claims, taxes or expenses payable out of the probate estate of the Settlor. If the Trustee elects to pay the estate, inheritance, transfer or succession taxes, claims, administration expenses or debts of the estate of the Settlor as permitted under Paragraph 7.01(c), then all such payments shall be made exclusively from the assets distributable pursuant to paragraph 4.02(b) herein entitled Distribution to Children. The Trustee shall not, in exercising the powers under Paragraph 7.01(c) use the proceeds of any payment received into this trust from a qualified pension or profit sharing plan. All other provisions of this trust providing for the distribution of trust income or principal, after the death of the Settlor, are subject to the right of the Trustee to withhold in whole or in part such distributions, pending the determination by the Trustee of the actions to be taken under this paragraph.

7.02 Special Provision With Respect to Payment of Federal Estate Tax. The Trustee is directed to pay any federal estate tax due with respect to the Settlor's estate for federal estate tax purposes in an amount not less than the smaller of (a) the par value plus accrued interest of all treasury bills, notes and certificates of indebtedness issued by the United States redeemable at par value in payment of federal estate taxes held by the Trustee at the death of the Settlor, and (b) the amount of the federal estate tax due with respect to the Settlor's estate for federal estate tax purposes.

7.03 Additional Property. The trust estate may be increased from time to time by the addition of such cash or property acceptable to the Trustee, as may be added by the Settlor, or any other person, with the consent of the Settlor and the Trustee, and the Trustee shall receive, hold, manage, invest and reinvest any such cash or property in accordance with the provisions of this Trust Agreement.

7.04 Amendment and Revocation. The Settlor reserves the right at any time, or from time to time, without the consent of any person and without notice to any person other than the Trustee, to revoke or modify the trust herein created in whole or in part, to change the beneficiaries hereof, or to withdraw the whole or any part of the trust assets by written notice of such revocation, modification, change or withdrawal delivered during the Settlor's lifetime to the Trustee. No modification or change which substantially increases the obligations or duties of the Trustee shall be binding upon the Trustee then in office without consent. Upon the death of the Settlor, the terms and provisions of this Trust Agreement shall become irrevocable.

7.05 Family History. As of the date of execution of this Trust Agreement, the Settlor is married and the name of his spouse is Dorothy E. Lohmann. They have the following named children: Jed A. Lohmann, Jon M. Lohmann and Jack R. Lohmann.

IN WITNESS WHEREOF, the Settlor has executed this Trust Agreement the day and year first above mentioned.

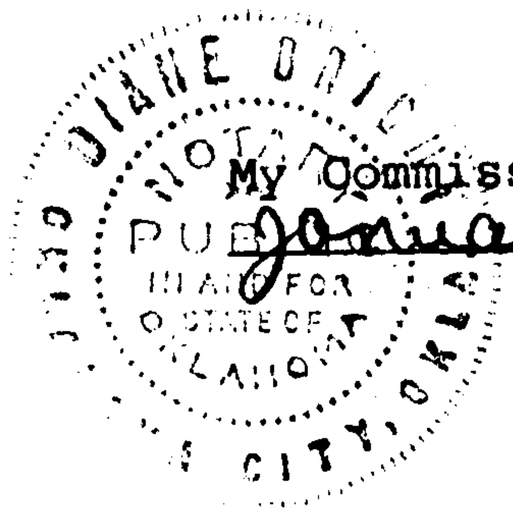
Melvin R. Lohmann
Melvin R. Lohmann

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said County and State, on this 19 day of August, 1981, personally appeared Melvin R. Lohmann, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Diane Bright
Notary Public



My Commission Expires:
January 19, 1982

ACCEPTANCE

The undersigned hereby accepts the terms and conditions expressed in the foregoing Trust Agreement.

Melvin R. Lohmann
Melvin R. Lohmann

TRUSTEE

EXHIBIT "A"

TO

MELVIN R. LOHMANN

1981 REVOCABLE TRUST AGREEMENT

1. Brokerage Account #23-39766-67 at Bache & Company, 901 N.E. Loop 410, San Antonio, Texas 78209.

2. An undivided one-half (1/2), as tenant in common, in:

An undivided one-half (1/2) interest in and to Lots 11 and 12, Block 36, in the Town of Frisco, Summit County, State of Colorado.

Please record and index against:

The NE¼SE¼, S½SE¼ of Section 10; Lots 2, 3, 4, 5, 6, 7, and the W½NE¼, S½NW¼, and the NW¼SW¼ of Section 11; Lots 1, 2 and the NE¼NW¼ of Section 14; and Lots 1 and 2 of Section 15, all in Township 31 North, Range 109 West of the 6th P.M., Sublette County, Wyoming; also including all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7, Section 11, Lots 1 and 2, Section 14, and Lots 1 and 2, Section 15, Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming.

214

36.00

DOROTHY E. LOHMANN
1981 REVOCABLE TRUST AGREEMENT

SUMMIT COUNTY
CLERK AND RECORDER
SEP 18 12 32 PM
ARLYS H. WARD

22608

In consideration of the mutual covenants of the parties, this Agreement is entered into this 19th day of August, 1981, by and between Dorothy E. Lohmann (hereinafter called "Settlor"), and Dorothy E. Lohmann (hereinafter called "Trustee"), as follows:

ARTICLE I

1.01 Creation of Trust. The Settlor, desiring to create an immediate inter vivos trust upon execution hereof, hereby grants, bargains, sells, conveys and assigns to the Trustee the assets listed in the schedule annexed hereto as Exhibit A and by specific reference made a part hereof, to have and to hold the same and any cash, securities or other assets, including any accumulated income and any additions made to this trust by any provision of the Last Will and Testament of the Settlor or the Settlor's husband, which the Trustee may, pursuant to any of the provisions hereof, at any time hereafter, hold or acquire (all such assets are hereinafter called "Trust Fund"), for the uses and purposes and upon the terms and conditions herein set forth.

ARTICLE II

2.01 Appointment of Trustee and Successor Trustee. Dorothy E. Lohmann is hereby designated as Trustee of this trust. If Dorothy E. Lohmann shall fail to qualify, resign or be unable to continue as Trustee for any reason, then Melvin R. Lohmann shall serve as successor trustee of this trust. If Dorothy E. Lohmann and Melvin R. Lohmann shall fail to qualify, resign or be unable to continue as Trustee for any reason, then Jed A. Lohmann shall serve as successor trustee of this trust.

2.02 Powers of Successor Trustee. Any successor Trustee shall have, from and after appointment or succession to office hereunder and without any assignment or action by any person, all the title, rights, interests and powers, including discretionary rights and powers which are by the provisions of this Agreement granted to and vested in the predecessor Trustee.

ARTICLE III

3.01 Postponement of Distribution Date. The Trustee may, in the Trustee's discretion, defer the distribution, allocation or allotment of trust assets following the death of the Settlor for such period of time as may be necessary in order that the Trustee may take advantage of any privileges which may be provided by state or federal law or regulation permitting an alternate valuation date or dates of assets includable in the estate of the Settlor for state or federal estate tax purposes.

ARTICLE IV

4.01 Distribution of Income During Lifetime of Settlor. During the lifetime of the Settlor, the Trustee

RECORDED October 1 1981 8:00 AM
IN BOOK 39 Misc PAGE 214

shall distribute all income of this trust to the Settlor in quarterly or more convenient installments, but not less often than annually without reserving any part for depreciation or depletion. The Settlor may, by separate written instructions, direct the Trustee from time to time to retain all or any part of the income of the trust during the lifetime of the Settlor. Income not distributed by the Trustee shall be accumulated and added to the principal of this trust.

4.02 Disposition if Settlor's Husband Survives Settlor by Six Months. If the Settlor's husband survives the Settlor by six months, the Trustee shall divide the Trust Fund into two (2) separate shares and distribute said shares in the following manner:

(a) Marital Deduction - Distribution to Melvin R. Lohmann 1981 Revocable Trust. The Trustee shall distribute to the Melvin R. Lohmann 1981 Revocable Trust, dated August 19, 1981, an amount of property equal to either:

(1) zero, if, after taking into consideration all credits and deductions available to the Settlor's estate for federal estate tax purposes (other than the marital deduction for property passing under this paragraph), there is no federal estate tax owing; or

(2) if (1) above shall not apply, then an amount determined as described in (3) below, but which is less than the amount described in (3) below and which, after taking into consideration all credits and deductions available to the Settlor's estate for federal estate tax purposes (other than the marital deduction for property passing under this paragraph), shall be the minimum amount which will result in no federal estate tax owing; or

(3) if neither (1) nor (2) above shall be applicable, then the maximum estate tax marital deduction (allowable in determining the federal estate tax payable by reason of the Settlor's death) minus the value for federal estate tax purposes of all items in the Settlor's gross estate which qualify for such deduction and which pass or have passed from the Settlor to the Settlor's husband shall have the same meaning as such words shall have under the provisions of the Internal Revenue Code as amended, in effect at the time of the Settlor's death) under the provisions of the Will of the Settlor, by right of survivorship with respect to jointly owned property, under settlement arrangements relating to life insurance proceeds or otherwise than under this pecuniary amount trust.

The Trustee shall have full authority and discretion to satisfy the amount distributable to the Melvin R. Lohmann

1981 Revocable Trust wholly or partly in cash or in kind. Any assets allocable in kind shall be valued at the values thereof as finally determined for federal estate tax purposes in the Settlor's estate; provided, that the total value of the assets distributable to the Melvin R. Lohmann 1981 Revocable Trust shall have an aggregate fair market value at the date of actual allocation and distribution of no less than the pecuniary amount of such distribution as established by either (1), (2) or (3) above. In no event shall there be distributed to the Melvin R. Lohmann 1981 Revocable Trust any asset or proceeds of any asset with respect to which a marital deduction would not be allowed.

(b) Distribution to Children. The Trustee shall distribute the remaining assets of the Trust Fund to the Settlor's children, in equal shares; provided, that if any of Settlor's children predecease Settlor, then Trustee shall distribute such child's share to his issue, per stirpes, who survive Settlor, subject to the paragraph herein entitled Distribution to Minor Beneficiaries, or if such child leaves no issue surviving Settlor, then to Settlor's issue, per stirpes, who survive Settlor.

4.03 Disposition if Settlor's Husband Fails to Survive Settlor by Six Months. If the Settlor's husband fails to survive the Settlor by six months, the Trustee shall distribute the Trust Fund to the Settlor's children, in equal shares; provided, that if any of Settlor's children predecease Settlor, then Trustee shall distribute such child's share to his issue, per stirpes, who survive Settlor, subject to the paragraph entitled Distribution to Minor Beneficiaries, or if such child leaves no issue surviving Settlor, then to Settlor's issue, per stirpes, who survive Settlor.

4.04 Grandchild's General Power of Appointment. In the event that any grandchild of Settlor receives a share in the Trust pursuant to paragraph 4.03 herein and distribution of said share to such grandchild is deferred pursuant to the paragraph entitled Distribution to Minor Beneficiaries, said grandchild is hereby given a general power of appointment to his or her estate or to any third person as such grandchild shall appoint by Will, such power to be exercised by said grandchild alone and in all events. The laws of the State of Oklahoma shall govern the validity of any interest created by the exercise of this power of appointment.

4.05 Disposition in Event of Failure or Death of All Beneficiaries. If no person survives prior to final disposition of all the trusts who can qualify as a beneficiary under the provisions of this Article, then the Trustee shall distribute all of the trust assets to the Settlor's then surviving heirs-at-law as determined under the statutes and case law of Oklahoma which are in effect at that time as though the Settlor had died immediately after the death of the last surviving trust beneficiary.

4.06 Distribution to Minor Beneficiaries. Subject to the provisions of the paragraph entitled Duration of Trust, the Trustee shall defer payment of any share of the trust principal or income vesting in and payable to any person or persons under age twenty-one (21) (hereinafter called "minor") until the minor reaches age twenty-one (21), but the Trustee, in the Trustee's discretion, may apply to the use of such minor so much of the principal or income thereof as the Trustee may deem advisable. The Trustee may make

payment of any principal or income applicable to the use of the minor: (a) by paying the same to a guardian or other person having the care or control of the minor, whose receipt shall be a full discharge for any such payment; (b) by paying it to a Custodian under the Uniform Gift to Minors Act for the minor, whose receipt shall be a full discharge for any such payment; or (c) by spending it in such manner as the Trustee, in the Trustee's discretion, believes will benefit such minor, including the payment to the minor directly of such sums as the Trustee may approve as an allowance.

4.07 Payments in the Event of Other Disability. If any beneficiary is under a legal disability or, though not adjudged incompetent, is, by reason of illness or mental or physical disability, unable, in the Trustee's opinion, to use or disburse wisely such payment or distribution under the provisions of this Article, then the Trustee may make such payment or distribution for the benefit of such beneficiary in such of the following ways as, in the Trustee's discretion, shall be most desirable: (a) directly to such beneficiary; (b) to the duly qualified legal representative of such beneficiary; (c) to a relative or friend of such beneficiary; or (d) by the Trustee using such payment directly for the benefit of such beneficiary. Distribution to any one or more of the foregoing shall operate as a complete acquittance of the duties of the Trustee to make such payment or distribution.

4.08 Division of Trust Assets. At such time as the Trustee is required to make complete or partial distribution of a trust, or to divide a trust into parts, the Trustee is authorized, in the Trustee's discretion, to distribute or divide the trust assets in kind or in cash, or partly in kind and partly in cash, in undivided interests or otherwise, and the Trustee is authorized to appraise and place values on the separate trust assets and may use such values as the basis for distribution in kind or for division in kind. The power of the Trustee to convert assets into cash or other assets shall not terminate at the time required for distribution, but shall continue for a reasonable time thereafter to assist the Trustee in making an orderly distribution of the assets comprising the trust.

4.09 Duration of Trust. A trust created herein shall terminate when all the trust assets shall have been fully distributed as hereinbefore provided, which date of termination shall not in any event be later than twenty-one (21) years after the death of the survivor of any beneficiary in being at the date of the Settlor's death. In the event of termination under the provisions of this paragraph and upon the date thereof, the entire trust shall be distributed to those persons then entitled to the income from such trust in the proportion that such income is distributable, or if the income is distributable among a class of beneficiaries in the discretion of the Trustee, then equally to the members of such class, regardless of the age which any distributee otherwise entitled shall have attained.

4.10 Exercise of Powers of Appointment. A power of appointment or right of withdrawal granted herein may be exercised by the holder thereof only if specific reference to the power granted herein is made in the document purporting to exercise such power. In determining whether and to what extent a power of appointment granted herein has been exercised by Will, the Trustee may rely upon any instrument admitted to probate as the Will of the holder of the power.

The Trustee may act as if the holder died intestate if the Trustee has no actual notice of a Will within three (3) months after the holder's death. A power of appointment exercisable by deed or right of withdrawal may be exercised only by appropriate written instrument signed by the holder and delivered to the Trustee during the holder's lifetime.

ARTICLE V

POWERS OF TRUSTEE

The Trustee or any successor trustee shall have the following powers, all of which shall be exercised in a fiduciary capacity:

5.01 Investment in Insurance Contracts. To invest in life insurance, endowment and other forms of life insurance contracts upon the life of a beneficiary or upon the life or lives in which any beneficiary shall have an insurable interest.

5.02 Wasting Assets. To retain or to acquire wasting assets. The Trustee shall have no duty to sell wasting assets or to apportion any of the income therefrom (such as lease bonuses or any depletable portion with respect to income from such assets) to principal, but the Trustee may transfer income from such wasting assets to principal in such amounts as the Trustee, in the Trustee's discretion, may determine from time to time.

5.03 Unproductive Assets. To retain or to sell, in the Trustee's discretion, unproductive assets. The Trustee shall have no duty to apportion any principal to income, but may make an equitable apportionment to income if, in the Trustee's discretion, such is necessary to prevent injustice.

5.04 Specific Authority to Own Mineral Properties. To hold, buy, sell or exchange oil and gas or other mineral properties (including interests in deposits of other natural resources). To execute leases on such properties for periods extending beyond the term of the trust. To execute subleases and farmout agreements. To carve out or reserve such mineral interests as the Trustee deems advisable or expedient. To execute unitization and pooling agreements. To exchange undivided interests in mineral properties for interests in other properties.

5.05 Borrowing. To borrow money from others or from a Trustee of the trust and to mortgage or pledge any of the trust assets for that purpose even though the term of the loan may extend beyond the duration of the trust. To renew existing loans or to refinance debts.

5.06 Selling. To sell and convey any of the trust assets or any interest therein, or to exchange the same for other property, for such price or prices and upon such terms as the Trustee, in the Trustee's discretion, may deem advisable for the best interest of the trusts and the beneficiaries hereunder, and to execute and deliver any deeds, receipts, releases, contracts or other instruments necessary in connection therewith.

5.07 Lending. To lend money to any person or persons, including partnerships, fiduciaries and corporations, upon such terms and with such security as the Trustee, in

the Trustee's discretion, may deem advisable for the best interest of the trusts and the beneficiaries hereunder.

5.08 Fiduciary Standard. To act freely under all or any of the powers given to the Trustee in all matters concerning the trusts herein created, after forming a judgment based upon all the circumstances of any particular situation as to the wisest and best course to pursue in the best interest of the trusts and the beneficiaries hereunder, without the necessity of obtaining the consent or permission of any person interested therein or of any court, and notwithstanding that the Trustee may also be acting as trustee of other trusts, or as agent for other persons or corporations interested in the same matters; provided, however, that the Trustee shall exercise such powers at all times in a fiduciary capacity primarily in the best interest of the beneficiaries hereunder. With respect to statutes contained in Title 60, Oklahoma Statutes (1971), as amended, the provisions of Section 175.12 (Trustee selling to self as trustee of another trust) are waived as to any Trustee and the provisions of Sections 175.9 (Trustee lending funds to self, affiliate, etc.), 175.11 (Trustee buying from, or selling to, self, affiliate, etc.) and 175.13 (Trustee purchasing stock, bond or securities of self, affiliate, etc.) are waived as to any individual Trustee. No Trustee shall deal with any person with respect to any of the trust assets for less than an adequate consideration in money or money's worth.

5.09 Allocation of Tax Deductions. To allocate and apportion the state and federal income tax deductions for depletion and depreciation (and for any other apportionable tax deductions) to a trust or to the income distributee or distributees thereof. In allocating or apportioning such tax deductions or in designating the source of any income distributed or accumulated, the Trustee may take into consideration the respective income tax benefits available therefrom to the distributee or distributees and to the Trustee, from information furnished or known to the Trustee.

5.10 Source of Distribution. To designate the source of any distribution, as between principal and income. To allocate different classes of income to different beneficiaries, in equal or varied proportions. To specify the amount of each class of income distributed and to whom so distributed.

5.11 Classification of Receipts and Disbursements. To determine, in the absence of specific instructions herein, what constitutes principal and income and to determine whether a distribution or disbursement should be charged to principal or income. In making such determinations, the Trustee shall follow generally accepted trust accounting principles.

5.12 Registration of Property. To register any trust assets in the name of the Trustee or the Trustee's nominee, or to hold it unregistered or in such other form that the title shall pass by delivery, but without thereby increasing or decreasing the Trustee's liability as Trustee.

5.13 Purchase of Investments at Premium or Discount. In purchasing investments, to charge the premium to or credit the discount against principal, or to amortize such premium or such discount.

5.14 Additional Statutory Powers. To enjoy all of the powers provided by and to administer the trusts herein created in accordance with Sections 161 (Property in which trustee may invest - Judgment and care required), 162 (Common trust funds) and 163 (Retention of property originally received) of Title 60, Oklahoma Statutes (1971), as amended, and the Oklahoma Trust Act, as amended, presently codified as Sections 175.1-175.53 of Title 60, Oklahoma Statutes (1971), all subject to specific provisions contained herein.

5.15 Creation of Partnership or Organization of Corporation. To transfer assets of any trust created herein to a corporation in return for stock or securities of that corporation. To enter into a partnership agreement concerning any property which forms part of a trust created herein upon such terms and conditions as shall be in the best interest of the trust and to transfer assets to a partnership pursuant to a partnership agreement. To hold or retain any partnership interest the Settlor may own at the date of Settlor's death and to participate in any such partnership as either general or limited partner. To enter into agreements with the partners of any partnership in which any trust herein created may have an interest for the organization of a corporation and the transfer of the partnership assets to such corporation on such terms as are in the best interest of the trust.

5.16 Consolidation of Trust. To consolidate any trust created hereunder with another trust when the beneficiaries and their respective interests are the same and when the provisions regarding investments and distributions of principal and income are substantially similar.

5.17 Investment Counsel. To retain investment counsel and to accept and act upon the recommendations of such investment counsel and, at any time, to delegate to any investment counsel such ministerial or discretionary powers and authority with respect to the investment and reinvestment of the trust assets as the Trustee, in the Trustee's discretion, shall deem appropriate.

5.18 Options. To purchase and sell option contracts which give the Trustee or another the option to buy or sell, at a future time, any stock or security of any company.

5.19 Margin Trading. To use brokerage firm margin accounts to acquire additional investments for the trust.

ARTICLE VI

ADDITIONAL ADMINISTRATIVE PROVISIONS

6.01 No Accounting to Court. The Trustee shall not be required to account to any court for the administration of the trusts, but shall furnish periodic reports of the administration to those beneficiaries entitled to receive distribution of income from the trust for which such report is furnished regardless of whether such income distributions are absolute or in the discretion of the Trustee.

6.02 Reliance by Third Parties on Trustee's Authority. No person, firm or corporation dealing with the Trustee with reference to any of the trust assets, if acting in good faith, shall be required to ascertain the authority of the Trustee, nor to see to the performance of the

Trustee's duties, nor to be responsible in any way for the proper application of funds or properties paid or delivered to the Trustee for the account of the trusts, but, if acting in good faith, such person, firm or corporation may deal with the Trustee as though the Trustee were unconditional owner of the trust assets.

6.03 Distribution on Cash Basis. Except as otherwise provided herein, income for the purposes of making distributions shall be on a cash basis, and, when any beneficiary receiving income from a trust shall die, any income that is accrued or undistributed shall belong to, and be paid to, the next succeeding income beneficiary or beneficiaries; provided that if income required to be distributed (for a fiscal year of the trust closed prior to such beneficiary's death) from a trust has not been distributed to the deceased beneficiary to whom it is required to be distributed, such income shall be distributed to such beneficiary's estate.

6.04 Spendthrift Trusts Created. No interest of any beneficiary of any trust created herein, either in income or in principal, shall be subject to pledge, assignment, sale or transfer, in any manner, nor shall any beneficiary have power in any manner to anticipate, charge or encumber his interest either in income or in principal, nor shall such interest of any beneficiary be liable or subject in any manner while in the possession of the Trustee, for the debts, contracts, liabilities, engagements or torts of such beneficiary. Provided, however, that nothing contained herein shall prevent a trust beneficiary from assigning all or any portion of his or her right to income in the trust created for such beneficiary, to or for the benefit of the issue of such beneficiary or to the spouse of the issue of such beneficiary.

6.05 Adopted Children. The Settlor intends that the terms "issue," "child" or such other term denoting a descendant shall be construed to include those persons who trace their relationship through adoption, as well as through birth.

6.06 Savings Clause. In the event any clause, provision or provisions of this trust prove to be adjudged invalid for any reason, the Settlor directs that such invalid or void clause, provision or provisions, shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as legally possible.

6.07 Clarification of the Term "Trustee". Whenever in this Trust Agreement the Settlor uses the term "Trustee," the same shall be construed to include the plural of the term, if applicable.

ARTICLE VII

7.01 Special Provisions With Respect to Use of Trust Assets. The Trustee is authorized, in the Trustee's discretion:

(a) To lend assets of this trust to the personal representative of the estate of the Settlor upon such terms and conditions as are fair and equitable to this trust and the beneficiaries hereunder, to be used by such personal representative in paying taxes, claims, administration expenses or debts of the estate of the Settlor; or

(b) To use funds of this trust to purchase assets from the estate of the Settlor at a fair price and upon such terms as the Trustee deems advisable for the protection of the beneficiaries hereunder and for the convenience of the personal representative of the estate of the Settlor; or

(c) To pay estate, inheritance, transfer or succession taxes, claims, administration expenses or debts of the estate of the Settlor, to the extent such items are not paid by the personal representative of the estate of the Settlor.

It is not intended that the personal representative or any beneficiary of the estate of the Settlor shall have any right of apportionment or claim over and against the Trustee for the payment of any debts, claims, taxes or expenses payable out of the probate estate of the Settlor. If the Trustee elects to pay the estate, inheritance, transfer or succession taxes, claims, administration expenses or debts of the estate of the Settlor as permitted under Paragraph 7.01(c), then all such payments shall be made exclusively from the assets distributable pursuant to paragraph 4.02(b) herein entitled Distribution to Children. The Trustee shall not, in exercising the powers under Paragraph 7.01(c) use the proceeds of any payment received into this trust from a qualified pension or profit sharing plan. All other provisions of this trust providing for the distribution of trust income or principal, after the death of the Settlor, are subject to the right of the Trustee to withhold in whole or in part such distributions, pending the determination by the Trustee of the actions to be taken under this paragraph.

7.02 Special Provision With Respect to Payment of Federal Estate Tax. The Trustee is directed to pay any federal estate tax due with respect to the Settlor's estate for federal estate tax purposes in an amount not less than the smaller of (a) the par value plus accrued interest of all treasury bills, notes and certificates of indebtedness issued by the United States redeemable at par value in payment of federal estate taxes held by the Trustee at the death of the Settlor, and (b) the amount of the federal estate tax due with respect to the Settlor's estate for federal estate tax purposes.

7.03 Additional Property. The trust estate may be increased from time to time by the addition of such cash or property acceptable to the Trustee, as may be added by the Settlor, or any other person, with the consent of the Settlor and the Trustee, and the Trustee shall receive, hold, manage, invest and reinvest any such cash or property in accordance with the provisions of this Trust Agreement.

7.04 Amendment and Revocation. The Settlor reserves the right at any time, or from time to time, without the consent of any person and without notice to any person other than the Trustee, to revoke or modify the trust herein created in whole or in part, to change the beneficiaries hereof, or to withdraw the whole or any part of the trust assets by written notice of such revocation, modification, change or withdrawal delivered during the Settlor's lifetime to the Trustee. No modification or change which substantially increases the obligations or duties of the Trustee shall be binding upon the Trustee then in office without consent. Upon the death of the Settlor, the terms and provisions of this Trust Agreement shall become irrevocable.

7.05 Family History. As of the date of execution of this Trust Agreement, the Settlor is married and the name of her spouse is Melvin R. Lohmann. They have the following named children: Jed A. Lohmann, Jon M. Lohmann and Jack R. Lohmann.

7.06 Residence. If the Settlor's residence shall become an asset of this trust, then the Trustee shall allow the Settlor and her husband for and during their lifetimes and during the lifetime of the survivor to have the use and benefit of such residence without payment of rent.

IN WITNESS WHEREOF, the Settlor has executed this Trust Agreement the day and year first above mentioned.

Dorothy E. Lohmann
Dorothy E. Lohmann

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State on this 19 day of August, 1981, personally appeared Dorothy E. Lohmann, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Diane Bright
Notary Public

My Commission Expires:
January 19, 1982

DIANE DRIGHT NOTARY PUBLIC IN AND FOR OKLAHOMA COUNTY, STATE OF OKLAHOMA CITY, OKLA.

ACCEPTANCE

The undersigned hereby accepts the terms and conditions expressed in the foregoing Trust Agreement.

Dorothy E. Lohmann
Dorothy E. Lohmann

TRUSTEE

EXHIBIT "A"

TO

DOROTHY E. LOHMANN

1981 REVOCABLE TRUST AGREEMENT

---

1. Brokerage Account #23-39782-67 at Bache & Company, 901 N.E. Loop 410, San Antonio, Texas 78209.

2. The West Fifty (50) feet of Lot Three (3) and the East Fifty (50) feet of Lot Four (4), Block Two (2), BROWN MOORE ADDITION to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof.

3. Lots numbered 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, in Block 36, each lot being 25 x 140 feet bounded on the East by Fourth Avenue, on the West by Third Avenue and on the South by Pitkin Street. All located in the Town of Frisco, County of Summit, State of Colorado.

4. An undivided one-half (1/2), as tenant in common, in:

   An undivided one-half (1/2) interest in and to Lots 11 and 12, Block 36, in the Town of Frisco, Summit County, State of Colorado.

Please record and index against:

The NE¼SE¼ and the S½SE¼ of Section 10; Lots 2, 3, 4, 5, 6, 7 and the W½NE¼, and the S½NW¼ and the NW¼SW¼ of Section 11; Lots 1, 2 and the NE¼NW¼ of Section 14, and Lots 1 and 2 of Section 15, all in Township 31 North, Range 109 West of the 6th P.M., Sublette County, Wyoming; also including all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7, Section 11, Lots 1 and 2, Section 14, and Lots 1 and 2, Section 15, Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming.

226

AGREEMENT FOR WARRANTY DEED—FORM NO. 14 THE MILLS COMPANY, SHERIDAN

THIS AGREEMENT, Made and entered into this 29th day of September 1981, by and between HAROLD REACH and LEDA I. REACH, husband and wife,

of Pinedale, Sublette County, State of Wyoming, of the first part, and WILLIAM LEE TOMASINI and VERDA JEAN TOMASINI, husband and wife, as tenants of an estate by the entireties with full right of survivorship,

of Box 162, Point of Rocks, 82942, Sweetwater County, State of Wyoming, of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of ($ 1,053.08) One Thousand Fifty-three and 08/100 - - - - - - - - - - - - - - - - - DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to 3/12 of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: Lot 6 Rocky Roads Subdivision as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; to prior mineral reservations of record; and to Restrictions Governing Rocky Roads Subdivision recorded in the office of the County Clerk 8/17/78, in Book 34 of Misc., page 335. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

SOLD FOR Nine Thousand Forty-eight and 08/100 - DOLLARS ($9,048.08) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said parties of the first part, their heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$1,053.08 down; balance of $7,995.00 payable in 24 equal monthly payments of $372.64 which include interest at the rate of 11% per annum, first said payment due 10/18/81; succeeding payments due the 18th day of each month thereafter until paid in full.

186902

RECORDED December 1 1981 2:00 P M
IN BOOK 39 Misc PAGE 226
FEES $ 2.00 Leo J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by Donna McGuire

Payable at the office of Harold Reach with interest at the rate of 11 per cent per annum from date. Interest payable included. If principal or interest is not paid when due, the same to draw 11 per cent interest per annum from maturity until paid.

Right to accelerate payments in any multiple of $1,000.00 or the entire balance then due on any payment date and thus reduce interest is hereby granted by parties of the first part.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said parties of the first part, their heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than None Dollars, in favor of and payable to parties of the first part, as their interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of

Harold Reach — Harold Reach
Leda I. Reach — Leda I. Reach
William Lee Tomasini — William Lee Tomasini
Verda Jean Tomasini — Verda Jean Tomasini

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Harold Reach and Leda I. Reach, this 30th day of Sept, 1981.

Witness my hand and official seal.

Donna E. Sievers, Notary Public
County of Sublette State of Wyoming

Donna E. Sievers
Signature
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me by WILLIAM LEE TOMASINI and VERDA JEAN TOMASINI this 30th day of September, 1981.

Witness my hand and official seal.

Caroline Williamson
Notary Public

NOTARY PUBLIC

My commission expires: 11/2/82

ASSIGNMENT

_____ 19____

For VALUE RECEIVED, _____hereby assign unto _____

all_____right, title and interest in and to the within contract, and I authorize the part_____of the first part therein to execute a deed to said_____or to_____heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS_____ _____

Party of the Second Part.

Consent is hereby given for the above assignment. _____

Party of the First Part.

DATE		TOTAL PAYMENT		INTEREST		PRINCIPAL		BALANCE		BY

228

United States Department of the Interior

IN REPLY REFER TO
2800 (460)
W-77197

BUREAU OF LAND MANAGEMENT
Rock Springs District Office
Pinedale Resource Area
P.O. Box 768
Pinedale, Wyoming 82941

T. 32 N., R. 108 W.,
Within sections 7, 8, and 1
Sublette County, Wyoming

RIGHT-OF-WAY

By decision of the Bureau of Land Management, United States Department of the Interior, a right-of-way is hereby granted to the grantee named below for the purposes and duration herein defined. This right-of-way grant is issued pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976, 43 U.S.C. 1761-1771 (1976).

There is hereby reserved to the Secretary of the Interior, or his lawful delegate, the right to grant additional rights-of-way or permits for compatible uses on, over, under, or adjacent to the land involved in this grant.

SERIAL NUMBER: W-77197 DATE OF FILING: September 25, 1981

186346

NAME OF GRANTEE: Mr. and Mrs. Bruce C. Gooch
Box 1603, South Park Route
Jackson, Wyoming 83001

AUTHORIZED USE: Access road (per application)

RECORDED Oct 2 1981 2:00 P.M
IN BOOK 39 Misc PAGE 228
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK by [illegible]

MAP DESIGNATION: Boulder Quad - 7½-minute series
Boulder Lake Quad - 7½-minute series
Two Butes Resv. Quad - 7½-minute series
Pinedale Quad - 7½-minute series

DURATION OF GRANT: 30 years, to expire Sept. 30, 2011.

This right-of-way is granted with the right of renewal at the end of its term as set forth in 43 CFR 2803.6-5(a) (1980).

RENTAL: Subject to appriased fair market value. Advance rental of $25.00 is acknowledged.

This grant is subject to all valid rights existing on the below stated date of execution. The grant, if issued for a term of 20 years or more shall be reviewed at the end of the first 20 years and every 10 years thereafter. The right-of-way shall be relinquished to the United States if the authorized use is no longer needed. A transfer of the right-of-way will be made in accordance with the regulations; no transfer will be recognized unless it is approved by an authorized officer of the Bureau of Land Management.

If the grantee or his successor in interest violates any of the terms and conditions of this grant, or if rental is not paid as required by the regulations, the Secretary of the Interior or his lawful delegate, after giving written notice and an opportunity to cure the noncompliance; or if by its terms the grant is an easement, an opportunity for a hearing, may declare this grant terminated in whole or in part pursuant to Section 506 of the Federal Land Policy and Management Act. This grant is subject to the attached stipulations consisting of 2 pages which are incorporated herein.

DATE: 10-1-81

Fred L. Wyatt
For the District Manager

Enclosures
1. Standard Stipulations

Standard Stipulations
Case No. W-77197

1. This right-of-way is subject to all applicable regulations contained in 43 CFR 2800 as they now exist or as they may hereafter be revised. By signing below, the holder agrees to abide by these regulations and by the following stipulations. The regulations in 43 CFR 2800 relating to this grant are not repeated in the following stipulations. A copy of the applicable regulations will be provided upon request.

2. Any cultural resource (historic or prehistoric site or object) discovered by the holder or any person working on his behalf, shall be immediately reported to the authorized officer. Holder shall suspend all operations in the area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the BLM to determine appropriate actions to prevent the loss of significant cultural values. The holder will be responsible for the cost of evaluations and for mitigation. Mitigation may include rerouting or excavation, and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

3. Holder shall conduct all activities directly or indirectly associated with the construction, operation and maintenance of this facilitity within the limits of this right-of-way. In the event that areas outside of the right-of-way are needed, holder shall obatin a separate authorization for that use.

4. Whenever the authorized officer identifies a weed control problem, the holder will be responsible for weed control on disturbed areas within the exterior limits of the grant, lease or permit. The holder is responsible for consultation with local county weed and pest supervisors for the most appropriate weed control methods. Pesticides shall be used in accordance with written instructions from the authorized officer. These instructions should be obtained prior to December 1 if use is planned for the next year. Emergency use may occur with approval from the authorized officer. Pesticides shall not be permanently stored on public lands authorized for use under this grant.

5. Holder shall construct, operate, and maintain the facilities and structures within this grant in strict conformity with the descriptive and technical data which was furnished the Bureau of Land Management in connection with the application for this grant. Any relocation, additional construction, or use which is not in accord with such data may not be initiated without prior written approval of the authorized officer. A copy of the complete application and a copy of the grant stipulations shall be avaliable on location during construction and rehabilitation to all supervisory personnel and to the authorized officer. Noncompliance with the above will be grounds for the authorized officer to shut down the operation until compliance is obtained.

Case No. W-77197

6. Prior to abandonment of the right-of-way, the grantee shall contact the authorized officer to arrange a joint inspection of the right-of-way area. The inspection will be held to agree on an acceptable abandonment and rehabilitation plan. The authorized officer must approve the plan in writing prior to holder commencing any abandonment and rehabilitation activities.

7. Applicant agrees to submit a final survey map within 60 days from date of grant.

I have read the grant and Stipulations 1 through 7 and do hereby agree to all terms and conditions.

I certify that I am financially capable of constructing and maintaining this right-of-way.

Bruce C. "Buty" Gooch — Name — 9-30-81 — Date

Mary Ann Gooch — Name — 9-30-81 — Date

[redacted] AGREEMENT FOR WARRANTY DEED—FORM NO. 14 [redacted]

All Sold
Spra[redacted]l, Ill
62703

THE MILLS COMPANY, BOISE, IDAHO

THIS AGREEMENT, Made and entered into this 10th day of July 1979, by and between VICTOR D. FULK, a single man,

of Pinedale, Sublette County, State of Wyoming, of the first part, and ROBERT L. FALZONE and SHARRON FALZONE, husband and wife, as tenants of of an estate by the entireties with full right of survivorship,

P.O. Box 159
of Mechanicsburg, SANGAMON County, State of Illinois, of the second part,

WITNESSETH, That the party of the first part, for and in consideration of the sum of ($ 2,000.00) Two Thousand and No/100 - DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; does hereby for himself and his heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to 1/2 of the taxes of A. D. 1979 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: Lot 107 Unit C Big Country Ranches Fourth Filing as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining, all water and water rights, ditch and ditch rights thereunto appertaining; SUBJECT TO easements and rights of way of record or in use; to reservations and restrictions contained in U.S. patents; to prior mineral reservations of record; and to Restrictions Governing Big Country Ranches filed 10/3/78 in Book 34 of Misc.,page 534. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

SOLD FOR Nineteen Thousand Five Hundred and No/100 DOLLARS ($19,500.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said party of the first part, his heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$2,000.00; balance of $17,500.00 payable in 120 monthly payments of $221.69 which include interest at the rate of 9% per annum, first said payment due 8/30/79; succeeding payments due the 30th day of each month thereafter until paid in full.

RECORDED Oct 5 '81 12 PM
IN BOOK 39 Misc PAGE 231
Feb 6 00 Lou J Yak COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McInnis

186964

of Pinedale

Payable at the office of First National Bank with interest at the rate of 9 per cent per annum from date. Interest payable included. If principal or interest is not paid when due, the same to draw 9 per cent interest per annum from maturity until paid.

Right to accelerate payments in any multiple of $1,000.00 or the entire balance then due on any payment date after January 1, 1980, is hereby granted by party of the first part.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said party of the first part, his heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than None Dollars, in favor of and payable to party of the first part, as his interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of

Victor D. Fulk
Victor D. Fulk

Robert L Falzone
Robert L. Falzone

Sharron Falzone
Sharron Falzone

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Victor D. Fulk,

this 9th day of October, 1979.

Donna E. Sievers - Notary Public
Witness my hand and official seal.
County of Sublette State of Wyoming
My commission expires April 22, 1982

Donna E Sievers
Signature
Notary Public
Title of Officer

My Commission Expires: 4/22/82

231

STATE OF Illinois)
) ss.
COUNTY OF Sangamon)

The foregoing instrument was acknowledged before me by ROBERT L. FALZONE and SHARRON FALZONE this 6th day of August, 1979.

Witness my hand and official seal.

Betty Jean Pucinski
Notary Public

JEAN PUCINSKI NOTARY PUBLIC SANGAMON CO. ILL.

My commission expires: October 1982

ASSIGNMENT

_____ 19 ____

For VALUE RECEIVED, _____ hereby assign unto _____ all _____ right, title and interest in and to the within contract, and I authorize the part_____ of the first part therein to execute a deed to said _____ or to _____ heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS _____ _____
Party of the Second Part.

Consent is hereby given for the above assignment. _____
Party of the First Part.

DATE		TOTAL PAYMENT		INTEREST		PRINCIPAL		BALANCE		BY

BILL OF S[redacted] ORM NO. 6 [redacted] [redacted] S COMPANY, SHERIDAN

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That WILLIAM T. WILLS and ANNE W. WILLS, husband and wife,

of the County of Sublette and State of Wyoming

the party of the first part, for and in consideration of the sum of

Ten and No/100 DOLLARS

lawful money of the United States of America, to them in hand paid by

JOHN W. DOWNS

the party of the second part, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto the said party of the second part and to his heirs, executors, administrators and assigns,

Toro 8 h.p. snow blower
Kitchen wood stove
Kitchen electric range
Refrigerator
Washer and dryer
Kitchen table w/3 straight chairs
All drapes
All furniture in cabin, except refrigerator
Wood stove in garage
Fire tools
Green sofa and green chair
Oak desk w/chair
Deer-foot lamp
Chest in upstairs bath
3 beds in upstairs bedroom, plus dresser and mirror
Meat block on porch
Wood rack on porch
Homemade 2-wheel trailer
3 sections of scaffolding
1 barrel of linseed oil
1 barrel of fence-post treatment
300-gallon water tank for livestock
1 tank heater
Wood stove in living room
Rectangular mirror in downstairs bath
Lamp light fixture in upstairs bedroom

All items to be in good working order on date of actual transfer, June 1, 1982.

TO HAVE AND TO HOLD the same to the said party of the second part, his heirs, executors, administrators and assigns forever. And they do for their, heirs, executors, administrators covenant and agree to and with the said party of the second part, his heirs, executors, administrators and assigns to warrant and defend the sale of said property, goods and chattels hereby made unto the said party of the second part, his heirs, executors, administrators and assigns against all persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, We have hereunto set our hands and seals the 22nd day of July 1981.

Signed, Sealed and Delivered in presence of

William T. Wills (SEAL)

Anne W. Wills (SEAL)

(SEAL)

(SEAL)

ACKNOWLEDGMENT

186977

State of WYOMING
County of SUBLETTE } ss.

RECORDED Oct 6 1981 11:30 A
IN BOOK 32 Misc PAGE 233
FEES 4.00 Lesli York COUNTY CLERK
SUBLETTE COUNTY CLERK
Leslie York Deputy

The foregoing instrument was acknowledged before me by William T. Wills and Anne W. Wills, husband and wife, this 22 day of July, 1981.

Witness my hand and official seal.

[illegible] NOTARY

Signature
NOTARY PUBLIC
Title of Officer

My Commission Expires: My Commission expires February 22, 1983

233

234

AGREEMENT FOR WARRANTY DEED—FORM NO. 14 THE MILLS COMPANY, SHERIDAN

THIS AGREEMENT, Made and entered into this 13th day of August 1981, by and between PINE TREE INDUSTRIES, INC., a Wyoming corporation,

of Pinedale, Sublette County, State of Wyoming, of the first part, and DAVID E. SHAFFER, a single man,

of Pinedale, Sublette County, State of Wyoming, of the second part,

WITNESSETH, That the party of the first part, for and in consideration of the sum of ($3,000.00) Three Thousand and No/100 DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said party of the second part, his heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on his part to be kept and performed; does hereby for itself and its heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said party of the second part by a good and sufficient Warranty Deed, subject, however, to 3/12 of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lot Seventeen (17), Scenic View Subdivision as the same appears on the official plat thereof filed in the Office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming; TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and right of way of record or in use; to prior mineral reservations of record; and SUBJECT TO Restrictions Governing Scenic View Subdivision recorded in Book 36 of Misc., page 383, on 2/7/80, in the Office of the County Clerk. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

SOLD FOR EIGHTEEN THOUSAND AND No/100 DOLLARS ($18,000.00)
and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the party of the second part does hereby, for himself and his heirs, executors, administrators and assigns, covenant, promise and agree to and with the said party of the first part, its heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$3,000.00 down; balance of $15,000.00 payable in 10 equal annual payments of $2,654.70, which include interest at the rate of 12% per annum. Annual payments are due on or before one year from date of closing and the same date every year thereafter until paid in full.

186980

RECORDED Oct 6 1981 11:30 A.M.
IN BOOK 37 Misc PAGE 234
FEES 6.00 Lucy J. York COUNTY CLERK
SUBLETTE COUNTY CLERK by Dorothy McClure

Payable at the office of First National Bank of Pinedale with interest at the rate of 12 per cent per annum from date. Interest payable XXXXX included. If principal or interest is not paid when due, the same to draw 12 per cent interest per annum from maturity until paid.

Right to accelerate payments in any multiple of $1,000.00 or the entire balance then due on any payment date and thus reduce interest is hereby granted by party of the first part.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said party of the second part, his heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on his part to be performed, then said party of the first part, its heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said party of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The party of the second part agrees to keep the buildings on said premises insured in a sum not less than None Dollars, in favor of and payable to party of the first part, as its interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of XXXXXXXXXX

ATTEST: Edna E. Hicks
Secretary

PINE TREE INDUSTRIES, INC., a Wyo. Corp
By: Joseph R. Hicks
President

David E. Shaffer
David E. Shaffer

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Joeseph R. Hicks as President and Edna E. Hicks as Secretary of PINE TREE INDUSTRIES, INC., a Wyoming corporation,
this 2 day of October, 1981.

Witness my hand and official seal.

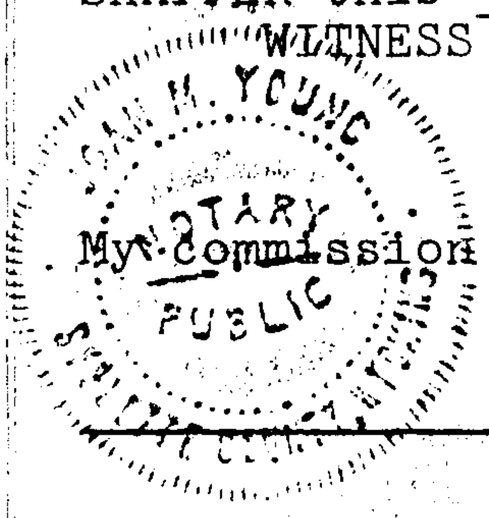
Signature
Notary Public

[redacted]

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by DAVID E. SHAFFER this 2 day of October, 1981.

WITNESS my hand and official seal.



Notary Public

My Commission expires:

My Commission expires February 22, 1983

ASSIGNMENT

_____ 19____

For VALUE RECEIVED, _____hereby assign unto _____

all_____right, title and interest in and to the within contract, and I authorize the part_____of the first part therein to execute a deed to said_____or to_____heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS_____ _____

Party of the Second Part.

Consent is hereby given for the above assignment. _____

Party of the First Part.

DATE		TOTAL PAYMENT		INTEREST		PRINCIPAL		BALANCE		BY

236

AGREEMENT FOR WARRANTY DEED—FORM NO. 14 THE MILLS COMPANY, SHERIDAN

THIS AGREEMENT, Made and entered into this 14th day of September 1981, by and between WILLIAM BEHRING and MARIE BEHRING, husband and wife,

of Pinedale, Sublette County, State of Wyoming, of the first part, and JOHN C. FANTIN and JOSEPHINE FANTIN, husband and wife, as tenants of an estate by the entireties with full right of survivorship,

of 1700 Carson Rock Springs, Sweetwater County, State of Wyoming, of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of ($1,000.00 One Thousand and No/100---------- DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to 3/12 of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Tract 44, Cooley 6th Addition to the Town of Pinedale as the same appears on the plat thereof filed in the Office of the County Clerk of Sublette County, Wyoming; TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

186985

RECORDED Oct 6, 1981 5:00 PM
IN BOOK 39 Misc. PAGE 236
FEES 6.00 Laura J York COUNTY CLERK
SUBLETTE COUNTY CLERK by Dorothy McClure

SOLD FOR One Hundred Five Thousand and No/100--- DOLLARS ($105,000.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said parties of the first part, their heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

A down payment at closing of $50,000.00, which includes the above mentioned $1,000.00. Balance of $55,000.00 shall be paid in 180 equal payments of $660.10, which payments include interest at the rate of 12% per annum, first payment due 11/1/81, and monthly thereafter until paid in full.

Parties of the second part shall allow no liens to mature against the subject property and shall promptly pay for all improvements.

Payable at the office of First National Bank of Pinedale with interest at the rate of 12 per cent per annum from date. Interest payable included. If principal or interest is not paid when due, the same to draw 12 per cent interest per annum from maturity until paid.

Parties of the second part shall provide proof of insurance to parties of the first part at closing. Parties of the seond part shall provide yearly receipts to parties of the first part showing payment of taxes and insurance.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said parties of the first part, their heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than 80,000.00 Dollars, in favor of and payable to parties of the first part, as their interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of

John C Fantin
JOHN C. FANTIN

Josephine Fantin
JOSEPHINE FANTIN

William Behring
WILLIAM BEHRING

Marie Behring
MARIE BEHRING

State of WYOMING
County of Sweetwater } ss.

The foregoing instrument was acknowledged before me by JOHN C. FANTIN and JOSEPHINE FANTIN,

this 18th day of September, 1981.

Witness my hand and official seal.

Linda M Vilso
Signature
Notary Public

STATE OF KANSAS)
) ss.
COUNTY OF SEDGEWICK)

The foregoing instrument was acknowledged before me by WILLIAM BEHRING and MARIE BEHRING this 29th day of October, 1981

WITNESS my hand and official seal.

Faye Fletcher
Notary Public

My commission expi[illegible] FAYE FLETCHER Sedgwick County, Ks. My Appt. Exp. 2-26-83

ASSIGNMENT

_____ 19__

For VALUE RECEIVED, _____hereby assign unto _____

all_____right, title and interest in and to the within contract, and I authorize the part_____of the first part therein to execute a deed to said _____or to_____heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS_____ _____

Party of the Second Part.

Consent is hereby given for the above assignment. _____

Party of the First Part.

DATE	TOTAL PAYMENT	INTEREST	PRINCIPAL	BALANCE	BY

238

AGREEMENT FOR WARRANTY DEED—FORM NO. 14 THE MILLS COMPANY, SHERIDAN

THIS AGREEMENT, Made and entered into this 15th day of Sept 1981, by and between LUCILE H. McCULLOUGH, an unremarried widow,

of Pinedale 82941, Sublette County, State of Wyoming, of the first part, and WALTER E. McCULLOUGH 4010 South Oak Street

of Casper 82601, Natrona County, State of Wyoming, of the second part,

WITNESSETH, That the party of the first part, for and in consideration of the sum of ($10.00) Ten and No/100 - DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said party of the second part, his heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on his part to be kept and performed; do es hereby for herself and her heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said party of the second part by a good and sufficient Warranty Deed, subject, however, to all of the taxes of A. D. 1982 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: Lots Eight (8) and Nine (9), and a quitclaim deed to the South Half ($S\frac{1}{2}$) of Lot Seven (7) Riverside Subdivision as the same appears of record on file in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining and together with miscellaneous personal property located on said premises, excluding all personal property on the list attached hereto as Exhibit "A"; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use and to any reservations of record.

SOLD FOR Fifty-five Thousand and No/100 - - - - - - DOLLARS ($55,000.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the party of the second part do es hereby, for himself and his heirs, executors, administrators and assigns, covenant, promise and agree to and with the said party of the first part, her heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit: Balance of down payment in the amount of $29,990.00 without interest due on or before 2/26/82; balance of purchase price in the amount of $25,000.00 to be paid without interest at a rate of not less than $150.00 per month but a total payment in each calendar year of not less than $4,200.00, first payment due on the 15th day of the month following payment of the balance of down payment, and on the 15th day of each month thereafter until paid in full. Party of the second part reserves the right, which is hereby granted by party of the first part, to pay balance in full at any time and thus receive title to property. Title will remain as presently recorded until final payment has been made.

Payable at the office of Lucile H. McCullough with interest at the rate of 0 per cent per annum from date. ~~Interest payable~~ . If principal or interest is not paid when due, the same to draw 14 per cent interest per annum from maturity until paid.

See Exhibit "B" attached hereto and by this reference made a part hereof as though herein set out in full, for additional conditions.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said party of the second part, his heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on his part to be performed, then said party of the first part, her heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said party of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The party of the second part agrees to keep the buildings on said premises insured in a sum not less than insurable amount Dollars, in favor of and payable to party of the first part, as her interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of

Lucile H. McCullough

Walter E. McCullough

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Lucile H. McCullough,

this 15th day of September, 1981.

Witness my hand and official seal.

Donna E. Sievers - Notary Public
County of State of

Donna E Sievers
Signature
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by WALTER E. McCULLOUGH this 28 day of Sept, 1981.

Witness my hand and official seal.

Frances M McDonald
Notary Public

Frances M. McDonald - Notary Public
County of Natrona State of Wyoming
My Commission Expires June 29, 1985

My commission expires: June 29/85

C

ASSIGNMENT

_____ 19____

For VALUE RECEIVED, _____hereby assign unto _____

all_____right, title and interest in and to the within contract, and I authorize the part_____of the first part therein to execute a deed to said _____or to_____heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS_____ _____
Party of the Second Part.

Consent is hereby given for the above assignment. _____
Party of the First Part.

DATE		TOTAL PAYMENT		INTEREST		PRINCIPAL		BALANCE		BY

240

EXHIBIT "A"

Attachment to Agreement for Warranty Deed between Lucile H. McCullough and Walter E. McCullough dated Sept. 15th 1981.

This contract subject to the following additional conditions:

1. Personal property to be retained by owner, Lucile H. McCullough.
   a. Antuque pieces: Ivory claw-footed chest.
      Knee-hole desk
      Table in living room
      Leather covered (green)chest
   b. Oak dining table and six chairs
   c. Red card table and four leather chairs
   d. Large lamp in Master bedroom
   e. Oak (carved) end table with black marble top
   f. Needlepoint cushion (My old Kentucky Home design)
   g. Oil paintings - Walnut console table (Karpen)
   h. Gifts to LHM of Wallace China -Westward Ho Rodeo Pattern.
      Set of 6 dinner plates -8 salad plates -4 cup & saucers
      one serving dish - one serving platter
   i. Alabaster lamp with Dutch boy and girl
   j. Wine glasses -assorted
   k. Zenith TV
   l. Two green leather chairs (straight back)
   m. " " " " (armchairs)

L A McC
W E McCullough

186932

RECORDED October 7 1981 1:00 P M
IN BOOK 37 Misc PAGE 238
FEES $10.00 Dorothy M. Lewis COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

EXHIBIT "B"

Attachment to Agreement for Warranty Deed between Lucile H. McCullough and Walter E. McCullough dated August 15th, 1981.

This contract subject to the following additional conditions:

1. Payment of all expenses, taxes and maintenance pertaining to normal up-keep and use of the property will be shared equally between the parties; utilities will be paid on a forty per cent (40%) basis to party of the first part and sixty per cent (60%) to party of the second part. All of the proportions of these expenses will be subject to change on an annual basis starting January 1, 1982, depending upon proportion of use by the parties.

2. Party of the first part retains right to use the property until full payment has been made. Should she desire sole and exclusive occupancy for reasonable periods, she will advise party of the second part of her intentions by March 1st of each year.

3. Should party of the second part die during the term of this agreement, or before the full amount ($55,000.00) has been paid, and title to the property reverts by operation of law to party of the first part (title now being held jointly between the parties hereto) party of the second part's estate shall be entitled to reimbursement of all monies paid towards purchase of this property plus $5,000.00 previously paid towards improvements on the property and all reasonable monies subsequently paid to the improvement of the property without interest, within one (1) year of notice of death.

4. During the course of the agreement, Walter E. McCullough may continue a program of improvements and construction without the approval of details of Lucile H. McCullough, which construction will cause the least inconvenience and discomfort to all parties as can reasonably be expected. Under no circumstances would any changes involve the bedroom/bath quarters currently occupied by party of first part. Improvements not to exceed $2,000.00 per year over the six year period or however long the settlement requires.

5. Proceeds from any insurance claims resulting from damage or destruction of the property will be shared between the parties equally during the period of this agreement; cost of repairs or replacements paid from insurance proceeds will also be shared equally.

6. In the event party of the first part should predecease party of the second part, and title to the hereinbefore described property passes to party of the second part because of survivorship, party of the first part also agrees that her Will shall also provide for reimbursement to party of second part of all monies actually received in payment under this contract, if there remains sufficient estate after payment of specific bequests in any amount and to any beneficiary to be determined at the sole discretion of party of the first part.

W E McCullough Lucile H. McCullough

242

A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

RECORDED January 7 TO 81 1:45 PM
IN BOOK 39 Misc PAGE 242
FEE $8.00 Jane J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

V. L. LOONEY being first duly sworn upon his oath, according to law, deposes and says:

1-

That by written agreement heretofore made this affiant, V. L. LOONEY, and PATRICIA E. LOONEY, husband and wife, of Pinedale, Wyoming, Parties of the First Part under said agreement and denoted therein as "Seller", did agree to sell and to convey the following described real estate situate in the County of Sublette and State of Wyoming, to-wit:

That part of the S/2 NE/4 and N/2 SE/4 of Section 5, Township 34 North, Range 112 West, Sublette County, Wyoming, described as follows:

Beginning at the east one-quarter corner of said Section 5; thence S00°-01.5'E, 786.33 feet along the east line of said Section 5, to a point in the center-line of the Daniel-Merna County Road No. 23-112;

Thence N67°-53.5'W, 768.94 feet along said center-line to a point of intersection with the center-line of Horseshoe Road;

Thence along the center-line of Horseshoe Road as follows:

Thence N68°-15.5'W, 242.54 feet to a point;

Thence N70°-58.1'W, 336.82 feet to a point;

Thence N37°-47.9'W, 118.32 feet to a point;

Thence N05°-47.0'W, 209.70 feet to a point;

Thence N20°-32.2'E, 217.54 feet to a point;

Thence N15°-09.3'E, 168.68 feet to a point;

Thence N21°-14.1'E, 660.70 feet to a point;

Thence N53°-10.0'E, 578.82 feet to a point;

Thence S89°-59.3'E, 519.17 feet along a line parallel with and offset, southerly, 15 feet, from the north line of said S/2 NE/4 to a point on the east line of said Section 5, which point is S00°-19.0'E, 15.00 feet of the northeast corner of said S/2 NE/4;

Thence S00°-19.0'E, 1334.24 feet along the east line of said Section 5 to the corner of beginning;

Encompassing an area of 48.44 acres, more or less;

the base bearing for this survey is the north line of the NE/4 of Section 6, T34N, R112W;

SUBJECT TO an easement for the northerly, westerly and southwesterly 15 feet for Horseshoe Road;

SUBJECT TO an easement for the southerly 30 feet for Daniel-Merna County Road No. 23-112;

Each "corner" marked by a 2" galvanized steel pipe 28" long with brass cap inscribed "PAUL N SCHERBEL RLS164 BIG PINEY WYOMING" and appropriate details;

Each "point" marked by a 3/8 X 12" steel spike;

All in accordance with a map prepared for V. L. Looney dated 1 September 1981 and filed in the office of the Clerk of Sublette County;

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO easements and rights of way of record or in actual use for telephone lines, electric transmission lines, and irrigation ditches and canals, AND SUBJECT FURTHER TO all outstanding mineral interests, BUT OTHERWISE FREE AND CLEAR of all exceptions, reservations, defects and encumbrances;

unto DALE R. HOUGHTALING and DEBORAH J. HOUGHTALING, husband and wife, whose mailing address is P. O. Box 70, Granger, Wyoming 82934, Parties of the Second Part under said agreement and in said agreement denoted as "Purchaser";

2-

That upon payment for said real estate as provided in said agreement Seller will convey said real estate by statutory form of warranty deed unto the Purchaser;

3-

Possession of the real estate above described has been delivered unto Purchaser and Purchaser may hold possession thereof under the terms of the said agreement;

4-

Said agreement contains the usual and customary provisions for recovery of the property and termination of the interests of Purchaser in event of default in the payment of the purchase price, interest and other material covenants of the said agreement;

5-

All taxes levied upon said property in the year 1981 and prior thereto will be paid by Seller;

6-

All taxes levied upon said property in the year 1982 and thereafter are by the terms of said agreement to be paid by the Purchaser.

V. L. Looney
V. L. LOONEY

Subscribed and sworn to before me this 7th day of October, 1981.

FAYE HAMMONS Notary Public
County of Sublette State of Wyoming
My Commission expires November 22

Faye Hammons
Notary Public

My commission expires: 11/22/83

BILL-OF-SALE

ITEM: Cemetery Lot

DESCRIPTION: Lot 8, Block 13 in the PINEDALE CEMETERY

EDD ROLLER and ELAINE ROLLER, undersigned, in consideration for the sum of TEN DOLLARS ($10.00), sell to PHILIP MICHAEL MAHAR the cemetery lot described above.

In testimony of the foregoing we affix our respective signatures to this document, on this 7th day of November 1981.

Edd Roller
EDD ROLLER

Elaine Roller
ELAINE ROLLER

STATE OF NEVADA)
)ss.
County of Clark)

Subscribed and sworn before me on this 7th day of November 1981.

Ruby J. Perry
Notary Public

Notary Public-State of Nevada
CLARK COUNTY
Ruby J. Perry
My Appointment Expires June 19, 1984

186996

RECORDED November 7 1981 4:40 P M
IN BOOK 39 Deeds PAGE 245
FEES $4.00 Lila Jean COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by Deputy

245

A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

MELVIN M. DAVID being first duly sworn upon his oath, according to law, deposes and says:

1-

That by written agreement heretofore made this affiant, MELVIN M. DAVID and MARILYN M. DAVID, husband and wife, of Daniel, Wyoming 83115, Parties of the First Part under said agreement and denoted therein as "Seller", did agree to sell and to convey the following described real estate situate in the County of Sublette and State of Wyoming, to-wit:

Township 35 North, Range 113 West of the 6th P.M.

Section 14 - W/2 NW/4, NW/4 SW/4
Section 15 - E/2 E/2

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO all roads, telephone transmission lines, electric transmission lines, irrigation ditches and canals in use and situate upon the above described property or as the same may appear of record in the office of the Sublette County Clerk of Sublette County, Wyoming, AND SUBJECT FURTHER TO all outstanding mineral interests and all restrictions of record;

unto DAVID W. FREEMAN and SALLY B. FREEMAN, husband and wife, whose mailing address is 37 Little John Lane, Rockledge, Florida 32955, Parties of the Second Part under said agreement and in said agreement denoted as "Purchaser";

2-

That upon payment for said real estate as provided in said agreement Seller will convey said real estate by statutory form of warranty deed unto the Purchaser;

101002

RECORDED October 8 19 81 8:00 A
IN BOOK 39 Misc PAGE 246
FEES $6.00 Lora J. Yost COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3-

Possession of the real estate above described has been delivered unto Purchaser and Purchaser may hold possession thereof under the terms of the said agreement;

4-

Said agreement contains the usual and customary provisions for recovery of the property and termination of the interests of Purchaser in event of default in the payment of the purchase price, interest and other material covenants of the said agreement;

5-

All taxes levied upon said property in the year 1981 and prior thereto will be paid by Seller;

6-

All taxes levied upon said property in the year 1982 and thereafter are by the terms of said agreement to be paid by the Purchaser.

Melvin M. David
MELVIN M. DAVID

Subscribed and sworn to before me this 30th day of September, 1981.

Faye Hammons
Notary Public

My commission expires:

FAYE HAMMONS Notary Public
County of Sublette State of Wyoming
My Commission expires November 22, 1983

247

248

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

Civil Action No. 2840

RICHARD OGLESBY,

Plaintiff,

vs.

RONALD G. LUNDBERG, TERRY A. POLLARD and WHITE PINE LIMITED PARTNERSHIP,

Defendants.

FILED
BY: Ellen L. Neely
SEP 15 1981
ELLEN L. NEELY
CLERK OF DIST. COURT
PINEDALE, WYO.

CERTIFICATE OF SHERIFF'S SALE

Under and by virtue of a Judgment and Execution entered in the above entitled cause in favor of Richard Oglesby, Plaintiff therein, and against Terry A. Pollard and White Pine Limited Partnership, two of the Defendants therein, on 2-28-80 the undersigned was directed to advertise and sell, according to law, certain property, all of which more fully appears on Exhibit A attached hereto and by this reference incorporated herein as if set out in full.

I, William P. Slatter, Sheriff of the County of Sublette, State of Wyoming, do hereby certify that I have advertised and on this day sold at public auction according to law and after due and legal notice, all the right, title and interest of Terry A. Pollard and White Pine Limited Partnership, in and to the property as listed on said Exhibit A attached hereto.

Said property was sold to RICHARD OGLESBY, Purchaser, for the sum of $200,000.00 Dollars ($200,000.00). Such Purchaser was the highest bidder at such sale and such sum of Dollars ($200,000.00) was the whole price paid for said property.

I hereby certify that the said Richard Oglesby, Purchaser, shall be entitled to immediate possession of said property so sold subject to the rights of claimants or lienors prior to the plaintiff.

DATED this 19 day of April, 1980.

WILLIAM P. SLATTER, SHERIFF

BY: Steve W Pollard
Deputy

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Steve W. Pollard, this 19th day of April, 1980.

Witness my hand and official seal.

Notary Public

My commission expires:
March 22, 82

RECORDED Oct 15 19 81 at 2:05 P.M.
BOOK 89 248

EXHIBIT A

PROPERTY UPON WHICH EXECUTION HAS BEEN LEVIED

Main Lodge and Motel (9,000 sq. ft.)
2 - Log Cabins
1 - Storage Shed
Original Log Lodge (Renovated into modern living quarters)
No light fixtures, no appliances, no fireplace.
1 - Tack Barn (24x28 - metal)
1 - House Trailer - 1966 Nashua 1210 Series with Sears wood burning fireplace
Existing packing area - Docks, hitch rails, grain boxes, etc.
Existing corrals and fences (including newly fenced lower pasture) with approximately 1½ miles of buck and pole fence.
1 - Horse shoeing machine (assorted horse shoes, nails, horse shoeing equipment)
1 - Power sander for horse shoeing machine
1 - International 4x4 1700 truck with Sidewinder snowplow
1 - 200 gallon fuel tank with stand
~~2 - 500 gallon fuel tanks on ski hill~~ H.R
2 - Propane tanks (200 gal.)
~~1 - 500 gallon fuel oil tank for trailer utilities~~ H.R

Utilities:
Water - Well and pump
Electricity (Lincoln Service)

Assorted Tools:
15 - Riding saddles
15 - Pack saddles
20 - Halters
10 - Bridles
7 - Sets of bag panniards
7 - Sets of box panniards
45 - Horse hair blankets
5 - Cool back blankets
Complete pack trip service for 10 people
Assorted other camping equipment

Motel Equipment:
18 - Double beds with mattress
25 - Single beds with mattress
11 - Easy chairs
11 - Straight back chairs
2 - Rollaway beds
7 - Table lamps
10 - Ceiling lamps
11 - Dressing tables with mirrors
20 - Bathroom mirrors
9 - Kleenex dispensers
21 - Upholstered benches
26 - Assorted wastepaper receptacles
11 - Shower curtains
70 - Assorted sheets
40 - Blankets
29 - Bedspreads
34 - Mattress pads
45 - Pillows
22 - Bath towels
8 - Face towels
20 - Metal lockers
1 - GE Washer
1 - Whirlpool Dryer
11 - End tables

Kitchen Equipment:
Vulcan Natural Gas Range, Style 865, No. G (X164)
Vulcan Natural Gas Grill, No. 6234, Style 665
Vulcan Natural Gas Deep Fryer, No. 7390, Style 865
2 - Tyler reach-in refrigerator, No. 484-102, No. 484-116, Style 47EA
3 - Hardwood kitchen tables
3 - Stainless steel kitchen tables
1 - U.S. Berkel meat slicer, electric, No. 1-26-5422
1 - Toastmaster bread toaster No. DX66194
1 - Whirlpool Ice Magic ice maker
1 - Cocoa Supreme hot chocolate maker
1 - Brewmatic Diplomat 11 coffee maker
1 - Tyler upright deep freeze (refrigerator)
Assorted pots, pans, and cooking utensils

Restaurant Equipment:
70 - Dining room chairs
20 - Dining room tables
1[illegible] - Counter stools
2 - High chairs
1 - Brown nagahyde couch
1 - Brown nagahyde chair
1 - National (standard manual) cash register
Assorted plates, cups, silverware

Ski Hill:
1 - Poma lift ski tow (new 1979 engine and new safety system)
1 - Rope tow ski lift with electric motor
3 - Ski shack operator stations
1 - Ski patrol shack
1 - Stihl brush beater and chain saw combinations
1 - Thiocol snow cat with packers
Assorted snow fence
Assorted tools
Assorted first aid equipment

Ski Shop:
Rentals skis, boots, poles and bindings, (Hart skis, Look, GT and Soloman bindings, Munari boots)
32 - Sets of skis
19 - Poles
37 - Pairs of boots
Assorted tools and equipment

Miscellaneous:
Taxidermy work in Lodge includes:
1 - Pheasant
1 - Antelope
~~1 - Caribou~~ N.R.
~~1 - Mountain goat~~ N.R.
1 - Jackalope
1 - Snow Blower
3 - Wildlife prints with glass and frames
~~1 - Coin operated candy machine~~ N.R.
1 - Standard regulation pool table
1 - McCullouch chain saw
Assorted harness and collars
Sports show booth and assorted booth signs
Ping pong table
Menus and signs in Lodge
Misc. signs in Lodge yard
Gift shop case in Lodge
2 - Metal watering troughs
2 - Wood office file cabinets
1 - Large grain bin
1 - Registered White Pine Lodge horse brand

Sweeney Lakes Hunting Camp Equipment:
1 - 16'x20' Cook tent and tent frame
1 - 10'x12' Guide sleeping tent and frame
2 - 12x14 Hunter sleeping tents and frames
2 - Propane tanks
Assorted wood heating stoves
Assorted cooking stoves - both wood and propane
Assorted tools
Eating tables, etc.

Horses and Mules:
5
6 - Pack lash laniards

The State of Wyoming
County of Sublette
I, J. Ellen Neely, Clerk of the Ninth Judicial District Court within and for said County and in the State aforesaid Do Hereby Certify the foregoing to be a Full, True and Complete Copy.
Dated: [illegible] Neely

252

AGREEMENT FOR WARRANTY DEED—FORM NO. 14 THE MILLS COMPANY, SHERIDAN

THIS AGREEMENT, Made and entered into this 9th day of October 19 81, by and between DONALD D. SHRIVER and CHARLENE G. SHRIVER, husband and wife,

of Pinedale, Sublette County, State of Wyoming, of the first part, and JAMES R. RUGH and LORI SUE RUGH, husband and wife, as tenants of an estate by the entireties with full right of survivorship

of Pinedale, Sublette County, State of Wyoming, of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of ($ 1,000.00) One Thousand and 00/00 DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to proration of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lot Number Forty-One (41), Half Moon Mountain Subdivision, Fourth Filing, located in T33N, R108W, of the 6th P.M., Sublette County, Wyoming, as the same appears of record in the office of the Sublette County Clerk; TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions of record or in use; SUBJECT TO easements and rights-of-way of record or in use; SUBJECT TO those covenants of Half Moon Mountain Subdivision recorded July 3, 1973, in Book 29 of Misc., page 69, SUBJECT TO any and all building reservations and restrictions of record or in use.

SOLD FOR Seventeen Thousand and 00/00------- DOLLARS ($ 17,000.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said parties of the first part, their heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

The sum of $1,000.00 to be paid to Sellers by Buyers at the time of signing this Agreement. The balance of $16,000.00 to be payable in ten (10) annual installments, the first said payment due on October 1, 1982, in the sum of $2,604.00 and annually thereafter until the balance of principal and interest is paid in full.

187018

RECORDED October 13 1981 10:40 A M
IN BOOK 39 Misc PAGE 252
FEES 4.00 Carol York COUNTY CLERK
SUBLETTE COUNTY CLERK by Dorothy McClure

Payable at the ~~office of~~ Donald D. Shriver with interest at the rate of 10 per cent per annum from date. Interest payable annually. If principal or interest is not paid when due, the same to draw 10 per cent interest per annum from maturity until paid.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said parties of the first part, their heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The part of the second part agrees to keep the buildings on said premises insured in a sum not less than no Dollars, in favor of and payable to parties of the first part, as their interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of

James R. Rugh
JAMES R. RUGH

Lori Sue Rugh
LORI SUE RUGH

Donald D. Shriver
DONALD D. SHRIVER

Charlene G. Shriver
CHARLENE G. SHRIVER

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Donald D. Shriver, Charlene G. Shriver, James R. Rugh and Lori Sue Rugh,

this 9th day of October, 19 81.

Witness my hand and official seal.

JOHNA M. RUSSELL HODGES NOTARY PUBLIC

John M. Russell Hodges
Signature
Notary Public

[redacted] [redacted] [redacted]

[redacted] AGREEMENT FOR WARRANTY DEED—FORM NO. 14 [redacted] THE MILLS COMPANY, [redacted]

THIS AGREEMENT, Made and entered into this 9th day of October 19 81, by and between DONALD D. SHRIVER and CHARLENE G. SHRIVER, husband and wife,

of Pinedale, Sublette County, State of Wyoming, of the first part, and JOHN N. OVERGAAG and MICHELLE A. OVERGAAG, husband and wife, as tenants of an estate by the entireties with full right of survivorship

of Pinedale, Sublette County, State of Wyoming, of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of ($1,000.00) One Thousand and 00/00 DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to proration of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lot Number Thirty-Seven (37), Half Moon Mountain Subdivision, Fourth Filing, located in T33N, R108W, of the 6th P.M., Sublette County, Wyoming, as the same appears of record in the office of the Sublette County Clerk; TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions of record or in use; SUBJECT TO easements and rights-of-way of record or in use; SUBJECT TO those covenants of Half Moon Mountain Subdivision recorded July 3, 1973, in Book 29 of Misc., page 69, SUBJECT TO any and all building reservations and restrictions of record or in use.

SOLD FOR Seventeen Thousand and 00/00 DOLLARS ($17,000.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said parties of the first part, their heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

The sum of $1,000.00 to be paid to Sellers by Buyers at the time of signing this Agreement. The balance of $16,000.00 to be payable in ten (10) annual installments, the first said payment due on October 1, 1982, in the sum of $2,604.00 and annually thereafter until the balance of principal and interest is paid in full.

187019

RECORDED October 13 1981 10:00 A.M.
IN BOOK 39 Misc. PAGE 253
FEES 4.00
COUNTY CLERK
SUBLETTE COUNTY CLERK by Dorothy McClure

Payable at the office of Donald Shriver with interest at the rate of 10 per cent per annum from date. Interest payable annually. If principal or interest is not paid when due, the same to draw 10 per cent interest per annum from maturity until paid.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said parties of the first part, their heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than no Dollars, in favor of and payable to parties of the first part, as their interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of

John N. Overgaag
JOHN N. OVERGAAG

Michelle A. Overgaag
MICHELLE A. OVERGAAG

Donald D. Shriver
DONALD D. SHRIVER

Charlene G. Shriver
CHARLENE G. SHRIVER

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Donald D. Shriver, Charlene G. Shriver, John N. Overgaag, and Michelle A. Overgaag,

this 9th day of October, 19 81.

Witness my hand and official seal.

[redacted] NOTARY

[redacted]
Signature
Notary Public
Title of Office

My Commission Expires: [redacted]

253

Right-of-Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged,

HOWARD BALLEW, KARL M. JOHNSON, BLAKE C. VANDEWATER, and ANDREW A. HARROWER, SR.
tenents in common (sales agreement from Gordon and Margaret Mickelson)
of the County of Sublette **and State of** Wyoming

hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

That part of the NW¼NW¼ of Section 14, N½N½ of Section 15, SE¼NE¼ of Section 17, T33N, R113W, Sublette County, Wyoming being part of that tract of record in the Office of the Clerk of Sublette County in Book 35 of Miscellaneous on page 290 lying and being situate within the bounds of NORTH COTTONWOOD COUNTY ROAD NO. 23-129 described as follows:

See exhibit "A"

137039

RECORDED October 13 19 81 3:00 PM
IN BOOK 39 Misc PAGE 254
FEES $ no fee Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Shreve

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;,

Grantee agrees to construct culverts of suitable size across such ditches annd laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this _____ **day of** _____ **, 19** _____ **.**

Howard Ballew

Karl M. Johnson

Blake C. Vandewater

Andrew A. Harrower, Sr.

STATE OF WYOMING)
)§
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Howard Ballew, Karl M. Johnson, Blake C. Vandewater and Andrew A. Harrower, Sr.
this 13th **day of** October **, 19** 81 .

Witness my hand and official seal.

COUNTY CLERK

My term expires: Jan.3, 1983

Lois J. Yake by Dorothy M Shreve deputy
Sublette County Clerk

254

DESCRIPTION FOR

NORTH COTTONWOOD COUNTY ROAD NO. 23-129

To-wit:--

That part of the SW¼SE¼, S½SW¼ of Section 11, N½NW¼ of Section 14, N½N½ Section 15, N½NE¼, N½NW¼, SW¼NW¼ of Section 16, S½N½ of Section 17, S½N½ of Section 18, T33N, R113W, and that part of the S½N½ of Section 13, S½NE¼, NW¼SE¼, SE¼NW¼, N½SW¼, SW¼SW¼ of Section 14, S½SE¼ of Section 15, N½NE¼, NE¼NW¼, S½NW¼, NW¼SW¼ of Section 22, N½SE¼, SW¼SE¼ of Section 21, NW¼NE¼, NE¼NW¼, S½NW¼ of Section 28, S½NE¼ of Section 29, T33N, R114W, Sublette County, Wyoming lying and being situate within the bounds of NORTH COTTONWOOD COUNTY ROAD NO. 23-129 described as follows:

A strip of land sixty feet in width with the center-line described as follows:

BEGINNING at Station 0+00=Station 886+84.6 within the right-of-way for Cottonwood-Ryegrass County Road No. 23-117, N06°-24'-13"E, 344.2 feet from the west witness corner for the north one-quarter corner of said Section 14, T33N, R113W;
thence S65°-16'-54"W, 653.5 feet to Station 6+53.5;
thence N86°-44'-00"W, 487.6 feet to Station 11+41.1;
thence S60°-58'-58"W, 189.5 feet, more or less, to Station 13+30.6 on the north line of said Section 14, N89°-47'W, the base bearing for this survey, 1206.52feet from the north one-quarter corner of said section;
thence continuing S60°-58'-58"W, 704.1 feet, more or less, to Station 20+34.7;
thence S78°-34'-39"W, 324.9 feet to Station 23+59.6;
thence S89°-01'-25"W, 467.9 feet, more or less, to Station 28+27.5 on the east line of Section 15, S00°-02'E, (BLM Record) 419.2 feet from the north-west corner of said Section 14;
thence continuing S89°-01'-25"W, 87.5 feet, more or less, to Station 29+15.0;
thence S80°-44'-33"W, 540.7 feet to Station 34+55.7;
thence S72°-31'-07"W, 493.7 feet to Station 39+49.4;
thence S85°-51'-43"W, 1439.7 feet to Station 53+89.1;
thence S79°-49'-01"W, 1039.7 feet to Station 64+28.8;
thence S86°-39'-17"W, 525.3 feet to Station 69+54.1;
thence N82°-09'-52"W, 347.6 feet to Station 73+01.7;
thence N76°-29'-41"W, 559.6 feet to Station 78+61.3;
thence N70°-41'-42"W, 344.0 feet, more or less, to Station 82+05.3 on the west line of said Section 15, S00°-02'E, (BLM Record) 738.4 feet from the north-west corner of said Section 15, T33N, R113W;
thence continuing N70°-41'-42"W, 39.3 feet, more or less, to Station 82+44.6;
thence N77°-17'-22"W, 1668.6 feet to Station 99+13.2;
thence S87°-22'-13"W, 674.5 feet to Station 105+87.7;
thence S74°-03'-46"W, 262.8 feet to Station 108+50.5;
thence S62°-16'-22"W, 988.7 feet to Station 118+39.2;
thence S69°-33'-26"W, 959.5 feet to Station 127+98.7;
thence S78°-53'-32"W, 464.0 feet to Station 132+62.7;
thence S86°-39'-32"W, 463.5 feet, more or less, to Station 137+26.2 on the west line of said Section 16, T33N, R113W, S00°-39'-27"E, 1441.0 feet from the northwest corner of said Section 16;
thence continuing S86°-39'-32"W, 1731.0 feet, more or less, to Station 154+57.2;
thence N88°-45'-24"W, 774.8 feet to Station 162+32.0;
thence S85°-06'-37"W, 1363.0 feet to Station 175+95.0;
thence S89°-04'-18"W, 1243.9 feet to Station 188+38.9;
thence N83°-49'-43"W, 203.6 feet, more or less, to Station 190+42.5 on the west line of said Section 17, T33N, R113W, S00°-11'-03"W, 1686.3 feet from the northwest corner of said Section 17;

Paul N. Scherbel
SURVEYOR SCHERBEL, LTD.
Registered Land Surveyor No. 164
Big Piney, Wyoming 83113

thence continuing N83°-49'-43"W, 420.5 feet, more or less, to Station 194+63.0;
thence N79°-46'-24"W, 1225.1 feet to Station 206+88.1;
thence S88°-24'-17"W, 1406.6 feet to Station 220+94.7;
thence S80°-24'-26"W, 1202.7 feet to Station 232+97.4;
thence S82°-58'-10"W, 1047.9 feet, more or less, to Station 243+45.3 on the west line of Section 18, T33N, R113W, S00°-20'-50"W, 1774.7 feet from the northwest corner of said Section 18;
thence continuing S82°-58'-10"W, 122.5 feet, more or less, to Station 244+67.8;
thence S80°-26'-46"W, 3314.1 feet to Station 277+81.9;
thence S86°-55'-02"W, 1956.4 feet, more or less, to Station 297+38.3 on the west line of said Section 13, N00°-23'-26"E, 146.2 feet from the west one-quarter corner of said Section 13;
thence continuing S86°-55'-02"W, 2700.4 feet, more or less, to Station 324+38.7;
thence S62°-16'-03"W, 429.8 feet to Station 328+68.5;
thence S55°-21'-33"W, 2582.0 feet to Station 354+50.5;
thence S55°-05'-01"W, 104.6 feet, more or less, to Station 355+55.1 on the west line of said Section 14, T33N, R114W, N00°-17'-42"E, 904.1 feet from the southwest corner of said Section 14;
thence continuing S55°-05'-01"W, 1561.4 feet, more or less, to Station 371+16.5 on the south line of said Section 15, T33N, R114W, N89°-33'-52"W, 1366.14 ft from said southwest corner of Section 14;
thence continuing S55°-05'-01"W, 2692.5 feet, more or less, to Station 398+09.0;
thence S56°-10'-40"W, 1332.8 feet to Station 411+41.8;
thence S58°-16'-12"W, 904.9 feet, more or less, to Station 420+46.7 on the west line of said Section 22, T33N, R114W, S00°-08'-04"W, 176.3 feet from the west one-quarter corner of said Section 22;
thence continuing S58°-16'-12"W, 131.3 feet, more or less, to Station 421+78.0;
thence S50°-02'-09"W, 2033.5 feet to Station 442+11.5;
thence S38°-04'-20"W, 1245.1 feet to Station 454+56.6;
thence S31°-56'-44"W, 122.4 feet, more or less, to Station 455+79.0 on the south line of said Section 21, T33N, R114W, S89°-13'-03"E, 124.6 feet from the south one-quarter corner of said Section 21;
thence continuing S31°-56'-44"W, 370.5 feet, more or less, to Station 459+49.5;
thence S40°-32'-15"W, 839.0 feet to Station 467+88.5;
thence S47°-43'-39"W, 906.3 feet to Station 476+94.8;
thence S42°-48'-22"W, 279.0 feet to Station 479+73.8;
thence S54°-57'-24"W, 218.7 feet to Station 481+92.5;
thence S71°-46'-08"W, 509.9 feet to Station 487+02.4;
thence S79°-25'-18"W, 257.4 feet to Station 489+59.8;
thence N88°-55'-38"W, 238.4 feet, more or less, to Station 491+98.2 on the west line of said Section 28, T33N, R114W, N00°-03'W, (BLM Record) 539.6 feet from the west one-quarter corner of said Section 28;
thence continuing N88°-55'-38"W, 860.9 feet, more or less, to Station 500+59.1;
thence N67°-09'-12"W, 378.1 feet to Station 504+37.2;
thence N76°-18'-35"W, 186.1 feet to Station 506+23.3;
thence S86°-34'-28"W, 445.7 feet to Station 510+69.0;
thence S76°-01'-26"W, 826.2 feet, more or less, to Station 518+95.2 the POINT OF ENDING on the west line of the S½NE¼ of Section 29, T33N, R114W, S00°-21'-16"W, 2122.9 feet from the north one-quarter corner of said Section 29;

all in accordance with the plat prepared and filed for record in the Office

of the Clerk of Sublette County for NORTH COTTONWOOD COUNTY ROAD NO. 23-129.

13 August 1981

J. Scherbel
SURVEYOR SCHERBEL, LTD.
Registered Land Surveyor No. 164
Pinedale, Wyoming 83113

Notice: Acceptance and recordation of the foregoing description terminates liability of the surveyor.

256

257

SEP 30 REC'D

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF)
)
WILLIAM H. STONG,) Probate No. 1077
)
deceased.)

ORDER APPROVING FINAL REPORT AND ACCOUNTING
AND
DECREE OF DISTRIBUTION

WHEREAS William W. Cramer, petitioner herein, the duly qualified and acting personal representative of the estate of WILLIAM H. STONG, deceased, did file the final report and accounting and petition for orders and decrees of distribution and discharge with this court on the 8th day of September, 1981, which said petition prayed for an order approving final report and accounting and decree of distribution, and Bob McNeel of Bondurant, Sublette County, Wyoming, as the sole devisee, legatee and beneficiary under the last will and testament of William H. Stong, deceased, and being the sole person entitled to distribution of the estate of said decedent, did join in the aforesaid final report, accounting and petition for distribution and did represent therein that he had read and understood and, by his signature affixed thereto, did approve the said final report, accounting and petition for distribution in all respects, and did further waive hearing thereon and notice of the time and place thereof;

And the aforesaid final report, accounting and petition for distribution having been set down for hearing before the court at 10:00 o'clock a.m. on the 25th day of September, 1981, at the courtroom of the courthouse of Sublette County and the same coming on now for hearing and the court having examined said final report,

FILED
BY: Ellen L. Neely
OCT - 5 1981
ELLEN L. NEELY
CLERK OF DISTRICT COURT
PINEDALE, WYO

187040

RECORDED October 13 1981 3:45 P M
IN BOOK 3 OF 257

accounting and petition for distribution and no objections thereto being on file or otherwise properly brought to the attention of the court, and

The court having found that the said report and accounting does represent truly the administration and condition of the said estate and does show that the petitioner in fact has administered the said decedent's estate in a prudent manner and according to law; and that said petition does contain a proposed schedule of distribution, which properly reflects the provisions of the decedent's will;

NOW, THEREFORE, upon the motion of John S. Mackey as attorney for said personal representative, and no objection being made thereto,

THE COURT DOES ORDER, ADJUDGE AND DECREE:

1-

That the said final report and accounting heretofore filed by the petitioner be, and the same is hereby approved and allowed;

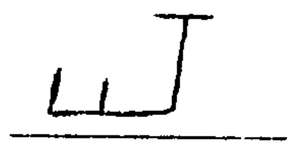
2-

That the residue of said estate of William H. Stong, deceased, hereinafter particularly described, and remaining in the hands of said personal representative, and any other property not now known or discovered, which may belong to the said estate, or in which the estate may have any interest, be, and the same is hereby distributed unto BOB McNEEL of Bondurant, Sublette County, Wyoming, as the sole devisee, legatee and beneficiary named in the last will and testament of William H. Stong, deceased;

The following is a particular description of said residue of estate referred to herein and of which distribution is ordered, adjudged and decreed, as aforesaid, to-wit:

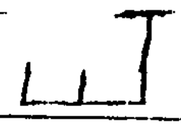
Personal property -

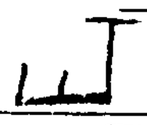
1- 1967 Chevrolet 1-ton truck,
V.I.N. CS337Z166135

2- Wyoming livestock brand 

3- Livestock as follows:

42 cows branded 

14 yearling heifers branded 

49 mixed cows branded 

2 draft horses branded 

4- Native hay in stacks - 50.tons - 2 years old

5- Machinery and equipment:

300 International wheel tractor

35 Massey Ferguson tractor

Side rake

Small tools

6- Personal effects and household furnishings

7- Livestock grazing permit from United States Forest Service for 67 head of cattle on the Bridger-Teton National Forest

8- 9/10 of 1% overriding royalty interest in United States oil and gas lease, Cheyenne 030080(a), Sheep Creek Field, Fremont County, State of Wyoming

Real estate -

1- Lots 2, 3 and 4, Block 3, and Tract A, Shelter Park Townsite, Sublette County, Wyoming

2- Township 37 North, Range 113 West of the Sixth Principal Meridian

Section 26 - NE/4 SW/4 NE/4,
W/2 SW/4 NE/4,
E/2 SE/4 NW/4,
NE/4 SW/4,
NE/4 NW/4 SW/4,
S/2 NW/4 SW/4,
SW/4 SW/4

(land description cont'd)

Section 27 - SE/4 SW/4
S/2 SE/4

Section 34 - NW/4 NE/4

DATED this 30 day of Sept, 1981.

Robert B. Ranck
ROBERT B. RANCK, District Judge

The State of Wyoming
County of Sublette

I, Ellen Neely, Clerk of the Ninth Judicial District Court within and for said County and in the State aforesaid Do Hereby Certify the Foregoing to be a Full, True and Complete Copy.

Signed: Ellen Neely

260

261

4

A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

On October 7, 1981, Good Land & Cattle as Seller, and John R. Skorcz, Lilla K. Skorcz, Donald D. Skorcz, Virginia G. Skorcz, Ronald G. Young and Frances L. Young, as Buyers, entered into an Agreement for Installment Sales Contract whereby Seller agreed to sell, and Buyers agreed to buy the following described real property, to-wit:

Township 37 N., Range 110 W.
Section 2: SW¼SE¼, consisting of approximately 40 acres, more or less,

in accordance with the provisions, terms, covenants and conditions contained in said Agreement for Installment Sales Contract. Said Agreement for Installment Sales Contract provides, among other things, that upon Buyers' full payment to Seller of the total purchase price and interest, Seller shall convey the above property to Buyers by a good and sufficient Warranty Deed. Said Agreement also provides that if Buyer fails to make payments in accordance with the terms of the Agreement for Installment Sales Contract, or otherwise defaults thereunder, the Agreement may be terminated at the option of the Seller.

This document is not a contract between the parties and in no way modifies, clarifies, interprets, or affects the Agreement for Installment Sales Contract aforesaid. This document is intended as a notice to any concerned party that Seller and Buyers have entered into a written contract relating to the aforesaid property.

(SEAL)
Attest:
Secretary

SELLER:

GOOD LAND & CATTLE

BY: Richard L. Goodman
President

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

On this 7th day of October, 1981, before me personally appeared Richard L. Goodman to me personally known, who, being by me duly sworn, did say that he is the President of Good Land & Cattle and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said secretary acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires Feb. 5 1984.

Given under my hand and notarial seal this 7th day of October, 1981.

Verna Young
Notary Public

VERNA YOUNG - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYO
187043

RECORDED October 14 1981 8:00
IN BOOK 39 Misc PAGE 261

AGREE[redacted]OR WARRANTY DEED—FORM NO. 1[redacted] THE MILLS COMPANY, [redacted]

THIS AGREEMENT, Made and entered into this 24th day of September 1981, by and between KEITH L. CHENEY and MARJORIE CHENEY, husband and wife, 799 E. Westbrook Road, Kaysville 84037

of Kaysville, Davis County, State of Utah, of the first part, and RICHARD L. STOTT and NANCY L. STOTT, husband and wife, as tenants of an estate by the entireties with full right of survivorship,

of Pinedale, Sublette County, State of Wyoming, of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of ($ 3,000.00) Three Thousand and No/100 - DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to 3/12 of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: Lots 9 and 10, Block 19, Hennick Addition to the Town of Pinedale, Wyoming, as the same appear on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming; together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

SOLD FOR Seventeen Thousand and No/100 - - - - - DOLLARS ($ 17,000.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said parties of the first part, their heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:
$3,000.00 down; balance of $14,000.00 payable in 120 monthly payments of $200.87 which include interest at the rate of 12% per annum, first said payment due 11/1/81; succeeding payments due the 1st day of each month thereafter until paid in full.

187044

RECORDED October 14 1981 11:04 AM
IN BOOK 39 Misc PAGE 262
FEES $6.00 Lee J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by D. McElwee

Payable at the office of Keith L. Cheney with interest at the rate of 12 per cent per annum from date. Interest ~~payable~~ included. If principal or interest is not paid when due, the same to draw 12 per cent interest per annum from maturity until paid.

Right to accelerate payments and thus reduce interest is hereby granted by parties of the first part.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said parties of the first part, their heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than insurable amount Dollars, in favor of and payable to parties of the first part, as their interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

Keith L. Cheney
Marjorie Cheney

Richard L. Stott
Nancy L. Stott

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Richard L. Stott and Nancy L. Stott,

this 5 day of October, 1981.

Witness my hand and official seal.

JOANN [illegible] NOTARY PUBLIC

Notary Public
Title of Officer

My Commission Expires: My Commission expires February 22, 1983

265

STATE OF Utah)
COUNTY OF Davis) ss.

The foregoing instrument was acknowledged before me by KEITH L. CHENEY and MARJORIE CHENEY this 9 day of October, 1981.

Witness my hand and official seal.

Notary Public

My commission expires:

March 2, 1984

ASSIGNMENT

_____ 19____

FOR VALUE RECEIVED, _____ hereby assign unto _____ all _____ right, title and interest in and to the within contract, and I authorize the part_____ of the first part therein to execute a deed to said _____ or to _____ heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS _____ _____
Party of the Second Part.

Consent is hereby given for the above assignment. _____
Party of the First Part.

DATE		TOTAL PAYMENT		INTEREST		PRINCIPAL		BALANCE		BY

Right - of - Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged, _____

LEWIS WILSON, JR. (sales agreement from Frances M. Johnson)

of the County of Sublette and State of Wyoming

hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

That part of the W½SW¼NE¼ of Section 15, T30N, R114W, Sublette County, Wyoming being part of that tract of record in the Office of the Clerk of Sublette County in Book 34 of Miscellaneous on page 681 lying and being situate within the bounds of the MIDDLE PINEY COUNTY ROAD NO. 23-111 described as follows:

See exhibit "A"

187071

RECORDED October 14 19 81 4:45 P M
IN BOOK 39 Misc PAGE 264
FEES $ n/c Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by Dorothy McGuire

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches annd laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 14th day of October, 19 81.

Lewis A Wilson Jr
Lewis Wilson, Jr.

STATE OF WYOMING)
)§
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Lewis A Wilson, Jr.
this 14th day of October, 19 81.

Witness my hand and official seal.

COUNTY CLERK
My term expires: June 3, 1983

Lois J Yake
Sublette County Clerk

DESCRIPTION FOR

MIDDLE PINEY COUNTY ROAD NO. 23-111

To-wit:--

That part of the SW¼NE¼, S½NW¼, NW¼NW¼ of Section 33, NE¼NE¼ of Section 32, S½SE¼, NW¼SE¼, N½SW¼, S½NW¼ of Section 29, SE¼NE¼, N½NE¼ of Section 30, SW¼SE¼, SE¼SW¼, Lot 4 (SW¼SW¼), Lot 3 (NW¼SW¼) of Section 19 of T30N, R113W and the NE¼SE¼, S½NE¼, SE¼NW¼, N½NW¼ of Section 24, NE¼NE¼ of Section 23, S½SE¼, SE¼SW¼, N½SW¼, SW¼NW¼ of Section 14, S½NE¼, SE¼NW¼, N½NW¼ of Section 15, NE¼NE¼ of Section 16, S½S½ of Section 9, SE¼SE¼, N½SE¼, SW¼NE¼, SE¼NW¼, N½NW¼ of Section 8, N½N½ of Section 7 of T30N, R114W, Sublette County, Wyoming lying and being situate within the bounds of MIDDLE PINEY COUNTY ROAD NO. 23-111 described as follows:

A strip of land sixty feet in width with the center-line described as follows:

BEGINNING at Station 0+00 AH=153+00BK, N87°-28'-30"E, 430.1 feet from the center one-quarter corner of said Section 33, T30N, R113W;
thence N58°-30'-43"W, 3344.5 feet to Station 33+44.55; N23°-45'-36"E, 574.3 feet from the southwest corner of the NW¼NW¼ of said Section 33;
thence N54°-34'-30"W, 284.8 feet, more or less, to Station 36+29.3 on the west line of said Section 33, the base bearing for this survey, 637.9 feet from the northeast corner of said Section 33;
thence continuing N54°-34'-30"W, 1019.1 feet, more or less, to Station 46+48.4 on the south line of Section 29, S89°-45'-04"W, 831.3 feet from the southeast corner of said Section 29;
thence continuing N54°-34'-30"W, 2900.95 feet to Station 75+49.35;
thence N48°-31'-48"W, 2076.66 feet to Station 96+26.01;
thence N59°-33'-58"W, 629.89 feet, more or less, to Station 102+55.9 on the west line of said Section 29, S00°-30'-54"W, 1623.2 feet from the northwest corner of said Section 29;
thence continuing N59°-33'-58"W, 323.95 feet to Station 105+79.85, N14°-09'-07"W, 1178.5 feet from the west one-quarter of said Section 29;
thence N57°-30'-53"W, 1413.83 feet to Station 119+93.68;
thence N60°-22'-55"W, 1016.05 feet to Station 130+09.73;
thence N56°-57'-54"W, 257.27 feet, more or less, to Station 132+67.0 on the north line of said Section 30;
thence continuing N56°-57'-34"W, 649.03 feet, more or less, to Station 139+16.03;
thence N49°-10'-37"W, 391.97 feet to Station 143+08.00;
thence N61°-42'-28"W, 399.47 feet to Station 147+07.47;
thence N55°-49'-25"W, 935.71 feet to Station 156+43.18;
thence N65°-58'-25"W, 312.27 feet to Station 159+55.45;
thence N52°-05'-01"W, 809.52 feet to Station 167+64.97;
thence N56°-56'-12"W, 45.73 feet, more or less, to Station 168+10.7 on the west line of said Section 19, S00°-00'E, 538.3 feet from the west one-quarter corner of said Section 19;
thence continuing N56°-56'-12"W, 999.4 feet, more or less, to Station 178+10.10;
thence N59°-05'-38"W, 927.02 feet to Station 187+37.12;
thence N58°-48'-22"W, 837.53 feet to Station 195+74.65;
thence N66°-56'-15"W, 2094.95 feet to Station 216+69.60, N65°-59'-13"E, 969.8 feet from the southwest corner of the NW¼NW¼ of said Section 24;
thence N59°-56'-31"W, 456.93 feet to Station 221+26.53, S36°-42'-58"E, 864.8 feet from the northwest corner of said Section 24;
thence N54°-38'-33"W, 625.77 feet, more or less, to Station 227+52.3 on the west line of said Section 24, S01°-09'-28"E, 331.16 feet from said northwest corner;

N. Scherbel
VEYOR SCHERBEL, LTD
stered Land Surveyor No. 164
Piney, Wyoming 83113

thence continuing N54°-38'-33"W, 574.2 feet, more or less, to Station 233+26.5 on the north line of Section 23;
thence continuing N54°-38'-33"W, 77.02 feet, more or less, to Station 234+03.52, N86°-57'-10"E, 799.7 feet from the northwest corner of the NE¼NE¼ of said Section 23;
thence N41°-15'-09"W, 591.55 feet to Station 239+95.07;
thence N51°-37'-45"W, 125.15 feet to Station 241+20.22;
thence N70°-45'-46"W, 1354.92 feet to Station 254+75.14;
thence N78°-41'-02"W, 602.57 feet to Station 260+77.71;
thence N52°-24'-02"W, 944.0 feet to Station 270+21.71;
thence N58°-18'-52"W, 1341.69 feet to Station 283+63.40, S12°-09'-39"E, 2886.90 feet from the northwest corner of said Section 14 and S69°-58'-11"E, 613.7 feet from the west one-quarter of said Section 14;
thence N61°-12'-02"W, 652.38 feet to Station 290+15.78;
thence N76°-47'-22"W, 6.3 feet, more or less, to Station 290+22.08 on the west line of said Section 14, N00°-41'-30"W, 105.5 feet from the said west one-quarter corner;
thence continuing N76°-47'-22"W, 859.3 feet, more or less, to Station 298+81.40;
thence N68°-48'-05"W, 927.89 feet to Station 308+09.29;
thence N68°-11'-47"W, 1200.16 feet to Station 320+09.45;
thence N53°-13'-19"W, 652.0 feet to Station 326+61.45;
thence N75°-01'-21"W, 967.79 feet to Station 336+29.24;
thence N65°-04'-53"W, 1164.46 feet, more or less, to Station 347+93.7 on the west line of said Section 15, S00°-02'E, 408.5 feet from the northwest corner of said Section 15;
thence continuing N65°-04'-53"W, 421.17 feet, more or less, to Station 352+14.87;
thence N48°-49'-29"W, 358.33 feet, more or less, to Station 355+73.2 on the north line of said Section 16,
thence continuing N48°-49'-29"W, 617.06 feet, more or less, to Station 361+90.26;
thence S86°-50'-39"W, 620.04 feet to Station 368+10.30;
thence S76°-26'-11"W, 643.23 feet to Station 374+58.53;
thence N79°-48'-22"W, 146.87 feet to Station 376+05.40;
thence N62°-00'-07"W, 891.5 feet to Station 334+96.90;
thence N77°-40'-02"W, 218.02 feet to Station 387+14.92;
thence N89°-14'-44"W, 702.78 feet to Station 394+17.70;
thence N74°-29'-41"W, 621.48 feet to Station 400+39.18;
thence N63°-00'-50"W, 529.72 feet, more or less, to Station 405+68.9 on the west line of said Section 9, N00°-03'W, 1091.9 feet from the southwest corner of said Section 9;
thence continuing N63°-00'-50"W, 1096.13 feet, more or less, to Station 416+65.03;
thence N50°-02'-02"W, 245.0 feet to Station 419+10.03;
thence N44°-47'-16"W, 1254.76 feet to Station 431+64.79;
thence N47°-15'-58"W, 867.68 feet to Station 440+32.47
thence N46°-55'-60"W, 1074.59 feet to Station 451+07.06;
thence N63°-48'-04"W, 743.91 feet to Station 458+50.97;
thence N76°-25'-47"W, 241.3 feet to Station 460+92.27;
thence N87°-53'-12"W, 913.33 feet, more or less, to Station 470+05.6 on the west line of said Section 8, S00°-04'E, 947.2 feet from the northwest corner of said Section 8;
thence continuing N87°-53'-12"W, 240.37 feet, more or less, to Station 472+45.97
thence S83°-33'-26"W, 1485.84 feet to Station 487+31.81;
thence N80°-47'-26"W, 248.68 feet to Station 489+80.49;
thence N73°-44'-20"W, 1636.71 feet to Station 506+17.20;
thence N64°-01'-48"W, 571.49 feet to Station 511+88.69;
thence N74°-59'-23"W, 257.28 feet to Station 514+45.97;
thence N88°-41'-11"W, 750.94 feet to Station 521+96.91;
thence N80°-58'-09"W, 157.09 feet, more or less, to Station 523+54.0 on the west line of Lot 1 ($NW\frac{1}{4}NW\frac{1}{4}$) of said Section 7, the Point of Ending,

all in accordance with the plat prepared and filed for record in the Office of the Clerk of Sublette County for MIDDLE PINEY COUNTY ROAD NO. 23-111.

rbel
CHERBEL, LTD
d Surveyor No. 164
yoming 83113

11 August 1981

Monuments on the way of the Survey by these notes terminates liability of the surveyor

267

JOHN S. MACKEY
ATTORNEY AT LAW
P.O. BOX 671
PINEDALE, WYOMING 82941

A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

CROWELL O. DEAN being first duly sworn upon her oath, according to law, deposes and says:

1-

That by written agreement heretofore made this affiant, CROWELL O. DEAN, of Pinedale, Wyoming, Party of the First Part under said agreement and denoted therein as "Seller", did agree to sell and to convey the following described real estate situate in the County of Sublette and State of Wyoming, to-wit:

Lot 5 of Unit 3, Orcutt Hill Subdivision, as the same appears on the plat and map thereof on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming,

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;

BUT SUBJECT, HOWEVER, TO the provisions of United States patents, AND SUBJECT FURTHER TO all easements and rights of way of record or in actual use, AND SUBJECT FURTHER TO that certain declaration of restrictive covenants for Orcutt Hill Subdivision dated November 18, 1971, and filed for record January 7, 1972, in Book 28 of Miscellaneous Records, page 30, office of the Sublette County Clerk of Sublette County, Wyoming;

AND EXCEPTING THEREFROM AND RESERVING unto the Seller and her heirs and assigns forever all oil, gas and other minerals situate in, upon or underlying the above described lands and real estate, TOGETHER WITH the right of ingress and egress thereto to prospect for, mine and remove the same;

unto DONALD R. DRIGGS, whose mailing address is Box 2205, Rock Springs, Wyoming 82901, Party of the Second Part under said agreement and in said agreement denoted as "Purchaser";

187072

RECORDED October 15 19 81 8:00 A M
IN BOOK 39 Misc PAGE 267
FEES $6.00 Doris York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

2-

That upon payment for said real estate as provided in said agreement Seller will convey said real estate by statutory form of warranty deed unto the Purchaser;

3-

Possession of the real estate above described has been delivered unto Purchaser and Purchaser may hold possession thereof under the terms of the said agreement;

4-

Said agreement contains the usual and customary provisions for recovery of the property and termination of the interests of Purchaser in event of default in the payment of the purchase price, interest and other material covenants of the said agreement;

5-

All taxes levied upon said property in the year 1981, and prior thereto, will be paid by Seller;

6-

All taxes levied upon said property in the year 1982, and thereafter, are by the terms of said agreement to be paid by the Purchaser.

Crowell O. Dean
CROWELL O. DEAN

Subscribed and sworn to before me this 14th day of October, 1981.

Faye Hammons
Notary Public

My commission
expires:

FAYE HAMMONS Notary Public
County of Sublette
State of Wyoming
My Commission expires November 22, 1983

FGF

269

A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

On October 9, 1981, Good Land & Cattle as Seller, and Jack McMurry Construction, Inc., as Buyer, entered into an Agreement for Installment Sales Contract whereby Seller agreed to sell, and Buyer agreed to buy the following described real property, to-wit:

Township 37 N., Range 110 W.
Section 11: NE¼NW¼, consisting of approximately 40 acres, more or less,

in accordance with the provisions, terms, covenants and conditions contained in said Agreement for Installment Sales Contract. Said Agreement for Installment Sales Contract provides, among other things, that upon Buyer's full payment to Seller of the total purchase price and interest, Seller shall convey the above property to Buyer by a good and sufficient Warranty Deed. Said Agreement also provides that if Buyer fails to make payments in accordance with the terms of the Agreement for Installment Sales Contract, or otherwise defaults thereunder, the Agreement may be terminated at the option of the Seller.

This document is not a contract between the parties and in no way modifies, clarifies, interprets, or affects the Agreement for Installment Sales Contract aforesaid. This document is intended as a notice to any concerned party that Seller and Buyer have entered into a written contract relating to the aforesaid property.

(SEAL)
Attest:

SELLER:

GOOD LAND & CATTLE

Beverly B Jacobson
Secretary

By: Richard L Goodman
President

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

On this 9th day of Oct., 1981, before me personally appeared Richard L. Goodman to me personally known, who, being by me duly sworn, did say that he is the President of Good Land & Cattle and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said secretary acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires Feb. 5, 1984.

Given under my hand and notarial seal this 9th day of Oct., 1981.

VERNA YOUNG - NOTARY PUBLIC
COUNTY OF [redacted] STATE OF
LARAMIE WYOMING
My Commission Expires Feb. 5 1984

Verna Young
Notary Public

RECORDED October 19 1981 8:00 AM
in Book 39 Misc. Records PAGE 269

187123

[redacted]

RECORDED October 19 1981 9:30A M
IN BOOK 39 Misc PAGE 270
FEES $ 4.00 Lois J Yuke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted]

187125

by Dorothy M. Steele

NOTICE OF CONTRACT INTEREST

TO WHOM IT MAY CONCERN:

TAKE NOTICE that William Mizell and Jessie McIntire, both single persons, entered into a contract of sale on June 15, 1980, as sellers, with Edwin G. Hamilton and Marilyn Hamilton, husband and wife, as buyers, covering:

> Lot One (1), in Block Twenty-Six (26) of the Cooley Fifth (5th) Addition to the Town of Pinedale, Sublette County, Wyoming, as said lot is depicted and described on the duly recorded plat of said addition, together with all improvements thereon, easements and rights appertaining thereto, subject, however, to all reservations, restrictions, covenants, easements and other matters of public record.

Possession of the afore-described real property and improvements was given to the buyers on June 15, 1980, and they remain in possession through this date.

The sale is being escrowed at the First National Bank of Pinedale, Wyoming, and any persons demonstrating to the bank that they have proper consent of the parties or other lawful authority may examine all documents held in escrow by the bank.

The principal balance and interest under the contract will be fully paid on or before October 6, 1989, unless the buyers elect to prepay the same.

Subsequent tax notices should be sent to:

Mr. and Mrs. Edwin G. Hamilton
1804 Carson Street
Rock Springs, Wyoming 82901

The contract does not contain any provision which would prevent the buyers from selling their interests in the property, nor is the consent of the sellers required in regard to any other matters relating to the property.

EXECUTED this 17th day of October, 1981.

SELLERS:

William Mizell and Jessie McIntire

BUYERS:

Edwin G. Hamilton and Marilyn Hamilton

THE STATE OF WYOMING,)
: ss.
County of Sublette.)

The foregoing notice of contract interest was acknowledged before me by William Mizell, a single person, Jessie McIntire, a single person, and by Edwin G. Hamilton and Marilyn Hamilton, husband and wife, this 17th day of October, 1981.

Given under my hand and notary seal.

Commission Expires: January 5, 1983.

William H. Jackson
Notary Public

BOOK 89 PAGE 628

152215

283110

STATE OF NORTH DAKOTA, } ss. DOCUMENT NO.
COUNTY OF BOTTINEAU.

