ASSIGNMENT OF AGREEMENT FOR WARRANTY DEED

FOR VALUE RECEIVED, I, Assignor herein, **BARBARA L. McCARTHY a/k/a/ Barbara L. McCarthy Maxam**, of Corrales, New Mexico, assign, transfer and set over to **GARTH L. MAXAM** and **BARBARA L. McCARTHY MAXAM**, husband and wife, as tenants of an estate by the entireties with full right of survivorship, Assignees herein, of Corrales, New Mexico, all of my right, title, and interest in and to that Agreement for Warranty Deed entered into between Judith E. Shaul, a single woman, and Patrick M. McCarthy and Barbara L. McCarthy, on the 25th day of September, 1978, whereby the McCarthys agreed to purchase from Shaul Lots 15, 16 and 17, Block 11, Patterson's First Addition to The Town of Pinedale, Wyoming, as the same appear 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, a copy of said Agreement for Warranty Deed having been recorded with the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, in Book 34 Miscellaneous, at Page 506, a copy of said Agreement for Warranty Deed being attached hereto and marked as Exhibit "A", subject to all of the terms and conditions thereof.

I remise, release and quitclaim to Assignee all of my right, title and interest in and to the property within described and agreed to be conveyed.

Dated this 10 th day of June, 1988.

IN WITNESS WHEREOF, I have executed this assignment at Sandoval County, New Mexico, the day and year above written.

Barbara L. McCarthy-Maxam
BARBARA L. McCARTHY a/k/a
Barbara L. McCarthy Maxam

221238

RECORDED July 8 19 88 4:00 PM
IN BOOK Misc 54 PAGE 1
FEES $ 8.00 Margh. Lanyard COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Bethany A. Walker

ACCEPTANCE OF ASSIGNMENT

GARTH L. MAXAM and BARBARA L. McCARTHY MAXAM, Asignees, hereby accept the foregoing instrument, subject to all the terms and conditions thereof.

Dated this 10th day of June, 1988.

Garth L. Maxam
GARTH L. MAXAM

Barbara L. McCarthy-Maxam
BARBARA L. McCARTHY MAXAM

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANDOVAL)

The foregoing "Assignment of Agreement for Warranty Deed" and the "Acceptance of Assignment" was acknowledged before me by **Barbara L. McCarthy a/k/a/ Barbara L. McCarthy Maxam** and the foregoing "Acceptance of Assignment" was acknowledged before me by **Garth L. Maxam** this _____ day of JUN - 0 1988, 1988.

Witness my hand and official seal.

Notary Public

My Commission Expires:

OFFICIAL SEAL
MARILYN R. BAUER
NOTARY PUBLIC STATE OF NEW MEXICO
My Commission Expires with Secretary of State
My Commission Expires 2/24/90

EXHIBIT "A"

THIS AGREEMENT, Made and entered into this ___ day of September 1978, by and between JUDITH E. SHAUL, a single woman,

of Pinedale, Sublette County, State of Wyoming, of the first part, and PATRICK M. McCARTHY and BARBARA L. McCARTHY, husband and wife, as tenants of an estate by the entireties with full right of survivorship, 5371 Pershing of Downers Grove, DuPage County, State of Illinois, of the second part,

WITNESSETH, That the party of the first part, for and in consideration of the sum of ($ 12,500.00) Twelve 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 es hereby for themself and her 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 1978 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lots 15, 16, and 17, Block 11, Patterson's First Addition to the Town of Pinedale, Wyoming, 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.

SOLD FOR Forty-five Thousand and No/100 - - - - DOLLARS ($ 45,000.00) 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, and 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:

$12,500.00 down; balance of $32,500.00 payable in 180 monthly payments of $329.65 which include interest at the rate of 9% per annum, first said payment due 11/1/78, succeeding payments due the 1st day of each month thereafter until paid in full.

#69136

Payable at the office of State Bank of Big Piney with interest at the rate of 9 per cent per annum from date. Interest ~~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, 1979, 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, 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 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 Forty Thousand 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

Judith E. Shaul

Patrick M. McCarthy

Barbara L. McCarthy

by power of attorney to Patrick M. McCarthy

State of Wyoming

County of Sublette } ss.

The foregoing instrument was acknowledged before me by Judith L. Shaul, Patrick M. McCarthy and Barbara L. McCarthy by power of attorney to Patrick M. McCarthy this 25th day of September, 1978

Witness my hand and official seal.

Signature
Notary Public
Title of Office

506

3

AFFIDAVIT
NOTICE OF MERGER AND NAME CHANGE

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

I, Ursula M. Pitschmann, Corporate Secretary of Farm Credit Bank of Omaha, a federally chartered instrumentality and corporation organized and existing under the laws of the United States of America, do hereby, on oath, depose and certify that:

The Agricultural Credit Act of 1987, passed by the United States Congress in December 1987 and signed into law by the President on January 6, 1988, provides, in Section 410(a) as follows:

> "Not later than six months after the date of the enactment of this section, the Federal Land Bank and the Federal Intermediate Credit Bank of each district shall merge into a Farm Credit Bank in such district pursuant to a plan of merger agreed on by the Boards of Directors of such banks and approved by the Farm Credit Administration . . ."

Pursuant to said mandate, the Boards of Directors of The Federal Land Bank of Omaha and of the Federal Intermediate Credit Bank of Omaha, (the "Banks") did execute an Agreement and Plan of Merger, dated May 18, 1988, effective at 12:01 A.M. Central Time on July 6, 1988, to consolidate into a new entity and federally chartered instrumentality and body corporate, known as Farm Credit Bank of Omaha, (FCB) the headquarters of which shall be the Farm Credit Building, 206 South 19th Street, Omaha, Nebraska 68102.

Article I, Section 1.1(b) of the Agreement and Plan of Merger provides that:

> "On the Effective Date, the separate existence of the Banks shall cease, and the FCB shall be established and shall . . . succeed to and possess all the properties, rights, privileges, powers, franchises, immunities and purposes, and shall succeed and be subject to all the debts, liabilities, obligations, restrictions and duties, of the Banks, all without further act or deed." . . .

Article II, Section 2.7 of the Agreement and Plan of Merger provides that:

> "From and after the effective date, each officer of the FCB is authorized to execute, attest and deliver any document or instrument, to testify, produce documents or business records in, or appear or cause the FCB to appear as a party to, any action or proceeding at law or equity or before any administrative or governmental body, and to take any other action, to vest, perfect or confirm title to the property, assets or rights of the Banks and the FCB, and otherwise to carry out the purposes and intent of this agreement, in each case either in the name of the FICB, the FLB, or the FCB."

The Agreement and Plan of Merger was approved by the Farm Credit Administration, and, in accordance with the authority of the Farm Credit Administration to issue a new charter, the Farm Credit Administration did issue a new charter with the effective date being July 6, 1988.

A photocopy of this document shall be deemed to be and may be relied on as an original.

This Affidavit is based on my personal knowledge and on the corporate records under my care, custody and control.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said corporation this 6th day of July, 1988.

FARM CREDIT BANK OF OMAHA CHARTERED IOWA - NEBRASKA - SOUTH DAKOTA - WYOMING CORPORATE SEAL JULY 6, 1988

Ursula M. Pitschmann
Ursula M. Pitschmann, Corporate Secretary
of Farm Credit Bank of Omaha

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on July 6, 1988, by Ursula M. Pitschmann, Corporate Secretary of Farm Credit Bank of Omaha, a corporation organized and existing under the laws of the United States on behalf of said corporation.

GENERAL NOTARY-State of Nebraska
MARTIN M. BOHAC
My Comm. Exp. Mar. 15, 1989

Martin M. Bohac
MARTIN M. BOHAC
Notary Public in and for said County and State

My commission expires 3-15-89.

221245

(The above form of acknowledgment is pursuant to Section 64-206 R.R.S. 1943 of Nebraska.)

RECORDED July 11 1988 9 A.M
IN BOOK 54 Misc. PAGE 4
FEES $0.00 Mary C. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

FILED
DONALD A. BROWN CLERK OF COURT
JUN 20 1988
DEPUTY CLERK

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

WITHIN AND FOR THE COUNTY OF SWEETWATER COUNTY, WYOMING

IN THE MATTER OF THE ESTATE OF)
VICTOR J. FACINELLI, ALSO KNOWN) SS: PROBATE NO. 5209
AS V.J. FACINELLI, DECEASED.)

- - - - - - - - - - - - - - - - - -

DECREE OF FINAL SETTLEMENT OF ACCOUNT AND ORDER OF DISTRIBUTION

The Rock Springs National Bank of Rock Springs, Wyoming as sole Trustee of the Last Will and Testament of Victor J. Facinelli, also known as V.J. Facinelli, deceased, having heretofore rendered and filed herein a full account and report of its administration of said Trust, which account was for final settlement, and having with said account filed a petition for the distribution of said Trust;

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 required by law; and the Court, being fully advised in the premises, finds:

1. That the Rock Springs National Bank has rendered and performed services as Trustee of the Last Will and Testament of Victor J. Facinelli, also known as V.J. Facinelli, deceased, for which it is entitled to compensation as provided by said Last Will and Testament and by Law:

2. That the Last Will and Testament of Victor J. Facinelli, deceased provides that on the death Joan Facinelli, wife of said Victor J. Facinelli, who passed away March 30, 1987 the Trust shall terminate, and the corpus remaining, together with all undistributed income shall be distributed and set over to the following beneficiaries in the proportions hereinafter set forth:

Name of Beneficiary	Share of Trust
Evalyn B. Patterson 4001 Frontier Park Ave Cheyenne, WY 82001	One-half
Mary Catherine Paul 3747 Meadville Dr. Sherman Oaks, CA 91403	One-quarter
Rose Mary Anselmi 560 South 2nd St. #216 Lander, WY 82520	One-quarter

3. That the assets of said Trust remaining in the hands of the Trustee, consists of the following:

CASH

Money Market Deposit Account at the Rock Springs National Bank having a balance of:	$ 40,534.96

221246

RECORDED July 11 19 88 9:00 A M
IN BOOK 54 Misc. PAGE 5
FEES $ 17.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: marie Riley

STOCKS

a) 100 shares of American Standard Corp., represented by:

Cert. #Y0115991 for 25 shares
Cert. #Y0119061 for 25 shares
Cert. #CU20150 for 50 shares

having a value of $77.375 $7,737.50

b) 110 shares of American Telephone & Telegraph Co., Cert. #67T712236, having a value of $27.250 2,997.50

c) 16 shares of American Information Technologies Corp. represented by:

Cert. #ZQ-8045-0474 for 11 shares
Cert. #ZQ-8226-9999 for 5 shares

having a value of $93.625 1,498.00

d) 22 shares of Bell Atlantic Corp. represented by:

Cert. #ZQ-8045-1184 for 11 shares
Cert. #ZQ-2525-9521 for 11 shares

having a value of $73.250 1,611.50

e) 49 shares of BellSouth Corp. represented by:

Cert. #ZQ-8047-8214 for 11 shares
Cert. #ZQ-8202-5349 for 22 shares
Cert. #ZQ-8410-1491 for 16 shares

having a value of $43.250 2,119.25

f) 416 shares of Exxon Corp. represented by:

Cert. #4F23720 for 50 shares
Cert. #FS406210 for 2 shares
Cert. #S322085 for 52 shares
Cert. #T650831 for 104 shares
Cert. #U0729023 for 208 shares

having a value of $46.750 19,448.00

g) 66 shares of First Security Corp. of Utah, Cert. #SL008879, having a value of $25.750 1,699.50

h) 386 shares of Georgia-Pacific Corp. represented by:

Cert. #L0409638 for 90 shares
Cert. #L0486659 for 1 share
Cert. #L0544627 for 1 share
Cert. #L0589717 for 1 share
Cert. #L0654853 for 1 share
Cert. #L0716072 for 1 share
Cert. #L0764241 for 1 share
Cert. #L0830636 for 96 shares
Cert. #L0918073 for 2 shares
Cert. #L0970044 for 2 shares
Cert. #LP53436 for 2 shares

Cert. #LP113660 for 2 shares
Cert. #LP208889 for 2 shares
Cert. #LP278548 for 3 shares
Cert. #LP350741 for 3 shares
Cert. #LP457486 for 3 shares
Cert. #LP557294 for 3 shares
Cert. #LP637441 for 3 shares
Cert. #LP723047 for 3 shares
Cert. #LP822950 for 3 shares
Cert. #LP917045 for 5 shares
Cert. #LQ057583 for 5 shares
Cert. #LQ148050 for 5 shares
Cert. #LQ231216 for 5 shares
Cert. #LQ319870 for 5 shares
Cert. #CB195322 for 124 shares
Cert. #SD62082 for 7 shares
Cert. #SD135150 for 7 shares

having a value of $40.625 15,681.25

i) 58 shares of International Telephone & Telegraph Corp., Cert. #DF483006, having a value of $51.750 3,001.50

j) 6 shares of International Telephone & Telegraph Corp., $4.00 Series K Preferred Cert. #PK/F6567, having a value of $88.00 528.00

k) 168 shares of KRM Petroleum Corp., Cert. #UBD16612, having a value of $.9375 157.50

l) 42 shares of Louisiana Land & Exploration Co., Cert. #NB-140059, having a value of $32.50 1,365.00

m) 146 shares of Louisiana-Pacific Corp. represented by:

Cert. #NB63475 for 54 shares
Cert. #NB132438 for 1 share
Cert. #NO51003 for 55 shares
Cert. #NYB60049 for 3 shares
Cert. #NYB8986 for 2 shares
Cert. #NO208180 for 2 shares
Cert. #NO156064 for 2 shares
Cert. #NY/B296750 for 3 shares
Cert. #NY/B248414 for 3 shares
Cert. #NY/B189203 for 3 shares
Cert. #NY/B126418 for 3 shares
Cert. #NY/B342070 for 3 shares
Cert. #NY/B380608 for 4 shares
Cert. #NY/B419053 for 4 shares
Cert. #NY/B454908 for 4 shares

having a value of $31.375 4,580.75

n) 750 shares of L R Company, Cert. #271, having a value of $.05 37.50

o) 69 shares of Marine Midland Banks, Inc. Cert. #16382, having a value of $83.00 5,727.00

p) 450 shares of Norfolk Southern Corp. represented by:

Cert. #N50079 for 150 shares
Cert. #N917433 for 300 shares

having a value of $27.875 12,543.75

q) 22 shares of NYNEX Corp. represented by:

Cert. #ZQ-8043-9148 for 11 shares
Cert. #ZQ-2536-2417 for 11 shares

having a value of $66.625 1,465.75

r) 44 shares of Pacific Telesis Group represented by:

Cert. #ZQ-8042-1274 for 11 shares
Cert. #ZQ-8224-3488 for 11 shares
Cert. #ZQ-8318-1090 for 22 shares

having a value of $30.875 1,358.50

s) 1208 shares of Mountain Fuel Supply Co. (now Questar Corp.) represented by:

Cert. #MO76703 for 27 shares
Cert. #M86648 for 100 shares
Cert. #M86649 for 100 shares
Cert. #MO76786 for 75 shares
Cert. #MB4067 for 302 shares
Cert. #SD6095 for 302 shares
Cert. #SD6098 for 302 shares

having a value of $33.375 40,317.00

t) 180 shares of Santa Fe Southern Pacific Corp., Cert. #101733, having a value of $18.375 3,307.50

u) 33 shares of Southwestern Bell Corp. represented by:

Cert. #ZQ-8043-4243 for 11 shares
Cert. #ZQ-8228-3341 for 22 shares

having a value of $38.875 1,282.88

v) 100 shares of Sun Oil Co. $2.25 Preferred Cert. #X67735 having a value of $122.75 12,275.00

w) 400 shares of Union Pacific Corp. represented by:

Cert. #HX038271 for 100 shares
Cert. #EX093467 for 100 shares
Cert. #LX42906 for 200 shares

having a value of $65.50 26,200.00

x) 150 shares of United States Steel Corp. (now USX Corp.) represented by:

Cert. #Z104618 for 50 shares
Cert. #Z122606 for 50 shares
Cert. #76-J139054 for 50 shares

having a value of $31.625 4,743.75

y) 22 shares of USWEST, Inc. represented by:

Cert. #ZQ-8222-8258 for 11 shares
Cert. #ZQ-8042-4819 for 11 shares

having a value $56.875 1,251.25

TOTAL VALUE OF STOCKS $ 172,935.13

ROYALTY INTERESTS

.875% royalty of all of the oil and gas and other hydrocarbons; and an undivided 14% interest in all minerals and mineral rights, except oil and gas and other hydrocarbons, in the following described lands:

In Township 25 North, Range 112 West of the Sixth Principal Meridian, Lincoln County, Wyoming:

Section 5: Lots 2 and 3

In Township 25 North, Range 113 West of the Sixth Principal Meridian, Lincoln County, Wyoming:

Section 6: Lots 2, 3, 4, 5, 7, 8, 9, 11 and 12
Section 7: Lots 1, 2 and 5, NW1/4NE1/4

In Township 25 North, Range 114 West of the Sixth Principal Meridian, Lincoln County, Wyoming:

Section 5: NW1/4NE1/4
Section 6: SE1/4NW1/4
Section 8: N1/2N1/2
Section 9: S1/2NW1/4, SW1/4NE1/4, NW1/4SE1/4

In Township 26 North, Range 112 West of the Sixth Principal Meridian, Lincoln County, Wyoming:

Section: 28: S1/2SW1/4
Section: 32: Lot 1, NE1/4SE1/4, W1/2SE1/4, NE1/4
Section: 33: Lots 4, 5, 8, W1/2NW1/4

In Township 26 North, Range 114 West of the Sixth Principal Meridian, Lincoln County, Wyoming:

Section 8: NE1/4NW1/4, SW1/4SE1/4
Section 17: SW1/4NE1/4, SW1/4SE1/4
Section 21: SW1/4SW1/4
Section 27: S1/2NW1/4
Section 28: W1/2NW1/4, SE1/4NW1/4, S1/2NE1/4
Section 32: NE1/4SE1/4

In Township 26 North, Range 115 West of the Sixth Principal Meridian, Lincoln County, Wyoming:

Section 1: Lot 4 (Resurvey Tract 37)
SW1/4NE1/4 (Resurvey Tract 43)
NW1/4SW1/4 (Resurvey Tract 41)
SW1/4SE1/4 (Resurvey Tract 42)
Section 5: Lots 3 and 4 (Resurvey Tract 38)
Section 10: NE1/4SW1/4 (Resurvey Tract 40)
Section 13: NW1/4NW1/4 (Resurvey Tract 45)
SW/14NE1/4 (Resurvey Tract 44)
Section 15: E1/2W1/2 (Resurvey Tract 46)
Section 22: NE1/4NW1/4 (Resurvey Tract 51)
Section 24: SW1/4NW1/4 (Resurvey Tract 54)
Section 25: NW1/4SW1/4 (Resurvey Tract 62)
Section 26: SE1/4NE1/4 (Resurvey Tract 61)
Section 24 and 25: Tracts 63A, 63B, 63C, 63D, 63E, 63F, 63G, 63H, 63I, 63J, 63K, 63L, 63M, 63N, 630, 63P
Section 31: NE1/4SE1/4 (Resurvey Tract 70)

In Township 27 North, Range 115 West of the Sixth Principal Meridian, Sublette County, Wyoming:

Section 28: SW1/4NW1/4 (Tract 42)
Section 29: NE1/4SE1/4 (Tract 43)
Section 32: NW1/4NE1/4 (Tract 44)
Section 33: SW1/4SW1/4 (Tract 46)

.6125% royalty of all of the oil and gas and other hydrocarbons; and an undivided 7% interest in all minerals and mineral rights, except oil and gas and other hydrocarbons, in the following described lands:

In Township 26 North, Range 115 West of the Sixth Principal Meridian, Lincoln County, Wyoming:

Section 22: SE1/4NW1/4, E1/2SW1/4
Section 27: NE1/4NW1/4 (Resurvey Tract 53)
Section 27: SW1/4NW1/4, NW1/4SW1/4
Section 28: N1/2SE1/4 (Resurvey Tract 60)

1.5625% royalty of all of the oil and gas and other hydrocarbons; and an undivided 12.5% interest in all minerals and mineral rights, except oil and gas and other hydrocarbons, in the following described lands:

In Township 23 North, Range 111 West of the Sixth Principal Meridian, Sweetwater County, Wyoming:

Section 17: Lots 13, 14, 17 and 18
(containing 176.40 acres)
Section 25: Lots 11 and 14
Section 26: Lots 13 and 14
(the two lines above containing
160.01 acres)
Section 22: Lots 4, 6, 7, SE1/4NW1/4, SW1/4NE1/4
(containing 176.54 acres)
Section 23: Lots 11, 13, 16, NW1/4SW1/4
(containing 145.32 acres)

In Township 24 North, Range 112 West of the Sixth Principal Meridian, Lincoln County, Wyoming:

Section 14: Lots 2, 4, 5, 6 and 7, SE1/4NW1/4
Section 15: Lots 1, 2, 6, 7, and 8, N1/2SW1/4
Section 23: SE1/4NE1/4, NE1/4SE1/4, N1/2NE1/4
Section 24: Lots 2, 3, and 4, SW1/4, S1/2NW1/4
Section 25: N1/2NW1/4, SE1/4NW1/4
(the five lines above containing
948.34 acres)

In Township 33 North, Range 108 West of the Sixth Principal Meridian, Sublette County, Wyoming:

Section 18: Lots 3 and 4, E1/2SW1/4
Section 19: Lots 1 and 2, E1/2NW1/4

In Township 33 North, Range 109 West of the Sixth Principal Meridian, Sublette County, Wyoming:

Section 13: E1/2SW1/4, SE1/4
Section 24: NE1/4

TOTAL VALUE OF ROYALTY INTERESTS N/A

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that said final account of the Trustee be, and same is hereby settled, allowed and approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Rock Springs Nationa Bank is hereby allowed to pay itself the sum of $1,050.67 as compensation for its services as Trustee, which sum includes five percent of the income for the accounting period being $550.67 and closing costs totaling $500.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all of remaining above-described assets be, and the same is hereby distributed, granted, conveyed and set over to Evalyn B. Patterson one-half share, Mary Catherine Paul one-quarter share, and Rose Mary Anselmi one-quarter share, to have and to hold the same unto themselves, their heirs and assigns forever.

DATED this 20th day of June, 1988

Kenneth E. Hamm

JUDGE

The document to which this certificate is attached is a true and correct copy of the original on file and of record in my office.

6-20-88

Clerk of the District Court
County of Sweetwater
State of Wyoming

L. M. Watts
Deputy

The State of Wyoming)
: ss.
County of Sweetwater)

In the District Court

Third Judicial District

In the Matter of the Estate of)
)
S. W. Asiala, deceased.)

Probate Case

No. P-87-15

FILED

JUL 8 - 1988

DONALD A. BROWN CLERK OF COURT

BY_____
DEPUTY CLERK

ORDER APPROVING FINAL REPORT AND FINAL DECREE OF DISTRIBUTION

Dorothy Mae Francis, the Personal Representative of the Estate of S. W. Asiala, deceased, having on the 31st day of May, 1988 entered and filed herein a Final Report, Accounting and Petition for Distribution, and the Court thereupon on the 31st day of May, 1988 made and entered its Order setting hearing on the Final Report and Accounting for 10:00 o'clock A.M. on the 14th day of June, 1988, and said Personal Representative having given notice as required by law that said Final Report, Accounting and Petition for Distribution was filed on the May 31, 1988 in the Office of the Clerk of Court, and that objections thereto could be filed in writing with the Clerk at any time on or before the 13th day of June, 1988, and further providing that in the event that objections were filed that the Court would issue further Order setting hearing date, as provided by law.

It appears that no objections to said Final Report, Accounting and Petition for Distribution have been made or filed in the office of the Clerk of the District Court, and said Final Report, Accounting and Petition for Distribution came on this day regularly to be heard, proof having been made to the satisfaction of the Court that notice of said hearing has been given as required by law, and the Court finds as follows:

It further appearing that S. W. Asiala was also sometimes known as Sakari Walfrid Asiala and that he died on the 10th day of February, 1987 in Alliance, Nebraska and was at the time of his death a resident of Rock Springs, Sweetwater County, Wyoming. His heirs at law and distributees named under his Last Will and Testament surviving him with their relationships, ages and residences are set forth and listed as follows:

Dorothy Mae Francis, daughter, of legal age, residing at 1208 Emerson Avenue, Alliance, Nebraska 69301

Marilyn Louise Asiala, daughter, of legal age, residing at 522 West 12th, Apt. 3, Alliance, Nebraska 69301

It further appearing that the Final Report and Accounting is in all respects true and correct and that all claims and debts against said estate, all expenses, fees and charges for administration have been fully paid, discharged and satisfied as required by law.

It further appearing that all of the property remaining in the hands of the Personal Representative is set forth and described as follows, to wit:

221276

RECORDED July 13 1988 9:00 A M
IN BOOK 54 Misc. PAGE 12
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
[redacted]LETTE COUNTY, PINEDALE, WYO[redacted]

Unimproved real property in Superior, Wyoming, described as follows: Lot One (1) in Block Five (5) of the Superior Manning Addition, Sweetwater County, Wyoming.

Unimproved real property in Pinedale, Wyoming, described as follows: Lot Five (5) in Block Five (5) of the Hennicks Second Addition to the Town of Pinedale, Sublette County, Wyoming.

One (1) 1982 3/4 ton Chevrolet Pickup Truck, V.I.N. 1GCGK24N8CF390655

C.D. #1201, North Side State Bank of Rock Springs, dated February 4, 1985, last renewal February 4, 1987, original amount $5,000.00 plus accrued interest

C.D. #1200, North Side State Bank of Rock Springs, dated February 2, 1985, last renewal February 2, 1987, original amount $3,000.00 plus accrued interest

C.D. #1199, North Side State Bank of Rock Springs, dated February 2, 1985, last renewal February 2, 1987, original amount $2,500.00 plus accrued interest

C.D. #1198, North Side State Bank of Rock Springs, dated February 2, 1985, last renewal February 2, 1987, original amount $2,500.00 plus accrued interest

65 shares, Transamerica, par value $1.00

40 shares, The Goodyear Tire and Rubber Company, common stock

12 shares IMO Delaval Inc., common stock

31 shares, Pacificorp, plus reinvestment in Shareholder Services

30 shares Tenneco, par value $5.00

7 shares North Side State Bank, common stock

Cash on hand in State Bank of Green River, $1,704.33

Cash on deposit in Alliance National Bank, Alliance Nebraska, $45,000.00

It further appearing that the Last Will and Testament of the decedent made the following provisions for the distribution of the assets of the decedent's estate:

"ARTICLE III

I give, devise and bequeath unto my daughter, Dorothy Mae Francis, my property in Pinedale, Wyoming, described as Lot Five (5) in Block Five (5) of the Hennicks Second Addition to the Town of Pinedale, Wyoming.

ARTICLE IV

I give, devise and bequeath all of the rest, residue and remainder of my property with which I may die possessed, including my residence at 935 Lincoln Avenue, Rock Springs, Wyoming, situate on Lot Six (6) in Block Seven (7) of the Prospect

Heights Addition to the City of Rock Springs, Wyoming, also including the household furnishings and effects situate or belonging to said residence, unto Dorothy Mae Francis and Becky Jo Herian, or the survivor of them or either of them if the other should decline or be unable to act, in Trust, to manage, invest and distribute the Trust property as follows:

To maintain the residence and furnishings as a home for my daughter, Marilyn Louise Asiala, for so long as my Trustees in their discretion determine this to be proper for her benefit and to otherwise sell, dispose of, invest and manage the Trust property as my Trustee or Trustees shall deem best under all of the circumstances considered in their sole discretion. To also accept conveyances and transfer of other property and funds for management in said Trust from other sources, including the beneficiary, Marilyn Louise Asiala. I further direct that after having deducted the expenses of administration of said Trust, to use so much of the income and so much out of the corpus of the Trust as my Trustees shall, in their sole discretion, deem proper for the care, maintenance and support of my said daughter, Marilyn Louise Asiala, taking into consideration her separate income, if any. The remaining income, if any, shall be accumulated. Upon the demise of my daughter, Marilyn Louise Asiala, I direct that my Trustee or Trustees shall distribute all of the accrued income and the corpus of the Trust unto my daughter, Dorothy Mae Francis, and in the event that she shall precede in death the distribution of the Trust, then the same shall go to her issue per stirpes."

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the said Final Report and Accounting of Dorothy Mae Francis, as Personal Representative, be, and the same is hereby, settled, allowed and approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that there is hereby distributed and set over to Dorothy Mae Francis the following described real property:

> Lot Five (5) in Block Five (5) of the Hennicks Second Addition to the Town of Pinedale, Sublette County, Wyoming.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all of the rest, residue and remainder of the property of the decedent be set over and distributed unto Dorothy Mae Francis and Becky Jo Herian, or the survivor of them, or either of them if the other should decline or be unable to act, in trust, as Trustees, to manage, invest and distribute the trust property as follows:

To sell, dispose of, invest and manage the trust property as said Trustees, or the acting Trustee, shall deem best under all of the circumstances considered, in their sole discretion. To also accept conveyances and transfer of other property and funds for management in said Trust from other sources, including the beneficiary, Marilyn Louise Asiala. The Trustees, or the acting Trustee, shall after having deducted the expenses of administration of said Trust, to use so much of the income and so much out of the corpus of the Trust as the Trustees, or the acting Trustee, shall, in

their sole discretion, deem proper for the care, maintenance and support of Marilyn Louise Asiala, taking into consideration her separate income, if any. The remaining income, if any, shall be accumulated. Upon the demise of Marilyn Louise Asiala, said Trustees, or the acting Trustee, shall distribute all of the accrued income and the corpus of the Trust unto Dorothy Mae Francis, and in the event that she shall precede in death the distribution of the Trust, then the trust property shall go to her issue per stirpes. The property to be distributed to the Trustees includes the following:

Unimproved real property in Superior, Wyoming, described as follows: Lot One (1) in Block Five (5) of the Superior Manning Addition, Sweetwater County, Wyoming.

One (1) 1982 3/4 ton Chevrolet Pickup Truck, V.I.N. 1GCGK24N8CF390655

C.D. #1201, North Side State Bank of Rock Springs, dated February 4, 1985, last renewal February 4, 1987

C.D. #1200, North Side State Bank of Rock Springs, dated February 2, 1985, last renewal February 2, 1987

C.D. #1199, North Side State Bank of Rock Springs, dated February 2, 1985, last renewal February 2, 1987

C.D. #1198, North Side State Bank of Rock Springs, dated February 2, 1985, last renewal February 2, 1987

65 shares, Transamerica, par value $1.00

40 shares, The Goodyear Tire and Rubber Company, common stock

12 shares IMO Delaval Inc., common stock

31 shares, Pacificorp, plus reinvestment in Shareholder Services

30 shares Tenneco, par value $5.00

7 shares North Side State Bank, common stock

Cash on hand in State Bank of Green River, $1,704.33

Cash on deposit in Alliance National Bank, Alliance Nebraska, $45,000.00

All accumulated interest on the aforedescribed Certificates of Deposit and any other interest or dividend accumulation

Any and all after discovered property or property owned by the decedent or the estate not hereinabove otherwise distributed

DONE IN OPEN COURT this 8th day of July, 1988.

Kenneth L. Hamm

JUDGE

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

DONALD A. BROWN, Clerk of the District Court of Sweetwater County, State of Wyoming

By _____ Deputy

CHECK ALL APPROPRIATE BOXES ON THIS FORM
(Delete where not applicable)

NOTICE: If child support has been ordered in this case, a wage assignment will be activated in the event of default in such support.

FILED
IN DISTRICT COURT
LA PLATA COUNTY, COLORADO
MAY 19 1988
BY
DEPUTY CLERK

DISTRICT COURT, COUNTY La Plata, COLORADO
CASE NO. 88DR19 Div/Ctrm

DECREE OF ☒ **DISSOLUTION OF MARRIAGE** ☐ **LEGAL SEPARATION**

In re the Marriage of: John K. Barnhisel aka John K. Hunter, Petitioner and Judy K. Barnhisel aka Judy K. Hunter, ☐ Respondent ☒ Co-petitioner

This matter was reviewed by the court on May 19th 1988 (date)

Petitioner
☑ Appeared in person ☐ Signed the non-appearance affidavit
☐ Was represented by

☑ Respondent ☒ Co-petitioner
☐ Was represented by
☐ Signed the non-appearance affidavit
☑ Did not appear ☐ Appeared in Person

The court has examined the record, ☐ heard the evidence and statements of
☐ read the affidavit of

and makes the following findings:

1. ☐ The court has jurisdiction over both parties based upon:
   ☒ The parties filing jointly on 2-3-88 (date) ☐ Waiver signed on (date)
   ☐ Service on (person), on (date)
   at (place)
   ☐ The court has jurisdiction over in-state property by quasi in rem publication.
   ☐ The court has only subject matter jurisdiction by publication by consolidated notice, or certified mail.
2. The Petitioner was domiciled in Colorado for ninety days before this case was filed.
3. At least ninety days have passed since service or completion of publication.
4. The marriage between the parties is irretrievably broken.
5. ☒ The separation agreement between the parties
   ☒ which is attached as Exhibit "A"
   ☐ which has been read into the record and will be filed by the parties on or before
   ☐ which is described on the reverse of this decree
   has been considered by the court and is found not to be unconscionable as to support, maintenance, and division of property.
6. ☐ The court has entered permanent orders which shall be filed by (date)
   ☐ The court finds it is in the best interest of the parties that a decree be entered even though there is no permanent order on this date.
7. ☐ The provisions regarding custody and visitation are in the best interest of the children and the named custodian is fit and proper to have custody.
8. ☐ The name change request is not detrimental to the interest of any person.
9. ☐ The attached support order becomes a part of this decree.

The Court therefore ORDERS:

☒ The marriage is dissolved and a Decree of Dissolution of Marriage is entered.

☐ A Decree of Legal Separation is entered. The parties are advised that either may, six (6) months from this date, apply for entry of a decree of Dissolution of Marriage, which will be granted upon proof of notice to the other party.

Each party shall perform the applicable provisions of the separation agreement, permanent orders, or non-appearance affidavit.

☒ The custody of the minor children, ~~is granted to~~ La Plata with Judy with reasonable visitation to Dan with a modified child support

☐ The is granted a restoration of name to

THE COURT FURTHER ORDERS:

Attorney for petitioner — Date

Attorney for Co-petitioner/Respondent — Date

District Court Judge — Date: 19 May 88

Recommended by:

District Court Referee — Date

No. 251. Rev. 8-87. DECREE Bradford Publishing, 5825 W. 6th Ave., Lakewood, CO 80214—(303) 233-6900 8-87

(2)

cc: to both parties

EXHIBIT "A"

SEPARATION AGREEMENT

All real and personal property in Colorado and Wyoming owned jointly or separately by John K. Barnhisel aka John K. Hunter and/or Judy K. Barnhisel aka Judy K. Hunter shall be the property of John K. Barnhisel aka John K. Hunter and he shall be solely responsible for all debts of both parties, and all mortgages or liens of record in Colorado and Wyoming as of February 1, 1988

EXCEPT

1975 Chevrolet pickup and 1987 Plymouth to be the property of Judy K. Barnhisel aka Judy K. Hunter.

John K Barnhisel aka John K Hunter
Petitioner

Judy K Barnhisel Judy K Hunter
Co-petitioner

STATE OF COLORADO
COUNTY OF LA PLATA

Subscribed under oath before me on 02/03/88.

Paula K. Peterson
~~Notary Public~~ Deputy
~~Address~~

My commission expires:

District Court, County of La Plata
State of Colorado
Sixth Judicial District
Certified to be a full, true and correct copy of original in my custody.
SEAL
Dated JUL - 7 1988
Clerk DOROTHY CULP
Deputy Paula K Peterson

221280

RECORDED July 13 1988 11:30 AM
IN BOOK 54 Misc PAGE 16
FEES $ 6.00 Mary L Rankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A. Cheeney, Deputy

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 8th day of July, 1988, between THORNTON GROVE and DONNA GROVE, husband and wife, as Sellers, and EDWIN CRAIG DELONG and CHERYL PHY DELONG, 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 follows, to-wit:

> Unit 4, Lot 6, of the Orcutt Hill Subdivision, Sublette County, Wyoming, as the same appears of record on the official map or plat thereof as 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 easements and rights-of-way of record or in use; reservations and restrictions of record; prior mineral reservations of record; reservations and restrictions contained in U.S. Patents; and,
SUBJECT 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, Page 30 of Miscellaneous Records, in the office of County Clerk, Sublette County, Wyoming.

NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
NO PROPOSED DOMESTIC WATER SOURCE.

Buyer's address for tax purposes is P.O. Box 731, Pinedale, WY 82941.

There are many other covenants in the original Agreement For Deed of which each party has a copy.

DATED this 8th day of July, 1988.

SELLERS:

Thornton Grove
THORNTON GROVE

Donna Grove
DONNA GROVE

BUYERS:

Edwin Craig DeLong
EDWIN CRAIG DELONG

Cheryl Phy DeLong
CHERYL PHY DELONG

221282

RECORDED July 13 1988 11:30AM
IN BOOK 54 MISC PAGE 18
FEES $6.00 mary l. lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carola. Cheeney, Deputy

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum of Agreement** was acknowledged before me by THORNTON GROVE and DONNA GROVE, this 8th day of July, 1988.

WITNESS my hand and official.

John Gay
NOTARY PUBLIC

My Commission Expires: [redacted]

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum of Agreement** was acknowledged before me by EDWIN CRAIG DELONG and CHERYL PHY DELONG, this 8th day of July, 1988.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

BOISE CASCADE CORPORATION,

Plaintiff,

vs.

PAUL BRADSHAW, d/b/a PAUL BRADSHAW DISTRIBUTING, FIRST NATIONAL BANK OF PINEDALE, a National Banking Organization, and CHRIS MOORE,

Defendants.

Civil Action No. 3352

221286

RECORDED July 13 1988 3:10 P.M.
IN BOOK 54 Misc. PAGE 20
FEES 8.00 Mary L. Corbell COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

FILED
BY: [signature]
JUL 13 1988
DIANE E. NEAL
CLERK OF DISTRICT COURT
PINEDALE, WYO.

FIRST NATIONAL BANK OF PINEDALE, a National Banking Organization,

Cross-Claimant,

vs.

PAUL BRADSHAW, d/b/a PAUL BRADSHAW DISTRIBUTING, a/k/a PAUL D. BRADSHAW,

Cross-Defendant.

SHERIFF'S FORECLOSURE DEED

WHEREAS, there was entered in the above-captioned action on the 11th day of December, 1984, a Partial Summary Judgment directing that the real property hereinafter described be sold and the proceeds applied to the sums due under that certain Mortgage dated May 27, 1983, between PAUL D. BRADSHAW, as Mortgagor, and the FIRST NATIONAL BANK OF PINEDALE, as Mortgagee, and recorded on June 1, 1983, at Book 39 of Mortgages, page 618 in the office of the County Clerk of Sublette County, Wyoming; and,

WHEREAS, said Partial Summary Judgment provided that the sum of $48,192.08 was declared to be a paramount lien to any claims of the aforesaid Mortgagor to the real property described hereinafter and that said sum was due under the aforedescribed Mortgage and should be recovered from the sale of the real property described hereafter together with all costs of sale and continuing interest and costs; and,

WHEREAS, the real property described hereafter was sold at public sale on the 19th day of April, 1985, after being duly advertised according to law with the purchaser being the FIRST NATIONAL BANK OF PINEDALE for a bid of $50,167.68; and,

WHEREAS, a Sheriff's Return of Sale was duly made on the 19th day of April, 1985 reporting the details of said sale and duly filed with the Court in the above-captioned matter; and,

WHEREAS, there was issued to the FIRST NATIONAL BANK OF PINEDALE

on the 19th day of April, 1985 a Certificate of Sale showing the terms of the purchase of the real property described hereafter and the fact that a deed would be issued to the FIRST NATIONAL BANK OF PINEDALE if the concerned real property was not redeemed within the time allowed by law; and,

WHEREAS, on the 26th day of April, 1985, the Court did enter its Order Confirming Sale wherein that aforementioned Sheriff's Return of Sale was approved and the undersigned was directed to execute a proper conveyance of the real property described hereafter to the FIRST NATIONAL BANK OF PINEDALE following the statutory redemption period; and,

WHEREAS, the statutory period within which the Mortgagor could redeem did elapse on the 20th day of January 1986; and,

WHEREAS, there are no judgment creditors entitled to an additional thirty (30) day period of redemption,

NOW, THEREFORE,

KNOWN ALL MEN BY THIS DEED, that I, Jack Cain, Sheriff of the County of Sublette, in consideration of the premises, have granted and sold and do hereby convey to the FIRST NATIONAL BANK OF PINEDALE and its assigns the real property described on Appendix "A" hereto, to have and to hold the described premises with all appurtenances to the said FIRST NATIONAL BANK OF PINEDALE and its assigns forever.

WITNESS my hand and seal this 13th day of July, 1988.

Jack Cain
JACK CAIN
Sheriff of Sublette County

BY: Hank Ruland
Undersheriff

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by JACK CAIN, Sheriff of Sublette County, by and through HANK RULAND, Undersheriff, this 13th day of July, 1988.

WITNESS my hand and official seal.

Diane Ellen Shubberg
NOTARY PUBLIC
CLERK OF DISTRICT COURT

My ~~Commission~~ Term Expires: 1/91

APPENDIX "A"

Lot Three (3), Redstone New Fork Subdivision, Sublette County, Wyoming 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, 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; and, to prior mineral reservations of record.

THE STATE OF WYOMING
COUNTY OF SUBLETTE
I, DIANE E. NEAL, 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: .....

Form 2800-14
(August 1985)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Issuing Office:
Pinedale Resource Area
Serial Number:
WYW ~~0173??~~ 89598

RIGHT-OF-WAY GRANT

1. A right-of-way is hereby granted pursuant to:

   a. Title V of the Federal Land Policy and Management Act of October 21, 1976, (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

   a. By this instrument, the holder, George McQuain, Box 282, Big Piney, WY 83113, receives a right to construct, operate, maintain, and terminate an ranch/residential access road on public lands (or Federal land for RLA Rights-of-Way) described as follows:

T. 31 N., R. 110 W. 6th P.M., Sublette County, WY
Section 34: SE¼SE¼.

   b. The right-of-way area granted herein is 12 feet wide, 370 feet long and contains .10 acres, more or less.

   c. This instrument shall terminate on 26 June 2018, 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable federal law or regulation.

   d. This instrument may be renewed. If renewed, the right-of-way shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

   e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

221292

RECORDED July 15 1989 9:50 A.M.
IN BOOK 54 Misc. PAGE 23
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

W-89589

4. Terms and Conditions:

a. This grant is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.

c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.

d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A & B, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

George McQuain
(Signature of Holder)

Dennis Stinger
(Signature of Authorized Officer)

(Title)

Acting Area Manager
(Title)

6-27-88
(Date)

6-27-88
(Effective date of grant)

THE STATE OF
COUNTY
CLERK
SUBLETTE COUNTY

Before Me, Mary L. Lankford a County Clerk in and for SUBLETTE COUNTY, State of Wyoming, personally appeared George McQuain, Dennis Stinger and he being first duly sworn by me upon his oath, says that the facts alleged in the foregoing instrument are true.

Witness my hand and official seal.

Mary L Lankford
Mary L. Lankford
By: Mary Riley Deputy Clerk

My Term Expires: 1-7-91

1. 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.

2. The Holder of this authorization shall immediately bring any paleontological resources or fossils discovered as a result of operations under this authorization to the attention of the Authorized Officer. The Holder shall suspend all activities in the vicinity of such discovery until notified to proceed by the Authorized Officer. The Authorized Officer will evaluate, or will have evaluated, such discoveries not later than 5 working days after being notified, and will determine what action shall be taken with respect to such discoveries. The decision as to the appropriate measures to mitigate adverse effects to significant paleontological resources will be made by the Authorized Officer after consulting with the Holder. The Holder may be responsible for the cost of any investigations necessary for the evaluation, and for any mitigative measures.

3. The Holder 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/operations under this grant. The Holder 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 of or 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 calender year that covers the proposed activities for the next fiscal year (i.e., December 1, 1983, deadline for a fiscal year 1985 action). If need for emergency use of pesticides is identified, the use must be approved by the Authorized Officer. 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.

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. The road shall be maintained in a safe and useable condition

Exhibit B

EXHIBIT A


MESA SPRINGS
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CERTIFICATE OF SALE

I, Jack N. Cain, Sheriff of Sublette County, State of Wyoming, do hereby certify, pursuant to the terms and conditions of a certain mortgage dated November 19, 1979, given by Mountain Meadow Improvement, Inc., a Wyoming corporation , as mortgagor, to American Fertilizer and Chemical Company, (now known as CEPEX American, Inc.), as mortgagee, which mortgage was duly recorded in the Office of the County Clerk of Sublette County, Wyoming on November 19, 1979, in Book 32 of Mortgages at Page 225; and pursuant to an Order Permitting Foreclosure Sale entered by the Ninth Judicial District Court for the County of Sublette, State of Wyoming on May 11, 1988 in Civil Action No. 3926, which Order allows CEPEX American, Inc. to foreclose its security interest in the following-described property; and pursuant to a Notice of Real Estate Mortgage Foreclosure of said mortgage which was duly published for a period of four consecutive weeks on June 23, June 30, July 7 and July 14, 1988, in the Pinedale Roundup, a newspaper of general circulation, published in the County of Sublette, State of Wyoming, a copy of which Notice of Real Estate Mortgage Foreclosure is attached hereto and incorporated herein by reference and made a part of this Certificate of Sale; at the hour of 10:00 a.m. in the forenoon on July 15, 1988 at the front door of the Sublette County Courthouse, Pinedale, Wyoming, I did offer for sale at public vendue to the highest and best bidder, for cash, hereinafter described lands and premises, and that CEPEX American, Inc. did bid at said sale the sum of $ $75,000 , which was the highest and best bid for said property.

I further certify that I first offered to sell a part or parcel of said land less than the whole thereof, if applicable, but could obtain no bid for any parcel of said land, and I then offered the whole of said tract described as follows:

> The E1/2S1/2 of Block 1, Cooley 1st Addition to the Town of Pinedale, Sublette County, Wyoming.
>
> TOGETHER WITH all improvements and appurtenances thereunto appertaining, SUBJECT TO easements and rights-of-way of record or in use, SUBJECT TO reservations and restrictions of record.

and that CEPEX American, Inc. offered and bid for the whole of said premises the above-stated amount.

That the same being the highest and best bid I could obtain for said premises by reason of said sale, the same was sold to CEPEX American, Inc. for the sum of $ $75,000 .

I further certify that out of the sum so received, the same was applied toward the discharge of the debt for which same was sold including the expense of publication of the notice of sale, my fee as officer selling said property and attorneys fees. Attached hereto and incorporated herein is an Affidavit of an attorney admitted generally to practice in this state representing the mortgagee, or its assignee, the party instituting this foreclosure. Also attached hereto and incorporated herein is an Affidavit reflecting that written notice of intent to foreclose the mortgage by advertisement and sale was served upon the mortgagor and record owner by Certified Mail, return receipt requested.

I further certify that unless said premises as so sold are redeemod as provided by law before four (4) months from the date of July 15, 1988, the said purchaser, CEPEX American, Inc. will be entitled to a deed to the same, conveying to it all of the right, title and interest of the said mortgagor in and to the above-described premises.

DATED July 15, 1988.

JACK N. CAIN, SHERIFF
SUBLETTE COUNTY, WYOMING

Jack N. Cain

By: Dawn Ruland
Deputy Sheriff

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

I, Jan Riley, a Notary Public in and for the County of Sublette, State of Wyoming, do hereby certify that Hank Ruland, who is personally known to me to be the person whose name is subscribed to the foregoing Certificate of Sale and {Deputy} Sheriff of the County of Sublette, State of Wyoming, and designated therein as such officer, appeared before me this July 15, 1988, in person and acknowledged that he signed, sealed and delivered said instrument, in writing, as his free and voluntary act as {Deputy} Sheriff of Sublette County, State of Wyoming, for the use and purposes therein set forth.

Witness my hand and official seal.

JAN RILEY - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Oct. 2, 1989

Jan Riley
Notary Public

My Commission Expires: 10-2-89

221296

RECORDED July 15 19 88 10:05 AM
IN BOOK 54 Misc. PAGE 27
FEES $ 28.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

IN THE NINTH JUDICIAL DISTRICT COURT

FOR THE COUNTY OF SUBLETTE, STATE OF WYOMING

Civil Action No. 3926

CEPEX AMERICAN, INC., a Delaware Corporation,

Plaintiff,

vs.

MOUNTAIN MEADOW IMPROVEMENT, INC., a Wyoming Corporation, DARRELL D. WALKER, VERNA L. WALKER, AMCOR, INC., a Utah Corporation, AGRIBASICS COMPANY, a Division of ConAgra, Inc., a Delaware Corporation, SHARP BROTHERS SEED COMPANY, a Colorado Corporation, CULVERTS & INDUSTRIAL SUPPLY CO., a Wyoming Corporation, and IDAHO GRIMM GROWERS WAREHOUSE CORPORATION, an Idaho Corporation,

Defendants.

ORDER PERMITTING FORECLOSURE SALE

THIS MATTER having come before the Court upon the Stipulation of all parties appearing herein, and the Court having reviewed the pleadings and being otherwise advised in the premises;

IT IS HEREBY ORDERED that Plaintiff, Cepex American, Inc., may immediately commence foreclosure pertaining to property more particularly described as:

> The E1/2S1/2 of Block 1, Cooley 1st Addition to the Town of Pinedale, Sublette County, Wyoming.
>
> TOGETHER WITH all improvements and appurtenances thereunto appertaining, SUBJECT TO easements and rights of way of record or in use, SUBJECT TO reservations and restrictions of record,

in accordance with the laws of the State of Wyoming.

IT IS FURTHER ORDERED that this Order shall be deemed to be a Default Judgment against all defendants herein against whom default has previously been entered, namely all defendants which are not parties to the Stipulation filed herein.

IT IS FURTHER ORDERED that the results of this sale shall be reported to the Court for the purposes of obtaining an Order confirming that sale.

FILED

BY:

MAY 12 1988

DIANE E. NEAL
CLERK OF DISTRICT COURT
PINEDALE, WYO.

DATED this 11 day of May, 1988.

Robert B. Ranck
District Court Judge

NOTICE OF REAL ESTATE FORECLOSURE SALE

Default having occurred on that certain Mortgage dated November 19, 1979, given by Mountain Meadow Improvement, Inc., a Wyoming corporation to American Fertilizer and Chemical Company, now known as Cepex American, Inc., to secure the payment of a Promissory Note in the original amount of $132,824.96 of even date therewith, which Mortgage embraced the following-described real property:

The E1/2S1/2 of Block 1, Cooley 1st Addition to the Town of Pinedale, Sublette County, Wyoming.

TOGETHER WITH all improvements appurtenances thereunto appertaining, SUBJECT TO easements and rights-of-way of record or in use, SUBJECT TO reservations and restrictions of record.

which Mortgage was duly recorded on November 19, 1979 in Book 32 of Mortgages at Page 223, in the Office of the County Clerk of Sublette County, Wyoming; and

WHEREAS, the default has occurred by reason of the failure of the Mortgagor to pay the principal and interest due thereon when the same became due and payable, and other defaults of performance under the terms of the Mortgage and the Promissory Note secured thereby, and the Mortgage providing that the entire balance will become due at the option of the Mortgagee or its Assignees upon default, and the Mortgagee hereby electing to declare the entire debt secured thereby to be due and payable as provided by law; and

WHEREAS, an Order Permitting Foreclosure Sale was entered on May 11, 1988 by the District Court for the Ninth Judicial District of the State of Wyoming in and for the County of Sublette, in Civil Action No. 3926, which Order allows Plaintiff, Cepex American, Inc., to foreclose the mortgage described above;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that the above-described real property will be offered for sale and sold by the Sheriff of Sublette County, or his deputy, to the highest and best bidder for cash, at public vendue, at the hour of 10:00 a.m., or as soon thereafter as the Sheriff can reasonably conduct the sale, on July 15, 1988; that the amount due and owing as of June 1, 1988 is $322,792.30 (unpaid principal, interest, and title report fee), together with additional interest to date of sale from June 23, 1988, attorney's fees and costs of the foreclosure action; said sale to take place at the front door of the Sublette County Courthouse, Pinedale, Wyoming.

DATED June 23, 1988.

JACK N. CAIN,
SUBLETTE COUNTY SHERIFF

Publish in the Pinedale Roundup on June 23, June 30, July 7 and July 14, 1988.

PUBLICATION

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

I, Todd Adams, being first dully sworn, deposes and says that he is the Editor of The Pinedale Roundup, a weekly newspaper published at Pinedale, in said County and State, that the annexed notice was published in 4 consecutive issues of said paper and not in a supplement, the first publication thereof being of the 23 day of June, 1988 and the last publication thereof on the 14 day of July, 1988

Todd Adams

Subscribed in my presence and sworn to before me this 14 day of July, 1988

Disney Brunette
Notary Public

My Commission expires October 7, 1990

Disney Brunette
County of Sublette
My Commission Expires
Notary Public
State of Wyoming
Oct. 7, 1990

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

AFFIDAVIT

Gregory C. Dyekman, being first duly sworn upon his oath, deposes and states as follows:

1. That he is an attorney for CEPEX American, Inc., (formerly known as American Fertilizer and Chemical Company), which corporation is the current holder of that certain real estate mortgage covering real property described as:

> The E1/2S1/2 of Block 1, Cooley 1st Addition to the Town of Pinedale, Sublette County, Wyoming.
>
> TOGETHER WITH all improvements and appurtenances thereunto appertaining, SUBJECT TO easements and rights-of-way of record or in use, SUBJECT TO reservations and restrictions of record.

which mortgage is dated November 19, 1979, and was executed by Mountain Meadow Improvement, Inc., a Wyoming corporation to American Fertilizer and Chemical Company, (now known as CEPEX American, Inc.), as mortgagee, which mortgage was duly recorded in the Office of the County Clerk of Sublette County, Wyoming on November 19, 1979, in Book 32 of Mortgages at Page 225.

2. That on June 6, 1988, notices of intent to foreclose, copies of which are attached hereto, were addressed to the mortgagors and record owners at their last known addresses, and mailed by certified mail, return receipt requested, with copies addressed to all known persons in possession, and all known parties of interest, and mailed by certified mail, as follows:

Mountain Meadow Improvement, Inc.,
c/o Darrell D. Walker, Registered Agent
104 North Bridger
Pinedale, WY 82941

Darrell D. Walker
P.O. Box 239
Pinedale, WY 82941

Verna L. Walker
P.O. Box 239
Pinedale, WY 82941

Andrew L. Breffeilh
P.O. Box 2578
Jackson, WY 83001

Gregory C. Dyekman
Gregory C. Dyekman

Subscribed and sworn to before me by Gregory C. Dyekman this 7th day of July, 1988.

Witness my hand and official seal.

Debra L. Patterson
Notary Public

Debra L. Patterson - Notary Public
County of Laramie
State of Wyoming
My Commission Expires January 21, 1991

Dray, Madison & Thomson

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

204 EAST 22ND STREET

CHEYENNE, WYOMING 82001-3799

W. PERRY DRAY
DOUGLAS G. MADISON
WILLIAM J. THOMSON
JOHN E. MASTERS
GREGORY C. DYEKMAN
EDWARD F. MURRAY III
ROBERT T. McCUE

TELEPHONE
AREA CODE 307
634-8891

CERTIFIED MAIL NO. P-496 606 194
RETURN RECEIPT REQUESTED

June 6, 1988

Mountain Meadow Improvement, Inc.
c/o Darrell D. Walker, Registered Agent
104 North Bridger
Pinedale, WY 82941

Re: Real Estate Mortgage to American Fertilizer and Chemical Company, now known as CEPEX American
Legal description: The E1/2S1/2 of Block 1, Cooley 1st Addition to the Town of Pinedale, Sublette County, Wyoming.

Dear Mr. Walker:

I am writing to you in your capacity as registered agent for Mountain Meadow Improvement, Inc. Pursuant to that certain mortgage executed by Mountain Meadow Improvement, Inc., a Wyoming corporation to American Fertilizer and Chemical Company, now known as CEPEX American, dated November 19, 1979, which mortgage secured the note of even date therewith, as well as that promissory note dated January 20, 1981, which note served as an extension of the obligation dated November 19, 1979, YOU ARE HEREBY NOTIFIED:

1. CEPEX American hereby declares the following sums secured by the above-referenced mortgage to be immediately due and payable:

Outstanding principal:	$113,674.72
Accumulated and unpaid interest: (through 6/1/88)	208,377.58
Title report fee:	740.00
TOTAL:	*$322,792.30

*Does not include attorney's fees and additional foreclosure costs.

2. CEPEX American hereby gives notice of its intent to foreclose in accordance with Wyoming law and pursuant to an Order of the Court dated May 11, 1988. Therefore, if payment in full is not received within ten (10) days after the mailing of this notice, we shall begin foreclosure proceedings pursuant to law.

If you have any questions regarding this matter, please feel free to contact us or an attorney of your choice.

Yours truly,
DRAY, MADISON & THOMSON, P.C.

Gregory C. Dyekman

Gregory C. Dyekman
GCD:dlp

Enclosure: Notice required by the Fair Debt Collection Practices Act

cc: CEPEX American
Darrell D. Walker (Certified Mail No. P-496 606 195)
Verna L. Walker (Certified Mail No. P-496 606 196)
Andrew L. Breffeilh, Esq. (Certified Mail No. P-496 606 197)
Copy Sent Regular Mail

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery.
3. Article Addressed to: MOUNTAIN MEADOW IMPROVEMENTS, INC C/O DARRELL D. WALKER, REGISTERED AGENT 104 NORTH BIRCH KINGSDALE, WY 82916
4. Article Number P-496 606 194
Type of Service: ☐ Registered ☐ Certified ☐ Express Mail ☐ Insured ☐ COD
Always obtain signature of addressee or agent and DATE DELIVERED.
5. Signature – Addressee X
6. Signature – Agent X
7. Date of Delivery JUN 8 1988
8. Addressee's Address (ONLY if requested and fee paid)
PS Form 3811, Feb. 1986 DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery.
3. Article Addressed to: ANDREW L. BREFFEILH P.O. BOX 3078 JACKSON, WY 83001
4. Article Number P-496 606 197
Type of Service: ☐ Registered ☐ Certified ☐ Express Mail ☐ Insured ☐ COD
Always obtain signature of addressee or agent and DATE DELIVERED.
5. Signature – Addressee X
6. Signature – Agent X Stephanie Palmer
7. Date of Delivery 6.8.88
8. Addressee's Address (ONLY if requested and fee paid)
PS Form 3811, Feb. 1986 DOMESTIC RETURN RECEIPT

Dray, Madison & Thomson

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

204 EAST 22ND STREET

CHEYENNE, WYOMING 82001-3799

W PERRY DRAY
DOUGLAS G MADISON
WILLIAM J THOMSON
JOHN E MASTERS
GREGORY C BYERMAN
EDWARD F MURRAY III
ROBERT T McCUE

TELEPHONE
AREA CODE 307
634-8891

CERTIFIED MAIL NO. P-496 606 195
RETURN RECEIPT REQUESTED

June 6, 1988

Darrell D. Walker
P.O. Box 239
Pinedale, WY 82941

Re: Real Estate Mortgage to American Fertilizer and Chemical Company, now known as CEPEX American
Legal description: The E1/2S1/2 of Block 1, Cooley 1st Addition to the Town of Pinedale, Sublette County, Wyoming.

Dear Mr. Walker:

I am writing to you as a signator on those certain promissory notes dated November 19, 1979 and January 20, 1981, which notes are secured by the above-referenced mortgage. Pursuant to that certain mortgage executed by Mountain Meadow Improvement, Inc., a Wyoming corporation to American Fertilizer and Chemical Company, now known as CEPEX American, dated November 19, 1979, which mortgage secured the note of even date therewith, as well as that promissory note dated January 20, 1981, which note served as an extension of the obligation dated November 19, 1979, YOU ARE HEREBY NOTIFIED:

1. CEPEX American hereby declares the following sums secured by the above-referenced mortgage to be immediately due and payable:

Outstanding principal:	$113,674.72
Accumulated and unpaid interest: (through 6/1/88)	208,377.58
Title report fee:	740.00
TOTAL:	*$322,792.30

*Does not include attorney's fees and additional foreclosure costs.

2. CEPEX American hereby gives notice of its intent to foreclose in accordance with Wyoming law and pursuant to an Order of the Court dated May 11, 1988. Therefore, if payment in full is not received within ten (10) days after the mailing of this notice, we shall begin foreclosure proceedings pursuant to law.

If you have any questions regarding this matter, please feel free to contact us or an attorney of your choice.

Yours truly,
DRAY, MADISON & THOMSON, P.C.

Gregory C. Dyekman

Gregory C. Dyekman
GCD:dlp

Enclosure: Notice required by the Fair Debt Collection Practices Act

cc: CEPEX American
Andrew L. Breffeilh, Esq. (Certified Mail No. P-496 606 197)
Copy Sent Regular Mail

10

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☑ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery.

3. Article Addressed to:
DARRELL D. WALKER
P.O. BOX 239
PINEDALE, WY 82941

4. Article Number
P-496 606 195

Type of Service:
☐ Registered ☐ Insured
☐ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
X

6. Signature — Agent
X

7. Date of Delivery
JUN 9 1988

8. Addressee's Address *(ONLY if requested and fee paid)*

PS Form 3811, Feb. 1986 DOMESTIC RETURN RECEIPT

Dray, Madison & Thomson

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

204 EAST 22ND STREET

CHEYENNE, WYOMING 82001-3799

W PERRY DRAY
DOUGLAS G MADISON
WILLIAM J THOMSON
JOHN E MASTERS
GREGORY C DYEKMAN
EDWARD F MURRAY III
ROBERT T McCUE

TELEPHONE
AREA CODE 307
634-8891

CERTIFIED MAIL NO. P-496 606 196
RETURN RECEIPT REQUESTED

June 6, 1988

Verna L. Walker
P.O. Box 239
Pinedale, WY 82941

Re: Real Estate Mortgage to American Fertilizer and Chemical Company, now known as CEPEX American
Legal description: The E1/2S1/2 of Block 1, Cooley 1st Addition to the Town of Pinedale, Sublette County, Wyoming.

Dear Mrs. Walker:

I am writing to you as a signator on those certain promissory notes dated November 19, 1979 and January 20, 1981, which notes are secured by the above-referenced mortgage. Pursuant to that certain mortgage executed by Mountain Meadow Improvement, Inc., a Wyoming corporation to American Fertilizer and Chemical Company, now known as CEPEX American, dated November 19, 1979, which mortgage secured the note of even date therewith, as well as that promissory note dated January 20, 1981, which note served as an extension of the obligation dated November 19, 1979, YOU ARE HEREBY NOTIFIED:

1. CEPEX American hereby declares the following sums secured by the above-referenced mortgage to be immediately due and payable:

Outstanding principal:	$113,674.72
Accumulated and unpaid interest: (through 6/1/88)	208,377.58
Title report fee:	740.00
TOTAL:	*$322,792.30

*Does not include attorney's fees and additional foreclosure costs.

2. CEPEX American hereby gives notice of its intent to foreclose in accordance with Wyoming law and pursuant to an Order of the Court dated May 11, 1988. Therefore, if payment in full is not received within ten (10) days after the mailing of this notice, we shall begin foreclosure proceedings pursuant to law.

If you have any questions regarding this matter, please feel free to contact us or an attorney of your choice.

Yours truly,
DRAY, MADISON & THOMSON, P.C.

Gregory C. Dyekman

Gregory C. Dyekman
GCD:dlp

Enclosure: Notice required by the Fair Debt Collection Practices Act

cc: CEPEX American
Andrew L. Breffeilh, Esq. (Certified Mail No. P-496 606 197)
Copy Sent Regular Mail

10

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☑ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery.

3. Article Addressed to:
VERNA L. WALKER
P.O. BOX 239
PINEDALE, WY 82941

4. Article Number
P-496 606 197

Type of Service:
☑ Registered ☑ Certified ☐ Express Mail ☐ Insured ☐ COD

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
X

6. Signature — Agent
X

7. Date of Delivery
JUN 9 1988

8. Addressee's Address *(ONLY if requested and fee paid)*

PS Form 3811, Feb. 1986

DOMESTIC RETURN RECEIPT

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

AFFIDAVIT

Gregory C. Dyekman, being first duly sworn upon his oath, deposes and states as follows:

1. That he is an attorney at law admitted to practice in the State of Wyoming, is a member of the law firm of Dray, Madison & Thomson, P.C., 204 East 22nd Street, Cheyenne, Wyoming 82001, and that said firm represents CEPEX American, Inc., (formerly known as American Fertilizer and Chemical Company), which corporation is the current holder of that certain real estate mortgage covering real property described as:

> The E1/2S1/2 of Block 1, Cooley 1st Addition to the Town of Pinedale, Sublette County, Wyoming.
>
> TOGETHER WITH all improvements and appurtenances thereunto appertaining, SUBJECT TO easements and rights-of-way of record or in use, SUBJECT TO reservations and restrictions of record.

which mortgage is dated November 19, 1979, and was executed by Mountain Meadow Improvement, Inc., a Wyoming corporation to American Fertilizer and Chemical Company, (now known as CEPEX American, Inc.), as mortgagee, which mortgage was duly recorded in the Office of the County Clerk of Sublette County, Wyoming on November 19, 1979, in Book 32 of Mortgages at Page 225.

2. That default has been made in the payment of said mortgage and that the mortgagee or current holder of the mortgage has proceeded to foreclose said mortgage pursuant to an Order Permitting Foreclosure Sale entered May 11, 1988 by the Ninth Judicial District Court for the County of Sublette, State of Wyoming in Civil Action No. 3926.

3. That under the terms of said mortgage the mortgagee is entitled to recover an attorney's fee and that a reasonable attorney's fee in this case is the sum of $3,137.67.

4. There has not been and is no agreement, express or implied between CEPEX American, Inc. and its attorneys in this matter, nor between the said attorneys and any other person for sharing or division of the attorney's fees as allowed by said mortgage and as added to the debt therein involved.

5. The attorney's fee as allowed by said mortgage represents compensation for services actually rendered in the foreclosure proceedings by the affiant.

6. This Affidavit is given pursuant to W.S. Sec. 34-4-112, 1977.

Gregory C. Dyekman
Gregory C. Dyekman

Subscribed and sworn to before me by Gregory C. Dyekman this 7th day of July, 1988.

Witness my hand and official seal.

Debra L. Patterson - Notary Pu.
County of Laramie State Wyo...
My Commission Expires January 21, 19..

Debra L. Patterson
Notary Public

40

STATE OF COLORADO
UNIFORM COMMERCIAL CODE — FINANCING STATEMENT - COLORADO U.C.C.-1 (Rev. 1-78)

INSTRUCTIONS

1. PLEASE TYPE this form. Do not write in Box 3.
2. If collateral is CROPS, state in Box 4, "The above described crops are growing or are to be grown on: (Describe Real Estate concerned)."
3. If collateral is or will become FIXTURES, or is TIMBER TO BE CUT, or is MINERALS OR OTHER SUBSTANCES OF VALUE WHICH MAY BE EXTRACTED FROM THE EARTH OR ACCOUNTS RESULTING FROM THE SALE THEREOF AT THE WELLHEAD OR MINEHEAD, CHECK ☒ "This Financing Statement is to be filed for record in the Real Estate records," in Box 4 and state if applicable. "The above goods are, or are to become, fixtures on (describe real estate)," or where appropriate, substitute either, "The above timber is standing on (describe real estate)," or, "The above minerals or other substances of value which may be extracted from the earth or accounts resulting from the sale thereof at the wellhead or minehead of the well or mine located on (describe real estate)." Describe real estate concerned sufficient as if it were contained in a mortgage of the real estate to give constructive notice of the mortgage under the law of this State. If the debtor does not have an interest of record in the realty, give the name of a record owner of the real estate concerned in Box 4.
4. If the space provided for any item on the form is inadequate, the item should be continued on additional sheets, that are 8½x11. Please do not staple or tape additional sheets directly on this form.
5. Remove Secured Party and Debtor copies, and send 3 copies with interleaved carbon paper still intact to the filing officer.
6. At the time of original filing, the filing officer will return third copy as an acknowledgment. If acknowledgment copy is to be returned to other than the Secured Party, please enclose a self-addressed envelope.

IMPORTANT — Read instructions before filling out form

This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) Name and Mailing Address:

White Pine Ski Area Limited
Partnership
Box ~~833~~ 1444
Pinedale, Wyoming 82941
Federal Taxpayer ID# 83-0249079

2. Secured Party(ies) Name and Address:

First Wyoming Bank-Big Piney
440 Budd Avenue
Big Piney, Wyoming 83113

Federal Taxpayer ID# 83-0263631

3. For Filing Officer (Date, Time, Number and Filing Office)

221340
SUBLETTE COUNTY, WYOMING
JULY 19, 1988 8:00 a.m.
MARY L. LANKFORD, COUNTY CLERK
BY: Carol A. Greeney Deputy
BOOK 54 MISC PAGE 40

4. This Financing Statement covers the following types (or items) of property:
(WARNING: If collateral is crops, fixtures, timber, or minerals or other substances to be extracted or accounts resulting from the sale thereof, read instructions above.)

See Exhibit A attached hereto and incorporated herein by this reference.

The record owner of the real property is the United States Forest Service.

5. Name and address of Assignee of Secured Party:

Check only if applicable
☒ This Statement is to be filed for record in the real estate records.
☒ Products of collateral are also covered.

6. This statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral
(Please check appropriate box)
☐ already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state;
☐ which is proceeds of the original collateral described above in which a security interest was perfected;
☐ as to which the filing has lapsed; or
☐ acquired after a change of name, identity or corporate structure of the debtor.

7. Check only if applicable: ☐ The Debtor is a transmitting utility.

White Pine Ski Area Limited Partnership
Richard R. Oglesby — Title
Signature(s) of Debtor(s)

Use whichever signature line is applicable

First Wyoming Bank-Big Piney [SEAL]
Steve Cook — Title
Signature(s) of Secured Party(ies)

Form approved by the Secretary of State and the County Clerks and Recorders Association

(1) FILING OFFICER COPY

No. 600. COLORADO FORM U.C.C. 1 (REV. 1-78)
Bradford Publishing (303) 233-6900

STATE OF WYOMING Sublette COUNTY ss:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7-1-88 (date) BY Richard R. Oglesby (person acknowledging)

MY COMMISSION EXPIRES November 12, 1991

Ola A. Miley
Notary Public

OLA A. MILEY - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 12, 1991

EXHIBIT A

All of the following-described property and the Debtor's rights, title and interest in such property whether now owned or hereafter acquired by the Debtor and wheresoever located:

(a) All accounts, cash, chattel paper, contract rights, documents, equipment, farm products, general intangibles, goods, instruments and inventory;

(b) All fixtures, including, but not limited to, the fixtures located or to be located on the real property described on Exhibit B attached hereto and incorporated herein by this reference;

(c) All minerals or the like including, but not limited to, all oil, gas, casinghead gas, and drip gasoline whether stored or delivered to pipelines that is located on or related to the real property described on Exhibit B;

(d) All United States Department Government (including, but not limited to, United States Department of Agriculture, United States Forest Service, United States Bureau of Land Management leases, contracts, and agreements), oil and gas operating agreements, oil and gas working interest agreements, oil and gas royalty agreements, and other leases, contracts, and agreements (including, but not limited to the leases, contracts, and agreements pertaining to the real property described on Exhibit B) and the rents, profits, rights and remedies in connection therewith;

(e) All United States Government (including, but not limited to, United States Forest Service, United States Department of Agriculture, and United States Bureau of Land Management), State of Wyoming, and other permits and licenses pertaining to any of the foregoing;

(f) All monies and savings, checking or other banking accounts deposited or maintained with the Secured Party;

(g) All accessions, accessories, additions, amendments, attachments, modifications, replacements and substitutions to any of the foregoing;

(h) All proceeds and products of any of the foregoing;

(i) All policies of insurance pertaining to any of the foregoing as well as any proceeds and unearned premiums pertaining to such policies; and

(j) All books and records pertaining to any of the foregoing.

EXHIBIT B

Sections 20, 21, 28, 29 and 33, Township 35 North, Range 108 West from the 6th P.M., Sublette County, Wyoming.

STATE OF COLORADO

UNIFORM COMMERCIAL CODE — FINANCING STATEMENT - COLORADO U.C.C.-1 (Rev. 1-78)

INSTRUCTIONS

1. PLEASE TYPE this form. Do not write in Box 3.
2. If collateral is CROPS, state in Box 4, "The above described crops are growing or are to be grown on: (Describe Real Estate concerned)."
3. If collateral is or will become FIXTURES, or is TIMBER TO BE CUT, or is MINERALS OR OTHER SUBSTANCES OF VALUE WHICH MAY BE EXTRACTED FROM THE EARTH OR ACCOUNTS RESULTING FROM THE SALE THEREOF AT THE WELLHEAD OR MINEHEAD, CHECK ☒ "This Financing Statement is to be filed for record in the Real Estate records," in Box 4 and state if applicable, "The above goods are, or are to become, fixtures on (describe real estate)," or where appropriate, substitute either, "The above timber is standing on (describe real estate)," or, "The above minerals or other substances of value which may be extracted from the earth or accounts resulting from the sale thereof at the wellhead or minehead of the well or mine located on (describe real estate)." Describe real estate concerned sufficient as if it were contained in a mortgage of the real estate to give constructive notice of the mortgage under the law of this State. If the debtor does not have an interest of record in the realty, give the name of a record owner of the real estate concerned in Box 4.
4. If the space provided for any item on the form is inadequate, the item should be continued on additional sheets, that are 8½x11. Please do not staple or tape additional sheets directly on this form.
5. Remove Secured Party and Debtor copies, and send 3 copies with interleaved carbon paper still intact to the filing officer.
6. At the time of original filing, the filing officer will return third copy as an acknowledgment. If acknowledgment copy is to be returned to other than the Secured Party, please enclose a self-addressed envelope.

IMPORTANT— Read instructions before filling out form

This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code.

3. For Filing Officer (Date, Time, Number and Filing Office)
221341
SUBLETTE COUNTY, WYOMING
JULY 19, 1988 8:00 a.m.
MARY L. LANKFORD, COUNTY CLERK
BY: Carol A. Cheney Deputy
BOOK 54 MISC PAGE 43

1. Debtor(s) Name and Mailing Address:
White Pine Lodge, Inc.
Box ~~823~~ 1444
Pinedale, Wyoming 82941

Federal Taxpayer ID# 83-0248106

2. Secured Party(ies) Name and Address:
First Wyoming Bank-Big Piney
440 Budd Avenue
Big Piney, Wyoming 83113

Federal Taxpayer ID# 83-0263631

4. This Financing Statement covers the following types (or items) of property:
(WARNING: If collateral is crops, fixtures, timber, or minerals or other substances to be extracted or accounts resulting from the sale thereof, read instructions above.)

See Exhibit A attached hereto and incorporated herein by this reference.

The record owner of the real property is the United States Forest Service.

5. Name and address of Assignee of Secured Party:

Check only if applicable
☒ This Statement is to be filed for record in the real estate records.
☒ Products of collateral are also covered.

6. This statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral
(Please check appropriate box)
☐ already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state;
☐ which is proceeds of the original collateral described above in which a security interest was perfected;
☐ as to which the filing has lapsed; or
☐ acquired after a change of name, identity or corporate structure of the debtor.

7. Check only if applicable: ☐ The Debtor is a transmitting utility.

~~White Pine Lodge, Inc.~~
[SEAL] Richard R Oglesby
Signature(s) of Debtor(s) Title

~~First Wyoming Bank-Big Piney~~ [SEAL]
Use whichever signature line is applicable.
Signature(s) of Secured Party(ies) Title

Form approved by the Secretary of State and the County Clerks and Recorders Association

(1) FILING OFFICER COPY

No. 600. COLORADO FORM U.C.C. 1 (REV. 1-78)
Bradford Publishing (303) 233-6900

STATE OF WYOMING Sublette COUNTY ss:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS
7-1-88 BY Richard R. Oglesby
date person acknowledging

MY COMMISION EXPIRES November 12, 1991

Ola A. Miley
Notary Public

OLA A. MILEY - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 12, 1991

EXHIBIT A

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(c) All minerals or the like including, but not limited to, all oil, gas, casinghead gas, and drip gasoline whether stored or delivered to pipelines that is located on or related to the real property described on Exhibit B;

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(e) All United States Government (including, but not limited to, United States Forest Service, United States Department of Agriculture, and United States Bureau of Land Management), State of Wyoming, and other permits and licenses pertaining to any of the foregoing;

(f) All monies and savings, checking or other banking accounts deposited or maintained with the Secured Party;

(g) All accessions, accessories, additions, amendments, attachments, modifications, replacements and substitutions to any of the foregoing;

(h) All proceeds and products of any of the foregoing;

(i) All policies of insurance pertaining to any of the foregoing as well as any proceeds and unearned premiums pertaining to such policies; and

(j) All books and records pertaining to any of the foregoing.

EXHIBIT B

Sections 20, 21, 28, 29 and 33, Township 35 North, Range 108 West from the 6th P.M., Sublette County, Wyoming.

EASEMENT

DONALD JENSEN and MARILYN S. JENSEN, husband and wife, of the County of Sublette, State of Wyoming, Grantors, owners of the following-described real property, to-wit:

The Northwest Quarter of the Southwest Quarter ($NW\frac{1}{4}$ $SW\frac{1}{4}$) of Section 4, Township 31 North, Range 106 West of the 6th Principal Meridian, and the North One-half of the Southeast Quarter ($N\frac{1}{2}$ $SE\frac{1}{4}$) of Section 5, Township 31 North, Range 106 West of the 6th Principal Meridian, Sublette County Wyoming,

in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells and conveys to Janet D. Tibbals, a single person, and Greg P. Stainbrook and Joni A. Stainbrook, husband and wife, their heirs, executors and administrators an easement and right of access, ingress and egress over, across and through a part of the above described lands, thirty (30) feet in width over the existing road with a survey description to be attached at a later date.

This easement is for the benefit and use of Janet D. Tibbals, a single person, and Greg P. Stainbrook and Joni A. Stainbrook, husband and wife, their heirs, executors and administrators. Future sale of the land this easement is granted for will require a renegotiation of this easement by the prospective buyers.

221383 DATED this 20th day of July, 1988

RECORDED July 21 AD 88 10:00 AM
IN BOOK 54 Misc. PAGE 46
FEES $ 4.00 Mary L. Lockhart COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Donald Jensen
DONALD JENSEN

Marilyn S. Jensen
MARILYN S. JENSEN

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

The foregoing Easement was acknowledged before me this 20th day of July, 1988, by DONALD JENSEN and MARILYN S. JENSEN, husband and wife.

WITNESS my hand and official seal.

JAN RILEY - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Oct. 2, 1989

Jan Riley
NOTARY PUBLIC

My Commission Expires: 10-2-89

THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

OF THE STATE OF WYOMING IN AND FOR SUBLETTE COUNTY

Probate No. 1267

The Matter Of The Estate Of	)
	)
BEN H. GREENBERG,	)
	)
Deceased.	)

ORDER ADMITTING FOREIGN PROBATE PROCEEDINGS

The Petition For Adoption of Foreign Probate in the Estate of Ben H. Greenberg, Deceased, filed by Dora Harriet Greenberg, Independent Executrix of the Estate of Ben H. Greenberg, Deceased, having come on this day to be heard and the Court having reviewed the pleadings filed herein and no objections having been lodged against said Petition and the Court being fully advised, finds as follows:

1. Notice of this hearing was given as required by law and this Court has jurisdiction of the subject matter.

2. No creditor of said deceased and no party claiming title to or interest in any property of said estate adverse to that of said estate or the heirs of said estate has appeared herein.

3. Said deceased at the time of his death was the owner of the following described mineral interests:

7.5% of a 5% over-riding royalty interest in certain oil and gas leases, including but not limited to two United States oil and gas leases identified as Serial No. Cheyenne 082277, dated June 1, 1950 and Serial No. Wyoming 01676, dated June 1, 1950 on the following described real estate situated in Sublette County, Wyoming:

Township 29, North, Range 113 West of 6th P.M.	
Section 27:	S½
Section 28:	W½, SE¼, S½NE¼
Section 29:	N½
Section 30:	E½NW¼; E½; E½SW¼; Lots 1, 2, 3, 4
Section 31:	E½NW¼; NE¼; Lots 1, 2, 3, 4
Section 33:	E½; NW¼

221407

-1-

RECORDED July 25 19 88 10:00 AM
IN BOOK 54 Misc. PAGE 47
FEES $6.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

47

FILED
BY: Cathy Cotton deputy
JUL 12 1988
DIANE E. NEAL
CLERK OF DISTRICT COURT
PINEDALE, WYO.

4. Said deceased left no other property, real, personal, or mixed, requiring probate in the State of Wyoming.

5. The sole distributee under the Last Will and Testament of Ben H. Greenberg is as follows:

a. Dora Harriet Greenberg
P.O. Box 6301
Corpus Christi, TX 78466-6301

6. The Estate of Ben H. Greenberg, Deceased, having been duly probated and settled in the State of Texas by a proceeding in Nueces County, Texas Court, Probate Cause No. 15247, the Probate of said Estate may be allowed and recorded in the State of Wyoming pursuant to law.

7. The assets of Ben H. Greenberg, Deceased, located in Wyoming have been duly appraised in the amount of $559.00 and all Wyoming inheritance taxes have been paid as required by law.

NOW, THEREFORE,

IT IS HEREBY ORDERED that the authenticated copies filed herein of the proceedings probating said estate in the State of Texas, be, and they are hereby admitted to record in this Court, and they shall be considered and treated from this time as original proceedings in this Court for the probate of a domestic will and they shall have the same force and effect as the original probate of a domestic will, and shall be conclusive evidence of the facts shown therein, including the fact of devolution and distribution of the above-described mineral interests to Dora Harriet Greenberg.

Dated: July 11 1988.

Robert B. Planck
DISTRICT JUDGE

STATE OF WYOMING
COUNTY OF SUBLETTE

I, DIANE E. NEAL, 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

JUN 3 1988

AFFIDAVIT FOR COLLECTION OF PERSONAL PROPERTY PURSUANT TO WYOMING STATUTES SECTION 2.1.201, 202

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

AFFIANTS, MERRILL REES and MARLIN K. JENSEN, Trustees of the Avis P. Polson Revocable Trust established by Agreement dated April 9, 1975, being sworn, state that:

1. This Affidavit is made for the purpose of collecting personal property of Avis P. Polson, who died on May 10, 1987, a resident of Big Piney, Sublette County, Wyoming.

2. Affiants make this Affidavit as successors of the decedent, by virtue of the fact that the Avis P. Polson Revocable Trust, of which the Affiants are Trustees, is the sole devisee of the Last Will and Testament of Avis P. Polson, deceased, which Last Will and Testament was executed by the decedent on April 9, 1975.

3. The fair market value of the entire estate of the decedent, wherever located, less liens and encumbrances, does not exceed $30,000.

4. At least thirty days have elapsed since the death of the decedent.

5. No application or petition for the appointment of a personal representative is pending or has been granted in any

221434

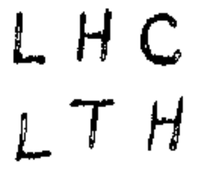
RECORDED July 26 19 88 3:45 P M
IN BOOK Misc 54 PAGE 49
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

JUN 3 1988

jurisdiction and no other distributees of decedent have applied to succeed to property under probate proceedings.

6. The successors of the decedent are entitled to payment or delivery of any indebtedness owed to the decedent, any tangible personal property belonging to the decedent, and any instruments evidencing a debt, obligation, stock or chose in action belonging to the decedent.

7. Such indebtedness, personal property and instruments include the following:

The   brand as presently registered with the Wyoming Livestock Board.

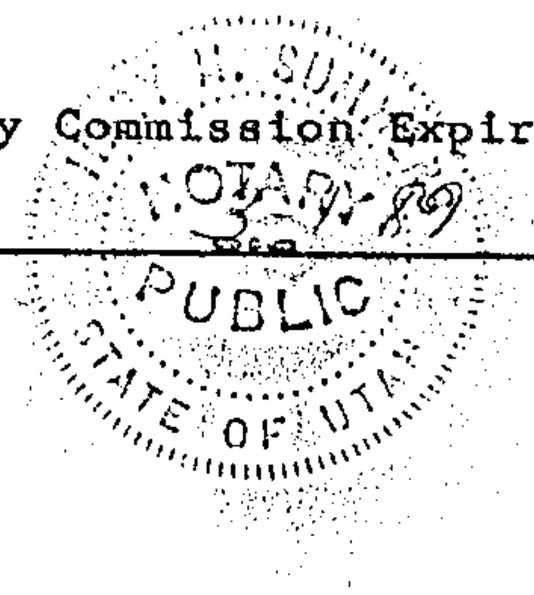
DATED this 25th day of May, 1988.

Merrill Rees
MERRILL REES
P. O. Box 518
Big Piney, WY 83113
Telephone: (307) 276-3437

SUBSCRIBED AND SWORN to before me this 25 day of May, 1988.

Mary M. Summers
NOTARY PUBLIC
Residing at: Ogden, Utah

My Commission Expires:
3-27-89



JUN 3 19[illegible]

MARLIN K. JENSEN
2404 Washington Blvd. #900
Ogden, Utah 84401
Telephone: (801) 394-5783

SUBSCRIBED AND SWORN to before me this 25 day of May, 1988.

NOTARY PUBLIC
Residing at: Ogden, Utah

My Commission Expires:
5-31-89

AFFIDAVIT OF SURVIVORSHIP

The State of Wyoming)
) §
County of Sweetwater)

Numa N. Grubb, a/k/a Numa W. Grubb, of legal age, being first duly sworn, deposes and says:

1. That she was married to Calvin Jake Grubb, a/k/a Calvin J. Grubb, on the 2nd day of February, 1946, and that they remained wife and husband until the 19th day of February, 1984, and that on the 19th day of February, 1984, Calvin Jake Grubb, a/k/a Calvin J. Grubb, died in Salt Lake City, Salt Lake County, State of Utah. That the deponent is a person interested in the title to the hereinafter described real property.

2. That on the 8th day of July, 1988, Lillian C. Ellsworth, Trustee of the Louis B. Ellsworth Trust, conveyed by Warranty Deed to Calvin J. Grubb and Numa N. Grubb, husband and wife, and Monroe C. Grubb and Mary Grubb, husband and wife, as joint tenants with right of survivorship, the following described real property:

Lots Numbered Fifty-Seven (57) and Eighty-two (82), Unit D of the Green River Ranch Subdivision, as said Lots are laid down and described on the duly recorded plat of said Subdivision on file and of record in the Office of the County Clerk and Ex-Officio Register of Deeds within and for the County of Sublette, state of Wyoming, together with all improvements situate thereon and appertaining thereto; subject, however, to prior exceptions, conditions, easements, rights-of-way, mining and mineral reservations and other reservations of record.

3. That Numa N. Grubb was one of the grantees named in said Warranty Deed and Calvin Jake Grubb, a/k/a Calvin J. Grubb, who died on the 19th day of February, 1984, was another of said grantees named in said Warranty Deed; that the Calvin J. Grubb named in said Warranty Deed was one and the same person as the Calvin Jake Grubb, a/k/a Calvin J. Grubb, who died on the 19th day of February, 1984, in Salt Lake City, Salt Lake County, State of Utah.

4. That at the time said Deed was made, delivered and recorded, Numa N. Grubb, a/k/a Numa W. Grubb, and Calvin Jake Grubb, a/k/a Calvin J. Grubb, were wife and husband; that they and Monroe C. Grubb and Mary Grubb, husband and wife, received said property as joint tenants with right of survivorship and held the same continuously as joint tenants with right of survivorship until the 19th day of February, 1984, the date of death of Calvin Jake Grubb, a/k/a Calvin J. Grubb.

5. That upon the death of Calvin Jake Grubb, a/k/a Calvin J. Grubb, his interest as a joint tenant with right of survivorship of said property herein described terminated and that deponent, Numa N. Grubb, a/k/a Numa W. Grubb, and Monroe C. Grubb and Mary Grubb became the owners of said property as the surviving joint tenants.

6. That there is attached hereto and recorded herewith a copy of the original Death Certificate of said decedent certified by the public authority in whose office such original Death Certificate is a matter of record.

Numa N. Grubb
Numa N. Grubb, a/k/a Numa W. Grubb

Subscribed and sworn to before me by Numa N. Grubb, a/k/a Numa W. Grubb, this 25th day of July, 1988.

Witness my hand and official seal.

Ellen Smith
Notary Public

(SEAL)

My commission expires: 5-8-90

221441

RECORDED July 27 19 88 11:15AM
IN BOOK Misc 54 PAGE 52
FEES 6.00 Mary Lawford COUNTY CLERK
SUBLETTE CO[illegible]RK

Form is classified as PRIVATE under the Utah Information Practices Act

CERTIFICATE OF DEATH

STATE OF UTAH - DEPARTMENT OF HEALTH

LOCAL FILE NUMBER 18-623

STATE FILE NUMBER

2

DECEDENT PERSONAL DATA

NAME OF DECEDENT (1. FIRST / MIDDLE / LAST)	SEX	RACE (White, Black, Am. Indian, etc.) Specify	DATE OF DEATH (Month, Day, Year)
1. Calvin Jake GRUBB	2. Male	3. White	4. February 19, 1984

WAS DECEDENT OF SPANISH ORIGIN?	DATE OF BIRTH (Month, Day, Year)	AGE (Last Birthday)	IF UNDER 1 year		IF UNDER 24 HOURS	
YES ☐ NO ☒ If yes, indicate type: Mexican ☐ Puerto Rican ☐ Cuban ☐ Other ☐ (If other, specify) 5.	6. March 5, 1920	7. 63 Yrs.	Months	Days	Hours	Minutes

BIRTHPLACE (State or foreign country)	CITIZEN of what country	Never Married ☐ Married ☒ Widowed ☐ Divorced ☐	EDUCATION—(Specify only highest grade completed) Elementary or Secondary (0-12) College (13-16 or 17+)	SOCIAL SECURITY NUMBER
8. Iowa	9. U.S.A.	10.	11. 10	12. 482-12-2995

USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)	KIND OF BUSINESS OR INDUSTRY	NAME of surviving spouse (If wife, enter maiden name)
13a. Equipment Operator	13b. County of Sweetwater (Wyoming)	14. Numa Walker

NAME OF FATHER	MAIDEN NAME OF MOTHER	Was decedent ever in U.S Armed Forces?
15. Glade Grubb	16. Mary Etta Munn	17. YES ☒ NO ☐

USUAL RESIDENCE

USUAL RESIDENCE—(Street address or location)	INSIDE CITY LIMITS?	NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT
18a. 227 Virginia Street	18b. YES ☒ NO ☐	19. Mrs. Numa W. Grubb (wife) 227 Virginia Street Rock Springs, Wyoming 82901

CITY OR TOWN	COUNTY	STATE AND ZIP CODE
18c. Rock Springs	18d. Sweetwater	18e. Wyoming 82901

PLACE OF DEATH

NAME of hospital, nursing home or other institution where death occurred (If outside an institution, give street address or location.)	Inpatient ☐ E.D. patient ☐ DOA ☐	CITY OR TOWN	COUNTY
20a. Bonneville Conv. Center		20b. Salt Lake City	20c. Salt Lake

MEDICAL EXAMINER OR PHYSICIAN'S CERTIFICATION

MEDICAL EXAMINER: I hereby certify that to the best of my knowledge the death occurred at the hour, date and place stated above from the causes stated below based on examination of the body and/or investigation of the circumstances.
21a. Decedent was pronounced dead at: HOUR _____ DATE _____

PHYSICIAN (I hereby certify that to the best of my knowledge the death occurred at the hour, date and place stated above from the causes stated below, that I attended the decedent and I last saw the decedent alive on) 21d. month Feb day 19 year 1984

If not certified by medical examiner, was death reported to him? YES ☐ NO ☒
If yes, enter the date and hour reported M.E. Case No. _____
22. HOUR _____ MO _____ DAY _____ YEAR _____

PHYSICIAN'S name and title (Type or print) 21e. GEORGE R. EDISON, M.D.

PHYSICIAN'S address (Type or print) 21f. 1320 East 5th South, Suite A8, Salt Lake City, Utah 84102-3291

PHYSICIAN'S signature 21b. [signature] TIME of death (24 hr. clock) 21c. 2025

DATE SIGNED (Month, Day, Year) 21d. 2/23/84

UTAH PHYSICIAN LICENSE NUMBER 21h. 3242

FUNERAL DIRECTOR AND LOCAL REGISTRAR

Burial ☐ Removal ☒ Entombment ☐ Cremation ☐ Other ☐ 23a.	DATE 23b. Feb.19,1984	SIGNATURE of Funeral Director 24. [signature]	FUNERAL HOME (Name and complete address or license number) 25. Perkes Funeral Home, P.C. Green River, Wyoming 82935

NAME AND LOCATION OF CEMETERY OR CREMATORY	LOCAL REGISTRAR—Signature	Date accepted for registration by local registrar 28.
26. Riverview Cemetery Green River, Sweetwater Co., Wyoming	27. [signature]	Feb. 27, 1984

CAUSE OF DEATH

PART I. DEATH WAS CAUSED BY: (Enter only one cause per line for A, B and C)

CONDITIONS IF ANY WHICH GAVE RISE TO THE IMMEDIATE CAUSE (A), STATING THE UNDERLYING CAUSE LAST.

		Interval between onset and death
IMMEDIATE CAUSE: (A)	Acute myocardial infarction	9 weeks
DUE TO, OR AS A CONSEQUENCE OF (B)		
DUE TO, OR AS A CONSEQUENCE OF (C)		

29.

PART II. OTHER SIGNIFICANT CONDITIONS—CONTRIBUTING TO DEATH, BUT NOT RELATED TO THE IMMEDIATE CAUSE GIVEN IN PART I.

30.

AUTOPSY YES ☐ NO ☒ 31a.

IF YES, were findings considered in determining cause of death? YES ☐ NO ☐ 31b.

INJURY INFORMATION

Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Undetermined if Injured Accidently or Purposely ☐ 32.	DATE of Injury (Month, Day, Year) 33a.	TIME OF INJURY (24 Hour Clock) 33b.	INJURY AT WORK? YES ☐ NO ☐ 34.	PLACE OF INJURY (Specify home, farm, factory, freeway, street, office buildings, etc.) 35.

LOCATION OF INJURY—STREET AND NUMBER OR LOCATION AND CITY OR TOWN. 36a.	Distance from place of injury to usual residence (Item 18) 36b. Miles	Were laboratory tests done for drugs or toxic chemicals? 37. YES ☐ NO ☐	Were laboratory tests done for alcohol? 38. YES ☐ NO ☐

DESCRIBE HOW INJURY OCCURRED (enter sequence of events which resulted in injury, NATURE OF INJURY SHOULD BE ENTERED IN ITEM 29) IV

If motor vehicle accident, specify if decedent was driver, passenger or pedestrian. 40.

ehs - 12 Rev 10/83

54

Released Book 15 & Pg 87

1—Amd. 1-62

WHEN RECORDED MAIL TO

Name
Street Address
City & State

American Funding
7069 South Highland Dr.
Salt Lake City, Utah 84121

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST
WITH ASSIGNMENT OF RENTS

This Deed of Trust, made this 26th day of July, 19 88, between Joseph W. Hyde and Norma Hyde, whose address is ~~P.O. Box 91, Willard Utah 84340~~ P.O. BOX 13 Cora, Wyoming 82925 (Street and number) (City) (State), as TRUSTOR, Associated Title Company, a Utah corporation, as TRUSTEE, and H. D. Funding, as BENEFICIARY,

Witnesses: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in Sublette County County, State of ~~Utah~~ Wyoming.

The North East one Quarter of the South West one quarter of Section 8, Township 36 North, Range 110 West. Situate in Sublette County, Wyoming.

221456

RECORDED July 28 19 88 12:10 PM
IN BOOK 54 Misc PAGE 54
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

For the Purpose of Securing:

(1) payment of the indebtedness evidenced by a promissory note of even date hereof in the principal sum of $ 30,000.00 made by Trustor, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or ad-

vances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

To Protect The Security of This Deed of Trust, Trustor Agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property Trustor further agrees:

(a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(b) To allow Beneficiary to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In the event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary, instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Trustor shall fail to provide satisfactory hazard insurance, the Beneficiary may procure, on the Trustor's behalf, insurance in favor of the Beneficiary alone. If insurance cannot be secured by the Trustor to provide the required coverage, this will constitute an act of default under the terms of this Deed of Trust.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

6. To pay to Beneficiary monthly, in advance, an amount, as estimated by Beneficiary in its discretion, sufficient to pay all taxes and assessments affecting said property, and all premiums on insurance therefor, as and when the same shall become due.

7. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

8. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of Eighteen per annum until paid, and the repayment thereof shall be secured hereby.

9. To pay to Beneficiary a "late charge" of not to exceed five cents (5¢) for each One Dollar ($1.00) of each payment due hereunder or due pursuant to the aforesaid promissory note of even date hereof which is more than fifteen (15) days in arrears. This payment shall be made to cover the extra expense involved in handling delinquent payments.

IT IS MUTUALLY AGREED THAT:

10. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

11. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Deed of Trust and the note for endorsement (in case of full reconveyance, for cancellation and retention) without affecting the liability of any person for the payment of the indebtedness secured hereby, and without releasing the interest of any party joining in this Deed of Trust, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof; (d) grant any extension or modification of the terms of this loan; (e) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable trustee's fees for any of the services mentioned in this paragraph.

12. As additional security, Trustor hereby assigns to Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Deed of Trust and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Deed of Trust to any such tenancy, lease or option.

13. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

14. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

15. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

16. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

17. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

18. Trustor agrees to surrender possession of the hereinabove described Trust property to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Trustor.

19. Upon the occurence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

20. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

21. This Deed of Trust shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

22. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

23. This Deed of Trust shall be construed according to the laws of the State of Utah.

24. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

Signature of Trustor

Joseph W. Hyde

Norma Hyde

STATE OF UTAH
County of Salt Lake } ss.

On the 26th day of July, A.D. 19 88 personally appeared before me Joseph W. Hyde and Norma Hyde
the signer S of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires: 28 June 1990

Notary Public, Residing at
Salt Lake City, Utah

STATE OF UTAH
County of Salt Lake } ss.

On the 28th day of July, A.D. 1988 personally appeared before me Norma Hyde
and _____, who being by me duly sworn did say, each for himself, that he, the said _____ is the NA President, and he, the said _____, is the NA Secretary of _____, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ and _____ each duly acknowledged to the that said corporation executed the same and that the seal affixed is the seal of said corporation.

My term ~~Commission~~ expires: January 7 1991

Mary L. Lankford, County Clerk
Notary Public, Residing at
Vol A. Utah

AFFIDAVIT OF IDENTITY

STATE OF WYOMING
ss
COUNTY OF SUBLETTE

Kathryn Johnsey of lawful age, being first duly sworn, deposes and says, that he/she was/is well acquainted with Al Foster

and with Albert I. Foster

as mentioned in the chain of title to the following described land:

Lot 10, Meadow Canyon Estates Subdivision, Sublette County, Wyoming

of Section 11, Township 30N, Range 112W County of Sublette and State of Wyoming, and affiant positively knows that said Al Foster and Albert I. Foster are one and the same person, notwithstanding the discrepancy in the names.

Further affiant saith not.

Kathryn Johnsey

NOTARY PUBLIC

The foregoing instrument was acknowledged before me by Kathryn Johnsey this 5th day of July 1988. Witness my hand and official seal.

Brian A. Sawyer
Notary Public

Brian A. Sawyer
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires
3-1-92

My commission expires March 1, 1992

221468

RECORDED July 29 IN 88 4:00 P M
IN BOOK Misc 54 PAGE 57
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Litzler

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 29th day of July, 1988, between JOHN C. COMETTO and MARIE E. COMETTO, husband and wife, as Sellers, and HAROLD GENE EVERSULL and DARLEEN DIEHL, as Buyers. The Sellers did agree to sell and the Buyers did agree to buy a certain tract of real property described as follows, to-wit:

Lots Thirteen (13) and Fourteen (14), Block Seven (7), Jones Addition to the Town of Pinedale, Sublette County, Wyoming;

TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in the U.S. patents or of record and to easements and rights-of-way of record or in use; and, to prior mineral reservations of record.

Buyers' address for tax purposes is 1300 New Hampshire #11, Rock Springs, WY 82901.

There are many other covenants in the original Agreement For Deed of which each party has a copy.

DATED this 29th day of July, 1988.

221497

SELLERS:

John C. Cometto
JOHN C. COMETTO

Marie E. Cometto
MARIE E. COMETTO

RECORDED Aug 1 19 88 2:25 PM
IN BOOK 54 Misc. PAGE 58
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

BUYERS:

Harold Gene Eversull
HAROLD GENE EVERSULL

Darleen Diehl
DARLEEN DIEHL

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing **Memorandum of Agreement** was acknowledged before me by JOHN C. COMETTO and MARIE E. COMETTO, this 29th day of July, 1988.

WITNESS my hand and official seal.

VINCENT J. HORN, JR. NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires May 10, 1991

NOTARY PUBLIC

My Commission Expires: 5/10/91

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum of Agreement** was acknowledged before me by

HAROLD GENE EVERSULL and DARLEEN DIEHL, this 1st day of August, 1988.

WITNESS my hand and official seal.

Aileen M Bailey
NOTARY PUBLIC

My Commission Expires:

Aileen M. Bailey
County of
Sublette
My Commission Expires

Notary Public
State of
Wyoming
Sept. 17, 1990

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made and entered into this 22ND day of APRIL, 1988, by and between VICTOR D. DEARMIJO, a single person, and VICTORIA ARNOLD, a single person, hereinafter referred to as "Sellers," of 809 McCarty, Rock Springs, Sweetwater County, State of Wyoming, and PAT HRUSKA, SR. and SHIRLEY A. HRUSKA, husband and wife, and BRETT D. WILDER and KAYANNE HRUSKA WILDER, husband and wife, hereinafter referred to as "Buyers," of 96 Second Street, Rock Springs, Sweetwater County, Wyoming.

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THAT CERTAIN CONTRACT ENTERED INTO BY THE PARTIES ON THE 22ND DAY OF APRIL, 1988, TO BE EFFECTIVE THE 22ND DAY OF APRIL, 1988, IT IS MUTUALLY AGREED THAT:

1. Sellers have sold, granted, conveyed, assured and warranted to Buyers, and Buyers have purchased all of the following described real property:

> Lot No. Forty-Seven (47) 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 thereon, and easements, appurtenances and incidents belonging or appertaining thereto, or used in connection therewith, and all water and water rights, ditches and ditch rights thereunto appertaining; subject, however, to all mining, mineral and other exceptions, reservations, conditions and rights of way of record; subject, further, to reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; subject, further, to prior mineral reservations of record; and subject, further, to restrictions governing Big Country Ranches Fourth Filing 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.

2. Sellers have executed a good and sufficient Warranty Deed conveying title to the above-described property to Buyers and have placed said deed in escrow at The Rock Springs National Bank, Rock Springs, Wyoming, for delivery to Buyers upon payment by Buyers of the full consideration for said property upon the terms and conditions set forth in the Agreement.

3. This Memorandum of Agreement is incidental and subordinate to the terms of the Agreement, and in the event of any conflict between the Agreement and this Memorandum of Agreement, the terms of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year hereinabove first written.

221508

RECORDED August 2 1988 4:00 PM
IN BOOK 54 Misc PAGE 60
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

SELLERS:

Victor D. Dearmijo
VICTOR D. DEARMIJO

Victoria Arnold
VICTORIA ARNOLD

BUYERS:

Pat Hruska Sr.
PAT HRUSKA, SR.

Shirley A. Hruska
SHIRLEY A. HRUSKA

Brett D. Wilder
BRETT D. WILDER

Kayanne Hruska Wilder
KAYANNE HRUSKA WILDER

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 22nd day of April, 1988, by Victor D. Dearmijo, a single person.

Witness my hand and official seal.

My commission expires:

August 1, 1989

Linda A. Knudsen
Notary Public

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 22nd day of April, 1988, by Victoria Arnold, a single person.

My commission expires:

August 1, 1989

Linda A. Knudsen
Notary Public

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 22nd day of April, 1988, by Pat Hruska, Sr. and Shirley A. Hruska, husband and wife.

My commission expires:

August 1, 1989

Linda A. Knudsen
Notary Public

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 22nd day of April, 1988, by Brett D. Wilder and Kayanne Hruska Wilder, husband and wife.

My commission expires:

August 1, 19

Linda A. Knudsen
Notary Public

A G R E E M E N T

WHEREAS, the VAN Ditch conveys water from Green River under Permits Nos. 2009, 4453Enl. and 1780Enl. for the irrigation of lands owned by Charles P. McAlister and the Miller Land and Livestock Company amongst others; and

WHEREAS, lands irrigable by Miller Land and Livestock Company have priority dates of 12 November 1898, 13 September 1907 and 11 June 1925; and

WHEREAS, the lands irrigable by Charles P. McAlister have only the priority date of 11 June 1925; and

WHEREAS, the lands irrigable under the Moffit Ditch to be transferred into the said Van Ditch have a priority date of 14 July 1898; and

WHEREAS, the said McAlister is concerned that with his late priority date that his lands would be deprived of water during years of regulation with those lands with the earlier right being given a full supply before his lands receive any allocation;

NOW, THEREFORE BE IT AGREED, in consideration of the consent of McAlister to have the Moffit Ditch transferred to the Van Ditch that any water turned into the said Van Ditch in accordance with the present rights will be utilized within the system without respect to priority dates but will be allocated as fairly as possible on an acreage basis with each acre sharing and sharing alike any available water.

DATED at Pinedale, Wyoming this 7th day of January, 1988.

MILLER LAND AND LIVESTOCK COMPANY
by Robert M. Miller, President

Robert M Miller

Charles P. McAlister

E. Farley P. McAlister

221544

7 January 1988
van.agr-88A

RECORDED Aug. 4 1988 10:46 A.M.
IN BOOK 54 Misc. PAGE 62
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF WYOMING)
COUNTY OF SUBLETTE)SS...

On this 7th day of January 1988, before me personally appeared Robert M. Miller to me personally known, who being by me duly sworn, did say that he is the President of Miller Land and Livestock Co. and that the seal affixed to said instrument is the corporate seal of the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and Robert M. Miller acknowledged said instrument to be the free act and deed of said corporation.

That the foregoing agreement is applicable to the following described lands:

T34N R111W

Section 26 - SE¼NW¼, SW¼NE¼, SE¼NE¼, SE¼SW¼, NE¼SW¼, NW¼SE¼. NE¼SE¼,SW¼SE¼

Section 25 - SW¼NE¼, SE¼NE¼, NE¼SW¼, NW¼SE¼, NE¼SE¼, NW¼SW¼, SW¼SW¼, SE¼SW¼, SW¼SE¼, SE¼SE¼

Section 30 - Lot 2 (SW¼NW¼), SE¼NW¼, Lot 3 (NW¼SW¼), NE¼SW¼, Lot 4 (SW¼SW¼), SE¼SW¼

My commission expires on the 29th day of April, A.D., 1988.

Given under my hand and notarial seal this 7th day of January A.D., 1988.

PAUL N. SCHENCK
Notary Public - State of Wyoming
Sublette County, Wyoming
Commission Expires Apr. 29, 1992

Notary Public

* * * * * * * * * * *

The foregoing instrument was acknowledged before me by Charles P. McAlister this 2nd day of August, 1988.

Witness my hand and official seal.

PAUL N. SCHENCK
Notary Public - State of Wyoming
Sublette County, Wyoming
Commission Expires Apr. 29, 1992

Notary Public

My commission expires: 29 April 1992

ENRON OIL & GAS COMPANY
CERTIFICATE

I, J. Jeffers Spencer, Assistant Secretary of Enron Oil & Gas Company, a Delaware corporation, hereby certify that attached hereto are true and correct copies of the Certificate of Ownership and Merger, executed March 21, 1988, merging Belco Petroleum North America, Inc., a Delaware corporation, into Enron Oil & Gas Company and the Certificate from the State of Delaware. The effective date of the merger of Belco Petroleum North America, Inc. into Enron Oil & Gas Company was 11:59 p.m., March 31, 1988 with Enron Oil & Gas Company as the surviving company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this 11th day of July, 1988.

ENRON OIL & GAS COMPANY CORPORATE SEAL

J. Jeffers Spencer
Assistant Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared J. Jeffers Spencer, an Assistant Secretary of Enron Oil & Gas Company, a Delaware corporation, 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 stated and as the act and deed of said corporation.

Give under my hand and seal of office this 11th day of July, 1988.

NOTARY PUBLIC STATE OF TEXAS (SEAL)

Peggy Goebel
Notary Public

My commission expires:

PEGGY GOEBEL
Notary Public, State of Texas
My Commission Expires August 22, 1990

221548

/257C

RECORDED Aug 4 1988 2:00 P M
IN BOOK 54 Misc. PAGE 64
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

State of Delaware

Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP OF ENRON OIL & GAS COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, MERGING BELCO PETROLEUM NORTH AMERICA, INC. A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, PURSUANT TO SECTION 253 OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF MARCH, A.D. 1988, AT 10:01 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

728091122

Michael Harkins, Secretary of State

AUTHENTICATION: 1642454

DATE: 04/01/1988

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

BELCO PETROLEUM NORTH AMERICA, INC.

INTO

ENRON OIL & GAS COMPANY

Enron Oil & Gas Company, a corporation organized and existing under the laws of Delaware,

DOES HEREBY CERTIFY:

FIRST: That this corporation is incorporated pursuant to the General Corporation Law of the State of Delaware.

SECOND: That this corporation owns all of the outstanding shares (of each class) of the stock of Belco Petroleum North America, Inc., a corporation incorporated pursuant to the General Corporation Law of the State of Delaware.

THIRD: That this corporation, by the following resolutions of its Board of Directors, duly adopted by the unanimous written consent of its members, filed with the minutes of the Board, on the 21st day of March, 1988, determined to and did merge into itself said Belco Petroleum North America, Inc.:

RESOLVED, that the Company merge, and it hereby does merge into itself said Belco Petroleum North America, Inc., a wholly-owned subsidiary of the Company and a Delaware corporation, and assumes all of its respective obligations.

FURTHER RESOLVED, that the merger of Belco Petroleum North America, Inc. shall become effective at 11:59 P.M. on March 31, 1988.

FURTHER RESOLVED, that the proper officers of this Company be and they hereby are directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge Belco Petroleum North America, Inc. and assume its respective obligations, and the date of adoption thereof, and to cause the same to be filed with the Secretary of State and a certified copy recorded in the office of the Recorder of Deeds of New Castle County and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be in anywise necessary or proper to effect said merger.

FOURTH: Anything herein or elsewhere to the contrary notwithstanding this merger may be amended or terminated and abandoned by the Board of Directors of Enron Oil & Gas Company at any time prior to the date of filing the merger with the Secretary of State.

IN WITNESS WHEREOF, said Enron Oil & Gas Company has caused this certificate to be signed by Charles W. Wiesepape, its Senior Vice President, and attested by Peggy Menchaca, it Vice President and Secretary, this 21st day of March, 1988.

ATTEST:

Peggy B. Menchaca
Vice President and Secretary

ENRON OIL & GAS COMPANY

Charles W. Wiesepape
Senior Vice President, Finance

MEH/804

OPTION

1. **Grant of Option.** In consideration of the sum of Thirty-Five Thousand and NO/100 ($35,000.00) Dollars in hand paid and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, JANET D. TIBBALS, a single woman, hereinafter called the Grantor, who covenants that she is the owner thereof, hereby, for herself and her heirs, executors, administrators, successors and assigns, offers and agrees to sell and convey to EASTFORK LIVESTOCK, INC., a Wyoming corporation, hereinafter called the Grantee, and hereby grants to the Grantee the exclusive and irrevocable option and right to purchase, under the conditions hereinafter provided, the real property described in Exhibit "A" as attached hereto, hereinafter called the Property, including all improvements, together with all rights, easements and appurtenances thereunto belonging, together with all water rights and ditch rights appertaining thereto and together with all U.S. Bureau of Land Management and U.S, Forest Service grazing permits appertaining thereto.

The title to the land is to be conveyed free and clear of all encumbrances except as hereinafter provided.

2. **Purchase Price.** The total purchase price for the lands is Two Hundred Thousand and NO/100 ($200,000.00) Dollars.

3. **Terms.** In the event this Option is exercised by Grantee, the purchase price shall be paid and the transaction completed on the following terms.

(a) Lease Payments: The Grantee is presently leasing the Property for a period of three years. Said lease period having commenced on 5/7/88 and continuing until 5/7/91. Said lease calls for lease payments of $10,000.00 per year. These rental payments are to be made on the 7th day of May and the 15th day of November of each year commencing on 5/7/88. All lease payments paid under this lease, except for the payment made for 5/7/88, shall be credited toward the purchase price.

(b) Option Payment: The option payment of Thirty-Five Thousand and NO/100 ($35,000.00) Dollars shall be credited toward the purchase price.

(c) Balance: The balance of the purchase price after reduction for the lease payments and the option payment described above shall be payable in ten equal annual principal payments. Interest shall accrue at the rate of ten percent (10%) per annum on the outstanding principal and shall be paid annually on the same date as the principal payments. The due date of said payments shall be one year from closing, which date shall be determined as described below.

(d) Agreement For Sale: The actual sale of the Property shall be completed by an Agreement For Sale. Said Agreement shall be in substantially the same form as that Agreement For Sale attached hereto as Exhibit "B". All terms set out in Exhibit "B" are incorporated herein as if set forth in full.

(e) Prepayment: Grantee shall have the right to prepay the principal and interest either in part or in full at anytime without penalty. Any partial prepayment shall be applied to principal.

4. **Exercise of Option.** This Option may only be exercised after 8/16/90 and up to and including 8/16/91. Grantee may exercise this Option within anytime during said period by mailing or delivering in person a written notice of exercise

221590

RECORDED August 8 1988 2:50 PM
IN BOOK 54 Misc. PAGE 68
FEE [redacted] Mary L. Lankford COUN[redacted]K

of option to Grantor or Grantor's agent or representative. Said notice of exercise of option shall constitute an irrevocable contract between the parties to sell and buy the Property on the terms set out herein. Closing shall occur within thirty (30) days of the delivery of the notice of exercise of option. If the notice of exercise of option is mailed, it shall be considered delivered forty-eight (48) hours after mailing.

5. **Risk of Loss.** Grantor shall bear the risk of loss to the improvements at all times prior to closing. If any improvements are damaged or destroyed prior to closing and this Option shall be exercised, the purchase price shall be reduced in an amount equal to the fair market value of said improvements or the cost to repair or rebuild same, whichever shall be less.

6. **Life Estate.** Grantor shall retain a life estate for her lifetime to the exclusive use of the residence located on the Northeast Quarter of the Northeast Quarter (NE¼NE¼), Section One (1), Township Thirty-One (31) North, Range One Hundred Seven (107) West of the 6th P.M., Sublette County, Wyoming. Said life estate shall include a right of access to and from said residence over the Property. Grantor shall further retain during her lifetime the right to pasture on the Property not more than five (5) grown horses and thirty (30) grown sheep with lambs or any combination of livestock not exceeding the equivalent in AUM's of the numbers stated above.

7. **Assignment.** The Grantee shall not assign this Option without the express written consent of the Grantor.

8. **Lease Extension Option.** It is recognized that the above described lease period ends on 5/7/91 while the purchase option granted herein extends to ~~5/7/91.~~ 8/16/91. In order to avoid the time gap between these two documents, Grantee, as additional consideration for the aforedescribed option payment, is hereby granted an option to extend the aforedescribed lease from 5/7/91 to 8/16/91. Said option may be exercised by the payment of $2,500.00 by Grantee to Grantor on or before 5/7/91. Said payment shall be considered as an additional lease payment and as such will be credited toward the purchase price as allowed under paragraph 3(a) above.

9. **School Lease.** If Grantee shall exercise this Option, Grantor shall assign and transfer to Grantee at closing the Wyoming State Grazing Leases covering the following real property:

Township 30 North, Range 107 West of the 6th P.M., Sublette County, Wyoming;

Section 16: All

Township 31 North, Range 107 West of the 6th P.M., Sublette County Wyoming;

Section 36: All

DATED this 3rd day of August, 1988.

GRANTOR:

Janet D. Tibbals
JANET D. TIBBALS

WITNESS TO SIGNATURE ONLY

Karen Kay Tibbals

DATED this 3rd day of August, 1988.

ATTEST:

SEAL

Susan G. Bowman
SECRETARY

GRANTEE:

EASTFORK LIVESTOCK, INC., a Wyoming corporation:

BY: Joel E. Bowman

ITS: President

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **OPTION** was acknowledged before me by JANET D. TIBBALS, this 3rd day of August, 1988.

WITNESS my hand and official seal.

Michelle K. Hanson
NOTARY PUBLIC

My Commission Expires: My Commission expires June 28, 1989

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **OPTION** was acknowledged before me by EASTFORK LIVESTOCK, INC., a Wyoming corporation, by its President, Joel E. Bowman and attested to and sealed by its Secretary, this 3rd day of August, 1988.

WITNESS my hand and official seal.

Michelle K. Hanson
NOTARY PUBLIC

My Commission Expires:

My Commission expires June 28, 1989

EXHIBIT "A"

Township 31 North, Range 106 West of the 6th P.M., Sublette County, Wyoming;

Section 4: S½SW¼

Section 5: S½SE¼

Section 6: Lots 4, 5, 6 and 7; E½SW¼, SE¼

Section 7: Lots 3 and 4, E½NW¼, W½NE¼, NE¼NE¼

Section 9: NW¼NW¼

Township 31 North, Range 107 West of the 6th P.M., Sublette County, Wyoming;

Section 1: All

Section 3: S½NW¼, SW¼, W½SE¼, SW¼NE¼

Section 12: N½NE¼

TOGETHER WITH all improvements and appurtenances thereunto appertaining; and all water and water rights, ditch and ditch rights, reservoir and reservoir rights, appertaining thereto;

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; and to prior mineral reservations of record.

EXHIBIT "B"

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into on the date indicated below, by and between JANET D. TIBBALS, (hereinafter called "Seller") and EASTFORK LIVESTOCK, INC., (hereinafter called "Buyer").

IN CONSIDERATION OF THE PREMISES AND COVENANTS CONTAINED HEREIN, the parties do hereby agree as follows:

1. Description of Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller certain real property situate in Sublette County, Wyoming, and more particularly described in Exhibit "A" as attached hereto.

2. Purchase and Sale. Buyer has examined the subject property and has agreed to purchase said property upon the following terms and conditions which Buyer agrees to accept.

3. Purchase Price. The purchase price to be paid by Buyer to Seller for the subject property shall be the sum of Two Hundred Thousand and NO/100 ($200,000.00) Dollars. This purchase price shall be reduced by certain lease payments and a $35,000.00 option payment previously paid by Buyer. The exact reduction shall be determined by the terms of that certain Option granted to Buyer by Seller in June of 1988.

4. Terms of Payment. The purchase price for said property, less the reductions described above, shall be paid in ten annual principal payments. Interest shall accrue on the unpaid principal at the rate of ten percent (10%) per annum from the date of this Agreement and shall also be payable annually. The first annual paincipal and interest payments shall be due one year from the execution of this Agreement and annually thereafter. Buyer shall have the right to make additional partial pre payments at any time and may pay the entire principal balance due with any interest to date of such payment at any time without penalty. Partial prepayments shall be applied to principal. A partial prepayment shall not act to reduce the amount or change the date of the next annual payment due but shall act by reduction of principal owed to reduce the total term of the contract and thus the total amount of interest paid.

5. Title. Title to the subject property shall be conveyed from Seller to Buyer by a Warranty Deed which shall convey title free and clear of all liens, security interests and encumbrances. Said Warranty Deed shall be delivered to Buyer upon payment in full of the purchase price.

6. Default. Time is of the essence of this Agreement and the Buyer shall make all payments promptly as herein provided, and it is expressly understood and agreed that if the Buyer shall fail to make said payments in the amount, manner and within the time provided, or should it fail to perform any of the other terms and conditions hereof, in the manner and within the time provided, and such failure to pay or to perform shall continue for forty-five (45) days after written notice thereof, the Seller has the option:

(a) To declare this contract ended, cancelled and of no further force and effect, said action shall fully reinvest the Seller with all right, title and interest thereto hereby agreed to be sold, conveyed or delivered, and the Buyer

shall forfeit all its right, title and interest in and to all of said real property, including any and all improvements or replacements and the Seller shall have the right to reenter and take possession, without demand, of the said real property and all improvements thereon, including those erected or placed thereon by the Buyer. In the event of such repossession, Seller may keep said real property as her own and absolute property, being hereby released from all obligations both at law and in equity, to convey said property, and in such case, all payments made by Buyer prior to repossession shall be considered as rental for said real property and liquidated damages for failure on the part of the Buyer to comply with the terms of this Agreement, and in the event the Seller elects to cancel, as above provided, the Buyer agrees to pay all costs of cancellation, together with a reasonable attorney's fee, and to execute all documents necessary to clear Seller's title of any record interest of Buyer;

(b) To treat this transaction as an unconditional sale, in which event all of the full unpaid balance then owing under this Agreement, both principal and interest, shall immediately become due and payable, and to collect the full amount thereof, including a reasonable amount for attorney's fees and court costs, from the Buyer. The Seller shall also have the right to enforce the terms and conditions of this Agreement by an action of specific performance against the Buyer.

7. Late Payments. It is specifically agreed that late payments accepted by Seller will not operate to change or modify any of the due dates or other payments due hereunder.

8. Notice. All notices required herein to be given to the parties shall be sent to their addresses as listed below. Proof of mailing of such notices shall perfect all notices and each party shall notify the other of any change of address:

Seller: JANET D. TIBBALS
P.O. Box
Boulder, Wyoming 82923

Buyer: EASTFORK LIVESTOCK, INC.
P.O. Box 74
Boulder, WY 82923

Any written notice shall be effective seventy-two (72) hours after mailing.

9. Assignment. It is expressly agreed hereunder that all or any rights or obligations created hereunder shall not be assigned or transferred, either in whole or in part without securing the signed written consent of Seller.

10. Binding Effect. This contract shall be binding upon the parties and their respective heirs, successors and assigns.

11. Warranty. Buyer acknowledges that it has had the opportunity to examine the property concerned herein and accept the same in its present condition. Seller covenants that she is aware of no hidden conditions or flaws to said property. There are no warranties to the condition of said property either express or implied except as set out herein.

12. Taxes. Buyer shall pay all property taxes accruing after the date of the Agreement For Sale. Taxes shall not be prorated at closing but Buyer shall pay its share of the current year taxes to Seller upon presentation of the current year tax notice.

13. Leases. Upon the execution of this Agreement For Sale, Seller shall transfer and assign to Buyer the Wyoming State Grazing Leases covering the following real property:

Township 30 North, Range 107 West of the 6th P.M., Sublette County, Wyoming;

Section 16: All

Township 31 North, Range 107 West of the 6th P.M., Sublette County, Wyoming;

Section 36: All

14. Grazing Permits. Upon the execution of this Agreement For Sale, Seller shall transfer and assign to Buyer all U.S. Bureau of Land Management and U.S. Forest Service grazing permits appurtenant to the property sold hereunder.

15. Life Estate. Seller retains during her life time the following rights in the property sold hereunder.

(a) The exclusive use of the residence located on the following parcel:

Township 31 North, Range 107 West of the 6th P.M., Sublette County, Wyoming;

Section 1: NE¼NE¼;

Together with access to and from said residence over the property sold hereunder on the existing roadway to said residence.

(b) The right to pasture on the property sold hereunder not more than five (5) grown horses and thirty (3) grown sheep with lambs or any combination of livestock not exceeding the equivalent in AUM's of the numbers stated above. Provided that the grazing of said livestock shall be managed in such a manner so as not to disrupt Buyer's use of the property sold hereunder to the least reasonably possible degree.

16. Insurance. Buyer shall insure the improvements on the property sold hereunder for fire and other risks at fair market value. Seller shall be named as an additional loss payee.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this 3rd day of August, 1988.

SELLER:

JANET D. TIBBALS

Long Legged Veterinarian

BUYER: EASTFORK LIVESTOCK, INC.,
a Wyoming corporation:

EASTFORK LIVESTOCK INC. CORPORATE SEAL WYOMING

ATTEST:

SEAL

SECRETARY

BY:

ITS:

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **AGREEMENT FOR SALE** was acknowledged before me by JANET D. TIBBALS, this 3rd day of August, 1988.

WITNESS my hand and official seal.

Michelle K. Hanson
NOTARY PUBLIC

My Commission Expires: My Commission expires June 28, 1990

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **AGREEMENT FOR SALE** was acknowledged before me by EASTFORK LIVESTOCK, INC., a Wyoming corporation, by its President, Joel E Bousman and attested to and sealed by its Secretary, this 3rd day of August, 1988.

WITNESS my hand and official seal.

Michelle K. Hanson
NOTARY PUBLIC

My Commission Expires:

My Commission expires June 28, 1990

EXHIBIT "A"

Township 31 North, Range 106 West of the 6th P.M., Sublette County, Wyoming;

Section 4:	S½SW¼
Section 5:	S½SE¼
Section 6:	Lots 4, 5, 6 and 7; E½SW¼, SE¼
Section 7:	Lots 3 and 4, E½NW¼, W½NE¼, NE¼NE¼
Section 9:	NW¼NW¼

Township 31 North, Range 107 West of the 6th P.M., Sublette County, Wyoming;

Section 1:	All
Section 3:	S½NW¼, SW¼, W½SE¼, SW¼NE¼
Section 12:	N½NE¼

TOGETHER WITH all improvements and appurtenances thereunto appertaining; and all water and water rights, ditch and ditch rights, reservoir and reservoir rights, appertaining thereto;

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; and to prior mineral reservations of record.

MEMORANDUM OF OPTION

HEREBY TAKE NOTICE that under an OPTION dated the 3rd day of August, 1988, between JANET D. TIBBALS, a single woman, as Grantor, and EASTFORK LIVESTOCK, INC., a Wyoming corporation, as Grantee. The Grantor offers and agrees to sell and convey to the Grantee, the exclusive and irrevocalbe option and right to purchase the real property described as follows, to-wit:

Township 31 North, Range 106 West of the 6th P.M., Sublette County, Wyoming;

Section 4:	S½SW¼
Section 5:	S½SE¼
Section 6:	Lots 4, 5, 6 and 7; E½SW¼, SE¼
Section 7:	Lots 3 and 4, E½NW¼, W½NE¼, NE¼NE¼
Section 9:	NW¼NW¼

Township 31 North, Range 107 West of the 6th P.M., Sublette County, Wyoming;

Section 1:	All
Section 3:	S½NW¼, SW¼, W½SE¼, SW¼NE¼
Section 12:	N½NE¼

TOGETHER WITH all improvements and appurtenances thererunto appertaining; and all water and water rights, ditch and ditch rights, reservoir and reservoir rights, appertaining thereto;

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; and to prior mineral reservations of record.

Grantee's address for tax purposes is P.O. Box 74, Boulder, WY 82923.

There are many other covenants in the original Agreement For Deed of which each party has a copy.

DATED this 3rd day of August, 1988.

GRANTOR:

Janet D. Tibbals
JANET D. TIBBALS

WITNESS TO SIGNATURE ONLY

DATED this 3rd day of August, 1988.

ATTEST:

SEAL

GRANTEE:

EASTFORK LIVESTOCK, INC., a Wyoming corporation:

BY: Joel E. Bowman

Susan D. Bowman
SECRETARY

ITS: President

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **MEMORANDUM OF OPTION** was acknowledged before me by JANET D. TIBBALS, this 3rd day of August, 1988.

WITNESS my hand and official seal.

Michelle K Hanson
NOTARY PUBLIC

My Commission Expires:

My Commission expires June 28, 1990

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **MEMORANDUM OF OPTION** was acknowledged before me by EASTFORK LIVESTOCK, INC., a Wyoming corporation, by its President, Joel E. Bousman and attested to and sealed by its Secretary, this 3rd day of August, 1988.

WITNESS my hand and official seal.

Michelle K Hanson
NOTARY PUBLIC

My Commission Expires:

My Commission expires June 28, 1990

AMENDED SHERIFF'S CERTIFICATE OF SALE UPON FORECLOSURE

THIS SHERIFF'S CERTIFICATE OF SALE, made by Jack Cain, Sheriff of Sublette County, Wyoming, or his duly authorized Deputy, to Shirley Pardini, as purchaser at foreclosure sale.

WITNESSETH:

A mortgage was executed by VVG Partnership, a California general partnership, on May 21, 1985, payable to Shirley Jean Pardini, as recorded in ~~Mf~~ Book 47 of Mortgages at page 257, in the office of the County Clerk, Sublette County, Wyoming, for the following described real estate:

> A tract of land being part of Homestead Entry No. 159 and located in the S½ of Section 3, T. 33 N., R. 107 W., 6th P.M., Sublette County, Wyoming, and more particularly described as follows:
>
> Beginning at a point on the west boundary of said Homestead Entry No. 159, said point also being the southwest corner of Unit B of Boulder Lake Country Estates Fourth Filing, a subdivision of record in the Sublette County Clerk's Office, said point bears south, a distance of 459.91 feet from Corner No. 1 of said Homestead Entry No. 159; thence, from said point of beginning continue south along said west boundary a distance of 379.14 feet to the northwest corner of Unit A of Boulder Lake Country Estates Fourth Filing; thence, east a distance of 201.94 feet; thence, north, a distance of 183.82 feet; thence, S. 72°45'00" E., a distance of 11.24 feet; thence, N. 10°25'53" E., a distance of 100.14 feet to a point of curve to the right, the tangent at said point bears N. 80°20' W., said curve having a central angle of 90°00'00", a radius of 60.00 feet and a tangent of 60.00 feet; thence, along the arc of said curve, a distance of 94.25 feet; thence, N. 80°20' W., a distance of 184.35 feet to the point of beginning.

221610

RECORDED August 12 19 88 10:15 AM
IN BOOK 54 Misc. PAGE 79
FEES $ 8.00 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

A default having occurred under the terms of the mortgage and the entire balance then declared due and payable by the Mortgagee or its assignee and the election made to foreclose pursuant to Wyoming Statute §34-4-101, et seq., notice of sale was duly advertised and given pursuant to a copy of the legal publication attached hereto and the sale was then held at the date and place provided and the property was sold to Shirley Pardini for the highest and best bid of $135,542.34, of which amount principal and interest on the mortgage and costs and expenses of sale including attorney's fees, total $135,542.34.

By virtue of the sale and purchaser's payment, under the authority of law, I hereby give and grant this Sheriff's Certificate of Sale to Shirley Pardini, as purchaser, who will be entitled to a Sheriff's Deed for the property at the expiration of the period of redemption, unless the property is redeemed prior to that date as provided by law. Upon the expiration of the period of redemption, being four months from the date of this sale, a Sheriff's Deed will be executed conveying the property to the purchaser or its assignee as the holder of this Sheriff's Certificate of Sale.

IN WITNESS WHEREOF, I set my hand this 12th day of August, 1988.

Dave Ruland
~~SHERIFF~~/DEPUTY

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Hank Ruland as the duly elected, qualified and acting Sheriff/Deputy Sheriff of Park County, Wyoming on this 12th day of August, 1988.

JAN RILEY - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Oct. 2, 1989

Jan Riley
Notary Public

My Commission expires: 10-2-89

AMENDED SHERIFF'S CERTIFICATE OF SALE UPON FORECLOSURE

THIS SHERIFF'S CERTIFICATE OF SALE, made by Jack Cain, Sheriff of Sublette County, Wyoming, or his duly authorized Deputy, to Shirley Pardini, as purchaser at foreclosure sale.

WITNESSETH:

A mortgage was executed by VVG Partnership, a California general partnership, on December 19, 1985, payable to Shirley J. Pardini, as recorded in ~~MR~~ Book 47 of Mortgages at page 255, on February 6, 1987, in the office of the County Clerk, Sublette County, Wyoming, for the following described real estate:

> A tract of land being part of Homestead Entry No. 159 and located in the S½ of Section 3, T. 33 N., R. 107 W., 6th P.M., Sublette County, Wyoming, and more particularly described as follows:
>
> Beginning at a point on the west boundary of said Homestead Entry No. 159, said point also being the southwest corner of Unit B of Boulder Lake Country Estates Fourth Filing, a subdivision of record in the Sublette County Clerk's Office, said point bears south, a distance of 459.91 feet from Corner No. 1 of said Homestead Entry No. 159; thence, from said point of beginning continue south along said west boundary a distance of 379.14 feet to the northwest corner of Unit A of Boulder Lake Country Estates Fourth Filing; thence, east a distance of 201.94 feet; thence, north, a distance of 183.82 feet; thence, S. 72°45'00" E., a distance of 11.24 feet; thence, N. 10°25'53" E., a distance of 100.14 feet to a point of curve to the right, the tangent at said point bears N. 80°20' W., said curve having a central angle of 90°00'00", a radius of 60.00 feet and a tangent of 60.00 feet; thence, along the arc of said curve, a distance of 94.25 feet; thence, N. 80°20' W., a distance of 184.35 feet to the point of beginning.

221620

RECORDED Aug 12 19 88 10:15 AM
IN BOOK 54 Misc. PAGE 82
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

A default having occurred under the terms of the mortgage and the entire balance then declared due and payable by the Mortgagee or its assignee and the election made to foreclose pursuant to Wyoming Statute §34-4-101, et seq., notice of sale was duly advertised and given pursuant to a copy of the legal publication attached hereto and the sale was then held at the date and place provided and the property was sold to Shirley Pardini for the highest and best bid of $234,983.52, of which amount principal and interest on the mortgage and costs and expenses of sale including attorney's fees, total $234,983.52.

By virtue of the sale and purchaser's payment, under the authority of law, I hereby give and grant this Sheriff's Certificate of Sale to Shirley Pardini, as purchaser, who will be entitled to a Sheriff's Deed for the property at the expiration of the period of redemption, unless the property is redeemed prior to that date as provided by law. Upon the expiration of the period of redemption, being four months from the date of this sale, a Sheriff's Deed will be executed conveying the property to the purchaser or its assignee as the holder of this Sheriff's Certificate of Sale.

IN WITNESS WHEREOF, I set my hand this 12th day of August, 1988.

Hank Rulan
~~SHERIFF~~/DEPUTY

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Hank Ryland as the duly elected, qualified and acting ~~Sheriff~~/Deputy Sheriff of Park County, Wyoming on this 12th day of August, 1988.

JAN RILEY - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Oct. 2, 1989

Jan Riley
Notary Public

My Commission expires: 10-2-89

AFFIDAVIT

State of Utah)
: ss.
County of Salt Lake)

Connie C. Holbrook, being duly sworn, makes the following statements:

1. I am the duly elected Corporate Secretary of Questar Pipeline Company, formerly Mountain Fuel Resources, Inc., a Utah corporation (the "Company"), with a mailing address of 79 South State, Salt Lake City, Utah 84111.

2. The following is a true and correct copy of the resolution that was unanimously consented to by the Company's Board of Directors on February 9, 1988.

> BE IT RESOLVED, that it is proposed that Article I of the Company's Articles of Incorporation be amended to read as follows:
>
> ARTICLE I. The name of the Corporation is Questar Pipeline Company.
>
> BE IT FURTHER RESOLVED, that the proposed amendment renaming the Company be submitted to the stockholder for consent and adoption with a recommendation by the Board of Directors.

3. The following is a true and correct copy of the resolution that was consented to on February 9, 1988 by Entrada Industries, Inc., the holder of all the outstanding shares of the Company's common stock as of such date.

> BE IT RESOLVED, that it is proposed that Article I of the Company's Articles of Incorporation be amended to read as follows:
>
> ARTICLE I. The name of the Corporation is Questar Pipeline Company.
>
> BE IT FURTHER RESOLVED, that the proposed amendment renaming the Company be submitted to the stockholder for consent and adoption with a recommendation by the Board of directors.

221643

RECORDED Aug 15 1988 3:05 P M
IN BOOK 54 Misc. PAGE 85
FEES 8.00 Mary C. Cunningham COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

NOW, THEREFORE, Entrada Industries, Inc., a Delaware corporation, being the holder and owner of all the outstanding shares of capital stock issued by Mountain Fuel Resources, Inc., does hereby approve and consent to the adoption of the amendment to Article I of the Articles of Incorporation of Mountain Fuel Resources, Inc., as proposed by its Board of Directors.

4. On March 7, 1988, the Utah Division of Corporations and Commercial Code issued a Certificate of Amendment to the Company's Articles of Incorporation, thereby officially changing the Company's name from Mountain Fuel Resources, Inc., to Questar Pipeline Company.

Dated this 24th day of June, 1988.

Connie C. Holbrook

Subscribed and sworn to before me this 24th day of June, 1988.

Notary Public

My Commission Expires:

April 1, 1992

TO [redacted] IN DUPLICATE ORIGINALS
(ac[redacted]d by one certifi[redacted]e of
evidence of amendment to Articles
of Incorporation)

[redacted]

[redacted]

FILED

APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY OF

MAR 24 88 2 47 3 5 4

WYOMING
~~SECRETARY OF~~ STATE

80-135625
(F)

Secretary of State of Wyoming
State Capitol Building
Cheyenne, WY 82002-0020

Pursuant to the provisions of the Wyoming Business Corporation Act, the undersigned corporation hereby applies for an Amended Certificate of Authority to transact business in your State, and for that purpose submits the following statement:

FIRST: A Certificate of Authority was issued to the corporation by your office on May 3, 19 76, authorizing it to transact business in your State and is presently registered under the name of Mountain Fuel Resources, Inc.

SECOND: The corporate name of the corporation has been changed to Questar Pipeline Company (Note 1)

THIRD: It desires to pursue in the transaction of business in your State other or additional purposes than those set forth in its prior Application for a Certificate of Authority, as follows:

No change (Note 2)

Dated March 18, 19 88.

Questar Pipeline Company (Note 3)

By R J Marushack

Its ********** President

(Note 4)

And Penne C Hallows

Its ********** Secretary

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

I, Patricia C. Naisbitt, Notary Public, do hereby certify that on this 18th day of March, 19 88, personally appeared before me A. J. Marushack, who, being by me first duly sworn, declared that he is the President of Questar Pipeline Company, that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

In witness whereof I have hereunto set my hand and seal this 18th day of March A.D., 19 88.