I hereby certify that the within instrument was filed for record in this office on August 10th 1981, at 10:25 o'clock A.M., and duly recorded in Book 236 of Misc on Page 281

Kathryn Crozen
REGISTER OF DEEDS

STATE OF NEBRASKA } ss.
Hitchcock County
Filed for Record in the Office of the Clerk of said County on the 22nd day of June 1981 8 o'clock and 30 minutes A M and Recorded in Book 50 of Misc. on Page 271 of the Records of said County
D. Reynolds County Clerk
By W. M. Hawthorne Deputy

PARTNERSHIP AGREEMENT

OF

A. R. HALLOCK & CO.

RECORDING FEE $11.00 Paid THIS PARTNERSHIP AGREEMENT is made and entered into between the undersigned parties on the date indicated, and any and all other persons who may hereafter, under the terms hereof, become parties hereto. The parties to this agreement, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

1. Members. There is hereby formed a partnership consisting of the undersigned as partners, and such other parties as from time to time by consent of a majority of the then partners may be admitted to membership.

2. Name. The name of the partnership is A. R. HALLOCK & CO.

3. Place of Business. This is a Colorado partnership. The location of the principal place of business of the partnership shall be 10961 W. 68th Place, Arvada, Colorado 80004.

4. Purpose. The purpose of the partnership shall be to hold legal or registered title to stocks, bonds and other securities and property, whether real or personal and wherever situate, whether in any of the states or in foreign countries, and to endorse, assign, convey and re-

STATE OF WYOMING } ss
COUNTY OF JOHNSON }

This instrument was filed for record on Aug 28 1981 at 9:30 A.M., and was duly recorded in Book 856 page 23
Fee $10
Register of Deeds
By Deputy

8472

BOOK 856 PAGE 196

281

deliver such property, assets or securities as nominee or agent (other than as commission agent or broker) of the parties who are now, or may hereafter become parties to this agreement.

5. Capital. The partnership shall have no capital.

6. Duration. The partnership shall begin on the date hereof and shall continue until terminated as provided herein. The partnership may be terminated by the agreement of all of the then existing partners. A partner may withdraw upon thirty days' written notice to the other partners. A partner who becomes physically or mentally incapacitated shall thereupon cease to be a partner. The death, withdrawal or incapacity of a partner shall not cause any interruption in the conduct or continuity of the business of the partnership. In the event of the death, withdrawal or incapacity of a partner, the surviving or continuing partners shall immediately and forthwith, without any further act, become a new partnership under the same name and shall succeed to all of the rights and property of the previously existing partnership, and all of the terms and provisions of this agreement shall apply to and govern such new partnership. In the event there shall be only one surviving or continuing partner at any time, such partner shall have the right to either terminate the

137126

RECORDED Oct 19 1981 1:30 P M
IN BOOK 39 Misc PAGE 271
FEES $10.00 Lana J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stine

BOOK 89 PAGE 630

partnership and distribute its assets to or as directed by the beneficial owners thereof, or to admit a new partner or partners and forthwith continue as a new partnership under the same name and upon the terms and provisions of this agreement. In the event of the death or incapacity of all of the partners, any principal for which the partnership may be acting as agent or nominee may select and designate either (a) two or more partners to continue the partnership, or (b) a person or entity who or which shall have and is hereby granted all powers necessary for the sole purpose of terminating the partnership and distributing its assets as hereinafter provided. A partner who dies, withdraws or becomes incapacitated shall have no interest in the partnership name nor in the property of the partnership. Upon final termination of the partnership, all of the partnership assets shall be accounted for and forthwith transferred and delivered to the principal or principals for whose account such assets were being held at the time of such termination, or in such manner as such principal or principals may direct.

7. Partner Acting Alone. Any single partner acting alone may convey, transfer, assign, lease, encumber or otherwise deal with assets held in the partnership name; may sign checks, contracts, savings withdrawals, income

BOOK 856 PAGE 198

tax returns, depository agreements including agreements for rental and access to safe deposit boxes; and may receive and receipt for partnership assets or the income therefrom.

8. Parties Bound. This agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 27th day of May, 1980.

Allan R. Hallock
ALLAN R. HALLOCK

Jane E. Hallock
JANE E. HALLOCK

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 27th day of May, 1980, by ALLAN R. HALLOCK and JANE E. HALLOCK, as partners of A. R. HALLOCK & CO., a partnership.

Witness my hand and official seal.

My commission expires My Commission expires Jan. 25, 1984.

Lisa J. Nordstog
Notary Public

412. partnet
Buchanan et al
Return to Buchanan, Thomas & Johnson

NUMERICAL
RECORDED
PAGED
INDEXED

DOCUMENT NO. 283110 BOOK 856 PAGE 199

15615

STATE OF MONTANA, County of Carter, filed for record Aug 24, 1981, at 11:00
Recorded in Book 89 Misc at ..... on page ..... fee 8.00
Jane M. Brewster, County Clerk and Recorder of Carter County, Montana
[illegible] Deputy

270

A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

V. L. LOONEY being first duly sworn upon his oath, according to law, deposes and says:

1-

That by written agreement heretofore made this affiant, V. L. LOONEY, and PATRICIA E. LOONEY, husband and wife, of Pinedale, Wyoming, Parties of the First Part under said agreement and denoted therein as "Seller", did agree to sell and to convey the following described real estate situate in the County of Sublette and State of Wyoming, to-wit:

That part of the S/2 NE/4 and N/2 SE/4 of Section 5, Township 34 North, Range 112 West, Sublette County, Wyoming, described as follows:

Beginning at the northeast corner of the S/2 NE/4; thence N89°-59.3'W, 1303.21 feet along the north line of said S/2 NE/4 in part to the northwest corner of the SE/4 NE/4;

Thence continuing N89°-59.3'W, 651.61 feet along the said north line to the northwest corner of the E/2 SW/4 NE/4;

Thence continuing N89°-59.3'W, 325.81 feet along said north line to the northwest corner of the E/2 NW/4 SW/4 NE/4;

Thence S00°-52.5'E, 670.57 feet along the west line of said E/2 NW/4 SW/4 NE/4 to the southwest corner of said E/2 NW/4 SW/4 NE/4;

Thence S89°-53.0'E, 324.88 feet along the south line of said E/2 NW/4 SW/4 NE/4 to the northwest corner of the SE/4 SW/4 NE/4;

Thence S00°-47.6'E, 671.15 feet along the west line of said SE/4 SW/4 NE/4 to the northwest corner of the E/2 NW/4 SE/4;

Thence S00°-43.3'E, 421.81 feet along the west line of said E/2 NW/4 SE/4 to a point on the center-line of the Daniel-Merna County Road No. 23-112;

Thence S86°-08.0'E, 1229.14 feet along said center-line to a point of intersection with the center-line of Horseshoe Road;

187132

RECORDED Oct 19 1981 4:00 P M
IN BOOK 39 Misc PAGE 275
FEES $8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy M [illegible]

Thence along the center-line of Horseshoe Road as follows:

Thence N68°-15.5'W, 242.54 feet to a point;

Thence N70°-58.1'W, 336.82 feet to a point;

Thence N37°-47.9'W, 118.32 feet to a point;

Thence N05°-47.0'W, 209.70 feet to a point;

Thence N20°-32.2'E, 217.54 feet to a point;

Thence N15°-09.3'E, 168.68 feet to a point;

Thence N21°-14.1'E, 660.70 feet to a point;

Thence N53°-10.0'E, 578.82 feet to a point;

Thence S89°-59.3'E, 519.17 feet along a line parallel with and offset, southerly, fifteen feet from the north line of said S/2 NE/4 to a point on the east line of said Section 5;

Thence N00°-19.0'W, 15.00 feet along said east line to the corner of beginning;

Encompassing an area of 40.31 acres, more or less;

The base bearing for this survey is the north line of the NE/4 of Section 6, T34N, R112W;

SUBJECT TO an easement for the easterly fifteen feet for Horseshoe Road;

SUBJECT TO an easement for the southerly thirty feet for the Daniel-Merna County Road No. 23-112;

Each "corner" marked by a 2" galvanized steel pipe 28" long with brass cap inscribed "PAUL N SCHERBEL RLS164 BIG PINEY WYOMING" and appropriate details;

Each "point" marked by a 3/8" X 12" steel spike;

All in accordance with a map prepared for V. L. Looney dated 1 September 1981 and filed in the office of the Clerk of Sublette County;

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto, AND TOGETHER WITH all roads, ways and roadways appurtenant thereto;

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO all easements and rights of way of record or in actual use for roads, ways, roadways, telephone lines, electric transmission lines, irrigation ditches and canals, AND SUBJECT FURTHER TO all outstanding mineral interests;

unto GLENN W. GRYMES and DONNA J. GRYMES, husband and wife, whose mailing address is 521 6th Avenue West, Rock Springs, Wyoming 82901,

276

Parties of the Second Part under said agreement and in said agreement denoted as "Purchaser";

2-

That upon payment for said real estate as provided in said agreement Seller will convey said real estate by statutory form of warranty deed unto the Purchaser;

3-

Possession of the real estate above described has been delivered unto Purchaser and Purchaser may hold possession thereof under the terms of the said agreement;

4-

Said agreement contains the usual and customary provisions for recovery of the property and termination of the interests of Purchaser in event of default in the payment of the purchase price, interest and other material covenants of the said agreement;

5-

All taxes levied upon said property in the year 1981 and prior thereto will be paid by Seller;

6-

All taxes levied upon said property in the year 1982 and thereafter are by the terms of said agreement to be paid by the Purchaser.

V. L. Looney
V. L. LOONEY

Subscribed and sworn to before me this 19th day of October, 1981.

FAYE HAMMONS Notary Public
County of Sublette
State of Wyoming
My Commission expires November 22, 1983

faye Hammons
Notary Public

My commission expires:

A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

V. L. LOONEY being first duly sworn upon his oath, according to law, deposes and says:

1-

That by written agreement heretofore made this affiant, V. L. LOONEY, and PATRICIA E. LOONEY, husband and wife, of Pinedale, Wyoming, Parties of the First Part under said agreement and denoted therein as "Seller", did agree to sell and to convey the following described real estate situate in the County of Sublette and State of Wyoming, to-wit:

That part of the NE/4 of Section 6, Township 34 North, Range 112 West, Sublette County, Wyoming, described as follows:

Beginning at the center one-quarter corner of said Section 6, marked by a 2" galvanized steel pipe with brass cap appropriately described;

Thence N00°-55.4'W, 2114.03 feet along the west line of said NE/4 to a point in the center-line of Snyder Road;

Thence along the center-line of said road as follows:

Thence S54°-56.6'E, 237.95 feet to a point;

Thence S53°-14.3'E, 1019.93 feet to a point;

Thence S81°-56.2'E, 772.82 feet to a point;

Thence N88°-29.2'E, 162.22 feet to a point;

Thence S11°-52.2'E, 1314.22 feet to a point on the south line of said NE/4 identical with the center-line of the Daniel-Merna County Road No. 23-112;

Thence N89°-22.5'W, 2175.45 feet along the said south line and center-line to the corner of beginning;

Encompassing an area of 71.857 acres, more or less;

All in accordance with a map prepared for V. L. Looney to be filed in the office of the Clerk of Sublette County;

Each point marked by a 3/8" X 12" steel spike;

187133

RECORDED October 19 1981 4:00 PM
IN BOOK 39 Misc PAGE 278
FEES $8.00 Lois J Yake COUNTY CLERK
SUBLETTE County, Wyoming

278

The base bearing for this survey taken from the north line of Section 6, T34N, R112W, as shown on the 1893 survey plat of T34N, R112W, equals S89°-52'E;

SUBJECT TO an easement for the easterly, northeasterly and northerly thirty feet for Snyder Road;

SUBJECT TO an easement for the southerly thirty feet for the Daniel-Merna County Road No. 23-112;

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto, AND TOGETHER WITH all roads and ways appurtenant thereto,

BUT SUBJECT, NEVERTHELESS TO the provisions of United States patents, AND SUBJECT FURTHER TO all irrigation ditches and canals, electric transmission lines, telephone transmission lines, roads and ways in actual use or appearing of record, AND SUBJECT FURTHER TO all outstanding mineral interests;

unto JERON E. DAVIS and ANNETTE P. DAVIS, husband and wife, whose mailing address is 3008 East 3135 South, Salt Lake City, Utah 84109, Parties of the Second Part under said agreement and in said agreement denoted as "Purchaser";

2-

That upon payment for said real estate as provided in said agreement Seller will convey said real estate by statutory form of warranty deed unto the Purchaser;

3-

Possession of the real estate above described has been delivered unto Purchaser and Purchaser may hold possession thereof under the terms of the said agreement;

4-

Said agreement contains the usual and customary provisions for recovery of the property and termination of the interests of Purchaser in event of default in the payment of the purchase price, interest and other material covenants of the said agreement;

5-

All taxes levied upon said property in the year 1981 and prior thereto will be paid by Seller;

6-

All taxes levied upon said property in the year 1982 and thereafter are by the terms of said agreement to be paid by the Purchaser.

V. L. Looney
V. L. LOONEY

Subscribed and sworn to before me this 19th day of October, 1981.

FAYE HAMMONS Notary Public
County of Sublette State of Wyoming
My Commission expires November 22, 1983

taye Hammons
Notary Public

My commission expires:

A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

V. L. LOONEY being first duly sworn upon his oath, according to law, deposes and says:

1-

That by written agreement heretofore made this affiant, V. L. LOONEY, and PATRICIA E. LOONEY, husband and wife, of Pinedale, Wyoming, Parties of the First Part under said agreement and denoted therein as "Seller", did agree to sell and to convey the following described real estate situate in the County of Sublette and State of Wyoming, to-wit:

That part of the N/2 SE/4 of Section 5, Township 34 North, Range 112 West, Sublette County, Wyoming, described as follows:

Beginning at the southeast corner of said N/2 SE/4; thence N89°-55.1'W, 1285.04 feet along the south line of said N/2 SE/4 to the southwest corner of the NE/4 SE/4;

Thence continuing N89°-55.1'W, 642.52 feet to the southwest corner of the E/2 NW/4 SE/4;

Thence N00°-43.3'W, 902.16 feet along the west line of said E/2 NW/4 SE/4 to a point in the center-line of the Daniel-Merna County Road No. 23-112;

Thence along said center-line as follows:

Thence S36°-08.0'E, 1229.14 feet to a point;

Thence S67°-53.5'E, 768.94 feet to a point on the east line of said Section 5;

Thence S00°-01.5'E, 532.85 feet along the east line of said Section 5 to the corner of beginning;

Encompassing an area of 35.19 acres, more or less;

The base bearing for this survey is the north line of the NE/4 of Section 6, T34N, R112W;

SUBJECT TO an easement for the northerly and northeasterly 30 feet for the Daniel-Merna County Road No. 23-112;

Each "corner" marked by a 2" galvanized steel pipe 28" long

187134

RECORDED October 19 1981 4:00 PM
IN BOOK 39 Misc PAGE 281
FEES $8.00 Lavon Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

with brass cap inscribed "PAUL N SCHERBEL RLS164 BIG PINEY WYOMING" and appropriate details;

Each "point" marked by a 3/8" X 12" steel spike;

All in accordance with a map prepared for V. L. Looney dated 1 September 1981 and filed in the office of the Clerk of Sublette County;

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto, AND TOGETHER WITH all roads, ways and roadways appurtenant thereto;

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO all roads, ways, roadways, telephone lines, electric transmission lines, irrigation ditches and canals situate thereon and all easements therefor of record, AND SUBJECT FURTHER TO all outstanding mineral interests;

unto M. C. ESTES and PHYLLIS J. ESTES, husband and wife, whose mailing address is 505 Lewis Street, Rock Springs, Wyoming 82901, Parties of the Second Part under said agreement and in said agreement denoted as "Purchaser";

2-

That upon payment for said real estate as provided in said agreement Seller will convey said real estate by statutory form of warranty deed unto the Purchaser;

3-

Possession of the real estate above described has been delivered unto Purchaser and Purchaser may hold possession thereof under the terms of the said agreement;

4-

Said agreement contains the usual and customary provisions for recovery of the property and termination of the interests of Purchaser in event of default in the payment of the purchase price, interest and other material covenants of the said agreement;

287
~~360~~

5-

All taxes levied upon said property in the year 1981, and prior thereto, will be paid by Seller;

6-

All taxes levied upon said property in the year 1982, and thereafter, are by the terms of said agreement to be paid by the Purchaser.

V. L. LOONEY

Subscribed and sworn to before me this 12th day of October, 1981.

Notary Public

My commission expires:

FAYE HAMMONS Notary Public
County of Sublette
State of Wyoming
My Commission expires November 22, 1983

A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

V. L. LOONEY being first duly sworn upon his oath, according to law, deposes and says:

1-

That by written agreement heretofore made this affiant, V. L. LOONEY, and PATRICIA E. LOONEY, husband and wife, of Pinedale, Wyoming, Parties of the First Part under said agreement and denoted therein as "Seller", did agree to sell and to convey the following described real estate situate in the County of Sublette and State of Wyoming, to-wit:

That part of the S/2 SW/4 of Section 31, Township 35 North, Range 112 West, and that part of Lot 3 (NE/4 NW/4) of Section 6, Township 34 North, Range 112 West, Sublette County, Wyoming, lying and being situate northeasterly of the center-line of Elk Horn Road described as follows:

A strip of land thirty feet in width being part of said Lot 3 of said Section 6, T34N, R112W and part of the said S/2 SW/4 of said Section 31, with the center-line described as follows:

Beginning at a point on the east line of said Lot 3, S00°-55.5'E, 558.45 feet from the north one-quarter corner of said Section 6;

Thence N53°-06.5'W, 933.04 feet to a point on the north line of said Section 6, N89°-52'W, the base bearing for this survey, 737.20 feet from the said north one-quarter corner of said Section 6;

Thence continuing N53°-06.5'W, 324.82 feet to a point;

Thence N41°-33.5'W, 313.91 feet to a point;

Thence N45°-17.5'W, 745.78 feet to a point;

Thence N08°33'W, 223.28 feet to a point;

Thence N06°-28.5'E, 150.04 feet, more or less, to an intersection with the north line of said S/2 SW/4, N32°31'E, 1565.44 feet from the southwest corner of said Section 31;

Encompassing an area of 47.1 acres, more or less;

187135

RECORDED October 29 1981 4:00 P M
IN BOOK 39 Misc PAGE 284
FEES $ 8.00 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

284

And it is further noted that the foregoing acreage was compiled from record GLO plats and from an actual survey of the said center-line of the road and that the acreage may vary upon an actual survey made of the subdivision lines in said Section 31;

Each "corner" marked by a 2" galvanized steel pipe 28" long with brass cap inscribed "PAUL N SCHERBEL RLS164 BIG PINEY WYOMING: and appropriate details;

Each "point" marked by a 3/8 X 12" steel spike;

SUBJECT TO an easement for the said Elk Horn Road identical with the southwest fifteen feet of the foregoing tract to be conveyed;

TOGETHER WITH a right of ingress and egress along the said Elk Horn Road, a private road, of record in the office of the Clerk of Sublette County in Book 39 of Miscellaneous Records on page 107;

All in accordance with the map prepared and filed in the office of the Clerk of Sublette County dated 1 September 1981 and revised 15 September 1981;

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto, AND TOGETHER WITH all roads, ways and roadways appurtenant thereto;

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO all roads, ways, roadways, telephone lines, electric transmission lines, irrigation ditches and canals situate thereon or appearing of record, AND SUBJECT FURTHER TO all outstanding mineral interests;

unto TOM R. TURNER and BECKY A. TURNER, husband and wife, whose mailing address is P. O. Box 44, Etna, Wyoming 83118, Parties of the Second Part under said agreement and in said agreement denoted as "Purchaser";

2-

That upon payment for said real estate as provided in said agreement Seller will convey said real estate by statutory form of warranty deed unto the Purchaser;

3-

Possession of the real estate above described has been delivered unto Purchaser and Purchaser may hold possession thereof under the terms of the said agreement;

4-

Said agreement contains the usual and customary provisions for recovery of the property and termination of the interests of Purchaser in event of default in the payment of the purchase price, interest and other material covenants of the said agreement;

5-

All taxes levied upon said property in the year 1981 and prior thereto will be paid by Seller;

6-

All taxes levied upon said property in the year 1982 and thereafter are by the terms of said agreement to be paid by the Purchaser.

V. L. Looney
V. L. LOONEY

Subscribed and sworn to before me this 19th day of October, 1981.

FAYE HAMMONS Notary Public
County of Sublette
State of Wyoming
My Commission expires November 22, 1983

Faye Hammons
Notary Public

My commission expires:

257

FILED October 20 1981 8:10 AM
IN BOOK 39 Misc PAGE 287
FEES $4.00 Land Plat COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by Ann Lewis

187146

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract for Assignment, dated the 7th day of October, 1981, between RICHARD A. DAMON, dealing in his sole and separate property a married man, as Assignor, and THOMAS H. HAWLEY and MARGARET A. HAWLEY, husband and wife, as Assignees, the Assignor did agree to sell and the Assignees did agree to buy a certain tract of real property, to-wit:

> The East Half of Lots Thirty-two (32) and Thirty-Three (33), Redstone Upper Green River Subdivision as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, containing ten (10) acres, more or less; TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; SUBJECT TO prior mineral reservations or record; and SUBJECT TO Amended Protective Covenants filed in the office of the County Clerk 5/11/73, in Book 28 of Miscellaneous, page 663.
> NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.
> THIS IS NOT HOMESTEAD PROPERTY and neither Assignor nor his spouse has resided thereon.
> Buyers' address for tax purposes is: Big Piney, WY 83113.

There are many other covenants in the original Contract for Assignment, of which each party has a copy, and which is also escrowed in the First National Bank of Pinedale, Pinedale, Wyoming.

DATED this 7 day of October, 1981.

Richard A Damon
RICHARD A. DAMON

Thomas H. Hawley
THOMAS H. HAWLEY

Margaret A Hawley
MARGARET A. HAWLEY

STATE OF WISCONSIN)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me by RICHARD A. DAMON this 7 day of October, 1981.
Witness my hand and official seal.

My commission expires:

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by THOMAS H. HAWLEY and MARGARET A. HAWLEY this 19th day of October, 1981.
Witness my hand and official seal.

My commission expires:
Sept 1, 1985

Notary Public

RECORDED October 20 1981 8:00 A M
IN BOOK 39 Misc PAGE 288
FEES $ 4.00 Lois J Hyde COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by Dorothy M Elvine

187147

ASSIGNMENT and QUITCLAIM DEED

I, RICHARD A. DAMON, a married man, dealing in his sole and separate property for the sum of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby assign, remise, release and forever quitclaim and grant upon THOMAS H. HAWLEY and MARGARET A. HAWLEY, of Big Piney, Wyoming, all of my right, title and interest in and to that parcel of land described as:

> The East Half of Lots Thirty-two (32) and Thirty-three (33), Redstone Upper Green River Subdivision as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, containing ten (10) acres, more or less, together with all improvements and appurtentances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; SUBJECT TO prior mineral reservations of record; and SUBJECT TO Amended Protective Covenants filed in the Office of the County Clerk 5/11/73, in Book 28 of Midcellaneous, page 663. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS. THIS IS NOT HOMESTEAD PROPERTY and neither Grantor nor his spouse has resided thereon.

and specifically all the right, title and interest in and to that certain Agreement for Warranty Deed between myself and Redstone Corporation, dated September 5, 1979, and recorded in Book 35 of Miscellaneous, page 690 in the Office of the County Clerk, Sublette County, Wyoming, concerning the above described property.

I hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 7 day of October, 1981.

Richard A Damon
RICHARD A. DAMON

STATE OF WISCONSIN)
) ss.
COUNTY OF Dodge)

The foregoing instrument was acknowledged before me by RICHARD A. DAMON this 7 day of October, 1981.
Witness my hand and official seal.

My commission ~~expires~~ IS PERMANENT

Notary Public

Consent is hereby give for the assignment of the herein mentioned Agreement for Warranty Deed.

REDSTONE ~~CORPORATION~~, a Wyo. Corp.

ATTEST:

By:

Joseph R. Hicks, Secretary

[illegible], President

RECORDED October 20 1981 8:00A M
IN BOOK 39 Misc PAGE 289
FEES $8.00 Dorothy Wilson COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

187148

CONTRACT FOR ASSIGNMENT

Dorothy Wilson

WHEREAS, RICHARD A. DAMON, a married man, dealing in his sole and separate proper, hereinafter known as Assignor, and THOMAS H. HAWLEY and MARGARET A. HAWLEY, husband and wife, hereinafter known as Assignees, wish to enter into a contract for the sale and purchase of Assignor's interest in the East ½ of Lots 32 and 33, Redstone Upper Green River Subdivision;

W I T N E S S E T H:

That in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. DESCRIPTION. Assignor agrees to sell and Assignees agree to buy all of Assignor's right, title and interest in the real property described as:

The East Half of Lots Thirty-two (32) and thirty-three (33), Redstone Upper Green River Subdivision as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, containing ten (10) acres, more or less, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; SUBJECT TO prior mineral reservations of record; and SUBJECT TO Amended Protective Covenants filed in the office of the County Clerk 5/11/73, in Book 28 of Miscellaneous, page 663. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.
THIS IS NOT HOMESTEAD PROPERTY and neither Assignor nor his wife has resided thereon.

This specifically includes all of Assignor's interest in and under that certain Agreement for Warranty Deed between Assignor and Redstone Corporation, dated September 5, 1979, concerning the above described property and recorded in Book 35 of Miscellaneous, page 690 in the Office of the County Clerk, Sublette County, Wyoming.

2. TERMS. Assignees shall pay for said property the sum of $35,000.00. Said amount to be paid as follows:

A. Assignees shall pay a down payment of $9,560.17, this payment to be due at closing, which shall be on or before the 16th day of October, 1981.

B. Assignees shall and hereby do assume the unpaid balance on the aforesaid Agreement for Warranty Deed in the amount of $16,439.83 and agree to hold Assignor blameless therefrom. Payment shall be governed by and in accordance with the terms of the aforesaid Agreement for Warranty Deed. Monthly payments shall be made on the 10th day of each month, commencing 10/10/81.

C. Assignees shall pay the balance of $9,000.00 in three equal annual payments of $3,811.77, which said payments include interest at the rate of 13% per annum. First said payment shall be due 10/1/82, and annually thereafter until paid in full.

3. CONVEYANCE. Conveyance shall be by the execution of an Assignment and Quitclaim Deed, Modification of Escrow Instructions and a Warranty Deed from Assignor to Assignees. The first two said documents shall be placed in a separate escrow at the First National Bank of Pinedale and will be delivered to Assignees upon payment of the balance of the aforesaid $9,000.00 in full. The Warranty Deed shall be placed in the existing escrow between Damon-Redstone and concerning the aforedescribed property.

The aforementioned Modification of Escrow Instructions will direct and authorize the First National Bank of Pinedale to deliver the Warranty Deed from Redstone to Assignor and the Warranty Deed from Assignor to Assignees, along with all other documents held in the Damon-Redstone Escrow, to Assignees upon their payment in full of the aforesaid $16,439.83.

4. PREPAYMENT. There shall be no prepayment allowed on the Damon-Redstone Escrow until the aforementioned $9,000.00 is paid in full. Prepayment is allowed as to the $9,000.00 but only if payment in full is tendered.

5. BREACH. Time is of the essence in this matter and if Assignees shall fail to make any of the annual or monthly payments called for herein and shall fail to remedy said default for thirty (30) days after written notice of such default by Assignor, then Assignor shall have the right to repossess the documents in the Hawley-Damon escrow, declare this contract null and void, retain all sums paid by the assignees as liquidated damages, file an Affidavit of Default in the office of the County Clerk, Sublette County, State of Wyoming, and by these actions cancel all of Assignees' right, title and interest in the aforesaid property and reinvest the same in Assignor.

6. MISCELLANEOUS.

A. Assignor and Assignees shall share equally the cost of drafting all legal documents.

B. Assignees shall pay the initial cost of setting up the escrow and Assignor shall pay the periodic costs.

C. Assignees shall pay all recording costs.

D. Assignor shall pay 1981 property taxes.

DATED this 7 day of October, 1981.

Richard A Damon
RICHARD A. DAMON

STATE OF WISCONSIN)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me by RICHARD A. DAMON this 7 day of October, 1981.
WITNESS my hand and official seal.

Notary Public

DATED this 17th day of October, 1981.

Thomas H. Hawley
THOMAS H. HAWLEY

Margaret A. Hawley
MARGARET A. HAWLEY

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by THOMAS H. HAWLEY and MARGARET A. HAWLEY this 19th day of October, 1981.
WITNESS my hand and official seal.

Notary Public

My commission expires:
Sept 1, 1985

Consent is hereby given for the assignment of the herein mentioned Agreement for Warranty Deed.

DATED this 19 day of October, 1981.

REDSTONE CORPORATION, a Wyo. corp.

By: John M. Sulenta
John M. Sulenta, President

ATTEST:
Joseph R. Hicks
Joseph R. Hicks, Secretary

137162

RECORDED October 1 [redacted] 9 81 at 3:00 P M
IN BOOK 39 Misc PAGE 292
FEES $4.00 Larry Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by Dorothy McElwain

NOTICE OF CONTRACT INTEREST IN REAL PROPERTY

TO WHOM IT MAY CONCERN:

Take notice that William H. Reisner, Jr. Ranch, Ltd., a Wyoming limited partnership, as Seller, entered into a contract of sale on October 2, 1981 with Douglas J. Slames and D. Jane Slames, husband and wife, as Buyers, covering

> NORTHWEST QUARTER of the SOUTHWEST QUARTER (NW4SW4) of Section 13, T33N, R109W of the 6th P.M., Sublette County, Wyoming, EXCEPT that all minerals were reserved to the grantor, its successors and assigns.

Possession of the property was delivered to the Buyers on October 2, 1981.

Subsequent tax notices should be sent to Douglas J. Slames and D. Jane Slames, P.O. Box 36, Boulder, Wyoming 82923. Title of record shall remain in the Seller until the contract balance is fully paid.

The First National Bank of Pinedale is acting as the escrow agent under this sale. Any person demonstrating to the bank that he has been authorized by the parties may examine the documents held in escrow.

The ultimate maturity date when the contract balance will be fully paid is September 17, 1986, unless the Buyers elect to pre-pay the same at an earlier date.

Buyers may not, absent the prior written consent of the Seller assign any interest in the contract.

Recordation of a warranty deed from the Seller to the Buyer shall constitute conclusive proof that any debt against the portion covered by such deed has been fully paid and is owned by the Buyers free and clear of the conditions of the contract, it being anticipated that the Buyers will receive a deed in the near future covering 2 acres upon which they intend to construct a dwelling.

If the Buyers default and such results in cancellation of the contract, they acknowledge and agree that recordation of a quit-claim deed from them to the Seller shall constitute conclusive proof that they no longer claim any interest in the contract or in any real property which has not been previously conveyed to them.

EXECUTED this 2nd day of October, 1981.

SELLER:

WILLIAM H. REISNER, JR. RANCH, LTD.
a Wyoming limited partnership

By William H. Reisner, Jr. 10-13-81
William H. Reisner, Jr.

BUYERS:

Douglas J. Slames
Douglas J. Slames

D. Jane Slames
D. Jane Slames

THE STATE OF WYOMING,)
County of Sublette.) ss.

The foregoing notice of contract interest in real property was acknowledged before me by William H. Reisner, Jr., a general partner of William H. Reisner, Jr. Ranch, Ltd., a Wyoming limited partnership, this 2nd day of October, 1981. Given under my hand and notarial seal.

Commission Expires:
1-5-83

William Shelton
Notary Public

292

STATE OF WYOMING)
) SS. A F F I D A V I T
COUNTY OF SUBLETTE)

MILDRED H. COLLIER, of lawful age, being first duly sworn upon oath, deposes and states as follows:

1. That this affiant is the surviving spouse of Eldon D. Collier. That this affiant and Eldon D. Collier were wife and husband until the death of said Eldon D. Collier on May 3, 1981.

2. That the said Eldon D. Collier died at San Antonio, Bexar County, Texas, on May 3, 1981, which fact of death is corroborated by the certified copy of Certificate of Death, certified by the Registrar of the Statistical Services Division of the San Antonio Metropolitan Health District, San Antonio, Texas, issued under authority of Rule 54a, Article 4477, Revised Civil Statutes of Texas, which certificate is attached hereto as Exhibit "A" and by this reference made a part of this affidavit.

3. That this affiant and her husband purchased from Redstone Corporation, a Wyoming corporation, the real property described as:

> Tracts No. 19 and 20,Redstone Upper Green River Subdivision (E/2SW/4SE/4 Section 26, T. 38 N., R. 110 W. 6th P. M.), the official plat of which will be recorded by party of the first part in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, as soon as surveyed and approved, containing 20 acres, more or less, together with all improvements and appurtenances thereunto appertaining,

which warranty deed was dated July 27, 1973, and recorded September 6, 1978 in Book 20 of Deeds, at Page 307, in the office of the County Clerk of Sublette County, Wyoming.

4. That by reason of the death of said Eldon D. Collier and the marital status of the parties on the date of said deeds and the continuation of such status until the death of said Eldon D. Collier, the estate by the entireties in the described real property was terminated on May 3, 1981, and this affiant, Mildred H. Collier, is now the sole and exclusive owner of said real property.

5. This affidavit is made for the purpose of furnishing a recordable showing of the termination of the estate by the entireties and the sole ownership of said property in affiant.

Mildred H. Collier

Subscribed and sworn to before me this 15th day of August, 1981, by Mildred H. Collier.

VALENCIA COUNTY NOTARY PUBLIC

Notary Public

My commission expires:
Dec. 14, 1984

[redacted] LOTED

RECORDED October 26 19 81 8:00 A.M.

[redacted]

STA[redacted]EXAS [redacted]ICATE OF DEATH STATE FILE NO. [redacted]

Texas Department of Health — BUREAU OF VITAL STATISTICS

1. NAME OF DECEASED [Type or print]	[a] First: Eldon	[b] Middle: Dwight	[c] Last: Collier	2. SEX: Male	3. DATE OF DEATH: May 3, 1981	
4. RACE: White	5a. WAS THE DECEDENT OF SPANISH ORIGIN?: No	5b. IF YES, SPECIFY MEXICAN, CUBAN, PUERTO RICAN, ETC.	6. DATE OF BIRTH: 6/20/1922	7. AGE [In years last birthday]: 58	IF UNDER 1 YEAR: Months / Days	IF UNDER 24 HR: Hours / Minutes
8a. PLACE OF DEATH — COUNTY: Bexar	8b. CITY OR TOWN [If outside city limits, give precinct no.]: San Antonio	8c. NAME OF [If not in hospital, give street address] HOSPITAL OR INSTITUTION: San Antonio General Metropolitan Hospital			8d. INSIDE CITY LIMITS?: Yes	
9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED [Specify]: Married	10. BIRTHPLACE [State or foreign country]: Oklahoma	11. CITIZEN OF WHAT COUNTRY?: USA	12. WAS DECEDENT EVER IN U.S. ARMED FORCES?: Yes	13. SURVIVING SPOUSE [If wife, give maiden name]: Mildred Helen Jurezki		
14. SOCIAL SECURITY NO.: 446-16-2739	15a. USUAL OCCUPATION [Give kind of work done during most of working life, even if retired]: House Builder & Land Developer	15b. KIND OF BUSINESS OR INDUSTRY: Construction				
16a. RESIDENCE — STATE: Wyoming	16b. COUNTY: Sweetwater	16c. CITY OR TOWN [If outside city limits, show rural]: Green River	16d. STREET ADDRESS [If rural, give location]: 560 Ironwood St.	16e. INSIDE CITY LIMITS?: Yes		
17. FATHER'S NAME: John Dwight Collier	18. MOTHER'S MAIDEN NAME: Edna Winefred Crawford	19. SIGNATURE OF INFORMANT: Mildred Collier				

CAUSE OF DEATH

PART I — 20. Conditions, if any, which gave rise to immediate cause stating the underlying cause last	IMMEDIATE CAUSE [Enter only one cause per line for (a), (b), (c)]	Interval between onset and death
	(a) METASTATIS ADENO CARCINOMA OF THE KIDNEY	2 Years
	DUE TO, OR AS A CONSEQUENCE OF:	
	(b)	Interval between onset and death
	DUE TO, OR AS A CONSEQUENCE OF:	
	(c)	Interval between onset and death
PART II — OTHER SIGNIFICANT CONDITIONS — CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN PART I (a)		21. AUTOPSY?: Yes

22a. ACC., SUICIDE, HOM., UNDET., OR PENDING INVEST. [Specify]	22b. DATE OF INJURY [Mo., Day, Yr.]	22c. HOUR OF INJURY M.	22d. DESCRIBE HOW INJURY OCCURRED
22e. INJURY AT WORK [Specify yes or no]	22f. PLACE OF INJURY — At home, farm, street, factory, office building, etc. [Specify]	22g. LOCATION: STREET OR R.F.D. NO. / CITY OR TOWN / STATE	

CERTIFIER

To be completed by CERTIFYING PHYSICIAN only

23a. To the best of my knowledge, death occurred at the time, date, and place and due to the cause(s) stated [Signature and Title]: John P. Whitecar Jr. MD

23b. DATE SIGNED [Mo., Day, Yr.]: May 11,1981

23c. HOUR OF DEATH: 12:30 P M.

23d. NAME OF ATTENDING PHYSICIAN [Type or print]: John P. Whitecar

To be completed by MEDICAL EXAMINER or CORONER only

24a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date, and place and due to the cause(s) stated [Signature and Title]

24b. DATE SIGNED [Mo., Day, Yr.]

24c. HOUR OF DEATH M

24d. PRONOUNCED DEAD [Mo., Day, Year] ON

24e. PRONOUNCED DEAD [Hour] AT M

25a. BURIAL, CREMATION, REMOVAL [Specify]: Removal-Burial	25b. DATE: May 4, 1981	25c. NAME OF CEMETERY OR CREMATORY: St. Stanislaus Catholic Cemetery
25d. LOCATION [City, town, or county]: Bandera	[State]: Texas	26. SIGNATURE OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH: Grimes-Plummer Funeral Home
27a. REGISTRAR'S FILE NO.: 3091	27b. DATE REC'D BY LOCAL REGISTRAR: MAY 15 81	27c. SIGNATURE OF LOCAL REGISTRAR: June Wisnowski

VS-112, REV. 1/80

SD

OCTOBER 19, 1981

STATE OF TEXAS

CITY OF SAN ANTONIO:

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE RECORD AS FILED IN THE STATISTICAL SERVICES DIVISION OF THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT, SAN ANTONIO, TEXAS.

Issued under authority of Rule 54a, Article 4477, Revised Civil Statutes of Texas.

DEPUTY

REGISTRAR

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed, dated the 11th day of October, 1981, between BRUCE F. DeSHONG and JOANNE G. DeSHONG, husband and wife, as Sellers, and LeROY L. WEIDNER and KATHLEEN M. WEIDNER, husband and wife, as Buyers, the Sellers did agree to sell and the Buyers did agree to buy a certain tract of real property, to-wit:

Parcel No. Thirty-Two (32), Big Country Ranches Third Filing as the same appears of record on the official map or plat thereof filed in the Office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming; TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; SUBJECT TO prior minera reservations of record; and SUBJECT TO Restrictions Governing Big Country Ranches to be filed in the office of the County Clerk for Sublette County. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

Buyers' address for tax purposes is: P.O. Box 434, Superior, WY 82945.

There are many other covenants in the original Agreement for Deed, of which each party has a copy.

DATED this 11th day of October, 1981.

SELLERS:

Bruce F. DeShong
BRUCE E.DeSHONG

Joanne G. DeShong
JOANNE G. DeSHONG

BUYERS:

LeRoy L. Weidner
LeROY L. WEIDNER

Kathleen M. Weidner
KATHLEEN M. WEIDNER

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by BRUCE E. DeSHONG and JOANNE G. DeSHONG this 17 day of October, 1981
Witness my hand and official seal.

My commission expires:
My Commission expires February 22, 1983

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by LeROY L. WEIDNER and KATHLEEN M. WEIDNER this 17 day of October, 19
Witness my hand and official seal.

My commission expires:
My Commission expires February 22, 1983

Notary Public

187212

RECORDED October 26 19 81 10:00 AM
IN BOOK 37 Misc PAGE 295
FEES $4.00 Lena J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

AGREEM[redacted]R WARRANTY DEED—FORM NO. 14[redacted] THE MILLS COMPANY, SHERIDAN[redacted]

THIS AGREEMENT, Made and entered into this 9th day of September 19 81, by and between REDSTONE CORPORATION, a Wyoming corporation,

of Pinedale, Sublette County, State of Wyoming, of the first part, and RICHARD WILLIAM KAPE and ALICE ARLENE KAPE, husband and wife, as tenants of an estate by the entireties with full right of survivorship,

of Pinedale, Sublette County, State of Wyoming, of the second part,

WITNESSETH, That the part y of the first part, for and in consideration of the sum of ($ 3,500.00) Three Thousand Five Hundred and No/100---------- DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said part ies of the second part, its heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do hereby for itself and its heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said part ies of the second part by a good and sufficient Warranty Deed, subject, however, to 3/12 Sublette of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lot numbered Eight (8), Block Numbered Five (5) of the K & M Addition to the Town of Pinedale, Sublette County, Wyoming, as said lot is laid down and described on the official plat of said addition, duly recorded on page 480 in Book 34 of Miscellaneous, in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming;TOGETHER WITH all improvements thereon, and easements, appurtenances and incidents belonging or appertaining thereto or used in connection therewith;SUBJECT,HOWEVER, TO all mining, mineral and other exceptions, reservations, easements, covenants, conditions and rights of way of record.

SOLD FOR Fourteen Thousand and No/100---------- DOLLARS ($ 14,000.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the part ies of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said party of the first part, its heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

Balance of $10,500.00 to be paid in 120 monthly payments of $150.65, which include interest at the rate of 12% per annum, first payment being due on November 5, 1981, and monthly thereafter until paid in full. Each monthly payment being due on the 5th day of ~~each month~~.

137214

RECORDED October 26 1981 10:45A M
IN BOOK 39 Misc PAGE 296
FEES $12.00 Laura Yost COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by Dorothy McInnis

Payable at the office of First National Bank of Pinedale with interest at the rate of 12 per cent per annum from date. Interest ~~payable~~ included. If principal or interest is not paid when due, the same to draw 12 per cent interest per annum from maturity until paid.

Right to accelerate payments in any multiple of $1,000.00 or the entire balance then due on any payment date after January 1, 1982, and thus reduce interest is hereby granted by party of the first part.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said part ies of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said part y of the first part, its heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said part ies of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The part ies of the second part agrees to keep the buildings on said premises insured in a sum not less than None Dollars, in favor of and payable to part y of the first part, as its interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of

ATTEST: Joseph R. Hicks
Secretary

REDSTONE CORPORATION, a Wyo. Corp.
By: John M. Sulenta
President
Richard William Kape
Alice Arlene Kape

State of WYOMING }
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by John M. Sulenta as President and Jospeh R. Hicks as Secretary of Redstone Corporation, a Wyo. Corp.,

this 14 day of September, 1981.

Witness my hand and official seal.

Notary Public
Signature

My Commission Expires: 12-12-296

Title of Officer

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by RICHARD WILLIAM KAPE and ALICE ARLENE KAPE this 14 day of September, 1981.

WITNESS my hand and official seal.

Notary Public

My commission expires: September 23, 1982

ASSIGNMENT

_____ 19____

For VALUE RECEIVED, _____hereby assign unto _____

all_____right, title and interest in and to the within contract, and I authorize the part_____ of the first part therein to execute a deed to said_____or to_____ heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS_____ _____

Party of the Second Part.

Consent is hereby given for the above assignment. _____

Party of the First Part.

DATE		TOTAL PAYMENT		INTEREST		PRINCIPAL		BALANCE		BY

RIGHT OF WAY EASEMENT

Recieved of WYOMING TELEPHONE COMPANY, INC., a Corporation, One Dollar ($1.00) and other valuable considerations, for which the undersigned, Ken Carvalho + Walter Andrew hereby grant and covey unto said Company, forever, the exclusive right to construct, operate and maintain underground telephone lines and pedestals, over and upon a strip of land 25 feet in width, described as follows:

NW¼ Sec. 26 T. 34 R. 111W. along East + South property lines as per Rio Verde Engineering survey dated 4-14-80

187218

RECORDED October 27 1981 8:05 AM
IN BOOK 39 Misc. PAGE 298
FEES $ 4.25 Lucy Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

WITNESSED BY:

Mark Noble — Walter R. Andrew (SEAL)

Mark Noble — K. A. Carvalho (SEAL)

ANY CHANGES MADE OR PROPOSED SHALL BE DONE WITH THE LANDOWNERS CONSENT

State of Wyoming)
) SS
County of Sublette)

The foregoing instrument was acknowledged before me by Mark Nobe and K.A. Carvalho + Walter Andrew this 26th day of October, 1981.

Witness my hand and official seal.

Mark K. Griffith
Title of Officer

MY COMMISSION EXPIRES: July 19, 1983

Appoved February 13, 1973

The ownership of any pole line, circuit or other facilities provided wholly or in part at the expense of an applicant under this tariff shall at all times be vested exclusively in the Telephone Company.

295

FORM 2072 10-73 500

299

ER 18-6509 9/11/81

(WYOMING CORPORATION)

UTAH POWER & LIGHT COMPANY

EASEMENT

1.

Redstone Corporation, a corporation doing business in the State of Wyoming, Grantor, hereby conveys to **UTAH POWER & LIGHT COMPANY**, a corporation, its successors in interest and assigns, Grantee, for the sum of One ($1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of the electric transmission and distribution circuits of the Grantee, with the necessary poles, towers, guys, stubs, crossarms, braces and other attachments affixed thereto, for the support of said circuits, on, over and across a tract of land located in Sublette County, Wyoming, described as follows:

The north 7 feet of Lots 3, 6, 8, 9, 11, 16, 18, 19, 21, 26, 28, 29, 31, 34, 36, 37, 39, 42, 44, 45, 47, 50, and 52, the east 7 feet of Lots 2, 3, 22, 23, the west 7 feet of Lot 54, the north 7 feet of the east 7 feet of Lot 1, the west 7 feet of the north 55 feet of Lot 53, the west 7 feet of the south 570 feet of Lot 55, the west 7 feet of the south 320 feet of Lot 24 of Redstone Warren Bridge Subdivision and being in said Lots 1, 2, 3, 6, 8, 9, 11, 16, 18, 19, 21 through 24 inclusive, 28, 29, 31, 34, 36, 37, 39, 42, 44, 45, 47, 50, 52 through 55 inclusive, being in the S 1/2 of Section 10, T. 35 N., R. 111 W., 6th P.M., and being in the SE 1/4, the SE 1/4 of the NE 1/4 and the E 1/2 of the SE 1/4 of Section 9, Township and Range aforesaid.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hand of the Grantor, this 5 day of October, A. D. 1981

Redstone Corp. Company

By John J. Julenta
President

Attest: Joseph R. Hicks
Secretary

STATE OF WYOMING,
County of Sublette } ss.

The foregoing instrument was acknowledged before me this 5 day of October, 1981 by John J. Julenta, Pres. of Redstone Corp.

WITNESS my hand and official seal.

My commission expires: Dec 23, 1982

Marcella E. Cegiel
Notary Public.

Residing at

Description Approved KW

Form & Execution Approved

File No.

For Recording Data

187221

RECORDED October 27 1981 10:40 M
IN BOOK 39 Misc PAGE 299
FEES $ 4.00 Lou Hale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

ER 18-15 JO 22665 07-09-81

FOR [redacted]-73 1M ([redacted] INDIVIDUAL)

UTAH POWER & LIGHT COMPANY

1.

EASEMENT

A. M. Gilchrist Jr. and Toni Gilchrist,

his wife, Grantor.S, do hereby convey to **UTAH POWER & LIGHT COMPANY,** a corporation, its successors in interest and assigns, Grantee, for the sum of One ($1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of the electric transmission and distribution circuits of the Grantee, with the necessary poles, towers, guys, stubs, crossarms, braces and other attachments affixed thereto, for the support of said circuits, on, over and across a tract of land located in Sublette County, Wyoming, being 10 feet in width, 5 feet each side of the following described center line:

Beginning at an existing pole on the Grantors' land at a point 230 feet north and 1080 feet east, more or less, from the west one quarter corner of Section 13, T. 30 N., R. 111 W., 6th P. M., thence S. 89° 30' E. 240 feet, more or less, to the east boundary line of said land and being in the SW 1/4 of the NW 1/4 of said Section 13.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hand.S of the Grantor.S, this 10 day of Aug, A. D. 19 81

A M Gilchrist Jr

Toni Gilchrist

STATE OF WYOMING,
County of Sublette } ss.

by A. M. and Toni Gilchrist

The foregoing instrument was acknowledged before me this 10 day of August, 19 81.

WITNESS my hand and official seal.

My commission expires:

NOTARY PUBLIC
My Commission expires May 30, 1982

W Glenn Bluemel
Notary Public.

Residing at Big Piney Wyoming

Description Approved KEL

Form & Execution Approved

File No.

For Recording Data

137222

RECORDED October 27 1981 10:00A M
IN BOOK 39 Misc. PAGE 300
FEES $ 4.00 Lou Ann Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Blume

ER 18-15 JO 22665 07-09-81 301

FORM 2071 10-73 1M (WYOMING INDIVIDUAL)

UTAH POWER & LIGHT COMPANY

EASEMENT

2.

Alexander M. Gilchrist and Toni Gilchrist,

his wife, Grantor.s, do..... hereby convey.... to **UTAH POWER & LIGHT COMPANY,** a corporation, its successors in interest and assigns, Grantee, for the sum of One ($1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of the electric transmission and distribution circuits of the Grantee, with the necessary poles, towers, guys, stubs, crossarms, braces and other attachments affixed thereto, for the support of said circuits, on, over and across a tract of land located in .....Sublette..... County, Wyoming, being 10 feet in width, 5 feet each side of the following described center line:

Beginning on the east boundary line of the Grantors' land at a point 2350 feet south, more or less, from the north one quarter corner of Section 13, T. 30 N., R. 111 W., 6th P. M., thence N. 80° 32' W. 360 feet, more or less, thence N. 89° 30' W. 960 feet, more or less, to the west boundary line of said land and being in the SE 1/4 of the NW 1/4 of said Section 13.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hand..s of the Grantors, this 12 day of Aug, A. D. 19 81

Alexander M Gilchrist

Toni Gilchrist

STATE OF WYOMING,
County of Sublette } ss.

The foregoing instrument was acknowledged before me this 12 day of August, 19 81, by Alexander M. and Toni Gilchrist

WITNESS my hand and official seal.

My commission expires:

My Commission expires May 30, 1982

M Glenn Bluemel
Notary Public.

Residing at Big Piney Wyoming

Description Approved Kel

Form & Execution Approved.....

File No.....

For Recording Data

187223

RECORDED October 27 1981 11:00 A M
IN BOOK 39 Misc PAGE 301
FEES $ 4.00 Sara Cook COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy McElwee

ER [redacted] JO 22665 07-09-81 [redacted]

FORM [redacted] 3 1M (WY[redacted]VIDUAL)

UTAH POWER & LIGHT COMPANY

EASEMENT

3.

Vicki Lynn Stroud a single and woman,

~~his wife~~, Grantor..., do..... hereby convey.... to **UTAH POWER & LIGHT COMPANY,** a corporation, its successors in interest and assigns, Grantee, for the sum of One ($1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of the electric transmission and distribution circuits of the Grantee, with the necessary poles, towers, guys, stubs, crossarms, braces and other attachments affixed thereto, for the support of said circuits, on, over and across a tract of land located in Sublette County, Wyoming, being 10 feet in width, 5 feet each side of the following described center line:

Beginning on the west boundary line of the Grantors' land at a point 2350 feet south, more or less, from the north one quarter corner of Section 13, T. 30 N., R. 111 W., 6th P. M., thence S. 80° 32' E. 980 feet, more or less, on said land and being in the SW 1/4 of the NE 1/4 of said Section 13.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hand.... of the Grantor..., this 5 day of August, A. D. 1981

Vicki L. Stroud

STATE OF WYOMING,
County of Sublette } ss.

The foregoing instrument was acknowledged before me this 5 day of August, by Vicki Lynn Stroud
19 81.

WITNESS my hand and official seal.

My commission expires:
My Commission expires May 30, 1982

W. Glenn Bluemel
Notary Public.

Residing at Big Piney Wyoming

Description Approved Rel

Form & Execution Approved.....

File No.....

For Recording Data

187224

RECORDED October 27 1982 8:44 M
IN BOOK 39 Misc. PAGE 302
FEES $4.00 Lou Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

STATE OF IDAHO)
) ss. AFFIDAVIT
COUNTY OF TWIN FALLS)

JANET GOODMAN, of said County and State, being first duly sworn on her oath, deposes and says:

That she is the surviving widow of RONALD JAY GOODMAN, deceased, who died March 1, 1979, in Twin Falls, Idaho.

That at the time of the death of RONALD JAY GOODMAN, RONALD JAY GOODMAN and JANET GOODMAN, husband and wife, owned certain real property by virtue of a warranty deed filed for record in the office of the County Clerk of Sublette County, Wyoming, in Book 17 of Deeds, page 41, on April 3, 1974, said lands being more particularly described as follows:

> All of the East one-half (1/2) of Lot 3, and all of the West one-fourth (1/4) of Lot 4, of the Bloom Subdivision as the same appear on the plat and map thereof on file and of record in the office of the County Clerk, Sublette County, Wyoming; TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto; and TOGETHER WITH all water and water rights, ditch and ditch rights, reservoir and reservoir rights situate thereon or appurtenant thereto; BUT SUBJECT TO the provisions of United States patents and SUBJECT FURTHER TO all easements and rights of way of record or in actual use, and SUBJECT FURTHER to all outstanding exceptions of the mineral estate.

That the deceased, RONALD JAY GOODMAN, is one and the same person as the said RONALD JAY GOODMAN, one of the grantees in the before mentioned warranty deed; that the affiant JANET GOODMAN is one and the same person as the said JANET GOODMAN, the other grantee in the before mentioned warranty deed.

That the before mentioned warranty deed created a tenancy by the entireties under the laws of the State of Wyoming, and at the death of RONALD JAY GOODMAN, deceased, all equity, right, title and interest in the before mentioned warranty deed passed to and was vested in JANET GOODMAN.

That attached hereto and by this reference made a part hereof as though herein set out in full, is a copy of the Certificate of Death of the said RONALD JAY GOODMAN, deceased.

Dated this 2 day of October, 1981.

Janet Goodman
Janet Goodman

Subscribed and sworn to before me by Janet Goodman this 2 day of October, 1981.

Barbara L. McCauley
Notary Public

NOTARY PUBLIC

My commission expires:
Sept 1985

187307

RECORDED October 30 1981 8:00 AM
IN BOOK 39 Misc. PAGE 303
FEES $6.00 Lavina York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
303 by Dorothy Nielsen

MAR 14 1979

State of Idaho

CERTIFICATE OF DEATH

State File No. [redacted]
Local Reg. No. [redacted]
Reg. Dist. No. [redacted]

TYPE OR PRINT IN PERMANENT INK

DECEDENT NAME — FIRST: RONALD — MIDDLE: JAY — LAST: GOODMAN

SEX: Male

DATE OF DEATH (Mo., Day, Yr.): Mar. 1, 1979

RACE (White, Black, American Indian, Japanese, etc.): white

AGE (Last Birthday) (Yrs.): 42

UNDER 1 YEAR: MOS. / DAYS

UNDER 1 DAY: HOURS / MINS.

DATE OF BIRTH (Mo., Day, Yr.): Nov. 18, 1936

COUNTY OF DEATH: Twin Falls

CITY, TOWN OR LOCATION OF DEATH: Twin Falls

HOSPITAL OR OTHER INSTITUTION — Name (If not in either, give street and number): Magic Valley Memorial Hospital

IF HOSP. OR NURSING HOME, OP/Emer. Rec. Inpat. (Specify): Inpatient

INI

STATE OF BIRTH (If not in U.S.A., name country): Idaho

CITIZEN OF WHAT COUNTRY: USA

MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): Married

SURVIVING SPOUSE (If wife, give maiden name): Janet Sherwood

WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes or No): Yes

SOCIAL SECURITY NUMBER: 519-44-5987

USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Salesman

KIND OF BUSINESS OR INDUSTRY: Automobiles

RESIDENCE - STATE: Idaho

COUNTY: Twin Falls

CITY, TOWN OR LOCATION: Murtaugh

STREET AND NUMBER: Box 174

INSIDE CITY LIMITS (Yes or No):

FATHER - NAME: William N. Goodman

BIRTHPLACE: Wyoming

MOTHER - MAIDEN NAME: Genevieve Rowley

BIRTHPLACE: Idaho

INFORMANT - NAME: Janet Goodman

MAILING ADDRESS (Street or R.F.D. No., City or Town, State): Box 174 Murtaugh, Id.

BURIAL, CREMATION, REMOVAL (Specify): Burial

DATE: Mar. 5, 1979

CEMETERY OR CREMATORY - NAME: Sunset Memorial Park

LOCATION — CITY OR TOWN, STATE: Twin Falls, Id.

SIGNATURE (Signature): [signature]

LICENSE (Embalmer) No.: M-516

NAME OF FACILITY: White Mortuary

ADDRESS OF FACILITY: Box 845 Twin Falls, Id.

To be Completed by ATTENDING PHYSICIAN Only

I hereby certify that I attended the deceased from _____ to _____

I last saw the deceased alive on _____. To the best of my knowledge death occurred at the time, date and place and due to the cause(s) stated.

(Signature and Title)

DATE SIGNED (Mo., Day, Yr.)

HOUR OF DEATH

To be Completed by CORONER Only

On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated.

(Coroner's Signature): Cloyce D. Edwards

DATE SIGNED (Mo., Day, Yr.): 3/6/79

HOUR OF DEATH: 10:15 p.

PRONOUNCED DEAD (Mo., Day, Yr.): 3/1/79

PRONOUNCED DEAD (Hour): 10:15 p.

IF DEATH WAS DUE TO OTHER THAN NATURAL CAUSES, THE CORONER MUST COMPLETE AND SIGN THE CERTIFICATE

NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): Cloyce Edwards Twin Falls County Coroner Rt. 3 Twin Fals, Idaho 83301

REGISTRAR (Signature): Elaine F. Beeson

DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): March 12, 1979

PART I — IMMEDIATE CAUSE (Enter only one cause per line for (a), (b), and (c).)

(a) Left ventricular outflow, aortic valve stenosis

DUE TO, OR AS A CONSEQUENCE OF

(b)

DUE TO, OR AS A CONSEQUENCE OF

(c) History of aortic valve replacement with porcine prosthesis

Interval between onset and death

PART II — OTHER SIGNIFICANT CONDITIONS — Conditions which contributed to death but not related to cause given in PART I (a)

AUTOPSY (Yes or No): yes

ACC., SUICIDE, HOM., UNDET. OR PENDING INVEST. (Specify)	DATE OF INJURY (Mo., Day, Yr.)	HOUR OF INJURY	DESCRIBE HOW INJURY OCCURRED
INJURY AT WORK (Yes or No)	PLACE OF INJURY — At home, farm, street, factory, office building, etc. (Specify)	LOCATION — STREET OR R.F.D. NO. — CITY OR TOWN	

State of Idaho
County of Ada

I HEREBY CERTIFY That this is a certified copy of a certificate filed with the Department of Health and Welfare under Title 39, Idaho Code.

MAR 19 1979

State Registrar of Vital Statistics

304

A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

JOHN S. MACKEY being first duly sworn upon his oath, according to law, deposes and says:

1-

That by written agreement heretofore made this affiant, JOHN S. MACKEY, and V. L. LOONEY, of Pinedale, Wyoming, Parties of the First Part under said agreement and denoted therein as "Seller", did agree to sell and to convey the following described real estate situate in the County of Sublette and State of Wyoming, to-wit:

Tract numbered 11 of the Daniel Meadows Subdivision, Unit B, as said subdivision appears on the plat and map thereof on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming,

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO easements and rights of way of record or in actual use for telephone lines, electric transmission lines, and irrigation ditches and canals, AND SUBJECT FURTHER TO all outstanding mineral interests, AND SUBJECT FURTHER TO restrictive covenants of record in the office of the Sublette County Clerk, BUT OTHERWISE FREE AND CLEAR of all exceptions, reservations, defects and encumbrances;

unto TONY E. PIRO and DORIS PIRO, husband and wife, whose mailing address is 727 West 32nd Street, San Pedro, California 90731, Parties of the Second Part under said agreement and in said agreement denoted as "Purchaser";

2-

That upon payment for said real estate as provided in said agreement Seller will convey said real estate by statutory form of warranty deed unto the Purchaser

187360

RECORDED November 2 1981 8:00 A M
IN BOOK 39 Misc PAGE 305
FEES $4.00 Dixie Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Peg Carney

3-

Possession of the real estate above described has been delivered unto Purchaser and Purchaser may hold possession thereof under the terms of the said agreement;

4-

Said agreement contains the usual and customary provisions for recovery of the property and termination of the interests of Purchaser in event of default in the payment of the purchase price, interest and other material covenants of the said agreement;

5-

All taxes levied upon said property in the year 1981, and prior thereto, will be paid by Seller;

6-

All taxes levied upon said property in the year 1982, and thereafter, are by the terms of ~~said~~ agreement to be paid by the Purchaser.

JOHN S. MACKEY

Subscribed and sworn to before me this 30th day of October, 1981.

Notary Public

My commission expires

KAYE HAMMONS Notary Public
County of Campbell State of Wyoming
My commission expires November 22, 1983

[redacted] [redacted] [redacted] 3 75

RECEIVED
DEC 08 1980

CONTRACT OF SALE

THIS AGREEMENT made and entered into this 1st day of December, 1980, by and between C. R. O'Neil, also known as C. Robert O'Neil and as Robert O'Neil, and Helen J. O'Neil, also known as Helen O'Neil and as Helen Kvenild O'Neil, husband and wife, of Box 10, Big Piney, Wyoming 83113, hereinafter called SELLER and E. Gene Logan, Thomas A. Gilbertson, John R. Handy, Frank L. Wegener and Howard M. Knutson in equal shares as tenants in common, whose address is c/o L & H Airco, 2000 Oakland Road, San Jose, California 95131, hereinafter called BUYER.

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. SELLER do hereby sell and do covenant, promise and agree to convey and assure by a good and sufficient warranty deed to BUYER the following described real property situate in Sublette County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

> All of that property described in the Warranty Deed, a copy of which is attached hereto as Exhibit "A"

and do further agree to relinquish to BUYER the United States Bureau of Land Management Grazing Permit identified by Exhibit "B" attached hereto; to assign and transfer to BUYER the State of Wyoming Grazing Lease identified by Exhibit "C" attached hereto.

2. BUYER do hereby agree to purchase said premises and to well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed, and do agree to pay for said premises the sum of Seven Hundred Fifty Thousand and no/100 ($750,000.00) Dollars, which sum SELLER agree to accept in full payment therefore. Said purchase price shall be paid as follows:

187367

RECORDED November 2 1981 10:00 A M
IN BOOK 39 Misc PAGE 307
FEES $4.75 Doris Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

307 Dorothy M Lewis

a. $150,000.00 on or before December 1, 1980.

b. $326,357.00 by assuming agreeing to pay and subsequently paying the unpaid principal balance of the mortgage to Federal Land Bank of Omaha dated February 10, 1977, recorded March 2, 1977 in Book 28 of Mortgages, page 564 of the Records of the County Clerk of Sublette County, Wyoming. SELLER shall upon December 1, 1980, pay to the Federal Land Bank of Omaha the sum of $28,944.36 in payment of interest accrued to December 1, 1980, upon such debt and mortgage.

c. The unpaid balance in the amount of $273,643.00 shall be paid in the manner and upon the terms as set forth in the Promissory Note, a copy of which is attached hereto as Exhibit "D".

3. In accordance with the terms of a Purchase Offer, Acceptance and Receipt dated October 24, 1980, SELLER have also agreed to sell and BUYER have agreed to purchase from SELLER, livestock, machinery, equipment and crops growing or stored upon the real property. The price to be paid to SELLER for such additional property is Four Hundred Fifty Thousand and no/100 ($450,000.00) Dollars, of which Three Hundred Thousand and no/100 ($300,000.00) Dollars shall be paid on or before December 1, 1980 ($250,000.00 of such amount was tendered with Purchase Offer Acceptance and Receipt of October 24, 1980) and the balance of One Hundred Fifty Thousand and no/100 ($150,000.00) Dollars shall be paid in accordance with the terms and provisions of the Promissory Note, a copy of which is attached hereto as Exhibit "E". BUYER covenant and agree to pay said sum of $150,000.00 in accordance with the provisions of the note, a copy of which is attached as Exhibit "E". The sum of $150,000.00 shall be secured by a mortgage upon the real property herein described, a copy of which mortgage is attached hereto as Exhibit "F". Such mortgage shall be delivered and recorded as hereinafter provided. Until such mortgage is delivered and recorded this Contract shall be construed to provide to BUYER a lien and security upon the real property herein described for such amount and any default in the provisions of the Promissory Note, a copy of which is attached as Exhibit "E", shall be a default in the provisions of this Contract.

4. Possession of said premises and property shall be delivered to BUYER upon December 1, 1980, reserving however, to SELLER, the possession, use and occupancy of the dwelling house upon the real property, together with right of ingress and egress until January 16, 1981.

5. SELLER shall pay 11/12 of taxes for the year 1980 upon such real and personal property and 1/12 shall be paid by BUYER. Taxes and assessments for 1981 and subsequent years shall be paid by BUYER.

6. From and after December 1, 1980, BUYER shall pay promptly when due all taxes and assessments levied upon said premises, shall keep the improvements upon said premises free and clear of mechanics liens and other liens superior to the lien of this Contract, do agree that all improvements hereafter constructed upon the premises shall be held as additional security subject to the provisions of this Contract, and shall keep the improvements upon said premises insured against loss by fire and with extended coverage insurance in an amount not less than $150,000.00, which insurance shall be endorsed in favor of and payable to SELLER as their interest may appear.

7. BUYER do covenant and agree that they have made application to assume the indebtedness secured by Federal Land Bank of Omaha mortgage upon the real property herein described, and that they will diligently seek to obtain the approval and acceptance of the assumption of such debt and mortgage by BUYER. Upon receipt from Federal Land Bank of Omaha of written consent to the assumption of such debt and mortgage by BUYER, there shall be delivered, by the Escrow agent hereinafter designated, to BUYER, the Warranty Deed, a copy of which is attached hereto as Exhibit "A" and there shall be delivered to SELLER the Promissory Note, a copy of which is attached as Exhibit "D" and the Mortgage, a copy of which is attached as Exhibit "F". The relinquishment and transfer of the Bureau of Land Management

Grazing Allotment and the assignment of the State of Wyoming Grazing Lease (Exhibits "B" and "C") shall be delivered to BUYER whenever it shall be determined, by consent of Federal Land Bank of Omaha, or otherwise, that such assignment and transfer shall not constitute either a default or cause for acceleration of the Federal Land Bank debt and mortgage. Such grazing allotment and lease are and shall remain subject to the lien and security provisions of this Contract and the mortgage (Exhibit "F").

8. SELLER shall provide to BUYER a commitment for owners title insurance policy showing good and insurable title vested in SELLER and which will become vested in BUYER upon execution and delivery of the Deed herein provided to be delivered to BUYER.

9. An executed copy of this Contract, together with the fully executed Warranty Deed, a copy of which is attached as Exhibit "A"; Promissory Note, a copy of which is attached hereto as Exhibit "D"; Real Estate Mortgage, a copy of which is attached hereto as Exhibit "F"; a relinquishment to BUYER of the Bureau of Land Management Grazing Allotment, and an assignment to BUYER of the State of Wyoming Grazing Lease, shall be deposited in Escrow with the State Bank of Big Piney, Big Piney, Wyoming. BUYER and SELLER shall each pay one-half of the acceptance fee or setting up fee of the Escrow agent and one-half of the collection and subsequent charges and fees of the Escrow agent. All payments to be made by BUYER from and after the date of deposit with the Escrow agent shall be made to such Escrow agent and thereupon deposited to the credit of or pay to SELLER as SELLER may from time to time direct. Payments upon the Promissory Note, a copy of which is attached hereto as Exhibit "E", shall however, be made directly to SELLER and upon payment in full of such note SELLER do covenant and agree that they shall promptly notify the Escrow agent of such payment. Upon the receipt by the Escrow agent of written consent from the Federal Land Bank of Omaha to assumption of the Federal Land Bank of Omaha debt and mortgage herein described, such

Escrow agent shall deliver to BUYER the Warranty Deed deposited in Escrow, together with any relinquishment of the Bureau of Land Management Allotment and assignment of the State of Wyoming lease which may still be deposited with the Escrow agent, and shall deliver to SELLERS the Promissory Note and Real Estate Mortgage deposited in Escrow. In the event that BUYER should, prior to the time that the Escrowed documents are otherwise delivered as herein provided, pay to SELLERS the sum of Two Hundred Seventy-Three Thousand Six Hundred Fourty-Three and no/100 ($273,643.00) Dollars, secured by this Contract and evidenced by the Promissory Note, a copy of which is attached as Exhibit "E" and shall also pay to SELLERS the sum of One Hundred Fifty Thousand and no/100 ($150,000.00) Dollars as evidenced by the Promissory Note, a copy of which is attached as Exhibit "E", the Escrow agent shall deliver to BUYER all of the documents deposited with the Escrow agent.

10. BUYER shall promptly cause to be recorded, or delivered to the title insurance company, an executed copy of this Contract as BUYER may deem appropriate for the issuance of the owners title policy to be provided to BUYER.

11. During the term of this Contract, BUYER do covenant and agree that they shall pay promptly when due all fees for the Bureau of Land Management Grazing Allotment, rents which may become due for the State of Wyoming Grazing Lease, payments which may become due to the Federal Land Bank of Omaha under the provisions of its note and mortgage herein described and that BUYER shall keep the improvements upon the real property in as good order and condition as they now are, ordinary wear and tear excepted.

12. Time is of the essence of the conditions and agreements herein set forth and these presents are upon the express condition that in case of failure of BUYER to perform any or either of the covenants and promises on their part to be performed, then SELLER may give to BUYER notice of such default and if the event of the

failure of BUYER to cure such default within thirty (30) days after the date of such notice, then SELLER may: (1) declare this contract void and hold and retain all monies paid on this contract by BUYER as rent for use and occupation of said premies and take immediate possession of the premises and regard the person or persons in possession on such termination of the contract as tenant or tenants holding over without permission and recover all damages sustained by holding over without permission and by reason of any waste or damage committed or suffered on said premises; or (2) declare the full unpaid balance of this contract immediately due and payable and proceed to foreclose upon this contract in the manner provided by law for the foreclosure of real estate mortgages, including power of sale. In the event of foreclosure, SELLER shall at once become entitled to exclusive possession, use and enjoyment of the property and to all rents, issues and profits thereof from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption if any there be, and such possession, rents, issues and profits shall at once be delivered to SELLER on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by SELLER in an appropriate civil suit or proceeding. In either event, BUYER agree that they shall pay all costs and attorney fees incurred by SELLER in terminating or foreclosing this agreement.

13. This agreement shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

C. R. O'NEIL

HELEN J. O'NEIL

E. GENE LOGAN
BY: Jane Copeland
Attorney in Fact

HOWARD M. KNUTSON
BY: Jane Copeland
Attorney in Fact

THOMAS A. GILBERTSON
BY: Jane Copeland
Attorney in Fact

JOHN R. HANDY
BY: Jane Copeland
Attorney in Fact

FRANK L. WEGENER
BY: Jane Copeland
Attorney in Fact

STATE OF WYOMING)
) SS.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me by C. R. O'Neil, also known as C. Robert O'Neil and as Robert O'Neil, and Helen J. O'Neil, also known as Helen O'Neil and as Helen Kvenild O'Neil, husband and wife, and by Gary Espeland, Attorney in Fact for E. Gene Logan, Thomas A. Gilbertson, John R. Handy, Frank L. Wegener, and Howard M. Knutson, this 1st day of December, 1980.

WITNESS my hand and official seal.

Notary Public

D. Kent Boswell Notary Public
County of Albany State of Wyoming
My Commission Expires Feb. 1 '82

My Commission Expires:

EXHIBIT "A"

WARRANTY DEED

C.R. O'NEIL, aka C. ROBERT O'NEIL and as ROBERT O'NEIL, and HELEN J. O'NEIL, aka HELEN O'NEIL and as HELEN KVENILD O'NEIL, husband and wife, grantors of Big Piney, Sublette County, Wyoming, in consideration of Seven Hundred Fifty Thousand and no/100 ($750,000.00) Dollars, receipt whereof is hereby acknowledged, convey and warrant to E. Gene Logan, Thomas A. Gilbertson, John R. Handy, Frank L. Wagener, and Howard M. Knutson in equal shares as tenants in common grantees, whose address is c/o L & H Airco, 2000 Oakland Road, San Jose, California 95131, the following described real estate situate in Sublette County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the state, to-wit:

Township 29 North of Range 112 West of the 6th P.M.

Section 10: S½NE¼, N½SE¼, NE¼NW¼SE¼SE¼, N½NE¼SE¼SE¼
Section 11: SW¼NW¼, NW¼SW¼, SE¼SW¼, S½SE¼, N½N½SW¼SW¼, SE¼NE¼SW¼SW¼
Section 12: S½SW¼, SW¼SE¼
Section 13: W½NE¼, NW¼, N½SW¼, S½S½, N½SE¼
Section 14: N½NE¼, SE¼SE¼, NE¼SE¼NE¼, N½NW¼SE¼NE¼, SE¼NW¼SE¼NE¼, N½SE¼SE¼NE¼, SE¼SE¼SE¼NE¼
Section 24: NE¼NW¼, N½NE¼, EXCEPT a tract of land in the N½NE¼, more particularly described as follows:
Beginning at a point which is north 87°42'10" west a distance of 315.97 feet from the southeast corner of the N½NE¼; thence from said point of beginning north 87°42'10" west a distance of 870.50 feet, thence north a distance of 604.93 feet, thence north 86°21'45" east a distance of 181.37 feet, thence south 64°12'30" east a distance of 765 feet, thence south a distance of 318.47 feet to the point of beginning, AND EXCEPT a tract located in the N½ more particularly described as follows: Beginning at a point which is South a distance of 1283.81 feet and N. 87°42'10" West, a distance of 1186.47 feet from the Northeast corner of said Section 24; thence N. 87°42'10"W., a distance of 1357.25 feet; thence N. 59°32'59" E., a distance of 137.35 feet; thence , N. 70°49'45" E., a distance of 561.29 feet; thence N. 59°13'38" E., a distance of 357.81 feet; thence N. 69°36'44" E., a distance of 304.40 feet thence N. 86°21'45" E., a distance of 114.71 feet; thence, South, a distance of 604.93 feet to the Point of beginning

Township 29 North of Range 111 West of the 6th P.M.

Section 18: Lots 3 and 4, E½SW¼, SW¼SE¼ and Tract 59, EXCEPT that part of tract 59 situate south and east of the centerline of Sublette County Road No. 23-134, more particularly described as follows:
Beginning at the southeast corner of said Tract 59, thence north along the east line of Tract 59 a distance of 654.46 feet to a point on the centerline of Sublette County Road No. 23-134; thence south 52°08'24" west along the centerline of the County Road a distance of 824.80 feet, thence south 61°26'06" west continuing along the centerline of the County Road a distance of 235.49 feet to a point on the south line of Tract 59, thence south 87°36'18" east along the south line of Tract 59 a distance of 8[illegible].73 feet to the point of beginning, containing 6.[illegible] acres more or less.

Section 19: Lot 1, NE¼NW¼, NW¼NE¼, EXCEPT a parcel consisting of all lands lying south and east of the centerline of Sublette County Road No. 23-134 in the NW¼NE¼ and E½NW¼ of Section 19, being more particularly described as follows:
Beginning at the southeast corner of the NW¼NE¼ of Section 19, thence north 00°01'25" east along the east line of the NW¼NE¼ a distance of 1,246.49 feet to a point on the centerline of Sublette County Road No. 23-134, thence south 61°03'00" west along said centerline a distance of 2,[illegible]1.96 feet to a point on the south line of the NE¼NW¼ of Section 19, thence south 87°17'45" east along said south line a distance of 1,[illegible]09.11 feet to the southeast corner of the NE¼NW¼, thence south 87°17'52" east along the south line of the NW¼NE¼ a distance of 1,324.78 feet to the point of beginning, containing 34.78 acres more or less.

Together with all improvements thereon and appurtenances, hereditaments and water rights thereto belonging or in anywise appertaining, including all water storage rights in the Middle Piney Reservoir as owned by grantors.

SUBJECT to reservations, easements and rights of way of record and as appear upon the premises.

EXCEPTING an undivided one-half (½) interest in and to the oil and gas royalty which is or may hereafter be reserved; which exception is more particularly described in a royalty conveyance to Victor S. McGinnis and Dorothy McGinnis dated January 14, 1958, recorded January 14, 1958 in Book 18 of Oil and Gas, page 471 in the records of the County Clerk, Sublette County, Wyoming.

EXCEPTING all oil, gas, coal and other minerals reserved by the United States in patents to said premises.

RESERVING in addition thereto, to Grantors an undivided three percent (3%) royalty of all oil and gas produced and saved from the premises.

RESERVING also to Grantors, an undivided one-half (1/2) of all minerals, excepting oil and gas, in, on and under said premises.

SUBJECT to a mortgage to the Federal Land Bank of Omaha dated February 10, 1977, recorded March 2, 1977 in Book 28 of Mortgages , page 564 of the records of the County Clerk of Sublette County, Wyoming, in the principal amount of Three Hundred Thirty-Four Thousand ($334,000.00) Dollars, the unpaid balance of which Grantees do hereby assume and agree to pay.

WITNESS our hands this 1st day of December, 1980.

C. R. O'NEIL

HELEN J. O'NEIL

STATE OF WYOMING)
) SS.
COUNTY OF FREMONT .)

The foregoing was acknowledged before me by C. R. O'Neil, aka C. Robert O'Neil and as Robert O'Neil, and by Helen J. O'Neil aka Helen O'Neil and as Helen Kvenild O'Neil, husband and wife, this _____ day of December, 1980.

Notary Public

My Commission Expires:

EXHIBIT "B" 347

Form 4130-3
(February 1979)
(formerly 4115-3)

4115

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management

WY046
03/19/80

STATE: WYOMING
OFFICE: ROCK SPRINGS
GRAZING RECORD NO.: 4380
PREFERENCE: SECTION 3 PERMIT

FORM APPROVED
OMB NO. 42-
RA: 6

GRAZING PREFERENCE STATEMENT

O NEIL, C. R.
BIG PINEY WY 83113

BUR OF LAND MANAGEMENT
PINEDALE RA HDQTRS
PO BOX 768
PINEDALE WY 82941

This statement describes your basic grazing schedule(s) and summarizes your recognized grazing preference by allotment as included in your grazing permit or lease. If you intend to follow the grazing schedule(s) as set out below during the next grazing year, no further action is required. You will be billed accordingly about 15 days in advance of the earliest begin grazing date for each numbered grazing schedule. If you desire to change the grazing schedule(s) set out below for the next grazing year, you may apply in the vacant space below or on another form. Application(s) for change in the schedule(s) should be filed 30 days prior to the earliest begin date in the schedule(s). Sign and return applications for change to the BLM address shown above.

LINE NO	ALLOTMENT NAME	LIVESTOCK NUMBER/KIND	PERIOD BEGIN	PERIOD END	% PL USE	TYPE USE	AUMS
	SCHEDULE NUMBER 1						
1	O NEIL IND 21	80 C	05/16/80	06/15/80	100	ACTIVE	8
						TOTAL-ACT	8

ALLOTMENT SUMMARY (AUMS)

	PREFERENCE TOTAL	SU	ACTIV	SCHEDULED USE ACTIVE	NONUSE	NOTSCHED	DIFFERENCE OREN	E	OTHER USE CHNG	EPHML	OTHE
3	169		8	80							

ow your recorded brands, ks, and les.

ow reason for nonuse, if sted: financial or other reason beyond cont of the operator; or livestock disease or quarantine.

nature of Permittee Les

date

the 18, U.S.C., Section 1 makes it false, fictitious, or fra t statem e for any person knowingly and willfully to or representation as to any matter within it to any de jurisdiction. an officer or agency of the Unite

See terms and conditions on reverse he

PERMITTEE/LESSEE

TERMS AND CONDITIONS

Application for change in grazing use on the public lands or other lands administered by the Bureau of Land Management must be filed with the authorized officer having jurisdiction over the lands involved.

All livestock grazing on the public lands and/or other lands administered by the Bureau of Land Management within the areas specified in a grazing permit or lease must be in accordance with all the rules and regulations, now or hereafter approved by the Secretary of the Interior, governing these lands.

The terms and conditions of a grazing permit or lease and the fees charged for grazing use are established in accordance with the provisions of the grazing regulations as approved by the Secretary of the Interior.

All grazing fees are due the United States upon issuance of the billing notice and must be paid in full prior to the first grazing period indicated on the billing notice, except as otherwise provided in the terms and conditions of a grazing permit or lease.

A grazing permit or lease is subject to the provisions of Executive Order [illegible], as amended, which sets out the [illegible]. A copy of this order may be obtained from any [illegible] office.

It is further understood and agreed that no Member of, or Delegate to Congress, or Resident Commissioner after his election or appointment, either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, other than members of Advisory Committees created in accordance with the Federal Advisory Committee Act (5 U.S.C. [illegible]) and sections 309 and 403 of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.) shall be admitted to any share or part in a grazing permit or lease, or to derive any benefit to arise therefrom, and the provisions of Section 3741 Revised Statutes (41 U.S.C. 22; 18 U.S.C. Sections 431-433, and 43 CFR Part 7), enter into and form a part of a grazing permit or lease, so far as the same may be applicable.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: Taylor Grazing Act, 43 U.S.C. 315; Federal Land Policy and Management Act of 1976, 43 U.S.C. 1701; and Public Rangelands Improvement Act of 1978, 43 U.S.C. 1901.

PRINCIPAL PURPOSE: The information is to be used to process your application for change in grazing use on the public lands.

ROUTINE USES: (1) The adjudication of the applicants' preference to use the land or resources. (2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources. (3) Transfer to the appropriate Federal agencies when concurrence is required prior to granting a preference to use public lands or resources. (4) Transfer to the Department of Justice in the event of litigation involving the records or the subject matter of the records. (5) Transfer, in the event there is indicated a violation or potential violation of a statute, regulation, rule, order, permit, or lease, whether civil, criminal or regulatory in nature, to the appropriate agency or agencies, whether Federal, State, local or foreign, charged with the responsibility of investigating or prosecuting such violation or charged with enforcing or implementing the statute, rule, regulation, order, permit, or lease violated or potentially violated.

EFFECT OF NOT PROVIDING INFORMATION: If you do not file this application and furnish the requested information, you may not be authorized to make changes in grazing use on the public lands during the next year.

EXHIBIT "D"

PROMISSORY NOTE

$273,643.00 December 1, 1980

FOR VALUE RECEIVED we jointly and severally promise to pay to the order of C. R. O'Neil and Helen J. O'Neil in equal shares as tenants in common at Box 10, Big Piney, Wyoming 83113, the sum of TWO HUNDRED SEVENTY-THREE THOUSAND SIX HUNDRED FOURTY-THREE Dollars ($273,643.00) together with interest at the rate of ten (10%) percent per annum on the unpaid balance.

Principal and interest shall be payable in annual installments as follows:

Upon January 3, 1982, $44,535.40 plus interest upon $273,643.00 at the rate of 10% per annum from the date hereof to January 3, 1981,

Upon January 3, 1983 and the same day of each and every year thereafter until the whole of said principal sum together with interest shall have been fully paid, the sum of $44,535.40.

Makers may pay any greater amount upon any installment paying date and interest will be charged thereafter only on the unpaid balance, or may pay the full balance due at any time without penalty. Extra or advance payments which are smaller than the unpaid balance shall not reduce or eliminate future annual payments. Each payment shall be first applied to interest on the unpaid balance of the principal and the remainder to principal until said debt is paid in full.

Time is of the essence of this note and the holders may, at their option, declare the entire balance of said debt due and collectible in the event of default in payment of any installment for a period of thirty (30) days.

In the event of default in payment of this note and if the note is placed in the hands of an attorney for collection, makers agree to pay a reasonable attorney's fee and all costs of collection.

Makers, endorsers and guarantors of this note severally waive presentment for payment, demand, protest and notice of protest and non-payment thereof.

E. EUGENE LOGAN, BY: _____ Attorney in Fact

THOMAS A. GILBERTSON BY: _____ Attorney in Fact

JOHN R. HANDY BY: _____ Attorney in Fact

FRANK L. WEINER BY: _____ Attorney in Fact

HOWARD M. HUTSON BY: _____ Attorney in Fact

d. apprd. 8/6/[redacted]

EXHIBIT "C"

STA[redacted] WYOMING

LEASE NO. [redacted] 3-7915

Office of the Commissioner of Public Lands

BOARD APPROVED APR 5 197

GRAZING AND AGRICULTURAL
LEASE

HIS INDENTURE OF LEASE, Made and entered into by and between the State of Wyoming, hereinafter designated as the LESSOR, and

ESSEE (Name) C. R. O'NEIL

ITNESSETH, That Whereas the lessee has made written application to the Board of Land Commissioners to lease the state lands reinafter described, pursuant to the provisions of Title 36, Chapter 6, WYOMING STATUTES 1957, and amendments subsequent ereto, which application has been accepted by the Board of Land Commissioners and a lease ordered issued to the applicant for the ıds.

OW THEREFORE, The Lessor, for and in consideration of the payment of the first year's rental, receipt of which is hereby knowledged, and the covenants and agreements herein mentioned, to be kept and performed by the lessee does by these presents, demise, se and let unto lessee, for GRAZING AND AGRICULTURAL purposes only the following described lands in SUBLETTE County, Wyoming, to-wit:

ESCRIPTION:

LEASE 3-7915 G

ACRES	DESCRIPTION	SEC	TP	RG
640.00	ALL	16	29	112

TO HAVE AND TO HOLD the premises with the appurtenances, unto the lessee for the term hereinafter specified, subject, however, to all terms, nditions, regulations and restrictions contained in this lease, the Statutes of the State of Wyoming, and the Rules and Regulations prescribed by the Board of nd Commissioners.

IT IS MUTUALLY AGREED AND COVENANTED BY AND BETWEEN THE LESSOR AND THE LESSEE AS FOLLOWS:

(1) RENTAL—The lessee shall pay to the lessor at the office of the Commissioner of Public Lands, Capitol Building, Cheyenne, Wyoming, a rental for use of said land in the amount of $ 45.00 per annum on or before the date specified, together with such interest and penalties as may be ovided by law, or the Rules and Regualtions of the Board of Land Commissioners, provided that in the event of a change in the classification of said lands, e to the use thereof, the Board of Land Commissioners may increase or decrease the rental accordingly. The rental herein stipulated is subject to change on inspection and classification of the lands. The State of Wyoming, reserves the right at any time after the second year of the lease anniversary date to increase or de- ease the annual rental on this lease.

(2) TERM OF LEASE—The term of this lease shall begin at 5:00 o'clock P.M. on the 1st day of MARCH, A. D. 19 79 and terminate at 5:00 P. M. on the 1st day of MARCH, A. D. 19 89.

(3) USE—The leasehold or tenantry right leased and let by this lease, is for GRAZING AND AGRICULTURAL purposes only, as specified in the plication of the lessee; provided, that in the event the lessee changes the use of grazing lands to agricultural purposes, either by dry land process or irrigation, tice shall be given to the Commissioner of Public Lands of the acreage placed under cultivation and the lessee shall pay an increased annual rental therefore fixed by the Board of Land Commissioners. In the event the lessee fails to notify the Commissioner of Public Lands of such changes in the use of the lands, lessor reserves the right to demand and collect such additional rental, and the crops growing thereon and the improvements owned by the lessee shall be d in payment therefor.

(4) RESERVATIONS—The State of Wyoming reserves:

The right to order the sale of all or any portion of said premises at any time after one year from the date hereof except as modified by Section 36-181, oming Statutes, 1957.

The right to lease and dispose of all coal, oil, gas, and other minerals, and all deposits of clay, stone, gravel and sand valuable for building, mining or mmercial purposes, and all timber except such timber as shall be necessary for the improvement of such lands or fuel for the use of the family occupying lands herein leased, together with the right to mine and remove such minerals and other deposits and timber with the right of ingress and egress thereto.

The right to lease all or any portion of said premises for the purpose of mining and removing all minerals and deposits expressly reserved to the State of oming, and to declare a cancellation of said lease on all or any portion of said lands when required for such purposes.

vh

) The right to hold, sell, appropriate or otherwise dispose of any fences or other improvements of any character upon said lands to insure the payment ntals, mages or other expenses accruing to the State by virtue of this lease.

The right and privilege of any person to fish in any streams, lakes or ponds, and to hunt, pursue and kill game animals, game birds and migratory bi der applicable State and Federal hunting and fishing laws on said premises.

The right at any time to grant Rights of Way across said premises for ditches, canals, tunnels, telephone and telegraph lines, pipe lines, power lines, sch uses or other lawful purposes, with right of ingress and egress thereto.

The right to use or lease said premises or any part thereof at any time for any purpose other than the rights and privileges herein specifically granted.

) The lessee shall not take any fur bearing anim s from any of the lands under this lease except where a permit to do so has been secured from t oming Game and Fish Commission and consent thereto has also been obtained from the Commissioner of Public Lands. The Board of Land Commission erves the right by itself or its duly appointed agent to enter in and upon said lands and take therefrom fur bearing animals, provided that it shall first obta e consent and approval of the Wyoming Game and Fish Commission.

The lessee shall observe the laws and regulations for the protection of game animals, game birds, non-game birds, migratory birds and game fish and n necessarily disturb such animals, birds or fish.

(5) ASSIGNMENTS—No assignments of this lease shall be binding upon the lessor unless such assignment be recorded in the office of the Commission Public Lands and approved by the Board of L d Commissioners.

(6) SUB-LEASES—The lessee shall have the right to sub-lease or sub-let for contract rental, the lands leased herein for grazing and agricultural purpos ovided that in no event shall such lands be sub-leased or sub-let for contract rental unless one-half of such excess rental shall be paid to the STATE AN CH SUB-LEASE OR CONTRACT AGREEMENTS OR AGREEMENTS OF ANY KIND, SHALL FIRST, BEFORE BEING ENTERED INTO BY TH RTIES, BE SUBMITTED TO THE BOARD FOR EXAMINATION AND ACTION THEREON.

(7) The lessee shall not in any event, cut, destroy or remove, or permit to be cut, destroyed or removed any live timber that may be upon t mises; and only so much dead timber as may be essential for domestic use and for improvements on said premises; the lessee shall report promptly t ting or removal of timber by her persons.

(8) IMPROVEMENTS—The lessee shall not construct or make improvements upon the premises hereby leased in excess of the value of $750.00 p tion without first filing an application for permission to construct or make such improvements with the Commissioner, which shall be subject to allowan rejection. In case the lessee fails to comply with the provisions of this paragraph, any and all improvements erected on said premises shall forfeit to a come the property of the State of Wyoming, as provided by law.

(9) FORFEITURE—In case the rental hereinbefore provided, or any part thereof, shall not be paid within the time herein provided, or if it termined that this lease has been procured by fraud, deceit or misrepresentation, or if the lands or any part thereof be used for unlawful or illegal purpos if default be made in the performance of any of the terms of this lease, the Board shall have power and authority to elect to declare the term ended a cel this lease.

(10) SURRENDER OF PREMISES UPON TERMINATION OF LEASE—The lessee shall, upon termination of this lease, surrender and deliver unto t or the peaceful and uninterrupted possession of said premises.

(11) TIME AND SPECIFIC PERFORMANCE are each of the essence of this lease, and all agreements and conditions herein contained shall extend be binding alike upon the heirs, administrators, successors and assigns of the parties hereto.

(12) This lease shall be subject to all provisions of law regulating the leasing of grazing and agricultural lands by the State.

(13) The lessee having made certain representations to the lessor in written application, in the nature of an offer to lease the premises herein describe lessor by the execution and delivery of this lease to the lessee accepts said offer to lease, expressly relying upon the representations made in said writte lication which is made a part hereof.

(14) This lease is granted and issued upon the express condition and understanding that should the lessor hereafter find it to be the best interest of th te to exchange the lands embraced in this lease for other lands, as provided by the laws of the United States and the State of Wyoming, then, in that even s lease may be terminated upon giving the lessee one (1) year's notice, unless by mutual consent of the lessor and the lessee an earlier date of terminatio y be fixed; and providing further, that the lessee shall have the opportunity of presenting his objections to the Board of Land Commissioners before fin on is taken.

IN WITNESS WHEREOF, the State of Wyoming has caused these presents to be signed by the Commissioner of Public Lands and his official seal to b eunto affixed _____ APR 10 1979 _____, and the lessee ha sed these presents to be signed and sealed in the manner following:

incorporated, affix corporate seal).

LESSOR: THE STATE OF WYOMING

By _____
Commissioner of Public Lands

SIGN HERE—LESSEE: X _____
C. R. O'NEIl

SIGNEE _____

DRESS _____

SIGNEE _____

DRESS _____

SIGNEE _____

DRESS _____

FUND:

COMMON SCHOOL

ASE EXPIRES 5:00 O'CLOCK P.M.

March 1, _____, 19 89

EXHI[redacted]F"

MORTGAGE DEED

E. Gene Logan, Thomas A. Gilbertson, John R. Handy, Frank L. Wegener, Howard M. Knutson,

Mortgagors, of c/o L & H Airco, 2000 Oakland Road, San Jose, California 95131 to secure the payment of FOUR HUNDRED TWENTY-THREE THOUSAND SIX HUNDRED FOURTY-THREE ($423,643.00) Dollars with interest from December 1, 1980, at the rate of ten (10%) percent per annum evidenced by two (2) Promissory Notes dated December 1, 1980 as follows

Note in the principal amount of $273,643.00 payable in ten (10) annual installments with final payment due January 3, 1991,

Note in the amount of $150,000.00 payable in two (2) installments with final payment due September 1, 1931,

do hereby nortgage to C. R. O'Neil and Helen J. O'Neil in equal shares as tenants in common, mortgagees, of Box 10, Big Piney, Wyoming 83113, the following described real estate situate in the County of Sublette, State of Wyoming, to-wit:

Township 29 North of Range 112 West of the 6th P.M.

Section 10: S½NE¼, N½SE¼, NE¼NW¼SE¼SE¼, N½NE¼SE¼SE¼
Section 11: SW¼NW¼, NW¼SW¼, SE¼SW¼, S½SE¼, N½N½SW¼SW¼, SE¼NE¼SW¼SW¼
Section 12: S½SW¼, SW¼SE¼
Section 13: W½NE¼, NW¼, N½SW¼, S½S½, N½SE¼
Section 14: N½NE¼, SE¼SE¼, NE¼SE¼NE¼, N½NW¼SE¼NE¼, SE¼NW¼SE¼NE¼, N½SE¼SE¼NE¼, SE¼SE¼SE¼NE¼
Section 24: NE¼NW¼, N½NE¼, EXCEPT a tract of land in the N½NE¼, more particularly described as follows:
Beginning at a point which is north 87°42'10" west a distance of 315.97 feet from the southeast corner of the N½NE¼; thence from said point of beginning north 87°42'10" west a distance of 870.50 feet, thence north a distance of 604.93 feet, thence north 86°21'45" east a distance of 181.37 feet, thence south 64°12'30" east a distance of 765 feet, thence south a distance of 318.47 feet to the point of beginning, AND EXCEPT a tract located in the N½ more particularly described as follows: Beginning at a point which is South, a distance of 1233.81 feet and North 87°42'10" W., a distance of 1186.47 feet from the Northeast corner of said Section

24,; thence N. 87°42'10" W., a distance of 1357.25 feet; thence N. 59°32'59"E., a distance 1f 137.35 feet; thence, N. 70°49'45" E., a distance of 561.29 feet; thence N. 59°13'38" East, a distance of 357.81 feet; thence North 69°36'44" East a distance of 304.40 feet; thence North 86°21'45" E., a distance of 114.7 feet; thence south a distance of 604.93 feet to the point of beginning.

Township 29 North of Range 111 West of the 6th P.M.

Section 18: Lots 3 and 4, E½SW¼, SW¼SE¼ and Tract 59, EXCEPT that part of Tract 59 situate south and east of the centerline of Sublette County Road No. 23-134, more particularly described as follows:
Beginning at the southeast corner of said Trac 59, thence north along the east line of Tract 59 a distance of 654.46 feet to a point on the centerline of Sublette County Road No. 23-134; thence south 52°08'24" west along the centerli of the County Road a distance of 824.80 feet, thence south 61°26'06" west continuing along the centerline of the County Road a distance of 235.49 feet a point on the south line of Tract 59, thence south 87°36'18" east along th south line of Tract 59 a distance of 358.73 feet to the point of beginning, containing 6.0 acres more or less

Section 19: Lot 1, NE¼NW¼, NW¼NE¼, EXCEPT a parcel consisti of all lands lying south and east of the center-line of Sublette County Road No. 23-134 in the NW¼NE¼ and NE¼NW¼ of Section 19, being more particularly described as follows:
Beginning at the southeast corner of the NW¼NE¼ of Section 19, thence north 00°01'24" east along the east line of the NW¼NE¼ a distance of 1,246.49 feet to a point on the centerline of Sublette County Road No. 23-134, thence south 65°03'30" west along said center-line a distance of 2,681.96 feet to a point on the south line of the NE¼NW¼ of Section 19, thence south 87°17'45" east along said south line a distance of 1,109.11 feet to the south-east corner of the NE¼NW¼, thence south 87°17'45" east along the south line of the NW¼NE¼ a distance of 1,324.78 feet to the point of beginnir containing 34.78 acres more or less.

Together with all improvements thereon and appurtenances, hereditaments and water rights thereto belonging or in anywise appertaining, including all water storage rights in the Middle Piney Reservoir as owned by grantors.

SUBJECT to reservations, easements and rights of way of record and as appear upon the premises, including mineral, including oil and gas, reservations.

SUBJECT to mortgage to the Federal Land Bank of Omaha dated February 10, 1077 in the principal amount of Three Hundred Thirty-Four Thousand ($334,000.00) Dollars recorded March 2, 1977 in Book 28 of Mortgages, on page 764 on the records of the County Clerk of Sublette County, Wyoming.

Together with United States Bureau of Land Management Grazing Allotment No. 2163 (Grazing Record No. 4389) for 169 AUM's, 89 of which are suspended and 80 of which are active; and State of Wyoming Grazing and Agricultural Lease No. 3-7915 covering Section 16, Township 29 North, Range 112 West, Sublette County, Wyoming.

Together with any and all other grazing permits and leases appurtenant to any of the real property herein described.

The mortgagors agree to pay the indebtedness hereby secured, to pay all taxes and assessments on said premises, to pay promptly when due all payments which may become due under the provisions of the mortgage to Federal Land Bank of Omaha hereinabove described; to pay promptly when due all fees and rents which may become due for the Bureau of Land Management Grazing Allotment and the State of Wyoming Grazing and Agricultural Lease, and to keep the buildings upon the real property hereinabove described insured in a sum not less than $150,000.00 during the life of this mortgage in favor of and payable to the Mortgagees, and in case the Mortgagors shall fail to pay such taxes and assessments and to keep the premises insured as aforesaid the Mortgagees may insure said buildings and pay said taxes and assessments and all sums so paid shall be added to and considered as part of the above indebtedness hereby secured and shall draw interest at the rate of fifteen (15%) percent per annum.

In case default shall be made in payment of the above sum hereby secured or in the payment of the interest thereon or any part of such principal or interest, then the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon, shall become due and payable and the mortgagees, their legal representatives or assigns, may proceed by suit or by power of sale, pursuant to law, to foreclose on and sell said property and out of the proceeds of such sale they shall pay all sums due hereunder together with all costs of sale and foreclosure, including a reasonable sum as attorney fees.

In case of any default whereby the right of foreclosure occurs Mortgagees shall at once become entitled to exclusive possession, use and enjoyment of all property and to all rents, issues and profits thereof from the accruing of such right and during contingency of foreclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues and profits shall at once be delivered to Mortgagees on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by Mortgagees in an appropriate civil suit or proceeding.

Mortgagors hereby covenant and warrant that this is a purchase money mortgage; that neither Mortgagors nor any of them nor the spouse or any member of the family of Mortgagors or any of them has heretofore lived or resided upon the premises or has or claims any homestead interest therein. Mortgagors relinquish and waive all rights under and by virtue of the homestead exemption laws of the State.

DATED this day of December, 1980.

E. [illegible]NE LOGAN
BY:

Attorney in Fact

THOMAS A. GILBERTON
BY:

Attorney in Fact

JOHN R. HANDY
BY:

FRA[illegible] L. WEG[illegible]NER
BY:

Attorney in Fact

H[illegible] M. KN[illegible]TSON
I

Attorney in Fact

STATE OF WYOMING)
) SS.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me by Gary Espeland, as Attorney in Fact for e. Gene Logan, Thomas A. Gilbertson, John R. Handy, Frank L. Wegener and Howard M. Knutson, this _____ day of December, 1980.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

3076

327

26

187369

ARTICLES OF PARTNERSHIP

HL RANCH PARTNERSHIP

RECORDED November 2 1981 12:22 P.M.
IN BOOK 39 Misc PAGE 327
FEES 23.00 Sandra Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Klein

PREAMBLE

JOHN R. HANDY, E. GENE LOGAN, THOMAS A. GILBERTSON, FRANK R. WEGENER, HOWARD M. KNUTSON, and GARY A. ESPELAND, of HL RANCH, BIG PINEY, WYOMING, agree to associate together as partners for the purpose of conducting a specific business under the following terms and conditions:

1. **TYPE OF BUSINESS**

The partners hereof voluntarily associate themselves as partners for the purpose of conducting the business of operating and developing the real property commonly known as HL Ranch for the purpose of farming, ranching, and the marketing of livestock and such kindred activities as may pertain to the same.

2. **NAME OF PARTNERSHIP**

The name of the partnership shall be HL Ranch Partnership.

3. **TERM OF PARTNERSHIP**

Said partnership shall commence effective October 24, 1980, and shall continue until dissolved by mutual agreement of the parties or as terminated as provided herein.

4. **PLACE OF BUSINESS**

The principal place of business of the partnership shall be Big Piney, Sublette County, Wyoming, and such other places as may be mutually agreed upon by the parties.

5. **CLASSES OF PARTNERS**

There are two classes of partners, designated as senior and junior partners respectively. The senior partners are designated as JOHN R. HANDY, E. GENE LOGAN, THOMAS A. GILBERTSON, FRANK R. WEGENER, HOWARD M. KNUTSON with the junior partners designated as GARY A. ESPELAND, and his authorized partial assignees if any. The junior partners shall have only such rights and duties as are set forth herein specifically applying

to said junior partners.

6. **INITIAL CAPITAL**

The senior partners shall place so much capital as is necessary to acquire the subject property as defined hereinafter. In addition, the senior partners shall be solely responsible for the payments made and rights given under that certain contract of sale dated October 24, 1980, by and between the senior partners and C. R. O'Neil and Helen O'Neil, husband and wife. Said contract shall remain as between the parties to said contract, it being the specific intent of the senior partners and junior partners that no assignment of rights or delegation of duties under the terms of said October 24, 1980, agreement has been or will be made.

7. **INITIAL PARTNERSHIP ASSETS**

The initial partnership assets include the following items:

a. Approximately 1,629 acres known as the O'Neil Ranch together with a residence, barns, corrals, sheds and all other improvements thereon, not including coal rights, mineral rights, easements, reservations, and rights of way of record which appear on said premises.

b. All cattle running on the O'Neil ranch not including any cattle owned by C. R. O'Neil and Helen O'Neil.

c. All machinery, equipment and other personal property described in Exhibit "A" to that certain October 24, 1980, agreement between the senior partners and C. R. O'Neil, Helen O'Neil, husband and wife.

d. All rights and interest in grazing permits and leases in the State of Wyoming granted to senior partners by C. R. O'Neil and Helen O'Neil.

e. All water rights appurtenant to the real property designated as permit numbers 3222, 2657E, and 5842E.

8. **RETURN ON INVESTMENT CAPITAL**

The senior partners, upon contributing the initial

328

capitalization of the partnership, shall be entitled to the repayment of all monies paid or contributed for the purpose of acquiring the assets of the partnership together with interest thereon at the rate of twenty five per cent (25%) per year on the outstanding balance thereof, with the interest thereon to aggregate no more than two hundred per cent (200%) of the amount contributed. Said return of capital to the senior partners shall be payable, at the option of senior partners, at such time as the senior partners shall determine is practicable in their unfettered discretion, with said return of initial capital to be payable prior to the distribution of any profits of the partnership.

9. **WITHDRAWAL OF CAPITAL**

No partner, junior or senior, shall withdraw any portion of the capital of the partnership without the express written consent of no less than a majority of the senior partners.

10. **CONTRIBUTIONS TO CAPITAL**

No partner shall be required to make additional contributions to the capital of this partnership without the unanimous written consent of all senior partners, in which case contributions shall be in proportion to the interest held by the partner.

11. **PROFITS AND LOSSES**

Any net profit or loss that may accrue to the partnership shall be distributed to or borne by the partners in proportion to the interest held by said partner, subject only to the return of initial capital as set forth hereinabove.

12. **REIMBURSEMENT OF EXPENSES**

The partnership shall pay for ordinary expenses reasonably incurred by a partner in the proper conduct of the partnership business. Prior to any expenses being incurred, one other senior partner must approve of the type and amount of said expense. Any expenses incurred without prior approval shall be

charged to the interest of the partner unless a majority of the senior partners shall determine that said expense was reasonable and necessary.

13. **BOOKS OF ACCOUNT**

At all times during the continuance of the partnership, the partners shall keep accurate books of account in which matters relating to the partnership, including income, expenses, assets, and liabilities thereof, shall be entered. Said books shall be open to examination by any partner at any time.

14. **FISCAL YEAR**

The fiscal year of the partnership shall end on the 31st of December of each year.

15. **ACCOUNTING**

Any partner may require a complete accounting the partnership affairs as of the close of business on the last day of December of each year. In addition, the partnership shall provide each partner with a year-end accounting of the net profits and losses of the partnership. Except as to manifest errors brought to the attention of the other partners within sixty (60) days after the rendition of such accounting, each such accounting shall be final and conclusive as to the partners.

16. **PARTNERSHIP INTERESTS**

Each senior partner shall have an undivided eighteen per cent (18%) interest in the partnership. The junior partner(s) shall have an undivided total interest of ten per cent (10%).

17. **SALARIES OF PARTNERS**

As compensation for services in and about the partnership business, each partner shall be entitled to so much salary as the majority of the senior partners shall determine is appropriate, payable monthly, which salary shall be deducted by the partnership as an ordinary and necessary expense of business before determination of net profits. The salary of any partner

may, however, be increased or reduced at any time by a majority of the senior partners, without any formal notice thereof.

18. **DRAWS AGAINST PROFITS**

No partner shall be entitled to draws against profits without the written agreement of at least a majority of the senior partners.

19. **NET PROFITS DEFINED**

The term "net profits" as used in this agreement shall mean the profits of the partnership as determined by generally accepted accounting principles.

20. **TIME DEVOTED TO PARTNERSHIP**

The senior partners shall be required to devote only so much of their time and attention to the partnership business as said senior partners shall deem reasonably necessary for the furtherance of such business. The junior partners shall devote so much of their time and attention to the partnership businss as is necessary to run the partnership business on a day-to-day basis.

21. **MANAGEMENT AND AUTHORITY**

Each senior partner shall have an equal voice in the management of the partnership and shall have authority to bind the partnership in making contracts, incurring obligations in the name or credit of the partnership provided however, no senior partner shall incur any obligations in the name of the partnership or the credit of the partnership exceeding the sum of Ten Thousand Dollars ($10,000) without the express written consent of a marjority of the other senior partners. Junior partners shall have no authority to bind the partnership in making contracts and incurring obligations in the name of the partnership or on the credit of the partnership except as to ordinary day-to-day expenses necessary for the ordinary course of business in an amount not exceeding Five Thousand Dollars ($5,000). All obligations incurred in violation of the provisions set forth above shall be charged to and collected from the individual junior or senior partner incurring such

obligation.

22. **WITHDRAWAL OF PARTNER**

Any partner may withdraw from the partnership at the end of any fiscal year by giving the other partners ninety (90) days written notice of said intention so to do. Upon the withdrawal of any partners, the partnership shall continue to do business in the manner in which said business was conducted prior to the withdrawal of said partner.

23. **OPTION TO PURCHASE**

On dissolution of the partnership by the death, withdrawal or other act of any partner, the remaining partners may purchase the interest of the withdrawing or deceased partner in the assets and good will of the partnership, and the remain partners shall have an option to purchase such interests of said withdrawing partner by paying to such partner or his personal representative the value of such interest as determined in accordance with this agreement.

24. **PURCHASE PRICE OF PARTNERSHIP INTEREST**

On the exercise of the option to purchase the partnership interest of the the withdrawing or deceased partner, the remaining partners shall pay the value of such interest as shown on the last regular accounting of the partnership preceding such dissolution, together with the full unwithdrawn portion of such deceased, withdrawing or terminating partner's share of any net profits or losses by the partnership between the date of such accounting and the date of dissolution of the partner's interest. The purchase price of the interest of a junior partner in the purchase of said deceased, withdrawing, or terminated partner shall be reduced to account for any amount remaining unpaid of the initial capitalization and interest thereon, on a pro rata basis.

25. **PURCASE UPON DEATH OF PARTNER**

In the event of the death of a partner, the remaining partners shall have 180 days from the death of the

deceased partner to purchase the interest of the deceased partner unless the parties, including the representative of the deceased partner, shall agree otherwise. In the event there are unsufficient monies in the partnership to enable the remaining partners to purchase the interest of the deceased partner, the partnership may execute a promissory note for the amount owed to the representative of the deceased partner which note shall be payable over a period of not more than three years, with interest thereon to accrue at the rate of ten per cent (10%) per annum or the prevailing rate of prime as determined by the Bank of America, whichever is less.