Patricia C. Naisbitt
Notary Public

(NOTARIAL SEAL)

My Commission Expires January 1, 1989

NOTES:
1. If the corporate name has not been changed insert "No change".
2. If no other or additional purposes are proposed insert "No change".
3. Exact name of corporation making the application.
4. Officer signing for the corporation must be its President or a Vice-President, and its Secretary or Assistant Secretary, and verified by one of the officers signing the application.
5. The Certificate of Evidence cannot be date more than thirty (30) days prior to filing in Wyoming. Certified copies are not acceptable.

RECEIVED
'88 MAR 17 AM 8 AT
SECRETARY OF STATE

FILING FEE: Filing application for Amended Certificate of Authority, $10.00

Filing certificate of evidence of amendment to Articles of Incorporation, $10.00.

TOTAL FEE: $20.00

Revised December 1986

STATE OF WYOMING
COUNTY OF SUBLETTE

ASSUMED NAME RECORDS
CERTIFICATE OF OWNERSHIP FOR UNINCORPORATED BUSINESS OR PROFESSION

NAME IN WHICH BUSINESS IS CONDUCTED: National-Oilwell
EFFECTIVE DATE: April 1, 1987
BUSINESS ADDRESS: 950 Corbindale, Houston, Texas 77024
MAILING ADDRESS: P. O. Box 4638, Houston, Texas 77210-4638
BUSINESS IS TO BE CONDUCTED AS: General Partnership

CERTIFICATE OF OWNERSHIP

~~I~~/We, the undersigned, are owner(s) of the above business and ~~my~~/our name(s) and address given ~~is~~/are true and correct, and there is/~~are~~ no ownership(s) in said business other than those listed herein below.

- NAMES OF OWNERS -

NAME: Oilwell, Inc.
RESIDENCE ADDRESS: 600 Grant Street, Pittsburgh, PA 15219-4776
SIGNATURE: R M Stanton
TITLE: Secretary
DATE: 7/25/88

NAME: National Supply Company, Inc.
RESIDENCE ADDRESS: 300 Interpace Parkway, Parsippany, NJ 07054-0324
SIGNATURE: G. R. Hildreth
TITLE: Secretary
DATE: 7/21/88

COMMONWEALTH OF PENNSYLVANIA §
COUNTY OF ALLEGHENY §

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared R M Stanton, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is an officer of the above-named business and that he signed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on July 25, 1988.

(SEAL)

Sandra M. Slater
Notary Public, Commonwealth of Pennsylvania
SANDRA M. SLATER, Notary Public
PITTSBURGH, ALLEGHENY COUNTY
COMMONWEALTH OF PENNSYLVANIA
MY COMMISSION EXPIRES
JANUARY 2, 1989

STATE OF NEW JERSEY §
COUNTY OF MORRIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared G. R. Hildreth, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is an officer of the above-named business and that he signed the same for the purpose and consideration therein expressed.

221657

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on July 21, 1988.

(SEAL)

RECORDED Aug. 16 1988 2:20 PM
IN BOOK 54 Misc. PAGE 88
FEES 4.00 Mary C. VanBoxel COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mae Riley

Margaret A. Peter
Notary Public, State of New Jersey
MARGARET A. PETER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 16, 1991

221665

RECORDED Aug. 17 1988 2:00 P.M
IN BOOK 54 Misc PAGE 89
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheney, Deputy

WY IND-1/87
LAJ/E8/0609.8

PN 5693239
FN 65440
Page 1 of 2

EASEMENT

2.

Core E. Roberts ~~and~~ a widow,
~~his wife~~, Grantor ____, do ____ hereby convey and warrant to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of Ten ($10.00) Dollars and other valuable consideration, a perpetual easement and right of way for the erection, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of electric transmission and distribution lines, communications circuits, fiber optic cables and associated facilities, and two poles and one guy anchor, with the necessary guys, stubs, crossarms, braces and other attachments affixed thereto, for the support of said lines and circuits, on, over, under and across real property located in Sublette County, Wyoming, described as follows:

A right of way 10 feet in width, being 5 feet on each side of the following described survey line:

Approved as To Description
RHO

Beginning on the south boundary line of the Grantor's land at a point 537 feet west along the Section line from the south one quarter corner of Section 4, T.34 N., R.113 W., 6th P.M., thence N.66°50'E. 690 feet, more or less, on said land and being in the SE 1/4 of the SW 1/4 and the SW 1/4 of the SE 1/4 of said Section 4.

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

PN 5693239
FN 65440
Page 2 of 2

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 17 day of August, 19 88.

Cora E. Roberts

STATE OF WYOMING,)
:ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Cora E. Roberts ~~his wife,~~ and a widow this 17 day of August, 1988.

WITNESS my hand and official seal.

My Commission expires:

June 30, 1991

Eugene Craig Nelson
Notary Public

Residing at Evanston, Uinta Co, WY

Description Approved RHO

Form & Execution Approved _____

File No. 65440

EUGENE CRAIG NELSON NOTARY PUBLIC

No. 4639

STATE OF WYOMING

TO

Utah Power & Light Co.

GRANT OF EASEMENT FOR

Powerline

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 One thousand eight hundred twenty-nine and 60/100 ($1,829.60) grant to Utah Power & Light Co. for the uses and purposes and upon the conditions hereinafter set forth, an easement for Powerline over a certain tract of land situated in the County of Sublette, State of Wyoming, more particularly described as follows:

Parcel I

All that portion of Lot 2, Section 16, T.30N., R.110W., of the 6th P.M., Sublette County, Wyoming, lying between parallel right of way lines 30 feet apart, being 15 feet on each side when measured at right angles to the following described survey line, said parallel right of way lines begin on the south boundary of said Lot 2 and end on the east boundary of said Lot 2:

Beginning at a point on the south boundary of said Lot 2 from which the southeast corner of said Section 16 bears S.87°25'E. a distance of 151.1 feet;

thence N.63°50'E. a distance of 167.8 feet, more or less to a point on the east boundary of said Lot 2 from which the SE¼ of said Section 16 bears S.00°13'E. a distance of 80.8 feet.

This parcel replaces a portion of State of Wyoming Right of Way No. 1185 (2330(24)) called out as Boulder Power Line.

The above described parcel of land contains 0.12 acres, more or less.

Parcel II

All that portion of SW¼SW¼ Section 16, T.30N., R.110W., of the 6th P.M., Sublette County, Wyoming, lying between parallel right of way lines 30 feet apart, being 15 feet on each side when measured at right angles to the following described survey line, said parallel right of way lines begin on the west boundary of said Section 16 and end on the south boundary of said Section 16:

Beginning at a point on the west boundary of said Section 16 from which the southwest corner of said Section 16 bears S.00°04'E. along the west boundary of said Section 16 a distance of 59.1 feet;

thence S.79°38'E. a distance of 435.0 feet, more of less, to a point on the south boundary of said Section 16 from which the southwest corner of said Section 16 bears N.87°25'W. along the south boundary of said Section 16 a distance of 427.3 feet.

The above described parcel of land contains 0.30 acres, more or less.

Parcel III

221668

RECORDED Aug. 17 1988 2:40 PM
IN BOOK 54 Misc. PAGE 91
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

Utah Power & Light Co.

All that portion of S½NW¼:NE¼SW¼:N½SE¼ Section 16, T.30N., R.111W., of the 6th P.M., Sublette County, Wyoming, lying between parallel right of way lines 30 feet apart, being 15 feet on each side when measured at right angles to the following described survey line, said parallel right of way lines begin on the west boundary of said Section 16 and end on the east boundary of said Section 16:

Beginning at a point on the west boundary of said Section 16 from which the west quarter corner of said Section 16 bears S.00°03'E. along the west boundary of said Section 16 a distance of 275.8 feet;

thence S.79°46'E. a distance of 4,804.8 feet;

thence S.81°13'E. a distance of 320.5 feet;

thence S.82°42'E. a distance of 309.5 feet;

thence S.84°08'E. a distance of 2.0 feet, more or less, to a point on the east boundary of said Section 16 from which the east quarter corner of said Section 16 bears N.00°02'W. along the east boundary of said Section 16 a distance of 373.8 feet.

The above described parcel of land contains 3.74 acres, more or less.

These descriptions are based on a survey done under the authority of Thomas W. Harvey, Wyoming L. S. No. 602, in March, 1985.

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, 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 leases 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.

PROVIDED FURTHER, That if the herein described land is ever required or to be used for mineral development by or for the benefit of the State or for any other public purpose beneficial to the State of Wyoming, then the grantee will, upon proper notice from the grantor, remove or relocate at its own expense any facility, utility or other use granted by this easement.
(Provision added as per Board Action of July 14, 1966)

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 here unto affixed the 2nd day of June, A.D. 1988.

BOARD OF LAND COMMISSIONERS SEAL WYOMING

Governor, President Board of Land Commissioners

Countersigned:

Commissioner of Public Lands, Secretary

[redacted]L)

[redacted]

Examined [redacted]

No. 1185 Amended

This Grant of Easement is intended to replace and supersede State of Wyoming Right of Way No. 1185 assigned to Utah Power & Light Co. on July 2, 1981.

STATE OF WYOMING

TO

Utah Power & Light Co.

GRANT OF EASEMENT FOR

Powerline

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 Fifty-three and 20/100 ($53.20) grant to Utah Power & Light Co. for the uses and purposes and upon the conditions hereinafter set forth, an easement for Powerline over a certain tract of land situated in the County of Sublette, State of Wyoming, more particularly described as follows:

A strip of land for a Power Line Fifty feet (50') in width, beginning Twenty-five feet (25') on each side of a center line across the Southeast Quarter Southeast Quarter ($SE\frac{1}{4}SE\frac{1}{4}$) Section three (3), Township Thirty-three (33) North, Range One Hundred Eight (108) West; Northeast Quarter Southwest Quarter ($NE\frac{1}{4}SW\frac{1}{4}$): North Half Southeast Quarter ($N\frac{1}{2}SE\frac{1}{4}$): Southeast Quarter Southeast Quarter ($SE\frac{1}{4}SE\frac{1}{4}$) Section Sixteen (16), Township Twenty-seven (27) North, Range One Hundred Twelve (112) West of the 6th P.M. in Sublette County, Wyoming, being more particularly described as follows:

BIRD -- YOSE PUMP POWER LINE

Beginning at a Pole of Right-of-Way No. 658, N.43°51'E., 3,045 feet from the southwest corner of Section 16, T.27N., R.112W.; thence S.65°12'E., 1,204.1 feet; thence S.70°11'E., 791.8 feet; thence S.08°38'E., 1,438.9 feet to a point on the south line of said Section 16, N.89°58'E., 4,171 feet from the said southwest corner; the above strip containing an area of 3.942 acres, more or less.

SKINNER TAP POWER LINE

Beginning at a point on the west line of the $SE\frac{1}{4}SE\frac{1}{4}$ of Section 3, T.33N., R.108W.; thence N.23°46'E., 200 feet; thence N.69°00'E., 839 feet to a point on the north line of the said $SE\frac{1}{4}SE\frac{1}{4}$, S.89°49'W., 439 feet from the northeast corner of the said $SE\frac{1}{4}SE\frac{1}{4}$, containing an area of 1.192 acres, more or less.

A total area of 5.134 acres, more or less.

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, 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

221668

RECORDED Aug. 17 1988 2:40 P M
IN BOOK 54 Misc. PAGE 93
FEES $6.00 Mary Lou Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

detriment or injury of the grazing or agricultural leases 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.

PROVIDED FURTHER, That if the herein described land is ever required or to be used for mineral development by or for the benefit of the State or for any other public purpose beneficial to the State of Wyoming, then the grantee will, upon proper notice from the grantor, remove or relocate at its own expense any facility, utility or other use granted by this easement.
(Provision added as per Board Action of July 14, 1966)

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 here unto affixed the 2nd day of June, A.D. 1988.

Mike Sullivan
Governor, President Board of Land Commissioners

Countersigned: Howard M. Flitner
Commissioner of Public Lands, Secretary

BOARD OF LAND COMMISSIONERS SEAL WYOMING

(SEAL)

Examined KC/cc

No. 4730
(2330(35))

221670

STATE OF WYOMING

TO

Utah Power & Light Co.

RECORDED Aug. 17 1988 2:50 P M
IN BOOK 54 Misc. PAGE 95
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mari Riley

GRANT OF EASEMENT FOR

69 KV Powerline

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 One hundred fifty-five and 00/100 ($155.00) grant to Utah Power & Light Co. for the uses and purposes and upon the conditions hereinafter set forth, an easement for 69 KV Powerline over a certain tract of land situated in the County of Lincoln, State of Wyoming, more particularly described as follows:

All that portion of Lot 37 Resurvey T.26N., R.113W., of the 6th P.M., Lincoln County, Wyoming, lying between parallel right of way lines 40 feet apart, being 20 feet on each side when measured at right angles to the following described survey line, said parallel right of way lines begin and end in Lot 37:

Beginning at a point in Lot 37 from which the closing corner common to Sections 11, 12, 13, and 14, Resurvey T.26N., R.113W., being monumented by a brass cap inscribed as CC, 11, 12, 13, and 14, Tr 37, T26N, R113W, set by Paul N. Scherbel, Wyoming L.S. No. 164, in 1978, bears S.10°20'41"W. a distance of 1,527.7 feet;

thence N.71°55'E. a distance of 504.3 feet, more or less to a point from which said closing corner common to Sections 11, 12, 13, and 14, Resurvey T.26N., R.113W., bears S.24°25'38"W. a distance of 1,822.6 feet, more or less.

The above described parcel of land contains 0.46 acres, more or less.

This description is based on a survey done under the authority of Thomas W. Harvey, Wyoming L.S. No. 602, in July, 1986.

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, 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 leases 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.

PROVIDED FURTHER, That if the herein described land is ever required or to be used for mineral development by or for the benefit of the State or for any other public purpose beneficial to the State of Wyoming, then the grantee will, upon proper notice from the grantor, remove or relocate at its own expense any facility, utility or other use granted by this easement.
(Provision added as per Board Action of July 14, 1966)

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 here unto affixed the 7th day of April, A.D. 1988.

BOARD OF LAND COMMISSIONERS SEAL WYOMING
(SEAL)

Governor, President Board of Land Commissioners

Countersigned:

Commissioner of Public Lands, Secretary

Examined

No. 4485
(2330 (26))

221671

STATE OF WYOMING

TO

Utah Power & Light Co.

RECORDED Aug. 17 1988 2:50 P.M.
IN BOOK 54 Misc. PAGE 97
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Joan Riley

GRANT OF EASEMENT FOR

Dry Piney Substation

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 One thousand seven hundred twenty-five and 00/100 ($1,725.00) grant to Utah Power & Light Co. for the uses and purposes and upon the conditions hereinafter set forth, an easement for Dry Piney Substation over a certain tract of land situated in the County of Lincoln, State of Wyoming, more particularly described as follows:

All that portion of Lot 37 Resurvey T.26N., R.113W., of the 6th P.M., Lincoln County, Wyoming, being described by metes and bounds as follows:

Beginning at a point in Lot 37 from which the closing corner common to Sections 1, 2, 11, and 12, Resurvey T.26N., R.113W., being monumented by a brass cap inscribed as CC, 1, 2, 11, 12, Tr 37, 26N, R113W, set by Paul N. Scherbel, Wyoming L.S. No. 164, in 1978, bears N.07°47'12"W. a distance of 3,061.05 feet;

thence S.77°50'32"E. a distance of 500.00 feet;

thence S.12°09'28"W. a distance of 500.00 feet;

thence N.77°50'32"W. a distance of 500.00 feet;

thence N.12°09'28"E. a distance of 500.00 feet, more or less, to the point of beginning.

The above described parcel of land contains 5.74 acres, more or less.

This description is based on a survey done under the authority of Thomas W. Harvey, Wyoming L.S. No. 602, in April, 1985.

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, 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 leases 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.

PROVIDED FURTHER, That if the herein described land is ever required or to be used for mineral development by or for the benefit of the State or for any other public purpose beneficial to the State of Wyoming, then the grantee will, upon proper notice from the grantor, remove or relocate at its own expense any facility, utility or other use granted by this easement.
(Provision added as per Board Action of July 14, 1966)

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 here unto affixed the 7th day of April, A.D. 1988.

(SEAL)

Governor, President Board of Land Commissioners

Countersigned:

Commissioner of Public Lands, Secretary

Examined KC CC

221758

RECORDED Aug. 24 1988 3:31 PM
IN BOOK 54 Misc. PAGE 99
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mona Riley

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR THE COUNTY OF LINCOLN, STATE OF WYOMING

IN THE MATTER OF THE ESTATE OF:	Probate No. 3301
DEWEY BONDURANT GALLOWAY,	
Deceased.	

FILED
1987 JUN -1 AM 10:53
ROBERT M. MCCLOUD
CLERK OF DISTRICT COURT

AMENDED DECREE OF DISTRIBUTION

Toni R. Richardson, the Personal Representative of this estate having filed a First and Final Report and Petition for Distribution with the Court on May 15, 1987; and the matter having come on regularly to be heard this day; and it appearing to the Court that the estate is in a condition to be closed; now, therefore, the Court finds as follows:

1. That the decedent died testate on August 23, 1984 in Lincoln County, Wyoming.

2. That Notice of Probate has been published as required by law and more than three (3) months have expired since the date of the first publication thereof. There were no creditor's claims filed against the estate.

3. That the Personal Representative caused a true inventory and appraisement of the estate of the decedent to be made and returned to the Court.

4. That all statutory requirements have been met regarding federal and state estate and inheritance tax.

5. That the Personal Representative and the attorney for the estate have each earned a fee in the sum of $509.38; provided, however, that the attorney for the estate should be awarded further and additional fees as are just and reasonable pursuant to §2-7-804(b) W.S. (1977) in the sum of $500.00 for extraordinary services performed pursuant to representing the estate in a suit in Sublette County, Wyoming to establish the

lic Rec'd per 15-PJ 119-121

mineral interest ownership belonging to the estate; which fees the Personal Representative should pay from the funds of the estate, or the same should be paid by the heirs.

6. That the court costs and expenses of administration have been paid by the Personal Representative and the attorney for the estate for which they should be reimbursed from the funds of the estate or the same should be paid by the heirs.

7. That the Personal Representative served a copy of the First and Final Report and Petition for Distribution, along with a copy of the Notice of Final Settlement on all the heirs and devisees of the decedent by mailing them copies by cerified mail, return receipt requested; said notice advising them of the date and time of final settlement and providing for time for objections to be filed; and the Petition for Final Distribution should be approved and the estate should be distributed as prayed for in the Petition.

8. That the property of the estate consists of the following:

1. An undivided 8.43750% mineral interest in the following described real property situate in Sublette County, Wyoming being more particularly described as follows: W/2SW/4, SE/4SW/4 of Section 17, described as Tract 39, in Township 28 North, Range 113 West of the 6th P.M., Sublette County, Wyoming.

2. Cash in the sum of $6,829.18.

9. That the estate is in a condition for final settlement and distribution and should be distributed and closed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

1. That the First and Final Report and Petition for Distribution filed herein be and the same is hereby approved.

2. That the fee of the Personal Representative is fixed at $509.38 and the fee for the attorney for the estate is hereby fixed at $1,009.38, and that the Personal Representative is hereby authorized and directed to pay the same from the funds of the estate or the same should be paid by the heirs.

3. That the Personal Representative be, and she is hereby authorized and directed to reimburse herself and the attorney for the estate for the court costs and expenses of the administration of the estate advanced by them.

4. That the Personal Representative shall distribute the remaining assets of the estate to the devisees at law of the decedent, after payment of the fees and costs of administration, as follows:

a. The amounts reflected in the original Decree of Distribution entered May 27, 1987 were in error because the costs of $394.59 had not been deducted before figuring each heir's share. Therefore, the remaining cash on hand after deducting the fees and costs should be distributed as follows:

Claude R. Galloway	$1,228.96
Clinton P. Bondurant	$ 614.48
Francis Bondurant	$ 614.48
Lloyd G. Bondurant	$ 614.48
Norma Jean Bleamer Anderson	$ 614.48
Arnolda Katherina Bondurant	$ 614.48
Lexie Lee Carrera	$ 204.84
Conway Bondurant	$ 204.84
Tonya Messer	$ 204.79

b. The undivided 8.4375% mineral interest of 1/18th interest of 120.00 net mineral acres in W/2SW/4; SE/4SW/4 (Tract 39) of Section 17 in Township 28 North, Range 113 West, 6th P.M., Tip Top Unit, in Sublette County, Wyoming shall be distributed as follows:

Claude R. Galloway	2.109375%
Clinton P. Bondurant	1.0546875%
Francis Bondurant	1.0546875%
Lloyd G. Bondurant	1.0546875%
Norma Jean Bleamer Anderson	1.0546875%
Arnolda Katherina Bondurant	1.0546875%
Lexie Lee Carrera	0.3515906%
Conway Bondurant	0.3515906%
Tonya Messer	0.3515063%

DATED: ~~May~~ June 1st, 1987.

DISTRICT JUDGE

STATE OF WYOMING }
COUNTY OF LINCOLN } ss

I, Robert M. McCloud, Clerk of the Third Judicial District Court, within and foresaid county and in the State of foresaid, do hereby certify the foregoing to be a full, true, and complete copy.

SIGNED ..... Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR THE COUNTY OF LINCOLN, STATE OF WYOMING

In the Matter of the Estate of:	)	
	)	
MARY ELEANOR KAMPMAN,	)	
	)	Probate No. 3268
	)	
Deceased.	)	
	)	

FILED
AUG 18 AM 8:20
GOSLETTE M. REES
CLERK

DECREE OF SETTLEMENT OF ACCOUNT AND FINAL DISTRIBUTION

Michael Kampman, Personal Representative of the Estate of Mary Eleanor Kampman , deceased, having on the 31st day of March , 1988 rendered and filed herein a full account and report of his administration of said estate, which account was for a final settlement, and having with said account filed a petition for the final distribution of the estate;

And said account and petition this day coming on regularly to be heard, proof having been made to the satisfaction of the Court that the Clerk had given notice of the settlement of said account, and the hearing of said petition in the manner and for the time heretofore ordered and directed by the Court;

And it appearing that said account is in all respects true and correct, and that it is supported by proper vouchers; that the total assets available for distribution in the hands of the Personal Representative at the time of filing said account was FORTY NINE THOUSAND SEVENTY SIX and 55/100ths DOLLARS ($49,076.55); that since the rendition of said account there has been received by said Personal Representatives no additional sums of money;

And it appearing that all claims and debts against said decedent, all taxes on said estate, and all debts, expenses and charges of administration, have been fully paid and discharged, and that said estate is ready for distribution and in condition to be closed;

It is further ordered, adjudged and decreed, that the final account of the said Personal Representatives be and the same is settled, allowed and approved, and that the residue of said estate hereinafter particularly described, and any other property not now

221758

RECORDED Aug. 24 1988 3:40 PM
IN BOOK 54 Misc. PAGE 102
FEES 10.00 Mary L. Canfield COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mona Riley

[redacted] [redacted] 235 - 236 [redacted]

known or discovered which may belong to said estate, or in which the said estate may have any interest, be and the same is hereby distributed as follows, to-wit:

As proposed in Exhibit A attached herein to the Final Report, Accounting and Petition for Distribution filed herein. Said Exhibit B Assets for Distribution and Proposed Distribution is incorporated herein as if fully set forth. Said Exhibit particularly describes all assets of said estate and their proposed distribution.

The following is a particular description of the said residue of said estate referred to in this decree and of which distribution is now ordered, as aforesaid, to-wit: None.

DATED this 18th day of April, 1988.

JOHN D. TROUGHTON, District Judge

STATE OF WYOMING }
COUNTY OF LINCOLN } SS.

I, Robert M. McCloud, Clerk of the Third Judicial District Court within and foresaid county and in the State of foresaid, do hereby certify the foregoing to be a full,true, and complete copy.

SIGNED .....

EXHIBIT A

ACCOUNTING OF THE ESTATE OF MARY ELEANOR KAMPMAN

ASSETS:	VALUE:
REAL AND PERSONAL PROPERTY:	
As described in the appraisal, attached hereto as "Exhibit C" and attached incorporated herein by this reference.	
1/2 interest in Ranch property - Uinta County	$ 16,150.00
Diamondville Property	32,300.00
Miscellaneous personal items	1,000.00
Funds remaining in checking account, located at First Wyoming Bank, Account No. N/A.	3,383.91
8.43750% Mineral interest Tract 39 Sublette County, Wyoming, more particularly described as: Township 28 North, Range 113 West of the 6th p.m., W1/2SW1/2, SE1/4 SW1/4 of Section (17).	00.00
TOTAL	$ 52,833.91
LIABILITIES:	
No debts of the Estate reported or incurred.	$ .00
Fee for appraisal of real property.	$ 250.00
Attorney's fees.	$ 1,973.68
Personal Representatives fees	$ 1,406.68
Probate filing fee	$ 15.00
Inventory Fee	$ 40.00
Publication fee.	$ 72.00
TOTAL	$ 3,757.36
TOTAL ASSETS LESS TOTAL LIABILITIES	$ 49,076.55
TOTAL ASSETS AVAILABLE FOR DISTRIBUTION	$ 49,076.55

EXHIBIT B

PROPOSED DISTRIBUTION

1. MICHAEL KAMPMAN, step-son:

   a. One-third (1/3) interest in the real and personal property described in Exhibit A.

   b. One-third (1/3) interest in mineral royalties of Tract 39 Sublette County, Wyoming, as described in Exhibit A.

   c. One-third interest in remaining funds in the remaining funds in the First Wyoming Bank checking account after payment of final expenses.

   d. One-third (1/3) of the liabilities listed in Exhibit A.

2. CHRISTINE MARTINEZ, step-daughter:

   a. One-third (1/3) interest in the real and personal property described in Exhibit A.

   b. One-third (1/3) interest in mineral royalties of Tract 39 Sublette County, Wyoming, as described in Exhibit A.

   c. One-third interest in remaining funds in the remaining funds in the First Wyoming Bank checking account after payment of final expenses.

   d. One-third (1/3) of the liabilities listed in Exhibit A.

3. THE CHILDREN OF MARK KAMPMAN:

   a. One-third (1/3) interest in the real and personal property described in Exhibit A.

   b. One-third (1/3) interest in mineral royalties of Tract 39 Sublette County, Wyoming, as described in Exhibit A.

   c. One-third interest in remaining funds in the remaining funds in the First Wyoming Bank checking account after payment of final expenses.

   d. One-third (1/3) of the liabilities listed in Exhibit A.

FORM 26

AFFIDAVIT OF NON-PRODUCTION

STATE OF WYOMING
COUNTY OF SUBLETTE } ss.

RICHARD SCHAFFER, of lawful age, being first duly sworn on his oath, states that he is familiar with the following described property, to-wit:

Township 28 North, Range 112 West, 6th PM
Section 23: W½SW¼, Lots 6(39.50), 9(43.04), 10(29.71), 11(21.12) and the bed of the Green River riparian to Lots 6,9,10,11.
Section 26: W½NW¼, NE¼NW¼, NW¼SW¼, Lots 2(29.59), 3(6.36), 4(39.97), 10(36.46) and the bed of the Green River riparian to Lots 2,3,4,10.
Including all accretion and/or riparian rights thereto.

containing 485.75 acres, m/l

which property is owned by ALICE SCHAFFER, AKA ALICE MC GINNIS SCHAFFER, A WIDOW

Affiant knows of his own knowledge that there is at present no production of oil or gas on said land and that there has been no production of oil or gas on said land in the past twenty-five (25) years.

Affiant further saith not.

Richard Schaffer

221760

RECORDED Aug. 24 1988 3:40 P M
IN BOOK 54 Misc. PAGE 106
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

STATE OF WYOMING
COUNTY OF SUBLETTE } ss.

ACKNOWLEDGMENT FOR INDIVIDUAL
(Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 23rd day of AUGUST, 19 88, personally appeared RICHARD SCHAFFER and

to me personally 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires JANUARY 10, 1991

Kathleen A. King
Notary Public

Kathleen A. King • Notary Public
County of Sublette — State of Wyoming
My Commission Expires Jan. 10, 1991

A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

PATRICIA E. LOONEY, being first duly sworn upon her oath, according to law, deposes and says:

1-

That she is a resident of the Town of Pinedale, County of Sublette, and State of Wyoming, and is an adult person;

2-

That this affidavit is made pursuant to the provisions of Section 2-9-102, Wyoming Statutes, 1977, 1980 Supplement, and concerns the following described real estate and premises situate in the County of Sublette and State of Wyoming, to-wit:

> Lot 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;

221768

RECORDED Aug 25 IN 88 12:00 PM
IN BOOK Misc 34 PAGE 107
FEES $ 10.00 Mary Lanyon COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

3-

That by warranty deed dated the 17th day of July, 1981, filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming, on the 21st day of July, 1981, and recorded in Book 22 of the Deed Records of said office at page 565, the above described real estate and premises were conveyed by ABNER L. HECOX and EMMA LEE HECOX, husband and wife, grantors, of the County of Sublette, and State of Wyoming, unto V. L. LOONEY and PATRICIA E. LOONEY, husband and wife, and to the survivor thereof as tenants by the entirety, grantees, of the Town of Pinedale, County of Sublette, and State of Wyoming;

4-

That the grantees named in the aforesaid warranty deed, V. L. LOONEY and PATRICIA E. LOONEY, were husband and wife at the time of said conveyance and the real estate so conveyed did vest in them, the said V. L. LOONEY and PATRICIA E. LOONEY, husband and wife, as tenants by the entirety;

5-

That the aforesaid V. L. LOONEY is deceased and that said V. L. LOONEY died on the 27th day of April, 1986, in the County of Sublette, and State of Wyoming;

6-

That all interest of the aforesaid V. L. LOONEY in and to the above described real estate and premises did upon his death and at the time of his death terminate, by operation of law, and this affiant did, by operation of law, at the time of death of V. L. LOONEY become the sole owner of the above described real estate and premises;

7-

That attached hereto is a copy of the official death certificate of VERNON L. LOONEY, JR., certified by the public authority wherein such original death certificate is a matter of record and that said VERNON L. LOONEY, JR., who is named in said death certificate is one and the same person as V. L. LOONEY named in the aforesaid warranty deed as a grantee with PATRICIA E. LOONEY, this affiant;

8-

That this affiant is one and the same person as PATRICIA E. LOONEY, grantee with V. L. LOONEY in the aforementioned warranty deed.

Patricia E. Looney
PATRICIA E. LOONEY

Subscribed and sworn to before me by PATRICIA E. LOONEY this 24th day of August, 1988.

FAYE HAMMONS - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Nov. 22, 1991

Faye Hammons
Notary Public

My Commission expires:

STATE OF WYOMING
DIVISION OF HEALTH AND MEDICAL SERVICES
CERTIFICATE OF DEATH

86-000980

LOCAL FILE NUMBER 01586

TYPE OR PRINT IN PERMANENT INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT—NAME: FIRST VERNON; MIDDLE L.; LAST LOONEY Jr.
SEX: MALE
STATE FILE NUMBER
3. DATE OF DEATH (Mo., Day, Yr.): APRIL, 27, 1986
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/SCOTCH/ NORW
5a. AGE—Last Birthday (Yrs.): 56
5b. UNDER 1 YEAR: MOS. / DAYS
5c. UNDER 1 DAY: HOURS / MINS
6. DATE OF BIRTH (Mo., Day, Yr.): DECEMBER, 27, 1929
7a. PLACE OF DEATH - Hospital or other Institution Name (If not in either give street and number): 12 MI. WEST HWY 191 ON COUNTY 354
7b. IF HOSP. OR INST. Indicate DOA, OP/Emer. Rm., Inpatient (Specify):
7c. CITY, TOWN OR LOCATION OF DEATH: RURAL DANIEL
7d. COUNTY OF DEATH: SUBLETTE
8. STATE OF BIRTH (If not in 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): PATRICIA ELLIS
12. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify Yes or No): YES
13. SOCIAL SECURITY NUMBER: 728-01-9876
14a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): RANCHER/REAL ESTATE
14b. KIND OF BUSINESS OR INDUSTRY: CATTLE/REAL ESTATE
15a. RESIDENCE-STATE: WYOMING
15b. COUNTY: SUBLETTE
15c. CITY, TOWN OR LOCATION: PINEDALE
15d. STREET AND NUMBER: BOX 322
15e. INSIDE CITY LIMITS? (Specify Yes or No): NO

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

PARENTS

16. FATHER - NAME FIRST: VERNON. MIDDLE: L. LAST: LOONEY
17. MOTHER'S MAIDEN NAME FIRST: CAPTOLA MIDDLE: M. LAST: AUS

INFORMANT

18a. INFORMANT—NAME (Type or Print): PATRICIA LOONEY
18b. MAILING ADDRESS STREET OR R.F.D. NO.: BOX 322 CITY OR TOWN: PINEDALE STATE: WYO. ZIP: 82941

DISPOSITION

19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify): BURIAL
19b. DATE (Mo., Day, Yr.): APRIL, 30, 86
19c. CEMETERY OR CREMATORY—NAME: PINEDALE
19d. LOCATION CITY OR TOWN: PINEDALE STATE: WYOMING
20a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Type/Sign): [signature illegible] NUMBER: 337
20b. NAME OF FACILITY: HUDSON'S FUNERAL HOME NUMBER: 115
20c. ADDRESS OF FACILITY: 164 N. BRIDGER AVE PINEDALE

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 MD
21b. DATE SIGNED (Mo., Day, Yr.): APRIL, 28, 1986
21c. HOUR OF DEATH: APROX. 7:30 A. M
21d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print):
NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): J. T. JOHNSTON MD. PINEDALE, WYO. 82941

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): J. T. Johnston CORONER
22b. DATE SIGNED (Mo., Day, Yr.): APRIL, 28, 1986
22c. HOUR OF DEATH: APROX. 7:30 A. M
22d. PRONOUNCED DEAD (Mo., Day, Yr.): ON APRIL, 27, 1986
22e. PRONOUNCED DEAD (Hour): AT 9:47 A. M

23. REGISTRAR: J. T. JOHNSTON MD. PINEDALE, WYO. 82941
24a. (Signature): [signature illegible]
24b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): APRIL, 28, 1986

CAUSE OF DEATH

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

25. PART I — IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).)
(a) DUE TO OR AS A CONSEQUENCE OF: [illegible] Interval between onset and death: [illegible]
(b) DUE TO, OR AS A CONSEQUENCE OF: Interval between onset and death
(c)
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. ACC., SUICIDE, HOM., UNDET., OR PENDING INVEST. (Specify): NATURAL
28b. DATE OF INJURY (Mo., Day, Yr.):
28c. HOUR OF INJURY: M
28d. DESCRIBE HOW INJURY OCCURRED:
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

APR 29 1986
8 1986

PHYSICIAN: The law requires that the death certificate be signed within 24 hours after death. W.S. 35-1-418(c)
Penalty for failure to do so. W.S. 35-1-431(b)

THIS IS TO CERTIFY that this reproduction is a true copy of a record on file in Wyoming Vital Records 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.

Date Issued February 5, 1987

[signature illegible]
Deputy State Registrar

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

MARY M. WILLIAMS, being first duly sworn, states as follows:

1. Affiant is the surviving tenant of a tenancy by the entirities with respect to the decedent hereinafter named; therefore, Affiant has an interest in the real property which is the subject matter of this affidavit.

2. Affiant states that WILLIAM E. WILLIAMS died at Rock Springs, County of Sweetwater, State of Wyoming, on April 9, 1988; the facts of said death more fully appear on the Certificate of Death, duly certified by the Deputy State Registrar, State of Wyoming, attached hereto as Exhibit "A" and by this reference incorporated herein.

3. The said decedent and this Affiant acquired as tenants by the entirety certain real property, by Warranty Deed, from VICTOR R. KERSEY and VIVIAN I. KERSEY, husband and wife, dated April 8, 1964, and recorded in the Office of the County Clerk of Sublette County, Wyoming, on January 12, 1966, in Book 12 of Deeds, at Page 642, which property is more particularly described as follows:

> Lot Four (4), Block Nine (9), of the Hennick Second Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appears on the plat thereof filed of record in the office of the County Clerk, Sublette County, Wyoming.

4. This Affidavit is filed for the purpose of establishing the fact of the death of said WILLIAM E. WILLIAMS, who was the owner with Affiant of the above described property, and to make an official record of the termination of the interest of said decedent in and to said property, pursuant to the provisions of W.S. § 2-9-102, thereby vesting fee simple title to the property herein described in Affiant, MARY M. WILLIAMS.

Mary M Williams
MARY M. WILLIAMS

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

Subscribed and sworn to before my by MARY M. WILLIAMS this ____ day of August, 1988.

Jo Ann Mahoney
Notary Public

My Commission expires:

221771

JO ANN MAHONEY
Notary Public - State of Wyoming
Sublette County, Wyoming
Commission Expires 27 Sept. 1988

RECORDED Aug. 25 19 88 1:46 P M
IN BOOK 54 Misc. PAGE 111
FEES $6.00 Mary L. Lockard COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mare Riley

STATE OF WYOMING

DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

42 — 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. WILLIAM	EUGENE	WILLIAMS	2. Male	3. April 9, 1988

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. Eng.-Welsh	5a. 74	5b.	5c.	6. September 9, 1913

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. Mem. Hosp. of Sweetwater County	7b. Inpatient	7c. Rock Springs	7d. Sweetwater

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. Wyoming	9. U.S.A.	10. Married	11. Mary Myers	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. 520-38-8487	14a. Retired Rancher	14b. Livestock

RESIDENCE-STATE	COUNTY	CITY, TOWN OR LOCATION	STREET AND NUMBER	INSIDE CITY LIMITS (Specify Yes or No)
15a. Wyoming	15b. Sublette	15c. Pinedale	15d. 205 North Tyler St.	15e. Yes

PARENTS

FATHER—NAME FIRST	MIDDLE	LAST	MOTHER'S MAIDEN NAME FIRST	MIDDLE	LAST
16. Henry		Williams	17. Maude		Huff

INFORMANT—NAME (Type or Print)	MAILING ADDRESS STREET OR R.F.D. NO.	CITY OR TOWN	STATE	ZIP
18a. Mrs. Maude Williams	18b. 205 North Tyler Street	Pinedale,	Wyoming	82941

DISPOSITION

BURIAL, CREMATION, REMOVAL, OTHER (Specify)	DATE (Mo., Day, Yr.)	CEMETERY OR CREMATORY—NAME	LOCATION CITY OR TOWN	STATE
19a. Removal	19b. 4-11-1988	19c. Pinedale Cemetery	19d. Pinedale,	Wyoming

FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	NUMBER	NAME OF FACILITY	NUMBER	ADDRESS OF FACILITY
20a. ▶ [signature]	398	20b. Vase Funeral Home	85	20c. 154 Elk Street, Rock Springs, 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. April 13, 1988	21c. 5:40P 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 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. Michael Sutphin, M.D., 1208 Hilltop Drive, Rock Springs, Wyoming 82901

REGISTRAR	DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
24a. (Signature) ▶ [signature]	24b. April 13, 1988

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).) — Interval between onset and death

PART I

(a) Fungal Septic Shock — Days

DUE TO, OR AS A CONSEQUENCE OF:

(b) Fungal Pyelonephritis — Months

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)

AUTOPSY (Specify Yes or No)	WAS CASE REFERRED TO CORONER (Specify Yes or No)
26. No	27. No

ACC., SUICIDE, HOM., UNDET., OR PENDING INVEST. (Specify)	DATE OF INJURY (Mo., Day, Yr.)	HOUR OF INJURY	DESCRIBE HOW INJURY OCCURRED
28a.	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. 35-1-418(c)
Penalty for failure to do so. W.S. 35-1-431(b)

Division of Health and Medical Services—Vital Records Services

R 2-78
83 15M

APR 21 1988

SEAL

THIS IS TO CERTIFY that this reproduction is a true copy of a record on file in Wyoming Vital Records 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.

Date Issued April 22, 1988

Deputy State Registrar

SHERIFF'S CERTIFICATE OF SALE UPON FORECLOSURE

THIS SHERIFF'S CERTIFICATE OF SALE, made by Joe Bolinger _____, Deputy Sheriff of Sublette County, State of Wyoming, to The Administrator of Veterans Affairs, an Officer of the United States of America, as purchaser at foreclosure sale.

W I T N E S S E T H

A mortgage was executed by James D. Carr and Sandra Carr, husband and wife, on October 1, 1975, payable to The Administrator of Veterans Affairs, an Officer of the United States of America, as recorded on October 1, 1975, in Book 27 of Mortgages, Page 197, Sublette County, Wyoming, for the following described real estate:

> A tract of land in the SW¼NE¼ of Section 36, T.30N., R.112W., 6th P.M., Sublette County, Wyoming, described as follows: Beginning at the center quarter corner of said Section 36, thence, S.87°34'E., 1,039.1 feet along the east-west midsection line of said Section 36; thence, North 186.70 feet, which is the point of beginning of the aforementioned tract; thence, continuing North 107 feet along a tract of land now belonging to Belco Petroleum Corporation to a point on the South right-of-way line of State Secondary Road No. 350, formerly No. S-98; thence, S.82°49'E., 105 feet along said right-of-way; thence Southerly 102 feet; thence Westerly 97 feet to the point of beginning;
>
> TOGETHER with all improvements and appurtenances situate thereon or thereunto appertaining or belonging.

A default having occurred under the terms of the mortgage and the entire balance then declared due and payable by the Mortgagee or its assignee and the election made to foreclose pursuant to W.S. § 34-4-101, et. seq., notice of sale was duly advertised and given pursuant to a copy of the legal publication attached hereto and the sale was then held at the date and place provided and the property was sold to The Administrator of Veterans Affairs, an Officer of the United States of America for the highest and best bid of $ 7,218.08 .

By virtue of the sale and purchaser's payment, under the authority of law, I hereby give and grant this Sheriff's Certificate of Sale to The Administrator of Veterans Affairs, an Officer of the United States of America, as purchaser, who will be entitled to a Sheriff's Deed for the property at the expiration of the period of redemption unless the property is redeemed prior to that date as provided by law. Upon the expiration of the period of redemption, being four months from the date of this sale, a Sheriff's Deed will be executed conveying the property to the purchaser or its assignee as the holder of this Sheriff's Certificate of Sale.

IN WITNESS WHEREOF, I set my hand this 26th day of August, 1988.

Joe B. Bolinger
Deputy Sheriff
Sublette County, Wyoming

221792

RECORDED Aug 26 IN 88 10:10 AM
IN BOOK 54 Misc. PAGE 113
FEES $ 5.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

113

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Joe Bolinger as the duly elected, qualified and acting Deputy Sheriff of Sublette County, Wyoming on this 26th day of August, 1988.

Witness my hand and official seal.

JAN RILEY - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Oct. 2, 1989

Jan Riley
Notary Public

My Commission Expires: 10-2-89

JAN RILEY - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Oct. 2, 1989

PROOF OF PUBLICATION

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

Todd Adams, being first duly sworn, deposes and says that he is the [redacted] of The Big Piney Roundup/The Pinedale Roundup, a weekly newspaper published at Pinedale, in said County and State, that the annexed notice was published in the regular issue of said paper 4 consecutive issues of said paper and not in a supplement, the first publication thereof being of the 21 day of July, 1988, and the last publication thereof on the 11 day of Aug., 1988.

Todd Adams

Subscribed in my presence and sworn to before me this 11 day of Aug, 1988.

Disney Brunette
Notary Public

My Commission expires October 7, 1990

Disney Brunette
County of Sublette
My Commission Expires
Notary Public
State of Wyoming
Oct. 7, 1990

NOTICE OF FORECLOSURE SALE

Default existing on a promissory note and real estate mortgage dated October 1, 1975 from JAMES D. CARR AND SANDRA CARR, husband and wife, payable to THE ADMINISTRATOR OF VETERANS AFFAIRS, an Officer of the United States of America of $13,500.00 which mortgage was recorded on October 1, 1975 in Sublette County, Wyoming in Book 27 of Mortgages, page 197, describing mortgaged real estate as:

A tract of land in the SW¼NE¼ of Section 36, T.30N., R.112W., 6th P.M., Sublette County, Wyoming; described as follows: Beginning at the center quarter of said Section 36, thence, S.87 degrees 34' E., 1,039.1 feet along the east-west midsection line of said Section 36; thence, North 186.70 feet, which is the point of beginning of the aforementioned tract; thence, continuing North 107 feet along a tract of land now belonging to Belco Petroleum Corporation to a point on the South right-of-way line of State Secondary Road No. 350, formerly No. S-98; thence, S.82 degrees 49' E., 105 feet along said right-of-way; thence Southerly 102 feet; thence Westerly 97 feet to the point of beginning;

TOGETHER with all improvements and appurtenances situate thereon or thereunto appertaining or belonging.

Non- payment and other defaults existing, acceleration having been declared and the entire remaining mortgage balance being now due and payable. No lawsuit has been filed to collect the mortgage debt or any portion thereof;

TAKE NOTICE that the mortgage will be foreclosed and the real estate sold by the Sheriff or Deputy Sheriff of Sublette County to the highest bidder for cash at public venue at the front door of the County Courthouse, Sublette County, PINEDALE, WYOMING at the hour of 10:00 a.m., FRIDAY, AUGUST 26, 1988. The balance due at this date is $5,409.83 unpaid principal, plus interest to date of sale, attorneys fees and foreclosure costs.

Dated June 8, 1988.

THE ADMINISTRATOR OF VETERANS AFFAIRS, AN OFFICER OF THE UNITED STATES OF AMERICA
c/o Whitehead, Gage and Davidson, P.C.
P.O. Box 247
Cheyenne, Wyoming 82003

Publish in the Pinedale Roundup July 21, 28, August 4, 11, 1988.

AFFIDAVIT

COMES NOW Edwin H. Whitehead, of legal age, being first duly sworn under oath, deposes and states:

1. I am an attorney admitted to practice in the State of Wyoming and residing therein.

2. I am one of the attorneys for The Administrator of Veterans Affairs, an Officer of the United States of America for the purpose of foreclosing by advertisement and sale of the mortgage executed by James D. Carr and Sandra Carr, husband and wife.

3. This mortgage covers the following described property:

A tract of land in the SW¼NE¼ of Section 36, T.30N., R.112W., 6th P.M., Sublette County, Wyoming, described as follows: Beginning at the center quarter corner of said Section 36, thence, S.87°34'E., 1,039.1 feet along the east-west midsection line of said Section 36; thence, North 186.70 feet, which is the point of beginning of the aforementioned tract; thence, continuing North 107 feet along a tract of land now belonging to Belco Petroleum Corporation to a point on the South right-of-way line of State Secondary Road No. 350, formerly No. S-98; thence, S.82°49'E., 105 feet along said right-of-way; thence Southerly 102 feet; thence Westerly 97 feet to the point of beginning.

4. That Notice of Intent to Foreclose mortgage by advertisement and sale was duly served upon the record owner(s), James D. Carr and Sandra Carr by written notice, by Certified Mail, Return Receipt Requested, a copy of which is attached hereto and marked Exhibit "A" having been served at least ten days before commencement of publication of notice of sale.

5. That there has been and there is no agreement, express or implied, between me and any other person as an attorney in the foreclosure proceeding, for any sharing or division of attorney's fees so to be allowed or added to the debt involved.

6. That the amount of attorney's fees incurred and due and owing in this matter for compensation is $450.00, this sum is a reasonable attorney's fee.

7. This fee, added to the debt of the mortgagors, is only as compensation for services actually rendered in the foreclosure proceeding.

8. Notice of Mortgage Foreclosure Sale was published for four (4) consecutive weeks, at least once in each week, in the Pinedale Roundup, a newspaper printed in the county where the premises included in the mortgage is situated.

FURTHER AFFIANT SAYETH NAUGHT.

Edwin H. Whitehead

Edwin H. Whitehead

221793

RECORDED Aug 26 IN 88 10:16 AM
IN BOOK 54 Misc. PAGE 116
FEES $ 14.00 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

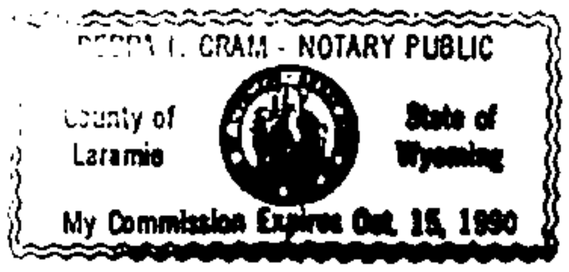
STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing Affidavit was subscribed and sworn to before me by Edwin H. Whitehead, this 19th day of August, 1988.

Witness my hand and official seal.

Notary Public

My Commission Expires:



118

Whitehead, Gage & Davidson, P.C.

ATTORNEYS AT LAW

SUE DAVIDSON
JACK GAGE
EDWIN H. WHITEHEAD
ROBERT T. MOXLEY

CITY CENTER BUILDING
1920 THOMES AVE., SUITE 300
P.O. BOX 247
CHEYENNE, WYOMING 82003
TELEPHONE (307) 635-4271
FAX NO. (307) 635-3556

April 19, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

James D. Carr
P.O. Box 581
Big Piney, WY 83113

Sandra Carr
P.O. Box 581
Big Piney, WY 83113

NOTICE OF INTENT TO FORECLOSE

Pursuant to the provisions of W.S. §34-4-103(a)(iv) notice is hereby given of the intent to foreclose a mortgage on the premises in Big Piney, Wyoming also described as:

A tract of land in the SW¼NE¼ of Section 36, T.30N., R.112W., 6th P.M., Sublette County, Wyoming, described as follows: Beginning at the center quarter corner of said Section 36, thence, S.87°34'E., 1,039.1 feet along the east-west midsection line of said Section 36; thence, North 186.70 feet, which is the point of beginning of the aforementioned tract; thence, continuing North 107 feet along a tract of land now belonging to Belco Petroleum Corporation to a point on the South right-of-way line of State Secondary Road No. 350, formerly No. S-98; thence, S.82°49'E., 105 feet along said right-of-way; thence Southerly 102 feet; thence Westerly 97 feet to the point of beginning.

You are advised that payments are delinquent and unpaid on the mortgage in the amount of $13,500.00 and that unless the loan is brought current within ten (10) days proceedings shall be instituted pursuant to the law for the foreclosure of the described real estate.

ADMINISTRATOR OF VETERANS AFFAIRS,
AN OFFICER OF THE UNITED STATES OF AMERICA

Original Signed By
EDWIN H. WHITEHEAD

Edwin H. Whitehead
Whitehead, Gage and
Davidson, P.C.
Its Attorneys

EHW:dlc

xc: Veterans Administration
Our File No. F88-028

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. [X] Show to whom delivered, date, and addressee's address. 2. [ ] Restricted Delivery.

3. Article Addressed to:
James D. Carr
P.O. Box 581
Big Piney, WY 83113

*VA-Carr, F88-028

4. Article Number
P-496 605 181

Type of Service:
[X] Registered [ ] Insured
[X] Certified [ ] COD
[ ] Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
X

6. Signature — Agent
X Kelly Wilson

7. Date of Delivery

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Feb. 1986 DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. [X] Show to whom delivered, date, and addressee's address. 2. [ ] Restricted Delivery.

3. Article Addressed to:
Sandra Carr
P.O. Box 581
Big Piney, WY 83113

*VA-Carr, F88-028

4. Article Number
P-496 605 182

Type of Service:
[X] Registered [ ] Insured
[X] Certified [ ] COD
[ ] Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
X

6. Signature — Agent
X Kelly Wilson

7. Date of Delivery

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Feb. 1986 DOMESTIC RETURN RECEIPT

[redacted] [redacted] [redacted]

AFFIDAVIT

STATE OF WYOMING)
: ss
County of Sublette)

Scott A. Sargent, Deputy Sheriff, being first duly sworn states that he did on the 29 day of April, 1988, serve upon James A. Carr, a Notice of Intent to Foreclose dated April 19, 1988, by leaving the original of same with Taped on the door at the home located at 1520 Piney Drive, Big Piney WY, as per request of Edwin H. Whitehead at 1:55 o'clock P.M., at 1520 Piney Drive, Big Piney, Wyoming.

FURTHER AFFIANT SAYETH NAUGHT.

Scott A. Sargent
Deputy Sheriff

STATE OF WYOMING)
) ss.
County of Sublette)

The foregoing Affidavit was acknowledged before me by Scott A. Sargent, Deputy Sheriff, this 29th day of April 1988.

Witness my hand and official seal.

Kay Lynn Ploerno
Notary Public

My Commission Expires:

Kay Lynn Ploerno Notary Public
County of Sublette State of Wyoming
My Commission Expires: Apr. 5, 1989

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 24th day of August, 1988, between JOHN R. STEVENS, a single man, as Seller, and BRADLEY WRIGHT and SHANNON WRIGHT, as Buyers. The Seller did agree to sell and the Buyers did agree to buy a certain tract of real property described as follows, to-wit:

Lot One (1) and the East One-Half (E½) of Lot Two (2), Block Eight (8), C.P. MacGlashan's First Addition to the Town of Big Piney, Sublette County, Wyoming;

TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in the U.S. patents or of record and to easements and rights-of-way of record or in use; and, to prior mineral reservations of record.

Buyers' address for tax purposes is P.O. Box 1132, Big Piney, WY 83113.

There are many other covenants in the original Agreement For Deed of which each party has a copy.

DATED this 24th day of August, 1988.

221796

RECORDED Aug. 26 1988 1:00 PM
IN BOOK 54 Misc. PAGE 122
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

SELLER:

John R. Stevens
JOHN R. STEVENS

BUYERS:

Bradley Wright
BRADLEY WRIGHT

Shannon Wright
SHANNON WRIGHT

STATE OF WYOMING)
) ss.
COUNTY OF HOT SPRINGS)

The foregoing **Memorandum of Agreement** was acknowledged before me by JOHN R. STEVENS, this 17th day of August, 1988.

WITNESS my hand and official seal.

Minnie L. Miller
County of
Hot Springs
My Commission Expires
Notary Public
State of
Wyoming
Nov. 30, 1991

Minnie L. Miller
NOTARY PUBLIC

My Commission Expires: 11/30/91

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum of Agreement** was acknowledged before me by BRADLEY WRIGHT and SHANNON WRIGHT, this 24th day of August, 1988.

WITNESS my hand and official seal.

Kathryn Johnsey
County of
Sublette
My Commission Expires
2-11-92
Notary Public
State of
Wyoming

Kathryn Johnsey
NOTARY PUBLIC

My Commission Expires: 2-11-92

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made and entered into this 17 day of ~~April~~ May, 1988, by and between JANET D. TIBBALS, a single person, hereinafter referred to as Seller, of Sublette County, Wyoming, and GREG P. STAINBROOK and JONI A. STAINBROOK, husband and wife, hereinafter referred to as Buyers, of Sweetwater County, Wyoming.

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THAT CERTAIN CONTRACT ENTERED INTO BY THE PARTIES ON THE 15th DAY OF ~~APRIL~~ May, 1988, IT IS MUTUALLY AGREED THAT:

1. Seller has sold, granted, conveyed, assured and warranted to Buyers, and Buyers have purchased all of the following described real property:

> The Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 4, Township 31 North, Range 106 West of the 6th Principal Meridian, Sublette County, Wyoming; together with all improvements thereon, and easements, appurtenances and incidents belonging or appertaining thereto, or used in connection therewith, and together with all water and water rights, ditch and ditch rights, and reservoir and reservoir rights belonging or appertaining thereto or used in connection therewith; subject, however, to all exceptions, reservations, covenants, conditions, and easements or rights of way of record, or in use; and RESERVING AND EXCEPTING therefrom, however, to Grantor, one-half (1/2) of the mineral rights in the property, including oil, gas and any other minerals in, on or under said property.

2. Seller has executed a good and sufficient Warranty Deed conveying title to the above-described property to Buyers and has retained custody of said deed for delivery to Buyers upon payment by Buyers of the full consideration for said property upon the terms and conditions set forth in the Contract of Sale.

3. This Memorandum of Agreement is incidental and subordinate to the terms of the Contract of Sale, and in the event of any conflict between the Contract of Sale and this Memorandum of Agreement, the terms of the Contract of Sale shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year hereinabove first written.

221797

RECORDED Aug. 26 1988 1:00 PM
IN BOOK 54 Misc. PAGE 123
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

SELLER:

Janet D. Tibbals
Janet D Tibbals

BUYERS:

Greg P. Stainbrook
Greg P. Stainbrook

Joni A. Stainbrook
Joni A. Stainbrook

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

27th The foregoing instrument was acknowledged before me this ____ day of ~~April~~ May, 1988, by Janet D. Tibbals, a single person.

WITNESS my hand and official seal.

Joe Riley Notary Public
(SEAL) Sublette County
State of Wyoming
My Commission Expires Oct. 2, 1989

Jan Riley
Notary Public

My Commission Expires: 10-2-89

THE STATE OF WYOMING)
Sublette) ss.
COUNTY OF ~~SWEETWATER~~)

The foregoing instrument was acknowledged before me this 17th day of ~~April~~ May 1988, by Greg P. Stainbrook and Joni A. Stainbrook, husband and wife.

WITNESS my hand and official seal.

PEGGY A. STAINBROOK NOTARY PUBLIC SUBLETTE COUNTY WYOMING
(SEAL)

Peggy A. Standage
Notary Public

My Commission Expires: Sept. 21, 1991

PROMISSORY NOTE

$22,000.00 DATED 8/26/88

In the manner, and at the time hereinafter provided, after date, for value received, we the undersigned, LEROY A. NEUMAYER and JOAN E. NEUMAYER, husband and wife, promises to pay to the order of JOSEPH R. HICKS and EDNA E. HICKS, husband and wife, as tenants of an estate by the entireties, with full right of survivorship and not as tenants in common, the sum of Twenty-Two Thousand and NO/100 ($22,000.00) Dollars in lawful money of the United States of America. Interest shall accrue from 8/19/88. All payments shall be made as follows:

JOSEPH R. HICKS and EDNA E. HICKS, P.O. Box 611, Pinedale, WY 82941:

This note is payable as follows:

The principal amount of $22,000.00 shall be payable in 120 equal monthly payments of $266.92 each, which include interest at the rate of 8% per annum; first said payment due 9/19/88 and on the 19th day of each month thereafter until paid in full.

It is expressly understood and agreed that default or failure to make any payments after the same shall become due and after thirty (30) days written notice of said default, as provided for herein, shall at the option of the holder or holders hereof, operate to make the full unpaid balance of this note immediately due and payable in full. Failure to exercise this option upon any one occasion shall not constitute a waiver of the right to exercise the same upon any subsequent default.

If payment shall not be made as herein provided and this note be placed with an attorney for collection, the undersigned, further promises and agrees to pay all costs of collection, including a reasonable and additional amount for attorney's fees. The undersigned, whether principal, surety, guarantor, endorser or other part hereto, also agree and hereby waive presentment for payment, notice of nonpayment, protest and notice of protest, and consent that time of payment may be extended without notice thereof.

DATED this 26 day of August, 1988.

Leroy A. Neumayer
LEROY A. NEUMAYER

Joan E. Neumayer
JOAN E. NEUMAYER

221868

Peggy A. Standage
Notary Public

Peggy A. Standage Notary Public
County of Sublette State of Wyoming
My Commission Expires Sept. 21, 1991

RECORDED Sept. 6 1988 10:30 AM
IN BOOK 54 Misc. PAGE 125
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

AN EASEMENT TWELVE FEET IN WIDTH, ON EACH SIDE OF EACH LOT LINE IS HEREBY GRANTED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITES.

THIS SUBDIVISION IS SUBJECT TO ALL COVENANTS, RESTRICTIONS, CONDITIONS AND RESERVATIONS OF RECORD.

Frank T. Kovacich
FRANK T. KOVACICH

Ardeith Kovacich
ARDEITH KOVACICH

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY FRANK T. KOVICICH AND ARDEITH KOVACICH, HUSBAND AND WIFE, THIS 16th DAY OF August, 1988.

WITNESS MY HAND AND OFFICIAL SEAL: Fay M Robertson
NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-20-90

CERTIFICATE OF APPROVAL

PURSUANT TO SECTION 34-12-103 AND 34-12-104, WYOMING STATUTES, 1977 AS AMENDED, THE GYPSUM CREEK SUBDIVISION NO. 6 WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS ON THE 6TH DAY OF September, 1988. PLAT APPROVAL DOES NOT CONSTITUTE ACCEPTANCE OF THE STREETS AND OR ROADWAYS AS COUNTY ROADS. DESIGNATION OF COUNTY ROADS IS ONLY ACCOMPLISHED BY COMPLIANCE WITH PROVISIONS OF SECTION 24-3-101, WYOMING STATUTES, 1977, AS AMENDED.

BOARD OF COUNTY COMMISSIONERS
SUBLETTE COUNTY, WYOMING

Louie Tomassi
LOUIE TOMASSI, CHAIRMAN

Floyd E. Bousman
FLOYD E. BOUSMAN, COMMISSIONER

Monte B. Skinner
MONTE B. SKINNER, COMMISSIONER

221870

STATE OF WYOMING
COUNTY
CLERK
SUBLETTE COUNTY

Mary L. Lankford
MARY L. LANKFORD, COUNTY CLERK

RECORDED Sept 6 1988 1:30 PM
IN BOOK 54 Misc. PAGE 126
FEES 5.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Marie Riley

GYPSUM CREEK
SUBDIVISION NO. 6

(BEING LOT 12, GYPSUM CREEK SUBDIVISION NO.3)
LOCATED IN
THE NE1/4 SECTION 36
T.38N. R.110W.
SUBLETTE COUNTY, WYOMING

8-09-88
7-22-88
4-29-88
-2-87

JO 1422

The State of Wyoming)
: ss.
County of Sweetwater)

A F F I D A V I T

Ken Scott, of lawful age, being first duly sworn upon his oath according to law, deposes and says:

1. That Arlene Scott died at Salt Lake City, Salt Lake County, Utah, on August 5, 1988.

2. That on the 13th day of January, 1978, Ken Scott and Arlene Scott, husband and wife, purchased the following described real property from Sweetwater Federal Savings & Loan Association as Trustee for William L. Christie and Ezio Valentini:

> Lot Ninety-four (94) of the Green River Ranch Unit B, being a portion of Sections Two (2), and Eleven (11), Township 35 North, Range 111 West, 6th Principal Meridian, Sublette County, Wyoming, as said parcel or lot is laid down and described on the duly recorded plat thereof on file and of record in the Office of the Sublette County Clerk and Ex-Officio Register of Deeds, subject to all prior exceptions and reservations of record. Said Warranty Deed being executed in accordance with the terms of a Trust Agreement dated April 1, 1973, by and between Jack D. Richardson and Norma J. Richardson, husband and wife, Trustors, and William L. Christie and Ezio Valentini, Purchasers.

3. That Sweetwater Federal Savings & Loan Association, Trustee for William L. Christie and Ezio Valentino, duly and regularly executed and delivered a Warranty Deed dated January 13, 1978, in favor of Ken Scott and Arlene Scott, husband and wife, grantees, which warranty deed was filed for record in the office of the County Clerk within and for Sublette County, Wyoming, on 7th day of June, 1978, and recorded in Book 167 on Page 20 of Deeds, under Reception No. 167147.

4. That at the time of said purchase, and the execution and delivery of said warranty deed, the conveyance of the real property hereinabove described was made to Ken Scott and Arlene Scott, husband and wife, which created a tenancy by the entireties, and they owned and held the title to said real property as tenants by the entireties continuously from said January 13, 1978, until the death of Arlene Scott on August 5, 1988.

5. That Ken Scott survived Arlene Scott and by virtue thereof, said tenancy by the entireties vested in him upon the death of said Arlene Scott, and that he then became the sole owner in fee simple of all the real property hereinbefore particularly described.

6. 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, Arlene Scott, certified to by the public authority in which such original death certificate is made of record.

Dated this 6 day of Sept., 1988.

221880

Ken Scott
Ken Scott

RECORDED Sept. 7 19 88 11:15 A.M.
IN BOOK 54 Misc. PAGE 127
FEES $ 8.00 Mary C. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

127

Subscribed and sworn to before me this 6th day of September, 1988.

My commission expires:

Aug 1, 1989

Notary Public

SALT LAKE CITY - COUNTY HEALTH DEPARTMENT
DIVISION OF VITAL STATISTICS

CERTIFICATE OF DEATH
STATE OF UTAH - DEPARTMENT OF HEALTH

LOCAL FILE NUMBER 18-2844 — STATE FILE NUMBER

NAME OF DECEDENT: FIRST	MIDDLE	LAST	SEX	RACE (White, Black, Am. Indian, etc.) Specify	DATE OF DEATH (Month, Day, Year)
1. Arlene		Scott	2. Female	3. White	4. August 5, 1988

WAS DECEDENT OF SPANISH ORIGIN? YES ☐ NO ☒ If yes, indicate type: Mexican ☐ Puerto Rican ☐ Cuban ☐ Other ☐ (If other, specify)	DATE OF BIRTH (Month, Day, Year)	AGE (Last Birthday)	IF UNDER 1 year: Months / Days	IF UNDER 24 HOURS: Hours / Minutes
5.	6. November 4, 1924	7. 63 Yrs.		

BIRTHPLACE (State or foreign country)	CITIZEN of what country	Never Married ☐ Married ☒ Widowed ☐ Divorced ☐	EDUCATION—(Specify only highest grade completed) Elementary or Secondary (0-12) College (13-16 or 17+)	SOCIAL SECURITY NUMBER
8. Wyoming	9. U.S.A.	10.	11. -10-	12. 520-18-1732

USUAL OCCUPATION (Give kind of work done during most of working life, even if retired.)	KIND OF BUSINESS OR INDUSTRY	NAME of surviving spouse (If wife, enter maiden name.)
13a. Housewife	13b. Homemaker	14. Kenneth Scott

NAME OF FATHER	MAIDEN NAME OF MOTHER	Was decedent ever in U.S. Armed Forces?
15. James Miller	16. Clara Major	17. YES ☐ NO ☒

USUAL RESIDENCE—(Street address or location)	INSIDE CITY LIMITS? YES / NO	NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT
18a. 1126 Converse Court	18b. ☒ / ☐	19. Kenneth Scott -Husband- 1126 Converse Court Rock Springs, Wyoming82901

CITY OR TOWN	COUNTY	STATE AND ZIP CODE
18c. Rock Springs	18d. Sweetwater	18e. Wyoming 82901

NAME of hospital, nursing home or other institution where death occurred. (If outside an institution, give street address or location.)	☒ Inpatient ☐ E.D. patient ☐ DOA	CITY OR TOWN	COUNTY
20a. L.D.S. Hospital		20b. Salt Lake	20c. Salt Lake

MEDICAL EXAMINER: I hereby certify that to the best of my knowledge the death occurred at the hour, date and place stated above from the causes stated below based on examination of the body and/or investigation of the circumstances. Decedent was pronounced dead at: HOUR: DATE:
21a.

PHYSICIAN OR MEDICAL EXAMINER SIGNATURE 21b. James E. Pearl — TIME of death (24 hr. clock) 21c. 1756

PHYSICIAN: I hereby certify that to the best of my knowledge the death occurred at the hour, date and place stated above from the causes stated below, that I attended the decedent, and I last saw the decedent alive on: 21d. month 8 day 5 year 88

CERTIFIER'S name and title (Type or print) 21e. James E. Pearl M.D. — DATE SIGNED (Month, Day, Year) 21f. 8/8/88

If not certified by medical examiner, was death reported to him? YES ☐ NO ☒ If yes, enter the date and hour reported. M.E. Case No. _____
22. HOUR: MO. DAY YEAR

CERTIFIER'S address and zip code 21g. 324 10th Avenue SLC, Utah 84114 — UTAH PHYSICIAN LICENSE NUMBER 21h. 5314

Burial ☐ Removal ☒ Entombment ☐ Cremation ☐ Other ☐ — DATE 23b. August6, 1988

SIGNATURE of Funeral Director 24. Michael P. O'Donnell

FUNERAL HOME—Name, address and license number 25. Neil O'Donnell & Sons #58 372 East 100 South SLC, Utah

23a. NAME AND LOCATION OF CEMETERY OR CREMATORY 26. Mountain View Cemetery Rock Springs, Wyoming

LOCAL REGISTRAR—Signature 27. Harry L. Gibbons M.D. M.P.H.

Date accepted for registration by local registrar 28. Aug. 6, 1988 — Aug. 10, 1988

PART I. DEATH WAS CAUSED BY: (Enter only one cause per line for A, B and C)

		Interval between onset and death
IMMEDIATE CAUSE: (A)	Overwhelming Sepsis	2 days
DUE TO, OR AS A CONSEQUENCE OF (B)	Dead Bowel - small and large	2 days
DUE TO, OR AS A CONSEQUENCE OF (C)	Cardiac Arrest - Ventricular tachycardia	7 days

CONDITIONS IF WHICH GAVE RISE TO THE IMMEDIATE CAUSE (A), STATING THE UNDERLYING CAUSE LAST.
29.

PART II. OTHER SIGNIFICANT CONDITIONS—CONTRIBUTING TO DEATH, BUT NOT RELATED TO THE IMMEDIATE CAUSE GIVEN IN PART I.
30.

AUTOPSY YES ☒ NO ☐ 31a. — IF YES, were findings considered in determining cause of death? YES ☐ NO ☐ 31b.

Accident ☐ Suicide ☐ Homicide ☐ Pending investigation ☐ Undetermined if Injured Accidently or Purposely ☐ 32.

DATE of Injury (Month, Day, Year) 33a. — TIME OF INJURY (24 Hour Clock) 33b. — INJURY AT WORK? YES ☐ NO ☐ 34. — PLACE OF INJURY (Specify home, farm, factory, freeway, street, office buildings, etc.) 35.

LOCATION OF INJURY—STREET AND NUMBER OR LOCATION AND CITY OR TOWN. 36a.

Distance from place of injury to usual residence (Item 18) 36b. Miles

Were laboratory tests done for drugs or toxic chemicals? 37. YES ☐ NO ☐

Were laboratory tests done for alcohol? 38. YES ☐ NO ☐

DESCRIBE HOW INJURY OCCURRED (enter sequence of events which resulted in injury, NATURE OF INJURY SHOULD BE ENTERED IN ITEM 29)

If motor vehicle accident, specify if decedent was driver, passenger or pedestrian. 40.

This is to certify that this is a true copy of the information on file in this office. This certified copy is issued under authority of Section 26-15-26 of the Utah Code Annotated, 1953 as amended.

Date Issued AUG 10 1988

Harry L. Gibbons, M.D., M.P.H.
Director of Health

Mary Lee J. Mackay
DEPUTY REGISTRAR

WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY FOR OFFICIAL PURPOSES.

SHERIFF'S CERTIFICATE OF PURCHASE AT FORECLOSURE SALE

THIS CERTIFICATE made this 31st day of August, 1988, by Sheriff of Sublette County, State of Wyoming, to FIRST WYOMING BANK - BIG PINEY,

W I T N E S S E T H:

WHEREAS, a Mortgage was executed by Ronald C. Hansen and Joan Faye Hansen, as joint tenants, the 10th day of December, 1986, to First Wyoming Bank, N.A. - Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, for the following described real property:

Township 34 North, Range 110 West of the 6th P.M., Sublette County, Wyoming.
Section 17: SW¼NW¼
Also known as Tract 92, C L Bar Ranches, Sublette County, Wyoming.

which Mortgage was on the 17th day of December, 1986, duly recorded in Book 47, Page 12, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming; and,

WHEREAS, a delinquency in payments occurred, pursuant to provisions of said Mortgage and the said First Wyoming Bank, N.A. - Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, did elect to accelerate and declare the power of sale contained in said Mortgage to be operative; that pursuant to the provisions of Wyoming Statutes, 1977, §34-4-101 through §34-4-113, I, Jack N. Cain, do hereby certify that property is situated in Sublette County, Wyoming, and more particularly described above, and was duly advertised in the Pinedale Roundup, a newspaper of general circulation in Sublette County, Wyoming, for four (4) consecutive weeks, to-wit: August 4, 11, 18, 25, 1988, and is more fully shown by the Affidavit of Publication attached hereto; and

THAT said property was sold in one parcel at public vendue in accordance with the Notice of Foreclosure Sale at the date and time set forth, to-wit: August 31, 1988 at 10:00 a.m. Said sale was made by me, and the above described property was sold to FIRST WYOMING BANK - BIG PINEY in the sum of $10,000.00; and

THAT by virtue of said sale and purchase, the payment of said money as aforesaid by said Purchaser, and the authority vested in me thereby and by law, I hereby give and grant this, my Certificate of Sale, to FIRST WYOMING BANK - BIG PINEY, and do hereby certify that said Purchaser will be entitled to a Sheriff's Deed of such lands and tenements at the expiration of twelve (12) months and thirty (30) days from the date of this sale, unless the same shall have been redeemed prior to that date as provided by law, and that I will give and grant unto the said FIRST WYOMING BANK - BIG PINEY, its successors or assigns, a Deed conveying said property as provided by law.

221897

RECORDED Sept. 8 19 88 10:30 AM
IN BOOK 54 Misc. PAGE 130
FEES $ 18.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By: Marie S.

IN WITNESS WHEREOF, I have hereunto set my hand this 31 day of August, 1988.

SHERIFF OF SUBLETTE COUNTY,
STATE OF WYOMING

Jack N. Cain

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

On this 31 day of August, 1988, before me personally appeared Jack N. Cain, to me personally known, who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed for the purposes therein set forth.

Witness my hand and official seal.

Mary L Lankford
~~Notary Public~~ County Clerk
By: Mona Riley - Deputy Clerk

My ~~Commission~~ expires: 1-7-91

A F F I D A V I T

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

John C. Patton, being duly sworn, states:

1. That he is an attorney duly admitted to practice law in the State of Wyoming.

2. That he is a member of the firm of McNIFF and PATTON, attorneys for First Wyoming Bank, N.A. - Big Piney n/k/a First Wyoming Bank - Big Piney.

3. That he caused a Notice of Intent to Foreclose Mortgage by advertisement and sale to be sent to Ronald C. Hansen and Joan Faye Hansen, as joint tenants, the record owner and there being no person in possession of the premises covered by said Mortgage, by Certified Mail with Return Receipt Requested, on July 18, 1988, at least ten (10) days before the commencement of publication of the Notice of Sale.

FURTHER AFFIANT SAYETH NAUGHT.

JOHN C. PATTON

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was subscribed and sworn to before me by JOHN C. PATTON this 31st day of August 1988.

Witness my hand and official seal.

Monica L Lincoln
Notary Public

MONICA L. LINCOLN - Notary Public
County of Laramie State of Wyoming
My Commission expires June 30, 1991

My commission expires:

A F F I D A V I T

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

John C. Patton, being first duly sworn upon his oath, deposes and says as follows:

1. That he is an Attorney at Law and has been admitted to practice in the State of Wyoming, is a member of the firm of McNIFF and PATTON, and is a resident of the State of Wyoming.

2. That this Affidavit is being filed pursuant to the provisions of §34-4-112, Wyoming Statutes, 1977, and has been filed with the sheriff below named.

3. That on the 31st day of August, 1988, he caused a Mortgage to be foreclosed in Pinedale, Wyoming, and that the mortgaged premises were sold by the Sheriff of Sublette County at 10:00 a.m. on said date.

4. That there is no agreement, express or implied, between himself and his client, First Wyoming Bank, N.A. -Big Piney n/k/a First Wyoming Bank - Big Piney, nor between himself and any other person for any sharing or division of the $360.00 fee which was charged for said foreclosure except with partners of McNIFF and PATTON or other attorneys as they may hire to participate in the foreclosure action.

5. That the mortgage referred to was given by Ronald C. Hansen and Joan Faye Hansen, as joint tenants, to First Wyoming Bank, N.A. - Big Piney n/k/a First Wyoming Bank -Big Piney, Mortgagee, for the following described real property:

Township 34 North, Range 110 West of the 6th P.M.,
Sublette County, Wyoming.
Section 17: SW¼NW¼
Also known as Tract 92, C L Bar Ranches, Sublette
County, Wyoming.

which mortgage was on the 10th day of December, 1986, duly recorded in Book 47, Page 12, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming.

FURTHER AFFIANT SAYETH NAUGHT.

JOHN C. PATTON

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was subscribed and sworn to before me by JOHN C. PATTON this 31st day of August, 1988.

Witness my hand and official seal.

Monica L Lincoln
Notary Public

MO[illegible]LINCOLN - Notary Public
Co[illegible] State of
La[illegible] Wyoming
My Comm[illegible]es June 30, 1991

My Commission expires:

[redacted]UBLICATION

NOTICE OF FORECLOSURE SALE

Default having been made in the conditions of that certain Mortgage deed dated December 10, 1986, given by Ronald C. Hansen and Joan Faye Hansen, as joint tenants, Mortgagor, to First Wyoming Bank, N.A.- Big Piney n/k/a First Wyoming Bank- Big Piney, Mortgagee, to secure the payment of one certain Promissory Note of even date therewith, which Mortgage embraced the following described real property to-wit:

Township 34 North, Range 110 West of the 6th P.M., Sublette County, Wyoming.
Section 17: SW¼NW¼ also known as Tract 92, C L Bar Ranches, Sublette County, Wyoming.

which Mortgage was on the 17th day of December, 1986, duly recorded in Book 47, Page 12, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming. That Ronald C. Hansen and Joan Faye Hansen, as joint tenants, are presently in default on the Note and Mortgage; and

WHEREAS, the default in said Mortgage has occured by reason of the failure of the Mortgagor to pay the principal and the interest due thereon when the same became due and payable and said Mortgage contained a power of sale to the effect that a default occurring in the conditions thereof will authorize the Mortagee or its assigns at its or their option to declare the debt secured thereby to be due and payable and proceed according to law to advertise and sell said property to satisfy the same; and

WHEREAS, no suit or proceeding has been instituted at law to recover the debt remaining secured by said Mortgage, or any part thereof; and First Wyoming Bank, N.A.- Big Piney n/k/a First Wyoming Bank- Big Piney is the owner of said Note and Mortgage; and

WHEREAS, written notice of intent to foreclose the Mortgage by advertisement and sale has been served upon record owner and Mortgagor;

NOW, THEREFORE, Notice is hereby given that the above described real property will be offered for sale and sold by the Sheriff of Sublette County, Wyoming, or his Deputy, to the highest bidder for cash at public vendue at the front steps of the Sublette County Courthouse, Pinedale, Wyoming, at the hour of 10:00 a.m., on August 31, 1988; that the amount due and owing at the date of this notice is $20,118.54 principal, $1,376.45 interest through August 23, 1988, and $360.00 attorneys' fees, or a total of $21,854.99, together with costs of this foreclosure action.

[illegible] 1st, 1988.

[illegible] after the date of the first publication of said Court, on or before three (3) months office of the Clerk of the District Court of

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

I, ... Todd Adams [redacted] ....., being first dully sworn, deposes and says that he is the Editor of The Pinedale Roundup, a weekly newspaper published at Pinedale, in said County and State, that the annexed notice was published in.....4.....consecutive issues of said paper and not in a supplement, the first publication thereof being of the.....4.....day of .....Aug....., 19.88 and the last publication thereof on the...25...day of.....Aug..., 19.88.

Todd Adams

Subscribed in my presence and sworn to before me this .....25..... day of .....Aug....., 1988

Disney Brunette
Notary Public

My Commission expires October 7, 1990

Disney Brunette
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Oct. 7, 1990

NOTICE OF INTENT TO FORECLOSE MORTGAGE

TO: Ronald C. Hansen
Joan Faye Hansen
P.O. Box 1038
Big Piney, WY 83113

TAKE NOTICE that pursuant to applicable Wyoming Statutes, and in particular Wyoming Statutes (1977) §34-4-103, you are hereby notified that First Wyoming Bank, N.A. - Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, intends to foreclose by advertisement and sale that certain mortgage given and executed by Ronald C. Hansen and Joan Faye Hansen, as joint tenants, to secure a Mortgage Note given and executed by Ronald C. Hansen and Joan Faye Hansen, as joint tenants. Said note and mortgage was given and executed on December 10, 1986 and recorded on December 17, 1986, in Book 47, Page 12, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, to First Wyoming Bank, N.A. - Big Piney n/k/a First Wyoming Bank - Big Piney. Ronald C. Hansen and Joan Faye Hansen, as joint tenants, are presently in default on the Note and Mortgage, date of the last payment being February 2, 1988. That the principal balance due on said Note and Mortgage is $20,118.54, plus delinquent interest from February 2, 1988 to May 26, 1988, for a total of $20,853.82 plus accruing interest from August 30, 1988 for $641.17.

THIS NOTICE is sent to you as the record owner of the mortgaged premises described as:

Township 34 North, Range 110 West of the 6th P.M.,
Sublette County, Wyoming.
Section 17: SW¼NW¼
Also known as Tract 92, C L Bar Ranches, Sublette County, Wyoming.

by certified mail, with return receipt requested, mailed to your last known address ten (10) days before the

commencement of the publication of the Notice of Sale.

THE DATE of first publication of Notice of Foreclosure Sale will be August 4, 1988, and sale of said premises will be conducted by the Sheriff of Sublette County, Wyoming on August 31, 1988, at 10:00 a.m., at the front steps of the Sublette County Courthouse, Pinedale, Wyoming.

DATED this 18 day of July, 1988.

FIRST WYOMING BANK - BIG PINEY

By:

JOHN C. PATTON
of McNIFF & PATTON
1920 Thomes Ave., Suite 600
P. O. Box 945
Cheyenne, Wyoming 82001
Attorney for Mortgagee

SENDER: Complete items 1 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery
†(Extra charge)†

3. Article Addressed to:
State of Wyoming
Employment Security Commission
P.O. Box 2760
Casper, Wyoming 82602

4. Article Number P 690 989 374
Type of Service:
☐ Registered ☐ Insured
☐ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

8. Addressee's Address (ONLY if requested and fee paid)

5. Signature — Addressee
X

6. Signature — Agent
X

7. Date of Delivery
7-19-88

PS Form 3811, Mar. 1987 * U.S.G.P.O. 1987-178-268 DOMESTIC RETURN RECEIPT

DOMESTIC RETURN RECEIPT * U.S.G.P.O. 1987-178-268 PS Form 3811, Mar. 1987

7. Date of Delivery
X STATE OF WYOMING
6. Signature — Agent
X DAFC-CS-CENTRAL MAIL
5. Signature — Addressee
State of Wyoming Department
of Revenue and Taxation
Herschler Building
Cheyenne, Wyoming 82002
3. Article Addressed to:
4. Article Number P 690 989 373
Type of Service:
☐ Registered ☐ Insured
☐ Certified ☐ COD
☐ Express Mail
Always obtain signature of addressee or agent and DATE DELIVERED.
8. Addressee's Address (ONLY if requested and fee paid)
DOMESTIC RETURN RECEIPT
PS Form 3811, Mar. 1987 * U.S.G.P.O. 1987-178-268

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery
†(Extra charge)†

3. Article Addressed to:
Mr. John V. Crow
County Attorney
P.O. Box 1010
Pinedale, WY 82941-1010

4. Article Number P 690 989 376
Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

8. Addressee's Address (ONLY if requested and fee paid)

5. Signature — Addressee
X

6. Signature — Agent
X

7. Date of Delivery
7-23-88

PS Form 3811, Mar. 1987 * U.S.G.P.O. 1987-178-268 DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery
†(Extra charge)†

3. Article Addressed to:
Ronald C. Hansen
Joan Faye Hansen
P.O. Box 1038
Big Piney, WY 83113

4. Article Number P 690 989 372
Type of Service:
☐ Registered ☐ Insured
☐ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

8. Addressee's Address (ONLY if requested and fee paid)

5. Signature — Addressee
X

6. Signature — Agent
X

7. Date of Delivery
7-23-88

PS Form 3811, Mar. 1987 * U.S.G.P.O. 1987-178-268 DOMESTIC RETURN RECEIPT

SHERIFF'S CERTIFICATE OF PURCHASE AT FORECLOSURE SALE

THIS CERTIFICATE made this 31st day of August, 1988, by Sheriff of Sublette County, State of Wyoming, to FIRST WYOMING BANK - BIG PINEY,

W I T N E S S E T H:

WHEREAS, a Mortgage was executed by Ron C. Hansen and Joan F. Hansen, as joint tenants, the 10th day of December, 1986, to First Wyoming Bank, N.A. - Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, for the following described real property:

Lots 5, 6, 7, and 8, Block 3, Marbleton Townsite, Sublette County, Wyoming.

which Mortgage was on the 17th day of December, 1986, duly recorded in Book 47, Page 16, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming; and,

WHEREAS, a delinquency in payments occurred, pursuant to provisions of said Mortgage and the said First Wyoming Bank, N.A. - Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, did elect to accelerate and declare the power of sale contained in said Mortgage to be operative; that pursuant to the provisions of Wyoming Statutes, 1977, §34-4-101 through §34-4-113, I, Jack N. Cain, do hereby certify that that property is situated in Sublette County, Wyoming, and more particularly described above, and was duly advertised in the Pinedale Roundup, a newspaper of general circulation in Sublette County, Wyoming, for four (4) consecutive weeks, to-wit: August 4, 11, 18, 25, 1988, and is more fully shown by the Affidavit of Publication attached hereto; and

THAT said property was sold in one parcel at public vendue in accordance with the Notice of Foreclosure Sale at the date and time set forth, to-wit: August 31, 1988 at 10:00 a.m. Said sale was made by me, and the above described property was sold to FIRST WYOMING BANK - BIG PINEY in the sum of $9,000.00; and

THAT by virtue of said sale and purchase, the payment of said money as aforesaid by said Purchaser, and the authority vested in me thereby and by law, I hereby give and grant this, my Certificate of Sale, to FIRST WYOMING BANK - BIG PINEY, and do hereby certify that said Purchaser will be entitled to a Sheriff's Deed of such lands and tenements at the expiration of three (3) months and thirty (30) days from the date of this sale, unless the same shall have been redeemed prior to that date as provided by law, and that I will give and grant unto the said FIRST WYOMING BANK - BIG PINEY, its successors or assigns, a Deed conveying said property as provided by law.

221898

-1-

RECORDED Sept. 8 1988 10:30 AM
IN BOOK 54 Misc. PAGE 138
FEES $ 18.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

IN WITNESS WHEREOF, I have hereunto set my hand this 31 day of August, 1988.

SHERIFF OF SUBLETTE COUNTY,
STATE OF WYOMING

Jack N. Cain

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

On this 31st day of August, 1988, before me personally appeared Jack N. Cain, to me personally known, who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed for the purposes therein set forth.

Witness my hand and official seal.

Mary L. Lankford, County Clerk
Notary Public
by: Carol A. Cheeney, Deputy

My Commission expires: Jan. 7, 1991

A F F I D A V I T

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

John C. Patton, being duly sworn, states:

1. That he is an attorney duly admitted to practice law in the State of Wyoming.

2. That he is a member of the firm of McNIFF and PATTON, attorneys for First Wyoming Bank, N.A. - Big Piney n/k/a First Wyoming Bank - Big Piney.

3. That he caused a Notice of Intent to Foreclose Mortgage by advertisement and sale to be sent to Ron C. Hansen and Joan F. Hansen, as joint tenants, the record owner and there being no person in possession of the premises covered by said Mortgage, by Certified Mail with Return Receipt Requested, on July 18th, 1988, at least ten (10) days before the commencement of publication of the Notice of Sale.

FURTHER AFFIANT SAYETH NAUGHT.

JOHN C. PATTON

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was subscribed and sworn to before me by JOHN C. PATTON this 31st day of August 1988.

Witness my hand and official seal.

Monica L Lincoln
Notary Public

MONICA L. LINCOLN - Notary Public
County of Laramie State of Wyoming
My Commission expires June 30, 1991

My Commission expires:

A F F I D A V I T

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

John C. Patton, being first duly sworn upon his oath, deposes and says as follows:

1. That he is an Attorney at Law and has been admitted to practice in the State of Wyoming, is a member of the firm of McNIFF and PATTON, and is a resident of the State of Wyoming.

2. That this Affidavit is being filed pursuant to the provisions of §34-4-112, Wyoming Statutes, 1977, and has been filed with the sheriff below named.

3. That on the 31st day of August, 1988, he caused a Mortgage to be foreclosed in Pinedale, Wyoming, and that the mortgaged premises were sold by the Sheriff of Sublette County at 10:00 a.m. on said date.

4. That there is no agreement, express or implied, between himself and his client, First Wyoming Bank, N.A. -Big Piney n/k/a First Wyoming Bank - Big Piney, nor between himself and any other person for any sharing or division of the $360.00 fee which was charged for said foreclosure except with partners of McNIFF and PATTON or other attorneys as they may hire to participate in the foreclosure action.

5. That the mortgage referred to was given by Ron C. Hansen and Joan F. Hansen, as joint tenants, to First Wyoming Bank, N.A. - Big Piney n/k/a First Wyoming Bank -Big Piney, Mortgagee, for the following described real property:

> Lots 5, 6, 7, and 8, Block 3, Marbleton Townsite, Sublette County, Wyoming.

which mortgage was on the 10th day of December, 1986, duly recorded in Book 47, Page 16, in the Office of the County

Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming.

FURTHER AFFIANT SAYETH NAUGHT.

JOHN C. PATTON

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was subscribed and sworn to before me by JOHN C. PATTON this 31st day of August, 1988.

Witness my hand and official seal.

Monica L Lincoln
Notary Public

MONICA L. LINCOLN - Notary Public
County of Laramie State of Wyoming
My Commission expires June 30, 1991

My commission expires:

NOTICE OF FORECLOSURE SALE

Default having been made in the conditions of that certain Mortgage deed dated December 10, 1986, given by Ron C. Hansen and Joan F. Hansen, as joint tenants, Mortgagor, to First Wyoming Bank, N.A.- Big Piney n/k/a First Wyoming Bank- Big Piney, Mortgagee, to secure the payment of one certain Promissory Note of even date therewith, which Mortgage embraced the following described real property to wit:

Lots 5, 6, 7, and 8, Block 3, Marbleton Townsite, Sublette County, Wyoming.

which Mortgage was on the 17th day of December, 1986, duly recorded in Book 47, Page 16, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming. That Ron C. Hansen and Joan F. Hansen, as joint tenants, are presently in default on the Note and Mortgage; and

WHEREAS, the default in said Mortgage has occurred by reason of the failure of the Mortgagor to pay the principal and the interest due thereon when the same became due and payable and said Mortgage contained a power of sale to the effect that a default occurring in the conditions thereof will authorize the Mortagee or its assigns at its or their option to declare the debt secured thereby to be due and payable and proceed according to law to advertise and sell said property to satisfy the same; and

WHEREAS, no suit or proceeding has been instituted at law to recover the debt remaining secured by said Mortgage, or any part thereof; and First Wyoming Bank, N.A.- Big Piney n/k/a First Wyoming Bank- Big Piney is the owner of said Note and Mortgage; and

WHEREAS, written notice of intent to foreclose the Mortgage by advertisement and sale has been served upon the record owner and Mortgagor;

NOW, THEREFORE, Notice is hereby given that the above described real property will be offered for sale and sold by the Sheriff of Sublette County, Wyoming, or his Deputy, to the highest bidder for cash at public vendue at the front steps of the SubletteCounty Courthouse, Pinedale, Wyoming, at the hour of 10:00 a.m., on August 31, 1988; that the amount due and owing at the date of this notice is $20,118.54 principal, $1,376.45 interest through August 30, 1988, and $360.00 attorneys' fees, or a total of $21,854.99, together with costs of this foreclosure action.

DATED this 4th day of August, 1988.

FIRST WYOMING BANK—BIG PINEY

[redacted]

Mortgagee
c/o McNiff & Patton
Attorneys at Law
P.O. Box 945
Cheyenne, Wyoming 82003

Publish in the **Pinedale Roundup** on August 4, 11, 18 and 25, 1988.

DF OF PUBLICATION

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

I, ...Todd Adams[redacted]....., being first dully sworn, deposes and says that he is the Editor of The Pinedale Roundup, a weekly newspaper published at Pinedale, in said County and State, that the annexed notice was published in.....4...consecutive issues of said paper and not in a supplement, the first publication thereof being of the.....4.....day of .....Aug....., 19.88 and the last publication thereof on the...25...day of.....Aug....,19.88.

Todd Adams

The Big Piney Roundup

Subscribed in my presence and sworn to before me this .....25..... day of .....Aug....., 19.88.

Disney Brunette
Notary Public

My Commission expires October 7, 1990

Disney Brunette
County of Sublette
My Commission Expires
Notary Public
State of
Wyoming
Oct. 7, 1990

NOTICE OF INTENT TO FORECLOSE MORTGAGE

TO: Ron C. Hansen
Joan F. Hansen
P.O. Box 1038
Big Piney, WY 83113

TAKE NOTICE that pursuant to applicable Wyoming Statutes, and in particular Wyoming Statutes (1977) §34-4-103, you are hereby notified that First Wyoming Bank, N.A. - Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, intends to foreclose by advertisement and sale that certain mortgage given and executed by Ron C. Hansen and Joan F. Hansen, as joint tenants, to secure a Mortgage Note given and executed by Ron C. Hansen and Joan F. Hansen, as joint tenants. Said note and mortgage was given and executed on December 10, 1986 and recorded on December 17, 1986, in Book 47, Page 16, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, to First Wyoming Bank, N.A. - Big Piney n/k/a First Wyoming Bank - Big Piney. Ron C. Hansen and Joan F. Hansen, as joint tenants, are presently in default on the Note and Mortgage, date of the last payment being February 2, 1988. That the principal balance due on said Note and Mortgage is $20,118.54, plus delinquent interest from February 2, 1988 to May 26, 1988, for a total of $20,853.82 plus accruing interest from August 31, 1988 for $641.17.

THIS NOTICE is sent to you as the record owner of the mortgaged premises described as:

Lots 5, 6, 7, and 8, Block 3, Marbleton Townsite, Sublette County, Wyoming.

by certified mail, with return receipt requested, mailed to your last known address ten (10) days before the

commencement of the publication of the Notice of Sale.

THE DATE of first publication of Notice of Foreclosure Sale will be August 4, 1988, and sale of said premises will be conducted by the Sheriff of Sublette County, Wyoming on August 31, 1988, at 10:00 a.m., at the front steps of the Sublette County Courthouse, Pinedale, Wyoming.

DATED this 18th day of July, 1988.

FIRST WYOMING BANK - BIG PINEY

By: _____

JOHN C. PATTON
of McNIFF & PATTON
1920 Thomes Ave., Suite 600
P. O. Box 945
Cheyenne, Wyoming 82001
Attorney for Mortgagee

SENDER: Complete items 1 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery
†(Extra charge)†
3. Article Addressed to:
Ron C. Hansen
Joan F. Hansen
P.O. Box 1038
Big Piney, WY 83113
4. Article Number P 690 989 371
Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail
Always obtain signature of addressee or agent and DATE DELIVERED.
8. Addressee's Address (ONLY if requested and fee paid)
5. Signature — Addressee
X
6. Signature — Agent
X
7. Date of Delivery 7-23-88
PS Form 3811, Mar. 1987 * U.S.G.P.O. 1987-178-268 DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery
†(Extra charge)†
3. Article Addressed to:
Mr. John V. Crow
County Attorney
P.O. Box 1010
Pinedale, WY 82941-1010
4. Article Number P 690 989 371
Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail
Always obtain signature of addressee or agent and DATE DELIVERED.
8. Addressee's Address (ONLY if requested and fee paid)
5. Signature — Addressee
X
6. Signature — Agent
X
7. Date of Delivery
PS Form 3811, Mar. 1987 * U.S.G.P.O. 1987-178-268 DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery
†(Extra charge)†
3. Article Addressed to:
State of Wyoming
Employment Security Commission
P.O. Box 2760
Casper, Wyoming 82602
4. Article Number P 690 989 370
Type of Service:
☐ Registered ☐ Insured
☐ Certified ☐ COD
☐ Express Mail
Always obtain signature of addressee or agent and DATE DELIVERED.
8. Addressee's Address (ONLY if requested and fee paid)
5. Signature — Addressee
X
6. Signature — Agent
X
7. Date of Delivery 7-12-88
PS Form 3811, Mar. 1987 * U.S.G.P.O. 1987-178-268 DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery
†(Extra charge)†
3. Article Addressed to:
State of Wyoming
Revenue and Taxation
Herschler Building
Cheyenne, WY 82002
4. Article Number P 690 989 370
Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail
Always obtain signature of addressee or agent and DATE DELIVERED.
8. Addressee's Address (ONLY if requested and fee paid)
5. Signature — Addressee
X
6. Signature — Agent
X STATE OF WYOMING DAFC-CS-CENTRAL MAIL
7. Date of Delivery
PS Form 3811, Mar. 1987 * U.S.G.P.O. 1987-178-268 DOMESTIC RETURN RECEIPT

146

VE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY
YLE F. AND ELAINE C. CHILD THIS 22nd DAY OF AUGUST, 1988.

TARY PUBLIC Sandra Peavler

MY COMMISSION EXPIRES 12/11/88

Sandra Peavler Notary Public
County of Lincoln State of Wyoming
My Commission Expires: 12-11-92

FILE NO. _____

1

8

9

16

R. 112 W

221922

RECORDED Sept. 9 19 88 4:30 PM
IN BOOK 54 Misc. PAGE 146
FEES $50.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Kay

CERTIFICATE OF APPROVAL

IN ACCORDANCE WITH SECTION 34-12-102-103 AND SECTIONS 18-5-301-315, WYOMING STATUTES, 1977, THE HOBACK RANCHES SUBDIVISION SHOWN HEREON WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD ON THE 6TH DAY OF SEPT. A.D. 1988

SUBJECT TO THE PROVISIONS OF THE SUBDIVISION RESOLUTION EFFECTIVE 26 OCTOBER 1977. PLAT APPROVAL DOES NOT CONSTITUTE ACCEPTANCE OF THE STREETS AND/OR ROADWAYS AS COUNTY ROADS. DESIGNATION OF COUNTY ROADS IS ONLY ACCOMPLISHED BY COMPLIANCE WITH PROVISIONS OF SECTION 24-3-101, WYOMING STATUTES, 1977

ATTEST:
MARY L. LANKFORD, CLERK

BOARD OF COUNTY COMMISSIONERS
SUBLETTE COUNTY
Louie Tomassi
LOUIE TOMASSI, CHAIRMAN

Registered Professional Engineer & Land Surveyor
CHARLES V. KING
5911
State of Wyoming

RIM ROAD SUBDIVISION NO. 1

A SUBDIVISION OF THE SW¼NW¼ SECTION 4, T. 36N., R. 112W. 6TH P.M.

FOR:
DOYLE F. & ELAINE C. CHILD
BOX 248 SOUTH WASHINGTON
AFTON, WYOMING 83110

PREPARED BY:
CHARLES V. KING
P.O. BOX 672
[illegible] 83127

DATE
JULY 1988

PROJECT
HOBACK PLATS

SHEET
1 of 1

State of Delaware

Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP OF TGX CORPORATION, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, MERGING TEMEX ENERGY, INC. A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, PURSUANT TO SECTION 253 OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE EIGHTH DAY OF AUGUST, A.D. 1988, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

DEPARTMENT OF STATE — OFFICE OF THE SECRETARY OF STATE — DELAWARE — 1776 1793 1865 1970

221931

Michael Harkins, Secretary of State

AUTHENTICATION: 1824079

DATE: 08/11/1988

88221018

RECORDED Sept. 12 1988 2:00 P.M.
IN BOOK 54 Misc. PAGE 147
FEES 12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Marc Riley

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CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
TEMEX ENERGY, INC.
INTO
TGX CORPORATION
(Pursuant to Section 253 of the General
Corporation Law of the State of Delaware)

TGX CORPORATION ("TGX"), a corporation organized and existing under the laws of the State of Delaware, does hereby CERTIFY:

First: That TGX was incorporated under the General Corporation Law of the State of Delaware effective on or about June 20, 1980.

Second: That TGX owns all of the issued and outstanding common stock of TEMEX ENERGY, INC. ("Temex"), a corporation organized and existing under the laws of the State of Delaware, having been incorporated effective October 10, 1985.

Third: That TGX, by resolutions of its Board of Directors duly adopted at a meeting held on the 26th day of May, 1988, determined to merge Temex into TGX, with TGX being the surviving corporation, which resolutions are in the following words:

> RESOLVED, that the Company shall enter into a Agreement of Merger with Temex Energy, Inc. ("Temex"), whereby Temex shall be merged into the Company with the Company being the surviving corporation on the following terms and conditions:
>
> 1. The By-Laws of TGX as they exist on the effective date of the merger shall be and remain the By-Laws of TGX as the surviving corporation until the same shall be altered, amended or repealed as provided by law, the Certificate of Incorporation or said By-Laws.
>
> 2. The directors and officers of TGX in office as of the effective date of the merger shall continue in office until their successors shall have been duly elected and qualified in accordance with the terms of the By-Laws.
>
> 3. The merger shall become effective on the date this Certificate is filed in the office of the Secretary of State of the State of Delaware.
>
> 4. Upon the effective date of the merger all of the property, both real and personal, movable and immovable, corporeal and incorporeal and all rights, privileges, licenses, contracts and any other asset and all assets

of every kind and nature of Temex shall be transferred to and vested in TGX without further act or deed. Further, upon such effective date all of the debts, liabilities and obligations of Temex shall be assumed fully by TGX without further act or deed. Temex shall agree that from time to time, as and when requested by TGX or TGX's successors or assigns, to execute and deliver or cause to be executed and delivered any and all such deeds or other instruments or contracts or to take or cause to be taken any further action as TGX may deem necessary or desirable in order to fully vest in or reflect the transfer to TGX of full title and possession and of all rights to all property as described above of Temex acquired or to be acquired as a result of the merger provided for herein. Further, Temex shall agree to execute any other contract or other instrument or deed which may be deemed necessary or advisable by TGX in order to fully carry out the intended purposes hereof and further that the proper officers and directors of TGX are to be deemed fully authorized to act in the name of Temex in order to accomplish such acts.

5. All of the outstanding shares of the capital stock of Temex shall be cancelled.

6. TGX shall be substituted for Temex as partner of each partnership in which Temex is a partner, and TGX shall assume of the rights and obligations of Temex in and to each such partnership. Temex and TGX shall execute such amended partnership agreements, certificates of limited partnership or other contracts, documents or acknowledgements as shall be necessary or appropriate to effect the substitutions described herein and to admit TGX as a partner in each such partnership.

RESOLVED, that the President or any Vice President of the Company is hereby authorized and directed to enter into an Agreement of Merger for and on behalf of the Company on the terms and conditions set forth above,, or on such other terms and conditions as such officer or officers, in their sole discretion, shall deem necessary or appropriate to carry out the intent of the foregoing Resolutions.

RESOLVED, that the President or any Vice President of the Company is hereby authorized and directed to consent to such merger on

behalf of the Company as sole shareholder of Temex, and to take such further and additional action as may be necessary or appropriate, in their sole discretion, to effect the merger of Temex into TGX.

Fourth: That TGX survives the merger and may be served through its designated agent for service of process, C. T. Corporation, with process in the State of Delaware in any proceeding for enforcement of any obligation of Temex as well as for enforcement of any obligation of the surviving corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to Section 262 of the Delaware General Corporation Law.

Fifth: That the Certificate of Incorporation of TGX, as amended and in effect on the effective date hereof, shall be the Certificate of Incorporation of the surviving corporation.

Sixth: That the executed Agreement of Merger is on file at the offices of TGX at 509 Market Street, Suite 500, Shreveport, Louisiana 71101.

Seventh: This Certificate of Merger shall be effective on the date this Certificate is filed in the office of the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, TGX has caused its corporate seal to be affixed and this Certificate to be signed by George R. McKellar, its Vice President, and James L. Bransford, its Assistant Secretary, this 4th day of August, 1988.

George R. McKellar, Vice President

James L. Bransford, Assistant Secretary

STATE OF LOUISIANA

PARISH OF CADDO

BE IT REMEMBERED that on this 4th day of August, 1988, personally came before me, Cheryl Ryder Brightwell a notary public in and for the parish and state aforesaid, George R. McKellar, Vice President of TGX Corporation a corporation of the state of Delaware, the corporation described in and which executed the foregoing certificate, known to me personally to be such, and he, the said George R. McKellar as such Vice President, duly executed said certificate before me and acknowledged the said certificate to be his act and deed and the act and deed of said corporation; that the signatures of the said President and of the Secretary, of said corporation to said foregoing certificate are in the handwriting of the said President and Secretary of said corporation respectively, and that the seal affixed to said certificate is the common or corporate seal of said corporation.

IT WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

Cheryl Ryder Brightwell

Cheryl Ryder Brightwell
NOTARY PUBLIC
Caddo Parish, Louisiana
My Commission is for Life.

CORP/TGX808

TGX CORPORATION
333 North Belt, Suite 400
Houston, Texas 77060

MODIFICATION AGREEMENT

THIS AGREEMENT made this 15th day of September, 1988 by and among MARBLETON INN, a Wyoming general partnership, by its general partner FRANK A. FEAR; FRANK FEAR CATTLE COMPANY, a Wyoming corporation; FRANK A. FEAR, individually; BETTY L. FEAR, individually (hereinafter collectively referred to as "Borrower") and FIRST SAVINGS BANK, F.S.B. of 801 Pile Street, Clovis, New Mexico (hereinafter "Mortgagee") is made with reference to the following facts:

W I T N E S S E T H:

A. Mortgagee is the owner and holder of a certain Mortgage Note dated March 8, 1984 made by Borrower and others in favor of American First Mortgage Corporation, a Utah corporation, in the original principal amount of $800,000.00, with payments of principal and interest outlined in said Mortgage Note.

B. Repayment of aforesaid Mortgage Note is secured by a mortgage in favor of American First Mortgage dated March 8, 1984 and recorded in the Official Records of Sublette County, Wyoming encumbering certain real property more particularly described in Exhibit "A" attached hereto.

C. Mortgagee has acquired all of the right, title and interest of American First Mortgage Corporation in and to the Mortgage Note and Mortgage described herein.

221984

RECORDED Sept. 16 19 88 11:30 A M
IN BOOK 54 Misc. PAGE 152
FEES $ 36.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

D. As of the date of this agreement and under the terms and conditions outlined in the Mortgage Note, there is an unpaid principal balance of $ 781,830.19, plus accrued interest due and payable to Mortgagee.

E. Borrower has requested that Mortgagee acknowledge, consent to and agree to a modification of the Mortgage Note and Mortgage and that the contractual terms be modified as due and valid consideration for this Agreement.

F. William Robert Tanner was formerly a general partner of Marbleton Inn, a Wyoming general partnership, but has heretofore conveyed or will simultaneously herewith convey all of his right, title and interest in the partnership to Frank A. Fear. William Robert Tanner and Helen Tanner were originally obligors on the Mortgage Note and Mortgage but have been released or will simultaneously herewith be released from the Mortgage Note and Mortgage and have consented to this Modification Agreement and all future modifications.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreement contained herein, the undersigned parties hereby mutually agree that the Mortgage Note and Mortgage shall be amended and modified as follows:

1. The interest rate on the Mortgage Note shall be reduced to 7.95% per annum for one (1) year from the date of this modification.

The interest rate shall be adjusted to 8.95% per annum for the second year after execution of this Modification Agreement and to 9.95% per annum for the third year after the execution of this Modification Agreement. For the fourth year and thereafter the interest rate on the Mortgage Note shall be adjusted to 300 basis points over the one-year treasury index. The maximum interest rate charged on the Mortgage Note during the term of the Mortgage Note shall not exceed 12% per annum. The Mortgage Note shall be prepayable in whole or in part at any time without penalty.

2. For the first two years after execution of this Modification Agreement, Borrower shall pay interest only on the above-described rates in monthly payments payable on the 1st of each month. Beginning with the third year after the execution of this Modification Agreement and thereafter, payments of principal and interest shall be paid monthly on the 1st of each month based on a 30-year amortization.

3. The entire unpaid principal balance, together with accrued interest, shall be due and payable in full ten (10) years from the date of execution of this Modification Agreement.

4. Concurrent with the execution of this Modification Agreement, Borrower shall pay to Mortgagee, in cash or certified funds, the sum of $100,000.00 which will be used to partially pay accrued but unpaid interest and a sum equal to $3,000.00 per month from May 1, 1988 through the date of closing of this Modification. The remaining accrued but unpaid interest, together with legal fees incurred in connection with this Modification Agreement (not to exceed $1,000.00), shall be capitalized and added to the unpaid principal balance. The

accrued but unpaid interest hereby capitalized shall be calculated at the original note rate of 14½% per annum.

5. Each of the undersigned Borrowers represent and warrant that there are no defenses, offsets or claims in existence on the date hereof against Mortgagee or its predecessor, including but not limited to defenses, offsets or counterclaims arising out of or in connection with the making of the original loan as evidenced by the Mortgage Note, the administration thereof or the making or refusal to make loan advances, nor does there exist any state of facts which, with the giving of notice or passage of time, or both, would constitute such a defense, offset or claim or all of the same are hereby waived if such shall exist without the knowledge (actual or imputed) of all or any of the undersigned Borrowers.

6. It shall not be an event of default under the Mortgage Note or the Mortgage if a petition in bankruptcy is filed by or against William Robert Tanner or Helen Tanner, or if William Robert Tanner or Helen Tanner shall make any general assignment for the benefit of creditors, or shall admit in writing their inability to pay debts generally as they become due.

7. It shall not be an event of default under the Mortgage Note or the Mortgage if Prudential Capital Group Co., or its successor in interest ("Prudential") shall obtain any judgment, writ of execution, attachment, or lien against Borrower or against the Trust Estate, or shall foreclose their junior mortgage upon any portion of the Trust Estate, provided the Mortgage Note is maintained current.

8. Mortgagee waives any right to accelerate the Mortgage Note pursuant to Section 5.10 of the Mortgage upon any transfer of the Trust Estate arising from foreclosure of Prudential's junior mortgage upon any portion of the Trust Estate and upon transfer of the interests of any or all of William Robert Tanner, Helen Tanner, or Betty L. Fear in the Trust Estate or in Marbleton Inn, a Wyoming general partnership, to any of Frank A. Fear, Frank Fear Cattle Company, or another entity designated by Frank A. Fear. Further, Mortgagee agrees to permit Borrowers to sell up to fifty percent (50%) of the Marbleton Inn General Partnership, provided that all proceeds of such sale shall be paid to Mortgagee to reduce the indebtedness to Mortgagee.

9. It is specifically understood and mutually agreed that all conditions and obligations set forth in the Mortgage Note and Mortgage, except to the extent herein modified, shall remain in full force and effect and the same are hereby ratified and confirmed.

10. This transaction shall be closed on or before September 15, 1988.

11. The closing of this transaction is subject to the entry of a final and nonappealable court order in Bankruptcy Court Case No. 88-05228-B by the United States Bankruptcy Court for the District of Wyoming approving that certain Agreement for Transfer of Partnership Interest and is conditioned upon the execution of said agreement by

William Robert Tanner and Helen Tanner and the transfer of the partnership interest of the Tanners in the Marbleton Inn Partnership to Frank A. Fear.

IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement the day and year first above written.

MORTGAGEE:

FIRST SAVINGS BANK, F.S.B.

By Robert V. Good - Robert V. Good

Its: Vice President

BORROWER:

MARBLETON INN, a Wyoming general partnership

By _____
FRANK A. FEAR, General Partner

By _____
WILLIAM ROBERT TANNER,
General Partner

FRANK FEAR CATTLE COMPANY, a Wyoming corporation

By _____
FRANK A. FEAR, President

_____
FRANK A. FEAR, Individually

_____
BETTY L. FEAR, Individually

157

STATE OF New Mexico)
: ss.
COUNTY OF Curry)

On the 6th day of September, 1988, personally appeared before me ROBERT V. GOOD, who being by me duly sworn did say that he is the vice president of FIRST SAVINGS BANK, F.S.B., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said ROBERT V. GOOD duly acknowledged to me that said corporation executed the same.

My Commission Expires:

August 19 1992

Cindy M. Westerman
NOTARY PUBLIC - Residing at:
P.O. Box 1477 Clovis, N.M.

William Robert Tanner and Helen Tanner and the transfer of the partnership interest of the Tanners in the Marbleton Inn Partnership to Frank A. Fear.

IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement the day and year first above written.

MORTGAGEE:

FIRST SAVINGS BANK, F.S.B.

By _____

Its: _____

BORROWER:

MARBLETON INN, a Wyoming general partnership

By _____
FRANK A. FEAR, General Partner

By _____
WILLIAM ROBERT TANNER, General Partner

FRANK FEAR CATTLE COMPANY, a Wyoming corporation

By _____
FRANK A. FEAR, President

_____
FRANK A. FEAR, Individually

_____
BETTY L. FEAR, Individually

1.59

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

Subscribed and sworn to before me this 8th day of September, 1988, by Frank A. Fear, as General Partner for Marbleton Inn, Wyoming.

Witness my hand and official seal.

My commission expires: 1-10-1991

[SEAL]

Kathleen A. King - Notary Public
County of Sublette State of Wyoming
My Commission Expires Jan. 10, 1991

Kathleen A. King
Notary Public
Address: 440 Bridle Lane
Big Piney, Wy. 83113

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

Subscribed and sworn to before me this 8th day of September, 1988, by Frank A. Fear, as President of Frank Fear Cattle Company, Wyoming.

Witness my hand and official seal.

My commission expires: 1-10-1991

[SEAL]

Kathleen A. King - Notary Public
County of Sublette State of Wyoming
My Commission Expires Jan. 10, 1991

Kathleen A. King
Notary Public
Address: 440 Bridle Lane
Big Piney, Wy. 83113

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

Subscribed and sworn to before me this 8th day of September, 1988, by Frank A. Fear, individually.

Witness my hand and official seal.

My commission expires: 1-10-1991

[SEAL]

Kathleen A. King - Notary Public
County of Sublette State of Wyoming
My Commission Expires Jan. 10, 1991

Kathleen A. King
Notary Public
Address: 440 Bridle Lane
Big Piney, Wy. 83113

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

Subscribed and sworn to before me this 8th day of September, 1988, by Betty L. Fear, individually.

Witness my hand and official seal.

My commission expires: 1-10-1991

[SEAL]

Kathleen A. King - Notary Public
County of Sublette State of Wyoming
My Commission Expires Jan. 10, 1991

Kathleen A. King
Notary Public
Address: 440 Bucld Ave
Big Piney, Wyo 83113

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

Subscribed and sworn to before me this ____ day of September, 1988, by _____, as _____ for First Savings Bank, F.S.B.

Witness my hand and official seal.

My commission expires: _____

[SEAL]

_____
Notary Public
Address: _____
_____

EXHIBIT "A"

PARCEL I:

TOWNSHIP 29 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 7 : SE¼;

Section 8 : W½SW¼ EXCEPTING THEREFROM THAT PART OF SAID W½SW¼ included within Gopher Ridge Industrial Park Subdivision as recorded August 3, 1982 in Book 40 of Misc., page 579, Records of Sublette County, Wyoming; AND ALSO EXCEPTING THEREFROM THAT PART OF SAID W½SW¼ described on legal description attached to Mortgage Release recorded September 21, 1983 in Book 12 of Releases, page 103, Records of Sublette County, Wyoming;

Section 16 : W½W½, SE¼SW¼;

Section 17 : NW¼, N½SW¼, E½;

Section 18 : Lots 1 and 2, E½NW¼, NE¼, N½SE¼;

Section 20 : NE¼, N½SE¼, SE¼SE¼ EXCEPTING THEREFROM THAT PART OF THE SW¼NE¼ and N½SE¼ included within the Green River Subdivision as recorded April 4, 1973 in Book 28 of Misc., page 613, Records of Sublette County, Wyoming; AND ALSO EXCEPTING THEREFROM THAT PART OF THE E½SE¼ conveyed in Warranty Deed recorded September 26, 1977 in Book 19 of Deeds, page 478, Records of Sublette County, Wyoming; AND ALSO EXCEPTING THEREFROM THAT PART OF THE SE¼SE¼ conveyed in Warranty Deed recorded January 22, 1969 in Book 14 of Deeds, page 217, Records of Sublette County, Wyoming;

Section 21 : Lots 3, 8, 9, 10, 11 and 12, N½NW¼;

Section 28 : Lots 2, 3, 4, 8 and 9, S½NW¼, N½SW¼, SW¼SW¼;

Section 29 : E½E½ EXCEPTING THEREFROM THAT PART OF THE E½SE¼ AND SE¼NE¼ included within the Green River Subdivision as recorded April 4, 1973 in Book 28 of Misc., page 613, Records of Sublette County, Wyoming; AND ALSO EXCEPTING THEREFROM THAT PART OF THE NE¼NE¼ conveyed in Warranty Deed recorded January 22, 1969 in Book 14 of Deeds, page 217, Records of Sublette County, Wyoming;

Section 32 : NE¼NE¼ EXCEPTING THEREFROM THAT PART OF SAID NE¼NE¼ included within the Green River Subdivision recorded April 4, 1973 in Book 28 of Misc., page 613, Records of Sublette County, Wyoming;

TOWNSHIP 29 NORTH, RANGE 112 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 11 : SE¼NW¼, NE¼SW¼, NE¼NE¼, S½NE¼, N½SE¼;

Section 12 : NW¼, N½SW¼, W½NE¼, N½SE¼, SE¼SE¼;

Section 13 : E½NE¼

EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF THE GREEN RIVER AND SOUTH PINEY CREEK.

PARCEL II:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 23 AND 24 EXCEPTING THEREFROM THE EAST 1 FOOT OF LOTS 1 THROUGH 12, INCLUSIVE, AND PLUS THE EAST 1 FOOT OF THE ALLEY RUNNING BETWEEN 4TH AND 5TH STREETS, ALL IN BLOCK 19, MARBLETON TOWNSITE, SUBLETTE COUNTY, WYOMING.

[redacted] [redacted] [redacted]

A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

PATRICIA E. LOONEY, being first duly sworn upon her oath, according to law, deposes and says:

1-

That she is a resident of the Town of Pinedale, County of Sublette, and State of Wyoming, and is an adult person;

2-

That this affidavit is made pursuant to the provisions of Section 2-9-102, Wyoming Statutes, 1977, 1980 Supplement, and concerns the following described real estate and premises situate in the County of Sublette and State of Wyoming, to-wit:

Lot 13 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;

221991

RECORDED Sept. 16 1988 2:45 PM
IN BOOK 54 Misc. PAGE 163
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

3-

That by warranty deed dated the 17th day of July, 1981, filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming, on the 21st day of July, 1981, and recorded in Book 22 of the Deed Records of said office at page 565, the above described real estate and premises were conveyed by ABNER L. HECOX and EMMA LEE HECOX, husband and wife, grantors, of the County of Sublette, and State of Wyoming, unto V. L. LOONEY and PATRICIA E. LOONEY, husband and wife, and to the survivor thereof as tenants by the entirety, grantees, of the Town of Pinedale, County of Sublette, and State of Wyoming;

4-

That the grantees named in the aforesaid warranty deed, V. L. LOONEY and PATRICIA E. LOONEY, were husband and wife at the time of said conveyance and the real estate so conveyed did vest in them, the said V. L. LOONEY and PATRICIA E. LOONEY, husband and wife, as tenants by the entirety;

5-

That the aforesaid V. L. LOONEY is deceased and that said V. L. LOONEY died on the 27th day of April, 1986, in the County of Sublette, and State of Wyoming;

6-

That all interest of the aforesaid V. L. LOONEY in and to the above described real estate and premises did upon his death and at the time of his death terminate, by operation of law, and this affiant did, by operation of law, at the time of death of V. L. LOONEY become the sole owner of the above described real estate and premises;

7-

That attached hereto is a copy of the official death certificate of VERNON L. LOONEY, JR., certified by the public authority wherein such original death certificate is a matter of record and that said VERNON L. LOONEY, JR., who is named in said death certificate is one and the same person as V. L. LOONEY named in the aforesaid warranty deed as a grantee with PATRICIA E. LOONEY, this affiant;

8-

That this affiant is one and the same person as PATRICIA E. LOONEY, grantee with V. L. LOONEY in the aforementioned warranty deed.

Patricia E. Looney
PATRICIA E. LOONEY

Subscribed and sworn to before me by PATRICIA E. LOONEY this 16th day of September, 1988.

FAYE HAMMONS - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Nov. 22, 1991

faye Hammons
Notary Public

My Commission expires: 11/22/91

166

STATE OF WYOMING
DIVISION OF HEALTH AND MEDICAL SERVICES
CERTIFICATE OF DEATH

86-000980

LOCAL FILE NUMBER 01586

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT INK
FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT—NAME: FIRST VERNON; MIDDLE L.; LAST LOONEY Jr.
2. SEX: MALE
3. DATE OF DEATH (Mo., Day, Yr.): APRIL, 27, 1986
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/SCOTCH/ NORW
5a. AGE—Last Birthday (Yrs.): 56
5b. UNDER 1 YEAR: MOS. / DAYS
5c. UNDER 1 DAY: HOURS / MINS.
6. DATE OF BIRTH (Mo., Day, Yr.): DECEMBER, 27, 1929
7a. PLACE OF DEATH—Hospital or other Institution-Name (If not in either give street and number): 12 MI. WEST HWY 191 ON COUNTY 354
7b. IF HOSP. OR INST. Indicate DOA, OP / Emer. Rm., Inpatient (Specify):
7c. CITY, TOWN OR LOCATION OF DEATH: RURAL DANIEL
7d. COUNTY OF DEATH: SUBLETTE
8. STATE OF BIRTH (If not in 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): PATRICIA ELLIS
12. WAS DECEDENT EVER IN US ARMED FORCES? (Specify Yes or No): YES
13. SOCIAL SECURITY NUMBER: 728-01-9876
14a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): RANCHER/REAL ESTATE
14b. KIND OF BUSINESS OR INDUSTRY: CATTLE/REAL ESTATE
15a. RESIDENCE-STATE: WYOMING
15b. COUNTY: SUBLETTE
15c. CITY, TOWN OR LOCATION: PINEDALE
15d. STREET AND NUMBER: BOX 322
15e. INSIDE CITY LIMITS (Specify Yes or No): NO

PARENTS

16. FATHER—NAME: FIRST VERNON.; MIDDLE L.; LAST LOONEY
17. MOTHER'S MAIDEN NAME: FIRST CAPTOLA; MIDDLE M.; LAST AUS

DISPOSITION

18a. INFORMANT—NAME (Type or Print): PATRICIA LOONEY
18b. MAILING ADDRESS: STREET OR R.F.D. NO. BOX 322; CITY OR TOWN PINEDALE; STATE WYO.; ZIP 82941
19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify): BURIAL
19b. DATE (Mo., Day, Yr.): APRIL,30,86
19c. CEMETERY OR CREMATORY—NAME: PINEDALE
19d. LOCATION: CITY OR TOWN PINEDALE; STATE WYOMING
20a. FUNERAL SERVICE LICENSEE Or Person acting As Such (Signature): [signature] NUMBER 337
20b. NAME OF FACILITY: HUDSON'S FUNERAL HOME NUMBER 115
20c. ADDRESS OF FACILITY: 164 N. BRIDGER AVE PINEDALE

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.): APRIL, 28, 1986
21c. HOUR OF DEATH: APROX, 7:30 A. M
21d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print):
NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): J. T. JOHNSTON MD. PINEDALE, WYO. 82941

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): [signature] CORONER
22b. DATE SIGNED (Mo., Day, Yr.): APRIL, 28, 1986
22c. HOUR OF DEATH: APROX. 7:30 A. M
22d. PRONOUNCED DEAD (Mo., Day, Yr.): APRIL, 27, 1986
22e. PRONOUNCED DEAD (Hour): AT 9:47 A. M

23. REGISTRAR: J. T. JOHNSTON MD. PINEDALE, WYO. 82941
24a. (Signature): [signature]
24b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): APRIL, 28, 1986

CAUSE OF DEATH

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

25. PART I — IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).)
(a) DUE TO, OR AS A CONSEQUENCE OF: cardiac arrhythmia & arrest — Interval between onset and death: instant
(b) DUE TO, OR AS A CONSEQUENCE OF: — Interval between onset and death:
(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. ACC., SUICIDE, HOM., UNDET., OR PENDING INVEST. (Specify): NATURAL
28b. DATE OF INJURY (Mo., Day, Yr.):
28c. HOUR OF INJURY: M
28d. DESCRIBE HOW INJURY OCCURRED:
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. 35-1-431(b)
Penalty for failure to do so. W.S. 35-1-418(c)
Division of Health and Medical Services

APR 29 1986
8 1986

SEAL — VITAL RECORDS SERVICES WYOMING

THIS IS TO CERTIFY that this reproduction is a true copy of a record on file in Wyoming Vital Records 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.

Date Issued February 5, 1987

[signature]
Deputy State Registrar

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Sale dated the 27th day of July, 1988, between FOOTHILLS DEVELOPMENT CO., INC., a Wyoming corporation, as Seller, and DENNIS L. WATTS and MELINDA M. WATTS, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, as Buyers. The Seller did agree to sell and the Buyers did agree to buy a certain tract of real property described as follows, to-wit:

Lot Nineteen (19) of FORTY ROD RANCHES SUBDIVISION, Sublette County, Wyoming as the same appears on the official map or plat thereof as filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming.

Said lands lying in the NE¼NW¼ of Section 24, Twonship 35 North, Range 111 West of the 6th P.M., Sublette County, Wyoming.

TOGETHER WITH all improvements and appurtenances thereon, easements, routes of ingress and egress, whether of record or in use; and rights appertaining thereto, including rights to ditches, canals and reservoirs, if any;
SUBJECT TO all reservations and restrictions, covenants, easements and rights-of-way of record or in use, and other matters of public record.

NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
NO PROPOSED DOMESTIC WATER SOURCE.
NO PROPOSED MAINTENANCE OF STREETS OR ROADS.

Buyers' address for tax purposes is 1800 So. Carolina Circle, Green River, WY 82935.

There are many other covenants in the original Agreement For Sale of which each party has a copy.

DATED this 27th day of July, 1988.

SELLER: FOOTHILLS DEVELOPMENT CO., INC.

BY: _____
JOHM M. SULENTA, President

ATTEST:

SEAL

_____
GRACE E. SULENTA, Secretary

BUYERS:

_____
DENNIS LEE WATTS

_____
MELINDA M. WATTS

221932

RECORDED Sept. 16 1988 2:50 P M
IN BOOK 54 Misc. PAGE 167
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mar Rh

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum of Agreement** was acknowledged before me by FOOTHILLS DEVELOPEMENT CO., INC., a Wyoming corporation, by JOHN M.

SULENTA, its President, attested to and sealed by GRACE E. SULENTA, its Secretary, this 27th day of July, 1988.

WITNESS my hand and official.

Susan J. Rodgers
Notary Public
County of Sublette
State of Wyoming
My Commission expires Dec. 12, 1990

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing **Memorandum of Agreement** was acknowledged before me by DENNIS LEE WATTS and MELINDA M. WATTS, this 11th day of July, 1988.

WITNESS my hand and official seal.

M. Ellen Wilson
NOTARY PUBLIC

My Commission Expires: July 6, 1992

MEMORANDUM OF SALE

TO WHOM IT MAY CONCERN, PLEASE TAKE NOTICE:

By an agreement, dated September 16, 1988, Bruce Arthur Sterling of Thompson Falls, Montana, as Seller, agreed to sell and convey, and Roger C. Peters of Kemmerer, Wyoming, as Purchaser, agreed to purchase and accept the following described real property situate in the County of Sublette, State of Wyoming, to-wit:

> Tract 3 of the Jim Bridger Estates, Sixth (6th) Filing, Sublette County, State of Wyoming, as surveyed, platted and recorded in the Office of the Sublette County Clerk and Ex-Officio Register of Deeds.
>
> TOGETHER with all improvements, buildings and appurtenances thereon situate or in anywise appertaining thereunto.
>
> SUBJECT, HOWEVER, to all reservations, restrictions, exceptions, easements and rights-of-way of record or in sight or use.

By the terms of the agreement between the Seller and the Purchaser, the sale was to be made and completed through an escrow to be opened at First Wyoming Bank of Kemmerer, Wyoming; and accordingly, the original sales agreement, together with appropriate escrow instructions and deeds between parties are now on deposit in escrow with First Wyoming Bank of Kemmerer, Wyoming. By the terms of the agreement, a warranty deed to the aforesaid property from Seller to Purchaser shall be recorded when the purchase price has been paid in full; final payment under the aforesaid agreement is due on January 1, 1993.

DATED this 16th day of September, 1988.

Roger C. Peters
ROGER C. PETERS

THE STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

The above and foregoing instrument was acknowledged before me this 16th day of SEPTEMBER, 1988, by Roger C. Peters.

WITNESS my hand and official seal.

Edwin R. Adams
Notary Public

My Commission Expires:

7-28-92

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires 7-28-92

221997

RECORDED Sept. 16 19 88 4:00 P M
IN BOOK 54 Misc. PAGE 169
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

MEMORANDUM OF SALE

This is a MEMORANDUM OF SALE, made and entered into effective the 1ST day of April, 1988, by and between GORDON MICKELSON and MARGARET G. MICKELSON, husband and wife, whose mailing address is P.O. Box 189, Big Piney, Wyoming 83113 (hereinafter referred to as "Sellers") and VIOLET A. VALERI, a single woman, whose mailing address is 4410 Cornett Road, Box 7, Catheys Valley, California 95306 (hereinafter referred to as "Buyer").

For the purchase price and upon the terms, covenants and conditions set forth in that Contract of Sale made and entered into effective the 1st day of April, 1988, on the terms, covenants and conditions of which are made a part hereof, Sellers have agreed to sell to Buyer, and Buyer has agreed to purchase from Sellers, the following described real property located in Sublette County, State of Wyoming, which is more particularly described as follows:

> The real property described in Exhibit A attached hereto and made a part hereof,
>
> Including and together with all improvements and appurtenances thereon and thereunto belonging, and all minerals owned by Sellers with regard to the above-described property, and all water rights pertaining thereto, but subject to assessments, reservations, covenants, conditions, restrictions, rights-of-way and easements of record.

Buyer's rights under the Contract of Sale are subject to Sellers' right to terminate said contract in accordance with its terms, in the event that Buyer defaults in the performance of any of the terms or conditions contained in said contract, which default is not remedied in accordance with the terms of said contract. Sellers and Buyer have executed this Memorandum of Sale for the purpose of making Buyer's contract rights a matter of legal record in the Office of County Clerk of Sublette County, Wyoming.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Sale the 20 day of September, 1988.

222022

RECORDED Sept. 21 1988 3:00 PM
IN BOOK 54 Misc. PAGE 170
FEES $ 11.50 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary P

SELLERS:

Gordon Mickelson
Gordon Mickelson

Margaret G. Mickelson
Margaret G. Mickelson

BUYER:

Violet A. Valeri
Violet A. Valeri

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing Memorandum of Sale was acknowledged before me by Gordon Mickelson and Margaret G. Mickelson, husband and wife, this 21st day of September, 1988.

Witness my hand and official seal.

OLA A. MILEY - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Nov. 12, 1991

Ola A. Miley
Notary Public

My Commission expires: November 12, 1991

STATE OF WYOMING)
) ss.
COUNTY OF Teton)

The foregoing Memorandum of Sale was acknowledged before me by Violet A. Valeri, a single woman, this 20th day of September, 1988

Witness my hand and official seal.

Henry C. Phibbs II
Notary Public

My Commission expires:

Henry C. Phibbs II - Notary Public
County of Teton
State of Wyoming
My Commission Expires Feb. 26, 1991

PARCEL 1:

TOWNSHIP 31 NORTH, RANGE 110 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING
Section 20: E/2E/2, SW/4NE/4;
Section 21: Lot 9, NW/4SW/4, S/2SW/4;
Section 27: Lots 2 and 3;
Section 28: Lot 1, SW/4NE/4, E/2W/2, NW/4NW/4, W/2SE/4;
Section 33: NE/4;
Section 34: Lot 3;

TOWNSHIP 31 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE OCUNTY, WYOMING
Section 13: S/2NW/4, SW/4;
Section 24: W/2;
Section 25: N/2NW/4;
Section 26: SE/4NE/4, E/2SW/4, SE/4;
Section 35: NE/4, E/2NW/4, NE/4SW/4, N/2SE/4;

PARCEL 2:

TOWNSHIP 31 NORTH, RANGE 114 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING
Section 13: SW/4SW/4;
Section 14: S/2S/2;
Section 21: SE/4SE/4;
Section 22: E/2NE/4, SW/4NE/4, SE/4NW/4, N/2SE/4, NW/4NW/4SW/4SE/4, E/2SW/4, S/2SW/4SW/4, E/2SE/4NW/4SW/4, NE/4SW/4SW/4;
Section 23: N/2N/2, SW/4NE/4, S/2NW/4, NW/4SW/4;
Section 27: NW/4NW/4;
Section 28: NE/4, SE/4NW/4, N/2SW/4;
Section 29: NE/4SE/4.

EXHIBIT A

Loan No. 30040

ASSIGNMENT OF LEASE

THIS AGREEMENT, made this 15th day of September, 1988, between Antelope Run Ranch, Inc., (hereinafter referred to as "Mortgagor"), and THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, a New York corporation, (hereinafter referred to as "Mortgagee").

W I T N E S S E T H:

As additional security for the payment of a Promissory Note in the amount of One Million Fifty Thousand and No/100 Dollars ($1,050,000.00) of even date herewith executed by Mortgagor to the order of The Mutual Life Insurance Company of New York, a New York corporation, which said Note is secured by a Mortgage of even date herewith by Mortgagor to Mortgagee covering the premises and appurtenances set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, the said Mortgagors do hereby assign and transfer to Mortgagee, all right, title and interest in and to that portion of the State of Wyoming Agriculture Lease Number 3-7653 (640 acres), (hereinafter referred to as "Lease") used in connection with said premises, together with all renewals and substitutions.

It is also agreed between Mortgagee that said Lease and/or rights shall be appurtenant to the mortgaged property and used in connection with said property during the life of said loan or any extension thereof.

Mortgagor covenants that Mortgagor will observe and perform all of the obligations imposed upon the Mortgagor under said instruments, and they will not permit to be done anything to impair the validity thereof and to use said Lease so that same will at all times be appurtenant to the mortgaged premises described in said Mortgage; it will not convey any further rights thereunder to any party other than the owner of the premises described in said Mortgage, and to permit no act that will cause a cancellation or termination of said Lease.

In the event of a failure of the Mortgagor to keep in full force and effect said Lease and to perform all acts required thereunder, then such cancellation of said Lease and/or rights shall constitute an event of default under the Mortgage above described and, at the election of the Mortgagee, shall entitle Mortgagee to all remedies included in said Mortgage.

It is agreed that the Mortgagee shall not be liable for the performance of any of the terms and conditions of said Lease but Mortgagee, at its option, and not at its obligation, is hereby granted the right to cure any default in said Lease or rights at the cost of the Mortgagor, whereas said cost, including any attorney fees incurred, is thereupon to be immediately due and payable to the Mortgagee under the terms of the Mortgage.

222023

RECORDED Sept. 21 1988 3:15 PM
IN BOOK 54 Misc. PAGE 173
FEES $ 11.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

In the event the Mortgagors are in default and the Mortgagee elects to foreclose its Mortgage, the said Leasehold may be entered as a part of the mortgaged security and sold with the Real Estate in such foreclosure action, and the said Leasehold, may be assigned to the purchaser under said foreclosure suit, together with the Mortgaged Real Estate, as a single unit with the property. And, at the option of the Mortgage, Mortgagee may pursue any other remedy authorized by law for the enforcement of the lien hereby created.

The Mortgagors hereby direct the issuing agency of said lease, its successors and assigns, to recognize the mortgagee, its successors and assigns, as the owners of said lease at any foreclosure sale held under or pursuant to the terms of said Mortgage, and in the event of such foreclosure sale, said Mortgagor does hereby, for itself and its successors and assigns, hereby irrevocably appoint the Mortgagee its true and lawful agent and attorney in fact for it and in its name, place and stead to execute, sign, acknowledge and deliver such instruments of transfer as said agent shall deem fit and proper in its sole discretion to accomplish said transfer to the purchaser as such foreclosure sale held under or in pursuant to the remedies provided in said Mortgage, in the event of a default thereunder.

ANTELOPE RUN RANCH, INC.

BY: X
LEON C. HIRSCH, President

ATTEST:

BY: X
TURI L.H. HIRSCH, Secretary

STATE OF ~~WYOMING~~ CONNECTICUT

COUNTY OF FAIRFIELD

This instrument was acknowledged before me on this 15th day of September, 1988 by Leon C. Hirsch and Turi L.H. Hirsch, as President and Secretary respectively, of Antelope Run Ranch, Inc.

Gail J. Albright
Notary Public, State of ~~Wyoming~~ Connecticut
My Commission Expires: 3/31/91

Gail J. Albright
Printed Name of Notary

EXHIBIT A

PARCEL 1:

TOWNSHIP 33 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 5: Lots 2, 3 and 4, S/2NW/4, SW/4NE/4;
Section 6: Lots 1, 2, 3, 4 and 5, S/2NE/4, SE/4NW/4;

TOWNSHIP 34 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 19: Lots 1,2,3 and 4, E/2, E/2W/2 (ALL);
Section 20: W/2W/2;
Section 29: W/2;
Section 30: Lots 1, 2, 3 and 4, E/2, E/2W/2 (ALL);
Section 31: Lots 1, 2, 3 and 4, E/2, E/2W/2 (ALL)
Section 32: W/2, SW/4SE/4;

TOWNSHIP 34 NORTH, RANGE 114 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 24: ALL of Section;
Section 25: ALL of Section
Section 26: E/2, NW/4, E/2SW/4;
Section 35: E/2NE/4

PARCEL 2:

TOWNSHIP 34 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 17: ALL of Section;
Section 18: ALL of Section;
Section 20: E/2, E/2W/2;
Section 21: ALL of Section
Section 22: W/2

Form E-52
Rev. 6-72

Wyoming State Highway Department

222024

PERMIT

RECORDED Sept. 21 1988 4:10 P.M.
IN BOOK 54 Misc. PAGE 176
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mona Riley

PROJECT NO. SSP-TO-013-2(47)

ROAD DESIGNATION Daniel Jct.-Hoback Jct.

COUNTY Sublette

KNOW ALL MEN BY THESE PRESENTS:

THAT Gene Harmon Pfisterer Box 10, Bondurant, WY 82922

, for and in consideration of the sum of

$ 0.00, the receipt whereof is hereby acknowledged, do, by these presents, grant permission to the Wyoming State Highway Department, its agents and contractors, to maintain a Right-of-Way fence upon a parcel of land in the NE¼NW¼ of Sec. 30, T37N, R112W, 150 Ft. wide left of engineering station 1137+00± to station 1144+00±. and 150 Ft. wide right on engineering station 1132+00± to station 1133+50±.

as shown upon the official plans for the above-mentioned highway project, which plans have this day been explained to me and are hereby made a part thereof. This permit includes the right of ingress and egress, and also the right to temporarily operate machinery upon my land in order to make and maintain the Right-of-Way fence.

Subscribed at Bondurant, this 6th day of September, 1988.

WYOMING STATE HIGHWAY DEPARTMENT

By Lawrence Konetzki

Gene Harmon Pfisterer

Landowner(s)

STATE OF Wyoming)
COUNTY OF Sublette) ss.:

The foregoing instrument was acknowledged before me by Lawrence Konetzki, Gene Harmon Pfisterer, this Sixth (6) day of September, 1988.
Witness my hand and official seal.

Robert W. Mattam
Notary Public
County of Sublette
State of Wyoming
My Commission Expires Nov. 24, 1991

Robert W. Mattam
Notary Public

My commission expires: Nov. 24, 1991

HIGHWAY EASEMENT DEED

THIS DEED, made this 11th day of July, 19 88, 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 hereinafter referred to as the Grantee:

WITNESSETH:

WHEREAS, the Grantee has filed application under the provisions of the Act of Congress of August 27, 1958, as amended (23 U.S.C. Section 317), for the right-of-way of a highway over certain Federal land under the jurisdiction of the Department of the Interior - Bureau of Land Management in the State of Wyoming, which land has been appropriated by the Department, and

WHEREAS, the Federal Highway Administrator, pursuant to delegation of authority from the Secretary of Transportation, has determined that an easement over the land covered by the application is reasonably necessary for a right-of-way for Federal Aid Highway Project 011-4(15), the LaBarge-Big Piney Road, McDonald Draw Section in Sublette County

and,

WHEREAS, the Department of the Interior, acting by and through the Bureau of Land Management, in its consent to the appropriation of the Federal land, 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 Secretary, Part 21, non discrimination in federally-assisted programs of the Department of Transportation (49 CFR 21.2 - 21.23) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby grant to the Grantee an easement for a right-of-way for the construction, 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 Federal land within the United States in the County of Sublette State of Wyoming 6th Meridian

Township	Range	Section	Subdivision
29 N.	111	17	$SE\frac{1}{4}SW\frac{1}{4}$
		20	$E\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}NW\frac{1}{4}$
		32	$SE\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
		Tracts	38, 39, 45, 46, 47, 48, 49, 50 and 58
28 N.	112 W.	1	Lots 1, 7, 8, 10, 18, $NE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$
		11	$SE\frac{1}{4}NE\frac{1}{4}$
		12	$W\frac{1}{2}NW\frac{1}{4}$
		14	$E\frac{1}{2}SW\frac{1}{4}$
		22	$SE\frac{1}{4}SE\frac{1}{4}$
		23	$SW\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$
		27	$N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$

222033

RECORDED Sept. 23 19 88 9:45 AM
IN BOOK 54 Misc. PAGE 177
FEES $ 28.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

as shown on the following plats:

Drawing No. Exhibit A Dated June 8, 1987 Number of Sheets 9 Marked Exhibit A attached hereto and made parts 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 claims;

(2) 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, and the Archaeological Resources Protection Act of 1979 (93 Stat. 721, 16 U.S.C. 470aa-470LL);

(3) The easement herein granted shall terminate 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 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 purpose of construction, operation, and maintenance of a highway in accordance with the approved plans described in the following condition numbered (5) and does not include the grant of any rights for non-highway purposes or facilities: Provided, that the right of the Bureau of Land Management 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 of 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 Federal Highway Administration shall be consulted prior to the exercise of such rights: and Provided, further that nothing herein shall preclude the Bureau of Land Management from locating Department of the Interior information signs on the portions of the right-of-way outside of construction clearing limits;

(5) The design and construction of highway projects situated on this right-of-way will be in accord with the provisions of Title 23, U.S.C. Highways, and amendments; the provisions of the Federal-Aid Highway Program Manual issued by the Federal Highway Administration; the construction specifications of the State Highway Department as approved by the Federal Highway Administration for use on federal-aid projects; and the following terms and conditions specified by the Bureau of Land Management in an attachment hereto, marked Exhibit B and by this reference made part hereof;

(6) Consistent with highway safety standards, the Grantee shall: (a) Protect and preserve soil and vegetative cover and scenic and aesthetic 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, as specified in No. (5) above, all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. 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;

(8) The Grantee shall maintain the right-of-way and highway facilities to acceptable standards of repair, orderliness, neatness, sanitation, and safety;

(9) The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Department after consultation with the Bureau of Land Management. Application for such approval must be in writing and specify the time, methods, chemicals, and the exact portion of the right-of-way to be chemically treated;

(10) When need for the easement herein granted shall no longer exist and the area has been reasonably rehabilitated to protect the public and environment, the Grantee shall give notice of that fact to the Secretary of Transportation and the rights herein granted shall terminate and land shall immediately revert to the full control of the Secretary of the Department of the Interior or his assigns.

The Grantee, in consideration of the conveyance of said land, does hereby covenant and agree as a covenant running with the land for itself, its 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 land hereby conveyed, (b) that the Grantee shall use said land 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, in effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have the right to re-enter said land and facilities on said land, and the above-described land and facilities shall thereupon 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.

[redacted] [redacted] [redacted]

[redacted] WITNESS WHEREOF, I, [redacted] JR O. JONES [redacted] Regional Counsel, pursuant to delegations of authority from the Secretary of Transportation, the Federal Highway Administrator and Chief Counsel, 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

In Presence of:

BY Richard O. Jones
Regional Counsel

STATE OF Colorado)

COUNTY OF Jefferson)

I, Margaret A. Bird, a Notary Public in and for the State of Colorado, do hereby certify that on this, the 13th day July, 19 88, before me personally appeared Richard O. Jones Regional Counsel, Federal Highway Administration, and acknowledged that the foregoing instrument bearing date of July 11, 19 88, was executed by him/her in his/her official capacity and by authority in her/him vested by law, for the purposes and intents in said instrument described and set forth, and acknowledged the same to be her/his free act and deed as Regional Counsel, Federal Highway Administration.

Witness my hand and seal this 13th day of July, 19 88.

Margaret A Bird
NOTARY PUBLIC

(SEAL)

Commission Expires My Commission Expires April 26, 1989

In compliance with the conditions set forth in the foregoing deed, the State 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 Leno Menghini
Superintendent and Chief Engineer
Wyoming Highway Department

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 and 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/she in his/her capacity as such Superintendent and Chief Engineer executed the same voluntarily on this day.

Given under my hand and seal of office this 15th day of June, 19 88.

Robert A. Balling
NOTARY PUBLIC

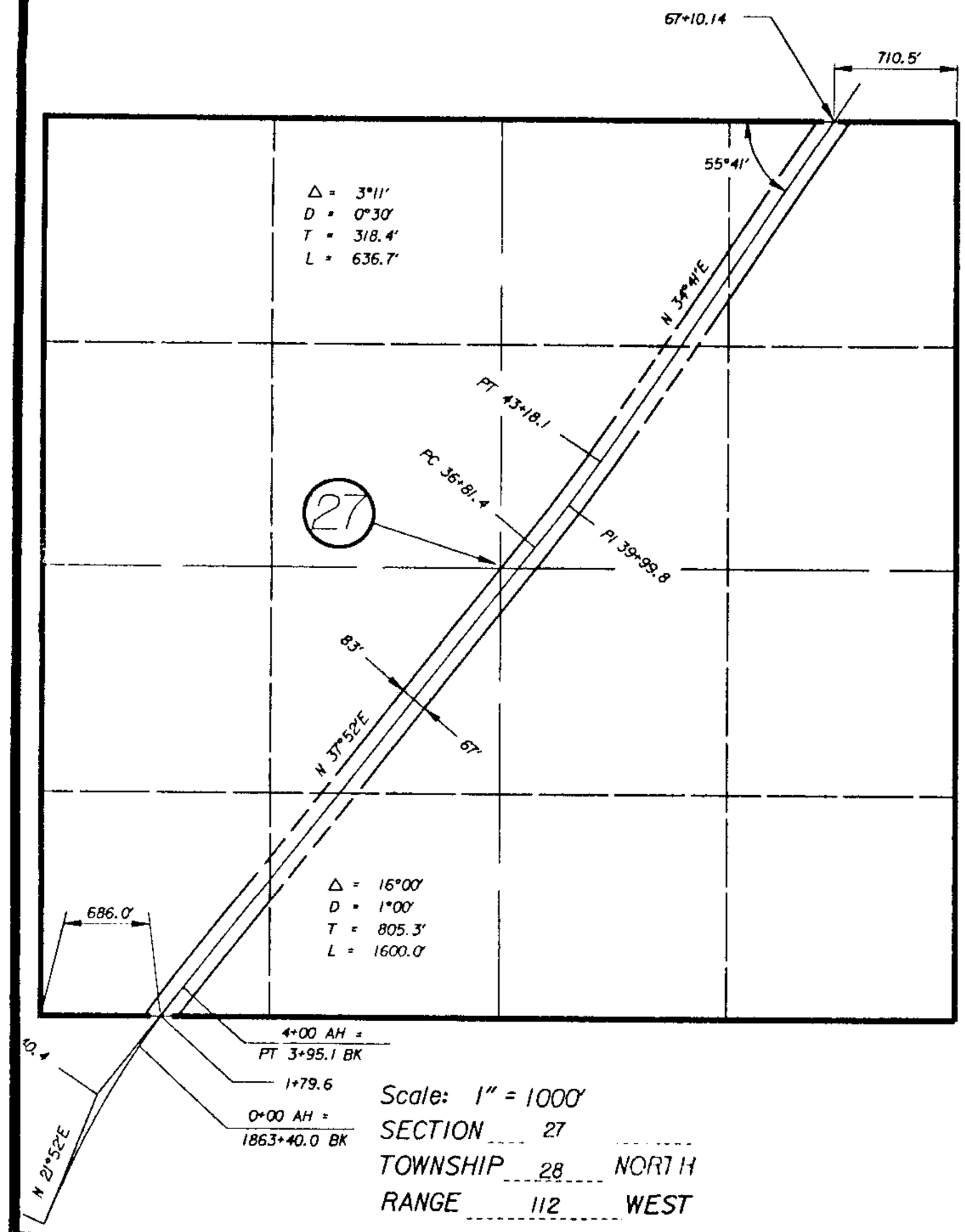
(SEAL)

Robert A. Balling NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST [illegible] 89

My Commission Expires _____.

WYOMING STATE HIGHWAY DEPARTMENT

Proj. No. PREB — 011 — 4(15)



CERTIFICATE OF STATE HIGHWAY ENGINEER

I, Leno Menghini, of Cheyenne, Wyoming, hereby certify that this map was made from notes taken during an actual survey made by John Cometto in 1984, for which work I stand personally responsible and that such survey is accurately represented on this map and by the accompanying field notes.

Cheyenne, Wyoming — June 8, 1987

Leno Menghini
Superintendent, Wyoming License No. 403

NOTE:—Right of Way through Federal lands to be as shown on this map.

Proposed R/W Line ——— – – – – ———

Bearings and distances shown on the plans are based on the Wyoming State Plane Coordinate System, West Zone modified to Wyoming Highway Department Coordinate System by an adjustment factor of 1.00040 (Sec. 11,12,1, T. 28 N R 112 W. & Sec. 32,20,17, T. 29 N R 112 W. only)

Private Land

Serial Number W-105658

MAP

Accompanying application for Right of Way for a highway, as provided in Federal-Aid Highway act of August 27, 1958, (72 Sta. 885), Title 23, United States Code, Section 317

SUBLETTE County

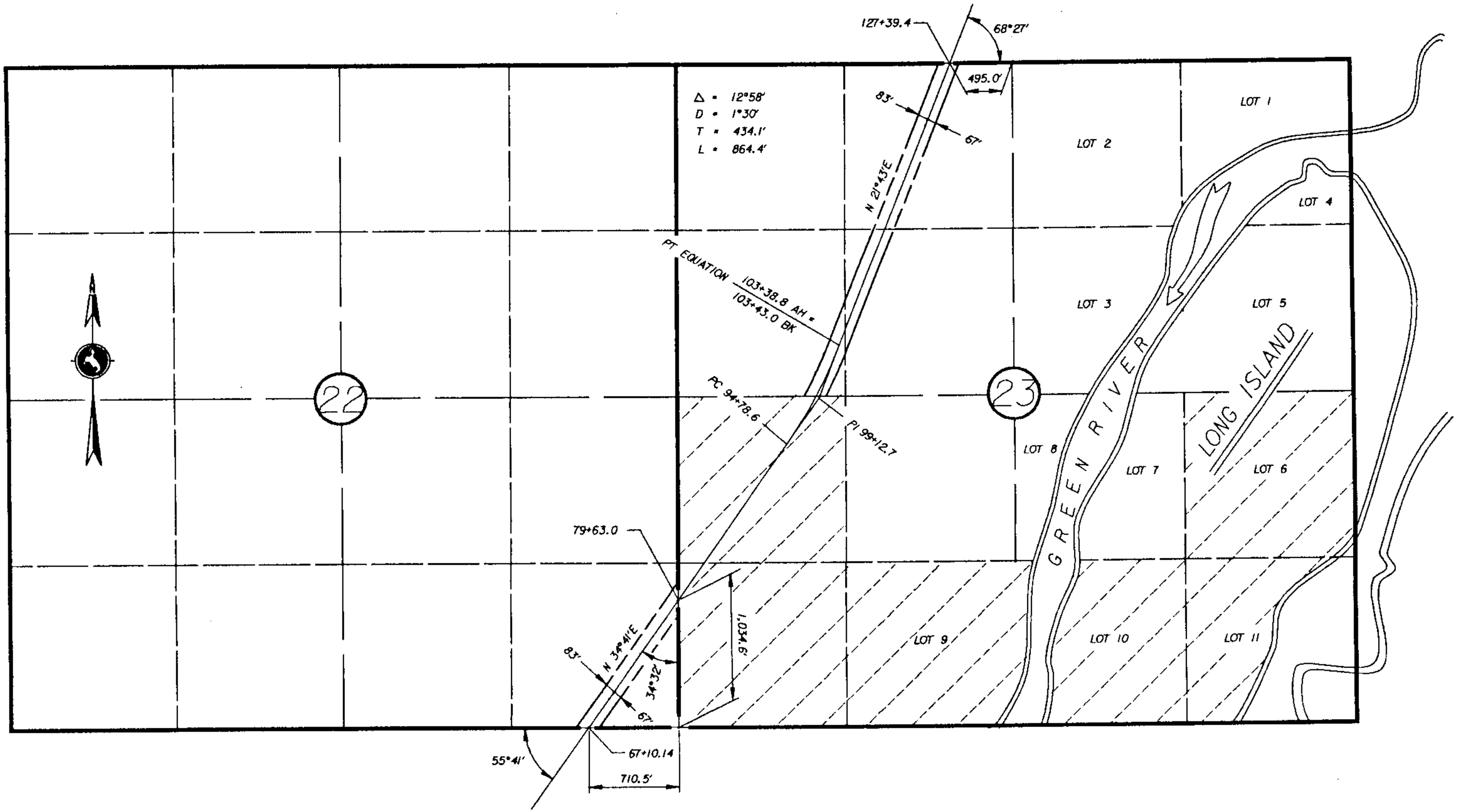
SHEET 1 OF 9 SHEETS

EXHIBIT "A"

180

WYOMING STATE HIGHWAY DEPARTMENT

Proj. No. PREB-011-4(15)



Scale: 1" = 1000'

SECTION 22 & 23

TOWNSHIP 28 NORTH

RANGE 112 WEST

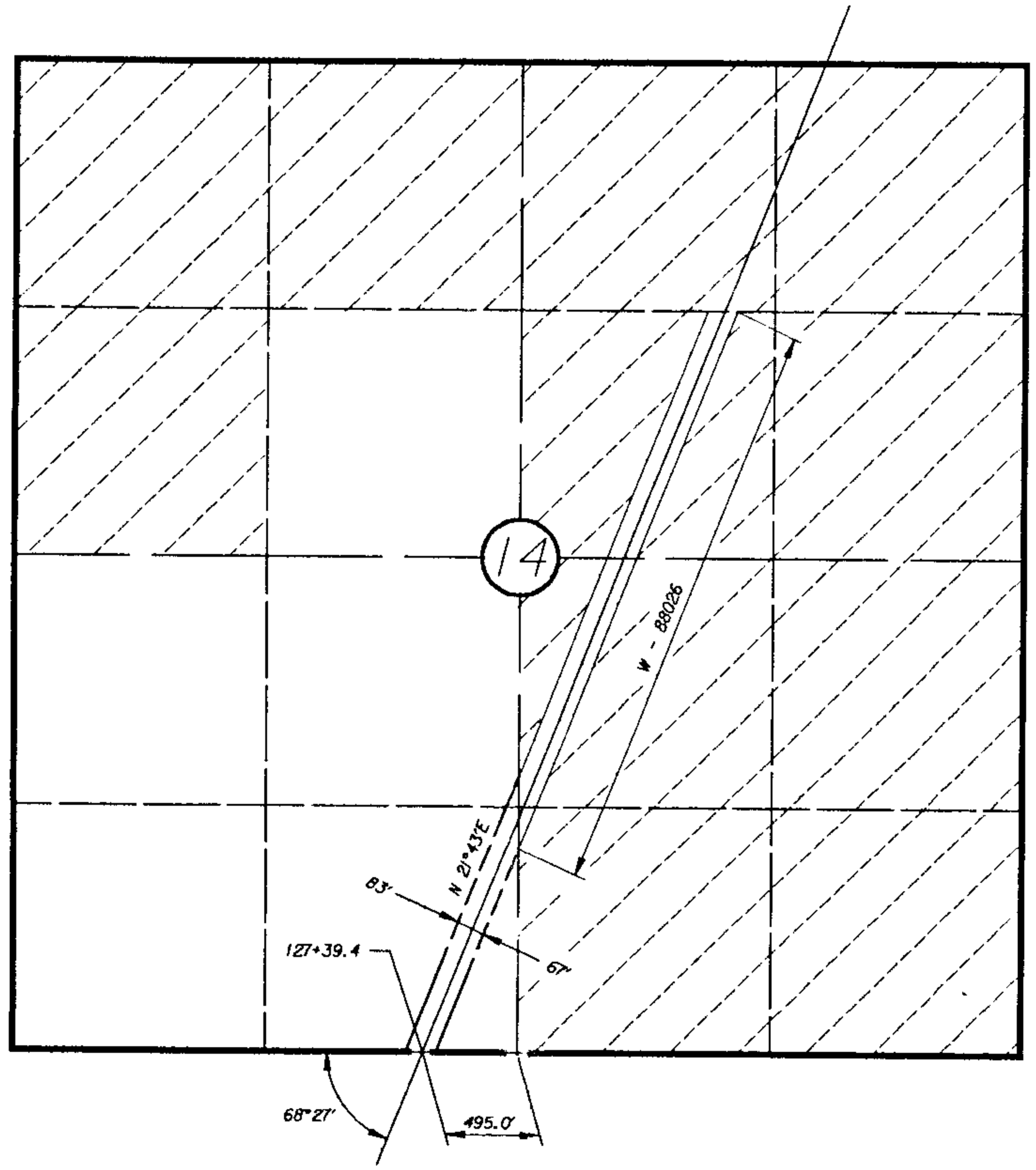
EXHIBIT "A"

SHEET 2 OF 9 SHEETS

131

WYOMING STATE HIGHWAY DEPARTMENT

Proj. No. PREB-011-4(15)



Scale: 1" = 1000'
SECTION 14
TOWNSHIP 28 NORTH
RANGE 112 WEST

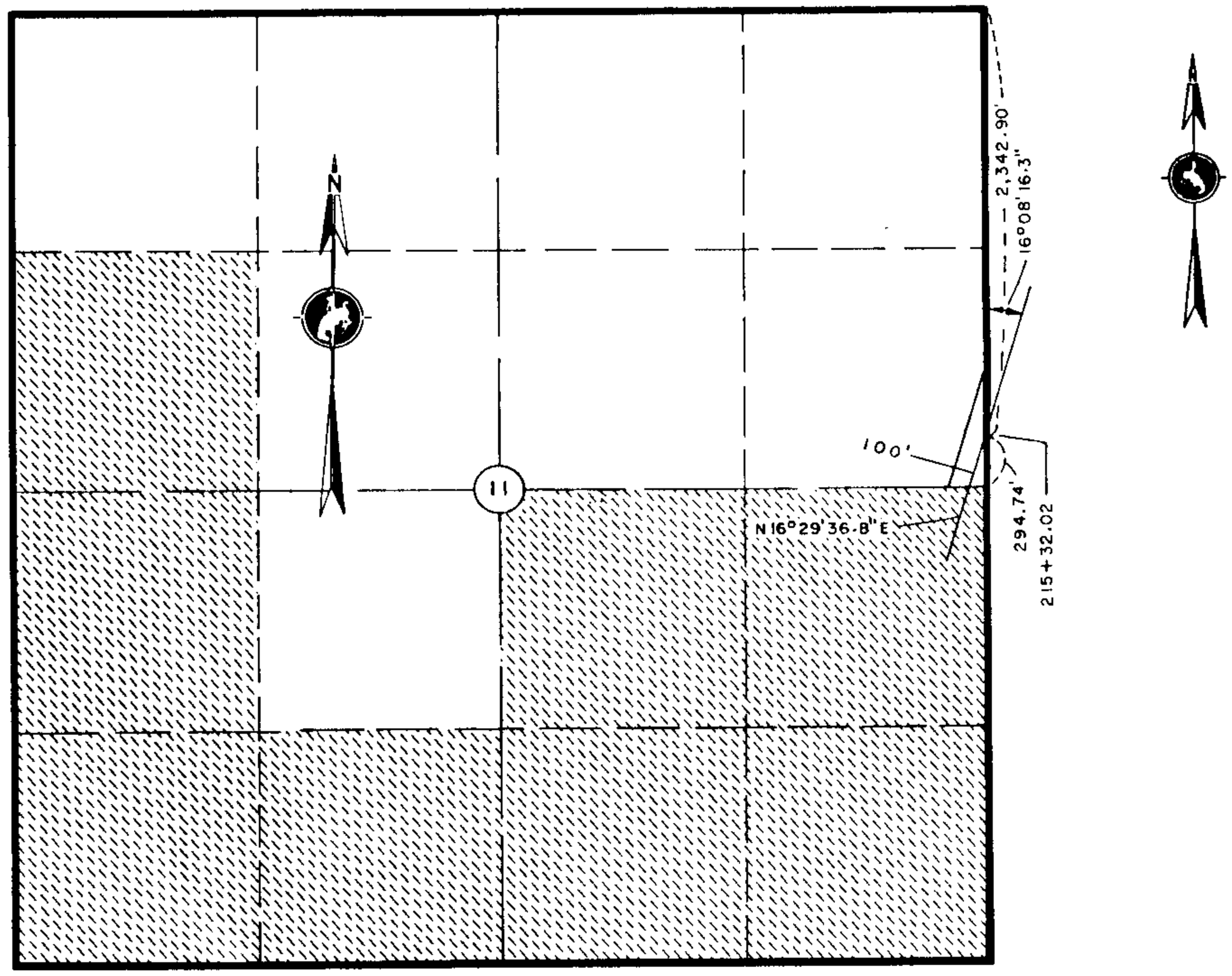
EXHIBIT "A"

SHEET 3 OF 9 SHEETS

182

Proj. No. PREB-011-4(15)

WYOMING STATE HIGHWAY DEPARTMENT



Scale: 1" = 1000'

SECTION 11

TOWNSHIP 28 NORTH

RANGE 112 WEST

183

EXHIBIT "A"

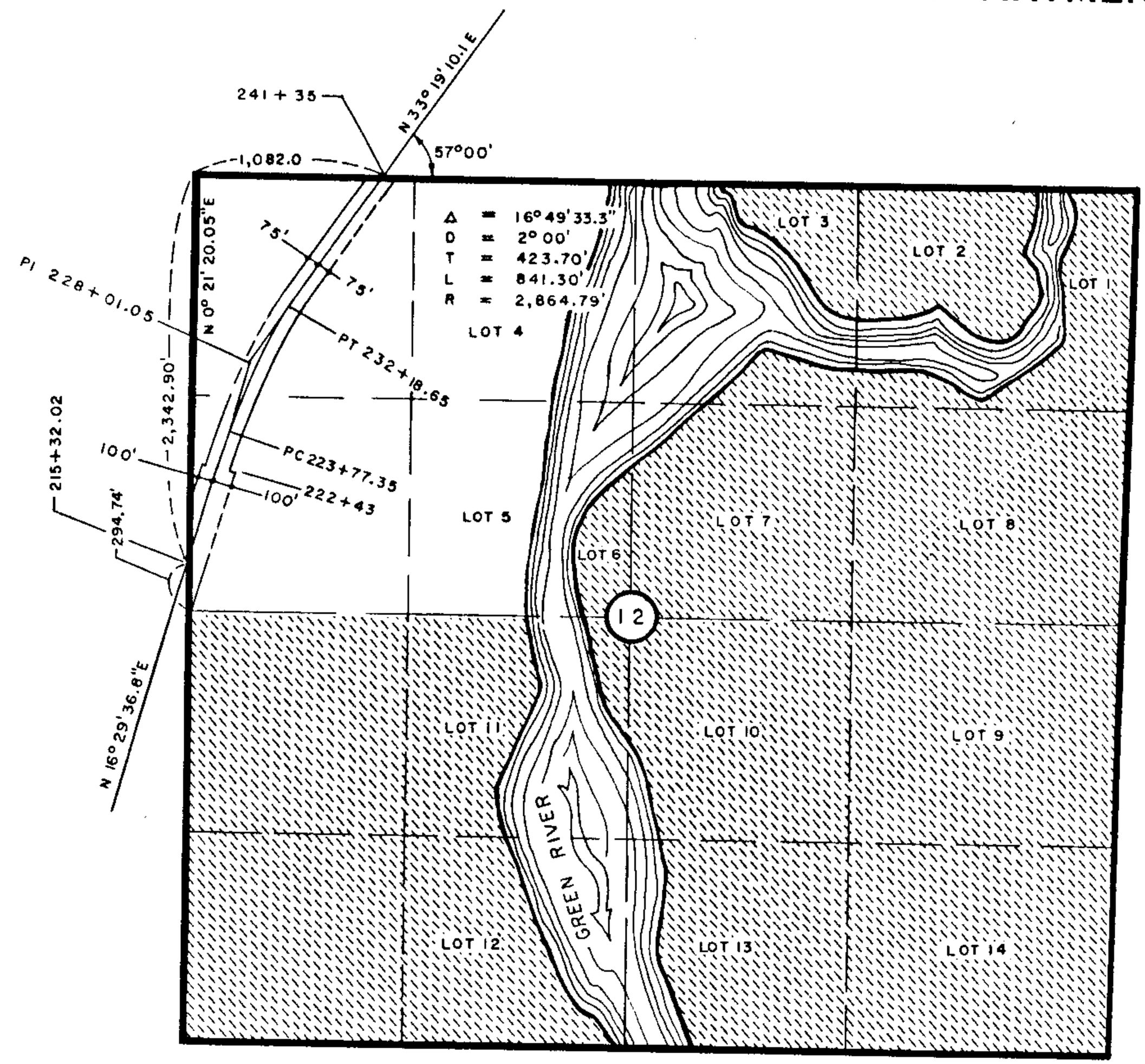
SHEET 4 OF 9 SHEETS

FORM R/W 22

WYOMING STATE HIGHWAY DEPARTMENT

Proj. No. PREB-011-4(15)

, A.F.E.



Scale:—1"=1000'

SECTION 12

TOWNSHIP 28 NORTH

RANGE 112 WEST

EXHIBIT "A"

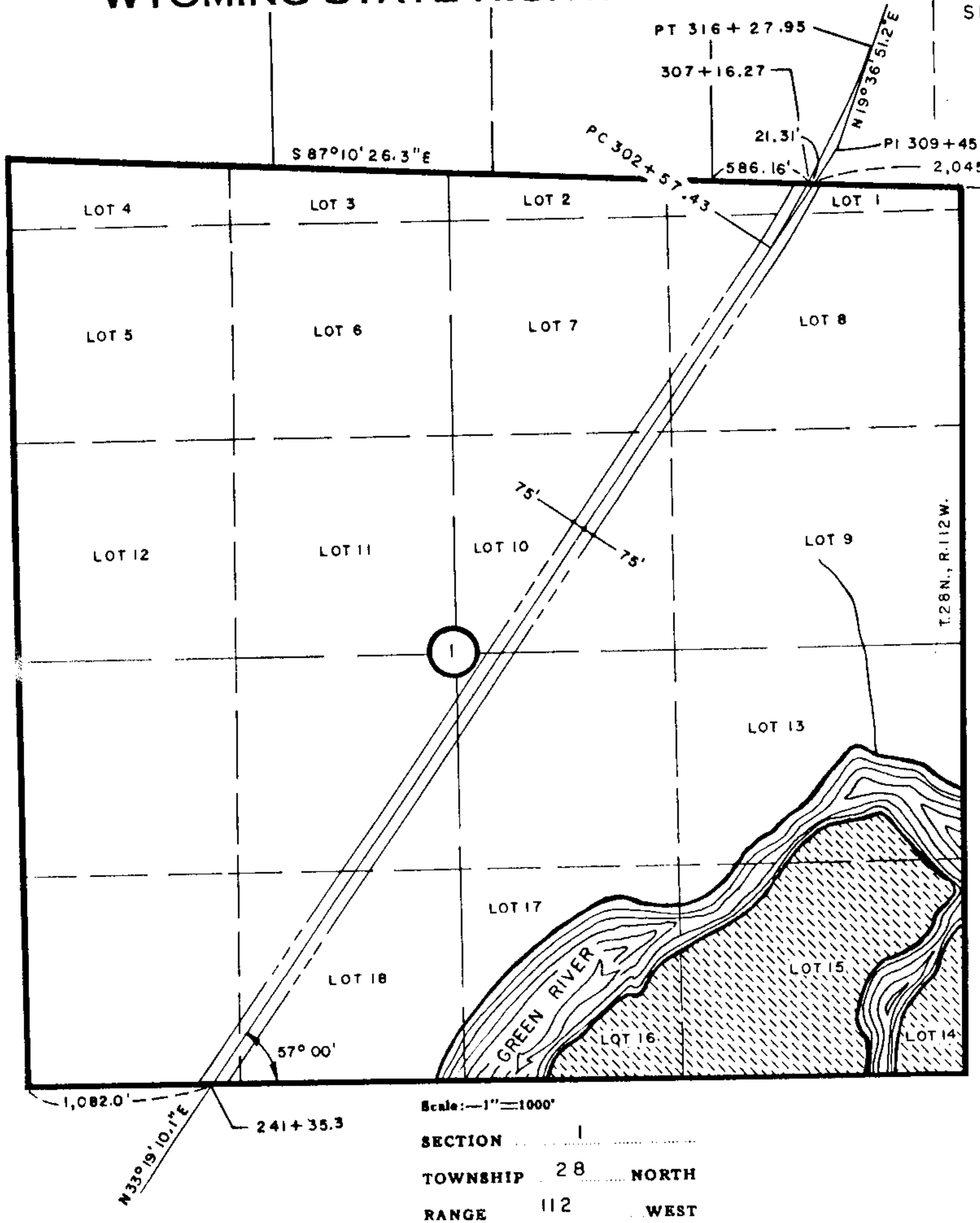
SHEET 5 OF 9 SHEETS

FORM R/W 22

WYOMING STATE HIGHWAY DEPARTMENT

Proj. No. PREB-011-4(15)

, A.F.E.



Δ = 13° 42' 18.9"
D = 1° 00'
T = 688.55'
L = 1,370.52'
R = 5,729.58'



SECTION 6

Scale:—1" = 1000'

SECTION 1

TOWNSHIP 28 NORTH

RANGE 112 WEST

EXHIBIT "A"

SHEET 6 OF 9 SHEETS

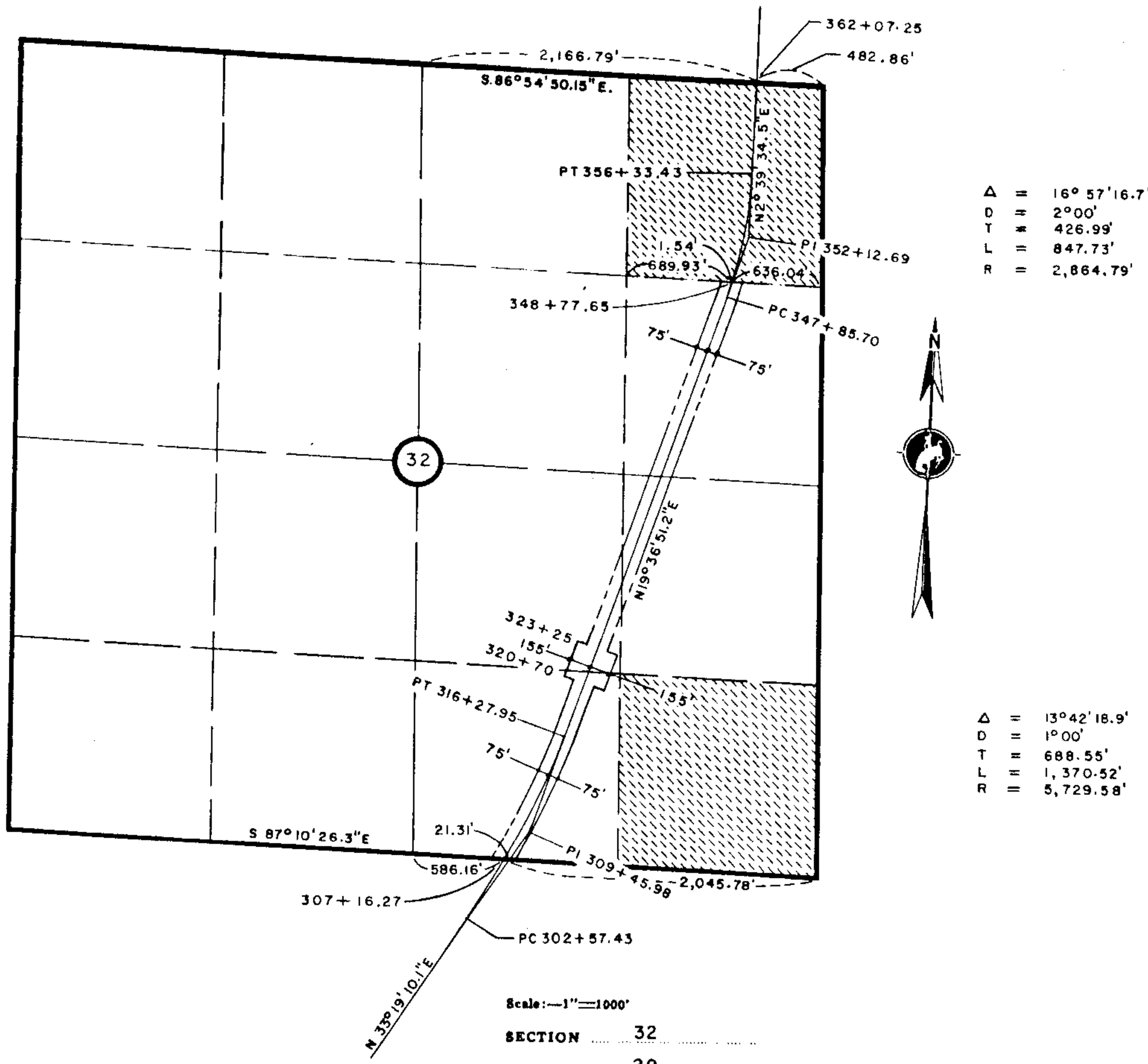
185

FORM R/W 22

WYOMING STATE HIGHWAY DEPARTMENT

Proj. No. PREB-011-4(15)

, A.F.E.



Δ = 16° 57'16.7"
D = 2°00'
T = 426.99'
L = 847.73'
R = 2,864.79'

Δ = 13°42'18.9'
D = 1°00'
T = 688.55'
L = 1,370.52'
R = 5,729.58'

Scale:—1"=1000'

SECTION 32

TOWNSHIP 29 NORTH

RANGE 111 WEST

EXHIBIT "A"

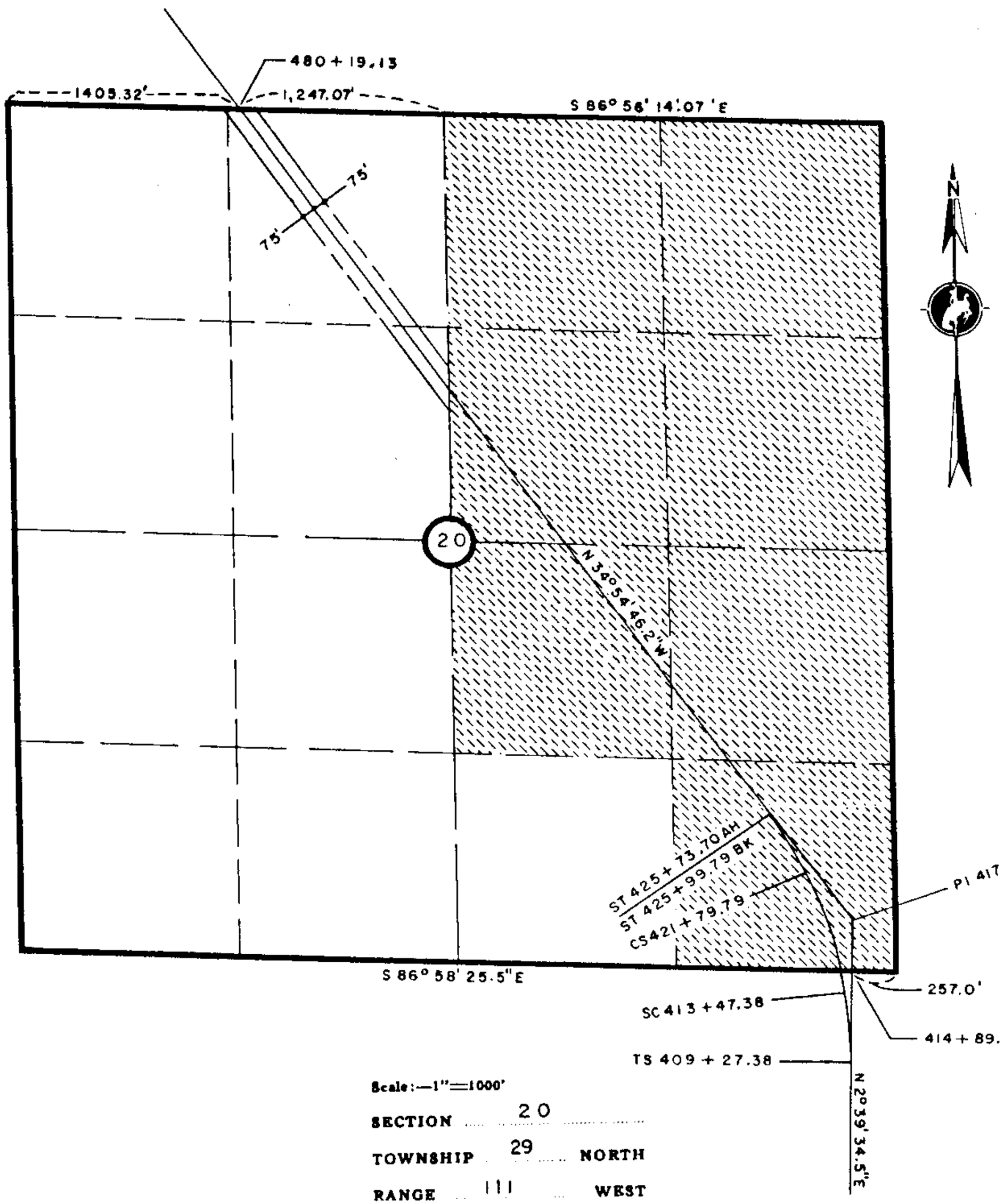
SHEET 7 OF 9 SHEETS

FORM R/W 22

WYOMING STATE HIGHWAY DEPARTMENT

Proj. No. PREB-011-4(15)

, A.F.E.



Δ =	37° 34' 20.7"
Δ_S =	6° 18' 00.0"
Δ_C =	24° 58' 20.7"
D =	3° 00'
T_S =	860.88'
L_S =	420.00'
L_C =	832.41'

Scale:—1"=1000'

SECTION 20

TOWNSHIP 29 NORTH

RANGE 111 WEST

EXHIBIT "A"

SHEET 8 OF 9 SHEETS

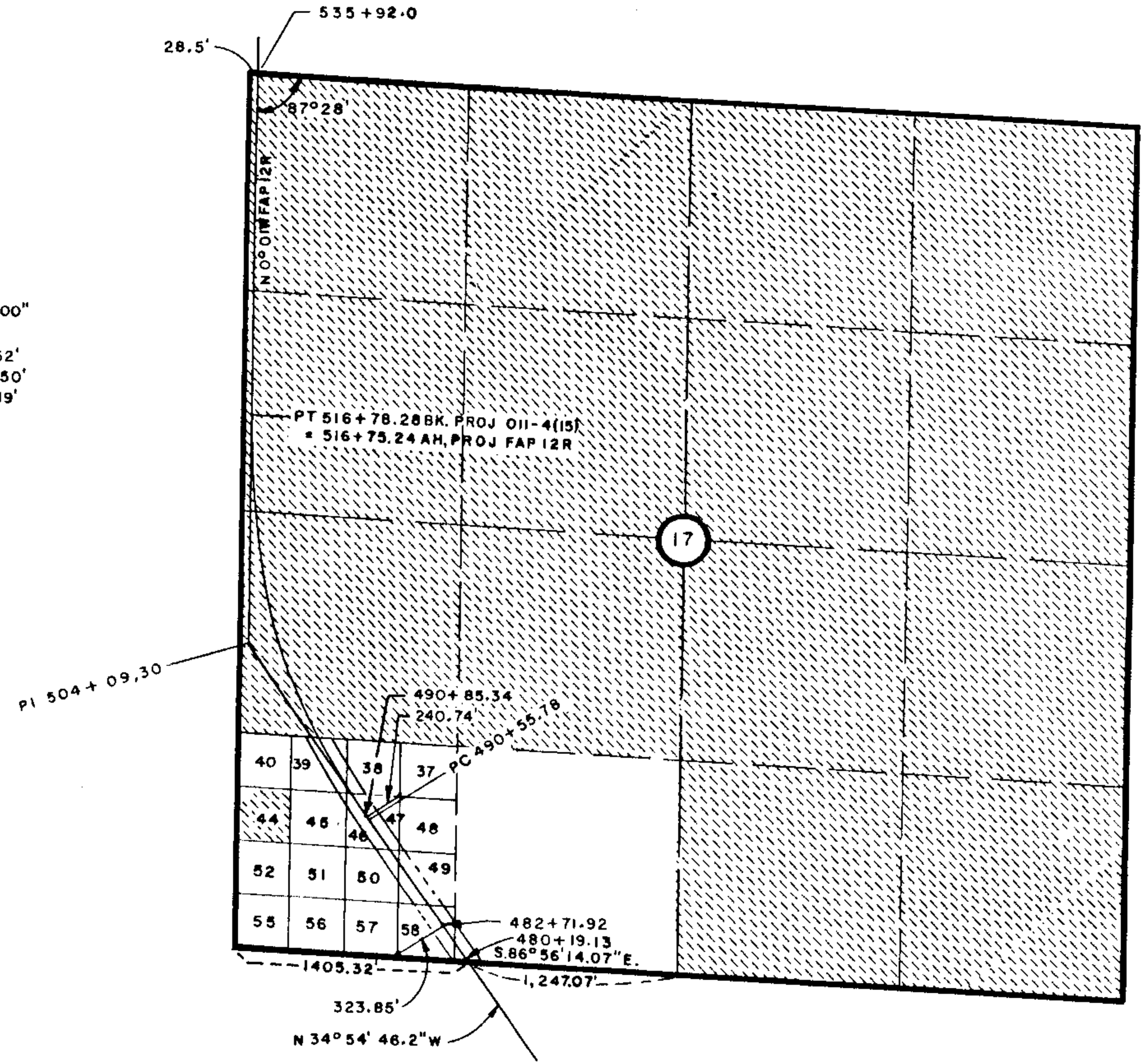
187

FORM R/W 22

WYOMING STATE HIGHWAY DEPARTMENT

Proj. No. PREB-011-4(15)

....., A.F.E. .....



Δ = 34°58'00"
D = 1°20'
T = 1,353.52'
L = 2,622.50'
R = 4,297.19'

Scale:—1"=1000'

SECTION 17

TOWNSHIP 29 NORTH

RANGE 111 WEST

EXHIBIT "A"

SHEET 9 OF 9 SHEETS

189

EXHIBIT "B"

The replacement fence constructed on public land shall be the WHD's Type E fence, with a smooth bottom wire.

BIG WYOMING ASSOCIATES LTD.
LAND DEVELOPMENT

TELEPHONE
307/632-0414
Cheyenne
307/742-5227
Laramie

1124 Dunn Avenue
Cheyenne, Wyoming 82001

EASEMENT DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned certify that they are the sole owners of the land described for easement purposes.

With free consent and in accordance with the desires of the undersigned owners, we hereby dedicate a roadway and utility easement running generally north and south. This roadway and utility easement shall be 60 feet in width and follow the existing graded roadway across the NE¼ SW¼ Sec 33 T32N R.106W Sublette County, Wyoming, otherwise known as Parcel 12 of Pocket Creek Ranch, a recorded subdivision in Sublette County, Wyoming. This roadway and utility easement is dedicated for the ingress and egress of property owners of Pocket Creek Ranch.

Witness our hands this 21st day of September, 1988.

222047

RECORDED Sept. 26 1988 11:00A.
IN BOOK 54 Misc. PAGE 190
FEES $ Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Big Wyoming Associates
M.V. Federer, Managing Partner

Richard L. Haag

Olivia I. Haag

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The above and foregoing was subscribed and sworn to before me this 21st day of SEPTEMBER, 1988.

Witness by hand and official seal.

Notary Public

My Commission Expires: 4-7-90



EASEMENT AGREEMENT

DOYLE F. CHILD and ELAINE C. CHILD, husband and wife, of Box 248, Afton, Wyoming, for and in consideration of Ten Dollars and other valuable considerations, herein Grant and Convey to the present and future owners of lands lying within the East one-half of Section 4, Township 36 North, Range 112 West of the 6th P.M., Wyoming, a perpetual easement and right of way for ingress and egress to their lands over and across an existing roadway, the easement being thirty feet on either side of a center line that is described and platted on the attached survey, marked Exhbit "A" and made a part hereof, and hereby releasing and waiving any rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Signed this 22nd day of September 1988.

222052

RECORDED September 26 1988 3:00 P.M.
IN BOOK 54 Misc. PAGE 191
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Doyle F. Child
DOYLE F. CHILD

Elaine C. Child
ELAINE C. CHILD

STATE OF WYOMING)
)
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by Doyle F. Child and Elaine C. Child, husband and wife, this 22nd day of September, 1988. Witness my hand and official seal.

Sandra J. Merritt NOTARY PUBLIC

NOTARY PUBLIC

My commission expires: March 8, 1989

Consulate General of the)
United States of America) SS:
at Hong Kong)

~~State~~ of)
~~County~~ of) ss...

A F F I D A V I T

Comes now, Hayden H. Huston and Ivanka Huston, husband and wife, of c/o American Consulate General, 26 Garden Road, Hong Kong

who being duly sworn, on oath according to law, does hereby make the following statement of facts and affirm:

1. That they are the owners of lands within the bounds of the proposed Daniel Second Plat, a subdivision in Lot 4, ($NW\frac{1}{4}NW\frac{1}{4}$) Section 2, T33N, R111W, Sublette County, Wyoming.

2. That they have reviewed the proposed plat noting that Lot 2 and Lot 10 depict the lands that will stand in their names upon the filing of said proposed plat and no others.

3. That they have read and understand the provisions of the Certificate of Owners and the implications thereof.

4. That this affidavit is signed in the stead of and with the same effect as if the original linen plat as filed in the Office of the Clerk of Sublette County was manually signed.

Hayden H. Huston

Ivanka Huston

The foregoing instrument was acknowledged before me by Hayden H. Huston and Ivanka Huston this 12th day of August m 1988.

Witness my hand and official seal.

My commission expires: N/A

Notary Public

Lois A. Gochnauer
American Consul

222068

RECORDED Sept. 27 19 88 11:00 AM
IN BOOK 54 Misc. PAGE 192
FEES $ Mc Mary L. Lockhart COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: marie Riley

AFFIDAVIT

STATE OF IDAHO)
) ss
COUNTY OF Clearwater)

ARNOLD DEAN SAZMA and HAZEL F. SAZMA husband wife, of Clearwater County Idaho, being first duly sworn on oath according to law, depose and say:

1. That they holders of a certain mortgage whereby MARILYN DAVID mortgaged to them an interest in and to land within the bounds of the proposed Daniel Second Plat, a subdivision in Lot 4 (NW1/4NW1/4), Section2, T33N, R111W of the 6th P.M., Sublette County, Wyoming, which mortgage was recorded at Book 45 of Mortgages, Page 657;

2. That they have reviewed the proposed plat, noting that Lot 6 depicts the lands that will stand in the name of Marilyn David, subject to the mortgage of Affiants, upon the filing of the proposed plat;

3. That they have read and understand the provisions of the Certificate of Owners on said plat and that they understand the implications and legal consequences thereof;

4. That this Affidavit is signed in the stead of and with the same effect as if the original linen plat as filed in the office of the Clerk of Sublette County was manually signed by them.

DATED this 22ND day of September, 1988.

ARNOLD DEAN SAZMA

HAZEL F. SAZMA

Subscribed and sworn to before me by Arnold Dean Sazma and Hazel F. Sazma this 22nd day of September, 1988

WITNESS my hand and official seal.

Notary Public

My Commission expires: 10-19-93

222069

RECORDED Sept. 27 1988 11:00 A.M.
IN BOOK 54 Misc PAGE 193
FEES $ N/C Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mara Riley

A F F I D A V I T

STATE OF [illegible])
)SS...
COUNTY OF [illegible])

Comes now, Linda L. Koch Gabol and Hugh C. Gabol, husband and wife of Prescott, AZ, County of Yavapai, State of Arizona who being duly sworn, on oath according to law, do hereby make the following statement of facts and affirm:

1. That she is the owner of land within the bounds of the proposed Daniel Second Plat, a subdivision in Lot 4 (NW¼NW¼) Section 2, T33N, R111W, Sublette County, Wyoming.

2. That they have reviewed the proposed plat noting that Lot 11 depicts the lands that will stand in her name upon the filing of the proposed plat and no others.

3. That they have read and understand the provisions of the Certificate of Owners and implications thereof.

4. That this affidavit is signed in the stead of and with the same effect as if the original linen plat as filed in the Office of the Clerk of Sublette County was manually signed by them.

Linda L. Koch Gabol
Linda L. Koch Gabol

Hugh C Gabol
Hugh C Gabol

The foregoing instrument was acknowledged before me by Linda L. Koch Gabol and Hugh C Gabol this 2nd day of August, 1988.

Witness my hand and official seal.

Barbara Ross
Notary Public

My commission expires: 5/9/92

222070

OFFICIAL SEAL
BARBARA ROSS
Notary Public State of Arizona
YAVAPAI COUNTY
My Comm. Expires May 9, 1992

RECORDED Sept. 27 19 88 11:00 A.M.
IN BOOK 54 Misc. PAGE 194
FEES $ N/C Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

194

STATE OF WYOMING }
County of Sublette } ss.

AFFIDAVIT OF ANNUAL ASSESSMENT WORK

Roy A Lang, being first duly sworn, states and says:

1. That this affidavit is made for the purpose of showing and making of record the fact that annual assessment or representative work as required by law has been completed, or is in the process for the year 1988 on the following claims, located in Sublette County, Wyoming:

NAME AND NO.	SECTIONS	TWP.	RANGE
Assessment Forms for Sole - Claims located in Sublette County - 1988 Exhibit A - pages 1 + 2 - attached.			

2. The nature of the work being performed is as follows, the same being a statement of a portion of the entire work done and not intended as a complete account of all work: drilling, engineering, geological mapping and analysis.

3. All of the above work will increase the value of the said claims and develop or directly tend to develop the mineral resources and the mineral exploration thereof, and facilitate and lead to the extraction of minerals therefrom.

4. And in the form of selected and engineered Equipment for the production of Sole

Dated this 27 day of Sept., 1988.

Roy A Lang

Subscribed and sworn to before me this 27th day of September, 1988 by Roy A Lang.

Janet L Montgomery
Notary Public

222073

RECORDED Sept 27 TO 88 3:05 PM
IN BOOK Misc 54 PAGE 195
FEES $ 8.00 Mary L Lankford COUNTY CLERK
[redacted]ETTE COUNTY, PINEDALE, WYO[redacted]

Janet L Montgomery
County of Sublette
My Commission Expires Apr. 30, 1990
Notary Public
State of Wyoming

[redacted] Affidavit of Ann[redacted]essment Work [redacted]
Starlite Jade

For year: - 1988

CLAIM NAME AND NO.	SECTIONS	TWP.	RANGE	WMC
Starlite Jade 1	16	T30N	103W	199484
Starlite Jade 2	16	T30N	103W	199485
Starlite Jade 3	16	T30N	103W	199486
Starlite Jade 7	21	T30N	103W	199490
Starlite Jade 8	21	T30N	103W	199491
Starlite Jade 9	21	T30N	103W	199492
Starlite Jade 11	21	T30N	103W	199493
Starlite Jade 12	21	T30N	103W	199494
Starlite Jade 16	21	T30N	103W	199498
Starlite Jade 17	21	T30N	103W	199499
Starlite Jade 18	21	T30N	103W	199500
Starlite Jade 19	21	T30N	103W	199501
Starlite Jade 20	21	T30N	103W	199502
Starlite Jade 24	21	T30N	103W	199506
Starlite Jade 25	21	T30N	103W	199507
Starlite Jade 26	21	T30N	103W	199508
Starlite Jade 27	21	T30N	103W	199509
Starlite Jade 28	21	T30N	103W	199510
Starlite Jade 29	21	T30N	103W	199511
Starlite Jade 30	21 & 22	T30N	103W	199512
Starlite Jade 34	21 & 28	T30N	103W	199516
Starlite Jade 35	21 & 28	T30N	103W	199517
Starlite Jade 36	21 &28	T30N	103W	199518
Starlite Jade 37	21 & 28	T30N	103W	199519
Starlite Jade 38	21 & 28	T30N	103W	199520
Starlite Jade 39	21,28,22 & 27	T30N	103W	199521
Starlite Jade 44	28	T30N	103W	199526
Starlite Jade 45	28	T30N	103W	199527
Starlite Jade 46	28	T30N	103W	199528
Starlite Jade 47	28	T30N	103W	199529
Starlite Jade 48	28 & 27	T30N	103W	199530
Starlite Jade 53	28	T30N	103W	199535
Starlite Jade 54	28	T30N	103W	199536
Starlite Jade 55	28	T30N	103W	199537
Starlite Jade 56	28	T30N	103W	199538
Starlite Jade 57	28 & 27	T30N	103W	199539
Starlite Jade 64	28	T30N	103W	199546
Starlite Jade 65	28 & 27	T30N	103W	199547
Starlite Jade 66	27	T30N	103W	199548
Starlite Jade 67	27	T30N	103W	199549
Starlite Jade 68	27	T30N	103W	199550
Starlite Jade 69	27	T30N	103W	199551
Starlite Jade 70	27	T30N	103W	199552
Starlite Jade 71	27	T30N	103W	199553
Starlite Jade 75	33 & 4	T30N & T29N	103W	199557
Starlite Jade 76	33 & 4	T30N & T29N	103W	199558
Starlite Jade 77	33 & 4	T30N & T29N	103W	199559
Starlite Jade 80	4	T29N	103W	199562

continued next page

EXHIBIT A
Affidavit of Annual Assessment Work
Starlite Jade
For Year: 1998

CLAIM NAME AND NO.	SECTIONS	TWP.	RANGE	WMC
Starlite Jade 81	4	T29N	103W	199563
Starlite Jade 82	4	T29N	103W	199564
Starlite Jade 83	4 & 3	T29N	103W	199565
Starlite Jade 89	4	T29N	103W	199571
Starlite Jade 90	4	T29N	103W	199572
Starlite Jade 91	4	T29N	103W	199573
Starlite Jade 92	4 & 3	T29N	103W	199574
Starlite Jade 93	3	T29N	103W	199575
Starlite Jade 98	4	T29N	103W	199580
Starlite Jade 99	4	T29N	103W	199581
Starlite Jade 100	4	T29N	103W	199582
Starlite Jade 101	4 & 3	T29N	103W	199583
Starlite Jade 102	3	T29N	103W	199584
Starlite Jade 103	3	T29N	103W	199585
Starlite Jade 108	4 & 9	T29N	103W	199590
Starlite Jade 109	4 & 9	T29N	103W	199591
Starlite Jade 110	4 & 9	T29N	103W	199592
Starlite Jade 111	10 & 3	T29N	103W	199593
Starlite Jade 112	10	T29N	103W	199594
Starlite Jade 113	10	T29N	103W	199595
Starlite Jade 114	10	T29N	103W	199596
Starlite Jade 118	9	T29N	103W	199600
Starlite Jade 119	10	T29N	103W	199601
Starlite Jade 120	10	T29N	103W	199602
Starlite Jade 121	10	T29N	103W	199603
Starlite Jade 122	10	T29N	103W	199604
Starlite Jade 124	10	T29N	103W	199606
Starlite Jade 125	10	T29N	103W	199607
Starlite Jade 126	10	T29N	103W	199608
Starlite Jade 127	10 & 15	T29N	103W	199609
Starlite Jade 128	10 & 15	T29N	103W	199610
Starlite Jade 129	10 & 15	T29N	103W	199611

R[redacted] & Return to:
Dan Mordhorst
P.O. Box 701342
Tulsa, OK 74170

[redacted]

File [redacted]

AGREEMENT

FOR AND IN CONSIDERATION OF Dan Mordhorst and Joe Cassody having revealed to me the fact that there is a fund of money or other assets which may be due me from an estate, or sources, as well as in further consideration of one dollar and their time, effort, and expense in investigating and endeavoring to procure proof of relationship and interest therein, I, FLORA A. MORGAN and MARY R. MORGAN do hereby grant, convey, transfer and assign unto the said Dan Mordhorst and Joe Cassody an undivided fifty percent of my right, title, and interest in and to said fund or money, property, real or personal or other assets, that is held in suspense or in a dormant account from any source, for any reason. This agreement assigns fifty percent of the dormant asset that generated the dormant account. This agreement excludes personal bank accounts, if any.

THE PROPERTY REAL AND/OR PERSONAL conveyed by this Agreement will be disclosed and described in an Addendum, which will be made a part of this Agreement after execution of this Agreement.

IT IS UNDERSTOOD THAT I shall not be liable for any expenses incurred by said Dan Mordhorst and Joe Cassody in investigating and procuring proof of my relationship nor shall I be liable to pay them any fee or compensation except as provided above. Dan Mordhorst and Joe Cassody shall pay whatsoever costs in establishing this claim.

FAILURE TO RECOVER PROPERTY: If Dan Mordhorst and Joe Cassody fails to recover any property for the Client, Dan Mordhorst and Joe Cassody shall receive nothing for its services and this Agreement shall be of no further force and effect.

I DO HEREBY APPOINT, Mona Cassody as Attorney-In-Fact for the purpose of executing Deeds, Transfer or Division Orders, Assignments, handling dormant accounts, and auditing and collecting dormant funds to accomplish the division of the property above. I agree to execute such deeds or assignments as may be deemed reasonably necessary to ratify the above conveyances. I also agree to grant a preferential right of purchase, if any. I further agree that all of the above shall be binding upon my executors, administrators, heirs, and assigns.

Important -- If there are any exceptions add same: _____.

EXECUTED this 7 day of Sept, 19 88.

x Mary R Morgan P
Mary R. Morgan

x 520-22-2293
Social Security Number

Dan Mordhorst

x Flora A Morgan P.O.A.
Flora A. Morgan

x 520-28-8874
Social Security Number

Joe Cassody

(ACKNOWLEDGEMENT)

STATE OF Colorado)
)
COUNTY OF Denver)

ON THIS 7 day of Sept, 19 88, before me, a Notary Public in and for the County and State aforesaid, personally appeared _____ Flora A. Morgan POA known to me to be the person whose name is subscribed to the within instrument, and she duly acknowledged to me that she executed the same, and the said person being by me first duly sworn, did severally declare that she executed said instrument freely and voluntarily, with full knowledge of all the contents thereof and as for the objects and purposed therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

222125

Notary Public

My Commission Expires My Commission expires Apr 22 1991

RECORDED Oct. 3 19 88 2:35 P M
IN BOOK 54 Misc. PAGE 198
FEES $6.00 Mary LeLanKford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mari Riley 198

NOTARY PUBLIC STATE OF COLORADO SHIRLEY DINO

ADDENDUM

Attached hereto and made a part of Agreement dated Sept. 7, 1988 between Mary R. Morgan and Flora A. Morgan, Dan Mordhorst, and Joe Cassody covering escheated funds, minerals, and monies held at oil and gas purchasers covering the following:

All of Section 6 T28N R113W; Sublette County, Wyoming

All of Section 17 T28N R113W of the 6th Principal Meridian; Sublette County, Wyoming

222146

RECORDED Oct. 5 1988 10:30A M
IN BOOK 54 Misc. PAGE 200
FEES $16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jan Riley

IN THE DISTRICT COURT, NINTH JUDICIAL DISTRICT

COUNTY OF SUBLETTE, STATE OF WYOMING

In Probate

Docket No. 1238

FILED

OCT 5 1988

DIANE E. NEAL-SMITHLING
CLERK OF DISTRICT COURT
PINEDALE, WYO.

IN THE MATTER OF THE ESTATE OF)
MARION BIRD PETT,)
)
Deceased.)

DECREE OF FINAL SETTLEMENT AND DISTRIBUTION

Stuart B. Pett and Edward M. Bown, as Personal Representatives of the Last Will and Testament of the Estate of Marion Bird Pett, the above named decedent, having on the 4th day of August, 1988, rendered and filed in the above entitled Court and proceeding a full account and report of their administration of said estate, which account if for final settlement and having made therewith their Petition for Distribution of said estate all duly verified as is required by law and said Account and Report and Petition now coming on regularly to be heard, proof being made to the satisfaction of the Court that due notice thereof has been given to all persons interested in the estate by delivering to them sufficient notice in manner, form and substance provided by law and it appearing to the satisfaction of the Court that all devisees and legatees of said decedent have each received a copy of the Notice of Final Settlement and a copy of the Final Account and Petition as required by law and there being no objections filed or appearances in opposition.

And the court having heard, seen and considered the evidence adduced finds said Final Account and Report is in all things true and correct, that said decedent died testate on or about the 20th day of January, 1985, in Salt Lake County, State of Utah. That said decedent at the time of her death was a resident of Salt Lake County, Utah and left an estate therein and estate in the County of Sublette, State of Wyoming, consisting of real property as hereinafter described. That decedent left a Will bearing date

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ATTORNEYS AT LAW
927 MAIN STREET
P.O. BOX 130
RANSTON, WYOMING
82930
307 789 2310

the 3rd day of February, 1978, and a Codicil thereto, dated September 18, 1979, both of which were duly executed according to the laws of the State of Utah and the State of Wyoming wherein Stuart B. Pett and Edward M. Bown were named Personal Representatives thereof and upon proceeding held in the District Court, Third Judicial District, in and for Salt Lake County, Utah, a Court of probate jurisdiction, said Will and Codicil were duly proved and allowed and duly admitted to probate and became operative by the laws of the State of Utah and said Stuart B. Pett and Edward M. Bown were Personal Representatives thereof to serve without bond. On the 29th day of June, 1987, a duly exemplified copy of said Will and Codicil together with the Petition of Stuart B. Pett and Edward M. Bown for the admission thereof to probate herein was filed in this Court and this Court by Order made herein on the 29th day of June, 1987, admitted said exemplified copy as the Last Will and Testament and codicil thereto of said decedent and appointed the said Stuart B. Pett and Edward M. Bown as Personal Representatives thereof to serve without bond. That thereupon they duly qualified and Letters Testamentary were issued to them on July 6, 1987, and have not been revoked. On the 15th day of July, 1987, said personal representatives issued due notice in manner, form and substance provided by law of the probate of said Will and Codicil in the Pinedale Roundup, a newspaper regularly printed and published weekly and of general circulation in said county for three successive weeks commencing with its issue of July 9, 1987, and due proof of said publication is filed herein. That the time provided by law and limited by said notice for presenting and filing clams has expired and no claims against this estate have been filed or presented. That all costs, charges and expenses of administering said estate including federal estate taxes and inheritance taxes due the State of Wyoming have been paid, and said estate is now ready and in a condition to be closed.

That decedent did not leave a surviving spouse. The following named persons are the distributees of this estate under

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EVANSTON, WYOMING
82930

the terms of her Last Will and Testament:

NAME	ADDRESS	AGE	RELATION-SHIP
Genevieve Bird Voelcker	Little Stonebridge Wadhurst, East Sussex England TN5 6PY	Legal Age	Sister (devisee and legatee)
John B. Voelcker (son of Genevieve	11A Dawson Place London W2, England	Legal Age	Nephew (beneficiary of testamentary trust)
John Arthur Pett	Deceased Legatee		Brother-in-law
Ethelyn Pett (wife of James Arthur Pett, deceased)	1283 East South Temple Salt Lake City, Ut 84102	Legal Age	None (legatee)
Stuart B. Pett	3550 Canyon Way Salt Lake City, Ut 84106	Legal Age	Brother-in-law (Legatee)
Marjorie Pett (wife of Stuart B. Pett)	3550 Canyon Way Salt Lake City, Ut 84106	Legal Age	None (legatee)
Anna Rawlings	1986 South 15th E. Salt Lake City, Ut 84105	Legal Age	None (legatee)
Ruth Ingebretson	1135 Vine Street Salt Lake City, Ut	Legal Age	None (legatee)
Inez Borg	2725 Highland Drive Salt Lake City, Ut 84106	Legal Age	None (legatee)
Charlotte Zelenkov	515 West 59th St. New York City, New York 10019	Legal Age	None (legatee)
Grant Johnson	Deceased Legatee		None
Helen Johnson (wife of Grant Johnson, deceased,)	1426 Wasatch Drive Salt Lake City, Ut 84108	Legal Age	None (legatee)
Oswald J. Voelcker (husband of Genevieve Bird Voelcker	Little Stonebridge Wadhurst, East Sussex England TN5 6PY	Legal Age	Brother-in-law
First Security Bank Utah, N.A.	Trust Department P.O. Box 30007 Salt Lake City, Ut 84130	Corporate Entity	Testamentary Trustee of
Roman Catholic Bishop of Salt Lake City, Utah	27 "C" Street Salt Lake City, Ut 84103	Legal Age	None (Contingent Beneficiary of

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			testamentary trust)
Holy Cross Hospital	1045 E. 100 S. Salt Lake City, Ut 84102	Corporate Entity	None (Contingent Beneficiary of testamentary trust)

That on the 24th day of November the Personal Representatives returned to and filed in this proceeding an inventory and appraisement of the property of said decedent within the State of Wyoming which represented a true Inventory and Appraisement of the estate of said decedent within the State of Wyoming that had come to their knowledge or possession and they have not since that time discovered any other or additional property of said estate within the State of Wyoming. That decedent's estate remaining for distribution within the State of Wyoming consists of the following:

1. A .0100000 ORRI in oil produced from and in the proceeds of the gas sold form or used off the lease or unit known as Texaco, Inc. - Evanston - 010270-A (Lease committed to LaBarge Unit - Tertiary), which lease or unit covers and includes the land, located in Sublette County, Wyoming, described as follows, to-wit:

Township 27 North, Range 113 West, 6th P.M.,
Section 28: NE¼ NW¼, NW¼ NE¼, E½ NE¼
Section 21: SE¼ SW¼, SW¼ SE¼

2. A .0100000 ORRI in oil produced from and in the proceeds of the gas sold from or used off the lease or unit known as Texaco, Inc. - Evanston - 010270-A (Lease committed to LaBarge Unit - Tertiary), which lease or unit covers and includes the land, located in Sublette County, Wyoming, described as follows, to-wit:

Township 27 North, Range 113 West, 6th P.M.
Section 28: E½ NE¼

3. A .0034000 ORRI in oil produced from and in the proceeds of the gas sold from or used off the lease or unit known as Texaco, Inc. - Evanston - 022405 (Lease committed to LaBarge Unit - Tertiary), which lease or unit covers and includes the land, located in Sublette County, Wyoming, described as follows, to-wit:

Township 27 North, Range 113 West, 6th P.M.,
Section 28: E½ SE¼
Section 33: NE¼ NE¼

4. A .0051515 ORRI in oil produced from and in

S & MORTON
RNEYS AT LAW
MAIN STREET
O. BOX 130
TON, WYOMING

the proceeds of the gas sold from or used off the lease or unit known as Federal Wyoming 089657, which lease or unit covers and includes the land, located in Sublette County, Wyoming, described as follows, to-wit:

Township: 27 North, Range 113 West, 6th P.M.,
Section 21: S½ N½, N½ S½, SE¼ SE¼, SW¼ SW¼
Section 28: NW¼ NW¼

5. A .0051515 ORRI in oil produced from and in the proceeds of the gas sold from or used off the lease or unit known as Federal Wyoming 089719 (Gov't. Minton "B"), which lease or unit covers and includes the land, located in Sublette County, Wyoming, described as follows, to-wit:

Township 27 North, Range 113 West, 6th P.M.,
Section 21: SE¼ SW¼, SW¼ SE¼
Section 28: NW¼, NE¼, NE¼ NW¼

6. A .00012713 ORRI in the natural gas (including condensate) produced and sold from wells on the North LaBarge Deep Unit located in Sublette County, Wyoming, and more particularly described as follows:

> Initial Participating Area for the Frontier Formation of the North LaBarge Deep Unit, as approved by the U.S. Geological Survey, effective as of August 1, 1958, and containing 4,279.03 acres of land.

The Court further finds that on the 4th day of September, 1985, Judge Timothy R. Hanson of the Third Judicial District Court in and for Salt Lake County, State of Utah, granted the petition of John B. Voelcker for Order Appointing a Successor Trustee of the Testamentary Trust established under the Last Will and codicil of Marion Bird Pett, deceased, pursuant to which First Interstate Bank of Utah, National Association was appointed successor Trustee of said Trust due to the Renunciation and Declination of Appointment as Testamentary Trustee of said trust filed with said Court by First Security Bank of Utah, National Association;

THE COURT FURTHER FINDS that on or about the 4th day of June, 1986, First Interstate Bank of Utah, National Association, sold, assigned, and conveyed all of its right, title and interest as Trustee of the Testamentary Trust Established under the Last Will and First Codicil of Marion Bird Pett, deceased, in and to the assets to be distributed to it as Trustee and subject to administration in the State of Wyoming, and the proceeds thereof to John B. Voelcker in consideration of the payment of $26,179.60

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P.O. BOX 130
EVANSTON, WYOMING
82930

in cash and marketable securities to it as Trustee.

THE COURT FURTHER FINDS that on the 5th day of October, 1987, Decedent's sister, Genevieve Bird Voelcker, sold, assigned, transferred, conveyed and set over to her son, John B. Voelcker, all of her right, title, and interest in and to any and all of Decedent's estate and property located in the State of Wyoming, whether then known or thereafter discovered, and the property to be distributed to Genevieve Bird Voelcker under Paragraph Fourth of Decedent's Last Will and Testament dated February 3, 1978, and Codicil thereto dated September 18, 1979, should be distributed to John B. Voelcker.

AND THE COURT FURTHER FINDS that the Personal Representatives herein are entitled to a statutory fee of $873.00, and that they employed Harris and Morton attorneys of this Court throughout the administration of this estate and that a reasonable fee for said attorneys is $873.00, together with $177.00 for costs and expenses herein, which has not been paid.

And all and singular the law and evidence being by the Court heard, seen and considered, it is therefore accordingly,

HEREBY ORDERED, ADJUDGED AND DECREED by the Court that said Final Account and Report be, and hereby is, allowed, confirmed and approved and that all acts done by Petitioners in the administration of said estate are hereby approved and confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the rest, residue and remainder of said estate available and remaining for distribution as aforesaid stated be, and the same is hereby distributed, set over and vested as follows:

To John B. Voelcker, as his sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the sum of $873.00, allowed by law to the Personal Representatives together with the sum of $873.00 fees and $177.00 costs to their attorneys, be and the same is, hereby allowed, authorized and directed to be paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that upon

filing herein receipts showing delivery over of such property to the persons entitled thereto and the payment of fees due to the Personal Representatives and their attorneys, the administration of said estate be brought to a close and ended and the Personal Representatives be discharged from all further duties therein as such.

DONE BY THE COURT this 4 day of OCT, 1988.

Robert K. Rankin
DISTRICT JUDGE

THE STATE OF WYOMING

COUNTY OF SUBLETTE

I, DIANE E. NEAL-SMITHLING, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND IN THE STATE AFORESAID, DO HEREBY CERTIFY THE FOREGOING TO BE FULL, TRUE AND COMPLETE COPY.

SIGNED Cathy Caton, Deputy

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EVANSTON, WYOMING
82930
307 789 2210

°-15.8'W, 250.52 feet along the south line of the tract in Book 25
;
0°-00.3'E, 272.65 feet along the west line of the tract in Book 25
;
0°-09.5'W, 307.18 feet along the west line of that tract of record
of Deeds on page 492 to a point;
9°-40.9'W, 22.95 feet along the south line of that tract of record
Office in Book 4 of Deeds on page 14 to a point;
0°-02.0'W, 58.00 feet along the west line of said tract of record
n page 14 to a point;
°-58.0'E, 100.00 feet along the north line of said tract of record
n page 14 to a point;
0°-02'W, 200.00 feet along the west line to that tract of record in
fice in Book 4 of Deeds on page 243;
°-58.0'E, 150.00 feet along the north line of said tract of record
f Deeds on page 243 to a point;
ntinuing N89°-58.0'E, 64.00 feet along the north line of those
ecord in the said Office in Book 4 of Deeds on page 14 and in Book
on page 363 to a point;
°-02.0'W, 327.05 feet along the west line of that tract of record
d Office in Book 20 of Deeds on page 353 to the POINT OF BEGIN-

herefrom the following described lands:
of the said Lot 4 described as follows:
at the northeast corner of that tract of record in the said Office
of Deeds on page 435, S51°-14.1'E, 936.14 feet from the northwest
said Lot 4;
0°-33.5'W, 339.69 feet along an existing fence line to a fence

6°-46.1'W, 49.80 feet along an existing fence to a fence corner;
ntinuing N86°-46.1'W, 24.22 feet to a point;
0°-26.7'E, 16.02 feet to a fence corner;
ontinuing N00°-26.7'E, 319.41 feet along an existing fence to a
er;
89°-56.1'E, 74.61 feet along an existing fence line to the CORNER
NG;
NG an area of 27.51 acres, more or less;
earing for this survey is north one-half of [illegible] line of said
as N00°-02'W;
marked as shown upon the plat.

Paul A. Ritchie
No 164
Professional Land Surveyor
Registration No. 164

ing instrument was acknowledged before me this [illegible] day of July,
Witness my hand and official seal.

DIANNE DAVISON
Notary Public
Sublette County, Wyoming
My Commission Expires 21 May 1989

Dianne Davison
Notary Public

222148

RECORDED Oct. 5 AT 8:00 A.M.
IN BOOK 54 Misc. PAGE 207
FEES $ N/C Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Kirby

DANIEL SECOND PLAT

BEING PART OF

NW1/4 SECTION 2

T33N R111W

SUBLETTE COUNTY, WYOMING

Sheet 1 of 2

[redacted] AFFIDAVIT C[redacted]FACE INSPECTION [redacted]

STATE OF WYOMING)
)ss
COUNTY OF SUBLETTE)

WARREN E. SORENSEN, of lawful age being first duly sworn on oath deposes and says that I am the CONSTRUCTION FOREMAN, and that on the 14th day of JULY, 1988, accompanied by SURVEYOR S HERBEL Ltd, (BOB PRIDDIS), SURVEYOR
(NAME) (POSITION)
I personally inspect the following described lands situated in SUBLETTE County, WYOMING, to wit:

~~[redacted]~~

TOWNSHIP 28 NORTH, RANGE 113 WEST
SECTION 23, LOT 1 and LOT 2

222177

RECORDED Oct. 6 19 88 11:20 A M
IN BOOK 54 Misc. PAGE 208
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

together with all lands laying within one-half mile of the boundary thereof, and that during such inspection I found no indication on any of such lands of:

1. Boundary of location monuments that are or could have been used in locating a placer or lode mining claim.

2. Mining operation or evidence thereof, such as shafts, diggings, core holes or other operations or indications of the performance of assessement work thereon.

3. Drilling wells or wells have been drilled for the purpose of producing any mineral.

4. Rights of way for railroads, pipelines, ditches, canals, reservoirs, buildings, roads, electric lines, telephone lines, or other easements or other improvements thereon, except the following:

1. NONE.
2. NONE.
3. WELLS WITHIN ONE HALF-MILE RADIUS: C-1, 11, 11A, 19, 47, 77 AND BNG 111.
4. POWER LINE 260' FROM LOCATION, NORTHWEST PIPELINE 150' FROM LOCATION AND AN HISTORIC SITE (RANCH HOUSE/HOMESTEAD) APPROXIMATELY 50' SOUTHWEST OF LOCATION.

Further affiant sayeth not

Warren E. Sorenser

SUBSCRIBED and sworn to before me this 27TH day of SEPTEMBER, 19 88.

Georgia Costello
NOTARY PUBLIC

MY COMMISSION EXPIRES:

JANUARY 23, 1989

GEORGIA COSTELLO NOTARY PUBLIC COMMISSION EXPIRES JANUARY 23, 1989 SUBLETTE COUNTY, WYOMING

(038OK)

POWER LINE 260' FROM LOC.

NWPL 150' FROM LOCATION

Building Road

Dry Creek

Piney

Gas Wells

Little Mesa

Yose Canyon

Mapped, edited, and published by the Geological Survey

Control by USGS and USC&GS

Topography by photogrammetric methods from aerial photographs taken 1968. Field checked 1969

Polyconic projection. 1927 North American datum
10,000-foot grid based on Wyoming coordinate system west zone
1000-meter Universal Transverse Mercator grid ticks, zone 12, shown in blue

Fence red dashed lines indicate selected fence lines

CONTOUR INTERVAL 40 FEET

THIS MAP COMPLIES WITH
FOR SALE BY U.S. GEOLOGICAL SURVEY
A FOLDER DESCRIBING TOPOGRA

211

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

THIS AGREEMENT, Made and entered into this 19th day of August 19 84, by and between VICTOR D. FULK, a married man dealing in his sole and separate property,

of Pinedale, Sublette County, State of Wyoming, of the first part, and FRANK DISKO, a single man,

of Box 1306, Jackson, Teton County, State of Wyoming, of the second part,

WITNESSETH, That the party of the first part, for and in consideration of the sum of ($ 300.00 Three Hundred and N0/100 ——————) 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 part of the second part by a good and sufficient Warranty Deed, subject, however, to prorated of the taxes of A. D. 1984 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: Lot Sixty-Six (66), Big Country Ranches Fourth Filing, Sublette County, Wyoming, 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, 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; prior mineral reservations of record; and, SUBJECT TO: Restrictions Governing Big Country Ranches Fourth Filing, as filed in the office of the County Clerk on 10/3/78, Book 34 of Miscellaneous, page 165. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

SOLD FOR Eighteen Thousand and N0/100 ——————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 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: $300.00 down; Balance of $17,700.00 payable in 120 equal monthly payments of $224.22 which include interest at the rate of 9% per annum; first said payment due 10/1/84 and on the 1st day of each month thereafter until paid in full

222245

RECORDED Oct 12 1988 8:40 AM
IN BOOK 54 Misc. PAGE 211
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Riley

Pinedale

Payable at the office of First National Bank of / 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 of two or more principal payments on any payment date and thus reduce interest is hereby granted by party of the first part. Paying more than one payment will not change the due date or amount of the next payment due.

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 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 insurable 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

Frank Disko
FRANK DISKO

State of WYOMING
County of ——— } ss.

The foregoing instrument was acknowledged before me by FRANK DISKO,

this 4th day of September, 1984

Witness my hand and official seal.

Diane E. Neal
Notary Public
County of Sublette
State of Wyoming
My Commission Expires: June 17, 1985

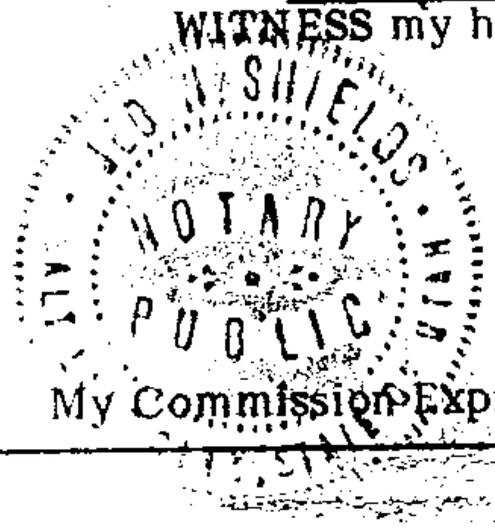
Diane E. Neal
Signature
Notary Public
Title of Officer

My Commission Expires

STATE OF UTAH)
) ss.
COUNTY OF)

The foregoing AGREEMENT FOR DEED was acknowledged before me by VICTOR D. FULK this 7th day of September, 1984.

WITNESS my hand and official seal.



Notary Public
Salt Lake City, Utah

My Commission Expires: Nov. 3, 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

JOHN S. MACKEY
ATTORNEY AT LAW
P.O. BOX 671
PINEDALE, WYOMING 82941

213

A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

HERBERT D. MOLYNEUX being first duly sworn upon his oath, according to law, deposes and says:

1-

That he is a resident of the Town of Toquerville, State of Utah, and is an adult person;

2-

That this affidavit is made pursuant to the provisions of Section 2-9-102, Wyoming Statutes, 1977, July 1980 Supplement, and concerns the following described real estate and premises situate in the County of Sublette and State of Wyoming, to-wit:

> The East 119 feet of the West 194 feet of South 300 feet of SE/4 SE/4, Section 33, Township 34 North, Range 109 West of the 6th P.M., Wyoming, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;

3-

That by warranty deed dated the 27th day of May, 1966, filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming, on the 2nd day of June, 1967, and recorded in Book 13 of the Deed Records of said office at page 361, the above described real estate and premises were conveyed by C. C. FELTNER and ANGELINE FELTNER, husband and wife, grantors, of the Town of Pinedale, County of Sublette, and State of Wyoming, unto HERBERT D. MOLYNEUX and

222247

RECORDED Oct. 12 1988 2:00 P M
IN BOOK 54 Misc PAGE 213
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Mona Riley

ERICA S. MOLYNEUX, husband and wife, grantees, of the Town of Pinedale, County of Sublette, and State of Wyoming;

4-

That the grantees named in the aforesaid warranty deed, HERBERT D. MOLYNEUX and ERICA S. MOLYNEUX, were husband and wife at the time of said conveyance and the real estate so conveyed did vest in them, the said HERBERT D. MOLYNEUX and ERICA S. MOLYNEUX, husband and wife, as tenants by the entirety;

5-

That the aforesaid ERICA S. MOLYNEUX is deceased and that said ERICA S. MOLYNEUX died on the 27th day of September, 1987, in the Elko General Hospital in the City of Elko and State of Nevada;

6-

That all interest of the aforesaid ERICA S. MOLYNEUX in and to the above described real estate and premises did upon her death and at the time of her death terminate, by operation of law, and this affiant did, by operation of law, at the time of death of ERICA S. MOLYNEUX become the sole owner of the above described real estate and premises and is on the date hereof the sole owner of the above described real estate and premises;

7-

That attached hereto is a copy of the official death certificate of ERICA ELISA MOLYNEUX certified by the public authority wherein such original death certificate is a matter of record and that said ERICA ELISA MOLYNEUX who

is named in said death certificate is one and the same person as ERICA S. MOLYNEUX named in the aforesaid warranty deed as a grantee with HERBERT D. MOLYNEUX, this affiant;

8-

That this affiant is one and the same person as HERBERT D. MOLYNEUX, grantee with ERICA S. MOLYNEUX in the aforementioned warranty deed.

Herbert D. Molyneux
HERBERT D. MOLYNEUX

Subscribed and sworn to before me by HERBERT D. MOLYNEUX this 12th day of October, 1988.

FAYE HAMMONS - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Nov. 22, 1991

faye Hammons
Notary Public

My commission expires: 11/22/1991

STATE OF NEVADA

DEPARTMENT OF HUMAN RESOURCES
DIVISION OF HEALTH
VITAL STATISTICS

STATE OF NEVADA — DEPARTMENT OF HUMAN RESOURCES
DIVISION OF HEALTH — SECTION OF VITAL STATISTICS
CERTIFICATE OF DEATH

19040 (120)

87-006080

LOCAL FILE NUMBER

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK

DECEDENT

DECEASED—NAME First	Middle	Last	DATE OF DEATH (Month, Day, Year)	COUNTY OF DEATH
1. Erica	Elisa	MOLYNEUX	2. September 27, 1987	3a. Elko

CITY, TOWN, OR LOCATION OF DEATH	HOSPITAL OR OTHER INSTITUTION—Name (If not either, give street and number)	INSIDE CITY LIMITS (Specify Yes or No)	If Hosp. or Inst. indicate DOA, OP/Emer. Rm, Inpatient (Specify)
3b. Elko	3c. Elko General Hospital	3d. Yes	3e. DOA 3

RACE—(e.g., White, Black, American Indian, etc) (Specify)	ETHNIC	AGE—Last Birthday (Years)	UNDER 1 YEAR MOS : DAYS	UNDER 1 DAY HOURS : MINS	DATE OF BIRTH (Mo., Day, Yr.)	SEX
4a. White	4b.	5a. 65	5b. :	5c. :	6. April 7, 1922	7. Female

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

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. Germany	9. USA	10. Married	11. Herbert D. Molyneux	12. No

SOCIAL SECURITY NUMBER	USUAL OCCUPATION (Give Kind of Work Done During Most of Working Life, Even if Retired) 914	KIND OF BUSINESS OR INDUSTRY 961
13. 529-12-4763	14a. Homemaker	14b. Own Home

RESIDENCE—STATE	COUNTY 45 727	CITY, TOWN, OR LOCATION	STREET AND NUMBER	INSIDE CITY LIMITS (Specify Yes or No)
15a. Utah	15b. Washington	15c. Toquerville	15d. 596 S. Westfield Rd	15e.

PARENTS

FATHER—NAME First	Middle	Last	MOTHER—MAIDEN NAME First	Middle	Last
16. Erich	August	Stolla	17. Anna		Voss

INFORMANT—NAME (Type or Print)	MAILING ADDRESS (Street or R.F.D. No., City or Town, State, Zip)
18a. Herbert D. Molyneux	18b. P.O. Box 57 Toquerville, Utah 84774

DISPOSITION

BURIAL, CREMATION, REMOVAL, OTHER (Specify)	CEMETERY OR CREMATORY—NAME	LOCATION City or Town	State
19a. Removal/Burial	19b. Toquerville Cemetery	19c. Toquerville	Utah

FUNERAL DIRECTOR—SIGNATURE (Or Person Acting as Such)	NAME AND ADDRESS OF FACILITY
20a. R. Scott Burns	20b. Burns Funeral Home, Inc. P.O.Box 689 Elko, Nevada 89801

07

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN

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)

DATE SIGNED (Mo., Day, Yr.)	HOUR OF DEATH
21b.	21c.

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

21d.

To be completed by Coroner's Office

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) William Z. Webb

DATE SIGNED (Mo., Day, Yr.)	HOUR OF DEATH
22b. 9-28-87	22c. 21:06
PRONOUNCED DEAD (Mo., Day, Yr.)	PRONOUNCED DEAD (Hour)
22d. ON 9-27-87	22e. AT 21:06

NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, MEDICAL EXAMINER OR CORONER) (Type or Print)

23. William Z. Webb, Ex-Officio Coroner Elko County, Nev. 89801

REGISTRAR	DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)	DEATH DUE TO COMMUNICABLE DISEASE
24a. (Signature) H.C. Owen M.D.	24b. Oct 1-87	24c. YES ☐ NO ☑

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) Heart Attack — Interval between onset and death: seconds

DUE TO, OR AS A CONSEQUENCE OF:

(b) — Interval between onset and death:

H10X

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)

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.	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.		

№71789 S/O

VITAL RECORDS

This is to certify that the above is a true and correct copy of the certificate on file in this office.

By: William Copy

Date Issued: SEP 29 1988

Deputy Registrar

WARNING: IT IS ILLEGAL TO ALTER OR COPY THIS DOCUMENT.

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A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

HERBERT D. MOLYNEUX being first duly sworn upon his oath, according to law, deposes and says:

1-

That he is a resident of the Town of Toquerville, State of Utah, and is an adult person;

2-

That this affidavit is made pursuant to the provisions of Section 2-9-102, Wyoming Statutes, 1977, July 1980 Supplement, and concerns the following described real estate and premises situate in the County of Sublette and State of Wyoming, to-wit:

> The west 75 feet of the south 300 feet of the SE/4 SE/4, Section 33, Township 34 North, Range 109 West of the 6th P.M., Wyoming, Sublette County, Wyoming,
>
> together with all improvements and appurtenances thereunto appertaining;

3-

That by warranty deed dated the 27th day of May, 1966, filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming, on the 1st day of June, 1966, and recorded in Book 13 of the Deed Records of said office at page 109, the above described real estate and premises were conveyed by C. C. FELTNER and ANGELINE FELTNER, husband and wife, grantors, of the Town of Pinedale, County of Sublette, and State of Wyoming, unto HERBERT D. MOLYNEUX and

222248

RECORDED Oct. 12 1988 2:46 P M
IN BOOK 54 Misc. PAGE 217
FEES $ 10.00 Mary L. Lockford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

ERICA S. MOLYNEUX, husband and wife, grantees, of the Town of Pinedale, County of Sublette, and State of Wyoming;

4-

That the grantees named in the aforesaid warranty deed, HERBERT D. MOLYNEUX and ERICA S. MOLYNEUX, were husband and wife at the time of said conveyance and the real estate so conveyed did vest in them, the said HERBERT D. MOLYNEUX and ERICA S. MOLYNEUX, husband and wife, as tenants by the entirety;

5-

That the aforesaid ERICA S. MOLYNEUX is deceased and that said ERICA S. MOLYNEUX died on the 27th day of September, 1987, in the Elko General Hospital in the City of Elko and State of Nevada;

6-

That all interest of the aforesaid ERICA S. MOLYNEUX in and to the above described real estate and premises did upon her death and at the time of her death terminate, by operation of law, and this affiant did, by operation of law, at the time of death of ERICA S. MOLYNEUX become the sole owner of the above described real estate and premises and is on the date hereof the sole owner of the above described real estate and premises;

7-

That attached hereto is a copy of the official death certificate of ERICA ELISA MOLYNEUX certified by the public authority wherein such original death certificate is a matter of record and that said ERICA ELISA MOLYNEUX who

is named in said death certificate is one and the same person as ERICA S. MOLYNEUX named in the aforesaid warranty deed as a grantee with HERBERT D. MOLYNEUX, this affiant;

8-

That this affiant is one and the same person as HERBERT D. MOLYNEUX, grantee with ERICA S. MOLYNEUX in the aforementioned warranty deed.

Herbert D. Molyneux
HERBERT D. MOLYNEUX

Subscribed and sworn to before me by HERBERT D. MOLYNEUX this 12th day of October, 1988.

FAYE HAMMONS - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Nov. 22, 1991

Faye Hammons
Notary Public

My commission expires: 11/22/1991

STATE OF NEVADA

DEPARTMENT OF HUMAN RESOURCES
DIVISION OF HEALTH
VITAL STATISTICS

STATE OF NEVADA — DEPARTMENT OF HUMAN RESOURCES
DIVISION OF HEALTH — SECTION OF VITAL STATISTICS
CERTIFICATE OF DEATH

19040 (120)

87-006080

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK

LOCAL FILE NUMBER

DECEDENT

DECEASED—NAME: 1. First: Erica Middle: Elisa Last: MOLYNEUX

2. DATE OF DEATH (Month, Day, Year): September 27, 1987

3a. COUNTY OF DEATH: Elko

3b. CITY, TOWN, OR LOCATION OF DEATH: Elko

3c. HOSPITAL OR OTHER INSTITUTION—Name (If not either, give street and number): Elko General Hospital

3d. INSIDE CITY LIMITS (Specify Yes or No): Yes

3e. If Hosp. or Inst. indicate DOA, OP/Emer. Rm, Inpatient (Specify): DOA 3

4a. RACE—(e.g., White, Black, American Indian, etc) (Specify): White

4b. ETHNIC:

5a. AGE—Last Birthday (Years): 65

5b. UNDER 1 YEAR MOS : DAYS :

5c. UNDER 1 DAY HOURS : MINS :

6. DATE OF BIRTH (Mo., Day, Yr.): April 7, 1922

7. SEX: Female

8. STATE OF BIRTH (If not U.S.A., name country): Germany

9. CITIZEN OF WHAT COUNTRY: USA

10. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): Married

11. SURVIVING SPOUSE (If wife, give maiden name): Herbert D. Molyneux

12. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify Yes or No): No

13. SOCIAL SECURITY NUMBER: 529-12-4763

14a. USUAL OCCUPATION (Give Kind of Work Done During Most of Working Life, Even if Retired): Homemaker 9/14

14b. KIND OF BUSINESS OR INDUSTRY: Own Home 961

15a. RESIDENCE—STATE: Utah

15b. COUNTY: Washington 45 727

15c. CITY, TOWN, OR LOCATION: Toquerville

15d. STREET AND NUMBER: 596 S. Westfield Rd

15e. INSIDE CITY LIMITS (Specify Yes or No):

If death occurred in institution see handbook regarding completion of residence items

PARENTS

FATHER—NAME: 16. First: Erich Middle: August Last: Stolla

MOTHER—MAIDEN NAME: 17. First: Anna Middle: Last: Voss

INFORMANT—NAME (Type or Print): 18a. Herbert D. Molyneux

MAILING ADDRESS (Street or R.F.D. No., City or Town, State, Zip): 18b. P.O. Box 57 Toquerville, Utah 84774

DISPOSITION

BURIAL, CREMATION, REMOVAL, OTHER (Specify): 19a. Removal/Burial

CEMETERY OR CREMATORY—NAME: 19b. Toquerville Cemetery

LOCATION City or Town State: 19c. Toquerville Utah

FUNERAL DIRECTOR—SIGNATURE (Or Person Acting as Such): 20a. R. Scott Burns

NAME AND ADDRESS OF FACILITY: 20b. Burns Funeral Home, Inc. P.O.Box 689 Elko, Nevada 89801 07

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN

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):

DATE SIGNED (Mo., Day, Yr.): 21b.

HOUR OF DEATH: 21c.

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

To be completed by Coroner's Office

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): William Z. Webb

DATE SIGNED (Mo., Day, Yr.): 22b. 9-28-87

HOUR OF DEATH: 22c. 21:06

PRONOUNCED DEAD (Mo., Day, Yr.): 22d. ON 9-27-87

PRONOUNCED DEAD (Hour): 22e. AT 21:06

NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, MEDICAL EXAMINER OR CORONER) (Type or Print): 23. William Z. Webb, Ex-Officio Coroner Elko County, Nev. 89801

REGISTRAR: 24a. (Signature) H. G. Owen M.D

DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): 24b. Oct 1-87

DEATH DUE TO COMMUNICABLE DISEASE: 24c. YES ☐ NO ☑

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) Heart Attack — Interval between onset and death: seconds

DUE TO, OR AS A CONSEQUENCE OF:

410X (b) — Interval between onset and death:

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 1 (a)

AUTOPSY (Specify Yes or No): 26. no

WAS CASE REFERRED TO CORONER (Specify Yes or No): 27. yes

ACC., SUICIDE, HOM., UNDET., OR PENDING INVEST. (Specify): 28a.

DATE OF INJURY (Mo., Day, Yr.): 28b.

HOUR OF INJURY: 28c. M

DESCRIBE HOW INJURY occurred: 28d.

INJURY AT WORK (Specify Yes or No): 28e.

PLACE OF INJURY—At home, farm, street, factory, office building, etc. (Specify): 28f.

LOCATION. STREET OR R.F.D. No. CITY OR TOWN STATE: 28g.

No 71789 S/O

VITAL RECORDS

This is to certify that the above is a true and correct copy of the certificate on file in this office.

By: Willing Copley

Deputy Registrar

Date Issued: SEP 29 1988

WARNING: IT IS ILLEGAL TO ALTER OR COPY THIS DOCUMENT

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MEMORANDUM OF SALE

TO WHOM IT MAY CONCERN:

Please take notice that W. TOM DAVIS and PATRICIA C. DAVIS, husband and wife, of Afton, Lincoln County, Wyoming, as SELLER, and GEORGE R. FERRELL and SHERRL C. FERRELL, husband and wife, of 4366 Millburn Avenue, Stow, Ohio 44224 an undivided one-half interest, and DONALD D. FERRELL, a single man of 6560 Indian Wells Drive, Casper, Wyoming 82604, an undivided one-half interest, as BUYER, have delivered to the Star Valley State Bank of Afton, Wyoming as Escrow Agent of the parties, a Real Estate Sales Agreement dated the 1st day of October, 1988, 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 2 of Sheet 7 of the Hoback Ranches Subdivision as platted and filed in the Office of the Sublette County Clerk, Pinedale, Wyoming, being 20 acres, more or less.
>
> Subject to all easements and reservations of sight and record.
>
> Subject to the Protective Covenants recorded on May 4, 1976 in Book 31 of Miscellaneous, Page 637 in the Office of the County Clerk and Ex-Officio Register of Deeds 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: October 1, 1988

R22273

RECORDED Oct. 14 1988 9:30 A M
IN BOOK 54 Misc. PAGE 221
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

W. TOM DAVIS

PATRICIA C. DAVIS

GEORGE R. FERRELL

SHERRL C. FERRELL

DONALD D. FERRELL

STATE OF WYOMING)
) SS
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by W. TOM DAVIS and PATRICIA C. DAVIS, husband and wife, this 4th day of October, 1988. Witness my hand and official seal.

NOTARY PUBLIC

My commission expires: March 8 1989

STATE OF)
) SS
COUNTY OF Summit)

The foregoing instrument was acknowledged before me by GEORGE R. FERRELL and SHERRL C. FERRELL, husband and wife, this 23rd day of September, 1988. Witness my hand and official seal.

NOTARY PUBLIC

My commission expires: June 30, 1993

STATE OF Wyoming)
) SS
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by DONALD D. FERRELL, a single man, this 27th day of September, 1988. Witness my hand and official seal.

(S E A L)

NOTARY PUBLIC

My commission expires: June 25, 1992

State of Delaware

Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF INCORPORATION OF ITR PETROLEUM, INC. FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF JULY, A.D. 1987, AT 9:01 O'CLOCK A.M.

222284

RECORDED Oct. 17 1988 11:00 A M
IN BOOK 54 Misc. PAGE 223
FEES $16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

DEPARTMENT OF STATE
OFFICE OF THE SECRETARY OF STATE
1835 1793 1970
DELAWARE

8882790O3

Michael Harkins, Secretary of State

AUTHENTICATION: 1883529

DATE: 10/06/1988

RESTATED CERTIFICATE OF INCORPORATION

OF
ITR PETROLEUM, INC.

ITR Petroleum, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

I.

The Certificate of Incorporation of the corporation was filed with the Secretary of State of the State of Delaware on March 2, 1987.

II.

This Restated Certificate of Incorporation and the amendments contained herein were proposed by the board of directors and adopted by the stockholders of the corporation in accordance with and pursuant to Sections 242 & 245 of the General Corporation Law of the State of Delaware.

III.

The text of the Certificate of Incorporation of the corporation is hereby restated and amended to read in its entirety as follows:

Article I

The name of the corporation is GENERAL ATLANTIC ENERGY CORPORATION.

Article II

The address of the corporation's registered office in the State of Delaware is 1209 Orange Street, New Castle County, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

Article III

The purpose for which the corporation is organized is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

Article IV

The total number of shares which the corporation shall have authority to issue is 250,000,000 shares of Common Stock, $.01 par value per share.

Article V

The governing board of the corporation shall be known as the board of directors, and the number of directors comprising the same shall be not less than three.

Article VI

The board of directors of the corporation is expressly authorized to make, alter or repeal bylaws of the corporation, but the stockholders may make additional bylaws and may alter or repeal any bylaws whether adopted by them or otherwise.

Article VII

No director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; provided, however, that the foregoing clause shall not apply to any liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit. This Article shall not eliminate or limit the personal liability of a director for any act or omission occurring prior to the date this Article becomes effective.

Article VIII

8.1 The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination

of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendre or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

8.2 The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

8.3 To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 8.1 and 8.2 of this Article, or in defense of any claim, issue or matter therein, the corporation shall indemnify such director, officer, employee or agent against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

8.4 Any indemnification under Sections 8.1 and 8.2 of this Article (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 8.1 and 8.2 of this Article. Such determination shall be made (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

8.5 Expenses incurred by an officer or director in defending a civil or criminal action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation as authorized in this Article. Such expenses incurred by other employees and agents shall be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

8.6 The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

8.7 The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the General Corporation Law of the State of Delaware or this Article.

8.8 For purposes of this Article, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the corporation" shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this section.

8.9 The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Article IX

Whenever a compromise or arrangement is proposed between the corporation and its creditors or any class of them and/or between the corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the corporation under the provisions of section 291 of the General Corporation Law of the State of Delaware or on the application of trustees in dissolution or of any receiver or receivers appointed for the corporation under the provisions of section 279 of the General Corporation Law of the State of Delaware order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, to be summoned in such manner as the court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the corporation as a consequence of such compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all of the stockholders or class of stockholders, of the corporation, as the case may be, and also on the corporation.

Article X

The corporation is to have perpetual existence.

IN WITNESS WHEREOF, the undersigned have executed this Restated Certificate of Incorporation on July 31, 1987.

ITR PETROLEUM, INC.

By: _____
Alex M. Cranberg, President

ATTEST:

_____
Jean Moffett,
Assistant Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BE IT REMEMBERED, that on this 31st day of July, 1987, personally appeared before me, a notary public in and for the State of Texas, Alex M. Cranberg and Jean Moffett, who being duly sworn, acknowledged that they are the persons who signed the foregoing Restated Certificate of Incorporation, and that the facts therein stated are true.

BARBARA S. BELL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
SEPT. 15, 1990

Barbara L Bell
Notary Public in and for
the State of Texas

My Commission Expires:

Printed Name of Notary Public

WDR9/05/kmc

State of Delaware

Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF RESTATED CERTIFICATE OF INCORPORATION OF GENERAL ATLANTIC ENERGY CORPORATION FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF JULY, A.D. 1987, AT 9:01 O'CLOCK A.M.

222285

RECORDED Oct. 17 1988 11:00 A M
IN BOOK 54 Misc. PAGE 230
FEES $16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

DEPARTMENT OF STATE
OFFICE OF THE SECRETARY OF STATE
1845 1793 1920
DELAWARE

888279003

Michael Harkins, Secretary of State

AUTHENTICATION: 1883401

DATE: 10/06/1988

RESTATED CERTIFICATE OF INCORPORATION

OF
GENERAL ATLANTIC ENERGY CORPORATION

General Atlantic Energy Corporation, a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

I.

The name of the corporation at the time of its formation was Wolf Oil Company, but was subsequently changed to General Atlantic Energy Corporation. The original Certificate of Incorporation of the corporation was filed with the Secretary of State of the State of Delaware on December 31, 1980. A Restated Certificate of Incorporation of the corporation was filed with the Secretary of State of the State of Delaware on June 30, 1981 and September 23, 1981.

II.

This Restated Certificate of Incorporation and the amendments contained herein were proposed by the board of directors and adopted by the stockholders of the corporation in accordance with and pursuant to Sections 242 & 245 of the General Corporation Law of the State of Delaware.

III.

The text of the Certificate of Incorporation of the corporation as heretofore amended, restated or supplemented is hereby further restated and amended to read in its entirety as follows:

Article I

The name of the corporation is GENERAL ATLANTIC ROCKIES PRODUCTION CO.

Article II

The address of the corporation's registered office in the State of Delaware is 1209 Orange Street, New Castle County, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

Article III

The purpose for which the corporation is organized is to engage in any lawful act or activity for which corporations may

be organized under the General Corporation Law of the State of Delaware.

Article IV

The total number of shares which the corporation shall have authority to issue is 1,000 shares of Common Stock, $1.00 par value per share.

Article V

The governing board of the corporation shall be known as the board of directors, and the number of directors comprising the same shall be not less than three.

Article VI

The board of directors of the corporation is expressly authorized to make, alter or repeal bylaws of the corporation, but the stockholders may make additional bylaws and may alter or repeal any bylaws whether adopted by them or otherwise.

Article VII

No director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; provided, however, that the foregoing clause shall not apply to any liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit. This Article shall not eliminate or limit the personal liability of a director for any act or omission occurring prior to the date this Article becomes effective.

Article VIII

8.1 The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be

in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendre or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

8.2 The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

8.3 To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 8.1 and 8.2 of this Article, or in defense of any claim, issue or matter therein, the corporation shall indemnify such director, officer, employee or agent against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

8.4 Any indemnification under Sections 8.1 and 8.2 of this Article (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 8.1 and 8.2 of this Article. Such determination shall be made (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if

obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

8.5 Expenses incurred by an officer or director in defending a civil or criminal action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation as authorized in this Article. Such expenses incurred by other employees and agents shall be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

8.6 The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

8.7 The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the General Corporation Law of the State of Delaware or this Article.

8.8 For purposes of this Article, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the corporation" shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this section.

8.9 The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director, officer, employee or

agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Article IX

Whenever a compromise or arrangement is proposed between the corporation and its creditors or any class of them and/or between the corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the corporation under the provisions of section 291 of the General Corporation Law of the State of Delaware or on the application of trustees in dissolution or of any receiver or receivers appointed for the corporation under the provisions of section 279 of the General Corporation Law of the State of Delaware order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, to be summoned in such manner as the court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the corporation as a consequence of such compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all of the stockholders or class of stockholders, of the corporation, as the case may be, and also on the corporation.

Article X

The corporation is to have perpetual existence.

IN WITNESS WHEREOF, the undersigned have executed this Restated Certificate of Incorporation on July 31, 1987.

GENERAL ATLANTIC ENERGY CORPORATION

By: _____
Donald D. Wolf, President

ATTEST:

_____
Asst. Secretary

STATE OF COLORADO §
§
COUNTY OF DENVER §

BE IT REMEMBERED, that on July 31, 1987, personally appeared before me, a notary public in and for the State of Colorado, Donald D. Wolf and C. Gregg Petersmeyer, who being duly sworn, acknowledged that they are the persons who signed the foregoing Restated Certificate of Incorporation, and that the facts therein stated are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31st day of July, 1987.

Janet L. Otterstrom
Notary Public in and for
the State of Coloardo

My Commission Expires:
12/23/89

JANET L. OTTERSTROM
Printed Name of Notary Public

WDR8/74/kmc

237

AGREEMENT FOR WARRANTY DEED—FORM NO. 14

THE MILLS COMPANY, SHERIDAN

THIS AGREEMENT, Made and entered into this 8th day of June 19 81, by and between VICTOR D. FULK, a single man,

of Pinedale, Sublette County, State of Wyoming, of the first part, and KEVIN B. QUITBERG and SCOTT A. CHRISTENSEN, as tenants in common of an undivided 1/2 interest each,

of Provo 84601, Utah County, State of Utah, of the second part,

WITNESSETH, That the party of the first part, for and in consideration of the sum of ($ 923.39) Nine Hundred Twenty-three and 39/100 - - - - - - - - - - - - - - - - - - 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 10/12 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 89, Big Country Ranches Fourth 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, 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 Miscellaneous, page 534. 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 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:

$923.39 down; balance of $13,076.61 payable in 120 monthly payments of $165.67 which include interest at the rate of 9% per annum, first said payment due 7/1/81 and on the 1st day of each month thereafter until paid in full.

0222298

RECORDED Oct. 17 1988 1:22 PM
IN BOOK 54 Misc PAGE 237
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: marie Riley

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 ____ 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 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.

Victor D. Fulk

Kevin B. Quitberg

Scott A. Christensen

State of Wyoming
County of Sublette } ss.

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

this 15th day of July, 1981.

Witness my hand and official seal.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My commission expires April 22,1932

Donna E Sievers
Signature
Notary Public
Title of Officer

My Commission Expires: 4/22/82

STATE OF Utah }
COUNTY OF Utah } ss.

The foregoing instrument was acknowledged before me by KEVIN B. QUITBERG and SCOTT A. CHRISTENSEN this 16th day of June, 1981.

Witness my hand and official seal.

Lola N Stone
Notary Public

My commission expires: 7-17-82

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

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 16th day of September, 1988, between DUCE PIAIA and MARY ANN PIAIA, husband and wife, as Sellers, and JOHN D. MARKLE and MARY JANE MARKLE, as Buyers. The Sellers did agree to sell and the Buyers did agree to buy a certain tract of real property described as follows, to-wit:

Tract Three (3), Redstone Upper Green River Subdivision, Sublette County, Wyoming as the same appears on the official map or plat thereof as 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 the U.S. patents or of record and to easements and rights-of-way of record or in use; and, to prior mineral reservations of record.
SUBJECT TO Protective Covenants filed February 27, 1973 in Book 28 of Miscellaneous, page 554 and as amended on May 11, 1973 in Book 28 of Miscellaneous, page 663 in the office of the County Clerk for Sublette County, Wyoming;

NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
NO PROPOSED DOMESTIC WATER SOURCE.
NO PROPOSED PUBLIC MAINTENANCE OF STREETS OR ROADS.

Buyers' address for tax purposes is P.O. Box 289, Huntsville, UT 84317.

There are many other covenants in the original Agreement For Deed of which each party has a copy.

DATED this 10th day of September, 1988.

SELLERS:

Duce Piaia
DUCE PIAIA

Mary Ann Piaia
MARY ANN PIAIA

BUYERS:

J D Markle
JOHN D. MARKLE

Mary Jane Markle
MARY JANE MARKLE

0222300

RECORDED Oct. 17 1988 2:00 PM
IN BOOK 54 Misc. PAGE 239
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing **Memorandum of Agreement** was acknowledged before me by DUCE PIAIA and MARY ANN PIAIA, this 16th day of September, 1988.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: [illegible]

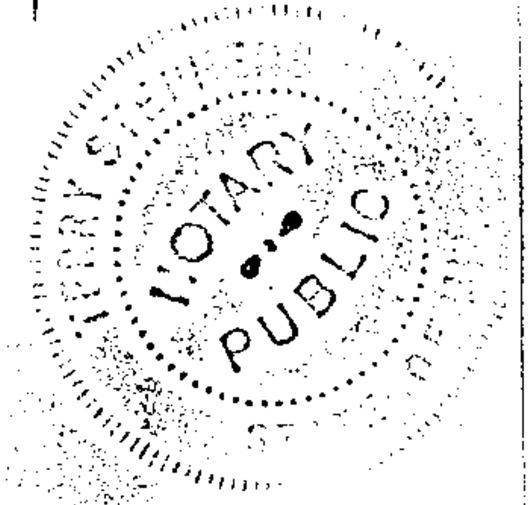
STATE OF UTAH)
) ss.
COUNTY OF Uintah)

The foregoing **Memorandum of Agreement** was acknowledged before me by JOHN D. MARKLE and MARY JANE MARKLE, this 30 day of Sept, 1988.

WITNESS my hand and official seal.

Lynn Stephens
NOTARY PUBLIC

My Commission Expires: 2-1-1992



STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

FREDERICK DEE SHRIVER,

plaintiff,

vs

PAMELA GALE SHRIVER,

defendant.

0222301

Civil No. 4011

RECORDED Oct. 17 1988 2:00 PM
IN BOOK 54 Misc. PAGE 241
FEES $3.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

DECREE OF DIVORCE

The above-entitled cause came on for hearing this day before the court; plaintiff's complaint was filed in this court on the 11th day of August, 1988, and summons issued by the clerk; entry of appearance, waiver and consent to divorce by the defendant was filed herein on the 11th day of August, 1988; the court has examined the files and records herein and has heard the testimony and examined the proofs offered by the plaintiff; and the court being advised in the premises, the court does find as follows:

FINDINGS OF FACT

1- Plaintiff is, and for more than 60 days preceding the commencement of this action has been a bona fide resident of the State of Wyoming residing in Sublette County;

2- Plaintiff and defendant were lawfully married in the City of LaPorte, County of Larimer and State of Colorado, on the 3rd day of July, 1970, and ever since have been and now are husband and wife;

FILED

OCT 4 1988

DIANE E. NEAL-SMITHLING
CLER[redacted]RICT COURT

3- That differences in the marital relationship exist which said differences are irreconcilable and the parties now are and have been separated since the month of July, 1988;

4- One child, namely, LORI DAWN SHRIVER, was born on the 1st day of May, 1972, as issue of the marriage; plaintiff is a fit and proper person to have custody of said child, subject to reasonable visitation rights by the defendant;

5- That the parties have divided their property and settled their claims and rights to property as alleged in the complaint;

CONCLUSIONS OF LAW

1- That as a result of the irreconcilable differences existing in the marital relationship the court finds that plaintiff is entitled to a decree of divorce from the defendant, custody of the minor child of the parties subject to reasonable visitation by the defendant, and the division of property effected by the parties should be confirmed;

WHEREFORE, THE COURT DOES ORDER, ADJUDGE AND DECREE:

1- That plaintiff be and he is hereby awarded a divorce from the defendant and the plaintiff's marriage unto defendant be and the same is hereby terminated;

2- That the minor child of the parties, LORI DAWN SHRIVER, be and she is hereby awarded unto the care, custody and control of the plaintiff and that the defendant shall be permitted to visit said child at all reasonable time;

3- That the division of real and personal property of the parties as alleged in the complaint be and the same is hereby confirmed and the following-described real estate be and the same is hereby awarded unto the plaintiff, FREDERICK DEE SHRIVER, free and clear of all right, title, interest, equity and claim of the defendant, said real property being more particularly described as follows, to-wit:

A tract of land located in the W/2 SW/4 of Section 20, Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

Beginning at a point on the west section line of said Section 20, N.00°04'W., a distance of 1150.00 feet from the Southwest corner of said Section 20;

Thence from point of beginning, continuing N.00°04'W., a distance of 375.00 feet;

Thence N.89°56'E., a distance of 580.40 feet;

Thence S.00°04'E., a distance of 375.00 feet;

Thence S.89°56'W., a distance of 580.40 feet to point of beginning;

Said tract contains 5 acres, more or less;

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 all outstanding mineral interests.

DATED this 3 day of Oct, 1988.

Robert B. Ranck
ROBERT B. RANCK, District Judge

THE STATE OF WYOMING

COUNTY OF SUBLETTE

I, DIANE E. NEAL SMITHLING, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND IN THE STATE AFORESAID, DO HEREBY CERTIFY THE FOREGOING TO BE FULL, TRUE AND COMPLETE COPY.

SIGNED

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

WOODROW M. WILSON, of said County and State, being first duly sworn on his oath, deposes and says:

That he is the husband of RUTH F. WILSON, a/k/a RUTH FLORENCE WILSON, deceased, who died August 20, 1988 in Marieopa County, State of Arizona.

That at the time of the death of RUTH F. WILSON, a/k/a RUTH FLORENCE WILSON, she owned certain real property by virtue of a certain Warranty Deed and a Quitclaim Deed; said land being more particularly described as follows:

Parcel A:

Lots Eleven (11) and Twelve (12), Block Thirteen (13), Pines Addition to the Town of Pinedale, Sublette County, Wyoming as the same appears on the official plat thereof as 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;

Parcel B:

A tract of land located in the NE¼ (Lot 1) of Section 1, Township 37 North, Range 110 West of the 6th P.M., on the east of the Green River Lake Road right-of-way, in Sublette County, Wyoming, and more particularly described as follows:

Beginning at the northeast corner of said Section 1, thence S.01°00'34"W., along the east section line to the E¼ corner, a distance of 271.31 feet; thence westerly along center section line, approximately 695.00 feet to the east right-of-way line of the Green River Lake Road; thence N.30°27'00"W., along east right-of-way of Green River Lake Road a distance of 313.90 feet to north section line; thence N.89°46'00"E., along north section line a distance of 858.86 feet to point of beginning. Said Tract contains 4.838 acres.
TOGETHER WITH all improvements and appurtenances thereunto appertaining;

Said respective Deeds being recorded in the office of the Sublette County Clerk on such dates and at such places as follows:

Parcel A: September 29, 1947, Book 5 of Deeds, page 148.
Parcel B: April 11, 1988, Book 8 of Quitclaim Deeds, page 548.

That the deceased, RUTH F. WILSON, a/k/a RUTH FLORENCE WILSON, is one and the same person as RUTH FLORENCE WILSON, one of the grantees in the beforementioned Warranty Deed, and RUTH F. WILSON, one of the grantees in the beforementioned Quitclaim Deed and that the affiant, WOODROW M. WILSON, is one and the same person as the said WOODROW MARTIN WILSON and WOODROW M. WILSON, the other grantees in the beforemention Warranty Deed and Quitclaim Deed.

That the beforementioned Warranty Deed and Quitclaim Deed created a tenancy of an estate by the entireties with full right of survivorship and a joint tenancy with full right of survivorship respectively under the laws of the State of Wyoming, and at the death of RUTH F. WILSON a/k/a RUTH FLORENCE WILSON,

022302

RECORDED Oct. 17 1988 2:00 P M
IN BOOK 54 Misc. PAGE 244
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mar Riley

deceased, all equity, right, title and interest in the beforementioned real property passed to and was vested in WOODROW M. 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 RUTH F. WILSON, a/k/a RUTH FLORENCE WILSON, deceased.

DATED this 11th day of October, 1988.

Woodrow M. Wilson
WOODROW M. WILSON

Subscribed and sworn to before me by WOODROW M. WILSON this 11th day of October, 1988.

WITNESS my hand and official seal.

Susan J. Rodgers
County of
Sublette
My Commission expire
Notary Public
State of
Wyoming
Dec. 12, 1990

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

CERTIFICATION OF VITAL RECORD

STATE OF ARIZONA

ORIGINAL STATE COPY

STATE OF ARIZONA
DEPARTMENT OF HEALTH SERVICES - VITAL RECORDS SECTION
CERTIFICATE OF DEATH

DEATH NO D 102-

NAME OF DECEASED	A FIRST	B MIDDLE	C LAST	SEX	DATE OF DEATH MONTH DAY YEAR
	RUTH	FLORENCE	WILSON	2 FEMALE	AUGUST 20, 1988

RACE (e.g., white, black, American Indian, etc.) SPECIFY	WAS DECEDENT OF SPANISH ORIGIN (YES, NO) SPECIFY	IF YES, INDICATE MEXICAN, SPANISH, PUERTO RICAN, CUBAN, ETC	WAS DECEASED EVER IN U.S. ARMED FORCES? (SPECIFY YES OR NO)
4A WHITE	B NO	C.	5 NO

PLACE OF DEATH A COUNTY	B TOWN OR CITY	C HOSPITAL OR INSTITUTION (IF RESIDENCE, GIVE STREET ADDRESS)	D. ☐ DOA ☐ OP EMER ☐ IN PATIENT
MARICOPA	CIRCLE CITY	257 PERETZ CIRCLE	

DATE OF BIRTH MONTH DAY YEAR	AGE (YEARS LAST BIRTHDAY)	IF UNDER 1 YEAR MOS DAYS	IF UNDER 1 DAY HRS MIN	MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (SPECIFY)	SURVIVING SPOUSE (IF WIFE, GIVE MAIDEN NAME)
MAY 31, 1914	8A 74	B	C	9 MARRIED	10 WOODROW WILSON

STATE OF (if not in USA, name country) BIRTH	CITIZEN OF WHAT COUNTRY? SPECIFY	SOCIAL SECURITY NO.	USUAL OCCUPATION (Give kind of work done most of working life, even if retired)	KIND OF BUSINESS OR INDUSTRY
WYOMING	12 U.S.A.	520-24-5231	14A WAITRESS	B RESTAURANT

USUAL RESIDENCE A STATE	B COUNTY	C. TOWN OR CITY	D. ZIP CODE
ARIZONA	MARICOPA	CIRCLE CITY	85342

STREET ADDRESS OR R.F.D.	INSIDE CITY LIMITS? (SPECIFY Yes or No)	ON RESERVATION (Specify yes or no)	HOW LONG IN ARIZONA? YEARS	MONTHS	DAYS	PREVIOUS STATE OF RESIDENCE
SE 257 PERETZ CIRCLE	15F YES	15G NO	16 3			17. WYOMING

FATHER'S NAME A. FIRST	B. MIDDLE	C. LAST	MOTHER'S MAIDEN NAME A. FIRST	B. MIDDLE	C. LAST
SPENCER	/	HECOX	FLORENCE	/	HICKS

INFORMANT'S SIGNATURE	RELATIONSHIP TO DECEASED	ADDRESS STREET NO	CITY AND STATE	ZIP CODE
20 Edwin M Brown WOODROW M. WILSON	21 HUSBAND	22 STAR RT. 257	CIRCLE CITY, ARIZONA	85342

BURIAL, CREMATION, REMOVAL, OTHER (Specify)	DATE	CEMETERY OR CREMATORY — NAME / LOCATION	EMBALMER'S SIGNATURE	CERT. NO.
23. REMOVAL	24 8-21-88	25 PINEDALE CEMETERY/PINEDALE, WYOMING	26	27 639

FUNERAL HOME NAME	STREET ADDRESS	CITY AND STATE	FUNERAL DIRECTOR or person acting as such (SIGNATURE)	CERT. NO.
28 WICKENBURG FUNERAL HOME	186 N. ADAMS	WICKENBURG, ARIZONA	29	482

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 Paul Hanson MD

DATE SIGNED (Mo., Day, Year) 32 8-20-88

HOUR OF DEATH 33 6:45 A.M.

NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or print) 34

To be completed by MEDICAL EXAMINER OR TRIBAL LAW ENFORCEMENT AUTHORITY ONLY

ON THE BASIS OF EXAMINATION AND/OR INVESTIGATION, IN MY OPINION DEATH OCCURRED AT THE TIME, DATE AND PLACE DUE TO THE CAUSE(S) AND MANNER STATED.

SIGNATURE AND TITLE 35

DATE SIGNED (Mo., Day, Year) 36

HOUR OF DEATH 37

PRONOUNCED DEAD (Mo., Day, Year) 38 ON

PRONOUNCED DEAD (Hour) 39. AT

NAME AND ADDRESS OF CERTIFIER, PHYSICIAN, MEDICAL EXAMINER OR TRIBAL LAW ENFORCEMENT AUTHORITY (Type or print)

40. PAUL C. HANSON M.D. 110 BRALLIAR RD. WICKENBURG, ARIZONA

DATE REGISTERED	REG FILE NO	REGISTRAR'S SIGNATURE	REG DISTRICT	DATE RCVD IN STATE OFFICE
AUG 24 1988	43	43 Sarah Hirshkowitz Deputy	0721	45

CAUSE OF DEATH

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	Hypoxia	2 d.
B. DUE TO, OR AS A CONSEQUENCE OF	Emphysema	10 yrs
C. DUE TO, OR AS A CONSEQUENCE OF:	Smoking	40 yrs

PART II. OTHER SIGNIFICANT CONDITIONS AND/OR ENVIRONMENTAL FACTORS (If adult female-was she pregnant within past 90 days?)

47. Recent Stroke / Myocardial Infarct

AUTOPSY (Specify yes or no)	WAS CASE REFERRED TO MEDICAL EXAMINER (Specify yes or no)
48. NO	49. NO

MANNER OF DEATH	DATE OF INJURY MO DAY YR	HOUR	INJURY AT WORK? (Specify yes or no)	DESCRIBE HOW INJURY OCCURRED
☐ NATURAL CAUSES ☐ HOMICIDE ☐ ACCIDENT ☐ PENDING INVESTIGATION ☐ SUICIDE ☐ UNDETERMINED 50.	51.	52 M	53	54

PLACE OF INJURY (At home, farm, street, factory, office building, etc.) SPECIFY	WHERE LOCATED? STREET ADDRESS	CITY OR TOWN	STATE
55.	56		

SUPPLEMENTARY ENTRIES 57.

CERTIFIED COPY OF VITAL RECORDS

DATE ISSUED Sept. 13, 1988

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss

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, PHOENIX, ARIZONA issued under the authority of A.R.S. 36-341, and by direction of:

Dean L. Benson
DEAN L. BENSON
Chief Deputy County Registrar
Maricopa County Department of Health Services

1190447

MARICOPA COUNTY HEALTH DEPT. PHOENIX, ARIZONA

This copy not valid unless prepared on engraved border displaying county seal in color and impressed with raised seal of issuing agency.

American Banknote Company ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

RELEASE OF EQUITY AND LIEN

WHEREAS, RAYMOND L. WEBER, hereinafter referred to as Weber, was granted an equity in and a lien on Lots One (1), Two (2) and Three (3), Block Two (2), Jones Addition, Town of Pinedale, Sublette County, Wyoming in a certain Decree of Divorce entered in the District Court for Sublette County, Wyoming on September 11, 1978; and,

WHEREAS, said Decree of Divorce was recorded at Book 38 of Miscellaneous, page 450, in the office of the County Clerk, Sublette County, Wyoming; and,

WHEREAS, said equity and lien have been satisfied and paid in full by the payment of certain sums to Weber from an escrow account at the FIRST NATIONAL BANK OF PINEDALE concerning a certain Contract For Sale between the Estate of SHIRLEY F. WEBER, as Seller, and VIRGIL C. BLANCHARD and BETTY J. BLANCHARD, as Buyers, which has been assigned to BETTY J. REACH as Buyer;

NOW THEREFORE IN CONSIDERATION OF THE FINAL PAYMENT DUE UNDER SAID EQUITY AND LIEN:

RAYMOND L. WEBER, a single man, does hereby release, waive and enter satisfaction of that certain equity and lien that he holds in the real property described as:

> Lots One (1), Two (2) and Three (3), Block Two (2), Jones Addition, Town of Pinedale, Sublette County, Wyoming;

by virtue of and under that certain Decree of Divorce recorded at Book 38 of Miscellaneous, page 450, in the office of the County Clerk, Sublette County, Wyoming, or any other interest that he may hold in said property.

DATED this 11th day of October, 1988.

Raymond L. Weber
RAYMOND L. WEBER

STATE OF ~~MONTANA~~ Wyoming)
) ss.
COUNTY OF Big Horn)

The foregoing **Release of Equity and Lien** was acknowledged before me by RAYMOND L. WEBER, this 11th day of October, 1988.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: Feb. 27th, 1989

222304

RECORDED Oct. 17 1988 2:10 P M
IN BOOK 54 Misc. PAGE 247
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Sale dated the 26 day of September, 1988, between SHIRLEY JEAN PARDINI, a single woman dealing in her sole and separate property, as Seller, and BRUCE CAHILL, TERRY DEE REACH and MICHAEL A. SMITH doing business as a partnership. The Seller did agree to sell and the Buyer did agree to buy a certain tract of real property described as follows, to-wit:

A tract of land being part of Homestead Entry No. 159 and located in the S½ of Section Three (3), Township 33 North, Range 107 West of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

Beginning at a point on the west boundary of said Homestead Entry No. 159, said point also being the southwest corner of Unit B of Boulder Lake Country Estates Fourth Filing, a subdivision of record in the Sublette County Clerk's Office, said point bears south, a distance of 459.91 feet from Corner No. 1 of said Homestead Entry No. 159;
thence, from said point of beginning continue south along said west boundary a distance of 379.14 feet to the northwest corner of Unit A of Boulder Lake Country Estates Fourth Filing;
thence, east a distance of 201.94 feet;
thence, north a distance of 183.82 feet
thence S.72°45'00"E., a distance of 11.24 feet;
thence N.10°25'53"E., a distance of 100.14 feet to a point of curve to the right, the tangent at said point bears N.80°20'W., said curve having a central angle of 90°00'00", a radius of 60.00 feet and a tangent of 60.00 feet;
thence, along the arc of said curve, a distance of 94.25 feet;
thence N.80°20'W., a distance of 184.35 feet to the point of beginning.

TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in the U.S. patents or of record and to easements and rights-of-way of record or in use; and, to prior mineral reservations of record.

Buyer's address for tax purposes is P.O. Box 356, Pinedale, WY 82941.

There are many other covenants in the original Agreement For Sale of which each party has a copy.

DATED this 3rd day of October, 1988.

SELLER:

Shirley Jean Pardini
SHIRLEY JEAN PARDINI

DATED this 7th day of October, 1988.

BUYER:

0222305

Bruce Cahill
BRUCE CAHILL, Partner

Terry Reach
TERRY DEE REACH, Partner

Michael A. Smith
MICHAEL A. SMITH, Partner

RECORDED Oct. 17 1988 2:10 P M
IN BOOK 54 Misc. PAGE 248
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF CALIFORNIA)
) ss.
COUNTY OF Nevada)

The foregoing **Memorandum of Agreement** was acknowledged before me by SHIRLEY JEAN PARDINI, this 26th day of September, 1988.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

STATE OF ~~CALIFORNIA~~ Wyoming)
) ss.
COUNTY OF Sublette)

OFFICIAL SEAL
FRANCES G. McCURRY
Notary Public-California
NEVADA COUNTY
My Comm. Exp. May 8, 1992

The foregoing **Memorandum of Agreement** was acknowledged before me by BRUCE CAHILL, Partner, this 7th day of October, 1988.

WITNESS my hand and official seal.

Susan J. Rodgers
Notary Public
State of
Wyoming
My Commission expires
Dec. 12, 1990

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum of Agreement** was acknowledged before me by TERRY DEE REACH, Partner, this 7th day of October, 1988.

WITNESS my hand and official seal.

Susan J. Rodgers
Notary Public
State of
Wyoming
My Commission expires
Dec. 12, 1990

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by MICHAEL A. SMITH, Partner, this 7th day of October, 1988.

WITNESS my hand and official seal.

Susan J. Rodgers
Notary Public
State of
Wyoming
My Commission expires
Dec. 12, 1990

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

Dan M[redacted]t
P.O. B[redacted]1342
Tulsa, OK 74170

File [redacted]

AGREEMENT

FOR AND IN CONSIDERATION OF Dan Mordhorst and Joe Cassody having revealed to me the fact that there is a fund of money or other assets which may be due me from an estate, or sources, as well as in further consideration of one dollar and their time, effort, and expense in investigating and endeavoring to procure proof of relationship and interest therein, I, RALPH FARR do hereby grant, convey, transfer and assign unto the said Dan Mordhorst and Joe Cassody an undivided fifty percent of my right, title, and interest in and to said fund or money, property, real or personal or other assets, that is held in suspense or in a dormant account from any source, for any reason. This agreement assigns fifty percent of the dormant asset that generated the dormant account. This agreement excludes personal bank accounts, if any.

THE PROPERTY REAL AND/OR PERSONAL conveyed by this Agreement will be disclosed and described in an Addendum, which will be made a part of this Agreement after execution of this Agreement.

IT IS UNDERSTOOD THAT I shall not be liable for any expenses incurred by said Dan Mordhorst and Joe Cassody in investigating and procuring proof of my relationship nor shall I be liable to pay them any fee or compensation except as provided above. Dan Mordhorst and Joe Cassody shall pay whatsoever costs in establishing this claim.

FAILURE TO RECOVER PROPERTY: If Dan Mordhorst and Joe Cassody fails to recover any property for the Client, Dan Mordhorst and Joe Cassody shall receive nothing for its services and this Agreement shall be of no further force and effect.

I DO HEREBY APPOINT, Mona Cassody as Attorney-In-Fact for the limited purpose of executing Transfer or Division Orders, Assignments, Deeds, handling dormant accounts, and auditing and collecting dormant funds to accomplish the division of the property above and limited to this special event(s). I agree to execute such deeds or assignments as may be deemed reasonably necessary to ratify the above conveyances. I also agree to grant a preferential right of purchase, if any. I further agree that all of the above shall be binding upon my executors, administrators, heirs, and assigns.

Important -- If there are any exceptions add same: _____
_____.

EXECUTED this 7th day of Oct, 1988.

x Ralph W. Farr
Ralph Farr

x 522-10-9990
Social Security Number

Dan Mordhorst

Joe Cassody

(ACKNOWLEDGEMENT)

0222311

RECORDED Oct. 17 1988 3:15PM
IN BOOK 54 Misc. PAGE 250
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK

STATE OF Oregon)
)
COUNTY OF Jackson)

ON THIS 7th day of October, 1988, before me, a Notary Public in and for the County and State aforesaid, personally appeared Ralph W. Farr known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same, and the said person being by me first duly sworn, did severally declare that he executed said instrument freely and voluntarily, with full knowledge of all the contents thereof and as for the objects and purposed therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Christine A. Backlund
Notary Public

My Commission Expires 11-4-88

NOTARY PUBLIC STATE OF OREGON COMMISSION EXPIRES MARCH 5, 1989

ADDENDUM

Attached hereto and made a part of Agreement dated Oct. 7, 1988 between Ralph Farr, Dan Mordhorst, and Joe Cassody covering escheated funds and monies held at oil and gas purchasers and minerals covering the following:

Lots 5 to 16, inclusive, Section 7, Township 28 North, Range 113 West; all of Section 1 Township 28 North, Range 114 West; SE/4 of Section 32 Township 29 North, Range 113 West, of the 6th Principal Meridian, Wyoming containing 1,159.20 acres; Sublette County, WY

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

Carl E. Jorgensen, being first duly sworn, states as follows:

1. The undersigned, Carl E. Jorgensen, is the surviving tenant of a joint tenancy with respect to the decedent hereinafter referred to; therefore, the undersigned has an interest in the cattle and brand which is the subject matter of this Affidavit.

2. The undersigned states that Carl T.L. Jorgensen died at Pinedale, Wyoming on the 21st day of February, 1988; the facts of said death more fully appear from the Certificate of Death, duly certified by the State Registrar of Vital Statistics, attached hereto as Exhibit A and by this reference incorporated herein.

3. Said decedent, Carl T.L. Jorgensen, created such joint tenancy between the decedent and the undersigned by assigning such cattle and brand to the undersigned and the decedent, as joint tenants and by recording the same on November 22, 1985 with the Wyoming Livestock Board in Cheyenne, Wyoming. Such recording appears in the most recent Wyoming Livestock Brand Book at page 589, No. 20 and covers all cattle so owned by the decedent and the undersigned at the date of the decedent's death which, together with any offspring since February 21, 1988, are all of the cattle owned by the undersigned bearing such brand, and also covers that brand, shown as + □.

0222314

RECORDED Oct. 17 1988 4:44 P M
IN BOOK 54 Misc. PAGE 252
FEES 8.00 Mary C. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mar Riley

4. This Affidavit is filed for the purpose of establishing the fact of the death of the said Carl T.J. Jorgensen, who was the owner with the undersigned of a joint tenancy in the above described property, and to make an official record of the termination of the interest of said decedent in and to said property, pursuant to the provisions of W.S. 2-9-102.

Carl E. Jorgensen
Carl E. Jorgensen

Subscribed and sworn to before me by the aforesaid Carl E. Jorgensen this 10th day of October, 1988.

PATRICIA D. TOCUM NOTARY PUBLIC

Patricia D. Tocum
Notary Public

My Commission Expires: 8/8/90

MARGIN RESERVED FOR BINDING

Division of Health and Medical Services—Vital Records Services

PHYSICIAN: The law requires that the death certificate be signed within 24 hours after death W.S. 35-79.1(b) to do so. W.S. 35-79.31(b) Penalty for failure

FEB 24 1988

VR 2-78
8/82 10M

STATE OF WYOMING

DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 01488

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. CARL	THOMAS	LAURITSEN JORGENSEN	2. MALE	3. FEBRUARY, 21, 1988

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	DATE OF BIRTH (Mo., Day, Yr.)
WHITE	DANE	85			6. OCTOBER, 12, 1902

PLACE OF DEATH—Hospital or other Institution—Name (If not in either give street and number)	IF HOSP. OR INST. Indicate DOA or Emer. Rm. Inpatient (Specify)	CITY, TOWN OR LOCATION OF DEATH	COUNTY OF DEATH
7a. SUB. CO. RETIREMENT CENTER	7b. INPATIENT	7c. PINEDALE	7d. SUBLETTE

STATE OF BIRTH (If born in U.S.A. name country)	CITIZEN OF WHAT COUNTRY	MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify)	SURVIVING SPOUSE (If wife, give maiden name)	AT DECEDENT EVER IN U.S. ARMED FORCES? (Specify Yes or No)
8. WYOMING	9. U.S.A.	10. WIDOWED	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. 520-38-8663	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. RT. 2 BOX 6	15e. NO

PARENTS

FATHER—NAME FIRST	MIDDLE	LAST	MOTHER—MAIDEN NAME FIRST	MIDDLE	LAST
16. NELS		JORGENSEN	17. KAREN		LAURITSEN

INFORMANT

INFORMANT—NAME (Type or Print)	MAILING ADDRESS STREET OR R.F.D. NO.	CITY OR TOWN	STATE	ZIP
18a. C.R. JORGENSEN	18b. RT.2 BOX 6	PINEDALE	WYOMING	82941

DISPOSITION

BURIAL, CREMATION, REMOVAL, OTHER (Specify)	DATE (Mo., Day, Yr.)	CEMETERY OR CREMATORY—NAME	LOCATION CITY OR TOWN	STATE
19a. BURIAL	19b. FEB. 26, 1988	19c. PINEDALE	19d. PINEDALE	WYOMING

FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	NUMBER	NAME OF FACILITY	NUMBER	ADDRESS OF FACILITY
20a. [signature]	337	20b. HUDSON'S FUNERAL HOME	115	20c. 164 N. BRIDGER AVE.

CERTIFIED

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. FEBRUARY, 22, 1988	21c. 12:00 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 time date and place and due to the cause(s) stated

(Signature and Title) ▶ W.T. Meyer CORONER

DATE SIGNED (Mo., Day, Yr.)	HOUR OF DEATH
22b. FEBRUARY, 22, 1988	22c. 12:00 A.
PRONOUNCED DEAD (Mo., Day, Yr.)	PRONOUNCED DEAD (Hour)
22d. ON FEBRUARY, 21, 1988	22e. AT 12:35 A.