26. **TYPE OF PARTNERSHIP INTEREST**

Each partner shall remain as a senior or junior partner until otherwise agreed to by all of the parties hereto.

27. **REMOVAL OF PARTNER**

Any junior or senior partner may be removed and said partner's interest terminated upon the unanimous written agreement of all other senior partners. In the event of said termination by the agreement of senior partners, the removed partner shall be entitled to the payment of said partner's interest in the partnership within sixty (60) days of the termination thereof, unless otherwise agreed to by the parties hereto.

28. **DISSOLUTION**

Upon the dissolution of the partnership other than as provided hereinabove, and upon the failure of the agreement of the remaining partners to provide for the continuation of business the partnership shall be wound up, the assets of the partnership liquidated, the debts paid, and the surplus divided among the partners according to their then net worth in the partnership business.

29. **ASSIGNMENT**

No partner shall be entitled to assign any interest said partner might have in the partnership without the express written consent of all of the senior partners, it being

expressly authorized that Gary A. Espeland may assign any or all interest he might have to Chris Bardin or Wayne (Bardy) Bardin at such times in the future as the division of duties and contribution of work shall allow.

30. **NOTICES**

Any and all notices between the parties provided for under the terms of this agreement shall be in writing, and shall be deemed served when personally delivered to a partner or in lieu of personal service upon five (5) days after said notice is deposited in the United States mail, certified, postage prepaid and addressed to the last known address of the partner, or such other address as the partner may designate in the books of the partnership. Whenever possible telephone confirmation of any and all notices shall be attempted or given.

31. **CONSENTS, MODIFICATIONS OR AGREEMENTS**

Consents, modifications or notices permitted by this agreement shall be in writing and signed by the necessary parties thereto, which writing shall be filed and kept with the books of the partnership.

32. **GOOD WILL**

On all accountings provided for in this agreement, the good will of the partnership shall be valued at One Dollar ($1.00), or such other sum as is agreed to by all of the senior partners for the purpose of determining good will, in which case said determination will apply to all partners.

33. **SOLE AND ONLY AGREEMENT**

This instrument contains the sole and only agreement of the parties relating to the partnership and correctly sets forth the rights, duties, and obligations of each of the partners in connection herewith. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect.

34. **VENUE**

The proper place of venue for the determination of

any disputes under terms of this agreement shall be in the County of Sacramento, State of California, or such other county and state as the partners may unanimously agree. Said place of venue shall be the sole and only proper place for the bringing of an action in reference to the partnership. This agreement shall be construed under the laws of the State of California.

WHEREFORE, the parties hereto have executed this agreement as effective the date first written above.

JOHN R. HANDY

E. GENE LOGAN

THOMAS A. GILBERTSON

FRANK R. WEGENER

HOWARD M. KNUTSON

GARY A. ESPELAND

[redacted] [redacted] [redacted]

CONSENT

We, the spouses of the above referenced partners, acknowledge the terms of this agreement and consent to the terms thereof.

Sara B. Handy

M. Susan Knutson

Linda Wagner

Sharon L. Logan

Juanita H. Gilbertson

[redacted]

STATE OF Wyoming)
) ss.
COUNTY OF Albany)

On July 14, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary A. Espeland

_____,

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Kristy L. Chadwick Notary Public
County of Albany State Of Wyoming
My Commission Expires Nov. 2, 1984

Kristy L. Chadwick
NOTARY PUBLIC

STATE OF Calif.)
) ss.
COUNTY OF Santa Clara)

On July 24, 1981 before me, the undersigned, a Notary Public in and for said State, personally appeared Jack Handy
E. Gene Logan
Thomas Gilbertson
Frank C. Wegener
Howard Knutson

_____,

known to me to be the persons whose name are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
DEBORAH K. HENRY
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Commission Expires April 2, 1985

Deborah K. Henry
NOTARY PUBLIC

AMENDMENT AND MODIFICATION OF

STANDARD PURCHASE OFFER, ACCEPTANCE AND RECEIPT

WHEREAS, JANET GOODMAN, a single woman, hereinafter referred to as Owner, and RAYMOND A. BOWLSBY and LA WANNA BOWLSBY, husband and wife, hereinafter referred to as Buyers, did enter into and execute a certain Standard Purchase Offer, Acceptance and Receipt concerning the sale and purchase of a certain tract of real property, said document being recorded in Book 35 of Miscellaneous, page 605, in the office of the County, Sublette County, Wyoming; and

WHEREAS, said description of real property was incorrect as it described in part the West One-half (1/2) of Lot Four (4), Bloom Subdivision, Sublette County, Wyoming, when the correct description in part was the West One-quarter (1/4) of Lot Four (4) Bloom Subdivision, Sublette County, Wyoming,

NOW, THEREFORE, in order to correct the description of the real property involved in said document, the description that presently reads

> "property situate in Pinedale, Sublette County, Wyoming, described as Bloom Subdivision: $E\frac{1}{2}$ of Lot 3, $W\frac{1}{2}$ of Lot 4"

is hereby amended and modified to read as follows:

> "property described as: The East one-half (1/2) of Lot Three (3) and the West One-quarter (1/4) of Lot Four (4), Bloom Subdivision, Sublette County, State of Wyoming."

All other conditions of said document shall remain in full force and effect.

DATED this 14 day of October, 1981.

Janet Goodman
Janet Goodman, Owner

DATED this 28 day of October, 1981.

Raymond A Bowlsby
Raymond A. Bowlsby, Buyer

LaWanna Bowlsby
LaWanna Bowlsby, Buyer

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Raymond A. Bowlsby and LaWanna Bowlsby this 28th day of October, 1981.

187376

RECORDED November 2 1981 3:45 PM
IN BOOK 37 Misc PAGE 338
FEES $6.00 Jane J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M. Lewis

Witness my hand and official seal.

Betty C. Hubbard
Notary Public

My commission expires: May, 1984

STATE OF Idaho)
) ss.
COUNTY OF Twin Falls)

The foregoing instrument was acknowledged before me by Janet Gooman this 14 day of October, 1981.

Witness my hand and official seal.

Barbara L. Debmore
Notary Public

My commission expires: June 1985

A F F I D A V I T

187381 RECORDED January 3 1978 11:00 A M

IN BOOK 39 Misc PAGE 340

FEES $ 8.00 Lora J. York COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy Whelan

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

V. L. LOONEY being first duly sworn upon his oath, according to law, deposes and says:

1-

That by written agreement heretofore made this affiant, V. L. LOONEY, and PATRICIA E. LOONEY, husband and wife, of Pinedale, Wyoming, Parties of the First Part under said agreement and denoted therein as "Seller", did agree to sell and to convey the following described real estate situate in the County of Sublette and State of Wyoming, to-wit:

That part of the SE/4 NW/4 and NE/4 SW/4 of Section 4, Township 34 North, Range 112 West, Sublette County, Wyoming, described as follows:

Beginning at the northeast corner of the said SE/4 NW/4;

Thence S00°-02.3'E, 1354.09 feet along the east line of said SE/4 NW/4 to the southeast corner of said SE/4 NW/4;

Thence continuing S00°-02.3'E, 1319.52 feet along the east line of said NE/4 SW/4 to the southeast corner of said NE/4 SW/4;

Thence N89°-39.4'W, 657.64 feet along the south line of said NE/4 SW/4 to a corner;

Thence N00°-04.3'W, 2672.30 feet to a corner on the north line of said SE/4 NW/4;

Thence S89°-46.2'E, 659.20 feet along said north line to the corner of beginning;

Encompassing an area of 40.40 acres, more or less;

TOGETHER WITH a right of ingress and egress across Horseshoe Road of record in the office of the Clerk of Sublette County in Book 39 of Miscellaneous Records on page 140;

The base bearing for this survey is the north line of the NW/4 of Section 5, T34N, R112W being N89°-52'W;

Each "corner" marked by a 2" galvanized steel pipe with brass cap inscribed appropriately;

It is hereby noted that the foregoing description is not identical with the E/2 SE/4 NW/4, E/2 NE/4 SW/4 of Section 4, T34N, R112W, Sublette County, Wyoming, but is a reasonable approximation;

All in accordance with the plat titled "V. L. LOONEY Plat of Sections 4, 5, and 6, T34N, R112W, Sections 29, 30, 31 and 32, T35N, R112W and Section 1, T34N, R113W, SUBLETTE COUNTY, WYOMING" sheet 2 of 2 dated October 1981 and revised 14 October 1981;

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto, AND TOGETHER WITH all roads, ways and roadways appurtenant thereto;

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO all roads, ways, roadways, telephone lines, electric transmission lines, irrigation ditches and canals situate thereon or appearing of record, AND SUBJECT FURTHER TO all outstanding mineral interests.

unto JOE DEAN HUSKEY and DIANA E. HUSKEY, husband and wife, whose mailing address is 606 White Mountain Road, Rock Springs, Wyoming 82901, Parties of the Second Part under said agreement and in said agreement denoted as "Purchaser";

2-

That upon payment for said real estate as provided in said agreement Seller will convey said real estate by statutory form of warranty deed unto the Purchaser;

3-

Possession of the real estate above described has been delivered unto Purchaser and Purchaser may hold possession thereof under the terms of the said agreement;

4-

Said agreement contains the usual and customary provisions for recovery of the property and termination of the interests of Purchaser in event of default in the payment of the purchase price, interest and other material covenants of the said agreement;

5-

All taxes levied upon said property in the year 1981, and prior thereto, will be paid by Seller;

6-

All taxes levied upon said property in the year 1982, and thereafter, are by the terms of said agreement to be paid by the Purchaser.

V. L. LOONEY

Subscribed and sworn to before me this 3rd day of November, 1981.

Notary Public

My commission expires:

FAYE HAMMONS Notary Public
County of Sublette
State of Wyoming
My Commission expires November 22, 1983

347

343

$12.00 ..October 28, 1981 9A
182PR
5[illegible]

IN THE DISTRICT COURT OF THE THIRTEENTH
JUDICIAL DISTRICT OF THE STATE OF MONTANA,
IN AND FOR THE COUNTY OF CARBON.

Probate No. _____

IN THE MATTER OF THE ESTATE OF)
)
ELIZABETH HENDERSON,)
)
Deceased.)
)
)

AFFIDAVIT

STATE OF MONTANA,)
)ss.
County of Carbon,)

JOSEPH E. MUDD being first duly sworn upon his oath, deposes and says:

That he is a duly licensed and practicing Attorney in the State of Montana.

That attached to this Affidavit are two (2) documents, the first entitled Assignment of Partnership Interest, transferring interest in real estate from Elizabeth H. Henderson to Roy M. Henderson. Said Assignment of Partnership Interest was duly delivered to Roy M. Henderson who delivered the same to the partnership that owned the property transferred. Execution and delivery was complete, however recording did not take place. The second document is a document entitled Quit Claim Deed duly executed by Roy M. Henderson transferring ownership in said property to Coessie A. Henderson of Joliet, Montana. Said deed was duly delivered to Coessie A. Henderson but not recorded. A review of the facts of the case and the location of the documents is in fact shown delivery was complete.

Dated this 30th day of October, 1981.

187390

JOSEPH E. MUDD

RECORDED Nov. 4 1981 8:00 AM
IN BOOK 39 Misc PAGE 343
FEES 12.00 Sandy Yahn COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Lewis

Subscribed and sworn to before me on this 20th day of October, 1981.

Notary Public for the State of Montana
Residing at Bridger
My Commission expires 10-23-81

345

ASSIGNMENT OF PARTNERSHIP INTEREST

FOR VALUE RECEIVED, I, the undersigned, a partner in M. F. Whelan Company, have this day assigned all of my fifteen percent (15%) interest in the above named partnership to my husband, ROY M. HENDERSON, of Joliet, Montana.

It is understood that this assignment covers and includes all of the assets of said partnership, including the following described real property interest, and I hereby sell, remise, release and quit-claim unto the said Roy M. Henderson all of my right, title and interest in and to the said real estate, situated in the Counties of Lincoln and Sublette, State of Wyoming, to wit:

All surface rights in and to -

Lot 7 and the SW¼ of SE¼ of Section 29;
Lot 1, NW¼ of SW¼, W½ of NW¼, E½ of W½, and W½ of E½ of Section 32,
All in Township 27 North, Range 112, West of the 6th P.M., Sublette County, Wyoming; and

Lots 2, 3, 8, 9 and 14; the SW¼ of NE¼ and NW¼ of SE¼ of Section 5, Township 26 North Range 112, West of the 6th P.M., Lincoln County Wyoming.

IN WITNESS WHEREOF, I hereunto set my name and seal this 11th day of April, 1969.

Elizabeth W. Henderson
Elizabeth W. Henderson, Assignor.

STATE OF MONTANA,

COUNTY OF [illegible] ss:

On this 11th day of April, 1969, before me personally appeared Elizabeth W. Henderson, wife of Roy M. Henderson, to me known to be the person who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed.

Given under my hand and seal this 11th day of April, 1969.

Notary Public,
My commission expires: 5/11/73

[redacted] [redacted] [redacted]

40

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That ROY M. HENDERSON of Joliet, Montana, hereinafter called "Grantor", for and in consideration of the sum of One Dollar ($1.00) cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assigns and deliver to COESSIE A. HENDERSON of Joliet, Montana, hereinafter called "Grantee", an undivided one-sixth (1/6th) interest in and to the following described lands, situated in Lincoln and Sublette Counties, State of Wyoming, to-wit:

Lot Seven (7) and the Southwest Quarter of the Southeast Quarter (SW¼-SE¼) of Section Twenty-nine (29); Lot One (1); the Northwest Quarter of the Southwest Quarter (NW¼-SW¼); the West Half of the Northwest Quarter (W½-NW¼); the East Half of the West Half (E½-W½), and the West Half of the East Half (W½-E½) of Section Thirty-two (32), all in Township Twenty-seven (27) North, Range One Hundred Twelve (112), West of the 6th P.M., Sublette County, Wyoming; and

Lots Two (2), Three (3), Eight (8), Nine (9) and Fourteen (14); the Southwest Quarter of the Northeast Quarter (SW¼-NE¼) and the Northwest Quarter of the Southeast Quarter (NW¼-SE¼) of Section Five (5), Township Twenty-six (26) North, Range One Hundred Twelve (112), West of the 6th P.M., Lincoln County, Wyoming,

Containing 784.89 acres, more or less;

Together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals, and storing, handling, transporting and marketing the same therefrom, with the right to remove from said land all of Grantee's property and improvements.

TO HAVE AND TO HOLD the above described property and easement, with all and singular, the rights, privileges and appurtenances thereto, or in anywise belonging to the said Grantees herein, their heirs, successors, personal representatives, administrators, executors and assigns forever.

WITNESS THE HAND AND SEAL of said Grantor this 23 day of January, 1980.

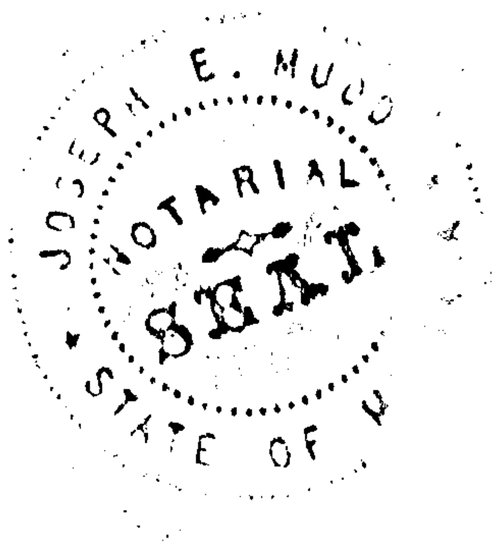
Roy M. Henderson

346

STATE OF MONTANA,)
)ss.
County of Carbon,)

On this 25 day of JANUARY, 1980, before me, the undersigned, a Notary Public for the State of Montana, personally appeared ROY M. HENDERSON known to me personally to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.



Notary Public for the State of Montana
Residing at Bridger
My Commission expires 6/21/80

[redacted] [redacted] [redacted]

ASSIGNMENT OF CONTRACT FOR DEED

This Agreement made and entered into this 6th day of November, 1981, by and between MARY E. KOCH, a/k/a MARY E. GUINARD, a single person, hereinafter referred to as SELLER, and JAMES MICHAEL HUNTLEY and BRIAN JOHN MACLEAN, hereinafter referred to as PURCHASERS,

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth and in further consideration of the sums of money agreed to be paid by the Contract of Deed entered into by and between the parties hereto, dated 26 July, 1980, the receipt and sufficiency of which consideration is hereby irrevocably acknowledged, the parties hereto do mutually agree as follows:

1. That PURCHASERS do hereby sell, assign and transfer all of their right, title and interest in and to that present Contract for Deed dated the 26th day of July, 1980, recorded the 28th day of July, 1980, in Book 37 of Miscellaneous at Page 225, in the office of the County Clerk and Ex-Officio Registrar of Deeds of Sublette County, Pinedale, Wyoming, which Contract of Deed referred to the N1/2N1/2, of Section 9, R. 113 W., T. 34 N., 6th P.M., Sublette County, Wyoming, together with all improvements situate thereon or appurtenant thereto and together with all water and water rights, ditch and ditch rights, unto themselves and their wives, so that from this day forward, all title to all right title and interest, shall be held as follows, to-wit: JAMES MICHAEL HUNTLEY and JULIE JONES HUNTLEY, husband and wife, tenants by the entireties with full right of survivorship as to an undivided one-half interest thereof, as one entity, and BRIAN JOHN MACLEAN and DIANE GODSCHALX MACLEAN, husband and wife, tenants by the entireties with full right of survivorship as to an undivided one-half interest thereof, as one entity, said entities to hold as tenants in common without any right of survivorship as between two said entities. This Assignment is made subject to all terms, covenants and conditions of the above Contract for Deed.

2. SELLER herein, notwithstanding Paragraph 10 of the above described Contract for Deed does hereby irrevocably consent to this Assignment.

187416

RECORDED November 6 1981 1:45 P M
IN BOOK 39 Misc PAGE 348
FEES $8.00 Lou J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M Edens
348

3. The parties hereto do mutually agree that the original of this Assignment of Contract for Deed shall be placed of public record in the office of the County Clerk and Ex-Officio Registrar of Deeds of Sublette County, Wyoming, and that a copy of this Assignment together with a copy of Warranty Deed to carry into full force and effect the terms and intent of this Assigrnment of Contract for Deed shall be placed in escrow at the First National Bank of Pinedale, Pinedale, Wyoming, to be held according to the instructions of said escrow as pertains to all documents delivered to said escrow agent under the terms of the above referenced Contract for Deed.

4. This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the respective parties hereto.

5. This Assumption of Contract for Deed is entered into effective as of the day and year first appearing above.

Mary E. Guinard
MARY E. KOCH, a/k/a MARY E. GUINARD

James Michael Huntley
JAMES MICHAEL HUNTLEY

Brian John MacLean 7/17/81
BRIAN JOHN MACLEAN

STATE OF WYOMING)
)§
COUNTY OF SUBLETTE)

The above and foregoing Assignment of Contract for Deed was acknowledged before me this 17th day of July, 1981, by Mary E. Koch, a/k/a Mary E. Guinard.

Witness my hand and official seal.

Ellen A. Deputy
~~Notary Public~~ Clerk of District Court

My ~~commission~~ expires: 1-3-84

STATE OF WYOMING)
) §
COUNTY OF Fremont)

The above and foregoing Assignment of Contract for Deed was acknowledged before me this 4 day of Sept., 1981, by James Michael Huntley.

Witness my hand and official seal.

CAROL N. FARTHING - Notary Public
County of Fremont State of WYOMING
My Commission Expires Jan. 30, 1985

Notary Public

My commission expires: Jan. 30, 1985

STATE OF Colorado)
) §
COUNTY OF Arapahoe)

The above and foregoing Assignment of Contract for Deed was acknowledged before me this 8th day of Sept., 1981, by Brian John Maclean.

Witness my hand and official seal.

Notary Public

My commission expires: 5/22/85

NOTARY PUBLIC STATE OF COLORADO

351

AGREEMENT FOR WARRANTY DEED—FORM NO. 14 THE MILLS COMPANY, SHERIDAN

THIS AGREEMENT, Made and entered into this 3rd day of July 19 81, by and between Victor D. Fulk

of Pinedale, Sublette County, State of Wyoming, of the first part, and Randy D. Hargrove 675 Barnhard

of Green River, Sweetwater County, State of Wyoming, of the second part,

WITNESSETH, That the party of the first part, for and in consideration of the sum of ($100.00) One Hundred and no/100 DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said party of the second part, his heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on his part to be kept and performed; do es hereby for himself and his heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said party of the second part by a good and sufficient Warranty Deed, subject, however, to all of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lot #166 Barger subdivision, block four, fourth filing, as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances there unto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; to prior mineral reservations of record; and to all restrictions governing Barger Subdivision filed in the office of the County Clerk.

SOLD FOR Three Thousand Five Hundred and no/100 DOLLARS ($3500.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the party of the second part do es hereby, for himself and his heirs, executors, administrators and assigns, covenant, promise and agree to and with the said part of the first part, his heirs, executors, administrators, and assigns to pay the balance of the consideration price for said premises and all taxes and assessments when due, as follows, to-wit:

$100.00 down; balance of $3400.00 payable in 72 equal monthly payments of $64.73 which include interest at the rate of 11% annum, first said payment due August 1, 1981, succeeding payments due the 1st day of each month thereafter until paid in full.

187437

RECORDED November 6 1981 1:58 PM
IN BOOK 3 Misc PAGE 351
FEES 6.00 $ [illegible] COUNTY CLERK
[illegible] COUNTY CLERK
by Dorothy W Eskelson

Payable at the office Big Country Ranches with interest at the rate 11 per cent per annum from date. Interest payable includ[illegible] If principal or interest is not paid when due, the [illegible] to draw 1[illegible] per cent interest per annum from maturity until paid.

PROVIDED ALWAYS and these presents are upon the express condition, that in case of failure said party of the second part, his heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on his part to be performed, then said party of the first part, his heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said party of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The party of the second part agrees to keep the buildings on said premises insured in a sum not less than none Dollars, in favor of and payable to party of the first part, as his interests may appear.

This contract issued in duplicate and not transferable without permission in writing first party first had and obtained.

In presence of

Randy D. Hargrove

Victor D. Fulk dba Big Country Ranches

State of Utah
County of Salt Lake } ss.

The foregoing instrument was acknowledged before me by Victor D. Fulk,

this 3rd day of July, 1981.

Witness my hand and official seal.

Kathryn Fuhr
Signature

Notary Public
Title of Officer

My Commission expires: 2/2/85

State of Wyoming)
ss.
County of Sublette)

The foregoing instrument was acknowledged before me by Randy D Hargrove,
this 6th day of November, 19 81.
Witness my hand and official seal.

Signature
Notary Public SUBLETTE CO. CLERK
Title of Officer

My ~~Commission~~ TERM Expires: 1-3-83

ASSIGNMENT

_____ 19

For VALUE RECEIVED, _____ hereby assign unto _____
all _____ right, title and interest in and to the within contract, and I authorize the part _____ of the first part therein to execute a deed to said _____ or to _____ heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS _____ _____
Party of the Second Part.

Consent is hereby given for the above assignment. _____
Party of the First Part.

DATE		TOTAL PAYMENT		INTEREST		PRINCIPAL		BALANCE		BY

The State of Wyoming)
: ss.
County of Sweetwater)

A F F I D A V I T

Jacqueline L. Miller, also known as Jacqueline Lee Miller and Jacquelin Lee Miller, of lawful age, being first duly sworn according to law, upon her oath deposes and says:

1. That Jack E. Miller died intestate at Rock Springs, Sweetwater County, Wyoming, on the 27th day of September, 1981.

2. That Jack E. Miller and Jacqueline L. Miller were married to each other at Evanston, Uinta County, Wyoming, on May 14, 1965 and were husband and wife continuously from said date until the death of said Jack E. Miller.

3. That on the 30th day of December, 1977, Jack E. Miller and Jacqueline Lee Miller purchased the following described real property from Richard D. Hecox and Dorothy I. Hecox, husband and wife:

A tract of land located in the NE¼SE¼ of Section 26, Township 37 North, Range 110 West of the 6th Principal Meridian, Sublette County, Wyoming, and more particularly described as follows: Beginning at a point which is S. 37°28'54" W., a distance of 1303.87 feet from the East Quarter Corner of said Section 26; thence from point of beginning S. 50°36'42" W., a distance of 200.07 feet; thence N. 55°27'34" W., a distance of 417.40 feet to a point on the southeast right-of-way line of the Green River Lakes Road; thence along said right-of-way N. 41°35'00" E., a distance of 419.66 feet to the right-of-way marker of centerline Station 412+95.5, said point being a point of curve; thence along said right-of-way curve to the right a distance of 93.55 feet, said curve having a central angle of 2°15'06", R = 2380.50 feet, T = 46.78 feet; thence S. 53°00'00" E., a distance of 445.23 feet to the point of beginning; containing 2.009 acres, more or less. Together with all improvements and appurtenances thereunto appertaining.

4. That Richard D. Hecox and Dorothy I. Hecox, husband and wife, duly and regularly executed and delivered a Warranty Deed dated December 30, 1977, in favor of Jack E. Miller and Jacquelin Lee Miller, husband and wife, as tenants by the entireties, as grantees, which warranty deed was filed for record in the office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, Wyoming, on January 12, 1978, and recorded in Book 39, Page 325 under Reception No. 164744.

5. That at the time of said purchase and the execution and delivery of said warranty deed, said Jack E. Miller and Jacqueline Lee Miller were husband and wife, and said conveyance was made to them as such husband and wife, and created an estate by the entireties in favor of Jack E. Miller and Jacquelin Lee Miller, and that they owned and held the

RECORDED November 2 1981 8:00 AM
IN BOOK 39 Misc. PAGE 353
$ 8.00 Sara Hyde
SUBLETTE COUNTY, PINEDALE, WY[illegible] CLERK

187153

title to said real property as tenants by the entireties continuosly from said December 30, 1977, until the death of said Jack E. Miller on September 27, 1981.

6. That said Jacqueline L. Miller, also known as Jacqueline Lee Miller and Jacquelin Lee Miller, was the surviving spouse of said Jack E. Miller, and by virtue thereof, said estate by the entireties vested solely in her upon the death of said Jack E. Miller, and that she then became the sole owner in fee simple of all the real property hereinbefore particularly described.

7. That this affidavit is made in accordance with the provisions of Section 34-6-102, Wyoming Statutes, 1977, and that the Certificate of Death hereunto annexed, and by this reference made a part of this affidavit, is a copy of the official death certificate of the decedent, Jack E. Miller, certified to by the public authority in which such original death certificate is made of record.

Dated this 26 day of October, 1981.

Jacqueline L. Miller
Jacqueline L. Miller, also known as Jacqueline Lee Miller and Jacquelin Lee Miller

Subscribed and sworn to before me this 26th day of October, 1981.

My commission expires:

August 1, 85

Notary Public

354

STATE OF WYOMING
SWEETWATER COUNTY

Edwin C. Mehle
SIGNATURE
Sept. 30, 1981
DATE

I, EDWIN C. MEHLE, Local Registrar of Vital Statistics within and for SWEETWATER County, do hereby certify that the within and foregoing certification is a true and correct copy of the information contained in the original certificate submitted to my office and which will be forwarded to the Registrar of Vital Statistics, State Department of Public Health, Cheyenne, Wyoming.

355

167

STATE OF WYOMING
DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

TYPE OR PRINT IN PERMANENT INK — FOR INSTRUCTIONS SEE HANDBOOK

LOCAL FILE NUMBER — STATE FILE NUMBER

DECEDENT

1 DECEDENT'S NAME (First) JACK (Middle) E. (Last) MILLER
2 SEX: Male
3 DATE OF DEATH (Mo. Day Yr.): Sept. 27, 1981
4a RACE (White, Black, American Indian, etc.): White
4b ORIGIN OR DESCENT (Mexican, Puerto Rican, Cuban, etc.): Dutch-Welsh
5a AGE (Last Birthday): 39
5b UNDER 1 YEAR — MINS.
5c UNDER 1 DAY — HOURS / MINS.
6 DATE OF BIRTH (Mo. Day Yr.): Mar [illegible] 1942
7a RESIDENCE (Street and Number): [illegible] of Sweetwater County
7b INSIDE CITY LIMITS?: Emer. Room
7c CITY OR TOWN: Rock Springs
7d COUNTY: Sweetwater
8 STATE OF BIRTH (If not U.S.A. name country): Wyoming
9 CITIZEN OF WHAT COUNTRY: U.S.A.
10 MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): Married
11 SURVIVING SPOUSE (If wife, give maiden name): Jacqueline Lee Faccio
12 WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify Yes or No): Yes
13 USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): [illegible]
14 KIND OF BUSINESS OR INDUSTRY: Construction
15a RESIDENCE STATE: Wyoming
15b COUNTY: Sweetwater
15c CITY OR TOWN: Rock Springs
15d STREET AND NUMBER: Space #25, 1638 Elk Street
15e INSIDE CITY LIMITS?: Yes

PARENTS

16 FATHER'S NAME (First, Middle, Last): Joseph F. Miller
17 MOTHER'S NAME (First, Middle, Last): Catherine Logan
18a INFORMANT'S NAME: Mrs. Jacqueline L. Miller
18b MAILING ADDRESS (Street and Number, City or Town, State): Outlaw Inn Trailer Court, Space #25, 1638 Elk Street, Rock Springs, Wyoming 82901

DISPOSITION

19a BURIAL, CREMATION, REMOVAL, OTHER: Burial Sept. 30, 1981
19b CEMETERY OR CREMATORY NAME: Mountain View Section, Rock Springs Municipal
19c LOCATION (City or Town, State): Rock Springs, Wyoming
20a SIGNATURE OF LICENSEE (Funeral Director or Person Acting As Such): ▶ /s/Michael S. Vase 398
20b NAME OF FACILITY: Vase Funeral Home 85
20c ADDRESS OF FACILITY (Street or R.F.D. No., City or Town, State): 154 Elk Street, Rock Springs, Wyoming

CERTIFIER

21a To be completed by attending physician only: To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated.
SIGNATURE AND TITLE OF CERTIFYING PHYSICIAN: ▶ /s/Michael Kramer, M.D.
21b DATE SIGNED (Mo. Day Yr.): September 28, 1981
21c HOUR OF DEATH: 1:33P M
NAME OF ATTENDING PHYSICIAN (If other than certifier):

22a To be completed by CORONER only: On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated.
SIGNATURE AND TITLE OF CORONER: ▶
22b DATE SIGNED (Mo. Day Yr.):
22c HOUR OF DEATH: M
22d PRONOUNCED DEAD (Mo. Day Yr.): AT M

23 NAME AND ADDRESS OF CERTIFYING PHYSICIAN OR CORONER: Michael Kramer, M.D., Mem. Hosp. Sweetwater Co., Rock Springs, Wyoming 82901

REGISTRAR

24a SIGNATURE OF LOCAL REGISTRAR: ▶ /s/ Edwin C. Mehle
24b DATE FILED BY REGISTRAR (Mo. Day Yr.): September 29, 1981

CAUSE OF DEATH

CONDITIONS, IF ANY, WHICH GAVE RISE TO IMMEDIATE CAUSE (a) STATING THE UNDERLYING CAUSE LAST

PART I
(a) Cardiopulmonary Arrest — Interval between onset and death: 5-20 minutes
DUE TO OR AS A CONSEQUENCE OF
(b) Gunshot Wound of Head with Brain Destruction — Interval between onset and death:
DUE TO OR AS A CONSEQUENCE OF
(c) — Interval between onset and death:

PART II — OTHER SIGNIFICANT CONDITIONS — Conditions contributing to death but not related to cause given in PART I (a)

26 AUTOPSY (Specify Yes or No): No
27 WAS CASE REFERRED TO CORONER (Specify Yes or No): Yes

28a ACCIDENT, SUICIDE, HOMICIDE, UNDETERMINED OR PENDING INVESTIGATION (Specify): Suicide
28b DATE OF INJURY (Mo. Day Yr.): Sept. 27, 1981
28c HOUR OF INJURY: Abt. 1:15P M
28d DESCRIBE HOW INJURY OCCURRED: Self-inflicted gunshot wound
29a INJURY AT WORK (Specify Yes or No): No
29b PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify): Parent's Home
29c LOCATION (Street or R.F.D. No., City or Town, State): 617 3rd Ave. West, Rock Springs, Wyoming

AGREE[redacted]OR WARRANTY DEED—FORM NO. 1[redacted] THE MILLS COMPANY, [redacted]

THIS AGREEMENT, Made and entered into this 6th day of November 1981, by and between WILLIAM T. FARIS and JESSIE M. FARIS, husband and wife,

of Pinedale, Sublette County, State of Wyoming, of the first part, and JOHN T. FRANZE and JOAN HAINES FRANZE, husband and wife, as tenants of an estate by the entireties with full right of survivorship,

of Pinedale, Sublette County, State of Wyoming, of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of ($ 5,000.00) Five Thousand and No/100 - DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to 2/12 of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lots Nine (9) and Ten (10) Block Two (2) Nelson Addition to the Town of Pinedale, Wyoming, as the same appears of record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming; together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

SOLD FOR Seventeen Thousand and No/100 - - - - - DOLLARS ($ 17,000.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said parties of the first part, their heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$5,000.00 down; balance of $12,000.00 payable in 84 monthly payments of $211.84 which include interest at the rate of 12% per annum, first said payment due 12/15/81, succeeding payments due the 15th day of each month thereafter until paid in full

187485

RECORDED November 10 1981 3:30 P M
IN BOOK 39 Misc PAGE 356
FEES $4.00 Carol York COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Dorothy W. Lewis

Payable at the office of Rock Springs National Bank with interest at the rate of 12 per cent per annum from date. Interest payable included. If principal or interest is not paid when due, the same to draw 12 per cent interest per annum from maturity until paid.

Right to accelerate payments and thus reduce interest is hereby granted by parties of the first part.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said parties of the first part, their heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than insurable amount [redacted] in favor of and payable to parties of the first part, as their interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

[redacted]

William T. Faris
Jessie M. Faris
John T. Franze
Joan Haines Franze

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by William T. Faris, Jessie M. Faris, John T. Franze and Joan Haines Franze,

this 6th day of November, 1981.

Witness my hand and official seal.

Don Tegeler
Notary Public
State of Wyoming
County of Sublette
My Commission Expires Dec. 18, 1982

Signature
Notary Public
Title of Officer

My Commission Expires: [redacted]

356

357

AGREEMENT FOR WARRANTY DEED—FORM NO. 14 THE MILLS COMPANY, SHERIDAN

THIS AGREEMENT, Made and entered into this 28 day of October 19 81, by and between MOUNTAIN SPRINGS RANCH, INC.

of Sublette County, State of Wyoming, of the first part, and LARRY DEAN BIGELOW and SHERRI LYNN BIGELOW, husband and wife, as tenants of an estate by the entireties with full right of survivorship,

of Pinedale, Sublette County, State of Wyoming, of the second part,

WITNESSETH, That the party of the first part, for and in consideration of the sum of ($ 2,000.00) Two Thousand and No/100 - DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do es hereby for itself and its heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to pro-rated ad valorem taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lot Eight (8) Block Five (5) Hennick Second Addition to the Town of Pinedale, Wyoming, as the same appears of record in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

SOLD FOR Sixty-two Thousand and No/100 - - - - - DOLLARS ($ 62,000.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said party of the first part its heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit

Balance in the amount of $60,000.00 to be paid in 120 equal monthly payments of $571.40 which include interest at the rate of 11% per annum, first said payment due December 1, 1981; balance after giving credit for said payments to be due and payable in full December 1, 1991.

187486

RECORDED November 5, 1981 2:30 P M
IN BOOK 39 Misc PAGE 357
FEES $6.00 Lou J Gabe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by Dorothy Nielson

Payable at the office of Albuquerque National Bank with interest at the rate of 11 per cent per annum from date. Interest payable as above and if principal or interest is not paid when due, the same to draw 11 per cent interest per annum from maturity until paid.

Right to accelerate payments and thus reduce interest is hereby granted by party of the first part.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform any or either of the covenants and promises on their part to be performed, then said party of the first part, its heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than replacement cost Dollars in favor of and payable to party of the first part, as its interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

SEAL

ATTEST: Douglas F. Sterck Secretary

MOUNTAIN SPRINGS RANCH, INC.
By Douglas F. Sterck President
Larry Dean Bigelow
Sherri Lynn Bigelow

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Douglas F. Sterck, President, and Secretary on behalf of Mountain Springs Ranch, Inc.,
this 5th day of November, 1981.

Witness my hand and official seal.

Dan Tegeler County of Sublette Notary Public State of Wyoming My Commission Expires Dec 12 1982

Dan Tegeler
Signature
Notary Public
Title of Office

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by LARRY DEAN BIGELOW and SHERRI LYNN BIGELOW this 28 day of October, 1981.

Witness my hand and official seal.

Dan Together
County of
Sublette
Notary Public
State of
Wyoming
My Commission Expires Dec 13, 1982

My commission expires:

Notary Public

ASSIGNMENT

_____ 19____

For VALUE RECEIVED, _____hereby assign unto _____

all_____right, title and interest in and to the within contract, and I authorize the part_____of the first part therein to execute a deed to said_____or to_____heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS_____ _____

Party of the Second Part.

Consent is hereby given for the above assignment. _____

Party of the First Part.

DATE		TOTAL PAYMENT		INTEREST		PRINCIPAL		BALANCE		BY

359

AGREEMENT FOR WARRANTY DEED—FORM NO. 14 THE MILLS COMPANY, SHERIDAN

THIS AGREEMENT, Made and entered into this 15th day of July 1981, by and between SULENTA CONSTRUCTION COMPANY, INC.,

of Pinedale, Sublette County, State of Wyoming, of the first part, and MICHAEL R. NYSTROM and PATRICIA S. NYSTROM, husband and wife, as tenants of an estate by the entireties with full right of survivorship,

of Pinedale, Sublette County, State of Wyoming, of the second part,

WITNESSETH, That the party of the first part, for and in consideration of the sum of ($ 1,400.00) One Thousand Four Hundred and No/100 - - - - - - - - - - - - - - - - DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do es hereby for itself and its heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said party of the second part by a good and sufficient Warranty Deed, subject, however, to all of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: Lot 11 Block 2 Sievers Subdivision as the same appears on the map or plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO Restrictions Governing Sievers Subdivision and provisions of right of way and fishing easement of record; NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

SOLD FOR Three Thousand and No/100 - - - - - - - - DOLLARS ($ 3,000.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said party of the first part, its heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$1,400.00 down; balance of $1,600.00 payable in eight (8) equal annual payments of $200.00 plus interest at the rate of 10% per annum, first said payment due 2/1/82 and succeeding payments due on the 1st day of each month thereafter until paid in full.

187487

RECORDED November 10 1981 4:30 PM
IN BOOK 39 Misc PAGE 359
FEE $/c
SUBLETTE COUNTY CLERK COUNTY CLERK
by [illegible] Deputy

Payable at the office of Sulenta Construction Company, Inc. with interest at the rate of 10 per cent per annum from date. Interest payable annually. If principal or interest is not paid when due, the same to draw 10 per cent interest per annum from maturity until paid.

Right to accelerate payments in any multiple of $1.000.00 or the entire balance due and thus reduce interest is hereby granted by party of the first part.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said party of the first part, its heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than None Dollars in favor of and payable to party of the first part, as its interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

SEAL

ATTEST: [illegible] Secretary

SULENTA CONSTRUCTION COMPANY, INC.
By [illegible] President

[illegible] Nystrom
Patricia S. Nystrom

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by John M. Sulenta, President, and Grace E. Sulenta, Secretary of Sulenta Construction Company, Inc., and Michael [illegible]m and Patricia S. Nystrom, husband and wife,

this 24th day of August, 1981.

Witness my hand and official seal.

[illegible]
Signature
Notary Public

Title of Officer

[redacted] September [redacted]

(2)

QUITCLAIM DEED, ASSIGNMENT AND RELEASE

WHEREAS, RAYMOND A. BOWLSBY and LaWANNA BOWLSBY, husband and wife, hereinafter referred to as Assignors and WILLIAM A. MEYER, a single man, hereinafter referred to as Assignee have entered into a Contract For Sale whereby Assignors agreed to transfer all of their interest in and to a certain tract of real property; and

WHEREAS, Buyer has complied with the terms of said contract;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That RAYMOND A. BOWLSBY and LaWANNA BOWLSBY, husband and wife, in consideration of the sum of $10.00, the receipt of which is hereby acknowledged, have remised, released, quitclaimed and assigned, and by these presents do for themselves and their heirs, executors and administrators remise, release, quitclaim and assign unto the said WILLIAM A. MEYER, whose address is P.O. Box 5, Cora, Wyoming, and his heirs and assigns, forever, all such right, title, interest, property, possesion, claim and demand as they have or ought to have in or to all of the following described premises, to-wit:

> All of the East one-half (E½) of Lot Three (3) and all of the West one-fourth (W¼) of Lot Four (4), of the Bloom Subdivision as the same appears on the plat and map thereof on file and of record in the Office of the Sublette County Clerk of Sublette County, Wyoming; TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; SUBJECT TO reservations of record.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said WILLIAM A. MEYER, a single man, his heirs and assigns, to his own proper use and behoof forever. So that neither RAYMOND A. BOWLSBY and LaWANNA BOWLSBY, husband and wife, nor any other person in their name or behalf shall or will hereafter claim or demad any right or title to the premises or any part thereof, but they shall by these presents be excluded and forever barred.

The aforesaid transfer of interest specifically includes the assignment of all rights under that Standard Purchase Offer, Acceptance and Receipt between JANET GOODMAN, an unmarried widow, and RAYMOND A. BOWLSBY and LaWANNA BOWLSBY, husband and wife,

187493

RECORDED November 12 1981 3:00 PM
IN BOOK 39 Misc PAGE 360
FEES $6.00 Lois J Yoho COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M Deuce 360

concerning the aforedescribed property, which is recorded in Book 35 of Miscellaneous, page 605, in the office of the County Clerk, Sublette County, Wyoming, and is authorization for JANET GOODMAN, an unremarried widow, to enter into a new Contract For Sale with WILLAIM A. MEYER, a single man, for the sale of the afored property and is a release of said JANET GOODMAN from all obligation under the aforesaid Standard Purchase Offer, Acceptance and Receipt.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 7th day of November, 1981.

Raymond A. Bowlsby — LaWanna Bowlsby

RAYMOND A. BOWLSBY — LaWANNA BOWLSBY

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by RAYMOND A. BOWLSBY and LaWANNA BOWLSBY this 7th day of November, 1981.

Witness my hand and official seal.

My commission expires: 11/2/82

Notary Public

RELEASE OF ASSIGNMENT

ZIONS FIRST NATIONAL BANK, as assignees under an Assignment of Contract dated April 8, 19 77, executed by Jackie Preston aka Jackie Burdick, as the assignors, and recorded July 26 & August 2, 19 78, in Book 34 Misc, Page 252 & 281 of the County Recorder of Sublette County, ~~Utah~~/Wyoming, do hereby release their interest in the Uniform Real Estate Contract dated September 15, 1973 between Elbert F Lain and Linnie P Lain, as buyer, and Gayle K Preston and Jackie Preston aka Jackie Burdick as seller, and covering property located in Sublette County and described as follows:

Lots 17, 18, 19 and 20, Block 9 of the C. P. MacGlasham's First Addition to the Town of Big Piney as the same appears on the Plat map thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming,

Subject to rights of way and easements of record or in use and reservations of record,

Together with all improvements and appurtenances and all equipment furniture, supplies and inventory.

187498

RECORDED November 13 19 81 8:00 AM
IN BOOK 39 Misc PAGE 362
FEES $4.00 Lavell Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stevens

Dated this 16th day of October, 1981.

ZIONS FIRST NATIONAL BANK

Brent K Cam

State of Utah
Duchesne County

The above signatures have been subscribed and sworn to before me this 16th day of October, 1981.

NOTARY PUBLIC

Residing at Roosevelt

362

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement for Warranty Deed, dated the 30th day of October, 1981, between COURTNEY W. DAVIS and SHARON K. DAVIS, husband and wife as Sellers, and R. DALE HOWLETT and DENISE HOWLETT, husband and wife as Buyers, the Sellers did agree to sell and the Buyers did agree to buy a certain tract of real property, to-wit:

> Lot Nine (9), Favazzo First Subdivision, Sublette County, Wyoming, as the same appears of record on the official plat thereof as filed in the office of the County Clerk, Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use, and SUBJECT TO reservations of record.

Buyers' address for tax purposes is: 12490 S. 1700 E., Draper, UT 84020.

There are many other covenants in the original Agreement for Warranty Deed, of which each party has a copy.

DATED this 30th day of October, 1981.

SELLERS:

COURTNEY W. DAVIS

SHARON K. DAVIS

BUYERS:

R. DALE HOWLETT

DENISE HOWLETT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by COURTNEY W. DAVIS and SHARON K. DAVIS this 30th day of Oct., 1981.

Witness my hand and official seal.

Karen K. Kreier
Notary Public

My commission expires:
March 14, 1983

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me by R. DALE HOWLETT and DENISE HOWLETT this 16th day of November, 1981

Witness my hand and official seal.

Betty H. Pierson
Notary Public

My commission expires:
7-15-84

187524

RECORDED Nov. 16 1981 10:45 M
IN BOOK 39 Misc PAGE 363
FEES 4.00 COUNTY CLERK
[redacted] COUNTY CLERK
by Betty M. Tenn

[redacted] FILED November 16 19[redacted] 9:45A M

187525

IN BOOK 32 Misc PAGE 364

FEES $ 4.00 Lavina Yake COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy McClure

AMENDMENT TO

AGREEMENT FOR WARRANTY DEED

WHEREAS the undersigned parties have entered into an Agreement for Warranty Deed for the sale of the property described as:

> Lot Nine (9) Favazzo First Subdivision, Sublette County, Wyoming, as the same appears of record on the official plat thereof as filed in the office of the County Clerk, Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; and
> SUBJECT TO reservations of record; and

WHEREAS the parties wish to amend said Agreement to reflect on oral agreement between the parties;

NOW THEREFORE, the aforesaid Agreement for Warranty Deed is hereby amended to include the following language: "The property conveyed by Sellers to Buyers shall not include the small white metal building located on said premises nor the assorted items of personal property located thereon. Sellers or their agent shall have the right to remove all personal property including said shed located on said real property until the 15th day of April, 1982."

COURTNEY W. DAVIS — SHARON K. DAVIS

DATED: 11-13-81 — DATED: 11-13-81

R. DALE HOWLETT — DENISE HOWLETT

DATED: 11/6/81 — 11/6/81

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by COURTNEY W. DAVIS and SHARON K. DAVIS this 13th day of November, 1981.

Witness my hand and official seal.

Karen K. Kruse
Notary Public

My commission expires: March 14, 1983

STATE OF UTAH)
) ss.
COUN Y OF Salt Lake)

The foregoing instrument was acknowledged before me by R DALE HOWLETT and DENISE HOWLETT this 6th day of November, 1981.

Witness my hand and official seal.

Betty W. Pierson
Notary Public

My commission expires: 7-18-84

365 Henry State - 2356

United States Department of the Interior

IN REPLY REFER TO

W-76040
2800 (460)

BUREAU OF LAND MANAGEMENT
Rock Springs District Office
Pinedale Resource Area
P.O. Box 768
Pinedale, Wyoming 82941

T. 33 N., R. 110 W., Sec.
T. 34 N., R. 110 W., Sec.
Sublette County, Wyoming

RIGHT-OF-WAY

By decision of the Bureau of Land Management, United States Department of the Interior, a right-of-way is hereby granted to the grantee named below for the purposes and duration herein defined. This right-of-way grant is issued pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976, 43 U.S.C. 1761-1771 (1976).

There is hereby reserved to the Secretary of the Interior, or his lawful delegate, the right to grant additional rights-of-way or permits for compatible uses on, over, under, or adjacent to the land involved in this grant.

SERIAL NUMBER: W-76040 DATE OF FILING: July 1, 1981

187550

NAME OF GRANTEE: Sublette County
Box 250
Pinedale, Wyoming 82941

AUTHORIZED USE: County Road

RECORDED November 17 1981 12:30 PM
IN BOOK 39 Misc PAGE 365
FEES $ n/c Leland J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

MAP DESIGNATION: Cora Quad, 7.5-minute series
Mt. Airy Quad, 7.5-minute series

DURATION OF GRANT: Thirty (30) years, to expire November 3, 2011.

This right-of-way is granted with the right of renewal at the end of its term as set forth in 43 CFR 2803.6-5(a) (1980).

RENTAL: None

This grant is subject to all valid rights existing on the below stated date of execution. The grant, if issued for a term of 20 years or more shall be reviewed at the end of the first 20 years and every 10 years thereafter. The right-of-way shall be relinquished to the United States if the authorized use is no longer needed. A transfer of the right-of-way will be made in accordance with the regulations; no transfer will be recognized unless it is approved by an authorized officer of the Bureau of Land Management.

If the grantee or his successor in interest violates any of the terms and conditions of this grant, or if rental is not paid as required by the regulations, the Secretary of the Interior or his lawful delegate, after giving written notice and an opportunity to cure the noncompliance; or if by its terms the grant is an easement, an opportunity for a hearing, may declare this grant terminated in whole or in part pursuant to Section 506 of the Federal Land Policy and Management Act. This grant is subject to the attached stipulations consisting of 2 pages which are incorporated herein.

DATE: 11-4-81

Fred L. Wyatt
For the District Manager

Enclosures
Stipulations

[redacted] [redacted] [redacted]

WY 2800-30 (Aug. 1981)

STIPULATIONS
Case No. W-76040

1. This right-of-way is subject to all applicable regulations contained in 43 CFR 2800 as they now exist or as they may hereafter be revised. By signing below, the grantee agrees to abide by these regulations and by the following stipulations. The regulations in 43 CFR 2800 relating to this grant are not repeated in the following stipulations. A copy of the applicable regulations will be provided upon request.

2. Any cultural resource (historic or prehistoric site or object) discovered by the grantee, or any person working on his behalf, shall be immediately reported to the authorized officer. Grantee shall suspend all operations in the area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the BLM to determine appropriate actions to prevent the loss of significant cultural values. The BLM will be responsible for the cost of evaluations and for mitigation unless otherwise stated in these stipulations.

3. Grantee shall conduct all activities directly or indirectly associated with the construction, operation, and maintenance of this facility within the limits of this right-of-way. In the event that areas outside of the right-of-way are needed, grantee shall obtain a separate authorization for that use.

4. The grantee shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities and operations under this right-of-way. The grantee shall obtain from the Authorized Officer approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc., to be controlled; the method of application; the location for storage and disposal of containers; and other information that the Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1, 1979, deadline for a fiscal year 1981 action). Emergency use of pesticides may occur. The use of substances on or near the right-of-way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this grant.

5. Grantee shall construct, operate, and maintain the facilities and structures within this right-of-way in strict conformity with the descriptive and technical data which was furnished the Bureau of Land Management in connection with the application for this right-of-way. Any relocation, additional construction, or use which is not in accord with such data may not be initiated without the prior written approval of the authorized officer.

6. Prior to abandonment of the right-of-way, the grantee shall contact the authorized officer to arrange a joint inspection of the right-of-way area. The inspection will be held to agree on acceptable abandonment and rehabilitation plan. The authorized officer must approve the plan in writing prior to the grantee commencing any abandonment and rehabilitation activities.

7. The right-of-way shall be maintained according to all applicable State and County road standards.

I have read the Grant and Stipulations 1 through 7 and do hereby agree to all terms and conditions.

I certify that I am authroized to obligate Sublette County concerning the provisions of this grant.

C. J. Lucas

Name

October 6, 1981

Date

Chairman, Board of County Commissioners

Title

County of Sublette

State of Wyoming)
: ss.
County of Sublette)

In the District Court

Ninth Judicial District

In the Matter of the Estate of)
)
Lester Pape, deceased.)

Probate Case

No. 969

SUPPLEMENTAL DECREE

Mary H. Pape, Executrix of the Estate of Lester Pape, deceased, having filed herein a Petition for Supplemental Decree and said Petition being examined by the Court and fully considered, the Court finds as follows:

1. That a Decree of Final Settlement and Order of Distribution was issued by this Court in the above entitled estate on October 28, 1975.

2. That Letters Testamentary issued therein to Mary H. Pape continue to be and now are still in full force and effect, and she is the duly qualified and acting Executrix of said estate.

3. That the said Decree erroneously listed as oil, gas and other mineral interests the following described real property:

Township 34 North, Range 111 West, 6th P.M.,
Sublette County, Wyoming

Section 1: SE/4NW/4
Section 2: N/2NE/4

These descriptions should have read as follows:

Township 34 North, Range 111 West, 6th P.M.,
Sublette County, Wyoming

Section 1: NW/4SW/4
Section 2: N/2SE/4

4. That the foregoing does not make a change in the valuation of the property; no new appraisal should be required.

5. That the Last Will and Testament of the decedent made the following provision for the disposition of the oil, gas and mineral interests of the decedent:

"Article III: I give, devise and bequeath all oil, gas and mineral interests of whatsoever nature and kind which I may own in land at the time of my demise as follows: one-half thereof unto my beloved wife, Mary H. Pape, and the other one-half thereof unto my children, Norman F. Pape, Karmen E. Marincic, Nadine F. Babcock and Mariam L. Davison, to share and share alike; and if any of my children shall precede me in death, then their share shall go to their issue per stirpes."

IT IS, THEREFORE, HEREBY ORDERED, ADJUDGED AND DECREED that the Decree of Final Settlement and Order of

FILED
BY: Ellen L Neely
NOV 12 1981
ELLEN L. NEELY
CLERK OF DIST. COURT
PINEDALE, WYO.

18 8

RECORDED Nov 17 1981 4:20 M
IN BOOK 39 Misc PAGE 366
FEES 6.75 Lou J Yale COUNTY CLERK
SUBLETTE COUNTY CLERK

366

Distribution be corrected to change the property description as provided in Paragraph 3 hereof.

That correct description of said property is as follows, to wit:

All oil, gas and mineral interests of whatsoever nature and kind in the following described real property, to wit:

Township 34 North, Range 111 West, 6th P.M.,
Sublette County, Wyoming

Section 1: NW/4SW/4
Section 2: N/2SE/4

That the distributees and their share of distribution in said property are as follows:

Mary H. Pape, a one-half interest
Norman F. Pape, a one-eighth interest
Karmen Marincic, a one-eighth interest
Nadine F. Babcock, a one-eighth interest
Mariam L. Davison, a one-eighth interest

Dated this 6 day of November, 1981.

Robert S. Rucker
JUDGE

The State of Wyoming
County of Sublette

I, Ellen Neely, Clerk of the Ninth Judicial District Court within and for said County and in the State aforesaid Do Hereby Certify the Foregoing to be a Full, True and Complete Copy.

Signed: Ellen Neely

A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

On November 16, 1981, Good Land & Cattle as Seller, and John W. Darnall III as Buyer, entered into an Agreement for Installment Sales Contract whereby Seller agreed to sell, and Buyer agreed to buy the following described real property, to-wit:

Township 37 N., Range 110 W.
Section 2: NE½SE¼, consisting of approximately 40 acres, more or less,

in accordance with the provisions, terms, covenants and conditions contained in said Agreement for Installment Sales Contract. Said Agreement for Installment Sales Contract provides, among other things, that upon Buyers' full payment to Seller of the total purchase price and interest, Seller shall convey the above property to Buyers by a good and sufficient Warranty Deed. Said Agreement also provides that if Buyer fails to make payments in accordance with the terms of the Agreement for Installment Sales Contract, or otherwise defaults thereunder, the Agreement may be terminated at the option of the Seller.

This document is not a contract between the parties and in no way modifies, clarifies, interprets, or affects the Agreement for Installment Sales Contract aforesaid. This document is intended as a notice to any concerned party that Seller and Buyers have entered into a written contract relating to the aforesaid property.

(SEAL)
Attest:
Beverly B. Goodman
Secretary

SELLER:

GOOD LAND & CATTLE

By: Richard L. Goodman
President

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

On this 16th day of Nov., 1981, before me personally appeared Richard L. Goodman to me personally known, who, being by me duly sworn, did say that he is the President of Good Land & Cattle and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said secretary acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires Feb. 5, 1984

Given under my hand and notarial seal this 16th day of November, 1981.

18756 Verna Young
Notary Public

VERNA YOUNG - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires Feb 5, 1984

RECORDED November 18 1981 10:30 AM
IN BOOK 39 Misc PAGE 368
FEES $4.00 Lana J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

368

by Dorothy M. Ellenz

ESTABLISHMENT OF HORSESHOE ROAD, A PRIVATE ROAD AND WAY

KNOW ALL MEN BY THESE PRESENTS:

That V. L. LOONEY and PATRICIA E. LOONEY, husband and wife, of Pinedale, Sublette County, Wyoming, DO HEREBY ESTABLISH, MAKE AND DECLARE the following described lands and real estate situate in the County of Sublette and State of Wyoming, to-wit:

A strip of land thirty feet in width being part of the S/2 NE/4 and N/2 SE/4 of Section 5 and S/2 NW/4 of Section 4, Township 34 North, Range 112 West, Sublette County, Wyoming, it being the intent to redescribe those easements of record in the office of the Clerk of Sublette County in Book 38 of Miscellaneous Records on page 610 and Book 39 of Miscellaneous Records on page 140 with the center-line described as follows:

Beginning at a point within the right of way of the Daniel-Merna County Road No. 23-112, S55°-05.5'W, 868.32 feet from the east one-quarter corner of said Section 5;

Thence N68°-15.5'W, 242.54 feet to a point;

Thence N70°-58.1'W, 336.82 feet to a point;

Thence N37°-47.9'W, 118.32 feet to a point;

Thence N05°-47.0'W, 209.70 feet to a point;

Thence N20°-3 .2'E, 217.54 feet to a point;

Thence N15°-0 .3'E, 168.68 feet to a point;

Thence N21°-1 .1'E, 660.70 feet to a point;

Thence N53°-1 .0'E, 578.82 feet to a point;

Thence S89°-5 .3'E, 519.17 feet to a point on the east line of said S/2 N /4, N00°-19.0'W, 1334.24 feet from the east one-quarter corner of said Section 5 and S00°-19.0'E, 15.00 feet from the northeast corner of the said SE/4 NE/4 of said Section 5;

Thence S89°-4 .2'E, 379.62 feet to a point;

Thence S62°-5 .8'E, 382.26 feet to a point;

Thence S77°- .5'E, 560.79 feet to a point;

Thence S80°-1 .3'E, 277.66 feet to a point;

Thence S83°-4 .8'E, 440.41 feet to a point, S58° 12.6'W, 770. feet from the northeast corner of the SE/4 NW/4 of Section 4, T34N, R112W, Sublette County, Wyoming;

Each point marked by 3/8"x12" steel spik

187570

REC Dacember 18 1981 11:30 M.
IN B 39 Misc PAGE 369
FEES Laird Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Elwin

All in accordance with the plat titled "V. L. LOONEY Plat of Sections 4, 5, and 6, T34N, R112W, Sections 29, 30, 31 and 32, T35N, R112W and Section 1, T34N, R113W, SUBLETTE COUNTY, WYOMING" sheet 2 of 2 dated October 1981 and revised 14 October 1981;

a private road and way of access to all lands adjoining the same, and for the use and benefit of said adjoining lands and the owners thereof and their heirs, devisees, legatees, grantees and assigns forever, said road and way to be known hereafter as HORSESHOE ROAD.

DATED this 6th day of November, 1981.

V. L. LOONEY

PATRICIA E. LOONEY

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by V. L. LOONEY and PATRICIA E. LOONEY, husband and wife, this 12th day of November, 1981.

Witness my hand and official seal.

Notary Public

My commission expires:

FAYE HAMMONS Notary Public
County of Sublette
State of Wyoming
My Commission expires November 22, 1983

371

L E A S E

THIS LEASE entered into this 20 day of July, 1981, by and between the STATE OF WYOMING, WYOMING GAME AND FISH COMMISSION, hereinafter called the LESSEE, and BRANDT JENSEN, of Boulder, Wyoming, hereinafter called the LESSOR.

WHEREAS, the LESSEE is authorized to make suitable provisions for the feeding of game animals in such localities as may be deemed necessary in the State of Wyoming, pursuant to Wyoming Statutes, Section 23-1-302 (ix); and

WHEREAS, the LESSOR is the owner of certain lands in Sublette County, Wyoming, more particularly described as follows:

Township 31 North, Range 105 West, 6th P.M.

Section 28: S½N½
Comprising 160 acres, more or less.

Said land hereinabove described is desirable for elk feeding operations and have been utilized for feeding in the past and known as the Muddy Creek Feedground.

NOW THEREFORE, it is mutually understood and agreed by and between the LESSOR and LESSEE as follows:

1. LESSOR agrees to lease the above described lands to LESSEE for the operation and maintenance of an elk feeding ground.

2. LESSOR grants to LESSEE the right of egress and ingress to said lands. Said right of egress and ingress shall be for administrative purposes for employees and agents of LESSEE to conduct and maintain said feeding operation.

3. LESSEE agrees to pay LESSOR the sum of Two Hundred and Fifty Dollars ($250.00) per year in consideration for this lease, the receipt and sufficiency of which is hereby acknowledged. Said annual consideration payable on execution of this lease and on July 1st of each year thereafter.

187572

RECORDED January 18 1981 1:45 PM
IN BOOK 39 Misc PAGE 371
FEES $ 6.00 Laura Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Donna Mitchell

4. This lease shall be for a term of Ten (10) years, commencing with the feeding season in December 1981 and terminating on April 30, 1992. Said feeding operations will be conducted on LESSOR'S land, described herein, for a one month period during the aforesaid annual feeding periods.

5. LESSEE agrees to feed on "hay lines" not less than one (1) mile in length and to feed on different hay lines for fourteen (14) days in succession. Said feeding operations shall be designed to protect the environmental qualities and aspects of LESSOR'S land.

6. This lease shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, I have hereunto set my hand on the date first written above.

LESSOR

Brandt Jensen

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 16th day of July, 1981.

Witness my hand and official seal.

FAYE HAMMONS Notary Public
County of Sublette State of Wyoming
My Commission expires November 22, 1983

faye Hammons
Notary Public

My Commission Expires _____

LESSEE
THE STATE OF WYOMING
WYOMING GAME AND FISH COMMISSION

By Earl M. Thomas
Earl M. Thomas, Director
Wyoming Game and Fish Department

ATTEST:

Glenn Shaffer, Chief Fiscal Officer

STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

On this 20 day o July, 1981, before me personally appeared EARL M. THOMAS to me personally known, who being by me duly sworn did say that he is the DIRECTOR of the WYOMING GAME AND FISH DEPARTMENT for the STATE OF WYOMING and that the seal affixed to said instrument is the seal of the WYOMING GAME AND FISH 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 EARL M. THOMAS acknowledged said instrument to be the free act and deed of the STATE OF WYOMING acting by and through said COMMISSION.

Arthur D. Reese, Jr. - Notary Public
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires Aug. 25, 1982

Arthur D. Reese Jr.
Notary Public

My Commission Expires Aug 25, 1982.

[redacted] [redacted] [redacted]

RIGHT OF [redacted] EASEMENT

Recieved of WYOMING TELEPHONE COMPANY, INC., a Corporation, One Dollar ($1.00) and other valuable considerations, for which the undersigned, Carl Cicenisek hereby grant and covey unto said Company, forever, the exclusive right to construct, operate and maintain underground telephone lines and pedestals, over and upon a strip of land 10 feet in width, described as follows: The North boundaries of lots 3,6,18,19,20 in "Mountain View Ranches" Subdivision, Sublette County, Wyoming, T. 35N. R. 111W.

187574

RECORDED December 17 1981 8:05A M
IN BOOK 39 Misc PAGE 374
FEES $4.00 Lou Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

WITNESSED BY:

Carl Cicenisek (SEAL)

(SEAL)

ANY CHANGES MADE OR PROPOSED SHALL BE DONE WITH THE LANDOWNERS CONSENT

State of Wyoming)
) SS
County of Sublette)

The foregoing instrument was acknowledged before me by

CARL CICENISEK and

this 16 day of NOVEMBER, 1981.

Witness my hand and official seal.

Title of Officer

MY COMMISSION EXPIRES: October 10, 1984

Appoved February 13, 1973

The ownership of any pole line, circuit or other facilities provided wholly or in part at the expense of an applicant under this tariff shall at all times be vested exclusively in the Telephone Company.

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale, dated the 17th day of October, 1981, between DENNIS M. STEFANINI and NANCY C. STEFANINI, husband and wife, as Sellers, and MICHAEL PRESTON and DEBRA N. PRESTON, husband and wife, as Buyers, the Sellers did agree to sell and the Buyers did agree to buy a certain tract of real property described as:

> Lots Five (5), Six (6), Seven (7), and Eight (8) Block Two (2), of the Town of Marbleton, County of Sublette, State of Wyoming, as the same appears on the official plat thereof as filed in the office of the County Clerk, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; SUBJECT TO all reservations of record.

Buyers' address for tax purposes is: Big Piney, WY 83113.

There are many other covenants in the original Contract For Sale of which each party has a copy, and which is also escrowed in the First National Bank of Pinedale, Pinedale, WY 82941.

DATED this 18th day of November, 1981.

SELLERS:

Dennis M. Stefanini
DENNIS M. STEFANINI

Nancy C. Stefanini
NANCY C. STEFANINI

BUYERS:

Michael D. Preston
MICHAEL PRESTON

Debra N. Preston
DEBRA N. PRESTON

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by DENNIS M. STEFANINI and NANCY C. STEFANINI this 18th day of November, 1981.

Witness my hand and official seal.

Donna E Sievers - Notary Public
County of Sublette, Wyoming
My commission expires April 22,1982

My commission expires: 4/22/82

Donna E Sievers
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by MICHAEL PRESTON and DEBRA N. PRESTON this 18th day of November, 1981

Witness my hand and official seal.

Donna E Sievers - Notary Public
County of Sublette, State of Wyoming
My commission expires April 22,1982

My commission expires 4/22/82

Donna E Sievers
Notary Public

187586

RECORDED December 19 1981 10:30 A M
IN BOOK 39 Misc PAGE 375
FEES $ 4.00 Lois Clyde COUNTY CLERK

[redacted] [redacted] [redacted]

IN REPLY REFER TO

United States Department of the Interior

2800 (460)
W-75601

BUREAU OF LAND MANAGEMENT

Rock Springs District Office
Pinedale Resource Area
P.O. Box 768
Pinedale, Wyoming 82941

T. 30 N., R. 109 W.,
Sec. 4
Sublette County, WY

RIGHT-OF-WAY

By decision of the Bureau of Land Management, United States Department of the Interior, a right-of-way is hereby granted to the grantee named below for the purposes and duration herein defined. This right-of-way grant is issued pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976, 43 U.S.C. 1761-1771 (1976).

There is hereby reserved to the Secretary of the Interior, or his lawful delegate, the right to grant additional rights-of-way or permits for compatible uses on, over, under, or adjacent to the land involved in this grant.

SERIAL NUMBER: W-75601 DATE OF FILING: June 3, 1981

187597

NAME OF GRANTEE: Thomas and Shirley Jones
P.O. Box 695
Big Piney, WY 83113

AUTHORIZED USE: Access road (per application)

RECORDED November 20 1981 11:15A M
IN BOOK 39 Misc PAGE 376
FEES $10.00 Lou J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElwain

MAP DESIGNATION: Olsen Ranch Quad - 7½-minute series

DURATION OF GRANT: 30 years, to expire 10/5/2011

This right-of-way is granted with the right of renewal at the end of its term as set forth in 43 CFR 2803.6-5(a) (1980).

RENTAL: Subject to appraised fair market value. Advance rental of $25.00 is acknowledged.

This grant is subject to all valid rights existing on the below stated date of execution. The grant, if issued for a term of 20 years or more shall be reviewed at the end of the first 20 years and every 10 years thereafter. The right-of-way shall be relinquished to the United States if the authorized use is no longer needed. A transfer of the right-of-way will be made in accordance with the regulations; no transfer will be recognized unless it is approved by an authorized officer of the Bureau of Land Management.

If the grantee or his successor in interest violates any of the terms and conditions of this grant, or if rental is not paid as required by the regulations, the Secretary of the Interior or his lawful delegate, after giving written notice and an opportunity to cure the noncompliance; or if by its terms the grant is an easement, an opportunity for a hearing, may declare this grant terminated in whole or in part pursuant to Section 506 of the Federal Land Policy and Management Act. This grant is subject to the attached stipulations consisting of ___ pages which are incorporated herein.

DATE: 10-5-81 Fred S. Wyatt

XXXXXXXXXX For the District Manager

Attachments:
1. Standard Stipulations
2. Special Conditions

WY 2800-30 (Aug. 1981)

376

Standard Stipulations
Case No. W-75601

1. This right-of-way is subject to all applicable regulations contained in 43 CFR 2800 as they now exist or as they may hereafter be revised. By signing below, the grantee agrees to abide by these regulations and by the following stipulations. The regulations in 43 CFR 2800 relating to this grant are not repeated in the following stipulations. A copy of the applicable regulations will be provided upon request.

2. Any cultural resource (historic or prehistoric site or object) discovered by the grantee, or any person working on his behalf, shall be immediately reported to the authorized officer. Grantee shall suspend all operations in the area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the BLM to determine appropriate actions to prevent the loss of significant cultural values. The BLM will be responsible for the cost of evaluations and for mitigation unless otherwise stated in these stipulations.

3. Grantee will conduct all activities directly or indirectly associated with the construction, operation, and maintenance of this facility within the limits of this right-of-way. In the event that areas outside the right-of-way are needed, grantee shall obtain a separate authorization for that use.

4. The grantee shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities and operations under this right-of-way. The grantee shall obtain from the Authorized Officer approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc., to be controlled; the method of application; the location for storage and disposal of containers; and other information that the Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1, 1979, deadline for a fiscal year 1981 action). Emergency use of pesticides may occur. The use of substances on or near the right-of-way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations as if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this grant.

5. Grantee shall construct, operate, and maintain the facilities and structures within this right-of-way in strict conformity with the descriptive and technical data which was furnished the Bureau of

Land Management in connection with the application for this right-of-way. Any relocation, additional construction, or use which is not in accord with such data may not be initiated without the prior written approval of the authorized officer.

6. Prior to abandonment of the right-of-way, the grantee shall contact the authorized officer to arrange a joint inspection of the right-of-way area. The inspection will be held to agree on an acceptable abandonment and rehabilitation plan. The authorized officer must approve the plan in writing prior to the grantee commencing any abandonment and rehabilitation activities.

I have read the grant, stipulations 1 through 6, and special conditions #1 and #2 and do hereby agree to all terms and conditions.

I certify that I am financially capable of constructing and maintaining this right-of-way.

Name

Sept 11, 1981
Date

Owner of Record
Title

SPECIAL CONDITIONS
EA No. WY-041-EA81-12
Case No. W-75601

1. The applicant and subsequent right-of-way holders on this road shall obtain written permission from the Wyoming Highway Department for any construction activities within the State right-of-way commonly known as Highway 351.

2. The road shall continue to be available to the general public for access purposes, and the total cost of future improvements shall be at the expense of the right-of-way holder of record.

AGREE[redacted]OR WARRANTY DEED—FORM NO. 1[redacted] THE MILLS COMPANY, [redacted]

Abstracted 11/23/81

THIS AGREEMENT, Made and entered into this 9th day of November 1981, by and between FRANK HANKIN, JR., and MARY HANKIN, husband and wife,

Box 25

of Granite Canon 82059, Sublette County, State of Wyoming, of the first part, and GERALD W. GERVING and JACQUELINE K. GERVING, husband and wife, as tenants of an estate by the entireties with full right of survivorship,

2270 Maryland Dr.

of Green River 82935, Sweetwater County, State of Wyoming, of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of ($ 8,000.00) Eight Thousand and No/100 - - - - - - - - - - - - - - - - - - - DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to pro-rated of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: A portion of Tract 22 of the Tyler Subdivision described as follows: Beginning at the SW corner of Tract 22 of Tyler Subdivision; thence N16°25'E. 200.0 ft. to a point on the west side of said Tract 22; thence S73°35'E.70.35 ft. to a point on the east side of Tract 22; thence S03°19'E. 212.48 ft. along the east side of Tract 22 to the SE corner of Tract 22; thence N73°35'W. 140.7 ft. to the SW corner of said Tract 22 and the point of beginning and containing .49 of an acre,more or less;Together with all improvements and appurtenances thereunto appertaining; SUBJECT TO all rights of way and easements of record or in actual use and to provisions of U.S. patents. TOGETHER WITH drapes, range, refrigerator and small wood stove located on premises.

SOLD FOR Forty-eight Thousand and No/100 - - - - DOLLARS ($ 48,000.00)
and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said parties of the first part, their heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$8,000.00 down; balance of $40,000.00 payable in 120 monthly payments of $573.89 which include interest at the rate of 12% per annum, first said payment due 1/15/82; succeeding payments due the 15th day of each month thereafter until paid in full.

187611

RECORDED November 23 1981 10:00 A M
IN BOOK 39 Misc PAGE 380
FEES $ 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Payable at the office of First Wyoming Bank,N.A. East Cheyenne P.O.Box 3201 with interest at the rate of 12 per cent per annum from date. Interest payable included. If principal or interest is not paid when due, the same to draw 12 per cent interest per annum from maturity until paid.

Right to accelerate payments in any multiple of $1,000.00 and thus reduce interest is hereby granted by parties of the first part.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said parties of the first part, their heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than insurable amount [redacted], in favor of and payable to parties of the first part, as their interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of

Frank Hankin, Jr.

Mary Hankin

Gerald W. Gerving

Jacqueline K. Gerving

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Frank Hankin, Jr. and Mary Hankin,

this 19 day of November, 1981.

Witness my hand and official seal.

Janet H. Eldridge
Signature
Notary Public
Title of Officer

Janet H. Eldridge Notary Public
County of Laramie State of Wyoming
My Commission Expires Dec. 6, 1988

My Commission Expires: Dec 6 1983

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Gerald W. Gerving and Jacqueline K. Gerving this 17th day of November, 1981.

Witness my hand and official seal.

Notary Public

My commission expires: 11/2/82

ASSIGNMENT

_____ 19____

For VALUE RECEIVED, _____ hereby assign unto _____ all _____ right, title and interest in and to the within contract, and I authorize the party of the first part therein to execute a deed to said _____ or to _____ heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS _____

_____
Party of the Second Part.

Consent is hereby given for the above assignment.

_____
Party of the First Part.

DATE		TOTAL PAYMENT		INTEREST		PRINCIPAL		BALANCE		BY

187615

AFFIDAVIT OF SURVIVORSHIP
AND TERMINATION OF
ESTATE BY ENTIRETIES

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

RECORDED November 23 1981 8:00 A M
IN BOOK 39 Misc PAGE 382
FEES $8.25 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by D McArthur

AGNES C. McDERMOTT, of lawful age and being first duly sworn, upon her oath deposes and states:

1. That affiant was the wife, and is the surviving spouse of PAUL H. McDERMOTT, who died September 23, 1981, that attached hereto is a copy of the official death certificate relating to the death of said decedent.

2. That at the time of the death of said PAUL H. McDERMOTT, affiant and decedent, as husband and wife, were vested with an estate by the entireties in and to the real property interests, described on Exhibit A, attached hereto situate in Sublette County, Wyoming having acquired the same by Quitclaim Deed from PAUL H. McDERMOTT and AGNES C. McDERMOTT, dated November 11, 1980, and recorded November 19, 1980 in Book 6, Page 382 in the records of Sublette County, Wyoming.

3. That prior to, at the time of execution and delivery of said deeds, and at all times thereafter until the date and time of his death, affiant and said PAUL H. McDERMOTT were husband and wife; that the PAUL H. McDERMOTT named in the title is the same PAUL H. McDERMOTT that was affiant's husband and co-tenant and is now deceased, that upon the death of said PAUL H. McDERMOTT, his previous estate in said property terminated and affiant by virtue of being the surviving tenant by the entireties became vested with full, personal and exclusive ownership and estate in and to the real property hereinabove described.

FURTHER AFFIANT SAYETH NOT.

Agnes C. McDermott

Subscribed and sworn to before me this 19 day of October, 1981.

JOSEPH L. LEAHY, JR. GENERAL NOTARY COMMISSION EXPIRES OCT. 14, 1982 STATE OF NEBRASKA

Joseph L. Leahy Jr.
Notary Public

382

EXHIBIT A

The below designated overriding royalty interest and any other interest of grantors in and to all mineral interests, overriding royalties or landowner's royalties in, on or under the described real property, situate in Sublette County, Wyoming:

A .00006840 ORRI in the following described lands:

(a) Green River Bend Frontier Unit 52
Township 27 North, Range 113 West
Tract 23 - W-03862
Sec. 35: W/2
Sec. 2: Lots 2, 3, 5, 6, 12
Sec. 14: Lots 3, 4

(b) Green River Bend Frontier P/A "A-B"
Township 27 North, Range 112 West
Tract 10-EV-025440
Sec. 18: S/2 NE/4, SE/4
Tract 10A-EV-025440A
Sec. 19: E/2

A. .00035305 ORRI in the following described lands:
Green River Bend Frontier P/A "C"
Township 27 North, Range 112 West
Tract 10-EV-025440
Sec. 7: NE/4, W/2 SE/4

[redacted] [redacted] [redacted]

OMAHA-DOUGLAS COUNTY HEALTH DEPARTMENT
Vital Statistics Section

209776

CERTIFICATE OF DEATH

DECEDENT

DECEDENT – NAME FIRST	MIDDLE	LAST	SEX	DATE OF DEATH (Mo., Day, Yr.)
1 Paul	H.	Mc Dermott, Sr.	2 Male	3 September 23, 1981

RACE – (e.g., White, Black, American Indian, etc.) (Specify)	ORIGIN/DESCENT (e.g., Italian, Mexican, German, etc.) (Specify)	AGE – Last Birthday (Yrs.)	UNDER 1 YEAR MOS.	UNDER 1 YEAR DAYS	UNDER 1 DAY HOURS	UNDER 1 DAY MINS	DATE OF BIRTH (Mo., Day, Yr.)
4 White	5 Irish	6a 81	6b		6c		7 September 25, 189

CITY AND STATE OF BIRTH (If not in U.S.A., name country)	CITIZEN OF WHAT COUNTRY	MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify)	NAME OF SPOUSE (If wife, give maiden name)
8 Co. Bluffs, Iowa	9 U.S.A.	10 Married	11 Agnes Clark

SOCIAL SECURITY NUMBER	USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)	KIND OF BUSINESS OR INDUSTRY	COUNTY OF DEATH
12 008-00-5210	13a Retired Salesman	13 Pella Products	14a Douglas

CITY, TOWN OR LOCATION OF DEATH	INSIDE CITY LIMITS (Specify Yes or No)	HOSPITAL OR OTHER INSTITUTION – Name (If not in either, give street and number)	IF HOSP OR INST Indicate DOA, Outpatient/Emer. Rm., Inpatient (Specify)
14b Omaha	14c Yes	14d Bergan Mercy Hospital	14e Inpatient

RESIDENCE – STATE	COUNTY	CITY, TOWN OR LOCATION	STREET AND NUMBER	INSIDE CITY LIMITS (Specify Yes or No)
15a Nebraska	15b Douglas	15c Omaha	15d 3115 Maplewood Blvd.,	15e Yes

FATHER – NAME FIRST	MIDDLE	LAST	MOTHER – MAIDEN NAME FIRST	MIDDLE	LAST
16 Peter	Owen	Mc Dermott	17 Annie	Laurie	McDermott

WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes, no, or unk) (If yes give war and dates of service)	INFORMANT – NAME – RELATIONSHIP – MAILING ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP)
18 No	19 Agnes C. Mc Dermott (Wife) 3115 Maplewood Blvd., Omaha, Nebr.68134

BURIAL, Cremation, Removal	DATE	CEMETERY OR CREMATORY – NAME	LOCATION CITY OR TOWN	STATE
20a Burial	20b 9-26-1981	20c Calvary Cemetery	20d Omaha	Nebraska

EMBALMER – SIGNATURE & LICENSE NO.	FUNERAL HOME – NAME AND ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP)
21 /s/ John M. Meyer 2446	22 Heafey-Heafey & Hoffmann, 7805 West Center St., Omaha, Nebraska 68124

To be Completed by Attending PHYSICIAN Only

DATE OF DEATH (Mo., Day, Yr.)		
23a September 23,1981		
DATE SIGNED (Mo., Day, Yr.)	HOUR OF DEATH	
23b Sept. 25, 1981	23c 9:00 AM	M

To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated

23d (Signature and Title) ► /s/ Gerald J. Langdon, M.D.

To be Completed by CORONER'S PHYSICIAN or COUNTY ATTORNEY only

DATE SIGNED (Mo. Day, Yr.)	HOUR OF DEATH
24a.	24b M
PRONOUNCED DEAD (Mo., Day, Yr.)	PRONOUNCED DEAD (Hour)
24c.	24d M

On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated.

24e. (Signature and Title) ►

NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, CORONER'S PHYSICIAN OR COUNTY ATTORNEY) (Type or Print)

25 Gerald J. Langdon, M.D. 119 North 51st St. Omaha, Nebraska

REGISTRAR	DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
26a (Signature) ► Daniel J. Koelling, M.P.H.	26b SEP 30 1981

27. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c))

PART I

(a) Carcinomatosis — Interval between onset and death: 18 Months

DUE TO, OR AS A CONSEQUENCE OF:

(b) Carcinoma of Prostate — Interval between onset and death: 10 Years

DUE TO, OR AS A CONSEQUENCE OF:

(c) — Interval between onset and death:

PART II OTHER SIGNIFICANT CONDITIONS – Conditions contributing to death but not related

ASHD

PART III. IF FEMALE, WAS THERE A PREGNANCY IN THE PAST 3 MONTHS?	AUTOPSY (Specify Yes or No)	WAS CASE REFERRED TO MEDICAL EXAMINER OR CORONER (Specify Yes or No)
YES ☐ No ☐	28 No	29 No

ACCIDENT, SUICIDE, HOMICIDE, UNDET., OR PENDING INVESTIGATION (Specify)	DATE OF INJURY (Mo., Day, Yr.)	HOUR OF INJURY	DESCRIBE HOW INJURY OCCURRED
30a	30b	30c. M	30d.

INJURY AT WORK (Specify Yes or No)	PLACE OF INJURY – At home, farm, street, factory, office building, etc. (Specify)	LOCATION STREET OR R.F.D. No.	CITY OR TOWN	STATE
30e	30f.	30g		

This certifies this document to be a true copy of an original record on file with the Omaha-Douglas County Health Department, Vital Statistics Section.

Date Issued SEP 30 1981

Daniel J. Koelling, M.P.H.
Registrar

385

RIGHT OF WAY AND EASEMENT

STATE OF

COUNTY OF

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by NORTHWEST PIPELINE CORPORATION, a corporation, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right of way and easement to locate, survey a route, construct, entrench, maintain and operate a pipeline with appurtenances thereto including, but not limited to, valves, metering equipment, and cathodic equipment, and in connection therewith, a road (said pipeline, appurtenances, valves, metering equipment, cathodic equipment and roads being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made of hereafter to be made by Grantee, through and over the said land on a right of-way 60 feet in width.

This right of way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right of way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right of way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time, and upon permanent abandonment of said right of way and removal of all improvements constructed thereon, shall execute and record a reconveyance and release hereof, whereupon this right of way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities and no road, reservoir, excavation, obstruction or structure shall be constructed, created or maintained on, over, along or within said right of way without Grantee's prior written consent. Grantee shall, during initial construction, bury said pipeline below ordinary plow depth.

Grantee shall pay to Grantor all damages to Grantor's growing crops and timber caused by the construction, maintenance, repair, replacement or removal of the pipeline and appurtenances. It is mutually agreed that should any dispute arise as to such damages, the same, if not mutually agreed upon, shall at the written request of either party be arbitrated and determined by disinterested arbitrators one to be appointed by Grantor and one by Grantee within 30 days after such request, and if the two so chosen be unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantor or the Grantee select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantor or Grantee, by the senior Federal District Judge of the District wherein the land lies and the decision of any two of the arbitrators thus appointed shall be final and conclusive.

For the same consideration Grantor grants to the Grantee the right to construct, maintain and operate on said right of way, an additional pipeline or pipelines and appurtenances thereto, and in the event Grantee exercises this right Grantee shall pay Grantor the sum of $ [illegible] per lineal rod for each additional pipeline constructed, as well as damages caused by Grantee to grantor's growing crops and timber and Grantee shall in such case have the same rights with respect to such additional facilities as are hereby granted with respect to the original facilities to be constructed.

Grantor represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county, and in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

DESCRIPTION OF PROPERTY SITUATED IN Sublette COUNTY, STATE OF Wyoming

Subdivision	Section	Township	Range	B. & M.
Tract 4	26	28N	113W	

197616

RECORDED November 23 1981 8:00 AM
IN BOOK 39 Misc PAGE 385
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy McClure

WITNESS THE EXECUTION HEREOF THE 12 DAY OF November 1981, A.D.

by Ellen Baitsch
Witness to Signature(s)

Robert C Ford

Project
Name: Belco C-78-26
W/O [illegible] Dwg. No.
[redacted] [redacted] [redacted]
Unit No.

STATE OF: Wyoming
COUNTY OF: Lincoln

On this 12th day of November, 1981, before me personally appeared Walter C Ifau Jr, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that (he) (she) executed the same as (his) (her) free act and deed.

My commission expires:
Oct 18, 1984

Notary Public in and for
Lincoln
County, State of Wyoming

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement for Warranty Deed, dated the 7th day of October, 1981, between JAMES T. HEYDT and MARLA S. HEYDT, husband and wife, as Sellers, and CARLTON J. WARE, a single man, as Buyer, the Sellers did agree to sell and the Buyer did agree to buy a certain tract of real property, to-wit:

Township 33 North, Range 111 West of the 6th P. M.,
Section 2: E½W½SW¼SE¼, SE¼SW¼NW¼SE¼
TOGETHER WITH all buildingsn and fences situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, reservoir and reservoir rights situate thereon or appurtenant thereto; BUT SUBJECT, HOWEVER, TO the provisions of United States patents; AND SUBJECT FURTHER TO all mineral exceptions and reservations and outstanding mineral interests.

Buyer's address for tax purposes is: 947 Clifford, Fort Worth, Texas 76108.

There are many other covenants in the original Agreement for Warranty Deed of which each party has a copy and which is also escrowed at the First National Bank of Pinedale, Pinedale, WY.

DATED this 1st day of November, 1981.

JAMES T. HEYDT

MARLA S. HEYDT

CARLTON J. WARE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by JAMES T. HEYDT and MARLA S. HEYDT this 1st day of November, 1981.
Witness my hand and official seal.

My commission expires: 3-2-85

Notary Public

STATE OF TEXAS)
) ss.
COUNTY OF Tarrant)

The foregoing instrument was acknowledged before me by CARLTON J. WARE this 10th day of November, 1981.
Witness my hand and official seal.

My commission expires: Nov. 1

Notary Public

8762

RECORDED November 2 19 81 1:00 PM
IN BOOK 39 Misc PAGE 71
FEES $4.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy Ellis

[redacted]

United States Department of the Interior

[redacted]

IN REPLY REFER TO
2800 (460)
W-77870

BUREAU OF LAND MANAGEMENT
Rock Springs District Office
Pinedale Resource Area
P.O. Box 768
Pinedale, Wyoming 82941

T. 30 N., R. 110 W.,
Secs. 17, 18, 19
Sublette County, Wyoming

RIGHT-OF-WAY

By decision of the Bureau of Land Management, United States Department of the Interior, a right-of-way is hereby granted to the grantee named below for the purposes and duration herein defined. This right-of-way grant is issued pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976, 43 U.S.C. 1761-1771 (1976).

There is hereby reserved to the Secretary of the Interior, or his lawful delegate, the right to grant additional rights-of-way or permits for compatible uses on, over, under, or adjacent to the land involved in this grant.

SERIAL NUMBER: W-77870 DATE OF FILING: November 18, 1981

NAME OF GRANTEE: Lance Hill)
Nila Hill) Hill and Hill Ranches P.O. Box 487
Henry Hill) Big Piney, WY 83113

AUTHORIZED USE: Access Road (per application)

187636

RECORDED Nov 24 1981 8:00 AM
IN BOOK 39 Misc PAGE 388
FEES 8.00 Lana J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Kline

MAP DESIGNATION: Ross Butte Quad, 7.5-minute series

DURATION OF GRANT: Thirty (30) years, to expire November 19, 2011

This right-of-way is granted with the right of renewal at the end of its term as set forth in 43 CFR 2803.6-5(a) (1980).

RENTAL: To be appraised at fair market value, $25 advance rental is acknowledged

This grant is subject to all valid rights existing on the below stated date of execution. The grant, if issued for a term of 20 years or more shall be reviewed at the end of the first 20 years and every 10 years thereafter. The right-of-way shall be relinquished to the United States if the authorized use is no longer needed. A transfer of the right-of-way will be made in accordance with the regulations; no transfer will be recognized unless it is approved by an authorized officer of the Bureau of Land Management.

If the grantee or his successor in interest violates any of the terms and conditions of this grant, or if rental is not paid as required by the regulations, the Secretary of the Interior or his lawful delegate, after giving written notice and an opportunity to cure the noncompliance; or if by its terms the grant is an easement, an opportunity for a hearing, may declare this grant terminated in whole or in part pursuant to Section 506 of the Federal Land Policy and Management Act. This grant is subject to the attached stipulations consisting of 2 pages which are incorporated herein.

DATE: Nov 20, 1981

Fred L. Wyatt
For the District Manager

Enclosures

Standard Stipulations

WY 2800-30 (Aug. 1981)

STANDARD STIPULATIONS
Case No. W-77870

1. This right-of-way is subject to all applicable regulations contained in 43 CFR 2800 as they now exist or as they may hereafter be revised. By signing below, the holder agrees to abide by these regulations and by the following stipulations. The regulations in 43 CFR 2800 relating to this grant are not repeated in the following stipulations. A copy of the applicable regulations will be provided upon request.

2. Any cultural resource (historic or prehistoric site or object) discovered by the holder or any person working on his behalf, shall be immediately reported to the authorized officer. Holder shall suspend all operations in the area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the BLM to determine appropriate actions to prevent the loss of significant cultural values. The holder will be responsible for the cost of evaluations and for mitigation. Mitigation may include rerouting or excavation, and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

3. Holder shall conduct all activities directly or indirectly associated with the construction, operation and maintenance of this facilitity within the limits of this right-of-way. In the event that areas outside of the right-of-way are needed, holder shall obatin a separate authorization for that use.

4. Whenever the authorized officer identifies a weed control problem, the holder will be responsible for weed control on disturbed areas within the exterior limits of the grant, lease or permit. The holder is responsible for consultation with local county weed and pest supervisors for the most appropriate weed control methods. Pesticides shall be used in accordance with written instructions from the authorized officer. These instructions should be obtained prior to December 1 if use is planned for the next year. Emergency use may occur with approval from the authorized officer. Pesticides shall not be permanently stored on public lands authorized for use under this grant.

5. Holder shall construct, operate, and maintain the facilities and structures within this grant in strict conformity with the descriptive and technical data which was furnished the Bureau of Land Management in connection with the application for this grant. Any relocation, additional construction, or use which is not in accord with such data may not be initiated without prior written approval of the authorized officer. A copy of the complete application and a copy of the grant stipulations shall be avaliable on location during construction and rehabilitation to all supervisory personnel and to the authorized officer. Noncompliance with the above will be grounds for the authorized officer to shut down the operation until compliance is obtained.

6. Prior to abandonment of the right-of-way, the grantee shall contact the authorized officer to arrange a joint inspection of the right-of-way area. The inspection will be held to agree on an acceptable abandonment and rehabilitation plan. The authorized officer must approve the plan in writing prior to holder commencing any abandonment and rehabilitation activities.

7. Applicant agrees to submit a final survey map within 60 days from date of grant.

I have read the grant and Stipulations 1 through 7 and do hereby agree to all terms and conditions.

I certify that I am financially capable of constructing and maintaining this right-of-way.

Lance Hill — Name — Nov. 20, 1981 — Date

Nila Hill — Name — Nov. 20, 1981 — Date

Henry Hill — Name — Nov. 20, 1981 — Date

A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

JOHN S. MACKEY being first duly sworn upon his oath, according to law, deposes and says:

1-

That by written agreement heretofore made this affiant, JOHN S. MACKEY, and V. L. LOONEY, of Pinedale, Wyoming, Parties of the First Part under said agreement and denoted therein as "Seller", did agree to sell and to convey the following described real estate situate in the County of Sublette and State of Wyoming, to-wit:

Tract numbered 15 of the Daniel Meadows Subdivision, Unit B, as said subdivision appears on the plat and map thereof on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming,

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO easements and rights of way of record or in actual use for telephone lines, electric transmission lines, and irrigation ditches and canals, AND SUBJECT FURTHER TO all outstanding mineral interests, AND SUBJECT FURTHER TO restrictive covenants of record in the office of the Sublette County Clerk, BUT OTHERWISE FREE AND CLEAR of all exceptions, reservations, defects and encumbrances;

unto TONY E. PIRO and DORIS PIRO, husband and wife, whose mailing address is 727 West 32nd Street, San Pedro, California 90731, and GRAYCE MARIE JONES whose mailing address is Pinedale, Wyoming 82941, and BRADLEY PAUL LAMBETH whose mailing address is Pinedale, Wyoming 82941, Parties of the Second Part under said agreement and in said agreement denoted as "Purchaser";

187639

RECORDED November 25 1981 8:00 A M
IN BOOK 39 Misc PAGE 391
FEES $6.00 Lois Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thiele

2-

That upon payment for said real estate as provided in said agreement Seller will convey said real estate by statutory form of warranty deed unto the Purchaser;

3-

Possession of the real estate above described has been delivered unto Purchaser and Purchaser may hold possession thereof under the terms of the said agreement;

4-

Said agreement contains the usual and customary provisions for recovery of the property and termination of the interests of Purchaser in event of default in the payment of the purchase price, interest and other material covenants of the said agreement;

5-

All taxes levied upon said property in the year 1981, and prior thereto, will be paid by Seller;

6-

All taxes levied upon said property in the year 1982, and thereafter, are by the terms of said agreement to be paid by the Purchaser.

John S. Mackey

JOHN S. MACKEY

Subscribed and sworn to before me this 24th day of November, 1981.

Faye Hammons

Notary Public

My commission
expires: 11/22/83

FAYE HAMMONS Notary Public
County of Sublette State of Wyoming
My Commission expires November 22 19[illegible]

392

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement for Warranty Deed, dated the 26th day of October, 1981, between JOHN L. CORYELL and JUDITH CORYELL, husband and wife, as Sellers, and DANIEL L. LUCAS, a single man, as Buyer, the Sellers did agree to sell and the Buyer did agree to buy a certain tract of real property, to-wit:

NW¼NE¼ of Section 17, Township 34 North, Range 110 West of the 6th P.M., Sublette County, Wyoming; said tract also being described as Tract Eighty-Nine (89) of the CL Bar Ranches as the same appears on the plat therof filed in the Office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, in Book 33 of Misc., page 528; TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; and SUBJECT TO reservations of record.

Buyer's address for tax purposes is: 1238 Polk Street, Salinas, CA 92906.

There are many other covenants in the original Agreement for Warranty Deed of which each party has a copy and which is also escrowed in the First National Bank of Pinedale, Pinedale, Wyoming.

DATED this _____day of November, 1981.

SELLERS

JOHN L. CORYELL

JUDITH CORYELL

BUYER

DANIEL L. LUCAS

Jo Ann Doughty
County of Sublette
Notary Public
State of Wyoming
Commission Expires Oct 30, 1985

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by JOHN L. CORYELL and JUDITH CORYELL this 24th day of November, 1981.

Witness my hand and official seal.

My commission expires: 10-30-85

Jo Ann Doughty
Notary Public

STATE OF ~~CALIFORNIA~~ Wyoming)
) ss.
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me by DANIEL L. LUCAS this 25 day of November, 1981.

Witness my hand and official seal.

My commission expires:
Dec 11, 1985

Jeanne M. Wagner
Notary Public
County of Lincoln
State of Wyoming
My Commission Expires Aug. 14

187643

RECORDED November 25 1981 1:15 P.M.
IN BOOK 39 Misc PAGE 393
FEES 4.00 Lora J York COUNTY CLERK
SUBLETTE COUNTY CLERK

394

ASSIGNMENT OF PARTNERSHIP INTEREST

FOR VALUE RECEIVED, I, the undersigned, a partner in M. F. Whelan Company, have this day assigned all of my fifteen percent (15%) interest in the above named partnership to my husband, ROY M. HENDERSON, of Joliet, Montana.

It is understood that this assignment covers and includes all of the assets of said partnership, including the following described real property interest, and I hereby sell, remise, release and quit-claim unto the said Roy M. Henderson all of my right, title and interest in and to the said real estate, situated in the Counties of Lincoln and Sublette, State of Wyoming, to wit:

All surface rights in and to -

Lot 7 and the SW¼ of SE¼ of Section 29;
Lot 1, NW¼ of SW¼, W½ of NW¼, E½ of W½, and W½ of E½ of Section 32,
All in Township 27 North, Range 112, West of the 6th P.M., Sublette County, Wyoming; and

Lots 2, 3, 8, 9 and 14; the SW¼ of NE¼ and NW¼ of SE¼ of Section 5, Township 26 North, Range 112, West of the 6th P.M., Lincoln County, Wyoming.

IN WITNESS WHEREOF, I hereunto set my name and seal this 11 day of April, ~~1969~~.

Elizabeth W Henderson
Elizabeth W. Henderson, Assignor.

STATE OF MONTANA,

COUNTY OF Lincoln ss:

On this 11 day of April, ~~1969~~, before me personally appeared Elizabeth W. Henderson, wife of Roy M. Henderson, to me known to be the person who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed.

Given under my hand and seal this 11 day of April, ~~1969~~.

137614

[illegible]
Notary Public,
My commission expires: 5/11/75

RECORDED Nov 25 1981 2:00 P M
IN BOOK 39 Misc PAGE 394
FEES 4.00 Paid CO[illegible]LERK
SUBLETTE COUNTY CL[illegible]

AFFIDAVIT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

ROBERT W. SIEVERS, of said County and State, being first duly sworn upon his oath, deposes and says:

That ALICE E. McCOURT was the surviving widow of J. FRED McCOURT, deceased, who died November 15, 1963, in Macomb, County of McDonough, State of Illinoia.

That at the time of the death of J. Fred McCourt, J. Fred McCourt and Alice E. McCourt, husband and wife, owned certain real property by virtue of a Quitclaim Deed, said lands being more particularly described as follows:

> "To pass not in tenancy in common but in Joint Tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all Oil, Gas and any and all Minerals on or under the following described lots or parcels of land described herein, to-wit:
>
> What is known as tract Thirty-nine (39) United States Government description and survey in Township Twenty-eight (28) North, Range One Hundred Thirteen (113) West, of the 6th P. M., also known as the W.H. Matlock Patent and described as the West Half of the Southwest Quarter ($W\frac{1}{2}SW\frac{1}{4}$) and the Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$) of Section Seventeen (17), Township Twenty-eight (28) North, Range One Hundred Thirteen (113) West, of the 6th P. M., Sublette County, Wyoming."
>
> Records in the office of the County Clerk of Sublette County, Wyoming, indicate that at that time, Fred McCourt owned an undivided one per cent (1%) interest in and to all of the oil, gas and other minerals in and under and that may be produced from the above described land. (Book 3 of Deeds, page 420).

That the deceased, J. Fred McCourt, is one and the same person as the said J. Fred McCourt, one of the grantees in the before mentioned Quitclaim Deed; that Alice E. McCourt, his wife, was the other grantee in the before mentioned Quitclaim Deed.

That the above mentioned Quitclaim Deed was filed in the office of the County Clerk and Ex-Officio Register of Deeds for record on the 3rd day of September, 1963, in Book 3 of Quitclaim Deeds, at page 514, Sublette County, Wyoming.

That the before mentioned Quitclaim Deed created a tenancy by the entireties under the laws of the State of Wyoming and at the death of J. Fred McCourt, deceased, all equity, right, title and interest in the before mentioned Quitclaim Deed passed to and was vested in Alice E. McCourt.

That attached hereto and by this reference made a part hereof as though herein set out in full, is a copy of the

187648

RECORDED Nov. Dec 25th 19 81 4:15 PM
IN BOOK 39 Misc PAGE 395
FEES $ 8.00 Lois J Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

395 by Dorothy McClure

Certificate of Death of the said J. Fred McCourt, deceased.

DATED this 25th day of November, A. D., 1981.

Robert W Sievers
Robert W. Sievers

Subscribed and sworn to before me by Robert W. Sievers this 25th day of November, A. D., 1981.

Kathy Sweadler
Notary Public

My commission expires:

Kathy Sweadler
County of
Sublette
My Commission Expires

Notary Public
State of
Wyoming
Jan. 16, 1982

ORIGINAL

[redacted] STATE OF ILLINOIS [redacted]

STATE FILE NUMBER 63-021-109

364

DECEDENT'S BIRTH NO.

MEDICAL CERTIFICATE OF DEATH

REGISTRATION DISTRICT NO. 55.0 REGISTERED NUMBER 309

1961 revision based on the U. S. Standard Certificate of Death.

1. PLACE OF DEATH
a. STATE: ILLINOIS
b. COUNTY: McDonough
c. [X] INSIDE corporate limits and in City, Village, or Incorporated Town: Macomb
d. [ ] OUTSIDE corporate limits and in Township name..... Road District No.....
e. LENGTH OF STAY IN 1c or 1d: 28 da
f. NAME OF HOSPITAL OR INSTITUTION: St.Francis Hospital
g. LENGTH OF STAY IN 1f: 28 da
h. If not in hospital or institution, give Street & No. or R.F.D. and Post Office:

2. USUAL RESIDENCE (Where deceased lived, not institution, residence before admission)
a. STATE: Illinois
b. COUNTY: McDonough
c. [ ] INSIDE corporate limits and in City, Village, or Incorporated Town:
d. [X] OUTSIDE corporate limits and in Township name.... Chalmers Road District No.....
e. LENGTH of RESIDENCE At 2c or 2d: 9 yrs.
f. RESIDENCE ADDRESS (Street & No. or R.F.D. and Post Office): R.F.D.4 Macomb,Ill.
g. Did decedent reside ON A FARM? YES [X] NO [ ]

3. NAME OF DECEASED: a. (FIRST) J. b. (MIDDLE) Fred c. (LAST) Mc Court
4. DATE OF DEATH: (MONTH) November (DAY) 15 (YEAR) 1963
5. SEX: Male
6. RACE: Wh.
7. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (specify): Married
8. DATE OF BIRTH: Apr.16 1885
9. AGE (in years last birthday): 78
If under 1 year: MONTHS DAYS
If under 24 hrs.: HOURS MIN.
10a. USUAL OCCUPATION: Dist.Supt.Oil Co.
10b. KIND OF BUSINESS OR INDUSTRY: Land Divisio n (Ret.)
11. BIRTHPLACE (City and state or foreign country): Macomb,Ill
12. Citizen of what country? U.S.A.
13. FATHER'S FULL NAME: Stephen McCourt
14. MOTHER'S FULL MAIDEN NAME: Catherine McGuire
15. Was deceased ever in U. S. Armed Forces? (Yes, no, or unknown): No
(Give war or dates of service): ---
16. SOCIAL SECURITY NUMBER: 528-10-7262
17. INFORMANT
a. SIGNATURE: Richard J. McCourt
b. ADDRESS: Macomb,Ill Rt.4
c. RELATIONSHIP TO DECEASED: Son.

18. MEDICAL CAUSE OF DEATH
PART I. DEATH WAS CAUSED BY. [Enter only one cause per line for (A), (B) and (C).]

CAUSE OF DEATH 1200

IMMEDIATE CAUSE (A): Arteriosclerotic heart disease — INTERVAL BETWEEN ONSET AND DEATH: 4 years
Conditions, if any, which gave rise to the above IMMEDIATE CAUSE (A), stating the UNDERLYING cause last.
due to (B): Generalized arteriosclerosis — 10 years
due to (C):

PART II. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO THE TERMINAL CONDITION GIVEN IN PART I(A).

20. AUTOPSY? YES [ ] NO [ ]

19a. DATE OF OPERATION, IF ANY.
19b. MAJOR FINDINGS OF OPERATION

NOTE: If an injury was involved in this death, the Coroner must be notified.

21. I hereby certify that I attended the deceased from June 1, 1960 to 11-15, 1963, that I last saw the deceased alive on 11-15-, 1963, and death occurred at 11:20 P.M., from the causes and on the date stated above.
Signature ▶ [signature] M.D.
License Number 22426 Date 11-18-63
Address 215 E. Carroll Macomb Phone TU 3-2127

22. DISPOSITION: BURIAL-REMOVAL-CREMATION Date 11/18/63
CEMETERY St.Paul
LOCATION Macomb,Ill.

23. FUNERAL DIRECTOR Dodsworth-Piper-Wallen
SIGNATURE ▶ Harry J. Piper
ADDRESS Macomb,Ill License Number 3259

24. Received for filing on NOV 18 1963 (Signed) George Needham Macomb LOCAL REGISTRAR

VS & R 200—BUREAU OF STATISTICS—ILLINOIS DEPARTMENT OF PUBLIC HEALTH

AUTHORITY OF ILLINOIS

355

STATE OF ILLINOIS } CERTIFIED COPY BOOK 1963 PAGE 364
COUNTY OF MCDONOUGH } SS

I, DELMAR L. DEEMS, County Clerk and Recorder of said County do hereby certify that the above is a true and correct copy of the record of

death of Fred McCourt

as made from the original certificate of births, stillbirths, and deaths in Illinois.

WITNESS My Hand and Seal of the Recorder of said County at Macomb, this 3rd day of November, A.D. 1981.

(SEAL)

SIGNED Delmar L. Deems
McDonough County Clerk & Recorder

397

398

Ed Wood

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF JENNIE E. BUDD,

Deceased.

Probate No. 1086

ORDER APPROVING FINAL REPORT AND ACCOUNTING
AND
DECREE OF DISTRIBUTION

WHEREAS, RALPH E. WOOD, Petitioner herein, one of the properly qualified and acting co-administrators of the estate of JENNIE E. BUDD, Deceased, did file the Final Report, Accounting and Petition for Distribution with this Court on the 27th day of October, 1981, which document was subsequently made of record in the Court's permanent file pertaining to this matter, and is now incorporated herein by this reference, which said petition prayed, in relevant part, for an Order Approving Final Report and Accounting and Decree of Distribution, and for other relief as may appear necessary, proper or equitable under the circumstances shown, and notice of the said filing was properly given to those persons interested in the said estate and entitled thereto by statute; and the time for filing objections has expired and none being filed; and

The Court finding the said report and accounting did represent truly the administration and condition of the said estate, and did show that petitioner, in fact, had administered fully the said decedent's estate in a prudent manner and according to law, and that the said petition did contain a proposed schedule of distribution, which properly reflected the provisions of the intestate statutes of the State of Wyoming, insofar as the same may be applied to the proeprty remaining in the said estate, therefore,

IT IS HEREBY ORDERED AND DECREED:

1. That the said Final Report and Accounting heretofore filed in the Estate by the Petitioner, be and the same hereby is approved and allowed.

2. That all of JENNIE E. BUDD'S, deceased, right and interest in the minerals appurtenant to the real property described in Exhibit "A" as attached hereto and which by this reference is incorporated herein as if set forth in full, be and hereby is set over as follows:

187689

RECORDED December 1 1981 4:00 PM
IN BOOK 39 Misc PAGE 398
FEES $13.25 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M Stone

FILED
BY: Ellen S Daly
NOV 13 1981
ELLEN L[illegible]ELY
CLERK OF [illegible]URT
PINEDA[illegible]

A. One-third (1/3) of all the interest, title or right of JENNIE E. BUDD, deceased, to: Elizabeth B. Humphrey, 2916 N.E. 29th Court, Lincoln City, OR 97367;

B. One-third (1/3) of all the interest, title or right of JENNIE E. BUDD, deceased, to: Daniel Burr Budd, P.O. Box 92, Neotsu, OR 97364;

C. One-third (1/3) of all the interest, title or right of JENNIE E. BUDD, deceased, to: John S. Budd, 9216 N.W. Star Krest, Vancouver, WA 98665.

3. That all other property of whatsoever nature and wheresoever located, including all after discovered property, in which JENNIE E. BUDD, deceased, had an interest, title or right be, and hereby is, set as follows:

A. One-third (1/3) to Elizabeth B. Humphrey, 2916 N.E. 29th Court, Lincoln City, OR 97367;

B. One-third (1/3) to Daniel Burr Budd, P.O. Box 92, Neotsu, OR 97364;

C. One-third (1/3) to John S. Budd, 9216 N.W. Star Krest, Vancouver, WA 98665.

DATED this 10 day of November, 1981.

Robert B. Ranck
ROBERT B. RANCK, District Judge

The State of Wyoming

County of Sublette

I, Ellen Neely, Clerk of the Ninth Judicial District Court within and for said County and in the State aforesaid Do Hereby Certify the Foregoing to be a Full, True and Complete Copy.

Signed: Ellen Neely

EXHIBIT "A"

Parcel I

An undivided one-fourth (1/4th) interest in all oil royalties and gas rentals or royalties in the after described property, to-wit:

The Southeast quarter of the Southeast quarter (SE¼SE¼) of Section Nineteen (19); the Southwest quarter of the Southwest quarter (SW¼SW¼) of Section Twenty (20); the North-half of the Northwest quarter (N½NW¼) of Section Twenty-Nine (29); all of Section Thirty (30), except the Townsite of Marbleton described as follows: Beginning at the quarter section corner in the east boundary of said section thirty (30), and running thence North 1980 feet, thence West 2920 feet, thence South 2640 feet, thence East 2920 feet, thence North 660 feet to the place of beginning; the North half of the Northeast quarter (N½NE¼), the Lot one (1) and the Northeast quarter of the Northwest quarter (NE¼NW¼) of Section Thirty-one (31), All in Township Thirty (30) North, Range One Hundred Eleven (111) West of the Sixth Principal Meridian, Wyoming; also the East half (E½) of Section Twenty-five (25) in Township Thirty (30) North, Range One Hundred Twelve (112) West of the Sixth Principal Meridian, Wyoming.