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

23. J. T. JOHNSTON M.D. PINEDALE, WYO 82941

REGISTRAR

24a. Signature ▶ [signature]

DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)

24b. FEBRUARY, 22, 1988

CAUSE OF DEATH

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

		Interval between onset and death
25. PART I	IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b) AND (c).) (a) Cardiac arrhythmia - Abject.	
	DUE TO OR AS A CONSEQUENCE OF (b) Uremia, Sepsis	
	DUE TO OR AS A CONSEQUENCE OF (c) Kidney failure	

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)
Dementia, C.A. Prostatectomy.	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.	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.		

SEAL

THIS IS TO CERTIFY that this reproduction is a true copy of a record on file in Wyoming Vital Records 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.

Date Issued February 26, 1988

Deputy State Registrar

MEMORANDUM OF SALE

TO WHOM IT MAY CONCERN:

Please take notice that DOYLE F. CHILD and ELAINE C. CHILD, husband and wife, of Afton, Lincoln County, Wyoming, as SELLER, and LARRY S. GOODEMOTE and SUZANNE K. GOODEMOTE, husband and wife, of P. O. Box 1225, Flagler Beach, Flagler County, Florida ~~32306~~ 32036, as joint tenants, as BUYER, have delivered to the Star Valley State Bank of Afton, Wyoming as Escrow Agent of the parties, a Real Estate Sales Agreement dated the 26 day of September, 19 88, 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 W½ of Tract 15 of Sheet 7 of the Hoback Ranches Subdivision as platted and filed in the Office of the Sublette County Clerk, Pinedale, Wyoming, being 10 acres, more or less.

Subject to all easements and reservations of sight and record.

Subject to the Protective Covenants recorded May 4, 1976 in Book 31 of Miscellaneous, Page 636 in the Office of the County Clerk and Ex-Officio Register of Deeds 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: 9/26/88

0222353

RECORDED Oct. 18 1988 9:50 A M
IN BOOK 54 Misc. PAGE 255
FEES $ fee Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: marie Riley

DOYLE F. CHILD

ELAINE C. CHILD

LARRY S. GOODEMOTE

SUZANNE K. GOODEMOTE

STATE OF WYOMING)
) SS
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by DOYLE F. CHILD and ELAINE C. CHILD, husband and wife, this 3rd day of October, 1988. Witness my hand and official seal.

NOTARY PUBLIC

My commission expires: May 18, 1992

STATE OF FLORIDA)
) SS
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me by LARRY S. GOODEMOTE and SUZANNE K. GOODEMOTE, his wife, this 26 day of September, 1988. Witness my hand and official seal.

(SEAL)

NOTARY PUBLIC
Notary Public, State of Florida
My Commission Expires Sept. 24, 1991
Bonded thru Atlantic Bonding Ins. Underwriters

My commission expires:

222354

RECORDED Oct. 18 1988 10:00 A M
IN BOOK 54 Misc. PAGE 256
FEES $14.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

RELEASE AND TERMINATION STATEMENT

THIS RELEASE AND TERMINATION STATEMENT, dated as of September 23, 1988 is from TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association ("Secured Party"), and GARY K. WRIGHT, TRUSTEE ("Trustee"), both with an address of 712 Main Street, Houston, Texas 77002, to GENERAL ATLANTIC ENERGY CORPORATION, a Delaware corporation, formerly known as International Technology Resources Petroleum, Inc., formerly known as ITR Petroleum, Inc., formerly known as ITRP Acquisition Company, formerly known as ITR Petroleum (Delaware), Inc. ("Debtor"), with an address of 410 17th Street, 14th Floor, Denver, Colorado 80202.

RECITALS

A. Debtor executed and delivered to Trustee and Secured Party a Deed of Trust, Mortgage, Assignment of Production and Security Agreement, dated June 28, 1985 (the "Original Deed of Trust"), as amended and supplemented by First Supplemental Deed of Trust, Mortgage, Assignment of Production and Security Agreement, dated May 23, 1986 (the "Supplement") (such instrument, as so amended and supplemented, being herein called the "Energetics Deed of Trust"),and delivered to Secured Party one or more financing statements relating thereto (collectively, the "Financing Statement"), which instruments were filed for recording as described in Schedule I attached hereto and made a part hereof.

B. If necessary for the recordation hereof, a description of the property covered by the Energetics Deed of Trust and located in the county in which a particular counterpart of this Release is to be recorded shall be attached to that counterpart.

C. Debtor, Trustee and Secured Party desire that the Energetics Deed of Trust be released (except insofar as it covers the Monument Butte Prospect, Sweetwater County, Wyoming, which is to be covered by a separate release) and that the Financing Statement be terminated.

RELEASE AND TERMINATION

Secured Party does hereby remove John P. Townley as trustee and does hereby appoint Gary K. Wright as substitute trustee under the Energetics Deed of Trust.

In consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustee and Secured Party do hereby remise, release and forever quitclaim to Debtor, its successors and assigns, all of the right, title and interest which Trustee and Secured Party may have under the Energetics Deed of Trust in and to all property covered thereby except the Monument Butte Prospect, Sweetwater County, Wyoming, as described in Recital C above. Secured Party hereby terminates the Financing Statement and confirms that Secured Party no longer claims a security interest under the Financing Statement.

Executed as of the date first above written.

ATTEST:

Robert C. Mertensotto
ROBERT C. MERTENSOTTO
VICE PRESIDENT

(SEAL)

TEXAS COMMERCE BANK NATIONAL ASSOCIATION

By: James C. Nicholas
James C. Nicholas
Senior Vice President

Gary K. Wright
GARY K. WRIGHT, TRUSTEE

THE STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

(Texas and Montana Form)

BEFORE ME, Gwen Bowden, a Notary Public in and for said County and State, on this day personally appeared James C. Nicholas, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the Senior Vice President of Texas Commerce Bank National Association, a national banking association, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed and as the act of said national banking association.

(California Form)

On this 23rd day of September, in the year 1988, before me, Gwen Bowden, a Notary Public of said State, duly commissioned and sworn, personally appeared James C. Nicholas, known to me to be the person who executed the within instrument as Senior Vice President on behalf of Texas Commerce Bank National Association, a national banking association, and acknowledged to me that the said national banking association executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Kansas, Michigan and Nebraska Form)

The foregoing instrument was acknowledged before me this 23rd day of September, 1988, by James C. Nicholas, Senior Vice President of Texas Commerce Bank National Association, on behalf of said national banking association. Witness my hand and official seal.

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named James C. Nicholas, Senior Vice President of Texas Commerce Bank National Association, a national banking association, who acknowledged that he signed and delivered the foregoing instrument, on behalf of said national banking association on this 23rd day of September, 1988. Given under my hand the day and year in this certificate first above written.

GIVEN under my hand and seal of office, this 23rd day of September, 1988.

SEAL

Gwen Bowden
Gwen Bowden, Notary Public in and for the State of Texas

My Commission Expires: July 12, 1989

THE STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

(Texas and Montana Form)

BEFORE ME, Gwen Bowden, a Notary Public in and for said County and State, on this day personally appeared Gary K. Wright, Trustee, 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.

[redacted] [redacted] [redacted]

(California Form)

On this 23rd day of September, in the year 1988, before me, Gwen Bowden, a Notary Public of said State, duly commissioned and sworn, personally appeared Gary K. Wright, Trustee, personally known to me to be the person who executed the within instrument, as trustee, and acknowledged to me that he executed the same in his capacity as trustee.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Kansas, Michigan, Nebraska Form)

The foregoing instrument was acknowledged before me this 23rd day of September, 1988, by Gary K. Wright as trustee. Witness my hand and official seal.

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named Gary K. Wright, Trustee, who acknowledged that he signed and delivered the foregoing instrument on this 23rd day of September, 1988. Given under my hand the day and year in this certificate first above written.

GIVEN under my hand and seal of office, this 23rd day of September, 1988.

Gwen Bowden

Gwen Bowden, Notary Public in and for the State of Texas

SEAL

My Commission Expires: July 12, 1989

NOTARY PUBLIC STATE OF TEXAS

DGSD/DO9

Place of Filing	Date	Location	Code
TEXAS			
Fayette County	08-26-85	Real Property #248, Book 697, Pg. 26-88	TX-7
Gonzales County	08-12-85	Document #14699, Book 178, Pg. 246-285	TX-8
Hamphill County	08-08-85	Document #500, Book 82, Pg. 67-128	TX-3
Jefferson County	08-07-85	Document #8522090, Book 101-12, Pg. 2583-2646	TX-6
Lavaca County	08-07-85	Document #46861, Book 136, Pg. 82-118	TX-4
Lee County	08-08-85	Document #4865, Book 503, Pg. 788-861	TX-2
Moore County	08-13-85	Document #84010, Book 334, Pg. 547-587	TX-9
Navarro County	08-12-85	Document #6083, Book 316, Pg. 197-232	TX-1
Roberts County	08-08-85	Document #17488, Book 49, Pg. 207	TX-5
WYOMING			
Campbell County	08-08-85	Document #569073, Book 829, Pg. 128	WY-2
Johnson County	08-15-85	Document #50499, Book 223, Pg. 128	WY-3
Sweetwater County	08-08-85	Document #0956863, Book 764, Pg. 1720-1834	WY-1
Sublette County	08-22-85	Document #208177, Book 44, Pg. 219-340	WY-4

The Supplement was filed and recorded as follows:

Place of Filing	Date	Location
KANSAS		
Comanche County	05-27-86	Volume 69, Page 289, Fixture Filing #9684

Place of Filing	Date	Location
TEXAS		
Fayette County	08-08-85	UCC #19808, Vol. 697, Pages 89-122
Gonzales County	08-09-85	UCC #146990, Vol. 178, Pages 239-245
Hamphill County	08-08-85	UCC #9114, Vol. 82, Page 129
Jefferson County	04-14-86	UCC #147406
	08-07-85	UCC #8522089, Pages 2549-2582
Lavaca County	08-07-85	UCC #46860, Vol. 136, Pages 75-81
Lee County	08-08-85	UCC #12340, Real Property #4866, Vol. 503, Pages 862-905
Moore County	08-08-85	UCC #22702, Real Property #84011
Navarro County	08-12-85	UCC #85-904
Roberts County	08-08-85	UCC #2948, Real Property #17489, Vol. 49, Page 260
WYOMING		
Campbell County	10-07-85	UCC #119586, Real Property #572102, Photos Book 840, Pages 546-552
Johnson County	08-15-85	SA #28821
√ Sweetwater County	08-08-85	UCC #140924, Real Property #0956864
Sublette County	08-22-85	UCC #21396, Real Property #208178

SECRETARY OF STATE		
California	08-30-85	#85211839
Kansas	08-30-85	#0965607
Michigan	09-03-85	#69132A
Mississippi	09-03-85	#439
Montana	09-12-85	#178397
Nebraska	09-11-85	#291898
Texas	08-30-85	#218825
Wyoming	09-20-85	#03968

Sec. of State - (KANSAS)

(Comanche County) 05-27-86 760 #1062094

Energetics DOT-D09

EXHIBIT "A"

COMANCHE COUNTY, KANSAS

T. 31 S., R. 17 W.
Section 9: NE/4, S/2.
Section 15: NW/4.
Section 16: NE/4.
Section 19: NE/4.

BLAINE COUNTY, MONTANA

T. 27 N., R. 19 E.
Section 20: All.
Section 22: All.

CHEYENNE COUNTY, NEBRASKA

T. 15 N., R. 46 W.
Section 29: NW/4.
Section 30: SE/4.

T. 16 N., R. 47 W.
Section 5: NW/4.

T. 16 N., R. 48 W.
Section 13: NW/4.
Section 33: SW/4.

T. 15 N., R. 48 W.
Section 3: SW/4.

DEUEL COUNTY, NEBRASKA

T. 14 N., R. 43 W.
Section 15: SW/4.
Section 19: NW/4.

T. 14 N., R. 44 W.
Section 12: SW/4.
Section 13: NW/4.

T. 14 N., R. 45 W.
Section 33: SW/4.

T. 14 N., R. 42 W.
Section 17: NW/4.

GARDEN COUNTY, NEBRASKA

T. 15 N., R. 46 W.
Section 26: SW/4.
Section 33: NW/4.

T. 15 N., R. 45 W.
Section 27: SE/4.
Section 33: NE/4.
Section 34: SW/4.
Section 35: NW/4.

CAMPBELL COUNTY, WYOMING

T. 45 N., R. 74 W.
Section 2: SE/4.

JOHNSON COUNTY, WYOMING

T. 45 N., R. 80 W.
Section 27: E/2
Section 34: All.

SUBLETTE COUNTY, WYOMING

T. 27 N., R. 111 W.
Section 18: E/2.
Section 19: E/2.
Section 20: All.
Section 28: NE/4, W/2.
Section 30: E/2.
Section 32: E/2, NW/4.

T. 28 N., R. 111 W.
Section 31: S/2.

T. 27 N., R. 112 W.
Section 1: NE/4, SW/4.

SWEETWATER COUNTY, WYOMING

All property located in Sweetwater County, Wyoming is covered by separate release.

DG [redacted] [redacted] [redacted]

The State of Wyoming)
: ss.
County of Sublette)

CERTIFICATE OF PURCHASE

I, Rhonda Griggs, of legal age, hereby certify that I am the (Deputy) Sheriff of Sublette County, Wyoming, and further:

1. That on the 20th day of October, 1988, commencing at or about 10:00 o'clock A.M., I conducted a public sale upon foreclosure by advertisement and sale on the steps of the Sublette County Courthouse in Pinedale, Wyoming, of the following described real property:

> Lot 9, Block 1, Redstone Fourth Addition to the Town of Pinedale, Sublette County, Wyoming.

2. That such sale was conducted according to the statutory requirements for foreclosure by advertisement and sale as set forth in W.S. Section 1-18-101, et seq.

3. That such sale was preceded by the publication of proper notice of the time and place of the sale in a newspaper of general circulation within Sublette County, Wyoming as evidenced by the Affidavit of Publication attached hereto.

5. The amount paid by the highest bidder at such sale conducted by me for such real property was sixty one thousand, seven hundred eighty four & eighty five /100s Dollars ($61,784.85), by Wyoming Community Development Authority.

6. The Purchaser is entitled to a Deed to such property at the expiration of the statutory period of redemption, unless such property is redeemed prior to that date as provided by law.

222372

RECORDED Oct. 20 19 88 10:05 A M
IN BOOK 54 Misc. PAGE 262
FEES $ 2.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mae Riley

Rhonda Griggs
(Deputy) Sheriff

The State of Wyoming)
: ss.
County of Sublette)

The foregoing instrument was acknowledged before me by Rhonda Griggs this 20th day of October, 1988.

Witness my hand and official seal.

JAN RILEY - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Oct. 2, 1989

Jan Riley
Notary Public

My Commission Expires: 10-2-89.

PROOF OF PUBLICATION

[redacted]

November 08, 1983 given by Craig E. Hanson and Michelle K. Hanson to First Security Bank of Rock Springs, to secure the payment of a Promissory Note in the amount of Fifty Nine Thousand One Hundred and no/100 Dollars ($59,100.00) of even date therewith, which Mortgage embraced the following described real property:

Lot 9, Block 1, Redstone Fourth Addition to the Town of Pinedale, Sublette County, Wyoming.

[redacted]

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

I, ... Todd Adams [redacted] ....., being first dully sworn, deposes and says that he is the Editor of The Pinedale Roundup, a weekly newspaper published at Pinedale, in said County and State, that the annexed notice was published in.....1.....consecutive issues of said paper and not in a supplement, the first publication thereof being of the...22...day of .....Sept....., 19.88..and the last publication thereof on the.....13.....day of.....Oct.....,19.88

Todd Adams

Subscribed in my presence and sworn to before me this .....13..... day of .....Oct....., 1988.

Disney Brunett
Notary Public

My Commission expires October 7, 1990

Disney Brunette
County of
Sublette
My Commissi n

Notary Public
State of

The State of Wyoming)
: ss.
County of Sweetwater)

AFFIDAVIT

I, David E. Arnold, being first duly sworn upon my oath depose and say:

1. That I am the attorney for First Security Bank of Rock Springs, Mortgagee of the mortgage herein.

2. This Affidavit is made in compliance with and pursuant to W.S. Section 34-4-103(iv).

3. That I represent Wyoming Community Development Authority, in a mortgage foreclosure proceeding against Craig E. Hanson and Michelle K. Hanson concerning the following described real property:

> Lot 9, Block 1, Redstone Fourth Addition to the Town of Pinedale, Sublette, County, Wyoming.

4. That mortgage foreclosure proceedings have been instituted due to Mortgagor's default of Mortgage dated November 23, 1983 in favor of First Security Bank of Rock Springs and duly recorded at the Office of the Sublette County Clerk, Wyoming, in Book 40 of Mortgages, Page 653.

Said Mortgage was assigned to Wyoming Community Development Authority by an Assignment of Mortgage recorded November 30, 1983 in Book 40 of Mortgages, Page 657.

5. That no suit or proceeding has been instituted at law to recover the debt remaining secured by said mortgage; and

6. That a written notice of intent to foreclose said mortgage by advertisement and sale was served upon the record owner to the last known address as follows: Craig E. and Michelle K. Hanson, P.O. Box 1112, Pinedale, WY 82941 at least ten (10) days before the required publication of notice of sale was made for four (4) consecutive weeks, beginning on September 22, 1988. See copies of letter dated

August 22, 1988 and return receipt card attached hereto as Exhibit "A".

FURTHER, YOUR AFFIANT sayeth not.

David E. Arnold

David E. Arnold
Attorney at Law
1400 Dewar Drive, Suite 205
P.O. Box 1152
Rock Springs, WY 82902

The State of Wyoming)
: ss.
County of Sweetwater)

Subscribed and sworn to before me by David E. Arnold this 18 day of October, 1988.

Janalee J. Merhar

Notary Public

My Commission Expires: 5-19-89.

Scorsine Law Office

1400 Dewar Drive, Suite 205
P.O. Box 1152
Rock Springs, Wyoming 82902-1152

(307) 382-8017
(307) 875-9542

John M Scorsine

Michael J. Finn
David E. Arnold

August 22, 1988

Craig E. and Michelle K. Hanson
P.O. Box 1112
Pinedale, WY 82941

Certified Receipt # P 773 070 847

Dear Mr. and Mrs. Hanson:

The purpose of this letter is to advise you that Wyoming Community Development Authority, has accelerated the maturity date of your loan and has directed me to proceed with foreclosure action by advertisement and sale of your property located at 15 Opal Street, Pinedale, Wyoming, which property is described legally as follows:

LOT 9, BLOCK 1, REDSTONE FOURTH ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

You are hereby formally advised that Loan 940712220008305J and the note you executed on November 28, 1983, is in default. The mortgage securing that note is dated November 28, 1983 and was recorded in the Sweetwater County Clerk's Office on the 30th day of November, 1983, in Book 40, Page 653. Said Mortgage was assigned to Wyoming Community Development Authority on November 28, 1983 and the assignment is recorded on page 657 of Book 40 in the office of the Sweetwater County Clerk.

As of August 16, 1988, the total indebtedness, including principal, interest and late charges, less the reserve balance, is $59,464.43. That figure increases by $15.23 per day for each day the note remains in default. Copies of the note and mortgage are attached to this letter and incorporated herein by this reference.

You should consider this as formal notice of the Bank's intent to foreclose by advertisement and sale as provided in Wyoming Statute 34-4-101 et seq. You will receive no further direct notice. However, pursuant to Wyoming Statute 34-4-103, a legal notice, including your name, will appear in the Pinedale Roundup, of Pinedale, ten (10) days after your receipt of this letter. You should also be aware that the terms of the mortgage provide that you are obliged to

pay attorney's fees and other costs incurred in the foreclosure action.

Unless you dispute the validity of this debt within thirty days of your receipt of this notice, this firm will assume the debt to be valid. Enclosed are documents which verify the debt owed. Further, if you should request within those thirty days, we will send you the name of your original creditors, if different from our client.

The Federal Trade Commission has stated that the Fair Debt Collection Practices Act does not preclude institution of a legal action prior to the expiration of the aforementioned thirty-day period. Legal action may be instituted forthwith in the absence of payment or satisfactory payment arrangements.

Contact me if you have any questions.

Sincerely yours,

David E. Arnold

David E. Arnold

DEA:cp
Encl.

cc: Wyoming Community Development Authority

P 773 070 847
RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse)

Sent to Hanson	
Street and No Box 1112	
P O, State and ZIP Code Rimdale, Wy	
Postage	$ 2.00
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$ 2.00
Postmark or Date 8-332	

PS Form 3800, June 1985

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. *†(Extra charge)†*
2. ☐ Restricted Delivery *†(Extra charge)†*

3. Article Addressed to:
Craig + Michelle Hanson
P.O. Box 1112
Rimdale, Wy 82941

4. Article Number
P773070847

Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
X

6. Signature — Agent
X

7. Date of Delivery

8. Addressee's Address *(ONLY if requested and fee paid)*

PS Form 3811, Mar. 1987 * U.S.G.P.O. 1987-178-268 DOMESTIC RETURN RECEIPT

8-332

269

sine Law Office
P.O. Box 1152
prings, WY 82902-1152

Correction Requested

CERTIFIED

P 773 070 845

MAIL

RETURNED TO SENDER
REASON CHECKED
Unclaimed — Refused
Attempted-Not known
Insufficient Address
No such street — Moved
No such office in state
Do not forward in this envelope

RETURNED TO SENDER
NOT DELIVERABLE AS ADDRESSED — UNABLE TO FORWARD

President or Tenant
10 Opal Street
Pinedale, WY 82941

Claim Check No.
074947

☐ Hold

Date
AUG 19 1988

1ST Notice

2ND Notice

Return

Detached from PS Form 3849-A, Oct. 1985

Scorsine Law Office

1400 Dewar Drive, Suite 205
P.O. Box 1152
Rock Springs, Wyoming 82902-1152

(307) 382-8017
(307) 875-9542

John M. Scorsine

Michael J. Finn
David E. Arnold

August 18, 1988

Resident or Tenant
15 Opal Street
Pinedale, WY 82941

Certified Mail No. P773 070 845

Dear Resident or Tenant:

The purpose of this letter it is advise you that the Wyoming Community Development Authority is in the process of foreclosing upon the property of which you are a resident or tenant, of which Craig and Michelle Hanson are the record owners.

A copy of the letter sent to Craig and Michelle Hanson is enclosed. As you will note by the attached Mortgage, Craig and Michelle Hanson are the title record owners and Wyoming Community Development Authority is the Mortgagee.

As a resident or tenant, this may be a legal concern in regards to your own legal rights concerning your lease, etc.

You should consider this a formal notice of the Bank's intent to foreclose by advertisement and sale as provided in Wyo. Stat. 34-4-101 et seq.

Please feel free to contact me if you have any questions.

Sincerely,

David E. Arnold
Attorney at Law

DEA:cp
cc: Wyoming Community Development Authority
Enclosures

The State of Wyoming)
: ss.
County of Sweetwater)

AFFIDAVIT

I, David E. Arnold, being first duly sworn upon my oath depose and say:

1. That I am a resident of the State of Wyoming and an attorney admitted to practice in said State;

2. This Affidavit is made in compliance with and pursuant to the provisions of W.S. Section 34-4-112;

3. That I am the attorney for Wyoming Community Development Authority, Assignee of the mortgage herein.

4. That there is no agreement, express or implied, between himself and his client, Wyoming Community Development Authority, nor between himself and any other person for any sharing or division of the Five Hundred Seventy-Five and no/100 Dollars ($575.00) fee, which was charged only for compensation for services rendered for said foreclosure, except with associates of Scorsine Law Office, or other attorneys as they may hire to participate in the foreclosure action.

FURTHER, YOUR AFFIANT sayeth not.

David E. Arnold

David E. Arnold
Attorney at Law
1400 Dewar Drive, Suite 205
P.O. Box 1152
Rock Springs, WY 82902

The State of Wyoming)
: ss.
County of Sweetwater)

Subscribed and sworn to before me by David E. Arnold this 18 day of October, 1988.

Notary Public

My Commission Expires: 8-19-89.

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

JOINT AFFIDAVIT OF PERMISSIVE USE

COMES NOW Rex Poulson and Linda Poulson, Husband and Wife, doing business as The Great Outdoor Shop, hereinafter referred to as Poulson, and Few Investments, a Wyoming Partnership consisting of John Mortenson and Jarlath Mortenson, Husband and Wife, and Paul Stevens and Nancy Stevens, Husband and Wife, hereinafter referred to as the Partnership, the parties hereto, and being first duly sworn upon their oath, do depose and say:

1. That for some undetermined period of time Poulson has owned the property, which includes the Northern portions of lots 1 and 2 of Block 2 of the Feltner Addition of the Town of Pinedale, Wyoming, located immediately east of Elma Avenue in the Town of Pinedale, Wyoming, a copy of an unofficial map of such property, being attached hereto and marked as Exhibit "A" and incorporated herein.

2. That the Partnership recently purchased the Northern portion of Lot 4 of Block 1 of the Feltner Addition of the Town of Pinedale, Wyoming, immediately west of Elma Avenue in the Town of Pinedale, Wyoming, (Exhibit "A").

3. That Poulson has been using a portion of the Northeast corner of Lot 4, Block 1 of the Feltner Addition for parking of personal and customer vehicles as well as other unspecified uses, such property properly belonging to the Partnership.

4. That Poulson and the Partnership are fully aware of said encroachment by Poulson and that Poulson's predecessors and the Partnership's predecessors were fully aware of said encroachment by

0222374

RECORDED October 20 1988 11:35AM
IN BOOK Misc 54 PAGE 272
FEES $10.00 Mary L. Lawrence COUNTY CLERK
SUBLETTE COUNTY CLERK
by Barbara A. Walker

Poulson and Poulson's predecessors; that said encroachment was and is by mutual agreement and understanding between Poulson and Poulson's predecessors and the Partnership and its predecessors.

5. That at no time from the time such use was allowed on the property, until the present time has Poulson or Poulson's predecessors asserted nor does Poulson intend to assert any rights, title or interest to the land, which is part of Lot 4 of Block 1 of the Feltner Addition, of Pinedale, Wyoming, and was by permission and understood and agreed to be permissive and terminable at any time by request of the Partnership, its partners, or its predecessors.

Further affiants saith naught.

FEW INVESTMENTS, by:

John Mortenson

John Mortenson

Jarlath Mortenson

Jarlath Mortenson

Rex Poulson

Rex Poulson

Paul Stevens

Paul Stevens

Linda Poulson

Linda Poulson

Nancy Stevens

Nancy Stevens

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

Subscribed and sworn to before me by John Mortenson and Jarlath Mortenson, Husband and Wife, and Paul Stevens and Nancy Stevens, Husband and Wife, of Few Investments a Wyoming Partnership, this 30th day of September, 1988.

Witness my hand and official seal.

Deborah J. Vickrey
Notary Public

My Commission Expires:

Deborah J. Vickrey Notary Public
County of Sublette State of Wyoming
My Commission Expires 7/15/92

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

Subscribed and sworn to before me by Rex Poulson and Linda Poulson, Husband and Wife, this 12th day of September, 1988.

Witness my hand and official seal.

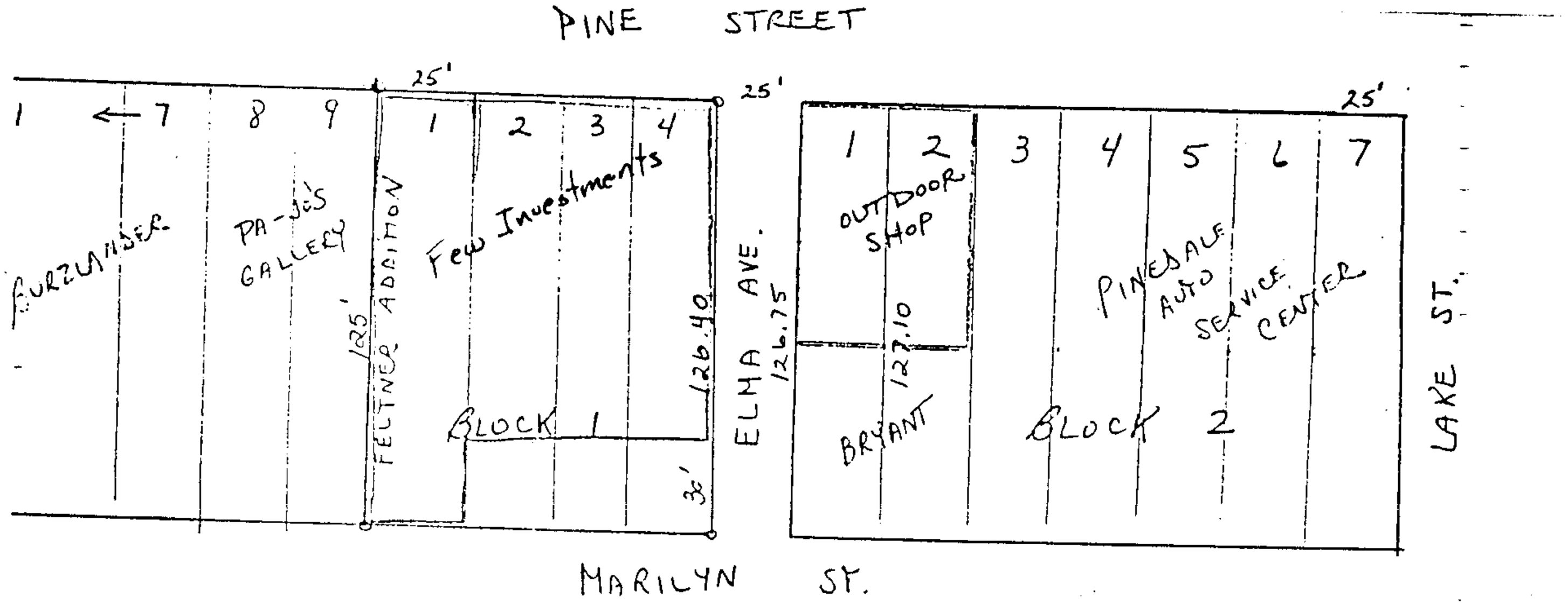
Aileen M. Bailey
Notary Public

My Commission Expires:

Sept 17, 1990

Aileen M. Bailey Notary Public
County of Sublette State of Wyoming
My Commission Expires Sept. 17, 1990

EXHIBIT "A"



STAKES – 4-5" BELOW

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

REDSTONE CORPORATION,

Plaintiff,

vs.

DAVID L. PETERSON and
BETTY B. PETERSON;
if any of the above named or
mentioned are deceased, then
all of the unknown heirs, devices,
legatees, creditors and successors
of such deceased person, and all
other persons claiming any estate
or interest in, or lien upon, the
real property and premises which
are the subject matter of this
action and are described herein,

Defendants.

Civil Action No. 3960

222375

RECORDED Oct. 20 19 88 2:30 P M
IN BOOK 54 Misc. PAGE 276
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

JUDGMENT AND DECREE

The above matter coming regularly on this day before the Honorable ROBERT B. RANCK, Judge of the District Court in and for the County of Sublette, State of Wyoming, the Plaintiff appearing by its attorney, RALPH E. WOOD, and the Defendants not appearing, either in person or by an attorney, and the Court having examined the service and record in said cause, having heard the evidence adduced by the Plaintiff and being now fully advised in the premises, finds as follows:

That Plaintiff's Complaint was filed in this Court on the 19th day of February 1988; that the cause is one of the actions enumerated in Rule 4(e), Wyoming Rules of Civil Procedure, in that it is an action brought for the purpose of obtaining a decree declaring, determining and establishing the rights and interests of the Plaintiff and Defendants in certain real property hereinafter described located in Sublette County, Wyoming; that service of Summons issued out of this Court was duly and regularly made by publication upon the Defendants to the action.

That the Defendants have failed in any manner to answer Plaintiff's Summons served and published as aforesaid, or otherwise appear, and the time for answering by the said Defendants having expired, the default of said Defendants have been and hereby is entered.

It further appearing the Plaintiff by its action seeks the decree of this Court declaring the invalidity of any asserted claim of the Defendants in and to the real property and interests in said Complaint and hereinafter described and to Quiet Title against the claims of the Defendants herein and that no reason exists why judgment should not now be entered against the said Defendants, the Court now being fully advised in the premises finds generally for the Plaintiff and against the Defendants upon the Plaintiff's Complaint and the issues of said cause; and the Court further finds that Plaintiff has sustained all the allegations of said Complaint by sufficient evidence; and the Court does finally find that said Defendants have no

FILED

OCT 17 1988

DIANE E. NEAL-SMITHLING
CLERK OF DISTRICT COURT
PINEDALE, WYO.

claim, right, title or interest of any kind to the real property hereinafter described,

NOW THEREFORE,

IT IS DECLARED, ORDERED, ADJUDGED AND DECREED:

1. That the Defendants have no claim whatsoever to any right, title interest or estate in the lands hereinafter described.

2. That Plaintiff, REDSTONE CORPORATION, is the true and lawful owner of all the real property and premeises described as:

> Lot No. Twenty-Seven (27), Warren Bridge Subdivision, 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;

3. That the title and possession of the said Plaintiff in and to the real property and premises hereinabove described is forever quieted and settled in said Plaintiff, free and clear of all right, title , lien, claim, estate, interest, or equity of said Defendants and any others claiming any interest therein by or through said Defendants.

4. That the Defendants are hereby forever enjoined and barred from setting up any right, title, interest, estate, or claim in or to the aforedescribed real property.

DATED this 14 day of October, 1988.

Robert B. Ranck

ROBERT B. RANCK
Judge of the District Court

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

I, DIANE E. NEAL SMITHLING, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND IN THE STATE AFORESAID, DO HEREBY CERTIFY THE FOREGOING TO BE FULL, TRUE AND COMPLETE COPY.

SIGNED Cathy Caton Deputy

[redacted] [redacted]

Lienholder National Supply Co.
Well Name Federal 20-20
County Sublette
State Wy
T27N-R.111W, Sec. 20 NE/4

FULL AND GENERAL RELEASE OF LIEN

STATE OF _____)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____)

WHEREAS, on the 26th day of March, 1984, the undersigned filed a Mechanics' and Materialmen's Lien Affidavit or Statement in the records of Sublette County, State of Wyoming, in Volume No. ___, Page ___, claiming a Mechanics' and Materialmen's Lien on the property therein described in the amount of $6872.14, together with a description of the oil and gas leasehold interest sought to be charged with the lien as set forth in the aforementioned recorded affidavit, with reference being hereby made to said recorded affidavit for all purposes; and

WHEREAS, in In re: Energetics, Inc., a Delaware corporation, EIN 84-0899587, Bankruptcy Case NO. 84-B 5326 M; and In re: Energetics Operating Company, a Colorado corporation, EIN 84-0608047, Bankruptcy Case No. 84-B 5325 M (jointly administered cases), on June 11, 1985, the United States Bankruptcy Court for the District of Colorado, confirmed the Second Amended Consolidated Plan of Reorganization (the "Plan") with the Order confirming the Plan becoming final and non-appealable on June 21, 1985;

NOW, THEREFORE, the undersigned, in consideration of the premises, and the cash received for its allowed claim, the receipt and sufficiency of which is hereby acknowledged does hereby release and discharge the Mechanics' and Materialmen's Lien as claimed or set forth in the aforementioned affidavit or statement, and does hereby declare that, as to any lawsuit filed to foreclose the lien claimed under the aforementioned lien affidavit or statement, the same shall be dismissed with prejudice at its expense.

0222390

RECORDED Oct. 21 19 88 3:00 P M
IN BOOK 54 Misc. PAGE 278
FEES $6.00 Mary C. Cankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mau Riley

279

Lienholder National Supply Co.
Well Name Federal 20-20
County Sublette
State WY

EXECUTED this 21st day of July, 1988.

ARMCO INC.

By: J. W. Albright
J. W. Albright, its Vice President

By: Sara Straight Wolf
Sara Straight Wolf, its Assistant Secretary

SEAL

STATE OF OHIO)
) ss.
COUNTY OF BUTLER)

Before me, a Notary Public in and for said state, on this 21st day of July, 1988, personally appeared J. W. Albright, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Vice President of Armco Inc. an Ohio corporation, and acknowledge to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Dorothy Jean Sherman
Notary Public in and for the
State of Ohio

(Print Name)

My commission expires:

DOROTHY JEAN SHERMAN, Notary Public
STATE OF OHIO
My Commission Expires October 17, 1991

STATE OF OHIO)
) ss.
COUNTY OF BUTLER)

Before me, a Notary Public in and for said state, on this 21st day of July, 1988, personally appeared Sara Straight Wolf, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Assistant Secretary of Armco Inc. an Ohio corporation, and acknowledge to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Dorothy Jean Sherman
Notary Public in and for the
State of Ohio

(Print Name)

My commission expires:

DOROTHY JEAN SHERMAN, Notary Public
STATE OF OHIO
My Commission Expires October 17, 1991

[redacted] [redacted]

Lienholder Nation[redacted]pply Co.
Well Name Esposito 40-20
County Sublette
State WY

T28N, R111W, Sec.20 NE/4

FULL AND GENERAL RELEASE OF LIEN

STATE OF _____)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____)

WHEREAS, on the 2nd day of April, 1984, the undersigned filed a Mechanics' and Materialmen's Lien Affidavit or Statement in the records of Sublette County, State of Wyoming, in Volume No. 54 Misc, Page 521, claiming a Mechanics' and Materialmen's Lien on the property therein described in the amount of $5,600.96, together with a description of the oil and gas leasehold interest sought to be charged with the lien as set forth in the aforementioned recorded affidavit, with reference being hereby made to said recorded affidavit for all purposes; and

WHEREAS, in In re: Energetics, Inc., a Delaware corporation, EIN 84-0899587, Bankruptcy Case NO. 84-B 5326 M; and In re: Energetics Operating Company, a Colorado corporation, EIN 84-0608047, Bankruptcy Case No. 84-B 5325 M (jointly administered cases), on June 11, 1985, the United States Bankruptcy Court for the District of Colorado, confirmed the Second Amended Consolidated Plan of Reorganization (the "Plan") with the Order confirming the Plan becoming final and non-appealable on June 21, 1985;

NOW, THEREFORE, the undersigned, in consideration of the premises, and the cash received for its allowed claim, the receipt and sufficiency of which is hereby acknowledged does hereby release and discharge the Mechanics' and Materialmen's Lien as claimed or set forth in the aforementioned affidavit or statement, and does hereby declare that, as to any lawsuit filed to foreclose the lien claimed under the aforementioned lien affidavit or statement, the same shall be dismissed with prejudice at its expense.

222391

RECORDED Oct. 21 1988 3:00 P M
IN BOOK 54 Misc. PAGE 280
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

281

Lienholder National Supply Co.
Well Name Esposito 40-20
County Sublette
State WY

EXECUTED this 21st day of July, 1988.

ARMCO INC.

By: J. W. Albright
J. W. Albright, its Vice President

By: Sara Straight Wolf
Sara Straight Wolf, its Assistant Secretary

SEAL

STATE OF OHIO)
) ss.
COUNTY OF BUTLER)

Before me, a Notary Public in and for said state, on this 21st day of July, 1988, personally appeared J. W. Albright, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Vice President of Armco Inc. an Ohio corporation, and acknowledge to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Dorothy Jean Sherman
Notary Public in and for the
State of Ohio

(Print Name)

My commission expires:

DOROTHY JEAN SHERMAN, Notary Public
STATE OF OHIO
My Commission Expires October 17, 1991

STATE OF OHIO)
) ss.
COUNTY OF BUTLER)

Before me, a Notary Public in and for said state, on this 21st day of July, 1988, personally appeared Sara Straight Wolf, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Assistant Secretary of Armco Inc. an Ohio corporation, and acknowledge to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Dorothy Jean Sherman
Notary Public in and for the
State of Ohio

(Print Name)

My commission expires:

DOROTHY JEAN SHERMAN, Notary Public
STATE OF OHIO
My Commission Expires October 17, 1991

[redacted] [redacted]

Lienholder Nation[redacted]dy Co.
Well Name Evans #40-29
County Sublette
State WY
T28N, R111W Sec. 29 NE/4

FULL AND GENERAL RELEASE OF LIEN

STATE OF _____)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____)

WHEREAS, on the 2nd day of April, 1984, the undersigned filed a Mechanics' and Materialmen's Lien Affidavit or Statement in the records of Sublette County, State of Wyoming, in Volume No. 44 Misc, Page 503, claiming a Mechanics' and Materialmen's Lien on the property therein described in the amount of $5,317.51, together with a description of the oil and gas leasehold interest sought to be charged with the lien as set forth in the aforementioned recorded affidavit, with reference being hereby made to said recorded affidavit for all purposes; and

WHEREAS, in In re: Energetics, Inc., a Delaware corporation, EIN 84-0899587, Bankruptcy Case NO. 84-B 5326 M; and In re: Energetics Operating Company, a Colorado corporation, EIN 84-0608047, Bankruptcy Case No. 84-B 5325 M (jointly administered cases), on June 11, 1985, the United States Bankruptcy Court for the District of Colorado, confirmed the Second Amended Consolidated Plan of Reorganization (the "Plan") with the Order confirming the Plan becoming final and non-appealable on June 21, 1985;

NOW, THEREFORE, the undersigned, in consideration of the premises, and the cash received for its allowed claim, the receipt and sufficiency of which is hereby acknowledged does hereby release and discharge the Mechanics' and Materialmen's Lien as claimed or set forth in the aforementioned affidavit or statement, and does hereby declare that, as to any lawsuit filed to foreclose the lien claimed under the aforementioned lien affidavit or statement, the same shall be dismissed with prejudice at its expense.

222382

RECORDED Oct. 21 1988 3:00 P M
IN BOOK 54 Misc PAGE 282
FEES $6.00 Mary C. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

283

Lienholder National Supply Co.
Well Name Esposito 40-29
County Tuscarawas
State Ohio

EXECUTED this 21st day of July, 1988.

ARMCO INC.

By: _____, its Vice President

By: _____, its Assistant Secretary

SEAL

STATE OF OHIO)
) ss.
COUNTY OF BUTLER)

Before me, a Notary Public in and for said state, on this 21st day of July, 1988, personally appeared _____, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Vice President of Armco Inc. an Ohio corporation, and acknowledge to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

_____
Notary Public in and for the
State of Ohio

_____ (Print Name)

My commission expires:

DOROTHY JEAN SHERMAN, Notary Public
STATE OF OHIO
My Commission Expires October 17, 1991

STATE OF OHIO)
) ss.
COUNTY OF BUTLER)

Before me, a Notary Public in and for said state, on this 21st day of July, 1988, personally appeared Sara Straight Wolf, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Assistant Secretary of Armco Inc. an Ohio corporation, and acknowledge to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

_____
Notary Public in and for the
State of Ohio

_____ (Print Name)

My commission expires:

DOROTHY JEAN SHERMAN, Notary Public
STATE OF OHIO
My Commission Expires October 17, 1991

[redacted] [redacted]

Lienholder Natio[redacted]pply
Well Name Veaf Fed. 10-20
County Sublette
State WY
T28N, R111W, Sec. 20 NW/4

FULL AND GENERAL RELEASE OF LIEN

STATE OF _____)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____)

WHEREAS, on the 26th day of March, 1984, the undersigned filed a Mechanics' and Materialmen's Lien Affidavit or Statement in the records of Sublette County, State of Wyoming, in Volume No. _____, Page _____, claiming a Mechanics and Materialmen's Lien on the property therein described in the amount of $5,548.08, together with a description of the oil and gas leasehold interest sought to be charged with the lien as set forth in the aforementioned recorded affidavit, with reference being hereby made to said recorded affidavit for all purposes; and

WHEREAS, in In re: Energetics, Inc., a Delaware corporation, EIN 84-0899587, Bankruptcy Case NO. 84-B 5326 M; and In re: Energetics Operating Company, a Colorado corporation, EIN 84-0608047, Bankruptcy Case No. 84-B 5325 M (jointly administered cases), on June 11, 1985, the United States Bankruptcy Court for the District of Colorado, confirmed the Second Amended Consolidated Plan of Reorganization (the "Plan") with the Order confirming the Plan becoming final and non-appealable on June 21, 1985;

NOW, THEREFORE, the undersigned, in consideration of the premises, and the cash received for its allowed claim, the receipt and sufficiency of which is hereby acknowledged does hereby release and discharge the Mechanics' and Materialmen's Lien as claimed or set forth in the aforementioned affidavit or statement, and does hereby declare that, as to any lawsuit filed to foreclose the lien claimed under the aforementioned lien affidavit or statement, the same shall be dismissed with prejudice at its expense.

0222398

RECORDED Oct. 21 1988 4:00 P M
IN BOOK 54 Misc. PAGE 284
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

285

Lienholder National Supply Co.
Well Name Deal Fed. 10-26
County Sublette
State WY

EXECUTED this 21st day of July, 1988.

ARMCO INC.

By: _____
J. W. Albright, its Vice President

By: _____
Sara Straight Wolf its Assistant Secretary

SEAL

STATE OF OHIO)
) ss.
COUNTY OF BUTLER)

Before me, a Notary Public in and for said state, on this 21st day of July, 1988, personally appeared J. W. Albright, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Vice President of Armco Inc. an Ohio corporation, and acknowledge to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

_____
Notary Public in and for the
State of Ohio

_____ (Print Name)

My commission expires:
DOROTHY JEAN SHERMAN, Notary Public
STATE OF OHIO
My Commission Expires October 17, 1991

STATE OF OHIO)
) ss.
COUNTY OF BUTLER)

Before me, a Notary Public in and for said state, on this 21st day of July, 1988, personally appeared J. W. Albright, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Assistant Secretary of Armco Inc. an Ohio corporation, and acknowledge to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

_____
Notary Public in and for the
State of Ohio

_____ (Print Name)

My commission expires:
DOROTHY JEAN SHERMAN, Notary Public
STATE OF OHIO
My Commission Expires October 17, 19[redacted]

[redacted] [redacted]

Lienholder Data [redacted] Supply Co.
Well Name Chorney Fed. 30-21
County Sublette
State WY
T 28N, R111W
Sec. 21 SW/4

FULL AND GENERAL RELEASE OF LIEN

STATE OF _____)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____)

WHEREAS, on the _____ day of _____, 198___, the undersigned filed a Mechanics' and Materialmen's Lien Affidavit or Statement in the records of Sublette County, State of Wyoming, in Volume No._____, Page _____, claiming a Mechanics' and Materialmen's Lien on the property therein described in the amount of $5051.54, together with a description of the oil and gas leasehold interest sought to be charged with the lien as set forth in the aforementioned recorded affidavit, with reference being hereby made to said recorded affidavit for all purposes; and

WHEREAS, in In re: Energetics, Inc., a Delaware corporation, EIN 84-0899587, Bankruptcy Case NO. 84-B 5326 M; and In re: Energetics Operating Company, a Colorado corporation, EIN 84-0608047, Bankruptcy Case No. 84-B 5325 M (jointly administered cases), on June 11, 1985, the United States Bankruptcy Court for the District of Colorado, confirmed the Second Amended Consolidated Plan of Reorganization (the "Plan") with the Order confirming the Plan becoming final and non-appealable on June 21, 1985;

NOW, THEREFORE, the undersigned, in consideration of the premises, and the cash received for its allowed claim, the receipt and sufficiency of which is hereby acknowledged does hereby release and discharge the Mechanics' and Materialmen's Lien as claimed or set forth in the aforementioned affidavit or statement, and does hereby declare that, as to any lawsuit filed to foreclose the lien claimed under the aforementioned lien affidavit or statement, the same shall be dismissed with prejudice at its expense.

222399

RECORDED Oct. 21 1988 4:00 P M
IN BOOK 54 Misc. PAGE 286
FEES $ 6.00 Mary C. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

287

Lienholder National Supply Co.
Well Name Chorney Fed 30-21
County Sublette
State Wy

EXECUTED this 21st **day of** July, **1988.**

ARMCO INC.

By: J. W. Albright
J. W. Albright, **its** Vice President

By: Sara Straight Wolf
Sara Straight Wolf, **its** Assistant Secretary

SEAL

STATE OF OHIO)
) **ss.**
COUNTY OF BUTLER)

Before me, a Notary Public in and for said state, on this 21st day of July, 1988, personally appeared J. W. Albright, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Vice President of Armco Inc. an Ohio corporation, and acknowledge to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Dorothy Jean Sherman
Notary Public in and for the
State of Ohio

(Print Name)

My commission expires:
DOROTHY JEAN SHERMAN, Notary Public
STATE OF OHIO
My Commission Expires October 17, 1991

STATE OF OHIO)
) **ss.**
COUNTY OF BUTLER)

Before me, a Notary Public in and for said state, on this 21st day of July, 1988, personally appeared J. W. Albright, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Assistant Secretary of Armco Inc. an Ohio corporation, and acknowledge to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Dorothy Jean Sherman
Notary Public in and for the
State of Ohio

DOROTHY JEAN SHERMAN, Notary Public (Print Name)

My commission expires:

STATE OF OHIO
My Commission Expires October 17, 1991

Da [redacted] orst
P. [redacted] 701342
Tulsa, OK 74170

[redacted]

File [redacted]

AGREEMENT

FOR AND IN CONSIDERATION OF Dan Mordhorst and Joe Cassody having revealed to me the fact that there is a fund of money or other assets which may be due me from an estate, or sources, as well as in further consideration of one dollar and their time, effort, and expense in investigating and endeavoring to procure proof of relationship and interest therein, I, W. D. FARR do hereby grant, convey, transfer and assign unto the said Dan Mordhorst and Joe Cassody an undivided fifty percent of my right, title, and interest in and to said fund or money, property, real or personal or other assets, that is held in suspense or in a dormant account from any source, for any reason. This agreement assigns fifty percent of the dormant asset that generated the dormant account. This agreement excludes personal bank accounts, if any.

THE PROPERTY REAL AND/OR PERSONAL conveyed by this Agreement will be disclosed and described in an Addendum, which will be made a part of this Agreement after execution of this Agreement.

IT IS UNDERSTOOD THAT I shall not be liable for any expenses incurred by said Dan Mordhorst and Joe Cassody in investigating and procuring proof of my relationship nor shall I be liable to pay them any fee or compensation except as provided above. Dan Mordhorst and Joe Cassody shall pay whatsoever costs in establishing this claim.

FAILURE TO RECOVER PROPERTY: If Dan Mordhorst and Joe Cassody fails to recover any property for the Client, Dan Mordhorst and Joe Cassody shall receive nothing for its services and this Agreement shall be of no further force and effect.

I DO HEREBY APPOINT, Mona Cassody as Attorney-In-Fact for the limited purpose of executing Transfer or Division Orders, Assignments, Deeds, handling dormant accounts, and auditing and collecting dormant funds to accomplish the division of the property above and limited to this special event(s). I agree to execute such deeds or assignments as may be deemed reasonably necessary to ratify the above conveyances. I also agree to grant a preferential right of purchase, if any. I further agree that all of the above shall be binding upon my executors, administrators, heirs, and assigns.

Important -- If there are any exceptions add same: n/a

EXECUTED this 5th day of October, 19 88.

X _____
W. D. Farr

X 523-10-6571
Social Security Number

_____
Dan Mordhorst

_____
Joe Cassody

222413 (ACKNOWLEDGEMENT)

RECORDED Oct. 24 19 88 11:15 A M
IN BOOK 54 Misc. PAGE 288
FEES $6.00 Mary L. Canford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Mona Riley

STATE OF Colorado)
)
COUNTY OF Weld)

ON THIS 5h day of October, 19 88, before me, a Notary Public in and for the County and State aforesaid, personally appeared W.D. Farr known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same, and the said person being by me first duly sworn, did severally declare that he executed said instrument freely and voluntarily, with full knowledge of all the contents thereof and as for the objects and purposed therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Nancy L. Clark
Notary Public

My Commission Expires November 16, 1991

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STATE OF Oklahoma)
) SS. ACKNOWLEDGEMENT FOR INDIVIDUAL
County of Tulsa)

Before me, the undersigned, a Notary Public, within and for said county and State, on this 5th day of October, 1988, personally appeared W. D. Farr to me personally 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.

IN WITNESS THEREOF, I have hereunto set my hand and official seal the day and year last above written.



Debby Luthy
Notary Public

My Commission expires: 4-18-92

ADDENDUM

Attached hereto and made a part of Agreement dated Oct. 5, 1988 between W. D. Farr, Dan Mordhorst, and Joe Cassody covering escheated funds and monies held at oil and gas purchasers and minerals covering the following:

Lots 5 to 16, inclusive, Section 7, Township 28 North, Range 113 West; all Section 1, Township 28 North, Range 114 West; SE/4 of Section 32, Township 29 North, Range 113 West, of the 6th Principal Meridian, Wyoming containing 1,159.20 acres; Sublette County, Wyoming

ASSUMPTION AGREEMENT

WITHOUT RELEASE

WHEREAS, American National Bank of Rock Springs loaned James E. Lever, Julie V. Lever and Gary P. Lever the sum of FORTY FIVE THOUSAND FOUR HUNDRED FOURTEEN and 50/100 DOLLARS ($45,414.50), evidenced by Note and Mortgage dated July 5, 1988, and recorded JULY 6, 1988, in Book 49, page 387, in Sweetwater County, Wyoming; and,

WHEREAS, said Borrowers have sold said property to the undersigned Purchasers and said Purchasers desire to assume and agree to pay said indebtedness and perform all the obligations under said Loan Contract, and said Association is willing to consent to said transfer of title and assumption of said indebtedness, but is not willing to release said Borrowers from their present liability on said note and mortgage;

THEREFORE, in consideration of the mutual covenants and agreements herein contained, IT IS HEREBY AGREED as follows:

1. The Association does hereby consent to the sale and conveyance of said premises by the aforesaid Borrowers to said Purchasers.

2. The Purchasers do hereby assume and agree to pay said mortgage indebtedness, evidenced by said note and mortgage, and to perform all of the obligations provided therein, it being agreed and understood that as of this date said indebtedness is FORTY FIVE THOUSAND FOUR HUNDRED FOURTEEN AND 50/100 DOLLARS ($45,414.50) and that the interest rate shall be 11¼ % per annum, and that monthly payments shall be made beginning the 5th day of November, 1988, in the sum of Four Hundred Eighty-Four and 40/100---------- Dollars ($484.40) per month, to be applied first to interest and the balance to principal until said indebtedness is paid in full, and that, in addition, said Purchasers will pay the sum of N/A DOLLARS ($_____), estimated to be sufficient to pay taxes and insurance on said property, which estimate may be revised, making a total current payment of _____ DOLLARS ($_____) per month. **

3. The Borrowers agree that their present liability under said mortgage loan shall not be impaired, prejudiced or affected in any way whatsoever by this Agreement, or by sale or conveyance of said premises, or by the assumption by the Purchasers of said mortgage loan, or by any subsequent change in the terms, time, manner or method of payment of said indebtedness, or any part thereof, contracted by the Association and the Purchasers of the transferees of the Purchasers, whether or not such changes or such transfers have been consented to by the Borrowers.

This assumption by said Purchasers is joint and several and shall bind them, their heirs, personal representatives, successors and assigns.

** Taxes and insurances will be the sole responsibility of the borrower. The bank provides no provision for escrowing for payment of these items.

0222440

RECORDED Oct. 27 19 88 3:30 PM
IN BOOK 54 Misc. PAGE 291
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

IN WITNESS WHEREOF, the parties have hereunto executed this instrument this 5 day of October, 1988.

James E. Lever

Daniel T. Murphy

Julie V. Lever

Joan W. Murphy

Gary P. Lever

By:

ATTEST:

Commission expires Jan 16, 1989

~~Secretary~~

AFFIDAVIT

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

ANDREW C. MORRIS, being duly sworn, deposes and says that:

1. He is familiar with the documents listed below which are located in Township 29 North, Range 113 West, Section 2: SW/4NW/4, Section 3: NE/4SE/4, Sublette County, Wyoming. The lease involved is Federal lease W-01763.

   (a) Oil and Gas Lease W-01763, dated September 1, 1950, between Mrs. Luna C. Wootton, Lessee, and the United States of America, Lessor.

   (b) Assignment of Oil and Gas Lease, dated July 3, 1951, effective November 15, 1951, between Luna C. Wootton, Assignor, and Big Piney Oil and Refining Company, Assignee.

   (c) Assignment Affecting Record Title to Oil and Gas Lease, dated December 20, 1955, effective January 1, 1956, between Big Piney Oil and Refining Company, Assignor, and Big Piney Oil and Uranium Company, Assignee.

   All of these documents are listed in the attached Exhibit "A" to this Affidavit.

2. For the purposes of invoking the legal protections of constructive notice under the Wyoming recording acts of said documents listed above, attached hereto, affiant has executed this Affidavit which he will cause to be recorded in the records of the Sublette County Recorder, State of Wyoming.

Subscribed and sworn to before me this 19th day of October, 1988.

"AFFIANT"

Andrew C. Morris

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 19th day of October, 1988, by Andrew C. Morris.

Witness my hand and official seal.

5-17-92
My Commission Expires

Notary Public
Cheryl A Haugen
Address: 1801 California Street
Suite 4800
Denver, Colorado 80202

C. A. HAUGEN NOTARY PUBLIC 2030H

222468

RECORDED Oct. 31 1988 10:00 A.M.
IN BOOK 54 Misc. PAGE 293
FEES $2.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

DEPARTMENT OF THE INTERIOR

UNITED STATES LAND OFFICE

SALT LAKE, UTAH

SERIAL NUMBER

ASSIGNMENT OF OIL AND GAS LEASE

THIS INDENTURE WITNESSETH:

That the undersigned, Luna O. Hatton, is the lessee and holder of an oil and gas lease issued by the United States on August 22nd, 1950, for Salt Lake City, Utah, described as follows, to-wit:

The Southwest quarter of the Northwest quarter of Section 23; and the Northeast quarter of the Southeast quarter of Section 22, Township 2S North, Range 1E West of the S.L.M., Utah, and 80 acres.

For and in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned does hereby grant, bargain, sell, assign and convey unto

NOV 15 1951

Approved

Assistant Acting Supervisor Manager

Luna O. Hatton.
LESSEE.

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

Personally appeared before me this 6th day of November, 1951, Luna O. Hatton, known to me to be the person named in and who executed the foregoing assignment, and who duly acknowledged to me that she executed the same as her free and voluntary act and deed.

Gladys Wray
NOTARY PUBLIC
Residing at Salt Lake City, Utah

My Commission Expires
Oct. 16, 1954

Fee Paid – Receipt No 24992-

294

15

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Form No. 4-1175
(July 1951)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

TO BE FILLED IN BY LESSEE
Receipt No. .....
The following to be filled in by land office when new serial number is required:
New Serial No. .....

OFFICE STAMP
DEC 1955

Office Cheyenne, Wyoming
Serial No. 01763
Date of Lease Sept. 1st, 1950

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above,

for good and valuable consideration does hereby assign to Big Piney Oil and Uranium Company
(Name of assignee)

.....

the record title and interest of the lessee in the lease embraced in such lease as specified below, granting and granting to assignee rights and privileges conferred in such lease to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands affected by this assignment:

The northeast ¼ (NE¼) of Southeast ¼ (SE¼) of Section 3, twp. 29 North Range 113 West, 6th P.M. Total area 80 acres. Also the SW¼ of NW¼ of Sec. 2 twp. 29 N R. 113W 6th P.M. Sublette Co. Wyoming.

2. Interest of assignor in such lands Entire interest in the lease.
3. Extent of such interest conveyed to assignee All
4. Overriding royalty reserved herein to assignor None
(See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved None
(State percentage only)

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

Executed and witnessed this 20th day of November December 1955.

WITNESS:

[signature]

Big Piney Oil and Refining Company
(Assignor's name)
by [signature], President
306 Phillips Petroleum Bldg.
Salt Lake City, Utah
(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States. Name if an ..... Nationality .....
Corporation or other legal entity (specify which) A corporation of Utah
2. Assignee's total interests directly or indirectly in oil and gas leases in the same State (including the acreage in this assignment) do not exceed the amount specified by law.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity is authorized as shown by statements attached hereto.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.10, and item 6 of the Instructions is made by the attachments hereto.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (a) as to oil: 15 barrels or less and (b) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

Executed and witnessed this 20th day of November December 1955.

WITNESSES:

[signature]
(Name and address)

(Name and address)

Big Piney Oil and Uranium Company
(Assignee's name)
by [signature], President
306 Phillips Petroleum Bldg.
Salt Lake City, Utah
(Address)

Assignment approved effective JAN 1 1956

THE UNITED STATES OF AMERICA

By [signature]
(Signing officer)

Manager, Land Office
(Title)

NOTE.—18 U. S. C. sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

NOTE.—This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 192.141 (a).

16—64594-1

Form 4-213
(December 1949)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Wyo
Serial 01763

Section 17 Sale

LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, AS AMENDED

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the SEP 1 - 1950 day of by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and **Mrs. Luna C. Wootton,**

135 Yale Avenue, Salt Lake City, Utah,

party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof, WITNESSETH:

SECTION 1. Rights of Lessee.—That the lessor, in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits except helium gas in or under the following-described tracts of land situated in the **Big Piney** field:

T. 2 N., R. 113 W., 6th P.M., Wyoming,
Sec. 2, $S\frac{1}{2}NW\frac{1}{4}$;
Sec. 3, $NE\frac{1}{4}SE\frac{1}{4}$;

containing 120 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur.

SEC. 2. In consideration of the foregoing, the lessee hereby agrees:

(a) Bonds.—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) If the lease is issued noncompetitively, to furnish a bond in a sum double the amount of the $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an approved operator of the lease is accepted.

16—60705-4

8/24 50 - Entered 54-P 215 - Pub

12

Until a general lease bond is filed a noncompetitive lessee will be required to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In all other cases where a bond is not otherwise required, a $1,000 bond must be filed for compliance with the lease obligations not less than 90 days before the due date of the next unpaid annual rental, but this requirement may be successively dispensed with by payment of each successive annual rental not less than 90 days prior to its due date.

(b) Cooperative or unit plan.—Within 30 days of demand, or if the land is within an approved unit plan, in the event such a plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) Wells.—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor or lands of the United States leased at a lower royalty rate, or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined under instructions of said Secretary; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may require to insure diligence in the development and operation of the property.

(d) Rentals and royalties.—(1) To pay the rentals and royalties set out in the rental and royalty schedule attached hereto and made a part hereof.

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas; due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices and to other relevant matters; and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced. The lessee shall not be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Royalties shall be subject to reduction on the entire leasehold or on any portion thereof segregated for royalty purposes if the Secretary of the Interior finds that the lease cannot be successfully operated upon the royalties fixed herein, or that such action will encourage the greatest ultimate recovery of oil or gas or promote conservation.

(e) Contracts for disposal of products.—Not to sell or otherwise dispose of oil, gas, natural gasoline, and other products of the lease except in accordance with a contract or other arrangement first approved by the Director of the Geological Survey or his representative, such approval to be subject to review by the Secretary of the Interior but to be effective unless and until revoked by the Secretary or the approving officer, and to file with such officer all contracts or full information as to other arrangements for such sales.

16—60705-1

(f) Statements, plats, and reports.—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amounts used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands and a report with respect to stockholders, investment, depreciation, and costs.

(g) Well records.—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof to the lessor when required.

(h) Inspection.—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

(i) Payments.—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Treasurer of the United States, such payments to be tendered to the manager of the district land office in the district in which the lands are located or to the Director of the Bureau of Land Management if there is no district land office in the State in which the lands are located.

(j) Diligence—Prevention of waste—Health and safety of workmen.—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the operating regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purposes of such orders at the lessee's cost: Provided, that the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) Taxes and wages—Freedom of purchase.—To pay when due, all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) Nondiscrimination.—Not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and to require an identical provision to be included in all subcontracts.

(m) Assignment of oil and gas lease or interest therein.—To file within 90 days from the date of final execution any instrument of transfer made of this lease, or any interest therein, including assignments of record title, working or royalty interests, operating agreements and subleases for approval, such instrument to take effect upon its final approval by the Director, Bureau of Land Management, as of the first day of the lease month following the date of filing in the proper land office.

(n) Pipe lines to purchase or convey at reasonable rates and without discrimination.—If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line,

16—50705-4

operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act.

(o) Reserved deposits.—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) Reserved or segregated lands.—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) Overriding royalties.—To limit the obligation to pay overriding royalties or payments out of production in excess of 5 percent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(r) Deliver premises in cases of forfeiture.—To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3. The lessor expressly reserves:

(a) Rights reserved—Easements and rights-of-way.—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) Disposition of surface.—The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therefrom.

(c) Monopoly and fair prices.—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) Helium.—Pursuant to section 1 of the act, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

(e) Taking of royalties.—All rights pursuant to section 36 of the act, to take royalties in amount or in value of production.

16—50705-2

[redacted] er 1949) [redacted] [redacted]

(f) Casing.—All rights pursuant to section 40 of the act to purchase casing and lease or operate valuable water wells.

(g) Fissionable materials.—Pursuant to the provisions of the act of August 1, 1946 (Public Law 585, 79th Congress) all uranium, thorium, or other material which has been or may hereafter be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby.

SEC. 4. Drilling and producing restrictions.—It is covenanted and agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

SEC. 5. Surrender and termination of lease.—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the regulations and the terms of the lease, to be accompanied by a statement that all wages and moneys due and payable to the workmen employed on the land relinquished have been paid.

SEC. 6. Purchase of materials, etc., on termination of lease.—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor or another lessee may, if the lessor shall so elect within 3 months from the termination of the lease, purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen: pending such election all equipment shall remain in normal position. If the lessor, or another lessee, shall not within 3 months elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within a period of 90 days thereafter to remove from the premises all the material, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells. Any materials, tools, machinery, appliances, structures, and equipment, including casing in or out of wells on the leased lands, shall become the property of the lessor, on expiration of the period of 90 days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

SEC. 7. Proceedings in case of default.—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or make default in the performance or observance of any of the terms, covenants, and stipulations hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, as amended, and all materials, tools, machinery, appliances, structures, equipment, and wells shall thereupon become the property of the lessor, except that if said lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular

16—50705-4

cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

SEC. 8. Heirs and successors in interest.—It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

SEC. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom: and the provisions of section 3741 of the Revised Statutes of the United States, and sections 431, 432, and 433, title 18, United States Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.

By _____

Assistant Director, Bureau of Land Management

_____

Witnesses to signature of lessee.

_____

Lessee.

SCHEDULE "B"
RENTALS AND ROYALTIES

Rentals. - To pay the lessor in advance on the first day of the month in which the lease issued and for each lease year thereafter prior to a discovery of oil or gas on the leased lands, a rental of $1.00 per acre.

Minimum royalty. - To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1.00 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1.00 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

Royalty on production. - To pay the lessor the following royalty on production removed or sold from the leased lands:

(1) When the average production for the calendar month in barrels per well per day is

not over					50	the royalty shall be		12.5	per	cent;	
over	50	but not	over	60	"	"	"	13	"	"	
"	60	"	"	70	"	"	"	14	"	"	
"	70	"	"	80	"	"	"	15	"	"	
"	80	"	"	90	"	"	"	16	"	"	
"	90	"	"	110	"	"	"	17	"	"	
"	110	"	"	130	"	"	"	18	"	"	
"	130	"	"	150	"	"	"	19	"	"	
"	150	"	"	200	"	"	"	20	"	"	
"	200	"	"	250	"	"	"	21	"	"	
"	250	"	"	300	"	"	"	22	"	"	
"	300	"	"	350	"	"	"	23	"	"	
"	350	"	"	400	"	"	"	24	"	"	
"	400				"	"	"	25	"	"	

(2) On gas, including inflammable gas, helium, carbon dioxide and all other natural gases and mixtures thereof, and on natural or casinghead gasoline and other liquid products obtained from gas; when the average production of gas per well per day for the calendar month does not exceed 5,000,000 cubic feet, 12½ per cent; and when said production of gas exceeds 5,000,000 cubic feet, 16-2/3 per cent of the amount or value of the gas and liquid products produced, said amount or value of such liquid products to be net after an allowance for the cost of manufacture.

The average production per well per day for oil and for gas shall be determined pursuant to 30 C.F.R., Part 221, Oil and Gas Operating Regulations.

In determining the amount or value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.

222471

RECORDED OCT. 31 19 88 10:50 A.M.
IN BOOK 54 MISC. PAGE 503
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF)
)
SYLVIA O. TRONQUET,) Probate No. 1254
)
deceased.)

ORDER APPROVING FINAL REPORT AND ACCOUNTING
AND
DECREE OF DISTRIBUTION

WHEREAS, LETTY JENSEN, petitioner herein, the duly qualified and acting personal representative of the estate of SYLVIA O. TRONQUET, deceased, did file her final report and accounting and petition for distribution with this court on the 24th day of August, 1988, asking the court for its approval of the report and accounting and for its decree of distribution;

1-

The court has examined the files and records herein and finds that Notice of Final Settlement of Estate was mailed to all beneficiaries as set forth in the will of the decedent on the 25th day of August, 1988, as more fully appears by the affidavit of STEVEN MACKEY herein and that no objections were filed to the final account and petition;

2-

That SYLVIA O. TRONQUET died testate on or about the 19th day of December, 1987, a resident of the County of Sublette and State of Wyoming, and left estate in said county as hereinafter set forth;

FILED

OCT 25 1988

DIANE E. NEAL-SMITHLING
CLERK [redacted]T COURT

3-

That on the 28th day of January, 1988, the last will and testament of SYLVIA O. TRONQUET was admitted to probate;

4-

Letters testamentary were duly issued upon said estate to said LETTY JENSEN on the 28th day of January, 1988, and said LETTY JENSEN has been since that date and is now the duly appointed, qualified and acting executrix of said estate and by law the personal representative thereof;

5-

That Notice of Probate of said estate was duly published on the 11th, 18th and 25th days of February, 1988, in The Pinedale Roundup, a newspaper printed and published in the County of Sublette and State of Wyoming; proof of said publication appears by the affidavit of the publisher of said newspaper on file herein, and further said notice was mailed to all beneficiaries of the decedent and proof of said mailing appears by the affidavit of STEVEN MACKEY, attorney for the said personal representative, on file with the clerk of court herein; 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;

6-

That the time for filing creditor claims expired on May 11, 1988, and no claims have been filed;

7-

That the decedent left no surviving spouse;

8-

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;

9-

That the decedent by her said last will and testament did give, devise and bequeath unto EDITH M. MUSGROVE, ONE-THIRD (1/3) of her estate; unto ANTONE M. TRONQUET, ONE-THIRD (1/3) of her estate, and unto GARY G. JENSEN, LAURA FAY LOZIER and MARILYN KAY PENTON each ONE-NINTH (1/9) of her said estate;

10-

That the residue of property on hand now and available for distribution in accordance with the decedent's will is as follows:

Personal property -

1- ONE-FIFTH (1/5) of that certain promissory note dated the 4th day of April, 1978, made payable by J. THOMAS JOHNSTON and JANE H. JOHNSTON unto IRA E. SANDLIN in the principal sum of $260,400, and interest as provided therein, the unpaid principal balance of said note being the sum of $172,606.32 and 1/5 thereof being the sum of $34,521.26, together with accrued and accruing interest, BUT SUBJECT, NEVERTHELESS, TO repayment of the loan extended by LETTY JENSEN, personal representative, to the estate in amount of $2,026.54, together with interest accruing thereon at the rate of 10% per annum from the 24th day of August, 1988;

2- Real estate mortgage dated the 4th day of April, 1978, executed by J. Thomas Johnston and Jane H. Johnston unto Ira E. Sandlin as security for the aforesaid promissory note and covering the following described lands and real estate situate in the County of Sublette and State of Wyoming, to-wit:

Township 32 North, Range 108 West of the Sixth Principal Meridian

Section 4 - Lots 2 and 3, SW/4 NE/4

Township 33 North, Range 108 West of the Sixth Principal Meridian

Section 26 - SW/4
Section 34 - SE/4 NE/4, N/2 SE/4, SE/4 SE/4
Section 35 - W/2

TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights, improvements and appurtenances thereunto appertaining

Real property -

AN UNDIVIDED ONE-TENTH (1/10) INTEREST in the oil, gas and other minerals situate in, upon or underlying the following described lands and real estate situate in the County of Sublette and State of Wyoming, to-wit:

Township 32 North, Range 108 West of the Sixth Principal Meridian

Section 4 - Lots 2 and 3, SW/4 NE/4

Township 33 North, Range 108 West of the Sixth Principal Meridian

Section 26 - SW/4
Section 34 - SE/4 NE/4, N/2 SE/4, SE/4 SE/4
Section 35 - W/2

TOGETHER WITH a right of ingress and egress to said lands to prospect for, mine and remove said minerals, SUBJECT TO -

any outstanding mineral leases

NOW, THEREFORE, upon the motion of STEVEN MACKEY as attorney for LETTY JENSEN, 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 said final report and accounting heretofore filed by LETTY JENSEN as personal representative of the estate be and the same is hereby approved, settled and allowed;

2-

That the sum of $2,026.54 together with interest at the rate of 10% per annum from and after the 24th day of August, 1988, next payable under the aforesaid promissory note of J. THOMAS JOHNSTON and JANE H. JOHNSTON be and the same is hereby distributed, assigned and set over unto the aforesaid LETTY JENSEN;

3-

LETTY JENSEN, the personal representative, is hereby allowed the sum of $18 as fee for recording a certified copy of this decree in the office of the Sublette County Clerk;

4-

That the residue of the estate of SYLVIA O. TRONQUET, deceased, together with any and all other property of the decedent or of the decedent's estate, or in which the decedent or the decedent's estate held any interest whatsoever, not presently known but which may be hereafter discovered, be and the same is hereby distributed and set over unto the following-named residuary devisees and legatees under the last will and testament of said SYLVIA O. TRONQUET, deceased, in the shares as set forth below, to-wit:

Name	Relation-ship	Residence	Share
EDITH M. MUSGROVE	daughter	Apartment # 1 174 East 4500 South Murray, Utah 84107	1/3
ANTONE M. TRONQUET	son	Box 115 Saguache, Colorado 81149	1/3
GARY G. JENSEN	grandson	Boulder, Wyoming 82923	1/9
LAURA FAY LOZIER	granddaughter	Pinedale, Wyoming 82941	1/9
MARILYN KAY PENTON	granddaughter	Pinedale, Wyoming 82941	1/9

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- ONE-FIFTH (1/5) of that certain promissory note dated the 4th day of April, 1978, made payable by J. THOMAS JOHNSTON and JANE H. JOHNSTON unto IRA E. SANDLIN in the principal sum of $260,400, and interest as provided therein, the unpaid principal balance of said note being the sum of $172,606.32 and 1/5 thereof being the sum of $34,521.26, together with accrued and accruing interest, BUT SUBJECT, NEVERTHELESS, TO repayment of the loan extended by LETTY JENSEN, personal representative, to the estate in amount of $2,026.54, together with interest accruing thereon at the rate of 10% per annum from the 24th day of August, 1988;

2- Real estate mortgage dated the 4th day of April, 1978, executed by J. Thomas Johnston and Jane H. Johnston unto Ira E. Sandlin as security for the aforesaid promissory note and covering the following described lands and real estate situate in the County of Sublette and State of Wyoming, to-wit:

Township 32 North, Range 108 West of the Sixth Principal Meridian

Section 4 - Lots 2 and 3, SW/4 NE/4

Township 33 North, Range 108 West of the
Sixth Principal Meridian

Section 26 - SW/4
Section 34 - SE/4 NE/4, N/2 SE/4,
SE/4 SE/4
Section 35 - W/2

TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights, improvements and appurtenances thereunto appertaining

Real property -

AN UNDIVIDED ONE-TENTH (1/10) INTEREST
in the oil, gas and other minerals situate in, upon or underlying the following described lands and real estate situate in the County of Sublette and State of Wyoming, to-wit:

Township 32 North, Range 108 West of the
Sixth Principal Meridian

Section 4 - Lots 2 and 3, SW/4 NE/4

Township 33 North, Range 108 West of the
Sixth Principal Meridian

Section 26 - SW/4
Section 34 - SE/4 NE/4, N/2 SE/4,
SE/4 SE/4
Section 35 - W/2

TOGETHER WITH a right of ingress and egress to said lands to prospect for, mine and remove said minerals, SUBJECT TO -

any outstanding mineral leases

6-

PROVIDED, NEVERTHELESS, THAT the aforesaid promissory note of J. THOMAS JOHNSTON and JANE H. JOHNSTON shall be held by said LETTY JENSEN in her possession until the aforesaid sum of $2,026.54 together with interest at the rate of 10% per annum from and after the 24th day of August, 1988, has been paid unto said LETTY JENSEN in the manner as hereinabove set forth, and thereafter said promissory note

shall be distributed and set over and become the property of all the aforesaid residuary devisees and legatees in the shares as above indicated; the personal representative shall attach an endorsement to the said promissory note to effect the terms and purposes hereof and further the personal representative shall attach an assignment to the mortgage heretofore described to effect the terms and purposes hereof which said assignment shall immediately be recorded in the office of the Sublette County Clerk by the personal representative;

7-

The personal representative is hereby directed to record a certified copy of this decree in the office of the Sublette County Clerk immediately;

8-

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 22 day of Oct, 1988.

Robert B. Ranck
ROBERT B. RANCK, District Judge

THE STATE OF WYOMING)
COUNTY OF SUBLETTE)

I, DIANE E. [illegible] CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND THE STATE AFORESAID, DO HEREBY CERTIFY THE FOREGOING TO BE FULL, TRUE AND COMPLETE COPY.

SIGNED Cathy Caton Deputy

LEASE AGREEMENT

THIS AGREEMENT made and entered into as of the 24th day of August, 1988, by and between GEORGE L. BARP and EDYTHE L. BARP, of P.O. Box 490, Big Piney, Wyoming 83113, hereinafter referred to as LESSOR; and SUBLETTE COUNTY SCHOOL DISTRICT NO. 9, STATE OF WYOMING, of Big Piney, Wyoming, hereinafter referred to as LESSEE.

W I T N E S S E T H:

WHEREAS, LESSOR is the owner of premises containing structures and equipment utilized by LESSOR for the last number of years to provide student transportation to LESSEE in Big Piney, Wyoming, and

WHEREAS, LESSEE desires to now provide transportation services for its students and requires a location and equipment to do so; and

WHEREAS, the parties desire to enter into an agreement to lease property of LESSOR for use by the LESSEE in student transportation.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, LESSOR and LESSEE agree as follows:

1. Real Estate and Equipment to be Leased:

a. Real Estate to be Leased: LESSOR leases to LESSEE the real property and all the structures and improvements thereon situated in the Town of Big Piney, County of Sublette, State of Wyoming, more particularly described as follows:

> Lot 1, Norris First Addition to the Town of Big Piney, Sublette County, Wyoming, consisting of 2.775 acres, more or less, subject to all reservations and encumbrances of record.

b. Equipment to be Leased:

(1) Eighteen (18) school buses, identified as follows:

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RECORDED Nov. 1 IN 88 10:00 A.M.
IN BOOK 54 Misc. PAGE 311
FEES $26.00 Mary C. Crawford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Year	Make	Model	VIN
1977	Ford	B611D	B61IDCY73937
1978	Ford	B601D	B60DVBJ0861
1978	Ford	S342A	S34AHCE9456
1980	GMC	TB 6P042	T16PAAV589839
1981	Ford		1FDNB60HXBVA10061
1981	Ford		1FDNB60H5BVA10064
1981	Ford		1FDNB60H3BVA10063
1981	Ford		1FDNB60H1BVA10062
1982	GMC		1GDK6P1BOCV581034
1982	Ford		1FDPB70H6CVA01227
1982	Ford		1FDPB70H8CVA01228
1982	Ford		1FDPB70HXCVA01229
1983	Ford		1FDJE34G4DHB05075
1983	Ford		1FDNB70H8DVA26168
1983	Ford		1FDNB70H1DVA26173
1983	Chevrolet		1G8GK26J8DF149127
1983	Ford		1FBHE21G7DHB93125
1984	Dodge		2B5WB31W8EK230439

(2) All of the personal property and equipment contained on the premises as specified in Exhibit "A" attached hereto and incorporated by reference.

2. Purpose of the Lease: LESSEE shall occupy and use the demised premises for repairing, reconditioning, servicing, and storing school buses and other items of transportation necessary for student transportation or for any other lawful purpose.

3. Term and Rent: LESSEE shall have possession of the demised premises and the equipment and personal property above described for a term of five (5) years commencing August 25, 1988 and terminating August 24, 1993, unless terminated by LESSEE at the end of any fiscal year of LESSEE occurring prior thereto in accordance with paragraph 15, or unless otherwise terminated as provided in paragraph 18. LESSEE shall pay to LESSOR as rent for the premises and equipment, monthly installments of $7,876.06 on the 1st day of each month commencing September 1, 1988 and continuing on the 1st day of each month thereafter during the term of this lease. LESSEE shall pay a late charge of 1.5% of any installment due when such installment is not paid within twenty (20) days of the date it is due.

4. Taxes: In addition to all other charges, LESSEE shall pay all present or future sales, use and other taxes, license fees, registration or assessments, or property taxes, now or hereafter imposed by state, federal or local governments, in connection with the rental, use and operation of the demised premises and vehicles and equipment herein noted; provided, however, 1988 ad valorem taxes upon the real property, improvements and property described in Exhibit "A" shall be prorated so that LESSEE pays one-third (1/3) and LESSOR pays two-thirds (2/3) of such taxes.

5. Assignment and Sublease: LESSEE shall not assign this lease or sublet the premises to another party without the express written approval of LESSOR, which approval shall not be unreasonably withheld.

6. Insurance: LESSEE shall carry fire and extended coverage insurance on the demised premises and the equipment described in Exhibit "A" and shall provide fire and theft insurance upon the motor vehicles which are subject to this lease, all during the term of the lease. Fire, extended coverage and theft insurance shall be in an amount equal to the replacement value of the insured property and shall be written by a liability insurer with both LESSOR and LESSEE as "named insureds". Should LESSEE fail to provide sufficient insurance or for any other reason coverage fails of the demised premises, equipment or motor vehicles, then LESSEE becomes the insurer of the property. Proceeds of insurance paid by reason of fire or casualty loss shall at the option of LESSEE either be used to repair or replace the property insured or may be applied upon the rents in inverse order of the date due.

7. Utilities: LESSEE shall contract for all utility services required on the premises in the name of LESSEE and shall be liable for payment of all utilities and services received.

8. Repairs and Maintenance: LESSEE shall at its expense maintain the premises and keep them in as good condition and repair as when received, ordinary wear and tear excepted. LESSEE shall further keep, use and maintain the vehicles and equipment in a careful manner so as to not unreasonably expose them to damage, wear and depreciation. LESSEE shall provide all necessary and proper maintenance, upkeep, repair and operational costs for the vehicles and the equipment.

9. Alterations and Fixtures: All alterations and fixtures installed by LESSEE in the demised premises shall be and remain the property of the LESSEE and may be removed by it at any time during the term of this lease or at the expiration thereof. Any such fixtures remaining in the premises after the expiration of the term of this lease shall be deemed abandoned by LESSEE and shall become the property of LESSOR. Any damage to the demised premises caused by the removal of such fixtures shall be repaired by LESSEE.

10. Substitutions: LESSEE shall have the right to substitute any item described in Exhibit "A, or any of the vehicles described (the title of the motor vehicles shall be transferred and deposited in escrow as in paragraph 11 provided). LESSEE shall, however, replace or substitute items only with an item or items of equivalent or greater value and in as good or better condition as is provided to LESSEE at the time of entering into this lease agreement.

11. Motor Vehicles - Escrow: LESSOR shall assign and transfer to LESSEE the title to the eighteen motor vehicles described in paragraph 1b of this agreement. LESSEE shall cause

the titles to be issued in the name of LESSEE and shall then deposit such titles, with reassignments to LESSOR, in escrow at the First Wyoming Bank-Big Piney, in Big Piney, Wyoming, or with such other escrow agent as may from time to time be mutually agreed. LESSEE shall at all times have the right to remove a title or titles and the reassignment thereof to LESSOR from the escrow and to replace that title or titles with a certificate of title of a motor vehicle or vehicles of equal or greater fair market value, provided, however, ten (10) days advance notice of the substitution shall be given to LESSOR. If LESSOR does not object within the ten (10) day period, the escrow agent shall substitute the certificates of title as noticed. If there is any dispute concerning the value of the vehicle to be substituted, the National Automobile Dealers Association "wholesale" book value shall control, and in the event there is no such "book" value, the value shall be determined by arbitration as in paragraph 22 provided.

12. Removal of Titles from Escrow: LESSEE shall in addition to its right to substitute titles in accordance with paragraphs 10 and 11 of this Agreement, also remove one vehicle title and the reassignment thereof from the escrow without any substitution at the conclusion of each two-month period that this Agreement is in effect. LESSEE is not obligated to remove a title at the end of each two-month period and may elect not to remove any titles until such time as it is beneficial or necessary to the School District. For example, the LESSEE may elect not to remove any titles for a period of six months, after which it may elect to remove three titles from the escrow.

13. Non-Liability of Lessor for Damages: LESSOR shall not be liable for liability or damage claims for any injury to

persons or property from any cause relating to the occupancy of the premises or use of the vehicles and equipment by LESSEE, including those arising out of damages or losses occurring on any areas adjacent to the leased premises during the term of this lease or any extension thereof. LESSEE shall provide liability insurance with LESSOR as a named insured insuring against loss or other damage claims or obligations resulting from any such injuries or losses.

14. Examination of Premises: LESSEE shall examine the premises prior to the execution of this lease and thereby acknowledges that the demised premises are in satisfactory condition at the time LESSEE enters into possession of the premises. LESSOR has made no representations to LESSEE relating to the condition of the premises, except as provided in this lease agreement.

15. Expiration of Lease: Upon expiration of the lease agreement, LESSEE shall deliver possession of the demised premises and the equipment to LESSOR and shall instruct the escrow agent to deliver the motor vehicle titles to LESSOR if the option to purchase is not exercised. The condition of the returned premises and equipment shall be the following minimums:

a. Buses must be in good operating condition in all respects.

b. 50% tire tread on all tires.

c. Clutch, transmission and engine in good repair.

d. All glass and seats in good repair.

e. The demised premises and the improvements thereon shall be in as good condition as when received, ordinary wear and tear excepted.

f. All personal property listed in Exhibit "A" shall be in as good condition as received, ordinary wear and tear excepted.

16. Termination by Lessee:

a. In the sole event of non-appropriation, LESSEE shall have the right to terminate this lease, in whole but not in part, in the manner and subject to the terms specified in this paragraph 16. LESSEE may effect such termination by giving LESSOR a written notice of termination and by paying to LESSOR any rental payments which are due and have not been paid at or before the date of termination. In the event of termination of this lease as provided in this paragraph 16, LESSEE shall deliver possession of the premises and equipment to LESSOR in accordance with paragraph 15 and shall assign, transfer or release its interest in the property and equipment within ten (10) days after the termination of the lease.

b. LESSEE intends to continue the agreement and to pay all monthly payments. LESSEE reasonably believes that legally available funds of an amount sufficient to make all monthly payments can be obtained. LESSEE further intends to obtain and maintain funds from which the monthly payments and payments for all necessary insurance and maintenance of the equipment may be made. LESSEE shall in good faith propose that its Board of Trustees each year include a provision for such payments to the extent necessary in the annual budget submitted and adopted in accordance with applicable provisions of state law. In the event sufficient funds shall not be appropriated for payment of the rents required to be paid within the next occurring fiscal year and, if LESSEE does not have adequate funds available for such purpose from other sources, LESSEE may terminate this agreement at the end of the current fiscal year, provided LESSOR is given

notice of such termination sixty (60) days in advance of the day the termination is effective. LESSEE agrees that it will not terminate this agreement if sufficient funds are appropriated by it for the acquisition, retention or operation of premises or equipment performing functions similar to the equipment for the fiscal period in which such termination occurs.

c. Upon termination of this lease as provided in subparagraph b. of this paragraph 16, LESSEE shall not be responsible for the payment of any additional rental payments coming due after the date of termination, but if LESSEE has not delivered possession of the premises and equipment to LESSOR in accordance with paragraph 15 and conveyed to LESSOR or released its interest in the premises and equipment within ten (10) days after the termination of the lease, the termination shall nevertheless be effective but LESSEE shall be responsible for the payment of damages in an amount equal to the amount of the rental payments thereafter coming due which are attributable to the number of days after such ten (10) day period during which LESSEE fails to take such actions, and shall also be liable for any other loss suffered by LESSOR as a result of LESSEE'S failure to take such actions as required.

17. Default or Breach: The following events shall constitute a default or breach of this lease by LESSEE:

a. If LESSEE shall fail to pay LESSOR any rent or additional rent when the rent shall become due and shall not make the payment within fifteen (15) days after notice thereof from LESSOR to LESSEE.

b. If LESSEE shall fail to perform or comply with any of the conditions of this lease and if the non-performance shall continue for a period of fifteen (15) days after notice thereof by LESSOR to LESSEE, or if performance cannot be reasonably had

within the fifteen (15) day period, LESSEE shall not in good faith have commenced to perform within the fifteen (15) day period and shall not diligently proceed to completion of performance.

c. If LESSEE shall vacate or abandon the demised premises.

d. If this lease or estate of LESSEE hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein provided.

18. Effect of Default: In the event of any default hereunder, a setforth in Section 16 above, the rights of LESSOR shall be as follows:

a. LESSOR shall have the right to cancel and terminate this lease, as well as all of the right, title and interest of the LESSEE hereunder, by giving to LESSEE not less than fifteen (15) days notice of the cancellation and termination. On expiration of the time fixed in the notice, this lease and the right, title, and interest of the LESSEE hereunder, shall terminate in the same manner and with the same force and effect, except as to LESSEE'S liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

b. LESSOR may elect, but shall not be obligated, to make any payment required of LESSEE herein or comply with any agreement, term, or condition required hereby to be performed by LESSEE, and LESSOR shall have the right to enter the demised premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by the LESSOR shall not be deemed to waive or release the default of LESSEE or

the right of LESSOR to take any action as may be otherwise permissible hereunder in the case of any default.

c. Upon termination of this lease LESSOR may reenter the premises immediately and remove the property and personnel of LESSEE, and store the property in a public warehouse or at a place selected by LESSOR, at the expense of LESSEE, and recover from LESSEE all damages proximately caused from the breach, including the costs of recovering the premises. LESSOR shall also have the right to repossess all personal property, vehicles and equipment described in Exhibit "A" and in this lease under the remedies allowed secured parties in the Wyoming UCC.

19. Attorney Fees: The LESSOR and LESSEE each agree that should they default in any of the covenants and agreements contained herein, that the defaulting party shall pay all costs and expenses including a reasonable attorney's fee which may arise or accrue from enforcing this agreement or in obtaining possession of the premises covered hereby or in pursuing any remedy provided hereunder or by the statutes of the State of Wyoming whether such remedy is pursued by filing a suit or otherwise.

20. Entire Agreement: This agreement contains the entire agreement between the parties and shall be governed and construed in accordance with the laws of the State of Wyoming. Time is of the essence of this agreement.

21. Option to Purchase: LESSOR hereby grants to LESSEE the right and option to purchase the demised premises, vehicles and equipment described in Exhibit "A" of the agreement for the cash sum of $500.00. This option to purchase is granted on the following terms and conditions:

a. LESSEE shall have promptly paid all rent and other charges due under this agreement for the full term of the lease agreement.

b. LESSEE shall exercise this option by giving LESSOR written notice at least sixty (60) days prior to the expiration of the lease agreement. Promptly upon receipt of notice LESSOR shall provide to LESSEE a commitment for an owner's title insurance policy upon the real property showing good and merchantable title vested in LESSOR.

c. LESSEE shall pay LESSOR the option price on or before the last day of the term of this lease agreement.

d. Upon payment of the option price, LESSOR shall execute and deliver all documents necessary to transfer and convey ownership of the demised premises, the equipment and the personal property and inventory described in Exhibit "A", to LESSEE, as is, where is, free and clear of all liens and encumbrances created by LESSOR, and shall provide to LESSEE an owner's title insurance policy insuring good and merchantable title to the demised premises.

e. The parties hereto shall execute and record a memorandum lease agreement setting forth and describing the demised premises and setting forth the term of the lease to be filed with the County Clerk of Sublette County, Wyoming.

22. Arbitration: Disputes between LESSOR and LESSEE relating to the provisions of this lease shall be arbitrated. The parties shall each select an arbitrator and the two arbitrators selected shall together select a third arbitrator. The three arbitrators shall determine the dispute and their decision shall be binding on the parties. The parties shall divide the costs and fees of the arbitrators equally between them.

23. Binding Effect: This lease and the covenants and agreements hereof shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

GEORGE L. BARP

EDYTHE L. BARP

SUBLETTE COUNTY SCHOOL DISTRICT NO. 9, STATE OF WYOMING

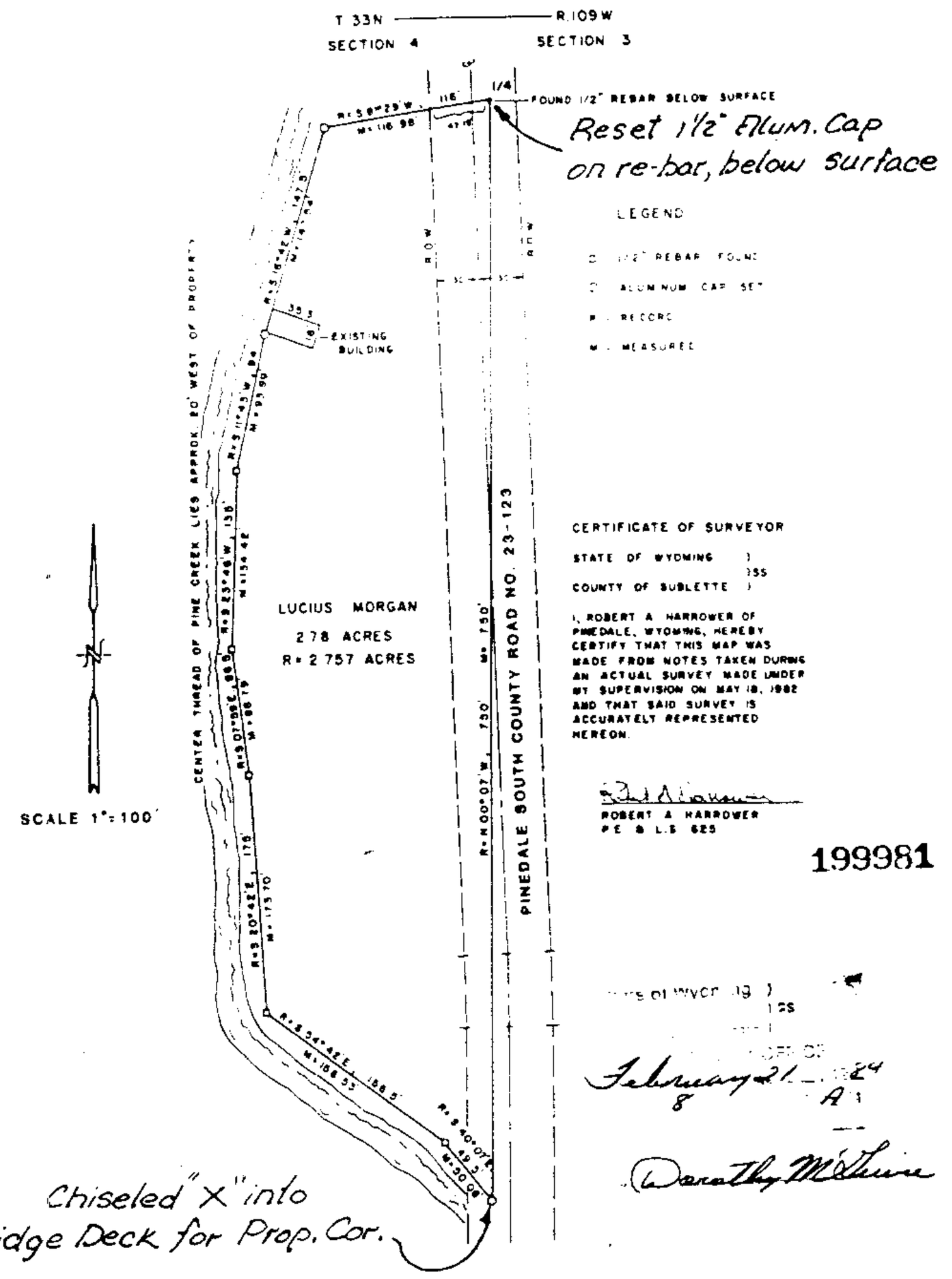
By: _____
President,
Board of Trustees

ATTEST:

_____
Clerk

Lori J. Nugent Notary Public
County of Sublette State of Wyoming
My Commission Expires May 21, 1991

322



CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
)SS
COUNTY OF SUBLETTE)

I, ROBERT A HARROWER OF PINEDALE, WYOMING, HEREBY CERTIFY THAT THIS MAP WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY SUPERVISION ON MAY 18, 1982 AND THAT SAID SURVEY IS ACCURATELY REPRESENTED HEREON.

ROBERT A HARROWER
P.E. & L.S. 625

199981

...s of Wyoming)
...ss
...ty of
...ROWER
February 21, 1984
8 A.M.

Dorothy McClure

RIO VERDE
Engineers · Surveyors
Environmental Planners
PINEDALE WYOMING

SURVEY FOR LUCIUS MORGAN
TRACT IN NE.1/4, SE.1/4 SEC 4
T33N, R109W, SIXTH PRINCIPAL MERIDIAN
SUBLETTE COUNTY, WYOMING

DATE 2/6/84
JO.817
SHEET 1 of 1

CERTIFICATE OF SURVEYOR

I, Skylar V. Wilson, of Pinedale, Wyoming, Professional Land Surveyor No. 4274, hereby certify that whereas roadway reconstruction of Wyoming State Highway Department Project Number BROS 2300(1) caused the obliteration of the southeast and northeast property corner monuments on property belonging to Lucius Morgan, and whereas it is the intent and desire of the Wyoming State Highway Department to reestablish said corner locations, therefore monuments were set at the original locations (as determined from ties made before monuments were set at the original locations (as determined from ties made before construction), and are shown on the above plat copy.

Skylar V. Wilson, PLS

Professional Land Surveyor
SKYLAR V. WILSON
4274
Date 11/1/88
WYOMING

State of Wyoming)
)ss
County of Sublette)

The foregoing instrument was acknowledged before me by SKYLAR V. WILSON, this 1ST day of NOVEMBER, 1988.

Witness my hand and official seal.

Robert W. Maxam
Notary Public
County of
State of Wyoming
My Commission Expires
Nov. 24, 1991

222496

Robert W. Maxam, Notary Public

RECORDED Nov. 1 1988 2:24 P.M.
IN BOOK 54 Misc. PAGE 322
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: [redacted] Deputy

IN THE DISTRICT COURT OF SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

GOOD LAND AND CATTLE, a Wyoming corporation, Plaintiff, vs. JOHN W. DARNALL, III Defendant.	)	Civil Action 3994

DEFAULT JUDGMENT

THE ABOVE CAPTIONED MATTER comes before this Court for a Default Judgment. The Plaintiff is represented by William H. Twichell of MASON & TWICHELL, P.C., and the Defendant has failed to enter an appearance in the above-captioned matter. The Court having examined the service of process and being now fully advised in the premises, finds:

1. The Plaintiff's Complaint was filed in this Court on June 14, 1988.

2. That an affidavit in support of service by publication was filed by Plaintiff's attorney stating that Defendant resides outside of the State of Wyoming and cannot be served a summons in the State of Wyoming. Furthermore, the affidavit stated the last know address of the Defendant as John W. Darnall, III, 999 East Baseline Road #2323, Tempe, Arizona 85283. Said affidavit further stated that this action is to quite title to real property as provided by Rule 4(e)(1)(i) of W.R.C.P.

3. That an affidavit signed by Todd Adams, who is the editor of the Pinedale Roundup, was filed with the Clerk of Court stating that Notice, a copy of which is attached to the affidavit, was published in four consecutive issues of said paper. The first publication being on the 16th day of June and the last publication thereof on the 7th day of July, 1988.

4. Pursuant to the W.R.C.P. Rule 4(f) the Clerk of the District Court for the County of Sublette, State of Wyoming, mailed a copy of the first service of publication taken from the Pinedale Roundup by Restricted Delivery Certified Mail Return

0222499

RECORDED Nov. 1 1988 4:20PM
IN BOOK 54 Misc. PAGE 323
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mac Kelly 323

FILED
NOV 1 1988
DIANE E. NEAL-SMITHLING
CLERK OF DISTRICT COURT
PINEDALE, WYO

Receipt to John W. Darnall, III, 999 East Baseline Road #2323, Tempe, Arizona 85283.

5. That more than thirty days has elapsed since the 7th day of July, 1988, the last day of publication in the Pinedale Roundup and no answer or other pleading has been filed by the Defendant in the above-captioned action.

6. That the Plaintiff, by its complaint, seeks to quiet title to real property and interest therein and hereinafter described as against the Defendant herein named, that no reason exists why judgment should not be entered against said Defendant, and the Court having examined the evidence presented by the Plaintiff and now being fully advised in the premises, finds generally for the Plaintiff and against the Defendant upon Plaintiff's Complaint; the Court does further find that the Defendant has no claim, right, title, or interest in or to the real property as hereinafter described nor does said Defendant have any claim, right, title, or interest in or to the Installment Sales Contract referred to and attached to Plaintiff's Complaint filed herein.

IT IS THEREFORE ORDERED, DECLARED, ADJUDGED, AND DECREED:

1. That Plaintiff, Good Land and Cattle, a Wyoming corporation, is the owner of good and valid title covering the following described property situated in Sublette County, State of Wyoming, as hereinafter set forth, to-wit:

> Township 37 N., Range 110 W.
> Section 2: NE¼SE¼, consisting of approximately 40 acres, more or less,
>
> All appurtenances, improvements, water, ditches and canal rights thereto as appertain to the above described property. "Appurtences" shall include, but is not limited to, all stock, watering facilities, including tanks, pumps, pipes, etc., together with all fences, barns, sheds, corrals, houses, etc., such as may exist.

2. That the right, title, interest and estate of Plaintiff as hereinabove declared and adjudicated, in and to said property be and the same are hereby quieted as against any and all claims, demands or pretensions of the Defendant to any right, title, interest or estate of any kind.

3. That the Defendant, John W. Darnall, III, be and he is

hereby forever enjoined and barred from setting up any right, title, interest, or estate whatsoever in said property, said estate or any part thereof.

4. That the Plaintiff is entitled to immediate possession of the property as hereinbefore identified and that if the Defendant is still in possession of said property he is hereby ordered to vacated said property and tender possession to said property immediately to the Plaintiff.

5. That any and all funds and money paid to the Plaintiff by the Defendant for the subject property pursuant to the Installment Sales Contract entered into between the Plaintiff and the Defendant, is hereby declared the sole possession of the Plaintiff as and for liquidated damages and Defendant's interest in and to the Installment Sales Contract entered into between the Plaintiff and the Defendant pertaining to the property hereinbefore described is hereby terminated.

6. Plaintiff is entitled to costs in the sum of THIRTY DOLLARS ($30.00).

7. That Plaintiff is entitled to attorney's fees in the sum of THREE HUNDRED SIXTY-NINE DOLLARS ($369.00).

Dated this 1st day of ~~October~~ Nov, 1988.

Robert B. Ranck

Robert B. Ranck, District Judge

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

I, DIANE E. [illegible], 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 CORRECT COPY.

SIGNED Cathy Cotton Deputy

10.00
17726

CERTIFICATE OF LIMITED PARTNERSHIP

OF

MORGAN LIMITED PARTNERSHIP

FILED IN CLERK'S OFFICE
Salt Lake County Utah

OCT 27 1988

H. Dixon Hindley, Clerk 3rd Dist. Court
By LaDeen Rasmussen
Deputy Clerk

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

The undersigned, parties desiring to form a limited partnership, do hereby swear and certify as follows:

a) The name of the Partnership is MORGAN LIMITED PARTNERSHIP, a Limited Partnership.

b) The character of the business of the Partnership shall be to conduct oil, gas and other natural resource exploration and development and to engage in any and all other lawful business activities permitted under the laws of the State of Utah.

c) The location of the principal place of business of the Partnership is 160½ Walker ~~Bank Building~~, Salt Lake City, Utah. Center J.P. Hmd D.M.D. E.M.T.

d) The name and place of residence of the General Partner is as follows:

NAME	PLACE OF RESIDENCE
John H. Morgan, Jr.	160½ Walker ~~Bank Building~~ Center J.P. Hmd E.M.T D.M.D Salt Lake City, Utah 84111

e) The name and place of residence of each of the Limited Partners in the Partnership is as follows:

NAME	PLACE OF RESIDENCE
John H. Morgan, Jr.	160½ Walker ~~Bank Building~~ Center J.P. Hmd E.M.T. D.M.D Salt Lake City, Utah 84111
Helen Morgan Leech	2181 Clayborne Salt Lake City, Utah 84109
Erma Todt	1963 Longview Drive Salt Lake City, Utah 84117
Dawn M. Delvie	3800 South 2780 East Salt Lake City, Utah

f) The term for which the Partnership is to exist is for one year after organization and thereafter from year to year

222507

RECORDED Nov. 2 1988 11:05AM
IN BOOK 54 Misc. PAGE 326
FEES 10.00 Mary C. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

until terminated as provided by law or as provided by the Articles of Limited Partnership.

g) The amount of cash and a description of and the agreed values of the other property contributed by each Limited Partner are as follows:

John H. Morgan, Jr.	$5,000.00
Helen Morgan Leech	$5,000.00
Erma Todt	$5,000.00
Dawn M. Delvie	$5,000.00

h) No additional contribution has been agreed upon to be made by any Limited Partner at the present time.

i) The contribution of any Limited Partner is to be returned at the end of any accounting year after at least 12 months prior written notice or upon termination and liquidation of the Partnership.

j) The share of the profits, or the other compensation by way of income, which each of the Limited Partners shall receive by reason of his or her contribution is equal to his or her proportionate share of the total capital accounts, which upon creation of the partnership is as follows:

LIMITED PARTNERS	
John H. Morgan, Jr.	20%
Helen Morgan Leech	20%
Erma Todt	20%
Dawn M. Delvie	20%

k) Without the prior consent of the General Partner, no Limited Partner has the right to substitute an assignee as contributor in his or her place.

l) The General Partner may admit one or more additional Limited Partners, which additional Limited Partners, unless donees of a part of the Partnership interest of the General Partner, shall be required, as a condition to being admitted as a Limited Partner, to contribute to the capital of the Partnership such amount of cash or other marketable properties as may be necessary to avoid diluting the interests of the existing Limited Partners.

m) There is no right given to one or more of the Limited Partners to priority over any other Limited Partner as to contributions or as to compensation by way of income.

n) Upon the death or incapacity of a General Partner, the remaining and/or substituted General Partner shall have the right to continue the Partnership business or to wind up and liquidate the Partnership. Upon the death or incapacity of John

H. Morgan, Jr., the then living children of John H. Morgan, Sr. who are then Limited Partners, shall become General Partners. There is no provision with respect to continuation of the Partnership business upon the retirement of a General Partner.

o) No Limited Partner has been given the right to demand and receive property other than cash in return for his contribution.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this 25 day of Aug, 1988.

GENERAL PARTNER:

John H. Morgan, Jr.
John H. Morgan, Jr

LIMITED PARTNERS:

John H. Morgan, Jr.
John H. Morgan, Jr.

Helen Morgan Leech
Helen Morgan Leech

Erma Todt
Erma Todt

Dawn M. Delvie
Dawn M. Delvie

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

On the 25th day of August, 1988, personally appeared before me, John H. Morgan, Jr., Helen Morgan Leech, Erma Todt ~~and Dawn M. Delvie~~, the signers of the foregoing Certificate of Limited Partnership, who duly acknowledged to me that they executed the same.

J. Michael B
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

NOTARY PUBLIC
J. MICHAEL BENNION
STATE OF UTAH

My Commission Expires:
1 & 2/10/89

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

On the 25th day of October, 1988, personally appeared before me, Dawn M. Delvie, a signer of the foregoing Certificate of Limited Partnership, who duly acknowledged to me that she executed the same.

NOTARY PUBLIC
J. MICHAEL BENNION
STATE OF UTAH

My Commission Expires:
12/10/89

J. Michael B—
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

STATE OF UTAH }
COUNTY OF SALT LAKE } ss

I, THE UNDERSIGNED, CLERK OF THE DISTRICT COURT OF SALT LAKE COUNTY, UTAH, DO HEREBY CERTIFY THAT THE ANNEXED AND FOREGOING IS A TRUE AND FULL COPY OF AN ORIGINAL DOCUMENT ON FILE IN MY OFFICE AS SUCH CLERK.

WITNESS MY HAND AND SEAL OF SAID COURT THIS 27th DAY OF October 1988

H. DIXON HINDLEY, CLERK
BY Vaden Rasmussen DEPUTY

DISTRICT COURT SEAL STATE OF UTAH

THE STATE OF WYOMING)
: ss.
COUNTY OF SWEETWATER)

222522

IN THE MATTER OF THE ESTATE)
OF THOMAS LEMARR, JR.,)
Deceased.)

IN THE DISTRICT COURT
THIRD JUDICIAL DISTRICT
PROBATE NO. P 88-18

RECORDED Nov. 3 1988 1:23 PM
IN BOOK 54 Misc. PAGE 330
FEES 14.00 Mtg. & Land Fee COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Marie Riley

DECREE OF FINAL SETTLEMENT OF ACCOUNT AND ORDER OF DISTRIBUTION

Jack E. Hansen, Sr., Administrator With Will Annexed of the estate of Thomas LeMarr, Jr., deceased, having heretofore rendered and filed herein a full account and report of his 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 Thomas LeMarr, Jr. died testate on December 17, 1987, at Rock Springs, Sweetwater County, Wyoming, and left estate subject to probate in the Counties of Sweetwater and Sublette, State of Wyoming, consisting of real and personal property.

2. That on March 29, 1988, after due proof, this Court made and entered an order admitting the Holographic Will of Thomas LeMarr, Jr. to probate and appointing petitioner as Administrator With Will Annexed of said estate; that petitioner thereafter duly qualified as such Administrator, 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 Administrator has received and expended the following amounts:

RECEIPTS

9/30/88	Rock Springs National Bank - Interest	$ 201.29
	Total Receipts	$ 201.29

DISBURSEMENTS

9/8/88	Jackman Refuse Services - Garbage removal	$ 18.00
	Pacific Power - Electricity	25.47
	Utah Power - Electricity	13.28
	Mountain Fuel Supply - Gas	19.77
	Dr. William V. Pryich - Medical	95.40
9/9/88	Rock Springs National Bank - Search fee	1.75
9/11/88	Rock Springs Municipal Utility - Water	48.90
	Sublette County Treasurer - Real Estate taxes	163.04
	Brett Larson - Pinedale lawn care	50.00
9/15/88	Jack E. Hansen, Sr. - Administrator Fee	6,824.35
	James and James - Attorney Fee	6,824.35
	Costs	59.85
10/6/88	Sweetwater County Treasurer - Real Estate taxes	403.43

[redacted] [redacted] [redacted]

Disbursements - Continued

10/6/88	Pacific Power - Electricity	$ 26.69
	Utah Power - Electricity	13.28
	Mountain Fuel - Gas	32.23
	Kerl, Green, Gasser & Service - Attorney fee, Idaho probate	498.33
	Total Disbursements	$ 15,118.12

RECONCILIATION OF CASH
AS OF OCTOBER 7, 1988

Cash on 8/31/88		$ 50,971.51
Total Cash Receipts to 10/7/88		201.29
		51,172.80
Total Cash Disbursements to 10/7/88		- 15,118.12
Total Cash on 10/7/88		$ 36,054.68

4. That said supplementary account is in all respects true and correct; that all claims and debts against said deceased, all taxes against said estate, and all debts, expenses and charges of administration, administrator and attorney fee and costs, have been fully paid and discharged; and that said estate is now ready for distribution and in condition to be closed.

5. That said Thomas LeMarr, Jr. left the following persons surviving him, as his only heirs at law:

Hannah Yahner
First Cousin
601 Gobel Street
Rock Springs, WY 82901

Katherine Knight
First Cousin - Died 12/21/87
Ketcham, Idaho 83340

Delmer LeMarr
First Cousin
Route 2, Box 393
Clinton, Arkansas 72031

Ruby Melveda Selby
First Cousin
Van Buren County Nursing Home, Room 142
Clinton, Arkansas 72031

6. That the Holographic Will of Thomas LeMarr, Jr., deceased, admitted to probate herein, provides, among other things, as follows:

"After all of my indebtedness and the costs of medical and funeral expenses have been paid, I bequeath to:

"Hannah J. Yahner, my cousin, the following:

"My home at 601 Goble(sic) St., Rock Springs, Wyoming together will(sic) all of the furnishings therein

"My Summer home in Pinedale, Wyoming, together with the furnishings therein

"My Johnson Deluxe Boat, trailer, and my interest in the boat house at Fremont Lake

"Jeep Wagoneer Station wagon

"All of the stock and bonds and savings accounts of which I die possessed, with the following exceptions:

"$5,000.00 is to be paid to Mrs. Peggy Goins, nee Peggy Parr in cash."

7. That the decedent was not the owner of a Johnson Deluxe boat, trailer or any interest in the boat house at Fremont Lake at the time of his death.

8. That all of the legatees and devisees survived said decedent, and that pursuant to the provisions of said Holographic Will, after payment of the sum of $5,000.00 to Peggy Goins, all of the residue and remainder of said estate should be paid, distributed and set over to Hannah Yahner, to have and to hold the same unto herself, her heirs and assigns forever.

9. That the residue of said estate remaining in the hands of the Administrator consists of the following:

REAL PROPERTY:

Lots numbered Five (5) and Six (6) in Block numbered Twenty (20) in the Original Plat of the City of Rock Springs, Sweetwater County, Wyoming, together with all buildings and improvements situate thereon

Lot numbered Ten (10), in Block numbered Seven (7) of the Jones Addition to the Town of Pinedale, Sublette County, Wyoming, together with all improvements, water and water rights and appurtenances thereto; subject, however, to prior exceptions and reservations of record

PERSONAL PROPERTY:

1973 Jeep Stationwagon, VIN No. J3A1440957293

Cash in The Rock Springs National Bank: $ 36,054.68

1300 shares of common stock of **American Telephone & Telegraph** Company, a New York corporation, represented by:
Certificate No. X370683 for 10 shares
Certificate No. A462331 for 52 shares
Certificate No. X469041 for 10 shares
Certificate No. X547522 for 10 shares
Certificate No. AA7088 for 11 shares
Certificate No. AD59873 for 57 shares
Certificate No. XW17412 for 15 shares
Certificate No. A316623 for 330 shares
Certificate No. J619078 for 5 shares
Certificate No. 63T410500 for 150 shares
Certificate No. 64XC794137 for 650 shares
in the name of Thomas LeMarr, Jr.

260 shares of common stock of **Bell Atlantic** Corporation, a Delaware corporation, represented by:
Certificate No. ZQ 8018-2085 for 130 shares
Certificate No. ZQ 2515-6140 for 130 shares
in the name of Thomas LeMarr, Jr.

580 shares of common stock of **Bell South Corporation**, a Georgia corporation, represented by:
Certificate No. ZQ 8395-1359 for 195 shares
Certificate No. ZQ 8187-5995 for 260 shares
Certificate No. ZQ 8018-2085 for 130 shares
in the name of Thomas LeMarr, Jr.

[redacted] [redacted] [redacted]

520 shares of common stock of **Pacific Telesis Group**, a Nevada corporation, represented by:
Certificate No. ZQ 8316-0396 for 260 shares
Certificate No. ZQ 8223-3231 for 130 shares
Certificate No. ZQ 8018-2085 for 130 shares
in the name of Thomas LeMarr, Jr.

390 shares of common stock of **Southwestern Bell Corporation**, a Delaware corporation, represented by:
Certificate No. ZQ 8018 2085 for 130 shares
Certificate No. ZQ 8144 3323 for 260 shares
in the name of Thomas LeMarr, Jr.

260 shares of common stock of **U S West, Inc.**, a Colorado corporation, represented by:
Certificate No. ZQ 8221 7321 for 130 shares
Certificate No. ZQ 8018 2085 for 130 shares
in the name of Thomas LeMarr, Jr.

195 shares of common stock of **American Information Technologies Corporation**, a Delaware corporation, represented by:
Certificate No. ZQ 8018-2085 for 130 shares
Certificate No. ZQ 8225-0707 for 65 shares
in the name of Thomas LeMarr, Jr.

260 shares of common stock of **NYNEX Corporation**, a Delaware corporation, represented by:
Certificate No. ZQ 8018 2085 for 130 shares
Certificate No. ZQ 2528 8528 for 130 shares
in the name of Thomas LeMarr, Jr.

174 shares of capital stock of **United Funds, Inc.**, a Delaware corporation, represented by:
Certificate No. UIF 144274 for 174 shares
in the name of Thomas LeMarr, Jr.

17 shares of capital stock of **North Side State Bank of Rock Springs, Wyo.**, a Wyoming corporation, represented by:
Certificate No. 213 for 9 shares
Certificate No. 335 for 8 shares
in the name of Thomas LeMarr, Jr.

78 shares of common stock of **The Republic Company**, a Colorado corporation, represented by:
Certificate No. 5447 for 6 shares
Certificate No. 5553 for 72 shares
in the name of Thomas LeMarr, Jr.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that said final account of said Administrator 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 as follows:

(1) To Peggy Goins, the following described property:

Cash in the sum of $5,000.00.

(2) To Hannah Yahner, the following described real and personal property:

Lots numbered Five (5) and Six (6) in Block numbered Twenty (20) in the Original Plat of the City of Rock Springs, Sweetwater County, Wyoming, together with all buildings and improvements situate thereon

Lot numbered Ten (10), in Block numbered Seven (7) of the Jones Addition to the Town of Pinedale, Sublette County, Wyoming, together with all improvements, water and water rights and appurtenances thereto; subject, however, to prior exceptions and reservations of record

1973 Jeep Stationwagon, VIN No. J3A1440957293

Cash in The Rock Springs National Bank: $ 31,054.68

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Certificate No. X469041 for 10 shares
Certificate No. X547522 for 10 shares
Certificate No. AA7088 for 11 shares
Certificate No. AD59873 for 57 shares
Certificate No. XW17412 for 15 shares
Certificate No. A316623 for 330 shares
Certificate No. J619078 for 5 shares
Certificate No. 63T410500 for 150 shares
Certificate No. 64XC794137 for 650 shares

260 shares of common stock of **Bell Atlantic Corporation**, a Delaware corporation, represented by:
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Certificate No. ZQ 2515-6140 for 130 shares

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Certificate No. ZQ 8018 2085 for 130 shares
Certificate No. ZQ 8144 3323 for 260 shares

260 shares of common stock of **U S West, Inc.**, a Colorado corporation, represented by:
Certificate No. ZQ 8221 7321 for 130 shares
Certificate No. ZQ 8018 2085 for 130 shares

[redacted] [redacted] [redacted]

195 shares of common stock of **American Information Technologies Corporation**, a Delaware corporation, represented by:
Certificate No. ZQ 8018-2085 for 130 shares
Certificate No. ZQ 8225-0707 for 65 shares

260 shares of common stock of **NYNEX Corporation**, a Delaware corporation, represented by:
Certificate No. ZQ 8018 2085 for 130 shares
Certificate No. ZQ 2528 8528 for 130 shares

174 shares of capital stock of **United Funds, Inc.**, a Delaware corporation, represented by:
Certificate No. UIF 144274 for 174 shares

17 shares of capital stock of **North Side State Bank of Rock Springs, Wyo.**, a Wyoming corporation, represented by:
Certificate No. 213 for 9 shares
Certificate No. 335 for 8 shares

78 shares of common stock of **The Republic Company**, a Colorado corporation, represented by:
Certificate No. 5447 for 6 shares
Certificate No. 5553 for 72 shares

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Administrator 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 Administrator and his surety be fully and finally released from their duties as such Administrator and surety.

DONE IN OPEN COURT this 19th day of October, 1988.

s/ Jere Rackman
JUDGE

DISTRICT COURT OF WYOMING
SEAL
I, DONALD A. BROWN, Clerk of the District Court in and for the County of Sweetwater, State of Wyoming, do hereby certify that the foregoing is a full, true and correct copy of the original on file and of record in my office.
Dated 10-19-88
DONALD A. BROWN, Clerk of the District Court
County of Sweetwater
State of Wyoming
By Nancy Deputy

AFFIDAVIT FOR DISTRIBUTION

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

COMES NOW VIVIAN E. HUTTON, first being duly sworn on her oath and hereby deposes and states as follows:

1. That VIVIAN E. HUTTON is the sole heir, legate and distributee of WALKER A. HUTTON, a/k/a WALKER ALFRED HUTTON, deceased.

2. That WALKER A. HUTTON, a/k/a WALKER ALFRED HUTTON died on October 4, 1987, while a resident of Sublette County, Wyoming and that thirty (30) days have passed since said date of death.

3. That the value of the entire estate of WALKER A. HUTTON, a/k/a WALKER ALFRED HUTTON wheresoever located does not exceed $30,000.00.

4. That no application for appointment of a personal representative is pending or has been granted in any jurisdiction.

5. That said WALKER A. HUTTON, a/k/a WALKER ALFRED HUTTON died intestate and left a surviving spouse, VIVIAN E. HUTTON, who is the person making this Affidavit.

6. That pursuant to Section 2-1-201; Wyoming Statutes 1977 (Laws 1983), the surviving spouse VIVIAN E. HUTTON is entitled to take his estate according to the Wyoming Statutes of intestate succession and according to the terms of his unprobated estate and is entitled to have all of the tangible personal property of WALKER A. HUTTON, a/k/a WALKER ALFRED HUTTON set over to her.

7. That said personal property includes but is not limited to the following items:

0222530

1972 Leisurehome Mobile Home
VIN #8846
Wyoming Title No. 23-42573

1980 Chevrolet Luv Pickup
VIN #CRN14A8291799
Wyoming Title No. 23-45725

RECORDED Nov. 4 1988 11:20AM
IN BOOK 54 Misc. PAGE 336
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

DATED this 27 day of October, 1987.

Vivian E. Hutton
VIVIAN E. HUTTON

Subscribed and sworn to before me by VIVIAN E. HUTTON, this 27th day of October, 1988.

Witness my hand and official seal.

Susan J. Rodgers
Notary Public
County of Sublette
State of Wyoming
My Commission Expires Dec 12, 1990

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

MARGIN RESERVED FOR BINDING

Division of Health and Medical Services–Vital Records Services

PHYSICIAN: The law requires that the death certificate be signed within 24 hours after death. W.S. 35-1-1 et seq. Penalty for failure

STATE OF WYOMING

DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

STATE FILE NUMBER 02687

DECEDENT'S NAME — 1. FIRST: WALKER; MIDDLE: ALFRED; LAST: HUTTON

2. SEX: MALE

3. DATE OF DEATH (Mo., Day, Yr.): OCTOBER, 4, 1987

4a. RACE (e.g. White, Black, American Indian, etc.) (Specify): WHITE

4b. DECEDENT OF HISPANIC ORIGIN (e.g. Italian, Mexican, German, Puerto Rican, English, Cuban, etc.): GERMAN/SCOTCH

5a. AGE - Last Birthday (Years): 62

5b. UNDER 1 YEAR — MONTHS / DAYS

5c. UNDER 1 DAY — HOURS / MINS

6. DATE OF BIRTH (Mo., Day, Yr.): OCTOBER, 21, 1924

7a. PLACE OF DEATH (Hospital or other Institution - Name (If not in either give street and number)): MARBELTON CLINIC

7b. IF HOSP OR INST (Indicate DOA, OP, Emer Rm, Inpatient) (Specify): EMERGENCY

7c. CITY, TOWN OR LOCATION OF DEATH: MARBELTON

7d. COUNTY OF DEATH: SUBLETTE

8. STATE OF BIRTH (If not U.S.A., name country): MISSOURI

9. CITIZEN OF WHAT COUNTRY: U.S.A.

10. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): MARRIED

11. SURVIVING SPOUSE (If wife, give maiden name): VIVIAN McCONAGHY

12. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify Yes or No): YES

13. SOCIAL SECURITY NUMBER: 497-30-9640

14a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): TRUCK DRIVER

14b. KIND OF BUSINESS/INDUSTRY: OIL FIELD

15a. RESIDENCE - STATE: WYOMING

15b. COUNTY: SUBLETTE

15c. CITY OR TOWN OF RESIDENCE: MARBELTON

15d. STREET AND NUMBER: 707 E. 3rd

15e. INSIDE CITY LIMITS? (Specify Yes or No): YES

16. FATHER NAME — FIRST: WARREN; MIDDLE: ALFRED; LAST: HUTTON

17. MOTHER'S MAIDEN NAME — FIRST: [illegible]; MIDDLE: [illegible]; LAST: WALKER

18a. INFORMANT - NAME (Type or Print): VIVIAN HUTTON

18b. MAILING ADDRESS (Street or R.F.D. No., City or Town, State, Zip): BOX 24 BIG PINEY WYOMING 83113

19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify): BURIAL

19b. DATE (Mo., Day, Yr.): OCT. 8, 1987

19c. CEMETERY OR CREMATORY - NAME: PLAINVIEW

19d. LOCATION - CITY OR TOWN: BIG PINEY; STATE: WYOMING

20a. FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH (Signature): Edna Hunter 337

20b. NAME OF FACILITY: HUDSON'S FUNERAL HOME 115

20c. ADDRESS OF FACILITY (Number, Street or R.F.D. No., City or Town, State, Zip): 164 N. BRIDGER, PINEDALE

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): Gil Hash PA-C

21b. DATE SIGNED (Mo., Day, Yr.): 10/4/87

21c. HOUR OF DEATH: 10:30 A M

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

NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): 23. GIL HASH, PA-C BIG PINEY CLINIC P.O. 130 83113 Piney, Wy 83113

To be Completed by CERTIFYING PHYSICIAN 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): M. F. Mayer CORONER

22b. DATE SIGNED (Mo., Day, Yr.): OCTOBER, 5, 1987

22c. HOUR OF DEATH: 10:30 A.

22d. PRONOUNCED DEAD (Mo., Day, Yr.): OCTOBER, 4, 1987

22e. PRONOUNCED DEAD (Hour): AT 10:00 A.

To be Completed by CORONER Only

REGISTRAR — 24a. (Signature): [signature]

24b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): OCTOBER, 5, 1987

CONDITIONS, IF any, WHICH GAVE RISE TO IMMEDIATE CAUSE (a) STATING THE UNDERLYING CAUSE LAST

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

(a) CARDIAC ARREST

DUE TO, OR AS A CONSEQUENCE OF

(b) CHF

DUE TO, OR AS A CONSEQUENCE OF

(c) COPD

PART II — OTHER SIGNIFICANT CONDITIONS: Conditions contributing to death but not related to cause given in PART I (a): generalized atherosclerosis.

26. AUTOPSY (Specify Yes or No): NO

27. WAS CASE REFERRED TO CORONER (Specify Yes or No): YES

ACCIDENT, SUICIDE OR HOMICIDE (Specify): NATURAL

28b. DATE OF INJURY (Mo., Day, Yr.)

28c. HOUR OF INJURY

28d. DESCRIBE HOW INJURY OCCURRED

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

OCT 7 1987

VR 2-78
8-82-10M

SEAL — VITAL RECORDS SERVICES — CHEYENNE, WYOMING

THIS IS TO CERTIFY that this reproduction is a true copy of a record on file in Wyoming Vital Records 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.

Date Issued October 8, 1987

Deputy State Registrar

337

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

b222531

ART MATKIN HARRIS,

Plaintiff,

vs.

CAROL KAY HARRIS,

Defendant.

Civil Action No. 4013

RECORDED Nov. 4 1988 11:20AM
IN BOOK 54 Misc. PAGE 338
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mona Riley

DECREE OF DIVORCE

This matter having come on before the Honorable ROBERT B. RANCK, Judge of the District Court;

The Court sitting without a jury, the Defendant having been served with a copy of the Complaint and Summons herein and having filed an Answer and a Waiver of notice of hearing herein, sworn testimony having been presented to the Court to support and prove the allegations contained in the Complaint of Plaintiff filed herein, and the Court having been fully advised in the facts and premises of this matter.

The Court hereby finds as follows:

1. That Plaintiff was a resident of Sublette County, Wyoming at the time of the filing of this action and had been a resident of Sublette County, Wyoming for a period of time in excess of sixty (60) days prior to said date.

2. That the parties hereto were married on June 30, 1984 and are presently man and wife.

3. That no children were born of this marriage.

4. That the parties have entered into a Separation Agreement which provides for an equitable division of the parties personal property and real property. This Separation Agreement having been filed in this action.

5. That irreconcilable differences have arisen in the marital relationship of the parties, the Plaintiff is the aggrieved party and is entitled to a divorce.

WHEREFORE, IT IS HEREBY ADJUDGED, ORDERED AND DECREED:

1. That the marriage between the Plaintiff and the Defendant be and hereby is dissolved and the Plaintiff be and hereby is awarded an absolute Decree of Divorce from the Defendant.

2. That each party be and hereby is awarded those items of personal and real property as indicated in the Separation Agreement filed herein. Said Separation Agreement is hereby incorporated and merged herein as if set forth in full and the parties are ordered to comply in full with the provisions therein.

Specifically the Plaintiff is awarded in part as his sole and separate property the 1967 GMC Pickup, VIN #KM10DPB23168 and all of the partie's right, title and interest in the following real property described as:

Lot Fifteen (15), Block One (1), Amended Redstone Second Addition to the Town of Pinedale, Sublette County Wyoming; and,

FILED

NOV 1 1988

DIANE E. [redacted]ITKLING
CLERK [redacted] COURT

the Defendant is awarded in part as her sole and separate property the 1985 Dodge 2dr Sedan, VIN #1B3BU51E5FG304864.

3. Each party receiving property with an outstanding associated debt is hereby ordered to hold the other party harmless from said debt and all costs associated there with.

DATED this 1ST day of November, 1988.

Robert B. Ranck

ROBERT B. RANCK
District Court Judge

THE STATE OF WYOMING

COUNTY OF SUBLETTE

I, DIANE E. NEAL-SMITHLING, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND IN THE STATE AFORESAID, DO HEREBY CERTIFY THE FOREGOING TO BE FULL, TRUE AND COMPLETE COPY.

SIGNED Cathy Caton, Deputy

FILED
OCT 27 1986
JOYCE W. HARRIS, Clerk
United States Bankruptcy Court
District of Wyoming
D.O.E. OCT 27 1986

UNITED STATES BANKRUPTCY COURT
IN AND FOR THE DISTRICT OF WYOMING

IN RE:

ANNA MAE HARROWER aka/dba
Anna Mae Guild Harrower,
No Jack Land and Livestock,
Harrower Tractor Co., Valley
Hi Motel.

222549

Case No. 86-00148-B

RECORDED Nov. 7 1988 3:24 P.M
IN BOOK 54 Misc. PAGE 340
FEES 10.75 Mary C. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

ORDER MODIFYING STAY

Upon consideration of the Application to Modify Stay, and it appearing that a copy of the application and of the Notice of Hearing was sent to the debtor in possession; and it appearing that no objections have been filed in opposition to the granting or relief from stay, the Court finds that First National Bank of Evanston, has a valid security interest in the property hereinafter described; that the amount of the applicant's debt exceeds the probable value of such secured property, that the debtor in possession has not expressed a desire to retain the said property by affording adequate protection for applicant's interest, that the debtor in possession has not required a hearing upon said application, and that applicant should be permitted to repossess and foreclose upon said secured property.

IT IS, THEREFORE, ORDERED, that the stay affored by 11 U.S.C. Section 362 be, and it hereby is, modified to permit applicant. to repossess and foreclose its security interest in all that property described in Exhibit A, which is attached hereto and incorporated herein; in lieu of

foreclosure the Applicant, at its option, may elect to accept from the debtor absolute deeds in lieu of foreclosure;

and, it is further,

Ordered that applicant shall account to the estate administrator for all net surplus resulting from sale of the secured property.

DATED this 27 day of ~~September~~ October, 1986.

CERTIFIED A TRUE COPY:
Joyce W. Harris
Clerk
By [signature]
Deputy Clerk

BY THE COURT

[signature]
United States Bankruptcy Judge

WE HEREBY CERTIFY THIS TO BE
A TRUE AND CORRECT COPY OF THE
ORIGINAL INSTRUMENT.

FIRST NATIONAL BANK IN EVANSTON

By [signature]
Notary

Julie A. Nickerson - Notary Public
County of Uinta State of Wyoming
My Commission Expires Sept. 9, 1991

EXHIBIT A

ITEM	PROPERTY
	LINCOLN COUNTY
1.	T24N R119W., 6th P.M. Section 18: Lot 16 and W1/2SE1/2, SE1/4SE1/4
2.	Section 30: S1/2NE1/4, SE1/4NW1/4, S1/2SW1/4, W1/2SE1/4 Total of 459.6 acres of land
3.	Southeasterly corner of Parcel 9, Town of Diamondville. This is 6 unit apartment complex.
	SUBLETTE COUNTY
4.	This is a house at 111 W. Magnolia, Pinedale, Wyoming. Lots 6, 7, 8 and 9, Patterson's First Addition, Block 6, Pinedale, Sublette County, Wyoming.
5.	T33N. R109W. 6th P.M. Section 2: Lots 1 & 2 This is 320 acre tract of land including ranch house and livestock improvements.
6.	T33N. R108W. 6th P.M. Section 6: Lot 3 40.23 acres of agricultural land.
7.	T33N. R109W, 6th P.M. Lots 2, 3 and 4, Section 1 480 acres of agricultural land.
8.	T34N. R108W. 6th P.M. Section 31: Lots 3 and 4 199.53 acres of agricultural land.
9.	T34N. R109W. 6th P.M. Section 26: S1/2SE1/4 Section 35: E1/2 400 acres of agricultural land.
10.	LDS Leasehold interest. Assignment of State of Wyoming Lease. T34N. R109W. 6th P.M. Section 36: 640 acres of agricultural land.

11. BLM Private fenced allotment described as:
T34N. R109W. 6th P.M.
Section 25: SE1/4
60 Animal unit months

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

AFFIDAVIT OF SURVIVORSHIP

I, Rosanne Searle, being duly swore upon my oath, depose and say that:

1. I am the surviving spouse of Arthur Runaldo Mondragon of Rock Springs, Wyoming, deceased.

2. That the deceased died on the 21st day of April, 1978, and a certified copy of his death certificate is attached hereto.

3. I am an owner, along with deceased, in the estate by the entireties and properties described as follows: Lot Forty-Four (44) of Green River Ranch Unit A, being a portion of Section 15, Township 35 North, Range 111 West, 6 principle meridian, Sublette County, Wyoming, as said parcel of lot is layed down and described on the duly recorded plat thereof on file and of record in the office of the Sublette County Clerk and ex-officio register of deeds, subject to all prior acceptance and reservations of record. Said Warranty Deed being executed in accordance with the terms of the Trust Agreement dated April 1, 1973 by and between Jack D. Richardson and Norma J. Richardson, husband and wife, trustors and William L. Christie and Ezio Valentini, purchasers.

4. The instrument under which such estate was vested was a Warranty Deed dated the 17th day of March, 1978, from Sweetwater Federal Savings and Loan Association as trustee for William L. Christie and Ezio Valentini to Art Mondragon and Rosanne Mondragon, husband and wife, recorded on the 20th day of March, 1978, in Book 20D, at Page 45, in the office of the Sublette County Clerk and ex-officio recorder of deeds, Pinedale, Wyoming.

5. The deceased is the party who was named in and whose death terminated the previous estate in the property described in Paragraph 3 above.

224561 FURTHER AFFIANT SAYETH NOT.

RECORDED Nov. 8 1988 11:00AM
IN BOOK 54 Misc. PAGE 344
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mari Riley

Rosanne Mondragon
ROSANNE MONDRAGAN

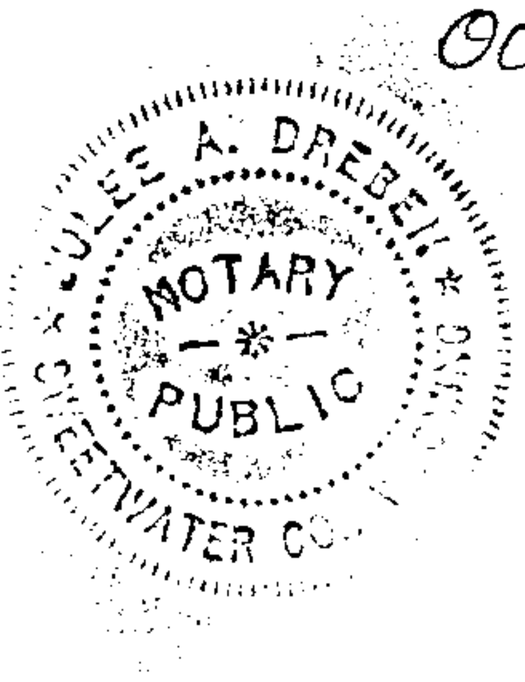
STATE OF WYOMING)
) ss.
COUNTY OF ~~SUBLETTE~~ Sweetwater)

SUBSCRIBED AND SWORN to before me this 18th day of March, 1988.