Parcel II

An undivided one-forty-eighth (1/48th) interest in and to all of the oil, gas in and under the after described property, and in addition, all other minerals in and under the after described property, to-wit:

The Lots two (2), three (3), four (4), and five (5) and the southeast quarter of the northwest quarter (SE¼NW¼) and the southwest quarter of the northeast quarter (SW¼NE¼) of Section six (6), Township twenty-nine (29) North, Range one hundred eleven (111) West of the Sixth Principal Meridian, Wyoming; also the Lot one (1) and the southeast quarter of the Northeast quarter (SE¼NE¼) of Section one (1), Township twenty-nine (29) North, Range One Hundred Twelve (112) West of the Sixth Principal Meridian, Wyoming, also the Lots two (2), three (3), and four (4), and the southwest quarter of the northeast quarter (SW¼NE¼) and the southeast quarter of the northwest quarter (SE¼NW¼) and the west thirty (30) acres of the northeast quarter of the southwest quarter (NE¼SW¼) and the southeast quarter of the southwest quarter (SE¼SW¼) and the southwest quarter of the southeast quarter (SW¼SE¼) of Section thirty-one (31), Township thirty (30) North, Range one hundred eleven (111) West of the Sixth Principal Meridian, Wyoming, also the southeast quarter of the northeast quarter (SE¼NE¼) and the east half of the southeast quarter (E½SE¼) of Section thirty-six (36), Township thirty (30) North, Range one hundred twelve (112) West of the Sixth Principal Meridian, Wyoming. EXCEPTING, however, from the above described lands, the following described parcels heretofore sold and conveyed:

Parcel conveyed to Addie L. Key by deed recorded in Book 7, page 620 described as "beginning at a point where the quarter corner in the West boundary line of Section 31, Township 30 North, Range 111 West bears North 89° 29' West, 2452 feet; thence North 145 feet; thence East 105 feet; thence South 145 feet; thence West 105 feet to the place of beginning, containing 343/1000 acres" also

Parcel conveyed to Irwin Covey by deed recorded in Book 3, page 475 described as follows: "Beginning at the west quarter corner of Section 31, Township 30 North, Range 111 West, and running North 86°10' East 1437 feet 8 inches; thence North 82°45' West 252 feet 4 inches to a point known as the closing corner; thence north 150 feet; thence east 82°45' West, 50 feet 5 inches; thence south 150 feet; thence south 82°45' east, 50 feet 5 inches to closing corner. Magnetic declination being North 17°45' East." Also

Parcel conveyed to Patti Larson by quit claim deed recorded in Book 1, page 318, described as follows: "Beginning at the west quarter corner of Section 31, Township 30 North, Range 111 West of the 6th Principal Meridian, and running thence North 86°10' East, 1437 feet 8 inches to a point, which said point is the point of beginning of the description of the tract of land, running thence north 150 feet; thence north 82°45' west 100 feet 5 inches; thence south 150 feet; thence south 82°45' east 100 feet 5 inches to the point of beginning." Also

Tract of land conveyed to Town of Big Piney, recorded in Book 1 of Deeds, page 414, described as follows: "All that parcel of land lying in NE¼SW¼ of Section 31, Township 30 North, Range 111 West, located and described as follows: Commencing at the quarter corner in the south boundary of said Section 31, Township 30 North, Range 111 West and running thence North 14°57' West, 1385.5 feet; thence North 3°8' East 705 feet to a point which said point is the initial or descriptive point of the lands hereinafter described: Beginning at said initial point and running thence North 3°8' east, 570 feet; thence North 86°54' East, 270 feet to said initial point, containing 153,900 square feet." Also

Tract of land conveyed to Board of Directors of Church of St. Ann, recorded in Book 1 of Deeds, at page 559 for land described as follows: Beginning at a point 75 feet north of the NE Corner of Lot 10 in Block 17 of the C. P. MacGlashan Addition to the Town of Big Piney, Wyoming, thence North 115 feet; thence west 150 feet; thence South 115 feet; thence East 150 feet to place of beginning, containing 6900 square feet." Also

Tract of land conveyed to Francis W. Tanner, recorded in Book 1 of Deeds, page 561, to-wit: "Beginning at a point North 86°10' East, 1437 feet from the West quarter corner of Section 31, Township 30 North, Range 111 West of the 6th Principal Meridian, thence north 150 feet; thence west 50 feet; thence south 144 feet; thence south 82°45' West, 50 feet and 4 inches to place of beginning, containing .07 acres more or less." Also

Tract of land conveyed to Francis W. Tanner, recorded in Book 4 of Deeds, page 383, to-wit: "Beginning at a point north 86°10' East, 1437 feet from the west quarter corner of Section 31, Township 30 North, Range 111 West of the 6th P. M., thence north 150 feet; thence east 40 feet; thence South 154 feet and 9 inches; thence north 82°45' West 40 feet 3½ inches to place of beginning, containing .14 acres, more or less." and also, Beginning at a point North 86°10 East, 1437 feet from the West quarter corner of Section 31, Township 30 North, Range 111 West of the 6th P. M., thence North 150 feet; thence west 160 feet; thence south 131 feet; thence south 82°45' East 110 feet and 10 inches; thence North 144 feet, enclosing a lot containing .35 acres, more or less." Also

A tract of land conveyed to the United States of America, recorded in Book 1 of Deeds, page 501 and Book 5 T. R., page 516 (Two deeds: to-wit: "Beginning at a point North 45° 2' East 332.5 feet from the west quarter corner of Section 31, Township 30 North, Range 11 West of the 6th P. M. thence east 82.5 feet; thence North 264 feet; thence west 82.5 feet; thence south 264 feet to place of beginning, containing ½ acre." Also

A tract conveyed to Clair W. Tanner, recorded in Book 5, T. R. Deeds, page 5, to-wit: That part of the SE¼NW¼ and NE¼SW¼ of Section 31, Township 30 North, Range 111 West of the 6th P. M., bounded and described as follows: Commencing at the SW Corner of Lot 2 identical with the quarter corner in the west boundary of said Section 31 and running thence North 88°15' East, 1613 feet to a point; thence South 67°50' East, 255 feet to a point which last mentioned point is the initial or descriptive point of the lands hereinafter described; Beginning at said initial point and running thence South 10°10' West, 200 feet to a point; thence South 79°50' East, 50 feet; to a point; thence North 10°10' East 200 feet to a point; thence North 79°50' West, 50 feet to said initial point, the place of beginning, containing 0.230 acres." Also

Parcel of land conveyed to Jennie E. Budd by warranty Deed recorded January 29, 1946, in Book 4 of Deeds, page 563, Sublette County records, described as follows: "Beginning at a point whence the quarter corner in the west boundary line of Section 31, Township 30 North, Range 111 West bears North 89°29'West, 2452 feet, thence north 145 feet, thence west 150 feet, thence south 145 feet, thence east 150 feet to the place of beginning."

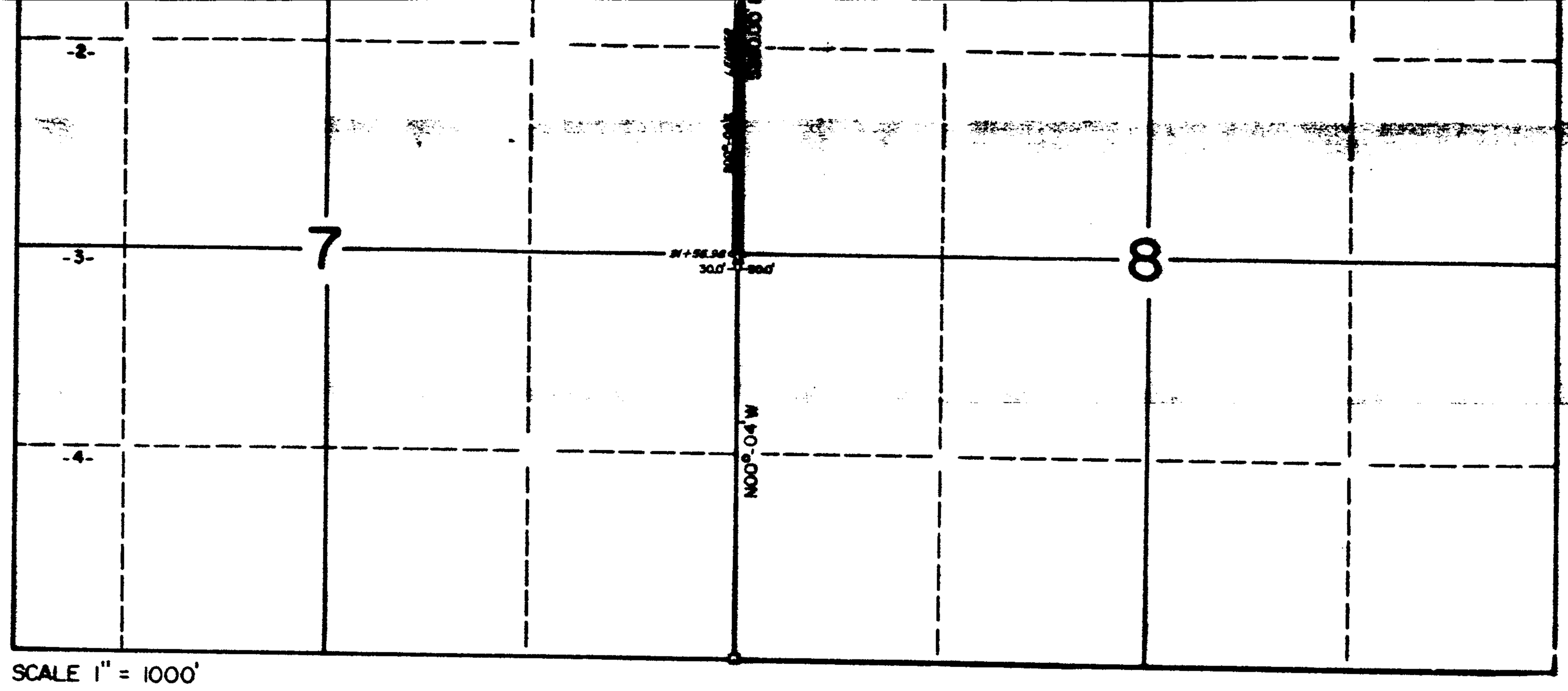
Parcel of land conveyed to Jesse E. Budd by warranty deed recorded September 5, 1945, in Book 4 of Deeds on page 516, Sublette County records, described as follows: "That part of the SE¼NW¼ and NE¼SW¼ of Section 31, Township 30 North, Range 111 West, 6th Principal Meridian, partly bounded on the east by land deeded by Josephine A. Budd to the Town of Big Piney, Wyoming, recorded in Book 1 of Deeds, page 414, known and described as Washington Park; partly bounded on the west by a parcel of land deeded by Josephine A. Budd et al to Mrs. Claire W. Tanner, recorded in Book 5 of Transcribed Deeds, page 5; and bounded on the North by the South right of way line of the Big Piney to Snider Basin Sublette County road, or/and Road No. 25 and described as follows: Commencing at the southwest corner of Lot No. 2, identical with the quarter section corner in the west boundary line of said Section 31, and running thence South 80°43'East, a distance of 1877.2 feet, more or less, to a point, which said point is the initial or descriptive point of the lands hereinafter described, Beginning at said initial point and running thence South 86°54' East, a distance of 186.85 feet, more or less, to a point on the West boundary line of said Washington Park; thence North 3°08' West, a distance of 269.85 feet, more or less, along the west boundary line of said Washington Park; together with and extension of said Washington Park West boundary line to a point on the South right of way line of said Sublette County road; thence N. 82°19' West, a distance of 152.50 feet, more or less, along said Sublette County road right of way line to a point; thence South 10°10' West, a distance of 284.34 feet, more or less, along an extension of the east boundary line of said land parcel deeded by Josephine A. Budd et al to Claire W. Tanner, together with the East boundary line of said land parcel, together with an extention of the East boundary line of said land parcel to said initial point containing 1.09 acres, more or less."

The State of Wyoming

County of Sublette

I, Ellen Neely, Clerk of the Ninth Judicial District Court within and for said County and in the State aforesaid, Do Hereby Certify the Foregoing to be a Full, True and Complete Copy.

Signed: Ellen Neely



187692

RECORDED December 6 19 81 @ 10:00 AM
IN BOOK 39 MISC PAGE 403
FEES $ none Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, WYOMING

123553

Declared a County Road by the Board of County Commissioners on this 1st day of December, 1981.

C. F. Kaufman

D. J. James

Lloyd E. Bowman

Attest:

COUNTY CLERK SUBLETTE COUNTY

THE STATE OF WYOMING } ss
SUBLETTE COUNTY

FILED in MY OFFICE
November 5 19 70
AT 11:00 O'CLOCK A.M.
Robert W. Evans, County Clerk
BY Kay Jensen

Lois J. Yates, County Clerk

Book SC-4 Page 48
Drawn By Wade Mahaney — SURVEYOR SCHERBEL, LTD — Big Piney, Wyoming

MAP OF
LEHMER COUNTY ROAD
NO. 23—180
SUBLETTE COUNTY, WYOMING

MEMORANDUM OF SALE

This Memorandum of Sale made and entered into this 2nd day of December, 1981, by and between BRUCE C. GOOCH, of Box 1603 South Park Route, Jackson, Wyoming 83001, hereinafter referred to as "Seller", and STEVEN J. BURTON and LESLIE MERRILL, of P.O. Box 5043, Denver, Colorado 80217, hereinafter referred to as "Buyers";

WITNESSETH:

That for the purchase price and upon the terms, conditions, and covenants set forth in that certain Real Estate Sales Agreement bearing date the 2nd day of December, 1981, all of which terms, conditions and covenants are hereby made a part hereof as fully and completely as if herein specifically set out in full, Seller has agreed to sell and convey to the Buyers, and Buyers have agreed to purchase all of Seller's right, title, and interest in and to the following described property which property is situated, lying and being in the County of Sublette, State of Wyoming, and more particularly described as:

> Lots 2, 3, and E½SW¼, Section 6, Township 32 North, Range 108 West, 6th P.M.; NE¼SE¼, Section 1, Township 32 North, Range 109 West, 6th P.M.; Containing 157.92 acres more or less. TOGETHER WITH all improvements and appurtenances thereunto appertaining, including all water and water rights and ditch and ditch rights; SUBJECT TO valid mineral reservations and utility easements of record; SUBJECT TO unrecorded right-of-way for Paradise Canal.

subject, however, to Seller's lien and right to terminate that certain contract in accordance with its terms, should Buyers default in any of the terms or conditions contained in said contract.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Sale the day and year first above written.

187714

SELLER:

Bruce C. Gooch
BRUCE C. GOOCH

BUYERS:

STEVEN J. BURTON

BY: Gerald R. Mason
Gerald R. Mason, Attorney in Fact

LESLIE MERRILL

BY: Gerald R. Mason
Gerald R. Mason, Attorney in Fact

RECORDED December 2 1981 4:00 P M
IN BOOK 39 Misc PAGE 404
FEES $6.00 Sandy York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
BY: Dorothy McGee

404

ACKNOWLEDGEMENTS

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Memorandum of Sale was acknowledged before me by Bruce C. Gooch this 2nd day of December, 1981.
WITNESS my hand and official seal.

NOTARY PUBLIC SUBLETTE COUNTY WYOMING

My Commission expires March 22, 1983
My Commission Expires:

John M. Russell Hodgen
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Memorandum of Sale was acknowledged before me by Gerald R. Mason this 2nd day of December, 1981.
WITNESS my hand and official seal.

JOHN M. RUSSELL HODGEN NOTARY PUBLIC SUBLETTE COUNTY WYOMING

My Commission expires March 22, 1983
My Commission Expires:

John M. Russell Hodgen
Notary Public

AGREEM[redacted]R WARRANTY DEED—FORM NO. 1[redacted] THE MILLS COMPANY, [redacted]

THIS AGREEMENT, Made and entered into this 13th day of July 19 79, by and between VICTOR D. FULK, a single man,

of Pinedale, Sublette County, State of Wyoming, of the first part, and JIMMY CASH GRIMES, a single man, ~~1440 Kingsbury~~ Box 142 Boulder, Wyo. 82923 J.C.G.

of ~~Casper 82601~~, ~~Natrona~~ County, State of Wyoming, of the second part,

WITNESSETH, That the party of the first part, for and in consideration of the sum of ($ 350.00) Three Hundred Fifty and No/100 - DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said party of the second part, his heirs, executors, administrators or assigns, shall and do well and faithfully perform the covenants and agreements hereinafter mentioned on his part to be kept and performed; do es hereby for himself and his heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said party of the second part by a good and sufficient Warranty Deed, subject, however, to 1/2 of the taxes of A. D. 1979 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: **Lot 71 Big Country Ranches Fourth Filing as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining, all water and water rights, ditch and ditch rights thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; to prior mineral reservations of record; and to Restrictions Governing Big Country Ranches filed 10/3/78 in Book 34 of Misc., page 534. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.**

SOLD FOR Fourteen Thousand Five Hundred and No/100 DOLLARS ($ 14,500.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the party of the second part do es hereby, for himself and his heirs, executors, administrators and assigns, covenant, promise and agree to and with the said party of the first part, his heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$350.00 down; balance of $14,150.00 payable in 120 monthly payments of $179.26 which include interest at the rate of 9% per annum, first said payment due 8/1/79, succeeding payments due the 1st day of each month thereafter until paid in full.

RECORDED December 4 1981 2:15 PM
IN BOOK 34 Misc PAGE 406
FEES 4.00 Lina J. Lake COUNTY CLERK
SUBLETTE COUNTY CLERK

187769

Payable at the office of First National Bank of Pinedale with interest at the rate of 9 per cent per annum from date. Interest payable ~~xxx included~~. If principal or interest is not paid when due, the same to draw 9 per cent interest per annum from maturity until paid.

Right to accelerate payments in any multiple of $1,000.00 or the entire balance then due on any payment date after January 1, 1980, is hereby granted by party of the first part.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said party of the second part, his heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on his part to be performed, then said party of the first part, his heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said party of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The party of the second part agrees to keep the buildings on said premises insured in a sum not less than None Dollars, in favor of and payable to party of the first part, as his interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of
xxxxxxxx

Victor D. Fulk

Jimmy Cash Grimes

Jimmy Cash Grimes

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Victor D. Fulk, Jimmy Cash Grimes, appeared before Notary,

this 13th day of July, 19 79.

Witness my hand and official seal.

IMOGENE BRANDON-Notary Public
County of Natrona
State of Wyoming
My Commission Expires: ~~Feb. 4~~ 1981

Imogene Brandon
Signature

Notary Public
Title of Officer

406

AFFIDAVIT AND DEATH CERTIFICATE TO ESTABLISH RIGHT OF SURVIVORSHIP

THE STATE OF WYOMING)
) SS
COUNTY OF TETON)

INEZ P. FINNEGAN, being of lawful age and first duly sworn upon oath, deposes and says:

1. That affiant was and is interested in the following described real estate and the title thereto:

> Beginning at a point which bears S89°41'E, 60 feet along the North line from the NW Corner of the SE1/4NE1/4, Section 34, T34N, R109W of the 6th P.M. Thence S89°41'E, 422.2 feet to a point; thence S00°07'E, 206.35 feet to a point; thence N89°41'W, 422.2 feet to a point; thence N00°07'W, 206.35 feet, more or less, to the point of beginning of the tract and containing 2.0 acres, more or less, and being situated in the SE1/4NE1/4, Section 34, T34N, R109W of the 6th P.M., Sublette County, Wyoming, together with all improvements, appurtenances, water, water rights, ditch and ditch rights thereunto appertaining.

2. That EDWARD D. FINNEGAN and affiant were named as Grantees of an estate by the entireties in that certain Warranty Deed executed by Frank Favazzo and Francine F. Favazzo, husband and wife, whereby the above-described property was conveyed and which Warranty Deed was dated October 31, 1967 and recorded in the Office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming on November 2, 1967 in Book 13 of Deeds at page 483 thereof.

3. That EDWARD D. FINNEGAN died at Lander, Fremont County, Wyoming on September 12, 1981; said decedent was survived by INEZ P. FINNEGAN and the estate by the entireties created by the above-mentioned Warranty Deed, covering the above-described property, was terminated and the estate then remained vested solely in Inez P. Finnegan as the surviving tenant.

4. That attached hereto is a certified copy of the official Certificate of Death of the said EDWARD D. FINNEGAN, which certificate is on file in The Vital Records Services, Division of Health and Medical Services, Wyoming Department of Health and Social Services, Cheyenne, Wyoming 82001, and which copy is duly certified by the Public

RECORDED December 7 1981 8:00 A M
IN BOOK 39 Misc PAGE 407
FEES $ 8.00 Laura Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

187780

Authority in which said original Death Certificate is a matter of record.

5. That this Affidavit is executed in compliance with Sections 34-6-102 and 2-9-102, Wyoming Statutes, 1977.

DATED this 3rd of December, 1981.

Inez P Finnegan
INEZ P. FINNEGAN

Subscribed and sworn to before me by Inez P. Finnegan on December 3, 1981.

Jeannine Miller
Notary Public

My Commission Expires:

JEANNINE MILLER Notary Public
County of Teton State of Wyoming
My Commission expires January 16, 1983

409

STATE OF WYOMING

DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 80

81-002037
STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

IF DEATH OCCURRED IN INSTITUTION, SEE HANDBOOK REGARDING COMPLETION OF RESIDENCE ITEMS

DECEDENT-NAME FIRST	MIDDLE	LAST	SEX	DATE OF DEATH (Mo. Day Yr.)
1. Edward		Finnegan	2. Male	3. Sept. 12 1981

RACE - (e.g. White, Black, American Indian, etc.) (Specify)	ORIGIN OR DESCENT (e.g. Italian, Mexican, German, Puerto Rican, English, Cuban, etc.) (Specify)	AGE - Last Birthday (Yrs.)	UNDER 1 YEAR MOS.	UNDER 1 YEAR DAYS	UNDER 1 DAY HOURS	UNDER 1 DAY MINS.	DATE OF BIRTH (Mo. Day Yr.)
4a. White	4b. Sweden	5a. 83	5b.		5c.		6. May 26 1898

PLACE OF DEATH - Hospital or other Institution-Name (If not in either give street and number)	IF HOSP. OR INST. Indicate DOA, OP/Emer. Rm., Inpatient (Specify)	CITY, TOWN OR LOCATION OF DEATH	COUNTY OF DEATH
7a. Bishop Randall Hospital	7b. inpatient	7c. Lander	7d. Fremont

STATE OF BIRTH (If not in U.S.A., name country)	CITIZEN OF WHAT COUNTRY	MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify)	SURVIVING SPOUSE (If wife, give maiden name)	WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify Yes or No)
8. Montana	9. U.S.A.	10. Married	11. Inez Thomas	12. Yes

SOCIAL SECURITY NUMBER	USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)	KIND OF BUSINESS OR INDUSTRY
13. 520-03-3068	14a. Ranching	14b. Retired

RESIDENCE-STATE	COUNTY	CITY, TOWN OR LOCATION	STREET AND NUMBER	INSIDE CITY LIMITS (Specify Yes or No)
15a. Wyoming	15b. Sublette	15c. Pinedale	15d. P.O. Box 668	15e. Yes

PARENTS

FATHER-NAME FIRST	MIDDLE	LAST	MOTHER-MAIDEN NAME FIRST	MIDDLE	LAST
16. Edward		Finnegan	17. Annie		Erickson

INFORMANT-NAME (Type or Print)	MAILING ADDRESS STREET OR R.F.D. NO.	CITY OR TOWN	STATE	ZIP
18a. Inez Finnegan	18b. P.O. Box 668	Pinedale,	Wyoming	89241

DISPOSITION

BURIAL, CREMATION, REMOVAL, OTHER (Specify)	CEMETERY OR CREMATORY-NAME	LOCATION CITY OR TOWN	STATE
19a. Removal	19b. Aspen Hill	19c. Jackson,	Wyo.

FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	NAME OF FACILITY	ADDRESS OF FACILITY
20a. Edward Hudson (337)	20b. Hudson Funeral Home (100)	20c. Mt. Hope Rd. 82520

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) ▶ Walter C. Ashcraft M.D.

DATE SIGNED (Mo., Day, Yr.)	HOUR OF DEATH
21b. 22 Sept 1981	21c. 3:30 P. M

NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print) 21d.

To be Completed by CORONER Only

22a. On the basis of examination and investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) ▶

DATE SIGNED (Mo., Day, Yr.)	HOUR OF DEATH
22b.	22c. M
PRONOUNCED DEAD (Mo., Day, Yr.)	PRONOUNCED DEAD (Hour)
22d. ON	22e. AT M

NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print)

23. Walter C. Ashcraft, M.D. 125 Wyoming, Lander, Wyoming 82520

REGISTRAR	DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
24a. (Signature) ▶	24b. 28 Sept 81

CAUSE OF DEATH

CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST

25. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).)

PART I
(a) Gram negative Septicemia — Interval between onset and death: 8 hrs
DUE TO, OR AS A CONSEQUENCE OF
(b) Post operative pneumonia — Interval between onset and death: 5 days
DUE TO, OR AS A CONSEQUENCE OF
(c) Chronic obstructive pulmonary disease many years

PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I (a)
Renal failure arteriosclerotic dis

AUTOPSY (Specify Yes or No) 26.	WAS CASE REFERRED TO CORONER (Specify Yes or No) 27.

ACC., SUICIDE, HOM., UND. OR PENDING INVEST. (Specify)	DATE OF INJ. (Mo., Day, Yr.)	HOUR OF INJURY	DESCRIBE HOW INJURY OCCURRED
28a.	28b.	28c. M	28d.

INJURY AT WORK (Specify Yes or No)	PLACE OF INJ. At home, farm, street, factory, office building, etc. (Specify)	LOCATION STREET OR R.F.D. No.	CITY OR TOWN	STATE
28e.	28f.	28g.		

Penalty for failure to do so. W.S. 35-79.31(b)

SEP 30 1981

Date Issued November 25, 1981

THIS IS TO CERTIFY that this reproduction is a true copy of a record on file in Vital Records Services, Division of Health and Medical Services, Wyoming Department of Health and Social Services, Cheyenne, Wyoming.

If this copy does not bear a raised seal and the signature of the Deputy State Registrar is not in RED, this is not an official certified copy.

Lawrence J. Cohen, M.D.
State Registrar

Richard O. Hall
Deputy State Registrar

IN THE DISTRICT COURT OF THE ~~THIRD~~ NINTH JUDICIAL DISTRICT

WITHIN AND FOR SUBLETTE COUNTY, WYOMING

In the Matter of the Estate of	)	
	)	
WILLIAM M. EDWARDS,	)	PROBATE NO. 1009
	)	
Deceased	)	
----------	)	

FILED
NOV 14 1977
Clerk of Court
Sublette County, Wyoming

DECREE OF FINAL SETTLEMENT OF ACCOUNT

AND ORDER OF DISTRIBUTION

Pauline M. Edwards and Bank of the Southwest National Association, Houston, Co-Executors of the estate of WILLIAM M. EDWARDS, deceased, having heretofore rendered and filed herein a full Account and report of their administration of said estate, which Account was for final settlement, and having with said Account filed a Petition for the distribution of the residue of said estate.

And said Account and Petition coming on this day regularly to be heard, proof having been made to the satisfaction of the Court that Notice of Settlement of said Account, and the hearing of said Petition, has been given in the manner and for the time in such cases required by law; and the Court, being fully advised in the premises finds:

1. That said WILLIAM M. EDWARDS died testate in the State of Texas on or about the 6th day of October, 1976, leaving estate, consisting of real property in the County of Sublette, State of Wyoming.

2. That the Last Will and Testament of said WILLIAM M. EDWARDS, nominated and appointed petitioners as Co-Executors of said estate; that said Last Will and Testament was admitted to probate on the 25th day of October, 1976, in the Probate Court in and for the County of Burnet, State of Texas, and petitioners were appointed Co-Executors of said estate by such Court, by order duly made and entered on October 25, 1976, and that said Last Will and Testament was admitted to probate and petitioners were appointed Co-Executors of said estate by Order of this Court duly made and entered on the 31st day of January, 1977, and that thereafter petitioners duly qualified as such Co-Executors, immediately entered upon the administration of said estate, and has ever since continued to administer the same.

3. That said account is in all respects true and correct and that all claims and debts against said deceased, all taxes against said estate, and all debts, expenses and charges of administration

187733

RECORDED December 7 19 81 8:00 A M
IN BOOK 99 Misc PAGE 410
FEES $6.25 Lana J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

and inheritance taxes, except those items hereinafter set forth, have been fully paid and discharged, and that said estate is now ready for distribution and in condition to be closed.

4. That since the filing of said Final Account and Petition for Distribution herein, the sum of Four Hundred Forty-Five and 38/100 ($445.38) Dollars remains due and unpaid to Robert H. Johnson, for administrative expenses advanced by him, as attorney for said Co-Executors.

5. That said Co-Executors and their attorney have rendered and performed services for and in connection with said estate for which they are entitled to compensation as provided by law.

6. That said WILLIAM M. EDWARDS, deceased, by his Last Will and Testament gave, devised and bequeathed certain specific bequests which have been satisfied out of the main estate, and that all of the rest, residue and remainder of said estate was given, devised, and bequeathed to PAULINE M. EDWARDS, Spicewood, Texas and BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, Houston, Texas, IN TRUST, for the uses and purposes and under the terms and conditions as set forth in that certain INDENTURE OF TRUST dated September 19, 1967, a certified copy of which is attached thereto, marked "Exhibit B" and by this reference made a part hereof, and said TRUSTEES are entitled to have all of the rest, residue, and remainder of said estate distributed, conveyed and set over to them, IN TRUST, for the uses and purposes and under the terms and conditions set forth in said INDENTURE OF TRUST, which terms and conditions are by this reference incorporated in and made a part of the Decree of Final Distribution.

7. That the residue of said estate remaining in the hands of the Co-Executors, before the payment of the above sums and before the payment of the fees of the attorney for the Co-Executors and of the estate and fees for the Co-Executors, for distribution to the heirs devisees and legatees of said decedent, is as follows:

Real Property situated in Sublette County, State of Wyoming, to-wit:

E½SW¼, SE¼, Section 17, NE¼NE¼, S½NE¼, SE¼NW¼, NE¼SE¼, Section 20; NW¼NE¼, S½NE¼, NW¼, N½SW¼, Section 21, Township 30 North, Range 108 West of the Sixth Principal Meridian, Sublette County, Wyoming, together with all improvements located upon the above lands, and all appurtenances belonging or appertaining thereto; and all easements, water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and rights to the use of all water, ditches and reservoirs used in connection with or appertaining to the above described lands; and together with all grazing permits and permits and privileges for the grazing of livestock and appurtenant to the above described lands.

Miscellaneous ranch equipment located on the above ranch, including:

Fairbanks Mor[illegible] scale-walk-in variety

Generator and trailer
Tractor- MF 66 diesel
200 (approx.) treated fence posts
Brush beater
Antique hay sled (horse-drawn farm equipment)
100 gallon propane tank-2-100-gal tanks
pitcher pump
2 saddles with bridles and blankets
6' blade attachment for tractor
3 horse collars
Leveler-broken joint
Antique stacker, wagon (horse-drawn farm equipment)
V-ditcher
Disc
Big Squirt irrigating machine
1960 (approx.) Chevrolet pickup- needs massive repairs
Gasoline pump

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that said Final Account of said Co-Executors be, and the same is hereby, settled, allowed, approved, ratified and confirmed, and that after payment of the aforesaid costs of administration and payment of attorney fees and co-executor fees to be set by separate order of this Court, that the residue and remainder of said estate heretofore particularly described, and any other property not now known or discovered, and which may belong to said estate, or in which said estate may have an interest, be, and the same is hereby, distributed, granted, conveyed and set over to the Trustees of said Trust, to be held and distributed pursuant to the terms and provisions of said Trust as set forth in the Last Will and Testament filed herein, and in that certain Indenture of Trust dated September 19, 1967, and Amendments thereto, dated April 2, 1975 and April 5, 1975, which terms and provisions are incorporated in, and by this reference made a part hereof.

IT IS FURTHER ORDERED AND DECREED that the Co-Executors execute any and all assignments necessary to make said transfers, and that, upon the payment and delivery of said residue and remainder as hereinbefore ordered, and upon the filing of receipts therefor in this Court, the said Co-Executors be fully and finally released from their duties as such Co-Executors.

DONE IN OPEN COURT this 11 day of November, 1977.

/s/ Robert B. Rauch
JUDGE

DISTRICT COURT OF [illegible]
A TRUE AND COMPLETE COPY OF THE ORIGINAL I DO HEREBY CERTIFY.
SEAL
CLERK OF THE DISTRICT COURT
[illegible] COUNTY

THE STATE OF TEXAS)
(
COUNTY OF HARRIS)

THIS INDENTURE OF TRUST, made and entered into this 19th day of September, 1967 by and between William M. Edwards and wife, Pauline M. Edwards, of Harris County, Texas (hereinafter being sometimes referred to jointly as "Grantors"), and William M. Edwards and Pauline M. Edwards, of Harris County, Texas (hereinafter being sometimes collectively referred to as "Individual Trustee"),

W I T N E S S E T H :

WHEREAS, Grantors have transferred and delivered to Trustee the sum of Five Dollars ($5) to be held in trust for the uses and purposes hereinafter set forth; and

WHEREAS, Trustee is willing to consent and agree to act as trustee thereof and to hold and manage the same in accordance with the terms, conditions, and provisions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter expressed and agreed to by Grantors and Trustee, and of other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged Grantors and Trustee do hereby agree that said property shall be held in trust for the following uses and purposes and subject to the terms, conditions, powers, and agreements hereinafter set forth:

ARTICLE I

In the event William M. Edwards ceases to serve as Trustee for whatever reason, he shall be succeeded by Bank of the Southwest National Association, Houston, a national bank domiciled in Houston, Texas, said Bank and any Trustee appointed to succeed or replace said Bank hereinafter referred to as "Independent Trustee" but said term as

The State of Wyoming
County of Sublette
I, Ellen Neely, Clerk of the Ninth Judicial District Court within and for said County and in the State aforesaid Do Hereby Certify the Foregoing to be a Full, True and Complete Copy.
Signed: Ellen Neely

[redacted] Ex [redacted] B

hereafter used shall apply only to the Bank acting as Trustee at the time in question. If Pauline M. Edwards ceases to serve as Trustee for whatever reason, William M. Edwards shall serve alone. If both William M. Edwards and Pauline M. Edwards ceases to serve as Trustees for whatever reason, the Bank shall act alone.

No change in the name of the above named Bank nor any merger or consolidation of its corporate powers with another bank or with a trust company shall affect its right or capacity to act hereunder, but the Bank under whatever name it may be known and under whatever charter it may hereafter exist, and its successors and assigns, shall under the circumstances stated above be and remain appointed to act in the capacity designated herein.

Any trustee serving hereunder may resign and cease to act further hereunder, with or without cause, at any time that it may elect so to do. In the event of such resignation, such election and resignation shall be evidenced and made by the execution of an instrument in writing delivered to Grantors, or to the survivor of them if only one is living, or if neither of Grantors is living to the beneficiaries (the guardian of the person of any beneficiary who is a minor, or if there is no such guardian, the person with whom such minor resides, to be substituted for any beneficiary who is a minor).

In the event of resignation of any bank serving as trustee, or should the above named Bank for any reason fail, cease, or become disqualified to act hereunder, when called upon to do so under the terms hereof, a successor trustee shall be appointed as follows: Grantors or either of them, whether only one or both are living shall appoint a successor trustee by the execution of an instrument in

writing delivered to such successor trustee; if both of Grantors are then deceased, or if both Grantors fail for any reason to appoint a successor trustee within thirty days after receipt of written notice of such resignation or within thirty days after such disqualification or such failing or ceasing to act, or if Grantors acting separately name different successors, the successor trustee shall be appointed in accordance with the applicable laws of the State of Texas, such successor trustee appointed under this paragraph to be a bank or trust company with power to act as trustee, and having, according to its last published financial statement capital and surplus aggregating at least $5,000,000.00.

While either Grantor is serving as trustee, he or she may, revocably or irrevocably, by an instrument accepted by any successor trustee, disclaim, transfer, or release, in favor of the successor -trustee, any and all rights, powers, duties, or other functions, in whole or in part and the successor trustee shall become sole trustee to the extent of such rights, powers, duties or other functions disclaimed, transferred or released to it or, by an instrument delivered to any bank serving as Trustee or entitled to serve as Trustee appoint another bank located anywhere in the United States to serve as Trustee (in lieu of the bank then serving or entitled to serve) which, according to its last published financial statement had capital and surplus aggregating at least $5,000,000.00.

Upon the appointment of and acceptance of any trust by any successor trustee, it shall, without further act or conveyance, be and become vested with all rights, title, and interests in and to the assets and properties of the trust estate of such trust, and shall succeed to, enjoy, and exercise all the rights, duties, powers, privileges,

[redacted] Exhibit [redacted] B
Page 5 [redacted]

[redacted] obligations [redacted] such [redacted] predece[illegible] or in off[illegible] [redacted] Any retiring trustee shall execute and deliver to the successor trustee such instruments of transfer and assignments of the assets and properties of the trust estates as may be required by such successor trustee; provided that such instrument shall not be necessary or required to vest title in any such successor trustee.

While serving as trustee hereunder, neither Grantor shall be entitled to any compensation for services rendered, but shall be entitled to reimbursement for expenses incurred in connection with performance of duties hereunder. For any services performed by any other trustee, such trustee shall be entitled to receive and to be paid such fair and reasonable compensation as may prevail for the performance of like services in Harris County, Texas, at the times such services are rendered.

As hereinafter used, the term "Trustee", and the neuter gender as sometimes used in reference thereto, and all of the terms, provisions, rights, powers, and duties stated herein in reference thereto, shall be equally applicable, collectively, to any persons or entities who may from time to time be serving hereunder, whether alone or jointly, whether by appointment in this instrument or otherwise, and all such rights, powers and duties may be exercised by co-trustees only if done so unanimously except where otherwise provided herein.

If upon the death of the first of Grantors to die any proceeds of insurance on the life of such deceased Grantor becomes payable because of such death to Trustee, Trustee shall pay to such surviving Grantor such portion of such proceeds free of any trust which, in Trustee's judgment, represents the surviving Grantor's community share, if

wise, all of such proceeds shall be held and/or distributed as provided herein.

If William M. Edwards predeceases Pauline M. Edwards and if there is payable to Trustee from any employee benefit plan any benefits which are deemed at least in part Pauline M. Edwards' portion of community property, Trustee shall pay to Pauline M. Edwards the portion (or other property of an equivalent value) of such property which represents her one-half community interest therein.

ARTICLE II

Although it is the present intent of Grantors to devise and bequeath to Trustee certain properties and to name Trustee as the recipient of proceeds of certain life insurance policies and/or other benefit plans, it is not their present intent to bind or obligate either of them to devise or bequeath property to Trustee or to name Trustee as recipient of any proceeds. If, however, either of them does do so, it is their intent and agreement that such property and proceeds passing to Trustee shall be held subject to the terms hereof, unless the will or other instrument by which the transfer is made to Trustee expressly provides otherwise.

Also, Trustee may accept other property hereunder from other sources, in which event such property shall be held subject to the terms hereof, unless Trustee and the Grantor with respect to such property agree in writing otherwise.

ARTICLE III

The trust estate shall be held for the following uses and purposes and under the following terms and conditions:

A. So long as the trust has less than $100.00 in assets, all properties held hereunder in trust shall be retained as a single trust estate, and trustee shall not be obligated to invest the same. If Trustee does invest such trust estate, the income therefrom shall be accumulated and added to the principal.

B. After the trust has acquired assets in excess of $100.00, Trustee shall continue to hold the trust and shall pay to Grantors, and the survivor of them so long as he or she lives such amounts of the income and capital of the trust as Trustee shall determine is necessary and advisable for his or her maintenance or support. In determining whether such income or principal is necessary and advisable for such purpose, Trustee shall consider such Grantors' or the survivor's own income and capital property.

C. In addition to the payments referred to in the foregoing paragraph B, Trustee may, pay to the children born of Grantors' marriage and to the issue of any deceased child born of Grantors' marriage such amounts of first income and then principal of the trust as Trustee may determine is necessary or advisable for his or her education, maintenance, or support, or for other purposes for his or her benefit. The trust shall be held primarily for the benefit of Grantors and the survivor of them and Trustee shall consider this direction in deciding whether to accumulate income not paid to Grantors or to pay trust property to such children or issue. Any distribution to such children or issue may be made without regard to equality among them. Trustee shall, in the exercise of its discretion under this paragraph C, consider each beneficiary's own funds, income or capital.

D. After the death of a Grantor, so that the surviving Grantor may have additional funds, he or she shall have the right and power to direct Trustee to pay to him or her from principal of the trust estate, for each calendar year after the calendar year of the death of the first of Grantors to die, the greater of (i) Five Thousand Dollars ($5,000) or (ii) an interest in or an amount of the principal of the trust estate, which interest or amount shall not exceed in value, five per cent (5%) of the fair market value of the principal of the trust estate held hereunder at such time, the fair market value to be as of the last day of the particular calendar year. Such power may be exercised by such surviving Grantor only by the giving of written notice of the exercise thereof to Trustee before the end of the calendar year in respect to which such power is exercised and only if he or she lives through such calendar year; and to the extent such surviving Grantor fails to exercise this power for any year his or her power to do so shall lapse for that year.

E. After the death of the first of Grantors to die, the surviving Grantor shall have a special power of appointment, exercisable at any time during his or her life by a deed or deeds or exercisable upon his or her death by will which refers specifically to this instrument and

the power herein granted, to appoint the trust properties to the children or other issue of Grantors then living and to the spouses then living of such children and other issue (whether or not the issue to whom such spouses are or were wed are living) without regard to equality among them; provided that such surviving Grantor shall not have the right or power to appoint any such property, directly or indirectly, to himself or herself, his or her creditors, his or her estate, or creditors of his or her estate. The surviving Grantor may appoint outright or in trust, select the trustees, create new powers of appointment, impose lawful conditions upon such new power of appointment, and impose lawful spendthrift provisions; provided that any appointment in trust shall be such that the beneficial interest may be enjoyed only by one or more of Grantors' issue or the spouses of such issue so long ms there are such issue or such spouses; provided further that no appointment by such surviving Grantor shall benefit directly or indirectly himself or herself, his or her creditors, his or her estate, or creditors of his or her estate. Such power is further limited by the direction that it shall not apply to the proceeds of life insurance on the life of the surviving Grantor payable to the trust or trustee hereunder. Such power is further limited by the direction that it shall not enable the surviving Grantor to appoint properties in such a way that would discharge any legal obligation of such surviving Grantor. In determining whether, in what manner, and to what extent a testamentary power of appointment has been exercised by such surviving Grantor, Trustee may act in reliance upon a court order in any jurisdiction admitting an instrument to probate as his or her will or finding that he or she died intestate; and unless within three months after his or her death Trustee has actual notice of the existence of a will or of probate proceedings, Trustee may assume that he or she died intestate (but the provisions of this sentence shall not affect any right which an appointee or beneficiary in default of appointment may have against the distributee).

F. Upon the death of the last of Grantors to die, Trustee shall pay to Grantors' issue then living, per stirpes, the trust estate then remaining, and undisposed of under the powers created in paragraph E above, including any property devised or bequeathed to Trustee by the last of Grantors to die or otherwise passing at such time to Trustee. Such payment shall be made free of any trust and such trust shall thereupon terminate.

G. Any property which would pass under the foregoing paragraph F (except for this paragraph G) to any person who has not then attained forty (40) years of age shall be retained by Trustee in a separate trust for such person. When such person attains the age of thirty (30) years, (or when the trust is initially established if such person was at such time thirty (30) years old or older), one-half of his or her trust shall be paid over to him or her, free of trust and when he or she attains the age of forty (40) years, his or her remaining trust shall be paid over to him or her and his or her trust shall terminate. If such person dies before his or her trust has terminated, such trust shall terminate upon his or her death, and all property then held therein shall pass to such person's issue then living, per stirpes, or if there is no such issue, to the then living

[redacted], per stirpes, of such [redacted]'s first preceding ancestor in the line from Grantors to such person, or if there is no such issue, then, per stirpes, to the then living issue of the second preceding such ancestor and so on up to and including the issue born of Grantors' marriage, provided that if any such issue is then the beneficiary of a trust created in this indenture, the share he or she takes under this sentence shall be added to such trust and held under all of the terms thereof. During the time a trust is being held under this paragraph G for any person, such person shall be the primary beneficiary thereof, and Trustee shall pay to such person such amounts of income or principal or both as Trustee may determine is necessary or advisable for such person's education, maintenance, or support, or for other purposes for such person's benefit, taking into consideration income, capital, and other funds available to each such beneficiary; provided that all of the net income of a trust earned after the beneficiary thereof attains the age of twenty-five (25) years shall be paid to the beneficiary thereof quarterly from and after the time such beneficiary attains the age of twenty-five (25) years.

H. In determining the necessity or advisability of making any payments under any of the trusts created herein and in determining which factors are relevant to its decisions thereunder, Trustee shall be guided by the general station in life to which Grantors and the members of their family have been accustomed, without ignoring the probable requirements of the beneficiaries in the future for the purposes specified herein. Also, Trustee shall consider, as to the respective beneficiaries, their respective ages, health, the cost of their support and maintenance (and education if applicable), and the obligation of any beneficiary to support other persons. Directions that Trustee shall consider other funds, income or capital, available to any beneficiary when considering payment of designated funds hereunder to such beneficiary shall mean, in the absence of contrary express provision herein (i) that Trustee may, but need not, require such beneficiary to exhaust all such funds before being entitled to such payments hereunder, (ii) that the more funds such beneficiary has available relative to his or her needs, the more Trustee shall require such beneficiary to look to such funds for needs and the less Trustee shall pay to such beneficiary, (iii) Trustee shall make such decisions in the light of all factors Trustee then deems relevant, and (iv) that Trustee shall make such decisions in the best interests of the beneficiaries, present or future, considered collectively, without ignoring directions herein to prefer those designated as primary beneficiaries. Anything herein to the contrary notwithstanding, any direction herein to consider other funds available to any beneficiary, income or capital, shall not apply to (i) those properties which in Trustee's judgment are being used by such beneficiary (in the manner a residence, automobile, social membership, household goods, objects of art, and other personal effects are used) and are necessary to such beneficiary's accustomed standard of living or (ii) those properties which in Trustee's judgment cannot be converted to cash without substantial loss of true value of such properties or other properties owned by such beneficiary.

I. No beneficiary, present or future, of any trust shall ever have any right to question Trustee's acts, omissions, or judgments in connection with distributions of income or principal hereunder if made or arrived at by Trustee in good faith; any doubt in such matters shall be resolved in favor of then current beneficiary, and Trustee shall never be liable for so resolving such doubts so long as Trustee acts in good faith. If it is ever deemed that any beneficiary (regardless of legal disability) has a right at any time, because of the application of standards herein established to conditions then existing, to demand and receive any trust property, such right shall lapse at the end of the trust's fiscal year during which such right accrued, unless such beneficiary (or the guardian of his or her person or estate if he or she is under a legal disability) makes demand therefor in writing delivered to Trustee during such fiscal year. Any part of the income not paid out by Trustee within the fiscal year it is received or within two months after the close thereof shall become part of the principal of the trust estate.

J. Anything in this instrument to the contrary notwithstanding, unless terminated prior thereto under the provisions of this instrument, (including the provisions of Article VI) the trusts held hereunder shall terminate upon the expiration of twenty-one years after the death of the last survivor of the beneficiaries hereunder who are in being as of the date of execution of this instrument. In the event any trust terminates under this paragraph, the trust estate of any trust so terminating shall pass and be distributed by Trustee, free of any trust, to the then beneficiary of such trust.

ARTICLE IV

In the event any contingency should arise under which the trust property or any portion thereof is not disposed of pursuant to the provisions of Article III hereof, then upon such contingency, the trust property or such portion thereof shall be divided into two equal shares, one share shall pass and be paid, free of the trust, to those persons then living who would have been, under the laws of the State of Texas then in force, heirs at law of the separate personal (as distinguished from real) estate of William M. Edwards if he had died intestate on the date of such occurrence, in the proportions they would have received the same had they been his sole heirs at law, and the other share shall pass and be paid, free of the trust, to those persons then living who would have been, under the laws of

[redacted]tate of Tex[redacted] then in [redacted] heirs at [redacted] of the [redacted] arate personal (as distinguished from real) estate of Pauline M. Edwards if she had died intestate on the date of such occurrence, in the proportions they would have received the same had they been her sole heirs at law.

ARTICLE V

Neither the income from any trust estate held under this instrument nor the principal thereof, shall ever be liable for any debts, obligations or liabilities, present or future, arising by contract, tort or otherwise, of any beneficiary hereunder, or be subject to the right of any creditor whomsoever of any beneficiary to seize or reach the same, or any part thereof, under any writ, process, or attachment, or by any proceeding, judgment or decree at law or in equity, or any writ, process or attachment issued in the enforcement of any such proceedings, judgment or decree.

No beneficiary of any trust hereunder shall have any right, power or authority, to give, grant, sell, convey, mortgage, pledge or otherwise dispose of, encumber, or anticipate the income, or any installment thereof, from any trust estate, or the principal or any part thereof, the intention being that no right, power, or authority of disposition of the trust estates, or the income therefrom, or any part thereof, shall vest in any beneficiary hereunder until the same shall have been actually transferred or paid over to such beneficiary. The determination of Trustee to make any payment or distribution to any beneficiary, whether of income or principal, or any part of either, shall in no respect alter, change, modify the effect and intention of this provision. The income and principal of each trust estate shall be paid as herein provided, without regard to any beneficiary's assignment, gift, grant, sale, conveyance, mortgage,

pledge, or other disposition thereof or any writ, process, attachment, proceeding, judgment or decree against the same arising from any act or omission by any beneficiary.

ARTICLE VI

If under this instrument property is to pass to or is to be distributed to any person free of any trust who has not attained the age of twenty-one years at such time, Trustee may in its discretion, even though such property has vested in such person, and even though Trustee is elsewhere herein directed to distribute free of any trust, elect to hold such property for each such person until he or she attains the age of twenty-one years or dies, whichever event occurs first, whereupon Trustee shall pay such property to such person or to his or her legal representatives, heirs, devisees, legatees, or assigns, as the case may be. Trustee while holding such property is hereby authorized and directed to use such amounts of income or principal or both of each such person's property as it may determine in its sole discretion to be advisable and in such person's best interest for such person's education, maintenance, or support, or for other purposes for the benefit of such person; or Trustee may in its discretion (without reference to any requirement or need of such person therefor) make payment of all or a portion of such property to such person by any of the methods set forth in paragraph D of Article VII hereof. Trustee while holding property under this Article for any person shall have all of the rights and powers conferred upon it with respect to other trusts provided for in this instrument.

ARTICLE VII

Trustee shall hold and manage the trust estates upon the following terms and conditions and with the following rights, powers, and duties, these being in addition to those provided for elsewhere in this instrument:

[redacted] Exh[redacted] B [redacted]
Page 11

A. Trustee is hereby authorized and empowered to hold and possess, and to manage, invest, reinvest and keep invested, all and every part of any trust estate which comes into its possession in such stocks, securities, or other property, real, personal, and/or mixed, and upon such terms and conditions, and for such lengths of time as Trustee shall deem proper, it being intended hereby to give Trustee full and complete authority to hold and possess and to manage, invest, reinvest, and keep invested the whole and every part of any trust estate, according to its sound judgment and discretion, without any limitation upon its power and authority to do so and without being limited to investments prescribed or required by statute, custom, practice, or otherwise for the investment of trust funds. Without in any manner limiting the generality of the foregoing, Trustee is hereby expressly authorized to retain as an investment of any trust estate the property and assets granted, devised, or bequeathed to it by anyone who is a settlor or testator of any trust hereunder, without regard to the proportion such property (or property of a similar character similarly held) may bear to the entire amount held and whether the same is of the class in which trustees are authorized by law or any rule of court, custom, practice, or otherwise to invest trust funds, and whether the same is speculative or productive of income.

B. Except as otherwise herein provided, the trusts herein created shall be governed and controlled by the laws of the State of Texas, and the rights, powers, duties, and liabilities of Trustee shall be in accordance with and governed by the terms and provisions of the Texas Trust Act and other applicable laws of the State of Texas in effect at any applicable time, except that (i) the rights and powers of Trustee as to investments shall not be more restricted than they would be under the provisions of the next preceding paragraph, (ii) no bond shall ever be required of Trustee, and (iii) the rights and powers of Trustee shall not be more restricted than under the terms of such Texas Trust Act in effect on the date of the execution of this instrument.

C. In administering the trusts, Trustee is authorized in its discretion to hold the same in kind or partly in kind and partly in money, including undivided interests in property. Trustee may mingle the properties of the separate trusts hereunder, allotting to each separate trust an undivided interest in the mingled funds that shall always be equal to that trusts proportionate contribution (as adjusted from time to time because of receipts and disbursements of income and principal) to the mingled funds. Whenever it is necessary for Trustee to divide any of the trust estates or any part thereof, or to make a transfer from one trust estate or part thereof to another trust estate or part thereof, or to distribute any trust property, it is authorized in its discretion to make such division, transfer, or distribution in kind or in money or partly in kind or partly in money. For the purposes of such division, the judgment of Trustee concerning the propriety thereof and the value of the property divided shall be binding and conclusive on all persons interested in the trusts.

D. Any payment to be made to any beneficiary may be made by any method appropriate under law or by any of the following methods, any of which shall be sufficient without the intervention of a legal guardian or conservator, to discharge Trustee's obligation to make such payment regardless of whether the beneficiary is a minor or under other legal disability: by check of Trustee drawn to the order of the beneficiary; or by Trustee depositing the same to the credit of said beneficiary in any bank serving hereunder as a fiduciary or in a bank designated by Trustee with notice of each deposit sent to the beneficiary; or by Trustee making payment to the natural guardian of such beneficiary or to the person with whom the beneficiary resides, to be expended by such guardian or person for the purposes herein designated with respect to such beneficiary; or by Trustee expending the same, in the manner it deems best, for the purposes herein designated with respect to such beneficiary.

E. Trustee is authorized and empowered before making any payment provided for under this instrument to deduct all necessary and reasonable expenses incident to the administration of the trust estates, including any court costs and fees of attorneys and other professional persons.

F. Trustee in carrying out the powers and performing its duties under this instrument may act in its discretion and shall be liable only for actual fraud or bad faith.

G. Trustee shall not be prohibited in any way in exercising the powers herein granted to it from making contracts or having dealings with itself in any other fiduciary capacity as executor or trustee with respect to any estate or trust or created by either of Grantors, the intent being to allow to management of said properties to be carried on for the best interests of each trust or estate without there being applied common law or statutory rules prohibiting a fiduciary from contracting or dealing with itself as fiduciary of certain other properties. If at any time either of Grantors is serving hereunder as a fiduciary, neither shall be prohibited from dealing or contracting with himself or herself individually; provided that in doing so, he or she shall always act in a fiduciary capacity and use utmost good faith.

H. Neither Trustee nor any agent or employee of Trustee shall be entitled to reimbursement or indemnification from any beneficiary hereunder for any liability or loss incurred and sustained by it or them, but their right of reimbursement and indemnification shall be limited to satisfaction out of the trust estate or estates involved.

I. Trustee may purchase insurance in such amounts as Trustee may determine, and may pay the premiums thereon, upon the life of any person in whom any beneficiary of any trust involved may have an insurable interest. If at any time any trust hereunder includes any interest in, or incidents of ownership with respect to, any insurance on the life of any person when serving as a Co-Trustee hereunder, the other Co-Trustee alone, anything herein to the contrary notwithstanding, shall have and exercise any and

[redacted] Exhibit [redacted] Page [redacted]

[redacted] [redacted] [redacted]

all rights, powers, duties, discretions, and incidents of ownership with respect thereto, including the power to decide whether to purchase such insurance if such is acquired by purchase.

J. After the death of either of Grantors, Trustee may purchase and retain as investments of each trust estate any property belonging to the estate of such deceased Grantor and may make loans out of the trust estates to the legal representatives of such estates on such terms as Trustee deems advisable.

ARTICLE VIII

So long as both of Grantors live, this Indenture of Trust and each and every trust held hereunder is and shall be revocable by a written instrument signed by both of Grantors and delivered to Trustee, and shall be amendable by a written instrument signed by both of Grantors and Trustee. After the death of the first of Grantors to die, or after other properties are added to this trust by any person, , this Indenture of Trust shall not be altered or amended in any manner, nor shall any trust held hereunder be revoked or terminated except as expressly provided in this instrument.

ARTICLE IX

This instrument need not be placed on record in any county where property belonging to any trust estate is situated or in any other county, and all persons dealing with Trustee shall be entitled to rely on the authority of Trustee to do and perform any and all acts or things and to execute any and all instruments necessary or proper to carry out and consummate any and all transactions entered into between such persons and Trustee. In no case shall any party dealing with Trustee with respect to any of the properties of any trust estate or to whom any of said properties or any part thereof shall be conveyed, contracted to be sold, leased, mortgaged, pledged, or otherwise delivered by Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced

on said properties or be obliged to see that the terms of this trust have been complied with or be obliged to inquire into the necessity or expediency of any act of Trustee or be obliged or privileged to inquire into any of the terms of the Indenture; and every deed, mortgage, deed of trust, assignment, lease, or other instrument executed by Trustee transferring, conveying, mortgaging, leasing, pledging, or otherwise dealing with any part of any trust estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease, or other instrument, that (a) at the time of delivery thereof each and every trust under this instrument which Trustee represented was then in full force and effect was in fact in full force and effect (b) such conveyance or other above-described instrument was executed in accordance with the terms, conditions, and limitations contained in this instrument and is binding upon all beneficiaries hereunder (c) Trustee was duly authorized and empowered to execute and deliver every such deed or other above-described instrument, and (d) if the conveyance or other transfer is made to or by a successor or successors in trust that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties, and obligations of the predecessor in trust.

ARTICLE X

Pronouns, nouns, and terms as used in this instrument shall include the masculine, feminine, neuter, singular, and plural forms thereof wherever appropriate to the context. Unless otherwise required by the context, the references in this instrument to "child" or "children" mean

[redacted] [redacted] [redacted]

lawful blood issue in the [redacted] degree of the parent designated, and reference to "issue" mean lawful blood descendants (including ones in gestation at the applicable time and born alive thereafter) in the first, second, or subsequent degree of the ancestor designated; provided that an adopted child and such adopted child's lawful blood descendants and adopted children shall be considered in this instrument as lawful blood descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parents or of either of the adopting parents and shall not be considered descendants of the adopted child's natural parents, except that where a child is adopted by a spouse of one of his or her natural parents, such child shall be considered a descendant of such natural parent as well as a descendant of the adopting parent. Reference to the children or issue of Grantors shall be only to those who are children or issue of both of Grantors.

Wherever provision is made in this instrument for property to pass to, or be set apart in shares or portions for, the issue of a designated person, per stirpes, the same shall mean, unless the context otherwise requires, that the property shall pass to or be set apart in equal shares for such person's children who are surviving at the applicable time; provided that if such person had one or more children who are not surviving at the applicable time, then a share equal in the aggregate to that which would have passed to or been set apart for such deceased child if he or she had survived shall pass to and be set apart for any issue of such deceased child, per stirpes; provided further that in determining the class comprised of such issue, no issue of a living person included in such class shall be included therein.

IN WITNESS WHEREOF, William M. Edwards and wife, Pauline M. Edwards, as Grantors, and William M. Edwards and wife, Pauline M. Edwards, as Trustees, have hereunto set their hands in duplicate originals, on this the day and year first above written.

WILLIAM M. EDWARDS

PAULINE M. EDWARDS

GRANTORS

WILLIAM M. EDWARDS

PAULINE M. EDWARDS

TRUSTEES

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM M. EDWARDS known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of April, 1975.

Shirley G. Lord
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared PAULINE M. EDWARDS known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of April, 1975.

Shirley G. Lord
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM M. EDWARDS known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of April, 1975.

Shirley G. Lord
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared PAULINE M. EDWARDS known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of April, 1975.

Shirley G. Ford
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §

FIRST AMENDMENT
TO
INDENTURE OF TRUST

This First Amendment to Indenture of Trust dated September 19, 1967 by and between William M. Edwards and wife, Pauline M. Edwards, as Grantors and William M. Edwards and Pauline M. Edwards as Trustee,

W I T N E S S E T H:

WHEREAS, William M. Edwards and Pauline M. Edwards as Grantors and William M. Edwards and Pauline M. Edwards as Trustees made and executed that certain Indenture of Trust dated September 19, 1967 ("the Trust Indenture"); and

WHEREAS, Article VIII of the Trust Indenture provides a method by which the Trust Indenture may be amended; and

WHEREAS, William M. Edwards and Pauline M. Edwards as Grantors and William M. Edwards and Pauline M. Edwards as Trustee desire to amend the Trust Indenture,

NOW, THEREFORE, the undersigned do hereby amend the Trust Indenture as follows:

I.

The following sentence is hereby added to paragraph C of Article V appearing on page 6 of the Trust Indenture:

> "Each decision under this paragraph C shall be made by Independent Trustee acting alone and no payment under this paragraph C shall be made at any time that an individual trustee is serving alone."

IN WITNESS WHEREOF, William M. Edwards and Pauline M. Edwards as Grantors and William M. Edwards and Pauline M. Edwards as Trustees have hereunto set their hands in duplicate originals this 2nd day of April, 1975.

WILLIAM M. EDWARDS

PAULINE M. EDWARDS

Grantors

WILLIAM M. EDWARDS

PAULINE M. EDWARDS

Trustees

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM M. EDWARDS known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of April, 1975.

Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared PAULINE M. EDWARDS known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of April, 1975.

Shirley G. Lord
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM M. EDWARDS known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of April, 1975.

Shirley G. Lord
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared PAULINE M. EDWARDS known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of April, 1975.

Shirley G. Lord
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §

SECOND AMENDMENT
TO
INDENTURE OF TRUST

This Second Amendment to Indenture of Trust dated September 19, 1967 by and between William M. Edwards and wife, Pauline M. Edwards, as Grantors and William M. Edwards and Pauline M. Edwards as Trustee,

W I T N E S S E T H:

WHEREAS, William M. Edwards and Pauline M. Edwards as Grantors and William M. Edwards and Pauline M. Edwards as Trustees made and executed that certain Indenture of Trust dated September 19, 1967 ("the Trust Indenture"); and

WHEREAS, Article VIII of the Trust Indenture provides a method by which the Trust Indenture may be amended; and

WHEREAS, William M. Edwards and Pauline M. Edwards as Grantors and William M. Edwards and Pauline M. Edwards as Trustees desire to amend the Trust Indenture,

NOW THEREFORE, the undersigned do hereby amend the Trust Indenture as follows:

I.

Paragraph B of Article V appearing on page 6 of the Trust Indenture is hereby deleted and the following substituted therefor:

> "After the trust has acquired assets in excess of $100.00, Trustee shall continue to hold the trust and shall pay to Grantors, and the survivor of them, all of the net income of the trust in quarter-annual or more frequent installments. Also, Trustee may, after the death of a Grantor, pay to the surviving Grantor such amounts of principal of the trust as Trustee in its sole judgment may determine to

be necessary for his or her support or maintenance in his or her accustomed standard of living, as of the time of death of the deceased Grantor. In determining whether principal is necessary for such purpose, Trustee shall consider resources reasonably available to the surviving Grantor for such purpose."

II.

Paragraph C of Article V, appearing on page 6 of the Trust Indenture is hereby deleted in its entirety, including the sentence added to Paragraph C by the First Amendment to the Trust Indenture, said First Amendment dated April 2, 1975.

IN WITNESS WHEREOF, William M. Edwards and Pauline M. Edwards as Grantors and William M. Edwards and Pauline M. Edwards as Trustees have hereunto set their hands in duplicate originals this 5 day of April, 1975.

William M. Edwards
WILLIAM M. EDWARDS

Pauline M. Edwards
PAULINE M. EDWARDS

Grantors

William M. Edwards
WILLIAM M. EDWARDS

Pauline M. Edwards
PAULINE M. EDWARDS

Trustees

THE STATE OF TEXAS §

COUNTY OF ~~HARRIS~~ Burnet §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM M. EDWARDS known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of April, 1975.

Notary Public in and for
~~Harris~~ County, Texas
Burnet

THE STATE OF TEXAS §

COUNTY OF ~~HARRIS~~ BURNET §

BEFORE ME, the undersigned authority, on this day personally appeared PAULINE M. EDWARDS known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of April, 1975.

Notary Public in and for
~~Harris~~ County, Texas
Burnet

THE STATE OF TEXAS §

COUNTY OF ~~HARRIS~~ BURNET §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM M. EDWARDS known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of April, 1975.

Notary Public in and for
~~Harris~~ County, Texas
Burnet

THE STATE OF TEXAS §

COUNTY OF ~~HARRIS~~ Burnet §

BEFORE ME, the undersigned authority, on this day personally appeared PAULINE M. EDWARDS known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of April, 1975.

Dewey Hollingsworth
Notary Public in and for
~~Harris~~ County, Texas
Burnet

4381A

I, the undersigned authority, do hereby certify that the attached and foregoing instrument to be a xerox copy of the original, identical to the original in all respects.

Shirley A. Cantrell
Notary Public in and for
Harris County, Texas

SHIRLEY A. CANTRELL
Notary Public in and for Harris County, Texas
My Commission Expires October 13, 1973

Agreement f[illegible]arranty Deed

[redacted] [redacted] [redacted]

THIS AGREEMENT, Made and entered into this ..... day of October 19 81., by and between Marincic Subdivision (Mike and Dorothy Marincic) owners of record

of Big Piney, Sublette County, State of Wyoming, of the first part, and William R. Brown and Vickie A. Brown

of Big Piney, Sublette County, State of Wyoming, of the second part,

WITNESSETH, That the part .y. .of the first part, for and in consideration of the sum of ($ 2500.00 Twenty-five hundred and no/100---------- DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said part ies of the second part, their heirs, executors, administrators or assigns, shall, and do well faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do es hereby for itself and its heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said part ies of the second part by a good and sufficient Warranty Deed, subject, however, to the total of the taxes of A.D. 1982 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lot #3 Marincic Subdivision, situated in Sect. 10, T. 30 N., R. 110 W.

Subject however, to the provisions of Marincic Subdivision Covenants, and

Further subject to the provisions of United States patents, andffurther subject to exemption of all mineral interests and interest in the mineral estate, and further to all easements and rights of way or record or in use.

SOLD FOR Ten Thousand and no/100---------- DOLLARS ($ 10,000.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the part iesof the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said part .y. of the first part, its heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$1500 (Fifteen hundred and no/100 dollars) plus interest, Dec. 31, 1982 and then following equal amounts of principal payment plus interest due annually, Dec. 31. Payment to be applied first to interest then to principal. Final payment to be made on or before Dec. 31, 1986.

There being no penalty for early payment.

Payable at the office of Marincic Subdivision with interest at the rate of 15. per cent per annum from date. Interest payable Dec. 31 If principal or interest is not paid when due, the same to draw 18 per cent interest per annum from maturity until paid.

187839

RECORDED Dec 8 1981 10:30 AM
IN BOOK 39 Misc PAGE 439
FEES 4.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK by Dorothy McClure

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said part ies of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, than said part .y. of the first part, its heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said part ies of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The part .ies. of the second part agrees to keep the buildings on said premises insured in a sum not less than $8000. (Eight thousand) Dollars, in favor of and payable to part .y. of the first part, as its interest may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of

Marincic Subdivision
Dorothy Marincic
Michael Marincic
William R Brown
Vickie A Brown

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING,)
) §
County of Sublette)

On this 8th day of October 19 81 before me personally appeared Dorothy Marincic, Michael Marincic, William R. Brown and Vickie A. Brown----------

to me personally known to be the person . sdescribed in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and my seal, this 8th day of October, A.D. 19 81

Notary Public.

My commission expired on the 16th day of March, A.D. 19 82

439

AGREEMENT [redacted] WARRANTY DEED—FORM NO. 14 [redacted] THE MILLS COMPANY, SHERIDAN [redacted]

THIS AGREEMENT, Made and entered into this 12th day of November 1981, by and between GERALD FLUGEL and BONNIE FLUGEL, husband and wife,

of Pinedale, Sublette County, State of Wyoming, of the first part, and HAMPTON ENTERPRISES, INC., a Montana Corporation, P.O. Box 389

of Sidney, County, State of Montana, of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of ($10,000.00) Ten Thousand and No/100---------- DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said party of the second part, its heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on its part to be kept and performed; do hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said party of the second part by a good and sufficient Warranty Deed, subject, however, to 1982 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lot Eighteen (18) of the Industrial Site, Sublette County, Wyoming, as the same appears on the official plat thereof as filed in the Office of the County Clerk, Sublette County, Wyoming; TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and of record and to easements and rights of way of record or in use.

SOLD FOR Forty Thousand and No/100---------- DOLLARS ($40,000.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the party of the second part does hereby, for itself and its heirs, executors, administrators and assigns, covenant, promise and agree to and with the said parties of the first part, their heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$10,000.00 down upon closing, balance of $30,000.00 payable in 120 equal monthly payments of $396.47; said payments including interest at the rate of 10% per annum, first payment due 1/1/82, and monthly thereafter until paid in full.

187864

RECORDED December 10th 1981 1:35 P M
IN BOOK 32 Misc. PAGE 440
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by O. McClure

Payable at the office of First National Bank of Pinedale with interest at the rate of 10 per cent per annum from date. Interest payable XXXXX included. If principal or interest is not paid when due, the same to draw 10 per cent interest per annum from maturity until paid.

Prepayment is allowed in full or in multiples of $1,000.00 but not otherwise.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, its heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on its part to be performed, then said parties of the first part, their heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The party of the second part agrees to keep the buildings on said premises insured in a sum not less than market value in Dollars, in favor of and payable to parties of the first part, as their interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

ATTEST: XXXXXXXXXX
Secretary Judith Knight

HAMPTON ENTERPRISES, INC., a Mont. corp.
By: [signature] Vice President
Gerald Flugel [signature]
Bonnie Flugel [signature]

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by GERALD FLUGEL and BONNIE FLUGEL,

this 10th day of December, 1981.

Witness my hand and official seal.

[signature]
Signature
Notary Public
Title of Officer

My Commission Expires: 11/2/82

STATE OF Montana)
) ss.
COUNTY OF Richland)

The foregoing instrument was acknowledged before me by STEPHEN L. HAMPTON Vice President and KARREN F. KNIGHT as Secretary of HAMPTON ENTERPRISES, INC., a Montana Corporation this 4th day of December, 1981.

Witness my hand and official seal.

Notary Public

My commission expires: May 28, 1984

Karren F. Knight is misspelled. It should be Karen F. Knight.

ASSIGNMENT

_____ 19____

For VALUE RECEIVED, _____ hereby assign unto _____ all_____ right, title and interest in and to the within contract, and I authorize the part_____ of the first part therein to execute a deed to said_____ or to_____ heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS_____

_____
Part of the Second Part.

Consent is hereby given for the above assignment.

_____
Party of the First Part.

DATE		TOTAL PAYMENT		INTEREST		PRINCIPAL		BALANCE		BY

Right-of-Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged, WILLIAM J. HITTLE and VERA HITTLE, husband and wife

of the County of Sublette and State of Wyoming

hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

That part of the NE¼SW¼, NW¼SE¼, SW¼NE¼, N½NE¼ of Section 10 and the NW¼NW¼ of Section 11, T32N, R107W, Sublette County, Wyoming, being part of that tract of record in the Office of the Clerk of Sublette County in Book 11 of Deeds on page 31 lying and being situate within the bounds of Scab Creek County Road No. 23-122 described as follows:

187878

RECORDED December 14 1981 8:00A M
IN BOOK 39 Misc PAGE 442
FEES $ No Fee Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by Dorothy McKenzie

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches annd laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 14th day of Dec, 1981.

William J. Hittle

William J. Hittle

Vera Hittle

Vera Hittle

STATE OF WYOMING)
)§
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by William J. and Vera Hittle this 14th day of December, 1981.

Witness my hand and official seal.

Laura J. Yake

Sublette County Clerk

My term expires January 3, 1983

442

Description for

COUNTY OF SUBLETTE

for

SCAB CREEK COUNTY ROAD NO. 23-122

from

WILLIAM J. HITTLE and VERA HITTLE

To-wit:--

A strip of land eighty feet in width being part of the NE¼SW¼, NW¼SE¼, SW¼NE¼, NW¼NE¼, and NE¼NE¼ of Section 10, T32N, R107W, Sublette County, Wyoming lying and being situate within the bounds of the SCAB CREEK COUNTY ROAD NO. 23-122 with the center-line described as follows:

Beginning at Station 11+86.54 on the west line of the NW¼SW¼ of said Section 10, S01°-12.2'E, 1251.11 feet, more or less, from the west one-quarter corner of said Section 10 where found a granite stone 7"x7"x9" above ground;

thence N63°-05.0'E, 1126.81 feet to Station P.C. 23+13.35;

thence Northeasterly, 191.85 feet along a circular curve to the right, through a central angle of 34°-32' to Station P.T. 25+05.20;

thence S82°-23.0'E, 11.23 feet to Station P.C. 25+16.43;

thence Easterly, 259.86 feet along a circular curve to the left, through a central angle of 15°-35.5' to Station P.T. 27+76.29, entering land of grantor at Station 26+00, more or less;

thence N82°-01.5'E, 300.15 feet to Station P.C. 30+76.44;

thence Easterly, 911.67 feet along a circular curve to the right, through a central angle of 18°-14' to Station P.T. 39+88.11;

thence S79°-44.5'E, 212.89 feet to Station P.C. 42+01.00;

thence Northeasterly, 240.70 feet along a circular curve to the left, through a central angle of 60°-10.5' to Station P.T. 44+41.70;

thence N40°-05.0'E, 323.92 feet to Station P.C. 47+65.62;

thence Northeasterly, 599.38 feet along a circular curve to the left, through a central angle of 23°-58.5' to Station P.T. 53+65.00;

thence N16°-06.5'E, 267.14 feet to Station P.C. 56+32.14;

thence Northerly, 50.94 feet along a circular curve to the left, through a central angle of 28°-04.5' to Station P.T. 59+83.08;

thence N11°-58.0'W, 301.42 feet to Station P.C. 62+84.50;

[redacted] [redacted] [redacted]

County of Sublette
for
Scab Creek County Road No. 23-122
from
William J. and Vera Hittle

thence Northerly, 1032.08 feet along a circular curve to the right, through a central angle of 20°-38.5' to Station P.T. 73+16.58; thence N08°-40.5'E, 355.81 feet to Station P.C. 76+72.39; thence Northeasterly, 410.63 feet along a circular curve to the right, through central angle of 82°-07.5' to Station P.T. 80+83.02; and the north eighty feet of the NE¼NE¼ of said Section 10 and the north eighty feet of the NW¼NW¼ of Section 11, T32N, R107W lying and being situate between Stations P.T. 80+83.02 to Station P.C. 103+76.91; and that part of said NW¼NW¼ of Section 11 lying and being situate within the bounds of said center-line described as follows:

Beginning at Station P.C. 101+71.78, S86°-45'-37"E, 879.60 feet, from the northwest corner of said Section 11;
thence Northeasterly, 177.16 feet along a circular curve to the left, through a central angle of 38°-58.5' to Station P.T. 103+48.94;
thence N51°-49.5'E, 27.97 feet to Station P.C. 103+76.91;
thence Easterly, 167.93 feet along a circular curve to the right, through a central angle of 50°-21' to Station P.T. 105+44.84;
thence S77°-49.5'E, 260.23 feet to Station 108+05.07, N89°-44.3'E, 1385.41 feet from the northwest corner of said Section 11;
all in accordance with the map prepared and filed in the Office of the Clerk of Sublette County for the SCAB CREEK COUNTY ROAD NO. 23-122.

NOTICE OF EXECUTION OF CONTRACT FOR DEED

NOTICE is hereby given that on November 10, 1981, GERALD L. ABERCROMBIE and CAROLYN L. ABERCROMBIE, husband and wife, as Sellers, and LAWRENCE J. VENTURA and CHARLOTTE Q. VENTURA, husband and wife, as Buyers, entered into and executed a Contract for Deed relating to the following described real property:

> Lot Eleven (11) New Fork Social Club Subdivision as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; together with all water and water rights, ditch and ditch rights, reservoir and reservoir rights, thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of record or in use; RESERVING HOWEVER, to grantors, all oil, gas and all other minerals together with the right of ingress and egress to prospect for mining and remove the same; SUBJECT TO Restrictions Governing the New Fork Social Club recorded 6/4/79, Book 35 of Miscellaneous, page 363, office of the County Clerk. NO PROPOSED DOMESTIC WATER SOURCE. NO PROPOSED MAINTENANCE OF ROADS. NO PROPOSED SEWAGE SYSTEM.

Contract provides the Buyer is to pay all property taxes for the year of 1982 and subsequent years.

Said Contract for Deed, together with a Deed to be delivered to Buyers upon full performance thereof and held in Gerald Abercrombie and Carolyn L. Abercrombie's possession of Pinedale, Wyoming.

Dated November 10, 1981.

Buyers:

Lawrence J. Ventura

Charlotte Q. Ventura

Sellers:

Gerald L. Abercrombie

Carolyn L. Abercrombie

STATE OF WYOMING)
) ss.
County of Sublette)

The foregoing instrucment was acknowledged before me by GERALD L. ABERCROMBIE and CAROLYN L. ABERCROMBIE, as Sellers and LAWRENCE J. VENTURA and CHAROLETTE Q. VENTURA, as Buyers, this 15th day of December, 1981.

Witness my hand and official seal.

Jo Ann Doughty
County of
Sublette
My Commission Expires Oct 30, 1985
Notary Public
State of
Wyoming

Jo Ann Doughty
Notary Public

My Commission Expires: October 30, 1985.

Buyers Address: 1144 Houston Street
Grand Junction, Colorado 81501

187914

RECORDED December 15 1981 1:45 P M
IN BOOK 39 Misc PAGE 445
FEES $ 4.00 Lou Ann Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

AFFIDAVIT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

RUTH E. WILSON, of said County and State, being first duly sworn on her oath, deposes and says:

That she is the surviving widow of ROBERT W. WILSON, deceased, who died August 26, 1981, in Sublette County, Wyoming.

That at the time of the death of Robert W. Wilson, Robert W. Wilson and Ruth E. Wilson, husband and wife, owned certain real property by virtue of two warranty deeds and an assignment, said lands being more particularly described as follows:

Parcel No. 1.
$SW\frac{1}{4}NE\frac{1}{4}$, Section 8, Township 34 North, Range 109 West of the 6th Principal Meridian, EXCEPTING THEREFROM and reserving unto the grantors all of the oil and gas and oil and gas minerals situate in or upon or underlying the aforesaid lands;

Parcel No. 2.
$S\frac{1}{2}$, Section 22; $W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, Section 27; $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $SE\frac{1}{4}$, Section 28; Township 34 North, Range 109 West of the 6th Principal Meridian; SUBJECT, however, to the ownership of an undivided one-half part and interest in and to the oil and gas minerals in, upon and underlying the aforesaid lands by William and Jennie L. Bayer, husband and wife, of Pinedale, Wyoming;

Parcel No. 3.
$S\frac{1}{2}NW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, Section 5; Lot 1, $SE\frac{1}{4}NE\frac{1}{4}$, Section 6; $NW\frac{1}{4}NE\frac{1}{4}$, Section 8; Township 34 North, Range 109 West of the 6th Principal Meridian, Wyoming; AND,

$E\frac{1}{2}SE\frac{1}{4}$, Section 31; $W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, Section 32; Township 35 North, Range 109 West of the 6th Principal Meridian, Wyoming; SUBJECT, however, to the ownership of all oil and gas minerals situate in, upon or underlying the aforesaid lands by Charles J. Bayer and Margaret C. Bayer, husband and wife, of Pinedale, Wyoming;

Parcel No. 4.
$SE\frac{1}{4}$, Section 8; $NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$, Section 17; $NW\frac{1}{4}$, Section 21; Township 34 North, Range 109 West, 6th Principal Meridian; and
a parcel of land comprising portions of Sections 9 and 16, Township 34 North, Range 109 West, 6th Principal Meridian, which said parcel of land is embraced within the following traverse, the initial point whereof is the west quarter corner of said Section 9, from whence proceed easterly 772 feet on the north line of the south one-half of said Section 9 to a point;
thence proceed S. 06°30'E., 3918 feet to a point;
thence proceed S. 19°00'E., 1484 feet to a point;
thence proceed S. 08°47'E., 2725 feet to a point on the south line of said Section 16;
thence proceed westerly 2095 feet on the south line of

187918

RECORDED December 15 1981 3:00 P M
IN BOOK 39 Misc PAGE 446
FEES $12.00 Lana J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Lana J Yake 446

said Section 16, to the southwest corner of said Section 16;
thence proceed northerly 7980 feet on the west line of said Sections 16 and 9 to the initial point of this traverse; and SUBJECT, however, to the ownership of an undivided one-half part and interest in and to the oil and gas minerals situate in and underlying the aforesaid lands by Charles J. Bayer and Margaret C. Bayer, husband and wife, of Pinedale, Wyoming;

All of the aforesaid lands are conveyed herein subject to the provisions of United States patents as the same may affect said lands, and subject further to all rights of way and easements either in actual use or which may appear as a matter of public record, for roads, irrigation ditches and power lines; and the aforesaid lands are conveyed with all water and water rights and ditch and ditch rights, and reservoir rights as the same may be situated upon said lands or appurtenant thereto, and said lands are to be taken with all of the buildings, fences and improvements situated thereon; and further said lands are to be taken together with all easements now in effect and appurtenant to the enjoyment and beneficial use of said lands on date of deed;

That the above mentioned warranty deed was filed in the office of the County Clerk and Ex-Officio Register of Deeds for record on the 31st day of May, 1961, in Book 11 of Deeds, at page 26.

That the above is SUBJECT TO and EXCEPTING THEREFROM lands described in that certain Warranty Deed from Robert W. Wilson and Ruth E. Wilson, husband and wife, to Richard A. Forsgren and Clayta Forsgren, husband and wife covering part of the $SE\frac{1}{4}SE\frac{1}{4}SE$ Section 22, Township 34 North, Range 109 West of the 6th P. M., recorded December 31, 1974, in Book 17 of Deeds, at page 362, office of the County Clerk, Sublette County.
AND

A portion of the $NE\frac{1}{4}SW\frac{1}{4}$ Section 5 Township 34 North, Range 109 West; in the extreme NE corner of the $NE\frac{1}{4}SW\frac{1}{4}$ Section 5, Township 34 North, Range 109 West in a isosceles triangle shape, the base of said triangle being one hundred feet (100') in length and the sides being seventy point seven feet (70.7') in length, more or less. The apex of said isosceles triangle is the Northeast corner of the $NE\frac{1}{4}SW\frac{1}{4}$, Section 5, Township 34 North, Range 109 West, 6th Principal Meridian, Wyoming;

That the Assignment of the above mentioned lands was filed in the office of the County Clerk and Ex-Officio Register of Deeds for record on the 19th day of August, 1961, in Book 20 of Miscellaneous, page 105.

AND

Tracts 1, 2, 3 and 4 of the Bayer Westside Subdivision and all of that portion of the $NE\frac{1}{4}NE\frac{1}{4}$ Section 27 Township 34 North, Range 109 West of the 6th P. M., Sublette County, Wyoming, lying north and west of the Bayer Westside Subdivision,

all as the same appears on the official map of the Bayer Westside Subdivision filed for record in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights and reservoir and reservoir rights situate thereon or appurtenant thereto, BUT SUBJECT HOWEVER TO the provisions of United States patents, AND SUBJECT FURTHER TO easements and rights of way of record or in actual use.

That the above mentioned warranty deed was filed in the office of the County Clerk and Ex-Officio Register of Deeds for record on the 20th day of October, 1970, in Book 15 of Deeds, at page 43.

That the deceased, Robert W. Wilson, is one and the same person as the said Robert W. Wilson, one of the grantees in the before mentioned Warranty Deeds and one of the Assignees in the before mentioned Assignment; that the affiant, Ruth E. Wilson, is one and the same person as the said Ruth E. Wilson, the other grantee and Assignee in the before mentioned Warranty Deeds and Assignment.

That the above mentioned Warranty Deeds and Assignment created a tenancy by the entireties under the laws of the State of Wyoming and, at the death of Robert W. Wilson, deceased, all equity, right, title and interest in the before mentioned Warranty Deeds and Assignment passed to and was vested in Ruth E. Wilson.

That attached hereto and by this reference made a part hereof as though herein set out in full, is a copy of the Certificate of Death of the said Robert W. Wilson, deceased.

Further affiant saith naught.

DATED this 15 day of December A. D. 1981.

Ruth E. Wilson

Ruth E. Wilson

Subscribed and sworn to before me by Ruth E. Wilson this 15th day of December 1981.

Lois J. Yake by Dorothy M Davis, deputy

Notary Public

Sublette County Clerk

STATE OF WYOMING

Term

My Commission expires:

Jan. 3, 1983

SUBLETTE COUNTY

449

STATE OF WYOMING

DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

STATE FILE NUMBER

LOCAL FILE NUMBER

TYPE OR PRINT IN PERMANENT INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

IF DEATH OCCURRED IN INSTITUTION SEE HANDBOOK REGARDING COMPLETION OF RESIDENCE ITEMS

DECEDENT NAME — FIRST: 1 Robert — MIDDLE: Woodrow — LAST: Wilson

2 SEX: Male

3 DATE OF DEATH (Mo. Day, Yr.): August, 26, 1981

4a RACE (e.g. White, Black, American Indian, etc.) (Specify): White

4b ORIGIN OR DESCENT (e.g. Italian, Mexican, German, Puerto Rican, English, Cuban, etc.) (Specify): Irish

5a AGE (Last Birthday) (Years): 67

5b UNDER 1 YEAR — MOS. / DAYS:

5c UNDER 1 DAY — HOURS / MINS:

6 DATE OF BIRTH (Mo. Day, Yr.): January, 1, 1914

7a PLACE OF DEATH (Hospital or Other Institution Name (Do not use abbreviations) or if not in either give street and number): Home ranch

7b IF HOSP OR INST (Specify DOA or Later Rec. Inpatient) (Specify): ---------

7c CITY, TOWN OR LOCATION OF DEATH: Rural Pinedale

7d COUNTY OF DEATH: Sublette

8 STATE OF BIRTH (If not U.S.A. name country): Oklahoma

9 CITIZEN OF WHAT COUNTRY: U.S.A.

10 MARRIED (Never Married, Widowed, Divorced) (Specify): Married

11 SURVIVING SPOUSE (If wife, give maiden name): Ruth Jenkins

12 WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify Yes or No): yes

13 SOCIAL SECURITY NUMBER: 574-03-6084

14a USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Rancher

14b KIND OF BUSINESS OR INDUSTRY: Ranching

15a RESIDENCE STATE: Wyoming

15b COUNTY: Sublette

15c CITY, TOWN OR LOCATION: Pinedale

15d STREET AND NUMBER: Rural

15e INSIDE CITY LIMITS (Specify Yes or No): No

PARENTS

16 FATHER NAME — FIRST: Robert — MIDDLE: Walter — LAST: Wilson

17 MOTHER MAIDEN NAME — FIRST: Maudie — MIDDLE: Revina — LAST: Shannon

DISPOSITION

18a INFORMANT NAME (Type or Print): Ruth Jenkins Wilson

18b MAILING ADDRESS — STREET OR R.F.D. No.: Box 147. — CITY OR TOWN: Pinedale, — STATE: Wyoming — ZIP: 82941

19a BURIAL, CREMATION, REMOVAL, OTHER (Specify): Cremation

19b DATE (Mo. Day, Yr.): Aug, 31, 81

19c NAME OF CEMETERY OR CREMATORY: Aultorest

19d CITY OR TOWN, STATE: Ogden Utah

20a FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH (Signature): [signature] NUMBER: 407

20b NAME OF FACILITY: Valley Mortuary

20c ADDRESS OF FACILITY: Pinedale, Wyoming

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

21a To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature, Title): [signature]

21b DATE SIGNED (Mo. Day, Yr.): 8/31/81

21c HOUR OF DEATH: 4:33 M

21d NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print): [illegible]

NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): J. T. Johnston, M.D. P. O. Box 627, Pinedale, WY 82941

To be Completed by CORONER Only

22a On the basis of examination, and/or investigation of this case, death occurred at the time, date and place and due to the cause(s) stated. (Signature, Title):

22b DATE SIGNED (Mo. Day, Yr.):

22c HOUR OF DEATH:

22d PRONOUNCED DEAD ON: August, 26, 1981

22e PRONOUNCED DEAD AT: 4:33 A. M

23 REGISTRAR: [signature]

24a (Signature):

24b DATE RECEIVED BY REGISTRAR (Mo. Day, Yr.): August, 31, 1981

CAUSE OF DEATH

CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST

25 IMMEDIATE CAUSE (Enter only one cause per line for (a), (b), and (c).)

PART I

(a) [illegible] acute [illegible]

DUE TO, OR AS A CONSEQUENCE OF:

(b) [illegible] [illegible]

DUE TO, OR AS A CONSEQUENCE OF:

(c)

PART II OTHER SIGNIFICANT CONDITIONS (Conditions contributing to death but not related to cause given in PART I.)

Interval between onset and death: Seconds

Interval between onset and death: years

Interval between onset and death:

AUTOPSY (Specify Yes or No): No

26

WAS CASE REFERRED TO CORONER (Specify Yes or No): Yes

27

ACC., SUICIDE, HOMICIDE, OR PENDING INVEST. (Specify): Natural

28a

28b DATE OF INJURY (Mo. Day, Yr.): ---------

28c HOUR OF INJURY: --------- M

28d DESCRIBE HOW INJURY OCCURRED: ---------

INJURY AT WORK (Specify Yes or No):

28e

28f PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify): ---------

28g LOCATION — STREET OR R.F.D. No. — CITY OR TOWN — STATE: ---------

PHYSICIAN: The law requires that the death certificate be signed within 24 hours after death. W.S. 35-79.18(c) Penalty for failure to do so. W.S. 35-79.31(b)

-78

Date Issued September 1981

SEAL

THIS IS TO CERTIFY that this reproduction is a true copy of a record on file in Vital Records Services, Division of Health and Medical Services, Wyoming Department of Health and Social Services, Cheyenne, Wyoming.

If this copy does not bear a raised seal and the signature of the Deputy State Registrar is not in RED, this is not an official certified copy.

Lawrence J. Cohen, M. D.
State Registrar

Richard O. Hall
Deputy State Registrar

AFFIDAVIT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

RUTH E. WILSON, of said County and State, being first duly sworn upon her oath, deposes and says:

That she is the surviving widow of ROBERT W. WILSON, deceased, who died August 26, 1981, in Sublette County, Wyoming.

That at the time of the death of Robert W. Wilson, Robert W. Wilson and Ruth E. Wilson, husband and wife, owned certain real property by virtue of a warranty deed, said lands being more particularly described as follows:

Township 34 North, Range 109 West of the 6th P. M.
Section 32 - $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$
TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, reservoir and reservoir rights situate thereon or appurtenant thereto; BUT SUBJECT, HOWEVER, TO the provisions of United States patents and SUBJECT FURTHER TO all easements and rights of way of record or in actual use.

That the above mentioned warranty deed was filed in the office of the County Clerk and Ex-Officio Register of Deeds for record on August 29, 1977, in Book 19 of Deeds at page 418.

That the above is SUBJECT TO and EXCEPTING THEREFROM the following described property subsequently deeded to Ivan V. Walton in warranty deed dated January 28, 1980, filed for record February 4, 1980, in Book 21 of Deeds at page 467, office of the County Clerk, Sublette County, Wyoming, described as follows, to-wit:

A tract of land in the $S\frac{1}{2}SE\frac{1}{4}$ of Section 32, Township 34 North, Range 109 West of the 6th P. M., Sublette County, Wyoming, described as follows:
BEGINNING at the southwest corner of said $S\frac{1}{2}SE\frac{1}{4}$, thence northerly along the west line of the $S\frac{1}{2}SE\frac{1}{4}$ a distance of 558 feet;
Thence easterly and parallel to the south line of the $S\frac{1}{2}SE\frac{1}{4}$ a distance of 2,420 feet;
Thence southerly and parallel to the west line of the $S\frac{1}{2}SE\frac{1}{4}$ a distance of 558 feet to a point on the south line of the $S\frac{1}{2}SE\frac{1}{4}$;
Thence westerly along the south line of the $S\frac{1}{2}SE\frac{1}{4}$ a distance of 2,420 feet to the point of beginning.

Containing 31 acres;

TOGETHER WITH the buildings and improvements situate thereon or appurtenant thereto; AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;

187919

RECORDED December 15 1981 2:00 P M
IN BOOK 39 Misc PAGE 450
FEES $5.00 Lou J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

450

BUT SUBJECT, HOWEVER, TO the provisions of United States patents and SUBJECT FURTHER TO all easements and rights of way for roads, telephone lines, and electric transmission lines, whether of record or in actual use; AND SUBJECT FURTHER TO all irrigation and drainage ditches in and upon and over and across the above lands and all rights to use and enjoy and maintain the same, AND RESERVING UNTO SELLER the right and privilege to use and to maintain said ditches at all times hereafter; and SUBJECT FURTHER TO all outstanding mineral interests.

That Ivan V. Walton mortgaged the latter described property to Robert W. Wilson and Ruth E. Wilson, husband and wife, in mortgage dated January 28, 1980, filed for record February 5, 1980, in Book 32 of Mortgages at page 391, office of the County Clerk, Sublette County, Wyoming.

That the deceased, Robert W. Wilson, is one and the same person as the said Robert W. Wilson, one of the grantees in the first mentioned warranty deed, one of the grantors in the second mentioned warranty deed, and one of the mortgagees in the above mentioned mortgage; that the affiant, Ruth E. Wilson, is one and the same person as the said Ruth E. Wilson, the other grantee in the first mentioned warranty deed and the other grantor in the second mentioned warranty deed, and the other mortgagee in the above mentioned mortgage.

That the above first mentioned warranty deed created a tenancy by the entireties under the laws of the State of Wyoming and at the death of Robert W. Wilson, deceased, all equity, right, title and interest in the before mentioned warranty deed and mortgage passed to and was vested in Ruth E. Wilson.

That attached hereto and by this reference made a part hereof as though herein set out in full is a copy of the Certificate of Death of the said Robert W. Wilson, deceased.

Further affiant saith naught.

DATED this 15 day of December, A. D. 1981.

Ruth E Wilson
Ruth E. Wilson

Subscribed and sworn to before me by Ruth E. Wilson this 15th day of December, A. D. 1981.

Lois I Yake
Notary Public
Sublette County Clerk

My commission expires:
Jan. 3, 1983

[redacted] OF WYOMING [redacted]

DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

STATE FILE NUMBER

LOCAL FILE NUMBER

TYPE OR PRINT IN PERMANENT INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

IF DEATH OCCURRED IN INSTITUTION SEE HANDBOOK REGARDING COMPLETION OF RESIDENCE ITEMS

DECEDENT NAME FIRST	MIDDLE	LAST	SEX	DATE OF DEATH (Mo. Day. Yr.)
1 Robert	Woodrow	Wilson	2 Male	3 August, 26, 1981

RACE (e.g. White, Black, American Indian, etc.) (Specify)	ORIGIN OR DESCENT (e.g. Italian, Mexican, German, Puerto Rican, English, Cuban, etc.) (Specify)	AGE Last Birthday (Yrs.)	UNDER 1 YEAR: MOS. / DAYS	UNDER 1 DAY: HOURS / MINS.	DATE OF BIRTH (Mo. Day. Yr.)
4a White	4b Irish	5a 67	5b	5c	6 January, 1, 1914

PLACE OF DEATH (Hospital or other Institution Name (Do not use abbreviations) if not in either give street and number)	IF HOSP OR INST (Specify DOA or Emer. Rm., Inpatient, etc.)	CITY, TOWN OR LOCATION OF DEATH	COUNTY OF DEATH
7a Home ranch	7b ---------	7c Rural Pinedale	7d Sublette

STATE OF BIRTH (If not in U.S.A. name country)	CITIZEN OF WHAT COUNTRY	MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify)	SURVIVING SPOUSE (If wife, give maiden name)	WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify Yes or No)
8 Oklahoma	9 U.S.A.	10 Married	11 Ruth Jenkins	12 yes

SOCIAL SECURITY NUMBER	USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)	KIND OF BUSINESS OR INDUSTRY
13 574-03-6084	14a Rancher	14b Ranching

RESIDENCE STATE	COUNTY	CITY, TOWN OR LOCATION	STREET AND NUMBER	INSIDE CITY LIMITS (Specify Yes or No)
15a Wyoming	15b Sublette	15c Pinedale	15d Rural	15e No

PARENTS

FATHER-NAME FIRST	MIDDLE	LAST	MOTHER MAIDEN NAME FIRST	MIDDLE	LAST
16 Robert	Walter	Wilson	17 Maudie	Revina	Shannon

INFORMANT NAME (Type or Print)	MAILING ADDRESS (STREET OR R.F.D. NO.)	CITY OR TOWN	STATE	ZIP
18a Ruth Jenkins Wilson	18b Box 147,	Pinedale,	Wyoming	82941

DISPOSITION

BURIAL, CREMATION, REMOVAL, OTHER (Specify)	DATE (Mo. Day. Yr.)	CEMETERY OR CREMATORY NAME	LOCATION (CITY OR TOWN)	STATE
19a Cremation	19b Aug. 31, 81	19c Aultorest	19d Ogden	Utah

FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH (Signature)	NUMBER	NAME OF FACILITY	NUMBER	ADDRESS OF FACILITY
20e [signature]	407	20b Valley Mortuary		20c Pinedale, Wyoming

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

21a To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated

Signature and Title ▶ [signature]

DATE SIGNED (Mo. Day. Yr.)	HOUR OF DEATH
21b 8/31/81	21c 4:33 A M

NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)

21d [signature]

To be Completed by CORONER Only

22a On the basis of examination and/or investigation in my opinion death occurred at the time date and place and due to the cause(s) stated

(Signature and Title) ▶

DATE SIGNED (Mo. Day. Yr.)	HOUR OF DEATH
22b	22c M
PRONOUNCED DEAD (Mo. Day. Yr.)	PRONOUNCED DEAD (Hour)
22d ON August, 26, 1981	22e At 4:33 A. M

NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print)

23 J. T. Johnston, M.D. P. O. Box 627, Pinedale, WY 82941

REGISTRAR

24a (Signature) ▶ [signature]

DATE RECEIVED BY REGISTRAR (Mo. Day. Yr.)

24b August, 31, 1981

CAUSE OF DEATH

CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST

		Interval between onset and death
PART I (a)	25 IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).) Cardiac arrhythmia	Seconds
(b)	DUE TO, OR AS A CONSEQUENCE OF Coronary atherosclerosis	Years
(c)	DUE TO, OR AS A CONSEQUENCE OF	

PART II OTHER SIGNIFICANT CONDITIONS – Conditions contributing to death but not related to cause given in PART I (a)	AUTOPSY (Specify Yes or No)	WAS CASE REFERRED TO CORONER (Specify Yes or No)
	26 No	27 Yes

ACC., SUICIDE, HOM., UNDET., OR PENDING INVEST. (Specify)	DATE OF INJURY (Mo. Day. Yr.)	HOUR OF INJURY	DESCRIBE HOW INJURY OCCURRED
28a Natural	28b ---------	28c --------- M	28d ---------
INJURY AT WORK (Specify Yes or No)	PLACE OF INJURY – At home, farm, street, factory, office building, etc. (Specify)	LOCATION STREET OR R.F.D. No.	CITY OR TOWN STATE
28e	28f ---------	28g ---------	

PHYSICIAN: The law requires that the death certificate be signed within 24 hours after death. W.S. 35-79.31(b) Penalty for failure to do so, W.S. 35-79.36(c)

SEP 2 1981

LICENSED

Date Issued September 9, 1981

SEAL

THIS IS TO CERTIFY that this reproduction is a true copy of a record on file in Vital Records Services, Division of Health and Medical Services, Wyoming Department of Health and Social Services, Cheyenne, Wyoming.

WYOMING

If this copy does not bear a raised seal and the signature of the Deputy State Registrar is not in RED, this is not an official certified copy.

Lawrence J. Cohen, M. D.
State Registrar

Richard O. Hall
Deputy State Registrar

452

453

AFFIDAVIT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

Comes now RUTH E. WILSON aka RUTH E. JENKINS WILSON, of said County and State, and first being duly sworn upon her oath, deposes and says:

That she is the surviving widow of ROBERT W. WILSON, deceased, who died August 26, 1981, in Sublette County, Wyoming.

That prior to the death of Robert W. Wilson, Robert W. Wilson and Ruth E. Wilson aka Ruth E. Jenkins Wilson and Ruth Elizabeth Wilson reserved in a Warranty Deed to John B. Welborn and Mary Helen Welborn certain minerals, described in the following language, and pertaining to land described as follows, to-wit:

T. 35 N., R. 109 W., 6th P. M.

Section 1: Lots 1, 2, 3 and $N\frac{1}{4}$ of Lot 4, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{4}$ of $SE\frac{1}{4}SW\frac{1}{4}$

T. 35 N., R. 110 W., 6th P. M.

Section 1: All
Section 11: $E\frac{1}{2}SE\frac{1}{4}$
Section 12: $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $S\frac{1}{2}$
Section 13: $W\frac{1}{2}$
Section 14: $SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}S\frac{1}{2}$
Section 23: $N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$, $S\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}S$
Section 24: $W\frac{1}{2}$
Section 25: $NW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$
Section 26: $NE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
Section 35: $NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$

Subject, however, to all mineral and mining exceptions and reservations of record and to easements and rights of way of record, and subject further to all exceptions and reservations contained in patents from the United States of America covering said lands; and reserving unto the grantors and their heirs, devisees and assigns forever, an undivided one-half interest in and to all minerals and mining rights of every kind and character now owned by the grantors, whether known to exist now or hereafter discovered, in all the above described lands, including, but without hereby limiting the generality of the foregoing, oil, gas and other hydrocarbons, and rights thereto, but with the express understanding covenant and agreement that the grantees and their heirs, devisees, executors, administrators and assigns shall have the sole and exclusive right and authority to negotiate and execute, without the signature of the grantors, upon such terms and conditions, including rentals and royalties as grantees, in their sole discretion, shall deem best, all leases and agreements in connection with the exploration for, production, removal and disposition of said minerals. An undivided one-half of all net rents, bonuses and royalties shall be retained by the grantees herein and their heirs, devisees and assigns forever, and

RECORDED December 1, 1982 at 3:40 P M
IN BOOK 39 Misc
952 Pages
FILED
DEC 1 1982
COUNTY CLERK

187920

the remaining one-half shall be paid and delivered unto the grantors, their heirs, devisees and assignees forever. The grantors for themselves and their heirs, devisees and personal representatives, successors and assigns, covenant expressly that they will not undertake to explore for, mine, produce, remove or dispose of minerals from said lands without first having obtained the written consent thereto of the grantees, their heirs, devisees or assigns.

That the above mentioned warranty deed was filed in the office of the County Clerk and Ex-Officio Register of Deeds for record on the 22nd day of January 1962 in Book 11 of Deeds at page 235.

That the deceased, Robert W. Wilson, is one and the same person as the said Robert W. Wilson, one of the grantors in the before mentioned Warranty Deed; that the affiant, Ruth E. Wilson aka Ruth E. Jenkins Wilson aka Ruth Elizabeth Wilson, is one and the same person as the said Ruth E. Wilson, the other grantor in the before mentioned Warranty Deed.

That any interest in said minerals that could have been created by said reservation in Robert W. Wilson terminated at his death, and all equity, right, title and interest in the before mentioned reservation remains vested in Ruth E. Wilson aka Ruth E. Jenkins Wilson.

That attached hereto and by this reference made a part hereof as though herein set out in full, is a copy of the Certificate of Death of the said Robert W. Wilson, deceased.

Further affiant saith naught.

DATED this 15 day of December, A. D. 1981.

Ruth E Wilson
Ruth E. Wilson

Subscribed and sworn to before me by Ruth E. Wilson this 15th day of December, 1981.

Lois J. Yake by Dorothy M Shuie deputy
Notary Public
xxxxxxxx xxxxxx

Sublette County Clerk

My commission expires:
Term
xxxxxxxxxxx
Jan. 31, 1983

454

455

STATE OF WYOMING

DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

LOCAL FILE NUMBER

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

IF DEATH OCCURRED IN INSTITUTION SEE HANDBOOK REGARDING COMPLETION OF RESIDENCE ITEMS

DECEDENT NAME FIRST	MIDDLE	LAST	SEX	DATE OF DEATH (Mo. Day Yr.)
1 Robert	Woodrow	Wilson	2 Male	3 August, 26, 1981

RACE (e.g. White, Black, American Indian, etc.) (Specify)	ORIGIN OR DESCENT (e.g. Italian, Mexican, German, Puerto Rican, English, Cuban, etc.) (Specify)	AGE Last Birthday (Yrs.)	UNDER 1 YEAR: MOS. / DAYS	UNDER 1 DAY: HOURS / MINS.	DATE OF BIRTH (Mo. Day Yr.)
4a White	4b Irish	5a 67	5b	5c	6 January, 1, 1914

PLACE OF DEATH - Hospital or Other Institution Name (If not in either, give street and number)	IF HOSP. OR INST. - Was DOA or Emergency Room Inpatient? (Specify)	CITY, TOWN OR LOCATION OF DEATH	COUNTY OF DEATH
7a Home ranch	7b ----------	7c Rural Finedale	7d Sublette

STATE OF BIRTH (If not U.S.A. name country)	CITIZEN OF WHAT COUNTRY	MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify)	SURVIVING SPOUSE (If wife, give maiden name)	WAS DECEDENT EVER IN ARMED FORCES? (Specify Yes or No)
8 Oklahoma	9 U.S.A.	10 Married	11 Ruth Jenkins	12 yes

SOCIAL SECURITY NUMBER	USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)	KIND OF BUSINESS OR INDUSTRY
13 574-03-6084	14a Rancher	14b Ranching

RESIDENCE STATE	COUNTY	CITY, TOWN OR LOCATION	STREET AND NUMBER	INSIDE CITY LIMITS (Specify Yes or No)
15a Wyoming	15b Sublette	15c Finedale	15d Rural	15e No

PARENTS

FATHER - NAME FIRST	MIDDLE	LAST	MOTHER MAIDEN NAME FIRST	MIDDLE	LAST
16 Robert	Walter	Wilson	17 Maudie	Revina	Shannon

DISPOSITION

INFORMANT NAME (Type or Print)	MAILING ADDRESS STREET OR R.F.D.	CITY OR TOWN	STATE	ZIP
18a Ruth Jenkins Wilson	18b Box 147,	Finedale,	Wyoming	82941

BURIAL, CREMATION, REMOVAL, OTHER (Specify)	DATE (Mo. Day Yr.)	CEMETERY OR CREMATORY NAME	CITY OR TOWN	STATE
19a Cremation	19b Aug. 31, 81	19c Alltorest	Ogden	Utah

FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH (Signature)	NUMBER	NAME OF FACILITY	NUMBER	ADDRESS OF FACILITY
20a [signature]	407	20b Valley Mortuary	20c	Finedale, Wyoming

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

21a To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) ▶ [signature]

DATE SIGNED (Mo. Day Yr.) 21b 8/31/81

HOUR OF DEATH 21c 4:33 A M

NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print) 21d [illegible]

NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print) 23 J. [illegible] Johns[illegible] M.D. P. O. Box 627, Pineda WY 82

To be Completed by CORONER Only

22a On the basis of examination, and/or investigation, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) ▶

DATE SIGNED (Mo. Day Yr.) 22b

PRONOUNCED DEAD (Hour) 22c

PRONOUNCED DEAD (Mo. Day Yr.) 22d August, 26, 1981

HOUR OF DEATH 22e AT 4:33 A. M.

REGISTRAR 24a (Signature) ▶ [signature]

DATE ACCEPTED BY REGISTRAR (Mo. Day Yr.) 24b August, 31, 1981

CAUSE OF DEATH

CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST

	ENTER ONLY ONE CAUSE PER LINE FOR (a) (b) AND (c)	Interval between onset and death
25 IMMEDIATE CAUSE PART I (a)	Cardiac [illegible]	Seconds
DUE TO, OR AS A CONSEQUENCE (b)	Coronary [illegible]	Years
DUE TO, OR AS A CONSEQUENCE (c)		
PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I (a)		

AUTOPSY (Specify Yes or No)	WAS CASE REFERRED TO CORONER (Specify Yes or No)
26 No	27 Yes

ACCIDENT, SUICIDE, HOM., UNDET., OR PENDING INVEST. (Specify)	DATE OF INJURY (Mo. Day Yr.)	HOUR OF INJURY	DESCRIBE HOW INJURY OCCURRED
28a Natural	28b ----------	28c ---------- M	28d ----------
INJURY AT WORK (Specify Yes or No) 28e	PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify) 28f	LOCATION 28g	STREET OR R.F.D. No. / CITY OR TOWN / STATE

Penalty for failure to do so, W.S. 35-79.1(b)

Sep 2 1981

Date Issued September 9, 1981

SEAL

THIS IS TO CERTIFY that this reproduction is a true copy of a record on file in Vital Records Services, Division of Health and Medical Services, Wyoming Department of Health and Social Services, Cheyenne, Wyoming.

WYOMING

If this copy does not bear a raised seal and the signature of the Deputy State Registrar is not in RED, this is not an official certified copy.

Lawrence J. Cohen, M.D.
State Registrar

Richard O. Hall
Deputy State Registrar

[redacted] [redacted] [redacted]

Release

D-PASS-772
(7-69)

RELEASE OF LIEN

This is to certify that the lien from George Schmidt **and** x x x x x x x x x x x x **to the** Sublette **County Department of Public Welfare, filed the** 14th **day of** July, 19 70, **in the office of the** Sublette **County Clerk, in Book** 27 Misc ; , **on Page** 36 , **is hereby released, cancelled and fully discharged.**

Lot Ten (10), Block Four (4)
Triangle Addition, Town of Pinedale, Wyoming

Carl Ingersoll Jr
County Director

STATE OF WYOMING)
) **SS**
COUNTY OF SUBLETTE)

On this 8th **DAY OF** DECEMBER, 19 81, **before me personally appeared** OAKLEY C. INGERSOLL JR **who being duly sworn did say that he is the Director of the County Department of Public Welfare and is duly authorized to execute this document.**

JUDITH CORYELL NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Judith Coryell
Notary Public

My Commission Expires: [redacted]

Approved by the Division of Public Assistance and Social Services
December 11, 19 81.

Jerry Wright
Title:

187944

RECORDED December 17 1981 11:30 A M
IN BOOK 39 Misc PAGE 456
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy McInnis

1156

457

187945

RECORDED December 17 1981 1:30 P M
IN BOOK 39 Misc PAGE 457
FEES $ 6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING Dorothy McEwen

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

Probate No. 1020

IN THE MATTER OF THE ESTATE OF)
ALMIRA ANDERSON COOLEY,)
Deceased.)

NUNC PRO TUNC ORDER CORRECTING LAND DESCRIPTION IN DECREE OF SETTLEMENT OF FINAL ACCOUNT AND DISTRIBUTION

This matter having come on regularly before the Court on oral motion of Robert W. Sievers as attorney in the matter of the estate of Almira Anderson Cooley, deceased, and good cause therefore having been show the Court finds as follows:

1. That there is a typographical error in the description of Tract 9 in that part of the Decree distributing Tract 9 to Elton Cooley as his sole and separate property, in that Tract 9 was described as being located in the NW¼ Section 3 in one place and in the N½NW¼ Section 4 and in the S½NW¼ Section 4 in another place, this inconsistency being obviously an error which does not affect the probate of the estate as a whole but only the description of the property.

2. That this type of error can be corrected by a Nunc Pro Tunc Order without formally reopening the estate.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED: That that portion of the Decree of Settlement of Final Account and Distribution in this estate dated September 11, 1978, and filed September 11, 1978, in the office of the Clerk of the Court and recorded September 13, 1978, in Book 34 of Miscellaneous at page 474 in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, be corrected to read as follows:

TRACT 9

A tract of land located in the NW¼ of Section 3, T. 33 N., R. 109 W., of the 6th P. M., Sublette County, Wyoming, and more particularly described as follows:

All N½NW¼ of said Section 3, with the following exceptions:

Hennick First Addition Town Pinedale.
Cooley First Addition Town of Pinedale.
Cooley Seventh Addition Town Pinedale.
Triangle Addition to Town of Pinedale.
Cooley Fourth Addition Town Pinedale.
Hagenstein Addition to Town of Pinedale,

And a tract of land in the S½NW¼ said Section 3, said tract being bounded on the west by the Cooley Seventh Addition, on the north by the north line of the NW¼, on the east by U.S. Highway 189 and on the south by a line which begins at the southeast corner of said Cooley Seventh Addition and running in an easterly direction parallel to the north line

FILED
BY: Ellen L. Neely
DEC 10 1981
ELLEN L. [redacted]LY
CLERK OF D[redacted]URT
PINEDALE, WYO.

of the $S\frac{1}{2}NW\frac{1}{4}$ to a point on the west boundary of said U.S. Highway 187;
Said tract contains approximately 28.2 acres.

DATED this 9 day of December, 1981.

Robert B. Ranck

Judge Robert B. Ranck

The State of [redacted]

County of [redacted]

I, [redacted] Neely, Clerk of the Ninth Judicial District Court within and for said County in the State aforesaid Do Hereby Certify the Foregoing to be a Full, True and Complete Copy

SEAL

Signed: Evelyn L. Neely

1/5/82

RELEASE OF LIS PENDENS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS Paul Danzig and others commenced an action in the Superior Court of the State of California, in and for the County of Alameda, in which they sought monetary damages and other relief against Jack J. Grynberg and others, as defendants; and

WHEREAS by instrument dated March 20, 1975, entitled "Notice of Pendency of Action", recorded March 24, 1975, in Book 30 Misc., page 337, in the office of the county clerk of Sublette County, Wyoming, in which said plaintiffs claimed a lien during the pendency of said action upon certain lands therein described and in which the defendants had a real estate interest; and

WHEREAS said action has resulted in judgment in favor of said plaintiffs and against said defendants, which judgment has now been fully paid and satisfied.

NOW THEREFORE, for and in consideration of said payment and satisfaction, said plaintiffs do hereby fully release and discharge said defendants and the real estate interest, lands and premises in said Notice described, as well as all other lands, leases or other property, real or personal in said county and in which said defendants may have any right, title or interest.

187352 DATED this 14 day of December, 1981

RECORDED December 18 1981 8:00 A M
IN BOOK 39 Misc PAGE 459
FEES $ 9.50 Lois J. Jake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Brenda M Stone

By _____
Geo. Porter
WILLIAMS, PORTER, DAY & NEVILLE, P.C.
145 S. Durbin, Suite 300
Casper, WY 82601
Attorneys in the State of Wyoming for the Plaintiffs in said action described.

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing Release of Lis Pendens was acknowledged before me by GEO. M. PORTER, on this 14th day of December, 1981.

Witness my hand and official seal.

LONNIE J. BROWN - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 13, 1985

Lonnie J. Brown
Notary Public

My Commission Expires:

1-13-85

CORRECTI[redacted]
AGREEMEN[redacted] WARRANTY DEED NO. [redacted] COURTESY OF [redacted]

FORM M – 14A

THE TITLE GUARANTY COMPANY OF WYOMING, INC.

THIS AGREEMENT, Made and entered into this 14th day of September 19 81, by and between WILLIAM BEHRING AND MARIE BEHRING, husband and wife

of Pinedale, Sublette County, State of Wyoming, of the first part, and JOHN C. FANTIN AND JOSEPHINE FANTIN, husband and wife, as tenants of an estate by the entireties with full right of survivorship,

of 1700 Carson, Rock Springs, Sweetwater County, State of Wyoming, of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of ($ 1,000.00) one thousand and no/100---------- DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to the taxes of A. D. 3/12-1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

TRACT 44, COOLEY SIXTH SUBDIVISION, SUBLETTE COUNTY, WYOMING as the same appears on the Plat thereof filed in the Office of the County Clerk of Sublette County, Wyoming: TOGETHER WITH all improvements and appurtenances thereunto appertaining: SUBJECT TO reservations and restrictions contained in United States Patents and to easements and rights of way of record or in use.

THIS CORRECTIVE AGREEMENT FOR WARRANTY DEED IS BEING RECORDED SOLELY TO CORRECT THE LEGAL DESCRIPTION IN THAT CERTAIN AGREEMENT FOR WARRANTY DEED RECORDED OCTOBER 6, 1981 IN BOOK 39 OF MISC., PAGE 236, RECORDS OF SUBLETTE COUNTY, WYOMING.

SOLD FOR One Hundred Five Thousand and No/100---------- DOLLARS ($ 105,000.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said parties of the first part, their heirs, executors, administrators and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

A down payment at closing of $50,000.00, which includes the above mentioned $1,000.00. Balance of $55,000.00 shall be paid in 180 equal payments of $660.10, which payments include interest at the rate of 12% per annum, first payment due 11/1/81, and monthly thereafter until paid in full.

Parties of the second part shall allow no liens to mature against the subject property and shall promptly pay for all improvements.

Payable at the office of First National Bank of Pinedale, with interest at the rate of 12 percent per annum from date. Interest payable included. If principal or interest is not paid when due, the same to draw 12 per cent interest per annum from maturity until paid.

Parties of the second part shall provide proof of insurance to parties of the first part at closing. Parties of the second part shall provide yearly receipts to parties of the first part showing payment of taxes and insurance.

PROVIDED ALWAYS, and these present are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said parties of the first part, their heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such termination of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than $80,000.00 Dollars, in favor of and payable to parties of the first part, as their interest may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

John C. Fantin - John C. Fantin

Josephine Fantin - Josephine Fantin

William Behring - William Behring

Marie Behring - Marie Behring

460

STATE OF Kansas)
COUNTY OF Sedgwick) ss

The foregoing instrument was acknowledged before me by William Behring and Marie Behring,

this 1st day of December, 1981.

Witness my hand and official seal.

FAYE FLETCHER
Sedgwick County, Ks.
My Appt. Exp.

Faye Fletcher
Signature
Notary Public
Title of Officer

My Commission Expires: 2-26-83

STATE OF Wyoming)
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by John C. Fantin and Josephine Fantin

this 5th day December, 1981

Witness by hand and official seal.

JOAN M. YOUNG
NOTARY PUBLIC
SUBLETTE COUNTY, WYOMING

Notary Public
Signature
Title of Officer

My Commission Expires: My Commission expires February 22, 1983

187960

RECORDED December 21 1981 8:00 A M
IN BOOK 39 Misc PAGE 460
FEES $6.00 Paid Yeh COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClain

RIGHT [redacted]Y AND EASEMENT

STATE OF Wyoming

COUNTY OF Sublette

187362

[redacted] RECORDED Dec 31 1981 8:00 A.M. [redacted] 462
IN BOOK 39 Misc PAGE
FEES 6.00 Lou Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by NORTHWEST PIPELINE CORPORATION, a corporation, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right of way and easement to locate, survey a route, construct, entrench, maintain and operate a pipeline with appurtenances thereto including, but not limited to, valves, metering equipment, and cathodic equipment, ~~and in connection therewith, a road~~ (said pipeline, appurtenances, valves, metering equipment, cathodic equipment ~~and roads~~ being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made of hereafter to be made by Grantee, through and over the said land on a right of way ~~60~~ 30 feet in width. (50' DURING ORIGINAL CONSTRUCTION). ROAD PERMITTED DURING CONSTRUCTION

This right of way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right of way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right of way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title. THROUGHOUT SUCH PERIOD AS THE PIPELINE IS IN COMMERCIAL USE.

Grantee may at any time, and upon permanent abandonment of said right of way ~~and removal of all improvements constructed thereon~~, shall execute and record a reconveyance and release hereof, whereupon this right of way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not ~~hinder~~, conflict ~~or interfere~~ with Grantee's surface or subsurface rights hereunder or disturb its facilities and no ~~road~~, reservoir, ~~excavation, obstruction or structure~~ shall be constructed, created or maintained on, ~~over, along~~ or within said right of way without Grantee's prior written consent. Grantee shall, during initial construction, bury said pipeline below ordinary plow depth.

Grantee shall pay to Grantor all damages ~~to Grantor's growing crops and timber~~ caused by the construction, maintenance, repair, replacement or removal of the pipeline and appurtenances. It is mutually agreed that should any dispute arise as to such damages, the same, if not mutually agreed upon, shall at the written request of either party be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantor and one by Grantee within 30 days after such request, and if the two so chosen be unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantor or the Grantee, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantor or Grantee, by the senior Federal District Judge of the District wherein the land lies and the decision of any two of the arbitrators thus appointed shall be final and conclusive.

For the same consideration Grantor grants to the Grantee the right to construct, maintain and operate on said right of way, an additional pipeline or pipelines and appurtenances thereto, and in the event Grantee exercises this right Grantee shall pay Grantor the sum of $1.00 per lineal rod for each additional pipeline constructed, as well as damages caused by Grantee ~~to grantor's growing crops and timber~~; and Grantee shall in such case have the same rights with respect to such additional facilities as are hereby granted with respect to the original facilities to be constructed.

Grantor represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to ~~outstanding mortgages, if any, now of record in said county, and in the event of default by Grantor, Grantee shall have the right to~~ discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

DESCRIPTION OF PROPERTY SITUATED IN Sublette COUNTY, STATE OF Wyoming

Subdivision	Section	Township	Range	B. & M.
SW¼NE¼	17	27 North	112 West,	6th P.M.
NW¼NE¼	17	27 North	112 West,	6th P.M.

Grantor reserves the right to construct and maintain roads (unpaved), ditches, pipelines and fences on or across the right of way granted above; and similar right to install other facilities upon notice to Grantee.

Grantor reserves the right to drill on the right of way granted above, and to erect and use conventional drilling facilities in connection therewith. Grantor agrees to give Grantee 30 days notice prior to such drilling, and to grant alternate right of way if so requested by Grantee.

Grantee shall not have the right to erect fences along the right of way nor to permanently alter or remove fences without written consent of Grantor.

Grantee's rights are subservient to rights previously granted to others.

WITNESS THE EXECUTION HEREOF THE 24th DAY OF November 1981, A.D.

by

Witness to Signature(s)

Beneficial Oil Co.

By Gillian S. Jarvis

Its Secretary

Project Name: Big Piney G.S. Belco-GRBU 66-17

W/O 20218 Dwg. No. Topo

R/W 801060 Grant No. 2

FORM NW[illegible] 080-2 (1-77)

462

STATE OF Utah
COUNTY OF Salt Lake

On this 24th day of November ,19 81, before me appeared Allen R. Scoville to me personally known, who being by me duly sworn did say that he is the ~~President~~ Secretary of Beneficial Oil Co. , and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of tis board of directors, and said Allen R. Scoville acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires:

Linda Cherrington
Notary Public in and for Salt Lake
County, State of Utah

NOTICE OF EXECUTION OF CONTRACT FOR DEED

NOTICE is hereby given that on December 17, 1981, GERALD L. ABERCROMBIE and CAROLYN L. ABERCROMBIE, husband and wife, as Sellers, and DAVID E. SHAFFER, a single man, as Buyer, entered into and executed a Contract for Deed relating to the following described real property.

> Lot Nineteen (19) New Fork Social Club Subdivision as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; RESERVING HOWEVER, to grantors, all oil, gas, and all other minerals; together with the right of ingress and egress to prospect for mining and remove the same; SUBJECT TO Restrictions Governing the New Fork Social Club recorded 6/4/79, Book 35 of Misc., page 363, office of the County Clerk. NO PROPOSED DOMESTIC WATER SOURCE. NO PROPOSED MAINTENANCE OF ROADS. NO PROPOSED PUBLIC WATER SYSTEM.

Contract provides that Buyer is to pay all property taxes for the year 1982 and subsequent years.

Said Contract for Deed, together will a Deed to be delivered to Purchaser upon full performance thereof and held in Gerald L. Abercrombie and Carolyn L. Abercrombie's possession of Pinedale, Wyoming.

Dated December 17, 1981.

BUYER:

David E. Shaffer

SELLER:

Gerald L. Abercrombie

Carolyn L. Abercrombie

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by GERALD L. ABERCROMIBE CAROLYN L. ABERCROMBIE and DAVID E. SHAFFER, this 19th day of December, 1981.

Witness my hand and official seal.

Jo Ann Doughty
County of
Sublette
My Commission Expires: Oct. 30, 1985
Notary Public
State of
Wyoming

Jo Ann Doughty
Notary Public

My Commission Expires: 10-30-85.

Buyers address: P.O. Box 1059
Pinedale, Wyoming 82941

188001

RECORDED December 21 1981 12:30 P M
IN BOOK 39 Misc PAGE 464
FEES $4.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

Probate No. 1079

IN THE MATTER OF THE ESTATE OF)
)
JAMES NORTON TIBBALS,)
Deceased.)

DECREE OF DISTRIBUTION

Janet D. Tibbals, Administratrix of the Estate of James Norton Tibbals, deceased, having on the 1st day of December, 1981, rendered and filed a Report and Accounting of her administration of said estate and Petition for Distribution and Closing of Estate, this account and petition this day comes regularly on for hearing.

The Court notes that the sole heir of said estate, Janet D. Tibbals, has filed a Waiver of Notice and Consent to Approval of said Report and Accounting and Petition for Distribution and Closing of Estate.

That it appears said account is in all respects true and correct and properly supported, that the assets of the estate are as listed in Exhibit F, which reflects a cash deficit of $6,495.82, which represents that amount of money paid by the Administratrix from her own personal assets to pay various obligations of the estate, that the Administratrix has paid the aforesaid amount from her own assets inasmuch as she is the sole heir of the estate and wishes to keep the ranch a going concern, and therefore, does not wish to sell most of the assets of said estate. It also appears that the Administratrix has paid the total sum of $27,975.97 in claims, expenses, obligations and liabilities of the estate as reflected in Exhibit B of the Administratrix's report and accounting filed herein. Furthermore, it appears that an additional sum of $500.00 is still due and owing Bishop Randall Hospital for bills incurred by the decedent at the time of his last illness; the sum of $8,288.66 is due and payable to the attorneys for the estate,

133008

RECORDED December 21 1981 4:30 P.M.
IN BOOK 29 Misc PAGE 465
FEES 4.00 Lois J Yoder COUNTY CLERK
SUBLETTE COUNTY CLERK Ramey

FILED
BY Ellen L Nagel
DEC 9 1981
ELLEN L. NAGEL
CLERK OF DIST.
PINEDALE, WY

[redacted] [redacted] [redacted]

P. 58

Mason & Twichell, P.C.; the sum of $8,288.66 is due and payable to the Administratrix, Janet D. Tibbals, as and for administration fees; and the sum of $40.43 is due and payable to the Pinedale Roundup as and for publication fees. Therefore, it appears that the aggregate amount of claims, and other expenses, obligations and liabilities other than those as hereinbefore stated, as due and payable, have been paid by the estate, and all future claims are therefore barred.

It further appears that the Administratrix, Janet D. Tibbals, is the sole heir of the estate of James Norton Tibbals, deceased.

That it appears from the filed Report and Accounting that there are nine additional installment payments to be made to pay the United States Estate Tax.

THE COURT DOES, THEREFORE, ORDER, ADJUDGE AND DECREE,

1. That the Administratrix, Janet D. Tibbals, is the sole heir of the Estate of James Norton Tibbals.

2. That all of the assets as listed in Exhibit F of the Administratrix's Report and Accounting and Petition for Distribution and Closing of Estate, which are also listed and attached hereto and marked as Exhibit A of this order, be and the same are hereby distributed to Janet D. Tibbals.

3. That the Administratrix, Janet D. Tibbals, shall pay from her own assets or shall sell any of the assets of the estate, which have now been distributed to her as sole heir of the estate, to pay the claims, expenses, obligations and liabilities of said estate as hereinafter stated:

(a) That the Administratrix, Janet D. Tibbals, pay to Bishop Randall Hospital the sum of $500.00;

(b) That the Administratrix, Janet D. Tibbals, pay as and for attorney's fees to the attorneys for the estate, Mason & Twichell, P.C., the sum of $8,288.66;

(c) That the Administratrix, Janet D. Tibbals, pay as and for administrator fees to the Administratrix, Janet D. Tibbals, the sum of $8,288.66, or she may waive said payment and the claim she has to said fees;

(d) That the Administratrix, Janet D. Tibbals, pay to the Pinedale Roundup as and for publication fees the sum of $40.43;

4. That all the rest and residue of the estate be distributed to Janet D. Tibbals and that any other property not now known and/or later discovered, in which said decedent or estate now has, may have or hereafter acquire any interest, be and the same is hereby distributed to Janet D. Tibbals.

5. That Janet D. Tibbals as sole heir of the estate shall be liable for and shall pay the United States Estate Tax installments as and when they become due.

FURTHER, the Court does order that the said Administratrix shall on or before December 15, 1981, return to this Court all things, matters and actions taken and done in compliance with the foregoing orders.

Dated this 7 day of December, 1981.

Robert B. Rucker
JUDGE

The State of Wyoming
County of Sublette
I, Ellen Neely, Clerk of the Ninth Judicial District Court within and for said County and in the State aforesaid Do Hereby Certify the Foregoing to be a Full, True and Complete Copy.
Signed: Ellen L. Neely

EXHIBIT A

LIST OF ASSETS

I. Assets in the name of James Norton Tibbals:

Land:

S½, Sect. 7; W½SW¼, Sect. 8; NW¼SW¼, S½SW¼, Sect. 9; N½NE¼, NW¼, Sect. 18, All in T32N, R106W, 6th P.M.

S½SW¼, Sect. 4; SE¼SE¼, Sect. 5; NW¼NW¼, Sect. 9, T31N, R106W, 6th P.M.

80 Shares of AT&T Stock

Livestock Brand Sheep, Cattle and Horses

Livestock Brand Sheep

147.88 shares South Pass Land & Livestock Company

Carrie Shields lode mining claim 5/16 interest

Leane and Chesterfield mining claim

II. Land owned by the partnership in which James Norton Tibbals owned a 50% interest; thus, 50% of the following:

Accounts Receivable:

Installment Contract principal balance $49,200.00

Stocks and Bonds:

Stock--Federal Land Bank
Required - Real Estate Mortgage #0806334-7-0 ($750.00)

Land:

Land - Silver Creek Canyon
1st class grazing land 120 acres
Sect. 9, T32N, R106W

Land - Gus Miller Place
Irrigated - 60 acres
Sub-irrigated pasture - 30 acres
1st class grazing - 100 acres
2nd class grazing - 100 acres
3rd class grazing - 518 acres

Total 808 acres

SE¼, E½ SW¼, Sect. 8; NW¼, N½SW¼, Lots 1, 2, 3, 4, 6, Sect. 17; S½NE¼, NE¼SE¼, Sect. 18, All in T32N, R106W, 6th P.M.

Land - Home Place
Irrigated - 250 acres
Sub-irrigated pasture - 80 acres
2nd class grazing - 80 acres
3rd class grazing - 1359 acres
Farmstead - 10 acres

Total - 1779 acres

SW¼SE¼, Sect. 5; SE¼, E½SW¼, Lots 4, 5, 6, 7, Sect. 6; N½NE¼, SW¼NE¼, E½NW¼, Lots 3 & 4, Sect. 7, T31N, R106W, 6th P.M.
All of Sect. 1; SW¼NE¼, S½NW½, W½ SE¼, SW¼, Sect. 3; N½NE¼, Sect. 12, T31N, R107W, 6th P.M.

Land - ½ mining rights on Pinedale property sold to Bings:
Lots 1 and 2, Block 2, Original Townsite of Pinedale, Wyoming.

Buildings and Contents:
Ranch home (old)
Contents of home
Ranch buildings (other than house)

Equipment:
Saddles, harness, pumps, etc.
Tractors --
1 John Deere model 'B' 1950
1 Allis Chalmers model 'C' 1950
1 International "Cub" 1947
1 International model 'M' 1945

Autos and Trucks
1 - 1980 1 ton pickup 4x4 with crew cab GMC -VIN TKM34AB515135
1 - 1972 3/4 ton pickup 4 wheel drive with crew cab International
1 - 1950 1 ton truck with stock rack GMC--SN B228304519
1 - 1963 Buick Electra 4 dr. sedan- SN 8J2021656

Horses:	Age
1 - Buckskin gelding	10 years
1 - Bay mare (crippled)	12 "
1 - Bay gelding (spoiled)	4 "
1 - Grey mare	12
1 - Black mare	15 "
1 - Pinto Appaloosa gelding	18
1 - Brown mare	11
1 - Bay gelding	20

Sheep:	
1 - Buck	14 months
2 - Wethers	12 years
2 - Old Ewes	8 years
4 - Ewes	4 years
8 - Wethers	14 months
5 - Lambs	4 months

Brand:
Cattle and Horses

III. The Personal Representative wishes to keep the ranch a going concern and therefore does not wish to sell most of the assets of said estate. Therefore, she has paid from her own assets the sum of $6,495.82 to pay obligations of the estate. This gives the estate a cash deficit of $6,495.82 as reflected in Exhibit D.

AFFIDAVIT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

MILDRED M. MILLER, of said County and State, being first duly sworn on her oath, deposes and says:

That she is the surviving widow of ROBERT L. MILLER, deceased, who died August 27, 1975, in Sublette County, Wyoming.

That at the time of the death of Robert L. Miller, Robert L. Miller and Mildred M. Miller, husband and wife, owned an interest in certain real property by virtue of a mortgage from Robert M. Miller, a single person, said lands being more particularly described as follows, to-wit:

The $W\frac{1}{2}SW\frac{1}{4}$ of Section 4 and the $NE\frac{1}{4}SE\frac{1}{4}$ and the $S\frac{1}{2}SE\frac{1}{4}$ of Section 5 and the $S\frac{1}{2}NE\frac{1}{4}$ and the $SE\frac{1}{4}SW\frac{1}{4}$ and the $SE\frac{1}{4}$ of Section 7 and the $W\frac{1}{2}NW\frac{1}{4}$ and the $NE\frac{1}{4}$ and the $S\frac{1}{2}$ of Section 8; and the $W\frac{1}{2}W\frac{1}{2}$ of Section 9 and the $NW\frac{1}{4}NW\frac{1}{4}$ of Section 17 and the $N\frac{1}{2}NE\frac{1}{4}$ and the $SW\frac{1}{4}NE\frac{1}{4}$ of Section 18 in Township 29 North, Range 112 West of the 6th P. M.,

and

$N\frac{1}{2}$ of Section 11 and the $W\frac{1}{2}NW\frac{1}{4}$ of Section 12 in Township 29 North, Range 113 West of the 6th P. M..

All Section 28; All Section 29; All Section 32, $N\frac{1}{2}$, $SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$ Section 33; all in Township 36 North, Range 112 West of the 6th P. M.

Together with all water and water rights, ditch and ditch rights, reservoirs and reservoir rights, and rights to the use of water, ditches and reservoirs appurtenant thereto, and subject to all mining, mineral, and other reservations and exceptions of record, and subject to all legally established rights of way.

That the above described mortgage was filed in the office of the County Clerk and Ex-Officio Register of Deeds for record on the 9th day of December, 1957, in Book 11 of Mortgages, at page 281.

That the deceased, Robert L. Miller, is one and the same person as the said Robert L. Miller, one of the mortgagees in the above described mortgage; that the affiant, Mildred M. Miller, is one and the same person as the said Mildred M. Miller, the other mortgagee in the before mentioned mortgage.

That the above mentioned mortgage created a tenancy by the entireties under the laws of the State of Wyoming, and, at the death of Robert L. Miller, deceased, all equity, right, title and interest in the before mentioned mortgage passed to and was vested in Mildred M. Miller.

188011

RECORDED December 22 1981 11:30 AM
IN BOOK 39 Misc PAGE 470
FEES $10.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy McGuire

470

That attached hereto and by this reference made a part hereof as though herein set out in full, is a copy of the Certificate of Death of Robert L. Miller, deceased.

Further affiant saith naught.

DATED this 21st day of December A. D. 1981.

Mildred M. Miller

Mildred M. Miller

Subscribed and sworn to before me by Mildred M. Miller, this 21st day of December A. D. 1981.

Donna E. Sievers

Notary Public

Donna E. Sievers - Notary Public
County of [illegible] State of [illegible]
My commission expires: [illegible]
My commission expires April 12, 1982

My commission expires: 4/22/82

[redacted] COPY DOES NOT BEAR A RAISED [redacted] THE SIGNATURE OF THE DEPUTY STATE REGISTRAR IS NOT IN RED, THIS IS NOT AN OFFICIAL CERTIFIED COPY.

DATE ISSUED DEC 7 1981

LAWRENCE J. COHEN, M. D.
STATE REGISTRAR

By Richard L. Opland
DEPUTY STATE REGISTRAR
VITAL RECORDS SERVICES

COPY

THIS IS TO CERTIFY THAT THIS REPRODUCTION IS A TRUE COPY OF A RECORD ON FILE IN VITAL RECORDS SERVICES, DIVISION OF HEALTH AND MEDICAL SERVICES, WYOMING DEPARTMENT OF HEALTH AND SOCIAL SERVICES, CHEYENNE, WYOMING.

MARGIN RESERVED FOR BINDING — WYOMING DIVISION OF HEALTH AND MEDICAL SERVICES VITAL RECORDS SERVICES — VR-2-23

STATE OF WYOMING
DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

19 — 1975

1. Robert Leo MILLER
2. Male
3. August 27, 1975
4. White
5. 76
6. June 20, 1899
7. Sublette
8. Rural-Big Piney
9. no
10. Webster ranch west of Big Piney
11. Kansas
12. U.S.A.
13. Married
14. Mildred Mickelson
15. 520-44-8765
16. Rancher
17. Cattle Ranch
18a. Wyoming
18b. Sublette
18c. Big Piney
18d. no
18e. PO Box 789
19. John C. Miller
20. Katherine Andrews
21a. Mildred Miller
21b. PO Box 789 Big Piney, Wyoming 83113

PART I. DEATH WAS CAUSED BY (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).)

22a. 9229
(a) Internal hemorrhage
(b) Gunshot wound to abdomen
(c)
CONDITIONS, IF ANY, WHICH GAVE RISE TO IMMEDIATE CAUSE (a) STATING THE UNDERLYING CAUSE LAST. 28N

PART II. OTHER SIGNIFICANT CONDITIONS — CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN PART I (b)
None.

AUTOPSY (YES OR NO): 23 NO

24a. ACCIDENT, SUICIDE, HOMICIDE, OR UNDETERMINED (SPECIFY): Accidental
24b. DATE OF INJURY (MONTH, DAY, YEAR): 8/27/75
24c. HOUR: 1330 M
24d. HOW INJURY OCCURRED (ENTER NATURE OF INJURY IN PART I OR PART II, Item 22): Gunshot wound to belly-accident
24e. INJURY AT WORK (SPECIFY YES OR NO): No
24f. PLACE OF INJURY (AT HOME, FARM, STREET, FACTORY, OFFICE BLDG., ETC. SPECIFY): farm
24g. LOCATION (STREET OR R.F.D. NO., CITY OR TOWN, STATE): Webster Ranch-West of Big Piney, Wyo.

CERTIFICATION — PHYSICIAN
25a. I ATTENDED THE DECEASED FROM: 8 27 75
25b. TO: 8 27 75
25c. AND LAST SAW HIM/HER ALIVE ON: Never
25d. I DID/DID NOT VIEW THE BODY AFTER DEATH: I did.
25e. DEATH OCCURRED AT (HOUR): 1330 P.M.

CERTIFICATION — MEDICAL EXAMINER OR CORONER
ON THE BASIS OF THE EXAMINATION OF THE BODY AND/OR THE INVESTIGATION, IN MY OPINION, DEATH OCCURRED ON THE DATE AND DUE TO THE CAUSE(S) STATED.
25f. 8/27/75
HOUR OF DEATH: 1330 M
THE DECEDENT WAS PRONOUNCED DEAD (MONTH, DAY, YEAR, HOUR): 8 27 75 1425
25g. CERTIFIER — NAME (TYPE OR PRINT): Mel E. Chandler, M.D.
SIGNATURE: Mel E. Chandler MD
DEGREE OR TITLE
DATE SIGNED (MONTH, DAY, YEAR): 8/28/75
MAILING ADDRESS — CERTIFIER (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP): Box 1114 Big Piney Wyoming 83113

BURIAL, CREMATION, REMOVAL (SPECIFY): Burial
CEMETERY OR CREMATORY — NAME: Plainview Cemetery
LOCATION (CITY OR TOWN, STATE): Big Piney, Wyoming
DATE (MONTH, DAY, YEAR): August 30, 1975
FUNERAL HOME — NAME AND ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP): Tanner Mortuary Big Piney, Wyoming 83113
FUNERAL DIRECTOR — SIGNATURE: Richard L. Tanner
REGISTRAR — SIGNATURE: Barbara Williamson
DATE RECEIVED BY LOCAL REGISTRAR: 9/9/75

472

E A S E M E N T

THAT ALSADE, LIMITED of Sublette County, State of Wyoming, party of the first part, for and in consideration of the sum of Ten (10.00) Dollars and other valuable considerations, receipt of which is hereby acknowledged, have granted and conveyed, and by these presents does grant and convey unto the County of Sublette, State of Wyoming, party of the second part, its successors and assigns, an EASEMENT for a right-of-way to place, construct, operate, repair, and maintain the GUIO BUDD COUNTY ROAD NO. 23-153 through, across, and upon the following described property of the party of the first part, located in Sublette County, State of Wyoming, to-wit:--

That part of the NE¼NW¼ and Lot 1 (NW¼NW¼) of Section 31, T31N, R112W, Sublette County, Wyoming being part of that tract of record in the Office of the Clerk of Sublette County in Book 17 of Deeds on page 155 lying and being situate within the bounds of the GUIO BUDD COUNTY ROAD NO. 23-153 described as follows:

See Exhibit "A"

189013

RECORDED December 21 1981 11:45 AM
IN BOOK 39 Misc PAGE 473
FEES $ N/C Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stevens

Said party of the first part, its successors and assigns shall have full use and enjoyment of the said premises except for the uses and purposes hereinbefore granted. The party of the second part shall have full right of ingress and egress to and from said described lands for the purpose of exercising the rights herein granted.

This grant of easement shall at all times be deemed to be, and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives, and assigns of the party of the first part.

IN WITNESS WHEREOF, the party of the first part has caused its seal to be hereunto affixed and these presents to be signed by its duly authorized officers, on the 15th day of December, 1981.

Attest:

ALSADE, LIMITED CORPORATE Seal State of Wyoming

Secretary, Marjorie Guio

ALSADE, LIMITED

Kenneth H. Guio

President, Kenneth H. Guio

STATE OF WYOMING)
COUNTY OF SUBLETTE) ss

The foregoing instrument was acknowledged to before me by Kenneth H. Guio and Marjorie Guio, this 15th day of December, 1981.

Witness my hand and official seal.

JO ANN MAHONEY NOTARY PUBLIC COUNTY OF SUBLETTE STATE OF WYOMING My Commission Expires Sept. 27, 1984

Notary Public

My Commission Expires: 27 September 1984

[redacted] COUNTY ROAD NO. 23-153

Exhibit "A"

To-wit:--

A strip of land ~~eighty~~ sixty (~~80~~) 60 (sixty) feet in width being part of the $NW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$ and Lot 1 ($NW\frac{1}{4}NW\frac{1}{4}$) of Section 31; and Lot 4 of Section 30, T31N, R112W, $N\frac{1}{2}NE\frac{1}{4}$ and $NE\frac{1}{4}NW\frac{1}{4}$ of Section 36, the $S\frac{1}{2}SE\frac{1}{4}$ and $S\frac{1}{2}SW\frac{1}{4}$ of Section 25, and the $SE\frac{1}{4}$ of Section 26, T31N, R113W, Sublette County, Wyoming with the center-line described as follows:

BEGINNING at Station 0+00 within the right-of-way of the North Piney Cottonwood County Road No. 23-143, S67 -17.5'W, 1846.10 feet from the northeast corner of said Section 31;
thence S54 -03.5'W, 589.23 feet to P.C. 5+89.23;
thence Southwesterly, 156.04 feet along a circular curve to the right through a central angle of 31 -08.0' and radius of 287.17 feet to Station P.T. 7+45.27;
thence S85 -11.5'W, 12.69 feet to Station P.C. 7+57.96;
thence Westerly, 156.76 feet along a circular curve to the right through a central angle of 28 -10.0' and radius of 318.88 feet to Station P.T. 9+14.72;
thence N66 -38.5'W, 314.35 feet to Station P.C. 12+29.07;
thence Northwesterly, 202.41 feet along a circular curve to the right through a central angle of 20 -07.0' and radius of 576.57 feet to Station P.T. 14+31.51;
thence N46 -31.5'W, 153.69 feet to Station P.C. 15+85.20;
thence Northwesterly, 406.42 feet along a circular curve to the left through a central angle of 05 -38.0' and radius of 4133.68 feet to Station P.T. 19+91.62;
thence N52 -09.5'W, 224.27 feet to Station P.C. 22+15.89;
thence Northwesterly, 263.96 feet along a circular curve to the right through a central angle of 10 -23.0' and radius of 1456.55 feet to Station P.T. 24+79.85;
thence N41 -46.5'W, 64.56 feet to Station P.C. 25+44.41;
thence Northwesterly, 225.99 feet along a circular curve to the left through a central angle of 14 -06.5' and radius of 917.76 feet to Station P.T. 27+70.40;
thence N56 -53'W, 168.50 feet to Station P.C. 29+38.90 on the north line of said Section 31, S86 -40'E, 500.61 feet from the northwest corner of said Section 31;

thence Westerly, 160.18 feet along a circular curve to the left through a central angle of 35 -22.0' and radius of 259.51 feet to Station P.T. 30+99.08;
thence S33 -45'W, 447.82 feet to Station 35+46.90 identical with the northwest corner of said Section 31;
thence S33 -45'W, the base bearing for this survey, 2591.22 feet along the north line of said Section 36 to Station P.C. 61+38.12 on said north line, N88 -45'E, 51.09 feet from the north one-quarter corner of said Section 36;
thence Westerly, 175.21 feet along a circular curve to the right through a central angle of 25 -37.0' and radius of 391.88 feet to Station P.T. 63+13.33;
thence S65 -53'W, 34.67 feet to Station P.C. 63+48.00;
thence Northwesterly, 279.72 feet along a circular curve to the left through a central angle of 06 -14.0' and radius of 2571.17 feet to Station P.T. 66+27.72;
thence S71 -53'W, 804.35 feet to Station 74+32.07;
thence S69 -30'W, 1326.02 feet to Station P.C. 83+18.09;
thence Northwesterly, 128.27 feet along a circular curve to the right through a central angle of 07 -39.0' and radius of 946.07 feet to Station 84+44.36;
thence continuing Northwesterly, 31.45 feet along said curve to the right through a central angle of 01 -54.0' and radius of 946.07 feet to Station 90+28.81 on the west line of said Section 25, S00 -01'W, 927.77 feet from the southwest corner of said Section 25;
thence continuing Northwesterly, 34.43 feet along said curve to the right through a central angle of 02 -05.0' and radius of 946.07 feet to Station P.T. 90+63.29;
thence N61 -19'W, 205.74 feet to Station P.C. 92+67.03;
thence Westerly, 238.51 feet along a circular curve to the left through a central angle of 29 -45.5' and radius of 463.33 feet to Station P.T. 94+99.88;
thence N63 -04.5'W, 344.74 feet to station 98+44.72;
thence N62 -22.5'W, 387.16 feet to Station P.C. 102+01.88;
thence Westerly, 259.43 feet along a circular curve to the left through a central angle of 12 -13.5' and radius of 1207.65 feet to Station P.T. 104+61.31;
thence S75 -19'W, 489.72 feet to Station 109+51.03, N57 -09.5'W, 2223.35 feet from the southeast corner of said Section 26;

all in accordance with the map prepared and filed in the Office of the Clerk of Sublette County for GUIO BUDD COUNTY ROAD NO. 23-153 dated 18 June 1981.

Paul N. Scherbel
Surveyor Scherbel, Ltd.
Registered Land Surveyor No. 164
Big Piney, Wyoming 83113

30 June 1981

"Modification in any way of the foregoing description terminates liability of the surveyor

AGREEMENT FOR WARRANTY DEED—FORM NO. 14 [redacted] [redacted] THE MILLS COMPANY, [redacted]

THIS AGREEMENT, Made and entered into this 18 day of August 1981, by and between

Victor D. Fulk

of Pinedale, Sublette County, State of Wyoming, of the first part, and

Randy L. and Karen L. Snell

of Rock Springs, Sweetwater County, State of Wyoming, of the second part,

WITNESSETH, That the party of the first part, for and in consideration of the sum of ($100.00) One Hundred and no/100 DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; does hereby for himself and his heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to prorate of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lot #190 Barger Subdivision, fourth filing, as the same appears on record on the official plat thereof filed in the office of the County Clerk and Ex-officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining:
SUBJECT TO reservations and restrictions contained in the United States patents and to easements and rights-of-way of record or in use. SUBJECT TO prior mineral reservations of record; and SUBJECT TO restrictions governing Barger Subdivision filed November 4, 1974 in Book 30 of Miscellaneous page 21 D.A.

SOLD FOR Three Thousand Five Hundred and no/100 DOLLARS ($3,500.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said party of the first part, his heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$100.00 down; balance of $3,400.00 payable in 60 equal monthly payments of $73.93 which include interest at the rate of 11% annum, first said payment due October 1, 1981, succeeding payments due first of each month thereafter until paid in full.

188015

RECORDED December 23 1981 8:00 AM
IN BOOK 39 Misc PAGE 476
FEES $6.00 Lois J Yale
SUBLETTE COUNTY, PINEDALE, WYOMING COUNTY CLERK by Dorothy M Lewis

Payable at the office of Seller with interest at the rate of 11 per cent per annum from date. Interest payable included. If principal or interest is not paid when due, the same to draw 11 per cent interest per annum from maturity until paid.

Buyer acknowledges receipt of copy of covenants and restrictions governing this property.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said party of the first part, his heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.
The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than none Dollars, in favor of and payable to party of the first part, as his interests may appear.
This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of

Victor D. Fulk

Victor D. Fulk

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Victor D. Fulk,

this 27 day of November, 19 81.

Witness my hand and official seal.

Kathryn Fulk
Signature

Title of Officer

My Commission Expires: 7-2-85

NOTARY PUBLIC

476

State of Wyoming)
ss.
County of ~~Sublette~~ Sweetwater)

Randy L. Snell
Karen L. Snell

The foregoing instrument was acknowledged before me by Randy L. Snell, Karen L. Snell, Wife,

this 27th day of November, 19 81.

Witness my hand and official seal.

Patricia A. Kompatscher
Signature

Notary Public
Title of Officer

My Commission Expires: 9-26-85

ASSIGNMENT

_____ 19____

For VALUE RECEIVED, _____ hereby assign unto _____

all_____ right, title and interest in and to the within contract, and I authorize the part_____ of the first part therein to execute a deed to said _____ or to_____ heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS_____ _____
Party of the Second Part.

Consent is hereby given for the above assignment. _____
Party of the First Part.

DATE		TOTAL PAYMENT		INTEREST		PRINCIPAL		BALANCE		BY

AGREEM[redacted]OR WARRANTY DEED—FORM NO. [redacted] THE MILLS COMPA[redacted]

153 Valley of Ms

THIS AGREEMENT, Made and entered into this 18 day of August 19 81, by and between Victor D. Fulk

of Pinedale, Sublette County, State of Wyoming, of the first part, and John P. Or Jean Menapace

of Rock Springs, Sweetwater County, State of Wyoming, of the second part,

WITNESSETH, That the part of the first part, for and in consideration of the sum of ($ 100.00) One Hundred and no/100 ——— DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said part les of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do es hereby for himself and his heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said part les of the second part by a good and sufficient Warranty Deed, subject, however, to prorate of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State or Wyoming, to-wit:

Lot #195 Barger Subdivision, fourth filing, as the same appears on record on the official plat thereof filed in the office of the County Clerk and Ex-officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining:
SUBJECT TO reservations and restrictions contained in the United States patents and to easements and rights-of-way of record or in use. SUBJECT TO prior mineral reservations of record; and SUBJECT TO restrictions governing Barger Subdivision filed November 4, 1974 in Book 30 of Miscellaneous page 21 D.A.

SOLD FOR Three Thousand Five Hundred and no/100 ——— DOLLARS ($ 3,500.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said party of the first part, his heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$100.00 down; balance of $3,400.00 payable in 60 equal monthly payments of $73.93 which include interest at the rate of 11% annum, first said payment due October 1, 1981, succeeding payments due first of each month thereafter until paid in full.

188016

RECORDED December 23 1981 9:00 A.M.
IN BOOK 39 Misc PAGE 478
FEES $6.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING by Dorothy McInnis

Payable at the office of Seller with interest at the rate of 11 per cent per annum from date. Interest ~~payable~~ included. If principal or interest is not paid when due, the same to draw 11 per cent interest per annum from maturity until paid.

Buyer acknowledges receipt of copy of coventants and restrictions governing this property.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said party of the first part, his heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The part les of the second part agrees to keep the buildings on said premises insured in a sum not less than none Dollars, in favor of and payable to party of the first part, as his interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of

Victor D. Fulk

Victor D. Fulk

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Victor D. Fulk,

this 27 day of November 19 81.

Witness my hand and official seal.

Kathryn Fulk
Signature

Title of Officer

My Commission Expires: 9-2-85

478

State of Wyoming)
ss.
County of Sublette)

The foregoing instrument was acknowledged before me by John P. Menapace ~~Jean Menapace~~, this 27 day of November, 19 81.

John P. Menapace
Jean Menapace

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires: 8-20-84

ASSIGNMENT

19

For VALUE RECEIVED, _____ hereby assign unto _____ all _____ right, title and interest in and to the within contract, and I authorize the part_____ of the first part therein to execute a deed to said _____ or to _____ heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS _____

Party of the Second Part.

Consent is hereby given for the above assignment.

Party of the First Part.

DATE	TOTAL PAYMENT	INTEREST	PRINCIPAL	BALANCE	BY

AGREEM[redacted]R WARRANTY DEED—FORM N[redacted] THE MILLS COMPAN[redacted]

THIS AGREEMENT, Made and entered into this 18 day of August 1981, by and between Victor D. Fulk

of Pinedale, Sublette County, State of Wyoming, of the first part, and John P. or Jean Menapace

of Rock Springs, Sweetwater County, State of Wyoming, of the second part,

WITNESSETH, That the party of the first part, for and in consideration of the sum of ($100.00) One Hundred and no/100 DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do es hereby for himself and his heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to prorate of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lot #174 Barger Subdivision, fourth filing as the same appears on record on the official plat thereof filed in the office of the County Clerk and Ex-officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining:
SUBJECT TO reservations and restrictions contained in the United States patents and to easements and right-of-way of record or in use; SUBJECT TO prior mineral reservations of record; and SUBJECT TO restrictions governing Barger Subdivision filed November 4, 1974 in book 30 of Miscellaneous page 21 D.A.

SOLD FOR Three Thousand Five Hundred and no/100 DOLLARS ($3,500.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said party of the first part, his heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$100.00 down; balance of $3,400.00 payable in 60 equal monthly payments of $73.93 which include interest at the rate of 11% annum, first said payment due October 1, 1981, succeeding payments due first of each month thereafter until paid in full.

183017

RECORDED December 23 1981 9:04 AM
IN BOOK 39 Misc PAGE 480
FEES $6.00 Fay J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Dorothy McClure

Payable at the office of Seller with interest ~~at the rate of~~ 11 per cent per annum from date. Interest ~~payable~~ included. If principal or interest is not paid when due, the same to draw 11 per cent interest per annum from maturity until paid.

Buyer acknowledges receipt of copy of coventants and restrictions governing this property.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said party of the first part, his heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.
The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than none Dollars, in favor of and payable to party of the first part, as his interests may appear.
This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of

Victor D Fulk
Victor D. Fulk.

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Victor D. Fulk,

this 27 day of November 19 81.

Witness my hand and official seal.

Kathryn Fulk
Signature

Title of Officer

My Commission Expires: 9-3-85

State of Wyoming)
ss.
County of Sublette)

The foregoing instrument was acknowledged before me by John P. Menapace Jean Menapace,
this 27 day of November, 19 81.

Witness my hand and official seal.

John P. Menapace
Jean Menapace

Katherine Segrich
Signature

Notary Public
Title of Officer

My Commission Expires: 8-2-84

ASSIGNMENT

_____ 19__

For VALUE RECEIVED, _____ hereby assign unto _____
all _____ right, title and interest in and to the within contract, and I authorize the part_____ of the first part therein to execute a deed to said _____ or to _____ heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS _____ _____
Party of the Second Part.

Consent is hereby given to the above assignment. _____
Party of the First Part.

DATE		TOTAL PAYMENT		INTEREST		PRINCIPAL		BALANCE		BY

A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

C. F. ALEXANDER being first duly sworn upon his oath, according to law, deposes and says:

1-

That by written agreement made and entered on the 1st day of July, 1981, this affiant, C. F. ALEXANDER, and VALENTINE ALEXANDER, his wife, of Daniel, Sublette County, Wyoming, Parties of the First Part under said agreement and denoted therein as "Seller", did promise, covenant and agree to sell and convey the following described lands and real estate situate in the County of Sublette and State of Wyoming, to-wit:

Township 34 North, Range 111 West of the 6th P.M.

Section 22 - NW/4 SW/4

TOGETHER WITH any and all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto; AND TOGETHER WITH a right of way thereto upon, over and across the east 20 feet of the SW/4 SW/4, Section 22, and W/2 NW/4, Section 27, Township 34 North, Range 111 West of the 6th P.M., lying and being situate north of Wyoming State Secondary Highway No. 354;

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO outstanding easements and rights of way of record or in actual use, AND SUBJECT TO all outstanding mineral interests,

unto MICHAEL D. MATOZEVICH and PAMELA S. ROBBINS and JAMES MILTON REYNOLDS of Pinedale, Sublette County, Wyoming 82941, Parties of the Second Part under said agreement and in said agreement denoted as "Purchaser";

2-

That the consideration for said property is to be paid in installments and the final installment of said consideration, together

183058

RECORDED December 28 1981 1:30 P M
IN BOOK 39 Misc PAGE 482
FEES 6.00 Lana J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

by Dorothy M Lewis

with interest, is to be made on the 31st day of December, 1982, unless sooner paid;

3-

Upon payment of the consideration for said lands, purchase price, as set forth in said agreement, together with all interest, on the 31st day of December, 1982, or such other time as payment of the purchase price and interest shall be made, Seller will convey by statutory form of warranty deed the above described lands and real estate unto Purchaser;

4-

Possession of the above real property has been delivered unto Purchaser and Purchaser may remain in possession thereof so long as compliance is made with all of the material covenants of said agreement, including the payment of purchase price, together with interest;

5-

Said agreement contains the usual and customary provisions for recovery of the property, and termination of the interests of Purchaser, in event of default in the payment of purchase price, together with interest, and other material covenants of the agreement;

6-

All taxes levied upon said property in the year 1981, and prior years, are to be paid by Seller;

7-

All taxes levied upon said property in the year 1982, and thereafter, are to be paid by Purchaser.

C. F. Alexander
C. F. ALEXANDER

Subscribed and sworn to before me this 21st day of December, 1981.

Faye Hammons
Notary Public

My commission expires:

FAYE HAMMONS Notary Public
County of Sublette — State of Wyoming
My Commission expires November 22, 1983

[redacted] EMENT [redacted]

40001

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, BATTLE MOUNTAIN RANCH, INC.

[redacted], for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto Lower Valley Power and Light, Inc., a Cooperative Corporation, of Afton and Jackson, Wyoming and to its successors and assigns, a perpetual easement and right-of-way for the construction and continued maintenance, repair, alteration and replacement of the electric distribution circuits of the grantee to be constructed and maintained under, over, upon, and across the premises of grantor in Sublette County, State of Wyoming along a line described as follows, to-wit:

Being in part of Section 4, T.38N., R.114W., more particularly Tract 553, Sublette County, Wyoming.

Beginning at a point N.19°E., 362 feet from a brass cap denoting corner #3 of said Tract 553; thence easement begins and bears N.21°30'W., 218 feet.

Right of width to be 5 feet each side of described center line of underground power-line.

Together with all necessary and reasonable rights of ingress and egress and to excavate and refill ditches and trenches for the location and repair of said facilities and to cut, trim, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of said facilities.

The undersigned agree that all poles, wires and other facilities, installed on the above described lands at the grantee's expense shall remain the property of the grantee, removable at the option of the grantee.

We hereby release and waive all rights under and by virtue of the homestead exemption laws of the said State.

WITNESS the Hand of said Grantor, this [illegible] day of [illegible], 1981.

X James E. Schultz

Grantor

STATE OF ~~WYOMING~~)
: ss
COUNTY OF ~~PETITION~~ SALT LAKE)

The foregoing instrument was acknowledged before me by James E. Schultz BATTLE MOUNTAIN RANCH, INC.

as his/her free act and deed this [illegible] day of [illegible], 1981.

Marie Fisher
Signature

My Commission Expires: 11-6-83.

185067

RECORDED December 30 1981 8:00 A M
IN BOOK 39 Misc PAGE 484
FEES $4.00 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

484 by Dorothy M Keene

485

Sublet
Pinedale, Wyo

AGREEMENT FOR WARRANTY DEED—FORM NO. 14 THE MILLS COMPANY, SHERIDAN

THIS AGREEMENT Made and entered into this 29th day of December 19 81, by and between DOROTHY B. McGUIRE, a single woman,

of Pinedale, Sublette County, State of Wyoming, of the first part, and DAVID S. BROWN and NAN M. BROWN, husband and wife, as tenants of an estate by the entireties with full right of survivorship,

of , County, State of Wyoming, of the second part,

WITNESSETH, That the party of the first part, for and in consideration of the sum of ($ 5,000.00) Five Thousand and No/100 - DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do hereby for herself and heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to all of the taxes of A. D. 1982 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: Lot Nine (9) Rocky Roads Subdivision as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; to prior mineral reservations of record; and to Restrictions Governing Rocky Roads Subdivision recorded in the office of the County Clerk. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

SOLD FOR Eighteen Thousand and No/100 - - - - - DOLLARS ($ 18,000.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said party of the first part, her heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$5,000.00 down; balance of $13,000.00 payable in 120 monthly payments of $164.69 which include interest at the rate of 9% per annum, first said payment due one month from date and monthly thereafter until paid in full.

18:089

RECORDED December 2nd 1981 11:55A M
IN BOOK 39 Misc PAGE 485
FEES $ 4.00 Lou Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

Payable at the office of First National Bank of Pinedale with interest at the rate of 9 per cent per annum from date. Interest payable ~~annually~~ included in principal or interest is not paid when due, the same to draw 9 per cent interest per annum from maturity until paid.

Right to accelerate payments in any multiple of $1,000.00 or the entire balance then due and thus reduce interest is hereby granted by party of the first part.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, to said party of the first part, her heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of said premises; to regard the person or persons in possession on such termination of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than None Dollars in favor and payable to party of the first part, as their interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of

Dorothy B. McGuire

David S. Brown

Nan M. Brown

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Dorothy B. McGuire, David S. Brown, and Nan M. Brown,

this 3rd day of December, 19 81.

Witness my hand and official seal.

Donna E Sheren
Signature
Notary Public
Title of Officer

My Commission Expires: 4/22/82

Donna E. Sheren - Notary Public
County of Sublette State of Wyoming
My commission expires April 22,1982

DISTRICT COURT
COUNTY OF WELD
STATE OF COLORADO

81CV 395

NOTICE OF FILING
OF FOREIGN JUDGMENT
AND AFFIDAVIT

FINANCIAL COLLECTION AGENCIES,

Plaintiff,

vs.

EDDIE McGRANN,

Defendant.

TO: Eddie McGrann, Defendant at 245 W. Magnolia,
Pinedale, Wyoming 82941

NOTICE IS HEREBY GIVEN that the above named Plaintiff, by and through its attorney, ROY M. WITTSTRUCK, has filed with the Sublette District Court a foreign judgment originally obtained in the County of Weld, State of Colorado, in the total sum of $11,313.47, plus proper interest accruing since June 10, 1981 at the legal rate of 8% per annum.

DATED this 28 day of September, 1981.

183107

Roy M. Wittstruck #5966
Attorney for Plaintiff
215 W. Oak St. Suite 602
Ft. Collins, CO 80521
PHONE: 482-2125

Filed for record the 4 day of Oct 1981 at 8:00 A.M.
and recorded in Book 37 Misc. PAGE 486
of the records of Weld County
Dorothy M. Lucas COUNTY CLERK
PINEDALE, WYOMING
By Dorothy M. Lucas

AFFIDAVIT

I, Roy M. Wittstruck, do hereby swear and affirm that the Plaintiff's current address is 1780 South Bellaire, Suite 510, W.C. III, Denver, Colorado 80222, and that the Defendant's last known address is that which is listed above.

Roy M. Wittstruck

STATE of COLORADO)
)
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 28 day of September, 1981, by Roy M. Wittstruck.
My commission expires: Feb. 19, 1984

Notary Public

S E A L

FILED
BY Ellen L. Neely
OCT 19 1981
ELLEN L. NEELY
CLERK OF DIST. COURT
PINEDALE, WYO.

The State of Wyoming

County of Sublette

I, Ellen Neely, Clerk of the Ninth Judicial District Court within and for said County and in the State aforesaid Do Hereby Certify the Foregoing to be a Full, True and Complete Copy

Signed: Ellen L. Neely

486

487

DISTRICT COURT
COUNTY OF WELD
STATE OF COLORADO

81CV 395

COPY

ORDER FOR
DEFAULT AND ENTRY
OF JUDGMENT

FINANCIAL COLLECTION AGENCIES,

Plaintiff,

vs.

EDDIE McGRANN,

Defendant.

THIS MATTER COMING on to be heard upon the Motion and Affidavit by the Plaintiff and the Court having reviewed the Motion, Affidavit, Return of Service, and the pleadings filed herein and being adequately advised hereby enters its findgins, conclusions and judgment.

1. The Court finds that is has jurisdiction over the parties and the subject matter and that venue is proper in this Court.

2. The Defendant has failed to plead or otherwise defend as required by the Colorado Rules of Civil Procedure although proper service was made, and default should be entered.

3. The Defendant, after deduction of appropriate credits, is indebted to Plaintiff in the amount of $11,262.47.

4. Plaintiff is entitled to costs expended herein for the docket fee in the amount of $41.00, plus service of process in the amount of $10.00, for a total of $51.00.

THEREFORE, default and judgment thereon is entered in favor of Plaintiff and against Defendant in the total amount of $11,313.47.

DATED this 10th day of June, 1981.

BY THE COURT:

District Court Judge

FILED
BY: Ellen L. Neely
OCT 19 1981
ELLEN L. NEELY
CLERK OF DIST. COURT
PINEDALE, WYO.

6/29 ocm

225 CLERK'S CERTIFICATE OF COPY, WITH JUDGE'S VERIFICATION

STATE OF COLORADO,
County of *Weld* } **ss.**

I, *Mary M. Connell* Clerk of the District Court, of the *nineteeneth* Judicial District of the State of Colorado within and for *Weld* County, do hereby certify the foregoing to be a true, perfect and complete copy of *ORDER FOR DEFAULT AND ENTRY OF JUDGMENT in Civil Action # 81 CV 395*

FINANCIAL COLLECTION AGENCIES,

Plaintiff

vs

EDDIE MCGRANN,

Defendant

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, at my office in *Greeley, CO* this *24th* day of *July*, A. D. 19*81*.

Mary M Connell
CLERK.

STATE OF COLORADO,
County of *Weld* } **ss.**

I, *Hugh H. Arnold* Judge of the District Court of the *nineteeneth* Judicial District of the State of Colorado within and for the County of *Weld*, do hereby certify that *Mary M. Connell* whose name is subscribed to the foregoing Certificate of Attestation, now is, and was, at the time of signing and sealing the same, Clerk of the District Court of *Weld* County aforesaid, and keeper of the Records and seal thereof, duly appointed and qualified to office; that full faith and credit are and of right ought to be given to all his official acts as such in all Courts of Record and elsewhere; and that his said attestation is in due form of law, and by the proper officer.

Given under my hand and seal this *24th* day of *July*, A. D. 19*81*.

Hugh H Arnold
Seal

STATE OF COLORADO,
County of *Weld* } **ss.**

I, *Mary M. Connell* Clerk of the District Court of the *nineteeneth* Judicial District of the State of Colorado, within and for *Weld* County, do hereby certify that *Hugh H. Arnold* whose genuine signature is appended to the foregoing certificate, was, at the time of signing the same, Judge of the District Court of *Weld* County, of the State of Colorado, duly commissioned and qualified; that full faith and credit are and of right ought to be given to all his official acts as such, in all Courts of Record, and elsewhere.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, at my office in *Greeley* Colo., this *24th* day of *July*, A. D. 19*81*.

Mary M Connell
CLERK.

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale, dated the 30 day of November, 1981, between GORDON A. BOMAN and WENDY L. BOMAN, husband and wife, as Sellers, and GEORGE W. TUCKER and CAROLYN L. TUCKER, husband and wife, as Buyers, the Sellers did agree to sell and the Buyers did agree to buy a certain tract of real property described as:

> Lot Seven (7), Monte Vista Estates, County of Sublette, State of Wyoming, as the same appears on the official plat thereof as filed in the office of the County Clerk, Sublette County, Wyoming; TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use.

Buyers' address for tax purposes is: P.O. Box 98, Cora, WY 82925.

There are many other covenats in the original Contract For Sale of which each party has a copy and which is also escrowed in the First National Bank of Pinedale, Pinedale, WY 82941.

DATED this 30 day of November, 1981.

SELLERS:

GORDON A. BOMAN

WENDY L. BOMAN

BUYERS

GEORGE W. TUCKER

CAROLYN L. TUCKER

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by GORDON A. BOMAN and WENDY L. BOMAN this 30 day of November, 19
Witness my hand and official seal.

JOAN M. YOUNG NOTARY PUBLIC SUBLETTE COUNTY

Notary Public

My commission expires:

My Commission expires February 22, 1983

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by GEORGE W. TUCKER and CAROLYN L. TUCKER this 30 day of November, 19
Witness my hand and official seal.

JOAN M. YOUNG NOTARY PUBLIC SUBLETTE COUNTY

Notary Public

My commission expires:

My Commission expires February 22, 1983

[redacted]

RECORDED January 4 1982 11:00AM
IN BOOK 39 Misc PAGE 489
FEE $4.00 Paid
Page 1 of 1 pages
COUNTY CLERK
WYOMING

[redacted]

185139

RECORDED January 6 1982 4:00 P M
IN BOOK 39 Misc PAGE 490
FEES $ n/c Lois Ryeke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

MEMORANDUM AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of DECEMBER, 1981, by and between BAR CROSS LAND AND LIVESTOCK COMPANY, party of the first part, and BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SUBLETTE, party of the second part,

W I T N E S S E T H

that WHEREAS, party of the first part is willing to grant to Sublette County an easement in the future, to construct, operate and maintain a County road along the existing road which now traverses the following described lands, described as follows, to-wit:

Thirty (30) feet on each side of the centerline of the existing road located in Township 35 North, Range 110 West, Section 21: $N\frac{1}{2}SW\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$; Section 15: $SW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$; Section 10: $S\frac{1}{2}SE\frac{1}{4}$; Section 11: $SW\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$;

and

WHEREAS, party of the second part desires to make this road a County road across said lands;

NOW THEREFORE, in consideration of the sum of TEN DOLLARS ($10.00) in hand paid, each party to the other, the receipt and sufficiency whereof is hereby acknowledged, and in the further consideration of the covenants, promises and agreements hereinafter set forth, it is hereby mutually covenanted, promised and agreed as follows:

1. Party of the first part hereby authorizes the County Surveyor to come upon the hereinabove described real property for the purpose of surveying and platting a County road along the existing road.

2. Party of the second part shall, as soon as practicable, have the County Surveyor survey and plat a County road across said lands along existing road.

3. As soon as an accurate legal description has been obtained, the party of the second part shall prepare and present to party of the first part an easement for said road which will contain the following provisions:

A. There shall be no right-of-way fencing without explicit permission of the owner.

B. The County shall be responsible for maintenance and replacement of irrigation culverts or bridges across the road and any cattleguards along its route.

C. The width of the actual roadway shall not exceed 30 feet nor shall it be less than 26 feet.

D. The County shall maintain speed control dips, clearly

marked by warning signs, at points where forward visibility is less than five hundred feet; such dips shall also be maintained through the yard of the Bar Cross Headquarters.

E. The County shall erect and post a speed limit of 35 miles per hour on the main body of the road and a speed limit of 20 miles per hour through the yard of the Bar Cross Headquarters.

F. The County shall not maintain borrow pits sufficiently deep or steep as to prohibit exit from the roadway onto adjacent lands at any point.

G. Upon cessation of use of the property as a road, the easement shall terminate and title in fee simple shall revert to the owner.

4. Party of the first part will grant and deliver to the party of the second part, the easement subject to said limitations.

5. Party of the second part shall cause a County road to be declared, and constructed, operated and maintained subject to the following limitations.

IN WITNESS WHEREOF the parties have hereunto placed their hands and seals this 3RD day of December, 1981.

BAR CROSS LAND AND LIVESTOCK COMPANY

By _____
President

SEAL

ATTEST: _____
Secretary

PARTY OF THE FIRST PART

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SUBLETTE

_____

_____

_____

ATTEST: _____
County Clerk

PARTY OF THE SECOND PART

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before by John Perry Barlow, President and Elaine Barlow Secretary on behalf of Bar Cross Land & Livestock Co. and County Commissioners C. Alexander, W.R.Tanner and F.E.Bousman on behalf of Sublette County this 3rd day December, 1981.

Witness my hand and official seal.

_____
Clerk of District Court

My Term Expires: January 3, 1983.

183149

[redacted] RECD January 7 1983 10[redacted] 9:00 A M
IN BOOK 37 Misc PAGE 492
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

Civil No. 2942

PAUL DANZIG, et. al

Plaintiffs,

vs.

JACK GRYNBERG & ASSOCIATES, et. al.

Defendants.

RELEASE OF NOTICE (OF JUDGMENT)

For and in consideration of the deposit with the United States District Court, District of Colorado, Bankruptcy Division, of sums in the amount of $7,150,000.00, and in accordance with the Orders of that Court in proceedings #81B00821M and #81B00825M dated September 22, 1981 and the Order of the Superior Court of the State of California for the County of Alameda, being action #462022-4, the Plaintiff and Judgment Creditor Class in the above-captioned action do hereby release all judgment liens filed on their behalf against Celeste Grynberg, Jack Grynberg and Jack Grynberg & Associates. This release does not constitute, nor create, a release of the judgment against Celeste Grynberg, Jack Grynberg and Jack Grynberg & Associates, nor does it constitute, nor create, a satisfaction of the judgment obtained in the above-captioned case against Celeste Grynberg, Jack Grynberg and Jack Grynberg & Associates, nor does it constitute, nor create, a waiver of any rights which the Plaintiff Class may have to execute against property belonging to Celeste Grynberg, Jack Grynberg and Jack Grynberg & Associates, including the right to obtain liens against Celeste Grynberg, Jack Grynberg and Jack Grynberg &

**

**

BANCROFT AVERY
& McALISTER
ATTORNEYS AT LAW
[illegible] MONTGOMERY STREET
SUITE [illegible]
SAN FRANCISCO, CA 94[illegible]
415 [illegible]

Associates should such action become necessary at a later date.

Witness my hand and seal this 23rd day of December, 1981.

BANCROFT, AVERY & McALISTER
WILLIAMS, PORTER, DAY &
NEVILLE, P.C.

By: _____
SANDRA J. SHAPIRO
Attorneys for Paul Danzig
and That Class of Judgment
Creditors Known as the Danzig
Class

STATE OF CALIFORNIA)
) SS.
CITY & COUNTY OF SAN FRANCISCO)

Subscribed and sworn to before me this 23rd day of December, 1981.

_____
Notary Public

My address is:

601 Montgomery Street, Suite 900
San Francisco, California 94111

OFFICIAL SEAL
CARL F. CRAWFORD
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires November 27, 1984

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract for Assignment dated the 5 day of January, 1982, between EDWARD McGRANN and SHIRLEY McGRANN formerly known as SHIRLEY ILLOWAY, husband and wife, as Sellers, and REX W. ORGILL and WINNIE L. ORGILL, husband and wife, as Buyers, the Sellers did agree to sell and the Buyers did agree to buy a certain tract of real property described as:

> Lot Ten (10) Scenic View Subdivision as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; to prior mineral reservations of record; and to Restrictions Governing Scenic View Subdivision recorded in Book 36 of Miscellaneous, page 383. on 2/7/80, office of the County Clerk.
> NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

Buyers' address for tax purposes is P. O. Box 545, Pinedale, Wyoming 82941

There are many other covenants in the original Contract for Assignment of which each party has a copy, and which is also escrowed in the First National Bank of Pinedale, Pinedale, Wyoming 82941.

DATED this 5 day of January, 1982.

SELLERS:

Edward McGrann

Edward McGrann

Shirley McGrann

Shirley McGrann

BUYERS:

Rex W. Orgill

Rex W. Orgill

Winnie L. Orgill

Winnie L. Orgill

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Edward McGrann and Shirley McGrann formerly known as Shirley Illoway this 5 day of January, 1982.

Witness my hand and official seal.

Notary Public

My commission expires:

My Commission expires February 22, 1933

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Rex W. Orgill and Winnie L. Orgill this 5 day of January, 1982.

Witness my hand and official seal.

Notary Public

My Commission expires:

My Commission expires February 22, 1983

RECORDED January 7th 19 82 1:25 PM

IN BOOK 37 Misc PAGE 494

FEES $ 4.00 Sue J. Yoder COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

494 159

MEMORANDUM OF SALE

TO WHOM IT MAY CONCERN:

Please take notice that HOBACK RANCHES, INC., a Wyoming corporation of Afton, Lincoln County, Wyoming, as SELLER, and LARRY K. FROST and JANE E. FROST, husband and wife, of 1020 Evergreen Way, Rock Springs, Wyoming 82901, as BUYER, have deliverd to the First National Bank of Jackson Hole of 101 W. Pearl, Jackson, Wyomingas Escrow Agent of the Parties, a Real Estate Sales Agreement dated the 15th day of December, 1977, wherein SELLER has agreed to sell and BUYER has agreed to buy, pursuant to the terms of said Agreement, the following described real property located in Sublette County, Wyoming, to-wit:

> Tract Number Sixteen of Sheet Number Six of the Hoback Ranches Subdivision according to that plat thereof as filed in the Public Records of Sublette County, Wyoming.(a/k/a W½NE¼SW¼ of Section 6, Township 36 North, Range 112 West of the 6th P.M., Sublette County, Wyoming.)

and a Warranty Deed conveying the property described above from SELLER to BUYER, which the said Escrow Agent shall hold, pursuant to the written Escrow Instructions, until the terms and conditions of the said Agreement have been fully complied with.

DATED: April 3, 1978

HOBACK RANCHES, INC.

(CORPORATE SEAL)

BY: Doyle Child
DOYLE F. CHILD, President

ATTEST: Dana L. Thomas
SECRETARY

Filed for record the 3rd day of April A.D. 1978 at 8:00 A.M. and recorded in Book 39 Misc. on Page 495
Sublette County Clerk
By Dorothy M. Lewis Deputy

STATE OF WYOMING)
SS
COUNTY OF)

Before me this day the undersigned authority personally appeared DOYLE F. CHILD, known by me personally to be the president of HOBACK RANCHES, INC., the SELLER described in the foregoing instrument, and acknowledged that he executed the foregoing instrument on behalf of and with authorization of the Board of Directors of said Corporation. Witness my hand and official seal this 25th day of April, 1978.

(NOTARIAL SEAL)

Dana Lee Dowell
NOTARY PUBLIC

My commission expires: March 5, 1982

MEMORANDUM OF SALE

TO WHOM IT MAY CONCERN:

Please take notice that HOBACK RANCHES, INC., a Wyoming corporation of Afton, Lincoln County, Wyoming, as SELLER, and DONOVAN E. JONES and ALYCE W. JONES, husband and wife, of Box 8, ~~of~~ Cowley, Wyoming 82420, as BUYER, have deliverd to the First Wyoming Bank - Jackson Hole of Jackson, Wyoming as Escrow Agent of the Parties, a Real Estate Sales Agreement dated the 18th day of July, 1977, wherein SELLER has agreed to sell and BUYER has agreed to buy, pursuant to the terms of said Agreement, the following described real property located in Sublette County, Wyoming, to-wit:

The S½ of Tract 14, Sheet 3 of the Hoback Ranches Subdivision according to plat thereof as filed in the Public Records of Sublette County, Wyoming.

and a Warranty Deed conveying the property described above from SELLER to BUYER, which the said Escrow Agent shall hold, pursuant to the written Escrow Instructions, until the terms and conditions of the said Agreement have been fully complied with.

DATED: April 23, 1981

(CORPORATE SEAL)

HOBACK RANCHES, INC.

BY: Doyle F. Child
DOYLE F. CHILD, President

ATTEST: Diane Thomas
SECRETARY

RECORDED January 8 1982 8:00 A.M.
IN BOOK 32 Misc PAGE 496
FEES $ 4.00 Paid
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thomas COUNTY CLERK

STATE OF WYOMING)
) SS
COUNTY OF)

Before me this day the undersigned authority personally appeared DOYLE F. CHILD, known by me personally to be the president of HOBACK RANCHES, INC., the SELLER described in the foregoing instrument, and acknowledged that he executed the foregoing instrument on behalf of and with authorization of the Board of Directors of said Corporation. Witness my hand and official seal this 25th day of April, 1981.

(S E A L)

NOTARY PUBLIC

My commission expires: [illegible]

MEMORANDUM OF SALE

TO WHOM IT MAY CONCERN:

Please take notice that HOBACK RANCHES, INC., a Wyoming corporation of Afton, Lincoln County, Wyoming, as SELLER, and CHARLES G. LESS and CHARLES E. LEE and ROY W. CHAPPELL, each having an undivided interest, of 325 Clark Street, Green River, Wyoming, as BUYER, have deliverd to the First National Bank of Jackson Hole Jackson, Wyoming 83001 as Escrow Agent of the Parties, a Real Estate Sale Agreement dated the 30th day of August, 1976, wherein SELLER has agreed to sell and BUYER has agreed to buy, pursuant to the terms of said Agreement, the following described real property located in Sublette County, Wyoming, to-wit:

N½ of Tract 8 of Sheet 10 of the Hoback Ranches Subdivision according to plat thereof filed in the Public Records of Sublette County, Wyoming. (a/k/a the N½SW¼NE¼ of Section 10, Township 30 North, Range 113 West of the 6th P.M., Wyoming.)

and a Warranty Deed conveying the property described above from SELLER to BUYER, which the said Escrow Agent shall hold, pursuant to the written Escrow Instructions, until the terms and conditions of the said Agreement have been fully complied with.

DATED: 4-23-77

HOBACK RANCHES, INC.

(CORPORATE)
SEAL

BY: Doyle F. Child
DOYLE F. CHILD, President

ATTEST: W. S. Ford
SECRETARY

RECORDED Jan 28 1982 8:20 AM
IN BOOK 39 Misc PAGE 497
FEE $4.00
COUNTY CLERK
By Dorothy M. Stevens

STATE OF WYOMING)
) SS
COUNTY OF Lincoln)

Before me this day the undersigned authority personally appeared DOYLE F. CHILD, known by me personally to be the president of HOBACK RANCHES, INC., the SELLER described in the foregoing instrument and acknowledged that he executed the foregoing instrument on behalf of said Corporation with authorization of Board of Directors of said Corporation. Witness my hand and official seal this 23rd day of April, 1977.

(S E A L)

NOTARY PUBLIC

My commission expires: March 4, 1982

[redacted] [redacted] [redacted]

MEMORANDUM OF SALE

TO WHOM IT MAY CONCERN:

Please take notice that HOBACK RANCHES, INC., a Wyoming corporation of Afton, Lincoln County, Wyoming, as SELLER, and SAMUEL SENKOW II, a single man of Box 2102, Jackson, Wyoming 83001 of _____, as BUYER, have deliverd to the First National Bank of Jackson Hole Jackson, Wyoming 83001 as Escrow Agent of the Parties, a Real Estate Sales Agreement dated the 17th day of June, 1977, wherein SELLER has agreed to sell and BUYER has agreed to buy, pursuant to the terms of said Agreement, the following described real property located in Sublette County, Wyoming, to-wit:

The N½ of Tract 11 of Sheet 7 of the Hoback Ranches Subdivision according to plat thereof filed in the Public Records of Sublette County, Wyoming. (a/k/a the NE¼SW¼NE¼ of Section 1, Township 36 North, Range 113 West of the 6th Principal Meridian, Wyoming.)

and a Warranty Deed conveying the property described above from SELLER to BUYER, which the said Escrow Agent shall hold, pursuant to the written Escrow Instructions, until the terms and conditions of the said Agreement have been fully complied with.

DATED: April 15 1977

HOBACK RANCHES, INC.

(CORPORATE SEAL)

BY: Doyle F. Child
DOYLE F. CHILD, President

ATTEST: By Robert D. Child
SECRETARY

185107

RECORDED January 8 1982 8:40 AM
IN BOOK 32 Misc PAGE 498
FEES $4.00 Laura J. Yule COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Dorothy M. Adams

STATE OF WYOMING)
) SS
COUNTY OF Lincoln)

Before me this day the undersigned authority personally appeared DOYLE F. CHILD, known by me personally to be the president of HOBACK RANCHES, INC., the SELLER described in the foregoing instrument, and acknowledged that he executed the foregoing instrument on behalf of and with authorization of the Board of Directors of said Corporation. Witness my hand and official seal this 15th day of April, 1977.

NOTARY (SEAL) PUBLIC

Notary Public
NOTARY PUBLIC

My commission expires: March 1, 1980

MEMORANDUM OF SALE

TO WHOM IT MAY CONCERN:

Please take notice that HOBACK RANCHES, INC., a Wyoming corporation of Afton, Lincoln County, Wyoming, as SELLER, and RALPH H. HANNA and ALBERTA P. HANNA, husband and wife, of 5161 Highway 41 North, Dade County, Florida, as BUYER, have deliverd to the First National Bank of Jackson Hole Jackson, Wyoming 83001 as Escrow Agent of the Parties, a Real Estate Sales Agreement dated the 18th day of October, 1977, wherein SELLER has agreed to sell and BUYER has agreed to buy, pursuant to the terms of said Agreement, the following described real property located in Sublette County, Wyoming, to-wit:

Tract 6 Sheet 6 of the Hoback Ranches Subdivision according to plat thereof filed in the Public Records of Sublette County, Wyoming. (a/k/a SW¼ SW¼, Section 6, Township 36 North, Range 112 West of the 6th P.M., Wyoming.)

and a Warranty Deed conveying the property described above from SELLER to BUYER, which the said Escrow Agent shall hold, pursuant to the written Escrow Instructions, until the terms and conditions of the said Agreement have been fully complied with.

DATED: October 25 1977

(CORPORATE SEAL)

HOBACK RANCHES, INC.

BY: Doyle F. Child
DOYLE F. CHILD, President

ATTEST:

Doyle F. Child
SECRETARY

RECORDED Nov 8 1977 8 o'clock A.M.
IN BOOK 37 Misc PAGE 499
FEES $4.00
Dorothy M. Thomas COUNTY CLERK
SUBLETTE COUNTY, WYOMING

STATE OF WYOMING)
) SS
COUNTY OF Sublette)

Before me this day the undersigned authority personally appeared DOYLE F. CHILD, known by me personally to be the president of HOBACK RANCHES, INC., the SELLER described in the foregoing instrument, and acknowledged that he executed the foregoing instrument on behalf of and with authorization of the Board of Directors of said Corporation. Witness my hand and official seal this 25th day of October 1977.

(SEAL)

Lee Lyman
NOTARY PUBLIC

My commission expires: March 1, 1979

[redacted] [redacted] [redacted]

MEMORANDUM OF SALE

TO WHOM IT MAY CONCERN:

Please take notice that HOBACK RANCHES, INC., a Wyoming corporation of Afton, Lincoln County, Wyoming, as SELLER, and THOMAS KERSHISNIK and MARY J. KERSHISNIK, husband and wife, by their entireties, of 210 Aspen Way, Rock Springs, WY 82901, as BUYER, have deliverd to the First National Bank of Jackson Hole Jackson, Wyoming 83001 as Escrow Agent of the Parties, a Real Estate Sales Agreement dated the 19th day of September, 19 73, wherein SELLER has agreed to sell and BUYER has agreed to buy, pursuant to the terms of said Agreement, the following described real property located in Sublette County, Wyoming, to-wit:

Tract 6 of Sheet 9 of the Hoback Ranches Subdivision according to plat thereof as filed in the Public Records of Sublette County, Wyoming. (a/k/a the NE¼NW¼ and SE¼NW¼ of Section 3, Township 36 North, Range 113 West of the 6th P.M., Wyoming.)

and a Warranty Deed conveying the property described above from SELLER to BUYER, which the said Escrow Agent shall hold, pursuant to the written Escrow Instructions, until the terms and conditions of the said Agreement have been fully complied with.

DATED: [illegible]

HOBACK RANCHES, INC.

(CORPORATE SEAL)

BY: [illegible]
DOYLE F. CHILD, President

ATTEST: [illegible]
SECRETARY

19819

STATE OF WYOMING)
) SS
COUNTY OF Lincoln)

FILED: January 8 80 8:00 A M
IN BOOK 39 Misc PAGE 500
FEES $4.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[illegible]

Before me this day the undersigned authority personally appeared DOYLE F. CHILD, known by me personally to be the president of HOBACK RANCHES, INC., the SELLER described in the foregoing instrument, and acknowledged that he executed the foregoing instrument on behalf of and with authorization of the Board of Directors of said Corporation. Witness my hand and official seal this 23rd day of [illegible], 19[illegible].

(SEAL)

[illegible]
NOTARY PUBLIC

My commission expires: [illegible]

501

MEMORANDUM OF SALE

TO WHOM IT MAY CONCERN:

Please take notice that HOBACK RANCHES, INC., a Wyoming corporation of Afton, Lincoln County, Wyoming, as SELLER, and HENRY J. LIKWARTZ of 827 West Street, Rock Springs, Wyoming 82901 of _____, as BUYER, have deliverd to the First Wyoming Bank of Jackson, Wyoming 83001 _____ as Escrow Agent of the Parties, a Real Estate Sales Agreement dated the 21st day of August, 1980, wherein SELLER has agreed to sell and BUYER has agreed to buy, pursuant to the terms of said Agreement, the following described real property located in Sublette County, Wyoming, to-wit:

Tract 1 of Sheet 9 of the Hoback Ranches Subdivision according to plat thereof filed in the Public Records of Sublette County, Wyoming.

and a Warranty Deed conveying the property described above from SELLER to BUYER which the said Escrow Agent shall hold, pursuant to the written Escrow Instructions, until the terms and conditions of the said Agreement have been fully complied with.

DATED: April 25 1980

HOBACK RANCHES, INC.

(CORPORATE)
SEAL

BY: Doyle Child
DOYLE F. CHILD, President

ATTEST: Robert D Child
SECRETARY

STATE OF WYOMING)
) SS
COUNTY OF Lincoln)

RECORDED Jan. Aug. 8 A.D. 80 8:00 A.M.
IN BOOK 54 Misc PAGE 501
FEE $4.00 Sue J. Yorke COUNTY CLERK
LINCOLN COUNTY, WYOMING
Kathy Matheson

Before me this day the undersigned authority personally appeared DOYLE F. CHILD, known by me personally to be the president of HOBACK RANCHES, INC., the SELLER described in the foregoing instrument, and acknowledged that he executed the foregoing instrument on behalf of and with authorization of the Board of Directors of said Corporation. Witness my hand and official seal this 25th day of April, 1980.

(SEAL)

Barbara Lincoln
NOTARY PUBLIC

My commission expires: March 1, 1983

MEMORANDUM OF SALE

TO WHOM IT MAY CONCERN:

Please take notice that HOBACK RANCHES, INC., a Wyoming corporation of Afton, Lincoln County, Wyoming, as SELLER, and PAUL R. RAMSEY and DOROTHY A. RAMSEY, husband and wife, and PAUL R. RAMSEY, a single man, all of 6270 Cottle Road, San Jose, CA 95123 as BUYER, have deliverd to the First National Bank of Jackson Hole of Jackson, Wyoming 83001 as Escrow Agent of the Parties, a Real Estate Sales Agreement dated the 30th day of July, 19 77, wherein SELLER has agreed to sell and BUYER has agreed to buy, pursuant to the terms of said Agreement, the following described real property located in Sublette County, Wyoming, to-wit:

W½ Tract 10 of Sheet 12 of the Hoback Ranches Subdivision according to plat thereof as filed in the Public Records of Sublette County, Wyoming (a/k/a the W½NW¼NW¼ of Section 12, Township 36 North, Range 113 West of the 6th Principal Meridian, Wyoming).

and a Warranty Deed conveying the property described above from SELLER to BUYER, which the said Escrow Agent shall hold, pursuant to the written Escrow Instructions, until the terms and conditions of the said Agreement have been fully complied with.

DATED: October 23 1981

HOBACK RANCHES, INC.

(CORPORATE) SEAL

BY: Doyle F. Child
DOYLE F. CHILD, President

ATTEST: Robert D. Child
SECRETARY

RECORDED January 8 1982 8:00 A.M.
IN BOOK 39 Misc PAGE 502
FEE $4.00 Laura Yates COUNTY CLERK
by Dorothy M. Adams

STATE OF WYOMING)
) SS
COUNTY OF Lincoln)

Before me this day the undersigned authority personally appeared DOYLE F. CHILD, known by me personally to be the president of HOBACK RANCHES, INC., the SELLER described in the foregoing instrument, and acknowledged that he executed the foregoing instrument on behalf of and with authorization of the Board of Directors of said Corporation. Witness my hand and official seal this 23rd day of October, 19 81.

(S E A L)

NOTARY PUBLIC

My commission expires: August 8, 1985

502

MEMORANDUM OF SALE

TO WHOM IT MAY CONCERN:

Please take notice that HOBACK RANCHES, INC., a Wyoming corporation of Afton, Lincoln County, Wyoming, as SELLER, and HUGH B. FROHBIETER and MILDRED I. FROHBIETER, husband and wife, of Box 148, Jeffrey City, Wyoming 82310, as BUYER, have deliverd to the First National Bank of Jackson Hole, Jackson, Wyoming as Escrow Agent of the Parties, a Real Estate Sales Agreement dated the 7th day of September, 19 77, wherein SELLER has agreed to sell and BUYER has agreed to buy, pursuant to the terms of said Agreement, the following described real property located in Sublette County, Wyoming, to-wit:

S½ of Tract 10 of Sheet 9 of the Hoback Ranches Subdivision according to plat thereof as filed in the Public Records of Sublette County, Wyoming. (a/k/a S½SW¼NW¼ of Section 3, Township 36 North, Range 113 West of the 6th P.M., Sublette County, Wyoming)

and a Warranty Deed conveying the property described above from SELLER to BUYER, which the said Escrow Agent shall hold, pursuant to the written Escrow Instructions, until the terms and conditions of the said Agreement have been fully complied with.

DATED: September 23, 1977

HOBACK RANCHES, INC.

(CORPORATE SEAL)

BY: Doyle F. Child
DOYLE F. CHILD President

ATTEST: Robert Child
SECRETARY

10:2202

RECORDED [illegible] IN BOOK 53 FEES $4.00 SURETY

Sept 23 1977 8:00 A.M. Rec'd PAGE 503 of Records COUNTY CLERK LINCOLN COUNTY, WYOMING by Dorothy M. Kline

STATE OF WYOMING)
) SS
COUNTY OF Lincoln)

Before me this day the undersigned authority personally appeared DOYLE F. CHILD known by me personally to be the president of HOBACK RANCHES, INC. the SELLER described in the foregoing instrument, and acknowledged that he executed the foregoing instrument on behalf of said Corporation with authorization of Board of Directors of said Corporation. Witness my hand and official seal this 23rd day of September, 19 77.

(S E A L)

NOTARY PUBLIC

My commission expires: [illegible]

[redacted] [redacted] [redacted]

MEMORANDUM OF SALE

TO WHOM IT MAY CONCERN:

Please take notice that HOBACK RANCHES, INC., a Wyoming corporation of Afton, Lincoln County, Wyoming, as SELLER, and

Larry B. Bashford, a married man, as his sole property, an undivided 1/3 interest; Thomas C. Head and Josephine Head, husband and wife, an undivided 1/3 interest; Jack H. Dennis, Jr. and Sandra J. Dennis, husband and wife, an undivided 1/3 interest, all of Jackson, Wyoming 83001

as BUYER, have deliverd to the First National Bank of Jackson Hole, Jackson, Wyoming 83001 as Escrow Agent of the Parties, a Real Estate Sales Agreement dated the 26th day of July, 1977, wherein SELLER has agreed to sell and BUYER has agreed to buy, pursuant to the terms of said Agreement, the following described real property located in Sublette County, Wyoming, to-wit:

Tract 24 of Sheet 8 of the Hoback Ranches Subdivision according to plat thereof filed in the Public Records of Sublette County, Wyoming. (a/k/a The SW¼SW¼ of Section 2, Township 36 North, Range 113 West of the 6th P.M., Wyoming.)

and a Warranty Deed conveying the property described above from SELLER to BUYER, which the said Escrow Agent shall hold, pursuant to the written Escrow Instructions, until the terms and conditions of the said Agreement have been fully complied with.

DATED: April 1st

HOBACK RANCHES, INC.

(CORPORATE) SEAL

BY: Doyle Child
DOYLE F. CHILD, President

ATTEST: Robert D. Child
SECRETARY

183803

STATE OF WYOMING)
) SS
COUNTY OF Lincoln)

RECORDED January 8 1982 8:00 A.m.
IN BOOK 39 Misc 504
FEES $5.00
COUNTY CLERK
WYOMING
by Dorothy McKenzie

Before me this day the undersigned authority personally appeared DOYLE F. CHILD, known by me personally to be the president of HOBACK RANCHES, INC., the SELLER described in the foregoing instrument, and acknowledged that he executed the foregoing instrument on behalf of and with authorization of the Board of Directors of said Corporation. Witness my hand and official seal this 1st day of April, 1981.

(S E A L)

NOTARY PUBLIC

My commission expires: April 8, 1982

505

MEMORANDUM OF SALE

TO WHOM IT MAY CONCERN:

Please take notice that HOBACK RANCHES, INC., a Wyoming corporation of Afton, Lincoln County, Wyoming, as SELLER, and VERNON L. BUNDY and SANDRA M. BUNDY, husband and wife, of 225 South Highland, Creve Coeur, Illinois 61611, as BUYER, have deliverd to the First National Bank of Jackson Hole of Jackson, Wyoming 83001 as Escrow Agent of the Parties, a Real Estate Sales Agreement dated the 10th day of November, 1977, wherein SELLER has agreed to sell and BUYER has agreed to buy, pursuant to the terms of said Agreement the following described real property located in Sublette County, Wyoming, to-wit:

> Tract 8 of Sheet 12 of the Hoback Ranches Subdivision according to plat thereof as filed in the Public Records of Sublette County, Wyoming. (a/k/a NW¼NW¼NE¼ Section 12, Twonship 36 North, Range 113 West of the 6th P.M., Sublette County, Wyoming.)

and a Warranty Deed conveying the property described above from SELLER to BUYER, which the said Escrow Agent shall hold, pursuant to the written Escrow Instructions, until the terms and conditions of the said Agreement have been fully complied with.

DATED: April 23 1982

HOBACK RANCHES, INC.

(CORPORATE)
SEAL

BY: Doyle Child
DOYLE F. CHILD, President

ATTEST:
Robert Child
SECRETARY

183204

STATE OF WYOMING)
) SS
COUNTY OF Lincoln)

RECORDED May 8 1982 8:40 A.M.
IN BOOK 6 PAGE 505
FEES $4.00
Shirley Jack COUNTY CLERK
SUBLETTE, WYOMING
by Dorothy M. Thurman

Before me this day the undersigned authority personally appeared DOYLE F. CHILD, known by me personally to be the president of HOBACK RANCHES, INC., the SELLER described in the foregoing instrument, and acknowledged that he executed the foregoing instrument on behalf of and with authorization of the Board of Directors of said Corporation. Witness my hand and official seal this 23rd day of April 1982.

(SEAL)
NOTARY PUBLIC

Lorraine Dressen
NOTARY PUBLIC

My commission expires: March 5, 1985

AGREEMENT
FOR
SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT made and entered this 23rd day of June, 1979, by and between FLOYD A. SCHNEIDER and SHIRLEY J. SCHNEIDER, husband and wife, of Pinedale, Wyoming, Parties of the First Part and hereinafter called the "Seller", and WILLIAM T. MARCHWICK of Wamsutter, Wyoming, Party of the Second Part and hereinafter called the "Purchaser",

W I T N E S S E T H:

1-

Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the following described real estate situate in the County of Sublette and State of Wyoming, to-wit:

Township 27 North, Range 115 West of the 6th P.M.

Section 11 - E/2 SW/4 SE/4

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO all easements and rights of way of record or in actual use, AND SUBJECT FURTHER TO all outstanding mineral interests,

for the sum of TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($27,500.00) which said sum shall be payable in the manner and at the times hereinafter set forth, to-wit:

(a) FIVE HUNDRED DOLLARS ($500.00) upon execution of this agreement, receipt whereof by Seller is hereby acknowledged;

(b) THREE THOUSAND FIVE HUNDRED DOLLARS ($3,500.00) on the 1st day of August, 1979;

189205

RECORDED [illegible] 8 [illegible] M.
IN BOOK 39 Misc. PAGE 506
[illegible] COUNTY CLERK
[illegible] COUNTY CLERK
by Dorothy Mitchell

(c) TWENTY-THREE THOUSAND FIVE HUNDRED DOLLARS ($23,500.00) on the 31st day of July, 1989;

2-

Interest on the unpaid purchase price shall accrue from and after the 1st day of August, 1979, at the rate of TEN PER CENT (10%) PER ANNUM and said interest shall be payable on the 1st day of February, 1980, and semi-annually thereafter until said purchase price has been fully paid;

3-

Purchaser may enter into possession of the above property and premises after the 1st day of August, 1979, PROVIDED THAT the installment of purchase price due on said 1st day of August, 1979, shall have been made;

4-

All taxes upon the aforesaid property for the year 1979 and prior years shall be paid by the Seller; all taxes for the year 1980 and thereafter throughout the term hereof shall be paid by the Purchaser and Purchaser shall not suffer the same to become delinquent and in event of delinquency the Seller may pay said taxes and the amount so paid shall be deemed part of the purchase price hereof and shall be payable forthwith together with interest at the rate of TEN PER CENT (10%) PER ANNUM until paid, without prejudice to any other right of Seller by reason of said delinquency;

5-

Seller shall, provided Purchaser has performed all promises on the part of Purchaser hereunder to be performed, and PROVIDED FURTHER THAT the purchase price hereof and all interest have been fully paid, execute and deliver to Purchaser a statutory

form of warranty deed conveying the above described property and premises unto the Purchaser, and said property shall be conveyed FREE AND CLEAR of all exceptions, reservations, liens and encumbrances EXCEPT as above described and EXCEPT those taxes for the payment of which the Purchaser is obligated hereunder;

6-

Seller shall present to Purchaser ON OR BEFORE August 15, 1979, an abstract of title which shall be continued to the 1st day of August, 1979, or beyond; Purchaser shall have the abstract, and the continuation thereof, examined at his option and by an attorney of his choice and shall secure from such attorney a written opinion of title to the aforesaid property based upon said abstract; if such opinion shows title held by any person or persons other than Seller, or shows defects, liens, encumbrances, exceptions and reservations other than as herein provided, the Seller shall be so notified and shall have THIRTY (30) DAYS after the date of said attorney's opinion in which to cure or eliminate the same and if Seller shall fail or neglect to do so then, Purchaser at his option, may either accept the title with such defects and objections as shown in the attorney's opinion or terminate and rescind this agreement, in which event Purchaser shall be entitled to have restored to him all sums of money paid hereunder and Purchaser shall immediately surrender possession of the property unto the Seller;

All costs of abstracting shall be paid by Seller; all costs of securing the opinion of title, including attorney's fees, shall be paid by the Purchaser;

7-

In the event Purchaser shall fail to pay taxes when due or to make any installment of the purchase price or interest

508

when due or shall otherwise fail to perform any other covenant hereof, Seller may upon THIRTY (30) DAYS' written notice declare the entire unpaid balance of purchase price, together with all accrued interest, immediately due and payable and upon the Purchaser's failure to pay said amount or any other amount required of Purchaser hereunder or otherwise shall fail to remedy defaults hereunder, Seller may cancel and terminate this agreement and all right, title and interest of the Purchaser hereunder, and said notice shall be deemed a declaration of forfeiture and no further notice shall be required of Seller;

Upon termination of this agreement as herein provided Seller shall retain all sums of money, theretofore paid by Purchaser, as rent for the property and as liquidated damages for the breach hereof and Purchaser shall relinquish full and peaceful possession of the property including all improvements thereon placed by Purchaser;

Seller may bring an action in the appropriate court to foreclose all right, title and interest of the Purchaser and his heirs, devisees, legatees and assigns in said property by a strict foreclosure in equity and upon entry of judgment and decree in said action Seller shall be entitled to receive in addition to costs of suit a reasonable allowance of attorney fees;

8-

Notice of forfeiture or any other notice hereunder may be given by mailing such notice by first class mail addressed to Purchaser as follows, to-wit:

WILLIAM T. MARCHWICK
General Delivery
Wamsutter Wyoming 82336

The foregoing address of Purchaser may from time to time be modified in accordance with the desire of the Purchaser, any such modification shall be in writing and signed by the Purchaser;

9-

Purchaser shall not assign this agreement nor part with possession of any of the above described lands and premises without first having obtained the written consent and permission thereto of the Seller;

10-

This agreement shall be binding upon and shall inure to the parties hereto and their heirs, devisees, legatees and assigns;

11-

This agreement is signed by SHIRLEY J. SCHNEIDER as the wife of FLOYD A. SCHNEIDER and SHIRLEY J. SCHNEIDER represents and warrants that she does not occupy the above described premises as a homestead nor claim the same as a homestead and releases all rights in said premises under the homestead exemption laws of the State of Wyoming.

WITNESS OUR HANDS the day and year first above written.

Floyd A. Schneider
FLOYD A. SCHNEIDER, Seller

Shirley J. Schneider
SHIRLEY J. SCHNEIDER, Seller

William T. Marchwick
WILLIAM T. MARCHWICK, Purchaser

510

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by FLOYD A. SCHNEIDER and SHIRLEY J. SCHNEIDER, husband and wife, this 5th day of July, 1979.

Witness my hand and official seal.

FAYE HAMMONS - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My commission expires Nov. 22, 1981

faye Hammons
Notary Public

My commission expires:

STATE OF WYOMING)
) ss
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me by WILLIAM T. MARCHWICK this 25th day of July, 1979.

Witness my hand and official seal.

Notary Public

My commission expires: 5-24-81

NOTARY PUBLIC
SWEETWATER COUNTY

[redacted] [redacted] [redacted]

REAL ESTATE SALE AGREEMENT

THIS AGREEMENT made and entered at Pinedale, Wyoming, this 29th day of August, 1980, by and between FLOYD A. SCHNEIDER and SHIRLEY J. SCHNEIDER, husband and wife, of Pinedale, Wyoming 82941, Parties of the First Part and hereinafter called "Seller", and THEODORE D. MASON and PAMELA A. MASON, husband and wife, of 5343 Sioux Avenue, Sierra Vista, Arizona 85635, Parties of the Second Part and hereinafter called "Purchaser",

W I T N E S S E T H:

Seller agrees to sell and Purchaser agrees to purchase the following described lands and real estate situate in the County of Sublette and State of Wyoming, to-wit:

Township 27 North, Range 115 West of the 6th P.M.

Section 11 - W/2 SW/4 SE/4

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO all roads, telephone transmission lines, electric transmission lines, pipelines and irrigation canals and ditches in actual use and to easements and rights of way therefor of record, AND SUBJECT FURTHER TO all outstanding mineral interests, BUT OTHERWISE FREE AND CLEAR of all encumbrances and taxes, EXCEPT accruing taxes, and outstanding interests,

for the sum of TWENTY-FIVE THOUSAND DOLLARS ($25,000) and the interest thereon accruing at the rate of TEN PER CENT (10%) PER ANNUM from the 1st day of October, 1980, to be paid in the manner and at the times and amounts as hereinafter set forth, to-wit:

(a) TWENTY-FIVE HUNDRED DOLLARS ($2,500) upon execution of this agreement, receipt whereof is hereby acknowledged;

183206

RECORDED January 8 19[illegible] 11:00 AM
IN BOOK 39 Misc PAGE 512
FEES $16.00 Doris Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Whitmore

(b) THIRTY-FIVE HUNDRED DOLLARS ($3,500) on the 29th day of September, 1980;

(c) FOUR HUNDRED THREE DOLLARS SEVENTY CENTS ($403.70) on the 10th day of November, 1980, and FOUR HUNDRED THREE DOLLARS SEVENTY CENTS ($403.70) on the 10th day of each and every month thereafter succeeding until in said manner a total of SIXTY (60) monthly installments of the purchase price and interest have been made, all payments so made shall be first credited to the accrued interest and the balance to the purchase price;

All payments of the purchase price and interest shall be paid to FLOYD A. SCHNEIDER and SHIRLEY J. SCHNEIDER at Pinedale, Wyoming, or such other place as may be hereinafter designated;

Seller shall not be obligated to accept any of the foregoing installments of the purchase price and interest EXCEPT at the times and in the amounts hereinabove indicated; Seller agrees, however, that AFTER THE 1ST OF JANUARY, 1981, Purchaser may at the option of Purchaser pay the balance of the purchase price in part or in full, together with the interest accrued to date of payment;

THE PARTIES FURTHER AGREE AS FOLLOWS:

1- Possession, assessment, liens, taxes and buildings.

(a) Purchaser may have possession of the above property upon execution of this agreement, Purchaser has inspected the property and accepts the property in its present condition;

(b) Purchaser shall not surrender possession of the above property nor part with possession to any persons whomso-

ever, nor shall Purchaser assign or sell this agreement to any person whomsoever without first having obtained the written consent thereto of the Seller;

(c) Purchaser shall pay BEFORE DELINQUENCY all taxes and assessments on the property coming due ON AND AFTER JANUARY 1, 1981;

(d) Purchaser shall not suffer nor permit any liens, other than liens of taxes, encumbrances and mortgages to accrue or attach to the above property during the term hereof and in event the same shall accrue or attach Purchaser shall immediately pay and dissolve the same and upon failure to do so the Seller may pay the same and all sums so expended by Seller in the satisfaction, dissolution and discharge thereof shall accrue interest at the rate of TEN PER CENT (10%) PER ANNUM from the time of payment and the same shall be immediately due and payable by Purchaser unto Seller;

(e) If Purchaser fails or neglects to pay any installment of taxes or assessments, when due, Seller shall have the right to make such payment and to add the amount thereof, together with interest at TEN PER CENT (10%) PER ANNUM, to the obligation of Purchaser hereunder;

2- Marketability of property - title insurance.

On the date hereof Seller represents that the property is SUBJECT ONLY TO the encumbrances and outstanding interests as above described; Seller shall provide proof thereof in the form of commitment for title insurance to be issued by THE TITLE GUARANTY COMPANY OF WYOMING, INC., within TEN (10) DAYS hereafter and if said commitment shows the property to be other than as hereby represented Purchaser may then rescind the within agreement and recover back all monies paid hereunder; further Seller shall not do, or cause or permit any act to be done

STW

during the term of this agreement which will further burden or encumber the property or adversely affect title thereto nor otherwise interfere with the Purchaser's full use and enjoyment thereof and Seller shall reimburse Purchaser for any and all expenses and costs incurred by Purchaser in the protection of Purchaser's rights hereunder or in the enforcement of this provision, the same to be paid immediately upon demand;

At the option of Seller, Seller may provide abstract of title instead of commitment for title insurance as above provided and said abstract shall show marketable title in the Seller and if not so marketable Purchaser may rescind the within agreement and recover back all monies paid hereunder;

3- Delivery of warranty deed.

Upon payment of the purchase price and all interest, AND PROVIDED THAT Purchaser has otherwise performed as required of Purchaser herein, Seller shall convey the above property unto THEODORE D. MASON and PAMELA A. MASON, husband and wife, and to the survivor thereof, as tenants by the entirety, by means of statutory form of warranty deed;

4- Taxes and assessments.

All taxes assessed and levied upon the property in the year 1980 and prior thereto shall be paid by Seller;

5- Timely performance - default.

Time is of the essence of this agreement and the Purchaser shall make all payments promptly as herein provided; Purchaser expressly understands and agrees that if Purchaser shall fail to make any of the aforesaid payments to the Seller, in the amount, manner and within the time herein provided, or should Purchaser

375

fail to perform any of the other terms and conditions hereof, in the manner and within the time herein provided, and shall fail to make said delinquent payments and otherwise remedy the default of other terms and conditions WITHIN THIRTY (30) DAYS after written notice is deposited in the United States mail, postage prepaid, and addressed to the Purchaser at the address of Purchaser hereinabove set forth, the Seller may at the option of Seller declare this contract ended, cancelled, and of no further force and effect, and Seller may file for record in the office of the county clerk a declaration of forfeiture (setting forth the facts of such failure on the part of Purchaser) and the same shall be sufficient to cancel all obligations hereunder on the part of Seller and shall fully reinvest Seller with all rights, title and interest hereby agreed to be sold, conveyed or delivered and Purchaser shall forfeit all sums paid hereunder; Purchaser shall further forfeit all right, title and interest in and to the above property including any and all improvements and the Seller shall have the right to re-enter and take possession, without demand, of the above described real property and all improvements thereon including those erected or placed thereon by Purchaser and in event of such repossession the Seller may keep said real property their own and absolute property being hereby released from all obligations at law and in equity to convey said property, and in such case all monies forfeited as described above shall be considered as rental for said property and as liquidated damages for failure on the part of Purchaser to perform and comply with the terms of this agreement;

6- Construction.

All words used in this agreement including the words "Purchaser" and "Seller" shall be construed to include the plural as well as the singular number and words used herein in the

present tense shall include the future as well as the present and words used in the masculine gender shall include the feminine and neuter;

7- Effect of waiver.

The waiver by Seller of any covenant, condition or agreement herein contained shall not vitiate the same and the terms, conditions, covenants and agreements set forth herein shall apply, inure to and bind the heirs, executors, administrators and assigns of the respective parties hereto;

8- Persons bound.

All provisions hereof shall extend to, inure to the benefit of and be binding upon the respective parties and their heirs, devisees, personal representatives and assigns;

9- Supersedes purchase offer and acceptance.

The purchase offer, acceptance and receipt made by the parties hereto on the 29th day of August, 1980, is hereby rescinded and this agreement does supersede and take the place thereof and said purchase offer, acceptance and receipt is hereby made null and void.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

FLOYD A. SCHNEIDER, Seller

SHIRLEY J. SCHNEIDER, Seller

THEODORE D. MASON, Purchaser

PAMELA A. MASON, Purchaser

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by FLOYD A. SCHNEIDER and SHIRLEY J. SCHNEIDER, husband and wife, this 29th day of September, 1980.

Witness my hand and official seal.

Faye Hammons
Notary Public

My commission
expires: 1/22/83

FAYE HAMMONS Notary Public
County of Sublette State of Wyoming
My Commission expires November 22, 1983

Arizona
STATE OF ~~WYOMING~~
Cochise ss
COUNTY OF ~~LINCOLN~~

The foregoing instrument was acknowledged before me by THEODORE D. MASON and PAMELA A. MASON, husband and wife, this 20 day of September, 1980.

Witness my hand and official seal.

Cary W Pemach
Notary Public

My commission
expires:
December 31, 1982

Re Recorded
Bk 787

188213

RECORDED January 8th 1982 4:55 PM
IN BOOK 39 Misc PAGE 579
FEES $ 4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McClure

BILL OF SALE

TO

REX AND LINDA POULSON

STATE OF WYOMING)
: ss
COUNTY OF SUBLETT)

GARRETTS' ROD COMPANY does hereby sell and convey all of the assets of Garretts Outdoor Shop; including all inventory, leasehold improvements, supplies, rental equipment, fixtures and business equipment on hand at this date, January 8, 1982, for the sum of one dollar and other valuable consideration, including the satisfactory completion of a note due January 10, 1985.

Upon signature of this bill of sale we also hereby agree not to engage in any competing enterprise directly or indirectly without a written agreement between both parties, also the sellers shall retain the right to purchase merchandise at wholesale plus costs basis for the sole use of the sellers and their immediate family only. Said purchases shall be made from current inventory only at the option of the new owners.

Robert S. Garrett

Elaine M Garrett

Subscribed and sworn to before me this

8th day of January, 1982.

Witness my hand and official seal

E Mills deputy

~~Notary Public~~
Lois J. Yake County Clerk

My ~~commission~~ term Expires:

ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, FEAR RANCHES, INCORPORATED, a Colorado corporation (the "Assignor"), hereby irrevocably and perpetually assigns and conveys to FRANK FEAR CATTLE CO., a Wyoming corporation (the "Assignee"), its successors and assigns, ASSIGNOR'S entire beneficial interest in and to the exclusive and uninterrupted use and enjoyment of the following real property located in Sublette and Lincoln Counties, Wyoming, and more particularly described in the schedule attached hereto (the "Property").

Common Descriptions	Number of Acres
Alimony Ridge	1,279.36 acres
Homestead	160.00 acres
Tartar-Huddleston	642.05 acres
Mac Glashan	429.00 acres
Fitzpatrick-Cotton	349.30 acres
The Bench	270.00 acres
Total Acreage	3,129.71 acres

Together with grazing permits from the United States Bureau of Land Management and related to the Reardon property (the "Permits") as follows:

District 4 - 9,238 AUM

District 5 - 1,763 AUM

Together with Assignor's right to use and occupy ~~2290.08~~ 1920 acres of land leased from the Wyoming Commission of Public Lands, subject to approval of the State of Wyoming.

The Property and the Permits are subject to a Mortgage dated May 21, 1979 in favor of The Travelers Insurance Company (the "Mortgage"). This Assignment is subject to all of the terms and conditions of the Mortgage.

188217

RECORDED January 11 1982 8:00 A.M.
IN BOOK 9 Misc PAGE 520
FEES $ Lana J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M. Lewis

Assignor hereby covenants and agrees with Assignee as follows:

1. To perform faithfully all of Assignor's obligations pursuant to the Mortgage and to pay, before the same become delinquent, all taxes, assessments, water and other charges upon or against the Property now or hereafter levied or assessed; all dues and assessments upon water or ditch rights appurtenant to the Property and all rents, fees or charges under the terms of the grazing permits hereinabove assigned;

2. To indemnify and hold Assignee harmless with respect to any and all liability or expenses, including attorneys' fees, arising out of any default by Assignor under the terms of the Mortgage, or any failure by Assignor to pay any taxes, assessments, fees or other charges described in paragraph 1 above before the same become delinquent, provided that at the time of such default Assignee shall not be in default in performance of any of Assignee's covenants set forth below or in payment of Assignee's assumed portion ($246,642) of Assignor's obligations to Travelers Insurance Company pursuant to a promissory note which has an outstanding principal amount of $890,000 and bears interest at a rate of 8-1/2 per cent per annum (the "Note");

3. To execute and deliver to Assignee, on January 1, 1984, or on such earlier date as the Mortgage shall be released, special warranty deeds conveying to Assignee legal title to the Property, provided, however, that Assignor shall have no obligation to execute and deliver such deeds during any time the Assignee is in default in performance of any of its covenants set forth below, or in payment of its assumed portion of the Note. Without prejudice to any other legal or equitable rights of the Assignee, this obligation shall be enforceable by the remedy of specific performance;

4. Promptly to take all appropriate steps with the Bureau of Land Management with respect to the permits in order to permit their exclusive use by Assignee, including making such changes in the records of said Bureau as may be appropriate to reflect the transfer of the Reardon Property hereunder. Without prejudice to any other legal or equitable rights of the Assignee, this obligation shall be enforceable by the remedy of specific performance;

5. To prosecute or join in any suit, action or proceeding to enforce or protect any rights of Assignee with respect to the Property, at Assignee's request, to the extent Assignor shall be a necessary party to such action, suit or proceeding, provided that Assignee shall bear all costs and expenses, including attorneys' fees, incurred by Assignor in connection therewith and shall indemnify Assignor and hold it harmless with respect to any liability arising by reason of such participation; and

6. To notify Assignee promptly of the commencement of any action, suit or proceeding, including any condemnation proceeding, to which Assignor is a party, whereby the rights of Assignee with respect to the Property may be affected in any manner; and to permit Assignee, at its own expense, to participate in the prosecution or defense of any such action; and to pay to Assignee such portion of the net proceeds of any judgment, award or settlement in any condemnation or other proceeding, as may be properly allocable to the Property, after deducting amounts paid pursuant to the Mortgage.