Notary Public

My Commission Expires:

Oct. 26, 1991



346

This form is classified as PRIVATE under the Utah Information Practices Act

CERTIFICATE OF DEATH

STATE OF UTAH — DIVISION OF HEALTH

LOCAL FILE NUMBER 18-1381

STATE FILE NUMBER

DECEDENT PERSONAL DATA

1. NAME OF DECEDENT — FIRST: ARTHUR — MIDDLE: RUNALDO — LAST: MONDRAGON
2. SEX: MALE
3. RACE (White, Black, Am. Indian, etc.) Specify: MEXICAN
4. DATE OF DEATH (Mo., Day, Year): April 21, 1978
5. WAS DECEDENT OF SPANISH ORIGIN? YES X NO ☐ If yes, indicate type: Mexican X Puerto Rican ☐ Cuban ☐ Other ☐ (If other, specify)
6. DATE OF BIRTH (Mo., Day, Year): JANUARY 7, 1949
7. AGE (Last Birthday): 29 Yrs. — IF UNDER 1 year: Months / Days — IF UNDER 24 HOURS: Hours / Minutes
8. BIRTHPLACE (State or foreign country): NEW MEXICO
9. CITIZEN of what country: USA
10. Married X Never Married ☐ Divorced ☐ Widowed ☐ Other ☐
11. EDUCATION—(Specify only highest grade completed) Elementary or Secondary (0-12) College (13-16 or 17+): 13
12. SOCIAL SECURITY NUMBER: 520 54 9050
13a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Laboror
13b. KIND OF BUSINESS OR INDUSTRY: Pacific Power-Light
14. NAME of surviving spouse (If wife, enter maiden name.): Rosanne Rosas
15. NAME OF FATHER: Alex Mondragon
16. MAIDEN NAME OF MOTHER: Nora Maestas
17. Was decedent ever in U.S. Armed Forces? YES ☐ NO X

USUAL RESIDENCE

18a. USUAL RESIDENCE—(Street and number or location and zip code): 1118 Converse Court
18b. INSIDE CITY LIMITS? YES X NO ☐
18c. CITY OR TOWN: Rock Springs
18d. COUNTY: Sweetwater
18e. STATE: Wyoming
19. NAME & MAILING ADDRESS OF INFORMANT: Alex Mondragon, 415 Soulsby St., Rock Springs, Wyoming

PLACE OF DEATH

20a. NAME of hospital, nursing home or other institution where death occurred. (If outside an institution, give street address or location.): University Hospital
☐ In patient ☐ E.D. patient X DOA
20b. CITY OR TOWN: Salt Lake City
20c. COUNTY: Salt Lake

MEDICAL EXAMINER OR PHYSICIAN'S CERTIFICATION

21a. MEDICAL EXAMINER: I hereby certify that to the best of my knowledge the death occurred at the hour, date and place stated above from the causes stated below based on examination of the body and/or investigation of the circumstances. Decedent was pronounced dead at: HOUR: DATE:
21b. PHYSICIAN OR MEDICAL EXAMINER SIGNATURE: Harrison Lazarus, MD
21c. TIME of death (24 hr. clock): 2220
21d. PHYSICIAN: I hereby certify that to the best of my knowledge the death occurred at the hour, date and place stated above from the causes stated below, that I attended the decedent, and I last saw the decedent alive on: month / day / year
21e. CERTIFIER'S name and title (Type or print): Harrison Lazarus, M.D.
21f. DATE SIGNED (Mo., Day, Year): 4/24/78
22. If not certified by medical examiner, was death reported to him? YES ☐ NO ☐ If yes, enter the date and hour reported: (24 hour clock) HOUR / MO. / DAY / YEAR
21g. CERTIFIER'S address and zip code: 50 N Medical Drive, S.L.C. Utah, 84132
21h. UTAH PHYSICIAN LICENSE NUMBER: 4389

FUNERAL DIRECTOR AND LOCAL REGISTRAR

23a. Burial X Removal ☐ Entombent ☐ Cremation ☐ Other ☐
23b. DATE: April 21, 1978
24. SIGNATURE of Funeral Director: Stephen Arlington
25. FUNERAL HOME—Name, address and license number: Vase Mort. Rock Springs, Wyoming
26. NAME AND LOCATION OF CEMETERY OR CREMATORY: Rest Haven Mem. Gardens-North Rock Springs, Wyo
27. LOCAL REGISTRAR Signature: Karen Dahlberg Deputy
28. Date accepted for registration by local registrar: April 24, 1978

CAUSE OF DEATH

29. PART I. DEATH WAS CAUSED BY: IMMEDIATE CAUSE (A): Mutiple trauma due to motor vehicle accident. — Interval between onset and death
CONDITIONS IF ANY WHICH GAVE RISE TO THE IMMEDIATE CAUSE (A). STATING THE UNDERLYING CAUSE LAST.
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
(Enter only one cause per line for A, B and C)
30. PART II. OTHER SIGNIFICANT CONDITIONS—CONTRIBUTING TO DEATH, BUT NOT RELATED TO THE IMMEDIATE CAUSE GIVEN IN PART I.
31a. AUTOPSY YES ☐ NO X
31b. IF YES, were findings considered in determining cause of death? YES ☐ NO ☐

INJURY INFORMATION

MEDICAL AND HEALTH DATA

32. Accident X Suicide Homicide Pending Investigation Undetermined if Injured Accidently or Purposely
33a. DATE of Injury (Mo., Day, Year): April 21, 1978
33b. TIME OF INJURY (24 Hour Clock): 2039
34. INJURY AT WORK? YES ☐ NO X
35. PLACE OF INJURY (Specify home, farm, factory, freeway street, office buildings, etc.): Freeway
36a. LOCATION OF INJURY—STREET AND NUMBER OR LOCATION AND CITY OR TOWN: Silver Creek Junction I 80
36b. Distance from place of injury to usual residence (Item 18): 200 Miles
37. Were laboratory tests done for drugs or toxic chemicals? YES ☐ NO X
38. Were laboratory tests done for alcohol? YES ☐ NO X
39. DESCRIBE HOW INJURY OCCURRED (enter sequence of events which resulted in injury. NATURE OF INJURY SHOULD BE ENTERED IN ITEM 29): Hit black ice, Driver thrown out, vehicle ran over driver
40. If motor vehicle accident, specify if decedent was driver, passenger or pedestrian: Driver

S—SDH—BHS - 12 Rev 1/78

EASEMENT AGREEMENT

DOYLE F. CHILD and ELAINE C. CHILD, husband and wife, of Box 248, Afton, Wyoming 83110, for and in consideration of Ten Dollars and other valuable considerations, herein Grant and Convey to the present and future owners of lands lying in the West one-half of Section 4, Township 36 North Range 112 West of the 6th P.M., Wyoming, a perpetual easement and right of way for ingress and egree to their lands over and across an existing roadway, the easement being thirty (30) feet on either side of a centerline that is described and platted on the attached survey, marked "Exhibit A" and made a part hereof, and hereby releasing and waiving any rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Signed this 8th day of November, 1988.

Doyle F. Child
DOYLE F. CHILD

Elaine C. Child
ELAINE C. CHILD

A C K N O W L E D G E M E N T

STATE OF WYOMING)
)
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by Doyle F. Child and Elaine C. Child, husband and wife, this 8th day of November, 1988. Witness my hand and official seal.

Saundra J. Merritt
SAUNDRA J. MERRITT

Saundra J. Merritt — Notary Public
County of Lincoln — State of Wyoming
My Commission Expires: 3/8/89

My commission expires: March 8, 1989

22565

RECORDED Nov. 8 1988 12:00 P.M
IN BOOK 54 Misc PAGE 347
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A. Cheeney, Deputy

See Next page For Exhibit A

322566

RECORDED November 8 1988 12:[illegible]
IN BOOK 54 misc. PAGE 348
FEES $25. mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

SURVEYOR'S CERTIFICATE

CHARLES V. KING DEPOSE AND SAY THAT I AM A PROFESSIONAL ENGINEER AND AND SURVEYOR LICENSED IN ACCORDANCE WITH WYOMING LAW, THAT I SUPERVISED THE SURVEYING OF SECTION 4, SETTING THE 1/16 AND C 1/4 CORNERS SHOWN HEREON, AND THAT DURING SEPTEMBER AND OCTOBER 1988 I SURVEYED THE CENTERLINE OF THE ROAD SHOWN HEREON.

Charles V. King 10-26-88
CHARLES V. KING

PELS 590

Registered Professional Engineer & Land Surveyor
CHARLES V. KING
590
State of Wyoming

ROAD EASEMEN

IN NE 1/4 SW 1/4 & SE 1/4 NW 1/
T. 36 N., R. 112 W. 6TH
Sec. 4

FOR:
HOBACK REALTY
P. O. BOX248 SO WASHINGTON
AFTON, WYOMING 83110

PREPARED BY:
CHARLES V. KING
P. O. BOX 672
THAYNE, WYOMING 83127

THIS IS AN IMPORTANT RECORD
SAFEGUARD IT.

1. LAST NAME - FIRST NAME - MIDDLE NAME	2. SEX	3. SOCIAL SECURITY NUMBER	4. DATE OF BIRTH	YEAR	MONTH	DAY
SCOTT WILLIAM JOHN	M	311 | 26 | 4246		1931	APR	26

5. DEPARTMENT, COMPONENT AND BRANCH OR CLASS	6a. GRADE, RATE OR RANK	6b. PAY GRADE	7. DATE OF RANK	YEAR	MONTH	DAY
AIR FORCE RESAF	MAJOR	0-4		1967	NOV	20

8a. SELECTIVE SERVICE NUMBER	8b. SELECTIVE SERVICE LOCAL BOARD NUMBER, CITY STATE AND ZIP CODE	9. HOME OF RECORD AT TIME OF ENTRY INTO ACTIVE SERVICE (Street, RFD, City State and ZIP Code)
NA	NA	GARY IN 46408

9a. TYPE OF SEPARATION	9b. STATION OR INSTALLATION AT WHICH EFFECTED
RETIREMENT	NORTON AFB CA

9c. AUTHORITY AND REASON	d. EFFECTIVE DATE	YEAR	MONTH	DAY
----------		1975	AUG	31

10a. CHARACTER OF SERVICE	10b. TYPE OF CERTIFICATE ISSUED	10. REENLISTMENT CODE
HONORABLE	DD FORM 363AF	----------

11. LAST DUTY ASSIGNMENT AND MAJOR COMMAND	12. COMMAND TO WHICH TRANSFERRED
AFAA	HQ ARPC (CAC) RETIRED RESERVE SECTION

13. TERMINAL DATE OF RESERVE/MSS OBLIGATION			14. PLACE OF ENTRY INTO CURRENT ACTIVE SERVICE (City, State and ZIP Code)	15. DATE ENTERED ACTIVE DUTY THIS PERIOD		
YEAR	MONTH	DAY		YEAR	MONTH	DAY
	NA		MARIANNA FL	1955	MAY	06

16a. PRIMARY SPECIALTY NUMBER AND TITLE	16b. RELATED CIVILIAN OCCUPATION AND D.O.T. NUMBER
6784 AUDITOR	AUDITOR 160.188

17a. SECONDARY SPECIALTY NUMBER AND TITLE	17b. RELATED CIVILIAN OCCUPATION AND D O T NUMBER
0055 COMPTROLLER	161.118 TREASURER

18. RECORD OF SERVICE	YEARS	MONTHS	DAYS
(a) NET ACTIVE SERVICE THIS PERIOD	20	03	25
(b) PRIOR ACTIVE SERVICE	00	00	00
(c) TOTAL ACTIVE SERVICE (a + b)	20	03	25
(d) PRIOR INACTIVE SERVICE	03	11	00
(e) TOTAL SERVICE FOR PAY (c + d)	24	02	25
(f) FOREIGN AND/OR SEA SERVICE THIS PERIOD	08	00	00

19. INDOCHINA OR KOREA SERVICE SINCE AUGUST 5, 1964
☒ YES ☐ NO 365 DAYS

20. HIGHEST EDUCATION LEVEL SUCCESSFULLY COMPLETED (In Years)
SECONDARY/HIGH SCHOOL 12 YRS (1 - 12 grades) COLLEGE 04 YRS

21. TIME LOST (Preceding Two Yrs)	22. DAYS ACCRUED LEAVE PAID	23. SERVICEMEN'S GROUP LIFE INSURANCE COVERAGE	24. DISABILITY SEVERANCE PAY	25. PERSONNEL SECURITY INVESTIGATION	
		☐ $15,000 ☐ $5,000 X$20,000 ☐ $10,000 ☐ NONE	☒ NO ☐ YES AMOUNT	a. TYPE	b. DATE COMPLETED
NO TIME LOST	60			*BI	13 AUG 57

26. DECORATIONS, MEDALS, BADGES, COMMENDATIONS, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED
AM SOG3543 HQ 7AF 2 SEP 69 (AFM 900-3) / BSM SOG553 HQ 7AF 1970 (AFM 900-3) / AFLSA W/4OLC (AFM 900-3) / AFOUA W/1OLC (AFM 900-3) / VSM W/4BSS (AFM 900-3) / SAEMR (AFM 900-3) / AFRESM (AFM 900-3) / RVCM (AFM 900-3) / CRM (AFM 900-3) /

27. REMARKS

BLOOD GP: A POS
AFSN: FV2209672
ITEM 25: FILE NO: 41-26171 FILED: OSI DIST 17 DAVIS-MONTHAN AFB AZ
EDUCATION & TRAINING: PRIM PLT TNG AFFS (NOV 55) / AFFS PBNC (DEC 56) / SVL TNG CRSE (MAY 57) / KC-135 CMBT CREW TNG (MAR 61) / AERO MUNITIONS OFF CRSE OBR3271 (FEB 65) / ACCT & FIN OFF CRSE OBR6721 (AUG 65) / TAC MIDDLE MGT SEMINAR (MAY 66) / BUDGET OFFICER CRSE 30BR6731 (MAR 68) / PACAF JUNGLE SVL TNG (MAR 69) / AF INSTRUCTOR CRSE 7511 (ECI) (SEP 61) / PROF MIL COMPTROLLER CRSE (JUL 70) / ENGLISH 3200 PROGRAM INSTRUCTION (JUL 73) / EXEC ORIEN CMPT TECH CRSE (AUG 73) / SUPPLY SYSTEM MNGT CRSE (SEP 73) / AC & SS SQDRN OFF SCH (DEC 58) / AC & SC CRSE 0003A (ECI) (JUL 64) /
ITEM 26 CONT: AFCM SOG5 HQ AFAA 19 FEB 75 (12 JUL 73 - 1 MAY 75) (AFM 900-3) /

28. MAILING ADDRESS AFTER SEPARATION (Street, RFD, City, County, State and ZIP Code)	29. SIGNATURE OF PERSON BEING SEPARATED
GENERAL DELIVERY (SUBLETTE) PINEDALE WY 82941	William L. Scott
30. TYPED NAME, GRADE AND TITLE OF AUTHORIZING OFFICER	31. SIGNATURE OF OFFICER AUTHORIZED TO SIGN
JAMES S. GALLETTA, MSGT, USAF CHIEF, CAREER ASST SECTION	James S Galletta

DD FORM 1 NOV 72 214 PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE. *THIS IS AN IMPORTANT RECORD SAFEGUARD IT.* REPORT OF SEPARATION FROM ACTIVE DUTY

1

222570

RECORDED Nov. 8 1988 4:30 P M
IN BOOK 54 Misc. PAGE 349
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF)
)
FRANK W. TYLER, a/k/a FRANK TYLER,) Probate No. 773
)
Deceased.)

222654

RECORDED NOV. 16 1988 3:50 P.M.
IN BOOK 54 MISC. PAGE 350
FEES 10.00 Mary L. Lyon Deal COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mona Riley

ORDER NUNC PRO TUNC

The Petitioner GRACE E. SULENTA has filed a Motion For Order Nunc Pro Tunc in the above captioned matter. This Petition alleges that through clerical error the 1963 Decree Of Settlement Of Final Account And Distribution entered herein is ambiguous and creates a cloud on Petitioner's property. The Court has examined the Petition, the 1963 Decree and the Will governing said Decree and finds that the Decree is ambiguous due to a clerical error, the same should be corrected and that correcting the clerical error will not effect the substantive rights of any party.

NOW THEREFORE, IT IS HEREBY, ADJUDGED, ORDERED AND DECREED:

That the 1963 Decree Of Settlement Of Final Account And Distribution as entered herein be and the same hereby is amended to read as follows:

DECREE OF SETTLEMENT OF FINAL ACCOUNT AND DISTRIBUTION

Lillian G. Tyler, as Executrix of the Last Will and Testament of Frank W. Tyler aka Frank Tyler, deceased, having on or before the 28th day of August, 1963 rendered and filed in the above entitled Court and proceeding a full and true account and report of her administration of the estate of said decedent, which account is for a final settlement, and having filed therewith a petition for distribution of said estate, and said account and report and petition coming on regularly for hearing before the Court, proof having been made to the satisfaction of the Court that due and legal notice thereof had been given to the creditors and other persons interested in said estate in the manner and substance required by law, by publication of notice in the Pinedale Roundup, a weekly newspaper regularly printed and published at Pinedale, Sublette County, State of Wyoming, and of general circulation, for four successive weeks commencing with its issue of August 1, 1963, and copies of such notice mailed to the heirs of said decedent; and,

There being no one appearing in opposition or objecting thereto, and it appearing of record herein that by an order of this Court made and entered herein on the 18th day of January, 1963, the Last Will and Testament of said decedent was admitted to probate and Lillian G. Tyler was appointed and qualified as Executrix thereof and Letters Testamentary issued to her by the Clerk of this Court on said date and she thereupon gave notice to the creditors of said deceased in the manner and substance provided by law to present to her or file with the Clerk of said Court their claims within six months from February 7, 1963, the date of the first publication of said notice, which notice was published in the Pinedale Roundup for four successive

FILED

NOV 16 1988

weekly issues of said paper commencing with its issue of February 7, 1963, and the time stated therein and limited by statute for presenting and filing claims has expired and all claims that have been presented and filed herein have been paid or otherwise disposed of; that all costs, charges and expenses of administration of said estate, including Executrix's commission and attorney's fee, and all taxes levied and assessed against said estate have been paid and discharged; that the inheritance tax due from said estate has been paid; that said Executrix duly returned and filed with the Clerk of this Court a true inventory and appraisement of the estate of said decedent, and that said estate has been fully administered and in condition to be closed and the residue thereof distributed to the person or persons entitled thereto by the terms of the Will of said decedent; and the Court, having fully considered the matter and proceedings herein had and the evidence adduced, finds:

That the final account of the Executrix to be true and correct.

That by the terms of the Last Will and Testament of Frank W. Tyler, aka Frank Tyler, deceased, duly admitted to probate herein, he devised and bequeathed the whole of his estate as follows, to-wit.

Lillian G. Tyler, Widow, one-half (½) of the estate less the real property described as: Lot Fourteen (14), Block Two (2), Jones Addition to the Town of Pinedale, Wyoming.

Grace Sulenta, Daughter, one-fourth (¼) of the estate less the real property described as: Lot Fourteen (14), Block Two (2), Jones Addition to the Town of Pinedale, Wyoming.

Franklin W. Tyler, Jr., Son, one-fourth (¼) of the estate less the real property described as: Lot Fourteen (14), Block Two (2), Jones Addition to the Town of Pinedale, Wyoming.

Robert L. Tyler, Grandson, the real property described as: Lot Fourteen (14), Block (2), Jones Addition to the Town of Pinedale, Wyoming.

And all and singular the law and the evidence being by the Court seen, heard and understood, and being fully advised in the premises, it is , by the Court,

CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the final account, report and doings of said Executrix in her administration of said estate be, and the same are hereby settled, allowed and approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the whole of the residue of the estate of decedent, and any other property or estate not now known or discovered which may belong to said estate, or in which said estate may have any interest be, and the same is hereby set over and distributed as follows, to-wit:

Lillian G. Tyler, Widow, one-half (½)

Grace Sulenta, Daughter, one-fourth (¼)

Franklin W. Tyler, Jr., Son, one-fourth (¼)

The following is a particular description of the said residue of the estate referred to in this decree and of which distribution is now ordered, as aforesaid, to-wit:

SW¼SE¼, Section 10, the W½NE¼, NW¼, N½SW¼, NW¼SE¼, Section 15 Township 33 North, Range 110 West; SW¼SE¼, Section 22, all of Section 26, E½, E½W½, Section 27, N½NE¼, NE¼NW¼, Section 34, N½N½, Section 35, Township 34 North, Range 110 West; Lot 4, S½NW¼, Section 1, Lot 1, Section 2, Township 35 North, Range 112 West; SE¼SE¼, Section 10, E½NE¼, SW¼, N½SE¼, SW¼SE¼, Section 15, NE¼, E½NW¼,

SW¼NW¼, NE¼SE¼, Section 21, SW¼NW¼, NW¼SW¼, Section 22, Township 37 North, Range 110 West of the 6th P.M., Sublette County, Wyoming, containing 2799.93 acres, more or less;

TOGETHER WITH all improvements, water and water rights, ditch and ditch rights and appurtenances thereunto appertaining; and,
TOGETHER WITH all mineral interests in said land owned by Frank Tyler aka Frank W. Tyler at his death.

EXCEPTING therefrom the Tyler Subdivision as the same appears of record on the Deed by Executrix dated the 28th day of February 1963, and recorded in Book 11 of Deeds, page 533, in the office of the County Clerk, Sublette County, Wyoming, being a portion of the Northeast Quarter Northwest Quarter (NE¼NW¼), North Half Northeast Quarter (N½NE¼), Section 34, and a portion of the Northwest Quarter Northwest Quarter (NW¼NW¼), Section 35, Township 34 North, Range 110 West of the 6th P.M., Sublette County, Wyoming; and,

SUBJECT TO that certain Agreement for Warranty Deed, dated November 1, 1959 recorded November 9, 1959 in the office of the County Clerk, Sublette County Wyoming, Book 18 of Miscellaneous, page 375.

U.S. Saving Bond, $100.00, #C29120907E
U.S. Saving Bond, $100.00, #C29120906E
U.S. Saving Bond, $100.00, #C43353259E

One 1953 Mercury Automobile

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following real property be distributed and set over to Mrs. Flora Tyler, as trustee, for Robert L. Tyler to hold the same in trust until the said Robert L. Tyler reaches the age of twenty-one years, together with cash in the amount of $242.23, said real property being described as follows:

> Lot Fourteen (14), Block Two (2), Jones Addition to the Town of Pinedale, Wyoming, as the same appears as record on the official plat therefore 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;
>
> DATED this 15 day of Nov, 1988.

Robert B. Ranck
ROBERT B. RANCK
District Court Judge

THE STATE OF WYOMING

COUNTY OF SUBLETTE

I, DIANE E. NEAL-SMITHLING, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND IN THE STATE AFORESAID, DO HEREBY CERTIFY THE FOREGOING TO BE FULL, TRUE AND COMPLETE COPY.

SIGNED Cathy Caton Deputy

[redacted] [redacted] [redacted]

HIGHWAY EASEMENT DEED

THIS DEED, made this 21st day of SEPTEMBER, 19 88, 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 hereinafter referred to as the Grantee:

WITNESSETH:

WHEREAS, the Grantee has filed application under the provisions of the Act of Congress of August 27, 1958, as amended (23 U.S.C. Section 317), for the right-of-way of a highway over certain Federal land under the jurisdiction of the Department of the Interior - Bureau of Land Management in the State of Wyoming, which land has been appropriated by the Department, and

WHEREAS, the Federal Highway Administrator, pursuant to delegation of authority from the Secretary of Transportation, has determined that an easement over the land covered by the application is reasonably necessary for a right-of-way for a materials, crusher and hot mix plant site for use on Federal Aid Route 011-4, Kemmerer-Marbleton Road

and,

WHEREAS, the Department of the Interior, acting by and through the Bureau of Land Management, in its consent to the appropriation of the Federal land, 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 Secretary, Part 21, non discrimination in federally-assisted programs of the Department of Transportation (49 CFR 21.2 - 21.23) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby grant to the Grantee an easement for a right-of-way for the construction, 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 Federal land within the United States in the County of Sublette State of Wyoming 6th Principal Meridian

Township	Range	Section		Subdivision
29N	111W	32	SW 1/4 SE 1/4	
28N	112W	1	Lots 1, 7 and 8	

222657

RECORDED Nov. 17 IN 88 10:20A M
IN BOOK 54 Misc. PAGE 353
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

as shown on the following plats:

Drawing No. W-109242 Dated April 18, 1988 Number of Sheets 1 Marked Exhibit "A" attached hereto and made parts 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 claims;

(2) 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, and the Archaeological Resources Protection Act of 1979 (93 Stat. 721, 16 U.S.C. 470aa-470LL);

(3) The easement herein granted shall terminate 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 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 purpose of construction, operation, and maintenance of a highway in accordance with the approved plans described in the following condition numbered (5) and does not include the grant of any rights for non-highway purposes or facilities: Provided, that the right of the Bureau of Land Management 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 of 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 Federal Highway Administration shall be consulted prior to the exercise of such rights: and Provided, further that nothing herein shall preclude the Bureau of Land Management from locating Department of the Interior information signs on the portions of the right-of-way outside of construction clearing limits;

(5) The design and construction of highway projects situated on this right-of-way will be in accord with the provisions of Title 23, U.S.C. Highways, and amendments; the provisions of the Federal-Aid Highway Program Manual issued by the Federal Highway Administration; the construction specifications of the State Highway Department as approved by the Federal Highway Administration for use on federal-aid projects; [redacted]

(6) Consistent with highway safety standards, the Grantee shall: (a) Protect and preserve soil and vegetative cover and scenic and aesthetic 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, as specified in No. (5) above, all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. 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;

(8) The Grantee shall maintain the right-of-way and highway facilities to acceptable standards of repair, orderliness, neatness, sanitation, and safety;

(9) The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Department after consultation with the Bureau of Land Management. Application for such approval must be in writing and specify the time, methods, chemicals, and the exact portion of the right-of-way to be chemically treated;

(10) When need for the easement herein granted shall no longer exist and the area has been reasonably rehabilitated to protect the public and environment, the Grantee shall give notice of that fact to the Secretary of Transportation and the rights herein granted shall terminate and land shall immediately revert to the full control of the Secretary of the Department of the Interior or his assigns.

The Grantee, in consideration of the conveyance of said land, does hereby covenant and agree as a covenant running with the land for itself, its 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 land hereby conveyed, (b) that the Grantee shall use said land 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, in effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have the right to re-enter said land and facilities on said land, and the above-described land and facilities shall thereupon 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.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, I, RICHARD O. JONES Regional Counsel, pursuant to delegations of authority from the Secretary of Transportation, the Federal Highway Administrator and Chief Counsel, 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

In Presence of:

Susan V. Martin

John M Kyes

BY Richard O. Jones
Regional Counsel

STATE OF Colorado)

COUNTY OF Jefferson)

I, Kelly R. Penny, a Notary Public in and for the State of Colorado, do hereby certify that on this the 21st day of September, 19 88, before me personally appeared Richard O. Jones, Regional Counsel, Federal Highway Administration, and acknowledged that the foregoing instrument bearing date of September 21, 19 88, was executed by him/her in his/her official capacity and by authority in her/him vested by law, for the purposes and intents in said instrument described and set forth, and acknowledged the same to be her/his free act and deed as Regional Counsel, Federal Highway Administration.

Witness my hand and seal this 21st day of September, 19 88.

Kelly R Penny
NOTARY PUBLIC

(SEAL)

Commission Expires August 29, 1992

In compliance with the conditions set forth in the foregoing deed, the State 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 Leno Menghini
Superintendent and Chief Engineer
Wyoming Highway Department

STATE OF Wyoming)

COUNTY OF Laramie)

I, Cynthia A. Taylor, a Notary Public in and for said County and State, hereby certify that Leno Menghini, whose name as Superintendent and 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/she in his/her capacity as such Superintendent and Chief Engineer executed the same voluntarily on this day.

Given under my hand and seal of office this 22nd day of August, 19 88.

CYNTHIA A. TAYLOR - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires June 16, 1990

Cynthia A. Taylor
NOTARY PUBLIC

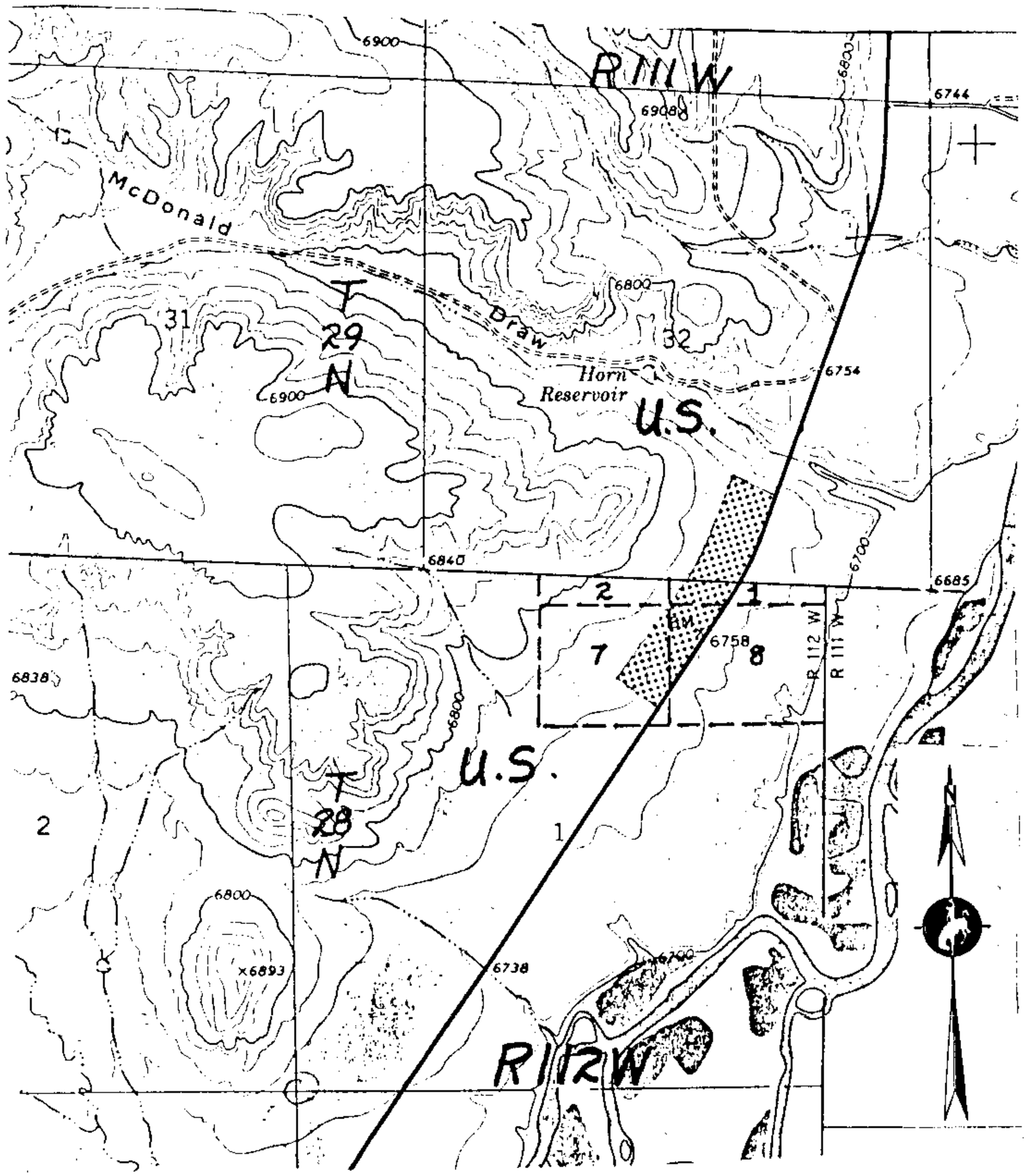
(SEAL)

My Commission Expires June 16, 1990.

WYOMING STATE HIGHWAY DEPARTMENT

Proj. No. .....

.....



Scale:—1"= 2000'

SECTION	32	SECTION	1
TOWNSHIP	29 NORTH	TOWNSHIP	28 NORTH
RANGE	111 WEST	RANGE	112 WEST

CERTIFICATE OF STATE HIGHWAY ENGINEER

I, Leno Menghini, of Cheyenne, Wyoming, hereby certify that this map was made from notes taken during an actual survey made by John Cometta in 1986, for which work I stand personally responsible and that such survey is accurately represented on this map and by the accompanying field notes.

April 18, 1988

Cheyenne, Wyoming

Leno Menghini
Superintendent, Wyoming License No. 403 P.E.

NOTE:—Right of Way through Federal lands to be as shown on this map.

EXHIBIT "A"

Serial Number W-109242

MAP

Accompanying application for Right of Way for a highway, as provided in Federal-Aid Highway act of August 27, 1958, (72 Sta. 885), Title 23, United States Code, Section 317.

Sublette County

SHEET 1 OF 1 SHEETS

FORM R/W-36

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR SUBLETTE COUNTY, WYOMING

IN THE MATTER OF THE APPLICATION OF RICHARD B. DEW AND PEYTON H. DEW FOR THE ESTABLISHMENT OF A PRIVATE ROAD)

ORDER OF CONFIRMATION

Based upon the Affidavit Of Surveyor dated June 30, 1986, signed by Peter M. Jorgensen, and the Affidavit Of Payment dated July 1, 1986, signed by Kenneth S. Cohen, it appears that the applicants have paid all of the costs of locating the road, and all of the damages assessed by the viewers.

It also appears that the plat of the private road submitted to the Board at its meeting on July 1, 1986, conforms to the road located by the viewers and appraisers, as verbally amended by them at the meeting of the Board on June 18, 1985.

IT IS HEREBY ORDERED that the Report Of Viewers And Appraisers, as orally amended, be, and the same hereby is, confirmed.

IT IS FURTHER ORDERED that the Board of County Commissioners of Sublette County, Wyoming, does hereby declare such road to be a private road and direct that it be recorded as such..

IT IS FURTHER ORDERED that the Clerk of Sublette County, Wyoming, be, and she hereby is, directed to file the plat prepared by Jorgenser Engineering and Land Surveying, P.C., on this date.

DATED this 1st day of July, 1986.

BOARD OF COUNTY COMMISSIONERS
OF SUBLETTE COUNTY, WYOMING

BY: Gordon F. Johnston,
Chairman.

222671

RECORDED Nov. 18 19 88 3:00 P M
IN BOOK 54 Misc. PAGE 357
FEES $18.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

IN THE DISTRICT COURT OF SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

JOHN OTIS CARNEY, BLACK BUTTE PARTNERS, a partnership, and CARNEY LAND COMPANY, a Wyoming corporation,	)	
Petitioners,	)	Civil Action No. 3759
vs.	)	
RICHARD B. DEW and PEYTON H. DEW, BOARD OF COUNTY COMMISSIONERS OF SUBLETTE COUNTY, WYOMING,	)	ORDER AFFIRMING DECISION OF SUBLETTE COUNTY COMMISSIONERS
Respondents.	)	

FACTS

There are two petitions for judicial review in this case. The first petition was filed by John Otis Carney, Black Butte Partners, and Carney Land Company. Apparently, the petitioners have lands which would be subject to the private road that would be established by the Board's order. Petitioner Carney alleges he was told by the Board appointed viewers and appraisers that he would be afforded the opportunity to be heard by the viewers and appraisers on the issues of damages and the location of the road. Petitioner Carney further contends that he was denied the opportunity to confront the viewers and appraisers concerning these issues. Petitioner Dew simply contests the Board's assessment of the amount of damages the Dews must pay in order to obtain the private road.

ISSUE

Does a party aggrieved by the findings of the viewers and appraisers concerning the amount of damages assessed and

FILED
BY: Ellen L. Neely
SEP 1986
ELLEN L. NEELY
CLERK OF DISTRICT CO
PINEDALE, WYO.

the location of the road have the right to be heard by the viewers and appraisers concerning these issues?

CONCLUSION

Generally, since an interest in land is affected whenever the Board makes a determination under W.S. 24-9-101 through 24-9-103 a due process right to be heard attaches to the proceedings. Gold v. Board of County Commissioners of Teton County 658 P.2d 690 (Wyo. 1983). The due process right is not, however, a right to confront the viewers and appraisers, rather the right is for an opportunity to be heard by the agency making the decision. Gold 658 P2d 696.

In this case, the Board gave both petitioners the opportunity to be heard on the issue of damages. The district courts sit as intermediate appellate courts with the power only to review the action taken by the county commissioners. McGuire v. McGuire 608 P.2d 1278 (Wyo. 1980). In essence, the district court can overturn an agency determination in accordance with W.S. 9-14-114(c), only if the agency's decision is arbitrary and capricious, or not supported by substantial evidence.

It appears from the record that the Board gave all petitioners an opportunity to be heard on the issues regarding damages and the location of the road.

IT IS ORDERED, that the decision of the Sublette County Board of Commissioners is affirmed.

Dated September 19, 1986.

Robert B. Ranck

Robert B. Ranck, District Judge

THE STATE OF WYOMING

COUNTY OF SUBLETTE

I, DIANE E. [illegible] CLERK OF THE NINTH JUDICIAL [illegible] AND FOR SAID COUNTY [illegible] SAID, DO HEREBY [illegible] FOREGOING TO BE FULL, TRUE AND [illegible] COPY.

SIGNED [illegible] Deputy

IN THE DISTRICT COURT OF SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

JOHN OTIS CARNEY, et al, Petitioners, vs. BOARD OF COUNTY COMMISSIONERS, et al, Respondents.	Civil Action No. 3759 ORDER DENYING PETITION FOR RECONSIDERATION

FACTS. John Otis Carney is petitioning for reconsideration of this court's order affirming the decision of the Sublette County Commissioners.

The factual background of Carney's petition to reconsider begins with the Board's appointment of three viewers and appraisers on May 7th, 1985. The Board ordered the viewers to go on the proposed private road on June 7th, 1985.

On June 7th, 1985, the viewers met at the location of the proposed private roads. In attendance at this meeting were numerous persons, including:

> ". . . Ken Cohen . . . Theodore P. Dew, Theodore R. Dew, Hank Phibbs . . . and William H. Jackson." (see page 37, record of appeal, Report of Viewers and Appraisers).

The purpose of the meeting was explained by William H. Jackson, and all persons in attendance were invited to address the viewers and appraisers.

The viewers then proceeded to view the alternate road proposals, eventually opting for the proposed road acress the Carney lands. The petitioners claim that they were denied the

I hereby certify that a copy of the foregoing was duly served by personal mail upon all counsel of record at their last known address this 1st day of Nov 19 86.

By C. Cox [redacted] Clerk

FILED
BY: Ellen L Neely

NOV 05 1986

ELLEN L. NEELY
CLERK OF DISTRICT COURT
PINEDALE, WYO [redacted]

opportunity to address the viewers and appraisers concerning damages and road location. The petitioners base this right to appear before the viewers on W.S. 24-9-101.

ISSUE. Have the petitioners been denied their "right" to appear before the viewers and appraisers appointed by the Board?

CONCLUSION AND LEGAL ANALYSIS. The answer is no. W.S. 24-9-101 reads in pertinent part:

> ". . . said board shall appoint three (3) disinterested freeholders and electors of the county as viewers and appraisers, and shall cause an order to be issued directing them to meet on a day named in such order on the proposed road, and view and locate a private road according to the application therefor, and to assess damages to be sustained thereby, and if for any reason such viewers and appraisers are unable to meet at the time set by the board to view said proposed road, they may fix some other date, but shall be required to give notice in writing to the owner or resident agent or occupant of said lands over which said road is proposed to be laid of the time and place where such viewers will meet, at least ten (10) days before viewing such road, at which time and place all persons interested may appear and be heard by said viewers."

The board, in its order appointing the viewers, directed the viewers to meet on the proposed road on June 7th, 1985. The viewers and appriasers did meet on June 7th, 1985. According to the terms of W.S. 24-9-101, the viewers are required to give notice in writing only if they do not meet on the proposed road on the date directed by the board. Contrary to the petitioner's motion, the viewers and appraisers were not required to give notice in writing because they met at the time and place the board directed.

Paragraph 5 of the petitioners motion reads as follows:

> "5. Section 24-9-101 of the Wyoming Statutes specifically provides in part that the viewers and appraisers "shall be required to give notice in writing" to the owner of the lands over which the road is proposed. The notice sets forth the time and place where the viewers will meet "at which time and place all persons interested may appear and be heard by said viewers."

Petitioner's interpretation of W.S. 24-9-101 appears to be that the notice the viewers and appraisers may be required to give shall include the time and place where the viewers will meet, at which time and place all persons interested may appear and be heard by said viewers.

The viewers, under the statutory scheme, are required to provide an opportunity for interested persons to appear and be heard only if the viewers are required to provide notice. The viewers met on the date directed by the board. The viewers were not required to provide notice, were not required to designate the time and place of the meeting, and were not required at such time and place to give interested persons an opportunity to be heard.

The Board, however, recognized the ambiguity in the statutory scheme, and provided an opportunity for interested persons to be heard by the viewers. The statute, 24-9-101, does not in any way indicate what the viewers are to "hear"; nor does it indicate how much, if any, credence the viewers are to give what they hear.

The Wyoming Statutes and Gold v. Board of County Commissioners of Teton County 658 P.2d 690 (Wyo.1983) clearly indicate that the due process right to be heard arises in front of the County Commissioners and not the viewers and appraisers. W.S. 24-9-103 clearly lays out the procedure for appealing the

amount of damages awarded. Petitioner has not followed the statutory procedures in this case.

Petitioner correctly states that the Gold case addressed the issue of whether the parties have a right to be heard by the board, as opposed to a right to be heard by the viewers and appraisers. The court in Gold held that because of the property interest involved, a due process right to be heard is required. The process that is due is that the land-owner have the right to contest the taking and damage awards determined by the appraisers. Gold at 696. The Court does not even intimate that this right to contest the viewers findings can be exercised in front of the viewers and appraisers. The only "right" to be heard arises in front of the Board of County Commissioners, and not the viewers and appraisers.

IT IS ORDERED, that the petition of John Otis Carney for Reconsideration of this Court's Order affirming the decision of the Sublette County Commissioners be and the same is hereby denied. The decision of the Sublette County Commissioners is affirmed.

Dated November 21, 1986.

Robert B. Ranck, District Judge

THE STATE OF WYOMING)
COUNTY OF SUBLETTE)

I, DIANE E. [illegible] SMITHLING, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND FROM THE STATE AFORESAID, DO HEREBY CERTIFY THE FOREGOING TO BE FULL, TRUE AND COMPLETE COPY.

SIGNED [illegible] Deputy

MANDATE ON AFFIRMANCE

IN THE SUPREME COURT)
OF THE)
STATE OF WYOMING)

To the Honorable the District Court of the County of Sublette, GREETING:

WHEREAS, John Otis Carney, Black Butte Partners, and Carney Land Company on the 12th day of January, A.D. 1987, filed a record on appeal in the Supreme Court of the State of Wyoming to obtain the reversal of a judgment rendered by you on the 19th day of September, A.D. 1987, and entered on the 22nd day of September, A.D. 1987, in a cause pending before you wherein John Otis Carney, et al. were petitioners and Richard B. Dew and Peyton H. Dew, Board of County Commissioners of Sublette County, Wyoming were respondents; and

WHEREAS, Richard B. Dew and Peyton H. Dew on the 12th day of January, A.D. 1987, filed a record on appeal in the Supreme Court of the State of Wyoming to obtain the reversal of a portion of a judgment rendered by you on the 19th day of September, A.D. 1987, and entered on the 22nd day of September, A.D. 1987, in the same cause; and

WHEREAS, The following proceedings were had and entered in the Supreme Court in said cause on the 23rd day of June, A.D. 1988, to wit:

"These causes having been heretofore taken under advisement, the court, being now fully apprised in the matter, does say and find there is no reversible error in the record of the proceedings of the District Court of Sublette County.

"It is therefore ordered and adjudged for the reasons stated in the opinion herein this day delivered and filed that the judgment of the said district court be, and the same hereby is, affirmed.

"It is further ordered that the costs of this appeal be taxed against the appellants."

NOW, THEREFORE, You are commanded without delay to carry into execution and effect the judgment so as aforesaid rendered by you, in the manner provided by law.

WITNESS, The Honorable G. Joseph Cardine, Chief Justice of said Supreme Court, and the Seal thereof, at Cheyenne this 14th day of July, A.D. 1988.

THE STATE OF WYOMING

COUNTY OF SUBLETTE

I, DIANE E. NEAL-SMITHLING, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND IN THE STATE AFORESAID. DO HEREBY CERTIFY THE FOREGOING TO BE FULL, TRUE AND COMPLETE COPY.

SIGNED [redacted] Catan, Deputy

JEAN A. WOODS, Clerk

by Deputy

[redacted]

[redacted]

NOTICE OF CONTRACT SALE

HEREBY TAKE NOTICE that BARTLEY SKINNER, JR. and ROSE P. SKINNER, husband and wife, have entered into a contract to sell the hereinafter described real property to JOHN MICHAEL RYAN, of P.O. Box 1335, Monroe, Louisiana 71207. The real property is described as:

Township 33 North, Range 108 West of the 6th P.M., Sublette County, Wyoming;

Section 2: NW¼SW¼

Section 3: N½SE¼

TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in the United States patents or of record and to easements and rights-of-way of record or in use; and, to prior mineral reservations of record.

There are many other covenants in the original Contract For Sale of which each party has a copy.

DATED this 18th day of November, 1988.

Bartley Skinner Jr
BARTLEY SKINNER, JR.

Rose P. Skinner
ROSE P. SKINNER

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Notice of Contract Sale** was acknowledged before me by BARTLEY SKINNER, JR. and ROSE P. SKINNER, this 18th day of November, 1988.

WITNESS my hand and official seal.

Susan J. Rodgers
County of
Sublette
My Commission expire-
Notary Public
State of
Wyoming
Dec. 18, 1990

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/18/90

222684

RECORDED Nov. 18 19 88 4:25 PM
IN BOOK 54 Misc. PAGE 365
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

U.S. DEPARTMENT OF AGRICULTURE - Forest Service

ESCROW WAIVER OF TERM PERMIT PRIVILEGES

(Ref. FSM 2231.95)

THIS MEMORANDUM witnesseth that:

WHEREAS, the undersigned, **Irvin L. and Laura F. Lozier**, under date of **April 16, 1976**, received from the United States Department of Agriculture, Forest Service, a term permit which allows the grazing of [1] **fifty (50)** head of **livestock** upon the **Bridger** National Forest[2], National Grassland[2]; and

WHEREAS, such permit is understood to carry with it, in the discretion of the Chief, U. S. Forest Service, the reductions stated thereon or incident thereto if not included in the free use period, and upon written application by the permittee, a priority for renewal of said permit; and

WHEREAS, the undersigned, **Irvin L. and Laura F. Lozier**, has under date of _____, 19___, mortgaged to **Connecticut Mutual Life Ins. Co.** of **Hartford, Conn.**, _____ head of _____ and the following-described real estate: **Township 35 North, Range 109 West of the 6th P.M. Section 5 - Lots 1,2,3,4, S½N½, S½ Section 8 - All**

Township 36 North, Range 109 West of the 6th P.M.
Section 31 - E½W½, E½SE¼
Section 32 - S½

as collateral security for a loan in the amount of $ **29,500.00** payable on **Nov. 1,** 19 **93**

NOW, THEREFORE, the undersigned here and now surrenders unto the United States all privileges heretofore allowed under the aforesaid permit as to **forty (40)** head of **cattle** and **ten (10)** head of **horses** except the privilege to continue to graze the aforesaid stock pending satisfaction of the mortgage(s) given as aforesaid or a written statement by the lender that it no longer relies upon this escrow waiver; and further, the undersigned understands that the privileges herein surrendered may be restored upon the satisfaction of the said mortgage or a written statement on the part of the lender that it no longer relies upon the escrow waiver; and further, the undersigned stipulates that in the event of foreclosure of the said mortgage **they** will forfeit said term permit and all privileges connected therewith.

Executed at **Pinedale**, State of **Wyoming**

this **16th** day of **April**, 19**76**

WITNESS:

222707

_____ Permittee.

_____ Permittee.

Witnessed this 16th day of April, 19 76

CONNECTICUT MUTUAL LIFE INSURANCE CO.

By _____ Investment Officer

RECORDED Nov. 22 1976 1:45 PM
IN BOOK 54 Misc. PAGE 366
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK

Confirmed and filed this the 7th day of June, 19 76

Ernest C. Husek by: Mary Riley

ACTING FOREST SUPERVISOR

Supervisor, _____ National Forest.

[1] *Show total number of livestock for which term permit is established.*
[2] *Delete one.*

(OVER)

2200-13 (7/68)

RELEASE FROM ESCROW WAIVER OF TERM PERMIT PRIVILEGES

Bridger-Teton National Forest, Jackson, WY

Connecticut Mutal Life Insurance Company

April 29, 19 76, verified an escrow waiver of term permit privileges executed by Irvin & Laura Lozier, the permittee, on April 16, 19 76.

NOW THEREFORE, the aforesaid mortgage has been satisfied and discharged, or the lender no longer relies on the said Escrow Waiver, and the said Waiver is hereby cancelled.

Executed at Glastonbury, State of Connecticut, 16th day of November, 1988.

CONNECTICUT MUTUAL LIFE INSURANCE COMPANY
BY: AgriVest, Inc.

Billy L. Whitt, Vice President

Witness: Jean Wright

INSTRUCTIONS

The permittee will execute the Escrow Waiver of term permit privileges, Form 2200-13, in five copies and have his signature witnessed.

The lender will verify all copies and furnish five copies to the forest supervisor.

The forest supervisor will confirm the Escrow Waiver, Form 2200-13, retain the original and distribute two copies to the lender, one to the permittee and one to the ranger.

When the mortgage has been satisfied or the lender no longer desires to rely on the Escrow Waiver, Form 2200-13, he will send one executed copy of the release to the forest supervisor. The forest supervisor will notify the ranger that the lender no longer relies on the Escrow Waiver, Form

FILED
TETON COUNTY CLERK

RECORDED Nov. 23 1988 10:30AM
IN BOOK 54 Misc. PAGE 368
FEES 30.25 Mary L. LaClair COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

222723

The State of Wyoming)
: ss.
County of Sweetwater)

In the District Court

Third Judicial District

In the Matter of the Estate of)
)
Edward L. Taliaferro, deceased.)

Probate Case

No. P-87-77

ORDER APPROVING SECOND REPORT AND ACCOUNTING AND ORDER OF FURTHER PARTIAL DISTRIBUTION

William R. Taliaferro and Thomas S. Taliaferro, IV, the duly appointed, qualified and acting Personal Representatives of the estate of Edward L. Taliaferro, deceased, having on the 27th day of October, 1988, entered and filed herein an instrument entitled Second Report, Accounting and Petition for Further Partial Distribution, and the Court thereupon on said date entered its Order Setting Hearing on said Report for 10:00 o'clock A.M. on the 8th day of November, 1988, provided that no objections be filed on or before the 7th day of November, 1988, and said Personal Representatives having given Notice as required by law that said Report was filed on the 27th day of October, 1988 in the Office of the Clerk of Court and that objections thereto could be filed in writing with the Clerk at any time on or before the 7th day of November, 1988.

No objections to said Second Report, Accounting and Petition for Further Partial Distribution have been made or filed in the Office of the Clerk of the District Court, and said Second Report, Accounting and Petition for Further Partial Distribution came on this day regularly to be heard, proof having been made to the satisfaction of the Court that Notice of said Hearing has been given, as required by law, and the Court finds as follows:

Said Report and Accounting is in all respects true and correct, and all claims and debts against said estate, all expenses, fees and charges for administration occurring after the First Report, Accounting and etc., filed herein on July 29, 1988, have been fully paid, discharged and satisfied as required by law. A closing letter from the Internal Revenue Service on the Federal Estate Tax Return has not yet been received. The distributees named in the Last Will and Testament of the decedent, William R. Taliaferro, Thomas S. Taliaferro, IV and Susan T. VanMatre under date of October 13, 1988, entered into a Stipulation and Agreement for division of the assets for distribution to distributees of the estate, which has been filed herein and to which reference is hereby made.

It further appearing that said Stipulation is in substantial conformity with the provisions contained in the Will and Codicil of the decedent, and appear to be in the best interest of the estate and the distributees, and contains adequate protection for contingencies for payment of additional Federal Estate Tax assessment and other costs and expenses which may be incurred by the estate, and therefore, the Stipulation should be approved.

It further appearing that in accordance with said Stipulation and the Will and Codicil of the decedent,

distribution should be made of the assets of the estate, except for the following personal property:

1. 308 shares of Green River Live Stock Company

2. 1300 shares Questar common stock

3. Accumulated cash on hand, including Bank account in the State Bank of Green River

The aforesaid assets should be held until a closing letter is received from the Internal Revenue Service, covering the Federal Estate Tax Return or until further Order of this Court.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that said Second Report, Accounting and Petition for Further Partial Distribution of William R. Taliaferro and Thomas S. Taliaferro, IV, as Personal Representatives, be, and the same is hereby, settled, allowed and approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Stipulation executed by William R. Taliaferro, Thomas S. Taliaferro, IV and Susan T. VanMatre filed herein on October 27, 1988, is hereby approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that there is hereby distributed and set over to William R. Taliaferro, the following described real and personal property:

1. An undivided one-half interest in the following described property:

Tract of grazing land in Lincoln County, Wyoming, described as follows: The E/2NW/4, SW/4NW/4, in Section 25, Township 23 North, Range 114 West, 6th P.M. and SE/4NE/4 in Section 26, Township 23 North, Range 114 West, 6th P.M.

2. An undivided one-half interest in the following described property:

The surface and minerals in the following described real property: Lot 1, (NE/4NE/4) and Lot 1 of Lot 2 also described as NE/4NW/4NE/4 in Section 6, Township 18 North, Range 111 West, 6th P.M., Sweetwater County, Wyoming, containing 39.64 acres.

3. An undivided one-third interest in the following described property:

Mineral estate in real property in Sweetwater, Lincoln and Sublette Counties as described on Exhibit "3" attached hereto.

4. 700 shares Big Sandy Live Stock Company

5. 2500 shares Wyoming Community Development Bond

6. 250 shares Big Sandy Oil & Gas

7. An undivided one-half interest in loan made by decedent to William R. Taliaferro on August 25, 1986 in the original amount of

$80,000.00, of which $10,000.00 was distributed to William R. Taliaferro in satisfaction of his specific bequest by the Decree dated August 18, 1988, which distribution will result in an additional offset of $35,000.00.

Assumption of one-half of the loan from Green River Live Stock Company to the estate, in the amount of $31,441.11, of which William R. Taliaferro assumes liability for $15,720.55.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that there is hereby distributed and set over to Thomas S. Taliaferro, IV, the following described real and personal property:

1. An undivided one-half interest in the following described property:

Tract of grazing land in Lincoln County, Wyoming, described as follows: The E/2NW/4, SW/4NW/4, in Section 25, Township 23 North, Range 114 West, 6th P.M. and SE/4NE/4 in Section 26, Township 23 North, Range 114 West, 6th P.M.

2. An undivided one-half interest in the following described property:

The surface and minerals in the following described real property: Lot 1, (NE/4NE/4) and Lot 1 of Lot 2 also described as NE/4NW/4NE/4 in Section 6, Township 18 North, Range 111 West, 6th P.M., Sweetwater County, Wyoming, containing 39.64 acres.

3. An undivided one-third interest in the following described property:

Mineral estate in real property in Sweetwater, Lincoln and Sublette Counties as described on Exhibit "3" attached hereto.

4. 700 shares Big Sandy Live Stock Company

5. 2500 shares Wyoming Community Development Bond

6. 250 shares Big Sandy Oil & Gas

7. One-half of the unpaid loan made by decedent to William R. Taliaferro on August 25, 1986, in the original amount of $80,000.00, which was reduced by offset of $10,000.00 against the specific bequest to William R. Taliaferro contained in the Codicil of the decedent, and offset of the remaining one-half, $35,000.00, against the distributive share of William R. Taliaferro, leaving a net distribution to Thomas S. Taliaferro, IV of $35,000.00.

Assumption of one-half of the loan from Green River Live Stock Company to the estate, in the amount of $31,441.11, of which Thomas S. Taliaferro, IV assumes liability for $15,720.56.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that there is hereby distributed and set over to Susan T.

VanMatre, the following described real and personal property:

1. An undivided one-third interest in the following described property:

Mineral Estate in real property in Sweetwater, Lincoln and Sublette Counties as described on Exhibit "3" attached hereto.

2. Residence of decedent and Lot at 337 Virginia Circle, Green River, Wyoming. For detailed description of land see Exhibit "1", Tract A, B and C attached hereto.

3. Rental residence in Virginia Circle, Green River, Wyoming. For detailed description of land, see Exhibit "2" attached hereto.

4. 34½ shares of Green River Mercantile Company common stock

5. 39 shares Green River Mercantile Company preferred stock

6. 34 shares United Realty Company

7. 220 shares Union Pacific Corp.

8. 167 shares Phelps Dodge

9. 50 shares Kansas Gas and Electric Corporation, common

10. 250 shares Public Service Commission of Colorado, common stock

11. 120 shares Kerr-McGee common stock

12. 200 shares Portland GE common stock

13. 150 shares Alabama Power, 8.72 preferred

14. 275 shares Pacificorp

15. 100 shares Public Service Company of Colorado, 8.40 cummulative preferred

16. 100 shares Occidental Petroleum Corporation, common stock

17. Household furnishings situate in the residence at 337 Virginia Circle

The foregoing distribution to Susan T. VanMatre includes the specific bequest set over to her in the Order Approving First Report and Accounting and Order of Partial Distribution, dated August 18, 1988.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that William R. Taliaferro and Thomas S. Taliaferro, IV shall continue to administer the assets not otherwise ordered distributed, until further Order of this Court, as herein-above provided.

DONE IN OPEN COURT this 8th day of November, 1988.

I hereby certify that the foregoing is a true and correct copy of the original on file and recorded in my office.
DONALD A. BROWN, Clerk of the District Court
County of Sweetwater
State of Wyoming

/s/ Jane Rychlec
JUDGE

EXHIBIT "1"

Residence of E. L. Taliaferro at 337 Virginia Circle, Green River, Wyoming:

TRACT A

A tract of land in the Northeast Quarter of the Northeast Quarter (NE/4NE/4) of Section 22, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming, more particularly described as follows: Beginning at the point of intersection Northeasterly of the Westerly line of North Second East Street (formerly Cedar Street) in the Original Town of Green River, Wyoming, as surveyed, platted and recorded, with the Northerly line of East Third North Street (formerly Third Street) as relocated, said East Third North Street now being 40 feet wide; thence Northwesterly along the Northerly line of East Third North Street a distance of 28.03 feet to the Southeasterly corner of the tract of land, said Southeasterly corner being South 15°33' West 841.83 feet from the Northeast corner of Section 22, Resurvey Township 18 North, Range 107 West of the 6th P.M.; thence continuing Northwesterly along the Northerly line of East Third North Street a distance of 80.6 feet; thence Northeasterly along the arc of a circle, said arc having a radius of 149 feet and a central angle of 25 degrees a distance of 65.01 feet; thence Southeasterly along a radial line 80.6 feet; thence Southwesterly along the arc of a circle, said arc having a radius of 68.4 feet and a central angle of 25 degrees a distance of 29.85 feet to the Southeasterly corner of the tract of land. Said tract of land containing 3823 square feet more or less.

TRACT B

A tract of land in the Northeast Quarter of the Northeast Quarter (NE/4NE/4) of Section twenty-two (22), Township 18 North, Range One Hundred Seven (107) West of the Sixth (6th) P.M., Sweetwater County, Wyoming, and being more particularly described as follows:- (being a portion of Virginia Circle, Green River, Wyoming)

Beginning at a point on the Section line between Section 22 and 23, said point being S. 0° 24' W., a distance of 317.18 feet from the northeast corner of Section 22, said point being an intersection of the easterly line of Blocks 1 and 4 of the Washington School Addition with the East line of Section 22; thence S. 0° 24' W. along the East line of Section 22 a distance of 480.56 feet to an intersection with the arc of a circle having a radius of 174 feet and being on the northerly boundary of a 25 foot strip of land deeded by T. S. Taliaferro, Jr. to the Town of Green River, Wyoming, as a thoroughfare and storm ditch on February 2, 1920, and recorded in Deed Record Book T. page 486 in the office of the County Clerk of Sweetwater Wyoming; thence westerly along the arc of a circle to the left, said circle having a radius of 174 feet and a central angle of 124° 42' 31" and being tangent to a line having a bearing of N. 18° 13' 29" W., a distance of 378.72 feet to a point on the northerly line of East Third North Street as established by deed to T. S. Taliaferro, Jr. by the Town of Green River, Wyoming, on February 2, 1920, and being the center line of a street formerly known as Third Street, the end of said arc being tangent to a line having a bearing of S. 37° 04' W., said line being parallel to the easterly line of Blocks 1 and 4 of the Washington School Addition; thence N. 52° 56' W., a distance of 13.89 feet along the northerly line of East Third North Street to an intersection with the easterly line of Blocks 1 and 4 of the Washington School Addition produced southwesterly; thence N. 37° 04' E., a distance of 38.52 feet more or less to the southeasterly corner of Block 4 of the Washington School Addition; thence N. 37° 04' E. along the easterly line of Blocks 4 and 1 of the Washington School Addition a distance of 489.99 feet to the point of beginning, containing an area of 56,322.62 square feet or 1.293 acres more or less.

TRACT C

A tract of land in the Northeast quarter of the Northeast quarter (NE/4NE/4) of Section Twenty-two (22), Township Eighteen (18) North, Range One Hundred Seven (107) West of the Sixth (6th) P.M., Sweetwater County, Wyoming, and being more particularly described as follows: (being a portion of Virginia Circle, Green River, Wyoming)

Beginning at a point on the Section line between Sections 22 and 23, said point being S. 0° 24' W.;

a distance of 908.88 feet from the northeast corner of Section 22 and an intersection with the arc of a circle having a radius of 174 feet and being on the northerly boundary of a 25 foot strip of land deeded by T. S. Taliaferro, Jr. to the Town of Green River, Wyoming, as a thoroughfare and storm ditch on February 2, 1920, and recorded in Deed Record Book T, Page 486 in the office of the County Clerk of Sweetwater County, Wyoming; thence S. 0° 24' W., a distance of 67.18 feet along the East line of Section 22 to an intersection with the northerly line of East Third North Street as established by deed to T. S. Taliaferro, Jr. by the Town of Green River, Wyoming, on February 2, 1920, and being the center line of a street formerly known as Third Street; thence N. 52° 56' W., a distance of 31.56 feet along the northerly line of East Third North Street to an intersection with the arc of a circle having a radius of 174 feet; thence northeasterly along the arc of the circle to the left a distance of 54.80 feet to the point of beginning, the arc of the circle having a central angle of 18° 02' 31" and being tangent to a line having a bearing of N. 37° 04' E. at the northerly line of East Third North Street and being tangent at its terminus at the section line to a course N. 19° 01' 21" E. The above described tract contains an area of 772.09 square feet or 0.177 acres, more or less.

Together with all appurtenances situate thereon and appertaining thereto, subject, however, to all exceptions and reservations of record.

EXHIBIT "2"

Rental residence in Virginia Circle, Green River, Wyoming, owned by E. L. Taliaferro:

A tract of land in the Northeast quarter of the Northeast quarter (NE/4NE/4) of Section 22, Township 18 North, Range 107 West of the Sixth Principal Meridian, more particularly described as follows:

Beginning at a point which is South eleven degrees three minutes and twenty-three seconds West (S 11° 03' 23" W) eight hundred and eighty three one-hundredths (800.83) feet from the Northeast corner of Section 22, Resurvey Township 18 North, Range 107 West of the Sixth Principal Meridian, Sweetwater County, Wyoming; thence northeasterly along a radial line eighty and six tenths (80.6) feet; thence southeasterly along the arc of a circle, said arc having a radius of one hundred forty-nine (149) feet and a central angle of forty-five degrees and thirty-five minutes (45° 35') one hundred eighteen and fifty-four one-hundredths (118.54) feet; thence southwesterly along a radial line eighty and six tenths (80.6) feet; thence northwesterly along the arc of a circle, said arc having a radius of sixty-eight and four tenths (68.4) feet; and a central angle of forty-five degrees and thirty-five minutes (45° 35') fifty-four and forty-two one-hundredths (54.42) feet to the point of beginning. Said tract of land containing six thousand nine hundred seventy and seven one-hundredths (6970.07) square feet, more or less.

EXHIBIT "3"

Sweetwater County, Wyoming

Oil, gas and other mineral interests in the following described lands in which decedent had a one-half interest:

TOWNSHIP 25 NORTH, RANGE 105 WEST OF THE SIXTH PRINCIPAL MERIDIAN
SECTION 5: E½SE¼
SECTION 7: NE¼NW¼, E½NE¼, E½SW¼ and SE¼

TOWNSHIP 17 NORTH, RANGE 106 WEST OF THE SIXTH PRINCIPAL MERIDIAN
SECTION 3: All
SECTION 5: All that portion lying North of the center of the Green River (which portion is also described as Lots 5, 6, 7, 8, 9, 10, 11, 15, 16, S½N½, NE¼SE¼ and NW¼SW¼ of said Section 5), except that portion of the S½ thereof lying north of the center of the Green River (which excepted portion is also described as Lots 9, 10, 11, 15 and 16, NW¼SW¼ and NE¼SE¼ of said Section 5).
SECTION 9: E½ and E½W½
SECTION 11: All

TOWNSHIP 18 NORTH, RANGE 106 WEST OF THE SIXTH PRINCIPAL MERIDIAN
SECTION 15: All that portion lying East of a line parallel with and 200 feet distant easterly from the center line of the original main track of Union Pacific Railroad, when measured at right angles thereto.
SECTION 19: All that portion lying South of a line parallel with and 200 feet distant southerly from the center line of the original main track of Union Pacific Railroad, when measured at right angles thereto.
SECTION 21: All that portion lying South of a line parallel with and 200 feet distant southerly from the center line of the original main track of Union Pacific Railroad, when measured at right angles thereto.
SECTION 23: All
SECTION 27: All
SECTION 29: All
SECTION 31: All that portion lying North and East of the center of the Green River.
SECTION 33: All
SECTION 35: All

TOWNSHIP 25 NORTH, RANGE 106 WEST OF THE SIXTH PRINCIPAL MERIDIAN
SECTION 11: SW¼
SECTION 14: NW¼ and W½SW¼

TOWNSHIP 17 NORTH, RANGE 107 WEST OF THE SIXTH PRINCIPAL MERIDIAN

SECTION 1: All that portion lying North of the center of the Green River.

TOWNSHIP 18 NORTH, RANGE 107 WEST OF THE SIXTH PRINCIPAL MERIDIAN

SECTION 25: All

TOWNSHIP 23 NORTH, RANGE 111 WEST OF THE SIXTH PRINCIPAL MERIDIAN

SECTIONS 6 and 7: Tract 39 (also described as Lots 1, 2, 7 and 8 of Section 7, Township 23 North, Range 111 West of the 6th P.M.)

TOWNSHIP 23 AND 24 NORTH, RANGE 111 WEST OF THE SIXTH PRINCIPAL MERIDIAN

SECTIONS 6, 31 AND 32: Tract 37 (also described as W/2SW/4 of Section 5 and Lots 1, 7, 8 and 13 of Section 6, Township 23 North, Range 111 West of the 6th P.M.

TOWNSHIP 18 NORTH, RANGE 111 WEST, 6TH P. M.

SECTION 6: All (Frontier Formation)

Oil, gas and other mineral interests in the following described lands in which decedent had a 12.33% interest:

TOWNSHIP 12 NORTH, RANGE 111 WEST OF THE 6TH P. M.

SECTION 14: Lots 1, 2, 3, E/2NE/4

Oil, gas and other mineral interests in the following described lands in which decedent had approximately a 10% interest:

TOWNSHIP 12 NORTH, RANGE 111 WEST OF THE 6TH P.M.

SECTION 13: LOTS 7, 8, 9, 14, SW1/4 NE1/4

SECTION 19: LOTS 13, 14, 15, 16, 17, NE1/4 SE1/4

SECTION 30: LOTS 2, 3, 4

TRACT 63 (E1/2 SE1/4 Sec 13; E1/2 NE1/4 Sec 24, TOWNSHIP 12 North, Range 112 West, Original Survey)

TRACT 64 (SE1/4 NE1/4, N1/2 SE1/4, LOT 4, Sec 24, Township 12 North, Range 112 West, Original Survey)

Sweetwater County, Wyoming (Continued)

TOWNSHIP 12 NORTH, RANGE 111 AND 112 WEST OF THE 6TH P.M.

TRACT 65 A, B, C, D, E, F (SE1/4 NW1/4, N1/2 SW1/4- Lot 1, Sec 24, Township 12 North, Range 112 West, Original Survey)

TOWNSHIP 12 NORTH, RANGE 112 WEST OF THE 6TH P.M.

TRACT 56 (SE1/4 SE1/4, Sec 14; E1/2 NE1/4, Sec 23; SW1/4 NW1/4 Sec 24, Township 12 North, Range 112 West, Original Survey)

TRACT 57 A, B (SW1/4 SW1/4 Sec 13; NW1/4 NW1/4 Sec 24, Township 12 North, Range 112 West, Original Survey)

SECTION 24: LOT 15

SECTION 25: LOT 1

Lincoln County, Wyoming

Oil, gas and other mineral interests in the following described lands in which decedent had a one-half interest:

TOWNSHIP 20 NORTH, RANGE 116 WEST OF THE 6TH P. M.
SECTION 2: Lots 2 and 3, N/2SE/4, SW/4SE/4, S/2NE/4, E/2SW/4, SW/4SW/4, NW/4SE/4, N/2SW/4, and SE/4NW/4

TOWNSHIP 21 NORTH, RANGE 115 WEST OF THE 6TH P. M.
SECTION 10: E/2NW/4

80 Acres

TOWNSHIP 22 NORTH, RANGE 115 WEST OF THE 6TH P. M.
SECTION 12: SE/4NE/4

40 Acres

TOWNSHIP 23 NORTH, RANGE 112 WEST OF THE 6TH P. M.
SECTION 7: N/2SE/4, SE/4SE/4, and Lot 11
SECTION 8: SW/4SW/4
SECTION 17: NE/4, E/2NW/4, NW/4NW/4, N/2NW/4, SE/4NW/4

TOWNSHIP 23 NORTH, RANGE 112 AND 113 WEST OF THE 6TH P. M.
TRACT 37: Except a tract of 9.08 acres as deeded out to Lincoln County, which deed was recorded March 2, 1938 in Book 18 of Deeds at Page 511.

TOWNSHIP 23 NORTH, RANGE 113 WEST OF THE 6TH P. M.
SECTION 14: Lot 40, Lot 3, W/2NE/4, SE/4NW/4, and NE/4SW/4; except a tract of 3.16 acres and a tract of 0.85 acres as deeded to Lincoln County, which deed was recorded March 2, 1938 in Book 18 of Deeds at Page 512.

1,324.98 Acres

SECTION 11 AND 12: Lot 37

TOWNSHIP 23 NORTH, RANGE 113 WEST OF THE 6TH P. M.
SECTION 10: Lot 37 and Lot 41; originally patented as NE/4NW/4, N/2NE/4, and SE/4NE/4.
SECTION 11: S/2N/2
SECTION 12: Lot 11
SECTION 14: Lot 40; also described as the W/2NE/4, SE/4NW/4, and NE/4SW/4.

Lincoln County, Wyoming (Continued)

TOWNSHIP 23 NORTH, RANGE 114 WEST OF THE 6TH P. M.
SECTION 24: E/2SE/4, SW/4SE/4, and SE/4SW/4
160 Acres

TOWNSHIP 23 NORTH, RANGE 114 WEST OF THE 6TH P. M.
SECTION 25: E/2NW/4, SW/4NW/4
SECTION 26: SE/4NE/4

160 Acres

160 Acres

TOWNSHIP 23 NORTH, RANGE 115 WEST OF THE 6TH P. M.
SECTION 27: NE/4NE/4

40 Acres

SECTION 29: E/2NE/4
SECTION 33: SE/4SE/4
SECTION 34: S/2S/2
SECTION 35: SW/4NE/4, SE/4NW/4, all of the SW/4, and SW/4SE/4

TOWNSHIP 24 NORTH, RANGE 114 WEST OF THE 6TH P. M.
SECTION 26: N/2S/2
SECTION 29: N/2S/2, NE/4SE/4
SECTION 30: N/2SE/4, NE/4SW/4, N/2S/2; and Lot 7

TOWNSHIP 24 NORTH, RANGE 115 WEST OF THE 6TH P. M.
SECTION 25: N/2SE/4
SECTION 29: N/2SW/4 and NW/4SE/4

Sublette County, Wyoming

Oil, gas and other mineral interests in the following described lands in which decedent had a one-half interest:

TOWNSHIP 29 NORTH, RANGE 105 WEST OF THE 6TH P. M.
SECTIONS 5 AND 18: All that portion of Lots 2, 3, SW/4NE/4, NW/4SE/4 Section 5 and the E/2E/2 Section 18, lying west of the center of the Big Sandy Creek.

TOWNSHIP 30 NORTH, RANGE 105 WEST OF THE 6TH P. M.
SECTION 32: All that portion of the SW/4NW/4, W/2SW/4, SE/4SW/4 Section 32, lying west of the center of the Big Sandy Creek.

TOWNSHIP 27 NORTH, RANGE 107 WEST OF THE 6TH P. M.
SECTION 26: SW/4NW/4

Rlsd. BK 21 Rel. pg. 197

A S S I G N M E N T

For value received, the undersigned Assignor___do___ hereby sell, transfer, assign and set over to The Equality State Bank, Cheyenne, Wyoming, its successors and assigns, all of the right, title and interest of the undersigned Assignor___ in and to the following described accounts:

(1) Contract for Deed between Richard A Kriest and Ruth H. Kriest and Big Wyoming Associates, Ltd., dated June 19,1984, in the amount of $18,000.00, on property described as follows:

A parcel of land out of the E½W½ of Section 33 and W½W½ of Section 34, T. 32N. Range 106 West generally designated as the Pocket Creek Ranch, Big Wyoming Enterprises, which parcel of land, encompassing 40 acres, more or less, is more specifically described as follows:

The NE¼ of the NW¼ of said Section 33 being Parcel 4 of the Pocket Creek Ranch Plat.

(2) Contract for Deed between Dene L. and Lori J. Martin and Big Wyoming Associates, Ltd., dated April 29,1983, in the amount of $18,000.00, property described as follows:

A parcel of land out of the E½ and E½W½ of Section 33 and W½W½ of Section 34, T. 32 N. Range 106 West generally designated as the Pocket Creek Ranch, Big Wyoming Enterprises, which parcel of land, encompassing 40 acres, more or less, is more specifically described as follows:

The NW¼ of the NW¼ of said Section 34 Being Parcel 1 of the Pocket Creek Ranch Plat.

(3) Contract for Deed between Timothy W. Dupont and Big Wyoming Associates, Ltd., dated July 3,1984, in the amount of $18,000.00, property described as follows:

A parcel of land out of the E½ and E½W½ Section 33, and W½W½ of Section 34, T. 32 N. Range 106 West generally designated as the Pocket Creek Ranch, Big Wyoming Enterprises, which parcel of land, encompassing 40 acres, more or less, is more specifically described as follows:

The SE¼ of the NE¼ of said Section 33 being Parcel 7 of the Pocket Creek Ranch Plat.

(4) Contract for Deed between Eugene C and Marlene K. McGlashen and Big Wyoming Associates, Ltd., dated July 2,1984, in the amount of $18,000.00, on property described as follows:

A parcel of land out of the E½ and E½W½ of Section 33 and W½W½ of Section 34, T. 32N. Range 106 West generally designated as the Pocket Creek Ranch, Big Wyoming Enterprises, which parcel of land, encompassing 40 acres, more or less, is more specifically described as follows:

The NW¼ of the SE¼ of Said Section 33 Being Parcel 11 of the Pocket Creek Ranch Plat

(5) Contract for Deed between The McCanless Co. and Big Wyoming Associates, Ltd., dated June 29,1984, in the amount of $18,000.00, property described as follows:

A parcel of land out of the E½ and E½E½ of Section 33 and W½W½ of Section 34, T. 32N. Range 106 West generally designated as the Pocket Creek Ranch, Big Wyoming Enterprises, which parcel of land, encompassing 40 acres, more or less, is more specifically described as follows:

The NW¼ of the SW¼ of Said Section 33 being Parcel 10 of the Pocket Creek Ranch Plat.

222739

RECORDED Nov. 28 1988 11:00 A.M.
IN BOOK 54 Misc. PAGE 382
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Joan Riley

Rba BK 21 Pg 138 7-2-01

(6) Contract for Deed between Steven D. and Jeanne C. Boyd and Big Wyoming Associates, Ltd., dated July 16,1984, in the amount of $18,000.00, property described as follows:

A parcel of land out of the E½ and E½W½ of Section 33 and W½W½ of Section 34 T. 32 N. Range 106 West generally designated as the Pocket Creek Ranch, Big Wyoming Enterprises, which parcel of land, encompassing 40 acres, more or less, is more specifically described as follows:

The NE¼ of the SW¼ of Said Section 33, being Parcel 12 of the Pocket Creek Ranch Plat.

(7) Contract for Deed between Ronald W. and Connie A. McQueen and Big Wyoming Associates, Ltd., dated May 20,1984, in the amount of $18,000.00, property described as follows:

A parcel of land out of the E½ and E½W½ of Section 33 and W½W½ of Section 34, T. 32 N. Range 106 west generally designated as the Pocket Creek Ranch, Big Wyoming Enterprises, which parcel of land, encompassing 40 acres, more or less, is more specifically described as follows:

The SW¼ of the NE¼ of said Section 33, Being Parcel 6 of the Pocket Creek Ranch Plat.

(8) Contract for Deed between Raymond G. and Anita F. Wall and Big Wyoming Associates, Ltd., dated May 20,1985, in the amount of $18,000.00, property described as follows:

Portion of E½ and the E½ of the W½ of Section 33 and the W½W½ of Section 34, Township 32 N. Range 106 West generally designated as the Pocket Creek Ranch Big Wyoming Enterprises, and which conveyed parcel of land encompassing approximately 40 acres is more specifically described as Parcel #8 thereof and descrubed by Legal description as follows:

The SW¼ of the SE¼ of said Section 33 Being Parcel 8 of the Pocket Creek Ranch Plat.

(9) Contract for Deed between Eugene C. and Marlene K. McGlashen and Big Wyoming Associates, Ltd., dated April 17,1984, in the amount of $18,000.00, property described as follows:

A parcel of land out of the E½ and E½W¼ of Section 33 and W½W½ of Section 34, T. 32 N. Range 106 West generally designated as the Pocket Creek Ranch, Big Wyoming Enterprises, which parcel of land, encompassing 40 acres, more or less, is more specifically described as follows:

The SE¼ of the SE¼ of Said Section 33 being Parcel 15 of the Pocket Creek Ranch Plat.

(10) Contract for Deed Jon A. and VirJeanne R. Baker and Big Wyoming Associates, Ltd., dated May 4,1983, in the amount of $18,000.00, property described as follows:

A parcel of land out of the E½ and E½W½ of Section 33 and W½W½ of Section 34 T. 32 N. Range 106 West generally designated as the Pocket Creek Ranch, Big Wyoming Enterprises, which parcel of land, encompassing 40 acres, more or less, is more specifically described as follows:

The SE¼ of the SW¼ of said Section 33 Being Parcel 13 of the Pcoket Creek Ranch Plat.

(11) Contract for Deed between Steven D. and Jeanne C. Boyd and Big Wyoming Associates, Ltd., dated July 11,1983, in the amount of $18,000.00, property described as follows:

A parcel of land out of the E½ and E½W½ of Section 33 and W½W½ of Section 34, T. 32 N. Range 106 West generally designated as the Pocket Creek Ranch, Big Wyoming Enterprises,which parcel of land, encompassing 40 acres, more or less, is more specifically described as follows:

The SW¼ of the SW¼ of said Section 34 Being Parcel 16 of the Pocket Creek Ranch Plat.

(12) Contract for Deed between Mr. & Mrs. Jim E. Bodin, Mr. & Mrs. David W. Stevenson, & Mr. & Mrs. Elmer Bodin and Big Wyoming Associates, Ltd., dated September 12,1983, in the amount of $18,000.00, property described as follows:

A parcel of land out of the E½ and E½W½ of Section 33 and W½W½ of Section 34, T. 32 N. Range 106 West generally designated as the Pocket Creek Ranch, Big Wyoming Enterprises, which parcel of land, encompassing 40 acres, more or less, is more specifically described as follows:

The NW¼ of the SW¼ of said Section 34, being Parcel 9 of the Pocket Creek Ranch Plat.

(13) Contract for Deed between Timothy W. DuPont, Monique B. DuPont, Timothy W. DuPont & Nichole L. DuPont and Big Wyoming Associates, Ltd., dated August 2, 1983, in the amount of &18,000.00, property described as follows:

A parcel of land out of the E½ and E½W½ of Section 33 and W½W½ of Section 34, T. 32 N. Range 106 West generally designated as the Pocket Creek Ranch, Big Wyoming Enterprises, which parcel of land, encompassing 40 acres, more or less, is more specifically described as follows:

The NE¼ of the NE¼ of said Section 33 being Parcel 2 of the Pocket Creek Ranch Plat.

(14) Contract for Deed between A. Bernice Austin, Sharon P. Sample, Connie M. Kizzire, Steve R. Kizzire and Big Wyoming Associates, Ltd., dated April 24, 1984, in the amount of $10,000.00, property described as follows:

A parcel of land out of the E½ and E½W½ of Section 33 and W½W½ of Section 34, T. 32 N. Range 106 West generally designated as the Pocket Creek Ranch, Big Wyoming Enterprises, which parcel of land, encompassing 40 acres, more or less, is more specifically described as follows:

The SE¼ of the NW¼ of said Section 33 being Parcel 5 of the Pocket Creek Ranch Plat.

(15) Contract for Deed between Wilbert E. and Barbara S. Wright and Big Wyoming Associates, Ltd., dated May 3,1984, in the amount of $18,000.00, property described as follows:

A parcel of land out of the E½ and E½W½ of Section 33 and W½W½ of Section 34, T. 32 N. Range 106 West generally designated as the Pocket Creek Ranch, Big Wyoming Enterprises, which parcel of land, encompassing 40 acres, more or less, is more specifically described as follows:

The NW¼ of the NE¼ of said Section 33 being Parcel 3 of the Pocket Creek Ranch Plat.

(16) Contract for Deed between Harold B. and Judy A. Standish and Big Wyoming Associates, Ltd., dated June 27,1983, in the amount of $18,000.00, property described as follows:

A parcel of land out of the E½ and E½W½ of Section 33 and W½W½ of Section 34, T. 32 N. Range 106 West generally designated as the Pocket Creek Ranch, Big Wyoming Enterprises, which parcel of land, encompassing 40 acres, more or less, is more specifically described as follows:

The SW¼ of the SE¼ of said Section 33 being Parcel 14 of the Pocket Creek Ranch Plat.

including all rights of action or otherwise to assignor accrued or hereafter to accrue thereunder, and do hereby authorize said Assignee in its own name to demand, sue for, and collect and comprise the same, and to take all legal steps said Assignee is hereby irrevocably appointed to be our attorney in fact in the premises, for all the purposes hereof.

IN WITNESS WHEREOF, the undersigned Assignor has executed these presents at Cheyenne, Wyoming, this 2nd day of September, A.D., 1988.

Big Wyoming Associates, LTD

M.V. Federer, General Partner

State of Wyoming

County of Laramie

The foregoing instrument was acknowledged before me by M.V. Federer, General Partner of Big Wyoming Associates, LTD, this 29th day of September, 1988.
WITNESS MY HAND AND OFFICIAL SEAL.
Notary

State of Wyoming

County of Laramie

BERNADINE BRIGGS NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires February 20, 1991

M.V. Federer, Revocable Trust

Margie Federer, Trustee

The foregoing instrument was acknowledged before me by Margie Federer, Trustee, this 29th day of September, 1988.
WITNESS MY HAND AND OFFICIAL SEAL.
Notary

BERNADINE BRIGGS NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires February 20, 1991

Notification of the above Assignment acknowledged and the same accepted this 2nd day of September, 1988.

Equality State Bank Escrow Department

Marlys A. Wilson, Asst. Vice President

State of Wyoming

County of Laramie

The foregoing instrument was acknowledged before me by Marlys A. Wilson, this 29th day of September, 1988.
WITNESS MY HAND AND OFFICIAL SEAL.
Notary

BERNADINE BRIGGS NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires February 20, 1991

IN THE DISTRICT COURT OF SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

LAWRENCE GIOVANNONI, et al., Plaintiff,	)	Civil Action No. 3775
vs.	)	RELEASE OF LIEN AND SATISFACTION OF JUDGMENT
SLEEPING INDIAN OUTFITTERS, et al., Defendant.	)	

Pursuant to a judgment entered November 23, 1987, in Giovanni v. Sleeping Indian Outfitters, et. al., Sublette County Civil Action #3775 a lien in the amount of Twenty Thousand Dollars ($20,000.00) was established by the court running against the following described real property:

> ALL THAT PART OF THE NW1/4SE1/4 and of the SW1/4NE1/4 and of the SE1/4 of Section 29, T38N, R113W, 6th P.M., lying north and east of the U.S. Highway No. 187, described as follows:
>
> Beginning at the NE corner of the SE1/4NW1/4 of said Section 29, which point is marked with a cobblestone 4x8x12 inches, set in the ground, marked 1/16 on the north face and B on the south face, with a pole setting along-side, and proceeding Easterly along the North line of the SW1/4NE1/4 of said Section 20 for a distance of 1311 feet, more or less, to the NE corner of said SW1/4NE1/4; thence proceeding Southerly along the East line of said SW1/4NE1/4 a distance of 1318 feet, more or less, to the SE corner of said SW1/4NE1/4; thence continuing Southerly along the East line of the NW1/4SE1/4 of said Section 29 a distance of 733 feet, more or less, to the point where the East line of said NW1/4SE1/4 intersects the Northerly right of way line of U.S. Highway 187, which is approximately at Station 762 plus 69.4 of the Highway Survey; thence proceeding along the Northerly right of way line of U.S. Highway No. 187, N53°27'W., a distance of 694.6 feet, more or less, to Station 755 plus 74.8 of the Highway Survey, which point is the beginning of a spiral curve to the right; thence continuing along the Northerly right of way line of U.S. Highway No. 187 around a 2°00' spiral curve to the right for a distance of 200 feet to Station 753 plus 74.8 of the Highway Survey, which point is the beginning of a circular curve to the right; thence continuing along the Northerly right of way line of U.S. Highway No. 187
>
> around a 2°00; circular curve to the right, the central angle of which is 6°00' for a distance of 300 feet to Station 750 plus 74.8 of the Highway Survey, which point is the beginning of a spiral curve to the right; thence continuing along the Northerly right of way line of U.S. Highway No. 187, around a 2°00' spiral curve to the right for a distance of 200 feet, more or less to

222740

RECORDED Nov. 28 1988 11:00 A M
IN BOOK 54 Misc. PAGE 386
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By [redacted] - Deputy

Station 748 plus 74.8 of the Highway Survey, which point is the end of said curve; thence continuing along the Northerly right of way line of U.S. Highway No. 187, N43°27'W., a distance of 1610.2 feet, more or less, to approximately Station 732 plus 64.6 of the Highway Survey, the point where the Northerly right of way line of the U.S. Highway No. 187 intersects the north line of the SE1/4/NW1/4 of said Section 29; thence proceeding easterly along the north line of said SE1/4NW1/4 a distance of 873 feet, more or less, to the northeast corner of said SE1/4NW1/4, which point is the point of beginning of this traverse, EXCEPTING THEREFROM A TRACT OF LAND DEEDED TO JESS JOHNSON, RECORDED IN BOOK 7 OF DEED, PAGE 431, described as follows: Beginning at Corner No. 1 which lies N. 78°42'W., a distance of 2842.4 feet from the W1/2 corner of Section 28, T38N, R113W, 6th P.M.; thence N. 43°35'W., a distance of 335 feet to Corner No. 2, which is along the U.S. HIghway No. 187 right of way fence; thence N.46°25'E., for a distance of 335 feet to corner No. 4; thence S. 46°25 W., for a distance of 130 feet to corner No. 1, the point of beginning; AND EXCEPTING ALSO THEREFROM A TRACT OF LAND LOCATED IN THE SE1/4NE1/4 more particularly described as follows: Beginning at Corner No. 1 which lies N.78°42'W., a distance of 2842.4 feet from the West Quarter Corner of Section 28, T38N, R113W, 6th P.M., and being on the right of way of U.S. Highway No. 187, and the point of beginning of this traverse; thence northeasterly 250 feet to Corner No. 2; thence southeasterly and parellel with Highway right of way 350 feet to Corner No. 3; thence southwesterly 250 feet to Corner No. 4, being a point on U.S. Highway No. 187 right of way; thence northwesterly 350 feet, more or less, along said right of way to Corner No. 1, the point of beginning. EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF THE HOBACK RIVER.
Together with all improvements and appurtenances thereunto appertaining: SUBJECT TO prior mineral reservations of record; and SUBJECT TO rights of ingress and egress to prospect for, mine and remove said minerals;

It is acknowledged that Paul Crittenden, Sr. and Paula Crittenden have paid Twenty Thousand Dollars ($20,000.00) pursuant to the November 23, 1987, judgment.

Plaintiffs Lawrence Giovanni, James Telegan, Rick Telegan, Virgil Giovanni and Joseph Spriutenberg, by and through their attorney Frank Hess acknowledges that the judgment lien attaching to this real property has been satisfied by the payment to them from Paul Crittenden, Sr. and Paula Crittenden. The judgment lien shall be and is released upon execution of this document and that portion of the judgment establishing a lien on the property running to the Plaintiffs is satisfied.

The plaintiffs release and discharge Paul Crittenden Sr. and Paula Crittenden from any courses of action, claims or demands growing out of or relating to the described property.

This Release of Lien and Satisfaction of Judgment contains the entire agreement between Plaintiffs and Paul Crittenden, Sr. and Paula Crittenden. The terms of this document are contractual and not a recitation.

DATED this 15th day of November, 1988.

Frank Hess
Attorney for Plaintiffs

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

ALVINA V. MILLER, of said County and State, being first duly sworn on her oath, deposes and says:

That she is the wife of CARL G. MILLER, a/k/a CARL GLEAH MILLER, deceased, who died July 24, 1987 in Laramie County, State of Wyoming.

That at the time of the death of CARL G. MILLER, a/k/a CARL GLEAH MILLER, he owned an equitable interest in certain real property by virtue of a certain Mortgage Deed With Release of Homestead; said land being more particularly described as follows:

> Lot Forty (40), Cooley Third Addition to the Town of Pinedale, Sublette County, Wyoming as the same appears on the official plat thereof as 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;

Said respective Mortgage Deed being recorded in the office of the Sublette County Clerk on November 4, 1986 in Book 46 of Mortgages at page 627.

That the deceased, CARL G. MILLER, a/k/a CARL GLEAH MILLER, is one and the same person as CARL GLEAH MILLER, one of the mortgagees in the beforementioned Mortgage Deed With Release of Homestead, and that the affiant, ALVINA V. MILLER, is one and the same person as the said ALVINA V. MILLER, the other mortgagee in the beforemention Mortgage Deed With Release of Homestead.

That the beforementioned Mortgage Deed With Release of Homestead created a tenancy of an estate by the entireties with full right of survivorship under the laws of the State of Wyoming, and at the death of CARL G. MILLER a/k/a CARL GLEAH MILLER, deceased, all equity, right, title and interest in the beforementioned real property passed to and was vested in ALVINA V. MILLER.

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 CARL G. MILLER, a/k/a CARL GLEAH MILLER, deceased.

DATED this 30 day of November, 1988.

Alvina V. Miller
ALVINA V. MILLER

Subscribed and sworn to before me by ALVINA V. MILLER this 30th day of November, 1988.

WITNESS my hand and official seal.

Eileen Fenner
NOTARY PUBLIC

My Commission Expires:
12-10-89

222758
RECORDED Nov. 30 1988 10:00 AM
IN BOOK 54 Misc. PAGE 389
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A. Sweeney, Deputy

389

390

285

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. Carl	Gleah	Miller	2. Male	3. July 24, 1987

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. American	5a. 85	5b.	5c.	6. February 15, 1902

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. De Paul Hospital	7b. Inpatient	7c. Cheyenne	7d. Laramie

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. Nebraska	9. USA	10. Married	11. Alvina Hagemeier	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. 520-01-7370	14a. Owner	14b. Miller's Motel

RESIDENCE STATE	COUNTY	CITY, TOWN OR LOCATION	STREET AND NUMBER	INSIDE CITY LIMITS? (Specify Yes or No)
15a. Wyoming	15b. Laramie	15c. Cheyenne	15d. 218 S. Greeley Hwy. #46	15e. No

PARENTS

FATHER—NAME FIRST	MIDDLE	LAST	MOTHER'S MAIDEN NAME FIRST	MIDDLE	LAST
16. Henry		Miller	17. Cora		Redding

INFORMANT—NAME (Type or Print)	MAILING ADDRESS STREET OR R.F.D. NO.	CITY OR TOWN	STATE	ZIP
18a. Alvina Miller	18b. 218 S. Greeley Hwy. #46	Cheyenne,	Wyoming	82007

DISPOSITION

BURIAL, CREMATION, REMOVAL, OTHER (Specify)	DATE (Mo., Day, Yr.)	CEMETERY OR CREMATORY—NAME	LOCATION CITY OR TOWN	STATE
19a. Burial	19b. 7-28-87	19c. Memorial Gardens	19d. Cheyenne,	Wyoming

FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH (Signature)	NUMBER	NAME OF FACILITY	NUMBER	ADDRESS OF FACILITY
20a. Edward H. Cooper	430	20b. Schrader Funeral Home	19	20c. Cheyenne, 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) James G. Haller M.D.

DATE SIGNED (Mo., Day, Yr.)	HOUR OF DEATH
21b. July 28, 1987	21c. 7:40 AM

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 time, date and place and due to the cause(s) stated.

(Signature and Title)

DATE SIGNED (Mo., Day, Yr.)	HOUR OF DEATH
22b.	22c.
PRONOUNCED DEAD (Mo., Day, Yr.)	PRONOUNCED DEAD (Hour)
22d.	22e. AM / PM

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

23. James G. Haller, M.D., 123 Western Hills Blvd., Cheyenne, Wyoming 820.

REGISTRAR

24a. (Signature) Walter Cobley III

DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) 24b. 7-31-87

CAUSE OF DEATH

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

25. PART I (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).)

(a) Left Ventricular failure — Interval between onset and death: 2 hours

DUE TO, OR AS A CONSEQUENCE OF:

(b) acute myocardial infarction — Interval between onset and death: 1 week

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 (a)

AUTOPSY (Specify Yes or No)	WAS CASE REFERRED TO CORONER (Specify Yes or No)
26. No	27. No

ACC., SUICIDE, HOM., UNDET. OR PENDING INVEST. (Specify)	DATE OF INJURY (Mo., Day, Yr.)	HOUR OF INJURY	DESCRIBE HOW INJURY OCCURRED
28a.	28b.	28c. AM / PM	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.		

Division of Health and Medical Services—Vital Records Services

PHYSICIAN: The law requires that the death certificate be signed within 24 hours after death. W.S. 35-1-418(c)
Penalty for failure to do so. W.S. 35-1-431(b)

R 2-78
83 15M

AUG 4 1987

SEAL

THIS IS TO CERTIFY that this reproduction is a true copy of a record on file in Wyoming Vital Records 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.

Date Issued August 11, 1987

Richard O Wallace
Deputy State Registrar

RELEASE OF EASEMENT

BANK OF JACKSON HOLE, a Wyoming Corporation of Jackson, Wyoming herein releases and quit claims any interest in a certain easement for ingress and egress over and across the NE¼NE¼ of Section 9, Township 36 North, Range 112 West of the 6th P.M., Wyoming for access to lands described as the SE¼ of Section 4 of said township and range as granted in a certain mortgage from DOYLE F. CHILD and ELAINE C. CHILD, husband and wife of Afton, Wyoming, recorded March 8, 1988 in Book 49 of Mortgages, page 114 in Sublette County, Pinedale, Wyoming and referred to in that certain mortgage from said DOYLE F. CHILD and ELAINE C. CHILD to the BANK OF JACKSON HOLE and recorded August 4, 1988 in Book 49 of Mortgages, page 462 in said Sublette County.

Signed at Jackson, Wyoming this 28th day of November, 1988.

BANK OF JACKSON HOLE

BY: _____
Melvin D. Hutchings, President

ATTEST: _____

STATE OF WYOMING)
)
COUNTY OF TETON)

On this 28th day of November, 1988 before me personally appeared Melvin D. Hutchings, to me personally known who being by me duly sworn, did say that he is the President of BANK OF JACKSON HOLE, and that the seal affixed to said instrument is the corporation 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 President acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public

Witness my hand and official seal.

222771

RECORDED Dec. 1 19 88 8:45 A M
IN BOOK 54 Misc. PAGE 391
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

MEMORANDUM OF OPTION

HEREBY TAKE NOTICE that under an EXCLUSIVE OPTION TO PURCHASE REAL PROPERTY dated the 1st day of ~~November~~ December, 1988, between JANET D. TIBBALS, a/k/a JANET TIBBALS, a single woman, by and through her attorney in fact JAMES S. PAYNE under those certain Powers of Attorney dated 9/25/88 and 11/16/88, as Grantor, and JAMES A. BAKER, III, as Grantee, the Grantor did grant, sell and convey to the Grantee, the exclusive and irrevocable option and right to purchase the real property described as follows, to-wit:

Township 32 North, Range 106 West of the 6th P.M., Sublette County, Wyoming:

Section 7:	Lots One (1), Two (2), Nine (9) and Ten (10), E½SW¼, E½SE¼, (Also described as the S½);
Section 8:	Lots Three (3), Four (4), Five (5), Six (6) and Seven (7), NE¼SW¼, N½SE¼, (Also described as the S½);
Section 9:	NW¼SW¼, S½SW¼
Section 17:	Lots One (1), Two (2), Three (3), Four (4) and Six (6), NW¼, N½SW¼, (Also described as the N½, N½SW¼, NW¼SE¼);
Section 18:	Lots One (1) and Two (2), E½NW¼, NE¼, NE¼SE¼, (Also described as N½, NE¼SE¼);

TOGETHER WITH all improvements, water rights, ditch rights, easements or other appurtenances thereunto appertaining;
TOGETHER WITH all minerals and mineral rights appurtenant thereunto as are owned by Grantor.
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; and, to prior mineral reservations of record.

There are ~~may~~ MANY other covenants in the original Exclusive Option To Purchase Real Property of which each party has a copy. Said Option is effective until December 1, 1990.

Grantor is specifically prevented from mortgaging, transferring, conveying, leasing or otherwise encumbering the above described real property to any third party during the course of said option period. Any attempt to do so is void.

DATED this 1st day of December, 1988.

GRANTOR:

Janet D. Tibbals
JANET D. TIBBALS, a/k/a
JANET TIBBALS

James S. Payne
BY: JAMES S. PAYNE,
her attorney in fact

DATED this 29th day of November, 1988.

222777

GRANTEE:

James A. Baker III
JAMES A. BAKER, III

RECORDED Dec. 1 1988 4:20 PM
IN BOOK 54 Misc PAGE 392
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum of Option** was acknowledged before me by JANET D. TIBBALS a/k/a JANET TIBBALS, by JAMES S. PAYNE, her attorney in fact, this 1st day of December, 1988.

Witness my hand and official seal.

Susan J. Rodgers
Notary Public
State of
Wyoming
County of
Sublette
My Commission expires
Dec. 12, 1990

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

DISTRICT OF COLUMBIA)
) ss.
CITY OF WASHINGTON D.C.)

The foregoing **Memorandum of Option** was acknowledged before me by JAMES A. BAKER, III, this 29th day of November, 1988.

Witness my hand and official seal.

KENNETH BENNETT NOTARY PUBLIC DISTRICT OF COLUMBIA

NOTARY PUBLIC

My Commission Expires:
March 14, 1989

LEASE AGREEMENT

THIS AGREEMENT ("LEASE") made this 29th day of November, 1988, by and between JANET D. TIBBALS, a/k/a JANET TIBBALS, a single woman, by and through her attorney in fact, JAMES S. PAYNE under those certain Powers of Attorney dated 9/25/88 and 11/16/88, ("LESSOR"), and JAMES A. BAKER, III. ("LESSEE");

WHEREAS, Lessor has agreed with Lessee to lease certain real property. together the improvements situate thereon.

NOW THEREFORE. in consideration of the terms. conditions and covenants contained in this Lease, Lessor and Lessee agree as follows:

W I T N E S S E T H:

1. **Leasing Clause:** Lessor does hereby lease to Lessee for and in consideration of the rents and covenants hereinafter mentioned to be paid and be performed, the real property and improvements described in Exhibit "A" (the premises) attached hereto and by this reference made a part hereof.

2. **Term:** The term of this lease shall commence on November 30, 1988. The term of this Lease shall run until 12/1/90.

3. **Rent:** Lessee covenants to pay Lessor rentals in the sum of $25,000.00. Said sum shall be payable as follows:

The sum of $12,500.00 shall be payable upon the signing of this Lease, and an additional $12,500.00 shall be payable on 12/1/89.

4. **Taxes and Utilities:** Lessor shall pay all general and special real estate taxes and assessments levied against the premises during the term of the lease. In the event Lessor shall fail to promptly pay said taxes or assessments, Lessee shall have the right to advance said sums and withhold said amount, together with interest thereon at the rate of 10% per annum, from the sums due hereunder or to otherwise recover said sums advanced from Lessor.

5. **Insurance:** Lessee shall not be required to maintain any property insurance on the improvements located on the leased premises. If Lessee shall choose to maintain such insurance and a loss occurs which is reimbursed by said insurance, Lessor shall have no claim or right to said funds. Each party shall maintain their own liability insurance as they shall see fit.

6. **Use of Premises:** Lessee intends to use the demised premises for a cattle and hay ranch operation but his use of said property shall in no way be controlled or limited thereby.

7. **Default:** If either party to this lease is ever in default under the terms and provisions of this lease, or if either party commits a breach of any one or more of the promises, covenants, terms, and conditions of this lease, then the defaulting party shall mail or deliver a written notice to that effect to the party in default. This notice shall state the precise nature of the default or breach. If the default or breach involves the payment of money, the defaulting party shall have forty-five (45) days after the receipt of the notice of default to cure the same. If the default or breach involves something other than the payment of money, the non-defaulting party shall have sixty (60) days after the receipt of the notice of default to start to cure and correct the same and shall thereafter complete the same with all

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FEES $10.00 Mary C. Lankford COUNTY CLERK
[redacted]BLETTE COUNTY, PINEDALE, WYOMING

reasonable speed and diligence. If the breach shall not be cured within the allowed period and the Lessee shall be the non-breaching party, Lessee shall have all remedies available at law and shall recover his reasonable attorney's fees as determined by the Court if litigation results. If the breach shall not be cured within the allowed period and Lessor shall be the non-breaching party, Lessor shall have the right to declare this lease terminated and retake possession of the leased premises free of any further right or claim of the Lessee. Lessor shall also have all other remedies available at law and shall recover her reasonable attorney's fees as determined by the Court if litigation results.

8. **Covenant of Quiet Possession:** So long as the Lessee performs all of his duties and obligations hereunder, he shall have the right to hold and enjoy the full and quiet possession of the premises and to use and occupy said premises, subject only to all of the terms and provisions set forth in this lease.

9. **Notices:** Whenever under this lease provision is made for notice of any kind, such notice shall be in writing and signed by or on behalf of the party giving or making the same, and it shall be deemed sufficient notice and service thereof, if such notice is sent by registered or certified mail, postage prepaid to the last Post Office address furnished in writing for such purpose.

Lessee's initial address for notices is:

JAMES A. BAKER, III
2415 Foxhall Road, N.W.
Washington, D.C. 20007

Lessor's initial address for notices is:

JANET D. TIBBALS
P.O. Box 116
Boulder, WY 82923

10. **Construction, Usage, and Interpretation:** Whenever in this lease the singular is used and the plural would be applicable, then such usage of the singular shall be deemed and considered to include the plural. Whenever in this lease the plural is used and the singular would be applicable, then such usage of the plural shall be deemed and considered to include the singular. Whenever in this lease a particular gender is used and another gender is applicable, then such usage shall be deemed to consider and include the other, actually applicable, gender.

11. **Miscellaneous:** One or more waivers of the covenants or conditions by the Lessor or Lessee shall not be constructed as a waiver of any further breach of the same covenant or condition, nor shall the consent or approval of either party to any act be deemed to waive or render unnecessary such party's consent or approval to any subsequent or similar act. The covenants, agreements, and obligations herein contained shall extend to, bind and insure to the benefit not only of the parties hereto but also to the respective personal representatives, successors, assigns, and heirs.

12. **B.L.M. Permit:** The leased premises shall include the B.L.M. permit allowing 126 A.U.M.'s in the Sage Brush Basin Allotment for which the leased premises is used as base property. Lessor shall execute the necessary documents to authorize Lessee's use of this allotment.

13. **Existing Lease:** This Lease is made subject to that certain lease between Lessor and Wayne Jensen dated 5/7/88 and concerning the same real property. Lessee shall have the right to receive any and all sums payable to Lessor under said Lease.

Lessor shall execute a separate Assignment of Lease concerning said payments.

14. **No Future Encumberance:** Lessor shall not attempt to encumber or transfer the demised premises during the course of this lease.

15. **Mineral Interest:** This Lease includes the right in Lessee to receive any and all income that may accrue from any minerals appurtenant to the leased premises which are owned by Lessor. This specifically includes any lease bonus payments, delay rentals or royalties. Any lease of said minerals must be approved and executed by Lessee or the same shall be void.

DATED this 1st day of December, 1988.

LESSOR:

Janet D. Tibbals
JANET D. TIBBALS a/k/a
JANET TIBBALS

James S. Payne
BY: JAMES S. PAYNE,
her attorney in fact

DATED this 29th day of November, 1988.

LESSEE:

James A. Baker III
JAMES A. BAKER, III

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Lease Agreement** was acknowledged before me by JANET D. TIBBALS, a/k/a JANET TIBBALS by JAMES S. PAYNE, her attorney in fact, this 1st day of December, 1988.

WITNESS my hand and official seal.

Susan J. Rodgers
Notary Public
County of Sublette
State of Wyoming
My Commission expires: Dec. 12, 1990

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

DISTRICT OF COLUMBIA)
) ss.
CITY OF WASHINGTON D.C.)

The foregoing **Lease Agreement** was acknowledged before me by JAMES A. BAKER, III, this 2nd day of December, 1988.

WITNESS my hand and official seal.

[illegible]
NOTARY PUBLIC

My Commission Expires:
March 14, 1987

EDITH BENNETT NOTARY PUBLIC DISTRICT OF COLUMBIA

EXHIBIT "A"

Township 32 North, Range 106 West of the 6th P.M., Sublette County, Wyoming;

Section 7:	Lots One (1), Two (2), Nine (9) and Ten (10), E½SW¼, E½SE¼, (Also described as the S½);
Section 8:	Lots Three (3), Four (4), Five (5), Six (6) and Seven (7), NE¼SW¼, N½SE¼, (Also described as the S½);
Section 9:	NW¼SW¼, S½SW¼
Section 17:	Lots One (1), Two (2), Three (3), Four (4) and Six (6), NW¼, N½SW¼, (Also described as the N½, N½SW¼, NW¼SE¼);
Section 18:	Lots One (1) and Two (2), E½NW¼, NE¼, NE¼SE¼, (Also described as N½, NE¼SE¼);

TOGETHER WITH all improvements, water rights, ditch rights, easements or other appurtenances thereunto appertaining;
TOGETHER WITH all minerals and mineral rights appurtenant thereunto as are owned by Grantor.
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; and, to prior mineral reservations of record.

MUTUAL EASEMENTS

WHEREAS, T.J. LAND & CATTLE, INC., a Wyoming corporation, hereinafter referred to as T.J., is the owner of certain real property located in Sublette County, Wyoming; and,

WHEREAS, JAMES A. BAKER, III, hereinafter referred to as Baker, is leasing, or shall hereafter lease, with an option to purchase certain real property located in Sublette County, Wyoming adjacent to the property of T.J.; and,

WHEREAS, the parties have determined that it would be to their respective benefit to acquire certain easements across the property of the other;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN THE PARTIES DO HEREBY AGREE AND CONTRACT AS FOLLOWS:

I. T.J. does hereby give, grant and convey unto Baker, his heirs and assigns, an easement of the following description and on the following terms:

A. **Description:** The easement granted hereby is described as follows:

An easement thirty (30) feet in width across, thorugh and on that part of Lots 3 and 4 ($W\frac{1}{2}SW\frac{1}{4}$) and the $NE\frac{1}{4}SW\frac{1}{4}$ of Section 18, Township 32 North, Range 106 West of the 6th P.M., Sublette County, Wyoming, located within the following described parcels:

A parcel of land 30 feet in width, through Section 23 and Section 24, Township 32 North, Range 107 West and through Section 19 and Section 18, Township 32 North Range 106 West of the 6th P.M., Sublette County, Wyoming, the centerline of which is described as:

Beginning at a point in the $S\frac{1}{2}$ of Section 23, Township 32 North, Range 107 West, said point being on the centerline of Wyoming State Highway 353, and being located S.40°25'W., a distance of 4072 feet from the northeast corner of Section 23, thence from said point of beginning along an existing road through the following traverse;

north, a distance of 400 feet;
thence N.70°21'E., a distance of 149 feet, to a point on the south line of the $NE\frac{1}{4}$ of Section 23;
thence entering the $NE\frac{1}{4}$ of Section 23, N.37°48'E., a distance of 310 feet;
thence N.41°38'E., a distance of 361 feet;
thence N.48°36'E., a distance of 280 feet;
thence N.21°19'E., a distance of 97 feet;
thence N.40°40'W., a distance of 230 feet;
thence N.07°14'W., a distance of 121 feet;
thence N.60°50'E., a distance of 103 feet;
thence S.66°03'E., a distance of 246 feet;
thence S.54°06'E., a distance of 179 feet;
thence N.85°18'E., a distance of 181 feet;
thence S.62°34'E., a distance of 152 feet;
thence N.80°31'E., a distance of 152 feet;
thence N.48°54'E., a distance of 312 feet;
thence N.68°14'E., a distance of 134 feet;
thence N.50°46'E., a distance of 143 feet to a junction in the road;
thence along the road to the right, N.78°23'E., a distance of 148 feet;
thence S.41°43'E., a distance of 127 feet;
thence S.89°52'E., a distance of 105 feet;

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FEES $18.75 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, [redacted] WYOMING

thence N.65°48'E., a distance of 220 feet;
thence N.85°23'E., a distance of 60 feet to the east line of the NE¼ of Section 23;
thence entering the N½ of Section 24, Township 32 North, Range 107 West, S.73°31'E., a distance of 229 feet;
thence N.77°08'E., a distance of 359 feet;
thence N.83°34'E., a distance of 936 feet;
thence N.67°05'E., a distance of 244 feet;
thence N.38°22'E., a distance of 121 feet;
thence N.20°00'E., a distance of 293 feet;
thence N.52°14'E., a distance of 253 feet;
thence N.69°28'E., a distance of 85 feet;
thence N.25°46'E., a distance of 139 feet;
thence N.75°32'E., a distance of 160 feet;
thence N.52°19'E., a distance of 139 feet;
thence N.85°29'E., a distance of 381 feet;
thence N.78°28'E., a distance of 250 feet;
thence N.58°02'E., a distance of 142 feet;
thence S.72°13'E., a distance of 262 feet;
thence S.59°40'E., a distance of 475 feet;
thence S.79°58'E., a distance of 346 feet;
thence S.74°34'E., a distance of 150 feet;
thence N.45°01'E., a distance of 156 feet;
thence N.65°26'E., a distance of 324 feet;
thence N.71°51'E., a distance of 321 feet to a point on the east line of the N½ of Section 24;
thence entering Lot 1 (NW¼NW¼) of Section 19, Township 32 North, Range 106 West, N.65°40'E., a distance of 231 feet;
thence N.80°49'E., a distance of 187 feet;
thence North a distance of 170 feet, to a point on the north line of Lot 1 (NW¼NW¼) of Section 19;
thence entering Lot 4, (SW¼SW¼) of Section 18, Township 32 North, Range 106 West, N.05°06'E., a distance of 55 feet;
thence N.20°41'E., a distance of 241 feet;
thence N.70°19'E., a distance of 281 feet, to a junction with an existing road;
thence along the road to the left, N.24°56'E., a distance of 226 feet;
thence N.11°17'W., a distance of 255 feet;
thence N.09°26'E., a distance of 122 feet;
thence N.42°08'E., a distance of 350 feet;
thence N.24°38'E., a distance of 106 feet, to a point on the north line of Lot 4 (SW¼SW¼) of Section 18;
thence entering Lot 3 (NW¼SW¼) of Section 18, N.24°38'E., a distance of 192 feet to a point on the east line of Lot 3 (NW¼SW¼) of Section 18;
thence entering the NE¼SW¼ of Section 18, N.24°38'E., a distance of 230 feet;
thence N.38°21'E., a distance of 306 feet;
thence N.43°32'E., a distance of 276 feet;
thence N.30°02'E., a distance of 370 feet;
thence N.38°52'E., a distance of 231 feet, to a point on the south line of the N½ of Section 18, the terminal point of this right-of-way.

And a parcel of land 30 feet in width, through the S½ of Section 18, Township 32 North, Range 106 West of the 6th P.M., Sublette County, Wyoming, the centerline of which is described as follows:

Beginning at a point in Lot 4 (SW¼SW¼) of Section 18 on the centerline of a road junction on the previously described road easement, said point being located N.86°08'E., a distance of 5868 feet from the northeast corner of Section 23, Township 32 North, Range 107 West;
thence from said point of beginning, N.67°52'E., along the road to the right, a distance of 465 feet, to a point on the east line of Lot 4, (SW¼SW¼);
thence entering the SE¼SW¼ of Section 18, N.55°59'E., a distance of 500 feet;
thence N.86°07'E., a distance of 151 feet;
thence S.79°03'E., a distance of 763 feet, to a point on the east line

of the SE¼SW¼ of Section 18;
thence entering the S½SE¼ of Section 18, N.74°30'E., a distance of 561 feet;
thence N.82°20'E., a distance of 262 feet;
thence N.68°12'E., a distance of 593 feet;
thence N.51°56'E., a distance of 292 feet, to the north line of the SE¼SE¼ of Section 18, the terminal point of this right-of-way;

The foregoing legal descriptions have not been surveyed on the ground, but have been scaled off of a photo enlargement of the U.S.G.S. Fremont Butte Wyoming Quadrangel map.

Also being described as the presently existing road located generally on the above specific description.

B. **Purpose:** The purpose of the easement is to construct, maintain and improve a road for access to and from the real property described as:

Township 32 North, Range 106 West of the 6th P.M., Sublette County, Wyoming;

Section 7:	Lots One (1), Two (2), Nine (9) and Ten (10), E½SW¼, E½SE¼, (Also described as the S½);
Section 8:	Lots Three (3), Four (4), Five (5), Six (6) and Seven (7), NE¼SW¼, N½SE¼, (Also described as the S½);
Section 9:	NW¼SW¼, S½SW¼
Section 17:	Lots One (1), Two (2), Three (3), Four (4) and Six (6), NW¼, N½SW¼, (Also described as the N½, N½SW¼, NW¼SE¼);
Section 18:	Lots One (1) and Two (2), E½NW¼, NE¼, NE¼SE¼, (Also described as N½, NE¼SE¼);

Said easement shall be for the benefit of Baker, his family, guests and employees and such other third parties as he shall authorize.

C. **Status:** Baker is leasing or shall lease the real property described in paragraph II for a period of two (2) years and holds or shall hold option to purchase said real property at the end of said lease period. The easement granted herein to Baker shall remain personal in nature to Baker, his heirs or assigns, until such time as fee title shall vest to the real property described in paragraph II in Baker, his heirs or assigns. Upon fee title to said concerned real property vesting in Baker, his heirs or assigns, said easement shall then attach to, run with and be appurtenant to the real property described in paragraph II above. In the event Baker, his heirs or assigns, shall not exercise the option to purchase the real property described in paragraph II above or shall exercise said option but fail to complete the option terms so as to cause fee title to vest in Baker, his heirs or assigns, Baker, his heirs or assigns, shall execute all documents necessary to transfer said easement back to T.J.

D. **Bridges:** This easement grant includes the right to construct, maintain and improve any bridges as shall be reasonably necessary for the purpose

for which this easement is granted. Provided, that any new bridge constructed shall be of a style and type mutually agreed on by the parties. In the event the parties shall be unable to agree on such style and type, they shall appoint a third person to arbitrate said decision. Said third person's decision shall be binding and final as to this matter.

E. **Non-Exclusive:** This easement is non-exclusive in nature. T.J. reserves the continued right to the use of said easement and to allow the use of said easement by its assigns.

F. **Maintenance:** Neither T.J. nor Baker shall have any affirmative duty to maintain or improve the easement described herein. Any maintenance or improvement undertaken by one party without the express agreement by the other party to share in the cost of said maintenance or improvement shall be at the sole cost and expense of the party undertaking said maintenance or improvement of the easement.

G. **Access:** The parties shall mutually cooperate in order to reasonably prevent the use of said easement by unauthorized third parties.

II. Baker does hereby give, grant and convey unto T.J. and its assigns an easement of the following description and on the following terms:

A. **Description:** The easement is located completly in Township 32 North, Range 106 West of the 6th P.M., Sublette County, Wyoming and is more particularly described as follows:

> A strip of land one hundred (100) feet in width commencing on the west boundary line of the NE¼SE¼ of Section 18 and running to the east boundary line of Lot 4, Section 17 and having as its south boundary the south boundary line of the NE¼SE¼ of Section 18, the N½SW¼, Lot 6 and Lot 4 of Section 17 and having as its east boundary the east boundary line of Lot 6 of Section 17.

B. **Purpose:** The purpose of this easement shall be for the trailing of cattle to and from the real property of T.J. described as:

> Township 32 North, Range 106 West of the 6th P.M., Sublette County, Wyoming;
>
> Section 18: Lot 4; and E½SW¼;
>
> Township 33 North, Range 106 West of the 6th P.M., Sublette County, Wyoming;
>
> Section 19: E½SW¼; and W½SE¼;
>
> Section 29: SW¼SW¼;
>
> Section 30: SE¼; and NW¼ (also described as Lots 1 and 2 and E½NW¼); and N½NE¼;
>
> Section 31: All;

Section 32: NW¼; and N½SW¼; and Lot 1;

Township 32 North, Range 107 West of the 6th P.M., Sublette County, Wyoming;

Section 1: E½W½ (also described as Lot 3 and SE¼NW¼ and E½SW¼);

Section 2: NW¼; and E½SW¼; and NW¼SW¼; and SE¼NE¼; and SE¼ (excepting a tract conveyed to the United States of America, containing 1.17 acres, more or less. more fully described in Book 12 of Deeds, Page 391);

Section 4: E½E½ (also described as Lot 1 and SE¼NE¼ and E½SE¼);

Section 11: E½NW¼; and NE¼ (also described as Lots 1, 2, 3 and 4);

Section 12: W½NW¼; and SE¼NW¼; and NE¼SW¼; and N½SE¼ (also described as NW¼SE¼ and Lot 3);

Section 13: W½; and SW¼NE¼; and W½SE¼; and Lot 4;

Section 14: E½ (except a tract of 22.5 acres, more or less, conveyed by deed to Howard Routh, recorded in Book 6, Page 206);

Township 33 North, Range 107 West of the 6th P.M., Sublette County, Wyoming;

Section 23: SE¼SW¼; and NE¼SE¼; and E½SE¼SE¼; and W½SW¼SE¼; and W½NW¼SE¼; and N½NE¼NW¼SE¼; and N½S½NE¼NW¼SE¼; and S½SE¼NE¼NW¼SE¼;

Section 25: E½NE¼; and SE¼; and SW¼NW¼;

Section 26: NW¼; and N½SW¼; and W½NE¼; and SE¼NE¼; and E½SE¼;

Section 27: SE¼SW¼; and SW¼SE¼;

Section 34: E½W½; and SE¼; and NW¼NE¼; and S½NE¼;

Section 35: W½SW¼; and SW¼NW¼; and E½NE¼;

Section 36: S½SE¼; and NW¼SE¼;

to certain leased lands of T.J. located in Section 16, Township 32 North, Range 106 West of the 6th P.M., Sublette County, Wyoming. The cattle shall be trailed to said leased land in the Spring and removed as T.J. shall designate.

C. **Damages:** T.J. shall control the cattle using this easement at all times so as to minimize any damage to Baker's property. Any damage to Baker's property or fences resulting from the use of this easement shall be promptly repaired by T.J.

D. **Dominate Estate:** This easement shall attach to, run with and be appurtenant to Baker's real property described above in paragraph II for so long as T.J. or its assigns shall lease or own property in Section 16, Township 34 North, Range 106 West of the 6th P.M., Sublette County, Wyoming. In the event T.J. or its assigns shall cease to lease or own property in Section 16, Township 34 North, Range 106 West of the 6th P.M., Sublette County, Wyoming, T.J. or its assigns shall

execute all documents necessary to transfer said easement back to Baker.

E. **Improvements:** There shall be no improvements made to this easement. Any gates in Baker's fence necessary to allow the reasonable use of this easement shall be constructed and maintained by T.J. at its sole expense.

DATED this 29th day of November, 1988.

James A. Baker III.
JAMES A. BAKER, III

DATED this 22nd day of November, 1988.

ATTEST:

SEAL

Tony Lieberman
Secretary

T.J. LAND & CATTLE, INC., a Wyoming corporation:

BY: _____

ITS: Pres't

DISTRICT OF COLUMBIA)
) ss.
CITY OF WASHINGTON D.C.)

The foregoing **Mutual Easements** was acknowledged before me by JAMES A. BAKER, III, this 29th day of November, 1988.

Witness my hand and official seal.

March
NOTARY PUBLIC

My Commission Expires: March 14, 1989

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mutual Easements** was acknowledged before me by T.J. LAND & CATTLE, INC., by Lee Lieberman its President and attested to and sealed by its Secretary this 22nd day of November, 1988.

Witness my hand and official seal.

Susan J. Rodgers
Notary Public
State of
Wyoming
County of
Sublette
My Commission expires
Dec. 12, 1990

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

CERTIFICATE OF SALE

MidFirst Savings and Loan Association of Oklahoma City, Oklahoma, having been assigned the mortgage interest and currently being the mortgage holder of the following described property:

> That part of the NE¼SW¼ of Section 29, Township 34 North, Range 109 West of the 6th Principal Meridian, Sublette County, Wyoming, being and situate northeasterly of the east right of way line of the Pinedale-Cora County Road; and may be secondarily described as:
>
> Beginning at the center one-quarter corner of said Section 29 where is found a flintstone 6" x 6" x 5" above ground marked CEN 29 on N, B on S, in mound of stones; thence N. 89°48' W., 308.5 feet along the east-west mid-section line to a point on the east right of way line of said county road; thence southerly 786.8 feet along the said east right of way line being an arc of a curve with radius of 1597.1 feet to a point; thence N. 00°32' E., 717.5 feet along the north-south mid-section line to the place of beginning.
>
> Together with all improvements thereon and appurtenances and hereditaments thereunto or in anywise appertaining;
>
> Together with rents, issues and profits thereof;

the above described mortgage having been executed by Samuel J. Pearce and Dianne L. Pearce, husband and wife, as mortgagors to Wallick and Volk, Inc. of Cheyenne, Wyoming as mortgagee, which mortgage was recorded May 25, 1983 in Book 39 of Mortgages at Page 608, and mortgagee having subsequently assigned this mortgage to Victor Federal Savings and Loan Association of Gaithersburg, Maryland, which assignment was duly recorded in Book 45 of Mortgages at Page 202, and was subsequently assigned to MidFirst Savings and Loan Association of Oklahoma City, Oklahoma, which assignment was duly recorded in Book 49 of Mortgages at Page 92, all in the office of the County Clerk of Sublette County, Wyoming; the mortgage note which is secured by the mortgage on the above described property is in default and Notice of Intent

222790

RECORDED Dec. 2 1988 10:15 A M
IN BOOK 54 Misc. PAGE 404
FEES $ 12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

to Foreclose, together with a copy of the Notice of Foreclosure Sale, has been given to debtor and all other persons interested in the above described property. Default in the above described mortgage note has not been cured and payment of the indebtedness has not been made by the debtor or other interested parties. Notice of Foreclosure Sale has been published in the Pinedale Roundup, a newspaper of general circulation in Sublette County, Wyoming, once a week for four (4) consecutive weeks, beginning October 27, 1988 and ending November 17, 1988. In accordance with the Notice of Foreclosure Sale, a public auction of the above described property was held on the 2nd day of December, 1988 at 10:00 a.m. at the front door of the Courthouse for the District Court of Sublette County, located at Pinedale, Wyoming. The property has been purchased by the mortgage holder, MidFirst Savings and Loan Association, of Oklahoma City, Oklahoma, and the amount of its bid was $48,794.00, and this was the highest bid received. The purchaser is entitled to a deed for the property at the expiration of four (4) months from sale unless the property is redeemed prior to that date as provided by law. Attached hereto is an Affidavit of service, Affidavit regarding attorney's fees, and Affidavit of Publication.

DATED this 2nd day of December, 1988.

SUBLETTE COUNTY SHERIFF

By: Hank Ruland
Deputy

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Hank Ruland, being (Deputy) County Sheriff for Sublette County, Wyoming, this 2nd day of December, 1988.

WITNESS my hand and official seal.

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires 7-28-92

(S E A L)

Edwin R. Adams
Notary Public

My Commission Expires:

STATE OF WYOMING)
) SS. AFFIDAVIT
COUNTY OF PARK)

I, R. Scott Kath, being of lawful age and first duly sworn upon oath, depose and say:

1. I am the attorney for MidFirst Savings and Loan Association of Oklahoma City, Oklahoma, the mortgage holder on the following described property, to-wit:

That part of the NE¼SW¼ of Section 29, Township 34 North, Range 109 West of the 6th Principal Meridian, Sublette County, Wyoming, being and situate northeasterly of the east right of way line of the Pinedale-Cora County Road; and may be secondarily described as:

Beginning at the center one-quarter corner of said Section 29 where is found a flintstone 6" x 6" x 5" above ground marked CEN 29 on N, ∃B on S, in mound of stones; thence N. 89°48' W., 308.5 feet along the east-west mid-section line to a point on the east right of way line of said county road; thence southerly 786.8 feet along the said east right of way line being an arc of a curve with radius of 1597.1 feet to a point; thence N. 00°32' E., 717.5 feet along the north-south mid-section line to the place of beginning.

2. I did serve by certified mail, return receipt requested, notice of intent to foreclose, together with notice of sale, upon Samuel J. Pearce and Dianne L. Pearce, the record owners at their last known address of Mile Hi Drive, No. 43, Deadwood, South Dakota 57732; and upon Samuel J. Pearce and Dianne L. Pearce and/or Occupant at Star Route #2, Box 1G, Ehman Lane County Road, Pinedale, Wyoming 82941, which is the address of the property.

3. The address wherein this notice has been sent is the last known address of the above named persons and is also the address of the above described property.

4. The notice was mailed more than ten (10) days prior to the date of first publication of the notice of sale.

DATED this 23rd day of November, 1988.

R. Scott Kath

Subscribed and sworn to before me by R. Scott Kath this 23rd day of November, 1988.
WITNESS my hand and official seal.

JANET M. MAHONEY NOTARY PUBLIC
STATE OF WYOMING COUNTY OF PARK
My Commission Expires: March 8, 1990

Notary Public

My Commission Expires: 3/8/90

STATE OF WYOMING)
) SS. AFFIDAVIT
COUNTY OF PARK)

I, R. Scott Kath, being of lawful age and first duly sworn upon oath, depose and say:

1. I am the attorney for MidFirst Savings and Loan Association of Oklahoma City, Oklahoma, the mortgage holder on the following described property, to-wit:

That part of the NE¼SW¼ of Section 29, Township 34 North, Range 109 West of the 6th Principal Meridian, Sublette County, Wyoming, being and situate northeasterly of the east right of way line of the Pinedale-Cora County Road; and may be secondarily described as:

Beginning at the center one-quarter corner of said Section 29 where is found a flintstone 6" x 6" x 5" above ground marked CEN 29 on N, ⅁ on S, in mound of stones; thence N. 89°48' W., 308.5 feet along the east-west mid-section line to a point on the east right of way line of said county road; thence southerly 786.8 feet along the said east right of way line being an arc of a curve with radius of 1597.1 feet to a point; thence N. 00°32' E., 717.5 feet along the north-south mid-section line to the place of beginning.

2. I am an attorney duly licensed, qualified and admitted to practice law in the State of Wyoming.

3. There has been and is no agreement, express or implied, between myself and my client nor between myself and any other person other than the law firm of Copenhaver, Copenhaver & Kath, for any sharing or division of said fee so to be allowed or added to the debt involved and said fee when so allowed or added to the debt shall be only as compensation for services actually rendered in the foreclosure proceeding by myself as an attorney admitted to practice in the State of Wyoming and residing therein.

DATED this 23rd day of November, 1988.

R. Scott Kath

Subscribed and sworn to before me by R. Scott Kath this 23rd day of November, 1988.
WITNESS my hand and official seal.

(S E A L)

Notary Public

My Commission Expires: 3/8/90

408

NOTICE OF FORECLOSURE SALE

Samuel J. Pearce and Dianne L. Pearce, husband and wife, having mortgaged the following described property unto Wallick and Volk, Inc. of Cheyenne, Wyoming by mortgage dated May 25, 1983, and recorded May 25, 1983 in Book 39 of Mortgages on Page 600, records of Sublette County, Wyoming, and said mortgage having been assigned to Victor Federal Savings and Loan association of Gaithersburg, Maryland, which assignment was recorded in Book 45 of Mortgages at Page 282, records of Sublette County, Wyoming, and said mortgage having subsequently been assigned to MidFirst Savings and Loan Association of Oklahoma City, Oklahoma, by assignment recorded in Book 49 of Mortgages at Page 92, records of Sublette County, Wyoming; and MidFirst Savings and Loan Association currently holds the mortgage note and mortgage securing said note on the following described property which is to be sold:

That part of the NE1/4SW1/4 of Section 29, Township 34 North, Range 109 West of the 6th Principal Meridian, Sublette County, Wyoming, being and situate northeasterly of the east right of way line of the Pinedale-Cora County Road; and may be secondarily described as:

Beginning at the center one-quarter corner of said Section 29 where is found a limestone 8" x 6" x 5" above ground marked CEN 29 on N, S on S, in mound of stones; thence N. 89°45' W., 308.5 feet along the east-west mid-section line to a point 15 feet east right of way line of said county road; thence southerly 710.3 feet along the said east right of way line being an arc of a curve with radius of 1597.4 feet to a point; thence N. 00°32' E. 717.5 feet along the north-south mid-section line to the point of beginning.

The mortgagors have been mailed notice of intent to sell at their last known address of Mile Hi Drive, #43, Deadwood, South Dakota 57732, and notice has been mailed to Samuel J. Pearce and Dianne L. Pearce or Occupant, Star Route #2, Box 161 Elkhorn Lane, Cora, Pinedale, Wyoming 82941, which is believed to be the address of the property, more than ten (10) days from the date of first publication of this notice.

There remains due on the debt secured by the mortgage and the above described property an unpaid principal balance in the amount of $43,999.78, together with interest accrued through October 10, 1988 of $2,713.38 and late penalties as of September 15, 1988 of $113.10. The total principal balance, together with accrued interest and late penalties, as of October 10, 1988, is $46,827.46. There will continue to accrue interest in the amount of $14.06 per day and late penalties of $22.62 on the 16th day of every month until all costs of foreclosure, including a reasonable sum for attorney's fees, as well as other incidental expenses, including property insurance and taxes or other assessments if required to be paid.

The above described property will be sold by the Sheriff or Deputy Sheriff of Sublette County, Wyoming at the front door of the Courthouse for the District Court in Sublette County located at Pinedale, Wyoming upon the 2nd day of December, 1988 at 10:00 a.m. or as soon thereafter as possible, to the highest bidder.

DATED this 13th day of October, 1988.

SUBLETTE COUNTY SHERIFF

By: /s/ Hank Ruland

Deputy

Publish in the Pinedale Roundup October 27, November 3, 10, 17, 1988.

AFFIDAVIT OF PUBLICATION

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

I, ... Todd Adams .....[redacted], being first dully sworn, deposes and says that he is the Editor of The Pinedale Roundup, a weekly newspaper published at Pinedale, in said County and State, that the annexed notice was published in.....4.....consecutive issues of said paper and not in a supplement, the first publication thereof being of the..27...day of .....Oct....., 1988 and the last publication thereof on the....3...day of.....Nov...., 1988

Todd Adams

Subscribed in my presence and sworn to before me this .....3..... day of .....Nov....., 1988

Disney Brunette
Notary Public

My Commission expires October 7, 1990

Disney Brunette
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Oct. 7, 1990

MEMORANDUM OF SALE

TO WHOM IT MAY CONCERN:

Please take notice that DOYLE F. CHILD and ELAINE C. CHILD, husband and wife, of Afton, Lincoln County, Wyoming, as SELLER, and ANDREAS PRANDELLI and ROBIN ANN ELMS, husband and wife, of 80 Locker Street, Beachwood, New Jersey 08722 as BUYER, have delivered to the Star Valley State Bank of Afton, Wyoming as Escrow Agent of the parties, a Real Estate Sales Agreement dated the 23rd day of September, 1988, 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 Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}SE\frac{1}{4}$) of Section 4, 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: Nov 14, 1988

222791

RECORDED Dec. 2 19 88 11:00 A.M.
IN BOOK 54 Misc. PAGE 409
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

DOYLE F. CHILD

ELAINE C. CHILD

ANDREAS PRANDELLI

ROBIN ANN ELMS

STATE OF WYOMING)
) SS
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by DOYLE F. CHILD and ELAINE C. CHILD, husband and wife, this 28th day of November, 1988.

Witness my hand and official seal.

(S E A L)

NOTARY PUBLIC

My commission expires: March 8, 1989

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me by ANDREAS PRANDELLI & ROBIN ANN ELMS, this 14th day of November, 1988. Witness my hand and official seal.

(S E A L)

NOTARY PUBLIC

My commission expires:

410

222806

RECORDED Dec. 5 1988 12:15PM
IN BOOK 54 Misc. PAGE 410
FEES $10.00 mary L Bankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

LEASE WITH OPTION

In consideration of the sum of Three Thousand, Sixty and NO/100 ($3.060.00) Dollars in hand paid and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, this AGREEMENT FOR LEASE WITH OPTION, made this 4th day of December, 1988, by and between RALPH ALLEN STEELE AND IRENE J. STEELE, partners in marriage, hereinafter called the "Grantor," which expression shall include Grantor's heirs, executors, administrators, assigns and successors in interest, and LAURENCE E. MICHNEVICH, JR. and SUZANNE HITTLE MICHNEVICH, partners in marriage, hereinafter called the "Grantee," and hereby the Grantor grants to the Grantee the exclusive and irrevocable option and right to purchase, under the conditions hereinafter provided, the real property described in Exhibit "A" as attached hereto, hereinafter called the "Property," including all improvements, together with all rights, easements and appurtenances thereunto belonging.

The title to the Property is to be conveyed free and clear of all encumbrances under the following terms:

1. Purchase Price. The total purchase price for the Property is Sixty Thousand and NO/100 (60,000.00) Dollars.

2. Terms. In the event this Option is exercized by the Grantee, the purchase price shall be paid and the transaction completed on the following terms:

(a) Period of Lease. The Grantee will lease the property for a period of five (5) years, said lease period having commenced on 12/1/88 and continuing until 12/1/93.

(b) Lease Payments. The Grantee shall pay the Grantor monthly payments of Three Hundred and NO/100 ($300.00) Dollars. Eighty-five percent of the monthly payment ($255.00) shall be fully and totally credited toward the purchase price of the Property.

(c) Option Payment. The option payment of Three Thousand, Forty and NO/100 ($3,040.00) shall be credited toward the purchase price of Property.

(d) Balance. The balance of the purchase price after current lease payments and the option payment as described above, may be paid by the Grantee at any time within the period of lease as described above, to fulfill the conditions of this agreement and to purchase the Property at that time. There will be no interest accrued on said balance payment whatsoever.

(e) Prepayment. Grantee shall have the right to make prepayment in part on the balance of purchase price at anytime. One Hundred percent (100%) of any prepayment shall be credited toward purchase price.

(f) Agreement For Sale. The actual sale of the Property shall be completed by an Agreement for sale. Said Agreement shall be drawn up, signed and added to this Lease With Option as Exhibit "B" within One Hundred, Twenty (120) days of the signing of this Lease With Option. All terms set out in said Agreement For Sale shall be incorporated herein, set forth in full.

3. Exercise of Option. The Grantee may exercise this option within anytime during aforementioned period of lease by mailing or delivering in person a written notice of exercise of option to Grantor or Grantor's representative. Said notice of exercise of option shall constitute an irrevocable and binding contract between the parties to sell and purchase the Property on the terms set out herein. Closing shall occur within sixty (60) days after receipt of said notice of exercise of option.

4. Risk of Loss. The Grantor shall bear the risk of loss and damages to the Property, including improvements and appurtenances at all times prior to closing. If any or all of the Property is damaged or destroyed prior to closing and this Option shall be exercised, the purchase price shall be reduced in an amount equal to the fair market value of said Property.

5. Assignment. The Grantee shall not assign this Option without the express written consent of the Grantor.

6. Termination of Lease. The Grantee may terminate this Lease with Option at anytime during the period of lease by informing Grantor of intent of termination Sixty (60) days prior to date of termination.

If due to emminent domain the Grantor's agreement becomes null and void the Grantor shall: a. reimburse to Grantee all monies paid by Grantee toward the purchase price of Property; b. compensate the Grantee at a fair market value for all improvements, including labor, done to the Property by the Grantee and the Grantee's representatives, during the Grantee's occupancy of Property. It is hereby acknowledged and recorded that the Grantee began occupancy of said Property on November 1,1967.

We do hereby acknowledge the above Lease with Option as a legal and binding contract.

GRANTOR:

Ralph Allen Steele

RALPH ALLEN STEELE

Irene J. Steele

IRENE J. STEELE

GRANTEE:

Laurence E. Michnevich, Jr.

LAURENCE E. MICHNEVICH, JR.

Suzanne Hittle Michnevich

SUZANNE HITTLE MICHNEVICH

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

The foregoing OPTION WITH LEASE was acknowledged before me by RALPH ALLEN STEELE, IRENE J. STEELE, LAURENCE E. MICHNEVICH, JR. AND SUZANNE HITTLE MICHNEVICH this 4th day of December, 1987.

WITNESS my hand and official seal.

Jan Riley

NOTARY PUBLIC

My Commission Expires: 10-2-89

Jan Riley Notary Public
County of Sublette State of Wyoming
My Commission Expires: Oct. 2, 1989

EXHIBIT "A"

Description of Property

This tract of land is situated in the SE ¼ of Section 9, Township 32 North, Range 107 West of the 6th P.M., Sublette County, Wyoming, more particularly described as follows:

Commencing at the E¼ corner of said Section 9; thence S 44°17'00" West for a distance of 2054.30 feet to the point of beginning of said tract to be described; thence S 22°35'00" W for a distance of 150.00 feet; thence N 67°25'00" W for a distance of 300.00 feet; thence N 22°35'00" E for a distance of 150.00 feet; thence S 67°25'00" E for a distance of 300.00 feet to the point of beginning, containing 1.03 acres, more or less.