Acceptance and Covenants of Assignee

Assignee hereby accepts the foregoing Assignment and in consideration therefor covenants and agrees with Assignor as follows:

1. To pay to Assignor, before the same become delinquent, the amount of all of taxes, assessments, water and other charges upon or against the Property now or hereafter levied or assessed; all dues and assessments upon water or ditch rights appurtenant to the Property; and all rents, fees or charges under the terms of the grazing permits hereinabove assigned, provided that in the event Assignor shall fail to pay any such taxes or other charges to the appropriate authorities when due, Assignee shall be entitled to pay such amounts directly to such authorities, until such time as Assignor shall have cured any such delinquency;

2. To keep any buildings and other fixtures upon the Property insured against such hazards and in such amounts and on such terms as may be required by the mortgagee pursuant to the Mortgage;

3. To commit no act or omission which would constitute or cause a default under the Mortgage, or which would give the mortgagee the right to accelerate or refinance the obligation secured by the Mortgage;

4. To enter into no lease, reassignment or other transaction transferring or purporting to transfer any of Assignee's rights hereunder without the prior written consent of Assignor, which consent shall not be unreasonably withheld, and the agreement of the transferee to be bound by the terms of this Agreement; and

5. To indemnify and hold Assignor harmless with respect to all liability and expenses, including attorneys' fees, whether in tort, contract, or otherwise, arising out of or in connection with the use and enjoyment of the Property, the breach by Assignee of any of its covenants set forth herein, or the default by Assignee in payment of the Note, provided that Assignor shall give Assignee prompt notice of the assertion or commencement of any claim, action or proceeding by any third party and an opportunity to participate in the defense thereof.

The obligations of the Assignee pursuant to the foregoing covenants are not secured by the Property and a breach of any such covenant by Assignee shall not affect the foregoing

573

Assignment. It is contemplated that the Assignee may desire to record this Assignment and the schedule attached hereto in the records of Sublette and Lincoln Counties, State of Wyoming; and such recording is hereby expressly authorized.

EXECUTED as of the date first above written.

FEAR RANCHES, INCORPORATED

By Kenneth Fear
President

ATTEST:

C B Fear Jr
Secretary

FRANK FEAR CATTLE CO.

By Frank Fear
President

ATTEST:

Betty Fear
Secretary

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing was acknowledged before me on 3rd August, 1981, by Kenneth Fear and C. A. Fear, Jr., President and Secretary, respectively of Fear Ranches, Incorporated.

WITNESS my hand and official seal.

My Commission expires: 27 September 1984

JO ANN MAHONEY
NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires Sept. 27, 1984

(SEAL)

Jo Ann Mahoney
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing was acknowledged before me on 3rd August, 1981, by Frank A. Fear and Betty Fear, President and Secretary, respectively, of Frank Fear Cattle Co.

WITNESS my hand and official seal.

My Commission expires: 27 September 1984

JO ANN MAHONEY
NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires Sept. 27, 1984

(SEAL)

Jo Ann Mahoney
Notary Public

DESCRIPTION FOR

FRANK FEAR CATTLE COMPANY

SCHEDULE OF PROPERTY ASSIGNED

in

Sublette County, Wyoming

TARTER--HUDDLESTON--The west half of the northwest quarter ($W\frac{1}{2}NW\frac{1}{4}$) and the northwest quarter of the southwest quarter ($NW\frac{1}{4}SW\frac{1}{4}$) of Section 16 and the northeast quarter of the southeast quarter ($NE\frac{1}{4}SE\frac{1}{4}$) of Section 17 and the south half of the southwest quarter ($S\frac{1}{2}SW\frac{1}{4}$) of Section 16 and the north half of the northwest quarter ($N\frac{1}{2}NW\frac{1}{4}$) and Lots 3, 8, 11 and 12 of Section 21 of Township 29 North, Range 111 West of the Sixth Principal Meridian, encompassing 482.05 acres, more or less.

The northeast quarter ($NE\frac{1}{4}$) of Section 17 in Township 29 North, Range 111 West of the Sixth Principal Meridian, encompassing 160 acres.

ALIMONY RIDGE--The southeast quarter of the northwest quarter ($SW\frac{1}{4}NW\frac{1}{4}$) and the northeast quarter of the southwest quarter ($NE\frac{1}{4}SW\frac{1}{4}$) and the northeast quarter of the northeast quarter ($NE\frac{1}{4}NE\frac{1}{4}$) and the south half of the northeast quarter ($S\frac{1}{2}NE\frac{1}{4}$), and the north half of the southeast quarter ($N\frac{1}{2}SE\frac{1}{4}$) of Section 11; the northwest quarter ($NW\frac{1}{4}$) and the north half of the southwest quarter ($N\frac{1}{2}SW\frac{1}{4}$) and the west half of the northeast quarter ($W\frac{1}{2}NE\frac{1}{4}$) and the north half of the southeast quarter ($N\frac{1}{2}SE\frac{1}{4}$), and the southeast quarter of the southeast quarter ($SE\frac{1}{4}SE\frac{1}{4}$) of Section 12; and the east half of the northeast quarter ($E\frac{1}{2}NE\frac{1}{4}$) of Section 13, in Township 29 North of Range 112 West of the Sixth Principal Meridian; the southeast quarter ($SE\frac{1}{4}$) of Section 7 and Lots 1 and 2 and the east half of the northwest quarter ($E\frac{1}{2}NW\frac{1}{4}$), and the northeast quarter ($NE\frac{1}{4}$) of Section 18 in Township 29 North, Range 111 West of the Sixth Principal Meridian, encompassing 1279.36 acres, more or less. Together with all improvements thereon.

MacGLASHAN-- All of the $SE\frac{1}{4}$ and $SE\frac{1}{4}SE\frac{1}{4}$ of Section 17, T29N, R111W;
Encompassing an area of 120 acres (GLO Record), more or less;
All of the $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$ and $SE\frac{1}{4}SE\frac{1}{4}$ of Section 20, T29N, R111W;
Encompassing an area of 280 acres (GLO Record), more or less;
All of Lots 9 and 10 of Section 21, T29N, R111W;
Encompassing an area of 45.82 acres (GLO Record), more or less;
Together with the riparian lands appurtenant to said Lots 9 and 10;
All of the $E\frac{1}{2}E\frac{1}{2}$ of Section 29, T29N, R111W;
Encompassing an area of 160 acres (GLO Record), more or less;
All of the $NE\frac{1}{4}NE\frac{1}{4}$ of Section 32, T29N, R111W, Sublette County, Wyoming
Encompassing an area of 40 acres (GLO Record), more or less;

ENCOMPASSING a total area of 645.82 acres (GLO Record), more or less;

1. EXCEPTING the Green River Subdivision of record in the Office of the Clerk of Sublette County in Book 28 of Miscellaneous on page 613;
   Encompassing an area of 161.805 acres, more or less;
2. EXCEPTING that tract of record in the Office of the Clerk of Sublette County in Book 18 of Deeds page 585 conveyed to Kenneth Pearson;
   Encompassing an area of 50.0 acres, more or less;
3. EXCEPTING that tract of record in the Office of the Clerk of Sublette County in Book 19 of Deeds on page 281 conveyed to Melvin Neal;

Encompassing an area of 5.0 acres, more or less;

ENCOMPASSING a total of 429 acres (GLO Record), more or less, within the Mac-Glashan Ranch;

SUBJECT to an easement for State Highway 189;

that no survey was made and no monuments set for the above description.

HOMESTEAD--All of the N½SE¼ of Section 18, T29N, R111W;
All of the N½SW¼ of Section 17, T29N, R111W, Sublette County, Wyoming;

SUBJECT to an easement for State Highway 189 lying and being situate within said Section 17 and 18;

ENCOMPASSING an area of 160 acres, more or less, (BLM Record);

that no survey was made and no monuments set for the above description.

FITZPATRICK-COTTON--Lots 2, 3, 4, 8 and 9 of the south half of the northwest quarter (S½NW¼) and the north half of the southwest quarter (N½SW¼) and the southwest quarter of the southwest quarter (SW¼SW¼), Section 28 of Township 29 North, Range 111 West of the Sixth Principal Meridian, encompassing 349.30 acres, more or less, subject to matters of record including mineral reservations as recorded in Book 5 page 46.

RODEO FIELD--All of the NW¼ of Section 17, T29N, R111W;
All of the W½SW¼ of Section 8, T29N, R111W, Sublette County, Wyoming;
That part of the SW¼NW¼ of said Section 8 lying and being situate southerly of the south line of that tract of record in the Office of the Clerk of Sublette County in Book 12 of Deeds on page 284; and a protraction there of said south line, Easterly to an intersection with the east line of said SW¼NW¼;

SUBJECT to an easement for State Highway 189 lying and being situate within said Section 8;

ENCOMPASSING an area of 270 acres, more or less, (BLM Record);

that no survey was made and no monuments set for the above description;

SUBJECT to the Lease of Real Property for Sewer Lagoon Right-of-Way within the NW¼SW¼ of said Section 8.

TOGETHER with all water and water rights, ditch rights, reservoir rights, rights-of-way for water and all interest attributable to such rights in any related ditches, canals and reservoirs comprising the collection, diversion and other improvements appertaining or belonging to the real property described above.

Water rights shall include 20% of Distributing's water rights relating to the Middle Piney Reservoir.

TOGETHER with all pertinent riparian rights of the Green River.

528

Right - of - Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged, RALPH ALLEN STEELE AND IRENE J. STEELE, husband and wife

of the County of Sublette and State of Wyoming

hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

According to the description for the Scab Creek County Road No. 23-122 prepared by Paul N. Scherbel, made a part hereof as though herein set out in full, all in accordance with the map prepared and filed for record in the Office of the County Clerk of Sublette County, Wyoming.

120382

RECORDED January 11 19 82 11:00 A M
IN BOOK 39 Misc PAGE 528
FEES $ N/C Lin Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches and laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 11th day of January, 19 82.

Ralph Allen Steele
Ralph Allen Steele

Irene J. Steele
Irene J. Steele

STATE OF WYOMING

COUNTY OF SUBLETTE

The foregoing instrument was acknowledged before me by RALPH ALLEN STEELE and IRENE J. STEELE

this 11th day of January, 1982.

Witness my hand and official seal.

COUNTY CLERK

My term expires: January 3, 1983

Sublette County Clerk

Description for

COUNTY OF SUBLETTE

for

SCAB CREEK COUNTY ROAD NO. 23-122

from

RALPH ALLEN STEELE and IRENE J. STEELE

To-wit:--

A strip of land eighty feet in width being part of the NE¼SE¼ and SE¼SE¼ of Section 9, T32N, R107W, Sublette County, Wyoming with the center-line described as follows:

Beginning at Station 0+00 on the northerly right-of-way line of Wyoming State Secondary Highway No. 353, S27°-11'-50"W, 2096.22 feet from the east one-quarter corner of said Section 9 where found a granite stone 7"x7"x9" above ground;

thence N21°-05.0'E, 63.67 feet to Station P.C. 0+63.67;

thence Northeasterly, 168.00 feet along a circular curve to the right, through a central angle of 42°-00' to Station P.T. 2+31.67;

thence N63°-05.0'E, 954.87 feet to Station 11+86.54 on the east line of the said NE¼SE¼, S01°-12.2'E, 1251.11 feet from the said east one-quarter corner;

all in accordance with the map prepared and filed in the Office of the Clerk of Sublette County for the SCAB CREEK COUNTY ROAD NO. 23-122.

Paul N. Scherbel

Land Surveyor

Registration No 164

Big Piney, Wyoming 83113

11 July 1979

530

State of DELAWARE

Office of SECRETARY OF STATE

I, Glenn C. Kenton *Secretary of State of the State of Delaware, do hereby certify* that the Certificate of Ownership of the "WILLIAMS EXPLORATION COMPANY", a corporation organized and existing under the laws of the State of Delaware, merging "RAINBOW RESOURCES, INC.", a corporation organized and existing under the laws of the State of Wyoming, pursuant to Section 253 of the General Corporation Law of the State of Delaware, was received and filed in this office the thirty-first day of December, A.D. 1981, at 10 o'clock A.M.

18226

FILED January 11 1982 8:00 M
IN BOOK 39 Misc PAGE 530
FEES $40.00 Sandy Yates
SUBLET

In Testimony Whereof, *I have hereunto set my hand and official seal at Dover this* sixth *day of* January *in the year of our Lord one thousand nine hundred and* eighty-two.

FORM 122

Glenn C. Kenton

Glenn C. Kenton, Secretary of State

BANCROFT, AVERY & McALISTER
SANDRA J. SHAPIRO
WILLIAM S. COATS
601 Montgomery Street
San Francisco, CA 94111
Telephone: 415/788-8855

Attorneys for Plaintiffs

183827

RECORDED January 11 1982 2:00 PM
IN BOOK 39 Misc PAGE 531
20th Land Yolo COUNTY CLERK
By Dorothy M. Thurman

SUPERIOR COURT, STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

PAUL DANZIG, LOUIS DEGEN, HAROLD J. GOLDENBERG, ROBERT RUSSELL, and CARL R. ZWERNER, individually and on behalf of all other persons similarly situated,

Plaintiffs,

vs.

JACK GRYNBERG AND ASSOCIATES, a sole proprietorship, JACK GRYNBERG, CELESTE GRYNBERG, FIRST DOE through FIFTIETH DOE, inclusive,

Defendants.

NO. 462022-6

RELEASE OF NOTICE OF PENDENCY OF ACTION

NOTICE IS HEREBY GIVEN that Paul Danzig, Louis Degen, Robert Russell and Carl R. Zwerner, individually and on behalf of the plaintiff class in the above-entitled matters, pursuant to Court Order, hereby release the Notice of Pendency of Action recorded by said plaintiff class against any and all interests in real property held of record by the defendants in said action, Jack Grynberg and Associates, a sole proprietorship, Jack Grynberg, Celeste Grynberg, or any of them, in the State of Wyoming,

BANCROFT, AVERY & McALISTER
ATTORNEYS AT LAW
601 MONTGOMERY STREET
SUITE 900
SAN FRANCISCO, CA 94111
788-8855

County of Sublette, as described on Exhibit A attached hereto and incorporated herein by this reference.

BANCROFT, AVERY & McALISTER

By: _____
SANDRA J. SHAPIRO

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

The foregoing instrument was acknowledged before me by Sandra J. Shapiro, this 21st day of December, 1981.

Witness my hand and official seal.

NOTARY PUBLIC
CARL T. CRAWFORD
NOTARY PUBLIC
CITY AND COUNTY OF SAN FRANCISCO
FLORIDA
My Commission Expires October 27, 1984

_____
Notary Public

BANCROFT, AVERY
& McALISTER
ATTORNEYS AT LAW
601 MONTGOMERY STREET
SUITE 900
SAN FRANCISCO, CA 94111
788-8855

[redacted] [redacted] [redacted]

- Any and all interest of Jack J. Grynberg and Associates, Jack J. Grynberg, Celeste C. Grynberg, or any of them, whether as owner, lessee or otherwise, in or to any of the parcels of real property located in the County of Sublette, State of Wyoming, and more particularly described as follows:

SECTION 2
TNP 29 N; RNG 111 W

SECTION 2
A. TNP 27 N; RNG 112 W
B. TNP 31 N; RNG 113 W

SECTION 3
A. TNP 30 N; RNG 112 W
B. TNP 31 N; RNG 108 W
C. TNP 36 N; RNG 112 W

SECTION 3
TNP 29 N; RNG 111 W

SECTION 4
A. TNP 29 N; RNG 111 W
B. TNP 31 N; RNG 108 W

SECTION 4
A. TNP 34 N; RNG 109 W
B. TNP 36 N; RNG 112 W

SECTION 5
A. TNP 30 N; RNG 107 W
B. TNP 35 N; RNG 114 W

SECTION 5
TNP 31 N; RNG 108 W

SECTION 7, TNP 34 N; RNG 111 W

SECTION 8, TNP 34 N; RNG 111 W

SECTION 9
A. TNP 28 N; RNG 111 W
B. TNP 29 N; RNG 111 W

SECTION 10, TNP 34 N; RNG 110 W

SECTION 13, TNP 28 N; RNG 110 W

SECTION 15
TNP 29 N; RNG 111 W

EXHIBIT A-1

SECTION 16, TNP 31 N; RNG 112 W

SECTION 17, TNP 35 N; RNG 112 W

SECTION 17
TNP 34 N; RNG 111 W

SECTION 18, TNP 27 N; RNG 110 W

SECTION 20
TNP 34 N; RNG 111 W

SECTION 21
TNP 35 N; RNG 112 W

SECTION 22
TNP 35 N; RNG 11[illegible] W

SECTION 23, TNP 35 [illegible]; RNG 112 W

SECTION 25
A. TNP 31 N; RNG 113 W
B. TNP 36 N; RNG 112 W

SECTION 27
TNP 29 N; RNG 11[illegible] W

SECTION 28
TNP 29 N; RNG 1[illegible] W

SECTION 28
A. TNP 27 N; RNG 107 [illegible]
B. TNP 28 N; RNG 112 W

SECTION 30, TNP 36 N; RNG 111 W

SECTION 30
TNP 27 N; RNG 1[illegible] W

SECTION 31
TNP 28 N; RNG 11[illegible] W

SECTION 32
A. TNP 27 N; RNG 10[illegible] W
B. TNP 28 N; RNG 11[illegible] W

SECTION 34
TNP 27 N; RNG 10[illegible] W

SECTION 34, TNP 27 N
A. RNG 109 W
B. RNG 110 W

SECTION 35, TNP 28 N; RNG 115 W

SECTION 35
A. TNP 27 N; RNG 114 W
B. TNP 28 N; RNG 110 W

SECTION 36
A. TNP 27 N; RNG 107 W
B. TNP 34 N; RNG 109 W

EXHIBIT A-2

Form E[redacted]
Rev. 6-72

[redacted]

[redacted]

FILE NO.
35570

Wyoming State Highway Department

STOCKPILING AGREEMENT

PROJECT NO. PMP-013-2(25)

ROAD DESIGNATION Rock Springs - Pinedale

COUNTY Sublette

THIS AGREEMENT, made and entered into this 10th day of December, 1981, by and between James Barger, Star Route, Boulder, Wyoming hereinafter designated as Landowner, and the State of Wyoming, acting by and through the State Highway Department of Wyoming, hereinafter designated as the Department, WITNESSETH:

WHEREAS, the Landowner is the owner of the W½, NE¼, Section 16, T32N, R108W, 6th P.M. of Wyoming, that which is to the west of the highway right-of-way.

WHEREAS, the Department is desirous of obtaining the right and privilege to enter upon said land for the purpose of hauling materials to the land, storing of materials on the land, performing certain operations such as mixing and processing sand, gravel and other road building materials and removing these materials from said land.

WHEREAS, the Landowner is agreeable to granting the Department the right and privilege to enter upon said premises and haul thereto, store and process thereon and remove therefrom certain road building materials.

WHEREAS, under the word "process" used hereinabove, it is contemplated that there may be causes wherein controlled emission of smoke, fumes, dust and odors will result. In such event, the Department, its assigns and contractors, will control said emission and odors as required and in conformity with the existing state anti-pollution laws.

NOW THEREFORE, for and in consideration of the sum of $4000.00, the Landowner does hereby grant to the Department the right to enter upon said premises for the purpose of hauling to said premises, stock piling and storing, processing and subsequent removal therefrom certain road building materials. Said grant to extend from ~~[illegible]~~ March 1 through July 31, 1982.

IT IS FURTHER MUTUALLY AGREED by and between the parties hereto, that the right to so enter upon said premises and perform the above described operation, is an exclusive right given for valuable consideration to the Department, and said Department is hereby declared to be entitled to the full enjoyment thereof during the time hereinabove stated.

~~The parties hereto agree the Department may exercise an option to extend the term of agreement for one year for and in the consideration of~~ . ~~This option will be exercised by notifying the Landowner in writing of its intention to do so prior to the termination of this agreement.~~

188239

RECORDED January 13 1982 10:00 A.M.
BOOK 39 Misc PAGE 535
FEE $6.00 Fern J. Yuhl COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Dorothy M. Lewis

535

ADDITIONAL CONDITIONS:

1. A 16' Cattleguard is to be placed in the right-of-way fence at the approach to the site and left in place for the use of the Landowner.
2. The area will have the topsoil removed and stockpiled. The topsoil will be replaced upon reclamation of the site and reseeded with 11 pounds PLS/acre and 25 pounds Type I fertilizer/ acre.
3. No fishing or hunting will be allowed on the Landowner's property.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures this 11th day of Dec, 19 81.

WYOMING STATE HIGHWAY DEPARTMENT

By W D Brandt

James Boyer
Landowner(s)

STATE OF Wyoming }
COUNTY OF Lincoln } ss.

The foregoing instrument was acknowledged by the Landowner before me this 10th day of December, 19 81.

Witness my hand and official seal.

COUNTY CLERK LINCOLN COUNTY

Jack McCleek
Notary Public

Form E-106
Rev. 6-72

Wyoming State Highway Department

FILE NO.
35570

HAUL ROAD AGREEMENT

PROJECT NO. PMP-013-2(25)

ROAD DESIGNATION Rock Springs - Pinedale

COUNTY Sublette

THIS AGREEMENT, made and entered into this 10th day of December, 19 81, by and between James Barger, Star Route, Boulder, Wyoming hereinafter referred to as the Landowner, and the State of Wyoming, acting by and through the Wyoming State Highway Department, hereinafter referred to as the Department.

WITNESSETH: that

WHEREAS, the Landowner is the owner of the following described land, to wit:

N½, NE¼, NW¼ and part of the N½, NW¼, NE¼ Section 16, T32N, R108W, 6th P.M. of Wyoming;

and

WHEREAS, the Department is desirous of locating, constructing and operating a haul road across a portion of said property as shown on the attached Exhibit "A", which by this reference is made a part hereof.

NOW THEREFORE; in consideration of the mutual covenants contained herein, it is agreed by and between the parties hereto, as follows:

1. The Department shall pay the sum of ~~Zero~~ one Dollars (~~XXX~~$1.00) to the Landowner before entering upon the said property for the purposes stated herein.

2. The Landowner grants unto the Department, its employees, contractors or duly authorized representatives permission to enter upon the foregoing property for the purpose of locating, constructing and maintaining a haul road at the location shown on Exhibit "A".

3. The Department shall use the said haul road for the sole purpose of transporting road building material for highway construction or maintenance of highways. The Landowner shall also have the right to use said haul road as long as such use does not interfere with use of said haul road by the Department for the purposes stated herein.

4. Upon the discontinuance of the use of the haul road, the Department shall leave said haul road in its existing condition, obliterate the said haul road, or place the said property in its original condition less normal usage and wear according to the directions of the Landowner.

189210

RECORDED ... 1982 ... M
IN BOOK 37 ...
PAGE 37
FEE ... SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK

5. The provisions of this Agreement shall be binding upon and insure to the benefit of the successor, heirs or assigns of the parties hereto.

6. The provisions of this Agreement shall be in force and operation from the date of this Agreement until July 31, 1982.

~~7. The parties hereto agree the Department may exercise an option to extend the term of the agreement for one year for and in the consideration of _____. This option will be exercised by notifying the Landowner in writing of its intention to do so prior to termination of this agreement.~~

8. The Landowner will receive two-twelve foot cattleguards for use of the haul road.

9. The topsoil will be removed. After the fill for the haul road is removed, the topsoil will be replaced, reseeded, and fertilized.

10. A temporary fence will be built on the landowner side of the haul road.

11. The existing fence between the haul road and the County road will be replaced.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures this 11th day of Dec, 1981.

WYOMING STATE HIGHWAY DEPARTMENT

By _____

_____
Landowner(s)

STATE OF Wyoming }
COUNTY OF Sublette } ss.:

The foregoing instrument was acknowledged before me this 10th day of December, 1981, as Landowner.

Witness my hand and official seal.

THE STATE OF WYOMING COUNTY CLERK SUBLETTE COUNTY.

_____
Notary Public

A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

On December 21, 1981, Good Land & Cattle as Seller, and Joe P. Agostini and Carol O. Agostini, husband and wife, as Buyers, entered into an Agreement for Installment Sales Contract whereby Seller agreed to sell, and Buyer agreed to buy the following described real property, to-wit:

Township 37 N., Range 110 W.

Section 11: NW¼NE¼, consisting of approximately 40 acres, more or less,

in accordance with the provisions, terms, covenants and conditions contained in said Agreement for Installment Sales Contract. Said Agreement for Installment Sales Contract provides, among other things, that upon Buyer's full payment to Seller of the total purchase price and interest, Seller shall convey the above property to Buyer by a good and sufficient Warranty Deed. Said Agreement also provides that if Buyer fails to make payments in accordance with the terms of the Agreement for Installment Sales Contract, or otherwise defaults thereunder, the Agreement may be terminated at the option of the Seller.

This document is not a contract between the parties and in no way modifies, clarifies, interprets, or affects, the Agreement for Installment Sales Contract aforesaid. This document is intended as a notice to any concerned party that Seller and Buyer have entered into a written contract relating to the aforesaid property.

SELLER:

GOOD LAND & CATTLE

Attest: Beverly G. Goodman
Secretary

BY: Richard L. Goodman
President

THE STATE OF WYOMING)
County of Sublette) ss

On this 21st day of Dec., 1981, before me personally appeared Richard L. Goodman, to me personally known, who, being by me duly sworn, did say that he is the President of Good Land & Cattle, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Secretary acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires on the 5th day of Feb., A.D. 19 84.

Given under my hand and notarial seal this 21st day of Dec., A.D. 1981.

VERNA YOUNG - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires Feb. 5, 1984

Verna Young
Notary Public

RECORDED January 14 1982 11:00 A M
IN BOOK 39 Misc PAGE 539
FILES $5.00 Carol Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

183258

539

540

LEASE

THIS LEASE made this 30 day of December, 19 81, by and between

Robert A. Springman and Wilda Springman, husband and wife, whose address is P. O. Box 749, Big Piney, Wyoming 83113,

of Sublette County, Wyoming, hereinafter referred to as "Lessor", and Dan H. Budd and Sons, Inc., a Wyoming corporation, the address of which is P. O. Box 769, Big Piney, Wyoming 83113,

of Sublette County, Wyoming, hereinafter referred to as "Lessee".

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT:

The covenants herein contained shall bind, and the benefits and advantages thereof shall inure to, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

The Lessor, for and in consideration of the covenants and agreements herein contained, to be kept and performed by the Lessee, hereby demises and leases to the Lessee, all of the following premises and property situate, lying and being in Sublette County, Wyoming, known and described as follows, to-wit:

Lot 4, SE/4SE/4 and SE/4SW/4 of Section 19; Lots 1, 2 and 3, W/2E/2, E/2NW/4, and NE/4SW/4 of Section 30, Township 30 North, Range 113 West of the 6th Principal Meridian;

E/2SE/4 of Section 22; SW/4SE/4 and S/2SW/4 of Section 23; All of Section 25; N/2S/2 and N/2 of Section 26, Township 30 North, Range 114 West of the 6th Principal Meridian;

BUT EXCLUDING THEREFROM that part of the S/2SW/4 of Section 19, Township 30 North, Range 113 West of the 6th Principal Meridian lying and being situate northeasterly of the center-line of the Middle Piney County Road No. 23-111 of record in the Office of the County Clerk and ex-officio Register of Deeds of Sublette County, Wyoming;

Together with all appurtenances situate thereon and appurtaining thereto, but subject to all reservations, restrictions, exceptions and easements of record, and

EXCLUDING AND EXCEPTING therefrom the mineral estate of said lands;

The foregoing lands containing 1,900 acres, more or less.

183291

RECORDED January 15 1982 8:10 AM
IN BOOK 39 Misc. PAGE 540
FEES $ 10.00 Dorothy Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lucero

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD the above described premises and property, with the appurtenances, unto the Lessee, from the first day of January, Nineteen Hundred Eighty-two, for, during and until the 31st day of December, Nineteen Hundred Eighty-four, the Lessor hereby relinquishing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming.

The Lessee covenants and agrees with the Lessor that the Lessee has received the above described premises and property in good order and condition and that at the expiration of this lease the Lessee shall deliver said premises and property to the Lessor in as good order and condition as when entered upon and possession taken by the Lessee, loss by fire, inevitable accident, or ordinary wear excepted.

The Lessee, in consideration of the leasing of the said premises and property shall pay to the Lessor, as rent for the same, the sum of Fifteen Thousand Dollars ($15,000.00) per year, said rent to be paid in monthly installments of One Thousand, Two Hundred Fifty Dollars ($1,250.00), each such installment being due and payable on the first day of each calendar month during the term hereof.

Lessor retains the right to use and reside in the buildings on said lands and the right to graze not more than twelve (12) head of cattle thereon during the term hereof.

Lessee agrees to maintain the lands in a husbandry like manner and to irrigate the property in the manner reasonably necessary to maintain such property and to avoid the abandonment of lessor's water rights thereon. Water for lessee's operations and use obtained by lessee under lessor's water rights (however acquired by lessor) shall be used only on the premises and in the pursuit and performance of lessee's operations and obligations hereunder. No water shall be used upon or be exported to other lands.

Lessee agrees to reasonable maintain the improvements on said premises (exclusive of buildings and improvements retained and used by Lessor hereunder); provided, however, that Lessor agrees to bear the costs of major repairs to any such improvements not occasioned by Lessor's negligence.

Lessor agrees that if Lessor has a bona fide offer to purchase the premises and property described herein, or any portion thereof, including those portions retained and used by Lessor, Lessee shall have an option of first refusal to purchase the said premises and property on the following terms and conditions: Upon Lessor's receiving such bona fide offer for the purchase of said property which Lessor desires to accept, Lessor shall give Lessee written notice thereof and of the terms thereof, and Lessee shall have sixty days from receipt of such notice to accept said offer and upon Lessee's failure to accept such offer, Lessor shall be released from said option and may sell to such bona fide offeree. Should Lessor fail to sell to such bona fide offeree on the terms set out, this provision shall be revived and the option of first refusal shall continue and cover any subsequent offers subject the same terms and conditions set out hereinbefore.

Lessor agrees that Lessee may renew this lease for an additional term of Three (3) years on the same terms and conditions as provided herein except for the rental amount, which rental amount shall be agreed upon by the parties at that time. The parties agree to negotiate in good faith concerning said rental amount. Lessee may exercise its option to renew by giving written notice to Lessor not less than Thirty (30) days prior to the expiration of the term hereof.

Except as may be herein otherwise provided, all notices required or permitted herein shall be deemed to have been properly given when sent by registered or certified United States mail, addressed to the opposite party at the above addresses. The date of such service shall be the date on which the notice is deposited in a United States post office. All notices shall be sufficient within the terms of this lease when signed by any one or more of the notifying parties, and mailed to any one or more of the opposite parties. Personal delivery of such written notice shall have the same effect as notice given by mail. The above addresses may be changed for the purposes of this lease by notification of the opposite party in writing.

The Lessor shall have the right, at all times, to enter the the leased premises for the purposes of inspecting said premises and property, without thereby being deemed to evict the Lessee, in whole or in part, and without causing the above rental to abate.

The Lessee shall not underlet said premises or property, or any part thereof or assign this lease, without the written consent of the Lessor.

The Lessee shall not use said premises or property, nor permit the same to be used, for any offensive purpose or for any purpose prohibited by the laws of the United States of America, or the State of Wyoming, or by the ordinances of the municipality wherein said premises and property are located.

Waiver by either the Lessor or the Lessee of any breach of any condition or provision of this lease shall be limited to the particular instance, and shall not operate or be deemed to waive any future breaches of said condition or provision. The failure of either the Lessor or the Lessee to insist, in any one instance or more upon the performance of any of the conditions or provisions of this lease or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect.

If the rent above mentioned, or any part thereof, shall be unpaid on the date upon the same ought to be paid, as aforesaid, or if default shall be made in any of the covenants and agreements herein contained to be kept by the Lessee, the Lessor may, at the election of the Lessor, declare said term ended, and either with or without process of law re-enter said premises, or any part thereof, and take immediate possession of the premises and property hereby leased and in addition, the Lessee shall be liable to the Lessor for all damages and for all expenses the Lessor may reasonably incur in connection with re-entry and repossession of the premises and property, and a subsequent reletting thereof, including a reasonable attorney fee; provided, however, anything herein contained to the contrary notwithstanding, that the Lessor shall not exercise any land owner remedies against the Lessee by reason of any default, including non-payment of rent, unless and until the Lessor shall have given the Lessee written notice, by registered or certified mail, of such default, and unless the Lessee shall have failed to remedy such default within a period of ten days after the mailing of such notice.

The Lessee shall immediately and peaceably surrender and deliver the said premises and property to the Lessor upon the expiration of the term of this lease, or upon the termination of said lease in any other manner.

Any reference in this lease to any particular right or remedy, or any exercise thereof, shall not limit the Lessor to such right or remedy, nor preclude the Lessor from any other right or remedy to which the Lessor might otherwise be entitled.

If the Lessee shall remain in possession of said premises and property for more than three days after the termination of this lease in any of the above named ways, the Lessee shall be deemed guilty of forcible detainer of the premises under the laws of the State of Wyoming, and shall be subject to the conditions and provisions above named, and to eviction and removal, forcible or otherwise, with or without notice or process of law.

IN WITNESS WHEREOF, this lease has been executed by the Lessor and the Lessee the date first above written.

Witness

Robert A. Springman, Lessor

Witness

Wilda Springman, Lessor

ATTEST: Secret

Witness

Witness

Witness

Dan H. Budd and Sons, Inc., Lessee,

By Dan H Budd
President

THE STATE OF WYOMING }
County of Sublette } ss.

ACKNOWLEDGMENT

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert A. Springman and Wilda Springman,

this 31st day of December, 1981.

Witness my hand and official seal.

Stella Wright
Notary Public
State of
Wyoming
County of
Sublette
My Commission Expires
Apr. 6, 1985

Signature

Notary Public
Title of Officer

My Commission Expires: April 6, 1985

ACKNOWLEDGMENT

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Dan H. Budd
President of Dan H. Budd and Sons, Inc.,

this 31st day of December, 1981.

Witness my hand and official seal.

Stella Wright
Notary Public
State of
Wyoming
County of
Sublette
My Commission Expires
Apr. 6, 1985

Signature

Notary Public
Title of Officer

My Commission Expires: April 6, 1985

LEASE

FROM:

TO:

THE STATE OF WYOMING }
County of } ss

Recorded , 19 , at o'clock M., in

Book , Page , No.

INDEXED	
ABSTRACTED	
RECORDED	
CHECKED	
FEE	

County Clerk of County, Wyoming

By
Deputy

LEASE—(SPECIAL)

THE MILLS COMPANY, SHERIDAN 140604

5421A

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

IN THE DISTRICT COURT

SEVENTH JUDICIAL DISTRICT

Probate No. 12745

IN THE MATTER OF THE ESTATE)
)
OF MARK J. DAVIS,)
)
Deceased.)

CERTIFIED COPY

1981

Doris Evans

ORDER APPROVING FINAL
REPORT AND ACCOUNTING
AND DECREE OF DISTRIBUTION

WHEREAS, Laverne J. Davis, petitioner herein, the properly qualified and acting executrix and personal representative of the Estate of Mark J. Davis, deceased, did file the Final Report and Accounting and Petition for Orders and Decrees of Distribution and Discharge with this Court on the 16th day of September, 1981; which said document subsequently was made of record in the Court's permanent file pertaining to this matter, and is incorporated herein by this reference; which said petition prayed, in relevant part, for an Order Approving Final Report and Accounting and Decree of Distribution, and for such other relief that may appear necessary, proper and equitable under the circumstances shown; and notice of the said filing was given properly by petitioner to those persons interested in the said estate and entitled thereto by statute; and

THE COURT HAVING HEARD the matter presented herein on the 29th day of September, 1981, and having reviewed all relevant matters properly brought to the attention of the Court; and

THE COURT HAVING FOUND, that the said report and accounting, together with any changes, corrections, amendments, or supplement thereto as may have been required by the Court, did represent truly the administration and condition of the said estate, and did show that petitioner, in fact, had

183324

RECORDED January 15 1982 8:44 AM
IN BOOK 39 Misc. PAGE 543
FEES $3.00 Laura J. Yade COUNTY CLERK
CAMPBELL COUNTY, GILLETTE, WYOMING

543

administered fully the said decedent's estate in a prudent manner and according to law; and that the said petition did contain a proposed schedule of distribution, which properly reflected the provisions of the said decedent's Last Will and Testament as the same may be applied to the property remaining in the said estate for distribution;

NOW, THEREFORE, IT IS ORDERED AND DECREED:

1. That the Final Report and Accounting heretofore filed in the Estate of Mark J. Davis, deceased, by petitioner, with any changes, corrections, amendments, or supplements thereto as may have been required by this Court, be, and the same hereby is, approved and allowed.

2. That the First Accounting of Executrix for the Period October 1, 1977 through September 30, 1979, and the Second Accounting of Executrix for the Period October 1, 1979 through September 30, 1980, which were heretofore filed herein and which were adopted and incorporated within the Final Report and Accounting of the Estate of Mark J. Davis, deceased, with any changes, corrections, amendments, or supplements thereto as may have been required by this Court, be, and the same hereby are, approved and allowed.

3. That all of the acts and dealings of petitioner, as executrix and personal representative of the Estate of Mark J. Davis, deceased, disclosed in the said Final Report and Accounting be, and the same hereby are expressly ratified, confirmed and approved.

4. That the petitioner should proceed to pay the outstanding administrative expenses of the Estate of Mark J. Davis, deceased, for photocopying, postage and long distance telephone calls advanced by Brown, Drew, Apostolos, Massey & Sullivan in the sum of $95.13; the statutory fee due petitioner, as executrix and personal representative in the sum of $25,669.59;

and the statutory fee due petitioner's attorneys, Brown, Drew, Apostolos, Massey & Sullivan, in the sum of $25,669.59. The above-stated statutory fee for petitioner's attorney being exclusive of the fees previously awarded in this matter by Order Allowing Attorney's Fees for Extraordinary Services.

5. That relief requested in the Petition for Widow Allowance, Authorization for Payment of Land Rentals and Approval of Adjustments in Accountings Agreed Upon by the Heirs, Legatees and Devisees of the Decedent, filed herein on April 2, 1981, and incorporated with the Final Report and Accounting of the Estate of Mark J. Davis, deceased (paragraph 20), is hereby granted; and the Court hereby approves the widow's allowance, land use payment, accounting adjustments, and payments provided for and itemized therein.

6. That the additional accounting adjustments, transfers, and payments to be made in conjunction with the final distribution of the Estate of Mark J. Davis, deceased, as set forth in the said Final Report and Accounting (paragraph 21), are hereby approved and allowed.

7. That the financial accounting of the receipts and disbursements of the cash of the Estate of Mark J. Davis, deceased, as reflected in the First Accounting of Executrix for the Period October 1, 1977 through September 30, 1979, the Second Accounting of Executrix for the Period October 1, 1979 through September 30, 1980, and the Final Report and Accounting, all heretofore filed herein, is hereby approved and confirmed, and any cash on hand after making the accounting adjustments, transfers and payments provided for herein, shall be distributed as personal property of the Estate in accordance with paragraph 8 hereinbelow subject to such adjustments that may be provided for in

such supplemental orders of distribution as may be appropriate and necessary herein. In the event that there is a deficit in the cash accounts of the Estate, the three devisees and legatees of the Estate under the Last Will and Testament of Mark J. Davis, deceased, to-wit: Laverne J. Davis, Virginia D. Sullivan, and the Estate of Mark J. Davis, Jr., deceased, are hereby directed and ordered to pay their respective portion of any such net deficit.

8. That the petitioner, in accordance with the Last Will and Testament of Mark J. Davis, deceased, proceed forthwith, to distribute the property presently remaining in the Estate of Mark J. Davis, deceased, for distribution, which property includes those certain interests in real property set forth in Exhibit "A" attached hereto and incorporated herein by this reference, those certain items of tangible and intangible personal property set forth in Exhibit "B" attached hereto and incorporated herein by this reference, and any choses in action, debts owed, cash, or other assets of the Estate of Mark J. Davis, deceased, not specifically described herein, as follows:

> All right, title, ownership and interest in and to the real property interests set forth in Exhibit "A" hereto, the personal property interests set forth in Exhibit "B" hereto, and any and all assets of the Estate of Mark J. Davis in the State of Wyoming or outside the State of Wyoming not requiring ancillary probate, which are presently known of or may be discovered hereafter, are hereby conveyed, set over, and distributed to the following parties in the stated proportionate shares--
>
> An undivided one-half interest therein to Laverne J. Davis, surviving widow.
>
> An undivided one-fourth interest therein to Virginia D. Sullivan, surviving daughter.
>
> An undivided one-fourth interest therein to Marjorie Jean Davis, Executrix of the Estate of Mark J. Davis, Jr., deceased.

The petitioner as executrix and personal representative of the Estate of Mark J. Davis, deceased, is hereby authorized,

empowered, ordered and directed to take such steps, do such acts, execute such assignments, conveyances, deeds or other instruments to distribute, convey, transfer and set over the assets accordingly.

9. That the Court recognizes that certain of the real property interests distributed hereunder are overriding royalty interests and working interests which will take some months to orderly and properly transfer ownership to in accordance with this order and decree, and that revenues and checks will undoubtedly be received during that interim period, and, therefore, provision for the handling of the same is hereby made by the Court, and the petitioner, as executrix and personal representative, is hereby ordered to, each month, upon receipt of all such revenues and checks, deliver the same, endorsed by her, to Brown, Drew, Apostolos, Massey & Sullivan, which firm upon receipt thereof shall cause distribution to be made to the devisees and legatees in their respective shares, as provided in paragraph 8 above, provided that such devisee and legatee has paid any deficit amount that may be owing to the Estate of Mark J. Davis, deceased, hereinunder.

DATED this 30 day of Sep Tember, 1981.

BY THE COURT:

R. M. FORRISTER

DISTRICT JUDGE

CERTIFIED AS A TRUE COPY

RALPH L. DISTAD
Clerk, District Court

By _____ Deputy

EXHIBIT "A"

ESTATE OF MARK J. DAVIS

REAL PROPERTY

A. OVERRIDING ROYALTY INTERESTS

State of Wyoming Oil and Gas Leases

(1) 71-501 — Natrona County, Wyoming
Township 37 North, Range 82 West
Section 36; SE¼SE¼

Overriding Royalty Owned: 2%

(2) 71-18372 — Albany County, Wyoming
Township 21 North, Range 77 West
Section 16: SE¼NW¼, NE¼SW¼, NW¼SE¼

Overriding Royalty Owned: 2½%

(3) 73-15714 — Sweetwater County, Wyoming
Township 24 North, Range 10[illegible] West
Section 36: All

Overriding Royalty Owned: [illegible]%

(4) 73-19684 — Carbon County, Wyoming
Township 20 North, Range 8[illegible] West
Section 16: E½

Overriding Royalty Owned: [illegible]%

(5) 76-0584 — Carbon County, Wyoming
Township 17 North, Range 9[illegible] West
Section 33: All

Overriding Royalty Owned: [illegible]%

(6) 77-0094 — Carbon County, Wyoming
Township 13 North, Range 8[illegible] West
Section 28; W½E½
Section 30: Lots 3, 4: E½SW¼

Overriding Royalty Owned: [illegible]%

United States of America Oil and Gas Leases

(1) Buffalo 039486

Johnson County, Wyoming
Township 42 North, Range 79 West
Section 4: Lots 1, 2, 3 and 4, S½N½ N½S½, S½SE¼, SE¼SW¼
Section 5: Lots 1 and 2, SE¼NE¼
Section 9: E½NW¼, NE¼SW¼
Section 10: All
Section 15: All

Overriding Royalty Owned: 1%

(2) Buffalo 041529

Johnson County, Wyoming
Township 43 North, Range 80 West
Section 34: SE¼

Overriding Royalty Owned: ¼ of 1%

(3) Buffalo 042384

Johnson County, Wyoming
Township 42 North, Range 79 West
Section 5: Lot 4, SW¼NW¼, SW¼, SW¼SE¼
Section 6: All
Section 7: All
Section 8: W½, NW¼SE¼, W½NE¼
Section 17: NW¼, NW¼SE¼
Section 21: NE¼

Overriding Royalty Owned: 1%

(4) Buffalo 042385

Johnson County, Wyoming
Township 42 North, Range 80 West
Section 1: All
Section 12: All

Overriding Royalty Owned: 1%

(5) BLM-014652-A

Weston County, Wyoming
Township 42 North, Range 65 West
Section 15: S½NE¼, N½SE¼
Section 21: NE¼NE¼
Section 22: S½NW¼
Section 23: N½NW¼, SW¼NW¼, SE¼NE¼

Overriding Royalty Owned: ¼ of 1%

(6) Cheyenne 074085

Natrona County, Wyoming
Township 37 North, Range 78 West
Section 12: NW¼SW¼
Section 11: All
Section 10: E½
Section 15: E½
Section 14: NW¼
Section 22: NW¼, N½SE¼, SW¼SE¼
Section 23: SW¼NW¼, W½SW¼

Overriding Royalty Owned: 1%

(7) Cheyenne 074350

Natrona County, Wyoming
Township 37 North, Range 78 West
Section 1: SW¼NW¼SE¼, SW¼SE¼SE¼, SW¼SE¼, SE¼NE¼SW¼, SE¼SW¼
Section 11: SE¼SE¼NE¼, E½NE¼SE¼
Section 12: W½NE¼, W½E½NE¼, NW¼SE¼, W½NE¼SE¼ N½SW¼SE¼, NW¼SE¼SE¼, E½NW¼, SW¼NW¼, SE¼NE¼NW¼, N½SW¼, NE¼SE¼SW¼

(8) Cheyenne 075671

Natrona County, Wyoming
Township 38 North, Range 81 West

Section 13:	SW¼, S½SE¼, NW¼SE¼
Section 14:	SE¼
Section 23:	E½NW¼, SE¼NW¼, NE¼, NE¼SE¼, S½SE¼
Section 24:	All

Overriding Royalty Owned: 2.5%

(9) Cheyenne 075727

Natrona County, Wyoming
Township 39 North, Range 78 West

Section 15:	SW¼
Section 22:	SE¼, N½NW¼
Section 26:	NE¼NW¼, S½NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27:	SE¼NE¼
Section 35:	NE¼, E½SE¼, E½SE¼NW¼

Overriding Royalty Owned: 1½%

(10) Cheyenne 072990

Washakie County, Wyoming
Township 39 North, Range 89 West

Section 35:	N½

Overriding Royalty Owned: 1%

(11) Cheyenne 074086

Natrona County, Wyoming
Township 36 North, Range 78 West

Section 2:	SE¼
Section 11:	E½NE¼

Township 37 North, Range 78 West

Section 22:	SE¼SE¼
Section 26:	W½W½, E¼SW¼
Section 27:	SE¼, N½E¼
Section 35:	E½NE¼, ½

Overriding Royalty Owned: ½ of 1%

(12) Cheyenne 074093

Natrona County, Wyoming
Township 37 North, Range 78 West

Section 1:	Lots 1, 2, 3, 4, S½N½, SE¼
Section 2:	Lots 1, 2, 3, 4, S½N½, SW¼
Section 3:	Lots 1, 2, S½NE¼, SE¼

Overriding Royalty Owned: 5/6 of 1%

(13) Wyoming 03561

Natrona County, Wyoming
Township 36 North, Range 82 West

Section 1:	Lots 1, 2, 3, 4, S½N½, NE¼SW¼, N½SE¼

Overriding Royalty Owned: ¼ of 1%

(14) Wyoming 0313116

Converse County, Wyoming
Township 38 North, Range 74 West
Section 17: W½SW¼, SE¼SW¼, SW¼SE¼
Section 18: S½NE¼, E½NW¼, W½SE¼, SE¼SE¼
E½SW¼, Lots 1, 3, 4

Section 19: Lots 1, 2, 3, 4, NW¼,E½W½, W½SE¼,
SE¼SE¼
Section 20: N½NW¼
Section 21: NW¼SE¼
Section 22: SW¼NW¼
Section 28: W½SW¼, SE¼SW¼, SE¼
Section 29: NE¼NE¼
Section 30: Lots 1, 2, 3, 4, E½NE¼
Section 31: Lot 1, NE¼NW¼, SE¼SE¼
Section 32: SW¼, W½SE¼, SE¼SE¼

Township 38 North, Range 75 West
Section 13: N½NE¼, NE¼SE¼, S½SE¼

Overriding Royalty Owned: 1.91%

(15) W-30376

Fremont County, Wyoming
Township 31 North, Range 95 West
Section 15: All

Overriding Royalty Owned: 2%

(16) W-31405

Carbon County, Wyoming
Township 19 North, Range 89 West
Section 12: Lots 1, 2, 5, 6, 7, 8,
9, 10

Overriding Royalty Owned: 2%

(17) W-31965

Sublette County, Wyoming
Township 28 North, Range 110 West
Section 11: NW¼, W½SW¼

Overriding Royalty Owned: 5%

(18) W-34305

Carbon County, Wyoming
Township 21 North, Range 85 West
Section 20: Lots 2, 3, 4, 6, 7, 8
Section 22: SW¼NW¼, SW¼, W½SE¼, SE¼SE¼
Section 28: E½, NW¼, NE¼SW¼

Overriding Royalty Owned: 2½%

(19) W-35255

Carbon County, Wyoming
Township 24 North, Range 85 West
Section 5: Lots 1, 2, 3, 4, S½N½
Section 6: Lots 1, 2, 3, 4, 5,
S½NE¼, SE¼NW¼

Overriding Royalty Owned: 5%

(20) W-35265

Carbon County, Wyoming
Township 23 North, Range 86 West
Section 28: All
Section 34: All

Overriding Royalty Owned: 2½%

(21) W-35931

Hot Springs County, Wyoming
Township 45 North, Range 100 West
Section 10: N½
320 Acres

Overriding Royalty Owned: 2½%

(22) W-38743

Natrona County, Wyoming
Township 36 North, Range 82 West
Section 17: S½

Overriding Royalty Owned: 2%

(23) W-45059

Laramie County, Wyoming
Township 18 North, Range 70 West
Section 11: SW¼
Section 22: SE¼
Section 35: S½NW¼, E½SW¼, SE¼

Overriding Royalty Owned: 2½%

(24) W-45373

Laramie County, Wyoming
Township 18 North, Range 70 West
Section 35: NE¼NE¼, S½NE¼

Overriding Royalty Owned: 2½%

(25) W-50004

Sublette County, Wyoming
Township 33 North, Range 110 West
Section 1: Lots 2, 3, 4
Section 12: S½NE¼NE¼, SE¼NE¼, W½NE¼, W½SE¼, NE¼SE¼
Section 13: W½E½

Overriding Royalty Owned: 5/8 of 1%

(26) W-55636

Sublette County, Wyoming
Township North, Range 111 West
Section 6: Lots 1, 2, 3
Section 7: E½
Section 8: SW¼NE¼, S½NW¼, SW¼, W½SE¼
Section 17: NW¼NE¼, W½
Section 18: E½
Section 19: E½
Section 20: NW¼NW¼

Overriding Royalty Owned: 5%

(27) W-50499

Park County, Wyoming
Township 56 North, Range 100 West, 6th P.M.
Section 5: W½SW¼, E¼SW¼, Tracts 69A, 69B 69C, Tracts 70B, 70C, 70H, 70I, 70L, 70M, 70R, 70S

Overriding Royalty Owned: 6.25%

FEE LEASES

(1) Jean Earl Eisele et al Leases

Campbell County, Wyoming
Township 53 North, Range 73 West
Section 21: W½W½

Overriding Royalty Owned: 1/3 of 5%

(2) Greenough Lease

Campbell County, Wyoming
Township 57 North, Range 74 West
Section 14: SW¼SW¼
Section 23: Lot 1, NW¼NW¼
Section 22: Lot 1
Resurvey Tracts 44A, 44B, 44C, 44D
Resurvey Tracts 48, 49, 50, 57
Resurvey Tracts 58A, 58B, 60

Overriding Royalty Owned: 1/3 of 2%

(3) Ralph Hepp Lease

Johnson County, Wyoming
Township 50 North, Range 80 West
Resurvey Tract 43
Section 7: Lot 1, NE¼NW¼

Townships 50 & 51 North, Range 80 West
Resurvey Tract 94

Township 51 North, Range 80 West
Resurvey Tracts 69, 76, 77, 84, 87 and 90

Township 50 North, Range 81 West
Section 12: E½NE¼, NE¼SE¼

Township 51 North, Range 81 West
Section 25: NW¼SE¼

Overriding Royalty Owned: 2%

(4) Meike Lease

Johnson County, Wyoming
Township 42 North, Range 79 West
Section 4: SW¼SW¼
Section 5: SE¼SE¼
Section 8: NE¼NE¼, NE¼SE¼, SE½NE¼
except 4 1025/64,000 acres
covered by Lease No. 51504
Section 9: [illegible].NW¼

Overriding Royalty Owned: 1%

(5) Joe Patterson Lease

Converse County, Wyoming
Township 38 North, Range 74 West

Section 9:	NE¼SE¼
Section 10:	NW¼NE¼,
Section 15:	NW¼NW¼
Section 17:	N½SE¼, NE¼SW¼, NE¼NE¼
Section 20:	N½SE¼
Section 21:	W½SW¼, NE¼SW¼, SE¼NW¼
Section 32:	NW¼NW¼

Overriding Royalty Owned: 1/3 of 4%

(6) Joe H. and C. L. Patterson Lease

Converse County, Wyoming
Township 38 North, Range 74 West

Section 8:	S½SE¼
Section 9:	SW¼, W½SE¼, SE¼SE¼
Section 10:	SE¼, E½NE¼, SE¼NE¼
Section 11:	W½NW¼, N½SW¼
Section 15:	NE¼NW¼, N½NE¼
Section 17:	NW¼, W½NE¼, SE¼NE¼, SE¼SE¼
Section 18:	NE¼N½
Section 21:	SW¼NW¼, NW¼NW¼
Section 22:	NE¼, SE¼NW¼, N½SE¼, NE¼NW¼
Section 29:	SW¼SW¼
Section 31:	Lots 2, 3, 4, E½S[illegible] SE¼NW¼, N½SE¼, SW¼SE¼, E½[illegible], SW¼NE¼

Overriding Royalty Owned: 1/3 of 4%

(7) Pauline N. [illegible]atterson Lease

Conve[illegible]e County, Wyoming
Towns[illegible]p 38 North, Range 74 West

Sect[illegible] 19:	NE¼SE¼
Secti[illegible] 20:	N½SW¼, SE¼SW¼
Section 28:	NE¼, E½NW¼, SW¼NW¼
Section 29:	E½NW¼, W½NE¼, SE¼[illegible]¼
Section 30:	E½SE¼, SW¼SE¼
Section 31:	NW¼NE¼

Overriding Royalty Owned: 2%

(8) Sams-Adams Lease (Allen True Lease #1-[illegible]7-35600)

Campbell County, Wyoming
Township 57 North, Range 73 West

Section 1:	Lot 11, S½SW¼, SW¼SE¼
Section 2:	Lot 8, SW¼NW¼, NW¼SW¼
Section 3:	Lots 5, 6, S½NE¼, NE¼SE¼
Section 5:	Lots 7, 8, SE¼NE¼, SE¼NW¼ E½SW¼, SE¼
Section 6:	Lots 8, 13, 14, S[illegible] NE¼
Section [illegible]:	Lots 5, 6, E½NW¼
Section [illegible]2:	Lot 1, NW¼NE¼, N½N[illegible]¼

Township [illegible]7 North, Range 74 West

Section [illegible]	E½SE¼

Township [illegible]8 North, Range 73 West

Section 27:	W½NW¼, NW¼SW¼
Section 28:	NE¼SE¼, NE¼
Resurvey Tract 37 (originally described as NE¼NE¼ Section 34)	

Overriding [illegible]yalty Owned: 1/3 of 2%

(9) Walters Lease

Niobrara County, Wyoming
Township 40 North, Range 64 West
Section 15: SW¼, S½NW¼, N½SE¼

Overriding Royalty Owned: 2½%

(10) Flynn Leases

Converse County, Wyoming
Township 40 North, Range 74 West
Section 3: Lot 4
Section 4: Lot 1
Section 7: W½SE¼, NE¼SE¼, E½NE¼
Section 8: N½NW¼, W½NE¼, SE¼NE¼, NE¼SE¼
Section 9: NW¼SW¼, S½NW¼, NE¼NW¼, N½NE¼
Section 10: NW¼, W½NE, NE¼NE¼
Section 11: W½NW¼, SE¼NW¼, NE¼SW¼
Section 18: Lots 1, 2, NE¼NW¼, NW¼NE¼

Overriding Royalty Owned: 1/3 of 1/5%

Converse and Campbell Counties, Wyoming
Township 40 North, Range 73 West, 6th P.M.
Section 7: N½SE¼, SW¼NE¼, SE¼NW¼, NE¼SW¼, SE¼SE¼, Lot 3
Section 8: SE¼SW¼, S½SE¼, SW¼SW¼
Section 9: SW¼SW¼

Township 40 North, Range 75 West, 6th P.M.
Section 12: SE¼SW¼, SW¼SE¼, SE¼NW¼, N½SW¼
Section 13: N½NE¼, NW¼SE¼, S½NE¼, SW¼SE¼, SE¼SW¼, NE¼SW¼
Section 24: NE¼NW¼, NW¼NE¼, SW¼NE¼, SE¼SE¼

Township 41 North, Range 74 West, 6th P.M.
Section 28: SW¼SW¼, SE¼SW¼
Section 29: E½SE¼
Section 33: SE¼SE¼, NE¼NW¼, SW¼NW¼, NE¼SW¼, N½SE¼, SW¼SE¼
Section 34: S½SW¼, NW¼SW¼

Township 41 North, Range 74 West, 6th P.M.
Section 11: S½SW¼, SE¼SW¼
Section 12: SW¼SW¼
Section 20: S½SE¼, NW¼SE¼, SW¼NE¼
Section 21: S½SW¼
Section 25: NE¼NE¼
Section 28: NW¼NW¼
Section 29: E½NE¼

Township 41 North, Range 73 West, 6th P.M.
Section 8: S½NW¼, NE¼SW¼, NW¼SE¼
Section 30: Lot 1 also described as NW¼NW¼

Overriding Royalty Owned: 1/6 of 12.5%

B. WORKING INTERESTS

(1) United States of America Oil and Gas Lease W-0304-B
Johnson County, Wyoming
Township 42 North, Range 80 West
Section 3: N½ of Lots 1, 2, 3

Working Interest Owned: 50%

(2) United States of America Oil and Gas Lease W-0266595
Johnson County, Wyoming
Township 42 North, Range 80 West
Section 3: Lots 1, 2, 3, S½NE¼, E½SW¼, SE¼
Section 10: E½, E½W½
Section 11: W½

Working Interest Owned:

Royalty Interest Owned:

(3) United States of America Oil and Gas Leases W-34720 and W-43671
(#3 [illegible]11 Federal)
Campbell County, Wyoming
Township 52 North, Range 73 West
Section 7: Lots 3, 4, E½SW¼

Working Interest Owned: .019370[illegible]00

Royalty Interest Owned: .002768[illegible]00

C. MINERAL INTERESTS

(1) Johnson County, Wyoming
Township 44 North, Range 81 West
Containing 80 acres
Section 33: N½SE¼
Mineral Interest Owned: 25%

(2) Natrona County, Wyoming
Township 33 North, Range 78 West
Section 31: Lots 1, 2, 3, 4, E½W½, SE¼
Containing 477.60 acres

Mineral Interest Owned: 25%

(3) Natrona County, Wyoming
Township 33 North, Range 78 West
Section 28: W½SE¼, SE¼SW¼
Section 33: W½NE¼, NW¼SE¼
Containing 240 acres

Mineral Interest Owned: 3.125%

(4) Campbell County, Wyoming
Township 53 North, Range 73 West
Section 7: S½SE¼
Section 18: E½NE¼, N½SE¼, E½SW¼
Section 20: N½
Section 21: S½SE¼, SE¼SW¼
Section 22: SW¼, SW¼SE¼
Section 27: W½E½, SE¼NW¼, E½SW¼
Section 28: W½E½, S½NW¼, NE¼NW¼
Section 33: N½NW¼, NW¼NE¼

Township 53 North, Range 74 West
Section [illegible]: NE¼N½SE¼
Containing 1,880 acres

Mineral Interest Owned: 8-[illegible]38

[redacted] [redacted] [redacted]

(5) Campbell County, Wyoming
Township 53 North, Range 73 West
Section 17: W½W½, SE¼NW¼, NE¼SW¼
Section 18: S½SE¼
Section 19: S½
Containing 637.46 acres

Mineral Interest Owned: 8-1/3%

(6) Campbell County, Wyoming
Township 52 North, Range 73 West
Section 30: Lot 4, SE¼NW¼, E½SW¼, S½SE¼

Township 52 North, Range 74 West
Section 25: E½SE¼
Containing 323.59 acres

Mineral Interest Owned: 8-1/3%

(7) Campbell County Wyoming
Township 52 North, Range 73 West
Section 5: Lots 1, 2, S½NE¼, SE¼NW¼, NE¼SW¼
Lot 3
Section 6: Lots 4, 5, SW¼NE¼, SE¼NW¼, N½SE¼
Section 7: Lot 3

Township 52 North, Range 74 West
Section 3: SE¼SE¼
Section 4: E½SE¼
Section 9: E½E½
Section 14: SE¼NE¼

Township 53 North, Range 73 West
Section 29: SW¼
Section 30: Lots 2, 3, 4, SE¼NW¼, E½SW¼, SE¼
Section 31: Lots 3, 4, N½NE¼, SW¼NE¼, NE¼NW¼
Section 32: NW¼NW¼, E½W½, SW¼SE¼

Township 53 North, Range 74 West
Section 25: S½NE¼, E½SW¼, SE¼
Section 27: SW¼NW¼, W½SW¼, SE¼SW¼
Section 28: S½NW¼, SW¼
Section 29: S½NE¼, SE¼
Section 35: NE¼, S½S½, E½NW¼, SW¼NW¼,
NW¼SW¼

Containing 3339.45 acres

Mineral Interest Owned: 8-1/3%

(8) Campbell County, Wyoming
Township 57 North, Range 73 West
Section 7: SE¼NE¼, NE¼SE¼
Section 8: SW¼NW¼, N½SW¼, SE¼SW¼, SW¼SE¼
Section 17: NW¼NE¼
Section 19: NE¼
Section 20: Lots 3, 4, W½NW¼

Township 57 North, Range 73 and 74 West
Resurvey Tract 42

Township 57 North, Range 74 West
Lots A, B, C, D, E, F, G and H of Resurvey
Tract 55

Township 58 North, Range 74 West
Resurvey Tract 48
Resurvey Tract 50A
Section 30: Lot 12
Section 31: Lot 6
Containing 1,558.13 acres

Mineral Interest Owned: 8-1/3%

(9) Campbell County, Wyoming
Township 48 North, Range 70 West
Section 6: Lot 7, $SE\frac{1}{4}SW\frac{1}{4}$
Section 7: Lots 1, 2, 3, 4, $E\frac{1}{2}W\frac{1}{2}$

Township 48 North, Range 71 West
Section 1: $SE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$
Section 12: $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}$
Containing 861.43 acres.

Mineral Interest Owned: 1/3 of 12.5/861.43%

(10) Natrona County, Wyoming
Township 35 North, Range 88 West
Section 14: $NE\frac{1}{4}$
Containing 160 acres

Mineral Interest Owned: 25%

D. LAND

Fee title to the following lands near the Casper Country Club, Natrona County, Wyoming:

Natrona County, Wyoming
Township 33 North, Range 79 West 6th P.M.
Section 19: $S\frac{1}{2}NW\frac{1}{4}SE\frac{1}{4}SW\frac{1}{4}$
Containing 5 acres, more or less

EXHIBIT "B"

ESTATE OF MARK J. DAVIS

PERSONAL PROPERTY

(1) 10 shares of stock in Mosher Syndicated No. 5

(2) 3,260 shares of stock in Teapot Consolidated Oil Co.

560

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement for Warranty Deed, dated the 18th day of January, 1982, between MURLAND M. MORSS and DONA RAE MORSS, husband and wife, as Sellers, and LAWRENCE J. VENTURA and CHARLOTTE Q. VENTURA husband and wife, as Buyers, the Sellers did agree to sell and the Buyers did agree to buy a certain tract of real property, to-wit:

> Lot 4 and 5, Block 2, Jones Addition to the Town of Pinedale, Sublette County, Wyoming as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming; TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents or of record; SUBJECT TO easements and rights of way of record or in use.

Buyers' address for tax purposes is: P.O. Box 708, Pinedale, WY 82941.

There are many other covenants in the original Agreement for Warranty Deed of which each party has a copy and which is also escrowed in the First National Bank of Pinedale, Pinedale, WY 82941.

DATED this 18th day of January, 1982.

SELLERS:

Murland M. Morss
MURLAND M. MORSS

Dona Rae Morss
DONA RAE MORSS

BUYERS:

Lawrence J. Ventura
LAWRENCE J. VENTURA

Charlotte Q. Ventura
CHARLOTTE Q. VENTURA

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by MURLAND M. MORSS and DONA RAE MORSS this 18th day of January, 1982.

Witness my hand and official seal.

Notary Public

My commission expires: 10-30-85

Jo Ann Doughty Notary Public
County of State of
Sublette Wyoming
My Commission Expires Oct 30, 1985

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by LAWRENCE J. VENTURA and CHARLOTTE Q. VENTURA this 18th day of January, 1982.

Witness my hand and official seal.

Jo Ann Doughty
Notary Public

My commission expires: 10-30-85

Jo Ann Doughty Notary Public
County of State of
Sublette Wyoming
My Commission Expires Oct 30, 1985

188340

RECORDED January 18 1982 3:00 P
BOOK 39 Misc PAGE 560
Jo Ann Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
By Dorothy Wilson

RIGHT [redacted] Y AND EASEME[redacted]

STATE OF

COUNTY OF

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by NORTHWEST PIPELINE CORPORATION, a corporation, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right of way and easement to locate, survey a route, construct, entrench, maintain and operate a pipeline with appurtenances thereto including, but not limited to, valves, metering equipment, and cathodic equipment, and in connection therewith, a road (said pipeline, appurtenances, valves, metering equipment, cathodic equipment and roads being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made of hereafter to be made by Grantee, through and over the said land on a right of-way 60 feet in width.

This right of way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right of way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right of way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time, and upon permanent abandonment of said right of way and removal of all improvements constructed thereon, shall execute and record a reconveyance and release hereof, whereupon this right of way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities and no road, reservoir, excavation, obstruction or structure shall be constructed, created or maintained on, over, along or within said right of way without Grantee's prior written consent. Grantee shall, during initial construction, bury said pipeline below ordinary plow depth.

Grantee shall pay to Grantor all damages to Grantor's growing crops and timber caused by the construction, maintenance, repair, replacement or removal of the pipeline and appurtenances. It is mutually agreed that should any dispute arise as to such damages, the same, if not mutually agreed upon, shall at the written request of either party be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantor and one by Grantee within 30 days after such request, and if the two so chosen be unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantor or the Grantee, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantor or Grantee, by the senior Federal District Judge of the District wherein the land lies and the decision of any two of the arbitrators thus appointed shall be final and conclusive.

For the same consideration Grantor grants to the Grantee the right to construct, maintain and operate on said right of way, an additional pipeline or pipelines and appurtenances thereto, and in the event Grantee exercises this right Grantee shall pay Grantor the sum of $1.00 per lineal rod for each additional pipeline constructed, as well as damages caused by Grantee to grantor's growing crops and timber; and Grantee shall in such case have the same rights with respect to such additional facilities as are hereby granted with respect to the original facilities to be constructed.

Grantor represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county, and in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

DESCRIPTION OF PROPERTY SITUATED IN Sublette COUNTY, STATE OF Wyoming

Subdivision	Section	Township	Range	B. & M.
SW¼SE¼;	21	27 North	112 West, 6th P.M.	

183818

RECORDED January 12 1982 8:00 AM
IN BOOK 59 Misc. PAGE 561
FEES $6.00 Lena Yost COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Deputy Marilyn McClure

[redacted]STER NO. 01817

WITNESS THE E[redacted]CUTION HEREOF THE 29 DAY OF July 19 80, A.D.

by
Witness to Signature(s)

Walter C. Yose, Jr.

Project Name: Big Piney G.S.
Belco-East LaBarge #29-28
W/O 17085 Dwg. No. Topo.
R/W 80035 Grant No. 1

FORM NWP 1080-2 (1-77)

561

562.

...BER NO. [redacted]

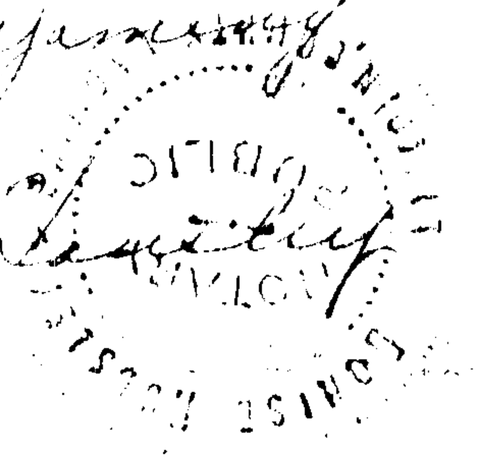
State of Wyoming
County of Fremont

On this 29th day of July, 1980
before me personally appeared
Walter C Yates, to me known to be the person
described in and who executed the foregoing
instrument and acknowledged that he executed the same
as his free act and deed.

Walter C Yates

My Commission Expires:
Oct 15 1980

Notary Public Fremont Co
State of Wyoming



RIGHT-OF-WAY AGREEMENT

For and in consideration of the sum of Ten Dollars and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, Budd and Sons Land Company, a partnership, the undersigned, hereinafter referred to as Grantor, does hereby grant and convey unto Northwest Pipeline Corporation, a Corporation, its successors and assigns, hereinafter referred to as Grantee, an easement and right-of-way to survey, clear and excavate for, lay, construct, operate, inspect, maintain, protect, repair, replace or remove one (1) pipeline and appurtenances only for the transportation of natural gas, oil or oil products from the well known as Belco-Budd 4-4 which can be transported through said pipeline along a route on, under, across and through the following described land owned by Grantor, situate in the County of Sublette, State of Wyoming, to wit:

In Township 29 North, Range 113 West of the 6th P.M.
Section 4: Said right-of-way being a right-of-way of 50 feet in width and being 25 feet on each side of a centerline, which is particularly described on Exhibit "A" attached hereto and by this reference made a part hereof;

together with right of ingress and egress to and from said land for the purposes necessary or incident to the exercise by said Grantee of the easement granted by this deed, hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Grantee may also use said easement and right-of-way for the transportation of natural gas, oil or oil products from other wells, whether such wells now exist or later come into existence, provided that Grantee obtains from Grantor additional easements and rights-of-way from any such well or wells to the easement and right-of-way herein granted.

Grantor reserves the right to use said land for any and all purposes, except the purposes hereby granted to said Grantee,

RECORDED January 19 — 1982 8:00 A.M.
IN BOOK 59 Misc. — PAGE 563
FEES $12.00 — Lana J. Yorke — COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

183819 — REGISTER NO. 61882

Lana J. Yorke Misc. 563

provided said use does not prevent the exercise by said Grantee of the easement granted by this instrument.

Grantee agrees to pay any damage to growing crops, pasturage, fences and other improvements of Grantor on said land caused by Grantee's operation and construction hereunder. In the event the parties hereto cannot agree within sixty (60) days after written request for such determination shall have been made by one party upon the other, as to the amount of said damages, the determination thereof, at the written request of either party shall be submitted to a board of three (3) arbitrators, who, by majority decision, shall promptly decide and determine the amount of said damages, after having given to each party a reasonable opportunity to present evidence and arguments pertaining thereto. Within ten (10) days after written request hereinabove provided has been made each party shall notify the other in writing of its selection of an arbitrator and the two arbitrators so selected shall select the third arbitrator, the three arbitrators thus selected constituting the board of arbitrators. If either party shall fail to name an arbitrator within the ten (10) days from such demand, then, upon written application by the other party, such arbitrator may be appointed by the District Court within and for the County wherein said lands are located. If the two arbitrators shall fail, within ten (10) days after their appointment, to agree upon and appoint the third arbitrator, then upon written application by either party, such third arbitrator may be appointed by the District Court within and for the County wherein said lands are located. The fees and expenses of said board of arbitration shall be equally divided between Grantor and Grantee. Said arbitration procedure, set forth above, shall conform, as nearly as possible, to the "Uniform Arbitration Act."

Grantee agrees to lay and maintain said pipeline so it will not interfere with the use of any ditch or roadway and to bury said line so it will not interfere with the cultivation of the surface of said premises. Grantee further agrees not to construct any fences along or upon said right-of-way.

This easement and right-of-way shall continue in force so long as said lands are used for maintenance and operation of a pipeline for transportation of gas, oil or products thereof, but should such use terminate and Grantee, its successors or assigns, fail to use such line for a period of six (6) consecutive calendar months, this easement and right-of-way shall terminate, cease and be nullified as full and effectually as though this instrument had never been subscribed and delivered. In such event, Grantee, its successors or assigns, may remove its pipelines and all of its fixtures, appurtenances and other property within said right-of-way, and shall remove the same within six (6) months after Grantor shall mail Grantee, its successors or assigns, a written request therefor, in default of which said pipeline and all of the other property of Grantee, its successors or assigns, within said right-of-way shall become and remain the property of Grantor and Grantee, its successors or assigns, shall have no further rights thereto. Grantee, its successors or assigns, after any such removal, shall restore the ground surface to its present condition and pay all damages caused Grantor thereby, subject to arbitration as provided above.

By accepting this easement, the Grantee covenants and agrees to save the Grantor harmless from any and all damages caused to the Grantor or others resulting from or occasioned by, operations of the Grantee in the use of said easement, including attorney fees and costs incurred by Grantor by reason of any action or claim for damages.

It is further understood and agreed that the easement and right-of-way herein granted is subject to all rights-of-way and easements of record and to the continuing right of the Grantor to extend or renew any or all of said rights-of-way and easements and that the easement and right-of-way herein granted will continue to be subject to any right-of-way and easement of record which is extended or renewed.

It is further agreed that whenever used, the singular number shall include the plural, the plural the singular, and the

use of any gender shall include all genders, and that the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto, and that Grantee, its successors and assigns, may assign the rights herein granted in whole or in part.

IN WITNESS WHEREOF, this easement deed has been executed by the Grantor this 29 day of May, 1980.

Budd and Sons Land Company,
a partnership

By _____
General Partner

The State of Wyoming)
: ss.
County of Sublette)

The foregoing Right-Of-Way Agreement was acknowledged before me by DAN S. BUDD, SEC. _____, this 29th day of MAY, 1980.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: JAN. 10, 1983 .

[redacted] June [redacted]

EXHIBIT A

NORTHWEST PIPELINE CORPORATION

BELCO - BUDD #4-4 WELL LINE
CROSSING A PORTION OF BUDD & SONS LAND CO. PROPERTY
FOR A 50 FOOT RIGHT OF WAY
SECTION 4, TOWNSHIP 29 NORTH, RANGE 113 WEST, 6TH P.M.
SUBLETTE COUNTY, WYOMING

A strip of land 50 feet wide across a portion of Section 4, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being 25 feet northeasterly and 25 feet southwesterly of the following described survey line:

Beginning at a point located in the northeast quarter of the southwest quarter of Section 4, said point bears South 89° 41' East, a distance of 2094.6 feet from the West quarter corner of said Section 4;

Thence North 0° 28' West, a distance of 40.0 feet;

Thence North 11° 20' West, a distance of 403.7 feet;

Thence North 11° 35' West, a distance of 1346.0 feet;

Thence North 15° 41' West, a distance of 277.8 feet;

Thence South 79° 23' West, a distance of 93.6 feet;

Thence South 79° 30' West, a distance of 453.8 feet;

Thence North 62° 11' West, a distance of 544.1 feet to the end of the line at a point located in the northwest quarter of the northwest quarter of said Section 4, said point bears North 16° 43' East, a distance of 2259.7 feet from the West quarter corner of said Section 4.

The length of the above described survey line is 3159.0 feet, or 191.455 rods, or 0.598 miles.

Dwg. No. 21N761.0-4-1

R/W No. 80034

REGISTER N [redacted]

562

A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

JOHN S. MACKEY being first duly sworn upon his oath, according to law, deposes and says:

1-

That by written agreement made and entered on the 15th day of September, 1980, this affiant, JOHN S. MACKEY, and V. L. LOONEY of Pinedale, Wyoming, Parties of the First Part under said agreement and denoted therein as "Seller", did promise, covenant and agree to sell and convey the following described lands and real estate situate in the County of Sublette and State of Wyoming, to-wit:

Tract No. 14 of the Daniel Meadows Unit C Subdivision as the same appears on the plat and map thereof, approved by the Board of County Commissioners of Sublette County on the 4th day of December, 1979, and on file and of record in the office of the County Clerk of Sublette County, Wyoming;

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO easements and rights of way of record or in actual use for telephone lines, electric transmission lines, and irrigation ditches and canals, AND SUBJECT FURTHER TO all outstanding mineral interests, AND SUBJECT FURTHER TO restrictive covenants of record in the office of the Sublette County Clerk, BUT OTHERWISE FREE AND CLEAR of all exceptions, reservations, defects and encumbrances;

unto SIDNEY L. COLEMAN and SAUNDRA L. COLEMAN, husband and wife, of 1107 Ninth Street, Rock Springs, Wyoming 82901, Parties of the Second Part under said agreement and in said agreement denoted as "Purchaser";

That the consideration for said property is to be paid in

186367

RECORDED January 21 1982 8:00 AM
IN BOOK 39 Misc. PAGE 568
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McInnis

installments and the final installment of said consideration, together with interest, is to be made on the 15th day of October, 1990;

3-

Upon payment of the consideration for said lands, purchase price, as set forth in said agreement, together with all interest, on the 15th day of October, 1990, or such other time as payment of the purchase price and interest shall be made, Seller will convey by statutory form of warranty deed the above described lands and real estate unto Purchaser;

4-

Possession of the above real property has been delivered unto Purchaser and Purchaser may remain in possession thereof so long as compliance is made with all of the material covenants of said agreement, including the payment of purchase price, together with interest;

5-

Said agreement contains the usual and customary provisions for recovery of the property, and termination of the interests of Purchaser, in event of default in the payment of purchase price, together with interest, and other material covenants of the agreement;

6-

All taxes levied upon said property in the year 1980 and prior thereto are to be paid by Seller;

7-

All taxes levied upon said property in the year 1981 and thereafter are to be paid by Purchaser.

John S Mackey

JOHN S. MACKEY

Subscribed and sworn to before me this 20th day of January, 1982.

FAYE HAMMONS Notary Public
County of Sublette State of Wyoming
My Commission expires November 22, 1983

Faye Hammons

Notary Public

69

570

E A S E M E N T

THAT YOSE CATTLE COMPANY, a Wyoming Corporation of Sublette County, State of Wyoming, party of the first part, for and in consideration of the sum of Ten (10.00) Dollars and other valuable considerations, receipt of which is hereby acknowledged, have granted and conveyed, and by these presents does grant and convey unto the County of Sublette, State of Wyoming, party of the second part, its successors and assigns, an EASEMENT for a right-of-way to place, construct, operate, repair, and maintain the DRY PINEY COUNTY ROAD NO. 23-198 through, across, and upon the following described property of the party of the first part, located in Sublette County, State of Wyoming, to-wit:

That part of Tract 44 of Sections 23 and 26, T28N, R113W, Sublette County, Wyoming being part of that tract of record in the Office of the Clerk of Sublette County in Book 12 of Deeds on page 273 lying and being situate within the bounds of DRY PINEY COUNTY ROAD NO. 23-198 described as follows:

See Exhibit "A"

This easement is to supplant that easement of record in said Office in Book 32 of Miscellaneous on page 79.

188367

RECORDED January 21 1982 2 PM
IN BOOK 39 Misc PAGE 270
FEES 5.00 Paid Sublette COUNTY
SUBLETTE COUNTY CLERK Doris Williams

Said party of the first part, its successors and assigns shall have full use and enjoyment of the said premises except for the uses and purposes hereinbefore granted. The party of the second part shall have full right of ingress and egress to and from said described lands for the purpose of exercising the rights herein granted.

This grant of easement shall at all times be deemed to be, and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives, and assigns of the party of the first part.

IN WITNESS WHEREOF, the party of the first part has caused its seal to be hereunto affixed and these presents to be signed by its duly authorized officers on the 8th day of January, 19 82

Attest: YOSE CATTLE CO. CORPORATE Seal WYO.

Maurine Weyhmiller
Secretary

Walter C. Yose, Jr.
President

STATE OF WYOMING)
COUNTY OF SUBLETTE) ss

The foregoing instrument was acknowledged to before me by Walter C. Yose, Jr., this 8th day of January, 1982.

Witness my hand and official seal. PAUL N. SCHEELE NOTARY PUBLIC STATE OF WYOMING

Paul N. Scheele
Notary Public

My Commission Expires: 29 April 1984

DRY PINEY COUNTY ROAD NO. 23-198

Exhibit "A"

To-wit:--

That part of the SW¼NE¼, S½NW¼, NW¼NW¼ of Section 14, NE¼, N½NW¼ of Section 15, N½NE¼, SW¼NE¼, S½NW¼ of Section 16, SE¼NE¼, N½SE¼, NE¼SW¼, S½SW¼ of Section 17, S½SE¼ of Section 18, NW¼NE¼, NE¼NW¼, Lot 1 (NW¼NW¼) of Section 19, all of T28N, R112W, and that part of Tracts 46 and 45 of Section 24, Tract 45, Lots 7, 6, 5, Tract 44 of Section 23, Lot 2 of Section 26, Lot 1, Tracts 48 and 49 of Section 27, Tracts 49 and 50, Lots 5, 7, 8, 9 of Section 28, all of T28N, R113W, Sublette County, Wyoming described as follows:

A strip of land eighty (80) feet in width the center-line described as follows:

BEGINNING at Station 0+00, being the cattleguard within the right-of-way for U.S. 189, thence N74°-10.5'W, 22.0 feet to Station 0+22.00, S58°-22-E, 3951.78 feet from the northwest corner of said Section 14 and N81°-13'E, 3390.79 feet from the west one-quarter corner of said Section 14;
thence N74°-10.5'W, 458.82 feet to Station 4+80.82;
thence N76°-46.5'W, 1285.18 feet to Station 17+66.00;
thence N79°-11'W, 1453.84 feet to Station P.C. 32+19.84;
thence Westerly, 236.37 feet along a circular curve to the left through a central angle of 02°-08.7' with a radius of 6314.00 feet and tangent of 118.20 to Station S_L 34+56.21 on the west line of said Section 14, N00°-28.5'W, 1306.15 feet from the west one-quarter corner of said Section 14;
thence continuing Westerly, 357.98 feet along said circular curve to the left through a central angle of 03°-14.9' with a radius of 6314.00 feet and tangent of 179.04 feet to Station P.T. 38+14.19;
thence N84°-34.5'W, 35.02 feet to Station P.C. 38+49.21;
thence Westerly, 299.43 feet along a circular curve to the left through a central angle of 07°-50.9' with a radius of 2186.00 feet and tangent of 149.95 feet to Station P.T. 41+48.64;
thence S87°-35'W, 479.64 feet to Station 46+28.28;
thence S89°-04'W, 962.40 feet to Station P.C. 55+90.68;
thence Northwesterly, 523.60 feet along a circular curve to the right through a central angle of 08°-44.0' with a radius of 3435.00 feet and tangent of 262.31 feet to Station P.T. 61+14.28;
thence N81°-11.5'W, 634.19 feet to Station 67+48.47;
thence N78°-30'W, 597.20 feet to Station P.C. 73+45.67;
thence Westerly, 1221.68 feet along a circular curve to the left through a central angle of 21°-05.0' with a radius of 3320.00 feet and tangent of 617.83 feet to Station P.T. 85+67.35;
thence S80°-25'W, 170.70 feet to Station S_L 87+38.05 on the west line of said Section 15, S00°-01'W, 1061.8 feet from the northwest corner of said Section 15;
thence continuing S80°-25'W, 724.5 feet to Station 94+62.55;
thence N89°-15'W, 742.5 feet to Station P.C. 102+05.05;
thence Southwesterly, 386.90 feet along a circular curve to the right through a central angle of 27°-05.0' with a radius of 818.51 feet and tangent of 197.14 feet to Station P.T. 105+91.95;
thence S63°-40'W, 292.9 feet to Station 108+84.85;
thence S68°-59'W, 559.3 feet to Station 114+44.15;
thence S62°-22'W, 754.8 feet to Station 121+98.95;
thence S72°-04'W, 612.0 feet to Station 128+10.95;
thence S76°-08'W, 853.8 feet to Station 136+64.75;
thence S75°-42'W, 604.9 feet to Station S_L 142+69.65 on the west section line of said Section 16, N00°-03'W, the base bearing for this survey, 156.8 feet from the west one-quarter corner of said Section 16;
thence S75°-47'W, 730.19 feet to Station P.C. 149+99.84;
thence Southwesterly, 347.60 feet along a circular curve to the left through a central angle of 15°-42.0' with a radius of 1268.55 feet and tangent of 174.00 feet to Station P.T. 153+47.44;
thence S60°-05'W, 49.76 feet to Station P.C. 153+97.20;

thence Southwesterly, 309.98 feet along a circular curve to the right through a central angle of 04°-26.0' with a radius of 4006.13 feet and tangent of 155.07 feet to Station P.T. 157+07.18;
thence S64°-31'W, 1495.30 feet to Station P.C. 172+02.48;
thence Southwesterly, 442,97 feet along a circular curve to the right through a central angle of 03°-06.0' with a radius of 8178.37 feet and tangent of 221.54 feet to Station P.T. 176+45.45;
thence S67°-37'W, 944.32 feet to Station 185+89.77;
thence S69°-51'W, 472.12 feet to Station P.C. 190+61.89;
thence Southwesterly, 159.13 feet along a circular curve to the left through a central angle of 51°-57.5' with a radius of 175.46 feet and tangent of 85.51 feet to Station P.T. 192+21.02;
thence S55°-23.5'W, 316.04 feet to Station P.C. 195+37.06;
thence Southwesterly, 470.16 feet along a circular curve to the right through a central angle of 12°-36.5' with a radius of 2136.25 feet and tangent of 236.03 feet to Station P.T. 200+07.22;
thence S68°-00.5'W, 48.47 feet to Station S_L 200+55.69 on the west section line of said Section 17, N00°-03.5'W, 510.54 feet from the southwest corner of said Section 17;
thence continuing S68° 00.5'W, 790.85 feet to Station 208+46.54;
thence S69°-51'W, 795.40 feet to Station S_L 216+41.84 on the south section line of said Section 18, S87°-41.5'W, 1481.51 feet from the southeast corner of said Section 18;
thence continuing S69° 51'W, 358.40 feet to Station P.C. 220+00.24;
thence Southwesterly, 328.96 feet along a circular curve to the left through a central angle of 11°-06.0' with a radius of 1697.53 feet and tangent of 165.00 feet to Station P.T. 223+29.20;
thence S58°-45'W, 208.40 feet to Station P.C. 225+37.60 BK = 225+37.90AH;
thence Southwesterly, 255,65 feet along a circular curve to the right through a central angle of 10°-43.0' with a radius of 1366.61 feet and tangent of 128.20 feet to Station P.T. 227+93.55;
thence S69°-28'W, 677.46 feet to Station P.C. 234+71.01;
thence Southwesterly, 1021.47 feet along a circular curve to the right through a central angle of 20°-22.0' with a radius of 2873.14 feet and tangent of 516.18 feet to Station P.T. 244+92.48;
thence S89°-50'W, 989.46 feet to Station S_L 254+81.94 on the west line of said Section 19, S00°-24.5'E, 53.74 feet from Corner No. 1 of Tract 46 of said Section 24;
thence S89°-50'W, 48.90 feet to Station P.C. 255+30.84;
thence Southwesterly, 450.40 feet along a circular curve to the left through a central angle of 16°-08.9' with a radius of 1598.06 feet and tangent of 226.70 feet to Station P.T. 259+81.24;
thence S73°-41.5'W, 811.78 feet to Station 267+93.02;
thence S74°-27'W, 1762.92 feet to Station T_R 285+55.94 on the west line of Tract 46, N00°-03.5'E, 546.28 feet from Corner No. 3 of said Tract 46;
thence continuing S74° 27'W, 542.97 feet to Station P.C. 290+98.91;
thence Westerly, 429.52 feet along a circular curve to the right through a central angle of 15°-52.7' with a radius of 1549.83 feet and tangent of 216.15 feet to Station P.T. 295+28.43;
thence N89°-40'W, 154.18 feet to Station P.C. 296+82.61;
thence Westerly, 387.75 feet along a circular curve to the left through a central angle of 17°-33.5' with a radius of 1265.29 feet and tangent of 195.41 feet to Station P.T. 300+70.36;
thence S72°-46.5'W, 73 37 feet to Station S_L 308+04.73 on the west line of said Section 24, S00°-04.5'W, 15 90 feet from the west one-quarter corner of said Section 24;
thence S72°-44.5'W, 3 83 feet to Station T_R 311+90.56 on the south line of Tract 45, N89°-01'E, 407.18 fe from Corner No. 5 of said Tract 45;
thence S73°-54'W, 1271.06 feet to Station P.C. 324+61.64 BK = 324+61.62AH;
thence Southwesterly, 159.24 feet along a circular curve to the left through a central angle of 05°-45.0' with a radius of 1586.53 feet and tangent of 79.69 feet to Station P.T. 326+26.86;
thence S68°-08.5'W, 116.72 feet to Station P.C. 327+31.58;
thence Southwesterly, 24.08 feet along a circular curve to the right through a central angle of 18°-12.9' with a radius of 704.83 feet and tangent of 13.00 feet to Station P.T. 329+55.66;
thence S86°-21.5'W, 95 t feet to Station P.C. 330+50.87;
thence Southwesterly, .28 feet along a circular curve to the left through a central angle of 05°-48.1' a radius of 1947.96 feet and tangent of 98.72 feet to Station P.T. 332+48.15;
thence S80°-33.5'W, 8 feet to Station P.C. 335+77.73;
thence Southwesterly .72 feet along a circular curve to the left through a central angle of 14°-28.0' a radius of 1246.39 feet and tangent of 158.20 feet to Station P.T. 338+92.45;
thence S66°-05.5'W, 58 feet to Station T_R 343+33.03 on the east line of Tract 44, N00°-04.5'E, 470.8 et from Corner No. 6 of said Tract 44;
thence S69°-21.5'W, 4 78 feet to Station 347+80.81;
thence S71°-32'W, 971. feet to Station T_R 357+52.05 on the south line of said Tract

44, N89°-46.5'W, 1339.56 feet from said Corner No. 6 of Tract 44;
thence S72°-34'W, 588.52 feet to Station S_L 363+40.57 on the west line of said Section 26, S00°-08.5'W, 486.77 feet from the northwest corner of said Section 26;
thence S73°-42.5'W, 733.40 feet to Station T_R 370+73.97 on the east line of Tract 48, S00°-05.5'E, 387.03 feet from Corner No. 1 of said Tract 48;
thence S73°-13'W, 2931.59 feet to Station P.C. 400+05.56;
thence Southwesterly, 157.25 feet along a circular curve to the left through a central angle of 11°-19.5' with a radius of 795.49 feet and tangent of 78.88 feet to Station P.T./TR 401+62.81 on the south line of said Tract 48, N89°-44.5'W, 356.36 feet from Corner No. 4 of said Tract 48;
thence S61°-53.5'W, 519.88 feet to Station P.C. 406+82.69;
thence Westerly, 194.27 feet along a circular curve to the right through a central angle of 29°-48.5' with a radius of 373.41 feet and tangent of 99.39 feet to Station P.T. 408+76.96;
thence N88°-18'W, 200.96 feet to Station P.C. 410+77.92;
thence Westerly, 212.86 feet along a circular curve to the left through a central angle of 19°-09.3' with a radius of 636.69 feet and tangent of 107.43 feet to Station P.T. 412+90.78;
thence S72°-32.5'W, 585.84 feet to Station S_L 418+76.62 on the west line of said Section 27, N00°-04.5'E, 541.22 feet from the west one-quarter corner of Section 27;
thence S72°-26'W, 668.60 feet to Station T_R 425+45.22 on a west line of said Tract 49, S00°-04'E, 703.26 feet from Corner No. 5 of said Tract 49;
thence S72°-41.5'W, 1390.20 feet to Station T_R 439+35.42 on the east line of Tract 50, N00°-03.5'E, 176.89 feet from Corner No. 8 of said Tract 50;
thence S71°-58'W, 547.91 feet to Station T_R 444+83.33 on a south line of said Tract 50, S89°-12.5'E, 799.86 feet from Corner No. 7 of said Tract 50;
thence S72°-04'W, 82.62 feet to Station P.C. 445+65.95;
thence Southwesterly, 179.54 feet along a circular curve to the left through a central angle of 05°-06.1' with a radius of 2016.43 feet and tangent of 89.83 feet to Station P.T. 447+45.49;
thence S66°-58'W, 597.38 feet to Station T_R 453+42.87 on an east line of said Tract 50, S00°-34'E, 333.07 feet from said Corner No. 7 of Tract 50;
thence S63°-42.5'W, 1319.04 feet to Station P.C. 466+61.91;
thence Southwesterly, 148.15 feet along a circular curve to the right through a central angle of 03°-03.4' with a radius of 2776.78 feet and tangent of 74.09 feet to Station P.O.C. 468+10.06 on west line of said Tract 50, N00°-34.5'W, 321.10 feet from Corner No. 5 of said Tract 50;
thence continuing Southwesterly, 151.56 feet along a curcular curve to the right through a central angle of 03°-07.6' with a radius of 2776.78 feet and tangent of 75.80 feet to Station P.T. 469+61.62;
thence S69°-53.5'W, 114.72 feet to Station 470+76.34, the POINT OF TERMINATION, N18°-41'E 1387.35 feet from the southwest corner of said Section 28 within the right-of-way for Big Piney Calpet County Road No. 23-134;

all in accordance with the plat prepared and filed for record in the Office of the Clerk of Sublette County for DRY PINEY COUNTY ROAD NO. 23-198 dated 18 June 1981.

Paul N. Scherbel
Surveyor Scherbel, Ltd.
Registered Land Surveyor NO. 164
Big Piney, Wyoming 83113

30 June 1981

"Modification in any way of the for·going description terminates liability of the surveyo

MEMORANDUM OF SALE

To Whom It May Concern:

This is to certify that there has been a sale of the property described as: Township 36 North, Range 110 West of the 6th P.M., Sublette County, Wyoming

Section 21: Tract 15

The property was sold to Steven R. Willoughby and Linda S. Willoughby, husband and wife, by Merlin E. Carpenter and Jean E. Carpenter, husband and wife, on Contract for Deed, escrowed at Wyoming National Bank in Casper, Wyoming.

Seller: Merlin E. Carpenter

Seller: Jean E. Carpenter

Buyer: Steven R. Willoughby

Buyer: Linda S. Willoughby

State of Wyoming

County of Natrona

The foregoing instrument was acknowledged before me by: Merlin E. Carpenter and Jean E. Carpenter husband and wife, Steven R. Willoughby and Linda S. Willoughby, husband and wife, this 8th day of January, 1982.

188392

RECORDED January 8, 1982 11:00 A.M.
IN BOOK 39 Misc PAGE 514
FEES $10.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Notary Public

My Commission Expires

A F F I D A V I T O F S U R V I V O R S H I P

THE STATE OF WYOMING,)
: ss.
County of Sublette.)

TONI P. GILCHRIST states on oath as follows:

1. That she is the owner of an interest in the real property hereafter described and is a person entitled to make this affidavit pursuant to Section 2-9-102 of the Wyoming Revised Probate Code of 1980, to-wit:

> The West Half of the West Half of the Northeast Quarter of the Southeast Quarter (W2W2NE4SE4) of Section 11, Township 30 North, Range 111 West of the 6th P.M., Sublette County, Wyoming.

2. That under warranty deed executed on September 1, 1972, Helen L. O'Brien and Shirley L. Setzler, singler persons, grantors conveyed and warranted said real property to Alexander M. Gilchrist, Jr. and Toni P. Gilchrist, husband and wife, Helen L. O'Brien and Shirley L. Setzler, single persons, as joint tenants with right of survivorship and not as tenants in common, which deed was recorded in the office of the Clerk of Sublette County, Wyoming, on March 20, 1975, in Book 17 of Warranty Deeds, at Page 460.

3. That under quitclaim deed executed on February 14, 1979, Alexander Marshall Gilchrist, Jr., a single person, also known as Alexander M. Gilchrist, Jr., conveyed and quitclaimed all of his right, title and interest in said real property to his former wife, Toni Annette Gilchrist, also known as Toni P. Gilchrist, which deed was recorded in Sublette County, Wyoming, on March 13, 1979, in Book 6 of Quitclaim Deeds, at Page 154.

4. That Helen L. O'Brien died intestate in Sublette County, Wyoming, on September 14, 1979, while a resident of said county; that her death terminated her interest and estate in said real property; and that a certified copy of her death certificate is attached hereto.

5. That by virtue of the death of Helen L. O'Brien, title and ownership of said real property became solely vested in Toni P. Gilchrist a/k/a Toni Annette Gilchrist and Shirley L. Setzler, single persons, whose mailing address for tax notice purposes is P.O. Box 576, in Big Piney, Wyoming 83113, as joint tenants, with right of survivorship.

Toni P. Gilchrist
Toni P. Gilchrist

The foregoing affidavit of survivorship was acknowledged, subscribed and sworn to before me by Toni P. Gilchrist a/k/a Toni Annette Gilchrist this 21st day of December, 1981.

Given under my hand and notary seal.

William H. Jackson
William H. Jackson
Notary Public

Commission Expires:

January 5, 1983.

WILLIAM H. JACKSON NOTARY PUBLIC SUBLETTE COUNTY, WYO.

183195

RECORDED January 22 1982 2:00 P M
IN BOOK 39 Misc PAGE 575
FEES $ 6.00 Paid COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

575

576

STATE OF WYOMING

DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 15

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

IF DEATH OCCURRED IN INSTITUTION SEE HANDBOOK REGARDING COMPLETION OF RESIDENCE ITEMS

DECEDENT - NAME: FIRST	MIDDLE	LAST	SEX	DATE OF DEATH (Mo., Day, Yr.)
1. Helen	L.	O'Brien	2. Female	3. Sept. 14, 1979

RACE - (e.g., White, Black, American Indian, etc.) (Specify)	ORIGIN OR DESCENT (e.g. Italian, Mexican, German, Puerto Rican, English, Cuban, etc.) (Specify)	AGE - Last Birthday (Years)	UNDER 1 YEAR: MOS.	UNDER 1 YEAR: DAYS	UNDER 1 DAY: HOURS	UNDER 1 DAY: MINS.	DATE OF BIRTH (Mo., Da.
4a. White	4b. German Irish	5a. 64	5b.		5c.		6. Jan. 16 191

PLACE OF DEATH - Hospital or other Institution Name (If not in either give street and number)	IF HOSP OR INST: Indicate DOA, OP/Emer., Inpatient (Specify)	CITY, TOWN OR LOCATION OF DEATH	COUNTY OF DEATH
7a. Rural Big Piney	7b. ----------	7c. Big Piney	7d. Sublette

STATE OF BIRTH (If not U.S.A., name country)	CITIZEN OF WHAT COUNTRY	MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify)	SURVIVING SPOUSE (If wife, give maiden name)	WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify Yes or No)
8. Wyoming	9. U.S.A.	10. Never	11. ----------	12. No

SOCIAL SECURITY NUMBER	USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)	KIND OF BUSINESS OR INDUSTRY
13. 520-14-2946	14a. Assistant Vice Pres. Bank	14b. Banking

RESIDENCE - STATE	COUNTY	CITY, TOWN OR LOCATION	STREET AND NUMBER	INSIDE CITY LIMI (Specify Yes or No)
15a. Wyoming	15b. Sublette	15c. Big Piney	15d. Rural	15e. No

PARENTS

FATHER NAME: FIRST	MIDDLE	LAST	MOTHER Maiden NAME: FIRST	MIDDLE	LAST
16. Patrick		O'Brien	17. Laura		Schinsel

INFORMANT - NAME (Type or Print)	MAILING ADDRESS: STREET OR R.F.D.	CITY OR TOWN	STATE	ZI
18a. Shirley Setzler	18b. Box 576	Big Piney	Wyoming	83113

DISPOSITION

BURIAL, CREMATION, REMOVAL, OTHER (Specify)	CEMETERY OR CREMATORY - NAME	LOCATION: CITY OR TOWN	STA
19a. Burial	19b. Plainview	19c. Big Piney	Wyo.

FUNERAL SERVICE LICENSEE OR Person (Signature) As Such	NAME OF FACILITY	ADDRESS OF FACILITY
20a. ▶ Richard Campbell 343	20b. Valley Mortuary 34	20c. Big Piney Wyoming

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) ▶ J. T. Johnston, M.D.

DATE SIGNED (Mo., Day, Yr.)	HOUR OF DEATH
21b. 9/17/79	21c. approx 4:30 P M

NAME OF ATTENDING PHYSICIAN OTHER THAN CERTIFIER (Type or Print)

21d. J. T. Johnston, M.D.

To be Completed by CORONER Only

22a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) ▶ [illegible] Coroner

DATE SIGNED (Mo., Day, Yr.)	HOUR OF DEATH
22b. 9/14/1979	22c. Aprox 4:30

PRONOUNCED DEAD (Mo., Day, Yr.)	PRONOUNCED DEAD (Hour)
22d. Sept. 14, 1979	22e. AT 6:05 P

NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print)

23. J. T. Johnston, M.D. P.O. Box 627 Pinedale, WY 82941

REGISTRAR

24a. (Signature) ▶ J. T. Johnston

24b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) 9/17/79

CAUSE OF DEATH

CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST

	ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).	Interval between onset and death
PART I (a)	Suicide by shooting	minutes
DUE TO, OR AS A CONSEQUENCE OF: (b)	Carcinoma of Lung - Metastasis	months
DUE TO, OR AS A CONSEQUENCE OF: (c)	Unknown	Months
PART II	OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I (a)	

AUTOPSY (Specify Yes or No)	WAS CASE REFERRED TO CORONER (Specify Yes or No)
26. No	27. Yes

ACC., SUICIDE, HOMICIDE, UNDET., OR PENDING INVEST. (Specify)	DATE	TIME OF INJURY (Mo., Da., Yr.)	HOUR OF INJURY	DESCRIBE HOW INJURY OCCURRED
28a. Natural Causes	28b.	----------	28c. ---- M	28d. ----------

INJURY AT WORK (Specify Yes or No)	PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)	LOCATION	STREET OR R.F.D. No.	CITY OR TOWN	ST
28e. ----------	28f.	28g.	----------		

PHYSICIAN: The law requires that the death certificate be signed within 24 hours after death. W.S. 35-79.18(c)
Penalty for failure to do so. W.S. 35-79.31(b)

OCT 2 1979

THIS IS TO CERTIFY that this reproduction is a true copy of a record on file in Vital Records Services, Division of Health and Medical Services, Wyoming Department of Health and Social Services, Cheyenne, Wyoming.

Lawrence J. Cohen, M. D.
State Registrar

Date Issued October 15, 1979

By Richard O. Hallam
Deputy State Registrar
Vital Records Services

If this copy does not bear a raised seal and the signature of the Deputy State Registrar is not in red, this is not an official certified copy.

Right-of-Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged, GORDON E. OVERBECK and CAROL ANN JILL OVERBECK, husband and wife of the County of Sublette and State of Wyoming hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

That part of the east 264 feet of the NW¼NE¼ of Section 30, T30N, T113W, Sublette County, Wyoming being part of that tract of record in the Office of the Clerk of Sublette County in Book 15 of Deeds on page 168 lying and being situate within the bounds of MIDDLE PINEY COUNTY ROAD NO. 23-111 described as follows:

See exhibit "A"

133301

RECORDED Jan 25 1982 8:00 A M
IN BOOK 39 Misc PAGE 577
FEES $ N/C Lael Yoke COUNTY CLERK
SUBLETTE COUNTY WYOMING

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches annd laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 22nd day of January, 19 82.

Gordon E. Overbeck

Carol Ann Jill Overbeck

STATE OF WYOMING)
)§
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Gordon E. & Carol Ann Jill Overbeck this 22nd day of January, 19 82.

Witness my hand and official seal.

Lael Yoke
Sublette County Clerk

My term
expires:

577

DESCRIPTION FOR

MIDDLE PINEY COUNTY ROAD NO. 23-111

To-wit:--

That part of the SW¼NE¼, S½NW¼, NW¼NW¼ of Section 33, NE¼NE¼ of Section 32, S½SE¼, NW¼SE¼, N½SW¼, S½NW¼ of Section 29, SE¼NE¼, N½NE¼ of Section 30, SW¼SE¼, SE¼SW¼, Lot 4 (SW¼SW¼), Lot 3 (NW¼SW¼) of Section 19 of T30N, R113W and the NE¼SE¼, S½NE¼, SE¼NW¼, N½NW¼ of Section 24, NE¼NE¼ of Section 23, S½SE¼, SE¼SW¼, N½SW¼, SW¼NW¼ of Section 14, S½NE¼, SE¼NW¼, N½NW¼ of Section 15, NE¼NE¼ of Section 16, S½ of Section 9, SE¼SE¼, N½SE¼, SW¼NE¼, SE¼NW¼, N½NW¼ of Section 8, N½N½ of Section 7 of T30N, R114W, Sublette County, Wyoming lying and being situate within the bounds of MIDDLE PINEY COUNTY ROAD NO. 23-111 described as follows:

A strip of land sixty feet in width with the center-line described as follows:

BEGINNING at Station 0+00 AH=153+00BK, N87°-30"E, 430.1 feet from the center one quarter corner of said Section T30N, R113W;
thence N58°-43"W, 3344.5 feet to Station +44.55; N23°-45'-36"E, 574.3 feet from the southwest corner of the NW¼NW¼ of said Section 33;
thence N54°-34'-30"W, 284.8 feet, more or le to Station 36+29.3 on the west line of said Section 33, the base bearing for this survey, 637.9 feet from the northeast corner of said Section 33;
thence continuing N54°-34'-30"W, 1019.1 feet more or less, to Station 46+48.4 on the south line of Section 29, S89°-45'- W, 831.3 feet from the southeas corner of said Section 29;
thence continuing N54°-34'-30"W, 2900.95 fe to Station 75+49.35;
thence N48°-41'-48"W, 2076.66 feet to Statio 96+26.01;
thence N59°-33'-58"W, 629.89 feet, more or l , to Station 102+55.9 on the west line of said Section 29, S00°-30'-54" 1623.2 feet from the northwest corner of said Section 29;
thence continuing N59°-33'-58"W, 323.95 feet to Station 105+79.85, N14°-09'-07"W, 1178.5 feet from the west one-quarter of said Section 29;
thence N57°-30'-53"W, 1413.83 feet to Statio 119+93.68;
thence N60°-22'-55"W, 1016.05 feet to Statio 130+09.73;
thence N56° 7'-54"W, 257.27 feet, more or le , to Station 132+67.0 on the north line of said Section 30;
thence continuing N56°-57'-34"W, 649.03 feet, more or less, to Station 139+16.03;
thence N49° 10'-37"W, 391.97 feet to Station 143+08.00;
thence N61°-42'-28"W, 399.47 feet to Station 147+07.47;
thence N55°-49'-25"W, 935.71 feet to Station 156+43.18;
thence N65°-58'-25"W, 312.27 feet to Station 159+55.45,
thence N52°-05'-01"W, 809.52 feet to Station 167+64.97,
thence N56°-56'-12"W, 45.73 feet, more or le , to Station 168+10.7 on the west line of said Section 19, S00°-00'E, 588.3 feet from the west one-quarter corner of said Section 19;
thence continuing N56°-56'-12"W, 999.4 feet, more or less, to Station 178+10.10;
thence N59°-05'-3 927.02 feet to Station 7+37.1
thence N58°-48'-2 837.53 feet to Station +74.6
thence N66°-56'-1 2094.95 feet to Statio 16+69.6 , N65°-59'-13"E, 969.8 feet fr the sou est corner of the NW¼NW¼ of said Section 24;
thence N 56'-31" 456.93 feet to Station 221+26.53, S36°-42'-58"E, 864.8 feet from the no est corner of said Section 24;
thence N54°-38'-3 25.77 feet, more or less, to St tion 227+52.3 on the west line of said tion 24, S01°-09'-28"E, 331.16 feet from said northwest corner;

Paul N. Scherbel
SURVEYOR SCHERBEL, LTD
Registered Land Surveyor No. 164
Big Piney, Wyoming 83113

[redacted]

"Modification in any wa [redacted] foregoing descriptio minates liability of t [redacted] yor"

thence continuing N54°-38'-33"W, 574.2 feet, more or less, to Station 233+26.5 on the north line of Section 23;
thence continuing N54°-38'-33"W, 77.02 feet, more or less, to Station 234+03.52, N86°-57'-10"E, 799.7 feet from the northwest corner of the NE¼NE¼ of said Section 23;
thence N41°-15'-00"W, 591.55 feet to Station 239+95.07;
thence N51°-37'-45"W, 125.15 feet to Station 241+20.22;
thence N70°-45'-46"W, 1354.92 feet to Station 254+75.14;
thence N78°-41'-02"W, 602.57 feet to Station 260+77.71;
thence N52°-24'-02"W, 944.0 feet to Station 270+21.71;
thence N58°-18'-52"W, 1341.69 feet to Station 283+63.40, S12°-09'-39"E, 2886.90 feet from the northwest corner of said Section 14 and S69°-58'-11"E, 613.7 feet from the west one-quarter of said Section 14;
thence N61°-12'-02"W, 652.38 feet to Station 290+15.78;
thence N76°-47'-22"W, 6.3 feet, more or less, to Station 290+22.08 on the west line of said Section 14, N00°-41'-30"W, 105.5 feet from the said west one-quarter corner;
thence continuing N76°-47'-22"W, 859.3 feet, more or less, to Station 298+81.40;
thence N68°-48'-05"W, 927.89 feet to Station 308+09.29;
thence N68°-11'-47"W, 1200.16 feet to Station 320+09.45;
thence N53°-13'-19"W, 652.0 feet to Station 326+61.45;
thence N75°-01'-21"W, 967.79 feet to Station 336+29.24;
thence N65°-04'-53"W, 1164.46 feet, more or less, to Station 347+93.7 on the west line of said Section 15, S00°-02'E, 408.5 feet from the northwest corner of said Section 15;
thence continuing N65°-04'-53"W, 421.17 feet, more or less, to Station 352+14.87;
thence N48°-49'-29"W, 358.33 feet, more or less, to Station 355+73.2 on the north line of said Section 16,
thence continuing N48°-49'-29"W, 617.06 feet, more or less, to Station 361+90.26;
thence S86°-50'-39"W, 620.04 feet to Station 368+10.30;
thence S76°-26'-11"W, 648.23 feet to Station 374+58.53;
thence N79°-48'-22"W, 146.87 feet to Station 376+05.40;
thence N62°-00'-07"W, 891.5 feet to Station 384+96.90;
thence N77°-40'-02"W, 218.02 feet to Station 387+14.92;
thence N89°-14'-44"W, 702.78 feet to Station 394+17.70;
thence N74°-29'-41"W, 621.48 feet to Station 400+39.18;
thence N63°-00'-50"W, 529.72 feet, more or less, to Station 405+68.9 on the west line of said Section 9, N00°-03'W, 1091.9 feet from the southwest corner of said Section 9;
thence continuing N63°-00'-50"W, 1096.13 feet, more or less, to Station 416+65.03;
thence N50°-02'-02"W, 245.0 feet to Station 419+10.03;
thence N44°-47'-16"W, 1254.76 feet to Station 431+64.79;
thence N47°-15'-58"W, 867.68 feet to Station 440+32.47
thence N46°-55'-60"W, 1074.59 feet to Station 451+07.06;
thence N63°-48'-04"W, 743.91 feet to Station 458+50.97;
thence N76°-25'-47"W, 241.3 feet to Station 460+92.27;
thence N87°-53'-12"W, 913.33 feet, more or less, to Station 470+05.6 on the west line of said Section 8, S00°-04'E, 947.2 feet from the northwest corner of said Section 8;
thence continuing N87°-53'-12"W, 240.37 feet, more or less, to Station 472+45.97
thence S83°-33'-26"W, 1485.84 feet to Station 487+31.81;
thence N80°-47'-26"W, 248.68 feet to Station 489+80.49;
thence N73°-44'-20"W, 1636.71 feet to Station 506+17.20;
thence N64°-01'-48"W, 571.49 feet to Station 511+88.69;
thence N74°-59'-23"W, 257.28 feet to Station 514+45.97;
thence N88°-41'-11"W, 750.94 feet to Station 521+96.91;
thence N80°-58'-09"W, 157.09 feet, more or less, to Station 523+54.0 on the west line of Lot 1 (NW¼NW¼) of said Section 7, the Point of Ending,

all in accordance with the plat prepared and filed for record in the Office of the Clerk of Sublette County for MIDDLE PINEY COUNTY ROAD NO. 23-111.