TOGETHER WITH all buildings, structures, fences and all items and fixtures currently attached to the premises.

414

Lienholder Weatherford U.S., Inc.
Well Name Federal 20-14
County Sublette
State Wyoming

FULL AND GENERAL RELEASE OF LIEN

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

WHEREAS, on the 20th day of April, 1984, the undersigned filed a Mechanics' and Materialmen's Lien Affidavit or Statement in the records of Sublette County, State of Wyoming, in Book 44 Misc., Page 723, claiming a Mechanics' and Materialmen's Lien on the property therein described in the amount of $13,418.28, together with a description of the oil and gas leasehold interest sought to be charged with the lien as set forth in the aforementioned recorded affidavit, with reference being hereby made to said recorded affidavit for all purposes; and

WHEREAS, in In re: Energetics, Inc., a Delaware corporation, EIN 84-0899587, Bankruptcy Case No. 84-B 5326 M; and In re: Energetics Operating Company, a Colorado corporation, EIN 84-0608047, Bankruptcy Case No. 84-B 5325 M (jointly administered cases), on June 11, 1985, the United States Bankruptcy Court for the District of Colorado, confirmed the Second Amended Consolidated Plan of Reorganization (the "Plan") with the Order confirming the Plan becoming final and non-appealable on June 21, 1985;

NOW, THEREFORE, the undersigned, in consideration of the premises, and being allowed to proceed as a Class D unsecured creditor under the Plan and for the cash to be received for its allowed claim, the receipt and sufficiency of which is hereby acknowledged does hereby release and discharge the Mechanics' and Materialmen's Lien as claimed or set forth in the aforementioned affidavit or statement, and does hereby declare that, as to any lawsuit filed to foreclose the lien claimed under the aforementioned lien affidavit or statement, the same shall be dismissed with prejudice.

222819

RECORDED Dec. 7 19 88 9:25 AM
IN BOOK 54 Misc. PAGE 414
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, WYOMING

[redacted] [redacted] [redacted]

Lienholder Weatherford U.S., Inc.
Well Name Federal 20-14
County Sublette
State Wyoming

EXECUTED this 18th day of October, 1988.

U.S. Enertek, Inc. (*)

By: [signature] its President

By: [signature] its Secretary

SEAL (The Corporation has no seal)

(*) Successor in interest to Weatherford U.S., Inc.

STATE OF New Mexico)
) ss.
COUNTY OF San Juan)

Before me, a Notary Public in and for said state, on this 18th day of October, 1988, personally appeared B.F. Weatherly, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of U.S. Enertek Inc a New Mexico corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Carol Woodruff
Notary Public in and for the
State of New Mexico

Carol Woodruff (Print Name)

My commission expires
8/23/1990

STATE OF New Mexico)
) ss.
COUNTY OF San Juan)

Before me, a Notary Public in and for said state, on this 18th day of OCTOBER, 1988, personally appeared Larry M. Hicks, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Secretary of U.S. Enertek, Inc a New Mexico corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Carol Woodruff
Notary Public in and for the
State of New Mexico

Carol Woodruff (Print Name)

My commission expires:
8/23/1990

AND IN ACCORDANCE WITH THE DESIRES #16 OF THE UNDERSIGNED OWNERS AND PROPRIETORS;
AND THAT THIS SUBDIVISION IS SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS OF RECORD

WITNESS OUR HANDS THIS 2nd DAY OF December, 1988

Robert B. Wells
ROBERT B. WELLS

Rosemary Wells
ROSEMARY WELLS

STATE OF WYOMING)
COUNTY OF SUBLETTE) S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ROBERT B. WELLS AND ROSEMARY WELLS, HUSBAND AND WIFE, THIS 2nd DAY OF December, 1988.

WITNESS MY HAND AND OFFICIAL SEAL: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: 8-5-92

CERTIFICATE OF APPROVAL

PURSUANT TO SECTIONS 34-12-103 AND 34-12-104, WYOMING STATUTES, 1977 AS AMENDED, THE WELLS LOT DIVISION WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS ON THE 6TH DAY OF December, 1988. PLAT APPROVAL DOES NOT CONSTITUTE ACCEPTANCE OF THE STREETS AND OR ROADWAYS AS COUNTY ROADS. DESIGNATION OF COUNTY ROADS IS ONLY ACCOMPLISHED BY COMPLIANCE WITH PROVISIONS OF SECTION 24-3-101, WYOMING STATUTES, 1977, AS AMENDED.

BOARD OF COUNTY COMMISSIONERS
SUBLETTE COUNTY, WYOMING

Louie Tomassi
LOUIE TOMASSI, CHAIRMAN

Floyd E. Bousman
FLOYD E. BOUSMAN, COMMISSIONER

Monte B. Skinner
MONTE B. SKINNER, COMMISSIONER

THE STATE OF WYOMING
COUNTY CLERK
SUBLETTE COUNTY

Mary L. Lankford
MARY L. LANKFORD, COUNTY CLERK

222820

RECORDED Dec. 7 1988 9:40 AM
IN BOOK 54 Misc. PAGE 416
FEES $25.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

WELLS LOT DIVISION

(BEING THE WELLS TRACT OF THE STROBEL-WELLS LAND SWAP)

LOCATED IN
THE E/2SE/4 OF SECTION 33
T. 38N., R. 113 W.,
SUBLETTE COUNTY, WYOMING

Form E-53
Rev. 3-76

Wyoming State Highway Department

MATERIALS AGREEMENT

222821

RECORDED Dec. 7 1988 10:45 A.M
IN BOOK 54 Misc. PAGE 417
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mona Riley

PROJECT NO. SMP-PO-352(2)

ROAD DESIGNATION Cora North Road

COUNTY Sublette

December

-S Sublette County, 21 South Tyler Ave., Pinedale, WY 82941
(Landowner's name and address)

hereinafter referred to as "Landowner", and the Wyoming State Highway Department, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Landowner is the owner of the following described land, to wit:

part of the NW¼ SE¼ of Section 4, T34N, R110W, of the 6th P.M., Sublette County, Wyoming.

which land the Department believes to contain stone, gravel, sand or soil of a quantity and quality desirable for use by the Department in construction and maintenance of highway projects; and,

WHEREAS, the Department is desirous of obtaining the right to go upon said land to dig, drill, extract, search, explore and otherwise test said material for highway purposes; and,

WHEREAS, the Department is also desirous of obtaining the right to go upon said land and to take therefrom said stone, sand, gravel or soil for the purpose herein stated; and,

WHEREAS, the Landowner is agreeable to granting to the Department the exclusive right and privilege to enter upon said land for the hereinabove stated purposes.

IT IS FURTHER AGREED that if satisfactory and acceptable material is located on the Landowner's property, said Landowner does hereby sell to said Department all of the sand, stone, gravel or soil which said Department may remove from said parcel of land from the date hereof until the date of December 31, 19 89, at the price of **** cents per ton, or **** cents per cu. yd., giving and granting the Department the right to enter upon said parcel of land for the removal of said material and to erect or construct thereon such machinery and equipment as in the judgment of the Department is necessary and proper to extract and remove from the said land and/or process the material herein purchased, the number of tons or cubic yards to be determined according to methods prescribed in the current edition of Specifications For Road and Bridge Construction adopted by the State Highway Commission and the further right to enter upon said parcel of land to remove any such equipment, machinery, or structures place thereon by the Department.

THIS AGREEMENT is for removal of material for use on highway projects and maintenance only and removal by any other persons including the Department's contractor or contractors for any purpose other than as herein provided, shall be under a separate agreement with the Landowner and only with prior written approval of the Department.

**** See additional condition number 5

IT IS FURTHER AGREED by and between the parties hereto, that the Department shall have the right to haul material taken from said parcel of land, across any land owned by the Landowner, on routes mutually agreeable to the parties hereto.

IT IS ALSO AGREED that the Landowner gives the Department the option to extend this Agreement for an additional year upon the same terms and conditions as herein set forth. The Department will exercise this option by notifying the Landowner in writing of its intention to do so prior to the termination of this Agreement.

IT IS FURTHER AGREED that any contractor operating under any agreement or contract with the Department that will extract and remove said material, shall be assigned the rights and obligations by the Department under this Agreement, and will be permitted to use said parcel of land to stockpile and/or properly process said material for highway purposes. Compensation for such right shall be see additional condition number 3 and in addition to any and other consideration stated herein.

ADDITIONAL CONDITIONS:

1. The premises will be left in a neat condition with backslopes no steeper than 3 to 1.

2. Under the word "process" used hereinabove, it is contemplated that there may be cases 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 and Federal anti-pollution laws.

3. In lieu of the standard royalty rate, 970 Tons of Crushed Base Grading K will be crushed for Sublette County for materials used by WHD.

4. Seeding, mulching and fertilizing restoration of this parcel will be the responsibility of Sublette County.

IT IS DEFINITELY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT THE DEPARTMENT IN NO WAY GUARANTEES OR ASSURES THE LANDOWNER THAT ANY MATERIAL, WHETHER DESIRABLE OR NOT, WILL BE REMOVED IN MEASURABLE QUANTITIES FROM SAID PREMISES; THAT ROYALTY PAYMENT TO THE LANDOWNER WILL BE MADE ONLY IF MATERIAL IS ACTUALLY REMOVED IN MEASURABLE QUANTITIES.

This Agreement shall be binding on the parties' heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first hereinabove written.

WYOMING STATE HIGHWAY DEPARTMENT

By L.W. Konetzki

Louie Tomassi, Chairman

Floyd Bausman

Lawrence W. Konetzki

Landowner(s)

STATE OF Wyoming)
COUNTY OF Sublette) ss.:

The foregoing instrument was acknowledged before me by Lawrence W. Konetzki, Louie Tomassi, Floyd Bausman, this 6th day of December, 1988.

Witness my hand and official seal.

Robert W. Marston
County of Sublette
My Commission Expires Nov. 24, 1991
Notary Public
State of Wyoming

Robert W Marston

Notary Public

My commission expires: Nov 24, 1991

T [redacted] N-R113W

[redacted]

[redacted]

[redacted]

NOTICE AND LIEN STATEMENT 222844

RECORDED Dec 7th 19 88 AT 2:50 PM
IN BOOK Misc 54 PAGE 420
FEES $4.00 Mary L. Lartigue COUNTY CLERK
SUBLETTE COUNTY CLERK
by Bethany A. Walker

State of Wyoming)
) ss.
County of Sublette)

Edna Swain of Box 124 Daniel, Wyo. 83115
Lienor Address
being first duly sworn on oath according to law, deposes and says:

1. That he is in possession of and entitled to a lien on the following described personal property in Sublette County, Wyoming: 1ACCK38T2DK153076 Multi purpose less Vehicle 1982 Eagle Limited Edition 4 wheel Drive St. Wagon

2. That the lien claimed will be enforced at public sale to be held at _____ on the _____ day of _____, 19__. (Not more than 180 days after date hereof.)

3. That the amount shown is due to the lien claimant from Far Western Bank of PO Box 25, National City, Ca.
Debtor Address
according to the following statement of account, which account did not become due and payable more than six (6) months prior to the date hereof. June 1, 1988 to Dec. 7 1988 @ $5.00 per Day is $950.00 and at $5.00 per day till vehicle is picked up or sold.

4. That a copy of this affidavit will be mailed to Far Western Bank
Debtor
at PO Box 25 National City, Ca. , and
Last known address of debtor

_____,
Lienholder or other having interest in property by certified mail, return receipt requested, and evidence of such mailing filed with the County Clerk of Sublette County, Wyoming.

Edna Mae Swain
Lien Claimant

State of Wyoming)
) ss.
County of Sublette)

The foregoing instrument was acknowledged before me by Edna Mae Swain, this 7th day of December, 1988.

Witness my hand and official seal.

Notary Public

My Commission Expires: October 23, 1990

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made between JIM BRIDGER DEVELOPMENT, INC., herein called SELLER, and LUIS MUNOZ and BELINDA S. MUNOZ, husband and wife, herein called BUYERS,

By separate Sale Contract of even date herewith, the SELLER has agreed to sell and BUYERS have agreed to purchase the following described real property, situate in the County of Sublette, State of Wyoming, to-wit:

Lot No. 36, 4th Filing, Jim Bridger Estates Subdivision, Sublette County, Wyoming.

The parties hereby incorporate by reference all of the terms and conditions of said separate Sale Contract. This Memorandum of Agreement is an abstract of the Sale Contract herein referred to and is not intended to and sahll not change, diminish or enlarge any of the terms and conditions of the said Sale Contract, but the sole purpose hereof is to enable this document to be recorded in the office of the County Clerk and Ex-Officio Recorder of Deeds for Sublette County, Wyoming, in order that constructive notice be given of the interest of Buyers in and to said property.

DATED December 5th, 1988

SELLERS:

JIM BRIDGER DEVELOPMENT, INC.

Elvin L. Booth president

BUYERS:

Luis Munoz

Belinda S. Munoz

STATE OF WYOMING)
)
COUNTY OF)

The foregoing instrument was acknowledged before me by Luis Munoz and Belinda S. Munoz this 5th day of December, 1988.

Witness my hand and official seal.

LOUIS L. WALRATH NOTARY PUBLIC
STATE OF WYOMING COUNTY OF HOT SPRINGS
My Commission Expires Oct. 4, 1989

Notary Public

My commission expires:

STATE OF WYOMING)
)
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by Elvin L. Booth, President of Jim Bridger Development, Inc., on this 5th day of December, 1988.

Witness my hand and official seal.

Notary Public

My commission expires:

LOUIS L. WALRATH NOTARY PUBLIC
STATE OF WYOMING COUNTY OF HOT SPRINGS
My Commission Expires Oct. 4, 1989

222861

RECORDED Dec 7 1988 4:30 P M
IN BOOK 54 Misc. PAGE 421
FEES $4.00 Mary C. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

Attest:

STATE OF WYOMING
COUNTY
CLERK
SUBLETTE COUNTY

Nylla Kunard acting for
Lois J. Yoke

BOARD OF COUNTY COMMISSIONERS
COUNTY OF SUBLETTE

Gordon Johnston
Gordon Johnston, Chairman

LEGEND

□ indicates a Certified Land Corner Recordation Certificate filed.

△ indicates a 6"x6" concrete post with brass marker inscribed "STATE HIGHWAY DEPT REFERENCE MARKER" and appropriate details.

⊙ indicates nail set by Wyoming Highway Department or no monument set.

222862

RECORDED Dec. 8 19 89 8:45AM
IN BOOK 54 Misc. PAGE 422
FEES $ N/C Mary L. Lankton COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

PLAT TO ACCOMPANY APPLICATIONS FOR RIGHT-OF-WAY FROM BUREAU OF LAND MANAGEMENT AND PRIVATE EASEMENTS

FOR

NEW FORK LAKE COUNTY ROAD NO. 23-162

SUBLETTE COUNTY, WYOMING

BOARD OF COUNTY COMMISSIONERS

SUBLETTE COUNTY, WYOMING

222863

IN THE MATTER OF)
) ss.
THE APPLICATION OF)

MARY ANNE CHANNELL, also known as MARY ANNE NEELY, for the establishment of a private road under Section 24-9-101, W.S.

RECORDED Dec. 8 1988 9:23 A.M.
IN BOOK 54 Misc. PAGE 423
FEE $ Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Irene Petty

ORDER CONFIRMING AND DECLARING ESTABLISHMENT OF PRIVATE ROAD

The Board of County Commissioners of Sublette County, Wyoming, met in regular session on Tuesday, December 6, 1988, and reviewed the return and report made and filed by Paul Hagenstein, Vern Mrak and Max Boroff. Being sufficiently advised in the premises, the Board finds that the return and report is just in all particulars, and should be approved, accepted and confirmed.

IT IS ORDERED:

1. The return and report of the viewers is approved, accepted and confirmed, and they are discharged from their duties.

2. A private road is hereby established and declared in accordance with the traversing description set forth in Exhibit 1, attached, bearing a width throughout its course of thirty (30) feet.

3. That said private road shall be for the use and benefit of owners of interests in the real property described in Exhibit 2, attached, their successors, heirs and assigns.

4. That Exhibits 1 and 2 are incorporated herein by reference, with the same force and effect as though fully set forth in this order.

5. That a damage award of One Hundred Dollars ($100) per acre is accessed to be sustained by the surface owners, William W. Baker and Hilda Baker for an amount of One Hundred Eighty-nine Dollars ($189.00), William L. Baker and Ella Baker for an amount of Fifty-six Dollars ($56.00) and Miller Land and Livestock Company for an amount of One Dollar ($1.00). The said owners of the real property over which said private road is established are the only persons found to be adversely affected by establishment of said private road.

6. Said private road shall be deemed to be finally established upon the date this order or a certified copy thereof, with all attachments, is duly recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of this county.

7. That neither this order, with attachments, nor certified copies thereof shall be recorded until the applicant has caused to be filed in the Office of the County

Clerk, a certified plat depicting the course and width of the private road herein established; and that upon such recordation, it shall be presumed that such plat was duly filed.

8. That in the event the applicant fails to file such plat within twelve (12) months from this date, this order shall become null and void, and without any legal force or effect, whatsoever; provided, however, for good cause shown, the time for filing of such plat may be extended under order of the Board.

9. That for appeal purposes specified in W.S. §24-9-103, the thirty (30) day period therein mentioned shall not commence until the date that this order, with attachments, or certified copies thereof, are recorded as aforesaid; and that upon such recordation, the county clerk shall cause copies of the recorded instruments, noting property recording information thereon, to be mailed to William W. Baker and Hilda Baker; William L. Baker and Ella Baker, and Miller Land and Livestock Company the only persons whom the viewers found to be interested in surface rights over which said private road is located; provided, however, that any other aggrieved or interested party shall not be excluded from making an appeal to the District Court within said period after recordation.

ENTERED this 6th day of December, 1988.

STATE OF WYOMING
SUBLETTE COUNTY
FILED

Mary K. Lankford, Clerk

BOARD OF COUNTY COMMISSIONERS
SUBLETTE COUNTY, WYOMING

Louie Tomassi, Chairman

Monte B. Skinner, Member

Floyd E. Bousman, Member

Exhibit 1

A road easement located in the N1/2NW1/4 and NW¼NE¼ of Section 9, and the SW¼SE¼ and SE¼SW¼ of Section 4, Township 35 North, Range 113 West of the Sixth Principal Meridian, Sublette County, Wyoming, said road easement being thirty feet wide, fifteen feet on either side of the following described center line:

Beginning at a point on the center line of the Merna North Beaver County Road No. 23-115, said point bears N02°19'04"E, a distance of 1940.06 feet from the west one-quarter corner of said Section 9;

thence from said point of beginning N59°58'46"E, a distance of 695.19 feet to a point of curve to the right, said curve having a central angle of 2°34'04", a radius of 2230.96 feet and a tangent of 50.00 feet;

thence along the arc of said curve, a distance of 99.98 feet;

thence N62°32'50"E, a distance of 519.78 feet to a point of curve to the right, said curve having a central angle of 35°16'10", a radius of 157.27 feet and a tangent of 50.00 feet;

thence along the arc of said curve, a distance of 96.82 feet;

thence S82°11'00"E, a distance of 460.59 feet to a point of curve to the left, said curve having a central angle of 13°07'29", a radius of 347.71 feet and a tangent of 40.00 feet;

thence along the arc of said curve, a distance of 79.65 feet;

thence N84°41'31"E, a distance of 756.18 feet to a point of curve to the left, said curve having a central angle of 66°07'00", a radius of 34.46 feet and a tangent of 22.43 feet;

thence along the arc of said curve, a distance of 39.77 feet to a point of reverse curve to the right, the tangent at said point bears N18°34'31"E, said curve having a central angle of 31°57'12", a radius of 78.34 feet and tangent of 22.43 feet;

thence along the arc of said curve, a distance of 43.69 feet;

thence N50°31'43"E, a distance of 544.05 feet to a point of curve to the left, said curve having a central angle of 44°53'59", a radius of 145.21 feet and a tangent of 60.00 feet;

thence along the arc of said curve, a distance of 113.80 feet;

thence N05°37'44"E, a distance of 125.72 feet to the point of termination of this road easement, said point of termination bears N79°29'56"E, a distance of 3206.36 feet from the Southwest corner of said Section 4;

containing 2.45 acres, more or less;

426

EXHIBIT 2

WARRANTY DEED—FORM NO. 9 THE ROLLS COMPANY, CASPER, WYO.

WARRANTY DEED

Byron M. Baker

of Sublette County and State of Wyoming, for and in consideration of one dollar DOLLARS in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO Mary Anne Neely

of Sublette County and State of Wyoming the following described real estate, situate in Sublette County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Beginning at the south ¼ corner of section 4, T 33 N R113 W of the 6th P.M.; Thence proceeding N 39 degrees 43' E, 789 feet to a point; Thence N 79 degrees 43' E, 208.0 feet to a point; Thence S 10 degrees 17' E, 208.0 feet to a point; Thence S 79 degrees 43' W, 208.0 feet to a point; Thence N 10 degrees 17' W, 208.0 feet, more or less, to the point of beginning of the tract and containing 1.0 acres more or less.

RECORDED Dec 7 1967 11:45 AM
IN BOOK 43 PAGE 419
FEES $ 2.00 Robert W. Blake COUNTY CLERK
SUBLETTE CO. WYOMING

99601

WITNESS My hand this 3rd day of Aug, 1967

Byron M. Baker

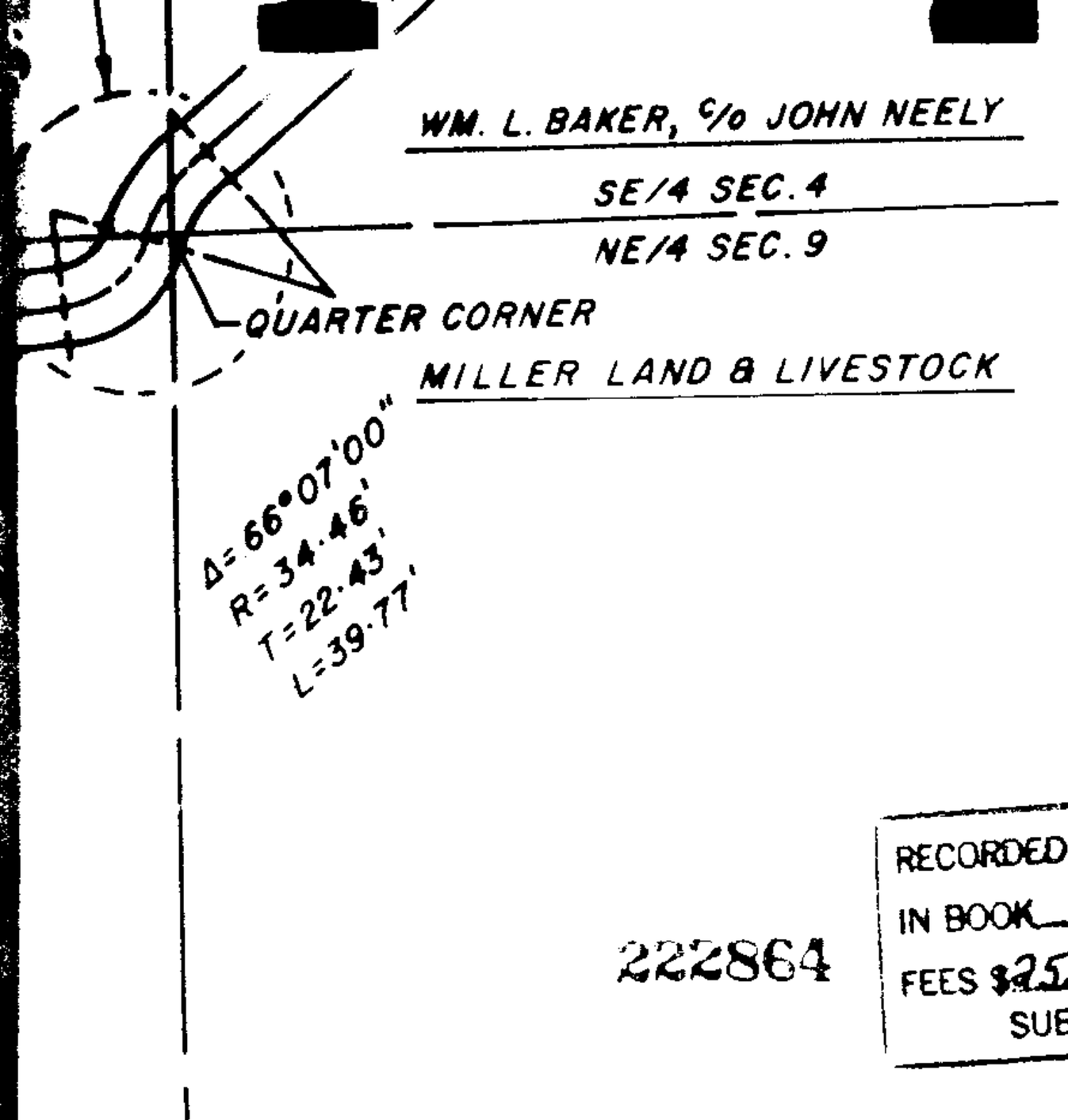
THE STATE OF WYOMING
County of Sublette } ss.

On this 3rd day of Aug, 1967, before me personally appeared Byron M. Baker

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.

U. S. Notary

My commission expires on the 5th day of Dec, A. D. 19 71



222864

RECORDED Dec. 8 19 88 9:40 AM
IN BOOK 54 Misc. PAGE 427
FEES $25.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Joan Riley

CERTIFICATE OF APPROVAL

PURSUANT TO SECTION 24-09-101, WYOMING STATUTES, THIS PLAT OF MARY'S ROAD, A PRIVATE ROAD, WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS ON THE 6TH DAY OF December, 1988.

BOARD OF COUNTY COMMISSIONERS
SUBLETTE COUNTY, WYOMING

Louie Tomassi
LOUIE TOMASSI, CHAIRMAN

Floyd E. Bousman
FLOYD E. BOUSMAN, COMMISSIONER

Monte B. Skinner
MONTE B. SKINNER, COMMISSIONER

THE STATE OF WYOMING
COUNTY CLERK
SUBLETTE COUNTY

Mary L. Lankford
MARY L. LANKFORD, COUNTY CLERK

MARY'S ROAD

- A PRIVATE ROAD -

LOCATED IN THE
SW/4SE/4 and SE/4SW/4, SECTION 4
and the
N/2NW/4 and NW/4NE/4, SECTION 9
TOWNSHIP 35 NORTH, RANGE 113 WEST
SUBLETTE COUNTY, WYOMING

[illegible] 12-01-88 J.O. 1505

COVENANTS, RESTRICTIONS, CONDITIONS AND RESERVATIONS OF RECORD. 428

WITNESS OUR HANDS THIS 23 DAY OF Nov., 1988

O J Berta
O. J. BERTA

Cathryn C. Berta
CATHRYN C. BERTA

STATE OF WYOMING)
COUNTY OF Sweetwater) S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY O. J. BERTA AND CATHRYN C. BERTA, HUSBAND AND WIFE, THIS 23rd DAY OF November, 1988.

WITNESS MY HAND AND OFFICIAL SEAL Margaret Lester
NOTARY PUBLIC

MY COMMISSION EXPIRES: June 19 1990

CERTIFICATE OF APPROVAL

PURSUANT TO SECTION 34-12-103 AND 34-12-104, WYOMING STATUTES, 1977 AS AMENDED, THE HOBACK RANCHES-BERTA SUBDIVISION WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS ON THE 6TH DAY OF December, 1988. PLAT APPROVAL DOES NOT CONSTITUTE ACCEPTANCE OF THE STREETS AND OR ROADWAYS AS COUNTY ROADS. DESIGNATION OF COUNTY ROADS IS ONLY ACCOMPLISHED BY COMPLIANCE WITH PROVISIONS OF SECTION 24-3-101, WYOMING STATUTES, 1977, AS AMENDED.

BOARD OF COUNTY COMMISSIONERS,
SUBLETTE COUNTY, WYOMING

Louie Tomassi
LOUIE TOMASSI, CHAIRMAN

Floyd E. Bousman
FLOYD E. BOUSMAN, COMMISSIONER

Monte B Skinner
MONTE B. SKINNER, COMMISSIONER

THE STATE OF WYOMING
COUNTY CLERK
SUBLETTE COUNTY

Mary L. Lankford
MARY L. LANKFORD, COUNTY CLERK

RECORDED Dec. 8 1988 9:45 AM
IN BOOK 54 Misc. PAGE 428
FEES $5.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

222865

HOBACK RANCHES -
BERTA SUBDIVISION

(BEING TR. 1, SHEET 3 AND TR. 3, SHEET 2 HOBACK RANCHES SUBDIVISION)

E/2 NE/4 NE/4 SEC. 10
W/2 NW/4 NW/4 SEC. 11
T.36N. R.112W.

B.W. 11-10-82

J.O. 748

10/30/88

The State of Wyoming)
: ss.
County of Sweetwater)

A F F I D A V I T

Glenna R. Yedinak, of lawful age, being first duly sworn according to law, upon her oath deposes and says:

1. That Harold B. Yedinak died testate at Rock Springs, Sweetwater County, Wyoming, on September 10, 1988.

2. That Glenna R. Yedinak is also known as Glenna Yedinak, and that Glenna R. Yedinak and Glenna Yedinak are one and the same person.

3. That Harold B. Yedinak was also known as Harold Yedinak, and that Harold B. Yedinak and Harold Yedinak were one and the same person.

4. That Harold B. Yedinak and Glenna R. Yedinak were married to each other in Bitter Creek, Wyoming, on October 4, 1947, and were husband and wife continuously from said date until the death of said Harold B. Yedinak.

5. That on August 24, 1972, Harold Yedinak and Glenna R. Yedinak, husband and wife, purchased the following described real property from Elvin L. Booth and Jacqueline M. Booth, husband and wife:

> Tract No. Fourteen (14) of the Jim Bridger Estates Subdivision as the same appears of record on the official plat thereof filed in the office of the County Clerk, Sublette County, Wyoming; TOGETHER with all improvements and appurtenances thereunto appertaining; SUBJECT TO Restrictive Covenants governing Jim Bridger Estates, filed for record in the office of the County Clerk, Sublette County, recorded in Book 28 of Miscellaneous, at page 329; SUBJECT TO reservations and restrictions contained in United States Patents and prior mineral reservations of record; RESERVING, however, unto the grantor, all oil, gas and all other minerals not previously reserved; SUBJECT TO easements and rights of way of record or in use.

6. That Elvin L. Booth and Jacqueline M. Booth, husband and wife, duly and regularly executed and delivered a Warranty Deed, dated August 24, 1972, in favor of Harold Yedinak and Glenna R. Yedinak, 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 November 14, 1972, and recorded in Book 16 of Deeds on Page 90, under Reception No. 133534.

7. That on October 24, 1979, Harold Yedinak and Glenna Yedinak, husband and wife, purchased the following described real property from John C. Bowker, a single man:

222901

RECORDED Dec. 9 1988 2:30 P M
IN BOOK 54 Misc. PAGE 429
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

A piece, parcel or tract of land lying in the Northeast Quarter (NE¼) of Section 27, Township 19 North, Range 105 West of the 6th Principal Meridian, Rock Springs, Sweetwater County, Wyoming, and being more particularly described as follows:

Commencing at the Northeast corner, Section 27, Township 19 North, Range 105 West; thence North 88°47'04" West a distance of 275.1 feet; thence South 0°13'20" West a distance of 513.29 feet to the northerly boundary of Platted Indian Hills Subdivision First Filing, also being the North line of Winterhawk Drive, said point marked by a 5/8" rebar with an aluminum cap; thence North 75°46' West along the North line of Winterhawk Drive and the northerly line of said Indian Hills Subdivision, a distance of 154.49 feet, marked by a 5/8" rebar with an aluminum cap; thence North 89°49' West along the North line of Winterhawk Drive and the northerly line of said Indian Hills Subdivision, a distance of 6.02 feet, said point being marked by a 5/8" rebar with an aluminum cap; thence North 0°11' East perpendicular to the North line of Winterhawk Drive, a distance of 197.45 feet to the point of beginning, said point being marked by a 5/8" rebar with an aluminum cap; thence North 89°49' West along a line parallel to the North line of Winterhawk Drive, a distance of 157.00 feet, said point marked by a 5/8" rebar with an aluminum cap; thence North 0°11' East, along a line perpendicular to Winterhawk Drive, a distance of 80.00 feet, said point marked by a 5/8" rebar with an aluminum cap; thence South 89°49' East, along a line parallel to Winterhawk Drive, a distance of 157.00 feet, said point marked by a 5/8" rebar with an aluminum cap; thence South 0°11' West, along a line perpendicular to Winterhawk Drive, a distance of 80.00 feet to the point of beginning.

8. That John C. Bowker, a single man, duly and regularly executed and delivered a Warranty Deed, dated October 24, 1979, in favor of Harold Yedinak and Glenna Yedinak, husband and wife, 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 Sweetwater County, Wyoming, on October 25, 1979, and recorded in Book 705 on Page 136, under Reception No. 805142.

9. That on May __, 1983, Harold Yedinak and Glenna R. Yedinak, husband and wife, purchased the following described real property from Harold Reach and Leda I. Reach, husband and wife:

> Lot Fifteen (15), 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 for Sublette County, Wyoming; together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents or of record and to easements and rights-of-ways 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.

10. That Harold Reach and Leda I. Reach, husband and wife, duly and regularly executed and delivered a Warranty Deed, dated May __, 1983, in favor of Harold Yedinak and Glenna R. Yedinak, 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 May 6, 1983, and recorded in Book 24 of Deeds on Page 249, under Reception No. 196207.

11. That at the time of said purchases, and the execution and delivery of said warranty deeds, said Harold Yedinak and Glenna R. Yedinak, also known as Glenna Yedinak, were husband and wife, and said conveyances were made to them as such husband and wife, and created estates by the entireties in favor of said Harold Yedinak and Glenna R. Yedinak, also known as Glenna Yedinak, and that they owned and held the title to said real property as tenants by the entireties continuously from said August 24, 1972, October 24, 1979, and May __, 1983, until the death of said Harold Yedinak, also known as Harold B. Yedinak.

12. That said Glenna R. Yedinak, also known as Glenna Yedinak, was the surviving spouse of said Harold Yedinak, and by virtue thereof, said estates by the entireties vested solely in her upon the death of said Harold Yedinak, and that she then became the sole owner in fee simple of all the real property hereinbefore particularly described.

13. 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, Harold B. Yedinak, also known as Harold Yedinak, certified to by the public authority in which such original death certificate is made of record.

Dated this 7th day of December, 1988.

Glenna R. Yedinak, also known
as Glenna Yedinak

The foregoing Affidavit was subscribed and sworn to before me this 7th day of December, 1988, by Glenna R. Yedinak, also known as Glenna Yedinak.

My commission expires:

4-23-90

Mary Ellen Peterson
Notary Public

80

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. HAROLD	B.	YEDINAK	2. Male	3. September 10, 1988

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. Yugoslavian	5a. 62	5b.	5c.	6. November 6, 1925

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. Mem. Hosp. of Sweetwater County	7b. Inpatient	7c. Rock Springs	7d. Sweetwater

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. Wyoming	9. U.S.A.	10. Married	11. Glenna Varley	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. 520-20-6092	14a. Salesman	14b. Automotive Vehicles

RESIDENCE-STATE	COUNTY	CITY, TOWN OR LOCATION	STREET AND NUMBER	INSIDE CITY LIMITS (Specify Yes or No)
15a. Wyoming	15b. Sweetwater	15c. Rock Springs	15d. 1312 Raindance Drive	15e. Yes

PARENTS

FATHER—NAME FIRST	MIDDLE	LAST	MOTHER'S MAIDEN NAME FIRST	MIDDLE	LAST
16. John		Yedinak	17. Margaret		Parton

INFORMANT—NAME (Type or Print)	MAILING ADDRESS STREET OR R.F.D. NO.	CITY OR TOWN	STATE	ZIP
18a. Mrs. Glenna Yedinak	18b. 1312 Raindance Drive	Rock Springs,	Wyoming	82901

DISPOSITION

BURIAL, CREMATION, REMOVAL, OTHER (Specify)	DATE (Mo., Day, Yr.)	CEMETERY OR CREMATORY—NAME	LOCATION CITY OR TOWN	STATE
19a. Removal Cremation	19b. 9-14-1988	19c. Neil O'Donnell Crematory	19d. Salt Lake City,	Utah

FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	NUMBER	NAME OF FACILITY	NUMBER	ADDRESS OF FACILITY
20a. ▶ [signature]	398	20b. Vase Funeral Home	85	20c. 154 Elk Street, Rock Springs, 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. September 12, 1988

HOUR OF DEATH 21c. 11:25A 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 time, date and place and due to the cause(s) stated.

(Signature and Title) ▶

DATE SIGNED (Mo., Day, Yr.) 22b.

HOUR OF DEATH 22c. M

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

PRONOUNCED DEAD (Hour) 22e. AT M

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

23. Randall Moseley, M.D., 1208 Hilltop Drive, Rock Springs, Wyoming 82901

REGISTRAR 24a. (Signature) ▶ [signature]

DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) 24b. September 13, 1988

CAUSE OF DEATH

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

		Interval between onset and death
25. PART I (a)	IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).) Sepsis	1 day
(b)	DUE TO, OR AS A CONSEQUENCE OF: Decubitus Ulcers	Years
(c)	DUE TO, OR AS A CONSEQUENCE OF: Multiple Sclerosis	Years

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. No

ACC., SUICIDE, HOM., UNDET., OR PENDING INVEST. (Specify)	DATE OF INJURY (Mo., Day, Yr.)	HOUR OF INJURY	DESCRIBE HOW INJURY OCCURRED
28a.	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. Penalty for failure to do so. W.S. 35-1-431(b)

W.S. 35-1-416(c)

Date Issued September 15, 1988

THIS IS TO CERTIFY that this is a true correct conformed reproduction of the original copy of the death certificate completed by the VASE FUNERAL HOME and submitted to the VITAL RECORD SERVICES, Wyoming Department of Health and Social Services, Division of Health and Medical Services at Cheyenne, Wyoming.

[signature]

VASE FUNERAL HOME
154 Elk Street
Rock Springs, Wyoming

SWEETWATER CO.

STATE OF WYOMING)
COUNTY OF SWEETWATER)ss

Subscribed and sworn to before me a Notary Public this 15th day of September 19 88

[signature]

My commission expires on January 16, 1991

ASSIGNMENT-SECURITY INTEREST AND NOTE

FOR VALUE RECEIVED, First National Bank of Pinedale, Wyoming, Assignor herein, sells, assigns, endorses, and transfers to Vernon T. Delgado, of Pinedale, Wyoming, Assignee herein, all of its right, title and interest in and to that promissory note, and all extensions and modification agreements thereto, mortgages, deeds of trust, personal guaranties, and other security interests as identified herein, and authorizes Assignee to do every act and thing necessary to collect and discharge the same.

The promissory note being assigned and conveyed hereby is that promissory note under the date of September 15, 1976, made by Boulder Lake Ranch, a partnership organized and existing under the laws of the State of California, consisting of Frederick G. Petersen, Michael R. Nystrom, and James P. Petersen, in the sum of $586,508.42 to the order of First National Bank of Pinedale, pursuant to the terms and conditions and provisions of a loan agreement dated September 15, 1976. It is agreed and understood hereby that the Assignor sells and assigns to Assignee all of its right, title and interest in and to the loan agreement as hereinbefore referenced. Furthermore, Assignor assigns to Assignee all of its right, title and interest in and to the property securing said promissory note as identified in the loan agreement and as identified in the mortgages and deed of trust which have been filed securing said note and identified as follows:

1. Deed of trust with assignment of rents, dated September 15, 1976, recorded in Book 2107 at Page 17-21 in the Office of the Recorder of Butte County, California.

2. Mortgage dated September 15, 1976, and recorded in Mortgage Record Book 28 at Page 234 in the Office of the County Clerk of Sublette County, Wyoming.

3. All of the security described in paragraph 2 of the loan agreement as hereinbefore referenced.

For the purpose of inducing Assignee to purchase the instruments, Assignor makes the following representations and warranties:

(1) The instruments above mentioned (the promissory note, all extensions and modifications to the same, loan agreement, deed of trust, and mortgage) are bona fide and were executed by the person or persons whose signature or signatures appear therein.

(2) Such person or persons were of legal age and competent to execute the instruments at the time of execution thereof.

(3) The property which is the subject of the mortage and deed of trust is truly and accurately described.

(4) The property described in the deed of trust and mortgage is in possession of the maker of the security instrument, with the exception of those portions previously released by Assignor.

222915

RECORDED Dec. 9 1988 4:55 P.
IN BOOK 54 Misc PAGE 433
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

(5) The amount owing on the note as of June 11, 1986, is in the sum of $78,093.62 as and for principal, and the sum of $19,894.73 as and for interest, making a total sum of principal and interest due on June 11, 1986 of $97,988.35. Furthermore, it is understood that said note has been in default since February 21, 1986.

(6) The instruments comply in all respects with applicable Federal and State laws.

(7) The maker or makers of the instruments, to the best of Assignor's knowledge, have no counterclaims or set-offs.

(8) Should any of these representations or warranties be false or should any claim or breach of warranty be made by the maker or makers of the instruments, Assignor shall pay to Assignee, on demand, the full unpaid balance of the note.

IN WITNESS WHEREOF, we have hereunto set our hands this 11 day of June, 1986.

FIRST NATIONAL BANK OF PINEDALE

BY: Hugh A Caton
Its President

ATTEST:
Its Cashier

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

On this 11 day of June, 1986, before me personally appeared Hugh Caton, to me personally known, who, being by me duly sworn, did say that he is the President of the First National Bank of Pinedale, 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 Hugh Caton acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 11 day of June, 1986.

Lynn Alexander
Notary Public

My Commission Expires:

Lynn Alexander Notary Public
County of Sublette State of Wyoming
My Commission Expires Jan. 2, 1990

ASSIGNMENT OF DEED OF TRUST

For value received and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the First National Bank of Pinedale, Pinedale, Sublette County, Wyoming, hereby grants, assigns and transfers to Vernon T. Delgado of Pinedale, Sublette County, Wyoming, all beneficial interest under that certain Deed of Trust with Assignment of Rents, dated September 15, 1976, executed by James P. Petersen and Sandra Petersen, husband and wife, and Frederick G. Petersen and Susan J. Petersen, husband and wife, as Trustor, to First American Title Insurance Company, as Trustee, and in which First National Bank of Pinedale is named as beneficiary, and recorded on September 28, 1976, in Book 2107 at Page 17-21, in the office of the County Recorder of Butte County, California, covering the premises described in said Deed of Trust, together with the promissory note and loan agreement referenced therein and the extensions and modification agreements of said promissory note, the most recent of which being dated the 21st day of February, 1985, the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust with Assignment of Rents.

IN WITNESS WHEREOF, the undersigned has executed this **assignment at** Pinedale, Wyoming, on this 11 day of June, **1986.**

FIRST NATIONAL BANK OF PINEDALE

BY: Hugh A. Caton
Its President

ATTEST:

Jan Taylor
Its Cashier

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

On this 11 day of June, 1986, before me personally appeared Hugh Caton, to me personally known, who, being by me duly sworn, did say that he is the President of the First National Bank of Pinedale 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 Hugh Caton acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 11 day of June, 1986.

Lynn Alexander
Notary Public

My Commissison Expires:

Lynn Alexander Notary Public
County of Sublette State of Wyoming
My Commission Expires Jan. 2, 1990

ASSIGNMENT OF MORTGAGE

For and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, First National Bank of Pinedale, Pinedale, Wyoming, does hereby grant, assign and transfer to Vernon T. Delgado, of Pinedale, Wyoming, that certain mortgage executed by Michael R. Nystrom and Patricia S. Nystrom, husband and wife, Frederick G. Petersen and Susan J. Petersen, husband and wife, and James P. Petersen and Sandra Petersen, husband and wife, Mortgagors, to First National Bank of Pinedale, Mortgagee, dated the 15th day of September, 1976, and recorded in the Office of the County Clerk, Sublette County, Pinedale, Wyoming, in Book 28 Mortgages, Page 234, together with the promissory note and loan agreement described therein and all extension and modification agreements pertaining to said note, the most recent of which being dated the 21st day of February, 1985, and the money due and to become due thereon with interest.

IN WITNESS WHEREOF, the undersigned has executed this assignment at Pinedale, Wyoming, on this 11 day of June, 1986.

FIRST NATIONAL BANK OF PINEDALE

BY: Hugh J Caton
Its President

ATTEST:

Jan Taylor
Its Cashier

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

On this 11 day of June, 1986, before me personally appeared Hugh Caton, to me personally known, who, being by me duly sworn, did say that he is the President of the First National Bank of Pinedale 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 Hugh Caton acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 11 day of June, 1986.

Lynn Alexander
Notary Public

My Commission Expires:

Lynn Alexander
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Jan. 2, 1990

COVENANT NOT TO EXECUTE

TO WHOM IT MAY CONCERN:

WHEREAS, on January 20, 1984, DELGADO OIL COMPANY, INC., as plaintiff, filed Civil Action No. 3309 in the District Court of the Ninth Judicial District, within and for Sublette County, Wyoming, against BOULDER LAKE COUNTRY ESTATES, INC., a Wyoming corporation, FREDERICK G. PETERSEN, SUSAN J. PETERSEN, JAMES P. PETERSEN and SANDRA PETERSEN, FIRST NATIONAL BANK OF PINEDALE, a National Banking Organization, THOMAS V. DELGADO, and BURLEIGH D. BINNING and LINDA BINNING, as defendants in civil action #3309; and

WHEREAS, on the 11th day of June, 1984, a default was entered and/or judgments were entered against said defendants in the aforesaid civil action; and

WHEREAS, it is the intention of the undersigned to acknowledge and agree it shall not seek to collect such judgments as aforementioned by levying execution or other process against the particular real property and other improvements thereon described as follows, to-wit:

> All real property located in Sublette County, Wyoming, except for Lots A38, A39, A40 and A41 of Boulder Lake Country Estates, Unit A, Fourth Filing, Sublette County, Wyoming, and Lot 12 of the Highland View Estates, Sublette County, Wyoming.

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged, the undersigned hereby covenants not to cause execution or other process to issue against the real property herein described, pursuant to the judgments entered against said defendants in Civil Action No. 3309, as hereinbefore identified, and that such real property is hereby released and discharged from said judgment liens entered in the aforesaid suit. It is, however, expressly understood and expressly stipulated and agreed that this covenant not to execute is given on the express condition that it shall not in any way affect the judgment as entered in favor of Delgado Oil Company, Inc., and against said defendants, but shall only be construed as a release releasing from said judgment lien all property in Sublette

222918

RECORDED Dec. 9 1988 4:55PM
IN BOOK 54 Misc. PAGE 437
FEES 6.50 Mary C. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
437

County, except Lots A38, A39, A40 and A41 of Boulder Lake Country Estates, Unit A, Fourth Filing, Sublette County, Wyoming, and Lot 12 of the Highland View Estates, Sublette County, Wyoming, which lots and real property shall be and still are subject to the judgment lien of the judgments described herein.

Executed this 9th day of December, 1988.

DELGADO OIL COMPANY, INC.,
a Wyoming Corporation

BY: Virginia M. Delgado VP
Virginia M. Delgado, Vice President

ATTESTED:

Michael Delgado Secretary
Michael Delgado, Secretary

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

Acknowledged before me by Virginia M. Delgado, Vice President of Delgado Oil Company, Inc., and Michael Delgado, Secretary of Delgado Oil Company, Inc., this 9th day of December, 1988.

Witness my hand and official seal.

Susan S. Noble
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
JULY 20, 1992

Vernon T. Delgado
Vernon T. Delgado, individually

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

Acknowledged before me by Vernon T. Delgado, individually, this 9th day of December, 1988.

Witness my hand and official seal.

Susan S. Noble
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
JULY 20, 1992

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

NORMA JEAN VIROSTKO, being first duly sworn, states as follows:

1. Affiant is the surviving tenant of a tenancy by the entirities with respect to the decedent hereinafter named; therefore, Affiant has an interest in the real property which is the subject matter of this affidavit.

2. Affiant states that FRED VIROSTKO died at Jupiter, County of Palm Beach, State of Florida, on May 20, 1988; the facts of said death more fully appear on the Certificate of Death, duly certified by the State Registrar, State of Florida, attached hereto as Exhibit "A" and by this reference incorporated herein.

3. The said decedent and this Affiant acquired as tenants by the entirety an interest in certain real property, by Agreement for Warranty Deed, from THE LOUIE TOMASSI FAMILY TRUST and THE EMMA MAE TOMASSI FAMILY TRUST, dated April 20, 1976, and recorded in the Office of the County Clerk of Sublette County, Wyoming, on APRIL 29, 1976, in Book 31 of Misc., at Page 630, which property is more particularly described as follows:

> Lots 11, 12, 13, 14 and 15, of Block 10, C.P. MacGlashan's First Addition to the Town of Big Piney, Sublette County, Wyoming, as the same appears on the official plat thereof filed of record in the office of the County Clerk, Sublette County, Wyoming.

4. This Affidavit is filed for the purpose of establishing the fact of the death of said FRED VIROSTKO, who was the owner with Affiant of the interest in the above described property, and to make an official record of the termination of the interest of said decedent in and to said property interest, pursuant to the provisions of W.S. § 2-9-102, thereby vesting decedent's interest to the property herein described in Affiant, NORMA JEAN VIROSTKO.

Norma Jean Virostko
NORMA JEAN VIROSTKO

222935

RECORDED Dec. 12 1988 2:ec'P M.
IN BOOK 54 Misc. PAGE 439
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

Subscribed and sworn to before my by NORMA JEAN VIROSTKO this 25 day of October, 1988.

Bonnie Bennett
Notary Public

My Commission expires: June 4, 1989

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STATE OF FLORIDA

OFFICE of VITAL STATISTICS

CERTIFIED COPY

TYPE OR PRINT PERMANENT BLACK INK SEE HANDBOOK FOR INSTRUCTIONS

CERTIFICATE OF DEATH
FLORIDA

LOCAL FILE NO. 88 14104

DECEDENT

DECEDENT—NAME FIRST	MIDDLE	LAST	SEX	DATE OF DEATH (Mo. Day. Yr.)
1. FRED		VIROSTKO	2. MALE	3. May 20, 1988

RACE—e.g. White, Black Am. Indian etc. (Specify)	AGE—Last Birthday (Yrs.)	UNDER 1 YEAR: MOS	DAYS	UNDER 1 DAY: HOURS	MINS	DATE OF BIRTH (mo. Day. Yr.)	COUNTY OF DEATH
4. WHITE	5a. 68	5b		5c		6. DECEMBER 23, 1919	7a. PALM BEACH

CITY, TOWN OR LOCATION 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)
7b. JUPITER	7c. Jupiter Hospital	7d. Emer. Rm.

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)
8. INDIANA	9. U.S.A.	10. MARRIED	11. NORMA JEAN RUKES

SOCIAL SECURITY NUMBER	USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)	KIND OF BUSINESS OR INDUSTRY	WAS DECEDENT EVER IN U.S. ARMED SERVICES
12. 581-12-3155	13a. FACTORY WORKER	13b. AUTOMOBILE	13c. YES ☐ NO ☐

PARENTS

RESIDENCE—STATE	COUNTY	CITY, TOWN OR LOCATION	STREET AND NUMBER	INSIDE CITY LIMITS (Specify Yes or No)
14a. WYOMING	14b. SUBLETTE	14c. BIG PINEY	14d. RURAL P. O. BOX 791	14e. NO

FATHER—NAME FIRST	MIDDLE	LAST	MOTHER—NAME FIRST	MIDDLE	MAIDEN
15. JOHN		VIROSTKO	16. JULIA		BABYOCK

DISPOSITION

INFORMANT—NAME (Type or Print)	MAILING ADDRESS STREET OR R.F.D. NO.	CITY OR TOWN	STATE	ZIP
17. DENNIS VIROSTKO	17b. 13595 157 COURT N.	JUPITER	FL.	33478

BURIAL, CREMATION, REMOVAL, OTHER (Specify)	CEMETERY OR CREMATORY—NAME	LOCATION CITY OR TOWN	STATE
18a. REMOVAL BURIAL	18b. BIG PINEY	18c. BIG PINEY	WYOMING

FUNERAL DIRECTOR—Signature)	FUNERAL HOME ADDRESS
19a. [signature]	19b. ALL COUNTY MORTUARY SERVICE 14370 66th TRAIL N. PALM BEACH GARDENS FL. 33418

CERTIFIER

20a. 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
20b.	20c. M

NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)
20d.

21a. 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) MD/ME

DATE SIGNED (Mo., Day, Yr.)	HOUR OF DEATH
21b. May 21, 1988	21c. 3:40 P M

PRONOUNCED DEAD (Mo., Day, Yr.)	PRONOUNCED DEAD (Hour)
21d. ON May 20, 1988	21e. AT 3:40 P M

NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, MEDICAL EXAMINER) (Type or Print)
22. ME 88-469 JOHN V. MARRACCINI, MD, ME, 3126 Gun Club Road, West Palm Beach, Fl. 33406

REGISTRAR

23a. (Signature)	DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
Irma M Shirley SUB-REG. MAY 23, 1988	23b. MAY 23 1988

CAUSE OF DEATH

24. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).)

PART I
(a) ARTERIOSCLEROTIC CARDIOVASCULAR DISEASE — Interval between onset and death
DUE TO, OR AS A CONSEQUENCE OF (Condition(s) which gave rise to cause (a) — List underlying cause last)
(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)

PART III IF FEMALE WAS THERE A PREGNANCY IN THE PAST 3 MONTHS? Yes ☐ No ☐	AUTOPSY (Yes or no) 25. No	CASE REFERRED TO MEDICAL EXAMINER (Specify yes or no) 26. Yes

IF SURGERY IS MENTIONED IN PART I or II ENTER CONDITION FOR WHICH IT WAS PERFORMED — DATE OF SURGERY (Mo., Day, Yr.) 27b.
27a.

(Probably) ACCIDENT, SUICIDE or HOMICIDE or UNDETERMINED (Specify)	DATE OF INJURY (Mo., Day, Yr.)	HOUR OF INJURY	DESCRIBE HOW INJURY OCCURRED
28a.	28b.	28c.	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.

State of Florida, Department of Health and Rehabilitative Services, Vital Statistics

HRS Form 512, Nov. 86 (Replaces previous editions)

DATE OF ISSUE: MAY 24 1988

THIS IS A CERTIFIED TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE

BY: Joseph Grueneberg

OLIVER H. BOORDE
State Registrar

WARNING: ANY REPRODUCTION OF THIS DOCUMENT IS PROHIBITED BY LAW. DO NOT ACCEPT UNLESS ON SECURITY PAPER WITH EMBOSSED GREAT SEAL OF THE STATE OF FLORIDA. ALTERATION OR ERASURE VOIDS THIS CERTIFICATION.

DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

CERTIFICATION OF VITAL RECORD

HRS Form 1564 (8-87)

MODIFICATION OF AGREEMENT FOR WARRANTY DEED

THIS MODIFICATION of Agreement for Warranty Deed is made and entered into this 25 day of October, 1988, by and between THE LOUIE TOMASSI FAMILY TRUST, by Louie Tomassi, Trustee, and THE EMMA MAE TOMASSI FAMILY TRUST, by Emma Mae Tomassi, Trustee, of Sublette County, Wyoming, (Seller), and NORMA JEAN VIROSTKO and CONNIE STANLEY, of Sublette County, Wyoming, (Buyer);

WITNESS

WHEREAS, Sellers entered into an Agreement for Warranty Deed with Fred Virostko and Norma Jean Virostko as purchasers, dated April 20, 1976, and recorded in the office of the County Clerk, Sublette County, Wyoming, on April 29, 1976, in Book 31 of Miscellaneous, at Page 630, covering real property described as:

Lots 11, 12, 13, 14, and 15, of Block 10, C.P. MacGlashan's First Addition to the Town of Big Piney, Sublette County, Wyoming, as the same appears on the official plat thereof filed of record in the office of the County Clerk, Sublette County, Wyoming; and

WHEREAS, Fred Virostko died May 20, 1988, and his interest in said Agreement for Warranty Deed vested in his surviving spouse, Norma Jean Virostko, pursuant to an Affidavit of Survivorship, recorded in the office of the County Clerk, Sublette County, Wyoming, on October 25, 1988, in Book 54 of Miscellaneous, at Page 439; and

WHEREAS, Norma Jean Virostko, as a single woman, quitclaimed her interest in and to said Agreement for Warranty Deed to Norma Jean Virostko and Connie Stanley, as joint tenants with right of survivorship, which Quitclaim Deed was recorded in the office of the County Clerk, Sublette County, Wyoming, on October 25, 1988, in Book 8 of Quitclaim Deeds, at Page 694; and

WHEREAS, in consideration for the interest she has acquired in said Agreement for Warranty Deed, Connie Stanley desires to be made a party to said Agreement, along with all the rights and liabilities attendant thereto;

WHEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree to modify said Agreement for Warranty Deed in the following particulars:

1. NORMA JEAN VIROSTKO and CONNIE STANLEY are hereby made parties of the second part, in full substitution for Fred Virostko and Norma Jean Virostko, such that wherever reference to parties of the second part is made in said Agreement for Warranty Deed, it shall be construed to make reference only to NORMA JEAN VIROSTKO and CONNIE STANLEY, as joint tenants with right of survivorship;

222937

RECORDED Dec. 12 1988 3:00 P M
IN BOOK 54 Misc. PAGE 441
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Raley

2. By affixing her signature to this Modification of Agreement for Warranty Deed, CONNIE STANLEY agrees to be bound by all the terms, conditions and liabilities of the original Agreement for Warranty Deed, as if her signature were affixed on the original Agreement;

3. All terms and conditions in said Agreement for Warranty Deed not specifically modified herein, remain in full force and effect as originally set forth.

IN WITNESS WHEREOF, the parties have executed this agreement at Sublette County, Wyoming, this 25 day of October, 1988.

SELLER:

THE LOUIE TOMASSI FAMILY TRUST

By: Louie Tomassi
Louie Tomassi, Trustee

THE EMMA MAE TOMASSI FAMILY TRUST

By: Emma Mae Tomassi
Emma Mae Tomassi, Trustee

BUYER:

Norma Jean Virostko
Norma Jean Virostko

Connie Stanley
Connie Stanley

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Louie Tomassi and Emma Mae Tomassi this 25 day of October, 1988.
Witness my hand and official seal.

[illegible]
Notary Public
Sublette County, Wyoming
My Commission Expires: [illegible]

Bonnie Bennett
Notary Public

My Commission expires: June 4,1989

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before my by Norma Jean Virostko and Connie Stanley this 25 day of October, 1988.
Witness my hand and official seal.

[illegible]
Notary Public
Sublette County, Wyoming
My Commission Expires: June 4, 1989

Bonnie Bennett
Notary Public

My Commission expires: June 4.1989

AGREEMENT FOR WARRANTY DEED

This Agreement, made and entered into this 14 day of December, 1984, by and between JANET D. TIBBALS, a single person, of Pinedale, Sublette County, State of Wyoming, hereinafter referred to as Seller, and DAVID B. FAIGL or ~~CHRISTINA~~ CHRISTINE E. FAIGL husband and wife, of Rock Springs, County of Sweetwater, State of Wyoming, hereinafter referred to as the Buyers.

222943

RECORDED Dec. 13 19 88 10:30 A M
IN BOOK 54 Misc. PAGE 443
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

WITNESSETH:

WHEREAS, the Seller is the owner of a certain tract of real estate, more particularly described hereinafter, located in or about Sublette County, Wyoming, and is desirous of selling the same to Buyers upon the terms and conditions as set forth herein; and,

WHEREAS, Buyers are desirous of purchasing the same according to the covenants and agreements herein contained;

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements herein contained, and in further consideration of the sums hereinafter agreed to be paid, the parties hereto do mutually agree as follows:

Seller shall make, execute and deliver to the 1st National Bank of Pinedale, Pinedale, Wyoming, as escrow agent, a good and sufficient Warranty Deed, conveying title to the following described real estate, situate in Sublette County, State of Wyoming, to-wit:

Township 31 North, Range 106 West of the 6th P.M.,
Sublette County, Wyoming
Section 5: SW 1/4 SE 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 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 use and EXCEPTING HEREFROM AND RESERVING UNTO THE GRANTOR ONE-HALF (1/2) of all minerals, including oil and gas, situate in or upon or underlying the aforesaid lands.

for delivery to Buyer upon completion of the terms, covenants and agreements herein contained and upon payment in full of the total purchase price hereinafter agreed to be paid.

That Seller will furnish to escrow agent a title insurance policy for the above described property in and for the full amount of the purchase price as set forth herein, said policy being issued by an insurance company authorized to do business in the State of Wyoming, and reflecting that the Seller possess merchantable fee title to same, free and clear of any and all liens and encumbrances, except as hereinafter provided; said escrow agent will retain possession of said title insurance policy for delivery to Buyer upon completion of the terms, covenants, and agreements hereinafter contained and upon payments in full of the total purchase price hereinafter agre to be paid.

Buyer agrees to pay Seller or the survivor thereof, the purchase price in the total sum of Eighteen Thousand ($18,000.00) Dollars. The sum of Eighteen Thousand ($18,000.00) is to be paid over a period of eight (8) years at 9% interest as follows:

> Two Hundred Sixty Three Dollars and Seventy Cents ($263.70) a month for a continuous period of nine-five (95) months, and one final payment of Two Hundred and Sixty-Four Dollars and Twenty-Seven Cents ($264.27), commencing in January, 1985, and ending in December, 1992.

Buyer shall have the privilege of prepaying all or any portion of the unpaid balance of the purchase price without penalty upon first receiving prior written permission of the Seller.

Buyer shall receive possession of the premises upon the execution of this Agreement.

That all taxes and assessments for current calendar year shall be paid by Seller.

Buyer will pay all real estate and personal property taxes, and any and all other assessments, either general or special, and all utility charges in respect to the premises as they may fall due from time to time during the term thereof.

Should Buyer make permanent additions to the realty, the same shall become a part thereof and not subject to removal, the same as if originally included in this contract.

Buyer agrees to keep the premises during the life of this agreement, free and clear of any and all liens and encumbrances, and warrant and guarantee to indemnify and hold Seller harmless from all payments, costs and expenses Buyer may, during the life hereof, incur with respect to the premises, any improvements, maintenance, management or operation thereof.

The Buyer agrees that in the event they fail, neglect or refuse to pay taxes, rents or assessments upon the premises or any utility charge in respect thereof, or fail to keep the premises free and clear of any and all liens and encumbrances, Seller is authorized in lieu of calling Buyer in default as hereinafter provided, to pay the same and all sums so paid shall be added to the debt of the purchase price hereinabove stated, and shall bear interest at the same rate and any sums so paid by Seller shall be repaid to seller by Buyer with interest on the next following quarterly payment date, plus accrued interest as herein otherwise provided for.

In case default shall be made by the Buyer in any of the terms, covenants and conditions hereof or in the payment of any of the installments or other monies above mentioned or any interest thereon, Seller may, at her election, Thirty (30) days after giving written notice of said default to Buyer, consider this Agreement breached at which time all payments made hereunder shall be forfeited to Sellers as liquidated damages and not as a penalty. In addition Sellers may, at their option, enter upon the premises and take immediate possession thereof, with or without legal process, and/or pursue any and all other legal remedies available to them at law or in equity.

It is specifically provided that excuse by Sellers of any default on the part of Buyer herein shall in no way tend to operate as excuse of any subsequent default on the part of the buyer whether of different or like nature.

Buyers agree that they have examined the above described property and accepts it in its present condition.

It is mutually agreed that the 1st National Bank of Pinedale, Pinedale, Wyoming, shall be the escrow agent provided for herein, that Buyer shall pay all escrow fees and charges incurred pursuant to this Agreement.

It is expresssly provided and agreed that each and all of the terms, covenants and conditions hereof are made of the essence hereof and that time is of the essence hereof.

Sale, assignment or transfer of any ownership in the property of interest therein by Buyer, during the life of this contract, without the prior express written consent of Seller, shall be a default hereof on the part of the Buyer.

That if this Agreement is placed in the hands of an attorney for enforcement or collection, Buyer agrees to pay all costs and expenses of enforcement and collection, including Seller's reasonable attorney's fees and Court costs, if any.

Seller hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Should any part, term or provision of this Agreement be by the courts, decided to be illegal or in conflict with any laws of the State where made, the validity of the remaining portions or provisions shall not be affected thereby.

Except as hereinbefore limited to Buyer, this Agreement, its terms, covenants and conditions, shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and the assigns of the respective parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above cited.

SELLER

Janet D. Tibbals
JANET D. TIBBALS

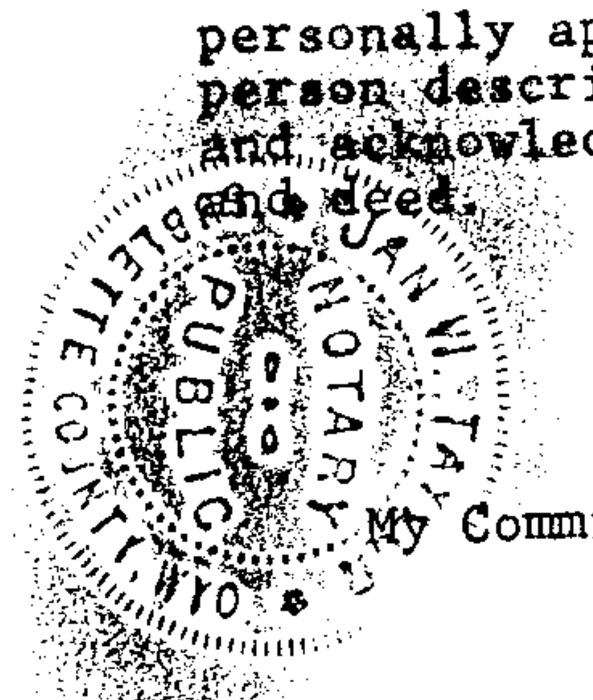
BUYERS

David B. Faigl
DAVID B. FAIGL

Christina E. Faigl
~~CHRISTINA~~ E. FAIGL
Christine

THE STATE OF WYOMING)
: ss
COUNTY OF SUBLETTE)

On this 21st day of December, 1984, before me personally appeared Janet D. Tibbals, to me known to be the person described in an who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

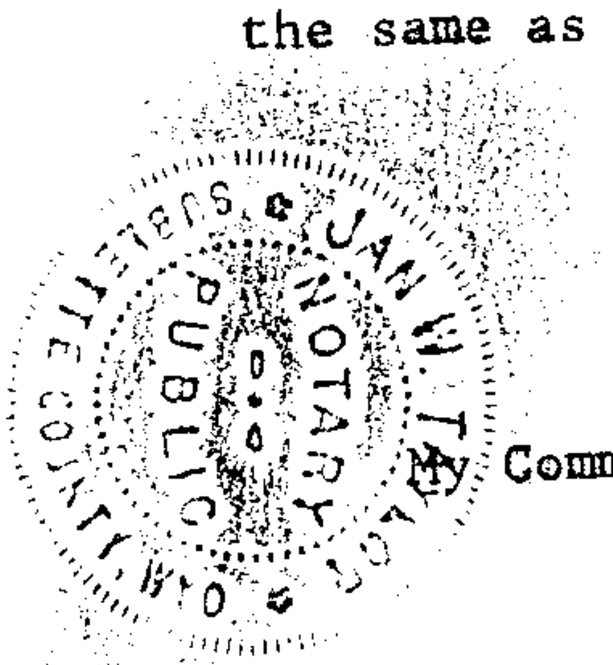


Jan W. Taylor
Notary Public

My Commission Expires: 1/5/87

THE STATE OF WYOMING)
: ss
COUNTY OF ~~SWEETWATER~~ SUBLETTE)

On this 14th day of December, 1984, before me personally appeared David B. Faigl and Christina E. Faigl, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



Jan W. Taylor
Notary Public

My Commission Expires: 1/5/87

AGREEMENT FOR WARRANTY DEED

This Agreement, made and entered into this 19th day of February, 1988, by and between JANET D. TIBBALS, a single person, of Pinedale, Sublette County, State of Wyoming, hereinafter referred to as Seller, and JOSEPH H. FAIGL or NONA DIAN FAIGL, husband and wife, of Rock Springs, County of Sweetwater, State of Wyoming, hereinafter referred to as the Buyers.

222944

RECORDED Dec. 13 1988 10:30 A.M.
IN BOOK 54 Misc. PAGE 448
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Nona Riley

WITNESSETH:

WHEREAS, the Seller is the owner of a certain tract of real estate, more particularly described hereinafter, located in or about Sublette County, Wyoming, and is desirous of selling the same to Buyers upon the terms and conditions as set forth herein; and,

WHEREAS, Buyers are desirous of purchasing the same according to the covenants and agreements herein contained;

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements herein contained, and in further consideration of the sums hereinafter agreed to be paid, the parties hereto do mutually agree as follows:

Seller shall make, execute and deliver to the 1st National Bank of Pinedale, Pinedale, Wyoming, as escrow agent, a good and sufficient Warranty Deed, conveying title to the following described real estate, situate in Sublette County, State of Wyoming, to-wit:

Township 31 North, Range 106 West of the 6th P.M.,
Sublette County, Wyoming
Section 5: SE 1/4 SE 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 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 use and EXCEPTING HEREFROM AND RESERVING UNTO THE GRANTOR ONE-HALF (1/2) of all minerals, including oil and gas, situate in or upon or underlying the aforesaid lands.

for delivery to Buyer upon completion of the terms, covenants and agreements herein contained and upon payment in full of the total purchase price hereinafter agreed to be paid.

That Seller will furnish to escrow agent a title insurance policy for the above described property in and for the full amount of the purchase price as set forth herein, said policy being issued by an insurance company authorized to do business in the State of Wyoming, and reflecting that the Seller possess merchantable fee title to same, free and clear of any and all liens and encumbrances, except as hereinafter provided; said escrow agent will retain possession of said title insurance policy for delivery to Buyer upon completion of the terms, covenants, and agreements hereinafter contained and upon payments in full of the total purchase price hereinafter agreed to be paid.

Buyer agrees to pay Seller or the Survivor thereof, the purchase price in the total sum of Twenty-Three Thousand ($23,000.00) Dollars. The sum of Twenty-Three Thousand ($23,000.00) is to be paid over a period of ten (10) years at 9% interest as follows:

Two Hundred Ninety-One Dollars and Thirty-Five Cents ($291.35) a month for a continuous period of one hundred twenty (120) month, and one final payment of Two Hundred Ninety-Two Dollars and Thirty Cents ($292.30), commencing in April, 1988 and ending in March 1998.

Buyer shall have the privilege of prepaying all or any portion of the unpaid balance of the purchase price without penalty upon first receiving prior written permission of the Seller.

Buyer shall receive possession of the premises upon the execution of this Agreement.

That all taxes and assessments for current calendar year shall be paid by Seller.

Buyer will pay all real estate and personal property taxes, and any and all other assessments, either general or special, and all utility charges in respect to the premises as they may fall due from time to time during the term thereof.

Should Buyer make permanent additions to the realty, the same shall become a part thereof and not subject to removal, the same as if originally included in this contract.

Buyer agrees to keep the premises during the life of this agreement, free and clear of any and all liens and encumbrances, and warrant and guarantee to indemnify and hold Seller harmless from all payments, costs and expenses Buyer may, during the life hereof, incur with respect to the premises, any improvements, maintenance, management or operation thereof.

The Buyer agrees that in the event they fail, neglect or refuse to pay taxes, rents or assessments upon the premises or any utility charge in respect thereof, or fail to keep the premises free and clear of any and all liens and encumbrances, Seller is authorized in lieu of calling Buyer and default as hereinafter provided, to pay the same and all sums so paid shall be added to the debt of the purchase price hereinabove stated, and shall bear interest at the same rate and any sums so paid by Seller shall be repaid to seller by Buyer with interest on the next following quarterly payment date, plus accrued interest as herein otherwise provided for.

In case default shall be made by the Buyer in any of the terms, covenants and conditions hereof or in the payment of any of the installments or other monies above mentioned or any interest thereon, Seller may, at her election, Thirty (30) days after giving written notice of said default to Buyer, consider this Agreement breached at which time all payments made hereunder shall be forfeited to Sellers as liquidated damages and not as a penalty. In addition Sellers may, at their option, enter upon the premises and take immediate possession thereof, with or without legal process, and/or pursue any and all other legal remedies available to them at law or in equity.

It is specifically provided that excuse by Sellers of any default on the part of Buyer herein shall in no way tend to operate as excuse of any subsequent default on the part of the buyer whether of different or like nature.

Buyers agree that they have examined the above described property and accepts it in its present condition.

It is mutually agreed that the 1st National Bank of Pinedale, Pinedale, Wyoming, shall be the escrow agent provided for herein, that Buyer shall pay all escrow fees and charges incurred pursuant to this Agreement.

It is expressly provided and agreed that each and all of the terms, covenants and conditions hereof are made of the essence hereof and that time is of the essence hereof.

Sale, assignment or transfer of any ownership in the property of interest therein by Buyer, during the life of this contract, without the prior express written consent of Seller, shall be a default hereof on the part of the Buyer.

That if this Agreement is placed in the hands of an attorney for enforcement or collection, Buyer agrees to pay all costs and expenses of enforcement and collection, including Seller's reasonable attorney's fees and Court costs, if any.

Seller hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Should any part, term or provision of this Agreement be by the courts, decided to be illegal or in conflict with any laws of the State where made, the validity of the remaining portions or provisions shall not be affected thereby.

Except as hereinbefore limited to Buyer, this Agreement, its terms, covenants and conditions, shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and the assigns of the respective parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above cited. IN WITN

SELLER

Janet D. Tibbals
JANET D. TIBBALS

BUYERS

Joseph H. Faigl
JOSEPH H. FAIGL

Nona Dian Faigl
NONA DIAN FAIGL

THE STATE OF WYOMING)
: ss
COUNTY OF SUBLETTE)

On this 01st day of March, 1988, before me personally appeared Janet D. Tibbals, to me known to be the person described in an who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

GWENDOLYN M. STACH NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Gwendolyn M. Stach
Notary Public

My Commission Expires: September 21, 1991

THE STATE OF WYOMING)
: ss
COUNTY OF SWEETWATER)

On this 19th day of February, 1988, before me personally appeared Joseph H. Faigl and Nona Dian Faigl, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

GWENDOLYN M. STACH NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Gwendolyn M. Stach
Notary Public

My Commission Expires: September 21, 1991

EASEMENT

COMES NOW JAMES RANCHES, INC., a Wyoming corporation, and in consideration of the payment of the sum of Ten and NO/100 ($10.00) Dollars together with other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto STEVEN C. JAMES, his heirs and assigns, of P.O. Box 111, Daniel, Wyoming an easement for ingress and egress as hereinafter described. Said easement shall include the right to construct and maintain a road over and on the real property described as:

A right-of-way through that portion of the SE¼NE¼ of Section 28, Township 34 North, Range 111 West of the 6th P.M., Sublette County, Wyoming, which is traversed by an easement being 30 feet in width, the center line of which is described as follows:

Beginning at a point on the center line of Wyoming State Highway 354, said point being located S.19°23'W., a distance of 2576 feet from the northeast corner of said Section 28,
thence from said point of beginning, S.15°44'W., 166 feet,
thence S.01°58'E., 290 feet,
thence S.20°30'E., 129 feet,
thence S.40°30'E., 223 feet,
thence S.36°25'E., 118 feet,
thence S.63°23'E., 67 feet,
thence S.78°14'E., 56 feet to a point on the north line of the S½NE¼SE¼ of Section 28, said point being located S.08°51'W., a distance of 3346 feet from the northeast corner of Section 28.

Said easement is nonexclusive in nature and is appurtenant to and shall run with the real property described as:

Township 33 North, Range 111 West of the 6th P.M., Sublette County, Wyoming;

Section 3: W½
Section 4: E½

Township 34 North, Range 111 West of the 6th P.M., Sublette County, Wyoming;

Section 28: SE¼
Section 33: E½
Section 34: SW¼

DATED this 19 day of September, 1988.

ATTEST:

JAMES RANCHES, INC., a Wyoming corporation:

SEAL

Hazel James
Secretary

BY: Carroll James

ITS: President

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Easement** was acknowledged before me by JAMES RANCHES, INC., by Hazel James, its Secretary, and attested to and sealed by its Secretary this 19 day of September, 1988.

WITNESS my hand and official seal.

Karen Hines
NOTARY PUBLIC

My Commission Expires:
Karen Hines
Notary Public
County of Sublette
State of Wyoming
My Commission Expires Oct. 6, 1990

RECORDED Dec. 13 1988 10:30 AM
IN BOOK 54 misc. PAGE 453
FEES $ 4.00 Mary L. Bankhead COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carolyn Chesney Deputy

222973

453

SUBORDINATION AGREEMENT

WHEREAS, JAMES RANCHES, INC., a Wyoming corporation, holds a mortgage interest concerning in part certain real property described as:

Township 34 North, Range 111 West of the 6th P.M., Sublette County, Wyoming;
Section 28: NE¼SE¼, N½SE¼SE¼; and,

WHEREAS, said mortgage is recorded at Book 49 of Mortgages, page 457, in the office of the County Clerk, Sublette County, Wyoming; and,

WHEREAS, the owner of said real property, STEVEN C. JAMES, has applied to the FIRST NATIONAL BANK OF PINEDALE to borrow the sum of Thirty-One Thousand Five Hundred Ten and NO/100 ($31,510.00) Dollars to be used for improvements to said real property; and,

WHEREAS, said improvements will substantially increase the value of said property and thus the security of JAMES RANCHES, INC.; and,

WHEREAS, as a direct condition of granting said loan, the FIRST NATIONAL BANK OF PINEDALE has required JAMES RANCHES, INC. to subordinate its aforedescribed mortgage to a mortgage of the FIRST NATIONAL BANK OF PINEDALE in the principal amount of Thirty-One Thousand Five Hundred Ten and NO/100 ($31,510.00) Dollars; and,

WHEREAS, JAMES RANCHES, INC., is agreeable to subordinating its mortgage to a mortgage of the FIRST NATIONAL BANK OF PINEDALE in consideration of the FIRST NATIONAL BANK OF PINEDALE granting said loan to STEVEN C. JAMES as said loan will materially increase the security of JAMES RANCHES, INC.

NOW THEREFORE, IN CONSIDERATION OF THE FIRST NATIONAL BANK OF PINEDALE GRANTING A LOAN IN THE AMOUNT OF THIRTY-ONE THOUSAND FIVE HUNDRED TEN AND NO/100 ($31,510.00) DOLLARS TO STEVEN C. JAMES AND MAVIS JAMES, HUSBAND AND WIFE, JAMES RANCHES, INC., DOES HEREBY AGREE:

1. That the lien of its Mortgage, as recorded at book 49 of Mortgages, page 457, in the office of the County Clerk, Sublette County, Wyoming on August 4, 1988 shall be subject, junior and subordinate to the mortgage interest of the FIRST NATIONAL BANK OF PINEDALE as created hereafter by a Mortgage Deed from STEVEN C. JAMES and MAVIS JAMES, husband and wife to FIRST NATIONAL BANK OF PINEDALE in the principal amount of Thirty-One Thousand Five Hundred Ten and NO/100 (31,510.00) Dollars. Provided however, that this subordination is only

RECORDED DEC 16 1988 10:20 A.M.
IN BOOK misc PAGE 454
FEES $ 6.00 First National Bank of Pinedale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Glenda Chesney Deputy
222974

partial in nature and shall only extend to the real property described as:

Township 34 North, Range 111 West of the 6th P.M., Sublette County, Wyoming;
Section 28: NE¼SE¼, N½SE¼SE¼.

2. Said priority of interest shall extend to the aforesaid principal amount of Thirty-One Thousand Five Hundred Ten and NO/100 ($31,510.00) Dollars as well as all accruing interest thereon, any advancements made to protect the security of the FIRST NATIONAL BANK OF PINEDALE under said mortgage and, in the event of default under said mortgage, reasonable attorney's fees and costs as allowed by the terms of said mortgage.

DATED this 19 day of September, 1988.

ATTEST:

SEAL

Secretary

JAMES RANCHES, INC., a Wyoming corporation:

BY: Carroll James

ITS: President

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Subordination Agreement** was acknowledged before me by JAMES RANCHES, INC., by Hazel James, its Secretary and attested to and sealed by its Secretary this 19 day of September, 1988.

WITNESS my hand and official seal.

Karen Hines
NOTARY PUBLIC

My Commission Expires:

Karen Hines — Notary P...
County of Sublette — State o... Wyomi...
My Commission Expires Oct. 6,

222989

A F F I D A V I T

RECORDED Dec. 13 1988 11:00AM
IN BOOK 54 Misc. PAGE 456
FEES 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mari Riley

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

CAROLINE DOERR being first duly sworn upon her oath, according to law, deposes and says:

1-

That she is a resident of the County of Sublette, and State of Wyoming, and is an adult person;

2-

That this affidavit is made pursuant to the provisions of Section 2-9-102, Wyoming Statutes, 1977, July 1980 Supplement, and concerns the following described real estate and premises situate in the County of Sublette and State of Wyoming, to-wit:

That part of the NE/4 SE/4 of Section 30, T30N, R111W, 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at a point on the south boundary line of the Townsite of Marbleton which point is S59°-50'W, 1305.8 ft. from the east one-quarter corner of said Section 30;

thence N89°-47'W, along the said south boundary line to the point of intersection with the easterly right-of-way line of Highway 189, a distance of 100.0 ft.;

thence S00°-21'W, 140.0 ft. along said easterly right-of-way line to a point;

thence S89°-47'E, 100.0 ft. to a point;

thence N00°-21'E, 140.9 ft. to the point of beginning, this point being also N89°-47'W, 1127.5 ft. from the southeast corner of the Townsite of Marbleton;

containing an area of 0.321 acres, more or less;

each point being marked with a steel T-shaped stake 24" long with a brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164",

together with the improvements situate thereon or appurtenant thereto;

3-

That by warranty deed dated the 4th day of October, 1957, filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming, on the 2nd day of December, 1957, and recorded in Book 9 of the Deed Records of said office at page 137, the above described real estate and premises were conveyed by SUE BALL and FRANK D. BALL, JR., wife and husband, grantors, of Sublette County, and State of Wyoming, unto OSCAR CARL DOERR and CAROLINE DOERR, husband and wife, as tenants by the entireties, grantees, of Sublette County, and State of Wyoming;

4-

That the grantees named in the aforesaid warranty deed, OSCAR CARL DOERR and CAROLINE DOERR, were husband and wife at the time of said conveyance and the real estate so conveyed did vest in them, the said OSCAR CARL DOERR and CAROLINE DOERR, husband and wife, as tenants by the entirety;

5-

That the aforesaid OSCAR CARL DOERR is deceased and that said OSCAR CARL DOERR died on the 21st day of December, 1967, in the City of Evanston, County of Uinta, and State of Wyoming;

6-

That all interest of the aforesaid OSCAR CARL DOERR in and to the above described real estate and premises did upon his death and at the time of his death terminate, by operation of law, and this affiant did, by operation of law, at the time of death of OSCAR CARL DOERR become the sole owner of the above described real estate and premises and is on the

date hereof the sole owner of the above described real estate and premises;

7-

That attached hereto is a copy of the official death certificate of OSCAR CARL DOERR certified by the public authority wherein such original death certificate is a matter of record and that said OSCAR CARL DOERR who is named in said death certificate is one and the same person as OSCAR CARL DOERR named in the aforesaid warranty deed as a grantee with CAROLINE DOERR, this affiant;

8-

That this affiant is one and the same person as CAROLINE DOERR, grantee with OSCAR CARL DOERR in the aforementioned warranty deed.

Caroline Doerr
CAROLINE DOERR

Subscribed and sworn to before me by CAROLINE DOERR this 12th day of December, 1988.

Ola A. Miley
Notary Public

My commission expires: November 12, 1991

OLA A. MILEY - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Nov. 12, 1991

THIS IS TO CERTIFY that this reproduction is a true copy of a record on file in Wyoming Vital Records 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.

Date Issued JAN 3 1968

R. L. Merrill, M.D.
~~Deputy~~ State Registrar

1967

CERTIFICATE OF DEATH
STATE OF WYOMING
DEPARTMENT OF PUBLIC HEALTH
DIVISION OF VITAL STATISTICS

LOCAL REGISTRAR'S NO.

BIRTH NO.

STATE FILE NO. 2727

1 PLACE OF DEATH
a. COUNTY: Uinta
b. CITY, TOWN, OR LOCATION: Evanston
LENGTH OF STAY IN (b): 6 days
c. NAME OF HOSPITAL OR INSTITUTION: Memorial Hospital of Uinta Co.
d. IF DEATH WAS IN HOSPITAL OR INSTITUTION: YES XX NO
2 USUAL RESIDENCE (Where deceased lived. If institution, Residence before admission)
a. STATE: Wyoming
b. COUNTY: Sublette
c. CITY, TOWN, OR LOCATION: Big Piney
d. STREET ADDRESS: P.O.Box 24c (illegible)
e. IS RESIDENCE INSIDE CITY LIMITS? YES XX NO
f. IS RESIDENCE ON A FARM OR RANCH? YES NO XX

3 NAME OF DECEASED: Oscar Carl Doerr
4 DATE OF DEATH: Dec. 21, 1967
5 SEX: Male
6 COLOR OR RACE: White
7 MARRIED: X NEVER MARRIED: WIDOWED: DIVORCED:
8 DATE OF BIRTH: May 8,1911
9 AGE: 56 (If under 1 year: Months, Days; If under 24 hrs.: Hours, Min.)
10 USUAL OCCUPATION: Maintainance
11 KIND OF BUSINESS OR INDUSTRY: Mobil Oil Co.
12 BIRTHPLACE: Java, South Dakota
13 CITIZEN OF WHAT COUNTRY? USA
14 FATHER'S NAME: Carl Doerr
15 MOTHER'S MAIDEN NAME: Pauline Trefosky
16 SOCIAL SECURITY NO.: 52-[illegible]
17 INFORMANT: Records of Memorial Hospital of Uinta Co.
18 NAME OF HUSBAND OR WIFE: Caroline Young Doerr
19 IF MARRIED, WIDOWED OR DIVORCED: None
20 RESIDENCE: Evanston, Wyo.

MEDICAL CERTIFICATION

21 CAUSE OF DEATH
DEATH WAS CAUSED BY:
IMMEDIATE CAUSE: Pulmonary Edema
INTERVAL BETWEEN ONSET AND DEATH: 8 Hrs.
DUE TO, OR AS A CONSEQUENCE OF:
SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO THE TERMINAL DISEASE:
22 WAS AUTOPSY PERFORMED? YES NO X
23 WAS OPERATION PERFORMED FOR ANY CONDITIONS IN ITEM 21 OR 22? DATE:
24 I ATTENDED THE DECEASED FROM: Dec. 21, 1967 TO: Dec. 21, 1967
I LAST SAW THE DECEASED ALIVE ON: Dec. 21, 1967
TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE TIME AND DATE AND FROM THE CAUSES STATED
25 SIGNATURE: [illegible] ADDRESS: [illegible]
25 DATE SIGNED: 12/21/67
26 PLACE OF INJURY: DESCRIBE HOW INJURY OCCURRED: DATE OF INJURY: TIME: INJURY AT WORK? YES NO
27 LOCATION: CITY OR TOWN: Big Piney COUNTY: STATE: Wyoming
28 DATE RECEIVED BY LOCAL REG.: DEC 21 1967
29 REGISTRAR'S SIGNATURE: [illegible]

Approval 12/21
Funeral Home Evanston Wyo.
Filed By [illegible]

Every item of information should be reproduced in photostat. Every item of information should be reproduced in photostat. Every item of information should be reproduced in photostat.

460

M & Form No 7321-W
(7-75)

R/W 30725

RIGHT-OF-WAY EASEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of Ten and NO/100---------- Dollars ($ 10.00 - - -) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado 80202, Grantee, its successors, assigns, lessees, licensees and agents a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest in County of Sublette State of, Wyoming hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State:

A strip of land twelve feet wide within a portion of the SE¼ Section 33, Township 38 North, Range 113 West, of the 6th P.M., more particularly as shown on the Exhibit for Right of Way No. 30725, attached hereto and made a part hereof.

TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above described property, the right to clear and keep cleared all trees and other obstructions as may be necessary.

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this 6 day of SEPT, 19 88

Robert B. Wells
Robert B. Wells

Rosemary Wells
Rosemary Wells

222996

RECORDED Dec 15 1988 4:20 PM
IN BOOK 54 Misc. PAGE 460
FEES 6.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mae Riley

STATE OF Wyoming)
) SS:
COUNTY OF Sublette)

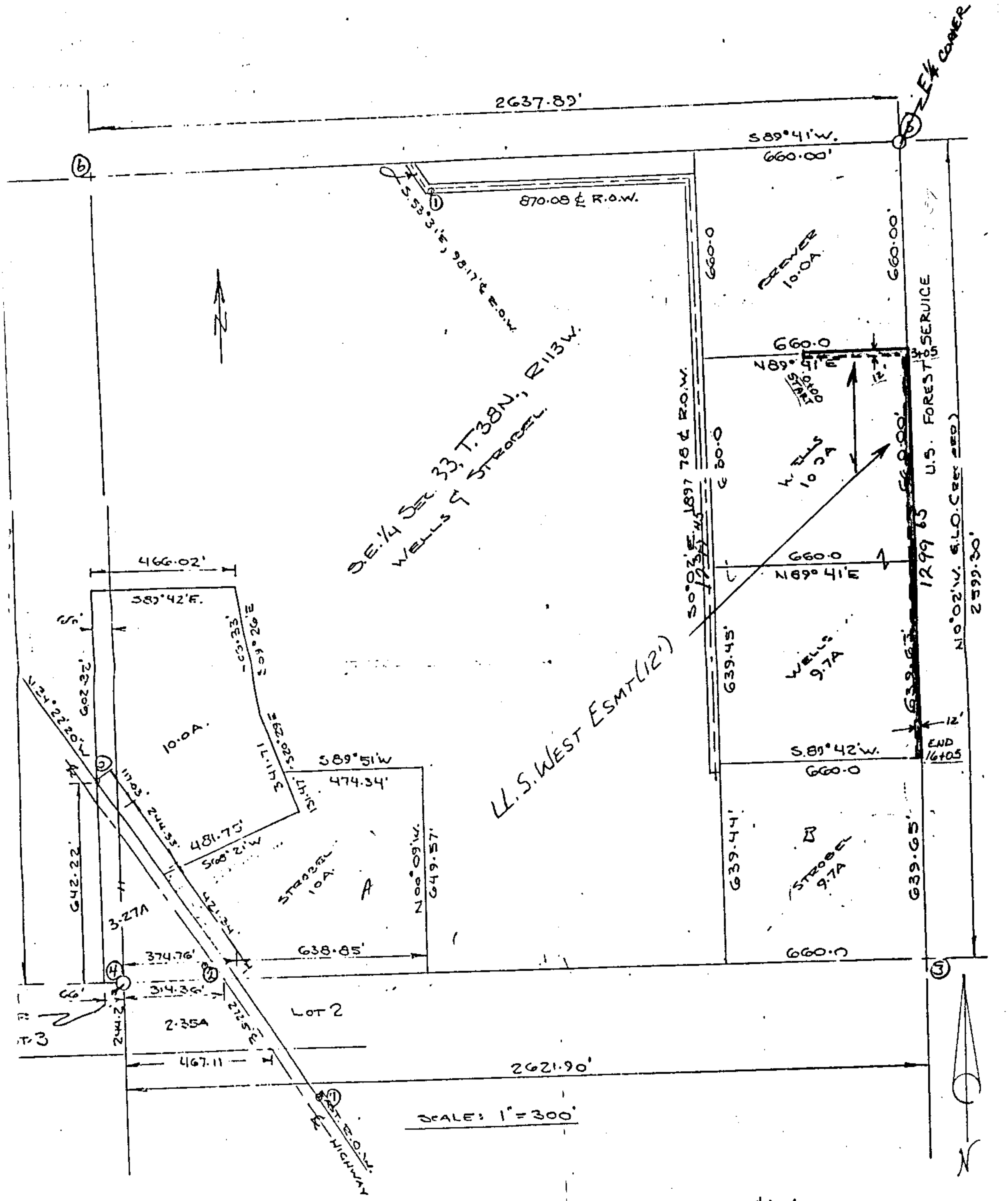
The foregoing instrument was acknowledged before me this 6 day of September, 19 88
By Robert B. Wells and Rosemary Wells

Witness my hand and official seal.

THE STATE OF WYOMING COUNTY CLERK SUBLETTE

Mary L Lankford
County Clerk
By: Mae Riley - Deputy

My Term Commission Expires: 1-7-91



STROBEL & WELLS

SE¼, SEC. 33, T. 38N., R 113 W.

NOV. 4, 1985 - J.O. 239-483-687-1208

HARROWER.

R/W NO. 30725

ROBERT B. WELLS ET UX

W-8-68EB

JACKSON EXCH.

CERTIFICATE OF SALE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

I, Jack N. Cain, Sheriff of Sublette County, State of Wyoming, do hereby certify that I have sold at public auction according to the statutes, on December 16, 1988, the following described real property located in Sublette County, State of Wyoming:

> Lot 5, Unit III, Orcutt Hill Subdivision, Sublette County, Wyoming

Under a power of sale contained in the mortgage and as provided for under Sections 34-4-104 and 34-4-105, Wyoming Statutes (1977), the undersigned was directed to receive the sum of $52,160.00.

The name of the purchaser was Fleet Mortgage Corp. and the amount of the sale was $52,160.00. Such purchaser was the highest bidder at the sale and the sum of $52,160.00 was the whole price paid for such property.

The purchaser is entitled to a deed for the property at the expiration of the statutory period of redemption unless property is redeemed prior to that date.

Dated this 16TH day of December, 1988.

JACK N. CAIN, Sheriff

By Joe Bohringer

Title Deputy Sheriff

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Joe Bohringer this 16th day of December, 1988.

Witness my hand and notarial seal.

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires 7-28-92

Edwin R. Adams
Notary Public

My commission expires: 7-28-92

222998

RECORDED Dec. 16 1988 10:05 AM
IN BOOK 54 Misc. PAGE 462
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] [redacted] By: T[redacted]ley

PROOF OF PUBLICATION

Page 16. The Big Piney Roundup, Thu

[redacted]

NOTICE OF FORECLOSURE SALE

NOTICE IS HEREBY GIVEN pursuant to Wyoming Statutes, §34-4-104 and 34-4-105, 1977 Republished Edition, that a certain mortgage dated May 7, 1986 which was executed and delivered by Donald R. Driggs and Jane Driggs, husband and wife, Mortgagor(s), to Teton Mortgage Corporation, Mortgagee, and which was filed for record in the office of the Recorder of Deeds, Sublette County, State of Wyoming, in Book 45, Page 321, on May 19, 1986, and which was assigned to Fleet Mortgage Corporation by instrument recorded May 19, 1986 in Book 45, Page 326, will be foreclosed by a sale to the highest bidder at a public auction of the premises described pursuant to a power of sale contained in the mortgage.

The premises that are described in the mortgage are as follows:

Lot 5, Unit III, Orcutt Hill Subdivision, Sublette County, Wyoming.

The above sale will be conducted by the Sheriff or the Sheriff's deputy at the front door of the Courthouse in the City of Pinedale, County of Sublette, State of Wyoming, at 10:00 a.m. o'clock on December 16, 1988. Donald R. Driggs and Jane Driggs have defaulted in the conditions of the note and mortgage and the undersigned claims $83,112.60 principal and interest due on the mortgage, plus interest on the unpaid balance to the date of sale at 10.500%, plus reasonable attorney's fees and expenses of sale.

Dated this 25th day of October, 1988.

FLEET MORTGAGE CORP.
By Murane & Bostwick
350 West A Street
Casper, WY 82601

Publish in the Pinedale Roundup
November 10, 17, 23, December 1, 1988.

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

I, Todd Adams [redacted], being first dully sworn, deposes and says that he is the Editor of The Pinedale Roundup, a weekly newspaper published at Pinedale, in said County and State, that the annexed notice was published in 4 consecutive issues of said paper and not in a supplement, the first publication thereof being of the 10 day of Nov., 19 88 and the last publication thereof on the 1 day of Dec., 19 88.

Todd Adams

Subscribed in my presence and sworn to before me this 1 day of Dec., 19 88

Kasey Brunette
Notary Public

My Commission expires October 7, 1990

Disney Brunette Notary Public
County of Sublette State of Wyoming
My Commission Expires

A F F I D A V I T

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

Bruce N. Willoughby, foreclosing attorney for Fleet Mortgage Corp., after having been duly sworn upon his oath deposes and says:

1. Written Notices of Intent to Foreclose were mailed to each owner of record at his or her last known address, in separate envelopes, by certified mail, return receipt requested, at least ten (10) days before the commencement of publication of the Notice of Sale as follows:

Donald R. Driggs
3 Circle Drive
Pinedale, WY 92841

Jane Driggs
3 Circle Drive
Pinedale, WY 92841

Donald R. Driggs
P. O. Box 1216
Pinedale, WY 92841

Jane Driggs
P. O. Box 1216
Pinedale, WY 92841

2. The date of mailing of the Notice of Intent to Foreclose was September 15, 1988.

3. A duplicate original of this Affidavit has been filed with the Sheriff of Sublette County.

Dated this 12th day of December, 1988.

Bruce N. Willoughby

Subscribed and sworn to before me this 12 day of December, 1988 by Bruce N. Willoughby.

Notary Public

My commission expires:

4/3/89

NOTARY PUBLIC

AFFIDAVIT

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

I, Bruce N. Willoughby, as attorney for Fleet Mortgage Corp., being first duly sworn, do depose and say that there is no agreement between myself and any other person other than an attorney admitted to practice in the State of Wyoming for any sharing or division of fee and the fee added to the debt is only as compensation for services actually performed in the foreclosure proceeding and that I am an attorney admitted to practice in the State of Wyoming and I reside in Wyoming.

Dated this 12th day of December, 1988.

Bruce N. Willoughby

Subscribed and sworn to before me this 12 day of December, 1988, by Bruce N. Willoughby.

Notary Public

My commission expires:

6/13/89

NOTARY PUBLIC

466

Released EC 4 Rel. of Pg. 521

SECURITY AGREEMENT

DATE December 9, 19 88

DEBTOR	Sulenta Construction, Inc.	SECURED PARTY	First Wyoming Bank - Kemmerer
BUSINESS OR RESIDENCE ADDRESS	PO Box 56	ADDRESS	801 Pine Avenue
CITY STATE & ZIP CODE	Pinedale, WY 82941	CITY STATE & ZIP CODE	Kemmerer, WY 83101

1 **Security Interest and Collateral.** To secure the payment and performance of each and every debt, liability and obligation of every type and description which Debtor may now or at any time hereafter owe to Secured Party (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several; all such debts, liabilities and obligations being hereinafter collectively referred to as the "Obligations"), Debtor hereby grants Secured Party a security interest (hereinafter called the "Security Interest") in the following property (hereinafter called the "Collateral"). (Select applicable boxes and complete information.)

(a) INVENTORY:
All inventory of Debtor, whether now owned or hereafter acquired and wherever located.

(b) EQUIPMENT, FARM PRODUCTS AND CONSUMER GOODS:
☐ All equipment of Debtor, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, parts and tools, and the goods described in any equipment schedule or list herewith or hereafter furnished to Secured Party by Debtor (but no such schedule or list need be furnished in order for the security interest granted herein to be valid as to all of Debtor's equipment).

☐ All farm products of Debtor, whether now owned or hereafter acquired, including but not limited to (i) all poultry and livestock and their young, products thereof and produce thereof, (ii) all crops, whether annual or perennial, and the products thereof, and (iii) all feed, seed, fertilizer, medicines and other supplies used or produced by Debtor in farming operations. The real estate concerned with the above described crops growing or to be grown is:

_____

_____

_____

_____

and the name of the record owner is: _____

X The following goods or types of goods: All improvements located on that certain parcel of real estate more specifically described as Lots 9 & 10, Block 20, Hennick First Addition to the Town of Pinedale, Sublette County, Wyoming. Including but not limited to buildings, furniture and fixtures.

_____

_____

(c) ACCOUNTS AND OTHER RIGHTS TO PAYMENT:
☐ Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, and loans and obligations receivable.

_____

_____

_____

(d) GENERAL INTANGIBLES:
☐ All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, patents, copyrights, trademarks, trade secrets, good will, tradenames, customer lists, permits and franchises, the right to use Debtor's name, and tax refunds.

together with all substitutions and replacements for and products of any of the foregoing property not constituting consumer goods and together with proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with all accessions and (except in the case of consumer goods) together with (i) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods.

2. **Representations, Warranties and Agreements.** Debtor represents, warrants and agrees that:

(a) Debtor is ☐ an individual, ☐ a partnership, ☐ a corporation and, if Debtor is an individual, the Debtor's residence is at the address of Debtor shown at the beginning of this Agreement.

(b) The Collateral will be used primarily for ☐ personal, family or household purposes; ☐ farming operations; ☐ business purposes.

(c) ☐ If any part or all of the tangible Collateral will become so related to particular real estate as to become a fixture, the real estate concerned is: _____
Lots 9 & 10, Block 20, Hennick First Addition to the Town of Pinedale, Sublette County, Wyoming.

and the name of the record owner is: _____

(d) Debtor's chief executive office is located at Pinedale, Wyoming or, if left blank, at the address of Debtor shown at the beginning of this Agreement.

_____

223000

THIS AGREEMENT CONTAINS ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, ALL OF WHICH ARE MADE A PART HEREOF.

First Wyoming Bank - Kemmerer
Secured Party's Name

By _____

Title: T. Mark Mickelson/Senior Vice President

Sulenta Construction, Inc.
Debtor's Name

By _____

Title: John M. Sulenta/President

By _____

Title: _____

RECORDED Dec. 16 1988 10:15AM
IN BOOK 54 Misc. PAGE 466
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK

BANNERS SYSTE [redacted] LD, MN [redacted] 1986 By: [redacted]

FIRST
WYOMING
BANK

First Wyoming Bank— Kemmerer
801 Pine Avenue
Kemmerer, Wyoming 83101
307/877-4441

Security Agreement
Dated December 9, 1988
Sulenta Construction, Inc.

State of Wyoming)
)
County of Lincoln)

On this 9th day of December, 19 88 before me personally appeared John M. Sulenta to me know to the person described in and who executed the foregoing instrument, and acknowledged that he executed the the same as free act and deed, including the release and waiver of the right of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notary seal this 9th day of December, A.D. 19 88.

Janet Paulson
Notary
County of Lincoln
(Seal)
My Commission Expires
My Commission Expires: Aug 12, 1991

Janet Paulson
Notary Public

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF)
)
HAROLD A. THOMPSON, JR.,) Probate No. 1269
)
deceased.)

223018

RECORDED Dec. 16 1988 3:20 P M.
IN BOOK 54 Misc. PAGE 468
FEES $.6a Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jane Riley

ORDER
AUTHORIZING SALE

CAROLINE BRAZELL, the duly appointed, qualified and acting personal representative of the estate, having presented to the court her petition for authority to sell unto JOHN L. FRULLO and ALBINA N. FRULLO for cash in amount of $9,600, that being the appraised value thereof, the real property described in said petition; and all of the beneficiaries of the estate of HAROLD A. THOMPSON, JR., deceased, having granted consent to said sale and which consent instruments are made a part of the court's file, no objection to the said sale havaing been made and said sale appearing as in the best interests of the estate and of all parties interested therein;

IT IS ORDERED, ADJUDGED AND DECREED THAT the personal representative, CAROLINE BRAZELL, is authorized and permitted to sell and convey unto JOHN L. FRULLO and ALBINA N. FRULLO all of the right, title, interest and estate of the said HAROLD A. THOMPSON, JR., deceased, at the time of death and also all of the right, title and interest of the said estate by operation of law or otherwise, may have acquired, other than or in addition to that of the said decedent at the time

FILED

NOV 1 1988

DIANE E. NEAL-SMITHLING
CLERK OF DISTRICT COURT
PINEDALE, WYO.

of his death in and to all of that certain real property situate in said County of Sublette and State of Wyoming, and more particularly described as follows, to-wit:

Lot 6, Block 4, Cooley Seventh Addition to the Town of Pinedale, Wyoming,

IT IS FURTHER OREDERED THAT the said personal representative, CAROLINE BRAZELL, may conduct the sale and conveyance at her earliest convenience and that no report of the sale shall be required to be made to the court nor further order of the court is necessary.

Done this 27 day of oct, 1988.

Robert B Ranck
ROBERT B. RANCK, District Judge

CERTIFICATE OF SERVICE
This is to certify that a copy of the foregoing was duly served by pre-paid mail upon all counsel of record at their last known address this 1st day of December 19 88.
By Cathy Caton, Deputy
cc: Steven Macken

470

223021

RECORDED Dec. 19 19 88 10:00 AM
IN BOOK 54 Misc. PAGE 470
FEES 6.00 Mary L. Lanham COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

MODIFICATION AGREEMENT

Loan Number: 001-1413491

ROCKY MOUNTAIN FEDERAL SAVINGS & LOAN ASSOC.
2020 CAREY AVENUE, P.O. BOX 1167
CHEYENNE, WYOMING 82003

In reference to the loan evidenced by promissory note for $ 256,000.00 dated Sept. 14, 1984, executed by Gary L. Bingham and Billie Jo Bingham husband and wife,

, the present principal balance of $ 245,105.42 and upon which interest is paid to 11/10/88. Said note, subject to the installment maturities therein, if any, is payable in full on Sept. 1, 1989. The mortgage securing said note was recorded on Sept. 14, 1984, in Book 42 on page(s) 440, in Sublette County, Wyoming, records. The legal description is as follows:

Lots 5, 6, 7 and 8, Block 20 Hennick First Addition to The Town of Pinedale, Sublette County, Wyoming

Request is hereby made that you modify the terms of said note and that you accept payment thereof at the time, or times, and in the manner following:

1. Interest rate will be changed from 11.50% to 7.00% beginning 11/1/88 for a period of six months. On or before May 1, 1989 the interest rate will be re-negotiated.

2. Payments will change from principle and interest of $2,476.41 to $1,625.37, which is interest only. New payment of $1,625.37 will begin with the January 1, 1989 payment and will continue until May 1, 1989.

All other terms and conditions remain the same as set forth on the original loan documents.

In consideration of such modification and your acceptance hereof, and your forebearance to enforce payment except as hereinabove provided, the indebtedness evidenced by said note is hereby acknowledged and admitted, and the undersigned, jointly, severally, and unconditionally, promise and agree to pay the same with the interest thereon at the time and in the manner above provided, together with attorney's fees, costs of collections, and any other sums secured by the encumbrance.

This agreement is an extension only, and not a novation; and except as herein provided, all of the terms and conditions of said note and said encumbrance shall remain in full force and effect.

Dated at Pinedale, Wyoming, this 13th day of Dec., 1988.

Gary L. Bingham
Gary L. Bingham BORROWER

Billie Jo Bingham
Billie Jo Bingham BORROWER

BORROWER

BORROWER

The foregoing agreement is accepted this 16th day of December, 1988.

ATTEST: Suzanne Skinner
Suzanne Skinner, Asst. Secretary

ROCKY MOUNTAIN FEDERAL SAVINGS & LOAN

[redacted] [redacted]

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 13 day of December, 1988, by Gary L. Bingham and Bille Jo Bingham, husband and wife,.

WITNESS My hand and official seal.

RUTH L. NEELY NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Ruth L. Neely
Notary Public

My Commission Expires: October 4, 1991

STATE OF WYOMING)
)ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 16th day of December, 1988, by John T. Balser, Vice President of Rocky Mountain Federal Savings and Loan Association.

WITNESS My hand and official seal.

MARY J. HUBBARD NOTARY PUBLIC LARAMIE COUNTY, WYOMING

Mary J. Hubbard
Notary Public

MY COMMISSION EXPIRES NOVEMBER 18, 1989

My Commission Expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____.

WITNESS My hand and official seal.

_____
Notary Public

My Commission Expires: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____.

WITNESS My hand and official seal.

_____
Notary Public

My Commission Expires: _____

HIGHWAY EASEMENT DEED

THIS DEED, made this 25TH day of OCTOBER, 19 88, 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 hereinafter referred to as the Grantee:

WITNESSETH:

WHEREAS, the Grantee has filed application under the provisions of the Act of Congress of August 27, 1958, as amended (23 U.S.C. Section 317), for the right-of-way of a highway over certain Federal land under the jurisdiction of the Department of the Interior - Bureau of Land Management in the State of Wyoming, which land has been appropriated by the Department, and

WHEREAS, the Federal Highway Administrator, pursuant to delegation of authority from the Secretary of Transportation, has determined that an easement over the land covered by the application is reasonably necessary for a right-of-way for a mineral materials site for use on secondary route 1801, Big Piney Cut-off road.

and,

WHEREAS, the Department of the Interior, acting by and through the Bureau of Land Management, in its consent to the appropriation of the Federal land, 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 Secretary, Part 21, non discrimination in federally-assisted programs of the Department of Transportation (49 CFR 21.2 - 21.23) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby grant to the Grantee an easement for a right-of-way for the construction, 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 Federal land within the United States in the County of Sublette State of Wyoming 6th Principal Meridian

Township	Range	Section	Subdivision
30N	110W	17	SE 1/4 SE 1/4 NE 1/4, N 1/2 NE 1/4 NE 1/4 SE 1/4 60'x2700' haul road along east edge of SE 1/4

223045

RECORDED December 20 1988 10:10A M
IN BOOK 54 Misc. PAGE 472
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Joan Riley

as shown on the following plats:

Drawing No. W-109386 Dated May 16, 1988 Number of Sheets 1 Marked Exhibit "A" attached hereto and made parts 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 claims;
(2) 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, and the Archaeological Resources Protection Act of 1979 (93 Stat. 721, 16 U.S.C. 470aa-470LL);

[redacted] [redacted] [redacted]

[redacted]e easement herein granted [redacted] terminate 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 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 purpose of construction, operation, and maintenance of a highway in accordance with the approved plans described in the following condition numbered (5) and does not include the grant of any rights for non-highway purposes or facilities: Provided, that the right of the Bureau of Land Management 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 of 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 Federal Highway Administration shall be consulted prior to the exercise of such rights: and Provided, further that nothing herein shall preclude the Bureau of Land Management from locating Department of the Interior information signs on the portions of the right-of-way outside of construction clearing limits;

(5) The design and construction of highway projects situated on this right-of-way will be in accord with the provisions of Title 23, U.S.C. Highways, and amendments; the provisions of the Federal-Aid Highway Program Manual issued by the Federal Highway Administration; the construction specifications of the State Highway Department as approved by the Federal Highway Administration for use on federal-aid projects; [redacted]

(6) Consistent with highway safety standards, the Grantee shall: (a) Protect and preserve soil and vegetative cover and scenic and aesthetic 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, as specified in No. (5) above, all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. 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;

(8) The Grantee shall maintain the right-of-way and highway facilities to acceptable standards of repair, orderliness, neatness, sanitation, and safety;

(9) The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Department after consultation with the Bureau of Land Management. Application for such approval must be in writing and specify the time, methods, chemicals, and the exact portion of the right-of-way to be chemically treated;

(10) When need for the easement herein granted shall no longer exist and the area has been reasonably rehabilitated to protect the public and environment, the Grantee shall give notice of that fact to the Secretary of Transportation and the rights herein granted shall terminate and land shall immediately revert to the full control of the Secretary of the Department of the Interior or his assigns.

The Grantee, in consideration of the conveyance of said land, does hereby covenant and agree as a covenant running with the land for itself, its 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 land hereby conveyed, (b) that the Grantee shall use said land 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, in effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have the right to re-enter said land and facilities on said land, and the above-described land and facilities shall thereupon 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.

IN WITNESS WHEREOF, I, RICHARD O. JONES Regional Counsel, pursuant to delegations of authority from the Secretary of Transportation, the Federal Highway Administrator and Chief Counsel, 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

In Presence of:

Susan V. Martin

John M Rupp

BY Richard O. Jones
Regional Counsel

STATE OF Colorado)

COUNTY OF Jefferson)

I, Kelly R. Penny, a Notary Public in and for the State of Colorado, do hereby certify that on this the 26th day October, 1988, before me personally appeared Richard O. Jones, Regional Counsel, Federal Highway Administration, and acknowledged that the foregoing instrument bearing date of October 25, 19 88, was executed by him/her in his/her official capacity and by authority in her/him vested by law, for the purposes and intents in said instrument described and set forth, and acknowledged the same to be her/his free act and deed as Regional Counsel, Federal Highway Administration.

Witness my hand and seal this 26th day of October, 19 88.

Kelly R. Penny
NOTARY PUBLIC

KELLY R. PENNY NOTARY PUBLIC (SEAL) STATE OF CO

Commission Expires August 29, 1992

In compliance with the conditions set forth in the foregoing deed, the State 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
For Superintendent and Chief Engineer
Wyoming Highway Department

STATE OF Wyoming)

COUNTY OF Laramie)

I, Cynthia A. Taylor, a Notary Public in and for said County and State, hereby certify that D. G. Diller, whose name as Assistant Chief Engineer, Engineering, 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/she in his/her capacity as such Assistant Chief Engineer, Engineering executed the same voluntarily on this day.

Given under my hand and seal of office this 20th day of October, 19 88.

CYNTHIA A. TAYLOR - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires June 16, 1990

Cynthia A. Taylor
NOTARY PUBLIC

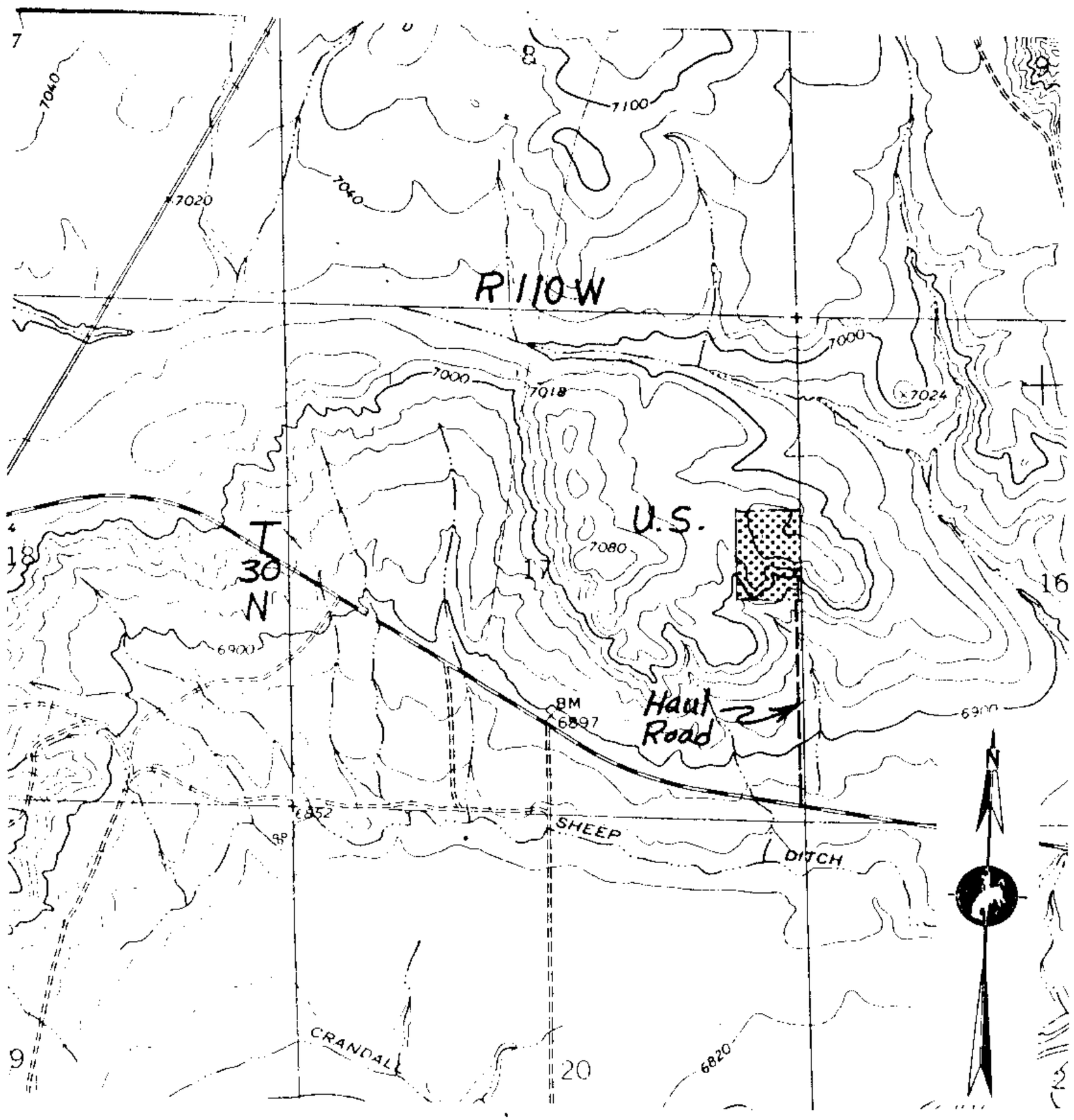
(SEAL)

My Commission Expires June 16, 1990.

WYOMING STATE HIGHWAY DEPARTMENT

Proj. No. .....

.....



Scale: 1" = 2000'

SECTION 17

TOWNSHIP 30 NORTH

RANGE 110 WEST

CERTIFICATE OF STATE HIGHWAY ENGINEER

I, Leno Menghini, of Cheyenne, Wyoming, hereby certify that this map was made from notes taken during an actual survey made by John Cometto in 19 85, for which work I stand personally responsible and that such survey is accurately represented on this map and by the accompanying field notes.

Cheyenne, Wyoming — May 16, 1988

Leno Menghini
Superintendent, Wyoming License No. 403 P.E.

NOTE:—Right of Way through Federal lands to be as shown on this map.

EXHIBIT "A"

Serial Number W-109386

MAP

Accompanying application for Right of Way for a highway, as provided in Federal-Aid Highway act of August 27, 1958, (72 Sta. 885), Title 23, United States Code, Section 317.

Sublette County SHEET 1 OF 1 SHEETS

FORM R/W-36

475

NORTHWEST PIPELINE CORPORATION

NWP RIGHT OF WAY AND EASEMENT

FORM NWP 1960-9 81

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, herinafter 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 including a buried electrical cable for cathodic equipment, 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 50 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
SW1/4	23	28 North	113 West	6th

223085

RECORDED Dec. 20 1988 4:30 PM
IN BOOK 54 Misc. PAGE 476
FEES $6.00 Mary E. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Joan Riley

WITNESS THE EXECUTION HEREOF THE 26th DAY OF October 1988 A.D.

by

MIDWAY RANCHES
Limited Partnership
By: Susan Hoffman
Title: Partners

Witness to Signature (s)

REGISTER NO. 2473

Project Name: Enron-North Chimney Butte #1-23

W/O 24338 Dwg. No topo

R/W [redacted] [redacted]

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Walter C. Yose, Jr. _____, Susan Hoffman _____ of Midway Ranches _____, this 26th day of October _____, 1988.

Witness my hand and official seal.

My Commission expires:

21 May 1989

DONNA L. MASTERSON
Notary Public - State of Wyoming
Sublette County, Wyoming
Commission Expires 21 May 1989

Donna L. Masterson
Notary Public in and for Sublette County, State of Wyoming

NORTHWEST PIPELINE CORPORATION

NWP RIGHT OF WAY AND EASEMENT

FORM NWP [illegible]

STATE OF WYOMING

COUNTY OF SUBLETTE

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 including a buried electrical cable for cathodic equipment, 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 50 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
NW1/4NW1/4	11	29 North	113 West	6th

223086

RECORDED Dec. 20 1988 4:30 P M
IN BOOK 54 Misc. PAGE 478
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

WITNESS THE EXECUTION HEREOF THE 10 DAY OF October 1988 A D

by

Miller Lands & Livestock

By: Robert M Miller
Title: Pres.

Witness to Signature (s)

REGISTER NO. 2424

Project Name: Enron-Middle Piney #4-11

W O 24335 Dwg. No. topo

R W 0[redacted] Grant No. G-1

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Robert M. Miller, President of Miller Land & Livestock, this 10th day of November, 1988.

Witness my hand and official seal.

My Commission expires:

March 1, 1992

Brian A. Sawyer
Notary Public in and for Sublette County, State of Wyoming

Brian A. Sawyer
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires
3-1-1992

223103

RECORDED Dec. 23 1988 2:45 PM
IN BOOK 54 Misc. PAGE 480
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

AGREEMENT

WHEREAS, FOOTHILLS DEVELOPMENT CO., INC. is one of the developers of Forty Rod Ranches, a subdivision located in Sublette County, Wyoming; and,

WHEREAS, ANAM, INC. is in the process of purchasing Lot One (1) of said subdivision; and,

WHEREAS, the plat of record of said subdivision indicates an extension of a road named Snowmobile Lane across the south sixty feet (60') of the portion of said lot located easterly of U.S. Highway 187-189; and,

WHEREAS, said road has never been constructed; and,

WHEREAS, FOOTHILLS DEVELOPMENT CO., INC. is exploring the possibility of amending the plat of Forty Rod Ranches so as to terminate Snowmobile Lane at the east boundary of said Lot One (1) and therefore not connect through Lot One (1) to U.S. Highway 187-189 and to provide for a new road to be constructed south from Snowmobile Lane along the west sixty feet (60') of Lots Seven (7) and Eight (8), now the West Four Subdivision, to Sublette County Road 23-149; and,

WHEREAS, ANAM, INC. is agreeable to said plat amendment provided no cost shall be incurred by ANAM, INC. due to said amendment;

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN THE PARTIES DO HEREBY CONTRACT AND AGREE AS FOLLOWS:

1. That as a condition of the purchase of Lot One (1) of Forty Rod Ranches, a subdivision, Sublette County, Wyoming, ANAM, INC. hereby consents to the amendment of the subdivision plat of the Forty Rod Ranches to allow a change in the location of Snowmobile Lane. Said agreed upon change allowing Snowmobile Lane to terminate at the east boundary of Lot One (1) and therefore not connect through Lot One (1) to U.S. Highway 187-189. A new road is to be constructed south from Snowmobile Lane along the west sixty feet (60') of Lots Seven (7) and Eight (8), now the West Four Subdivision, to Sublette County Road 23-149.

2. That said consent is conditioned on said amendment resulting in no cost or expense to ANAM, INC.

3. The consent to the amendment of Forty Rod Ranches Subdivision plat is for the benefit of FOOTHILLS DEVELOPMENT CO., INC. Said consent shall be a burden on Lots Seven (7) and Eight (8), shall run with said real property and shall bind all subsequent owners.

4. FOOTHILLS DEVELOPMENT CO., INC. hereby covenants that no cost or expense will accrue to ANAM, INC. as a result of this amendment.

DATED this 21 day of ~~December~~ November, 1988.

ATTEST:

SEAL

Secretary

FOOTHILLS DEVELOPMENT CO., INC.,
a Wyoming corporation:

BY: John McFarland

ITS: Pres.

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Agreement** was acknowledged before me by FOOTHILLS DEVELOPMENT CO., INC., a Wyoming corporation, by JOHN M. SULENTA, its President and attested to and sealed by its Secretary this 14th day of December, 1988.

WITNESS my hand and official seal.

Susan J. Rodgers
County of Sublette
My Commission expires
Notary Public
State of Wyoming
Dec. 12, 1990

My Commission Expires: 12/12/90

Susan J. Rodgers
NOTARY PUBLIC

DATED this 21st day of November, 1988.

ATTEST:

SEAL

Secretary

ANAM, INC., an Arizona corporation:

BY:

ITS: President

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing **Agreement** was acknowledged before me by ANAM, INC., an Arizona corporation, by Joachim Sachisen, its President and attested to and sealed by its Secretary this 22nd day of November, 1988.

WITNESS my hand and official seal.

M. Wayne Nicholson
NOTARY PUBLIC

My Commission Expires:
4/20/90

223131

RECORDED Dec. 27 1988 3:45 PM
IN BOOK 54 Misc PAGE 482
FEES $16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

JESSE GAULT, d/b/a JESSE GAULT CONSTRUCTION,

Plaintiff,

v.

ENERGETICS OPERATING COMPANY, et al.,

Defendants.

Civil Action Nos. 3432, 3661, 3731

ORDER ENFORCING SETTLEMENT AGREEMENT AND TRANSFERRING OIL AND GAS LEASE INTERESTS

THIS MATTER, having come before the Court on Plaintiff's Motion to Enforce Settlement Agreement, and the Court having considered the file in this matter and having otherwise been fully informed and advised, finds as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The Oral Settlement Agreement reached on or about February 12, 1988, by and between the counsel for Gault; LaBarge; Agape Energy, Inc.; MM&S Partners; DPM, Inc.; Rocky Mountain Oil Finders, Inc., successor to Lone Hill Development Company; Mary K. Poole; Robert L. Mehl; Patrick Maher; Carl N. Rennert and Jordan R. Smith (referred to herein as the "Settling Defendants") is valid and binding on each of the respective parties thereto. The specific terms of such Settlement Agreement are set forth in Exhibit A attached hereto.

2. Pursuant to such Settlement Agreement, the Court hereby effects the provisions of the agreement and sets over to LaBarge Minerals, Inc., as successor in interest to Jesse Gault d/b/a Jesse Gault Construction, effective February 1, 1988, all of the right, title and interest of Agape Energy, Inc.; MM&S Partners; DPM, Inc.; Rocky Mountain Oil Finders, Inc., successor to Lone Hill Development Company; Mary K. Poole; Robert L. Mehl; Patrick Maher; Carl N. Rennert and Jordan R. Smith in the Subject Properties (as defined under the

FILED

DEC 19 1988

[redacted]

Settlement Agreement) including, without limitation, the following described lands, leases, wells and equipment located thereon:

Lease No.	Description	County	Well
USA W-42781	27 North, 111 West Section 9: NW/4	Sublette	Federal 10-9
USA W-47883	28 North, 111 West Section 32: SE/4	Sublette	Esposito 40-32
USA W-47883	28 North, 111 West Section 29: SE/4	Sublette	Esposito 40-29
USA W-53094	27 North, 111 West Section 33: SE/4	Sublette	Federal 40-33
USA W-38503	26 North, 111 West Section 8: se/4	Lincoln	Haun 40-8

3. This Order is to be filed with the Bureau of Land Management to effect a transfer of the various interests owned by the Settling Defendants in the federal oil and gas leases which are the subject of the Settlement Agreement.

4. Plaintiff's claims against Agape Energy, Inc.; MM&S Partners; DPM, Inc.; Rocky Mountain Oil Finders, Inc., successor to Lone Hill Development Company; Mary K. Poole; Robert L. Mehl; Patrick Maher; Carl N. Rennert and Jordan R. Smith are hereby dismissed with prejudice with each party to bear its own costs.

DONE IN OPEN COURT this 19 of December, 1988.

District Court Judge

Approved as to Form:

William Twichell

William N. Heiss

THE STATE OF WYOMING

COUNTY OF SUBLETTE

I, DIANE E. NEAL-SMITH, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND IN THE STATE AFORESAID, DO HEREBY CERTIFY THE FOREGOING TO BE FULL, TRUE AND COMPLETE COPY.

SIGNED Cathy Cotton Deputy

SETTLEMENT AGREEMENT

This Agreement is made this _____ day of February, 1988, by and between JESSE GAULT d/b/a JESSE GAULT CONSTRUCTION ("Gault"); LABARGE MINERALS, INC. ("LaBarge") as successor in interest to Gault; AGAPE ENERGY, INC.; MM&S PARTNERS; DPM, INC.; ROCKY MOUNTAIN OIL FINDERS, INC. successor to Lone Hill Development Company; MARY K. POOLE; ROBERT L. MEHL; PATRICK MAHER; CARL N. RENNERT and JORDAN R. SMITH (referred to herein as the "Defendants").

RECITALS

A. In April 1984, pursuant to Wyoming Statutes, Gault filed certain materialman's and mechanic's liens covering oil and gas wells located in Lincoln, Sublette and Sweetwater counties, Wyoming. In October of 1984, Gault filed actions to foreclose his lien and to recover payment for the work performed by him for Energetics, Inc. and Energetics Operating Company on the wells subject to the lien, which civil actions are denoted as Sublette County Civil Action Nos. 3432, 3661 and 3731. The Defendants owned interests in some of the wells covered by Gault's lien and are defendants in the actions filed by Gault. The Defendants have filed answers in the civil actions contesting the liens asserted by Gault and other claims of Gault.

B. Subsequent to the filing of the lien and civil actions, Gault assigned his rights under the lien and the the civil actions to LaBarge.

C. The parties now desire to resolve their various controversies pursuant to the terms of this Agreement. This Agreement is made as a compromise in settlement between the parties for the complete and final settlement of the claims made or that could have been made in the cases referred to and with respect to the dispute described below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration the parties agree as follows:

1. The Defendants will assign and convey to LaBarge all of their right, title and interest in the following:

a. The oil, gas and minerals, leasehold, royalty and overriding royalty interest described in Exhibit A, which is attached hereto and incorporated by reference, subject to the unitization agreements, pooling agreements, declarations of pooling or unitization, gas sales contracts, gas processing contracts, liens and other instruments of record as of the date of this Agreement.

b. All operating and unitization and pooling agreements, declarations, designations and other instruments, and the properties covered and the units created thereby, which relate to Subject Properties, and all rights and benefits thereunder or derived therefrom.

c. The oil, gas and minerals and oil and gas royalty interests in the lands described or referred to in Exhibit A or to which the interest in Exhibit A relate (all of which interest is collectively referred to as the "Subject Properties").

d. All personal property, fixtures, equipment and improvements, located on or related to the Subject Properties used, useful or held for future use in connection with the exploration or development or operation thereof or in connection with the production or handling or treating or storing or transportation of petroleum or minerals produced therefrom or attributable thereto.

2. All other property, leases, contracts, agreements, interests and rights, incident, related or appurtenant to any of the lands or leaseholds or properties or interests described or referred to in Exhibit A, and all privileges, licenses, license agreements, permits, easements and rights of way, of every kind and nature pertaining to or used or useful in connection with or incident to the Subject Properties, in whole or part, and any and all renewals and extensions of any of them.

3. LaBarge shall be entitled to any amount realized from and accruing to the Subject Properties subsequent to the closing. Defendants shall be entitled to all the amounts realized from and accruing to the Subject Properties prior to the closing.

4. Defendants shall deliver to LaBarge executed instruments of conveyance of the subject properties in form acceptable to both parties and any other appropriate instrument in support thereof. Said instruments of conveyance shall warrant the title of the Defendants against the claims of all persons claiming by, through, or under Defendants, but not otherwise, and shall provide for full subrogation of LaBarge to the rights of Defendants under all warranties of title previously made by others.

5. All taxes for 1988 levied against the subject properties shall be prorated between the Defendants and LaBarge as of the closing date.

7. Defendants agree that after closing each will, from time to time and upon reasonable request of LaBarge, execute, acknowledge and deliver in proper form, any instrument of

conveyance, assignment, transfer or other instruments, including but not limited to, transfer and division orders, necessary or desirable for perfecting in LaBarge, its successors and assigns, title to the Subject Properties.

8. Upon execution of this Agreement Gault and Labarge will execute a release of their lien as to the interest of each Defendant in all lands covered by the lien as filed, irrespective of whether a particular Defendant had an interest in any of the Subject Properties.

9. Each of the parties hereto agree to execute the appropriate documents to dismiss all of their respective claims against each other in Civil Actions Nos. 3432, 3661, 3731, and all other pending actions in Sublette County, Wyoming in which any party hereto asserts a claim against any other party hereto.

10. A closing shall be held within sixty (60) days of execution of this Agreement whereby the interests referred to herein shall be transferred, the operations shall be transferred and the appropriate releases delivered. The closing will be held at the offices of John Reynolds, Denver, Colorado, at a mutually agreed time and date. During the period between the execution of this agreement and the closing:

a. Defendants shall furnish to LaBarge all of its title opinions, certificates of title, abstracts of title, title data, records and files relating to the Subject Properties as soon as possible after the execution of this agreement. Defendants shall also furnish or make available to LaBarge for examination all contracts, leases, declarations and other instruments concerning or affecting the Subject Properties.

b. Notwithstanding anything to the contrary in this contract, in the event that (i) in the opinion of LaBarge's counsel the titles to the Subject Properties are not satisfactory or (ii) LaBarge' counsel takes exception to contracts, claims or litigation materially affecting the Subject Properties, LaBarge may, at its option, elect not to receive a conveyance as to any or all of the Subject Properties. In the event of such election by LaBarge, the terms of this Agreement shall otherwise remain in force and LaBarge shall have no rights to any other properties of the Defendants.

11. Each party hereto agrees to bear its or own attorneys' fees and costs in connection with these proceedings or in any way connected with any dispute resolved hereby.

12. This Agreement shall be binding on and inure to the benefit the parties hereto and their respective legal representatives, successors and assigns.

13. The terms of this Agreement are not intended to and will not merge into the conveyances and assignments from the Defendants to LaBarge and in fact the terms of this Agreement are intended to and will continue past closing.

14. This document constitutes the entire agreement of the parties and cannot be modified except in writing signed by all parties. This Agreement may be signed in counterparts and shall be binding upon all signatory parties hereto.

15. It is agreed that if any of the parties hereto challenge the effectiveness of this Agreement or if any party has to enforce the terms of this Agreement against any other party, the prevailing party in any lawsuit arising therefrom will pay all costs, fees and expenses, including attorneys' fees, incurred in enforcing or upholding the validity of this Agreement.

16. Gault and LaBarge represent that they have been represented by counsel in connection with this Agreement and further acknowledge that they have not relied on any representations of Defendants in agreeing to enter into this Agreement, except to the extent provided herein.

IN WITNESS WHEREOF the parties have executed this Agreement this _____ day of February, 1988.

JESSE GAULT D/B/A JESSE GAULT CONSTRUCTION

_____

LABARGE MINERALS, INC.

By: _____

Title: _____

"EXHIBIT A"

to that Settlement Agreement dated February _____, 1988 between Jesse Gault d/b/a/ Jesse Gault Construction, LaBarge Minerals, Inc. and Agape Energy, Inc., et al.

The smaller of the spacing unit as established by the Wyoming Oil and Gas Conservation Commission or the 160-acre government quarter section on which each of the following wells are located:

Well	Description	County
Federal 40-33	SE33-27N-111W	Sublette
Federal 10-9	NW9-27N-111W	Sublette
Esposito 40-32	SE32-28N-111W	Sublette
Esposito 40-29	SE29-28N-111W	Sublette
Haun 40-8	SE8-26N-111W	Lincoln

223132

RECORDED Dec. 27 1988 3:45 PM
IN BOOK 54 Misc. PAGE 489
FEES $ 16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

JESSE GAULT, d/b/a JESSE GAULT CONSTRUCTION,

Plaintiff,

v.

ENERGETICS OPERATING COMPANY, et al.,

Defendants.

Civil Action Nos. 3432, 3661, 3731

ORDER ENFORCING SETTLEMENT AGREEMENTS AND TRANSFERRING OIL AND GAS LEASE INTERESTS

THIS MATTER, having come before the Court on Plaintiff's Motion to Enforce Settlement Agreement, and the Court having reviewed the file in this matter, and good cause having been shown

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The Settlement Agreement dated February 22, 1988, by and between Jesse Gault d/b/a Jesse Gault Construction ("Gault"); LaBarge Minerals, Inc. ("LaBarge"), as successor in interest to Gault; and North American Resources Company is valid and binding on each of the respective parties thereto. The specific terms of such Settlement Agreement are set forth in Exhibit A attached hereto.

2. Pursuant to such Settlement Agreement, the Court hereby effects the provisions of the agreement and sets over to LaBarge Minerals, Inc., as successor in interest to Jesse Gault d/b/a Jesse Gault Construction, effective February 1, 1988, all of the right, title and interest of Guaranty Energy Group 1978, Guaranty Energy Group 1979, Guaranty Energy Group 1979X, General Hydrocarbons 1980 Oil & Gas Program; General Hydrocarbons 1982 Oil & Gas Limited Partnership, General Hydrocarbons 1982X Oil & Gas Limited Partnership; Dakel Company; Guaranty Energy Group 1981 Limited Partnership; and General Hydrocarbons, Inc. (collectively referred to as "Settling Defendants") in the Subject Properties (as defined under the Settlement Agreement)

THE STATE OF WYOMING
COUNTY OF SUBLETTE
I, DIANE E. NEAL SMITH, CLERK OF THE NINTH JUDICIAL DISTRICT COURT, WITHIN AND FOR SAID COUNTY AND IN THE STATE AFORESAID, DO HEREBY CERTIFY THE FOREGOING TO BE FULL, TRUE AND CORRECT COPY.
SIGNED Catherine Hinton, Deputy

FILED
DEC 19 1988
DIANE E. NEAL SMITH
CLERK OF DISTRICT COURT
PINEDALE, WYO.

489

including, without limitation, the following described lands, leases, wells, and equipment located thereon:

Lease No.	Description	County	Well
USA W-54466	28 North, 111 West Section 20: NW/4	Sublette	Veal Fed. 10-20
USA W-53094	27 North, 111 West Section 33: SE/4	Sublette	Federal 40-33
USA W-57837	26 North, 111 West Section 9: NW/4	Lincoln	Haun 10-9
USA W-38503	26 North, 111 West Section 5: SE/4	Lincoln	Haun 40-5
USA W-64986	27 North, 112 West Section 14: NE/4	Sublette	Federal 20-14
USA W-38071	28 North, 111 West Section 21: SW/4	Sublette	Chorney 30-21

3. This Order is to be filed with the Bureau of Land Management to effect a transfer of the various interests owned by the settling defendants in the federal oil and gas leases insofar as they are described in the Settlement Agreement.

4. Plaintiff's claims against NARCO, Guaranty Energy Group 1978, Guaranty Energy Group 1979, Guaranty Energy Group 1979X, General Hydrocarbons 1980 Oil & Gas Program; General Hydrocarbons 1982 Oil & Gas Limited Partnership, General Hydrocarbons 1982X Oil & Gas Limited Partnership; Dakel Company; Guaranty Energy Group 1981 Limited Partnership; and General Hydrocarbons, Inc. are hereby dismissed with prejudice with each party to bear its own costs.

DONE IN OPEN COURT this 19 of December, 1988.