Paul N. Scherbel
SURVEYOR SCHERBEL, LTD
Registered Land Surveyor No. 164
Big Piney, Wyoming 83113

11 August 1981

"Modification in any way of the foregoing description terminates liability of the surveyor"

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

AFFIDAVIT

NAN C. WILSON, of said County and State, being first duly sworn on her oath, deposes and says:

That she is the surviving widow of RICHARD D. WILSON, deceased, who died October 30, 1981, in Pinedale, Sublette County, State of Wyoming.

That at the time of the death of Richard D. Wilson, Richard D. Wilson and Nan C. Wilson, husband and wife, owned certain real property by virtue of three (3) warranty deeds, said lands being more particularly described as follows:

(1) An undivided one-half (1/2) interest in and to the following: $SW\frac{1}{4}$ Section 2, and NW Section 11, Township N., R. 113 W., 6th P. M., Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; RESERVING, HOWEVER, TO GRANTORS in deed, an undivided one-half (1/2) interest in and to all oil, gas and other minerals. This deed recorded in Book 8 of Deeds, page 123, office of the County Clerk.

(2) An undivided one-half (1/2) interest in and to: $NE\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$, Section 34, Township 34 North, Range 109 West of the 6th P. M., Wyoming, together with water, water rights, ditch, ditch rights and all improvements and appurtenances thereunto appertaining.
This deed recorded in Book 10 of Deeds, page 461, office of the County Clerk.

(3) An undivided one-half (1/2) interest in and to: $E\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$, $NW\frac{1}{4}NE\frac{1}{4}$, Section 32, Township 34 North, Range 109 West of the 6th P. M., Wyoming, containing 160 acres, more or less, together with all Taylor Grazing rights, water and water rights, ditch and ditch rights, and all other improvements and appurtenances thereunto appertaining.
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.
This deed recorded in Book 14 of Deeds, page 249, office of the County Clerk.

That the deceased, Richard D. Wilson, is one and the same person as the said Richard D. Wilson, one of the grantees in the before mentioned warranty deeds; that the affiant, Nan C. Wilson, is one and the same person as the said Nan C. Wilson, the other grantee in the before mentioned warranty deeds.

183490

RECORDED January 26 1982 11:50 A M
IN BOOK 2 Misc PAGE 520
FEES $ 2.00 [illegible] COUNTY CLERK
SUBLETTE PINEDALE, WYOMING
By Dorothy M. Clarke

That the before mentioned warranty deeds created a tenancy by the entireties under the laws of the State of Wyoming, and at the death of Richard D. Wilson, deceased, all equity, right, title and interest in the before mentioned warranty deeds passed to and was vested in Nan C. Wilson.

That attached hereto and by this reference made a part hereof as though herein set out in full, is a copy of the Certificate of Death of the said Richard D. Wilson, deceased.

DATED this 25th day of January, 1982.

Nan C. Wilson
Nan C. Wilson

Subscribed and sworn to before me by Nan C. Wilson this 25th day of January, 1982.

Donna E. Sievers
Notary Public

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My commission expires April 22,1982

My commission expires: 4/22/82

582

STATE OF WYOMING

DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

LOCAL FILE NUMBER — STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

IF DEATH OCCURRED IN INSTITUTION SEE HANDBOOK REGARDING COMPLETION OF RESIDENCE ITEMS

DECEDENT NAME — FIRST	MIDDLE	LAST	SEX	DATE OF DEATH (Mo Day Yr)
1 Richard	Darrel	Wilson	2 Male	3 October, 30, 1981

4a RACE (e.g. White, Black, American Indian, etc.) (Specify)	4b ORIGIN OR DESCENT (e.g. Italian, Mexican, German, Puerto Rican, English, Cuban, etc.) (Specify)	5a AGE (Last Birthday) (Yrs)	UNDER 1 YEAR 5b MOS / DAYS	UNDER 1 DAY 5c HOURS / MINS	6 DATE OF BIRTH (Mo Day Yr)
White	German-Irish	72			September, 18, 1909

7a PLACE OF DEATH (Hospital or other Institution Name (If not in either give street and number))	7b HOSP OR INST (Indicate DOA Or Emer Rm, Inpatient) (Specify)	7c CITY, TOWN OR LOCATION OF DEATH	7d COUNTY OF DEATH
620 N. Tyler	-------	Pinedale	Sublette

8 STATE OF BIRTH (If not in U.S.A. name country)	9 CITIZEN OF WHAT COUNTRY	10 MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify)	11 SURVIVING SPOUSE (If wife, give maiden name)	12 WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify Yes or No)
Nebr.	U.S.A.	Married	Nan Fenton	No

13 SOCIAL SECURITY NUMBER	14a USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)	14b KIND OF BUSINESS OR INDUSTRY
510-12-0156	Ranching	Ranching

15a RESIDENCE STATE	15b COUNTY	15c CITY, TOWN OR LOCATION	15d STREET AND NUMBER	15e INSIDE CITY LIMITS (Specify Yes or No)
Wyoming	Sublette	Pinedale	620 N. Tyler	yes

PARENTS

16 FATHER NAME — FIRST	MIDDLE	LAST	17 MOTHER MAIDEN NAME — FIRST	MIDDLE	LAST
Wade		Wilson	Flora		Johnson

18a INFORMANT NAME (Type or Print)	18b MAILING ADDRESS (STREET OR R.F.D. NO.)	CITY OR TOWN	STATE
Nan Wilson	Box 88	Pinedale	Wyoming 82941

DISPOSITION

19a BURIAL, CREMATION, REMOVAL, OTHER (Specify)	19b DATE (Mo Day Yr)	19c CEMETERY OR CREMATORY NAME	19d LOCATION — CITY OR TOWN — STATE
Burial	Nov. 2, 1981	Pinedale	Pinedale Wyoming

20a FUNERAL SERVICE LICENSEE (Signature) As Such (Signature)	NUMBER	20b NAME OF FACILITY	NUMBER	20c ADDRESS OF FACILITY
[signature]	396	Valley Mortuary		27 N. Magnolia St.

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

21a To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) [signature]

21b DATE SIGNED (Mo Day Yr)	21c HOUR OF DEATH
10/27/81	3:00 P M

21d NAME OF ATTENDING PHYSICIAN (IF OTHER THAN CERTIFIER) (Type or Print)

To be Completed by CORONER Only

22a On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title)

22b DATE PRONOUNCED DEAD (Mo Day Yr)	22c HOUR OF DEATH

22d DATE SIGNED (Mo Day Yr) — 22e PRONOUNCED DEAD (Hour) AT

23 NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print)
J. T. Johnson, M.D. P. O. Box 627, Pinedale, Wyoming 82941

24a REGISTRAR (Signature) [signature] — 24b DATE RECEIVED BY REGISTRAR (Mo Day Yr): November, 2, 1981

CAUSE OF DEATH

CONDITIONS, IF ANY, WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST

PART I — 25 IMMEDIATE CAUSE (ENTER ONE CAUSE PER LINE FOR (a) (b) AND (c).)

(a) Respiratory failure

DUE TO, OR AS A CONSEQUENCE OF:

(b)

DUE TO, OR AS A CONSEQUENCE OF:

(c)

Interval between onset and death

PART II — OTHER SIGNIFICANT CONDITIONS — Conditions contributing to death but not related to cause given in PART I (a)

Cardiopulmonary arrest; Cachexia

26 AUTOPSY (Specify Yes or No)	27 WAS CASE REFERRED TO CORONER (Specify Yes or No)
No	Yes

28a ACCIDENT, SUICIDE, HOMICIDE, UNDETERMINED OR PENDING INVESTIGATION (Specify)	28b DATE OF INJURY (Mo Day Yr)	28c HOUR OF INJURY	28d DESCRIBE HOW INJURY OCCURRED
Natural	----------	---------- M	----------

28e INJURY AT WORK (Specify Yes or No)	28f PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)	28g LOCATION — STREET OR R.F.D. NO. — CITY OR TOWN — STATE
----------	----------	----------

PHYSICIAN: The law requires that the death certificate be signed within 24 hours after death. W.S. 35-79.31(b) Penalty for failure to do so. W.S. 35-79.31(b)

NOV 4 [illegible]

8

Date Issued November 10, 1981

THIS IS TO CERTIFY that this reproduction is a true copy of a record on file in Vital Records Services, Division of Health and Medical Services, Wyoming Department of Health and Social Services, Cheyenne, Wyoming.

If this copy does not bear a raised seal and the signature of the Deputy State Registrar is not in RED, this is not an official certified copy.

[signature] M.D.
Lawrence J. Cohen, M. D.
State Registrar

[signature]
Richard Hall
Deputy State Registrar

CORI[redacted]VE
AGREE[redacted]R WARRANTY DEED---FORM NO. 3[redacted]

THE MILLS COMPANY[redacted]

THIS AGREEMENT, Made and entered into this 7th day of July 1981, by and between ABNER L. HECOX and EMMA LEE HECOX, husband and wife,

of Pinedale, Sublette County, State of Wyoming, of the first part, and MERLE JO CRANDALL, a married woman dealing in her sole and separate property,

of Pinedale, Sublette County, State of Wyoming, of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of ($ 500.00) Five Hundred and No/100 - DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition, that the said party of the second part, her heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on her part to be kept and performed; do hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said party of the second part by a good and sufficient Warranty Deed, subject, however, to 1/2 of the taxes of A. D. 1981 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: Lot 8 and the West Half (W½) of Lot 9, Gypsum Creek Subdivision No. 3 as the same appears of record on the plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; and to Restrictive Covenants Covering Gypsum Creek Subdivision No. 3, recorded in the office of the County Clerk of Sublette County in Book 33 of Miscellaneous, page 29, on 6/30/77. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM; NO PROPOSED DOMESTIC WATER SOURCE; NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

SOLD FOR Five Thousand Sixty-six and No/100 - - DOLLARS ($ 5,066.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the party of the second part do es hereby, for herself and her heirs, executors, administrators and assigns, covenant, promise and agree to and with the said parties of the first part, their heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$500.00 down; balance of $4,566.00 payable in ten (10) equal annual payments of $456.60 plus interest at the rate of 9% per annum on the unpaid balance, first said payment due one year from date and annually thereafter.

This contract is to correct that certain Agreement for Warranty Deed between the parties hereto dated 7/7/81, recorded 8/6/81 in Book 38 of Misc. page 684, from the East Half of Lot 9, to the West Half of Lot 9.

Payable at the office of Abner L. Hecox with interest at the rate of 9 per cent per annum from date. Interest payable as above. If principal or interest is not paid when due, the same to draw 9 per cent interest per annum from maturity until paid.

183191

RECORDED January 26, 1982 1:30 P.M.
IN BOOK 39, Misc. PAGE 583
FEE $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, WYO.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said party of the second part, her heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on her part to be performed, then said parties of the first part, their heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said party of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such termination of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The party of the second part agrees to keep the buildings on said premises insured in a sum not less than None Dollars, in favor of and payable to parties of the first part, as their interests may appear.

This contract issued in duplicate and not transferable without permission, in writing of first party first had and obtained.

In presence of

Abner L. Hecox
Abner L. Hecox

Emma Lee Hecox
Emma Lee Hecox

Merle Jo Crandall
Merle Jo Crandall

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Abner L. Hecox, Emma Lee Hecox and Merle Jo Crandall,

this 26th day of January, 1982.

Witness my hand and official seal.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My commission expires April 22, 1982

My Commission Expires: 4/22/82

Donna E. Sievers
Signature
Notary Public
Title of Officer

584

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

WITHIN AND FOR SUBLETTE COUNTY, WYOMING

KEYTH ANN PHILLIPS, Plaintiff,	)	
vs.	)	Civil Action No. 2923
RALPH D. PHILLIPS, Defendant.	)	

D I V O R C E D E C R E E

Plaintiff appeared in open Court this day for a hearing on her complaint for a divorce, accompanied by her attorney of record, William H. Jackson. The defendant was not present, nor was he represented by an attorney. Having heard the sworn testimony of the plaintiff, examined all matters on file in this case, and being sufficiently advised in the premises the Court finds as follows:

1. That plaintiff has resided in the State of Wyoming for a continuous period of more than 60 days immediately preceding the filing of the within complaint, and is a resident of Sublette County; and that defendant is also a resident of Sublette County, Wyoming.

2. That on September 22, 1980, the defendant executed an instrument which is on file herein, wherein he acknowledged and accepted process and service of process; that more than 30 days have elapsed since said date; that the defendant failed to answer plaintiff's complaint, or to make any appearance herein, except for the afore-mentioned acknowledgement and his execution of a settlement agreement which is also on file herein; that defendant's default has been duly taken and entered herein for his failure to answer plaintiff's complaint; and that the Court has jurisdiction over the parties and the subject matter of this case.

3. That plaintiff and defendant were lawfully married to one another on August 26, 1970, at Big Piney, Sublette County, Wyoming, and that the parties are now lawfully married to one another.

4. That two children were born as issue of said marriage to one another, to-wit: Jared Forde Phillips, age 8 years, and Clint Alan Phillips, age 5 years, who reside in Big Piney, Sublette County, Wyoming.

5. That the parties have agreed upon matters of custody, visitation and child support, which are specified in the settlement agreement on file herein; that the Court accepts and approves of the terms of said agreement.

185-198

RECORDED January 28 19 82 10:52 AM
IN BOOK 37 Misc PAGE 584
FEE $ 6.00 Lora J Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lee
INDEXED P. 584

FILED
BY Ellen L. Neely
OCT 27 1980
ELLEN L. NEELY
CLERK OF DIST. COURT
PINEDALE, WYO.

6. That during the course of plaintiff's marriage to defendant, martial difficulties arose which created irreconcilable differences between the parties which cannot be resolved; and that plaintiff should be granted a divorce from the defendant for such cause.

7. That the within complaint is not founded in, or exhibited by collusion between the parties; and that plaintiff is not guilty of any misconduct against the defendant.

IT IS, THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. That plaintiff be, and she is hereby awarded, granted and decreed an absolute divorce from the defendant.

2. That Plaintiff shall be and she is hereby awarded the care, custody and control of Jared Forde Phillips and Clint Alan Phillips, subject to normal and reasonable visitation rights and privileges in favor of the defendant.

3. That the Plaintiff be and she is hereby awarded the furniture and furnishings that were left to her by her grandmother, a sufficient quantity of other household goods, furnishings, wares, bedding and appliances necessary to establish her own household, and all property of a personal nature to her.

4. That the Defendant be and he is hereby awarded the 1972 Auburn mobile home, serical number 02621, Lots 19, 20, 21, 22, 23 and 24 in Block 12 of the Marbleton townsite, Sublette County, Wyoming, a 1977 T-Bird, all trucks and equipment used in his business, all leases and agreements connected with such businesses, and all property of a personal nature to him, subject to any lien indebtedness that may be against said property, which debts defendant agrees to fully pay.

5. That all of the terms and conditions of the settlement agreement be, and the same are hereby approved, and by this reference are incorporated herein with the same force and effect as though set forth herein; and that each party is hereby granted the right to enforce its terms through contempt or other appropriate proceedings brought in this Court.

DATED this 27th day of October, 1980.

Robert B. Ranck
Judge of the District Court

The State of Wyoming
County of Sublette

I, Ellen Neely, Clerk of the Ninth Judicial District Court within and for said County and in the State aforesaid Do Hereby Certify the Foregoing to be a Full, True and Complete Copy

Signed: ..... Deputy

586

RECORDED January 21 82 11:00 A.M.
IN BOOK 37 Misc. PAGE 586
10th Fay J. Yeh COUNTY CLERK
DEPUTY

18774

CONTRACT OF SALE

This Agreement made this date by and between Darrell F. Kidman and Louise A. Kidman, husband and wife, hereinafter referred to as Sellers, and George Pershing Punteney and Reta Jo Punteney, husband and wife, hereinafter referred to as Buyers, Witnesseth as follows:

1. That Sellers agree to sell and the Buyers agree to purchase the following described real and personal property, to-wit:

a. Lot Eight (8) Sage Ranch No. 1 Addition to the Town of Marbelton, Sublette County, Wyoming, together with all buildings, fences and improvements situate thereon or appurtenant thereto, subject, however, to all exceptions and reservations of record, including the provisions of United States patents.

b. 1971 Champion double-wide trailer, Serial No. 0512S-66068.

2. If the Buyers shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the Sellers hereby covenant and agree to convey and assure to the Buyers, in fee simple, clear of all encumbrances whatsoever, except as set forth, by a good and sufficient deed with waiver of the right of homestead, the aforesaid real property.

3. The Buyers hereby expressly and unconditionally promise, covenant and agree to pay to the Sellers the sum of Fifty-four Thousand and no/100 ($54,000.00) Dollars for the above described property in the manner following, to-wit:

Five Thousand and no/100 ($5,000.00) Dollars which was received upon acceptance of Buyers' offer; balance of the down-payment in the amount of Ten Thousand and no/100 ($10,000.00) Dollars to be paid within four (4) months from date of closing, which shall be on or before the 28th day of December, 1981, at twelve percent (12%) Annual interest, as part of purchase price. Balance of the purchase price in the amount of Thirty-nine Thousand and no/100 ($39,000.00) Dollars at twelve percent (12%) annual interest to be paid in one hundred twenty (120) monthly installments of Five Hundred Fifty-nine and 54/100 ($559.54) Dollars each, including interest, with the first installment of $559.54 to be paid on or before the 5th day of February, 1982, and each installment thereafter to be paid on or before the fifth day of each succeeding month until paid in full, including interest. Buyers have the right to prepay, without penalty, part or all of the remaining balance after January 1, 1982, including interest. Buyers shall pay a late fee charge of four percent (4%) on payments past due ten (10) days or more.

4. It is understood and agreed that if the Sellers accept payments from the Buyers on this Contract less than according to the terms mentioned, then by so doing, will not in any after the terms of this Contract as to the forfeiture hereinafter stipulated and the Buyers may make payments in excess of the payments herein stipulated and may pay the balance due at time. Any excess or larger payments not required by this Contract shall be applied upon the payment or payments next to become due.

5. It is further agreed that the taxes for the year 1981 shall be paid by the Sellers, and that the Buyers will pay the taxes for all subsequent years. In the event the Buyers default in the payment of any special or general taxes, the Sellers

may, at their option, pay said taxes and if they elect so to do, then the Buyers agree to repay the Sellers, upon demand, said sums so advanced and paid by them, together with the interest thereon from the date of payment of said sums, at the rate of twelve percent (12%) per annum until paid.

6. In the event of failure to comply with the terms hereof by the Buyers, or upon failure to make any payments when the same shall become due or within sixty (60) days thereafter, then the whole of said payments shall become immediately due and payable, and the Sellers shall have the option:

a. To declare this contract ended, cancelled an of no further force or effect and if this agreement shall have been recorded in any recorder's office, then the filing of a declaration of forfeiture (setting forth the fact of such failure) in said office by said Sellers shall be sufficient to cancel all obligations hereunto on the part of the Sellers and fully reinvest them with all right, title and interest in and to any and all of the property herein described, including all buildings, fences or other improvements, shall be retained by the Sellers in full satisfaction of and liquidation of all damages by them sustained and they shall have the right to re-enter and take immediate possession of the premises aforesaid with or without legal action, or

b. To declare the balance of the purchase price of said property due and payable at once and to sell said property either at public or private sale, with or without notice and apply the proceeds of said sale, after deducting the cost of expenses of taking possession and selling the same, to the unpaid balance of the purchase price and pay the overplus, if any to the Buyers, but in case of any deficiency, the Sellers shall have the right to recover and collect the amount of such deficiency from the Buyers.

c. To declare the balance of the purchase price of said property due and payable at once and to enforce this contract by an action of specific performance against the Buyers.

7. As collateral and further security for the payment of the indebtedness, Buyers shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum of not less than Thirty-nine Thousand and no/100 ($39,000.00) Dollars for the term of this Contract, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Sellers. The insurance proceeds, or any part thereof, may, at the option of the Sellers, be applied either to the reduction of the indebtedness or paid to the Buyers.

8. It is further agreed that the Buyers will keep said premises in as good a state of repair as the same is at the date hereof, ordinary wear and tear excepted, and they will make all repairs and improvements thereon at the Buyers' own cost and expense and all such improvements and repairs shall be fixtures attaching to the premises.

9. Buyers further covenant and agree that should they place any improvements upon said property, or should they improve the buildings upon said property, they will not permit any mechanics lien, laborers lien or other lien of any kind or nature to be placed upon said property.

10. The Buyers agree that should they default in any of the covenants or agreements contained herein, that they will pay all costs and expenses that may arise from enforcing this agreement either by suit or otherwise, including a reasonable attorney fee.

11. Buyers agree to pay all special improvement taxes or assessments which may be hereinafter assessed against said property and that they will not assign this contract without first obtaining the written consent of the Sellers. That any transfer without such consent shall be voidable as to the Sellers and the entire indebtedness shall be due immediately.

12. Sellers shall, at Sellers' expense, deliver to the Buyers, Title Insurance in the amount of the purchase price.

13. Upon execution of this Contract, Sellers and Buyers shall enter into a standard form escrow agreement with the First National Bank of Pinedale, Pinedale, Wyoming, to act as agent for the parties for the duration of this Contract to hold the good and sufficient Warranty Deed of said property from the Sellers to the Buyers, together with this Contract. The initial escrow fee and fees through the first year shall be borne by the Sellers, and any collection fee thereafter assessed by the bank shall be borne by the Buyers.

14. It is understood that the promises and conditions of this Contract except as herein provided are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto and that time is of the essence of this Contract.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto signed their names this 7th day of January, 1982.

Darrell F. Kidman, Seller

Louise A. Kidman, Seller

George Pershing Punteney, Buyer

Reta Jo Punteney, Buyer

The State of Wyoming)
) ss
County of Sublette)

The foregoing instrument was acknowledged before me by Darrell F. Kidman and Louise F. Kidman, this 7th day of January, 1982.

Witness my hand and official seal.

Notary Public

(SEAL)

My commission expires 12-31-85.

The State of Wyoming)
) ss
County of)

The foregoing instrument was acknowledged before me by George Pershing Punteney and Reta Jo Punteney, this [illegible] day of January, 1982.

Witness my hand and official seal.

Notary Public

(SEAL)

My commission expires: [illegible].

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement for Warranty Deed, dated the 1st day of December, 1981, between FOOTHILLS DEVELOPMENT, INC., a Wyoming corporation, of Pinedale, Sublette County, State of Wyoming, as Sellers, and HARVEY R. NORRIS, a single man, an undivided one-third (1/3) interest; MICHAEL D. McCLAIN and LAURI JO McCLAIN, husband and wife, an undivided one-third (1/3) interest, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common; and GARY R. GREGORY and JUDITH A. GREGORY, husband and wife, an undivided one-third (1/3) interest, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common; all three tenants holding as tenants in common as to each other, as Buyers, the Seller did agree to sell and the Buyers did agree to buy a certain tract of real property, to-wit:

A parcel of land situated in the SE¼SW¼, Section 27, Township 34 N., R. 110 W., of the 6th P.M., Sublette County, Wyoming, beginning at the South Quarter Corner of Section 27, T. 34 N., R. 110 W., of the 6th P.M., thence N. 75°49'W., 1321 feet to a point on the East right-of-way line of the State Highway to Cora, Wyoming; thence N. 00°52'W., 320 ft. along said right-of-way line to a point; thence N. 89°08'E., 974 ft. to a point; thence S. 45°34'E., 511.4 ft. to a point; thence S. 0°27'E., 360 ft. to the South Quarter Corner of said Section 27, and the point of beginning, and containing 13.155 acres, more or less, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; and TOGETHER WITH all water and water rights, ditches and ditch rights, reservoir and reservoir rights, and the right to the use of water, ditches and reservoirs used in connection or appertaining to the above described lands or any of them.

Buyers' address for tax purposes is: Pinedale, WY 82941. Buyers agree to pay all taxes on said property from January 1, 1982.

There are many other covenants in the original Agreement for Warranty Deed of which each party has a copy and which is also escrowed in the First National Bank of Pinedale, Pinedale, WY.

DATED this 9th day of December, 1981.

BUYERS:

HARVEY R. NORRIS

MICHAEL D. McCLAIN

LAURI JO McCLAIN

GARY R. GREGORY

JUDITH A. GREGORY

SELLER:

FOOTHILLS DEVELOPMENT, INC.
A Wyoming corporation

By: President

ATTEST:

Secretary

[redacted] 1 of 2 [redacted]

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by JOHN M. SULENTA as President and GRACE E. SULENTA as Secretary of FOOTHILLS DEVELOPMENT, INC., a Wyoming corporation this _____ day of December, 1981.

Witness my hand and official seal.

Notary Public

My commission expires: [illegible]

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by MICHAEL D. McCLAIN and LAURI JO McCLAIN this 8th day of December, 1981.

Witness my hand and official seal.

Karen K. Kiser
Notary Public

My commission expires:
March 14 1983

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by HARVEY R. NORRIS this 8th day of December, 1981.

Witness my hand and official seal.

Karen K. Kiser
Notary Public

My commission expires:
March 14, 1983

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by GARY R. GREGORY and JUDITH A. GREGORY this 8th day of December, 1981.

Witness my hand and official seal.

Karen K. Kiser
Notary Public

My commission expires:
March 14, 1983

181578

RECORDED January 21 1982 11:00 A.M.
IN BOOK 39 Misc PAGE 590
FEE $6.00 Nancy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClain

AGREEMENT TO DISSOLVE PARTNERSHIP

THIS AGREEMENT MADE AND ENTERED INTO on this 15 day of January, 1982, by and between RICHARD L. BOWER, presently residing in Evanston, Wyoming, and VERN AULTMAN, of Pinedale, Sublette County, Wyoming.

WHEREAS the parties are the sole partners of a partnership under the firm name and style of "Sublette County Veterinary Services", which was formed for the purposes of conducting veterinary practice and the doing of any other business and the exercise of any and all other powers and functions incident to the veterinary practice, and any other lawful business; and

WHEREAS the parties are desirous of dissolving said partnership and distributing the assets of the same; and

WHEREAS the parties desire to state their agreement in regard to the dissolution of said partnership:

NOW THEREFORE in consideration of the covenants and agreements hereinafter stated and in consideration of the distribution to the parties of the assets of said partnership as hereinafter stated, the parties agree as follows:

1. That the effective date of the dissolution and termination of said partnership shall be deemed and declared to have taken place at the close of the work day on the 27th day of November, 1981.

2. That all of the veterinary instruments and drug inventory owned by the partnership shall be and are hereby distributed to Vern Aultman as his sole and personal property.

3. That the 1980 Ford 4-wheel drive pick-up which was being used by Richard L. Bower during the term of the partnership shall be and is hereby distributed to Richard L. Bower as his sole and personal property.

4. That the 1977 Chevrolet 4-wheel drive pick-up which was being used by Vern Aultman during the term of the partnership shall be and is hereby distributed to Vern Aultman as his sole and personal property

188579

RECORDED January 29th 1982 1:50 PM
IN BOOK 39 Misc PAGE 592
FEES $ 18.00 Sandy York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

5. That the veterinary unit (veterinary box) which was on the 1980 Ford 4-wheel drive pick-up being operated by Richard L. Bower, and the veterinary unit (veterinary box) which was on the 1977 Chevrolet 4-wheel drive pick-up being operated by Vern Aultman shall be and are hereby distributed to Vern Aultman as his sole and personal property.

6. That all of the accounts payable as incurred by the partnership as of the close of the work day of November 27, 1981, shall be paid from the assets in the partnership checking account and from all income received pursuant to the accounts receivable which were generated as a result of services rendered prior to the close of the work day on November 27, 1981. The accounts receivable as generated by all services rendered prior to the close of the work day of November 27, 1981, are reflected in the documents attached hereto and marked as Exhibit A. All accounts payable as incurred by the partnershp prior to the close of the work day of November 27, 1981, are reflected in the documents attached hereto and marked as Exhibit B. The partnership checking account as of November 27, 1981, shows a balance of $7,475.67. After deducting those costs and expenses as reflected in the accounts payable from the assets in the partnership checking account at the close of the day on November 27, 1981, and from the income generated by the partnership and its partners prior to the close of the work day of November 27, 1981, as reflected in the accounts receivable, shall be divided equally between the parties.

7. The partnership owns the following described real property:

> Lots 10, 11 and 12, Block 43, Townsite of Marbleton, Sublette County, Wyoming, as the same appears of record on the official plat herefore filed for record in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette Count , Wyoming, together with all improvements and appurtenances thereunto appertaining. Subject to reservations and restrictions contained in United States Patents. Subject to prior mineral reservations of record. Subject to rights-of-way and easements of record or in use.

Richard L. Bower does hereby agree and shall hereafter be responsible for payment of the note or any other obligations encumbering the aforesaid real property, and the real property identified in paragraph 8, and does hereby agree to hold Vernon Aultman and Rosemary Aultman harmless from the same and does hereby agree to indemnify them for any action taken against them or any damages resulting to them from failure to pay said note and said obligations. Furthermore, said property shall be sold to a third person or entity and the proceeds from the sale of said property shall be distributed as follows:

(a) From the first $22,000.00 received as and for the purchase price of said property, $14,750.00 shall be paid to Vernon Aultman and $7,250.00 shall be paid to Richard L. Bower.

(b) Any amount received as proceeds from the purchase price of the sale of the aforesaid real estate in excess of $22,000.00 shall be equally divided between the parties.

(c) Richard L. Bower guarantees a free and clear title to the real property identified in paragraph 7 for the sale of said real property to a third person or entity at the time of closing of said sale.

8. The partnership owns the following described real estate:

Lots 7 and 8 Block 43, Marbleton Townsite as the same appear of record on the map or plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States Patents; and SUBJECT TO easements and rights-of-way of record or in use.

Lot 9, Block 3, Townsite of Marbleton, Sublette County, Wyoming, as the same appears of record in the official plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, TOGETHER WITH all improvements and appurtenances thereunto appertaining. SUBJECT TO reservations and restrictions contained in United States Patents. SUBJECT TO rights-of-way and easements of record or in use. SUBJECT TO prior mineral reservations of record.

The aforesaid two parcels of property, consisting of Lots 7, 8, 9 of Block 43, Townsite of Marbleton, Sublette County, Wyoming, shall be distributed to Richard L. Bower, as his sole personal property.

9. That neither party alleges any agreement which would restrict the practice of veterinary medicine by the other in the Sublette County, Wyoming, area and therefore, either party may practice veterinary medicine in the Sublette County, Wyoming, area or any other area they should so select.

10. Any obligation of the partnership not hereinbefore mentioned shall be borne equally by the parties.

11. Any assets of the partnership not hereinbefore mentioned as being distributed to the parties shall be equally divided between the parties, unless the parties should later enter into an agreement with respect to said assets as to the manner in which the same should be distributed.

12. Each of the parties agrees that they shall execute any title, deed or other document necessary to distribute the partnership assets as set forth herein.

13. It is agreed to by the parties that Vern Aultman may use the name of the partnership for his business if he so elects.

1-18-82
Date

Richard L. Bower
Richard L. Bower

1-22-82
Date

Vern Aultman
Vern Aultman

STATE OF WYOMING)
) ss.
COUNTY OF)

Subscribed and sworn to before me by Richard L. Bower this 18th day of January, 1982.
WITNESS my hand and official seal.

Notary Public

My Commission Expires: May 30, 1983

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

Subscribed and sworn to before me by Vern Aultman this 22nd day of January, 1982.
WITNESS my hand and official seal.

Notary Public

My Commission Expires:

595

EXHIBIT A

ACCOUNTS RECEIVABLE

S.A. Smith	$ 77.20
Calvin Yardley	109.88
Blake Smith	20.20
Steve Kanski	29.80
H.L. Ranches	755.00
Donna (Halo Bar)	16.00
Lazy AZ	488.70
Harrower Ranches (Tom)	395.00
John Chrisman	643.00
Louie Wardell	415.00
Yose Cattle	645.90
John Barlow	1057.50
Herschler Ranch (Governor)	132.62
Tuffy Davis	501.50
Joe Murdock	813.70
Fear Ranches	2353.60
Stan Murdock	231.30
Lance Hill	112.50
Mary Stager	36.00
Lazy K	110.00
Ken Fear (Mandy & J.T.)	79.00
Bob Olson	1208.20
Blair Thoman	19.50
Neil Lunde	1087.13
Dr. Childsey	44.60
Dan Budd	46.40
Eddie Steele	165.00
Sprout Wardell	1043.50
Irv Lozier	15.00
Murland Morse	28.50
Otto Jensen	34.60
John Jenson	94.90
Jim Greenwood	25.20
Camp of the Pines	25.00
Gary Thompson	40.00
Ken Douglas	10.00
Brandt Jensen	19.00
Jack Bogle	26.00
Don Shriver	192.00
Wayne Filtner	26.00
Gene Taylor	234.00
Bill Meyer	15.00
Dave Shaffer	43.00
Lee Straley	20.00
Ole Skinner	30.00
Shirley Bray	20.00
Bear Steele	36.00
Jim Malkowski	3.00
Bob Sweedler	45.00
Lary Lozier	75.80
Mick Buyer	78.00
Max Boroff	60.00
Dale Jensen	100.00
Hart Land & Cattle Co.	240.00
Red Mathisen	114.50
Charles Price	50.00
Ray Fisk	13.25
Bill Saunders	52.50
Larry Looney	83.00
Bob Hattle	19.00
Roy Steele	64.10
Jake Fisters	35.00
Bud Summers	33.00
Ross Calvert	61.50
Circle Cattle Co.	524.80
Circle 9	222.80

Willow Creek Ranch	$ 74.00
Quarter Circle 5	531.00
Pete Thompson	451.30
Miller L & L	526.80
Cordon Bray	21.20
Pete Olson	1066.50
Garly Swain	312.60
Vern Mrak	422.50
John Wardell	295.50
Black Butte Pardners	339.00
Budd Hereford Ranches	1274.00
Allen Bradley	64.50
Ron Bole	242.50
Tibbals Ranch	28.00
Bert Harvey	4.00
Victor Mack	55.00
Jay Carlson	83.00
Steve James	38.00
Riverside Livestock	300.00
Bud Jorgensen	29.00
Guio Ranch (F.M. Lutz)	15.80
Teddy Dabney	75.00
Lynn Carmean	14.00
Town of Pinedale	20.00
Fish Tail Ranch	70.00
Bryan Williams	36.05
Deb Bloom	27.06
Ted Reinwald	108.17
Jim Cwikla	16.85
Keith Manning	20.17
Gordon Overbeck	32.32
Mike Marincic	330.91
Blaine Gee	15.91
Chuck Campbell	20.45
Virginia Grossman	66.44
Kevin Thomas	10.55
Dick Evans	19.79
Steve Jones	48.72
Dawn Imeson	45.00
Yellowstone Feeders (Henry Weschenfelder)	278.80
Lynn Oxner	15.44
Barbara Kitchen	52.79
Steve Mitchell	48.82
Jim Waters	16.48
Keith Manning	19.87
Jim Thomas	194.75
Tracy Self	47.50
Lriane Schlega	35.00
Rod Radmussen	20.00
Garland Lane	10.00
Ron Kemp	8.00
Lee Franks (Eden)	636.00
Mrs. Barry (LaBarge)	17.50
TOTAL	$24699.72

EXHIBIT B

ACCOUNTS PAYABLE

Wyoming Telephone Co.	$ 61.44
Utah Power & Light Co.	24.00
Rookies Lodge	755.76
Standard Service	107.33
Amoco	108.60
Interwest Veterinary Supply	42.67
Jones Veterinary Supply	430.82
Department of Revenue & Taxation	80.91
Scherling Corporation	232.56
Norden	10,251.78
Norden	171.50
Daniel Trading Post	10.76
Standard	4,205.02
State Tax	36.34
Vern's Key Lamp	70.79
Wyoming Telephone Co.	21.09
Bookkeeper (approx. $280)	
Attorney fees (approx. $250)	
Stamps	.00
Steve Kane (refund)	.20
Ole Skinner refund)	.00
Accountan	

AMEMDED BD. ACT. 2-5-76

STATE OF WYOMING

No. 1324

GRANT OF EASEMENT FOR ROAD PROFIT COUNTY ROAD NO. 23-201

TO

SUBLETTE COUNTY BOARD OF COMMISSIONERS

KNOW ALL MEN BY THESE PRESENTS, That the Board of Land Commissioners of the State of Wyoming, acting within the authority vested in it by and under the Constitution and laws of the State of Wyoming, does, for and in consideration of the payment of NONE ($ NONE) grant to SUBLETTE COUNTY BOARD OF COMMISSIONERS for the uses and purposes and upon the conditions hereinafter set forth, an easement for road purposes in perpetuity over a certain tract of land situated in the County of SUBLETTE State of Wyoming more particularly described as follows:

A strip of land Sixty feet (60') in width, being part of the Southeast Quarter Northeast Quarter ($SE\frac{1}{4}NE\frac{1}{4}$), Southwest Quarter Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$), Northwest Quarter Northeast Quarter ($NW\frac{1}{4}NE\frac{1}{4}$), Northeast Quarter Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$), and Northwest Quarter Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$) of Section Thirty-six (36), Township Thirty-three (33) North, Range One Hundred Thirteen (113) West, Sublette County, Wyoming with the side lines of said strip to be shortened or lengthened to terminate at the westerly and easterly section lines of the lands in said Section 36 with the centerline described as follows:

Beginning at Station 2+14.6 on the east line of said Section 36, N. 00° 09' W., 3,100.59 feet from the southeast corner of said Section 36 where found a 2" galvanized steel pipe 30" long (BLM type) with brass cap inscribed "PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING, a corner common to Section 36, T.33N., R.113W, Section 31, T.33N., R.112W, Section 1, T.32N., R.113W, a marker dated 1970"; thence S. 63° 26' W., 23.0 feet to Station 2+37.6; thence N. 82° 46' W., 315.1 feet to Station 5+52.7; thence N. 61° 284' W., 355.6 feet to Station 9+08.3; thence S. 85° 54' W., 424.9 feet to Station 13+33.2; thence N. 53° 35' W., 246.7 feet to Station 15+79.9; thence N. 74° 31' W., 223.0 feet to

(Continued)

The above described tract being more specifically shown upon a map in the office of the Commissioner of Public Lands, filed with and made a part of an application for right of way.

TO HAVE AND TO HOLD for continuous use said easement over the above described land for the use and benefit to locate, construct, control, maintain, improve, relocate, and repair a road within the designated right-of-way.

PROVIDED, That the easement granted hereby shall never be used so as to interfere with or impair the full development of the land embraced therein for its minerals or coal, or interfere with or impair the full or complete extraction therefrom by the State of Wyoming or its legal grantees or lessees of all minerals or coal contained in said land, including oil and gas.

PROVIDED FURTHER, That the easement granted hereby shall not be used to the detriment or injury of the grazing or agricultural lessees or purchasers of said land from the State of Wyoming, or their livestock or property, or so as to interfere with their use and enjoyment of the surface embraced in the easement for grazing purposes or the cultivation of crops.

PROVIDED FURTHER, That upon the abandonment or discontinuance of the use of said tract of land for said purpose for which granted, the rights of said grantee to the use of said land and easement shall terminate and cease, and all rights and interest vested in said grantee by this grant of easement shall revert to the State of Wyoming, its successors and assigns, the same as if this grant had never been made. Should land be abandoned by grantee, said land will be returned to a condition satisfactory to the landowner.

IN TESTIMONY WHEREOF, The Board of Land Commissioners has caused this instrument to be signed by its President and countersigned by its Secretary, and its seal to be hereunto affixed the 31 day of DEC, A.D. 19 81

*** All subject to the following stipulations as approved by the Board of Land Commissioners May 1, 1980.

Countersigned: _____ Commissioner of Public Lands, Secretary.

_____ Governor, President Board of Land Commissioners

(SEAL)

App. No. 8175 Examined mt/mbr

Permanent Fund COMMON SCHOOL

189654

RECORDED February 2 1982 1:00 P M

IN BOOK 39 Misc PAGE 599

FEES $ None Paid COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

599

STATE OF WYOMING

EASEMENT NO. 1324 - SUBLETTE COUNTY BOARD OF COMMISSIONERS

Station 18+02.9; thence N. 67° 04.5' W., 441.6 feet to Station 22+44.5; thence N. 30° 07.5' W., 306.8 feet to Station 25+51.3; thence N. 66° 58' W., 361.1 feet to Station 29+12.4; thence N. 22° 56' W., 453.1 feet to Station 33+65.5; thence N. 67° 28.5' W., 477.8 feet to Station 38+43.3; thence S. 80° 39.5' W., 524.0 feet to Station 43+67.3; thence S. 70° 55.5' W., 858.9 feet to Station 52+26.2; thence N. 71° 00' W., 424.0 feet to Station 56+50.2; thence N. 81° 51.5' W., 593.5 feet to Station 62+43.7 on the west line of said Section 36, S. 00° 01' E., 747.5 feet from the northwest corner of said Section 36 where found a quartzite stone 14"x6"x6" above ground marked / on south and east; all in accordance with the map prepared and filed for record in the Office of the Commissioner of Public Lands in Cheyenne, Wyoming.

The above strip of land contains 8.3 acres, more or less.

*** 1. That, 16-foot auto gates be constructed at both ends of the Right-of-Way.

2. That, stipulation require the user, T.E. O'Brien, Inc. to stay within the confines of the 60-foot Right-of-Way and plowing of snow outside the Right-of-Way boundaries. That, Mr. Profit required to provide $2,000.00 cash bond for maintenance or reconstruction of auto gates if destroyed by snow removal equipment.

3. Any violations of requirements by T.E. O'Brien, Inc. or his assigns will cause termination of Easement.

4. Also subject to Memorandum Agreement between Board of County Commissioners Sublette County and T.E. O'Brien Ranch, Inc. Dated September 25, 1980.

133674

RECORDED Feb 3 1983 8:00 A.M.
BOOK 39 Misc PAGE 601
FEE $ No Fair & Yake COUNTY CLERK
DEPUTY

Dorothy M Stowe

ruary 1982.

MAP OF

PROFIT

COUNTY ROAD NO. 23-201

SUBLETTE COUNTY, WYOMING

602

CORRECTIVE
AGREEMENT FOR WARRANTY DEED — FORM NO. 14

THIS AGREEMENT, Made and entered into this 10th day of July 19 81, by and between ABNER L. HECOX and EMMA LEE HECOX, husband and wife,

of Pinedale, Sublette County, State of Wyoming, of the first part, and LOIS E. COBB, a single woman,

of Pinedale, Sublette County, State of Wyoming, of the second part,

WITNESSETH, That the part of the first part, for and in consideration of the sum of ($ 10.00) Ten and No/100 - - -

[redacted]F LAND MANAGEMENT

ERNON MRAK

LLIAM J. HITTLE

ALPH ALLEN STEELE

[redacted]

188682

RECORDED February 3 1982 at 4 o'clock P M
IN BOOK 39 Misc PAGE 603
FEES $ Verla Yake COUNTY CLERK
SUBLETTE [illegible] PINEDALE WYOMING
by Dorothy M Lewis

W-37783

MAP OF

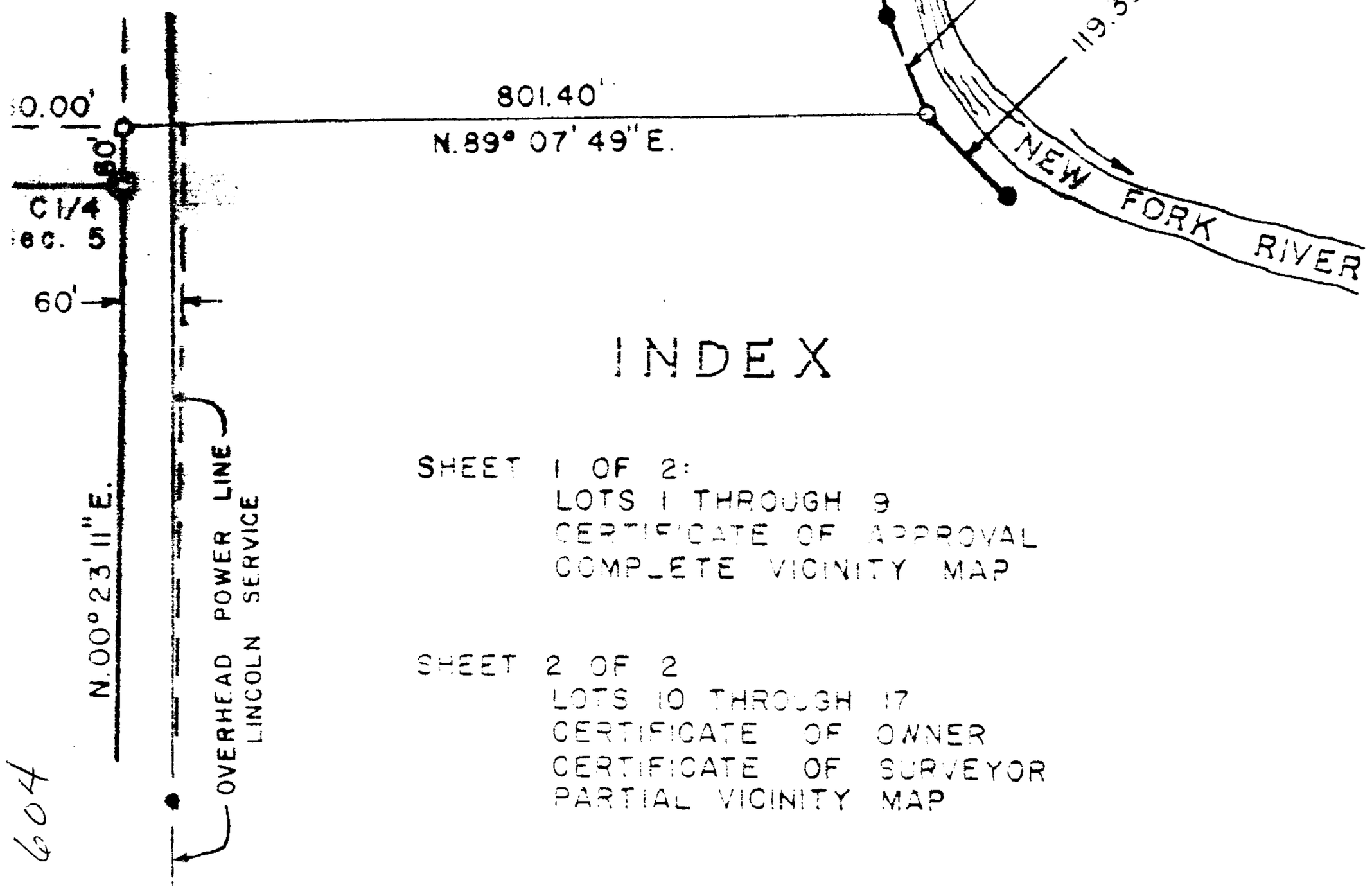
SCAB CREEK

COUNTY ROAD NO. 23—122

SUBLETTE COUNTY, WYOMING

REVISED - 19 November 1981

603



INDEX

SHEET 1 OF 2:
LOTS 1 THROUGH 9
CERTIFICATE OF APPROVAL
COMPLETE VICINITY MAP

SHEET 2 OF 2
LOTS 10 THROUGH 17
CERTIFICATE OF OWNER
CERTIFICATE OF SURVEYOR
PARTIAL VICINITY MAP

7. AREA OF SUBDIVISION — 176.50 ACRES
8. TOTAL OF 17 LOTS — 10+ ACRES EACH
9. UTILITY EASEMENTS TO BE 10' ON EACH SIDE OF EACH LOT LINE
10. NO PUBLIC MAINTENANCE OF STREETS OR ROADS

REDSTONE NEW FORK RIVER SUBDIVISION

LOCATED IN PARTS OF
SEC. 4, 5, 6, & 9, T.33N., R.109W.
SUBLETTE COUNTY, WYOMING

SHEET 1 OF 2

JULY 20, 1977 J.O. 29

604

188583

FEE AGE February 3 1982 4:20P
IN BOOK 3 P Misc PAGE
FEES none Lavoy Yde COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy McClure

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

~~THIRD~~ JUDICIAL DISTRICT

V. L. LOONEY and JOHN S. MACKEY,

Plaintiffs,

vs.

WILFORD "J" O'NEAL

Defendant.

Docket Number 2986

ORDER GRANTING PLAINTIFFS' AMENDED MOTION FOR JUDGMENT ON THE PLEADINGS AND QUIETING TITLE

THE ABOVE-CAPTIONED ACTION having come before the Court on the 7th day of January, 1982, and the parties having appeared by and through their counsel of record and the Court having considered the pleadings of record in this matter, finds that the Plaintiffs' Amended Motion for Judgment on the Pleadings should be granted.

[redacted]

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that that Amended Motion for Judgment on the Pleadings filed herein by the Plaintiffs, V. L. Looney and John S. Mackey, be, and the same hereby is, granted.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that, as to that real property which was the subject of this action, to-wit:

The S 100', NE 1/4 SW 1/4, Section 2, Township 33 North, Range 111 West of the 6th P.M., Sublette County, Wyoming,

that:

(a) A Writ of Possession is hereby issued restoring to the Plaintiffs possession of such real property;

ANDREWS ANDREWS & AISKE P.C.
Attorneys at Law
Suite 600
Rocky Mtn. Plaza
2020 Carey Ave.
Cheyenne, WY 82001
(307) 634-6871

FILED
FEB3 1982
ELLEN L. NEELY
CLERK OF DIST. COURT
PINEDALE WYO

183706
RECORDED February 8, 1982 8:00 A.M.
IN BOOK 39 Misc. PAGE 605
FEES 6.00 SUBLETTE COUNTY CLERK FEB 1

(b) Title to such property be quieted in the name of the Plaintiffs and against the Defendant and that the Defendant is hereby declared to have no right, title, interest, claim, equity, demand or estate in or to such real property.

(c) That the Defendant, his heirs, executors or assigns are permanently enjoined and restrained from asserting any claim, demand, right, title, interest, equity or estate in such real property adverse to the Plaintiffs.

DATED this 1 day of Feb, 1982.

Robert B. Finck
District Court Judge

APPROVED AS TO FORM:

Robert Horn

Robert Horn
Post Office Box 3346
Jackson, Wyoming 83001
Attorney for the Defendant

Kenneth S. Cohen
Post Office Box 246
Jackson, Wyoming 83001
Attorney for Third-Party Defendants

The State of Wyoming
County of Sublette

I, Ellen Neely, Clerk of the Ninth Judicial District Court within and for said County and in the State aforesaid Do Hereby Certify the Foregoing to be a Full, True and Complete Copy.

Signed: Ellen Neely

ANDREWS ANDREWS & RISKE P.C.
Attorneys at Law
Suite 600
Rocky Mtn Plaza
2020 Carey Ave
Cheyenne WY 82001
(307) 634 8871

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF)
)
CALVIN HAYES ELLIOTT,) Probate No. 1070
)
deceased.)

FILED
BY Ellen L. Neely
FEB 9 1982
ELLEN L. NEELY
CLERK OF DIST. COURT
PINEDALE, WYO.

ORDER APPROVING FINAL REPORT AND ACCOUNTING
AND
DECREE OF DISTRIBUTION

WHEREAS, BERT REINOW, petitioner herein, the duly qualified and acting personal representative of the estate of CALVIN HAYES ELLIOTT, deceased, did file his final report and accounting and petition for distribution with this court on the 19th day of January, 1982, asking the court for its approval of the report and accounting and for its decree of distribution;

The court has examined the files and records herein and finds that notice of the intended final settlement of the estate has been duly given unto MARIE-LUISE HIRSCH of Box 344, Woodbury, Connecticut 06798, who is the sole and only legatee and devisee under the will of Calvin Hayes Elliott, deceased, and that said MARIE-LUISE HIRSCH has signed and filed herein her receipt of a copy of the final report, accounting and petition for distribution by Bert Reinow and stating that she has received notice of the intended final settlement of the estate on the 1st day of February, 1982, and further that she has accepted the said final report and accounting as true and correct and has consented that the same be approved and allowed and settled by the court and further that she has joined in the petition for distribution of the residue of estate as set forth in said final report and accounting and further she has

187728

RECORDED February 10 1982 10:00 AM
IN BOOK 32 Misc PAGE 607
FEES $14.00 Paid Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

PS # 8 - P3 - 15

607

waived notice of the final settlement of the estate and hearing upon the said final report, accounting and petition for distribution;

That no objections to the final report, accounting and petition for distribution have been made to the court or filed herein and none have been called to the attention of the court and no such objections do exist;

The court finds that said report and accounting does represent truly the administration and condition of the estate and does show that the petitioner has in fact administered fully the decedent's estate in a prudent manner and as required by law;

Further that Calvin Hayes Elliott died testate and a resident of the County of Sublette and State of Wyoming on the 11th day of August, 1980, and that the last will and testament of Calvin Hayes Elliott, deceased, was admitted to probate herein on the 5th day of September, 1980, and Bert Reinow appointed as personal representative of the decedent's estate and letters testamentary issued unto the said Bert Reinow out of this court on the [illegible] day of September, 1980;

That the decedent by his said last will and testament did give, devise and bequeath unto his sister, MARIE-LUISE HIRSCH of Woodbury, Connecticut, all of his property and estate, real, personal and mixed, and of every nature, kind and description, and wherever situate and however held, to have and to hold the same unto her as her absolute property;

That all taxes upon the estate have been fully paid and that all claims of creditors upon the estate and filed herein according to law have been fully paid and satisfied and the time for filing claims has expired and all of the expenses of administration and the estate is now fully administered and in condition for final settlement and distribution;

That since the filing of the said final report and accounting the personal representative has expended the additional sum of $1,218.35 by payment to Henderson and Stevens, Certified Public Accountants of Rock Springs, Wyoming, for accounting and tax services;

That the personal representative may yet have recording and transfer fees in the closing of the estate;

That the residue of property on hand now and available for distribution in accordance with the will is as follows:

Personal property -

1- Cash - $11,951.54

2- 1974 Chevrolet pickup, V.I.N. CKY244F458105

3- Massey-Ferguson tractor with snow blower

4- IBM Corporation stock - 2402 shares

Real estate -

A tract of land located in the SW/4 NW/4 (Lot 2) and the NW/4 SW/4 (Lot 3), Section 7, Township 34 North, Range 111 West of the Sixth Principal Meridian and more particularly described as follows:

Begin at the West one-quarter corner of said Section 7;

Thence North along the section line 1319.44 feet to the one-sixteenth corner;

Thence S 89° 46' 52" E, 1021.98 feet;

Thence S 27° 25' 28" W, 490.40 feet;

Thence S 43° 36' 01" W, 464.72 feet;

Thence S 01° 32' 06" E, 204.45 feet;

Thence S 10° 37' 08" W, 198.63 feet;

Thence S 15° 08' 30" E, 152.85 feet;

Thence S 09° 52' 17" E, 61.92 feet;

Thence S 04° 00' 16" W, 395.04 feet;

609

Thence S 19° 54' 09" W, 103.67 feet;

Thence S 28° 37' 34" W, 106.33 feet;

Thence S 36° 44' 55" W, 109.36 feet;

Thence S 53° 09' 26" W, 199.28 feet;

Thence S 67° 53' 07" W, 186.49 feet;

Thence N 00° 02' 51" E, 930.97 feet to the point of beginning;

AND TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto; BUT SUBJECT TO the provisions of United States patents, AND SUBJECT FURTHER TO all exceptions and reservations of the mineral estate.

NOW, THEREFORE, upon the motion of John S. Mackey as attorney for Bert Reinow, the personal representative and petitioner herein, and no objections thereto being now made or otherwise appearing to the court, THE COURT DOES

ORDER, ADJUDGE AND DECREE:

1-

That the said final report and accounting heretofore filed by Bert Reinow as personal representative of the estate be and the same is hereby approved, settled and allowed;

2-

That the residue of the estate of Calvin Hayes Elliott, deceased, together with any and all other property of the decedent or of the decedent's estate or belonging to the decedent's estate, not presently known but which may be hereafter discovered, be and the same is hereby distributed and set over unto MARIE-LUISE HIRSCH of Woodbury, Connecticut, the sole devisee and legatee under the last will and testament of Calvin Hayes Elliott deceased;

3-

The following constitutes the residue of estate in the hands

of the personal representative distribution of which is hereby ordered, to-wit:

Personal property -

1- Cash - $11,951.54

2- 1974 Chevrolet pickup, V.I.N. CKY244F458105

3- Massey-Ferguson tractor with snow blower

4- IBM Corporation stock - 2402 shares

Real estate -

A tract of land located in the SW/4 NW/4 (Lot 2) and the NW/4 SW/4 (Lot 3), Section 7, Township 34 North, Range 111 West of the Sixth Principal Meridian and more particularly described as follows:

Begin at the West one-quarter corner of said Section 7;

Thence North along the section line 1319.44 feet to the one-sixteenth corner;

Thence S 89° 46' 52" E, 1021.98 feet;

Thence S 27° 25' 28" W, 490.40 feet;

Thence S 43° 36' 01" W, 464.72 feet;

Thence S 01° 32' 06" E, 204.45 feet;

Thence S 10° 37' 08" W, 198.63 feet;

Thence S 15° 08' 30" E, 152.85 feet;

Thence S 09° 52' 17" E, 61.92 feet;

Thence S 04° 00' 16" W, 395.04 feet;

Thence S 10° 54' 09" W, 103.67 feet;

Thence S 28° 37' 34" W, 106.33 feet;

Thence S 36° 44' 55" W, 109.36 feet;

Thence S 53° 09' 26" W, 199.28 feet;

Thence S 67° 53' 07" W, 186.49 feet;

Thence N 00° 02' 51" E, 930.97 feet to the point of beginning;

AND TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all

611

water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;

BUT SUBJECT TO the provisions of United States patents, AND SUBJECT FURTHER TO all exceptions and reservations of the mineral estate;

4-

The personal representative is hereby directed to record a certified true copy of this decree in the office of the Sublette County Clerk immediately and to pay the recording fee thereon from the cash on hand and to account therefor;

5-

Upon full compliance herewith and the same shall be reported by the personal representative, the personal representative shall be immediately discharged from his duties as executor under the will and personal representative of the estate and released from further liability.

DATED this 8 day of February, 198

ROBERT B. RANCK, District Judge

The State of Wyoming

County of Sublette.

I, Ellen Neely, Clerk of the Ninth Judicial District Court within and for said County and in the State aforesaid Do Hereby Certify the Foregoing to be a Full, True and Complete Copy

Signed:

PARTIAL RE-ASSIGNMENT OF CONTRACT INTEREST

COMES NOW, GARY R. GREGORY and JUDITH A. GREGORY, formerly known as Judith A. Greenhood, husband and wife, hereinafter known as parties of the first part, and MICHAEL R. NYSTROM and PATRICIA S. NYSTROM, husband and wife, hereinafter known as parties of the second part, and hereby agree as follows:

WHEREAS the parties of the first part did contract on the 18th day of December 1979, to purchase Lots 3, 4, 5 and 6, Block 2, original townsite of the Town of Pinedale, County of Sublette, State of Wyoming, from Glen W. Wise and Margaret F. Wise; and

WHEREAS parties of the first part did assign to parties of the second part an undivided one-half (1/2) interest in said contract on the 2nd day of January, 1980; and

WHEREAS parties of the first part and parties of the second part did on the 6th day of January, 1981, contract to sell Lots 3 and 4, Block 2, original townsite of Town of Pinedale, County of Sublette, State of Wyoming, to ROBERT J. BING AND CAROLYN BING; and

WHEREAS the parties now wish to alter and amend their rights and duties under the aforesaid contracts and documents;

NOW THERFORE, the parties hereto in consideration of the mutual covenants and promises herein contained hereby agree, covenant and promise as follows:

1. Parties of the second part hereby assign and quit-claim to parties of the first part, as tenants by the entireties with full right of survivorship, all of their right, title and interest in and to Lots 5 and 6, Block 2, original townsite of Town of Pinedale, Sublette County, State of Wyoming, including any contract rights for the purchase of said property.

2. Parties of the first part hereby relieve and release parties of the second part from any and all payment obligations and responsibilities arising out of that Partial Assignment of Buyers' Interests in Contract dated January 2, 1980, and between the parties except that parties of the second part shall remain obligated and responsible for 12.5% of the then unpaid principal balance in the event the aforedescribed Bing Contract shall become in default.

188757

RECORDED February 17 1982 4:00 P.M.
IN BOOK 37 Misc PAGE 613
FEE $6.00 Nancy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Parties of the second part shall continue to have the right to receive one-half (1/2) of the payments on the aforesaid Bing contract and shall remain responsible for the completion thereof.

4. In the event that there shall be a default and repossession as to the Bing contract and Lots 3 and 4, Block 2, then the parties hereby agree that parties of the first part shall assign and quit claim to parties of the second part all their right, title and interest in Lot 3, Block 2, and parties of the second part shall assign and quit claim to parties of the first part all their right, title and interest in Lot 4, Block 2, both said lots being in the original Townsite of Pinedale, Sublette County, State of Wyoming.

DATED this 11th day of February, 1982.

Gary R. Gregory — Judith A. Gregory

GARY R. GREGORY — JUDITH A. GREGORY

Jo Ann Doughty
County of
Sublette
My Commission Expires Oct 30 1985
Notary Public
State of
Wyoming

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by GARY R. GREGORY and JUDITH A. GREGORY this 11th day of February 1982.

Witness my hand and official seal.

10-30-85

My commission expires:

Jo Ann Doughty
Notary Public

Michael R. Nystrom — Patricia S. Nystrom

MICHAEL R. NYSTROM — PATRICIA S. NYSTROM

STATE OF CALIFORNIA)
) ss.
COUNTY OF Inyo)

The foregoing instrument was acknowledged before me by MICHAEL R. NYSTROM and PATRICIA S. NYSTROM this 12 day of February, 1982.

Witness my hand and official seal.

Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by PATRICIA A. NYSTROM this 9th day of February, 1982.

Witness my hand and official seal.

Karen K. Keener
Notary Public

NOTARY PUBLIC SUBLETTE COUNTY

My commission expires:

March 14, 1983

MEMORANDUM OF SALE AGREEMENT

An agreement has been entered into between Robert Charles Priddis and Annette Scherbel Priddis, Husband and Wife, as Seller, and Philip Eugene Goggin and Valeria Marie Goggin, Husband and Wife, as Buyer, whose address is P.O. Box 238 LaBarge, Wyoming 83123, for the sale and purchase of the following described real estate:

> Lot Three (3) Block Four (4) Ball Second Addition to the Town of Marbleton as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;
>
> Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, rights and rights-of-way of sight and/or record;
>
> Further subject to reservations and restrictions contained in United States patents and all prior mineral reservations of record.

Buyer shall be entitled to enter into possession of the above-described property on the date of closing.

Seller shall, upon payment in full of the purchase price as provided in said Agreement, cause a Warranty Deed conveying the above-described property to be delivered to the Buyer.

This Memorandum is for information and recordation purposes only and does not constitute the entire agreement between the parties.

183763

RECORDED February 12 1982 8:00 A
IN BOOK 39 Misc PAGE 615
6 cc Darry Clerk COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Sellers:

Robert Charles Priddis

Annette Scherbel Priddis

Buyers:

Philip Eugene Goggin

Valeria Marie Goggin

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Robert Charles Priddis and Annette Scherbel Priddis this 1st day of February, 1982.

Witness my hand and official seal.

Notary Public

My Commission Expires:

June 16, 1982

615

Memorandum of Sale Agreement
Page Two

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Philip Eugene Goggin and Valeria Marie Goggin this 1st day of February, 1982.

Witness my hand and official seal.

Notary Public

My Commission Expires:

February 16, 1982

KENNY K. LEFEVRE NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

188788

RECORDED February 12th 19 82 3:55 P.M.
IN BOOK 39 Misc PAGE 617
FEES $ No Fee Yet COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

MAP OF
COTTONWOOD-RYEGRASS
COUNTY ROAD NO. 23-117
SUBLETTE COUNTY, WYOMING

SHEET 1 of 6

A F F I D A V I T

STATE OF WYOMING)
COUNTY OF SUBLETTE) ss ..

COMES NOW, Paul N. Scherbel of Big Piney, County of Sublette, State of Wyoming, who, being duly sworn, on oath according to law, does hereby make the following statement of facts and affirm:

1). THAT he is a Land Surveyor registered under the laws of the State of Wyoming holding license No. 164.

2). THAT he was appointed County Surveyor by the Board of County Commissioners at its regular meeting on 6 October 1981.

3). THAT he was directed by the Board to survey and prepare a plat of the Cottonwood-Ryegrass County Road No. 23-117. That said survey has been completed and the plat prepared has been filed for record in the Office of the Clerk of Sublette County.

4). THAT the said road is located upon the following described lands, all of which are public lands of the United States of America:

T32N, R111W
Section 29 -- NW¼NE¼
Section 19 -- NW¼NE¼
Section 20 -- SW¼SE¼

T32N, R112W
Section 13 -- NW¼NW¼, SE¼NW¼
Section 11 -- NE¼SW¼, SW¼SE¼, SE¼SW¼, SW¼SW¼
Section 15 -- NW¼NE¼, NE¼NW¼
Section 10 -- SE¼SE¼, SW¼SE¼, SE¼SW¼, SW¼SW¼
Section 9 -- SE¼SE¼, NE¼SE¼, NW¼SE¼, SW¼NE¼, NE¼SW¼, NW¼SW¼, SW¼NW¼, SE¼NW¼
Section 8 -- NE¼SE¼, NW¼SE¼, NE¼SW¼, NW¼SW¼, SE¼NE¼, NE¼NW¼, SW¼NW¼,
Section 7 -- Lot 1, Lot 2, Lot 3

T32N, R113W
Section 12 -- Lot 5, Lot 6
Section 11 -- Lot 5, Lot 6, Lot 7

T33N, R113W
Section 12 -- SE¼NE¼, SW¼NE¼, SE¼NW¼, NE¼NW¼, NW¼NW¼
Section 2 -- SE¼SE¼, SW¼SE¼

T33N, R112W
Section 32 -- SE¼SE¼, SW¼SE¼, SE¼SW¼, SW¼SW¼
Section 9 -- SW¼SW¼
Section 8 -- SE¼SE¼, SW¼SE¼, NW¼SE¼, NE¼SW¼, NW¼SW¼
Section 7 -- NE¼SE¼, SE¼NE¼, SW¼NE¼, SE¼NW¼, Lot 2 (SW¼NW¼), ¼SE¼
Section 15 -- NW¼SW¼, NE¼SW¼, SE¼SW¼, SW¼SE¼, SE¼SE¼
Section 14 -- SW¼SW¼, SE¼SW¼, SW¼SE¼, NW¼SE¼, NE¼SE¼
Section 13 -- NW¼SW¼, NE¼SW¼, SW¼NW¼, SE¼NW¼, SW¼NE¼, SE¼NE¼

T33N, R111W
Section 18 -- Lot 2 (SW¼NW¼), SE¼NW¼, SW¼NE¼, NW¼NE, NE¼NE¼
Section 17 -- NW¼NW¼
Section 8 -- SW¼SW¼

5). THAT a similar affidavit has previously been recorded for the remainder of the public lands utilized by the foregoing described roadway through T33N, R111W to State Highway 189

6). THAT this affidavit is filed for the purpose of giving public notice of the location of the said Cottonwood-Ryegrass County Road No. 23-117 upon public lands of the United States of America and of the right-of-way asserted and claimed by the County of Sublette.

Paul N. Scherbel

REGISTERED LAND SURVEYOR
PAUL N. SCHERBEL
164

1981-93

RECORDED February 12th 19 1:30 P.M.
IN BOOK 39 Misc. PAGE 18

[redacted] COUNTY CLERK [redacted]
DALE WYOMING

[redacted] [redacted] [redacted]

The foregoing instrument was acknowledged before me this 12th day of January 1982.
Witness my hand and official seal.

Jo Ann Mahoney
Notary Public

My commission expires 27 September 1984

JO ANN MAHONEY
NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires Sept. 27, 1984

MEMORANDUM OF SALE

TO WHOM IT MAY CONCERN:

Please take notice that HOBACK RANCHES, INC., a Wyoming corporation of Afton, Lincoln County, Wyoming, as SELLER, and CHARLES G. LEE and CHARLES E. LEE, and ROY W. CHAPPELL, each having an undivided interest, of 325 Clark Street, ~~&~~ Green River, Wyoming

as BUYER, have delivered to the First Wyoming Bank of Jackson Hole, Jackson, Wyoming 83001

as Escrow Agent of the Parties, a Real Estate Sales Agreement dated the 30th day of August, 19 76, wherein SELLER has agreed to sell and BUYER has agreed to buy, pursuant to the terms of said Agreement, the following described real property located in Sublette County, Wyoming, to-wit:

The N½SW¼NE¼ of Section 10, Township 36 North, Range 113 West of the 6th Principal Meridian, Wyoming.

188809

RECORDED February 16 1982 8:00 AM
IN BOOK 39 Misc PAGE 620
FEES $4 Doris Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Ellison

and a Warranty Deed conveying the property described above from SELLER to BUYER, which the said Escrow Agent shall hold, pursuant to the written Escrow Instructions, until the terms and conditions of the said Agreement have been fully complied with.

DATED: January 13, 1982

HOBACK RANCHES, INC.

By: Duane E. Thomas
Executive Vice-President

ATTEST: Beverly J. Child
Secretary

STATE OF WYOMING)
) ss.
COUNTY OF LINCOLN)

Before me this day the undersigned authority personally appeared DUANE E. THOMAS, known by me personally to be the executive vice president of HOBACK RANCHES, INC., the SELLER described in the foregoing instrument, and acknowledged that he executed the foregoing instrument on behalf of and with authorization of the Board of Directors of said corporation. Witness my hand and official seal this 13th day of January, 1982.

NOTARY PUBLIC

My commission expires: March 8, 198[redacted]

CORRECTIVE
AGREEMENT WARRANTY DEED—FORM NO. 14 [redacted]

THE MILLS COMPANY, SHERI[redacted]

THIS AGREEMENT, Made and entered into this 10th day of July 19 81, by and between ABNER L. HECOX and EMMA LEE HECOX, husband and wife,

of Pinedale, Sublette County, State of Wyoming, of the first part, and LOIS E. COBB, a single woman,

of Pinedale, Sublette County, State of Wyoming, of the second part,

WITNESSETH, That the part of the first part, for and in consideration of the sum of ($ 10.00) Ten and No/100 - - -

622

E A S E M E N T

THAT BUDD RANCHES, INC.
of Sublette County, State of Wyoming, party of the first part, for and in consideration of the sum of Ten (10.00) Dollars and other valuable considerations, receipt of which is hereby acknowledged, have granted and conveyed, and by these presents does grant and convey unto the County of Sublette, State of Wyoming, party of the second part, its successors and assigns, an EASEMENT for a right-of-way to place, construct, operate, repair, and maintain the Middle Piney County Road No. 23-111 through, across, and upon the following described property of the party of the first part, located in Sublette County, State of Wyoming, to-wit:

That part of the SE¼NW¼, N½NW¼ of Section 15, NE¼NE¼ of Section 16, S½S½ of Section 9, SE¼SE¼, N½SE¼, SE¼NW¼ of Section 8, N½N½ of Section 7, T30N, R114W, Sublette County, Wyoming being part of that tract of record in the Office of the Clerk of Sublette County in Book 13 of Deeds on page 1 lying and being situate within the bounds of the MIDDLE PINEY COUNTY ROAD NO. 23-111 described as follows:

See Exhibit "A"

In the event that traffic increases to the extent that it is unreasonably interfering to the normal ranch operations or that ranch use changes so as to necessitate change of fence lines or irrigation ditches, or similar fixtures, then grantor reserves the right to petition to grantee and obtain compulsory arbitration under the Wyoming Uniform Arbitration Act to determine that there has been sufficient change in circumstances to warrant corrective measures and recommend corrective measures, i.e. right-of-way fences, new cattle guards, culverts at ditch crossings, cattle crossings etc., and the grantee accepts this easement subject to above arbitration, the liability for costs to be also determined by said arbitrator.

Said party of the first part, its successors and assigns shall have full use and enjoyment of the said premises except for the uses and purposes hereinbefore granted. The party of the second part shall have full right of ingress and egress to and from said described lands for the purpose of exercising the rights herein granted.

This grant of easement shall at all times be deemed to be, and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives, and assigns of the party of the first part.

IN WITNESS WHEREOF, the party of the first part has caused its seal to be hereunto affixed and these presents to be signed by its duly authorized officers on the 25th day of January, 1982.

Attest:

Ruth F. Budd
Secretary

Budd Herford Ranches, Inc.
President

STATE OF WYOMING)
) ss
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Budd Herford Ranches, Inc.
Gary Espenschied, President and Ruth F. Budd, Secretary of , this 16th day of February, 1982.

Witness my hand and official seal.

BUDD RANCHES, INC. WILSON, WYO. CORPORATE SEAL

Lisa J. Lake
Deputy County Clerk

My Commission Expires: Jan 3, 1983

SUBLETTE COUNTY CLERK

DESCRIPTION FOR

MIDDLE PINEY COUNTY ROAD NO. 23-111

To-wit:--

That part of the $SW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}NW\frac{1}{4}$ of Section 33, $NE\frac{1}{4}NE\frac{1}{4}$ of Section 32, $S\frac{1}{2}SE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$ of Section 29, $SE\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$ of Section 30, $SW\frac{1}{4}SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, Lot 4 ($SW\frac{1}{4}SW\frac{1}{4}$), Lot 3 ($NW\frac{1}{4}SW\frac{1}{4}$) of Section 19 of T30N, R113W and the $NE\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$ of Section 24, $NE\frac{1}{4}NE\frac{1}{4}$ of Section 23, $S\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$ of Section 14, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$ of Section 15, $NE\frac{1}{4}NE\frac{1}{4}$ of Section 16, $S\frac{1}{2}S\frac{1}{2}$ of Section 9, $SE\frac{1}{4}SE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$ of Section 8, $N\frac{1}{2}N\frac{1}{2}$ of Section 7 of T30N, R114W, Sublette County, Wyoming lying and being situate within the bounds of MIDDLE PINEY COUNTY ROAD NO. 23-111 described as follows:

A strip of land sixty feet in width with the center-line described as follows:

BEGINNING at Station 0+00 AH=153+00BK, N87°-28'-30"E, 430.1 feet from the center one-quarter corner of said Section 33, 130N, R113W;
thence N58°-30'-43"W, 3344.5 feet to Station 33+44.55; N23°-45'-36"E, 574.3 feet from the southwest corner of the $NW\frac{1}{4}NW\frac{1}{4}$ of said Section 33;
thence N54°-34'-30"W, 284.8 feet, more or less, to Station 36+29.3 on the west line of said Section 33, the base bearing for this survey, 637.9 feet from the northeast corner of said Section 33;
thence continuing N54°-34'-30"W, 1019.1 feet, more or less, to Station 46+48.4 on the south line of Section 29, S89°-45'-04"W, 831.3 feet from the southeast corner of said Section 29;
thence continuing N54°-34'-30"W, 2900.95 feet to Station 75+49.35;
thence N48°-31'-48"W, 2076.66 feet to Station 96+26.01;
thence N59°-33'-58"W, 629.89 feet, more or less, to Station 102+55.9 on the west line of said Section 29, S00°-30'-54"W, 1623.2 feet from the northwest corner of said Section 29;
thence continuing N59°-33'-58"W, 323.95 feet to Station 105+79.85, N14°-09'-07"W, 1178.5 feet from the west one-quarter of said Section 29;
thence N57°-30'-53"W, 1413.83 feet to Station 119+93.68;
thence N60°-22'-55"W, 1016.05 feet to Station 130+09.73;
thence N56°-57'-54"W, 257.27 feet, more or less, to Station 132+67.0 on the north line of said Section 30;
thence continuing N56°-57'-34"W, 649.03 feet, more or less, to Station 139+16.03;
thence N49°-10'-37"W, 391.97 feet to Station 143+08.00;
thence N61°-42'-28"W, 399.47 feet to Station 147+07.47;
thence N55°-49'-25"W, 935.71 feet to Station 156+43.18;
thence N65°-58'-25"W, 312.27 feet to Station 159+55.45;
thence N52°-05'-01"W, 809.52 feet to Station 167+64.97;
thence N56°-56'-12"W, 45.73 feet, more or less, to Station 168+10.7 on the west line of said Section 19, S00°-00'E, 588.3 feet from the west one-quarter corner of said Section 19;
thence continuing N56°-56'-12"W, 999.4 feet, more or less, to Station 178+10.10;
thence N59°-05'-38"W, 927.02 feet to Station 187+37.12;
thence N58°-48'-22"W, 337.53 feet to Station 195+74.65;
thence N66°-56'-15"W, 2094.95 feet to Station 216+69.60, N65°-59'-13"E, 969.8 feet from the southwest corner of the $NW\frac{1}{4}NW\frac{1}{4}$ of said Section 24;
thence N59°-56'-31"W, 456.93 feet to Station 221+26.53, S36°-42'-58"E, 864.8 feet from the northwest corner of said Section 24;
thence N54°-38'-33"W, 625.77 feet, more or less, to Station 227+52.3 on the west line of said Section 24, S01°-09'-28"E, 331.16 feet from said northwest corner;

Paul N. Scherbel
SURVEYOR SCHERBEL, LTD
Registered Land Surveyor No. 164
Big Piney, Wyoming 83113

"Modification in any way of the foregoing description terminates liability of the surveyor"

thence continuing N54°-38'-33"W, 574.2 feet, more or less, to Station 233+26.5 on the north line of Section 23;
thence continuing N54°-38'-33"W, 77.02 feet, more or less, to Station 234+03.52, N86°-57'-10"E, 799.7 feet from the northwest corner of the NE¼NE¼ of said Section 23;
thence N41°-15'-09"W, 591.55 feet to Station 239+95.07;
thence N51°-37'-45"W, 125.15 feet to Station 241+20.22;
thence N70°-45'-46"W, 1354.92 feet to Station 254+75.14;
thence N78°-41'-02"W, 602.57 feet to Station 260+77.71;
thence N52°-24'-02"W, 944.0 feet to Station 270+21.71;
thence N58°-18'-52"W, 1341.69 feet to Station 283+63.40, S12°-09'-39"E, 2886.90 feet from the northwest corner of said Section 14 and S69°-58'-11"E, 613.7 feet from the west one-quarter of said Section 14;
thence N61°-12'-00"W, 652.38 feet to Station 290+15.78;
thence N76°-47'-22"W, 6.3 feet, more or less, to Station 290+22.08 on the west line of said Section 14, N00°-41'-30"W, 105.5 feet from the said west one-quarter corner;
thence continuing N76°-47'-22"W, 859.3 feet, more or less, to Station 298+81.40
thence N68°-48'-06"W, 927.89 feet to Station 308+09.29;
thence N68°-11'-47"W, 1200.16 feet to Station 320+09.45;
thence N53°-13'-19"W, 652.0 feet to Station 326+61.45;
thence N75°-01'-21"W, 967.79 feet to Station 336+29.24;
thence N65°-04'-53"W, 1164.46 feet, more or less, to Station 347+93.7 on the west line of said Section 15, S00°-02'E, 408.5 feet from the northwest corner of said Section 15;
thence continuing N65°-04'-53"W, 421.17 feet, more or less, to Station 352+14.87;
thence N48°-49'-29"W, 358.33 feet, more or less, to Station 355+73.2 on the north line of said Section 16,
thence continuing N48°-49'-29"W, 617.06 feet, more or less, to Station 361+90.26;
thence S86°-50'-[illegible]"W, 620.04 feet to Station 368+[illegible].30;
thence S76°-26'-[illegible]"W, 648.23 feet to Station 374+[illegible]53;
thence N79°-48'-[illegible]"W, 146.87 feet to Station 376+[illegible].40;
thence N62°-00'-[illegible]"W, 891.5 feet to Station 384+9[illegible]90;
thence N77°-40'-[illegible]"W, 218.02 feet to Station 387+[illegible]92;
thence N89°-14'-[illegible]"W, 702.78 feet to Station 394+[illegible]70;
thence N74°-29'-[illegible]"W, 621.48 feet to Station 400+[illegible]18;
thence N63°-00'-[illegible]W, 529.72 feet, more or less, to Station 405+68.9 on the west line of said Section 9, N00°-03'W, 1091.9 feet from the southwest corner of said Section 9;
thence continuing N63°-00'-50"W, 1096.13 feet, more or less, to Station 416+65.03;
thence N50°-02'-[illegible]"W, 245.0 feet to Station 419+10.03;
thence N44°-47'-[illegible]"W, 1254.76 feet to Station 431+64.79;
thence N47°-15'-[illegible]"W, 867.68 feet to Station 440+32.47
thence N46°-55'-[illegible]"W, 1074.59 feet to Station 451+07.06;
thence N63°-48'-[illegible]"W, 743.91 feet to Station 458+50.97;
thence N76°-25'-[illegible]"W, 241.3 feet to Station 460+92.27;
thence N87°-53'-12"W, 913.33 feet, more or less, to Station 470+05.6 on the west line of said Section 8, S00°-04'E, 947.2 feet from the northwest corner of said Section 8;
thence continuing N87°-53'-12"W, 240.37 feet, more or less, to Station 472+45.97
thence S83°-33'-26"W, 1485.84 feet to Station 487+31.81;
thence N80°-47'-26"W, 248.68 feet to Station 489+80.49;
thence N73°-44'-20"W, 1636.71 feet to Station 506+17.20;
thence N64°-01'-48"W, 571.49 feet to Station 511+88.69;
thence N74°-59'-2[illegible]"W, 257.28 feet to Station 514+45.97;
thence N88°-41'-11"W, 750.94 feet to Station 521+96.91;
thence N80°-58'-09"W, 157.09 feet, more or less, to Station 523+54.0 on the west line of Lot 1 (NW¼NW¼) of said Section 7, the Point of Ending,

all in accordance with the plat prepared and filed for record in the Office of the Clerk of Sublette County for MIDDLE PINEY COUNTY ROAD NO. 23-111.

Paul N. Scherbel
SURVEYOR SCHERBEL, LTD
Registered Land Surveyor No. 164
Big Piney, Wyoming 83113

1888 #2

11 August 1981

RECORDED February 16 1982 2:00 P M
IN BOOK 39 Misc PAGE 622
FEES $ n/c Lois J Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M Stevens

[illegible] document was recorded [illegible] ing date

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

Probate No. 1089

IN THE MATTER OF THE ESTATE OF)
LILLIAN G. TYLER,)
Deceased.)

ORDER APPROVING FINAL REPORT AND ACCOUNTING

AND

DECREE OF DISTRIBUTION

WHEREAS, FRANK TYLER, JR., petitioner herein, the properly qualified and acting Executor of the estate of LILLIAN G. TYLER, deceased, did file the Final Report, Accounting and Petition for Distribution with this Court on the 6th day of January, 1982, which document was subsequently made of record in the Court's permanent file pertaining to this matter, and is now incorporated herein by this reference, which said petition prayed, in relevant part, for an Order Approving Final Report and Accounting and Decree of Distribution, and for other relief as may appear necessary, proper or equitable under the circumstances shown; and notice of the said filing having been properly given to those persons interested in the said estate and entitled thereto by statute; the time for filing objections having passed and expired and none having been filed; and

The Court finding the said report and accounting did represent truly the administration and condition of the said estate, and did show that petitioner, in fact, had administered fully the said decedent's estate in a prudent manner and according to law; and that the said petition did contain a porposed schedule of distribution, which properly reflected the provisions of the Will previously admitted to probate herein, insofar as the same may be applied to the property remaining in the said estate; therefore

IT IS HEREBY ORDERED AND DECREED:

1. That the said Final Report and Accounting heretofore filed in the estate by the petitioner, be and the same is hereby approved and allowed.

2. That the Executor be, and hereby is, authorized to pay to himself the sum of $2,431.16 as his statutory fee.

3. That the Executor be and he is hereby, authorized to pay to Sievers and Wood, as attorneys fees, the sum of $2,431.16 as its statutory fee, and $14.00 as costs advanced.

183830

RECORDED Feb 17 1982 2:00 P M
IN BOOK 39 Misc PAGE 625
FEES 10.00 Nancy Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Guerin

P.S. # 8 - Pg. 81 625

FILED
BY: Ellen L. Neely
FEB9 1982
ELLEN L. NEELY
CLERK OF DIST. COURT
PINEDALE, WYO.

4. That all right, title and interest in the minerals and mineral rights reserved to Lillian G. Tyler in that certain Warranty Deed between Lillian G. Tyler, a widow, and Grace E. Sulenta and John M. Sulenta, her husband, as grantors, and Frank Tyler, Jr., and Lois Tyler, husband and wife, dated November 8, 1963, and recorded December 11, 1963, in Book 12 of Deeds, page 143, being an undivided one-fourth (1/4) interest in and to all oil, gas and all other minerals, together with the right of ingress and egress to prospect for, mine and remove the same, to Grace E. Sulenta, said land being described as follows, to-wit:

> Southwest Quarter Southeast Quarter ($SW\frac{1}{4}SE\frac{1}{4}$), Section 10, West Half Northeast Quarter ($W\frac{1}{2}NE\frac{1}{4}$), Northwest Quarter ($NW\frac{1}{4}$), North Half Southwest Quarter ($N\frac{1}{2}SW\frac{1}{4}$), Northwest Quarter Southeast Quarter ($NW\frac{1}{4}SE\frac{1}{4}$) Section 15, Township 33 North, Range 110 West; Southwest Quarter Southeast Quarter ($SW\frac{1}{4}SE\frac{1}{4}$), Section 22; All of Section 26; East Half ($E\frac{1}{2}$), East Half West Half ($E\frac{1}{2}W\frac{1}{2}$), Section 27; North Half Northeast Quarter ($N\frac{1}{2}NE\frac{1}{4}$), Northeast Quarter Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$), Section 35, Township 34 North, Range 110 West; Lot Four (4), South Half Northwest Quarter ($S\frac{1}{2}NW\frac{1}{4}$), Section 1, Lot One (1), Section 2, Township 35 North, Range 112 West; Southeast Quarter Southeast Quarter ($SE\frac{1}{4}SE\frac{1}{4}$), Section 10; East Half Northeast quarter ($E\frac{1}{2}NE\frac{1}{4}$), Southwest Quarter ($SW\frac{1}{4}$), North Half Southeast Quarter ($N\frac{1}{2}SE\frac{1}{4}$), Southwest Quarter Southeast Quarter ($SW\frac{1}{4}SE\frac{1}{4}$), Section 15; Northeast Quarter ($NE\frac{1}{4}$), East Half Northwest Quarter ($E\frac{1}{2}NW\frac{1}{4}$), Southwest Quarter Northwest Quarter ($SW\frac{1}{4}NW\frac{1}{4}$), Northeast Quarter Southeast Quarter ($NE\frac{1}{4}SE\frac{1}{4}$), Section 21; Southwest Quarter Northwest Quarter ($SW\frac{1}{4}NW\frac{1}{4}$), North Quarter Southwest Quarter ($NW\frac{1}{4}SW\frac{1}{4}$), Section 22, Township 37 North, Range 110 West; together with North Half Northeast Quarter ($N\frac{1}{2}NE\frac{1}{4}$), Northeast Quarter Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$), Section 34; and Northwest Quarter Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$), Section 35; Township 34 North, Range 110 West except that portion of land beginning at the Southwest corner of the Northeast Quarter Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$) of Section 34, Township 34 North, Range 110 West; thence South 88°40' East, 4181.0 feet to a point on the South right of way line of Highway U.S. 187; thence North 73° 5'West, 1355.2 feet to a point; thence South 00°02'East 1136.0 feet to the Southwest corner of the Northeast Quarter Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$), Section 34, Township 34 North, Range 110 West of the 6th P.M., Wyoming, and the point of beginning of the Tyler Subdivision and containing 54.39 acres, more or less, being a portion of the Northeast Quarter Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$), North Half Northeast Quarter ($N\frac{1}{2}NE\frac{1}{4}$), Section 34, and a portion of the Northwest Quarter Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$), Section 35, Township 34 North, Range 110 West of the 6th P.M., Sublette County, Wyoming, being a total of 2745.54 acres, more or less.

5. That Frank Tyler, Jr., as Executor, be and he is hereby authorized to execute and deliver to Frank Tyler, Jr., a release of mortgage, insofar as all right, title and interest of Lillian G. Tyler, the decedent, said mortgage having

been between Frank Tyler, Jr., and Lois Tyler, husband and wife, to Lillian G. Tyler and Grace E. Sulenta, dated November 8, 1963, and recorded December 11, 1963, in Book 17 of Mortgages, page 117, and the share of the note of Lillian G. Tyler secured by said mortgage, is hereby extinguished and forgiven.

6. Any remaining balances in the checking accunt in First National Bank of Pinedale, in the present amount of $1,794.88, and savings account # 112, First National Bank of Pinedale, in the principal amount of $10,244.74, plus accrued interest, be and the same is hereby ordered distributed to Frank Tyler, Jr.

7. That all other property of whatsoever nature and wheresoever located, including all after discovered property, in which Lillian G. Tyler, deceased, had any interest, title or right, be and hereby is set over to Frank Tyler, Jr. and Grace E. Sulenta, share and share alike, to the extent of said Lillian G. Tyler's estate and interest.

DATED this 8 day of Feb, 1982.

Robert B. Ranck

Robert B. Ranck
Judge of the District Court

The State of Wyoming

County of Sublette

I Lilen Neely, Clerk of the Ninth Judicial District Court within and for said County and in the State aforesaid Do Hereby Certify the Foregoing to be a Full, True and Complete Copy.

Signed: Lilen Neely

628

RECORDED February 18 1982 8:00 A M
IN BOOK 37 Misc PAGE 628
FEE $12.00 Dorothy Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

188835

Dorothy McKenzie

ASSIGNMENT OF TOWER AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that SUBLETTE CABLE TELEVISION, INC., a Wyoming corporation, for and in consideration of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, quitclaim, convey and set over to CABLE WEST CORPORATION, a Colorado corporation, of 6767 South Spruce Street, Suite 100, Englewood, Colorado 80112, all of its right, title and interest to that certain Tower Agreement, dated October 12, 1976, a copy of which is annexed hereto as Exhibit "A", and made a part hereof, on, over, upon, under and/or across the following described lands to-wit:

That part of Lot 29 of the Tyler Subdivision of record in the office of the Clerk of Sublette County in Book 20 of Miscellaneous on page 579 and is part of the NE¼ NW¼ of Section 34, Township 34 North, Range 110 West, Sublette County, Wyoming, described as follows:

Beginning at a point on the south line of said Lot 29, N 88°40' W, 22 feet from the southeast corner of said Lot 29 where found a 1/2" steel reinforcing rod witnessed by a steel T-shaped stake 24" long with metal cap inscribed "SURVEY POINT DO NOT DISTURB RLS164" alongside Thence continuing N 88°40' W, 50 feet along the said south line; Thence N 01°20' E 50 feet; Thence S 88°40' E, 50 feet; Thence S 01°20' W, 50 feet to the point of beginning;

Encompassing an area of 0.057 acres, more or less;

for the purpose of constructing, erecting, maintaining and operating a television microwave tower.

The parties hereto stipulate and agree that a portion of the consideration for this assignment shall be that CABLE WEST CORPORATION shall assume all the obligations in said Tower Agreement as the same become due.

IN WITNESS WHEREOF, SUBLETTE CABLE TELEVISION, INC., has executed this assignment this 12th day of May, 1981.

SUBLETTE CABLE TELEVISION, INC.

BY: Robert D Smith
President

ATTEST:
Secretary

THE STATE OF WYOMING)
) SS
COUNTY OF LINCOLN)

On this 12th day of May, 1981, before me personally appeared Robert D. Smith to me personally known, who being by duly sworn, did say that he is the President of Sublette Cable Television, Inc, a Wyoming corporation,

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Robert D. Smith acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

My Commission Expires:

June 9, 1984

NOTARY PUBLIC

APPROVAL OF
HENRY SOMMER and IRIS SOMMER, Husband and Wife

The foregoing assignment of the above-described Tower Agreement between Sublette Cable Television, Inc. and Cable West Corporation, is hereby approved and the consent of Henry Sommer and Iris Sommer, husband and wife, is hereby set forth in writing.

DATED this 15 day of May, 1981.

Henry Sommer
HENRY SOMMER

Iris Sommer
IRIS SOMMER

THE STATE OF Wyoming)
) SS
COUNTY OF Sublette)

The above and foregoing instrument was acknowledged before me by Henry Sommer and Iris Sommer, husband and wife, this 15th day of May, 1981.

WITNESS my hand and official seal.

Faye Hammons
NOTARY PUBLIC

My Commission Expires:

FAYE HAMMONS Notary Public
County of Sublette
State of Wyoming
My Commission expires November 22, 1983

630

EXHIBIT 14

Pinedale, Wyoming 82941
October 12, 1978

Sublette Cable Television, Inc.
804 Pine Street
Kemmerer, Wyoming 83101

Attention: Mr Bob Smith

Gentlemen:

THIS IS TO CONFIRM THAT we have heretofore consented and do now and hereby consent and give our permission unto SUBLETTE CABLE TELEVISION, INC., to use our property described as, to-wit:

That part of Lot 29 of the Tyler Subdivision of record in the office of the Clerk of Sublette County in Book 20 of Miscellaneous on page 579 and is part of the NE/4 NW/4 of Section 34, Township 34 North, Range 110 West, Sublette County, Wyoming, described as follows:

Beginning at a point on the south line of said Lot 29, N88°-40'W, 22 feet from the southeast corner of said Lot 29 where found a 1/2" steel reinforcing rod witnessed by a steel T-shaped stake 24" long with metal cap inscribed "SURVEY POINT DO NOT DISTURB RLS164" alongside;

thence continuing N88°-40'W, 50 feet along the said south line;

thence N01°-20'E, 50 feet;

thence S88°-40'E, 50 feet;

thence S01°-20'W, 50 feet to the point of beginning;

encompassing an area of 0.057 acres, more or less;

for the purpose of constructing, erecting, maintaining and operating a television microwave tower.

SUBLETTE CABLE TELEVISION, INC., may immediately take possession of the above property and remain in possession for an indefinite period of time PROVIDED THAT SUBLETTE CABLE TELEVISION, INC., shall serve and furnish and deliver to our adjoining residential property all services offered to the public at large by SUBLETTE CABLE TELEVISION, INC., AND PROVIDED FURTHER THAT if this service is denied we shall then, and in that event, immediately withdraw the privileges herein given and immediately recover possession of the above property.

It is also to be understood that all costs and expense of installing and maintaining the services provided to us shall be borne by SUBLETTE CABLE TELEVISION, INC.

In event that we should withdraw or revoke the privileges hereby given for the reason that SUBLETTE CABLE TELEVISION, INC., has failed to comply with the foregoing conditions hereof we would stipulate and do hereby agree that SUBLETTE CABLE TELEVISION, INC., shall have a reasonable period of time after the withdrawal of all privileges hereunder in which to remove its equipment from the above property.

We have signed this letter in duplicate and request that you return to us one duplicate copy indicating your acceptance hereof.

Respectfully yours,

Henry Sommer

Iris Sommer

A C C E P T A N C E

SUBLETTE CABLE TELEVISION, INC., DOES HEREBY ACCEPT possession of the above described real estate SUBJECT TO the conditions and terms hereinabove set forth and does hereby promise and agree to comply with all of the foregoing conditions and terms and does understand that in event of failure to comply with said conditions and terms the privileges hereinabove granted may be im-

mediately withdrawn as hereinabove provided and upon said withdrawal SUBLETTE CABLE TELEVISION, INC., agrees and promises to immediately surrender possession of the above real estate and to remove all of its equipment within a reasonable period of time.

DATED this _____ day of October, 1978.

SUBLETTE CABLE TELEVISION, INC.

Attest:

By _____
Its president

(S e a l)

By _____
Its secretary

188847

RECORDED February 19 19 82 9:00 AM
IN BOOK 39 Misc PAGE 633
FEES $ 5.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CERTIFICATE OF APPROVAL

STATE OF WYOMING)
)SS
COUNTY OF SUBLETTE)

PURSUANT TO SECTION 34-114 WYOMING STATUTES AS AMENDED, THE FOREGOING DESCRIBED PLAT OF PROSPECTOR SQUARE - SECOND FILING WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS, SUBLETTE COUNTY, WYOMING, HELD THIS 19th DAY OF February, 1982 PLAT APPROVAL DOES NOT CONSTITUTE ACCEPTANCE OF THE STREETS AND/OR ROADWAYS AS COUNTY ROADS.

C. F. Alexander
C. F. ALEXANDER, CHAIRMAN

William Robert Tanner
WILLIAM ROBERT TANNER, COMMISSIONER

Floyd E. Bousman
FLOYD E. BOUSMAN, COMMISSIONER

ATTEST: Lois J. Yake
LOIS J. YAKE, COUNTY CLERK
MY TERM EXPIRES: January 3, 1983

PROSPECTOR SQUARE
SECOND FILING

BEING LOTS 2 & 3, BIG COUNTRY RANCHES - THIRD FILING
W1/2 SW1/4 OF SEC. 29, T.33N., R.108W.
SUBLETTE COUNTY, WYOMING

MEMORANDUM OF SALE

TO WHOM IT MAY CONCERN:

Please take notice that ROBERT D. CHILD and FREIDA B. CHILD, husband and wife, of Afton, Lincoln County, Wyoming, as SELLER, and ROBERT C. MAY and MERLE J. MAY, husband and wife, of Box 1281, Glenrock, Wyoming as BUYER, have delivered to the First Wyoming Bank, N.A. Kemmerer at Box 111, Kemmerer, Wyoming 83101 as Escrow Agent of the parties, a Real Estate Sales Agreement dated the 5th day of February, 1982, wherein SELLER has agreed to sell and BUYER has agreed to buy, pursuant to the terms of said Agreement, the following described real property located in Sublette County, Wyoming, to-wit:

NW¼NW¼NE¼ of Section 10, Township 36 North, Range 112 West of the 6th P.M., Sublette County, Wyoming.

and a Warranty Deed conveying the property described above from SELLER to BUYER, which the said Escrow Agent shall hold, pursuant to the written Escrow Instructions, until the terms and conditions of the said Agreement have been fully complied with.

DATED: 2/5/82

188918

Robert D. Child
ROBERT D. CHILD

Freida B. Child
FREIDA B. CHILD

Robert C. May
ROBERT C. MAY

Merle J. May
MERLE J. MAY

RECORDED February 24 1982 8:00 A.M.
IN BOOK 39 Misc PAGE 634
FEES $6.00 Fern Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Dunn

STATE OF WYOMING)
) SS
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by ROBERT D. CHILD and FREIDA B. CHILD, husband and wife, this 1st day of February, 1982. Witness my hand and official seal.

NOTARY PUBLIC

My commission expires:

STATE OF WYOMING)
) SS
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by ROBERT C. MAY and MERLE J. MAY, husband and wife, this 5th day of February, 1982. Witness my hand and official seal.

NOTARY PUBLIC

My commission expires: March 1, 1985

MEMORANDUM OF SALE

TO WHOM IT MAY CONCERN:

Please take notice that ROBERT D. CHILD and FREIDA B. CHILD, husband and wife, of Afton, Lincoln County, Wyoming, as SELLER, and JAMES THEODORE RENNICK, [redacted], of Meadow Lane, M-13770, Rt. 2, Evansville, Wyoming 82636 as BUYER, have delivered to the First Wyoming Bank, N.A. Kemmerer at Box 111, Kemmerer, Wyoming 83101 as Escrow Agent of the parties, a Real Estate Sales Agreement dated the 5th day of February, 1982, wherein SELLER has agreed to sell and BUYER has agreed to buy, pursuant to the terms of said Agreement, the following described real property located in Sublette County, Wyoming, to-wit:

NE¼NW¼NE¼ of Section 10, Township 36 North, Range 112 West of the 6th P.M., Wyoming.

and a Warranty Deed conveying the property described above from SELLER to BUYER, which the said Escrow Agent shall hold, pursuant to the written Escrow Instructions, until the terms and conditions of the said Agreement have been fully complied with.

DATED: February 5, 1982

Robert D. Child
ROBERT D. CHILD

Freida B. Child
FREIDA B. CHILD

James Theodore Kennick
JAMES THEODORE RENNICK

139019

RECORDED February 24 1982 8:00 A.M.
IN BOOK 39 Misc PAGE 636
FEES $6.00 Dora J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

STATE OF WYOMING)
) SS
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by ROBERT D. CHILD and FREIDA B. CHILD, husband and wife, this 27th day of January, 1982. Witness my hand and official seal.

(SEAL)

NOTARY PUBLIC

My commission expires: March 8, 1983

STATE OF Wyoming)
) SS
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by JAMES THEODORE RENNICK this 22nd day of January, 1982. Witness my hand and official seal.

(SEAL)

NOTARY PUBLIC

My commission expires: Dec 1985

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF)
)
MABEL F. ERICKSON,)
)
deceased.)

Probate No. 1089

ORDER APPROVING FINAL REPORT AND ACCOUNTING
AND
DECREE OF DISTRIBUTION

WHEREAS, RUBY F. HAYTER, petitioner herein, the duly qualified and acting personal representative of the estate of MABEL F. ERICKSON, deceased, did file her final report and accounting and petition for distribution with this court on the 12th day of February, 1982, asking the court for its approval of the report and accounting and for its decree of distribution;

The court has examined the files and records herein and finds that notice of hearing upon said final report, accounting and petition for distribution has been waived by all of the heirs, beneficiaries, devisees and legatees who have likewise consented to the approval of said report and accounting and to the closing of the estate and distribution of residue in accordance with the said petition for distribution;

That since the filing of the said final report and accounting the personal representative has expended the additional sum of -- None -- Dollars ($ - 0 - ;

That the personal representataive may yet have recording and transfer fees in the closing of the estate;

188936

RECORDED February 22 1982 11:20 A.M.
IN BOOK 39 Misc PAGE 638
FEES $12.50 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Ellen

FILED
BY Ellen L. Neely
FEB 22 1982
ELLEN L. NEELY
CLERK OF DIST. COURT
PINEDALE, WYO.

That the residue of property on hand now and available for distribution in accordance with the will is as follows:

Personal property -

Balance of cash on hand - $ 943.79

Two house trailers situate on Lot 6, Block 11, C. P. MacGlashan First Addition, Town of Big Piney, Wyoming

Three house trailers situate on Lots 11 and 12, Block 12, C. P. MacGlashan First Addition, Town of Big Piney, Wyoming

Real estate -

Sublette County, Wyoming -

Lots 6, 7, 17, 18, 19 and 20, Block 11, C. P. MacGlashan First Addition, Town of Big Piney, Wyoming

Lots 11 and 12, Block 12, C. P. MacGlashan First Addition, Town of Big Piney, Wyoming

Lots 1 and 2, Block 20, C. P. MacGlashan First Addition, Town of Big Piney, Wyoming

Lincoln County, Wyoming -

Lots 11, 13 and 14, Block 8, Fairview Addition, Town of Kemmerer, Wyoming

That no objections to the final report, accounting and petition for distribution have been made to the court or filed herein and none have been called to the attention of the court and no such objections do exist;

The court finds that said report and accounting does represent truly the administration and condition of the estate and does show that the petitioner has in fact administered fully the decedent's estate in a prudent manner and as required by law;

Further that MABEL F. ERICKSON died testate and a resident of the County of Sublette and State of Wyoming on the 25th day of August, 1981, and that the last will and testament of MABEL F. ERICKSON, deceased, was admitted to probate herein on the 14th day of September, 1981, and Ruby F. Hayter appointed as personal repre-

sentative of the decedent's estate and letters testamentary issued unto the said Ruby F. Hayter out of this court on the 18th day of September, 1981;

That the decedent by her said last will and testament did give, devise and bequeath unto her children, LEWIS A. WILSON, SR., of Big Piney, Wyoming, JAMES W. WILSON of Big Piney, Wyoming, RUBY F. HAYTER of Big Piney, Wyoming, and TENNY MAY JULIAN of Kemmerer, Wyoming, all of her property and estate, real, personal and mixed, and of every nature, kind and description, and wherever situate and however held, to have and to hold the same unto them as their absolute property, equally and in equal share;

That all taxes upon the estate have been fully paid, all claims of creditors upon the estate and filed herein according to law have been fully paid and satisfied and the time for filing claims by creditors has expired; all expense of last illness, burial expense and expense of administration has been satisfied and there are no unpaid or unsatisfied claims or charges or demands of any kind upon the estate and the estate is now fully administered and in condition for final settlement;

NOW, THEREFORE, upon the motion of John S. Mackey as attorney for Ruby F. Hayter, the personal representative and petitioner herein, and no objections thereto being now made or otherwise appearing to the court, THE COURT DOES

ORDER, ADJUDGE AND DECREE:

1-

That the said final report and accounting heretofore filed by Ruby F. Hayter as personal representative of the estate be and the same is hereby approved, settled and allowed;

2-

That the residue of the estate of MABEL F. ERICKSON, deceased, together with any and all other property of the decedent or of the decedent's estate or belonging to the decedent's estate, not presently known but which may be hereafter discovered, be and the same is hereby distributed and set over unto the following named heirs at law of the decedent, and devisees and legatees under the last will and testament of MABEL F. ERICKSON, deceased, to-wit:

Name	Relationship	Address
LEWIS A. WILSON, SR.	son	Big Piney, Wyoming 83113
JAMES W. WILSON	son	Big Piney, Wyoming 83113
RUBY F. HAYTER	daughter	Big Piney, Wyoming 83113
TEENY MAY JULIAN	daughter	310 Central Avenue Kemmerer, Wyoming 83101

3-

The following constitutes the residue of estate in the hands of the personal representative, distribution of which is hereby ordered, to-wit:

Personal property -

Balance of cash on hand - $ 943.79

Two house trailers situate on Lot 6, Block 11, C. P. MacGlashan First Addition, Town of Big Piney, Wyoming

Three house trailers situate on Lots 11 and 12, Block 12, C. P. MacGlashan First Addition, Town of Big Piney, Wyoming

Real estate -

Sublette County, Wyoming -

Lots 6, 7, 17, 18, 19 and 20, Block 11, C. P. MacGlashan First Addition, Town of Big Piney, Wyoming

Lots 11 and 12, Block 12, C. P. MacGlashan First Addition, Town of Big Piney, Wyoming

Lots 1 and 2, Block 20, C. P. MacGlashan First Addition, Town of Big Piney, Wyoming

Lincoln County, Wyoming -

Lots 11, 13 and 14, Block 8, Fairview Addition, Town of Kemmerer, Wyoming

4-

The personal representative is hereby directed to record a certified true copy of this decree in the office of the Sublette County Clerk and in the office of the Lincoln County Clerk immediately and to pay the recording fee thereon from the cash on hand and to account therefor;

5-

Upon full compliance herewith and the same shall be reported by the personal representative, the personal representative shall be immediately discharged from her duties as executrix under the will and personal representative of the estate and released from further liability.