District Court Judge

Approved as to Form:

B. J. Baker

William N. Heiss

Exhibit "A"

SETTLEMENT AGREEMENT

This Agreement is made this 22 day of February, 1988, by and between JESSE GAULT d/b/a JESSE GAULT CONSTRUCTION ("Gault"); LABARGE MINERALS, INC. ("LaBarge") as successor and interest to Gault; and NORTH AMERICAN RESOURCES COMPANY ("NARCO").

RECITALS

A. In April 1984, pursuant to Wyoming Statutes, Gault filed certain materialman's and mechanic's liens covering oil and gas wells located in Lincoln, Sublette and Sweetwater counties, Wyoming. In October of 1984, Gault filed actions to foreclose his lien and to recover payment for the work performed by him on the wells subject to the lien.

B. Gault has assigned his lien claims and choses in the described actions to LaBarge Minerals, Inc.

C. NARCO has acquired interests in wells covered by Gault's lien from GUARANTY ENERGY GROUP 1978, GUARANTY ENERGY GROUP 1979, GUARANTY ENERGY GROUP 1979X, GENERAL HYDROCARBONS 1980 OIL & GAS PROGRAM; GENERAL HYDROCARBONS 1982 OIL & GAS LIMITED PARTNERSHIP, GENERAL HYDROCARBONS 1982X OIL & GAS LIMITED PARTNERSHIP; DAKEL COMPANY; GUARANTY ENERGY GROUP 1981 LIMITED PARTNERSHIP; and GENERAL HYDROCARBONS, INC. (collectively referred to as "Defendant Partnerships"). The Defendant Partnerships are included as defendants in Gault's lien foreclosure actions.

D. The parties now desire to resolve their various controversies pursuant to the terms of this Agreement. This Agreement is made as a compromise in settlement between the parties for the complete and final settlement of the claims made or that could have been made in the cases referred to and with respect to the subject matter of such cases.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration the parties agree as follows:

1. NARCO will assign and convey to LaBarge all of the right, title and interest acquired by NARCO from the Defendant Partnerships in the following ("Subject Properties"):

a. The oil, gas and minerals, leasehold, royalty and overriding royalty interest described in Exhibit A, which is

attached hereto and incorporated by reference, subject to the unitization agreements, pooling agreements, declarations of pooling or unitization, gas sales contracts, gas processing contracts, and other instruments covering the interest referred to in Exhibit A as of the date of this Agreement (all of which are collectively referred to as "Existing Contracts");

b. All right, title and interest of NARCO in all operating and unitization and pooling agreements, declarations, designations and other instruments, and the properties covered and the units created thereby, which relate to Subject Properties, and all rights and benefits thereunder or derived therefrom.

c. All personal property, fixtures, equipment and improvements, located on or related to the Subject Properties used, useful or held for future use in connection with the exploration or development or operation thereof or in connection with the production or handling or treating or storing or transportation or petroleum or minerals produced therefrom or attributable thereto.

d. All other property, leases, contracts, agreements, interests and rights, incident, related or appurtenant to any of the lands or leaseholds or properties or interests described or referred to in Exhibit A, and all privileges, licenses, license agreements, permits, easements and rights of way, of every kind and nature pertaining to or used or useful in connection with or incident to the Subject Properties, in whole or part, and any and all renewals and extensions of any of them.

2. The effective date of this conveyance and assignment shall be February 1, 1988. LaBarge shall be entitled to any amount realized from and accruing to the Subject Properties subsequent to the Effective Date. Defendant properties shall be entitled to all the amounts realized from and accruing to the Subject Properties prior to the Effective Date.

3. NARCO shall deliver to LaBarge executed instruments of conveyance of the Subject Properties in a form acceptable to both parties and any appropriate instrument in support thereof. NARCO has obtained its interests which are being conveyed to LaBarge from the parties described in C of the Recitals. NARCO has not created any liens or encumbrances on the interests it received from said parties since the properties were conveyed to NARCO. Nor will NARCO create any liens or encumbrances on the Subject Properties prior to execution of conveyances from NARCO to LaBarge.

4. All taxes for 1988 levied against the subject properties shall be prorated between the NARCO and LaBarge as of the Effective Date.

5. NARCO agrees that it will after the Effective Date, from time to time and upon reasonable request of LaBarge, execute, acknowledge and deliver in proper form, any instrument of conveyance, assignment, transfer or other instruments, including but not limited to, transfer and division orders, necessary or desirable for perfecting in LaBarge, its successors and assigns, title to the subject properties.

6. Upon execution of this Agreement Gault will execute a release of his lien as to the interest of NARCO in all lands covered by the lien as filed.

7. Gault and LaBarge hereby release and forever discharge NARCO and, to the extent of the interest acquired from Defendant Partnerships, the Defendant Partnerships and all of their respective assignees, employees, officers and agents from any and all actions, causes of action, claims, demands, damages and costs of any kind on account of or in any way arising out of the claims which are the subject of Civil Action Nos. 3432, 3731 and 3661, in the District Court for Sublette County, Wyoming.

8. Each party hereto agrees to bear its or own attorneys' fees and costs in connection with these proceedings or in any way connected with any dispute resolved hereby.

9. This Agreement shall be binding on and inure to the benefit the parties hereto and their respective legal representatives, successors and assigns.

10. The terms of this Agreement are not intended to and will not merge into the conveyances and assignments from the NARCO to LaBarge and in fact the terms of this Agreement are intended to and will continue past closing.

11. This document constitutes the entire agreement of the parties and cannot be modified except in writing signed by all parties. This Agreement may be signed in counterparts and shall be binding upon all signatory parties hereto.

12. It is agreed that if either or any of the parties hereto challenge the effectiveness of this Agreement or if any

party has to enforce the terms of this Agreement against the other party, the prevailing party in any lawsuit arising therefrom will pay all costs, fees and expenses, including attorneys' fees, incurred in enforcing or upholding the validity of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement this 22 day of February, 1988.

JESSE GAULT D/B/A JESSE GAULT CONSTRUCTION

Jesse Gault

LABARGE MINERALS, INC.

By: Donald Hayes

Title: President

NORTH AMERICAN RESOURCES COMPANY

By: R P Madison

Title: President

Darlene James

Notary

My Commission Expires:

June 7, 1

"EXHIBIT A"

to that Settlement Agreement dated February 22, 1988 between Jesse Gault d/b/a/ Jesse Gault Construction, LaBarge Minerals, Inc. and North American Resources Company.

The smaller of: the spacing unit as established by the Wyoming Oil and Gas Conservation Commission or the 160-acre government quarter section on which each of the following wells are located:

Well	Description	County
Veal 10-20	NW20-28N-111W	Sublette
Federal 40-33	SE33-27N-111W	Sublette
Haun 10-9	NW9-26N-111W	Lincoln
Haun 40-5	SE5-26N-111W	Lincoln
Federal 20-14	NE14-27N-112W	Sublette
Chorney 30-21	SW21-28N-111W	Sublette

223133

RECORDED Dec. 27 19 88 3:45 M
IN BOOK 54 Misc PAGE 496
FEES $ 16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Kelly

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

JESSE GAULT, d/b/a JESSE GAULT CONSTRUCTION,

Plaintiff,

v.

ENERGETICS OPERATING COMPANY, et al.,

Defendants.

Civil Action Nos. 3432, 3661, 3731

ORDER ENFORCING SETTLEMENT AGREEMENT
AND TRANSFERRING OIL AND GAS LEASE INTERESTS

THIS MATTER, having come before the Court on Plaintiff's Motion to Enforce Settlement Agreement, and the Court having considered the file in this matter and having otherwise been fully informed and advised, finds as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The Settlement Agreement dated February 29, 1988 by and between Gault; LaBarge; Guaranty Capital Investors, Ltd., aka Guaranty Capital Investors, as successor to Guaranty Energy Group 1978, Guaranty Energy Group 1979, Guaranty Energy Group 1979X, General Hydrocarbons 1980 Oil & Gas Program; GCIL III Limited Partnership as successor to General Hydrocarbons 1982 Oil & Gas Limited Partnership, General Hydrocarbons 1982X Oil & Gas Limited Partnership,; Dakel Company; Guaranty Energy Group 1981 Limited Partnership; General Hydrocarbons, Inc. (collectively referred to as "Settling Defendants") is valid and binding on each of the respective parties thereto:

2. Pursuant to such Settlement Agreement, the Court hereby effects the provisions of the agreement and sets over to LaBarge Minerals, Inc., as successor in interest to Jesse Gault d/b/a Jesse Gault Construction, effective February 1, 1988, all of the right, title and interest of the Settling Defendants in the Subject Properties (as defined under the Settlement Agreement) including, without limitation, the following described lands, leases, and wells:

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DEC 19 1988

DIANE E. NEAL-SMITHLING
CLERK OF DISTRICT COURT

Lease No.	Description	County	Well
USA W-54466	28 North, 111 West Section 20: NW/4	Sublette	Veal Fed. 10-20
USA W-53094	27 North, 111 West Section 33: SE/4	Sublette	Federal 40-33
USA W-57837	26 North, 111 West Section 9: NW/4	Lincoln	Haun 10-9
USA W-38503	26 North, 111 West Section 5: SE/4	Lincoln	Haun 40-5
USA W-64986	27 North, 112 West Section 14: NE/4	Sublette	Federal 20-14

3. This Order is to be filed with the Bureau of Land Management to effect a transfer of the various interests owned by the Settling Defendants in the federal oil and gas leases insofar as they are described in the Settlement Agreement.

4. Plaintiff's claims against Guaranty Capital Investors, Ltd., aka Guaranty Capital Investors, as successor to Guaranty Energy Group 1978, Guaranty Energy Group 1979, Guaranty Energy Group 1979X, General Hydrocarbons 1980 Oil & Gas Program; GCIL III Limited Partnership as successor to General Hydrocarbons 1982 Oil & Gas Limited Partnership, General Hydrocarbons 1982X Oil & Gas Limited Partnership,; Dakel Company; Guaranty Energy Group 1981 Limited Partnership; General Hydrocarbons, Inc. are hereby dismissed with prejudice with each party to bear its own costs.

DONE IN OPEN COURT this 17 of December, 1988.

District Court Judge

Approved as to Form:

Neil J. Short

William N. Heiss

THE STATE OF WYOMING

COUNTY OF SUBLETTE

I, DIANE [illegible] SMITHLING, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND IN THE STATE AFORESAID, DO HEREBY CERTIFY THE FOREGOING TO BE FULL, TRUE AND COMPLETE COPY.

SIGNED [illegible] Deputy

Exhibit "A"

SETTLEMENT AGREEMENT

This Agreement is made this 1st day of February, 1988, by and between JESSE GAULT d/b/a JESSE GAULT CONSTRUCTION ("Gault"); LABARGE MINERALS, INC. ("LaBarge") as successor and interest to Gault; GUARANTY CAPITAL INVESTORS, LTD., aka GUARANTY CAPITAL INVESTORS, as successor to GUARANTY ENERGY GROUP 1978, GUARANTY ENERGY GROUP 1979, GUARANTY ENERGY GROUP 1979X, GENERAL HYDROCARBONS 1980 OIL & GAS PROGRAM; GCIL III LIMITED PARTNERSHIP as successor to GENERAL HYDROCARBONS 1982 OIL & GAS LIMITED PARTNERSHIP, GENERAL HYDROCARBONS 1982X OIL & GAS LIMITED PARTNERSHIP; DAKEL COMPANY; GUARANTY ENERGY GROUP 1981 LIMITED PARTNERSHIP; GENERAL HYDROCARBONS, INC. (collectively referred to as "Defendant Partnerships").

RECITALS

A. In April 1984, pursuant to Wyoming Statutes, Gault filed certain materialman's and mechanic's liens covering oil and gas wells located in Lincoln, Sublette and Sweetwater counties, Wyoming. In October of 1984, Gault filed actions to foreclose his lien and to recover payment for the work performed by him on the wells subject to the lien. Defendant Partnerships own interests in some of the wells covered by Gault's lien and are defendants in the actions filed by Gault. The Defendant Partnerships have filed answers in the civil actions contesting the liens and claims asserted by Gault.

B. Subsequent to the filing of the line and civil actions, Gault assigned his rights under the lien and the civil actions to LaBarge.

C. The parties now desire to resolve their various controversies pursuant to the terms of this Agreement. This Agreement is made as a compromise in settlement between the parties for the complete and final settlement of the claims made or that could have been made in the cases referred to and with respect to the dispute described below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration the parties agree as follows:

1. Defendant Partnerships will assign and convey to LaBarge the following:

a. The oil, gas and minerals, leasehold, royalty and overriding royalty interest described in Exhibit A, which is attached hereto and incorporated by reference, subject to the unitization agreements, pooling agreements, declarations of pooling or unitization, gas sales contracts, gas processing contracts liens and other instruments covering the interest referred to in Exhibit A and of record as of the date of this Agreement (all of which are collectively referred to as "Existing Contracts");

b. All right, title and interest of Defendant Partnerships in all operating and unitization and pooling agreements, declarations, designations and other instruments, and the properties covered and the units created thereby, which relate to Subject Properties, and all rights and benefits thereunder or derived therefrom.

c. Without limitation by the foregoing, all right, title and interest of Defendant Partnerships in and to oil, gas and minerals and oil and gas royalty interests in the lands described or referred to in Exhibit A or to which the interest in Exhibit A relate (all of which interest, subject to the Existing Contracts, are collectively referred to as the "Subject Properties").

d. All personal property, fixtures, equipment and improvements, located on or related to the Subject Properties used, useful or held for future use in connection with the exploration or development or operation thereof or in connection with the production or handling or treating or storing or transportation or petroleum or minerals produced therefrom or attributable thereto.

e. All other property, leases, contracts, agreements, interests and rights, incident, related or appurtenant to any of the lands or leaseholds or properties or interests described or referred to in Exhibit A, and all privileges, licenses, license agreements, permits, easements and rights of way, of every kind and nature pertaining to or used or useful in connection with or incident to the Subject Properties, in whole or part, and any and all renewals and extensions of any of them.

2. The effective date of this conveyance and assignment shall be February 1, 1988. LaBarge shall be entitled to any amount realized from and accruing to the Subject Properties subsequent to the Effective Date. Defendant properties shall be entitled to all the amounts realized from and accruing to the Subject Properties prior to the Effective Date. Notwithstanding anything in the foregoing to the contrary, LaBarge shall be entitled to all

proceeds of production attributable to the interests of the Defendant Partnerships which proceeds have been held in suspense by the purchaser of production from the Subject Properties as a result of the filing of Gault's lien.

3. Defendant Partnerships shall deliver to LaBarge executed instruments of conveyance of the subject properties in form acceptable to both parties and any other appropriate instrument in support thereof. Said instruments of conveyance shall warrant the title of Defendant Partnerships against the claims of all persons claiming by, through, or under Defendant Partnerships, but not otherwise, and shall provide for full subrogation of LaBarge to the rights of Defendant Partnerships under all warranties of title previously made by others.

4. All taxes for 1988 levied against the subject properties shall be prorated between the Defendant Partnerships and LaBarge as of the Effective Date.

5. Defendant Partnerships agree that each will after the Effective Date from time to time and upon reasonable request of LaBarge, execute, acknowledge and deliver in proper form, any instrument of conveyance, assignment, transfer or other instruments, including but not limited to, transfer and division orders, necessary or desirable for perfecting in LaBarge, its successors and assigns, title to the subject properties.

6. Upon execution of this Agreement Gault will execute a release of his lien as to the interest of Defendant Partnerships in all lands covered by the lien as filed.

7. Each of the parties hereto agree to execute the appropriate documents to dismiss all of their respective claims against each other in Civil Actions Nos. 3432, 3661, 3731, and all other pending actions in Sublette County, Wyoming in which any party hereto asserts a claim against any other party hereto. The dismissal shall also include all entities named by Gault as defendants with names similar to any of Defendants, which names were, in fact, misnomers of Defendants.

8. Each party hereto agrees to bear its or own attorneys' fees and costs in connection with these proceedings or in any way connected with any dispute resolved hereby.

9. This Agreement shall be binding on and inure to the benefit the parties hereto and their respective legal representatives, successors and assigns.

10. The terms of this Agreement are not intended to and will not merge into the conveyances and assignments from the Defendant Partnerships to LaBarge and in fact the terms of this Agreement are intended to and will continue past closing.

11. This document constitutes the entire agreement of the parties and cannot be modified except in writing signed by all parties. This Agreement may be signed in counterparts and shall be binding upon all signatory parties hereto.

12. It is agreed that if either or any of the parties hereto challenge the effectiveness of this Agreement or if any party has to enforce the terms of this Agreement against the other party, the prevailing party in any lawsuit arising therefrom will pay all costs, fees and expenses, including attorneys' fees, incurred in enforcing or upholding the validity of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement this _____ day of February, 1988.

Jesse Gault d/b/a Jesse Gault Construction

_____

LaBarge Minerals, Inc.

By: _____

Title: _____

"EXHIBIT A"
to that Settlement Agreement dated February _____, 1988 between Jesse Gault d/b/a/ Jesse Gault Construction, LaBarge Minerals, Inc. and Guaranty Capital Investors, Ltd., et al.

The smaller of: the spacing unit as established by the Wyoming Oil and Gas Conservation Commission or the 160-acre government quarter section on which each of the following wells are located:

Well	BPO NRI	Description	County
Veal 10-20	8.1152%	NW20-28N-111W	Sublette
Federal 40-33	.3669%	SE33-27N-111W	Sublette
Haun 10-9	2.0224%	NW9-26N-111W	Lincoln
Haun 40-5	2.0224%	SE5-26N-111W	Lincoln
Federal 20-14	.4037%	NE14-27N-112W	Sublette

223134

RECORDED Dec. 27 19 88 3:45 P M
IN BOOK 54 Misc. PAGE 503
FEES $16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

JESSE GAULT, d/b/a JESSE GAULT CONSTRUCTION,

Plaintiff,

v.

ENERGETICS OPERATING COMPANY, et al.,

Defendants.

Civil Action Nos. 3432, 3661, 3731

ORDER ENFORCING SETTLEMENT AGREEMENT AND TRANSFERRING OIL AND GAS LEASE INTERESTS

THIS MATTER, having come before the Court on Plaintiff's Motion to Enforce Settlement Agreement, and the Court having considered the file in this matter and being otherwise fully informed and advised, finds as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The oral Settlement Agreement reached on or about February 29, 1988, by and between the respective counsel for Gault; LaBarge; D & R Energy Program 1978; D & R Energy Program 1979; D & R Energy Program 1979-YE; D & R Energy Program 1981; D & R Energy Program 1979 (MY); Questex Energy Program 1981-B; Questex Energy Program 1982-A; Questex Energy Program 1982-B; Burton G. Ross, Trustee for Toni Rosen 1978 Trust; Burton G. Ross, Trustee for Darryl P. Ekstrom 1982 Trust; Burton G. Ross, Trustee for Darryl P. Ekstrom 1981 Trust; and Herbert Fear (the "Settling Defendants") is valid and binding on each of the respective parties thereto. The specific terms of such Settlement Agreement are set forth in Exhibit A attached hereto.

2. Pursuant to such Settlement Agreement, the Court hereby effects the provision of such agreement and sets over to LaBarge Minerals, Inc., as successor in interest to Jesse Gault d/b/a Jesse Gault Construction, effective February 1, 1988, all of the right,

FILED

DEC 19 1988

DIANE E. NEAL-SMITHLING
CLERK OF DISTRICT COURT
PINEDALE, WYO.

title and interest of the Settling Defendants in the Subject Properties (as defined under the Settlement Agreement) including, without limitation, the following described lands, leases, wells, and equipment located thereon:

Lease No.	Description	County	Well
USA W-54466	28 North, 111 West Section 20: NW/4	Sublette	Veal Fed. 10-20
WYO 72-28069	27 North, 111 West Section 16: NW/4	Sublette	Heron State 10-16
USA W-36421	26 North, 111 West Section 12: SW/4	Sweetwater	Federal 30-12

3. This Order is to be filed with the Bureau of Land Management and with the Wyoming Commissioner of Public Lands to effect a transfer of the various interests owned by the Settling Defendants in the federal and State of Wyoming oil and gas leases which are the subject of the Settlement Agreement.

4. Plaintiff's claims against D & R Energy Program 1978; D & R Energy Program 1979; D & R Energy Program 1979-YE; D & R Energy Program 1981; D & R Energy Program 1979 (MY); Questex Energy Program 1981-B; Questex Energy Program 1982-A; Questex Energy Program 1982-B; Burton G. Ross, Trustee for Toni Rosen 1978 Trust; Burton G. Ross, Trustee for Darryl P. Ekstrom 1982 Trust; Burton G. Ross, Trustee for Darryl P. Ekstrom 1981 Trust; and Herbert Fear are hereby dismissed with prejudice with each party to bear its own costs.

DONE IN OPEN COURT this 19 of December, 1988.

District Court Judge

Approved as to Form:

Neil J. Short
Neil J. Short

Burton G. Ross
Burton G. Ross

THE STATE OF WYOMING)
COUNTY OF SUBLETTE)

I, DIANE E. NEAL-SMITH, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND IN THE STATE AFORESAID, DO HEREBY CERTIFY THE FOREGOING TO BE FULL, TRUE AND COMPLETE COPY.

SIGNED [redacted] Carter Deputy

Exhibit "A"

SETTLEMENT AGREEMENT

This Agreement is made this 1st day of February, 1988, by and between JESSE GAULT d/b/a JESSE GAULT CONSTRUCTION ("Gault"); and between LABARGE MINERALS, INC. ("LaBarge") as successor and interest to LABARGE MINERALS, INC. ("LaBarge") as successor and interest to Gault; D & R ENERGY PROGRAM 1978; D & R ENERGY PROGRAM 1979; D & R ENERGY PROGRAM 1979-YE; D & R ENERGY PROGRAM 1981; D & R ENERGY PROGRAM 1979 (MY); QUESTEX ENERGY PROGRAM 1981-B; QUESTEX ENERGY PROGRAM 1982-A; QUESTEX ENERGY PROGRAM 1982-B; BURTON G. ROSS, TRUSTEE FOR TONI ROSEN 1978 TRUST; BURTON G. ROSS, TRUSTEE FOR DARRYL P. EKSTROM 1982 TRUST; BURTON G. ROSS, TRUSTEE FOR DARRYL P. EKSTROM 1981 TRUST; HERBERT FEAR (collectively referred to as "Defendant Partnerships").

RECITALS

A. In April 1984, pursuant to Wyoming Statutes, Gault filed certain materialman's and mechanic's liens covering oil and gas wells located in Lincoln, Sublette and Sweetwater counties, Wyoming. In October of 1984, Gault filed actions to foreclose his lien and to recover payment for the work performed by him on the wells subject to the lien. Defendant Partnerships own interests in some of the wells covered by Gault's lien and are defendants in the actions filed by Gault. The Defendant Partnerships have filed answers in the civil actions contesting the liens and claims asserted by Gault.

B. Subsequent to the filing of the line and civil actions, Gault assigned his rights under the lien and the civil actions to LaBarge.

C. The parties now desire to resolve their various controversies pursuant to the terms of this Agreement. This Agreement is made as a compromise in settlement between the parties for the complete and final settlement of the claims made or that could have been made in the cases referred to and with respect to the dispute described below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration the parties agree as follows:

1. Defendant Partnerships will assign and convey to LaBarge the following:

a. The oil, gas and minerals, leasehold, royalty and overriding royalty interest described in Exhibit A, which is attached hereto and incorporated by reference, subject to the unitization agreements, pooling agreements, declarations of pooling or unitization, gas sales contracts, gas processing contracts, liens and other instruments covering the interest

referred to in Exhibit A and of record as of the date of this Agreement (all of which are collectively referred to as "Existing Contracts");

b. All right, title and interest of Defendant Partnerships in all operating and unitization and pooling agreements, declarations, designations and other instruments, and the properties covered and the units created thereby, which relate to Subject Properties, and all rights and benefits thereunder or derived therefrom.

c. Without limitation by the foregoing, all right, title and interest of Defendant Partnerships in and to oil, gas and minerals and oil and gas royalty interests in the lands described or referred to in Exhibit A or to which the interest in Exhibit A relate (all of which interest, subject to the Existing Contracts, are collectively referred to as the "Subject Properties").

d. All personal property, fixtures, equipment and improvements, located on or related to the Subject Properties used, useful or held for future use in connection with the exploration or development or operation thereof or in connection with the production or handling or treating or storing or transportation or petroleum or minerals produced therefrom or attributable thereto.

e. All other property, leases, contracts, agreements, interests and rights, incident, related or appurtenant to any of the lands or leaseholds or properties or interests described or referred to in Exhibit A, and all privileges, licenses, license agreements, permits, easements and rights of way, of every kind and nature pertaining to or used or useful in connection with or incident to the Subject Properties, in whole or part, and any and all renewals and extensions of any of them.

2. The effective date of this conveyance and assignment shall be February 1, 1988. LaBarge shall be entitled to any amount realized from and accruing to the Subject Properties subsequent to the Effective Date. Defendant properties shall be entitled to all the amounts realized from and accruing to the Subject Properties prior to the Effective Date. Notwithstanding anything in the foregoing to the contrary, LaBarge shall be entitled to all proceeds of production attributable to the interests of the Defendant Partnerships which proceeds have been held in suspense by the purchaser of production from the Subject Properties as a result of the filing of Gault's lien.

3. Defendant Partnerships shall deliver to LaBarge executed instruments of conveyance of the subject properties in form acceptable to both parties and any other appropriate

instrument in support thereof. Said instruments of conveyance shall warrant the title of Defendant Partnerships against the claims of all persons claiming by, through, or under Defendant Partnerships, but not otherwise, and shall provide for full subrogation of LaBarge to the rights of Defendant Partnerships under all warranties of title previously made by others.

4. All taxes for 1988 levied against the subject properties shall be prorated between the Defendant Partnerships and LaBarge as of the Effective Date.

5. Defendant Partnerships agree that each will after the Effective Date from time to time and upon reasonable request of LaBarge, execute, acknowledge and deliver in proper form, any instrument of conveyance, assignment, transfer or other instruments, including but not limited to, transfer and division orders, necessary or desirable for perfecting in LaBarge, its successors and assigns, title to the subject properties.

6. Upon execution of this Agreement Gault will execute a release of his lien as to the interest of Defendant Partnerships in all lands covered by the lien as filed.

7. Each of the parties hereto agree to execute the appropriate documents to dismiss all of their respective claims against each other in Civil Actions Nos. 3432, 3661, 3731, and all other pending actions in Sublette County, Wyoming in which any party hereto asserts a claim against any other party hereto. The dismissal shall also include all entities named by Gault as defendants with names similar to any of Defendants, which names were, in fact, misnomers of Defendants.

8. Each party hereto agrees to bear its or own attorneys' fees and costs in connection with these proceedings or in any way connected with any dispute resolved hereby.

9. This Agreement shall be binding on and inure to the benefit the parties hereto and their respective legal representatives, successors and assigns.

10. The terms of this Agreement are not intended to and will not merge into the conveyances and assignments from the Defendant Partnerships to LaBarge and in fact the terms of this Agreement are intended to and will continue past closing.

11. This document constitutes the entire agreement of the parties and cannot be modified except in writing signed by all parties. This Agreement may be signed in counterparts and shall be binding upon all signatory parties hereto.

12. It is agreed that if either or any of the parties hereto challenge the effectiveness of this Agreement or if any party has to enforce the terms of this Agreement against the other party, the prevailing party in any lawsuit arising therefrom will pay all costs, fees and expenses, including attorneys' fees, incurred in enforcing or upholding the validity of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement this _____ day of February, 1988.

Jesse Gault d/b/a Jesse Gault Construction

_____

LaBarge Minerals, Inc.

By: _____

Title: _____

D & R ENERGY PROGRAM 1978

By: _____

Title: _____

D & R ENERGY PROGRAM 1979

By: _____

Title: _____

"EXHIBIT A"

to that Settlement Agreement dated February _____, 1988 between Jesse Gault d/b/a/ Jesse Gault Construction, LaBarge Minerals, Inc. and D & R Energy Program, Questex Energy Program, et al.

The smaller of the spacing unit as established by the Wyoming Oil and Gas Conservation Commission or the 160-acre government quarter section on which each of the following wells are located:

Well	BPO WI	Description	County
Veal 10-20	10.1250%	NW20-28N-111W	Sublette
Heron State 10-16	2.1405%	NW16-27N-111W	Sublette
Federal 30-12	2.7156%	SW12-26N-111W	Sweetwater

223145 510

RECORDED Dec. 28 19 88 4:00 PM
IN BOOK 54 Misc PAGE 510
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A Cheeney, Deputy

IN THE DISTRICT COURT OF SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF PATRICK M. McCARTHY, Deceased.	)	PROBATE NO. 1123

DEED OF PERSONAL REPRESENTATIVE

Deed made this 24th day of June, 1988, by Neva N. McCarthy, personal representative of the estate of Patrick M. McCarthy, decedent, hereinafter referred to as "Personal Representative".

For and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, your personal representative conveys and quitclaims to Barbara McCarthy Maxan, whose address is Star Route, Box 1171, Corrales, New Mexico, 87048, as Grantee, subject to a life estate in Neva N. McCarthy, whose address is P.O. Box 764, Pinedale, Wyoming, 84941, the following described property:

Lots 33 and 34, Cooley Third Addition to the Town of Pinedale, Sublette County, Wyoming.

subject to taxes, encumbrances, covenants, conditions, restrictions, reservations, rights, rights-of-way, and easements of sight and record if any, and together with all appurtenances thereto, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, which the aforesaid Patrick N. Mc Carthy possessed.

TO HAVE AND TO HOLD all the granted premises together with the appurtenances and every part thereof, to the Grantee.

Personal Representative, for herself, and her successors, covenants with Grantee that she is lawfully the Personal Representative of the estate of Patrick M. McCarthy, and has the power to convey the above-described property pursuant to a court order of the District Court of Sublette County, Ninth

Judicial District made the 24th day of June, 1988 and pursuant to the Last Will and Testament.

IN WITNESS WHEREOF, the Personal Representative has executed this deed the day and year first above written.

Neva N. McCarthy

STATE OF WYOMING)
)
COUNTY OF TETON)

The foregoing Deed was acknowledged before me by Neva N. McCarthy, this 24th day of June, 1988.

WITNESS my hand and official seal.

Janet L. Montgomery
Notary Public

My Commission Expires:

Janet L. Montgomery
Notary Public
County of Sublette
State of Wyoming
My Commission Expires Apr. 30, 1990

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Sale dated the 28th day of December, 1988, between GARY M. ESPENSCHEID and NANCY R. ESPENSCHEID, husband and wife, as Sellers, and LAYNE L. TURNER and ROSE ANN TURNER, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, as Buyers, the Sellers did agree to sell and the Buyers did agree to buy a certain tract of real property described as follows, to-wit:

That part of the S½SW¼NE¼ of Section 29, Township 30 North, Range 111 West of the 6th P.M., Sublette County, Wyoming, being part of that tract of record in the office of the Clerk of Sublette County in Book 22 of Deeds on page 515, described as follows:

BEGINNING at a point on the west line of said S½SW¼NE¼, N.00°12.8'W., the base bearing for this survey, 383.15 feet from the southwest corner of said S½SW¼NE¼, found as described in the Certified Land Corner Recordation Certificate of record in the said Office;
thence N.00°12.8'W., 275.00 feet along said west line to the northwest corner of said S½SW¼NE¼
thence S.87°24.9'E., 1312.09 feet along the north line of said S½SW¼NE¼ to the northeast corner of said S½SW¼NE¼;
thence S.00°15.2'E., 382.85 feet along the east line of said S½SW¼NE¼ to a point;
thence N.82°44.5'W., 1322.06 feet to the POINT OF BEGINNING: ENCOMPASSING an area of 9.90 acres, more or less;

TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in U.S. patents or of record and to easements and rights-of-way of record or in use; and, to prior mineral reservations of record.

SUBJECT TO an easement for right of ingress and egress and utilities identical with the west thirty (30) feet of the foregoing tract, said easement appurtenant only to Tract B lying and being situate southerly and abutting the foregoing tract;
SUBJECT TO easements of sight and easements of record in the office of the Clerk of Sublette County including an easement for an existing overhead power line;

Each "point" marked by a 5/8" steel reinforcing rod with aluminum cap (SurvKap) inscribed "SSLTD BIG PINEY WY RLS164";
Each "corner" found as described in the Certified Land Corner Recordation Certificate of record in said office;

All in accordance with the plat prepared to be filed in said office titled "PLAT TO ACCOMPANY LOT DIVISION APPLICATION FOR GARY M. ESPENSCHEID IDENTICAL WITH THE S½SW¼NE¼ SECTION 29 T30N R111W SUBLETTE COUNTY, WYOMING."

Buyers' address for tax purposes is P.O. Box 956, Big Piney, WY 83113.

There are many other covenants in the original Agreement For Sale of which each party has a copy.

DATED this 19th day of December, 1988.

223149

RECORDED Dec. 29 1988 10:30AM
IN BOOK 54 Misc. PAGE 512
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

SELLERS:

Gary M. Espenscheid
GARY M. ESPENSCHEID

Nancy R. Espenscheid
NANCY R. ESPENSCHEID

DATED this 28th day of December, 1988.

BUYERS:

Layne L. Turner
LAYNE L. TURNER

ROSE ANN TURNER

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum of Agreement** was acknowledged before me by GARY M. ESPENSCHEID and NANCY R. ESPENSCHEID, this 19th day of December, 1988.

WITNESS my hand and official.

OLA A. MILEY - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 12, 1991

Ola A. Miley
NOTARY PUBLIC

My Commission Expires: November 12, 1991

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum of Agreement** was acknowledged before me by LAYNE L. TURNER and ROSE ANN TURNER, this 28th day of December, 1988.

WITNESS my hand and official seal.

OLA A. MILEY - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 12, 1991

Ola A. Miley
NOTARY PUBLIC

My Commission Expires: November 12, 1991

223158

RECORDED Dec. 30 1988 9:30 A.M.
IN BOOK 54 Misc. PAGE 514
FEES Free Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mari Riley

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF)
WILLIAM H. BUDD, SR.,)
) Probate No. 1283
Deceased.)

DECREE OF SUMMARY DISTRIBUTION

THIS MATTER having come before the Court upon the Petition for Decree of Summary Distribution filed in accordance with W.S. § 2-1-205; the Court having reviewed said petition and being otherwise fully advised in the premises and good cause appearing therefor;

THE COURT FINDS as follows:

1. A Petition for Decree of Summary Distribution was filed by Thelma L. Budd on the 3rd day of October, 1988;

2. Said petition was accompanied by a sworn report of appraisal;

3. That notice of said petition and the time and date for hearing was published for two (2) consecutive weeks in the Pinedale Roundup, a weekly newspaper published at Pinedale, Sublette County, Wyoming; and

4. No one having appeared in opposition to said petition;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that all of the mineral rights belonging to the decedent, William H. Budd, Sr., in the following described property are hereby set over and distributed to Thelma L. Budd, the surviving spouse:

1. SE¼SW¼, S½SE¼, Lots, 1, 2, 3, and 4, Section 31, Township 31 North, Range 112 West of the 6th P.M.

2. SE¼NW¼, Lots 3, 4, and 5 of Section 6, Township 30 North, Range 112 West of the 6th P.M.

3. Lots 1 and 2, Section 1, Township 30 North, Range 113 West of the 6th P.M.

ENTERED this 12 day of December, 1988.

Robert S. Rose
District Judge

FILED

DEC 14 1988

DIANE E. NEAL-SMITHLING
CLERK DISTRICT COURT

THE STATE OF WYOMING)
COUNTY OF SUBLETTE)

I, DIANE E. NEAL-SMITHLING, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THE FOREGOING TO BE FULL, TRUE AND CORRECT COPY.

SIGNED Cathy Larson, Deputy

FULL AND GENERAL RELEASE OF LIEN

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE)

WHEREAS, the undersigned filed a Mechanics' and Materialmen's Lien Affidavit or Statement dated April 17, 1984 in the records of Sublette County, Wyoming, in Book 44, Page 695, claiming a Mechanics' and Materialmen's Lien on the following described well and property, in the amount of $10,190.29, together with a description of the oil and gas leasehold interest sought to be charged with the lien as set forth in the aforementioned recorded affidavit, with reference being hereby made to said recorded affidavit for all purposes;

Township 27 North, Range 111 West, 6th P.M.
Section 17: SE/4
Section 20: N/4
Section 21: N/2, W/2
Section 33: NW/4SW/4
Sublette County, Wyoming
(Federal 40-17)

WHEREAS, in In re: Energetics, Inc., Case No. 84-B 5326M; and In re: Energetics Operating Company, Case No. 84-B 5325M, (jointly administered cases), on June 11, 1985, the United States Bankruptcy Court for the District of Colorado, confirmed the Second Amended Consolidated Plan of Reorganization (the "Plan") with the Order confirming the Plan becoming final and non-appealable on June 21, 1985;

NOW, THEREFORE, the undersigned, in consideration of the premises and the cash received for its allowed claim, the receipt and sufficiency of which is hereby acknowledged does hereby release and discharge the Mechanics' and Materialmen's Lien as claimed or set forth in the aforementioned affidavit or statement, and does hereby declare that, as to any lawsuit filed to foreclose the lien claimed under the aforementioned lien affidavit or statement, the same shall be dismissed with prejudice at its expense.

EXECUTED this 19 day of December, 1988.

VINSON SUPPLY COMPANY

BY: Keith P. Tyler

Title Attorney

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was sworn to and acknowledged before me this 19 day of December, 1988 by Keith P. Tyler, Attorney of VINSON SUPPLY COMPANY.

Witness my hand and official seal.

VICKEE L. KING - Notary Public
County
(SEAL)
My Commission Expires Oct. 24, 1991

Vickee L. King
Notary Public

My commission expires:

October 24, 1991

223159

RECORDED Dec. 30 1988 9:30 A.M.
IN BOOK 54 Misc. PAGE 515
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

516

FULL AND GENERAL RELEASE OF LIEN

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE)

WHEREAS, the undersigned filed a Mechanics' and Materialmen's Lien Affidavit or Statement dated September 27, 1983 in the records of Sublette County, Wyoming, in Book 43, Page 110, claiming a Mechanics' and Materialmen's Lien on the following described well and property, in the amount of $27,392.21, together with a description of the oil and gas leasehold interest sought to be charged with the lien as set forth in the aforementioned recorded affidavit, with reference being hereby made to said recorded affidavit for all purposes;

Township 27 North, Range 111 West, 6th P.M.
Section 28: SE/4SW/4, SE/4, N/2, N/2SW/4
Sublette County, Wyoming
(Federal 20-28)

WHEREAS, in In re: Energetics, Inc., Case No. 84-B 5326M; and In re: Energetics Operating Company, Case No. 84-B 5325M, (jointly administered cases), on June 11, 1985, the United States Bankruptcy Court for the District of Colorado, confirmed the Second Amended Consolidated Plan of Reorganization (the "Plan") with the Order confirming the Plan becoming final and non-appealable on June 21, 1985;

NOW, THEREFORE, the undersigned, in consideration of the premises and the cash received for its allowed claim, the receipt and sufficiency of which is hereby acknowledged does hereby release and discharge the Mechanics' and Materialmen's Lien as claimed or set forth in the aforementioned affidavit or statement, and does hereby declare that, as to any lawsuit filed to foreclose the lien claimed under the aforementioned lien affidavit or statement, the same shall be dismissed with prejudice at its expense.

EXECUTED this 19 day of December, 1988.

VINSON SUPPLY COMPANY

BY: Keith P. Ixer

Title Attorney

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was sworn to and acknowledged before me this 19 day of December, 1988 by Keith P. Ixler Attorney of VINSON SUPPLY COMPANY.

Witness my hand and official seal.

VICKEE L. KING - Notary Public
County of Natrona (SEAL) State of Wyoming
My Commission Expires Oct. 24, 1991

Vickee L. King
Notary Public

My commission expires:
October 24, 1991

223160

RECORDED Dec. 30 1988 9:30 A M
IN BOOK 54 Misc. PAGE 516
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Nora Riley

FULL AND GENERAL RELEASE OF LIEN

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE)

WHEREAS, on the 26th day of September, 1983, the undersigned filed a Mechanics' and Materialmen's Lien Affidavit or Statement in the records of Sublette County, Wyoming, in Book 43 Misc., Page 103, claiming a Mechanics' and Materialmen's Lien on the following described well and property, in the amount of $29,402.27, together with a description of the oil and gas leasehold interest sought to be charged with the lien as set forth in the aforementioned recorded affidavit, with reference being hereby made to said recorded affidavit for all purposes;

Township 27 North, Range 111 West, 6th P.M.
Section 7: NE/4
Sublette County, Wyoming
(Federal 20-7)

WHEREAS, in In re: Energetics, Inc., Case No. 84-B 5326M; and In re: Energetics Operating Company, Case No. 84-B 5325M, (jointly administered cases), on June 11, 1985, the United States Bankruptcy Court for the District of Colorado, confirmed the Second Amended Consolidated Plan of Reorganization (the "Plan") with the Order confirming the Plan becoming final and non-appealable on June 21, 1985;

NOW, THEREFORE, the undersigned, in consideration of the premises and the cash received for its allowed claim, the receipt and sufficiency of which is hereby acknowledged does hereby release and discharge the Mechanics' and Materialmen's Lien as claimed or set forth in the aforementioned affidavit or statement, and does hereby declare that, as to any lawsuit filed to foreclose the lien claimed under the aforementioned lien affidavit or statement, the same shall be dismissed with prejudice at its expense.

EXECUTED this 19 day of December, 1988.

VINSON SUPPLY COMPANY

BY: Keith P. Tyler

Title Attorney

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was sworn to and acknowledged before me this 19 day of December, 1988 by Keith P. Tyler, Attorney of VINSON SUPPLY COMPANY.

Witness my hand and official seal.

VICKEE L. KING - Notary Public
County of Natrona (SEAL) State of Wyoming
My Commission Expires Oct. 24, 1991

Vickee L. King
Notary Public

My commission expires:
October 24, 1991

223161

RECORDED Dec. 30 1988 9:30 A.M.
IN BOOK 54 Misc. PAGE 517
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

FULL AND GENERAL RELEASE OF LIEN

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE)

WHEREAS, the undersigned filed a Mechanics' and Materialmen's Lien Affidavit or Statement dated February 29, 1984 in the records of Sublette County, Wyoming, in Book 44, Page 40, claiming a Mechanics' and Materialmen's Lien on the following described well and property, in the amount of $24,018.77, together with a description of the oil and gas leasehold interest sought to be charged with the lien as set forth in the aforementioned recorded affidavit, with reference being hereby made to said recorded affidavit for all purposes;

Township 27 North, Range 111 West, 6th P.M.
Section 20: SW/4NE/4
Sublette County, Wyoming
(Federal 20-20)

WHEREAS, in In re: Energetics, Inc., Case No. 84-B 5326M; and In re: Energetics Operating Company, Case No. 84-B 5325M, (jointly administered cases), on June 11, 1985, the United States Bankruptcy Court for the District of Colorado, confirmed the Second Amended Consolidated Plan of Reorganization (the "Plan") with the Order confirming the Plan becoming final and non-appealable on June 21, 1985;

NOW, THEREFORE, the undersigned, in consideration of the premises and the cash received for its allowed claim, the receipt and sufficiency of which is hereby acknowledged does hereby release and discharge the Mechanics' and Materialmen's Lien as claimed or set forth in the aforementioned affidavit or statement, and does hereby declare that, as to any lawsuit filed to foreclose the lien claimed under the aforementioned lien affidavit or statement, the same shall be dismissed with prejudice at its expense.

EXECUTED this 19 day of December, 1988.

VINSON SUPPLY COMPANY

BY: Keith Tyler

Title Attorney

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was sworn to and acknowledged before me this 19 day of December, 1988 by Keith P. Tyler Attorney of VINSON SUPPLY COMPANY.

Witness my hand and official seal.

VICKEE L. KING - Notary Public
County of Natrona (SEAL) State of Wyoming
My Commission Expires Oct. 24, 1991

Vickee L. King
Notary Public

My commission expires:
October 24, 1991

223162

RECORDED Dec. 30 1988 9:30 A M
IN BOOK 54 Misc. PAGE 518
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

FULL AND GENERAL RELEASE OF LIEN

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE)

WHEREAS, on the 21st day of March, 1984, the undersigned filed a Mechanics' and Materialmen's Lien Affidavit or Statement in the records of Sublette County, Wyoming, claiming a Mechanics' and Materialmen's Lien on the following described well and property, in the amount of $9,833.05, together with a description of the oil and gas leasehold interest sought to be charged with the lien as set forth in the aforementioned recorded affidavit, with reference being hereby made to said recorded affidavit for all purposes;

Township 27 North, Range 111 West, 6th P.M.
Section 33: Lots 1, 2, 3 & 4, NE/4SW/4, N/2SE/4
Section 34: Lots 1, 2, 3 & 4, N/2, N/2S/2
Section 35: Lots 1, 2, 3 & 4, N/2S/2
Sublette County, Wyoming
(Federal 40-33)

WHEREAS, in In re: Energetics, Inc., Case No. 84-B 5326M; and In re: Energetics Operating Company, Case No. 84-B 5325M, (jointly administered cases), on June 11, 1985, the United States Bankruptcy Court for the District of Colorado, confirmed the Second Amended Consolidated Plan of Reorganization (the "Plan") with the Order confirming the Plan becoming final and non-appealable on June 21, 1985;

NOW, THEREFORE, the undersigned, in consideration of the premises and the cash received for its allowed claim, the receipt and sufficiency of which is hereby acknowledged does hereby release and discharge the Mechanics' and Materialmen's Lien as claimed or set forth in the aforementioned affidavit or statement, and does hereby declare that, as to any lawsuit filed to foreclose the lien claimed under the aforementioned lien affidavit or statement, the same shall be dismissed with prejudice at its expense.

EXECUTED this 19 day of December, 1988.

VINSON SUPPLY COMPANY

BY: Keith P. Tyler

Title Attorney

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was sworn to and acknowledged before me this 19 day of December 1988 by Keith P. Tyler, Attorney of VINSON SUPPLY COMPANY.

Witness my hand and official seal.

VICKEE L. KING - Notary Public
County of Natrona (SEAL) State of Wyoming
My Commission Expires Oct. 24, 1991

Vickee L. King
Notary Public

My commission expires:
October 24, 1991

223163

RECORDED Dec. 30 1988 9:30 A M
IN BOOK 54 Misc. PAGES 519
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary L.

520

FULL AND GENERAL RELEASE OF LIEN

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE)

WHEREAS, on the 28th day of March, 1984, the undersigned filed a Mechanics' and Materialmen's Lien Affidavit or Statement in the records of Sublette County, Wyoming, claiming a Mechanics' and Materialmen's Lien on the following described well and property, in the amount of $11,555.21, together with a description of the oil and gas leasehold interest sought to be charged with the lien as set forth in the aforementioned recorded affidavit, with reference being hereby made to said recorded affidavit for all purposes;

Township 28 North, Range 112 West, 6th P.M.
Section 24: Lots 9 & 11, SE/4SW/4
Section 25: Lots 2 & 5, N/2NW/4, SE/4SW/4
Section 26: Lots 1 & 7, and all part of Green River riparian thereto.
Sublette County, Wyoming
(Chappel 10-25)

WHEREAS, in In re: Energetics, Inc., Case No. 84-B 5326M; and In re: Energetics Operating Company, Case No. 84-B 5325M, (jointly administered cases), on June 11, 1985, the United States Bankruptcy Court for the District of Colorado, confirmed the Second Amended Consolidated Plan of Reorganization (the "Plan") with the Order confirming the Plan becoming final and non-appealable on June 21, 1985;

NOW, THEREFORE, the undersigned, in consideration of the premises and the cash received for its allowed claim, the receipt and sufficiency of which is hereby acknowledged does hereby release and discharge the Mechanics' and Materialmen's Lien as claimed or set forth in the aforementioned affidavit or statement, and does hereby declare that, as to any lawsuit filed to foreclose the lien claimed under the aforementioned lien affidavit or statement, the same shall be dismissed with prejudice at its expense.

EXECUTED this 19 day of December, 1988.

VINSON SUPPLY COMPANY

BY: Keith P Tyler

Title Attorney

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was sworn to and acknowledged before me this 19 day of December, 1988 by Keith P. Tyler, Attorney of VINSON SUPPLY COMPANY.

Witness my hand and official seal.

VICKEE L. KING - Notary Public
County of Natrona (SEAL) State of Wyoming
My Commission Expires Oct. 24, 1991

My commission expires:

October 24, 1991

Vickee L. King
Notary Public

223164

RECORDED Dec. 30 19 88 9:30 A M.
IN BOOK 54 Misc. PAGE 520
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

FULL AND GENERAL RELEASE OF LIEN

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE)

WHEREAS, the undersigned filed a Mechanics' and Materialmen's Lien Affidavit or Statement dated March 28, 1984 in the records of Sublette County, Wyoming, in Book 44, Page 596, claiming a Mechanics' and Materialmen's Lien on the following described well and property, in the amount of $89,355.52, together with a description of the oil and gas leasehold interest sought to be charged with the lien as set forth in the aforementioned recorded affidavit, with reference being hereby made to said recorded affidavit for all purposes;

Township 28 North, Range 112 West, 6th P.M.
Section 35: NW/4 SE/4
Sublette County, Wyoming
(Yose Cattle Company 40-35)

WHEREAS, in In re: Energetics, Inc., Case No. 84-B 5326M; and In re: Energetics Operating Company, Case No. 84-B 5325M, (jointly administered cases), on June 11, 1985, the United States Bankruptcy Court for the District of Colorado, confirmed the Second Amended Consolidated Plan of Reorganization (the "Plan") with the Order confirming the Plan becoming final and non-appealable on June 21, 1985;

NOW, THEREFORE, the undersigned, in consideration of the premises and the cash received for its allowed claim, the receipt and sufficiency of which is hereby acknowledged does hereby release and discharge the Mechanics' and Materialmen's Lien as claimed or set forth in the aforementioned affidavit or statement, and does hereby declare that, as to any lawsuit filed to foreclose the lien claimed under the aforementioned lien affidavit or statement, the same shall be dismissed with prejudice at its expense.

EXECUTED this 19 day of December, 1988.

VINSON SUPPLY COMPANY

BY: Keith P Tyler

Title Attorney

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was sworn to and acknowledged before me this 19 day of December 1988 by Keith P. Tyler, Attorney of VINSON SUPPLY COMPANY.

Witness my hand and official seal.

VICKEE L. KING - Notary Public
County of Natrona (SEAL) State of Wyoming
My Commission Expires Oct. 24, 1991

Vickee L. King
Notary Public

My commission expires:
October 24, 1991

223165

RECORDED Dec. 30 1988 9:30 A.M.
IN BOOK 54 Misc. PAGE 521
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

522

FULL AND GENERAL RELEASE OF LIEN

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE)

WHEREAS, on the 22nd day of February, 1984, the undersigned filed a Mechanics' and Materialmen's Lien Affidavit or Statement in the records of Sublette County, Wyoming, in Book 43 Misc., Page 60, was later amended on March 19, 1984, claiming a Mechanics' and Materialmen's Lien on the following described well and property, in the amount of $33,496.98, together with a description of the oil and gas leasehold interest sought to be charged with the lien as set forth in the aforementioned recorded affidavit, with reference being hereby made to said recorded affidavit for all purposes;

Township 28 North, Range 111 West, 6th P.M.
Section 17: All
Section 20: W/2
Sublette County, Wyoming
(Veal Federal 10-20)

WHEREAS, in In re: Energetics, Inc., Case No. 84-B 5326M; and In re: Energetics Operating Company, Case No. 84-B 5325M, (jointly administered cases), on June 11, 1985, the United States Bankruptcy Court for the District of Colorado, confirmed the Second Amended Consolidated Plan of Reorganization (the "Plan") with the Order confirming the Plan becoming final and non-appealable on June 21, 1985;

NOW, THEREFORE, the undersigned, in consideration of the premises and the cash received for its allowed claim, the receipt and sufficiency of which is hereby acknowledged does hereby release and discharge the Mechanics' and Materialmen's Lien as claimed or set forth in the aforementioned affidavit or statement, and does hereby declare that, as to any lawsuit filed to foreclose the lien claimed under the aforementioned lien affidavit or statement, the same shall be dismissed with prejudice at its expense.

EXECUTED this 19 day of December, 1988.

VINSON SUPPLY COMPANY

BY: Keith P Tyler

Title Attorney

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was sworn to and acknowledged before me this 19 day of December, 1988 by Keith P. Tyler, Attorney of VINSON SUPPLY COMPANY.

Witness my hand and official seal.

VICKEE L. KING - Notary Public
County of Natrona (SEAL) State of Wyoming
My Commission Expires Oct. 24, 1991

Vickee L. King
Notary Public

My commission expires:
October 24, 1991

223166

RECORDED Dec. 30 1988 9:30A
IN BOOK 54 Misc. PAGE 522
FEES $4.00 Mary L. Lankford COUNTY CLE
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mon Rile

FULL AND GENERAL RELEASE OF LIEN

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE)

WHEREAS, on the 18th day of October, 1983, the undersigned filed a Mechanics' and Materialmen's Lien Affidavit or Statement in the records of Sublette County, Wyoming, in Book 43 Misc., Page 360, claiming a Mechanics' and Materialmen's Lien on the following described well and property, in the amount of $31,461.23, together with a description of the oil and gas leasehold interest sought to be charged with the lien as set forth in the aforementioned recorded affidavit, with reference being hereby made to said recorded affidavit for all purposes;

Township 27 North, Range 111 West, 6th P.M.
Section 22: N/2
Section 23: All
Section 25: All
Section 26: W/2, SE/4
Sublette County, Wyoming
(True Federal 10-22)

WHEREAS, in In re: Energetics, Inc., Case No. 84-B 5326M; and In re: Energetics Operating Company, Case No. 84-B 5325M, (jointly administered cases), on June 11, 1985, the United States Bankruptcy Court for the District of Colorado, confirmed the Second Amended Consolidated Plan of Reorganization (the "Plan") with the Order confirming the Plan becoming final and non-appealable on June 21, 1985;

NOW, THEREFORE, the undersigned, in consideration of the premises and the cash received for its allowed claim, the receipt and sufficiency of which is hereby acknowledged does hereby release and discharge the Mechanics' and Materialmen's Lien as claimed or set forth in the aforementioned affidavit or statement, and does hereby declare that, as to any lawsuit filed to foreclose the lien claimed under the aforementioned lien affidavit or statement, the same shall be dismissed with prejudice at its expense.

EXECUTED this 19 day of December, 1988.

VINSON SUPPLY COMPANY

BY: Keith P. Tyler

Title Attorney

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was sworn to and acknowledged before me this 19 day of December, 1988 by Keith P. Tyler, Attorney of VINSON SUPPLY COMPANY.

Witness my hand and official seal.

VICKEE L. KING - Notary Public
County of Natrona (SEAL) State of Wyoming
My Commission Expires Oct. 24, 1991

Vickee L. King
Notary Public

My commission expires:
October 24, 1991

223167

RECORDED Dec 30 19 88 9:30 A
IN BOOK 54 Misc. PAGE 523
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

FULL AND GENERAL RELEASE OF LIEN

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE)

WHEREAS, on the 21st day of March, 1984, the undersigned filed a Mechanics' and Materialmen's Lien Affidavit or Statement in the records of Sublette County, Wyoming, claiming a Mechanics' and Materialmen's Lien on the following described well and property, in the amount of $20,712.16, together with a description of the oil and gas leasehold interest sought to be charged with the lien as set forth in the aforementioned recorded affidavit, with reference being hereby made to said recorded affidavit for all purposes;

Township 27 North, Range 112 West, 6th P.M.
Section 11: S/2
Section 14: N/2
Sublette County, Wyoming
(Federal 20-14)

WHEREAS, in In re: Energetics, Inc., Case No. 84-B 5326M; and In re: Energetics Operating Company, Case No. 84-B 5325M, (jointly administered cases), on June 11, 1985, the United States Bankruptcy Court for the District of Colorado, confirmed the Second Amended Consolidated Plan of Reorganization (the "Plan") with the Order confirming the Plan becoming final and non-appealable on June 21, 1985;

NOW, THEREFORE, the undersigned, in consideration of the premises and the cash received for its allowed claim, the receipt and sufficiency of which is hereby acknowledged does hereby release and discharge the Mechanics' and Materialmen's Lien as claimed or set forth in the aforementioned affidavit or statement, and does hereby declare that, as to any lawsuit filed to foreclose the lien claimed under the aforementioned lien affidavit or statement, the same shall be dismissed with prejudice at its expense.

EXECUTED this 19 day of December, 1988.

VINSON SUPPLY COMPANY

BY: Keith P. Tyler

Title Attorney

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was sworn to and acknowledged before me this 19 day of December, 1988 by Keith P. Tyler Attorney of VINSON SUPPLY COMPANY.

Witness my hand and official seal.

VICKEE L. KING - Notary Public
County of Natrona (SEAL) State of Wyoming
My Commission Expires Oct. 24, 1991

Vickee L. King
Notary Public

My commission expires:
October 24, 1991

223168

RECORDED Dec. 30 19 88 9:30A M.
IN BOOK 54 Misc. PAGE 524
FEES $4.00 Mary L. Langford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mae Riley

FULL AND GENERAL RELEASE OF LIEN

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE)

WHEREAS, on the 27th day of December, 1983, the undersigned filed a Mechanics' and Materialmen's Lien Affidavit or Statement in the records of Sublette County, Wyoming, in Book 43 Misc., Page 502, claiming a Mechanics' and Materialmen's Lien on the following described well and property, in the amount of $25,626.65, together with a description of the oil and gas leasehold interest sought to be charged with the lien as set forth in the aforementioned recorded affidavit, with reference being hereby made to said recorded affidavit for all purposes;

Township 28 North, Range 111 West, 6th P.M.
Section 21: SW/4
Sublette County, Wyoming
(Chorney Federal 30-21)

WHEREAS, in In re: Energetics, Inc., Case No. 84-B 5326M; and In re: Energetics Operating Company, Case No. 84-B 5325M, (jointly administered cases), on June 11, 1985, the United States Bankruptcy Court for the District of Colorado, confirmed the Second Amended Consolidated Plan of Reorganization (the "Plan") with the Order confirming the Plan becoming final and non-appealable on June 21, 1985;

NOW, THEREFORE, the undersigned, in consideration of the premises and the cash received for its allowed claim, the receipt and sufficiency of which is hereby acknowledged does hereby release and discharge the Mechanics' and Materialmen's Lien as claimed or set forth in the aforementioned affidavit or statement, and does hereby declare that, as to any lawsuit filed to foreclose the lien claimed under the aforementioned lien affidavit or statement, the same shall be dismissed with prejudice at its expense.

EXECUTED this 19 day of December, 1988.

VINSON SUPPLY COMPANY

BY: Keith P. Tyler

Title Attorney

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was sworn to and acknowledged before me this 19 day of December, 1988 by Keith P. Tyler, Attorney of VINSON SUPPLY COMPANY.

Witness my hand and official seal.

VICKEE L. KING - Notary Public
County of Natrona (SEAL) State of Wyoming
My Commission Expires Oct. 24, 1991

Vickee L. King
Notary Public

My commission expires:
October 24, 1991

223169

RECORDED Dec. 30 IN 88 9:30A M
IN BOOK 54 Misc. PAGE 525
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

FULL AND GENERAL RELEASE OF LIEN

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE)

WHEREAS, the undersigned filed a Mechanics' and Materialmen's Lien Affidavit or Statement dated March 21, 1984, in the records of Sublette County, Wyoming, in Book 44, Page 385, claiming a Mechanics' and Materialmen's Lien on the following described well and property, in the amount of $28,262.44, together with a description of the oil and gas leasehold interest sought to be charged with the lien as set forth in the aforementioned recorded affidavit, with reference being hereby made to said recorded affidavit for all purposes;

Township 28 North, Range 111 West, 6th P.M.
Section 19: Lots 2, 3 & 4, E/2, E/2NE/4NW/4, SW/4NE/4NW/4, E/2SW/4
Section 20: E/2
Section 29: E/2
Section 32: E/2
Sublette County, Wyoming
(Esposito Federal 40-20)

WHEREAS, in In re: Energetics, Inc., Case No. 84-B 5326M; and In re: Energetics Operating Company, Case No. 84-B 5325M, (jointly administered cases), on June 11, 1985, the United States Bankruptcy Court for the District of Colorado, confirmed the Second Amended Consolidated Plan of Reorganization (the "Plan") with the Order confirming the Plan becoming final and non-appealable on June 21, 1985;

NOW, THEREFORE, the undersigned, in consideration of the premises and the cash received for its allowed claim, the receipt and sufficiency of which is hereby acknowledged does hereby release and discharge the Mechanics' and Materialmen's Lien as claimed or set forth in the aforementioned affidavit or statement, and does hereby declare that, as to any lawsuit filed to foreclose the lien claimed under the aforementioned lien affidavit or statement, the same shall be dismissed with prejudice at its expense.

EXECUTED this 19 day of December, 1988.

VINSON SUPPLY COMPANY

BY: Keith Tyler

Title Attorney

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was sworn to and acknowledged before me this 19 day of December, 1988 by Keith P. Tyler, Attorney of VINSON SUPPLY COMPANY.

Witness my hand and official seal.

VICKEE L. KING - Notary Public
County of Natrona (SEAL) State of Wyoming
My Commission Expires Oct. 24, 1991

My commission expires:
October 24, 1991

Vickee L. King
Notary Public

223170

RECORDED Dec. 30 AD 88 9:30 A M
IN BOOK 54 Misc. PAGE 526
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jane Riley

FULL AND GENERAL RELEASE OF LIEN

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE)

WHEREAS, the undersigned filed a Mechanics' and Materialmen's Lien Affidavit or Statement dated March 21, 1984, in the records of Sublette County, Wyoming, in Book 44, Page 389, claiming a Mechanics' and Materialmen's Lien on the following described well and property, in the amount of $33,832.90, together with a description of the oil and gas leasehold interest sought to be charged with the lien as set forth in the aforementioned recorded affidavit, with reference being hereby made to said recorded affidavit for all purposes;

Township 28 North, Range 111 West, 6th P.M.
Section 19: Lots 2, 3 & 4, E/2, E/2NE/4NW/4, SW/4NE/4NW/4, E/2SW/4
Section 20: E/2
Section 29: E/2
Section 32: E/2
Sublette County, Wyoming
(Esposito Federal 40-29)

WHEREAS, in In re: Energetics, Inc., Case No. 84-B 5326M; and In re: Energetics Operating Company, Case No. 84-B 5325M, (jointly administered cases), on June 11, 1985, the United States Bankruptcy Court for the District of Colorado, confirmed the Second Amended Consolidated Plan of Reorganization (the "Plan") with the Order confirming the Plan becoming final and non-appealable on June 21, 1985;

NOW, THEREFORE, the undersigned, in consideration of the premises and the cash received for its allowed claim, the receipt and sufficiency of which is hereby acknowledged does hereby release and discharge the Mechanics' and Materialmen's Lien as claimed or set forth in the aforementioned affidavit or statement, and does hereby declare that, as to any lawsuit filed to foreclose the lien claimed under the aforementioned lien affidavit or statement, the same shall be dismissed with prejudice at its expense.

EXECUTED this 19 day of December, 1988.

VINSON SUPPLY COMPANY

BY: Keith P. Tyler

Title Attorney

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was sworn to and acknowledged before me this 19 day of December, 1988 by Keith P. Tyler, Attorney of VINSON SUPPLY COMPANY.

Witness my hand and official seal.

VICKEE L. KING - Notary Public
County of Natrona (SEAL) State of Wyoming
My Commission Expires Oct. 24, 1991

Vickee L. King
Notary Public

My commission expires:
October 24, 1991

223171

RECORDED Dec. 30 1988 9:30 A M
IN BOOK 54 Misc. PAGE 527
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

FULL AND GENERAL RELEASE OF LIEN

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE)

WHEREAS, on the 31st day of January, 1984, the undersigned filed a Mechanics' and Materialmen's Lien Affidavit or Statement in the records of Sublette County, Wyoming, in Book 43 Misc., Page 659, claiming a Mechanics' and Materialmen's Lien on the following described well and property, in the amount of $33,755.18, together with a description of the oil and gas leasehold interest sought to be charged with the lien as set forth in the aforementioned recorded affidavit, with reference being hereby made to said recorded affidavit for all purposes;

Township 27 North, Range 111 West, 6th P.M.
Section 4: N/2
Section 5: E/2
Section 8: NE/4, N/2SE/4, SE/4SE/4
Section 9: All
Sublette County, Wyoming
(Federal 10-09)

WHEREAS, in In re: Energetics, Inc., Case No. 84-B 5326M; and In re: Energetics Operating Company, Case No. 84-B 5325M, (jointly administered cases), on June 11, 1985, the United States Bankruptcy Court for the District of Colorado, confirmed the Second Amended Consolidated Plan of Reorganization (the "Plan") with the Order confirming the Plan becoming final and non-appealable on June 21, 1985;

NOW, THEREFORE, the undersigned, in consideration of the premises and the cash received for its allowed claim, the receipt and sufficiency of which is hereby acknowledged does hereby release and discharge the Mechanics' and Materialmen's Lien as claimed or set forth in the aforementioned affidavit or statement, and does hereby declare that, as to any lawsuit filed to foreclose the lien claimed under the aforementioned lien affidavit or statement, the same shall be dismissed with prejudice at its expense.

EXECUTED this 19 day of December, 1988.

VINSON SUPPLY COMPANY

BY: Keith Tyler

Title Attorney

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was sworn to and acknowledged before me this 19 day of December, 1988 by Keith P. Tyler, Attorney of VINSON SUPPLY COMPANY.

Witness my hand and official seal.

(SEAL)

Vicki L. King
Notary Public

My commission expires:
October 24, 1991

223172

RECORDED Dec. 30 1988 9:30 AM
IN BOOK 54 Misc. PAGE 528
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Rita

223206

AFFIDAVIT

RECORDED Jan 4 1989 10:10A M
IN BOOK 54 Misc PAGE 529
FEES $ None Charged COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Marie Tilby

STATE OF TEXAS §

COUNTY OF UVALDE §

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned Affiant, who, being by me duly sworn, on oath stated:

"My name is John Patrick Lowe. I am at least twenty-one (21) years of age, of sound mind, capable of making this Affidavit, and fully competent to testify to the matters stated herein, and I have personal knowledge of each of the matters stated herein.

"David Warren Williams and Carolyn Williams filed a Chapter 7 bankruptcy proceeding on November 9, 1988, in the United States Bankruptcy Court for the Western District of Texas, San Antonio Division, case number 88-53567K. John Patrick Lowe is the Chapter 7 Trustee in Bankruptcy in such case. A true and correct copy of the Voluntary Petition in Bankruptcy, and the Order Appointing Interim Trustee are attached hereto and incorporated herein by reference.

"The Debtors own certain non-exempt real property in Sublette County, Wyoming.

"This real property is part of the Chapter 7 bankruptcy estate being administered by John Patrick Lowe, Trustee in Bankruptcy. Such interest in such real property is now owned by the bankruptcy estate. The Debtors, David Warren Williams and Carolyn Williams, no longer have any right, title or interest in such real estate.

"This Affidavit is filed to give notice of a pending bankruptcy proceeding and of the true and correct ownership of such real estate, pursuant to the provisions of Section 549 of the Bankruptcy Code."

Further, Affiant sayeth not.

John Patrick Lowe
318 East Nopal
Uvalde, Texas 78801
512/278-4471

STATE OF TEXAS §

COUNTY OF UVALDE §

SUBSCRIBED AND SWORN TO BEFORE ME on the 30th day of December, 1988.

ELIZABETH A. RADER
Notary Public
State of Texas
My Comm. Exp. 3/16/91

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF UVALDE §

This instrument was acknowledged before me on December 30, 1988, by John Patrick Lowe, Trustee in Bankruptcy of the Estate of David Warren Williams and Carolyn Williams.

ELIZABETH A. RADER
Notary Public
State of Texas
My Comm. Exp. 3/16/91

Notary Public, State of Texas

JPL\LISAR\BR\MISC\WILLIAMS.\12-30-88

UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF TEXAS

IN RE: DAVID WARREN WILLIAMS SSN 212-34-1173
CAROLYN WILLIAMS SSN 215-34-7661

FILED
NOV 9 11:55 AM '88
CLERK
BY

88-53567K

Chapter 7
JOINT VOLUNTARY PETITION

1. Petitioners' post-office address, including city or county, is

DAVID WARREN WILLIAMS — 28 Santa Clara Rd, Seguin, Texas 78155, COUNTY OF GUADALUPE

CAROLYN WILLIAMS — 28 Santa Clara Rd, Seguin, Texas 78155, COUNTY OF GUADALUPE

2. Petitioners have resided within this district for the preceding 180 days.

3. Petitioners are qualified to file this petition and are entitled to the benefits of Title 11, United States Code as voluntary debtors.

4. Petitioners are aware that they may proceed under chapter 7 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under Chapter 7 of such title.

5. A declaration in the form of Exhibit B is attached to and made part of this petition.

WHEREFORE, petitioners pray for relief in accordance with Chapter 7 of Title 11, United States Code.

Attorney for Petitioners

David W. Kirk
Attorney at Law
8961 Tesoro Dr. Suite 500
San Antonio, Texas 78217-6227
Bar No. 11508000
(512) 829-7400

DECLARATION

We, DAVID WARREN WILLIAMS and CAROLYN WILLIAMS the petitioners named in the foregoing petition, certify under penalty of perjury that the foregoing is true and correct.

Executed on 11/8/88.

Petitioner

Petitioner

532

FILED

U.S. CLERK'S OFFICE
BY _____ DEPUTY

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE WESTERN DISTRICT OF TEXAS

IN RE:	()	**CASE NO.** 88-53567 K
	()	
DAVID WARREN WILLIAMS and	()	**CHAPTER 7**
CAROLYN WILLIAMS	()	
	()	
DEBTOR(S)	()	

ORDER APPOINTING INTERIM TRUSTEE

The Debtor(s) named above having filed a petition for relief under Chapter 7 of the United States Bankruptcy Code, it is

ORDERED that JOHN PATRICK LOWE a disinterested person for this district be and is hereby appointed interim trustee of the estate of the above named Debtor(s), and it is further

ORDERED that before entering upon the performance of his official duties and within five days from the date hereof, said interim trustee file with the Clerk his written notice of acceptance or rejection to serve as interim trustee for this estate and in the case of acceptance a bond in favor of the United States in the sum of $ BLANKET BOND, with sureties to be approved by the Court conditioned upon the faithful performance of his official duties. Should this case require an individual bond, the trustee shall make immediate EX-PARTE Application to the Court to purchase the said bond with premium(s) paid by the estate.

Signed and entered this 16th day of November, 19 88.

BY THE COURT

CHARLES W. VAGNER, CLERK

By Rachey Hader
Deputy

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

FLORENCE G. DELGADO, of said County and State, being first duly sworn on her oath, deposes and says:

That she is the widow of THOMAS C. DELGADO, deceased, who died October 31, 1981 in Maricopa County, State of Arizona.

That at the time of the death of THOMAS C. DELGADO, he owned an interest in certain real property by virtue of a certain Warranty Deed; said land being more particularly described as follows:

> Lots Twelve (12), Thirteen (13) and Fourteen (14), Block Six (6) of the Cooley Second Addition to the Town of Pinedale, Sublette County, Wyoming as the same appears on the official map or plat thereof as 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;

Said Deed being recorded in the office of the Sublette County Clerk on such date and place as follows:

November 20, 1968, Book 14 of Deeds, page 181.

That the deceased, THOMAS C. DELGADO is one and the same person as the said THOMAS C. DELGADO, one of the grantees in the beforementioned Warranty Deed, and that the affiant, FLORENCE G. DELGADO, is one and the same person as the said FLORENCE G. DELGADO, the other grantee in the beforemention Warranty Deed.

That the beforementioned Warranty Deed created a tenancy of an estate by the entireties with full right of survivorship under the laws of the State of Wyoming, and at the death of THOMAS C. DELGADO, deceased, all equity, right, title and interest held by THOMAS C. DELGADO in the beforementioned real property passed to and was vested in FLORENCE G. DELGADO.

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 THOMAS C. DELGADO, deceased.

DATED this 24th day of December, 1988.

223208

RECORDED Jan. 4 1989 2:30 PM
IN BOOK 54 MISC. PAGE 533
FEES $6.00 Mary L Lenfest COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Joan Riley

Florence G Delgado
FLORENCE G. DELGADO

Subscribed and sworn to before me by FLORENCE G. DELGADO this 24th day of December, 1988.

WITNESS my hand and official seal.

VIRGINIA M. DELGADO NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Virginia M Delgado
NOTARY PUBLIC

My Commission Expires: Dec. 9, 1992

533A

STATE OF ARIZONA

STATE OF ARIZONA
DEPARTMENT OF HEALTH SERVICES - VITAL RECORDS SECTION

CERTIFICATE OF DEATH

DEATH NO. D 102-

1. NAME OF DECEASED — A. FIRST: THOMAS	B. MIDDLE: C.	C. LAST: DELGADO	2. SEX: MALE	3. DATE OF DEATH — MONTH: OCT, DAY: 31, YEAR: 1981
4. RACE — A. WHITE, B. BLACK, OR SPECIFY: White	5. WAS DECEASED OF SPANISH OR MEXICAN ORIGIN OR DESCENT? SPECIFY: YES	6. IF INDICATE MEXICAN, SPANISH PUERTO RICAN, CUBAN, ETC: SPANISH	7. WAS DECEASED EVER IN U.S. ARMED FORCES? SPECIFY YES OR NO: NO	
8. A. COUNTY: MARICOPA	B. CITY: SCOTTSDALE	C. NAME OF INSTITUTION: SCOTTSDALE MEMORIAL HOSPITAL	D.	
9. DATE OF BIRTH: DEC 28, 1903	10. AGE: 77	11. MARITAL STATUS: MARRIED	12. SURVIVING SPOUSE: FLORENCE KINYON	
13. A. STATE OR FOREIGN COUNTRY OF BIRTH: WYOMING	B. CITIZEN OF WHAT COUNTRY: USA	14. SOCIAL SECURITY NO.: 520-20-6781	14A. USUAL OCCUPATION: BUSINESSMAN	B. KIND OF BUSINESS OR INDUSTRY: RETIRED
15. USUAL RESIDENCE — A. STATE: ARIZONA	B. COUNTY: MARICOPA	C. TOWN OR CITY: SCOTTSDALE	D. ZIP CODE: 85251	
E. STREET ADDRESS OR R.D.: 5202 KASBA CIRCLE	F. INSIDE CITY LIMITS? (SPECIFY Yes or No): YES	G. ON RESERVATION (Specify yes or no): NO	16. HOW LONG IN ARIZONA? YEARS: 19, MONTHS, DAYS	17. PREVIOUS STATE OF RESIDENCE: WYOMING
18. FATHER'S NAME — A. FIRST: CHARLES	B. MIDDLE	C. LAST: DELGADO	19. MOTHER'S MAIDEN NAME — A. FIRST: MARIA	B. MIDDLE	C. LAST: CALLER
20. INFORMANT'S SIGNATURE BY: FLORENCE DELGADO	21. RELATIONSHIP TO DECEASED: WIFE	22. ADDRESS — STREET NO.: 5202 Kasba Circle	CITY AND STATE: Scottsdale, Arizona	ZIP CODE: 8525
23. BURIAL, CREMATION, REMOVAL, OTHER (Specify): REMOVAL TO	24. DATE: 11-1-81	25. CEMETERY OR CREMATORY — NAME / LOCATION: PINE DALE, SUBLETTE COUNTY, WYOMING; PINE DALE CITY CEMETERY	26. EMBALMER'S SIGNATURE: Richard D. Nicosia	CERT. NO.: 27 684
28. FUNERAL HOME: Green Acres Mortuary	NAME	STREET ADDRESS: 401 N. Hayden Rd.	CITY AND STATE: Scottsdale, Az.	29. FUNERAL DIRECTOR or person acting as such (SIGNATURE): Richard D. Nicosia	CERT. NO.: 30 554

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.
31. SIGNATURE AND TITLE: J. Chadwick MD
32. DATE SIGNED (Mo., Day, Year): 10-31-81
33. HOUR OF DEATH: 4:15 AM
34. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or print):

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 DUE TO THE CAUSE(S) AND MANNER STATED.
35. SIGNATURE AND TITLE:
36. DATE SIGNED (Mo., Day, Year):
37. HOUR OF DEATH:
38. PRONOUNCED DEAD (Mo., Day, Year) ON:
39. PRONOUNCED DEAD (Hour) AT:

40. NAME AND ADDRESS OF CERTIFIER, PHYSICIAN OR MEDICAL EXAMINER (Type or print): J. Chadwick, Scottdale, Arizona

41. DATE REGISTERED: NOV 3 1981 | 42. REG. FILE NO.: 10503 | REGISTRAR'S SIGNATURE: Mary Reeves | 43. REG. DISTRICT: 0702 | 44. DATE RCVD IN STATE OFFICE:

45. PART I. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE ON EACH LINE)
A. Generalized Septicemia
B. DUE TO, OR AS A CONSEQUENCE OF:
C. DUE TO, OR AS A CONSEQUENCE OF:
APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH

CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATED ON LINE A. UNDERLYING CAUSE LAST

PART II. OTHER SIGNIFICANT CONDITIONS AND/OR ENVIRONMENTAL FACTORS (If adult female was she pregnant within past 90 days?)
47. Renal Failure, Dissecting Aortic Aneurysm

48. AUTOPSY (Specify yes or no): No
49. WAS CASE REFERRED TO MEDICAL EXAMINER? (Specify yes or no): No

MANNER OF DEATH: ☐ NATURAL CAUSES ☐ ACCIDENT ☐ SUICIDE ☐ HOMICIDE ☐ PENDING INVESTIGATION ☐ UNDETERMINED
50.
51. DATE OF INJURY (Mo., Day, Yr.)
52. HOUR AM/PM
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

57. SUPPLEMENTARY ENTRIES:

Nov. 23, 1981

CERTIFIED COPY OF VITAL RECORD

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

Date Issued

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, PHOENIX, AZ. Issued under the authority of A.R.S. 36-341, and by direction of

241002

Dean L. Benson
DEAN L. BENSON
Chief Deputy County Registrar
Maricopa County Department of Health Services

This copy not valid unless prepared on safety paper displaying state seal in color and impressed with raised seal of issuing agency.

WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY.

J. HUTTER'S BANKNOTE COMPANY

ASSIGNMENT

WHEREAS, on or about the 16th day of December, 1959, THOMAS C. DELGADO and FLORENCE G. DELGADO, husband and wife, did convey unto LOUIE TOMASSI and EMMA TOMASSI, husband and wife, certain real property located in Sublette County, Wyoming; to-wit:

> The West Twenty (20) feet of the North Seventy-Five (75) feet of Lot Five (5) and the North Seventy-Five (75) feet of Lot Six (6) in Block One (1) of the C. P. MacGlashan First Addition to the Town of Big Piney, Sublette County, Wyoming as the same appears on the official map or plat thereof as 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 the United States patents or of record and to easements and rights-of-way of record or in use; and, to prior mineral reservations of record; and,

WHEREAS, in partial consideration of said conveyance, LOUIE TOMASSI and EMMA TOMASSI did execute an Agreement wherein they did covenant not to sell or convey the aforesaid premises until the same were first offered to THOMAS C. DELGADO and FLORENCE G. DELGADO, for the full consideration of $10.00, and the same refused in writing by said parties, it being understood however that in the event said offer was accepted by said parties, said LOUIE TOMASSI and EMMA TOMASSI could remove from said land and premises all buildings and improvements situated thereon, it being further understood however that THOMAS C. DELGADO and FLORENCE G. DELGADO could purchase at the time of said offer said buildings and improvements so situated on the aforesaid premises at the reasonable value thereof. It was further agreed that in the event the aforesaid offer was accepted by THOMAS C. DELGADO and FLORENCE G. DELGADO, LOUIE TOMASSI and EMMA TOMASSI agreed to immediately execute and deliver a good and sufficient Warranty Deed conveying said premises to THOMAS C. DELGADO and FLORENCE G. DELGADO; and,

WHEREAS, an Affidavit setting out the aforesaid facts and including a copy of the original Agreement wherein said covenants were established is filed at Book 38 of Miscellaneous, page 634, in the office of the County Clerk, Sublette County, Wyoming; and,

WHEREAS, said original Agreement created said rights in THOMAS C. DELGADO and FLORENCE G. DELGADO as tenants of an estate by the entireties with full right of survivorship and not as tenants in common under the laws of the State of Wyoming; and,

WHEREAS, THOMAS C. DELGADO is now deceased and all of his right, title and interest under said Agreement did pass to and vest in FLORENCE G. DELGADO as his surviving spouse; and,

WHEREAS, FLORENCE G. DELGADO, a single woman, has agreed to transfer said interest unto DELGADO OIL COMPANY, INC. for valuable consideration;

NOW THEREFORE, in consideration of the payment of the sum of Ten and NO/100 ($10.00) Dollars and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, FLORENCE G. DELGADO does hereby convey, assign, transfer and sell unto DELGADO OIL COMPANY, INC. all of her right, title

223211

RECORDED Jan. 4 1989 2:45 PM
IN BOOK 54 Misc. PAGE 533 B
FEES Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Riley

and interest in that certain real property described as:

> The West Twenty (20) feet of the North Seventy-Five (75) feet of Lot Five (5) and North Seventy-Five (75) feet of Lot Six (6) in Block One (1) of the C. P. MacGlashan First Addition to the Town of Big Piney, Wyoming as the same appears on the official map or plat thereof as 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 the United States patents or of record and to easements and rights-of-way of record or in use; and, to prior mineral reservations of record;

and in particular does hereby convey, assign, transfer and sell unto DELGADO OIL COMPANY, INC. all of her right, title and interest created by that certain Agreement attached hereto as Exhibit "A".

DATED this 24th day of December, 1988.

Florence G. Delgado
FLORENCE G. DELGADO

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Assignment** was acknowledged before me by FLORENCE G. DELGADO this 24th day of December, 1988.

Witness my hand and official seal.

Virginia M. Delgado
NOTARY PUBLIC

My Commission Expires: Dec. 9, 1992

EXHIBIT "A"

A G R E E M E N T

Whereas Thomas C. Delgado and Florence C. Delgado, husband and wife, of Pinedale, Wyoming, have on the date hereof conveyed and warranted by warranty deed unto Louie Tomassi and Emma Tomassi, husband and wife, of Big Piney, Wyoming, the following described real estate and premises situate in the County of Sublette and State of Wyoming, to-wit:

The East Twenty (20) Feet of the North Seventy-five (75) feet of Lot Five (5) and the North Seventy-five (75) feet of Lot Six (6) in Block One (1) of the C. P. MacGlashan First Addition to the Town of Big Piney, Wyoming, as the same appear on the plat and map thereof duly filed for record in the office of the Clerk of Sublette County, Wyoming, and together with the buildings and improvements situate thereon or appurtenant thereto.

And whereas the full and complete consideration for said conveyance was the sum of Ten ($10.00) Dollars;

Now therefore Louie Tomassi and Emma Tomassie, husband and wife, aforesaid, and hereinafter called the parties of the first part, in consideration of the premises aforesaid, do covenant and agree with Thomas C. Delgado and Florence C. Delgado, husband and wife, and hereinafter called the parties of the second part, as follows:

1. Parties of the first part will not sell or convey the aforesaid premises until the same have first been offered to parties of the second part for the full consideration of Ten ($10.00) Dollars, and the same refused in writing by the said parties of the second part, it being understood however that in event said offer is accepted by parties of the the second part, that parties of the first part may remove from said land and premises all buildings and improvements situate thereon, it being further understood however that parties of the second part may purchase at the time of said offer said buildings and improvements so situate on the aforesaid premises at the reasonable value thereof;

2. In the event said offer is accepted by parties of the second part, parties of the first part agree to immediately execute and deliver their good and sufficient warranty deed conveying said premises unto parties of the second part.

Witness our hands this 16 day of December, 1959.

Louie Tomassi

Emma Tomassi

State of Wyoming)
)ss.
County of Sublette)

On this _____ day of December, 1959, before me personally appeared Louie Tomassi and Emma Tomassi, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

My Commission expires on the _____day of _____, 19___.

ASSIGNMENT

COMES NOW DELGADO OIL COMPANY, INC. and in consideration of the payment of the sum of Ten and NO/100 ($10.00) Dollars and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby convey, assign, transfer and sell unto CHRISTMANN OIL COMPANY, INC., all of the right, title and interest that DELGADO OIL COMPANY, INC. has, holds or owns in that certain real property described as:

> The West Twenty (20) feet of the North Seventy-Five (75) feet of Lot Five (5) and the North Seventy-Five (75) feet of Lot Six (6) in Block One (1) of the C. P. MacGlashan First Addition to the Town of Big Piney, Sublette County, Wyoming as the same appears on the official map or plat thereof as 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 the United States patents or of record and to easements and rights-of-way of record or in use; and, to prior mineral reservations of record;

and in particular does hereby convey, assign, transfer and sell unto CHRISTMANN OIL COMPANY, INC., all of the interest DELGADO OIL COMPANY, INC. has, holds or owns by virtue of that certain Agreement attached hereto as Exhibit "A" and which has previously been assigned to DELGADO OIL COMPANY, INC.

DATED this 3rd day of January, 1988.

ATTEST:

DELGADO OIL COMPANY, INC.

SEAL

BY: Thomas U. Delgado

Secretary

ITS: Pres.

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Assignment** was acknowledged before me by DELGADO OIL COMPANY, INC., by Thomas U. Delgado, its Pres. and attested to and sealed by its Secretary this 3rd day of January, 1988.

Witness my hand and official seal.

Susan J. Rodgers
County of
Sublette
My Commission expires
Notary Public
State of
Wyoming
Dec. 12, 1990

NOTARY PUBLIC

My Commission Expires: 12/12/90

223212

RECORDED Jan. 4 at 8 2:45 P.M.
IN BOOK 54 Misc. PAGE 537
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Lou

EXHIBIT "A"

A G R E E M E N T

Whereas Thomas C. Delgado and Florence G. Delgado, husband and wife, of Pinedale, Wyoming, have on the date hereof conveyed and warranted by warranty deed unto Louie Tomassi and Anna Tomassi, husband and wife, of Big Piney, Wyoming, the following described real estate and premises situate in the County of Sublette and State of Wyoming, to-wit:

The West Twenty (20) Feet of the North Seventy-five (75) feet of Lot Five (5) and the North Seventy-five (75) feet of Lot Six (6) Block One (1) of the C. P. MacGlashan First Addition to the Town of Big Piney, Wyoming, as the same appears on the plat and map thereof duly filed for record in the office of the Clerk of Sublette County, Wyoming, and together with the buildings and improvements situate thereon or appurtenant thereto.

And whereas the full and complete consideration for said conveyance was the sum of Ten ($10.00) Dollars;

Now therefore Louie Tomassi and Anna Tomassie, husband and wife, aforesaid, and hereinafter called the parties of the first part, in consideration of the premises aforesaid, do covenant and agree with Thomas C. Delgado and Florence G. Delgado, husband and wife, and hereinafter called the parties of the second part, as follows:

1. Parties of the first part will not sell or convey the aforesaid premises until the same have first been offered to parties of the second part for the full consideration of Ten ($10.00) Dollars, and the same refused in writing by the said parties of the second part, it being understood however that in event said offer is accepted by parties of the the second part, that parties of the first part may remove from said land and premises all buildings and improvements situate thereon, it being further understood however that parties of the second part may purchase at the time of said offer said buildings and improvements so situate on the aforesaid premises at the reasonable value thereof;

2. In the event said offer is accepted by parties of the second part, parties of the first part agree to immediately execute and deliver their good and sufficient warranty deed conveying said premises unto parties of the second part.

Witness our hands this 16 day of December, 1959.

Louie Tomassi

Emma Tomassi

State of Wyoming)
)ss.
County of Sublette)

On this _____ day of December, 1959, before me personally appeared Louie Tomassi and Emma Tomassi, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

My Commission expires on the _____ day of _____, 19___.

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, and pursuant to that certain Agreement For Transfer of Partnership Interest ("the Agreement") between the undersigned, Frank A. Fear, and First Savings Bank, F.S.B., the undersigned, jointly and severally (Grantors"), hereby assign, transfer, and quitclaim their entire partnership interest in Marbleton Inn, a Wyoming general partnership, and in all personal property owned by Marbleton Inn (including, without limitation, all cash on hand and funds in deposit accounts) as of the date hereof, to Frank A. Fear ("Grantee"), his heirs, successors and assigns. The conveyance evidenced by this bill of sale shall be without recourse to Grantors and shall be without warranty, express or implied, to Grantee, except as provided otherwise in the Agreement.

Dated this 25th day of ~~September~~ October, 1988.

William Robert Tanner

Helen Rose Tanner

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

Subscribed and sworn to before me this 19 day of ~~September~~ October, 1988, by William Robert Tanner.

Witness my hand and official seal.

My commission expires: MY COMMISSION EXPIRES DECEMBER 26, 1990

Notary Public
Address: Big Piney, Wy 83113

223248

RECORDED Jan. 6 19 89 2:40 P M
IN BOOK 54 Misc. PAGE 540
FEES $6.00 Mary C. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By: Mary Riley

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

Subscribed and sworn to before me this 25th day of ~~September~~ October, 1988, by Rose Helen Tanner.

Witness my hand and official seal.

My commission expires: MY COMMISSION EXPIRES DECEMBER 26, 1990

[SEAL]

Notary Public
Address: Pinedale, Wy 82941

RETURN TO:
GRAHAM RESOURCES, INC.
109 NORTHPARK BLVD.
COVINGTON, LA. 70433
ATTN: LAND DEPT.
ELAINE BOURGEOIS

The State of Texas

SECRETARY OF STATE

The undersigned, as Secretary of State of the State of Texas, HEREBY CERTIFIES that the attached is a true and correct copy of the following described instruments on file in this Office:

BHP PETROLEUM (AMERICAS) INC.
(FORMERLY: ENERGY RESERVES GROUP, INC.)

Application for Amended Certificate of Authority July 29, 1985

223281

RECORDED Jan. 10 1989 9:00 A M
IN BOOK 54 Misc. PAGE 542
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, this

22nd *day of* December *, A. D. 19* 88
tc

Secretary of State

542

APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY

1. The name of the corporation as it currently appears on the records of the Secretary of State of Texas is ENERGY RESERVES GROUP, INC.

2. (If the corporation's name was previously unavailable and has elected to use an assumed name in Texas, complete the following.) The assumed name of the corporation as it currently appears on the records of the Secretary of State is _____

3. A Certificate of Authority was issued to the corporation on February 27, 19 67.

4. The corporation's name has been changed to BHP PETROLEUM (AMERICAS) INC.
(Note: If the corporate name has not been changed, insert "No change.")

5. The name which it elects to use hereafter in the State of Texas is BHP PETROLEUM (AMERICAS) INC.

6. It desires to pursue in Texas purposes other than, or in addition to, those authorized by its Certificate of Authority, as follows:

No Change

FILED
In the Office of the
Secretary of State of Texas

JUL 29 1985

Clerk II-I
Corporations Section

7. It is authorized to pursue such purpose or purposes in the state or country under the laws of which it is incorporated.

8. It desires to change the statement(s) contained in item(s) number _____ of the original or amended certificate of authority to read as follows:

Its President
(Title of Officer)
Clark R. Mandigo

(TEXAS - 1316 - 6/21/85)

544

Record & Return to:
31-02 (10-70) Dan Mordhorst
P.O. Box 701342
Tulsa, OK 74170

INDEX ON: Lots 5 to 16, inclusive Section 7, T28N R113W; all of Sec. 1 T28N R114W; SE/4 of Sec. 32 T29N R113W, of the 6th Principal Meridian, WY containing 1,159.20 acres; Sublette County, WY

PROOF OF DEATH AND HEIRSHIP

223283

(FILL IN ALL BLANKS)

STATE OF COLORADO }
COUNTY OF WELD } ss.

RECORDED Jan. 10 19 89 9:15A M.
IN BOOK 54 Misc. PAGE 544
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mere Riley

W. D. Farr, of

of lawful age, being first duly sworn according to law, on oath says:

That the statements hereinafter set forth, including answers to questions propounded, constitute a true, correct and complete statement of the family history of the person hereinafter named as "decedent" and of the estate of such decedent.

Name of Decedent Hazel Farr
Date decedent died Aug 8, 1972 Where? Greeley, Colo.
Was decedent married, single, widowed, separated or divorced at time of death? widowed
If married, to whom? H. W. Farr Date
Was decedent ever married to any other than above named person? no
If so, give the following information: (List names in order of marriage)

Name of Spouse	Living or Dead	Divorced	Date of Death or Divorce

If decedent had any children, give following information:

Name of Child	Age	Address	Living-Dead	Date of Death	Name of Other Parent
Ralph Farr	77	1911 11 Ave Greeley, Colo 80631	Living		
W. D. Farr	75	73 Church St Ashland, Ore 97520			

If decedent had any legally adopted children, give following information:

Name of Child	Age	Address	Living-Dead	Date of Death	Where Adopted

If a deceased child left descendents, give following information:

(Name of deceased child)

Name of Child	Age	Address	Living—Dead	Date of Death

(Name of deceased child)

Name of Parents of Decedent		Address	Living—Dead	Date of Death
Peter Daven	Father.		dead	
Daven	Mother.		dead	

Give names of brothers and sisters of decedent:

Name	Relation	Address	Living—Dead	Date of Death

Give names of children of deceased brother or sister:

Name of Child	Child of	Age	Address	Living—Dead

Did decedent leave a will? yes If so, has same been probated? ~~yes~~ no
Or has other administration proceedings been had on decedent's estate? Decedent had Trust of 3-22-71 which fully administered and distributed estate
If so, when? Where?
Were there any unpaid debts or obligations due by decedent at the time of death?
If so, give the following information:

To Whom Owing	Amount	Nature of Debt	Paid—Unpaid Now
The decedent established the Hazel L. Farr Trust which was distributed to the 2 sons			

Was decedent surety on any bond at the time of his death? no
Were there any suits pending, or any judgments rendered in any court, against decedent at the time of death? no
If so, state briefly the nature, amount involved and parties to the action:

Here briefly state facts and circumstances (such as being a relative of, or attorney or agent for, deceased) which will show basis and source of information hereinbefore given:
Affiant was the Trustee of the Hazel L. Farr Trust

Affiant

STATE OF COLORADO)
) SS. ACKNOWLEDGEMENT FOR INDIVIDUAL
County of WELD)

Before me, the undersigned, a Notary Public, within and for said county and State, on this 20 day of October, 19 86, personally appeared W. D. Farr to me personally 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.

IN WITNESS THEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission expires: 2-9-89

Notary Public

546

1-42 (10-70)

PROOF OF DEATH AND HEIRSHIP

(FILL IN ALL BLANKS)

223284

STATE OF COLORADO }
COUNTY OF WELD } ss

RECORDED Jan. 10 19 89 9:15 A M
IN BOOK 54 Misc. PAGE 546
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Kelley

W. D. Farr, of

of lawful age, being first duly sworn according to law, on oath says:

That the statements hereinafter set forth, including answers to questions propounded, constitute a true, correct and complete statement of the family history of the person hereinafter named as "decedent" and of the estate of such decedent.

Name of Decedent H. W. Farr
Date decedent died Feb 26, 1965 Where? Greeley, Colo
Was decedent married, single, widowed, separated or divorced at time of death? married
If married, to whom? Hazel Farr Date
Was decedent ever married to any other than above named person? no
If so, give the following information: (List names in order of marriage)

Name of Spouse	Living or Dead	Divorced	Date of Death or Divorce

If decedent had any children, give following information:

Name of Child	Age	Address	Living-Dead	Date of Death	Name of Other Parent
Ralph Farr	77	1914 L Ave Greeley, Colo 8063	Living		
W. D. Farr	75	73 Church St Ashland, Ore 9752	living		

If decedent had any legally adopted children, give following information:

Name of Child	Age	Address	Living-Dead	Date of Death	Where Adopted

If a deceased child left descendents, give following information:

(Name of deceased child)

Name of Child	Age	Address	Living—Dead	Date of Death

(Name of deceased child)

Name of Parents of Decedent	Address	Living—Dead	Date of Death
William F. Farr Father.		dead	
Mother.		dead	

Give names of brothers and sisters of decedent:

Name	Relation	Address	Living—Dead	Date of Death

Give names of children of deceased brother or sister:

Name of Child	Child of	Age	Address	Living—Dead

Did decedent leave a will? yes If so, has same been probated? yes
Or has other administration proceedings been had on decedent's estate? _____
If so, when? _____ Where? _____
Were there any unpaid debts or obligations due by decedent at the time of _____ death? no
If so, give the following information: Decedent's estate fully probated & closed, Weld County, Colo#P-960

To Whom Owing	Amount	Nature of Debt	Paid—Unpaid Now

Was decedent surety on any bond at the time of his death? no
Were there any suits pending, or any judgments rendered in any court, against decedent at the time of death? no
If so, state briefly the nature, amount involved and parties to the action:

Here briefly state facts and circumstances (such as being a relative of, or attorney or agent for, deceased) which will show basis and source of information hereinbefore given:
Affiant was Co-Executor of estate of the decedent

W. D. Farr
Affiant

STATE OF COLORADO)
) SS. ACKNOWLEDGEMENT FOR INDIVIDUAL
County of WELD)

Before me, the undersigned, a Notary Public, within and for said county and State, on this 20 day of Oct, 1988, personally appeared W. D. Farr to me personally 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission expires: 5-4-91

Notary Public

548

223285

RECORDED Jan 10 1989 9:30 A.M.
IN BOOK 54 Misc. PAGE 548
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Lee

THE STATE OF WYOMING,)
:SS
COUNTY OF SUBLETTE.)

IN THE DISTRICT COURT
THIRD JUDICIAL DISTRICT.

IN THE MATTER OF THE ESTATE)
OF)
ANDERSON L. MCGINNIS, DECEASED.) PROBATE NO. 779.

FILED
NOV
Clerk of Court
Sublette County, Wyoming

DECREE OF SETTLEMENT OF ACCOUNT
AND FINAL DISTRIBUTION.

ooOoo

Delia F. McGinnis, as Executrix of the Last Will and Testament of Anderson L. McGinnis, deceased, having on the 27th day of October, 1965, rendered and filed with the Clerk in the above entitled Court and proceedings, a full account and report of her administration of said estate, which account was for a final settlement, and having filed therewith a petition for distribution of the residue of said estate, and said account and petition coming on regularly for hearing before the Court, proof having been made to the satisfaction of the Court that due and legal of notice of the hearing of said final account and petition has been given for the time and in the manner prescribed by law, by publication of notice thereof in the Big Piney Examiner, a newspaper regularly printed and published in Big Piney, Sublette County, Wyoming, and of general circulation in said County, for four successive weekly issues thereof, commencing with the issue of October 7, 1965, and a copy thereof mailed to each of the heirs at law of said deceased; and

No exception or objection to said final account having been filed by any person or persons interested in said estate or otherwise, and it appearing of record herein that by the order of this Court duly made and entered herein on the 28th day of September, 1963, the last Will and Testament of Anderson L. McGinnis, de-

Recorded: Robert Journal 5, Page 282

ceased, was duly admitted to probate and Delia F. McGinnis, who was named therein as Executrix, was duly appointed and qualified as such Executrix and thereupon published notice to creditors and persons interested in said estate, in the manner, form and substance provided by law, to present her or file with the Clerk of said Court, their claims within six (6) monts from the 21st day of November, 1963, the date of the first publication of said notice to creditors, which said notice was published in the Big Piney Examiner, a newspaper printed and published in the Town of Big Piney, Sublette County, Wyoming, and of general circulation in said County and State, for three (3) successive weekly issues of said paper, and that the time stated therein and limited by law for the filing of claims has expired, and all claims that have been presented and filed herein have been paid or otherwise disposed of, and that all costs, charges and expenses incurred in the administration of said estate, including attorney fees allowed by law, and all taxes assessed against said estate have been fully paid and discharged. And the Court further finds that all inheritance taxes due from the beneficiary of said estate have been paid, and a receipt therefore has been filed herein.

The Court further finds that said Executrix returned to this Court and filed with the Clerk thereof and inventory and appraisement of the estate of said decedent which had come to her knowledge or possession, and that said estate has been fully administered and is now ready final settlement and in condition to be closed and the residue of said estate distributed to the persom entitled, and the Court, having considered all of the proceedings herein and heard the evidence adduced, FINDS:

That the final account of said executrix to be true and correct and is supported by proper vouchers and receipts filed there-

with; and it further appearing to the Court that the said Anderson L. McGinnis, died testate on the 13th day of August, 1965, being a resident of the County of Sublette, State of Wyoming, and was survived by the following named heirs at law, to-wit:

Name.		Residence.
Delia F. McGinnis,	widow,	LaBarge, Wyoming.
Alice M. Schaffer,	daughter,	Labarge, Wyoming.
Lucile M. Cooper,	daughter,	Big Piney, Wyoming.
Marie M. McGinnis,	daughter,	777 Eudore Street, Denver, Colorado.

And it further appearing to the Court, and the Court finds that by his last Will and Testament, he "gave unto his wife, Delia F. McGinnis, she surviving him, all property of whatsoever kind or nature of which he may die seized or possessed, and that she be entitled to all of the rest, residue and remainder of the estate of said deceased, and all and singular the law and the evidence being by the Court seen, heard, considered and fully understood, it is therefor, by the Court hereby ordered, adjudged and decreed, that said account be, and the same is hereby settled, allowed and approved as rendered; and

It is further hereby Ordered, Adjudged and Decreed that all of the rest and residue of the property constituting the estate of Anderson L. McGinnis, deceased, hereinafter particularly described, and now remaining in the hands of said Executrix, to-wit:

Cash on hand . . . . . $ 30,392.38.

300 share of the Labarge Oil Company represented by certificate No. 94.

61 shares of the LaBarge Oil Company represented by Certificate No. 262.

And all right, title and interest in, and represented by that Certain "Assignment in Trust" dated December 14, 1941 in which the said Anderson L. McGinnis is one of the signers thereto, and wherein the First National Bank of Kemmerer, Kemmerer, Wyoming is named and designated as Trustee,

and any other property, or interest in property of said deceased not now known or discovered and which may belong to the estate of said deceased, is hereby distributed to, and title thereto is hereby vested absolutely in the said Delia F. McGinnis, widow of said

Anderson L. McGinnis, deceased, her heirs and assigns forever.

Done in open Court on this 22nd day of November, 1965.

/s/ [illegible]
JUDGE.

THE STATE OF WYOMING

COUNTY OF SUBLETTE

I, DIANE E. NEAL, THE CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THE FOREGOING TO BE FULL, TRUE AND COMPLETE COPY

SIGNED [illegible] Deputy

4.

552

223286

RECORDED Jan. 16. 19 89 9:30 A.M.
IN BOOK 54 Misc. PAGE 552
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Kitz

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR THE COUNTY OF SUBLETTE, STATE OF WYOMING

IN THE MATTER OF THE ESTATE OF DELIA F. McGINNIS, Deceased.	:	DECREE OF SETTLEMENT OF ACCOUNT AND FINAL DISTRIBUTION
	:	Probate No. 872

FILED
DEC 13 1976
Clerk of Court
Sublette County, Wyoming

Marie McGinnis Graves and The First National Bank of Kemmerer, Co-Executors of the Estate of Delia F. McGinnis, deceased, having on the 3rd day of August, 1976, rendered and filed herein a full account and report of their administration of said estate, which account was for a final settlement, and having with said account filed a petition for the final distribution of the estate;

And said account and petition this day coming on regularly to be heard, proof having been made to the satisfaction of the Court that the Clerk had given notice of the settlement of said account, and the hearing of said petition in the manner and for the time heretofore ordered and directed by the Court;

And it appearing that said account is in all respects true and correct, and that it is supported by proper vouchers; that the residue of money in the hands of the said Marie McGinnis Graves and The First National Bank of Kemmerer was $18,511.98 ($19.16 cash and $18,492.82 in savings account); that since the rendition of said account there has been received by said Co-Executors the sum of $490.18, that the sum of $29.61 has been expended by them as necessary expenses of administration since the rendering of said account, that vouchers, together with a statement of all expenses and disbursements, are now presented and filed and said statement is now settled and allowed, and the payments made,

or to be made, as shown in said account, are approved by this Court; and said Co-Executors are hereby authorized and directed to pay to themselves the sum of $1,177.25 ($588.63 to Marie McGinnis Graves and $588.62 to The First National Bank of Kemmerer), and to pay to Ted C. Frome, as attorney for the estate, the sum of $1,177.25 as attorney fees;

And it appearing that Mr. E. J. Herschler, attorney at law, has incurred expenses in the initiating of the probate of the estate in the sum of $62.33, as follows:

Initial probate fee	$5.00
Additional probate filing fee	15.00
Publication costs	42.33

it is therefore ordered and directed that the sum of $62.33 be paid to the said E. J. Herschler for expenses incurred by him;

And the first and final account of said Co-Executors showing a balance due from Alice Schaffer, as of June 30, 1976, of $17,000.00, and it appearing, from the terms of paragraph IIIb of the Will of said deceased, that $12,000.00 of said balance should belong to the said Alice Schaffer as a devisee under said Will and that, as of June 30, 1976, the sum of $5,000.00 should be still due and owing by Alice Schaffer to Marie Graves and Lucille Cooper, in the amount of $2,500.00 each, to satisfy the debt of said Alice Schaffer to said estate;

And it appearing that the estimated expenses of closing the estate, in addition to that enumerated above, will amount to None Dollars, leaving a residue of $16,555.72, after allowing for the above-mentioned co-executor and attorney fees and other closing expenses; and that said estate is ready for distribution and in condition to be closed, subject to the payment of said fees and closing expenses as enumerated herein and subject to the cancellation of all the remaining debt of Alice Schaffer, with the exception of $5,000.00;

IT IS THEREFORE FURTHER ORDERED, ADJUDGED, AND DECREED, that the said final account of the said Co-Executors of said Estate, be and the same is, settled, allowed, and approved (subject to the payment by said Co-Executors of the above-mentioned attorney fees of $1,177.25 to Ted C. Frome and expenses to E. J. Herschler in the sum of $62.33 and Co-Executor fees in the sums of $588.63 and $588.62 to said Co-Executors, and the cancellation of $12,000.00 from the debt of Alice Schaffer and the adjustment of the inventory of said estate in accordance therewith); and the residue of said estate hereinafter particularly described, and any other property not now known or discovered which may belong to said estate, or in which the said estate may have any interest, situate in the State of Wyoming, be and the same is hereby distributed to the heirs of the said Delia F. McGinnis, deceased, as follows:

A one-half ($\frac{1}{2}$) undivided interest in the $5,000.00 due the Estate by Alice Schaffer, together with any interest accruing thereon, to each of the following:

MARIE GRAVES

LUCILLE COOPER

An undivided one-third (1/3) interest in the residue of the Estate, other than for the $5,000.00 owed by Alice Schaffer, to each of the following:

MARIE GRAVES

ALICE SCHAFFER

LUCILLE COOPER

The following is a particular description of the said residue of said estate referred to for which distribution is now ordered for a one-third (1/3) undivided interest to Marie Graves, Alice Schaffer, and Lucille, Cooper:

Balance in savings account in The First National Bank of Kemmerer — $16,555.72

29.774% interest in McGinnis Family Trust

Oil and Gas Lease with Mobil Oil Corporation
Interest Owner No. 662227

Oil and Gas Lease with Belco Petroleum Corporation
File No. MCD 001

Dated this 13th day of December 1976.

L. Stuart Brown
JUDGE

THE STATE OF WYOMING

COUNTY OF SUBLETTE

I, DIANE E. NEAL, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THE FOREGOING TO BE A FULL, TRUE AND COMPLETE COPY.

SIGNED Diane E. Neal, Deputy

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR THE COUNTY OF SUBLETTE, STATE OF WYOMING

IN THE MATTER OF THE ESTATE OF DELIA F. McGINNIS, Deceased.	AMENDMENT TO DECREE OF SETTLEMENT OF ACCOUNT AND FINAL DISTRIBUTION Probate No. 872

A Decree of Settlement of Account and Final Distribution having been filed in the Estate of Delia F. McGinnis on December 13, 1976, and it having been discovered that an Oil and Gas Lease was inadvertently omitted in the description of assets for which distribution was to be made. Said Decree is hereby amended to read as follows, with regard to said assets:

Balance in savings account in The First National Bank of Kemmerer	$16,555.72
29.774% interest in McGinnis Family Trust	
Oil and Gas Lease with Mobil Oil Corporation Interest Owner No. 662227	
Oil and Gas Lease with Belco Petroleum Corporation File No. MCD 001	
Oil and Gas Lease with Exeter Drilling and Exploration Company, dated October 10, 1973 (03-077-01)	

Dated this 11th day of March, 1977.

C. Stewart Brown
JUDGE

FILED
MAR 14 1977
Clerk of Court
Sublette County, Wyoming

THE STATE OF WYOMING

COUNTY OF SUBLETTE

I, DIANE E. NEAL-SMITH, CLERK OF THE NINTH JUDICIAL DISTRICT WITHIN AND FOR SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THE FOREGOING TO BE FULL, TRUE AND COMPLETE COPY.

SIGNED Cathi Hilton, Deputy

PJ-7-79-105

FILED
MAR 11 1977
Kim McCloud
Clerk of District Court
Kemmerer, Lincoln County, Wyo.

223287

RECORDED Jan 10 1989 9:30 A.M.
IN BOOK 54 Misc. PAGE 556
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR THE COUNTY OF LINCOLN, STATE OF WYOMING

FILED
MAR 17 1976
Clerk of Court
Sublette County, Wyoming
#993

IN THE MATTER OF THE DETERMINATION)
OF HEIRSHIP OF)

LOUIS BARTLETT, Deceased,)

The petition of Chris Haddock of Sublette County, Wyoming, filed herein on the 3rd day of February, 1976, praying that the Court make a determination of the time of death of Louis Bartlett, deceased, and of his heirs, the degree of kinship, and the right of descent of the real property belonging to said deceased, coming on for hearing the 27th day of Feb., 1976 and it appearing to the Court that notice of the time and place of hearing of said petition has been given in the manner and for the period required by law, as indicated by the Affidavit of Publication filed herein, subscribed and sworn to on the 26th day of February, 1976, by the Editor of the Pinedale Roundup, published weekly in Pinedale, Sublette County, Wyoming; and proof having been made to the satisfaction of the Court that each of the heirs named in the petition was mailed, by certified mail, a copy of said notice;

And it appearing that no objections have been filed and that no interested persons have appeared either in person or through counsel, to show cause why said petition should not be granted;

And the Court having heard the evidence and having examined the proofs offered herein, and having fully considered the same, and having found that the allegations of said petitioner are true;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED, that Louis Bartlett, deceased, died intestate at Phoenix, Arizona,

223288

RECORDED Jan 10 1989 9:30 A M
IN BOOK 54 Misc. PAGE 557
FEES $6.00 Mary L. Lee (for) COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

PJ #6, p. 662-3
557

on the 5th day of March, 1960, leaving surviving him as his only heirs at law the persons whose names and relationship to said decedent as follows:

Mrs. Elsie Worrell, wife

Billie Bartlett, son

And that thereupon the estate of said decedent descen to his said heirs at law, as above-named, and is now vested them in the proportion of a one-twenty-eighth (1/28) undivided interest each in Mrs. Elsie Worrell and Billie Bartlett; and that each of said persons is entitled to share in the distribution of said estate according to his or her respective right and interest, as set forth above;

And it is further Ordered, Adjudged and Decreed that at the time of the filing of the aforementioned petition more than two (2) years had elapsed since the date of decedent's death, and that there has been no previous record judicial determination of said decedent's heirs or right of descent of decedent's property, and that he died seized in fee of real property located in the County of Sublette, State of Wyoming, more particularly described as follows, of which the above-named heirs are entitled to their distributive portions, to-wi

All of Tract Number 39 located in Section 17, Township 28 North, Range 113 West originally patented as the W 1/2 SW 1/4, SE 1/4 SW 1/4 of Section 17, Township 28 North, Range 113 W of the 6th P.M. Sublette County, Wyoming.

DATED this 15th day of March, 1976.

C. Stuart Brown

C. STUART BROWN, DISTRICT JUDGE

THE STATE OF WYOMING

COUNTY OF SUBLETTE

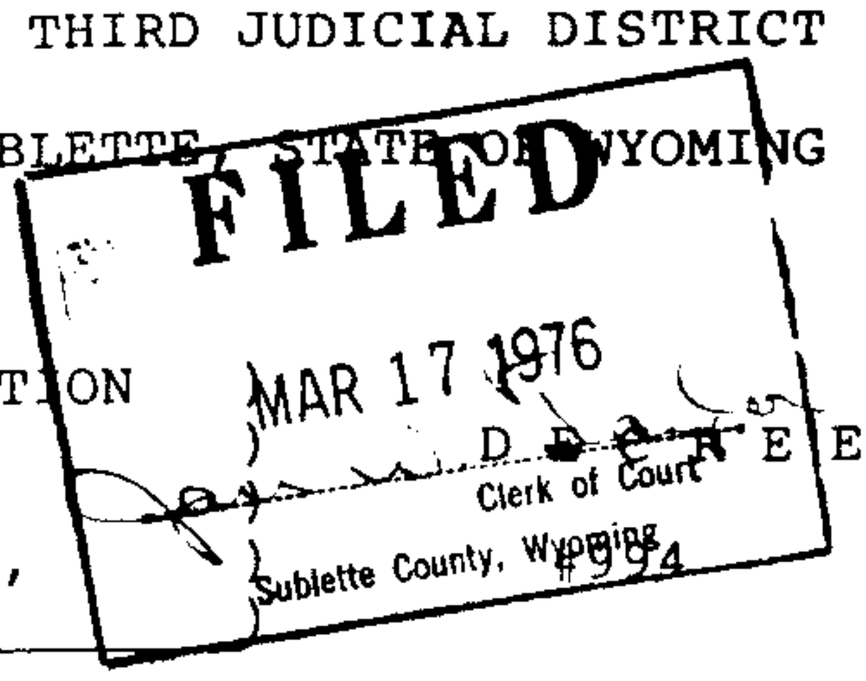
I, DIANE E. NEAL-SM[illegible] CLERK OF [illegible] NINTH JUDICIAL DI[illegible] FOR SAID COUNTY AN[illegible] DO HEREBY CERTIFY TH[illegible] FULL, TRUE AND COMPLETE COPY.

SIGNED Cathie J. Clifton, Deputy

DISTRICT COURT

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR THE COUNTY OF SUBLETTE, STATE OF WYOMING



IN THE MATTER OF THE DETERMINATION OF HEIRSHIP OF

MARY MAXINE DELANEY, Deceased,

The petition of Chris Haddock of Sublette County, Wyoming, filed herein on the 3rd day of February, 1976, praying that the Court make a determination of the time of death of Mary Maxine Delaney, deceased, and of her heirs, the degree of kinship, and the right of descent of the real property belonging to said deceased, coming on for hearing February 27, 1976, and it appearing to the Court that notice of the time and place of hearing of said petition has been given in the manner and for the period required by law, as indicated by the Affidavit of of Publication filed herein, subscribed and sworn to on the 26th day of February, 1976, by the Editor of the Pinedale Roundup, published weekly in Pinedale, Sublette County, Wyoming; and proof having been made to the satisfaction of the Court that each of the heirs named in the petition was mailed, by certified mail, a copy of said notice;

And it appearing that no objections have been filed and that no interested persons have appeared either in person or through counsel, to show cause why said petition should not be granted;

And the Court having heard the evidence and having examined the proofs offered herein, and having fully considered the same, and having found that the allegations of said petitioner are true;

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED, that Mary Maxine Delaney, deceased, died intestate at Kemmerer,

223289

RECORDED Jan. 10 1989 9:30 A M
IN BOOK 54 Misc. PAGE 559
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

060-1

P.J. # 6, p. [illegible] 559

Lincoln County, Wyoming, on the 29th day of July, 1968, leaving surviving her as her only heirs at law the persons whose names and relationship to said decedent as as follows:

William Delaney, husband

LeRoy Delaney, son

William (Billie) Delaney, son

Louise Krog, daughter

And that thereupon the estate of said decedent descende to her said heirs at law, as above-named, and is now vested in them in the proportion of a one-twentyeighth (1/28) undivided interest each in William Delaney, Le Roy Delandy, William (Billie) Delaney and Louise Krog; and that each of said persons is entitled to share in the distribution of said estate according to his or her respective rights and interest, as set forth above;

And it is further Ordered, Adjudged and Decreed that at the time of the filing of the aforementioned petition more than Two (2) years had elapsed since the date of decedent's death, and that there has been no previous record judicial determination of said decedent's heirs or right of descent of decedent's property, and that she died seized in fee of real property located in the County of Sublette, State of Wyoming, more particularly described as follows, of which the above-named heirs are entitled to their distributive portions, to-wit:

All of Tract Number 39 located in Section 17, Township 28 North, Range 113 West originally patented as the W 1/2 SW 1/4, SE 1/4 SW 1/4 of Section 17, Township 28 North, Range 113 W of the 6th P.M. Sublette County, Wyoming.

DATED this 15th day of March, 1976.

C. Stuart Brown

C. STUART BROWN, DISTRICT JUDGE

THE STATE OF WYOMING

COUNTY OF SUBLETTE

I, DIANE E. NEAL, CLERK OF THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF WYOMING, FOR SAID COUNTY AND IN THE CITY AFORESAID, DO HEREBY CERTIFY THE FOREGOING TO BE A FULL, TRUE AND COMPLETE COPY

SIGNED Cathie Cotton Deputy

SHERIFF'S CERTIFICATE OF PURCHASE
AT FORECLOSURE SALE

THIS CERTIFICATE made on this 4th day of January, 1989, by Sheriff of Sublette County, State of Wyoming, to First Wyoming Bank - Big Piney of P.O. Box 428, Big Piney, WY 83113-0428

W I T N E S S E T H:

WHEREAS, a Mortgage was executed by Frank D. Ball, III and Margaret S. Ball, husband and wife on May 22, 1984, to First Wyoming Bank, N.A. Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, for the following described real property:

Lot 2, Block 2, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

which Mortgage was on May 31, 1984, duly recorded in Book 42 mtg, Page 1, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming.

WHEREAS, a delinquency in payments occurred, pursuant to provisions of said Mortgage and the said First Wyoming Bank - Big Piney, Mortgagee, did elect to accelerate and declare the power of sale contained in said Mortgage to be operative; that pursuant to the provisions of Wyoming Statutes, 1977, §34-4-101 through §34-4-113, I, Jack N. Cain, do hereby certify that that property is situated in Sublette County, Wyoming, and more particularly described above, and was duly advertised in the Pinedale Roundup, a newspaper of general circulation in Sublette County, Wyoming, for four (4) consecutive weeks, to-wit: December 8, 15, 22, 29, 1988 , and is more fully shown by the Affidavit of Publication attached hereto; and

THAT said property was sold in one parcel at public vendue in accordance with the Notice of Foreclosure Sale at the date and time set forth, to-wit: January 4, 1989 at 10:00 a.m.. Said sale was made by me, and the above described property was sold to: First Wyoming Bank - Big Piney, in the sum of $ 6,000.00 ; and

THAT by virtue of said sale and purchase, the payment of said money as aforesaid by said Purchaser, and the authority vested in me thereby and by law, I hereby give and grant this, my Certificate of Sale, to: First Wyoming Bank - Big Piney, of P.O. Box 428, Big Piney, WY 83113-0428, and do hereby certify that said Purchaser will be entitled to a Sheriff's Deed of such lands and tenements at the expiration of 3 months and thirty (30) days from the date of this sale, unless the same shall have been redeemed prior to that date as provided by law, and that I will give and grant unto the said First Wyoming Bank - Big Piney, its successors or assigns, a Deed conveying said property as provided by law.

223290

RECORDED Jan. 10 1989 9:45 A M
IN BOOK 54 Misc. PAGE 561
FEES $ 18.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mae Riley

561

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of January, 1989.

SHERIFF OF Sublette COUNTY,
STATE OF WYOMING
Jack M. Cain Sheriff

BY Hank W. Leland, Undersheriff

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

On this 4th day of January, 1989, before me personally appeared Hank W. Leland, to me personally known, who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed for the purposes therein set forth.

Witness my hand and official seal.

FAYE HAMMONS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 22, 1991

faye Hammons
Notary Public

My Commission expires: 11/22/1991

A F F I D A V I T

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

I, John C. Patton, being duly sworn upon my oath, state;

1. That I am an attorney duly admitted to practice law in the State of Wyoming.

2. That I am a member of the firm of McNIFF and PATTON, attorneys for First Wyoming Bank - Big Piney.

3. That I caused a Notice of Intent to Foreclose Mortgage by advertisement and sale to be sent to Frank D. Ball, III and Margaret S. Ball, husband and wife, the record owner and to the party or parties in possession of the subject premises as follows: the property is a vacant lot, by Certified Mail with Return Receipt Requested, on November 22, 1988, at least ten (10) days before the commencement of publication of the Notice of Sale.

FURTHER AFFIANT SAYETH NAUGHT.

JOHN C. PATTON

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was subscribed and sworn to before me by JOHN C. PATTON on January 4, 1989.

Witness my hand and official seal.

Monica L Lincoln
Notary Public

MONICA L. LINCOLN - Notary Public
County of Laramie State of Wyoming
My Commission expires June 30, 1991

My Commission expires:

A F F I D A V I T

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

I, John C. Patton, being first duly sworn upon my oath, depose and states as follows:

1. That he is an Attorney at Law and has been admitted to practice in the State of Wyoming, is a member of the firm of McNIFF and PATTON, and is a resident of the State of Wyoming.

2. That this Affidavit is being filed pursuant to the provisions of §34-4-112, Wyoming Statutes, 1977, and has been filed with the sheriff below named.

3. That on January 4, 1989, he caused a Mortgage to be foreclosed in Sublette County, Wyoming and that the mortgaged premises were sold by the Sheriff of Sublette County at 10:00 a.m. on said date.

4. That there is no agreement, express or implied, between himself and his client, First Wyoming Bank - Big Piney, nor between himself and any other person for any sharing or division of the $360.00 fee which was charged for said foreclosure except with partners of McNIFF and PATTON or other attorneys as they may hire to participate in the foreclosure action.

5. That the mortgage referred to was given by Frank D. Ball, III and Margaret S. Ball, husband and wife, to First Wyoming Bank, N.A. Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, for the following described real property:

> Lot 2, Block 2, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

which mortgage was recorded on May 31, 1984, in Book 42 mtg, Page 1, in the Office of the County Clerk and Ex-Officio

Register of Deeds of Sublette County, Wyoming.

FURTHER AFFIANT SAYETH NAUGHT.

JOHN C. PATTON

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was subscribed and sworn to before me by JOHN C. PATTON on January 4, 1989.

Witness my hand and official seal.

Monica L Lincoln
Notary Public

MONICA L. LINCOLN - Notary Public
County of Laramie State of Wyoming
My Commission expires June 30, 1991

My Commission expires:

BLICATION

NOTICE OF FORECLOSURE SALE

Default having been made in the conditions of that certain Mortgage dated May 22, 1984, made by Frank D. Ball, III and Margaret S. Ball, husband and wife, Mortgagor, to First Wyoming Bank, N.A. - Big Piney, n/k/a First Wyoming Bank - Big Piney, Mortgagee, to secure the payment of one certain Promissory Note of even date therewith, which Mortgage embraced the following described real property to-wit:

Lot 2, Block 2, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

which Mortgage was on May 31, 1984, duly recorded in Book 42 Mtg, Page 1, in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming. That the note is in default; and

WHEREAS, the default in said Mortgage has occurred by reason of the failure of the Mortgagor or Mortgagee to pay the principal and the interest [illegible] when the same became due and [illegible] said Mortgage contained a power of sale to be exercised upon a default occurring in the conditions thereof, which authorize the Mortgagee or its assigns, at their option to declare the [illegible] immediately due and payable and to proceed according to law to advertise and sell said property to satisfy the same; and

WHEREAS, no suit or proceeding has been instituted at law to recover the debt remaining secured by said Mortgage or any part thereof; and First Wyoming Bank - Big Piney is the owner of said Note and Mortgage; and

WHEREAS, written notice of intent to foreclose the Mortgage by advertisement and sale has been served upon the record owner and party in possession.

NOW, THEREFORE, Notice is hereby given that the above described real property will be offered for sale and sold by the Sheriff of Sublette County, Wyoming, or his Deputy, to

[redacted]

the highest bidder for cash at public venue at the front steps of the Sublette County Courthouse, Pinedale, Wyoming, at the hour of 10:00 a.m. on January 4, 1989. There is due and owing as of December 8, 1988, the date of this notice, the sum of $9,801.75. Such sum will continue to accrue interest, late charges, and any other penalties as provided by the mortgage, all to the date of sale, and additionally there shall be added to the indebtedness all costs and attorney's fees associated with the foreclosure.

DATED December 8, 1988.

First Wyoming Bank - Big Piney,
Mortgagee
c/o McNiff & Patton
Attorneys at Law
P.O. Box 945
Cheyenne, Wyoming 82003

Published in the Pinedale Roundup December 8, 15, 22, 29, 1988.

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

I, Todd Adams [redacted], being first dully sworn, deposes and says that he is the Editor of The Pinedale Roundup, a weekly newspaper published at Pinedale, in said County and State, that the annexed notice was published in 4 consecutive issues of said paper and not in a supplement, the first publication thereof being of the 8 day of Dec, 1988 and the last publication thereof on the 29 day of Dec, 1988.

Todd Adams

Subscribed in my presence and sworn to before me this 29 day of Dec, 1988

Disney Brunette
Notary Public

My Commission expires October 7, 1990

Disney Brunette
Notary Public
County of
Sublette
State of
My Commission

NOTICE OF INTENT TO FORECLOSE MORTGAGE

TO:

Frank D. Ball, III
Margaret S. Ball
P.O. Box 788
Big Piney, WY 83118-0788

TAKE NOTICE that pursuant to applicable Wyoming Statutes, and in particular Wyoming Statutes (1977) §34-4-103, you are hereby notified that First Wyoming Bank - Big Piney, Mortgagee, intends to foreclose by advertisement and sale that certain mortgage given and executed by Frank D. Ball, III and Margaret S. Ball, husband and wife to secure a Mortgage Note given and executed by Frank D. Ball, III and Margaret S. Ball, husband and wife. Said note and mortgage was given and executed on May 22, 1984 and recorded on May 31, 1984, in Book 42 mtg, Page 1, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, to First Wyoming Bank, N.A. Big Piney n/k/a First Wyoming Bank - Big Piney. The Note is in default with the date of the last payment being July 16, 1987. There is due and owing as of December 8, 1988 the sum of $9,807.75. Such sum will continue to accrue interest, late charges, and any other penalties as provided by the mortgage, all to the date of sale, and additionally there shall be added to the indebtedness all costs and attorney's fees associated with the foreclosure.

THIS NOTICE is sent to you as the record owner and/or the person in possession of the mortgaged premises described as:

Lot 2, Block 2, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

by certified mail, with return receipt requested, mailed to your last known address ten (10) days before the commencement of the publication of the Notice of Sale.

THE DATE of first publication of Notice of Foreclosure Sale will be December 8, 1988, and sale of said premises will be conducted by the Sheriff of Sublette County, Wyoming, on January 4, 1989, at 10:00 a.m., at the front steps of the Sublette County Courthouse, Pinedale, Wyoming.

DATED this 22 day of November, 1988.

First Wyoming Bank - Big Piney

By: _____

JOHN C. PATTON
of McNIFF & PATTON
1920 Thomes Ave., Suite 600
P. O. Box 945
Cheyenne, Wyoming 82001
Attorney for Mortgagee

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. (Extra charge)
2. ☐ Restricted Delivery (Extra charge)

3. Article Addressed to:
Frank D. Ball, III
Margaret S. Ball
P.O. Box 788
Big Piney, WY 83118-0788

4. Article Number
P 909 310 742

Type of Service:
☐ Registered ☐ Insured
☑ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Address
X Frank D. Ball

6. Signature — Agent
X

7. Date of Delivery
11-25-88

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

SHERIFF'S CERTIFICATE OF PURCHASE
AT FORECLOSURE SALE

THIS CERTIFICATE made on this 4th day of January, 1989, by Sheriff of Sublette County, State of Wyoming, to First Wyoming Bank - Big Piney of P.O. Box 428, Big Piney, WY 83113-0428

W I T N E S S E T H:

WHEREAS, a Mortgage was executed by Frank D. Ball, III and Margaret S. Ball, husband and wife on May 22, 1984, to First Wyoming Bank, N.A. Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, for the following described real property:

Lot 3, Block 12, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

which Mortgage was on May 31, 1984, duly recorded in Book 42 mtg, Page 25, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming.

WHEREAS, a delinquency in payments occurred, pursuant to provisions of said Mortgage and the said First Wyoming Bank - Big Piney, Mortgagee, did elect to accelerate and declare the power of sale contained in said Mortgage to be operative; that pursuant to the provisions of Wyoming Statutes, 1977, §34-4-101 through §34-4-113, I, Jack N. Cain, do hereby certify that that property is situated in Sublette County, Wyoming, and more particularly described above, and was duly advertised in the Pinedale Roundup, a newspaper of general circulation in Sublette County, Wyoming, for four (4) consecutive weeks, to-wit: December 8, 15, 22, 29, 1988 , and is more fully shown by the Affidavit of Publication attached hereto; and

THAT said property was sold in one parcel at public vendue in accordance with the Notice of Foreclosure Sale at the date and time set forth, to-wit: January 4, 1989 at 10:00 a.m.. Said sale was made by me, and the above described property was sold to: First Wyoming Bank - Big Piney, in the sum of $ 8,000.00 ; and

THAT by virtue of said sale and purchase, the payment of said money as aforesaid by said Purchaser, and the authority vested in me thereby and by law, I hereby give and grant this, my Certificate of Sale, to: First Wyoming Bank - Big Piney, of P.O. Box 428, Big Piney, WY 83113-0428, and do hereby certify that said Purchaser will be entitled to a Sheriff's Deed of such lands and tenements at the expiration of 3 months and thirty (30) days from the date of this sale, unless the same shall have been redeemed prior to that date as provided by law, and that I will give and grant unto the said First Wyoming Bank - Big Piney, its successors or assigns, a Deed conveying said property as provided by law.

223291

RECORDED Jan 10 1989 9:45 AM
IN BOOK 54 Misc. PAGE 569
FEES $ 18.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of January, 1989.

SHERIFF OF Sublette COUNTY,
STATE OF WYOMING
JACK M. CAIN - Sheriff
by: Hank W. Ruland undersheriff

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

On this 4th day of January, 1989, before me personally appeared Hank W. Ruland, to me personally known, who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed for the purposes therein set forth.

Witness my hand and official seal.

FAYE HAMMONS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 22, 1991

Faye Hammons
Notary Public

My Commission expires: 11/22/1991

A F F I D A V I T

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

I, John C. Patton, being duly sworn upon my oath, state;

1. That I am an attorney duly admitted to practice law in the State of Wyoming.

2. That I am a member of the firm of McNIFF and PATTON, attorneys for First Wyoming Bank - Big Piney.

3. That I caused a Notice of Intent to Foreclose Mortgage by advertisement and sale to be sent to Frank D. Ball, III and Margaret S. Ball, husband and wife, the record owner and to the party or parties in possession of the subject premises as follows: the property is a vacant lot, by Certified Mail with Return Receipt Requested, on November 22, 1988, at least ten (10) days before the commencement of publication of the Notice of Sale.

FURTHER AFFIANT SAYETH NAUGHT.

JOHN C. PATTON

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was subscribed and sworn to before me by JOHN C. PATTON on January 4, 1989.

Witness my hand and official seal.

Monica L Lincoln
Notary Public

MONICA L. LINCOLN - Notary Public
Laramie County, State of Wyoming
My Commission expires June 30, 1991

My commission expires:

A F F I D A V I T

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

I, John C. Patton, being first duly sworn upon my oath, depose and states as follows:

1. That he is an Attorney at Law and has been admitted to practice in the State of Wyoming, is a member of the firm of McNIFF and PATTON, and is a resident of the State of Wyoming.

2. That this Affidavit is being filed pursuant to the provisions of §34-4-112, Wyoming Statutes, 1977, and has been filed with the sheriff below named.

3. That on January 4, 1989, he caused a Mortgage to be foreclosed in Sublette County, Wyoming and that the mortgaged premises were sold by the Sheriff of Sublette County at 10:00 a.m. on said date.

4. That there is no agreement, express or implied, between himself and his client, First Wyoming Bank - Big Piney, nor between himself and any other person for any sharing or division of the $360.00 fee which was charged for said foreclosure except with partners of McNIFF and PATTON or other attorneys as they may hire to participate in the foreclosure action.

5. That the mortgage referred to was given by Frank D. Ball, III and Margaret S. Ball, husband and wife, to First Wyoming Bank, N.A. Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, for the following described real property:

> Lot 3, Block 12, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

which mortgage was recorded on May 31, 1984, in Book 42 mtg, Page 25, in the Office of the County Clerk and Ex-Officio

Register of Deeds of Sublette County, Wyoming.

FURTHER AFFIANT SAYETH NAUGHT.

JOHN C. PATTON

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was subscribed and sworn to before me by JOHN C. PATTON on January 4, 1989.

Witness my hand and official seal.

Monica L Lincoln
Notary Public

MONICA L. LINCOLN - Notary Public
County of Laramie State of Wyoming
My Commission expires June 30, 1991

My commission expires:

NOTICE OF FORECLOSURE SALE

Default having been made in the conditions of that certain Mortgage deed dated May 22, 1984, given by Frank D. Ball, III and Margaret S. Ball, husband and wife, Mortgagor, to First Wyoming Bank, N.A. - Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, to secure the payment of one certain Promissory Note of even date therewith, which Mortgage embraced the followin, described real property to-wit:

Lot 3, Block 12, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

which Mortgage was on May 31, 1984, duly recorded in Book 42 Mtg, Page 25, in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming. That the note is in default; and

WHEREAS, the default in said Mortgage has occurred by reason of the failure of the Mortgagor or assignees to pay the principal and the interest due thereon when the same became due and payable and said Mortgage contained a power of sale to the effect that a default occurring in the conditions thereof will authorize the Mortgagee or its assigns at its or their option to declare the debt secured thereby to be due and payable and proceed according to law to advertise and sell said property to satisfy the same; and

WHEREAS, no suit or proceeding has been instituted at law to recover the debt remaining secured by said Mortgage, or any part thereof;

[redacted]

and First Wyoming Bank - Big Piney is the owner of said Note and Mortgage; and

WHEREAS, written notice of intent to foreclose the Mortgage by advertisement and sale has been served upon the record owner and party in possession;

NOW, THEREFORE, Notice is hereby given that the above described real property will be offered for sale and sold by the Sheriff of Sublette County, Wyoming, or his Deputy, to the highest bidder for cash at public venue at the front steps of the Sublette County Courthouse, Pinedale, Wyoming, at the hour of 10:00 a.m., on January 4, 1989; There is due and owing as of December 8, 1988. the date of this notice, the sum of $11,440.09. Such sum will continue to accrue interest, late charges, and any other penalties as provided by the mortgage, all to the date of sale, and additionally there shall be added to the indebtedness all costs and attorney's fees associated with the foreclosure.

DATED December 8, 1988.

First Wyoming Bank - Big Piney,
Mortgagee
c/o McNiff & Patton
Attorneys at Law
P.O. Box 945
Cheyenne, Wyoming 82003

Publish in the **Pinedale Roundup** December 8, 15, 22, 29, 1988.

Please turn to page 24

PROOF OF PUBLICATION

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

I, ...[redacted]....., being first dully sworn, deposes and says that he is the Editor of The Pinedale Roundup, a weekly newspaper published at Pinedale, in said County and State, that the annexed notice was published in.....4.....consecutive issues of said paper and not in a supplement, the first publication thereof being of the...8....day of .....Dec....., 1988 and the last publication thereof on the.....29....day of.....Dec.....,1988.

Todd Adam

Subscribed in my presence and sworn to before me this .....29..... day of .....Dec....., 1988.

Diany Brunetta
Notary Public

My Commission expires October 7, 1990

Diney Brunetta
County of
Sublette
My Commission Ex
Notary Public
State of
Wyo
Oct. 7, 1

NOTICE OF INTENT TO FORECLOSE MORTGAGE

TO:

Frank D. Ball, III
Margaret S. Ball
P.O. Box 788
Big Piney, WY 83118-0788

TAKE NOTICE that pursuant to applicable Wyoming Statutes, and in particular Wyoming Statutes (1977) §34-4-103, you are hereby notified that First Wyoming Bank - Big Piney, Mortgagee, intends to foreclose by advertisement and sale that certain mortgage given and executed by Frank D. Ball, III and Margaret S. Ball, husband and wife to secure a Mortgage Note given and executed by Frank D. Ball, III and Margaret S. Ball, husband and wife. Said note and mortgage was given and executed on May 22, 1984 and recorded on May 31, 1984, in Book 42 mtg, Page 25, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, to First Wyoming Bank, N.A. Big Piney n/k/a First Wyoming Bank - Big Piney. The Note is in default with the date of the last payment being July 16, 1987. There is due and owing as of December 8, 1988 the sum of $11,440.09. Such sum will continue to accrue interest, late charges, and any other penalties as provided by the mortgage, all to the date of sale, and additionally there shall be added to the indebtedness all costs and attorney's fees associated with the foreclosure.

THIS NOTICE is sent to you as the record owner and/or the person in possession of the mortgaged premises described as:

Lot 3, Block 12, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

by certified mail, with return receipt requested, mailed to your last known address ten (10) days before the commencement of the publication of the Notice of Sale.

THE DATE of first publication of Notice of Foreclosure Sale will be December 8, 1988, and sale of said premises will be conducted by the Sheriff of Sublette County, Wyoming, on January 4, 1989, at 10:00 a.m., at the front steps of the Sublette County Courthouse, Pinedale, Wyoming.

DATED this 22 day of November, 1988.