DATED this 18 day of Feb, 1982.

/s/ Robert B. Ranck
ROBERT B. RANCK, District Judge

The State of Wyoming
County of Sublette

I, Ellen Neely, Clerk of the Ninth Judicial District Court within and for said County and in the State aforesaid Do Hereby Certify the Foregoing to be a Full, True and Complete Copy.

Signed: Ellen Neely

642

643

AGREEMENT ON LAND USE

Agreement made this 15th day of October, 1981, between the Town of Marbleton, Wyoming, hereinafter called "Town" and Richard F. Overcast and Leona Beth Overcast, husband and wife, of Jackson, Wyoming, hereinafter called "Developer".

WHEREAS, the Developer is the owner of the following described land (hereinafter referred to as "subject property") located within the municipal limits of the Town of Marbleton:

> Lots 1 through 12, Block 53 of Marbleton Townsite as the same appears of record on the map or plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming.

WHEREAS, the Developer has proposed to construct 27 rental apartment units on the subject property which would have allegedly been in violation with the Town's newly adopted Zoning Ordinance; and

WHEREAS, a difference of opinion arose between the parties hereto concerning whether the Developer had sufficiently commenced construction so as to have legally vested his rights to complete the project without compliance with the Town's Zoning Ordinance; and

WHEREAS, inorder to settle these differences without costly litigation, the parties have agreed to enter into and be mutually bound by the terms of this agreement.

NOW, THEREFORE, the parties hereto in consideration of the mutual promises and agreements hereinafter contained, do hereby covenant and agree as follows:

1. Units. The Developer shall be entitled to construct no more than two (2) buildings on the subject property and each building may contain no more then twelve (12) two bedroom rental apartment units for a total density of the subject property of twenty four (24) residential dwelling units. The two buildings, each being approximately 63 feet by 77 feet, shall be constructed in substantially the same manner as the drawing presented to the Town Council by the Developer at the Special Council Meeting held on August 3 1981.

RECORDED February 25 1982 1:30 PM
IN BOOK 39 Misc PAGE 643
FILED [illegible] COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

183937

2. Use. The units constructed shall be occupied exclusively on a rental basis for single family residential purposes. The buildings shall not be converted to townhouse ownership of condominiumized, nor shall any unit or combination of units be sold, transferred or conveyed individually, unless the property and buildings are first platted and comply with all applicable Town ordinances; however, this paragraph is not intended to restrict in any way the sale of the entire project consisting of both buildings and the grounds to a single purchaser.

3. Town Ordinances. This Agreement is only intended to vary the density of the subject property from that allowed under the Zoning Ordinance and not any other provisions thereof or of any other Town Ordinances. This development must comply with the requirements of all Town Ordinances, including the Zoning Ordinance, except for density.

4. Fees. The Developer shall pay all required building permit and utility hook-up fees. The water tap fee shall be $350.00 per unit and the sewer hook-up fee shall be $150.00 per unit. If the developer constructs all 24 unit, his total financial responsibility to the Town for all utility connection charges shall be a maximum of Twelve Thousand Dollars ($12,000.00). All regular monthly service charges for water and sewer service shall be in addition and the responsibility of the Developer.

5. Improvements. The Developer shall construct the following improvements simultaneously with the construction of either one or both buildings, unless otherwise specifically stated herein:

A. The public roads on both ends of the property (project) shall be improved for the entire width of the property to the municipal limits of the Town.

B. A public alley shall be constructed across the rear of the property which shall connect to the public roads at both ends of the property.

C. The road and alley construction shall be in accordance

with all applicable Town standards.

D. The Developer shall provide covered trash and garbage collection receptacles in a screened location adjacent to and serviceable from the alley.

E. The Developer shall provide suitable on site exterior lighting for the buildings, parking lots and grounds area.

F. There shall be at least 1.81 parking spaces provided for each unit and the parking area shall be of asphalt type construction. This improvement may be delayed for a period not to exceed one year if necessary in order to coordinate the timing of this improvement with the arrival of a paving contractor in the area.

G. The grounds around each of the two buildings shall have sidewalks, be landscaped, sodded and a sprinkling system installed prior to occupancy of each building. All storage areas shall be enclosed.

H. Stringent rules and regulations will be adopted relating to conduct and appearance of the property, which will be strictly enforced by an on site manager.

6. Town. The Town hereby agrees to the construction by the Developer of no more than twenty four (24) residential rental units on the subject property.

7. Term. The Developer shall have three (3) years from the date of this agreement to completely construct the 24 units as approved and to implement the terms and conditions contained herein. Failure of the Developer to construct said 24 units or implement all terms and conditions contained herein within three years shall void this agreement and thereafter, the development and use of the property shall comply fully with the Zoning Ordinance including density. If the 24 units are constructed within the 3 year period, then all terms and conditions contained herein shall continue to be binding on the property and run with the land.

8. Modification. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below but to be effective on the year and date first above written, which date shall be used to calculate the beginning of the time of this Agreement.

TOWN OF MARBLETON, WYOMING

Harry E. Cameron
Mayor

Attest:

Alice Griggs
Town Clerk

TOWN OF MARBLETON WYOMING INCORPORATED Seal 1914

Richard F. Overcast

Leona Beth Overcast
Leona Beth Overcast

The foregoing instrument was acknowledged before me by Harry Cameron, Mayor of the Town of Marbleton and Alice Griggs, Town Clerk, this 18th day of January 1982.

Witness my hand and official seal.

Toni Gilchrist
County of
State of Wyoming
My Commission Expires June 10, 1982

Toni Gilchrist
Notary Public

My Commission Expires:
June 10, 1982

The foregoing instrument was acknowledged before me by Richard F. Overcast and Leona Beth Overcast this 18th day of January 1982.

Witness my hand and official seal.

DEBRA LYNN HARPSTER Notary Public
County of Teton
State of Wyoming
My Commission expires April 30, 1983

Debra Lynn Harpster
Notary Public

My Commission Expires: April 30, 1983

647

RIGHT OF WAY AND EASEMEN

STATE OF

COUNTY OF

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by NORTHWEST PIPELINE CORPORATION, a corporation, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right of way and easement to locate, survey a route, construct, entrench, maintain and operate a pipeline with appurtenances thereto including, but not limited to, valves, metering equipment, and cathodic equipment, and in connection therewith, a road (said pipeline, appurtenances, valves, metering equipment, cathodic equipment and road being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made of hereafter to be made by Grantee, through and over the said land on a right of way 60 feet in width.

This right of way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right of way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right of way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time upon permanent abandonment of said right of way and removal of all improvements constructed thereon, shall execute and record a reconveyance and release hereof, whereupon this right of way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantor reserves the right to the use and enjoyment of said property except as the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities and no road, reservoir, excavation, obstruction or structure shall be constructed, created or maintained on, over, along or within said right of way without Grantee's prior written consent. Grantee shall, during initial construction, bury said pipeline below ordinary plow depth.

Grantee shall pay to Grantor all damages to Grantor's growing crops and timber caused by the construction, maintenance, repair, replacement or removal of the pipeline and appurtenances. It is mutually agreed that should any dispute arise as to such damages, the same, if not mutually agreed upon, shall at the written request of either party be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantor and one by Grantee within 30 days after such request, and if the two so chosen be unable to agree within days after appointment, then they shall, within 30 days after written request by either the Grantor or the Grantee, select a arbitrator, and failing so to do, such third rator shall be appointed on application of either Grantor or Grantee, by the or Federal District Judge of the District where the land lies and the decision of any two of the arbitrators thus appointed shall final and conclusive.

For the same consideration tor grants to the Grantee the right to construct maintain and operate on said right of way, an additional pipeline or pipelines appurtenances thereto, and in the event Grantee exercises this right Grantee shall pay Grantor the sum of $1.00 per lineal for each additional pipeline constructed as damages caused by Grantee to grantor's growing crops and timber; and shall in such case have the same rights with respect to such additional facilities as are hereby granted with respect to the original facilities to be constructed.

Grantor represents and warrants that he is the owner in fee simple of and hereinafter described, subject only to outstanding mortgages, if any, of record in said county, and in the event of default by Grantor Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

It is hereby understood that the parties securing this grant in behalf of Grantee are without authority to make any covenant or agreement not herein expressed.

DESCRIPTION OF PROPERTY SITUATED IN Sublette COUNTY, STATE OF Wyoming

Subdivision	Section	Township	Range	B. & M.
NE¼NE¼	32	27 North	11 West	6th P.M.

188917

RECORDED June 26 1982 8:20 A.M.
IN BOOK 3 Misc. PAGE 647
FEES $6.00 Doris Lake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
Doris Lake

ORDER NO. 5184.4

WITNESS THE EXECUTION HEREOF THE 27 DAY OF May A.D. 19 82

by

Witness(s) Signature(s)

Yose Cattle Company

By:

Project Name: Big Piney G.S. Beloo-East LaBarge #27-32
W/O 16720 Dwg. Topo.
R/W [redacted] Gr [redacted]

REGISTER NO. [redacted]

STATE OF Wyoming

COUNTY OF Lincoln

On this 29th day of July, 1980, before me appeared Walter C Yose to me personally known, who being by me duly sworn, did say that he is the President of Yose Cattle Co., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said Walter C Yose acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: Oct 18, 198

Notary Public in and for Lincoln County, State of Wyoming

Janice Lindsey

609

E A S E M E N T

THAT FOOTHILLS DEVELOPMENT COMPANY, INCORPORATED of Sublette County, State of Wyoming, party of the first part, for and in consideration of the sum of Ten (10.00) Dollars and other valuable considerations, receipt of which is hereby acknowledged, have granted and conveyed, and by these presents does grant and convey unto the County of Sublette, State of Wyoming, party of the second part, its successors and assigns, an EASEMENT for a right-of-way to place, construct, operate, repair, and maintain the Pinedale South County Road No. 23-123 through, across, and upon the following described property of the party of the first part, located in Sublette County, State of Wyoming, to-wit:

A tract of land located in the NE¼NE¼ of Section 9, T33N, R109W of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

BEGINNING at the Northeast Section Corner of said Section 9; thence from said point of beginning S00°25'28"E along the east section line of said Section 9, a distance of 1325.33 feet; thence S89°14'57"W a distance of 24.02 feet; thence N00°26'00.5"W along the west right-of-way, a distance of 1325.64 feet, more or less; thence Easterly along the north section line, a distance 24.23 feet to the point of beginning, said tract contains 0.734 acres, more or less.

188958

RECORDED February 26 1982 3 PM
IN BOOK 37 Misc PAGE 649
FEES $2 Jean L Clarke COUNTY CLERK
SUBLETTE COUNTY CLERK

Said party of the first part, its successors and assigns shall have full use and enjoyment of the said premises except for the uses and purposes hereinbefore granted. The party of the second part shall have full right of ingress and egress to and from said described lands for the purpose of exercising the rights herein granted.

This grant of easement shall at all times be deemed to be, and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives, and assigns of the party of the first part.

IN WITNESS WHEREOF, the party of the first part has caused its seal to be hereunto affixed and these presents to be signed by its duly authorized officers, on the 26th day of Feb., 1982.

FOOTHILLS DEVELOPMENT COMPANY INC. SUBLETTE COUNTY WYOMING

Attest:

Secretary

President

STATE OF WYOMING)
COUNTY OF [illegible]) ss

The foregoing instrument was acknowledged to before me by [illegible], this 26 day of February, 1982.

Witness my hand and official seal.

NOTARY PUBLIC

Notary Public

My Commission Expires: [illegible]

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement for Warranty Deed dated the 26th day of February, 1982, between EDWARD FRANKLIN STEELE, a single man, as Seller, and EDWARD F. STEELE, JR., a single man, as Buyer, the Seller did agree to sell and the Buyer did agree to buy a certain tract of real property, to-wit:

> All of the party of the first part's (Seller's) interest in and to the following described property (being specifically an undivided one-half (1/2) interest): T. 33 N., R. 109 W., of the 6th P.M., Section 6, Lot 2; T. 34 N., R. 109 W., of the 6th P.M., Section 31, $NE\frac{1}{4}SW\frac{1}{4}$, $SE\frac{1}{4}$; Section 32, $SW\frac{1}{4}$; T. 35 N., R. 113 W., of the 6th P.M., Section 21, $W\frac{1}{2}SW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$; Section 22, $N\frac{1}{2}SW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$; together with all improvements and appurtenances thereunto appertaining, all water and water rights, ditches and ditch rights, grazing rights and privileges thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use;
> RESERVING unto party of the first part all minerals and mineral interests, including but not limited to all oil and gas, which underlie or are appurtenant to the aforedescribed property that he owns, specifically being an undivided one-half (1/2) interest.

Buyer's address for tax purposes is Pinedale, Wyoming, 82941.

There are many other covenants in the original Agreement for Warranty Deed of which each party has a copy and which is effective this date.

DATED this 26th day of February, 1982.

SELLER:

Edward F Steele

Edward Franklin Steele

BUYER:

Edward F. Steele, Jr.

Edward F. Steele, Jr.

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Edward Franklin Steele and Edward F. Steele, Jr., this 26th day of February, 1982.

Witness my hand and official seal.

Donna E Sievers

Notary Public

Donna E. Sievers Notary Public
My commission expires: 11/22/82
County of Sublette State of Wyoming
My commission expires April [illegible]

188959

RECORDED February 26 1982 3:00 P M
IN BOOK 39 Misc PAGE 650
FILED at the request of Sandy Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

150

Dorothy M. Stevens

651

Right . of . Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged,

JAMES F. MICKELSON and MAE E. MICKELSON, husband and wife

of the County of Sublette and State of Wyoming

hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

That part of the NW¼SW¼ and SW¼NW¼ of Section 11, SE¼NE¼, NE¼NW¼ and NW¼NE¼ of Section 10, and the SE¼SW¼ of Section 3, T30N, R112W, Sublette County, Wyoming, and part of that tract of record in the Office of the Clerk of Sublette County in Book 13 of Deeds on page 27, lying and being situated within the bounds of the NORTH PINEY COTTONWOOD COUNTY ROAD NO. 23-143 as described on attached Exhibit "A";

And that roadway of record on the plat for Meadow Canyon Estates, sheets 1 and 2, of record in the Office of the Clerk of Sublette County in Book 37 of Miscellaneous on page 29 under date of 3 June 1980 for sheet 2 and in Book 34 of Miscellaneous on page 491 under date of 18 September 1978 for sheet 1, and designated as "County Road No. 23-143", being part of the SW¼NW¼, NW¼SW¼, NE¼SW¼, NW¼SE¼, and NE¼SE¼ of Section 11, T30N, R112W.

188961

RECORDED Feb 27 1982 AT 9:00 AM
IN BOOK 39 Misc PAGE 491
RESAC Jack D Yake COUNTY
SUBLETTE COUNTY CLERK

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands by any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches and laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 27 day of Feb 1982

James F. Mickelson
James F. Mickelson

Mae E. Mickelson
Mae E. Mickelson

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by James & Mae Mickelson this 27th day of February 1982.

Witness my hand and official seal.

STATE OF WYO
COUNTY
SUBLETTE COUNTY CLERK

My term expires: Jan 3, 1983

Sublette County Clerk

NORTH PINEY COTTONWOOD COUNTY ROAD NO. 23-143
Exhibit "A"

To-wit:--

A strip of land _____ feet in width being part of the $NW\frac{1}{4}SW\frac{1}{4}$ and $SW\frac{1}{4}NW\frac{1}{4}$ of Section 11, $E\frac{1}{2}NE\frac{1}{4}$ and $NW\frac{1}{4}NE\frac{1}{4}$ of Section 10, $SW\frac{1}{4}SE\frac{1}{4}$ and $SW\frac{1}{4}$ of Section 3, $NE\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, Lot 2 ($NW\frac{1}{4}NE\frac{1}{4}$), and Lot 3 ($NE\frac{1}{4}NW\frac{1}{4}$) of Section 4, T30N, R112W; and the $S\frac{1}{2}SW\frac{1}{4}$ and $NW\frac{1}{4}SW\frac{1}{4}$ of Section 33, $N\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, and $NW\frac{1}{4}NW\frac{1}{4}$ of Section 32, $SE\frac{1}{4}NE\frac{1}{4}$ and $N\frac{1}{2}NE\frac{1}{4}$ of Section 31, $W\frac{1}{2}SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, and $E\frac{1}{2}NW\frac{1}{4}$ of Section 30, $E\frac{1}{2}W\frac{1}{2}$ and Lots 1, 2, 3, and 4 of Section 19, Lot 4 of Section 18, T31N, R112W; $S\frac{1}{2}SE\frac{1}{4}$,$NW\frac{1}{4}SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$ and $SW\frac{1}{4}NW\frac{1}{4}$ of Section 13, $SE\frac{1}{4}NE\frac{1}{4}$ and $N\frac{1}{2}NE\frac{1}{4}$ of Section 14, $SE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}NW\frac{1}{4}$ of Section 11, $NE\frac{1}{4}NE\frac{1}{4}$ of Section 10, $S\frac{1}{2}S\frac{1}{2}$ and $NW\frac{1}{4}SW\frac{1}{4}$ of Section 3, $SE\frac{1}{4}SE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$ and $SW\frac{1}{4}NW\frac{1}{4}$ of Section 4, $NE\frac{1}{4}SE\frac{1}{4}$ and $E\frac{1}{2}NE\frac{1}{4}$ of Section 5, T31N, R113W; $S\frac{1}{2}SE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$ and $W\frac{1}{2}NW\frac{1}{4}$ of Section 32, $W\frac{1}{2}W\frac{1}{2}$, $NE\frac{1}{4}SW\frac{1}{4}$ and $E\frac{1}{2}NW\frac{1}{4}$ of Section 29, $SW\frac{1}{4}SW\frac{1}{4}$ of Section 20, $S\frac{1}{2}SE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, and $W\frac{1}{2}NE\frac{1}{4}$ of Section 19, $S\frac{1}{2}SE\frac{1}{4}$ and $NE\frac{1}{4}SE\frac{1}{4}$ of Section 18, $W\frac{1}{2}SW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$ and $NE\frac{1}{4}NE\frac{1}{4}$ of Section 17, $NW\frac{1}{4}NW\frac{1}{4}$ of Section 16, $S\frac{1}{2}SW\frac{1}{4}$ and $S\frac{1}{2}SE\frac{1}{4}$ of Section 9, $SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$ and $SE\frac{1}{4}NE\frac{1}{4}$ of Section 10, $NW\frac{1}{4}SW\frac{1}{4}$, Lot 4, Lot 7, Lot 8, Lot 6 and Lot 9 of Section 11, T32N, R113W,

Sublette County, Wyoming with the center-line described as follows:

BEGINNING at P.I. 1 identical with Station 14+50 of a Wyoming Highway Department previous survey within the right-of-way of the North Piney Cottonwood County Road No. 23-143, S49°-57'E, 1245.10 feet from the west one-quarter corner of said Section 11,
thence N44°-57'W, 5504.30 feet to P.I. 2;
thence N46°-49'W, 3359.98 feet to P.I. 3;
thence N50°-50'W, 4462.97 feet to P.I. 4 on the north line of said Section 4, 130N, R112W, N89°-18'W, 705.17 feet from the north one-quarter corner of said Section 4;
thence N49°-34'W, 3515.33 feet to P.I. 5;
thence N78°-10'W, 875.27 feet to P.I. 6;
thence N61°-50'W, 2569.28 feet to P.I. 7, N76°-09'W, 4077.36 feet from the east one-quarter corner of said Section 32, T31N, R112W;
thence N68°-44'W, 3287.18 feet to P.I. 8;
thence N55°-25'W, 536.16 feet to P.I. 9;
thence N13°-15'W, 1148.84 feet to P.I. 10;
thence N12°-42'W, 3925.21 feet to P.I. 11, S44°-33'W, 4627.26 feet from the east one-quarter corner of said Section 19, T31N, R112W;
thence N17°-39'W, 1887.51 feet to P.I. 12;
thence N08°-49'W, 1075.50 feet to P.I. 13;
thence N02°-04'E, 1699.13 feet to P.I. 14;
thence N01°-00'W, 1017.99 feet to P.I. 15;
thence N30°-11'W, 685.53 feet to P.I. 16, N74°-22'E, 434.23 feet from the southwest corner of said Section 18, T31N, R112W;
thence N57°-02'W, 520.67 feet to P.I. 17;
thence N73°-18'W, 346.26 feet to P.I. 18;
thence N80°-26'W, 1582.72 feet to P.I. 19;
thence N49°-47'W, 344.50 feet to P.I. 20;
thence N58°-34'W, 1044.36 feet to P.I. 21;
thence N46°-49'W, 839.43 feet to P.I. 22;
thence N48°-01'W, 1945.24 feet to P.I. 23;
thence N56°-[illegible]0'W, 580.46 feet to P.I. 24;

Paul N. Scherbel
SURVEYOR SCHERBEL, LTD
Registered Land Surveyor No. 164
Big Piney, Wyoming 83113

"Modification in any way of the foregoing description terminates liability of the surveyor"

thence N65°-00'W, 509.96 feet to P.I. 25;
thence N70°-00'W, 559.48 feet to P.I. 26;
thence N00°-57'E, 2717.55 feet to P.I. 27, N68°-04'E, 4279.07 feet from the southwest corner of said Section 11;
thence N22°-56'W, 430.81 feet to P.I. 28;
thence N57°-26'W, 216.34 feet to P.I. 29;
thence N42°-38'W, 694.26 feet to P.I. 30;
thence N50°-02'W, 1247.40 feet to P.I. 31;
thence N25°-26'E, 89.44 feet to P.I. 32;
thence S84°-48'E, 181.11 feet to P.I. 33;
thence S72°-11'E, 1416.75 feet to P.I. 34;
thence N81°-45'E, 161.25 feet to P.I. 35;
thence N10°-36'W, 121.65 feet to P.I. 36;
thence N50°-40'W, 893.76 feet to P.I. 37;
thence N67°-28'W, 3188.21 feet to P.I. 38;
thence N71°-09'W, 1170.47 feet to P.I. 39;
thence N75°-49'W, 3483.68 feet to P.I. 40;
thence N80°-59'W, 1930.18 feet to P.I. 41;
thence N83°-28'W, 3148.14 feet to P.I. 42;
thence N81°-40'W, 729.93 feet to P.I. 43;
thence N53°-34'W, 656.05 feet to P.I. 44;
thence N28°-41'W, 2075.38 feet to P.I. 45;
thence N08°-44'E, 466.91 feet to P.I. 46;
thence N21°-21'W, 404.96 feet to P.I. 47;
thence N50°-04'W, 340.60 feet to P.I. 48;
thence N39°-25'W, 484.14 feet to P.I. 49;
thence N54°-04'W, 1228.01 feet to P.I. 50;
thence N44°-05'W, 523.44 feet to P.I. 51;
thence N75°-42'W, 601.67 feet to P.I. 52;
thence N51°-10'W, 1562.04 feet to P.I. 53;
thence N01°-30'E, 4785.07 feet to P.I. 54;
thence N26°-46'E, 384.70 feet to P.I. 55;
thence N39°-56'E, 340.59 feet to P.I. 56;
thence N15°-24'E, 417.62 feet to P.I. 57;
thence N10°-17'W, 1907.03 feet to P.I. 58;
thence N59°-12'W, 987.93 feet to P.I. 59;
thence S88°-52'W, 279.99 feet to P.I. 60;
thence N78°-56'W, 757.11 feet to P.I. 61;
thence N61°-13'W, 1701.76 feet to P.I. 62;
thence N39°-17'W, 256.12 feet to P.I. 63;
thence N04°-14'E, 4002.10 feet to P.I. 64, N[illegible]-56'W, 1913.50 feet from the southeast corner of said Section 18, T32N, R113W;
thence N38°-59'E, 195.82 feet to P.I. 65;
thence N73°-02'E, 1173.07 feet to P.I. 66;
thence N38°-17'E, 914.52 feet to P.I. 67;
thence N39°-17'E, 297.38 feet to P.I. 68;
thence N50°-09'E, 1445.40 feet to P.I. 69;
thence N56°-50'E, 1078.31 feet to P.I. 70;
thence N82°-17'E, 1032.57 feet to P.I. 71;
thence N79°-27'E, 265.40 feet to P.I. 72;
thence N51°-41'E, 2243.80 feet to P.I. 73;
thence N60°-22'E, 692.10 feet to P.I. 74;
thence N0[illegible]-13'E, 1349.38 feet to P.I. 75;
thence N89[illegible]-13'E, 1252.74 feet to P.I. 76;
thence N87[illegible]-15'E, 532.30 feet to P.I. 77;
thence N69[illegible]-17'E, 4127.33 feet to P.I. 78;
thence N7[illegible]-17'E, 747.60 feet to P.I. 79;
thence N[illegible]-17'E, 5137.63 feet to P.I. 80;
thence S8[illegible]-17'E, 650.00 feet to P.I. 81 within the right-of-way of the Cottonwo[illegible]ygrass County Road No. 23-117 S51°-30'E, 1580.83 feet from the [illegible]thwest corner of Section 31, T[illegible]N, R112W Sublette County, Wyoming

a[illegible] in accordance with the plats prepared fo[illegible]he NORTH PINEY COTTONWOOD C[illegible]TY ROAD NO. 23-143 dated 5 October 1981, [illegible]epared [illegible]om a survey made by [illegible]e Bure[illegible]f Land Management in Pinedale, Wyoming a[illegible] from a survey made [illegible] Paul [illegible]cherbel, Registered Land Surveyor No. 16[illegible] through Sections 17, [illegible], 9 a[illegible], T32N, R113W and from records of the Wyoming Highway Department shown [illegible] Sheet 1 of said County Road.

Paul N. Scherbel
SURVEYOR SCHERBEL, LTD
Registered Land Surveyor No. 164
Big Piney, Wyoming 83113

[illegible]

22 January [illegible]

[illegible]ation in any way [illegible]going description [illegible]s liability of th[illegible]"

Right-of-Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged, SAMUEL P. NEWMAN and MARY H. NEWMAN, husband and wife

of the County of Sublette and State of Wyoming

hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

A tract of land located in the NW¼NW¼ of Section 25, T32N, R108W of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

BEGINNING at the northwest section corner of said Section 25; thence from said point of beginning easterly along the north section line, a distance of 31.99 feet to a witness corner marker; thence southerly along fence line, a distance of approximately 18 feet; thence westerly along fence line, a distance of approximately 31.99 feet; thence northerly along the west section line of said Section 25, a distance of 18 feet to the point of beginning; said tract contains approximately 576 square feet.

GRABLE LANE COUNTY ROAD NO. 23-124

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches annd laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 24 day of February, 1982.

Samuel P. Newman

Mary H. Newman

STATE OF WYOMING)
)§
COUNTY OF SUBLETTE)

RECORDED March 1 1982 10:22 A.M.
IN BOOK 39 Misc. PAGE 654
FEES $4.00 Lucy J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

The foregoing instrument was acknowledged before me by Samuel P. & Mary H. Newman

this 24th day of Feb., 1982.

Witness my hand and official seal.

Lucy J. Yake
Sublette County Clerk

My term expires: Jan 3, 1983

654

655

E A S E M E N T

THAT BUDD RANCHES, INC. of Sublette County, State of Wyoming, party of the first part, for and in consideration of the sum of Ten (10.00) Dollars and other valuable considerations, receipt of which is hereby acknowledged, have granted and conveyed, and by these presents does grant and convey unto the County of Sublette, State of Wyoming, party of the second part, its successors and assigns, an EASEMENT for a right-of-way to place, construct, operate, repair, and maintain the GUIO BUDD COUNTY ROAD NO. 23-153 through, across, and upon the following described property of the party of the first part, located in Sublette County, State of Wyoming, to-wit:--

That part of the N½SE¼ and SW¼SE¼ of Section 26, T31N, R113W, Sublette County, Wyoming being part of that tract of record in the Office of the Clerk of Sublette County in Book 5 of Deeds on page 559 lying and being situate within the bounds of the GUIO BUDD COUNTY ROAD NO. 23-153 described as follows:

See Exhibit "A"

188963

RECORDED March 1 1982 10:20 AM
IN BOOK 39 Misc PAGE 655
FEE $11.00 Jack Gilpin COUNTY CLERK
SUBLETTE COUNTY CLERK

Said party of the first part, its successors and assigns shall have full use and enjoyment of the said premises except for the uses and purposes hereinbefore granted. The party of the second part shall have full right of ingress and egress to and from said described lands for the purpose of exercising the rights herein granted.

This grant of easement shall at all times be deemed to be, and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives, and assigns of the party of the first part.

IN WITNESS WHEREOF, the party of the first part has caused its seal to be hereunto affixed and these presents to be signed by its duly authorized officers, on the 28th day of January, 1981.

Attest:

Ruth F. Budd
Secretary

(illegible)
President

STATE OF WYOMING)
COUNTY OF Sublette) ss

The foregoing instrument was acknowledged to before me by Budd Ranches Inc. Gary Espenschied President and Ruth Fifield Secretary, this 28th day of January, 1982.

Witness my hand and official seal.

BUDD RANCHES, INC. CORPORATE SEAL WYOMING

My Commission Expires: Jan 3, 1983

Notary Public

Sublette County Clerk

THE STATE OF WYOMING

[redacted] [redacted] [redacted]

GUIO BUDD COUNTY ROAD NO. 23-153

Exhibit "A"

To-wit:--

A strip of land eighty (80) feet in width being part of the $NW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$ and Lot 1 ($NW\frac{1}{4}NW\frac{1}{4}$) of Section 31; and Lot 4 of Section 30, T31N, R112W, $N\frac{1}{2}NE\frac{1}{4}$ and $NE\frac{1}{4}NW\frac{1}{4}$ of Section 36, the $S\frac{1}{2}SE\frac{1}{4}$ and $S\frac{1}{2}SW\frac{1}{4}$ of Section 25, and the $SE\frac{1}{4}$ of Section 26, T31N, R113W, Sublette County, Wyoming with the center-line described as follows:

BEGINNING at Station 0+00 within the right-of-way of the North Piney Cottonwood County Road No. 23-143, S67°-17.5'W, 1846.10 feet from the northeast corner of said Section 31;
thence S54°-03.5'W, 589.23 feet to P.C. 5+89.23;
thence Southwesterly, 156.04 feet along a circular curve to the right through a central angle of 31°-08.0' and radius of 287.17 feet to Station P.T. 7+45.27;
thence S85°-11.5'W, 12.69 feet to Station P.C. 7+57.96;
thence Westerly, 156.76 feet along a circular curve to the right through a central angle of 28°-10.0' and radius of 318.88 feet to Station P.T. 9+14.72;
thence N66°-38.5'W, 314.35 feet to Station P.C. 12+29.07;
thence Northwesterly, 202.44 feet along a circular curve to the right through a central angle of 20°-07.0' and radius of 576.57 feet to Station P.T. 14+31.51;
thence N46°-31.5'W, 153.69 feet to Station P.C. 15+85.20;
thence Northwesterly, 406.42 feet along a circular curve to the left through a central angle of 05°-38.0' and radius of 4133.68 feet to Station P.T. 19+91.62;
thence N52°-09.5'W, 224.27 feet to Station P.C. 22+15.89;
thence Northwesterly, 263.96 feet along a circular curve to the right through a central angle of 10°-23.0' and radius of 1456.55 feet to Station P.T. 24+79.85;
thence N41°-46.5'W, 64.56 feet to Station P.C. 25+44.41;
thence Northwesterly, 225.99 feet along a circular curve to the left through a central angle of 14°-06.5' and radius of 917.76 feet to Station P.T. 27+70.40;
thence N55°-53'W, 168.50 feet to Station P.C. 29+38.90 on the north line of said Section 31, S86°-40'E, 599.64 feet from the northwest corner of said Section 31;

thence Westerly, 160.18 feet along a circular curve to the left through a central angle of 35°-22.0' and radius of 259.51 feet to Station P.T. 30+99.08;
thence S88°-45'W, 447.82 feet to Station 35+46.90 identical with the northwest corner of said Section 31;
thence S88°-45'W, the base bearing for this survey, 2591.22 feet along the north line of said Section 36 to Station P.C. 61+38.12 on said north line, N88°-45'E, 51.09 feet from the north one-quarter corner of said Section 36;
thence Westerly, 175.21 feet along a circular curve to the right through a central angle of 25°-37.0' and radius of 391.88 feet to Station P.T. 63+13.33;
thence N65°-38'W, 34.67 feet to Station P.C. 63+48.00;
thence Northwesterly, 279.72 feet along a circular curve to the left through a central angle of 06°-14.0' and radius of 2571.17 feet to Station P.T. 66+27.72;
thence N71°-52'W, 864.35 feet to Station 74+92.07;
thence N69°-10'W, 1326.02 feet to Station P.C. 88+18.09;
thence Northwesterly, 126.27 feet along a circular curve to the right through a central angle of 07°-39.0' and radius of 946.07 feet to Station 89+44.36;
thence continuing Northwesterly, 84.45 feet along said curve to the right through a central angle of 05°-06.5' and radius of 946.07 feet to Station 90+28.81 on the west line of said Section 25, N00°-01'W, 927.77 feet from the southwest corner of said Section 25;
thence continuing Northwesterly, 34.48 feet along said curve to the right through a central angle of 02°-05.5' and radius of 946.07 feet to Station P.T. 90+63.29;
thence N54°-19'W, 203.78 feet to Station P.C. 92+67.07;
thence Westerly, 232.81 feet along a circular curve to the left through a central angle of 28°-45.5' and radius of 463.83 feet to Station P.T. 94+99.88;
thence N83°-04.5'W, 314.84 feet to Station 98+14.72;
thence N82°-22.5'W, 387.16 feet to Station P.C. 102+01.88;
thence Westerly, 259.43 feet along a circular curve to the left through a central angle of12°-18.5' and radius of 1207.65 feet to Station P.T. 104+61.31;
thence S85°-19'W, 489.78 feet to Station 109+51.09, N57°-09.5'W, 2223.35 feet from the southeast corner of said Section 26;

all in accordance with the map prepared and filed in the Office of the Clerk of Sublette County for GUIO BUDD COUNTY ROAD NO. 23-153 dated 18 June 1981.

Paul N. Scherbel
Surveyor Scherbel, Ltd.
Registered Land Surveyor No. 164
Big Piney, Wyoming 83113

30 June 1981

"Modification in any way of the foregoing description terminates liability of the surveyor

Right-of-Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged, ROBERT E. CLARK, Jr. and AUNE R. CLARK, husband and wife of the County of Sublette and State of Wyoming hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

PINEDALE SOUTH COUNTY ROAD NO. 23-123
A tract of land located in the W½SW¼ of Section 3, T33N, R109W of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

BEGINNING at the S1/16 corner common to Sections 3 and 4; thence from point of beginning N00°08'08.6"E along the west section line of said Section 3, a distance of 273.82 feet; thence S66°51'48.4"E, a distance of 37.85 feet; thence S01°53'58"W along the east right-of-way, a distance of 171.39 feet to a point of curve to the right, said curve having a central angle of 12°30'37.6", a radius of 972.68 feet and a tangent of 106.62 feet; thence along the arc and right-of-way, a distance of 212.38 feet; thence N00°08'08.6"E along said west section line, a distance of 122.16 feet to the point of beginning; said tract contains 0.223 acres, more or less.

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches annd laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 2nd day of March, 19 82.

Robert E Clark Jr
Robert E. Clark, Jr.

Aune R Clark
Aune R. Clark

STATE OF WYOMING)
)§
COUNTY OF SUBLETTE)

RECORDED March 2 1982 3:00 P.M.
IN BOOK 39 Misc PAGE 658
FEES None Lois Pyke COUNTY CLERK
SUBLETTE COUNTY CLERK

The foregoing instrument was acknowledged before me by Robert E Clark Jr and Aune R Clark this 2nd day of March, 19 82.

Witness my hand and official seal.

My term expires: Jan 3 1983

Lois Pyke
Sublette County Clerk

635

659

AGREEMENT FOR WARRANTY DEED—FORM NO. 14 THE MILLS COMPANY, SHERIDAN

THIS AGREEMENT, Made and entered into this 22nd day of January 19 82, by and between DAN L. OSWALD and LYNDA I. OSWALD, husband and wife,

of Cerritos, Orange County, State of California, of the first part, and TERRY ROBBINS, a single man, BARNEY SNYDER, a single man, and HAROLD MERRITT, a married man,

of Pinedale, Sublette County, State of Wyoming, of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of ($ 4,000.00) Four thousand and No/100 ---------- DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to prorate of the taxes of A. D. 1982 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lot Two (2), Block Two (2), Molyneux Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appears on the official plat thereof in the office of the County Clerk, Sublette County, Wyoming; together with all improvements and appurtenances thereunto appertaining.

SOLD FOR Thirty-one thousand and No/100 --------DOLLARS ($ 31,000.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said parties of the first part, their heirs, executors, administrators, and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

$3,000.00 balance of down payment due January 1, 1982; balance of $24,000.00 to be financed by parties of the first part for ten (10) years at 13% interest per annum, payable in one hundred twenty (120) equal monthly payments of $358.35 which include interest at the rate of 13% per annum; first of said payments being due January 10, 1982 and the remaining payments due on the 10th day of each and every month thereafter until the entire balance has been paid.

Payable at the office of Big State Bank of Piney with interest at the rate of 13 per cent per annum from date. Interest ~~payable~~ included if principal or interest is not paid when due, the same to draw 13 per cent interest per annum from maturity until paid.

190027

RECORDED MAR 4th 1982 2:15 P M
IN BOOK 34 Misc PAGE 659
FEES 6.50 Laura York COUNTY CLERK
SUBLETTE COUNTY CLERK by Dorothy Mesker

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said parties of the first part, their heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such terminiation of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than $24,000.00 Dollars, in favor of and payable to parties of the first part, as their interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of

Dan L. Oswald

Lynda I. Oswald

Terry Robbins

Barney Snyder

Harold Merritt

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Terry Robbins, Barney Snyder and Harold Merritt,

this 28th day of January, 19 82.

Witness my hand and official seal.

NOTARY PUBLIC

Norma H. Mattemore
Signature
Notary Public
Title of Officer

My Commission Expires: July 31, 1983

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by Dan L. Oswald and Lynda I. Oswald, husband and wife, this 22 day of January, 1982.

Witness my hand and official seal.

OFFICIAL SEAL
CORRINE S. MARTIN
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires Aug. 23, 1985

My Commission Expires:

Signature

Title of Officer

ASSIGNMENT

19

For VALUE RECEIVED, hereby assign unto

all right, title and interest in and to the within contract, and I authorize the party of the first part therein to execute a deed to said or to heirs or assigns, when the terms and conditions of this contract are fully complied with.

WITNESS

Party of the Second Part.

Consent is hereby given for the above assignment.

Party of the First Part.

DATE		TOTAL PAYMENT		INTEREST		PRINCIPAL		BALANCE		BY

TERMINATION OF RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS

That in consideration of the execution and delivery of a new Right-of-Way Easement by and between WILLIAM J. HITTLE and VERA HITTLE, husband and wife, of the County of Sublette and State of Wyoming, and the COUNTY OF SUBLETTE, State of Wyoming, SUBLETTE COUNTY does hereby terminate and quitclaim to WILLIAM J. HITTLE and VERA HITTLE, husband and wife, that certain Right-of-Way Easement dated November 4, 1940 and recorded November 24, 1970, in Book 27 of Miscellaneous, at page 217

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 2nd day of March A.D. 1982.

BOARD OF COUNTY COMMISSIONERS
OF SUBLETTE COUNTY

By C. F. Alexander
Chairman

THE STATE OF WYOMING
COUNTY
CLERK
ATTEST:
SUBLETTE COUNTY

Lois J. Yake
County Clerk

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by C. F. "Bill" Alexander as Chairman of the Board of County Commissioners of Sublette County, and Lois J. Yake, County Clerk this 2nd day of March, 1982.

Witness my hand and official seal.

Clerk of District Court

THE STATE OF WYOMING
My Term
Expires: 1-3-83
SEAL

190034

RECORDED March 5 1982 10:00 AM
IN BOOK 39 Misc. PAGE 661
FEE $ 11.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY PEDAR WYOMING

Right - of - Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged, _____

TOWN OF PINEDALE

of the County of Sublette and State of Wyoming

hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

PINEDALE SOUTH COUNTY ROAD NO. 23-123
A tract of land located in the NW¼NW¼ of Section 10 and the SW¼SW¼ of Section 3, T33N, R109W of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

BEGINNING at the section corner common to Sections 3, 4, 9 and 10; thence from said point of beginning N00°08'08.6"E along the west section line of said Section 3, a distance of 329.71 feet to a point on a curve to the right, the tangent at said point bears S31°09'49.9"E, said curve having a central angle of 30°43'49.4", a radius of 231.46 feet and a tangent of 63.60 feet; thence southerly along the arc and east right-of-way, a distance of 124.14 feet; thence S00°26'00.5"E along said east right-of-way, a distance of 851.00 feet; thence S88°47'32"W, a distance of 35.88 feet; thence N00°25'28"W along the west section line of said Section 10, a distance of 640.06 feet to the point of beginning, said tract contains 0.756 acres, more or less.

The Grantor does hereby reserve all existing utility easements, with the right to control all road grades pertaining to those easements, as set within the above stated boundaries.

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches annd laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 5th day of March, 19 82.

Robert D. Sweedler
Mayor

Cindy S. Allen
Town Clerk

Attest:

STATE OF WYOMING)
)§
COUNTY OF SUBLETTE)

Robert D. Sweedler, Mayor and
Cindy S. Allen, Town Clerk

The foregoing instrument was acknowledged before me by _____

this 5th day of March, 19 82.

Witness my hand and official seal.

Sublette County Clerk

190035

My term expires: January 3, 1983

Recorded March 5 1982 at 11:39 AM
Book 62 Misc. Records
Fee $ 5.00
SUBLETTE COUNTY CLERK

669

663

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00) receipt whereof is hereby acknowledged, Floyd Bousman and Margaret Bousman, husband and wife

of the City of Boulder and County of Sublette and State of Wyoming, hereinafter called "Grantor", hereby grant unto THE COUNTY OF SUBLETTE AND STATE OF WYOMING, hereinafter called the "Grantee", the right and privilege to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

A strip of land not exceeding in width 40 feet on either side of the center-line of the presently existing road upon and over the following described lands, to-wit:

T32N R108W
Section 13 - W½NW¼

Grantor does hereby waive and release all rights under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the above lands are affected by this grant.

IN WITNESS WHEREOF, (~~X~~ we) have set (~~X~~ our) hand(s) hereto this 16th day of May, 19 72.

Floyd Bousman

Margaret Bousman

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 16th day of May, 19 72.

Witness my hand and official seal.

Notary Public

My commission expires: 6-75

Clerk County Clerk
By Lucile Yoke Deputy

190036

RECORDED March 5 1982 10:00 A M
IN BOOK 37 Misc PAGE 663
FEE $ Victoria Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy [illegible]

Right - of - Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged,

CLARENCE W. DAVIS, JR. and WILMA DAVIS

of the County of Sublette and State of Wyoming

hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

That part of the E½SW¼ and SE¼NW¼ of Section 30, T31N, R112W, Sublette County, Wyoming, and part of that tract of record in the Office of the Clerk of Sublette County in Book 17 of Deeds on page 388 lying and being situate within the bounds of the NORTH PINEY COTTONWOOD COUNTY ROAD No. 23-143 as described on attached Exhibit "A".

We are signing this easement with the stipulation that should we decide in the future to fence the ground the road is going through the county will provide, install and maintain the cattle guards, also any culverts needed.

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches annd laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 3 day of March, 19 82.

Clarence W. Davis, Jr.

Clarence W. Davis, Jr.

Wilma Davis

STATE OF WYOMING)
)§
COUNTY OF SUBLETTE)

Clarence W. Davis, Jr.
and Wilma Davis

The foregoing instrument was acknowledged before me by

this 3rd day of March, 1982.

Witness my hand and official seal.

190037

Sublette County Clerk

My term expires: January 3, 1983

RECORDED March 5 1982 10:57 A.M.
IN BOOK 39 Misc PAGE 664
FEE $ Carol Yake COUNTY CLERK
664

Dorothy Wilkins

NORTH PINEY COTTONWOOD COUNTY ROAD NO. 23-143
Exhibit "A"

To-wit:--

A strip of land _____ feet in width being part of the NW¼SW¼ and SW¼NW¼ of Section 11, E½NE¼ and NW¼NE¼ of Section 10, SW¼SE¼ and SW¼ of Section 3, NE¼SE¼, S½NE¼, Lot 2 (NW¼NE¼), and Lot 3 (NE¼NW¼) of Section 4, T30N, R112W; and the S½SW¼ and NW¼SW¼ of Section 33, N½SE¼, SW¼NE¼, S½NW¼, and NW¼NW¼ of Section 32, SE¼NE¼ and N½NE¼ of Section 31, W½SE¼, E½SW¼, and E½NW¼ of Section 30, E½W½ and Lots 1, 2, 3, and 4 of Section 19, Lot 4 of Section 18, T31N, R112W; S½SE¼, NW¼SE¼, E½SW¼, NW¼SW¼ and SW¼NW¼ of Section 13, SE¼NE¼ and N½NE¼ of Section 14, SE¼, S½NE¼, NW¼NE¼, E½NW¼, NW¼NW¼ of Section 11, NE¼NE¼ of Section 10, S½ and NW¼SW¼ of Section 3, SE¼SE¼, N½SE¼, N½SW¼ and SW¼NW¼ of Section 4, NE¼SE¼ and E½NE¼ of Section 5, T31N, R113W; E½SE¼, NW¼SE¼, N½SW¼ and W½NW¼ of Section 32, W½W½, NE¼SW¼ and E½NW¼ of Section 29, SW¼SW¼ of Section 20, E½SE¼, NW¼SE¼, and W½NE¼ of Section 19, S½SE¼ and NE¼SE¼ of Section 18, W½SW¼, NE¼SW¼, S½NW¼, S½NE¼ and NE¼NE¼ of Section 17, NW¼NW¼ of Section 16, S½SW¼ and S½SE¼ of Section 9, SW¼, W½SE¼ and SE¼NE¼ of Section 10, NW¼SW¼, Lot 4, Lot 7, Lot 8, Lot 6 and Lot 9 of Section 11, T32N, R113W, Sublette County, Wyoming with the center-line described as follows:

BEGINNING at P.I. 1 identical with Station 14+5[illegible] of a Wyoming Highway Department previous survey within the right-of-way of the North Piney Cottonwood County Road No. 23-143, S49°-57'E, 1245.10 feet from the west one-quarter corner of said Section 11,
thence N44°-5[illegible], 5504.30 feet to P.I. 2;
thence N46°-4[illegible], 3359.98 feet to P.I. 3;
thence N50°-5[illegible], 4462.97 feet to P.I. 4 on the north line of said Section 4, T30N, R11[illegible], N89°-18'W, 705.17 feet from the north one-quarter corner of said Section 4;
thence N49°-34'W, 3515.33 feet to P.I. 5;
thence N78°-10'W, 875.27 feet to P.I. 6;
thence N61°-50'W, 2569.28 feet to P.I. 7, N76°-09'W, 4077.36 feet from the east one-quarter corner of said Section 32, T31N, R112W;
thence N68°-44'W, 3287.18 feet to P.I. 8;
thence N55°-25'W, 536.16 feet to P.I. 9;
thence N13°-15'W, 1148.84 feet to P.I. 10;
thence N12°-42'W, 3925.21 feet to P.I. 11, S44°-33'W, 462[illegible].26 feet from the east one-quarter corner of said Section 19, T31N, R112W,
thence N17°-39'W, 1887.51 feet to P.I. 12;
thence N08°-49'W, 1075.50 feet to P.I. 13;
thence N02°-04'E, 1699.1[illegible] feet to P.I. 14;
thence N01°-00'W, 1017.99 [illegible]et to P.I. 15;
thence N30°-11'W, 685.53 f[illegible]t to P.I. 16, N74°-[illegible]2'E, 434.[illegible]3 feet from the southwest corner of sai[illegible]ction 18, T31N, R[illegible]W;
thence N57°-02'W, 520.67 [illegible]t to P.I. 17;
thence N73°-18'W, 346.26 [illegible]t to P.I. 18;
thence N80°-26'W, 1582.7[illegible]eet to P.I. 19;
thence N49°-[illegible]7'W, 344.50 [illegible]et to P.I. 20;
thence N58°-3[illegible] 1044 [illegible]eet to P.I. 21;
thence N46°-4[illegible] 839[illegible]et to P.I. 22;
thence N48°-0[illegible] 194[illegible] feet to P.I. 23;
thence N56°-2[illegible] 580.46 feet to P.I. 24;

Paul N. Scherbel
SURVEYOR SCHERBEL, LTD
Registered Land Surveyor No. 164
Big Piney, Wyoming 83113

[redacted] "Modification in any way of the [redacted] description terminates liability of the sur[redacted]

thence N65°-00'W, 509.96 feet to P.I. 25;
thence N70°-00'W, 559.48 feet to P.I. 26;
thence N00°-57'E, 2717.55 feet to P.I. 27, N68°-04'E, 4279.07 feet from the southwest corner of said Section 11;
thence N22°-56'W, 430.81 feet to P.I. 28;
thence N57°-26'W, 216.34 feet to P.I. 29;
thence N42°-38'W, 694.26 feet to P.I. 30;
thence N50°-02'W, 1247.40 feet to P.I. 31;
thence N25°-26'E, 89.44 feet to P.I. 32;
thence S84°-48'E, 181.11 feet to P.I. 33;
thence S72°-11'E, 1416.75 feet to P.I. 34;
thence N81°-45'E, 161.25 feet to P.I. 35;
thence N10°-36'W, 121.65 feet to P.I. 36;
thence N50°-40'W, 893.76 feet to P.I. 37;
thence N67°-28'W, 3188.21 feet to P.I. 38;
thence N71°-09'W, 1170.47 feet to P.I. 39;
thence N75°-49'W, 3483.68 feet to P.I. 40;
thence N30°-59'W, 1930.18 feet to P.I. 41;
thence N83°-28'W, 3148.14 feet to P.I. 42;
thence N81°-40'W, 729.93 feet to P.I 43;
thence N53°-34'W, 656.05 feet to P.I. 44;
thence N28°-41'W, 2075.38 feet to P.I. 45;
thence N08°-44'E, 466.91 feet to P.I. 46;
thence N21°-21'W, 404.96 feet to P.I. 47;
thence N50°-54'W, 340.60 feet to P.I. 48;
thence N39°-25'W, 434.14 feet to P.I. 49;
thence N54°-04'W, 1228.01 feet to P.I. 50;
thence N44°-35'W, 523.44 feet to P.I. 51;
thence N75°-42'W, 601.67 feet to P.I. 52;
thence N51°-20'W, 1562.04 feet to P.I. 53;
thence N01°-30'E, 4785.07 feet to P.I. 54;
thence N26°-46'E, 384.70 feet to P.I. 55;
thence N39°-06'E, 340.59 feet to P.I. 56;
thence N15°-34'E, 417.62 feet to P.I. 57;
thence N10°-47'W, 1907.03 feet to P.I. 58;
thence N59°-22'W, 987.93 feet to P.I. 59;
thence S88°-52'W, 279.99 feet to P.I. 60;
thence N78°-56'W, 757.11 feet to P.I. 61;
thence N61°-33'W, 1701.76 feet to P.I. 62;
thence N39°-47'W, 256.12 feet to P.I. 63;
thence N04°-54'E, 4002.10 feet to P.I. 64, N85°-56'W, 1913.50 feet from the southeast corner of said Section 18, T32N, R113W;
thence N38°-59'E, 195.82 feet to P.I. 65;
thence N73°-02'E, 1173.07 feet to P.I. 66;
thence N38°-27'E, 914.52 feet to P.I. 67;
thence N39°-17'E, 297.38 feet to P.I. 68;
thence N50°-29'E, 1445.40 feet to P.I. 69;
thence N56°-50'E, 1078.81 feet to P.I. 70;
thence N32°-17'E, 1032.57 feet to P.I. 71;
thence N79°-37'E, 265.40 feet to P.I. 72;
thence N51°-34'E, 2243.80 feet to P.I. 73;
thence N60°-42'E, 692.10 feet to P.I. 74;
thence N62°-48'E, 1349.38 feet to P.I. 75;
thence N89°-18'E, 1252.74 feet to P.I. 76;
thence N87°-06'E, 532.30 feet to P.I. 77;
thence N69°-44'E, 4127.33 feet to P.I. 78;
thence N71°-05'E, 747.60 feet to P.I. 79;
thence N74°-17'E, 5137.63 feet to P.I. 80;
thence S39°-41'E, 650.00 feet to P.I. 81 within the right-of-way of the Cottonwood-Ryegrass County Road No. 23-117, S51°-30'E, 1580.83 feet from the southwest corner of Section 31, T33N, R112W, Sublette County, Wyoming;

all in accordance with the plats prepared for the NORTH PINEY COTTONWOOD COUNTY ROAD No. 23-143 dated 5 October 1981, prepared from a survey made by the Bureau of Land Management in Pinedale, Wyoming and from a survey made by Paul N. Scherbel, Registered Land Surveyor No. 164 through Sections 17, 16, 9 and 10, T32N, R113W and from records of the Wyoming Highway Department shown on Sheet 1 of said County Road.

Paul N. Scherbel
SURVEYOR SCHERBEL LTD
Registered Land Surveyor No. 164
Big Piney, Wyoming 83113

22 January 1982

"Modification in any way of the foregoing description terminates liability of the surveyor"

667

Right . of . Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged, Clarence W. Davis, Jr. and Wilma Davis, husband and wife of the County of Sublette and State of Wyoming

hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

That part of Lot 4 (SW¼SW¼) of Section 30, T31N, R112W, Sublette County, Wyoming being part of that tract of record in the Office of the Clerk of Sublette County in Book 17 of Deeds on page 388 lying and being situate within the bounds of GUIO BUDE COUNTY ROAD NO. 23-153 described as follows:

See Exhibit "A"

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches and laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 1 day of March, 1982

Clarence W. Davis, Jr.

Wilma Davis

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Clarence W. Davis, Jr. and Wilma Davis

this 1st day of March, 1982.

Witness my hand and official seal.

190038

Sublette County Clerk

My term January 3, 1983 expires:

[redacted]

RECORDED March 5 1982 at 10:30 A.M.
IN BOOK 39 Misc. PAGE 667
FEE $ [redacted] COUNTY CLERK
BY [redacted] COUNTY CLERK

[redacted]

[redacted] [redacted] [redacted]

GUIO BUDD COUNTY ROAD NO. 23-153

Exhibit "A"

To-wit:--

A strip of land eighty (80) feet in width being part of the NW¼NE¼, NE¼NW¼ and Lot 1 (NW¼NW¼) of Section 31; and Lot 4 of Section 30, T31N, R112W, N½NE¼ and NE¼NW¼ of Section 36, the S½SE¼ and S½SW¼ of Section 25, and the SE¼ of Section 26, T31N, R113W, Sublette County, Wyoming with the center-line described as follows:

BEGINNING at Station 0+00 within the right-of-way of the North Piney Cottonwood County Road No. 23-143, S67°-17.5'W, 1846.10 feet from the northeast corner of said Section 31;
thence S54°-03.5'W, 589.23 feet to P.C. 5+89.23;
thence Southwesterly, 156.04 feet along a circular curve to the right through a central angle of 31°-08.0' and radius of 287.17 feet to Station P.T. 7+45.27;
thence S85°-11.5'W, 12.69 feet to Station P.C. 7+57.96;
thence Westerly, 156.76 feet along a circular curve to the right through a central angle of 28°-10.0' and radius of 318.88 feet to Station P.T. 9+14.72;
thence N66°-38.5'W, 314.35 feet to Station P.C. 12+29.07;
thence Northwesterly, 202.44 feet along a circular curve to the right through a central angle of 20°-07.0' and radius of 576.57 feet to Station P.T. 14+31.51;
thence N46°-31.5'W, 153.69 feet to Station P.C. 15+85.20;
thence Northwesterly, 406.42 feet along a circular curve to the left through a central angle of 05°-38.0' and radius of 4133.68 feet to Station P.T. 19+91.62;
thence N52°-09.5'W, 224.27 feet to Station P.C. 22+15.89;
thence Northwesterly, 263.96 feet along a circular curve to the right through a central angle of 10°-23.0' and radius of 1456.55 feet to Station P.T. 24+79.85;
thence N41°-46.5'W, 64.56 feet to Station P.C. 25+44.41;
thence Northwesterly, 225.99 feet along a circular curve to the left through a central angle of 14°-06.5' and radius of 917.76 feet to Station P.T. 27+70.40;
thence N55°-53'W, 168.50 feet to Station P.C. 29+38.90 on the north line of said Section 31, S86°-40'E, 599.64 feet from the northwest corner of said Section 31;

thence Westerly, 160.18 feet along a circular curve to the left through a central angle of 35°-22.0' and radius of 259.51 feet to Station P.T. 30+99.08;
thence S88°-45'W, 447.82 feet to Station 35+46.90 identical with the northwest corner of said Section 31;
thence S88°-45'W, the base bearing for this survey, 2591.22 feet along the north line of said Section 36 to Station P.C. 61+38.12 on said north line, N88°-45'E, 51.09 feet from the north one-quarter corner of said Section 36;
thence Westerly, 175.21 feet along a circular curve to the right through a central angle of 25°-37.0' and radius of 391.88 feet to Station P.T. 63+13.33;
thence N65°-38'W, 34.67 feet to Station P.C. 63+48.00;
thence Northwesterly, 279.72 feet along a circular curve to the left through a central angle of 06°-14.0' and radius of 2571.17 feet to Station P.T. 66+27.72;
thence N71°-52'W, 864.35 feet to Station 74+92.07;
thence N69°-10'W, 1326.02 feet to Station P.C. 88+18.09;
thence Northwesterly, 126.27 feet along a circular curve to the right through a central angle of 07°-39.0' and radius of 946.07 feet to Station 89+44.36;
thence continuing Northwesterly, 84.45 feet along said curve to the right through a central angle of 05°-06.5' and radius of 946.07 feet to Station 90+28.81 on the west line of said Section 25, N00°-01'W, 927.77 feet from the southwest corner of said Section 25;
thence continuing Northwesterly, 34.48 feet along said curve to the right through a central angle of 02°-05.5' and radius of 946.07 feet to Station P.T. 90+63.29;
thence N54°-19'W, 203.78 feet to Station P.C. 92+67.07;
thence Westerly, 232.81 feet along a circular curve to the left through a central angle of 28°-45.5' and radius of 463.83 feet to Station P.T. 94+99.88;
thence N83°-04.5'W, 314.84 feet to Station 98+14.72;
thence N82°-22.5'W, 387.16 feet to Station P.C. 102+01.88;
thence Westerly, 259.[illegible] feet along a circular curve to the left through a central angle of12°-18.5' and ra[illegible] of 1207.65 feet to Station P.T. 104+61.31;
thence S85°-19'W, 4[illegible] feet to Station 109+51.09, N57°-09.5'W, 2223.35 feet from the southeast corner [illegible] said Section 26;

all in accordance with the map prepared and filed in the Office of the Clerk of Sublette County for GUIO BUDD COUNTY ROAD NO. 23-153 dated 18 June 1981.

Paul N. Scherbel
Surveyor Scherbel, Ltd.
Registered Land Surveyor No. 164
Big Piney, Wyoming 83113

30 June 1981

"Modificatio[illegible]n an of the foregoing description terminates liability of the surveyo

[redacted] [redacted] [redacted]

IN REPLY REFER TO

United States Department of the Interior

2800 (460)
W-75624

BUREAU OF LAND MANAGEMENT
Rock Springs District Office
Pinedale Resource Area
P.O. Box 768
Pinedale, Wyoming 89241

Boulder Lake Road, located within:
T. 32 N., R. 108 W.,
sec. 1 and
T. 33 N., R. 107 W.,
secs. 18, 19, 30, & 31.
Sublette County, Wyoming

RIGHT-OF-WAY

By decision of the Bureau of Land Management, United States Department of the Interior, a right-of-way is hereby granted to the grantee named below for the purposes and duration herein defined. This right-of-way grant is issued pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976, 43 U.S.C. 1761-1771 (1976).

There is hereby reserved to the Secretary of the Interior, or his lawful delegate, the right to grant additional rights-of-way or permits for compatible uses on, over, under, or adjacent to the land involved in this grant.

SERIAL NUMBER: W-75624 DATE OF FILING: June 8, 1981

FILED March 5 1982 1:00 P M
BOOK 39 Misc PAGE 670
FEE $ 7.00 Lois J Yadon COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

NAME OF GRANTEE: Sublette County
Box 250
Pinedale, WY 82941

AUTHORIZED USE: County Road (per application)

190039

MAP DESIGNATION: Boulder Lake, USGS Quad, 7½-minute series

DURATION OF GRANT: Thirty Years, to expire January 24, 2012

This right-of-way is granted with the right of renewal at the end of its term as set forth in 43 CFR 2803.6-5(a) (1980).

RENTAL: None

This grant is subject to all valid rights existing on the below stated date of execution. The grant, if issued for a term of 20 years or more shall be reviewed at the end of the first 20 years and every 10 years thereafter. The right-of-way shall be relinquished to the United States if the authorized use is no longer needed. A transfer of the right-of-way will be made in accordance with the regulations; no transfer will be recognized unless it is approved by an authorized officer of the Bureau of Land Management.

If the grantee or his successor in interest violates any of the terms and conditions of this grant, or if rental is not paid as required by the regulations, the Secretary of the Interior or his lawful delegate, after giving written notice and an opportunity to cure the noncompliance; or if by its terms the grant is an easement, an opportunity for a hearing, may declare this grant terminated in whole or in part pursuant to Section 506 of the Federal Land Policy and Management Act. This grant is subject to the attached stipulations consisting of 2 pages which are incorporated herein.

DATE: 1-25-82

Fred T. Ulyatt
For the District Manager

Enclosures

1. Stipulations (attached)

WY 2800-30 (Aug. 1981)

State of Wyoming
County of Sublette

The foregoing instrument was acknowledged before me by,
Fred L. Wyatt this 25th day of January, 1982.

Witness my hand and official seal

My Commission Expires: Jan3, 1983

Lois J. Yake, Sublette County Clerk
by Dorothy McClure, deputy

STATE OF WYO.
COUNTY
CLERK
SUBLETTE COUNTY.

Stipulations
Case No. W-75624

1. This right-of-way is subject to all applicable regulations contained in 43 CFR 2800 as they now exist or as they may hereafter be revised. By signing below, the grantee agrees to abide by these regulations and by the following stipulations. The regulations in 43 CFR 2800 relating to this grant are not repeated in the following stipulations. A copy of the applicable regulations will be provided upon request.

2. Any cultural resource (historic or prehistoric site or object) discovered by the grantee, or any person working on his behalf, shall be immediately reported to the authorized officer. Grantee shall suspend all operations in the area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the BLM to determine appropriate actions to prevent the loss of significant cultural values. The BLM will be responsible for the cost of evaluations and for mitigation unless otherwise stated in these stipulations.

3. Grantee shall conduct all activities directly or indirectly associated with the construction, operation, and maintenance of this facility within the limits of this right-of-way. In the event that areas outside of the right-of-way are needed, grantee shall obtain a separate authorization for that use.

4. The grantee shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities and operations under this right-of-way. The grantee shall obtain from the Authorized Officer approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc., to be controlled; the method of application; the location for storage and disposal of containers; and other information that the Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1, 1979, deadline for a fiscal year 1981 action). Emergency use of pesticides may occur. The use of substances on or near the right-of-way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this grant.

5. Grantee shall construct, operate, and maintain the facilities and structures within this right-of-way in strict conformity with the descriptive and technical data which was furnished the Bureau of

Land Management in connection with the application for this right-of-way. Any relocation, additional construction, or use which is not in accord with such data may not be initiated without the prior written approval of the authorized officer. A copy of the complete application and a copy of the grant stipulations shall be available on location during construction and rehabilitation to all supervisory personnel and to the authorized officer. Noncompliance with the above will be grounds for the authorized officer to shut down the operation until compliance is obtained.

6. Prior to abandonment of the right-of-way, the grantee shall contact the authorized officer to arrange a joint inspection of the right-of-way area. The inspection will be held to agree on acceptable abandonment and rehabilitation plans. The authorized officer must approve the plan in writing prior to the grantee commencing any abandonment and rehabilitation activities.

7. The right-of-way shall be maintained according to all applicable State and County road standards.

I have read the Grant and Stipulations 1 through 7 and do hereby agree to all terms and conditions.

I certify that I am authorized to obligate Sublette County concerning the provisions of this grant.

6 [signature]
Name Date

Title

[redacted] [redacted] [redacted]

IN REPLY REFER TO

United States Department of the Interior

2800 (460)
W-76118
Co. Road 23-198

BUREAU OF LAND MANAGEMENT
Rock Springs District Office
Pinedale Resource Area
P.O. Box 768
Pinedale, Wyoming 82941

Located within:
T. 28 N., R. 112 W.,
secs. 14, 15, 17, and
T. 28 N., R. 113 W.,
secs. 23, 26, 27, & 28.

Sublette County, Wyoming

RIGHT-OF-WAY

By decision of the Bureau of Land Management, United States Department of the Interior, a right-of-way is hereby granted to the grantee named below for the purposes and duration herein defined. This right-of-way grant is issued pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976, 43 U.S.C. 1761-1771 (1976).

There is hereby reserved to the Secretary of the Interior, or his lawful delegate, the right to grant additional rights-of-way or permits for compatible uses on, over, under, or adjacent to the land involved in this grant.

SERIAL NUMBER: W-76118 DATE OF FILING: July 9, 1981

NAME OF GRANTEE: Sublette County **190040**
Box 250
Pinedale, WY 82941

AUTHORIZED USE: County Road (per application)

RECORDED March 5 1982 1:00 P
IN BOOK 39 Misc PAGE 674
[illegible] Kathryn York COUNTY CLE
SUBLETTE COUNTY, PINEDALE
by Dorothy McKim

MAP DESIGNATION: Chimney Butte, USGS Quad, 7½-minute series
Cretaceous Mtn., USGS Quad, 7½-minute series

DURATION OF GRANT: Thirty years, to expire January 24, 2012

This right-of-way is granted with the right of renewal at the end of its term as set forth in 43 CFR 2803.6-5(a) (1980).

RENTAL: None

This grant is subject to all valid rights existing on the below stated date of execution. The grant, if issued for a term of 20 years or more shall be reviewed at the end of the first 20 years and every 10 years thereafter. The right-of-way shall be relinquished to the United States if the authorized use is no longer needed. A transfer of the right-of-way will be made in accordance with the regulations; no transfer will be recognized unless it is approved by an authorized officer of the Bureau of Land Management.

If the grantee or his successor in interest violates any of the terms and conditions of this grant, or if rental is not paid as required by the regulations, the Secretary of the Interior or his lawful delegate, after giving written notice and an opportunity to cure the noncompliance; or if by its terms the grant is an easement, an opportunity for a hearing, may declare this grant terminated in whole or in part pursuant to Section 506 of the Federal Land Policy and Management Act. This grant is subject to the attached stipulations consisting of 2 pages which are incorporated herein.

DATE: 1-25-82 Fred L. Wyatt
For the District Manager

Enclosures

1. Stipulations (attached)

WY 2800-30 (Aug. 1981)

670

State of Wyoming
County of Sublette

The foregoing instrument was acknowledged before me by Fred L. Wyatt this 25th day of January, 1982.

Witness my hand and official seal.

My Commission expires, Jan.3, 1983

THE STATE OF WYOMING COUNTY CLERK SUBLETTE COUNTY.

Fred J. Yake
Sublette County Clerk
by Dorothy Wilson

STIPULATIONS
Case No. W-76118

1. This right-of-way is subject to all applicable regulations contained in 43 CFR 2800 as they now exist or as they may hereafter be revised. By signing below, the grantee agrees to abide by these regulations and by the following stipulations. The regulations in 43 CFR 2800 relating to this grant are not repeated in the following stipulations. A copy of the applicable regulations will be provided upon request.

2. Any cultural resource (historic or prehistoric site or object) discovered by the grantee, or any person working on his behalf, shall be immediately reported to the authorized officer. Grantee shall suspend all operations in the area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the BLM to determine appropriate actions to prevent the loss of significant cultural values. The BLM will be responsible for the cost of evaluations and for mitigation unless otherwise stated in these stipulations.

3. Grantee shall conduct all activities directly or indirectly associated with the construction, operation, and maintenance of this facility within the limits of this right-of-way. In the event that areas outside of the right-of-way are needed, grantee shall obtain a separate authorization for that use.

4. The grantee shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities and operations under this right-of-way. The grantee shall obtain from the Authorized Officer approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc., to be controlled; the method of application; the location for storage and disposal of containers; and other information that the Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1, 1979, deadline for a fiscal year 1981 action). Emergency use of pesticides may occur. The use of substances on or near the right-of-way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this grant.

5. Grantee shall construct, operate, and maintain the facilities and structures within this right-of-way in strict conformity with the descriptive and technical data which was furnished the Bureau of Land Management in connection with the application for this right-of-way. Any relocation, additional construction, or use which is not in accord with such data may not be initiated without the prior written approval of the authorized officer.

6. Prior to abandonment of the right-of-way, the grantee shall contact the authorized officer to arrange a joint inspection of the right-of-way area. The inspection will be held to agree on acceptable abandonment and rehabilitation plan. The authorized officer must approve the plan in writing prior to the grantee commencing any abandonment and rehabilitation activities.

7. The right-of-way shall be maintained according to all applicable State and County road standards.

I have read the Grant and Stipulations 1 through 7 and do hereby agree to all terms and conditions.

I certify that I am authorized to obligate Sublette County concerning the provisions of this grant.

E. J. Kennedy _____
Name Date

_____
Title

[redacted] [redacted] [redacted]

United States Department of the Interior

IN REPLY REFER TO
2800 (460)
W-76120
Co. Road 23-153
WYW-8400

BUREAU OF LAND MANAGEMENT
Rock Springs District Office
Pinedale Resource Area
P.O. Box 768
Pinedale, Wyoming 82941

T. 31 N., R. 112 W.,
Sec. 31 (within),
Sublette County, Wyoming

RIGHT-OF-WAY

By decision of the Bureau of Land Management, United States Department of the Interior, a right-of-way is hereby granted to the grantee named below for the purposes and duration herein defined. This right-of-way grant is issued pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976, 43 U.S.C. 1761-1771 (1976).

There is hereby reserved to the Secretary of the Interior, or his lawful delegate, the right to grant additional rights-of-way or permits for compatible uses on, over, under, or adjacent to the land involved in this grant.

SERIAL NUMBER: W-76120

DATE OF FILING: July 10, 1981

190041

NAME OF GRANTEE: Sublette County
Box 250
Pinedale, WY 82941

AUTHORIZED USE: County Road (per application)

RECORDED March 5 19 82 1:00 P.M.
IN BOOK 39 Misc PAGE 678
FEES $ 7.00 Cash Paid COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Clem

MAP DESIGNATION: Budd Reservoir, USGS Quad, 7½-minute series

DURATION OF GRANT: Thirty years, to expire January 24, 2012

This right-of-way is granted with the right of renewal at the end of its term as set forth in 43 CFR 2803.6-5(a) (1980).

RENTAL: None

This grant is subject to all valid rights existing on the below stated date of execution. The grant, if issued for a term of 20 years or more shall be reviewed at the end of the first 20 years and every 10 years thereafter. The right-of-way shall be relinquished to the United States if the authorized use is no longer needed. A transfer of the right-of-way will be made in accordance with the regulations; no transfer will be recognized unless it is approved by an authorized officer of the Bureau of Land Management.

If the grantee or his successor in interest violates any of the terms and conditions of this grant, or if rental is not paid as required by the regulations, the Secretary of the Interior or his lawful delegate, after giving written notice and an opportunity to cure the noncompliance; or if by its terms the grant is an easement, an opportunity for a hearing, may declare this grant terminated in whole or in part pursuant to Section 506 of the Federal Land Policy and Management Act. This grant is subject to the attached stipulations consisting of 3 pages which are incorporated herein.

DATE: 1-25-82

Fred L. Wyatt
For the District Manager

Enclosures

1. Stipulations (attached)

WY 2800-30 (Aug. 1981)

State of Wyoming
County of Sublette

The foregoing instrument was acknowledged before me by,
Fred L. Wyatt this 25th day of January, 1982,

Witness my hand and official seal.

My commission expires: Jan 3, 1983

STATE OF WYOMING
COUNTY
CLERK
SUBLETTE COUNTY

Sublette County Clerk
by Dorothy M Lewis Deputy

SPECIAL CONDITION NO. 1
Case No. W-76120

1. Grant is subject to the issuance of a right-of-way from BLM to Sublette County for County Road #23-143 (commonly known as the North Piney-Cottonwood Road).

STIPULATIONS
Case No. W-76120

1. This right-of-way is subject to all applicable regulations contained in 43 CFR 2800 as they now exist or as they may hereafter be revised. By signing below, the grantee agrees to abide by these regulations and by the following stipulations. The regulations in 43 CFR 2800 relating to this grant are not repeated in the following stipulations. A copy of the applicable regulations will be provided upon request.

2. Any cultural resource (historic or prehistoric site or object) discovered by the grantee, or any person working on his behalf, shall be immediately reported to the authorized officer. Grantee shall suspend all operations in the area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the BLM to determine appropriate actions to prevent the loss of significant cultural values. The BLM will be responsible for the cost of evaluations and for mitigation unless otherwise stated in these stipulations.

3. Grantee shall conduct all activities directly or indirectly associated with the construction, operation, and maintenance of this facility within the limits of this right-of-way. In the event that areas outside of the right-of-way are needed, grantee shall obtain a separate authorization for that use.

4. The grantee shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities and operations under this right-of-way. The grantee shall obtain from the Authorized Officer approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc., to be controlled; the method of application; the location for storage and disposal of containers; and other information that the Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1, 1979 deadline for a fiscal year 1980 action). Emergency use of pesticides may occur. The use of substances on or near the right-of-way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this grant.

5. Grantee shall construct, operate, and maintain the facilities and structures within this right-of-way in strict conformity with the descriptive and technical data which was furnished the Bureau of Land Management in connection with the application for this right-of-way. Any relocation, additional construction, or use which is not in accord with such data may not be initiated without the prior written approval of the authorized officer.

6. Prior to abandonment of the right-of-way, the grantee shall contact the authorized officer to arrange a joint inspection of the right-of-way area. The inspection will be held to agree on acceptable abandonment and rehabilitation plan. The authorized officer must approve the plan in writing prior to the grantee commencing any abandonment and rehabilitation activities.

7. The right-of-way shall be maintained according to all applicable State and County road standards.

I have read the Grant and Stipulations 1 through 7 and do hereby agree to all terms and conditions.

I certify that I am authroized to obligate Sublette County concerning the provisions of this grant.

L. F. Richard II
Name

January 14 1992
Date

Chairman Board of County Commissioners
Title

683

Right - of - Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged,

DAVID D. MAYTAG

of the County of Sublette and State of Wyoming

hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLEITE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

PINEDALE SOUTH COUNTY ROAD NO. 23-123
A tract of land located in the W½SW¼ of Section 10, T33N, R109W of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

BEGINNING at a point which bears N00°25'41.6"W, a distance of 405.11 feet from the Southwest Section Corner of said Section 10; thence from point of beginning, N00°25'41.6"W along the west section line of said Section 10, a distance of 2245.18 feet; thence Easterly along the mid-section line, a distance of 36.19 feet; thence S00°26'00.5"E along the east right-of-way, a distance of 2054.74 feet to a point of curve to the right, said curve having a central angle of 21°40'16.2", a radius of 514.97 feet and a tangent of 98.57 feet; thence along the arc and east right-of-way, a distance of 194.78 feet to the point of beginning; said tract contains 1.819 acres, more or less.

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches annd laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 2 day of March, 19 82.

David D Maytag
David D. Maytag

190063

RECORDED March 8 19 82 10:00 AM
IN BOOK 37 Misc. PAGE 683
FEES $ None Taye L Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF WYOMING)
)§
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by David A Maytag

this 2nd day of March, 1982.

Witness my hand and official seal.

THE STATE OF WYOMING COUNTY CLERK

My term expires June 3, 1983

Taye L Yake
Sublette County Clerk

ASSIGNMENT OF AGREEMENTS FOR WARRANTY DEED

This Assignment of Agreements for Warranty Deed made and entered into this 2nd day of May, 1980, by and between MARY JO MYERS GARVIN and GERALD R. GARVIN, her husband, parties of the first part, and A. ROBERT ECK and J. NICK FOSTER, parties of the second part, WITNESSETH that

WHEREAS J. NICK FOSTER, A. ROBERT ECK and MARY JO MYERS (now GARVIN) entered into three agreements for warranty deed, dated May 20, 1978, to purchase the hereinafter described real property from VICTOR D. FULK and E. VIVIAN FULK, his wife, described as follows, to-wit:

> Parcels 27 and 28, Big Country Ranches Second Filing and Parcel 9, Big Country Ranches Third Filing;

and

WHEREAS, MARY JO MYERS GARVIN NOW DESIRES TO SEPARATE HER INTERESTS from those acquired by the other parties to said agreements for warranty deed, and

WHEREAS, said agreements for warranty deed, together with warranty deeds as required therein are being held in escrow in the FIRST NATIONAL BANK OF PINEDALE:

NOW THEREFORE, in consideration of the sum of TEN DOLLARS ($10.00) the receipt and sufficiency whereof is hereby acknowledged, and the further consideration of the covenants, promises and agreements hereinafter set forth, it is hereby mutually COVENANTED, PROMISED AND AGREED as follows:

1. MARY JO MYERS GARVIN and GERALD R. GARVIN, her husband, hereby assign to A. ROBERT ECK of 125 Yorktowne Street, Wintersville, Ohio, 43952, and J. NICK FOSTER, of 3414 Forest Grove, Toledo, Ohio, 43623, as tenants in common of an undivided one-half (1/2) interest each, all of our right, title and interest in those certain agreements for warranty deed hereinabove described, insofar as they cover the following described real property, described as follows, to-wit:

> All of Parcels 27 and 28, Big Country Ranches Second Filing and the North one-half (N½) of Parcel 9, Big Country Ranches Third Filing.

2. A. ROBERT ECK and J. NICK FOSTER hereby assign all of their right, title and interest in that certain agreement for warranty deed hereinbefore described to GERALD R. GARVIN and MARY JO MYERS GARVIN, husband and wife, as tenants of an estate by the entireties with full right of survivorship insofar as it covers the following described real property, described as follows, to-wit:

190064

RECORDED March 5, 1981 1:00 PM
IN BOOK 37 Misc PAGE 684
FEE $ 7.00 Karen Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

South One-half ($S\frac{1}{2}$) of Parcel 9, Big Country Ranches Third Filing.

3. We hereby authorize VICTOR D. FULK, a single man, to execute and file with the FIRST NATIONAL BANK OF PINEDALE appropriate warranty deeds to carry into effect the foregoing assignments.

4. We hereby authorize the FIRST NATIONAL BANK OF PINEDALE to accept the above described warranty deeds in place of the existing warranty deeds escrowed as aforesaid.

5. Each of the parties hereto hereby agrees to continue making payments to FIRST NATIONAL BANK OF PINEDALE, as escrow agent, as called for in original agreements for warranty deed, in their respective proportionate amounts.

IN WITNESS WHEREOF we have hereunto set our hands and seals as of May 2, 1980.

Mary Jo Myers Garvin

Gerald R. Garvin

A. Robert Eck

J. Mick Foster

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me by MARY JO MYERS GARVIN and GERALD R. GARVIN this 1st day of May 1980.

Witness my hand and official seal.

Notary Public

My commission expires: 1-20-82

STATE OF OHIO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me by A. ROBERT ECK this 1st day of May, 1980.

Witness my hand and official seal

Notary Public

My commission expires:

MELISSA JANE WATTS
Notary Public, State of Ohio
My Commission Expires July 10, 1982

STATE OF OHIO)
) ss.
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me by J. NICK FOSTER this 10 day of JUNE, 1980.

Witness my hand and official seal.

Notary Public

My commission expires:

PATRICIA SCHAUB
Notary Public, State of Ohio
My Commission Expires Aug. 30, 1984

* * *

Consent is hereby given for the above assignments and I agree to execute and deliver to the FIRST NATIONAL BANK OF PINEDALE the required warranty deeds.

Victor D. Fulk

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by VICTOR D. FULK this 8th day of July, 1980.

Witness my hand and official seal.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My commission expires April 22, 1982

Donna E. Sievers
Notary Public

My Subletta expires 4/22/82

* * *

Have received the above described Assignment of Agreements for Warranty Deed and Warranty Deeds and will comply with same, as directed.

FIRST NATIONAL BANK OF PINEDALE

By Agnes Cho

Its Cashier

J Nicholas Foster
3009 Sullivan
Farmington, N. Mex. 87401

687

Right - of - Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged, JOHN L. D. TANNER and SHIRLEY A. TANNER

of the County of Sublette and State of Wyoming

hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to wit:

That part of the SW¼SE¼ of Section 3, T30N, R112W, in Sublette County, Wyoming, and part of that tract of record in the Office of the Clerk of Sublette County in Book 18 of Deeds on page 180; and

That part of the NE¼SE¼ of Section 3, T30N, R112W, Sublette County, Wyoming being part of that tract of record in the Office of the Clerk of Sublette County in Book 18 of Deeds on page 179 lying and being situate within the bounds of the NORTH PINEY COTTONWOOD COUNTY ROAD NO. 23-143 as described on attached Exhibit "A".

19005

RECORDED March 8 1:30 P.M.
IN BOOK 39 Misc.
PAGE 687
FILED IN THE OFFICE OF THE COUNTY CLERK
SUBLETTE COUNTY WYOMING
Dorothy McKenzie

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches and laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 6th day of March, 19 86

John L. D. Tanner

Shirley A. Tanner

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by John L. D. Tanner and Shirley A. Tanner this 6th day of March, 19 86.

Witness my hand and official seal.

Notary Public

County of Sublette State of Wyoming

My Commission Expires Feb. 1, 1989

My term expires: 2/1/89

Sublette County Clerk

NORTH PINEY COTTONWOOD COUNTY ROAD NO. 23-143
Exhibit "A"

To-wit:--

A strip of land _____ feet in width being part of the $NW\frac{1}{4}SW\frac{1}{4}$ and $SW\frac{1}{4}NW\frac{1}{4}$ of Section 11, $E\frac{1}{2}NE\frac{1}{4}$ and $NW\frac{1}{4}NE\frac{1}{4}$ of Section 10, $SW\frac{1}{4}SE\frac{1}{4}$ and $SW\frac{1}{4}$ of Section 3, $NE\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, Lot 2 ($NW\frac{1}{4}NE\frac{1}{4}$), and Lot 3 ($NE\frac{1}{4}NW\frac{1}{4}$) of Section 4, T30N, R112W; and the $S\frac{1}{2}SW\frac{1}{4}$ and $NW\frac{1}{4}SW\frac{1}{4}$ of Section 33, $N\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, and $NW\frac{1}{4}NW\frac{1}{4}$ of Section 32, $SE\frac{1}{4}NE\frac{1}{4}$ and $N\frac{1}{2}NE\frac{1}{4}$ of Section 31, $W\frac{1}{2}SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, and $E\frac{1}{2}NW\frac{1}{4}$ of Section 30, $E\frac{1}{2}W\frac{1}{2}$ and Lots 1, 2, 3, and 4 of Section 19, Lot 4 of Section 18, T31N, R112W; $S\frac{1}{2}SE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$ and $SW\frac{1}{4}NW\frac{1}{4}$ of Section 13, $SE\frac{1}{4}NE\frac{1}{4}$ and $N\frac{1}{2}NE\frac{1}{4}$ of Section 14, $SE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}NW\frac{1}{4}$ of Section 11, $NE\frac{1}{4}NE\frac{1}{4}$ of Section 10, $S\frac{1}{2}S\frac{1}{2}$ and $NW\frac{1}{4}SW\frac{1}{4}$ of Section 3, $SE\frac{1}{4}SE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$ and $SW\frac{1}{4}NW\frac{1}{4}$ of Section 4, $NE\frac{1}{4}SE\frac{1}{4}$ and $E\frac{1}{2}NE\frac{1}{4}$ of Section 5, T31N, R113W; $S\frac{1}{2}SE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$ and $W\frac{1}{2}NW\frac{1}{4}$ of Section 32, $W\frac{1}{2}W\frac{1}{2}$, $NE\frac{1}{4}SW\frac{1}{4}$ and $E\frac{1}{2}NW\frac{1}{4}$ of Section 29, $SW\frac{1}{4}SW\frac{1}{4}$ of Section 20, $S\frac{1}{2}SE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, and $W\frac{1}{2}NE\frac{1}{4}$ of Section 19, $S\frac{1}{2}SE\frac{1}{4}$ and $NE\frac{1}{4}SE\frac{1}{4}$ of Section 18, $W\frac{1}{2}SW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$ and $NE\frac{1}{4}NE\frac{1}{4}$ of Section 17, $NW\frac{1}{4}NW\frac{1}{4}$ of Section 16, $S\frac{1}{2}SW\frac{1}{4}$ and $S\frac{1}{2}SE\frac{1}{4}$ of Section 9, $SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$ and $SE\frac{1}{4}NE\frac{1}{4}$ of Section 10, $NW\frac{1}{4}SW\frac{1}{4}$, Lot 4, Lot 7, Lot 8, Lot 6 and Lot 9 of Section 11, T32N, R113W, Sublette County, Wyoming with the center-line described as follows:

BEGINNING at P.I. 1 identical with Station 14+50 of a Wyoming Highway Department previous survey within the right-of-way of the North Piney Cottonwood County Road No. 23-143, S49°-57'E, 1245.10 feet from the west one-quarter corner of said Section 11,
thence N44°-57'W, 5504.30 feet to P.I. 2;
thence N46°-49'W, 3359.98 feet to P.I. 3;
thence N50°-50'W, 4462.97 feet to P.I. 4 on the north line of said Section 4, T30N, R112W, N89°-18'W, 705.17 feet from the north one-quarter corner of said Section 4;
thence N49°-34'W, 3515.33 feet to P.I. 5;
thence N78°-10'W, 875.27 feet to P.I. 6;
thence N61°-50'W, 2569.28 feet to P.I. 7, N76°-09'W, 4077.36 feet from the east one-quarter corner of said Section 32, T31N, R112W;
thence N68°-44'W, 3287.18 feet to P.I. 8;
thence N55°-25'W, 536.16 feet to P.I. 9;
thence N13°-15'W, 1148.84 feet to P.I. 10;
thence N12°-42'W, 3925.21 feet to P.I. 11, S44°-33'W, 4627.26 feet from the east one-quarter corner of said Section 19, T31N, R112W;
thence N17°-39'W, 1887.51 feet to P.I. 12;
thence N08°-49'W, 1075.50 feet to P.I. 13;
thence N02°-04'E, 1699.13 feet to P.I. 14;
thence N01°-00'W, 1017.99 feet to P.I. 15;
thence N30°-11'W, 685.53 feet to P.I. 16, N74°-22'E, 434.23 feet from the southwest corner of said Section 18, T31N, R112W;
thence N57°-02'W, 570.67 feet to P.I. 17;
thence N73°-18'W, 346.36 feet to P.I. 18;
thence N80°-26'W, 1582.72 feet to P.I. 19;
thence N49°-47'W, 344.50 feet to P.I. 20;
thence N58°-34'W, 1044.36 feet to P.I. 21;
thence N46°-49'W, 839.43 feet to P.I. 22;
thence N48°-01'W, 1945.24 feet to P.I. 23;
thence N56°-20'W, 580.16 feet to P.I. 24;

Paul N. Scherbel
SURVEYOR SCHERBEL, LTD
Registered Land Surveyor No. 164
Big Piney, Wyoming 83113

"Modification in any way of the foregoing description terminates liability of the surveyor"

thence N65°-00'W, 509.96 feet to P.I. 25;
thence N70°-00'W, 559.48 feet to P.I. 26;
thence N00°-57'E, 2717.55 feet to P.I. 27, N68°-04'E, 4279.07 feet from the southwest corner of said Section 11;
thence N22°-50'W, 430.81 feet to P.I. 28;
thence N57°-26'[illegible], 216.34 feet to P.I. 29;
thence N42°-38'[illegible], 694.26 feet to P.I. 30;
thence N50°-02'[illegible], 1247.40 feet to P.I. 31;
thence N25°-26'[illegible], 89.44 feet to P.I. 32;
thence S84°-48'[illegible], 181.11 feet to P.I. 33;
thence S72°-11'E, 1416.75 feet to P.I. 34;
thence N81°-45'E, 161.25 feet to P.I. 35;
thence N10°-36'W, 121.65 feet to P.I. 36;
thence N50°-40'W, 893.76 feet to P.I. 37;
thence N67°-28'[illegible], 3184.21 feet to P.I. 38;
thence N71°-09'W, 1170.47 feet to P.I. 39;
thence N75°-49'[illegible], 3483.68 feet to P.I. 40;
thence N80°-59'[illegible], 1930.18 feet to P.I. 41;
thence N83°-28'W, 3148.14 feet to P.I. 42;
thence N81°-40'W, 729.93 feet to P.I. 43;
thence N53°-34'W, 656.05 feet to P.I. 44;
thence N28°-41'W, 2075.38 feet to P.I. 45;
thence N08°-44'E, 466.91 feet to P.I. 46;
thence N21°-21'[illegible], 404.96 feet to P.I. 47;
thence N50°-54'[illegible] 340.60 feet to P.I. 48;
thence N39°-25'[illegible] 484.14 feet to P.I. 49;
thence N54°-04'[illegible] 1228.01 feet to P.I. 50;
thence N44°-35'[illegible], 523.44 feet to P.I. 51;
thence N75°-4[illegible], 601.67 feet to P.I. 52;
thence N51°-20'[illegible], 1562.04 feet to P.I. 53;
thence N01°-30'[illegible], 4785.07 feet to P.I. 54;
thence N26°-46'[illegible] 384.70 feet to P.I. 55;
thence N39°-06'[illegible] 340.59 feet to P.I. 56;
thence N15°-34'[illegible], 417.62 feet to P.I. 57;
thence N10°-47'[illegible], 1907.03 feet to P.I. 58;
thence N59°-27'[illegible], 987.93 feet to P.I. 59;
thence S88°-52'[illegible], 279.99 feet to P.I. 60;
thence N78°-56'[illegible] 757.11 feet to P.I. 61;
thence N61°-33'[illegible], 1701.76 feet to P.I. 62;
thence N39°-47'[illegible], 256.12 feet to P.I. 63;
thence N04°-54'E, 4002.10 feet to P.I. 64, N85°-[illegible]6'W, 191[illegible]50 feet from the southeast corner of said Section 18, T32N, R1[illegible]3W;
thence N38°-59'E, 195.82 feet to P.I. 65;
thence N73°-02'E, 1173.07 feet to P.I. 66;
thence N38°-27'E, 914.52 feet to P.I. 67;
thence N39°-17'E, 297.38 feet to P.I. 68;
thence N50°-29'E, 1445.40 feet to P.I. 69;
thence N56°-50'E, 1078.81 feet to P.I. 70;
thence N32°-17'E, 1032.57 feet to P.I. 71;
thence N79°-37'E, 265.40 feet to P.I. 72;
thence N51°-34'E, 2243.80 feet to P.I. 73;
thence N60°-42'E, 692.10 feet to P.I. 74;
thence N62°-48'E, 1349.38 feet to P.I. 75;
thence N89°-18'E, 1252.74 feet to P.I. 76;
thence N87°-06'E, 532.30 feet to P.I. 77;
thence N69°-44'E, 4127.33 feet to P.I. 78;
thence N71°-05'[illegible], 747.60 feet to P.I. 79;
thence N74°-17'[illegible], 5137.63 feet to P.I. 80;
thence S89°-41'E, 650.00 feet to P.I. 81 within the right of-way of the Cottonwood-Ryegrass County Road No. 23-117, S51°-30'E, [illegible]80.83 feet from the southwest corner of Section 31, T33N, R112W, [illegible]lette County, Wyoming;

all in accordance with the plats prepared for the NORTH PINEY COTTONWOOD COUNTY ROAD [illegible]-143 dated 5 October 1981, prepared from a survey made by the Bureau [illegible] and Management in Pinedale, Wyoming and from a survey made by Paul N. [illegible]rbel, Registered Land Surveyor No. 164 through Sections 17, 16, 9 and 10, T32N, R113W and from records of the Wyoming Highway Department shown on Sheet 1 of said County Road.

Paul N. Scherbel
SURVEYOR SCHERBEL, LTD
Registered Land Surveyor No. 164
Big Piney, Wyoming 83113

[illegible] January 1982

Modification in any way of t[illegible]ng description terminates liability of this su[illegible]

Right-of-Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged, DENNIS L. ALMQUIST and JANCIE K. ALMQUIST (sales agreement from Gerald L. Abercrombie and Carolyn L. Abercrombie)

of the County of Sublette and State of Wyoming

hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

A tract of land located in the SE¼SW¼ of Section 9, T33N, R109W of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

BEGINNING at a point which bears N89°12'41.2"E, a distance of 300.00 feet from the W1/16 corner common to Sections 9 and 16; thence from said point of beginning N00°21'38.8"W along the west boundary of Lot 10 of the New Fork Social Club, a distance of 12.31 feet; thence S89°27'27.5"E along the north right-of-way boundary, a distance of 530.17 feet; thence S89°12'41.2"W along the south section line of said Section 9, a distance of 530.12 feet to the point of beginning, said tract contains 0.075 acres, more or less.

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches annd laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 8th day of March, 19 82.

Dennis L. Almquist

Dennis L. Almquist

Jancie K. Almquist

STATE OF WYOMING)
)§
COUNTY OF SUBLETTE)

190066

RECORDED March 8 1982 2:30 PM
IN BOOK 39 Misc PAGE 690
FEES None Lucile Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

The foregoing instrument was acknowledged before me by Dennis L. Almquist and Janice K. Almquist

this 8th day of March, 19 82.

Witness my hand and official seal.

THE STATE OF WYO
COUNTY
CLERK

Lucile Yake

Sublette County Clerk

My term expires January 3, 1983

690

6-91

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Rock Springs District Office

IN REPLY REFER TO:
2800 (460)
W-76692
North Cottonwood
Road No. 23-1

T. 33 N., R. 114 W.,
sec. 29 (within).
Sublette County, Wyoming

RIGHT-OF-WAY

By decision of the Bureau of Land Management, United States Department of the Interior, a right-of-way is hereby granted to the grantee named below for the purposes and duration herein defined. This right-of-way grant is issued pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976, 43 U.S.C. 1761-1771 (1976).

There is hereby reserved to the Secretary of the Interior, or his lawful delegate, the right to grant additional rights-of-way or permits for compatible uses on, over, under, or adjacent to the land involved in this grant.

SERIAL NUMBER: W-76692 DATE OF FILING: August 25, 1981

NAME OF GRANTEE: Sublette County
Box 250
Pinedale, Wyoming 82941

AUTHORIZED USE: County Road (per application)

90072

RECORDED 7th Mar. 1982 2:20 P.M.
IN BOOK 39 Misc. PAGE 691
FEES $/c Kacy
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK

MAP DESIGNATION: Sheets 1 and 2 of survey plat submitted.

DURATION OF GRANT: Thirty (30) years, to expire February 14, 2012

This right-of-way is granted with the right of renewal at the end of its term as set forth in 43 CFR 2803.6-5(a) (1980).

RENTAL: None

This grant is subject to all valid rights existing on the below stated date of execution. The grant, if issued for a term of 20 years or more, shall be reviewed at the end of the first 20 years and every 10 years thereafter. The right-of-way shall be relinquished to the United States if the authorized use is no longer needed. A transfer of the right-of-way will be made in accordance with the regulations; no transfer will be recognized until it is approved by an authorized officer of the Bureau of Land Management.

If the grantee or his successor in interest violates any of the terms and conditions of this grant, or if rental is not paid as required by the regulations, the Secretary of the Interior or his lawful delegate, after giving written notice and an opportunity to cure the noncompliance, or if by its terms the grant is an easement, an opportunity for a hearing, may declare this grant terminated in whole or in part pursuant to Section 505 of the Federal Land Policy and Management Act. This grant is subject to the attached stipulations consisting of 2 pages which are incorporated herein.

DATE: 2-15-82

Fred P. Wyatt
For the District Manager

Enclosures
Standard Stipulations

[redacted] [redacted] [redacted]

WY 2800-30 (Aug. 1981)

STIPULATIONS
Case No. W-76692

1. This right-of-way is subject to all applicable regulations contained in 43 CFR 2800 as they now exist or as they may hereafter be revised. By signing below, the grantee agrees to abide by these regulations and by the following stipulations. The regulations in 43 CFR 2800 relating to this grant are not repeated in the following stipulations. A copy of the applicable regulations will be provided upon request.

2. Any cultural resource (historic or prehistoric site or object) discovered by the grantee, or any person working on his behalf, shall be immediately reported to the authorized officer. Grantee shall suspend all operations in the area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the BLM to determine appropriate actions to prevent the loss of significant cultural values. The BLM will be responsible for the cost of evaluations and for mitigation unless otherwise stated in these stipulations.

3. Grantee shall conduct all activities directly or indirectly associated with the construction, operation, and maintenance of this facility within the limits of this right-of-way. In the event that areas outside of the right-of-way are needed, grantee shall obtain a separate authorization for that use.

4. The grantee shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities and operations under this right-of-way. The grantee shall obtain from the Authorized Officer approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc., to be controlled; the method of application; the location for storage and disposal of containers; and other information that the Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1, 1979, deadline for a fiscal year 1981 action). Emergency use of pesticides may occur. The use of substances on or near the right-of-way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this grant.

5. Grantee shall construct, operate, and maintain the facilities and structures within this right-of-way in strict conformity with the descriptive and technical data which was furnished the Bureau of Land Management in connection with the application for this right-of-way. Any relocation, additional construction, or use which is not in accord with such data may not be initiated without the prior written approval of the authorized officer.

6. Prior to abandonment of the right-of-way, the grantee shall contact the authorized officer to arrange a joint inspection of the right-of-way area. The inspection will be held to agree on acceptable abandonment and rehabilitation plan. The authorized officer must approve the plan in writing prior to the grantee commencing any abandonment and rehabilitation activities.

7. The right-of-way shall be maintained according to all applicable State and County road standards.

I have read the Grant and Stipulations 1 through 7 and do hereby agree to all terms and conditions.

I certify that I am authorized to obligate Sublette County concerning the provisions of this grant.

E. J. Kinneen
Name

Date

Chairman, Bd of Comm Commissioner
Title

44 SESSION LAWS OF WYOMING, 1975 Ch. 37

State of Wyoming)
) SS
County of Sublette)

The foregoing instrument was acknowledged before me by Jack L. Wyatt, ..., this 5th day of February, 1982.

Witness my hand and official seal.

Lacy Yoke, Notary Public
Title of officer CO Clerk

My Commission Expires: 1/5/83

[redacted] [redacted] [redacted]

United States Department of the Interior

IN REPLY REFER TO
2800 (460)
W-76691
Middle Piney Road
No. 23-111

BUREAU OF LAND MANAGEMENT
Rock Springs District Office
Pinedale Resource Area
P. O. Box 768
Pinedale, Wyoming 82941

T. 30 N., R. 113 W.,
secs. 19, 29, 33 (within).
T. 30 N., R. 114 W.,
secs. 8, 14, 24 (within).
Sublette County, Wyoming

RIGHT-OF-WAY

By decision of the Bureau of Land Management, United States Department of the Interior, a right-of-way is hereby granted to the grantee named below for the purposes and duration herein defined. This right-of-way grant is issued pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976, 43 U.S.C. 1761-1771 (1976).

There is hereby reserved to the Secretary of the Interior, or his lawful delegate, the right to grant additional rights-of-way or permits for compatible uses on, over, under, or adjacent to the land involved in this grant.

SERIAL NUMBER: W-76691 DATE OF FILING: August 25, 1981

NAME OF GRANTEE: Sublette County
Box 250
Pinedale, WY 82941

AUTHORIZED USE: County Road (per application)

190073

RECORDED March 8 1982 2:10 PM
IN BOOK 39 Misc PAGE 694
FEE $/c Jean Gal COUNTY CLERK
SUBLETTE COUNTY CLERK Deputy

MAP DESIGNATION: Sheet 1, 2, and 3 of survey plat submitted

DURATION OF GRANT: Thirty years, to expire February 14, 2012.

This right-of-way is granted with the right of renewal at the end of its term as set forth in 43 CFR 2803.6-5(a) (1980).

RENTAL: None

This grant is subject to all valid rights existing on the below stated date of execution. The grant, if issued for a term of 20 years or more shall be reviewed at the end of the first 20 years and every 10 years thereafter. The right-of-way shall be relinquished to the United States if the authorized use is no longer needed. A transfer of the right-of-way will be made in accordance with the regulations; no transfer will be recognized unless it is approved by an authorized officer of the Bureau of Land Management.

If the grantee or his successor in interest violates any of the terms and conditions of this grant, or if rental is not paid as required by the regulations, the Secretary of the Interior or his lawful delegate, after giving written notice and an opportunity to cure the noncompliance; or if by its terms the grant is an easement, an opportunity for a hearing, may declare this grant terminated in whole or in part pursuant to Section 506 of the Federal Land Policy and Management Act. This grant is subject to the attached stipulations consisting of 2 pages which are incorporated herein.

DATE: 2-15-82

Fred P. Wagner
For the District Manager

Enclosures
Standard Stipulations

WY 2800-30 (Aug. 1981)

STIPULATIONS
Case No. W-76691

1. This right-of-way is subject to all applicable regulations contained in 43 CFR 2800 as they now exist or as they may hereafter be revised. By signing below, the grantee agrees to abide by these regulations and by the following stipulations. The regulations in 43 CFR 2800 relating to this grant are not repeated in the following stipulations. A copy of the applicable regulations will be provided upon request.

2. Any cultural resource (historic or prehistoric site or object) discovered by the grantee, or any person working on his behalf, shall be immediately reported to the authorized officer. Grantee shall suspend all operations in the area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the BLM to determine appropriate actions to prevent the loss of significant cultural values. The BLM will be responsible for the cost of evaluations and for mitigation unless otherwise stated in these stipulations.

3. Grantee shall conduct all activities directly or indirectly associated with the construction, operation, and maintenance of this facility within the limits of this right-of-way. In the event that areas outside of the right-of-way are needed, grantee shall obtain a separate authorization for that use.

4. The grantee shall comply with the applicable Federal and State laws and regulations governing the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities and operations under this right-of-way. The grantee shall obtain approval from the Authorized Officer a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc., to be controlled; the method of application; the location for storage and disposal of containers; and other information that the Authorized Officer may require. The plan should be submitted no later than December 1 of each calendar year that covers the proposed activities for the next fiscal year (i.e., December 1, 1979, deadline for a fiscal year 1981 action). Emergency use of pesticides may occur. The use of substances on or near the right-of-way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this grant.

5. Grantee shall construct, operate, and maintain the facilities and structures within this right-of-way in strict conformity with the descriptive and technical data which was furnished the Bureau of Land Management in connection with the application for this right-of-way. Any relocation, additional construction or use which is not in accord with such data may not be initiated without the prior written approval of the authorized officer.

Case No. W- 76691

6. Prior to abandonment of the right-of-way, the grantee shall contact the authorized officer to arrange a joint inspection of the right-of-way area. The inspection will be held to agree on acceptable abandonment and rehabilitation plan. The authorized officer must approve the plan in writing prior to the grantee commencing any abandonment and rehabilitation activities.

7. The right-of-way shall be maintained according to all applicable State and County road standards.

I have read the Grant and Stipulations 1 through 7 and do hereby agree to all terms and conditions.

I certify that I am authroized to obligate Sublette County concerning the provisions of this grant.

E. L. Kinnaccy
Name

Date

Chmn, Bd of County Commissioners
Title

State of Wyoming)
) SS
County of Sublette)

The foregoing instrument was acknowledged before me by Earl L. Wyatt, ..., ..., this 15th day of February, 1982.

Witness my hand and official seal.

Lois J Yake, County Clerk
Title of officer Co Clerk

My Commission Expires: 1/3/83

696

697

Right-of-Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged, GERALD L. ABERCROMBIE and CAROLYN L. ABERCROMBIE (with sales agreement to Dennis L. Almquist and Jancie K. Almquist)

of the County of Sublette and State of Wyoming

hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

A tract of land located in the SE¼SW¼ of Section 9, T32N, R109W of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

BEGINNING at a point which bears N89°12'41.2"E, a distance of 300.00 feet from the W1/16 corner common to Sections 9 and 16; thence from said point of beginning N00°21'38.8"W along the west boundary of Lot 1 of the New Fork Social Club, a distance of 12.31 feet; thence S89°27'27.5"E along the north right-of-way boundary, a distance of 530.17 feet; thence S89°12'41.2"W along the south section line of said Section 9, a distance of 530.12 feet to the point of beginning, said tract contains 0.075 acres, more or less.

139084

RECORDED March 9 1982 10:04 A.M.
IN BOOK 37 Misc. PAGE 697
FEE $6.00 Carol Hicks COUNTY CLERK
SUBLETTE COUNTY CLERK

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches and laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 9th day of March 1982.

Gerald L. Abercrombie

Gerald L. Abercrombie

Carolyn L. Abercrombie

Carolyn L. Abercrombie

STATE OF WYOMING)
)ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Gerald L. and Carolyn L. Abercrombie

this 9th day of March 1982.

Witness my hand and official seal.

My term expires: January

Sublette County Clerk

Right-of-Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged, GERALD L. ABERCROMBIE and CAROLYN L. ABERCROMBIE (with sales agreement to Gary Robert Gregory and Judith Ann Greenhood aka Judith Ann Gregory)
of the County of Sublette **and State of** Wyoming

hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

A tract of land located in the SE¼NE¼ of Section 9, T33N, R109W of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

BEGINNING at the East Quarter Corner of said Section 9; thence from said point of beginning S89°18'24.2"W along the south boundary of Lot 17 of the New Fork Social Club, a distance of 23.81 feet; thence N00°26'00.5"W along the west right-of-way, a distance of 331.30 feet; thence N89°17'42.8"E along the north boundary of said Lot 17, a distance of 23.86 feet; thence S00°25'28"E along the east section line of said Section 9, a distance of 331.30 feet to the point of beginning, said tract contains 0.181 acres, more or less.

130085

RECORDED March 9 1982 4:00 PM
IN BOOK 39 Misc. PAGE 698
FEES No Fee COUNTY CLERK
SUBLETTE COUNTY CLERK by Dorothy McClure

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches annd laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 9th **day of** March **, 19** 82 **.**

Gerald L. Abercrombie

Gerald L. Abercrombie

Carolyn L. Abercrombie

Carolyn L. Abercrombie

STATE OF WYOMING)
)§
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Gerald L. and Carolyn L. Abercrombie

this 9th **day of** March **, 19** 82 **.**

Witness my hand and official seal.

Lisa D. Fuke

Sublette County Clerk

My term expires: January 3, 1983

6-95

699

Right-of-Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged,

GERALD L. ABERCROMBIE and CAROLYN L. ABERCROMBIE, husband and wife
(with sales agreement to David E. Shaffer)
of the County of Sublette and State of Wyoming

hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

A tract of land located in the SE¼NE¼ of Section 9, T33N, R109W of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:
BEGINNING at a point which bears S00°25'28"E, a distance of 331.43 feet measured (331.30 record) from the N1/16 corner common to Sections 9 and 10, thence from said point of beginning S00°25'28"E along the east section line of said Section 9, a distance of 331.30 feet; thence S89°16'47.7"W along the south boundary of Lot 19 of the New Fork Social Club, a distance of 23.91 feet; thence N00°26'00.5"W along the west right-of-way, a distance of 331.29 feet; thence N89°15'52.4"E along the north boundary of said Lot 19, a distance of 23.96 feet to the point of beginning, said tract contains 0.182 acres, more or less.

190086

RECORDED March 9 1982 at 4:[illegible] M
BOOK 37 Misc PAGE 699
Fee $ 4.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY CLERK Lucy Yake

hereby releasing and waiving rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches and laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 9th day of March, 1982.

Gerald L. Abercrombie
Gerald L. Abercrombie

Carolyn L. Abercrombie
Carolyn L. Abercrombie

STATE OF WYOMING)
)ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Gerald L. Abercrombie and Carolyn L. Abercrombie this 9th day of March, 1982.

Witness my hand and official seal.

Lucy Yake
Sublette County Clerk

My term expires January 3, 1983

Right . of . Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00), receipt whereof is hereby acknowledged, _____

GERALD L. ABERCROMBIE and CAROLYN L. ABERCROMBIE (with sales agreement to Linda M. Willis)
of the County of Sublette and State of Wyoming

hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

A tract of land located in the SE¼NE¼ of Section 9, T33N, R109W of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

BEGINNING at a point which bears N00°25'28"W, a distance of 331.30 feet from the East Quarter Corner of said Section 9; thence from said point of beginning S89°17'42.8"W along the south boundary of Lot 18 of the New Fork Social Club, a distance of 23.86 feet; thence N00°26'00.5"W along the west right-of-way, a distance of 331.29 feet; thence N89°16'47.7"E along the north boundary of said Lot 18, a distance of 23.91 feet; thence S00°25'28"E along the east section line of said Section 9, a distance of 331.30 feet to the point of beginning, said tract contains 0.181 acres, more or less.

190087

RECORDED March 9 1982 8:00 A.M.
IN BOOK 37 Misc. PAGE 700
FEES No Fee Paid COUNTY CLERK
SUBLETTE COUNTY CLERK Dorothy McClain

hereby releasing and waiving all rights under the homestead laws of the State of Wyoming;

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance;

Grantee agrees to construct culverts of suitable size across such ditches annd laterals of Grantor as necessary for proper operation of his irrigation system.

The easement herein granted shall be perpetual so long as the above described lands are used for the purposes of a public road.

WITNESS OUR HANDS hereto this 9th day of March, 19 82.

Gerald L. Abercrombie
Gerald L. Abercrombie

Carolyn L. Abercrombie
Carolyn L. Abercrombie

STATE OF WYOMING)
)§
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Gerald L. and Carolyn L. Abercrombie this 9th day of March, 19 82.

Witness my hand and official seal.

THE STATE OF WYOMING COUNTY CLERK SUBLETTE COUNTY

Sublette County Clerk

My term expires: January 3, 1983