First Wyoming Bank - Big Piney

By: _____

JOHN C. PATTON
of McNIFF & PATTON
1920 Thomes Ave., Suite 600
P. O. Box 945
Cheyenne, Wyoming 82001
Attorney for Mortgagee

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. *(Extra charge)*
2. ☐ Restricted Delivery *(Extra charge)*

3. Article Addressed to:

Frank D. Ball, III
Margaret S. Ball
P.O. Box 788
Big Piney, WY 83118-0788

4. Article Number P 909 30 741

Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Address
X Frank D. Ball III

6. Signature — Agent
X

7. Date of Delivery
11-25-88

8. Addressee's Address *(ONLY if requested and fee paid)*

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

SHERIFF'S CERTIFICATE OF PURCHASE
AT FORECLOSURE SALE

THIS CERTIFICATE made on this 4th day of January, 1989, by Sheriff of Sublette County, State of Wyoming, to First Wyoming Bank - Big Piney of P.O. Box 428, Big Piney, WY 83113-0428

W I T N E S S E T H:

WHEREAS, a Mortgage was executed by Frank D. Ball, III and Margaret S. Ball, husband and wife on May 22, 1984, to First Wyoming Bank, N.A. Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, for the following described real property:

Lot 3, Block 3, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

which Mortgage was on May 31, 1984, duly recorded in Book 42 mtg, Page 13, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming.

WHEREAS, a delinquency in payments occurred, pursuant to provisions of said Mortgage and the said First Wyoming Bank - Big Piney, Mortgagee, did elect to accelerate and declare the power of sale contained in said Mortgage to be operative; that pursuant to the provisions of Wyoming Statutes, 1977, §34-4-101 through §34-4-113, I, Jack M. Cain, do hereby certify that that property is situated in Sublette County, Wyoming, and more particularly described above, and was duly advertised in the Pinedale Roundup, a newspaper of general circulation in Sublette County, Wyoming, for four (4) consecutive weeks, to-wit: December 8, 15, 22, 29, 1988 , and is more fully shown by the Affidavit of Publication attached hereto; and

THAT said property was sold in one parcel at public vendue in accordance with the Notice of Foreclosure Sale at the date and time set forth, to-wit: January 4, 1989 at 10:00 a.m.. Said sale was made by me, and the above described property was sold to: First Wyoming Bank - Big Piney, in the sum of $7,902.00; and

THAT by virtue of said sale and purchase, the payment of said money as aforesaid by said Purchaser, and the authority vested in me thereby and by law, I hereby give and grant this, my Certificate of Sale, to: First Wyoming Bank - Big Piney, of P.O. Box 428, Big Piney, WY 83113-0428, and do hereby certify that said Purchaser will be entitled to a Sheriff's Deed of such lands and tenements at the expiration of 3 months and thirty (30) days from the date of this sale, unless the same shall have been redeemed prior to that date as provided by law, and that I will give and grant unto the said First Wyoming Bank - Big Piney, its successors or assigns, a Deed conveying said property as provided by law.

223292

RECORDED Jan. 10 19 89 9:45 A M.
IN BOOK 54 Misc. PAGE 577
FEES $ 18.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

- 1 -

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of January, 1989.

SHERIFF OF Sublette COUNTY,
STATE OF WYOMING
JACK M. CAIN - Sheriff
by: Hank W Ruland Undersheriff

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

On this 4th day of January, 1989, before me personally appeared Hank W. Ruland, to me personally known, who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed for the purposes therein set forth.

Witness my hand and official seal.

FAYE HAMMONS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 22, 1991

Faye Hammons
Notary Public

My Commission expires: 11/22/1991

A F F I D A V I T

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

I, John C. Patton, being duly sworn upon my oath, state;

1. That I am an attorney duly admitted to practice law in the State of Wyoming.

2. That I am a member of the firm of McNIFF and PATTON, attorneys for First Wyoming Bank - Big Piney.

3. That I caused a Notice of Intent to Foreclose Mortgage by advertisement and sale to be sent to Frank D. Ball, III and Margaret S. Ball, husband and wife, the record owner and to the party or parties in possession of the subject premises as follows: the property is a vacant lot, by Certified Mail with Return Receipt Requested, on November 22, 1988, at least ten (10) days before the commencement of publication of the Notice of Sale.

FURTHER AFFIANT SAYETH NAUGHT.

JOHN C. PATTON

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was subscribed and sworn to before me by JOHN C. PATTON on January 4, 1989.

Witness my hand and official seal.

Monica L Lincoln
Notary Public

MONICA L. LINCOLN - Notary Public
County of Laramie State of Wyoming
My Commission expires June 30, 1991

My commission expires:

A F F I D A V I T

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

I, John C. Patton, being first duly sworn upon my oath, depose and states as follows:

1. That he is an Attorney at Law and has been admitted to practice in the State of Wyoming, is a member of the firm of McNIFF and PATTON, and is a resident of the State of Wyoming.

2. That this Affidavit is being filed pursuant to the provisions of §34-4-112, Wyoming Statutes, 1977, and has been filed with the sheriff below named.

3. That on January 4, 1989, he caused a Mortgage to be foreclosed in Sublette County, Wyoming and that the mortgaged premises were sold by the Sheriff of Sublette County at 10:00 a.m. on said date.

4. That there is no agreement, express or implied, between himself and his client, First Wyoming Bank - Big Piney, nor between himself and any other person for any sharing or division of the $360.00 fee which was charged for said foreclosure except with partners of McNIFF and PATTON or other attorneys as they may hire to participate in the foreclosure action.

5. That the mortgage referred to was given by Frank D. Ball, III and Margaret S. Ball, husband and wife, to First Wyoming Bank, N.A. Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, for the following described real property:

> Lot 3, Block 3, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

which mortgage was recorded on May 31, 1984, in Book 42 mtg, Page 13, in the Office of the County Clerk and Ex-Officio

Register of Deeds of Sublette County, Wyoming.

FURTHER AFFIANT SAYETH NAUGHT.

JOHN C. PATTON

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was subscribed and sworn to before me by JOHN C. PATTON on January 4, 1989.

Witness my hand and official seal.

Monica L Lincoln
Notary Public

My Commission expires:

LINCOLN - Notary Public
State of Wyoming
My Commission expires June 30, 1991

582

PUBLICATION

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

I, Todd Adams, being first dully sworn, deposes and says that he is the Editor of The Pinedale Roundup, a weekly newspaper published at Pinedale, in said County and State, that the annexed notice was published in 4 consecutive issues of said paper and not in a supplement, the first publication thereof being of the 8 day of Dec, 1988 and the last publication thereof on the 29 day of Dec, 1988.

Todd Adams

Subscribed in my presence and sworn to before me this 29 day of Dec, 19 88

Disney Brunetta
Notary Public

My Commission expires October 7, 1990

Disney Brunetta
County of Sublette
My Commission Expires
Notary Public
State of Wyoming
Oct. 7, 1990

NOTICE OF FORECLOSURE SALE

Default having been made in the conditions of that certain mortgage deed dated May 22, 1984, given by Frank D. Ball, III and Margaret S. Ball, husband and wife, Mortgagor, to First Wyoming Bank, N.A. - Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, to secure the payment of one certain Promissory Note of even date therewith, which Mortgage embraces the following described real property to-wit:

Lot 3, Block 3, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

which Mortgage was on May 31, 1984, duly recorded in Book 42 Mtg, Page 13, in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming. That the note is in default; and

WHEREAS, the default in said Mortgage has occured by reason of the failure of the Mort-

[redacted]

and payable and proceed according to law to advertise and sell said property to satisfy the same; and

[redacted]

owner of [redacted]

[redacted]

has been served upon the [redacted] party in possession.

NOW, THEREFORE, Notice is hereby given that the above described real property will be offered for sale and sold by the Sheriff of Sublette County, Wyoming, or his Deputy, to the highest bidder for cash at public vendue at the front steps of the Sublette County Courthouse, Pinedale, Wyoming, at the hour of 10:00 a.m., on January 4, 1989. There is due and owing as of December 8, 1988, the date of this notice, the sum of $9,836.48. Such sum will continue to accrue interest, late charges, and any other penalties as provided by the mortgage, all to the date of sale, and additionally there shall be added to the indebtedness all costs and attorney's fees associated with the foreclosure.

DATED December 8, 1988.

First Wyoming Bank - Big Piney,
Mortgagee
c/o McNIFF & Patton
Attorneys at Law
P.O. Box 945
Cheyenne, Wyoming 82003

Publish in the Pinedale Roundup December 8, 15, 22, 29, 1988.

NOTICE OF INTENT TO FORECLOSE MORTGAGE

TO:

Frank D. Ball, III
Margaret S. Ball
P.O. Box 788
Big Piney, WY 83118-0788

TAKE NOTICE that pursuant to applicable Wyoming Statutes, and in particular Wyoming Statutes (1977) §34-4-103, you are hereby notified that First Wyoming Bank - Big Piney, Mortgagee, intends to foreclose by advertisement and sale that certain mortgage given and executed by Frank D. Ball, III and Margaret S. Ball, husband and wife to secure a Mortgage Note given and executed by Frank D. Ball, III and Margaret S. Ball, husband and wife. Said note and mortgage was given and executed on May 22, 1984 and recorded on May 31, 1984, in Book 42 mtg, Page 13, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, to First Wyoming Bank, N.A. Big Piney n/k/a First Wyoming Bank - Big Piney. The Note is in default with the date of the last payment being July 16, 1987. There is due and owing as of December 8, 1988 the sum of $9,836.48. Such sum will continue to accrue interest, late charges, and any other penalties as provided by the mortgage, all to the date of sale, and additionally there shall be added to the indebtedness all costs and attorney's fees associated with the foreclosure.

THIS NOTICE is sent to you as the record owner and/or the person in possession of the mortgaged premises described as:

Lot 3, Block 3, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

by certified mail, with return receipt requested, mailed to your last known address ten (10) days before the commencement of the publication of the Notice of Sale.

THE DATE of first publication of Notice of Foreclosure Sale will be December 8, 1988, and sale of said premises will be conducted by the Sheriff of Sublette County, Wyoming, on January 4, 1989, at 10:00 a.m., at the front steps of the Sublette County Courthouse, Pinedale, Wyoming.

DATED this 22 day of November, 1988.

First Wyoming Bank - Big Piney

By: _____

JOHN C. PATTON
of McNIFF & PATTON
1920 Thomes Ave., Suite 600
P. O. Box 945
Cheyenne, Wyoming 82001
Attorney for Mortgagee

● SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. (Extra charge) 2. ☐ Restricted Delivery (Extra charge)

3. Article Addressed to:
Frank D. Ball, III
Margaret S. Ball
P.O. Box 788
Big Piney, WY 83118-0788

4. Article Number P 909 310 138
Type of Service:
☐ Registered ☐ Insured
☑ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise
Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Address
X Frank D. Ball

6. Signature — Agent
X

7. Date of Delivery
11-25-88

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

SHERIFF'S CERTIFICATE OF PURCHASE
AT FORECLOSURE SALE

THIS CERTIFICATE made on this 4th day of January, 1989, by Sheriff of Sublette County, State of Wyoming, to First Wyoming Bank - Big Piney of P.O. Box 428, Big Piney, WY 83113-0428

W I T N E S S E T H:

WHEREAS, a Mortgage was executed by Frank D. Ball, III and Margaret S. Ball, husband and wife on May 22, 1984, to First Wyoming Bank, N.A. Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, for the following described real property:

Lots 1, & 2, Block 5, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

which Mortgage was on May 31, 1984, duly recorded in Book 42 mtg, Page 5, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming.

WHEREAS, a delinquency in payments occurred, pursuant to provisions of said Mortgage and the said First Wyoming Bank - Big Piney, Mortgagee, did elect to accelerate and declare the power of sale contained in said Mortgage to be operative; that pursuant to the provisions of Wyoming Statutes, 1977, §34-4-101 through §34-4-113, I, Jack D. Cain, do hereby certify that that property is situated in Sublette County, Wyoming, and more particularly described above, and was duly advertised in the Pinedale Roundup, a newspaper of general circulation in Sublette County, Wyoming, for four (4) consecutive weeks, to-wit: December 8, 15, 22, 29, 1988 , and is more fully shown by the Affidavit of Publication attached hereto; and

THAT said property was sold in one parcel at public vendue in accordance with the Notice of Foreclosure Sale at the date and time set forth, to-wit: January 4, 1989 at 10:00 a.m.. Said sale was made by me, and the above described property was sold to:
First Wyoming Bank - Big Piney, in the sum of $ 15,500.00 ; and

THAT by virtue of said sale and purchase, the payment of said money as aforesaid by said Purchaser, and the authority vested in me thereby and by law, I hereby give and grant this, my Certificate of Sale, to:
First Wyoming Bank - Big Piney, of P.O. Box 428, Big Piney, WY 83113-0428, and do hereby certify that said Purchaser will be entitled to a Sheriff's Deed of such lands and tenements at the expiration of 3 months and thirty (30) days from the date of this sale, unless the same shall have been redeemed prior to that date as provided by law, and that I will give and grant unto the said First Wyoming Bank - Big Piney, its successors or assigns, a Deed conveying said property as provided by law.

223293

RECORDED Jan. 10 1989 9:45 A M
IN BOOK 54 Misc. PAGE 586
FEES $ 18.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of January, 1989.

SHERIFF OF Sublette COUNTY,
STATE OF WYOMING
JACK M. CARR - Sheriff

by: Hank W. Ruland undersheriff

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

On this 4th day of January, 1989, before me personally appeared Hank W. Ruland, to me personally known, who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed for the purposes therein set forth.

Witness my hand and official seal.

FAYE HAMMONS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 22, 1991

Faye Hammons
Notary Public

My Commission expires: 11/22/1991

A F F I D A V I T

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

I, John C. Patton, being duly sworn upon my oath, state;

1. That I am an attorney duly admitted to practice law in the State of Wyoming.

2. That I am a member of the firm of McNIFF and PATTON, attorneys for First Wyoming Bank - Big Piney.

3. That I caused a Notice of Intent to Foreclose Mortgage by advertisement and sale to be sent to Frank D. Ball, III and Margaret S. Ball, husband and wife, the record owner and to the party or parties in possession of the subject premises as follows: the property is two vacant lots, by Certified Mail with Return Receipt Requested, on November 22, 1988, at least ten (10) days before the commencement of publication of the Notice of Sale.

FURTHER AFFIANT SAYETH NAUGHT.

JOHN C. PATTON

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was subscribed and sworn to before me by JOHN C. PATTON on January 4, 1989.

Witness my hand and official seal.

Monica L Lincoln
Notary Public

MONICA L. LINCOLN - Notary Public
County of Laramie State of Wyoming
My Commission expires June 30, 1991

My Commission expires:

A F F I D A V I T

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

I, John C. Patton, being first duly sworn upon my oath, depose and states as follows:

1. That he is an Attorney at Law and has been admitted to practice in the State of Wyoming, is a member of the firm of McNIFF and PATTON, and is a resident of the State of Wyoming.

2. That this Affidavit is being filed pursuant to the provisions of §34-4-112, Wyoming Statutes, 1977, and has been filed with the sheriff below named.

3. That on January 4, 1989, he caused a Mortgage to be foreclosed in Sublette County, Wyoming and that the mortgaged premises were sold by the Sheriff of Sublette County at 10:00 a.m. on said date.

4. That there is no agreement, express or implied, between himself and his client, First Wyoming Bank - Big Piney, nor between himself and any other person for any sharing or division of the $360.00 fee which was charged for said foreclosure except with partners of McNIFF and PATTON or other attorneys as they may hire to participate in the foreclosure action.

5. That the mortgage referred to was given by Frank D. Ball, III and Margaret S. Ball, husband and wife, to First Wyoming Bank, N.A. Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, for the following described real property:

> Lots 1, & 2, Block 5, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

which mortgage was recorded on May 31, 1984, in Book 42 mtg, Page 5, in the Office of the County Clerk and Ex-Officio

Register of Deeds of Sublette County, Wyoming.

FURTHER AFFIANT SAYETH NAUGHT.

JOHN C. PATTON

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was subscribed and sworn to before me by JOHN C. PATTON on January 4, 1989.

Witness my hand and official seal.

Notary Public

MONICA L. LINCOLN - Notary Public
County of Laramie State of Wyoming
My Commission expires June 30, 1991

My Commission expires:

591

UBLICATION

from page 22

NOTICE OF FORECLOSURE SALE

Default having been made in the conditions of that certain Mortgage deed dated May 22, 1984, given by Frank D. Ball, III and Margaret S. Ball, husband and wife, Mortgagor, to First Wyoming Bank, N.A. - Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, to secure the payment of one certain Promissory Note of even date therewith, which Mortgage embraced the following described real property to-wit:

Lots 1, & 2, Block 5, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming,

which Mortgage was on May 31, 1984, duly recorded in Book 2 Mtg. Page 5, in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming. That the note is [illegible]

WHEREAS, the default in said Mortgage has occurred by reason of the failure of the Mortgagor to [illegible] interest due thereon when the same became due and payable, and said Mortgage contained a power of sale to the effect that a default occurring in the conditions thereof will authorize the Mortgagee or its assigns at law or their option to declare the debt secured thereby to be due and payable and proceed according to law to advertise and sell said property to satisfy the same; and

WHEREAS, no suit or proceeding has been instituted at law to recover the debt remaining secured by said Mortgage, or any part thereof; and First Wyoming Bank - Big Piney is the owner of said Note and Mortgage; and

WHEREAS, written notice of intent to foreclose the Mortgage by advertisement and sale has been served upon the record owner and party in possession;

NOW, THEREFORE, Notice is hereby given that the above described real property will be offered for sale and sold by the Sheriff of Sublette County, Wyoming, or his Deputy, to the highest bidder for cash at public venue at the front steps of the Sublette County Courthouse, Pinedale, Wyoming, at the hour of 10:00 a.m. on January 4, 1989; There is due and owing as of December 8, 1988, the date of this notice, the sum of $19,571.18. Such sum will continue to accrue interest, late charges, and any other penalties as provided by the mortgage, all to the date of sale, and additionally there shall be added to the indebtedness all costs and attorney's fees associated with the foreclosure.

DATED December 8, 1988.

First Wyoming Bank - Big Piney,
Mortgagee
c/o McNiff & Patton
Attorneys at Law
P.O. Box 945
Cheyenne, Wyoming 82003

Publish in the Pinedale Roundup December 8, 15, 22, 29, 1988.

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

I, ... Todd Adams .....[illegible], being first dully sworn, deposes and says that he is the Editor of The Pinedale Roundup, a weekly newspaper published at Pinedale, in said County and State, that the annexed notice was published in.....4.....consecutive issues of said paper and not in a supplement, the first publication thereof being of the...8....day of .....Dec....., 19..88.and the last publication thereof on the...29....day of.....Dec....,19..88

Todd Adams

Subscribed in my presence and sworn to before me this .....29..... day of .....Dec....., 19..88

Diney Brunetty
Notary Public

My Commission expires October 7, 1990

Diney Brunette
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires
Oct. 7, 1990

NOTICE OF INTENT TO FORECLOSE MORTGAGE

TO:

Frank D. Ball, III
Margaret S. Ball
P.O. Box 788
Big Piney, WY 83118-0788

TAKE NOTICE that pursuant to applicable Wyoming Statutes, and in particular Wyoming Statutes (1977) §34-4-103, you are hereby notified that First Wyoming Bank - Big Piney, Mortgagee, intends to foreclose by advertisement and sale that certain mortgage given and executed by Frank D. Ball, III and Margaret S. Ball, husband and wife to secure a Mortgage Note given and executed by Frank D. Ball, III and Margaret S. Ball, husband and wife. Said note and mortgage was given and executed on May 22, 1984 and recorded on May 31, 1984, in Book 42 mtg, Page 5, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, to First Wyoming Bank, N.A. Big Piney n/k/a First Wyoming Bank - Big Piney. The Note is in default with the date of the last payment being July 16, 1987. There is due and owing as of December 8, 1988 the sum of $19,571.18. Such sum will continue to accrue interest, late charges, and any other penalties as provided by the mortgage, all to the date of sale, and additionally there shall be added to the indebtedness all costs and attorney's fees associated with the foreclosure.

THIS NOTICE is sent to you as the record owner and/or the person in possession of the mortgaged premises described as:

Lots 1, & 2, Block 5, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

by certified mail, with return receipt requested, mailed to your last known address ten (10) days before the commencement of the publication of the Notice of Sale.

THE DATE of first publication of Notice of Foreclosure Sale will be December 8, 1988, and sale of said premises will be conducted by the Sheriff of Sublette County, Wyoming, on January 4, 1989, at 10:00 a.m., at the front steps of the Sublette County Courthouse, Pinedale, Wyoming.

DATED this 22 day of November, 1988.

First Wyoming Bank - Big Piney

By: _____

JOHN C. PATTON
of McNIFF & PATTON
1920 Thomes Ave., Suite 600
P. O. Box 945
Cheyenne, Wyoming 82001
Attorney for Mortgagee

● SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. (Extra charge) 2. ☐ Restricted Delivery (Extra charge)

3. Article Addressed to:
Frank D. Ball, III
Margaret S. Ball
P.O. Box 788
Big Piney, WY 83118-0788

4. Article Number P 909 310 240
Type of Service:
☐ Registered ☐ Insured
☑ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Address
X Frank D. Ball

6. Signature — Agent
X

7. Date of Delivery
11-25-88

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

SHERIFF'S CERTIFICATE OF PURCHASE
AT FORECLOSURE SALE

THIS CERTIFICATE made on this 4th day of January, 1989, by Sheriff of Sublette County, State of Wyoming, to First Wyoming Bank - Big Piney of P.O. Box 428, Big Piney, WY 83113-0428

W I T N E S S E T H:

WHEREAS, a Mortgage was executed by Frank D. Ball, III and Margaret S. Ball, husband and wife on May 22, 1984, to First Wyoming Bank, N.A. Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, for the following described real property:

Lot 1, Block 7, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

which Mortgage was on May 31, 1984, duly recorded in Book 42 mtg, Page 21, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming.

WHEREAS, a delinquency in payments occurred, pursuant to provisions of said Mortgage and the said First Wyoming Bank - Big Piney, Mortgagee, did elect to accelerate and declare the power of sale contained in said Mortgage to be operative; that pursuant to the provisions of Wyoming Statutes, 1977, §34-4-101 through §34-4-113, I, Jack N. Cain, do hereby certify that that property is situated in Sublette County, Wyoming, and more particularly described above, and was duly advertised in the Pinedale Roundup, a newspaper of general circulation in Sublette County, Wyoming, for four (4) consecutive weeks, to-wit: December 8, 15, 22, 29, 1988 , and is more fully shown by the Affidavit of Publication attached hereto; and

THAT said property was sold in one parcel at public vendue in accordance with the Notice of Foreclosure Sale at the date and time set forth, to-wit: January 4, 1989 at 10:00 a.m.. Said sale was made by me, and the above described property was sold to: First Wyoming Bank - Big Piney, in the sum of $ 9,000.00 ; and

THAT by virtue of said sale and purchase, the payment of said money as aforesaid by said Purchaser, and the authority vested in me thereby and by law, I hereby give and grant this, my Certificate of Sale, to: First Wyoming Bank - Big Piney, of P.O. Box 428, Big Piney, WY 83113-0428, and do hereby certify that said Purchaser will be entitled to a Sheriff's Deed of such lands and tenements at the expiration of 3 months and thirty (30) days from the date of this sale, unless the same shall have been redeemed prior to that date as provided by law, and that I will give and grant unto the said First Wyoming Bank - Big Piney, its successors or assigns, a Deed conveying said property as provided by law.

223294

RECORDED Jan. 10 19 89 9:45 A.M.
IN BOOK 54 Misc. PAGE 594
FEES $ 18.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of January, 1989.

SHERIFF OF Sublette COUNTY,
STATE OF WYOMING
Jack N. Cam - Sheriff
by: Hank W. Ruland Undersheriff

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

On this 4th day of January, 1989, before me personally appeared Hank W. Ruland, to me personally known, who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed for the purposes therein set forth.

Witness my hand and official seal.

FAYE HAMMONS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 22, 1991

Faye Hammons
Notary Public

My Commission expires: 11/22/1991

A F F I D A V I T

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

I, John C. Patton, being duly sworn upon my oath, state;

1. That I am an attorney duly admitted to practice law in the State of Wyoming.

2. That I am a member of the firm of McNIFF and PATTON, attorneys for First Wyoming Bank - Big Piney.

3. That I caused a Notice of Intent to Foreclose Mortgage by advertisement and sale to be sent to Frank D. Ball, III and Margaret S. Ball, husband and wife, the record owner and to the party or parties in possession of the subject premises as follows: Joseph W. Sage and Julie L. Sage, by Certified Mail with Return Receipt Requested, on November 22, 1988, at least ten (10) days before the commencement of publication of the Notice of Sale.

FURTHER AFFIANT SAYETH NAUGHT.

JOHN C. PATTON

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was subscribed and sworn to before me by JOHN C. PATTON on January 4, 1989.

Witness my hand and official seal.

Monica L Lincoln
Notary Public

MONICA L. LINCOLN - Notary Public
County of Laramie State of Wyoming
My Commission expires June 30, 1991

My commission expires:

A F F I D A V I T

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

I, John C. Patton, being first duly sworn upon my oath, depose and states as follows:

1. That he is an Attorney at Law and has been admitted to practice in the State of Wyoming, is a member of the firm of McNIFF and PATTON, and is a resident of the State of Wyoming.

2. That this Affidavit is being filed pursuant to the provisions of §34-4-112, Wyoming Statutes, 1977, and has been filed with the sheriff below named.

3. That on January 4, 1989, he caused a Mortgage to be foreclosed in Sublette County, Wyoming and that the mortgaged premises were sold by the Sheriff of Sublette County at 10:00 a.m. on said date.

4. That there is no agreement, express or implied, between himself and his client, First Wyoming Bank - Big Piney, nor between himself and any other person for any sharing or division of the $360.00 fee which was charged for said foreclosure except with partners of McNIFF and PATTON or other attorneys as they may hire to participate in the foreclosure action.

5. That the mortgage referred to was given by Frank D. Ball, III and Margaret S. Ball, husband and wife, to First Wyoming Bank, N.A. Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, for the following described real property:

Lot 1, Block 7, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

which mortgage was recorded on May 31, 1984, in Book 42 mtg, Page 21, in the Office of the County Clerk and Ex-Officio

Register of Deeds of Sublette County, Wyoming.

FURTHER AFFIANT SAYETH NAUGHT.

JOHN C. PATTON

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was subscribed and sworn to before me by JOHN C. PATTON on January 4, 1989.

Witness my hand and official seal.

Monica L Lincoln
Notary Public

MONICA L. LINCOLN - Notary Public
County of Laramie State of Wyoming
My Commission expires June 30, 1991

My Commission expires:

NOTICE OF INTENT TO FORECLOSE MORTGAGE

TO:

Frank D. Ball, III
Margaret S. Ball
P.O. Box 788
Big Piney, WY 83118-0788

Joseph W. Sage, Jr.
Julie L. Sage
P.O. Box 93
Big Piney, WY 83118

TAKE NOTICE that pursuant to applicable Wyoming Statutes, and in particular Wyoming Statutes (1977) §34-4-103, you are hereby notified that First Wyoming Bank - Big Piney, Mortgagee, intends to foreclose by advertisement and sale that certain mortgage given and executed by Frank D. Ball, III and Margaret S. Ball, husband and wife to secure a Mortgage Note given and executed by Frank D. Ball, III and Margaret S. Ball, husband and wife. Said note and mortgage was given and executed on May 22, 1984 and recorded on May 31, 1984, in Book 42 mtg, Page 21, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, to First Wyoming Bank, N.A. Big Piney n/k/a First Wyoming Bank - Big Piney. The Note is in default with the date of the last payment being July 16, 1987. There is due and owing as of December 8, 1988 the sum of $12,443.35. Such sum will continue to accrue interest, late charges, and any other penalties as provided by the mortgage, all to the date of sale, and additionally there shall be added to the indebtedness all costs and attorney's fees associated with the foreclosure.

THIS NOTICE is sent to you as the record owner and/or

600

the person in possession of the mortgaged premises described as:

Lot 1, Block 7, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

by certified mail, with return receipt requested, mailed to your last known address ten (10) days before the commencement of the publication of the Notice of Sale.

THE DATE of first publication of Notice of Foreclosure Sale will be December 8, 1988, and sale of said premises will be conducted by the Sheriff of Sublette County, Wyoming, on January 4, 1989, at 10:00 a.m., at the front steps of the Sublette County Courthouse, Pinedale, Wyoming.

DATED this 22 day of [illegible], 1988.

First Wyoming Bank - Big Piney

JOHN C. PATTON
of McNIFF & PATTON
1920 Thomes Ave., Suite 600
P. O. Box 945
Cheyenne, Wyoming 82001
Attorney for Mortgagee

SENDER: Complete items 1 and 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. (Extra charge)
2. ☐ Restricted Delivery (Extra charge)

3. Article Addressed to:

Frank D. Ball, III
Margaret S. Ball
P.O. Box 788
Big Piney, WY 83118-0788

4. Article Number P 909 310 239

Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

8. Addressee's Address (ONLY if requested and fee paid)

5. Signature — Address
X Frank D. Ball III

6. Signature — Agent
X

7. Date of Delivery
11-25-88

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. (Extra charge)
2. ☐ Restricted Delivery (Extra charge)

3. Article Addressed to:

Joseph W. Sage, Jr.
Julie L. Sage
Box 93
Big Piney, WY 83113

4. Article Number P 909 310 245

Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

8. Addressee's Address (ONLY if requested and fee paid)

5. Signature — Address
X Joseph W. Sage Jr.

6. Signature — Agent
X

7. Date of Delivery
11-25-88

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

SHERIFF'S CERTIFICATE OF PURCHASE
AT FORECLOSURE SALE

THIS CERTIFICATE made on this 4th day of January, 1989, by Sheriff of Sublette County, State of Wyoming, to First Wyoming Bank - Big Piney of P.O. Box 428, Big Piney, WY 83113-0428

W I T N E S S E T H:

WHEREAS, a Mortgage was executed by Frank D. Ball, III and Margaret S. Ball, husband and wife on May 22, 1984, to First Wyoming Bank, N.A. Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, for the following described real property:

Lot 5, Block 6, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

which Mortgage was on May 31, 1984, duly recorded in Book 42 mtg, Page 17, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming.

WHEREAS, a delinquency in payments occurred, pursuant to provisions of said Mortgage and the said First Wyoming Bank - Big Piney, Mortgagee, did elect to accelerate and declare the power of sale contained in said Mortgage to be operative; that pursuant to the provisions of Wyoming Statutes, 1977, §34-4-101 through §34-4-113, I, Jack D. Cain, do hereby certify that that property is situated in Sublette County, Wyoming, and more particularly described above, and was duly advertised in the Pinedale Roundup, a newspaper of general circulation in Sublette County, Wyoming, for four (4) consecutive weeks, to-wit: December 8, 15, 22, 29, 1988 , and is more fully shown by the Affidavit of Publication attached hereto; and

THAT said property was sold in one parcel at public vendue in accordance with the Notice of Foreclosure Sale at the date and time set forth, to-wit: January 4, 1989 at 10:00 a.m.. Said sale was made by me, and the above described property was sold to: First Wyoming Bank - Big Piney, in the sum of $ 8,500.00 ; and

THAT by virtue of said sale and purchase, the payment of said money as aforesaid by said Purchaser, and the authority vested in me thereby and by law, I hereby give and grant this, my Certificate of Sale, to: First Wyoming Bank - Big Piney, of P.O. Box 428, Big Piney, WY 83113-0428, and do hereby certify that said Purchaser will be entitled to a Sheriff's Deed of such lands and tenements at the expiration of 3 months and thirty (30) days from the date of this sale, unless the same shall have been redeemed prior to that date as provided by law, and that I will give and grant unto the said First Wyoming Bank - Big Piney, its successors or assigns, a Deed conveying said property as provided by law.

223295

RECORDED Jan. 10 1989 9:45A M
IN BOOK 54 Misc. PAGE 602
FEES $ 18.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Kay

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of January, 1989.

SHERIFF OF Sublette COUNTY,
STATE OF WYOMING
JACK N. CAIN - Sheriff
by: Hank W. Ruland undersheriff

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

On this 4th day of January, 1989, before me personally appeared Hank W. Ruland, to me personally known, who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed for the purposes therein set forth.

Witness my hand and official seal.

FAYE HAMMONS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 22, 1991

Faye Hammons
Notary Public

My Commission expires: 11/22/1991

A F F I D A V I T

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

I, John C. Patton, being duly sworn upon my oath, state;

1. That I am an attorney duly admitted to practice law in the State of Wyoming.

2. That I am a member of the firm of McNIFF and PATTON, attorneys for First Wyoming Bank - Big Piney.

3. That I caused a Notice of Intent to Foreclose Mortgage by advertisement and sale to be sent to Frank D. Ball, III and Margaret S. Ball, husband and wife, the record owner and to the party or parties in possession of the subject premises as follows: the property is a vacant lot, by Certified Mail with Return Receipt Requested, on November 22, 1988, at least ten (10) days before the commencement of publication of the Notice of Sale.

FURTHER AFFIANT SAYETH NAUGHT.

JOHN C. PATTON

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was subscribed and sworn to before me by JOHN C. PATTON on January 4, 1989.

Witness my hand and official seal.

Monica L Lincoln
Notary Public

MONICA L. LINCOLN - Notary Public
County of Laramie State of Wyoming
My Commission expires June 30, 1991

My commission expires:

A F F I D A V I T

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

I, John C. Patton, being first duly sworn upon my oath, depose and states as follows:

1. That he is an Attorney at Law and has been admitted to practice in the State of Wyoming, is a member of the firm of McNIFF and PATTON, and is a resident of the State of Wyoming.

2. That this Affidavit is being filed pursuant to the provisions of §34-4-112, Wyoming Statutes, 1977, and has been filed with the sheriff below named.

3. That on January 4, 1989, he caused a Mortgage to be foreclosed in Sublette County, Wyoming and that the mortgaged premises were sold by the Sheriff of Sublette County at 10:00 a.m. on said date.

4. That there is no agreement, express or implied, between himself and his client, First Wyoming Bank - Big Piney, nor between himself and any other person for any sharing or division of the $360.00 fee which was charged for said foreclosure except with partners of McNIFF and PATTON or other attorneys as they may hire to participate in the foreclosure action.

5. That the mortgage referred to was given by Frank D. Ball, III and Margaret S. Ball, husband and wife, to First Wyoming Bank, N.A. Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, for the following described real property:

> Lot 5, Block 6, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

which mortgage was recorded on May 31, 1984, in Book 42 mtg, Page 17, in the Office of the County Clerk and Ex-Officio

Register of Deeds of Sublette County, Wyoming.

FURTHER AFFIANT SAYETH NAUGHT.

JOHN C. PATTON

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was subscribed and sworn to before me by JOHN C. PATTON on January 4, 1989.

Witness my hand and official seal.

Monica L Lincoln
Notary Public

MONICA L. LINCOLN - Notary Public
County of Laramie State of Wyoming
My Commission expires June 30, 1991

My Commission expires:

PUBLICATION

NOTICE OF FORECLOSURE SALE

Default having been made in the conditions of that certain Mortgage deed dated May 22, 1984, given by Frank D. Ball, III and Margaret S. Ball, husband and wife, Mortgagor, to First Wyoming Bank, N.A. - Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, to secure the payment of one certain Promissory Note of even date therewith, which Mortgage embraces the following described real property to-wit:

Lot 5, Block 6, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

which Mortgage was on May 31, 1984, duly recorded in Book 42 Mtg, Page 17, in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming. That the note is in default; and

WHEREAS, the default in said Mortgage has occurred by reason of the failure of the Mortgagor or assignees to pay the principal and the interest due thereon when the same became due and payable and said Mortgage contained a power of sale to the effect that a default occurring in the conditions thereof will authorize the Mortgagee or its assigns at its or their option to declare the debt secured thereby to be due and payable and proceed according to law to advertise and sell said property to satisfy the same; and

WHEREAS, no suit or proceeding has been instituted at law to recover the debt remaining secured by said Mortgage, or any part thereof; and First Wyoming Bank - Big Piney is the owner of said Note and Mortgage; and

WHEREAS, written notice of intent to foreclose the Mortgage by advertisement and sale has been served upon the record owner and party in possession;

NOW, THEREFORE, Notice is hereby given that the above described real property will be offered for sale and sold by the Sheriff of Sublette County, Wyoming, or his Deputy, to the highest bidder for cash at public venue at the front steps of the Sublette County Courthouse, Pinedale, Wyoming, at the hour of 10:00 a.m., on January 4, 1989; There is due and owing as of December 8, 1988. the date of this notice, the sum of $12,457.96. Such sum will continue to accrue interest, late charges, and any other penalties as provided by the mortgage, all to the date of sale, and additionally there shall be added to the indebtedness all

continued on the next page

from the preceding page

costs and attorney's fees associated with the foreclosure.

DATED December 8, 1988.

First Wyoming Bank - Big Piney,
Mortgagee
c/o McNiff & Patton
Attorneys at Law
P.O. Box 945
Cheyenne, Wyoming 82003

Publish in the Pinedale Roundup December 8, 15, 22, 29, 1988.

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

I, ... Todd Adams ....., being first dully sworn, deposes and says that he is the Editor of The Pinedale Roundup, a weekly newspaper published at Pinedale, in said County and State, that the annexed notice was published in.....4.....consecutive issues of said paper and not in a supplement, the first publication thereof being of the...8....day of .....Dec....., 1988 and the last publication thereof on the...29....day of.....Dec...., 19.88

Todd Adams

Subscribed in my presence and sworn to before me this .....29..... day of .....Dec....., 19.88.

Nancy Brunette
Notary Public

My Commission expires October 7, 1990

Nancy Brunette
County of Sublette
My Commission Expires
Notary Public
State of Wyoming
Oct. 7, 1990

NOTICE OF INTENT TO FORECLOSE MORTGAGE

TO:

Frank D. Ball, III
Margaret S. Ball
P.O. Box 788
Big Piney, WY 83118-0788

TAKE NOTICE that pursuant to applicable Wyoming Statutes, and in particular Wyoming Statutes (1977) §34-4-103, you are hereby notified that First Wyoming Bank - Big Piney, Mortgagee, intends to foreclose by advertisement and sale that certain mortgage given and executed by Frank D. Ball, III and Margaret S. Ball, husband and wife to secure a Mortgage Note given and executed by Frank D. Ball, III and Margaret S. Ball, husband and wife. Said note and mortgage was given and executed on May 22, 1984 and recorded on May 31, 1984, in Book 42 mtg, Page 17, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, to First Wyoming Bank, N.A. Big Piney n/k/a First Wyoming Bank - Big Piney. The Note is in default with the date of the last payment being July 16, 1987. There is due and owing as of December 8, 1988 the sum of $12,457.96. Such sum will continue to accrue interest, late charges, and any other penalties as provided by the mortgage, all to the date of sale, and additionally there shall be added to the indebtedness all costs and attorney's fees associated with the foreclosure.

THIS NOTICE is sent to you as the record owner and/or the person in possession of the mortgaged premises described as:

Lot 5, Block 6, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

by certified mail, with return receipt requested, mailed to your last known address ten (10) days before the commencement of the publication of the Notice of Sale.

THE DATE of first publication of Notice of Foreclosure Sale will be December 8, 1988, and sale of said premises will be conducted by the Sheriff of Sublette County, Wyoming, on January 4, 1989, at 10:00 a.m., at the front steps of the Sublette County Courthouse, Pinedale, Wyoming.

DATED this 22 day of November, 1988.

First Wyoming Bank - Big Piney

By: _____

JOHN C. PATTON
of McNIFF & PATTON
1920 Thomes Ave., Suite 600
P. O. Box 945
Cheyenne, Wyoming 82001
Attorney for Mortgagee

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. *(Extra charge)* 2. ☐ Restricted Delivery *(Extra charge)*

3. Article Addressed to:
Frank D. Ball, III
Margaret S. Ball
P.O. Box 788
Big Piney, WY 83118-0788

4. Article Number
P 109 310 243

Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Address
X Frank D Ball

6. Signature — Agent
X

7. Date of Delivery
11-25-88

8. Addressee's Address *(ONLY if requested and fee paid)*

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

December 15,1988

I Gordon Moore sole owner of Lincoln Oil acknowledge the sale of all storage tanks and fuel pumps located at John,s tandard Service, to Ava Davis of Big Piney, yoming.

McGINSHAN Edition 1ST
Block 20
Lots 7 8 9 10

Sincerely,
Gordon Moore
Gordon Moore

Witness my hand this 9th day of January, 1988.

Signed Gen Wagstaff

Subscribed and sworn to before me this 9th day of January 1989

Gerri A. Wagstaff Notary Public
County of Uinta State of Wyoming
My Commission Expires Apr. 29, 1992

223308

RECORDED January 10 19 89 12:05P
IN BOOK White 54 PAGE 610
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

THE STATE OF WYOMING)
: ss.
COUNTY OF SWEETWATER)

IN THE DISTRICT COURT
THIRD JUDICIAL DISTRICT
PROBATE NO. P 85-86

IN THE MATTER OF THE CONSERVATORSHIP)
)
OF T. J. ALLEN CLINTON, a Minor.)

DECREE AND SETTLEMENT OF ANNUAL ACCOUNT

Ramona Clinton, conservator and guardian of the estate of T. J. Allen Clinton, minor, having heretofore presented and filed herein a full account and report of her guardianship of said estate, which accounting was a first and final accounting; and said account coming on this day regularly to be heard, proof having been made to the satisfaction of the Court that notice of the hearing of said account 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 account is in all respects true and correct; that no one has appeared to object to or contest said account; and that all of the assets of said estate have been fully accounted for.

2. That said T. J. Allen Clinton attained the age of 19 years on January 4, 1989, and is no longer a minor child.

3. That petitioner has, during to administration of said estate, petitioned this Court for authority to sell certain real property of said estate, as follows:

Undivided 1/2 interest in and to Lot 4 of the Billy Goat Subdivision of Sweetwater County, Wyoming, to Mario and Cora K. Botello	$ 1,250.00
Undivided 1/2 interest in and to Lot 8 of the Billy Goat Subdivision in Section 20, Township 20 North, Range 105 West of the 6th P. M., Sweetwater County, Wyoming, to Billie L. & Helen M. Cronk, an undivided 1/2 interest as tenants by the entireties, and Leslie C. & Donna A. Hargrove, an undivided 1/2 interest as tenants by the entireties	$ 10,000.00

said sales were made for the appraised prices, subject to expenses of sale, and were duly confirmed by this Court.

4. That petitioner has, during her administration of said estate as such guardian, performed various acts during the course of such administration; that said acts have been to the best interest of said estate and said minor; has sold certain personal property of said estate as follows:

WWII Colt .45 automatic pistol	$ 250.00
All coins in the estate	300.00

and that all actions of said guardian in connection with said guardianship should be allowed, authorized, approved and confirmed.

223360

RECORDED Jan 16 1989 1:00 P M
IN BOOK 54 Misc. PAGE 611
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

5. That Ramona Clinton, as guardian of the estate of said minor, and James and James, as attorneys for the guardian of said estate, have rendered and performed services, and said attorneys will incur recording costs in the sum of $30.00, in connection with said guardianship, for which they are entitled to compensation and reimbursement as provided by law, and that the expense of said compensation and reimbursement of costs should be defrayed out of the income of said minor.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the account of Ramona Clinton, as guardian of the estate of T. J. Allen Clinton, minor, be, and the same is, hereby approved, allowed and settled, and that the sale of personal property and all actions of said guardian during her administration of said estate, be, and the same are, hereby approved, ratified and confirmed.

IT IS FURTHER ORDERED that Ramona Clinton, as guardian of the estate of T. J. Allen Clinton, be allowed the sum of $ 500 00 for compensation for her services as such guardian, and that James and James, as attorneys for the guardian of the estate of said minor, be allowed the sum of $ 1500 00 as compensation for their services, and the sum of $30.00 as reimbursement of recording costs, as such attorneys.

IT IS FURTHER ORDERED that said guardian distribute, convey and set over to T. J. Allen Clinton all of the residue and remainder of said estate consisting of the following:

REAL PROPERTY:

In Township 36 North, Range 110 West of the 6th Principal Meridian, Sublette County, Wyoming:

Section 8: NE¼SE¼
Section 9: NW¼NW¼

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 further subject to prior reservations for road easements, in the names of Ramona Clinton and T. J. Allen Clinton

An undivided one-half (1/2) interest in and to the following real and personal property:

A piece, parcel or tract of land, situate in the Northwest Quarter (NW¼) of Section Twenty-six (26), Township Nineteen (19) North, Range One Hundred Five (105) West of the Sixth Principal Meridian, Sweetwater County, Wyoming, and more particularly described as follows: Beginning at a point on the easterly right of way line of U.S. Highway 187, from which the northwest corner of Section 26, Township 19 North, Range 105 West bears N. 33°13½' W., a distance of 1,588.26 feet; thence S. 65°08' E., a distance of 187.67 feet to a point on the northerly right of way line of the Mountain Fuel Supply Company's gas line; thence S. 56°30' W., and along the said northerly right of way line of the Mountain Fuel Supply Company's gas line a distance of 175.85 feet to a point; thence N. 65°08' W., a distance of 102.96 feet to a point on the easterly right of way line of said U.S. Highway 187; thence northeasterly on a 3°51'54" curve to the left, tangent at its point of beginning to a line whose bearing is N. 30°40' E., and along the easterly right of way line of U.S. Highway 187 a distance of 150.0 feet to the point of beginning, containing an area of .496 acres, more or less, and

A piece or parcel of land lying in the Northwest Quarter (NW¼) of Section Twenty-six (26), Township Nineteen (19) North, Range 105 West of the Sixth Principal Meridian, Sweetwater County, Wyoming, and being more particularly described as follows: Beginning at a point from whence the northwest corner of the said Section 26 bears N. 28°42'48" W., a distance of 1,666.18 feet, said point being on the easterly right of way line of U.S. Highway No. 187; thence S. 65°08' E., a distance of 102.96 feet to a point on the northwesterly boundary line of that certain tract of land heretofore conveyed to Mountain Fuel Supply Company for gas pipe and telephone lines by easement deed C.D. No. 17229 dated January 6, 1931; thence S. 56°30' W., and along the said northwesterly boundary line a distance of 164.05 feet to a point; thence N. 33°30' W., a distance of 39.86 feet to a point on the southeasterly right of way line of U.S. Highway No. 187; said right of way line being on a curved line to the left, the radius of which is 1482.69 feet, and at which point the tangent bears N. 35°18' E.; thence northeasterly and along the said southeasterly right of way line a distance of 120.0 feet to the point of beginning, containing 0.214 acres, more or less,

A parcel or tract of land, situate in the NE¼SW¼ of Section 20, Township 20 North, Range 105 West, 6th Principal Meridian, Sweetwater County, Wyoming, said parcel being more particularly described as follows: Beginning at a point on the East-West center line of the said Section 20, said point being located South 89°43' East a distance of 1972.8 feet from the West Quarter corner of the said section, and also 12 feet easterly from the center of the road at that point; thence continuing along the East-West center line of the section, South 89°43' East a distance of 668.8 feet, more or less, to the center of said Section 20; thence South 0°24' East a distance of 1033.0 feet; thence South 89°24' West a distance of 315.7 feet; thence North 21°32' West, parallel with and 12 feet easterly at a right angle from the center line of the road, a distance of 416.7 feet; thence North 17°38' West, parallel with the center of the road, a distance of 684.5 feet to the point of beginning, said parcel containing 11.93 acres, more or less, and

A parcel or tract of land, situate in the NE¼SW¼ of Section 20, Township 20 North, Range 105 West, 6th Principal Meridian, sweetwater County, Wyoming, said parcel being more particularly described as follows: Beginning at a point on the East-West center line of the said Section 20, said point being located South 89°43' East a distance of 1543.4 feet from the West Quarter corner of the section; thence continuing along the East-West center line of the section South 89°43' East a distance of 417.4 feet to a point; thene South 0°17' West a distance of 208.7 feet to a point; thence North 89°43' West a distance of 417.4 feet to a point; thence North 0°17' minutes East a distance of 208.7 feet to the point of beginning, said parcel containing 2 acres, more or less, and

A parcel or tract of land, sitaute in the E½SW¼ of Section 20, Township 20 North, Range 105 West, 6th Principal Meridian, Sweetwater County, Wyoming, said parcel being more particularly described as follows: Beginning at a point on the North-South center line of the said Section 20, said point being located South 89°43' East a distance of 2653.6 feet and South 0°24' East a distance of 1033 feet, said point also being the southeast corner of the tract conveyed to Ben Clinton by Harry Stassinos in 1971; thence continuing South 0°24' East along the North-South center line of the said Section 20, a distance of 818.2 feet, more or less, to a point which is located a distance of 12 feet easterly at a right angle from the center line of the road at that point; thence North 20°50' West, parallel with and 12 feet easterly from said road center line, a distance of 871.6 feet, more or less, to the southwest corner of the said Ben Clinton tract; thence North 89°24' East, along the south line of the said Ben Clinton tract, a distance of 315.7 feet to the point of beginning, said parcel containing 2.96 acres, more or less,

EXCEPTING FROM SAID THREE PARCELS OR TRACTS OF LAND OF THAT CERTAIN SUBDIVISION KNOWN AS BILLY GOAT SUBDIVISION, LOCATED IN SECTION 20, TOWNSHIP 20 NORTH, RANGE 105 WEST, 6TH PRINCIPAL MERIDIAN, SWEETWATER COUNTY, WYOMING, AND BEING LEGALLY DESCRIBED AS FOLLOWS, TO-WIT:

Beginning at the center quarter corner of said Section 20, said corner being S.89°52'51"E., 2647.41 feet from the west quarter corner of said Section 20; thence S.0°25'27" E., 1718.28 feet along the north-south centerline of said Section 20 to a point on the easterly right-of-way line of the county road known as the Yellowstone Road; thence N. 21°37'04"W., 979.49 feet along said right-of-way line to a point which is the beginning of a tangent curve to the right whose radius os 5679.58 feet; thence along said curve and said right-of-way line through a central angle of 3°47' an arc distance of 375.02 feet; thence N.17°50'04"W., 259.67 feet along said easterly right-of-way line to a point; thence N.89°52'51"W., 550.24 feet along a line parallel to and 208.70 feet from the east-west centerline of said Section 20; thence N.0°07'09"E., 208.70 feet to a point on the east-west centerline of said Section 20; thence S.89°52'51"E., 1104.01 feet along said east-west centerline to the point of beginning; excepting that portion of Yellowstone Road and property belonging to others beginning at the point of intersection of the easterly right-of-way line of said road with the east-west centerline of Section 20, said point being S.89°52'51"E., 2026.02 feet from the west quarter corner of Section 20; thence S.17°50'04"E., 219.38 feet along said right-of-way line; thence N.89°52'51"W., 132.84 feet along a line parallel to said east-west centerline; thence N.0°07'09"E., 85.55 feet to a point on the westerly right-of-way line of said road; thence N.17°50'04"W., 129.45 feet along said right-of-way to a point on the east-west centerline of said Section 20; thence S.89°52'51"E., 105.12 feet along said east-west centerline to the point of beginning. The above-described property contains 14.776 acres, more or less,

PERSONAL PROPERTY:

1977 Plymouth automobile, VIN RH23J7A129484

Cash in the Rock Springs National Bank: $ 26,904.27

Two (2) General Nathan Bedford Forrest
Colt Pistols

One (1) World War I Commemorative Colt .45
automatic pistol (The "Meuse-Argonne" Offensive")

One (1) WWI Commemorative Colt .45
automatic pistol ("The Battle Belleau Wood")

One (1) WWI Commemorative Colt .45
automatic pistol ("The 2nd Battle of the Marne")

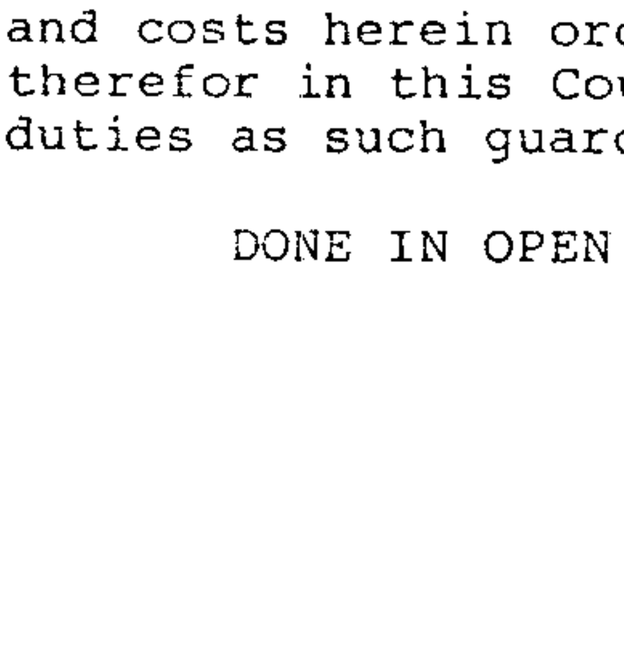
One (1) WWI Commemorative Colt .45
automatic pistol ("The Battle of Chateau-Thierry")

Set of two Butler .22 cal. short pistols
in case

IT IS FURTHER ORDERED that said guardian execute any and all assignments necessary to make said transfers; and that said guardian, upon the payment and delivery of said residue and remainder as herein ordered, and upon the payment of all remaining fees and costs herein ordered to be paid, and upon the filing of receipts therefor in this Court, be fully and finally released of her duties as such guardian and conservator.

DONE IN OPEN COURT this 11th day of January, 1989.

S/ Jere Ryckman
Jere Ryckman
District Judge



59

SHERIFF'S CERTIFICATE OF PURCHASE
AT FORECLOSURE SALE

THIS CERTIFICATE made on this 5th day of JANUARY, 1989, by Sheriff of Sublette County, State of Wyoming, to First Wyoming Bank - Big Piney of P.O. Box 428, Big Piney, WY 83113-0428

W I T N E S S E T H:

WHEREAS, a Mortgage was executed by Earl L. Preston and Donna J. Preston, husband and wife on December 30, 1986, to First Wyoming Bank, N.A. - Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, for the following described real property:

Lot 13, 14, 15, 16, and 17, Block 42, Marbleton Townsite, Sublette County, Wyoming.

which Mortgage was on December 30, 1986, duly recorded in Book 47 Mtg, Page 85, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming.

WHEREAS, a delinquency in payments occurred, pursuant to provisions of said Mortgage and the said First Wyoming Bank - Big Piney, Mortgagee, did elect to accelerate and declare the power of sale contained in said Mortgage to be operative; that pursuant to the provisions of Wyoming Statutes, 1977, §34-4-101 through §34-4-113, I, HANK RULAND, do hereby certify that that property is situated in Sublette County, Wyoming, and more particularly described above, and was duly advertised in the Pinedale Roundup, a newspaper of general circulation in Sublette County, Wyoming, for four (4) consecutive weeks, to-wit: December 8, 15, 22, 29, 1988 , and is more fully shown by the Affidavit of Publication attached hereto; and

THAT said property was sold in one parcel at public vendue in accordance with the Notice of Foreclosure Sale at the date and time set forth, to-wit: January 5, 1989 at 10:00 a.m.. Said sale was made by me, and the above described property was sold to: First Wyoming Bank - Big Piney, in the sum of $45,000.00; and

THAT by virtue of said sale and purchase, the payment of said money as aforesaid by said Purchaser, and the authority vested in me thereby and by law, I hereby give and grant this, my Certificate of Sale, to: First Wyoming Bank - Big Piney, of P.O. Box 428, Big Piney, WY 83113-0428, and do hereby certify that said Purchaser will be entitled to a Sheriff's Deed of such lands and tenements at the expiration of 3 months and thirty (30) days from the date of this sale, unless the same shall have been redeemed prior to that date as provided by law, and that I will give and grant unto the said First Wyoming Bank - Big Piney, its successors or assigns, a Deed conveying said property as provided by law.

223361

RECORDED Jan 16 1989 1:00 P M
IN BOOK 54 Misc. PAGE 616
FEES $18.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of January, 1989.

SHERIFF OF Sublette COUNTY,
STATE OF WYOMING

Hank Ruland - undersheriff

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

On this 5th day of January, 1989, before me personally appeared Hank Ruland, to me personally known, who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed for the purposes therein set forth.

Witness my hand and official seal.

Mary L. Lankford, County Clerk
Notary Public
by: Carol a. Cheney, Deputy

My Commission expires: Jan. 7, 1991

A F F I D A V I T

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

I, John C. Patton, being duly sworn upon my oath, state;

1. That I am an attorney duly admitted to practice law in the State of Wyoming.

2. That I am a member of the firm of McNIFF and PATTON, attorneys for First Wyoming Bank - Big Piney.

3. That I caused a Notice of Intent to Foreclose Mortgage by advertisement and sale to be sent to Earl L. Preston and Donna J. Preston, husband and wife, the record owner and to the party or parties in possession of the subject premises as follows: Donald B. Norris and Donna Chappell, by Certified Mail with Return Receipt Requested, on November 23, 1988, at least ten (10) days before the commencement of publication of the Notice of Sale.

FURTHER AFFIANT SAYETH NAUGHT.

JOHN C. PATTON

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was subscribed and sworn to before me by JOHN C. PATTON on January 5, 1989.

Witness my hand and official seal.

Monica L Lincoln
Notary Public

MONICA L. LINCOLN - Notary Public
County of Laramie State of Wyoming
My Commission expires June 30, 1991

My commission expires:

A F F I D A V I T

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

I, John C. Patton, being first duly sworn upon my oath, depose and states as follows:

1. That he is an Attorney at Law and has been admitted to practice in the State of Wyoming, is a member of the firm of McNIFF and PATTON, and is a resident of the State of Wyoming.

2. That this Affidavit is being filed pursuant to the provisions of §34-4-112, Wyoming Statutes, 1977, and has been filed with the sheriff below named.

3. That on January 5, 1989, he caused a Mortgage to be foreclosed in Sublette County, Wyoming and that the mortgaged premises were sold by the Sheriff of Sublette County at 10:00 a.m. on said date.

4. That there is no agreement, express or implied, between himself and his client, First Wyoming Bank - Big Piney, nor between himself and any other person for any sharing or division of the $360.00 fee which was charged for said foreclosure except with partners of McNIFF and PATTON or other attorneys as they may hire to participate in the foreclosure action.

5. That the mortgage referred to was given by Earl L. Preston and Donna J. Preston, husband and wife, to First Wyoming Bank, N.A. - Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, for the following described real property:

Lot 13, 14, 15, 16, and 17, Block 42, Marbleton Townsite, Sublette County, Wyoming.

which mortgage was recorded on December 30, 1986, in Book 47 Mtg, Page 85, in the Office of the County Clerk and

Ex-Officio Register of Deeds of Sublette County, Wyoming.

FURTHER AFFIANT SAYETH NAUGHT.

JOHN C. PATTON

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was subscribed and sworn to before me by JOHN C. PATTON on January 5, 1989.

Witness my hand and official seal.

Notary Public

MONICA L. LINCOLN - Notary Public
County of Laramie State of Wyoming
My Commission expires June 30, 1991

My commission expires:

DF PUBLICATION

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

I, ...Todd Adams..... being first dully sworn, deposes and says that he is the Editor of The Pinedale Roundup, a weekly newspaper published at Pinedale, in said County and State, that the annexed notice was published in.....4.....consecutive issues of said paper and not in a supplement, the first publication thereof being of the...5...day of .....Dec....., 1988 and the last publication thereof on the..29...day of.....Dec....., 1988.

Todd Adams

Subscribed in my presence and sworn to before me this .....29..... day of .....Dec....., 1988

Disney Brunette
Notary Public

My Commission expires October 7, 1990

Disney Brunette
County of Sublette
My Commission Expires
Notary Public
State of Wyoming
Oct. 7, 1990

NOTICE OF FORECLOSURE SALE

Default having been made in the conditions of that certain Mortgage deed dated December 30, 1986, given by Earl L. Preston and Donna J. Preston, husband and wife, Mortgagor, to First Wyoming Bank, N.A. - Big Piney n/k/a First Wyoming Bank - Big Piney, Mortgagee, to secure the payment of one certain Promissory Note of even date ther with, which Mortgage embraced the following described real property to-wit:

Lot 13, 14, 15, 16, and 17, Block 42, Marbleton Townsite, Sublette County, Wyoming.

which Mortgage was on December 30, 1986, duly recorded in Book 47 Mtg, Page 85, in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming. That the note is in default; and

WHEREAS, the default in said Mortgage has occurred by reason of the failure of the Mortgagor or assignees to pay the principal and the interest due thereon when the same became due and payable and said Mortgage contained a power of sale to the effect that a default occurring in the conditions thereof will authorize the Mortgagee or its assigns at its or their option to declare the debt secured thereby to be due and payable and proceed according to law to advertise and sell said property to satisfy the same; and

WHEREAS, no suit or proceeding has been instituted at law to recover the debt remaining secured by said Mortgage, or any part thereof; and First Wyoming Bank - Big Piney is the owner of said Note and Mortgage; and

WHEREAS, written notice of intent to foreclose the Mortgage by advertisement and sale has been served upon the record owner and party in possession;

NOW, THEREFORE, Notice is hereby given that the above described real property will be offered for sale and sold by the Sheriff of Sublette County, Wyoming, or his Deputy, to the highest bidder for cash at public venue at the front steps of the Sublette County Courthouse, Pinedale, Wyoming, at the hour of 10:00 a.m., on February 5, 1989. There is due and owing as of December 8, 1988, the date of this notice, the sum of $86,487.04. Such sum will continue to accrue interest, late charges, and any other penalties as provided by the mortgage, all to the date of sale, and additionally there shall be added to the indebtedness all costs and attorney's fees associated with the foreclosure.

DATED December 8, 1988.

First Wyoming Bank - Big Piney,
Mortgagee
c/o McNiff & Patton
Attorneys at Law
P.O. Box 945
Cheyenne, Wyoming 82003

Publish in the Pinedale Roundup December 8, 15, 22, 29, 1988.

NOTICE OF INTENT TO FORECLOSE MORTGAGE

TO:

Earl L. Preston
Donna J. Preston
P.O. Box 679
Big Piney, WY 83113

Donald B. Norris
General Delivery
Big Piney, WY 83113

Donna Chappell
P.O. Box 382
Big Piney, WY 83113

TAKE NOTICE that pursuant to applicable Wyoming Statutes, and in particular Wyoming Statutes (1977) §34-4-103, you are hereby notified that First Wyoming Bank - Big Piney, Mortgagee, intends to foreclose by advertisement and sale that certain mortgage given and executed by Earl L. Preston and Donna J. Preston, husband and wife to secure a Mortgage Note given and executed by Earl L. Preston and Donna J. Preston, husband and wife. Said note and mortgage was given and executed on December 30, 1986 and recorded on December 30, 1986, in Book 47 Mtg, Page 85, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, to First Wyoming Bank, N.A. - Big Piney n/k/a First Wyoming Bank - Big Piney. The Note is in default with the date of the last payment being July 29, 1988. There is due and owing as of December 8, 1988 the sum of $86,487.04. Such sum will continue to accrue interest, late charges, and any other penalties as provided by the mortgage, all to the date of sale, and additionally there shall be added to the indebtedness all costs and attorney's

fees associated with the foreclosure.

THIS NOTICE is sent to you as the record owner and/or the person in possession of the mortgaged premises described as:

Lot 13, 14, 15, 16, and 17, Block 42, Marbleton Townsite, Sublette County, Wyoming.

by certified mail, with return receipt requested, mailed to your last known address ten (10) days before the commencement of the publication of the Notice of Sale.

THE DATE of first publication of Notice of Foreclosure Sale will be December 8, 1988, and sale of said premises will be conducted by the Sheriff of Sublette County, Wyoming, on January 5, 1989, at 10:00 a.m., at the front steps of the Sublette County Courthouse, Pinedale, Wyoming.

DATED this 23rd day of November, 1988.

First Wyoming Bank - Big Piney

By: _____

JOHN C. PATTON
of McNIFF & PATTON
1920 Thomes Ave., Suite 600
P. O. Box 945
Cheyenne, Wyoming 82001
Attorney for Mortgagee

SENDER: Complete items 1 and 3 and 4.
Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted delivery (Extra charge)

3. Article Addressed to:

Donald B. Norris
General Delivery
Big Piney, WY 83113

4. Article Number
P 908 330 237

Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

8. Addressee's Address (ONLY if requested and fee paid)

5. Signature — Address
X _____

6. Signature — Agent
X _____

7. Date of Delivery NOV 25 1988

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 3 and 4.
Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted delivery (Extra charge)

3. Article Addressed to:

Earl L. Preston
Donna J. Preston
P.O. Box 679
Big Piney, WY 83113-0679

4. Article Number
P 908 330 236

Type of Service:
☐ Registered ☐ Insured
☐ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

8. Addressee's Address (ONLY if requested and fee paid)

5. Signature — Address
X _____

6. Signature — Agent
X _____

7. Date of Delivery NOV 25 1988

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 3 and 4.
Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted delivery (Extra charge)

3. Article Addressed to:

Donna Chappell
P.O. Box 382
Big Piney, WY 83113

4. Article Number
P 908 330 235

Type of Service:
☐ Registered ☐ Insured
☐ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

8. Addressee's Address (ONLY if requested and fee paid)

5. Signature — Address
X _____

6. Signature — Agent
X _____

7. Date of Delivery NOV 25 1988

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

Record & Return to:
Dan Mordhorst
P.O. Box 701342
Tulsa, OK 74170

INDEX ON: Lots 5 to 16, inclusive, Sec. 7 T28N R113W; all of Sec. 1 T28N R114W; SE/4 of Sec. 32 T29N R113W, of 6th Principal Meridian, Wyoming containing 1,159.20 acres; Sublette County, WY

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

I, Donna J. Powell, Clerk of the District Court in and for the County of Weld and State of Colorado, do hereby certify the within and foregoing to be a full, true and correct copy of the

1) Petition for Probate of Will and for Letters Testamentary or with Will annexed, and Affidavit of decease,

2) Last Will and Testament,

3) Order Admitting Will to Probate, and

4) Decree of Final Settlement and Order of Discharge

entered of record in case no. P-9624, in the matter of the Estate of HARRY W. FARR, Deceased, as the same appears from the records and files now in my office properly remaining.

I further certify that probate was formal and that the decedent was domiciled in this state.

223378

RECORDED Jan. 18 19 89 8:35 AM
IN BOOK 54 Misc. PAGE 624
FEES $24.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

IN TESTIMONY WHEREOF, I have set my hand and affixed the Seal of this Court at my office in Greeley, Weld County, Colorado, this 9th day of January, 19 89.

DONNA J. POWELL
Clerk of the District Court

by: Deputy.

[redacted]

Volume Order Book [redacted]

Decretal No. [redacted]

estate, and have fully performed their duties as such and as provided by law.

IT IS [illegible] said Final [illegible] and all [illegible] William D. Parr [illegible] Ralph W. Parr, [illegible] discharged of [illegible] and the said [illegible] all things fully finished, [illegible] Court.

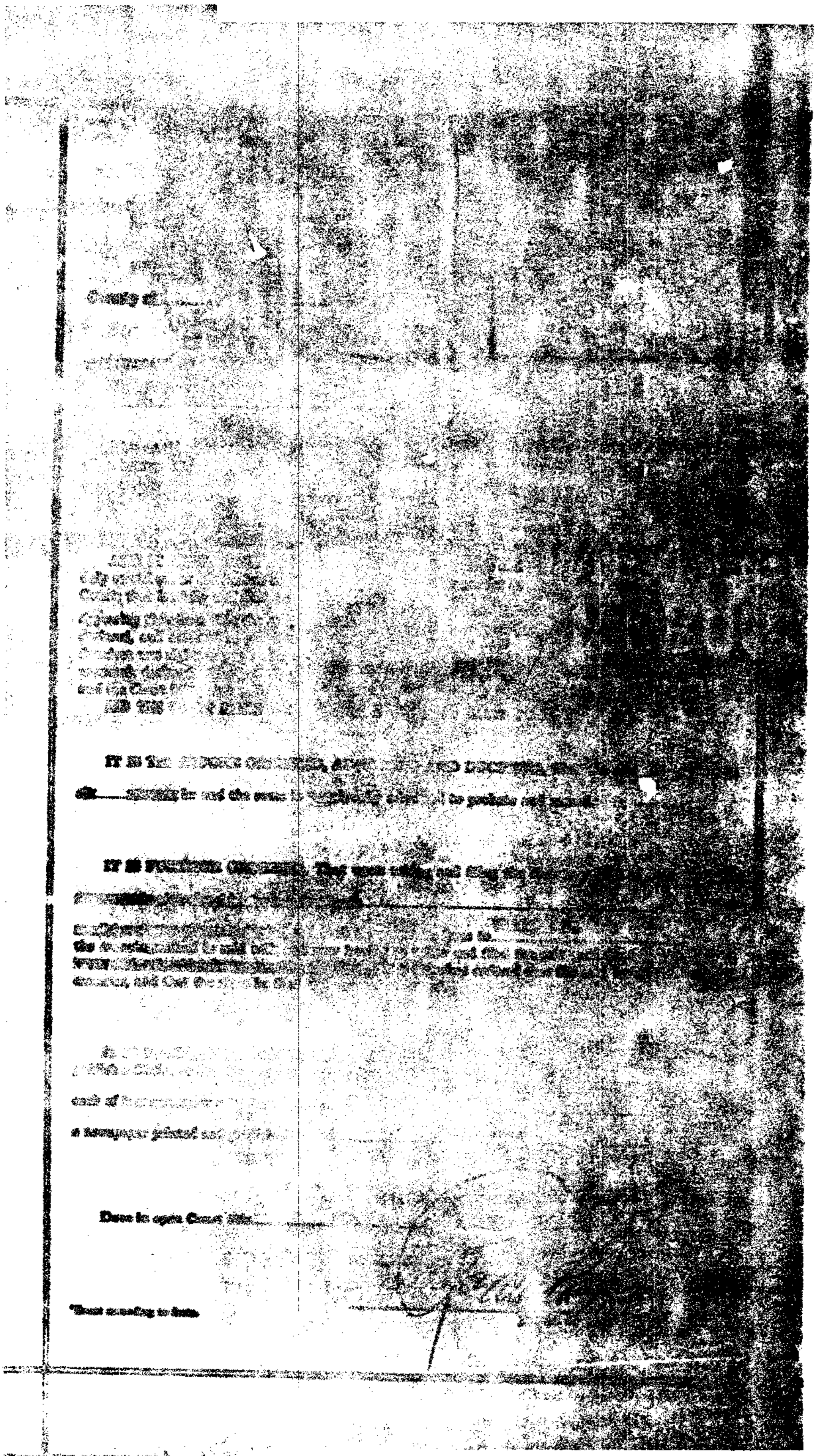
And it appearing to the Court that the said William D. Parr and Ralph W. Parr have [illegible] estate and filed receipts therefor in this [illegible].

IT IS ORDERED that the said William D. Parr and Ralph W. Parr be, and they are hereby, discharged as such executors, released from further liability in the premises and this estate fully and finally settled and closed.

Done in open Court this 12th day of [illegible] A. D. 1956.

BY THE COURT:

[signature]



Probate Order Book 1
Document No. 641

LAST WILL AND TESTAMENT

I, HARRY W. FARR, of Greeley, Weld County, Colorado, being of sound and disposing mind and memory, do make, publish and declare this to be my Last Will and Testament, hereby revoking any and all other Wills heretofore by me made; that is to say:

I.

I hereby direct that all of my just debts, claims and demands allowed by the Court and costs of administration and funeral expenses be fully paid.

II.

In event my wife, Hazel L. Farr, survives me, I direct my Executors to set aside a portion of my estate equal in value to one-half (1/2) of my "Adjusted Gross Estate" as presently defined for Federal Estate Tax purposes and which said portion shall qualify for the marital deduction under the United States Revenue Code, less the value of any and all interests in property which pass or have passed to my wife otherwise than under this Will, but only to the extent that such interests are, for the purposes of Federal Estate Tax Law, included in determining my gross taxable estate and allowable as a marital deduction; provided, however, there shall not be deducted from said portion of my estate so set aside for my said wife any estate, inheritance, transfer, legacy or succession taxes. I give, devise and bequeath the said above described portion of my estate to my wife, Hazel L. Farr, if she survives me. In making distribution to my wife in satisfaction of the bequest and devise under this Paragraph II of my Will, I direct my Executors to select property for

Pros Ex A
Date 3-5-65
Number P-9624

1.

Probate Order Book
Document No.

such distribution in such manner as to have an aggregate value fairly representative of the appreciation or depreciation in the value to the date or dates of each distribution of all property then available for distribution. It is my intention that my wife, if she survives me, shall receive from my estate the maximum amount allowed for marital deduction.

In event my wife and I die under circumstances that there is not sufficient evidence to establish who survived the other, I hereby declare my wife shall be presumed to have survived me and that this Will and all the provisions thereof shall be construed upon that assumption and basis.

III.

If my brother, Lloyd A. Farr, survives me, then I give and bequeath unto my sons, William D. Farr and Ralph W. Farr, and the survivor of them, IN TRUST, NEVERTHELESS, common stocks and/or cash selected by my Executors having a value at date of distribution from my estate of Twenty Thousand Dollars ($20,000.00) to be held in trust for the following uses and purposes and with the following powers, to-wit:

(a) My said Trustees are directed to hold, invest and reinvest said trust assets in good grade common stocks and securities and/or municipal bonds; to sell said stocks and bonds and repurchase other stocks and bonds, to collect the dividends, interest and income accruing thereon; and to distribute so much of the income, and if necessary, the principal, of said Trust Estate, to my brother, Lloyd A. Farr, or for his use and benefit, when and in such amounts as my Trustees, or the survivor of them, shall, within their sole

Probate Order Book 1
Document No. 150

discretion, determine to be necessary or for my said brother's best interests. My said brother shall have no right to anticipate, assign, mortgage or pledge his beneficial interests under said Trust; and the exercise of any right or power by my Trustees shall be final and binding on all parties interested under this Trust, and no beneficiary shall hold said Trustees accountable or liable except for fraud or gross neglect.

(b) Upon the death of my brother, Lloyd A. Farr, this Trust shall terminate, and the balance of said Trust Estate, if any there be, shall be distributed to my sons, William D. Farr and Ralph W. Farr, share and share alike. In event either of my sons should not survive the termination of the Trust, the share of such deceased son shall be distributed to the issue of said deceased son, per stirpes and not per capita.

(c) It is my express wish and desire that my said Trustees, or the survivor of them, shall not be required to furnish any bond or bonds for the proper discharge of their duties as such, and that the administration of this Trust shall be free from supervision by the Court having probate jurisdiction of my estate.

IV.

All of the rest, residue and remainder of my estate, real, personal or mixed, of every kind or character whatsoever and wheresoever situate, I give, devise and bequeath unto my sons, William D. Farr and Ralph W. Farr (they being my only children), share and share alike.

In the event my wife, Hazel L. Farr, does not survive me, then I give, devise and bequeath the part of my estate

Probate Order Book 1
Document No. 881

she would have take.. if living to my two sons, William D. Farr and Ralph W. Farr, share and share alike.

In the event either of my said sons predecease me, then I give, devise and bequeath the share of my estate said deceased son would have taken if living to the then living issue of his body, share and share alike, per stirpes and not per capita.

V.

In hereby constitute and appoint my sons, William D. Farr and Ralph W. Farr, and the survivor of them, to be Executors of this my Last Will and Testament, and it is my expressed wish and desire that said Executors shall not be required to furnish any bond or bonds for the proper discharge of their duties as such Executors.

VI.

I hereby authorize and empower my Executors to sell and dispose of, lease, or otherwise handle, all or any of the real estate and personal property of which I shall die seized or possessed, at public or private sale, or otherwise, at such times and under such terms and conditions as they shall deem meet and proper, and to execute, acknowledge and deliver all proper deeds of conveyance, transfers, and leases therefor, without obtaining order or orders of Court therefor.

VII.

My Executors shall have full power and authority to hold and retain unsold any and all assets contained in my Estate, for such time as said Executors may deem wise, without liability for depreciation in the market value thereof, and whether or not such asset or assets may be permissible as investments for Executors under the Laws

Book 1
Document No. 352

...state of Colorado; and my Executors may, in their discretion, make a distribution of my estate in whole or ..., in cash or in kind, and the distributions made by my said Executors shall be final and conclusive.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Greeley, Weld County, Colorado, this 4th day of February, A. D. 1965.

_____(SEAL)

The above and foregoing instrument, consisting of ... sheets, with this sheet, was, by Harry W. Farr, ... named testator, signed, sealed, published and ... and for his last Will and Testament, in the ... each of us; and we, then and there, ... in his presence and in the presence of ..., whereby this testator to be of full and legal ... and mind and memory and under no duress or ... our names, as attesting ... February, A. D. 1965.

... Greeley, Colorado

... Greeley, Colorado

...

...

...

[redacted]

Last

IN THE MATTER OF W. [redacted]

[redacted]

Probate Order Book [redacted]

Page [redacted]

It is represented that the decedent died on or about [redacted], 19[redacted], a resident of the County of [redacted], State of Colorado; that said decedent left a last will and testament dated [redacted], 19[redacted]; that [redacted]

for probate by [redacted]; that said decedent appointed [redacted] executor [redacted]; that [redacted]

[redacted]; and that the following are the heirs at law, legatees, and devisees of the decedent, and the guardians (if any) of such heirs at law, legatees and devisees:

NAME (Give whether wife, children, if unknown or minor heirs at law, legatees, devisees, and their ages, if minors)	RESIDENCE (If unknown, so state)	RELATIONSHIP	[redacted]
Hazel L. Farr	1958 Lafayette Drive Greeley, Colo.	Wife	[redacted]
William D. Farr	1924 11th Avenue Greeley, Colo.	Son	[redacted]
Ralph M. Farr	[redacted] Greeley, Colo.	Son	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]

[redacted]

[redacted]

Probate Order Book [illegible]

Docket No. [illegible]

WHEREUPON, it is prayed that a day certain be named by the proper of said testament; that notice hereof as required by statute thereof; that all persons interested may appear on said day; that said will and testament be admitted to probate; and that letters issued to the person(s) named therein, and that notice to creditors be published as required

[illegible]

STATE OF COLORADO,
County of [illegible] } ss.

The undersigned, being sworn, says: that the facts in this petition are true of his own knowledge, except as to the facts herein stated to be upon information and belief, and as to such facts affiant believes the same to be true.

William M. Ford

Ralph M. Ford

Subscribed and sworn to before me this 31 day of March, 19[illegible]

CLERK OF THE COUNTY COURT.

By [illegible] DEPUTY CLERK.

My commission expires 3/11 19[illegible]

[illegible]

Petitioner also files herein the following additional information:

Names of Heirs to Will:

Mrs. Bertha Webb, Ex Ex
Robert B. Webb, Jr.
Mr. T. Rexford

Address:

1907 11 Street, Greeley, Colo.
Greeley, Colo.
Greeley, Colo.

Names of Devisees to exhibit:

Address:

Attorney for Petitioner: William M. Ford-707 7th Ave. Greeley, Colo.
Ralph M. Ford-Greeley, Colo.

Hearing set for [illegible] 19[illegible] (to be filled in by Probate Clerk.)

[illegible]

AFFIDAVIT

STATE OF WYOMING)
) ss.
County of Teton)

This day appeared before me, the undersigned, a Notary Public of the County of Teton aforesaid, THOMAS WESLEY WATSABAUGH and ALBERTA GAY WATSABAUGH, who, after being duly sworn, on their oath depose and say:

1. That on October 31, 1974 they were appointed guardians of the estates of their sons, JOHN DICKEY WATSABAUGH and JOSEPH ALLEN WATSABAUGH, minors.

2. That JOHN DICKEY WATSABAUGH and JOSEPH ALLEN WATSABAUGH are 29 and 28 years of age, respectively.

3. That THOMAS WESLEY WATSABAUGH and ALBERTA GAY WATSABAUGH are no longer the guardians of the estates of the aforementioned wards as the guardianship has terminated by operation of law upon the reaching of the age of majority by said wards.

223401 DATED this 22nd day of December, 1988.

RECORDED Jan. 19 1989 10:00 A.M.
IN BOOK 54 Misc. PAGE 635
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

THOMAS WESLEY WATSABAUGH

ALBERTA GAY WATSABAUGH

SUBSCRIBED and SWORN to before me this 22nd day of December, 1988 by THOMAS WESLEY WATSABAUGH and ALBERTA GAY WATSABAUGH.

NOTARY PUBLIC

My Commission Expires: November 28, 1992.

Sheila Weitz - Notary Public
County of Teton State of Wyoming
My Commission expires Nov. 28, 1992

Purchase Contract And Receipt

December 29 19 88

RECEIVED FROM Michael Pinkosky Jr.

the sum of 00 None DOLLARS ($ 00 none)

as earnest money and part purchase price of the following described property, situated in the County of Sublette State of Wyo, to-wit: Parcel #2, Big River Subdivision

for the full purchase price of Eleven Thousand Seven Hundred and no/100

DOLLARS ($ 11,700.00).

The balance of the purchase price to be paid as follows, to-wit:

$ none by above deposit Down Payment to made April 1, 1989.

$ 9,700.00 to be paid by monthly payments of $161.03 for 84 months

$ 2,000.00 down payment to be made by April 1, 1989 in the amount of

$ $2,000.00. Interest at 10% included in payments

Interest on deferred payments at the rate of 10 percent per annum, from January ~~15~~ 20, 1989

payable Monthly

IT IS HEREBY AGREED: First, that in the event said purchaser shall fail to pay the balance of said purchase price, or complete said purchase as herein provided, the seller may demand specific performance of this Contract, or may retain the amount paid herein as liquidated and agreed damages, as he may elect.

Second: The purchaser and seller agree that if the title to the above property be defective, ninety days from this time will be given the seller, or his agent, to perfect same. If said title can not be perfected within said time limit the earnest money received for herein shall, upon the demand of the purchaser, be returned to the purchaser and this contract cancelled;

Third: That the evidence of title is to be a Title Insurance Policy issued by the N/A insuring the purchaser in the full amount of the purchase price shown herein, and to be issued and paid for by the seller; said title insurance policy to show title to said premises to be subject to the usual exceptions contained in the regular form of owner's policy of title insurance in use by the N/A and subject to building and other restrictive covenants of record pertaining to the use of said premises and encumbrances, taxes and assessments or other matters affecting said property as follows: Buyer may prepay principal at anytime with no prepayment Penalties after August 1, 1989 in the amount of $1,000.00 increments or more Regulary monthly payment still due.

Fourth: It is understood and agreed that the Buyer is of legal age and that said property has been inspected by the Buyer or the Buyer's duly authorized agent; that the same is, and has been, purchased by the Buyer as the result of said inspection and not upon any representation made by the Seller, or any selling agent, or other agent of the Seller, and the Buyer hereby expressly waives any and all claims for damages because of any representation made by any person whomsoever other than as contained in this agreement, and the Seller or his agent shall not be responsible or liable for any inducement, promise, representation, agreement, condition or stipulation not specifically set forth herein.

Fifth: That the taxes, insurance, rents, etc., affecting said premises shall be prorated in the following manner:

Taxes: 12/12 of 1989; Irrigation Assessments: N/A;

Insurance: N/A; Interest: 10%;

Paving: N/A; Possession: ~~immediately~~;

Rents: N/A;

Sixth: This contract shall become binding only when executed by the purchaser and by the seller, and shall be in force and effect from the date of such execution;

Seventh: Time is declared to be the essence of this contract;

Eighth: This earnest money to be deposited with the Big Country Ranches and all other funds to be paid by the parties hereto are to be paid in escrow to the Same and the parties hereto agree to pay, in equal portions, the fee for escrow services in connection with this transaction; and the purchaser agrees to pay the costs of recording any instruments which directly convey title to the purchaser, or which evidence the rights of the purchaser in these premises, or which evidence any deferred balance due upon this purchase;

Ninth: The parties hereto agree also (within 10 days from the date of acceptance hereof by Seller) to execute escrow instructions to the N/A upon its ordinary form for the guidance of said Company in the handling of this transaction; providing the terms of said escrow instructions do not conflict with the terms and conditions hereof;

Tenth: The seller agrees to deliver or cause to be delivered to the N/A all instruments which are required to carry out this contract and to cause said Title Company to issue the insurance policy herein provided for; and the conveyance of these premises by the Seller to the purchaser shall be by warranty deed, subject to the conditions of this agreement.

Eleventh: This deposit is accepted subject to prior sale and subject to approval of owner.

Big Country Ranches (Broker)

By [signature]

I agree to purchase the above described property on the terms and conditions herein stated, provided acceptance of this agreement by the seller, or his authorized agent, is made on or before X January 3, 19 89

[signature] (Witness)

X [signature] Michael Pinkosky Jr. (Purchaser)

(Address)

(OVER) [illegible] appeared before this January 17, 1989.

Notary Public [signature]

[illegible]

Before me, Mary L. Lankford, a County Clerk in and for Sublette County, State of Wyoming,

personally appeared Michael Pinkosky Jr. and he/she/they being first duly sworn by me upon his/her/their oath, says that the facts alleged in the foregoing instrument are true.

Witness my hand and official seal this 3 day January, 19 89.

(SEAL)

County Clerk
Public Mary L. Lankford
By: Mari Riley - Deputy

Commission Expires: Term 1-7-91

223416

RECORDED Jan. 20 1989 2:00 P M
IN BOOK 54 Misc. PAGE 636
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

AFFIDAVIT

STATE OF COLORADO)
) ss.:
COUNTY OF ARAPAHOE)

Grant E. Thayer, being first sworn on oath, deposes and says: that he is personally cognizant of the facts herein stated by him; that he is the duly elected and qualified President of Presidio Exploration, Inc. ("Presidio"), and that he is authorized to make this affidavit on behalf of Presidio; that effective December 7, 1988, General Atlantic Energy Corporation ("General Atlantic") and Presidio merged, with Presidio being the surviving corporation; such merger is evidenced by the Certificate attached hereto and marked Exhibit "A", that certain real property owned of record by General Atlantic and now owned by Presidio as a result of said merger are described on the schedule hereto and marked Exhibit "B".

223435 Dated this 17th day of January, 1989.

RECORDED Jan. 20 1989 4:45 PM
IN BOOK 54 Misc. PAGE 638
FEES $2.00 Mary L. Gankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

PRESIDIO EXPLORATION, INC.

By: _____
Grant E. Thayer, President

STATE OF COLORADO)
) ss.:
COUNTY OF ARAPAHOE)

The foregoing Affidavit was acknowledged before me by Grant E. Thayer, President, on behalf of Presidio Exploration, Inc., a Colorado corporation, this 17th day of January, 1989.

Subscribed and sworn before me this 17th day of January, 1989.

NOTARY PUBLIC STATE OF

Ida M. Stout
Ida M. Stout, Notary Public
Arapahoe County, Colorado
My Commission Expires: 8/3/92

EXHIBIT A

STATE OF COLORADO

DEPARTMENT OF
STATE

CERTIFICATE

I, NATALIE MEYER, Secretary of State of the State of Colorado hereby certify that ACCORDING TO THE RECORDS OF THIS OFFICE, A CERTIFICATE OF MERGER DATED DECEMBER 7, 1988 WAS ISSUED UPON THE MERGER OF

GENERAL ATLANTIC ENERGY CORPORATION
(DELAWARE CORPORATION)

INTO

PRESIDIO EXPLORATION, INC.
(COLORADO CORPORATION), THE SURVIVOR

Dated: DECEMBER 12, 1988

SECRETARY OF STATE

EXHIBIT B

EXHIBIT A

STATE: Wyoming
COUNTY: Sublette
PROSPECT: Bird Canyon

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
WY-11109	USA W-68117/Ole N. Hanson	7/1/79	59/7	T27N-R111W Sec. 8: S/2SW/4 Sec. 17: W/2 Sec. 20: NW/4, NW/4SW/4, S/2SW/4, SE/4
WY-12365	USA W-62117/R. ken Williams	2/1/78	67/646	T27N-R111W Sec. 21: SE/4 Sec. 27: All Sec. 28: N/2, N/2SW/4, SE/4SW/4, SE/4
WY-11106	USA W-62508/R.L. Billings	11/1/78	57/187	T27N-R111W Sec. 29: W/2NE/4, SE/4NE/4, W/2, SE/4
WY-10541	USA W-58724/John P. Cuccia	5/1/77	54/470	T27N-R111W Sec. 19: Lots 1, 2, 3, 4, SW/4NE/4, E/2W/2, W/2SE/4 Sec. 30: Lots 1,2,3, E/2, E/2W/2
WY-10542	USA W-62875/Energetics, Inc.	4/1/78	68/533	T27N-R111W Sec. 30: Lot 4

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LK 11/19/88

CP/WWELL.211

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EXHIBIT A

STATE: Wyoming
COUNTY: Sublette
PROSPECT: Bird Canyon

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
WY-05071	USA W-54137/Melvin Meester	4/1/76	61/328	T27N-R111W Sec. 17: SE/4 Sec. 20: NE/4 Sec. 21: NE/4, W/2 Sec. 33: NW/4SW/4
WY-10993	USA W-67808/Houston G. Williams	6/1/79	62/16	T27N-R111W Sec. 6: N/2NE/4 Sec. 7: SE/4 Sec. 18: E/2E/2 Sec. 19: E/2E/2
WY-12317	USA W-51347/Ada Wood	8/1/75	61/447	T27N-R111W Sec. 5: W/2 Sec. 6: S/2NE/4,SE/4 Sec. 7: NE/4 Sec. 8: NW/4, N/2SW/4
WY-11221	USA W-62791/Robert W. Myers	5/1/78	68/347	T28N-R111W Sec. 31: Lots 1,2,3,4, E/2W/2, W/2 T28N-R112W Sec. 25: E/2 of Lot 1, Lots 3,4,6,7, SE/4SW/4NE/4, SE/4, NE/4, SE/4, SE/4SW/4, W/2SE/4

CP/WWELL.21A

LK 11/19/88

EXHIBIT A

STATE: Wyoming
COUNTY: Sublette
PROSPECT: Bird Canyon

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
	USA W-53094/Owen P. Miles,Jr.	1/1/76		T27N-R111W Sec. 33: Lots 1,2,NE/4SW/4
WY-11107	USA W-34033/Robert W. David	3/10/82	57/280	T25N-R111W Sec. 29: NE/4NE/4
WY-11173	USA W-63490/The Superior Oil Company	6/1/78		T27N-R111W Sec. 32: NW/4, Lot 2, N/2SW/4
WY-11108	USA W-63821/James M. Turlington	7/1/78		T27N-R111W Sec. 32: Lots 3, 4, N/2SE/4, NE/4

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CP/WWELL.21A

LK 11/19/88

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EXHIBIT A

STATE: Wyoming
COUNTY: Sublette
PROSPECT: Bird Canyon

WELL OR UNIT NAME	WI	NRI	
Federal 10-17	.15749333	.13223801	
Federal 10-20	.51874994	.41759369	
Federal 10-28	.29842000	.23083080	
Federal 10-29	.15749333	.13223799	
Federal 10-30	.78750000	.64296516	
Federal 10-32	.34321900	.28002900	
Federal 20-7	.12599467	.10315814	
Federal 20-20	.45562140	.36752528	
Federal 20-28	.50228663	.37169203	
Federal 20-29	.15224000	.12337300	
Federal 30-8	.10833600	.08668800	
Federal 30-17	.15749333	.13223801	
Federal 30-20	.00000000 .00000000	.0148145 ORRI BPO .0148255 ORRI APO	

CP/WWELL.21A

LK 11/19/88

EXHIBIT A

STATE: Wyoming
COUNTY: Sublette
PROSPECT: Bird Canyon

WELL OR UNIT NAME	WI	NRI
Federal 30-28	.30375000	.19475300
Federal 30-29	.15749333	.13223800
Federal 30-31	.51340718	.41719278
Federal 30-33	.81100000	.63663500
Federal 40-6 W-51347	.11024533	.09162747
Federal 40-7 W-67806	.12599467	.09528347
Federal 40-17	.10553500	.08495500
Federal 40-20	.40360961	.31784295
Federal 40-28	.50228663	.37169210
Federal 40-29 W-62508	.15355600	.12440011
Federal 40-30	.78750000	.68643750
Federal 40-32	.15619400	.12694600

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LR 11/19/88

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EXHIBIT A

STATE: Wyoming
COUNTY: Sublette
PROSPECT: Bird Canyon

WELL OR UNIT NAME	WI	NRI	
Amoco AJ #1	.00000000	.0018[illegible]9	ORRI
Amoco AG #1	.00000000	.00186039	ORRI
Amoco AH #1	.00000000	.00186039	ORRI

CP/WWELL.21A

11/19/88

EXHIBIT A

STATE: Wyoming
COUNTY: Sublette
PROSPECT: Bird Canyon

TYPE AGREEMENT	DATE	CONTRACTS PARTIES
Joint Operating Agreement	6/1/78	Energetics, Inc., Operator, L. Clark Kiser, MM & S Partners, and Energetics Capital Limited Partnerships, Non-operators
Joint Operating Agreement	6/1/78	Energetics, Inc., Operator and Patrick D. Maher, Non-operator
Joint Operating Agreement	6/1/78	Energetics, Inc., Operator and Robert Mehl, Non-operator
Joint Operating Agreement	8/11/79	Energetics, Inc., Operator and Jordan R. Smith, Non-operator
Joint Operating Agreement	9/1/79	Energetics, Inc., Operator, MM&S Partners, Energetics Capital Limited Partnership and D&R Energy Program 1979, Non-operators
Joint Operating Agreement	2/1/83	MM&S Partners, Operator, Richard Steadman and Jane Steadmen, Non-operators
Joint Operating Agreement	8/1/79	Energetics, Inc., Operator and Energetics 1981 Year-end Limited Partnership, et al., Non-operators
		Energetics, Inc., Operator, MM&S Partners, Energetics Capital Limited Partnership and the Rosenberg Group, Non-operators

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CP/WWELL.21A

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EXHIBIT A

STATE: Wyoming
COUNTY: Sublette
PROSPECT: Bird Canyon

CONTRACTS

TYPE AGREEMENT	DATE	PARTIES
Joint Operating Agreement	8/14/79	Energetics, Inc., Operator, MM&S Partners, Energetics Capital Limited Partnership and the D&R Energy Program 1979, Non-operators
Joint Operating Agreement	6/23/80	Energetics, Inc., Operator, Croyal I Ltd. and MM&S Partners, Non-operators
Joint Operating Agreement	6/23/80	Energetics, Inc., Operator, Herbert E. Fear and MM&S Partners, Non-operators
Joint Operating Agreement	6/1/79	Energetics, Inc., Operator and MM&S Partners, Energetics Capital Limited Partnership et al.
Joint Operating Agreement	2/14/80	Energetics, Inc., Operator and R. Ken Williams, Non-operator
Joint Operating Agreement	10/18/82	Energetics, Inc., Operator and Terra Resources, Non-operator
Joint Operating Agreement	1/10/83	Energetics, Inc., Operator and Williams Exploration Company Non-operator
Joint Operating Agreement	6/1/80	Energetics, Inc., Operator, Bird Canyon Development Ltd., et al., Non-operator
Joint Operating Agreement	5/10/77	Energetics, Inc., Operator and Western Oil Partners, Non-operator

LK 11/19/88

CP/WWELL.21A

EXHIBIT A

STATE: Wyoming
COUNTY: Sublette
PROSPECT: Bird Canyon

TYPE AGREEMENT	DATE	CONTRACTS PARTIES
Joint Operating Agreement	9/9/79	Energetics, Inc., Operator and MM&S Partners and EMI 2nd., Non-operators
Joint Operating Agreement	8/1/79	Energetics, Inc., Operator, MM&S Partners, Energetics Capital Limited Partnership and the Rosenberg Group, Non-operators
Joint Operating Agreement	8/1/85	ITR Petroleum, Inc., Operator and True Oil Company, et al., Non-operator
Joint Venture Agreement	9/19/79	Energetics, Inc., and MM&S Partners, et al.
Joint Venture Agreement	12/23/78	Energetics, Inc., MM&S Partners, and Boettcher Management 1978 Drilling Program
Joint Venture Interest	12/18/78	Energetics, Inc., Burton G. Ross, Trustee of the Tony Rosen 1978 Trust, and MM&S Partners.
Joint Venture Agreement	8/14/79	Energetics, Inc., MM&S Partners, D&R Energy Program 1979
Joint Venture Agreement	10/15/79	MM&S Partners and D&R Energy Program 1979
Farmout Agreement		MM&S Partners, et al., Farmor and Bernard Rosenberg, et al., Farmee

CP/WELL.21A

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EXHIBIT A

STATE: Wyoming
COUNTY: Sublette
PROSPECT: Bird Canyon

CONTRACTS

TYPE AGREEMENT	DATE	PARTIES
Farmout Agreement	8/22/79	MM&S Partners, et al., Farmor and L. Clark Kiser, et al., Farmee
Farmout Agreement	1/22/82	W. D. Anderson & Sons, Farmor, R. Ken Williams, William H. Martin and Edward H. Judson, Farmees
Farmout Agreement	2/25/80	William H. Martin, et al., Farmor, and Energetics, Inc. Farmee
Farmout Agreement	6/7/83	EMI 2nd, Ltd., EMI 3rd, Ltd., Farmor and Energetics, Inc., Farmee
Farmout Agreement	2/29/83	Williams Exploration Company, Farmor and Energetics, Inc., Farmee
Farmout Option Agreement	11/27/79	Rainbow Resources, Farmor, Terra Resources, Energetics, Inc., et al., Farmees
Farmout Agreement	6/15/82	Williams Exploration Company, Farmor and Energetics, Inc., Farmee
Farmout Agreement	2/10/83	Williams Exploration Company, Farmor and Energetics, Inc., Farmee
Farmout Agreement	10/15/79	Energetics Capital Limited Partnerships, et al. Farmor, and Bernard M. Rosenberg et al., Farmee

EXHIBIT A

STATE: Wyoming
COUNTY: Sublette
PROSPECT: Bird Canyon

TYPE AGREEMENT	DATE	CONTRACTS PARTIES
Farmout Agreement	8/22/79	MM&S Partners, et al., Farmor and L. Clark Kiser, et al., Farmee
Farmout Agreement	1/10/83	Energetics Operating Company, Farmor and Williams Exploration Company, Farmee
Farmout Agreement	10/18/82	Energetics Operating Company, Farmor and Terra Resources, Inc., Farmee
Farmout Agreement	11/3/78	True Oil Company, Farmor and Energetics, Inc., Farmee
Royalty Agreement	10/27/80	Herbert A. Fear and Frank R. Stewart, Jr.
Agreement	9/21/87, as amended 10/28/87	Croyal I Ltd. and General Atlantic Energy Corporation
Communitization Agreement NRM-1878	11/1/79	Energetics, Inc. et al.

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CP/WWELL.21\

LK 11/19/88

EXHIBIT A

STATE: Wyoming
COUNTY: Sublette
PROSPECT: Bird Canyon

TYPE AGREEMENT	DATE	CONTRACTS PARTIES
Right of Way Application Wyoming 81078	7/1/82	Northwest Pipeline Corporation
Communitization Agreement NRM-1704	3/1/79	Energetics, Inc. and Western Oil Partners
Right of Way	9/14/79	Energetics, Inc. and Northwest Pipeline Corporation
Right of Way W-67821	1/5/79	Energetics, Inc. and Northwest Pipeline Corporation
Pooling Agreement	11/10/81	Energetics, Inc., Rainbow Resources, et al.
Right of Way W-81149	1/3/83	Energetics Operating Company
Right of Way W-77003	9/21/81	Northwest Pipeline Corporation
Pooling Agreement	7/15/81	Energetics, Inc. and True Oil Company
Pooling Agreement	6/19/81	Energetics, Inc. and True Oil Company
Stipulation of Interest	2/4/85	Energetics, Inc. and Williams Exploration Company, et al.

CP/WWELL.21

LK 11/19/88

LK 11/19/88

EXHIBIT A

STATE: Wyoming
COUNTY: Sublette
PROSPECT: Bird Canyon

TYPE AGREEMENT	DATE	CONTRACTS PARTIES
Right of Way W-79481	5/5/82	Northwest Pipeline Corporation
Communitization Agreement NCR-440	2/1/82	Energetics, Inc., True Oil Company and MM&S Partners
Acquisition Agreement	7/1/82	American Gas & Oil Investors and Energetics, Inc.
Communitization Agreement NCR-600	10/1/82	Energetics, Inc., Exxon Corporation, and ratified and joined by Terra Resources and Williams Resources

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CP/WWELL..21A

LK 11/19/88

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EXHIBIT A

STATE: Wyoming
COUNTY: Sublette
PROSPECT: Ontario

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
WY-13663	USA W-67178/ Phyllis Hansen	4/1/79	66/419	T27N-R112W Sec. 1: Lots 1, 2, 3, and 4, S/2N/2
WY-15274	USA W-64985/ L.A. Walstrom, Jr.	10/1/78	71/312 and 57/79	T27N-R112W Sec. 1: SW/4 Sec. 2: Lot 8, NE/4SW/4, S/2SW/4, SE/4 Sec. 12: N/2NW/4

JLJ/WY.2A

PB/11/15/88

EXHIBIT A

STATE: Wyoming
COUNTY: Sublette
PROSPECT: Ontario

WELL OR UNIT NAME	WI		NRI	
Hanson Federal #20-1	.8110000	BPO	.628525	BPO
			.0075	ORRI
	.4055000	APO	.3142625	APO
			.0075	ORRI
	.4055000		.3314960	
Federal (Walstrom) #30-1				

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JLJ/WY.2A

PB/11/15/88

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EXHIBIT A

STATE: Wyoming
COUNTY: Sublette
PROSPECT: Ontario

CONTRACTS

TYPE AGREEMENT	DATE	PARTIES
Joint Operating Agreement	8/15/82	Energetics, Inc., Dome Institutional Investors, Ltd, and Trans-Canada Pipeline Co.
Farmout Agreement	8/15/82	Energetics, Inc., Dome Institutional Investors, Ltd, and Trans-Canada Pipeline Co.
Joint Operating Agreement	Undated	Energetics, Inc., Presidio Exploration, Inc.
Farmout Agreement	5/4/82 as amended 5/17/82, 12/16/82, 2/15/83 and 1/18/83	Energetics, Inc., Presidio Exploration, Inc.

JLJ/WY.2A

PB/11/15/88

IFICATE OF OWNER

WAY D. HAWKS and GLORIA A. HAWKS husband and wife as tenants in common
husband and wife are the owners of this land as represented on this plat, known as
SW 1/4 of Section 4, T. 33N., R. 109 W., of the 6th P.M., Sublette County,

SW1/4 of said Section 4 thence N. 89° 37'36" E. along the NORTH line of the
S. 00° 36'00" W., a distance of 1333.76 feet to a point on the SOUTH line of
the SOUTH line of the SW 1/4 SW 1/4, a distance of 410.48 feet to a point on
RIVER SUBDIVISION, a subdivision of record; thence along the EAST boundary
23° 47'43" W., a distance of 24.51 feet.; N. 68° 18'39" W., a distance of 131.44'
0'32"E., a distance of 124.58 feet; N. 08° 29'42" W., a distance of
point on the WEST line of the SW 1/4 SW 1/4; thence N. 00° 35'56" E.
f 897.41 feet to the point of baginning, containing 19.93 ACRES, more or
the WEST line of the SW 1/4 SW 1/4 as shown is dedicated to the owners of LOT 2
on and maintenance of utilities and for ingress and egress,
t, is with free consent and in accordance with the desires of the
ll roads are dedicated to the public; this subdivision is subject to all covenants,

June, 1988

Gloria A. Hawks
GLORIA A. HAWKS

Before me by CONWAY D. HAWKS and GLORIA A. HAWKS this
1988.

Carol Christensen
NOTARY PUBLIC
My Commission Expires 08/11/89

McClean & Pryrich
LILIAN J. PRYRICH

Before me by ALEX E. PRYRICH and LILIAN J. PRYRICH this
, 1988.

Mary Beth Hodge
NOTARY PUBLIC
My Commission Expires [illegible]

223436

JAN. 23 - 89 8:15 AM
54 MISC. PAGE 656
FEES 25.00 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Riley

WILLOW LOT DIVISION

LOCATED IN THE SW/4SW/4 S4, T33N, R109W,

SUBLETTE COUNTY, WYOMING

AUG. 1, 1988
APRIL 9, 1989

JO 1229

EASEMENT

COME NOW RONALD L. SHERBROOK and MARY ANNE SHERBROOK, husband and wife, and, in exchange for the sum of Ten and NO/100 $(10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto MOUNTAINEER REFINING COMPANY, INC., a Wyoming Corporation, ~~a non-exclusive~~ easement to construct, operate and maintain a road for ingress and egress over and on the real property described as follows:

A strip of land thirty (30) feet in width, being part of Lot 4, ($NW\frac{1}{4}NW\frac{1}{4}$) of Section 3, T30N, R111W, Sublette County, Wyoming, with the center-line described as follows:

BEGINNING at Station 0+00 on the south line of Muddy Creek County Road No. 23-177 and on the north line of said Lot 4, S87°-14.4'E, 702.02 feet from the northwest corner of said Section 3 found as described in the Certified Land Corner Recordation Certificate filed in the Office of the Clerk of Sublette County;
thence S28°-40.3'E, 73.71 feet to Station 0+73.71;
thence S17°-59.3'E, 241.58 feet to Station 3+15.29;
thence S10°-13.4'E, 104.78 feet to Station 4+20.07;
thence S15°-56.3'E, 132.22 feet to Station 5+52.29;
thence S00°-04.9'W, 126.76 feet to Station 6+79.05 to a point on the south line of the north one-half of said Lot 3. N87°-32.0'W, 454.90 feet from the southeast corner of the said north one-half of Lot 4;

the base bearing for this survey is the west line of the said Lot 4 as N00°-18'W;

all in accordance with the plat prepared to be filed in the Office of the Clerk of Sublette County titled "PLAT TO ACCOMPANY LOT DIVISION APPLICATION FOR ALFRED F. OLSON AND MOUNTAIN STATES HOT OIL SERVICE ROLAND L. SHERBROOK PLAT OF EASEMENT WITHIN THE LOT 4 ($NW\frac{1}{4}NW\frac{1}{4}$) SECTION 3 T30N R111W SUBLETTE COUNTY, WYOMING" dated 28 July 1987.

Said easement is granted to the Grantee, and its successors in interest, and its assigns and is appurtenant to, for the benefit of and shall run with Grantee's adjacent real property, being described as follows:

South half of Lot 4, T30N, R111W of the 6th P.M., Sublette County, Wyoming.

GRANTORS RESERVE unto themselves, their heirs and assigns, the right to use the easement herein granted for their own use and for the use of their agents and invitees.

Grantees shall be able to subdivide property into parcels no smaller than [illegible]

223437
RECORDED May 24 19 87 at 11:00 A.M.
IN BOOK 115 of L. Records PAGE 657
FEES $ 6.00 Ronald L. Lamb CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Kathryn C. Walker Deputy

DATED this 12 day of November, 1987.

Ronald L. Sherbrook
RONALD L. SHERBROOK

Mary Anne Sherbrook
MARY ANNE SHERBROOK

SUBLETTE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Easement was acknowledged before me by RONALD L. SHERBROOK and MARY ANNE SHERBROOK this 12 day of November, 1987.

Witness my hand and official seal.

Notary Public

My Commission Expires:

My Commission Expires May 24, 1989

SHERIFF'S CERTIFICATE OF SALE

THIS CERTIFICATE OF SALE is made this 23 day of January, 19 84, by [illegible] Sheriff of Sublette County, Wyoming and delivered to [illegible] as purchasers.

WHEREAS, a certain mortgage was executed by Ronald E. Hanson and Betty Jo Hanson to the United States of America, acting through the Farmers Home Administration, covering the following-described property, to-wit:

Lot 8, Block 2, Redstone First Addition to the Town of Pinedale, Sublette County, Wyoming, 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.

which mortgage was dated May 13, 1982, and recorded on May 13, 1982, in Book 35 Mtg, Page 426, Document No. 190939, records of Sublette County, Wyoming, and

WHEREAS, default in the provisions of said mortgage has been declared; and

WHEREAS, the Farmers Home Administration has notified the mortgagors and the owners of the mortgaged land and all persons in possession of its intention to foreclose the said mortgage by advertisement and sale under the terms of said mortgage and pursuant to W.S. 34-4-401 et seq. as shown by the Affidavit of Mailing Notice of Intent to Foreclose by Advertisement and Sale attached hereto; and

WHEREAS, notice of the foreclosure sale was duly published in a newspaper of general circulation in said County for four consecutive weeks, as shown by the Affidavit of Publication which is attached hereto; and

WHEREAS, the amount due to the United States of America, acting through the Farmers Home Administration, on said mortgage as of the date of sale, including principal, interest, expenses of sale and attorney's fees amounted to $36,000 $72,269.61, and

WHEREAS, said property was offered for sale to the highest and best bidder by me at the front door of the Sublette County Courthouse on January 23, 1984, at 1:00 P.M.; and

WHEREAS, the highest bid received for the property was in the amount of $36,000 and was made by [illegible];

NOW THEREFORE, by virtue of the laws of the State of Wyoming, I hereby grant unto [illegible] this Sheriff's Certificate of Sale covering the above described property.

The said purchaser shall be entitled to a Sheriff's Deed for the property at the expiration of all periods of redemption unless the property is redeemed prior to that date as provided by law.

IN WITNESS WHEREOF, I have signed this Sheriff's Certificate of Sale this 23 day of January, 1989.

Jack N. Cain
Sheriff of Sublette
County, Wyoming

By: Hank Ruland Undersheriff
Deputy

STATE OF WYOMING)
) ss.
County of Sublette)

The above and foregoing Sheriff's Certificate of Sale was subscribed, sworn to and acknowledged before me this 23 day of January, 1989, by Hank Ruland - under Sheriff.

WITNESS my hand and official seal.

Mary L Lankford
~~Notary Public~~ County Clerk
By: Mary Riley - Deputy Clerk

My ~~Commission~~ Expires:
1-7-91

223438

RECORDED Jan. 23 1989 11:00 A.M.
IN BOOK 54 Misc. PAGE 659
MARY L. LANKFORD COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

AFFIDAVIT OF MAILING
NOTICE OF INTENT TO FORECLOSE
BY ADVERTISEMENT AND SALE

STATE OF WYOMING)
)
County of Sublette)

Rick L. Day (Affiant), after being duly sworn upon oath, deposes and states as follows:

1. Affiant is the County Supervisor of Sublette County, Wyoming, Farmers Home Administration, which office is at 219 E. Pine P.O. Box 1420, Pinedale, Wyoming.

2. That default exists in a condition of a mortgage given by Ronald E. Hanson and Betty Jo Hanson in favor of United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, recorded May 13, 1982, Book 35 Mtg, Page 426, Document No. 190939, records of Sublette County, Wyoming.

3. That no suit or proceeding has been instituted at law to recover the debt remaining secured by such mortgage.

4. That on 12-9-88, Affiant mailed a Notice of Intent to Foreclose by Advertisement and Sale, a copy of which is attached hereto, to all persons and entities shown thereon.

5. That said mailing was accomplished at least 10 days before commencement of publication of the Notice of Sale.

6. That said Notice of Intent by Advertisement and Sale was mailed by Certified Mail, postage prepaid. Attached hereto are copies of the Certified Mail receipts.

7. That the Notice of Intent to Foreclose by Advertisement and Sale was received by each of the parties shown in paragraph 4 above or were returned as undeliverable as evidenced by the attached copies of receipts and/or envelopes.

Further Affiant sayeth not.

Dated this 9th day of December, 19 88.

Rick L. Day
County Supervisor

STATE OF WYOMING)
) ss.
County of Sublette)

The above and foregoing Affidavit of Mailing of Notice of Intent to Foreclose by Advertisement and Sale was subscribed, sworn to and acknowledged before me this 9th day of December, 19 88, by Rick L. Day.

WITNESS my hand and official seal.

My Commission Expires: Sept. 21, 1991

Peggy O. Standley
Notary Public

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery.

3. Article Addressed to:

Mrs. Bobby Jo Henson
[illegible]
Pinedale, KY 8[illegible]

DEC 1 0 1993

4. Article Number

P 072 695 806

Type of Service

☐ Registered ☒ Insured
☒ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee

X

6. Signature – Agent

X

7. Date of Delivery

12-14-93

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Feb. 1988 DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery.

3. Article Addressed to:

[illegible]

4. Article Number

[illegible]

Type of Service

☐ Registered ☐ Insured
☐ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee

X

6. Signature – Agent

X

7. Date of Delivery

DEC 13 [illegible]

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Feb. 1988 DOMESTIC RETURN RECEIPT

OF PUBLICATION

[redacted]

...Notice is ... [redacted]

That default has occurred in the conditions of the certain mortgage executed by Ronald E. Hanson and Betty Jo Hanson, as Mortgagors, to the United States of America, acting through the Farmers Home Administration, as mortgagee, dated May 13, 1982, filed for record May 17, 1982, in Book 33 Mtg at Page 436, under Document No. 19[illegible], Records of Sublette County, [illegible] the provisions of said mortgage [illegible] the date of this notice the sum of TWO HUNDRED SIXTY-NINE DOLLARS AND EIGHTY ONE [illegible] ($[illegible]) and no proceedings at law or otherwise have been instituted to recover any part of the debt secured by said mortgage; and

WHEREAS, pursuant to the power of sale contained in said mortgage and pursuant to the provisions of said mortgage, the undersigned has elected and does hereby elect to cause the whole of said indebtedness to become due and payable forthwith; and

WHEREAS, pursuant to the power of sale contained in said mortgage and pursuant to the provisions of said mortgage, the undersigned has elected and does hereby elect to cause the whole of said indebtedness to become due and payable forthwith; and

NOW, THEREFORE, notice is hereby given that on the 10th day of January, 1989, at 10:00 a.m., at the front door of the Sublette County Courthouse in Pinedale, Sublette County, Wyoming, to pay the debt then secured by said mortgage, taxes, costs and assessments, insurance premiums, reasonable attorney's fees, and costs of sale, including the cost of any abstract of title procured by the undersigned in connection therewith, the following described real property situated in Sublette County, Wyoming, to-wit:

[redacted]

Dated this [redacted] day of December, 1988.

UNITED STATES OF AMERICA
[redacted] Day
[redacted] Supervisor
Farmers Home Administration
State of Wyoming
U.S. Department of Agriculture

Publish in the Pinedale Roundup December 22, 29, 1988, January 5, 12, 1989.

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

I, [redacted], being first duly sworn, deposes and says that he is the Editor of The Pinedale Roundup, a weekly newspaper published at Pinedale, in said County and State, that the annexed notice was published in....4....consecutive issues of said paper and not in a supplement, the first publication thereof being of the..22... day of .....Dec....., 1988 and the last publication thereof on the...12....day of.....Jan..., 1989.

Todd Adams

Subscribed in my presence and sworn to before me this .....12..... day of .....Jan....., 19.89

Linky Brunetti
Notary Public

My Commission expires October 7, 1990

Diane Brunetti
Notary Public
County of Sublette
State of Wyoming
My Commission Expires Oct. 7, 1990

A F F I D A V I T

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

RICHARD W. KAPE being first duly sworn upon his oath, according to law, deposes and says:

1-

That he is a resident of the Town of Pinedale, County of Sublette, and State of Wyoming, and is an adult person;

2-

That this affidavit is made pursuant to the provisions of Section 2-9-102, Wyoming Statutes, 1977, July 1980 Supplement, and concerns the following described real estate and premises situate in the County of Sublette and State of Wyoming, to-wit:

> Lot Number 18 of Clark's Acres Subdivision as the same appears of record on the map and plat thereof on file 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;

3-

That by warranty deed dated the 7th day of April, 1976, filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming, on the 26th day of September, 1978, and recorded in Book 20 of the Deed Records of said office at page 332, the above described real estate and premises were conveyed by ROBERT E. CLARK and FRANCES D. CLARK, husband and wife, grantors, of the Town of Pinedale, County of Sublette, and State of Wyoming, unto ROBERT E.

223440

RECORDED Jan. 23 19 82 1:00 P.M.
IN BOOK 54 Misc. PAGE 54
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

CLARK, JR., and AUNE R. CLARK, husband and wife, grantees, of the Town of Pinedale, County of Sublette, and State of Wyoming, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common;

4-

That the grantees named in the aforesaid warranty deed, ROBERT E. CLARK, JR., and AUNE R. CLARK, were husband and wife at the time of said conveyance and the real estate so conveyed did vest in them, the said ROBERT E. CLARK, JR., and AUNE R. CLARK, husband and wife, as tenants by the entirety;

5-

That the aforesaid ROBERT E. CLARK, JR., is deceased and that said ROBERT E. CLARK, JR. died on the 26th day of November, 1988, in the County of Sublette, and State of Wyoming;

6-

That all interest of the aforesaid ROBERT E. CLARK, JR., in and to the above described real estate and premises did upon his death and at the time of his death terminate, by operation of law, and that said AUNE R. CLARK as the surviving tenant by the entirety did, by operation of law, and at the time of death of ROBERT E. CLARK, JR., become the sole owner of the above-described real estate and premises;

7-

That attached hereto is a copy of the official death certificate of ROBERT E. CLARK, JR., certified by the public authority wherein such original death certificate is a

matter of record and that said ROBERT E. CLARK, JR., who is named in said death certificate is one and the same person as ROBERT E. CLARK, JR., named in the aforesaid warranty deed as a grantee with AUNE R. CLARK;

8-

That this affiant is by order of the District Court of the Ninth Judicial District in and for the County of Sublette and State of Wyoming, in Probate Matter No. 1289 concerning the person and estate of AUNE R. CLARK, an incompetent person, the duly appointed guardian of the person and estate of AUNE R. CLARK, an incompetent person, and holds letters of guardianship issued out of the said court by the clerk of said court on the 3rd day of January, 1989, and that he, this affiant, makes this affidavit for and on behalf and in the best interest of said incompetent person, AUNE R. CLARK.

Richard W. Kape
RICHARD W. KAPE

Subscribed and sworn to before me by RICHARD W. KAPE this 23rd day of January, 1989.

FAYE HARMONS - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Nov. 22, 1991

Faye Harmons
Notary Public

My commission expires: 11/22/1991

667

STATE OF WYOMING
DIVISION OF HEALTH AND MEDICAL SERVICES
CERTIFICATE OF DEATH

88-02732
STATE FILE NUMBER

LOCAL FILE NUMBER 04388

TYPE OR PRINT IN PERMANENT INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1 DECEDENT—NAME: FIRST Robert MIDDLE E LAST Clark Jr
SEX: 2. M
DATE OF DEATH (Mo., Day, Yr.): 3 Nov. 26, 1988
4a RACE (e.g. White, Black, American Indian, etc.): Wh
4b ORIGIN OF DESCENT (e.g. Not Spanish, Mexican, German, Puerto Rican, Cuban, etc.): English
4c AGE—Last Birthday (Yrs): 69
5a UNDER 1 DAY—MOS: 5b DAYS: HOURS: MINS:
6 DATE OF BIRTH (Mo., Day, Yr.): April, 8 1919
7a PLACE OF DEATH (Name of Institution—If Not in Institution, Give Street Address): 7 Bert Dr.
7b
7c CITY, TOWN OR LOCATION OF DEATH: Pinedale, Wyoming
7d COUNTY OF DEATH: Sublette
8 SOCIAL SECURITY NO.: Wyoming
9 CITIZEN OF WHAT COUNTRY: U.S.A.
10 MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): Married
11 USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Ranch Rnk
12 KIND OF BUSINESS OR INDUSTRY: Cattle Ranch
13 BIRTHPLACE (State or Foreign Country): E20-07-1:65
14a CITY, TOWN OR LOCATION OF RESIDENCE: Ranching
14b STREET AND NUMBER: #7 Bert Dr.
14c INSIDE CITY LIMITS (Yes or No): No

PARENTS

15a FATHER—NAME: FIRST Wyoming MIDDLE Sublette LAST Pinedale
15d MOTHER'S MAIDEN NAME: FIRST Frances MIDDLE Deloney LAST Clark
16. INFORMANT—NAME (Type or Print): Robert E. Clark
17. MAILING ADDRESS: STREET OR R F D NO. Box 443 CITY OR TOWN Pinedale STATE Wyoming ZIP 82941

DISPOSITION

18a BURIAL, CREMATION, REMOVAL, OTHER (Specify): Richard W, Rape
18b DATE (Mo., Day, Yr.): 11/29/88
19a FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH (Name): Burial
19b NUMBER: 11/29/88
19c NAME OF CEMETERY OR CREMATORY: Pinedale Cemetery
19d LOCATION—CITY OR TOWN: Pinedale, Wyoming
20a NAME OF FACILITY: Hudson's Funeral Home115
20b ADDRESS OF FACILITY NUMBER: 164 N. Briager Pinedale

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.): 11/28/88
21b. HOUR OF DEATH: 5:30 p.m.
21c. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print):
21d. NAME AND ADDRESS OF CERTIFIER—PHYSICIAN OR CORONER (Type or Print): J. T. Johnston, M.D - Pinedale, Wyo 82941

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.):
22b. HOUR OF DEATH:
22b. PRONOUNCED DEAD (Mo., Day, Yr.):
22c. ON
22c. PRONOUNCED DEAD (Time):
22e. AT

REGISTRAR
23 J. T. Johnston, M.D - Pinedale, Wyo 82941
24a. (Signature): J T Johnston M.D
24b DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): 11/28/88

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) Cardiopulmonary Arrest.
DUE TO, OR AS A CONSEQUENCE OF
(b) Pulmonary Edema / Acute Respiratory Failure
DUE TO, OR AS A CONSEQUENCE OF
(c)
Interval between onset and death: Minutes
Interval between onset and death: Weeks
Interval between onset and death:

PART II
OTHER SIGNIFICANT CONDITIONS — Conditions contributing to death but not related to cause given in PART I (a).
(Void)

ACC, SUICIDE, HOM., UNDET. OR PENDING INVEST. (Specify)
28a. Natural
AUTOPSY (Specify Yes or No)
26. No
WAS CASE REFERRED TO CORONER (Specify Yes or No)
27. No
DATE OF INJURY (Mo., Day, Yr.)
28b
HOUR OF INJURY
28c
DESCRIBE HOW INJURY OCCURRED
INJURY AT WORK (Specify Yes or No)
28e.
PLACE OF INJURY — At home, farm, street, factory, office building, etc.
28f
LOCATION
STREET OR R F D No.
CITY OR TOWN

Penalty for failure to do so. W.S. 35-1-431(b)

SEAL

THIS IS TO CERTIFY that this reproduction is a true copy of a record on file in Wyoming Vital Records Services, Cheyenne, Wyoming.

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

Date Issued January 17, 1989

R. L. Meuli M.D.
State Registrar

[redacted] NOTICE OF MEI [redacted] D NAME CHANGE [redacted]

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

I, Carla H. Timm, Corporate Secretary of Federal Land Bank Association of the Midlands, a federally chartered instrumentality and corporation organized and existing under the laws of the United States of America, do hereby, on oath, depose and certify that:

On November 22, 1988, the stockholders of each of the following named Federal Land Bank Associations in the Eighth Farm Credit District (Constituent Associations) voted to merge the Constituent Associations into the Federal Land Bank Association of Lincoln (Continuing Association) and, further, to change the name of the Federal Land Bank Association of Lincoln to the Federal Land Bank Association of the Midlands:

IOWA:	Federal Land Bank Association of Cedar Falls	Cedar Falls, Iowa
	Federal Land Bank Association of Cedar Rapids	Cedar Rapids, Iowa
	Federal Land Bank Association of Decorah	Decorah, Iowa
	Federal Land Bank Association of DeWitt	DeWitt, Iowa
	Federal Land Bank Association of Emmetsburg	Emmetsburg, Iowa
	Federal Land Bank Association of Fort Dodge	Fort Dodge, Iowa
	Federal Land Bank Association of Harlan	Harlan, Iowa
	Federal Land Bank Association of Manchester	Manchester, Iowa
	Federal Land Bank Association of Marshalltown	Marshalltown, Iowa
	Federal Land Bank Association of Mount Pleasant	Mount Pleasant, Iowa
	Federal Land Bank Association of North Central Iowa	Mason City, Iowa
	Federal Land Bank Association of Ottumwa	Ottumwa, Iowa
	Federal Land Bank Association of Perry	Perry, Iowa
	Federal Land Bank Association of Red Oak	Red Oak, Iowa
	Federal Land Bank Association of Sheldon	Sheldon, Iowa
	Federal Land Bank Association of Sioux City	Sioux City, Iowa
SOUTH DAKOTA:	Federal Land Bank Association of Aberdeen	Aberdeen, South Dakota
	Federal Land Bank Association of Huron	Huron, South Dakota
	Federal Land Bank Association of Pierre	Pierre, South Dakota
	Federal Land Bank Association of Rapid City	Rapid City, South Dakota
	Federal Land Bank Association of Sioux Falls	Sioux Falls, South Dakota
	Federal Land Bank Association of Watertown	Watertown, South Dakota
NEBRASKA:	Federal Land Bank Association of Beatrice	Beatrice, Nebraska
	Federal Land Bank Association of Columbus	Columbus, Nebraska
	Federal Land Bank Association of Grand Island	Grand Island, Nebraska
	Federal Land Bank Association of Kearney	Kearney, Nebraska
	Federal Land Bank Association of Lincoln	Lincoln, Nebraska
	Federal Land Bank Association of Norfolk	Norfolk, Nebraska
	Federal Land Bank Association of North Platte	North Platte, Nebraska
	Federal Land Bank Association of Scottsbluff	Scottsbluff, Nebraska
WYOMING:	Federal Land Bank Association of Wyoming	Casper, Wyoming

Article I, Section 1.2 of the Agreement of Merger provides that:

> "On the effective date . . .the Continuing Association shall succeed to and possess all the properties, rights, privileges, powers (including powers of attorney), franchises, immunities and purposes (collectively, "Rights"), and shall succeed to and be subject to all the debts, liabilities, obligations, restrictions and duties (collectively, "Liabilities") of the Constituent Associations, all without further act or deed."

The above language is not by way of limitation but is to help to effectuate the merger, which is to be complete and total as contemplated by law. The Federal Land Bank Association of the Midlands is successor in interest to the above named Federal Land Bank Associations.

The merger was approved by the Farm Credit Bank of Omaha and the Farm Credit Administration, effective at the close of business on December 31, 1988. The territory served by the Federal Land Bank Association of the Midlands is the combined territory of each of the above named Federal Land Bank Associations described as the states of Iowa, Nebraska, South Dakota, and Wyoming; the Farm Credit Administration has amended the Charter accordingly.

The headquarters of the Federal Land Bank Association of the Midlands will be located in the Farm Credit Bank Building, 206 South 19th Street, Omaha, Nebraska 68102.

A photocopy of this document shall be deemed to be and may be relied upon as an original.

This Affidavit is based on my personal knowledge and on the corporate records under my care, custody, and control.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the corporation this 4th day of January, 1989.

RECORDED Jan 25 1989 3:45 PM
IN BOOK 54 Misc. PAGE 668
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mary Riley

Carla H. Timm, Corporate Secretary
Federal Land Bank Association of the Midlands

CORPORATE SEAL OF THE FEDERAL LAND BANK ASSOCIATION OF THE MIDLANDS
REGISTERED
DEC 31, 1988
OMAHA, NEB.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

223454

The foregoing instrument was acknowledged before me on January 4, 1989, by Carla H. Timm, Corporate Secretary of Federal Land Bank Association of the Midlands, a corporation organized and existing under the laws of the United States on behalf of said corporation.

GENERAL NOTARY-State of Nebraska
NANCY J. STIERS
My Comm. Exp. April 16, 1992

Notary Public in and for said County and State

My commission expires: _____.

(The above form of acknowledgment is pursuant to Section 64-206 R.R.S. 1943 of Nebraska.)

AFFIDAVIT OF IDENTITY

STATE OF WYOMING)
) ss.
COUNTY OF LINCOLN)

LILLIAN D. KAMPMAN, of lawful age, being first sworn, deposes and says, that she is the mother of the children of MARK KAMPMAN, deceased, as mentioned in the chain of title to the following described lands:

Township 28 North, Range 112 West, 6th PM

Section 23: Lots 6(39.50), 9(43.04), 10(29.71), 11(21.12) and the bed of the Green River riparian to Lots 6,9,10,11.
Section 26: NE¼NW¼, NW¼SW¼, Lots 2(29.59), 3(6.36), 4(39.97), 10(36.46) and the bed of the Green River riparian to Lots 2,3,4,10.
Including all accretion and/or riparian rights thereto.
containing 325.75 acres, M/L

situate in the County of Sublette, State of Wyoming and affiant positively knows that DEBRA ANN KAMPMAN, MARK SHANE KAMPMAN, CALIE SPRING KAMPMAN and CLINTON LEO KAMPMAN are the only surviving children of MARK KAMPMAN, deceased and that said MARK KAMPMAN, deceased had no other natural or adopted children.

Further affiant saith not.

223457

Lillian D. Kampman
Lillian D. Kampman

RECORDED Jan. 23 at 2:45 PM
IN BOOK 54 Misc. 66
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: [illegible] Dep.

ACKNOWLEDGMENT

STATE OF WYOMING }
COUNTY OF LINCOLN } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana)

On January 5, 1989, before me personally appeared Lillian D. Kampman

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: Jan. 7, 1991

Notary Public
XXXXXXXXX DEPUTY COUNTY CLERK
Residing at:
Kemmerer, Wyoming

State of Delaware

Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE CERTIFICATE OF OWNERSHIP OF HPC, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, MERGING HOME PETROLEUM CORPORATION A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF OKLAHOMA, PURSUANT TO SECTION 253 OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE, WAS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTh DAY OF NOVEMBER, A.D. 1988, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

223158

RECORDED Feb 23 1989 4:30 P AM
IN BOOK 54 Misc. PAGE 670
FEE $600 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By: mon Tilley

Michael Harkins, Secretary of State

AUTHENTICATION: 1202564 1

DATE: 01/17/1989

7240176 86

OFFICE OF THE SECRETARY OF STATE

MERGER

CERTIFICATE OF AUTHORITY

To all to Whom these Presents Shall Come, Greetings:

WHEREAS, HRC, INC.

incorporated under the laws of the State of Delaware *has filed in the office of the Secretary of State duly authenticated evidence of its incorporation and an application for Certificate of Authority to transact business in this State as provided by the Laws of the State of Oklahoma.*

NOW THEREFORE, *I, the undersigned Secretary of State of the State of Oklahoma by virtue of the powers and duties vested in me by law, do hereby issue this Certificate of Authority authorizing said Corporation to transact business in this State and attach hereto a copy of the application of the aforesaid corporation.*

IN TESTIMONY WHEREOF, *I have hereunto set my hand and caused to be affixed the Great Seal of the State of Oklahoma.*

Done at the City of Oklahoma City this 29th *day of* November *A.D. 19* 88

EFFECTIVE DATE November 30, 1988.

Secretary of State

Business Services and Regulation

Suite 306, West Tower

2 Martin Luther King Jr. Dr.

Atlanta, Georgia 30334

TRANSACTION NUMBER : 88350958 (962)
CONTROL NUMBER : 8418268
DATE INCORPORATED : 07/26/83
DATE AMENDED : 12/15/88
EXAMINER : DONNA HYDE
TELEPHONE : 404-656-0624

223459

REQUESTED BY:

DAVIS, GRAHAM & STUBBS
LINDA M. VUMBACO
370 SEVENTEENTH ST, STE 4700
DENVER, COLORADO 80201-0185

RECORDED Jan. 23 19 89 4:30 P M
IN BOOK 54 Misc. PAGE 672
FEES $4.00 Mary L. Lindsey COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

CERTIFICATE OF AMENDMENT

I, MAX CLELAND, Secretary of State and the Corporations Commissioner of the State of Georgia do hereby certify, under the seal of my office, that the articles of incorporation of

"TS INC."
has changed its name to
"HOME PETROLEUM CORPORATION"

have been duly amended under the laws of the State of Georgia, by the filing of articles of amendment in the office of the Secretary of State and the fees therefor paid, as provided by law, and that attached hereto is a true and correct copy of said articles of amendment.

WITNESS, my hand and official seal, in the City of Atlanta and the State of Georgia on the date set forth below.

DATE: DECEMBER 15, 1988

FORM A3(3/87)

Max Cleland

MAX CLELAND
SECRETARY OF STATE

H. WAYNE HOWELL
DEPUTY SECRETARY OF STATE

SECURITIES 656-2894 | CEMETERIES 656-3079 | CORPORATIONS 656-2817 | CORPORATIONS HOT-LINE 404-656-2222

AFFIDAVIT TO ESTABLISH RIGHTS OF SURVIVORSHIP

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

Isabel Lucero, of lawful age, being first duly sworn according to law, upon her oath deposes and says:

1. That Leopoldo Lucero and your affiant, Isabel Lucero, were married to each other and were husband and wife continuously until the death of Leopoldo Lucero.

2. Leopoldo Lucero was also known as Leo Lucero.

3. That Leopoldo Lucero, a/k/a Leo Lucero, died in the County of Los Angeles, State of California, on or about the 17th day of July, 1988.

4. That on July 26, 1982, Leopoldo Lucero and your affiant, Isabel Lucero, had conveyed unto them the following-described real property from Leo Lucero, to-wit:

> Lots One (1), Four (4) and Five (5) of the Gypsum Creek Subdivision No. 2 as the same appear of record on the plat or map 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 easements and rights of way of record or in use and to reservations and restrictions contained in United States Paterts.

5. That Leo Lucero duly and regularly executed and delivered an Individual Quitclaim Deed dated July 26, 1982, for the above-described real property in favor of Leopoldo Lucero and Isabel Lucero, husband and wife, Grantees, which Individual Quitclaim 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 August 2, 1982, and recorded in Book 7 of Quitclaim Deeds at Page 15, under Reception Number 192089.

223465

RECORDED Jan. 24 1989 at 1:3
IN BOOK 54 Misc. PAGE 67
FEES $10.00 Mary L. Canfield COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

6. That Leo Lucero and the Grantee, Leopoldo Lucero, in the Individual Quitclaim Deed described above, are one and the same person.

7. That at the time of said conveyance and the execution and delivery of the said Individual Quitclaim Deed described above the said Leopoldo Lucero and Isabel Lucero were husband and wife, and said conveyance was made to them as such, and created an estate by the entireties in favor of Leopoldo Lucero and Isabel Lucero, and that they owned and held the title to said real property as husband and wife continuously from said date the Individual Quitclaim Deed was executed and delivered until the death of the said Leopoldo Lucero, a/k/a Leo Lucero on July 17, 1988.

8. That your affiant, Isabel Lucero, is the surviving spouse of said Leopoldo Lucero, a/k/a Leo Lucero, and by virtue thereof, said estate vested solely in her, Isabel Lucero, upon the death of said Leopoldo Lucero, a/k/a Leo Lucero, and that your affiant then became the sole owner in fee simple of all the real property hereinbefore particularly described.

9. That this affiant is made, in accordance with the provisions of §14-[illegible]-102 Wyoming Statutes Annotated, 1977 Republished Edition, and that the official certificate of death of Leopoldo Lucero, a/k/a Leo Lucero, is attached hereto as Exhibit "A", and by this reference made a part hereof and incorporated herein and said Exhibit "A" is a copy of the official death certificate of the decedent, Leopoldo Lucero, a/k/a Leo

//////////////////////

//////////////////////

//////////////////////

//////////////////////

Lucero, certified to by the proper authority and which such original death certificate is made of record.

DATED this 12TH day of January, 1989.

Isabel Lucero
Isabel Lucero

Subscribed in my presence and sworn to before me by Isabel Lucero this 12th day of Jan., 1989.

Witness my hand and official seal.

(Seal)

OFFICIAL SEAL
JAMES J. HICKMAN
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. Apr. 10, 1991

James J. Hickman
Notary Public

My commission expires:
Apr 10/91

CERTIFICATE OF DEATH

STATE OF CALIFORNIA

STATE FILE NUMBER

LOCAL REGISTRATION DISTRICT AND CERTIFICATE NUMBER

DECEDENT PERSONAL DATA

1A. NAME OF DECEDENT—FIRST	1B. MIDDLE	1C. LAST	2A. DATE OF DEATH (MONTH, DAY, YEAR)	2B. HOUR
AKA LEOPOLDO LEO	- -	LUCERO LUCERO	July 17, 1988	2130

3. SEX	4. RACE/ETHNICITY	5. SPANISH/HISPANIC	6. DATE OF BIRTH	7. AGE	IF UNDER 1 YEAR: MONTHS	DAYS	IF UNDER 24 HOURS: HOURS	MINUTES
MALE	CAUCASIAN	NO ☐ HISPANIC	FEBRUARY 18, 1922	66 YEARS				

8. BIRTHPLACE OF DECEDENT (STATE OR FOREIGN COUNTRY)	9. NAME AND BIRTHPLACE OF FATHER	10. BIRTH NAME AND BIRTHPLACE OF MOTHER
NEW MEXICO	DAMACIO LUCERO: NEW MEXICO	ANITA SANCHEZ: NEW MEXICO

11A. CITIZEN OF WHAT COUNTRY	11B. IF DECEASED WAS EVER IN MILITARY GIVE DATES OF SERVICE	12. SOCIAL SECURITY NUMBER	13. MARITAL STATUS	14. NAME OF SURVIVING SPOUSE (IF WIFE, ENTER BIRTH NAME)
U.S.A.	1940 TO 1945	525-54-6362	MARRIED	ISABEL MARTINEZ

15. PRIMARY OCCUPATION	16. NUMBER OF YEARS THIS OCCUPATION	17. EMPLOYER (IF SELF-EMPLOYED, SO STATE)	18. KIND OF INDUSTRY OR BUSINESS
MASTER MACHINIST	14 yrs.	VERA DYNE CORPORATION	AERO SPACE MFG.

USUAL RESIDENCE

19A. USUAL RESIDENCE—STREET ADDRESS (STREET AND NUMBER OR LOCATION)	19B.	19C. CITY OR TOWN
18256 LORNE STREET		RESEDA

19D. COUNTY	19E. STATE	20. NAME AND ADDRESS OF INFORMANT—RELATIONSHIP
OS ANGELES	CALIFORNIA	ISABEL LUCERO- WIFE 18256 LORNE STREET RESEDA, CA. 91335

PLACE OF DEATH

21A. PLACE OF DEATH	21B. COUNTY
HOLY CROSS HOSPITAL	LOS ANGELES
21C. STREET ADDRESS (STREET AND NUMBER OR LOCATION)	**21D. CITY OR TOWN**
15031 RINALDI STREET	MISSION HILLS

CAUSE OF DEATH

22. DEATH WAS CAUSED BY: (ENTER ONLY ONE CAUSE PER LINE FOR A, B, AND C.)

IMMEDIATE CAUSE

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

(A) Metastatic Carcinoma of prostate — 1 Mo

DUE TO, OR AS A CONSEQUENCE OF

(B)

DUE TO, OR AS A CONSEQUENCE OF

(C)

APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH

24. WAS DEATH REPORTED TO CORONER? YES

25. WAS BIOPSY PERFORMED? yes 7 yrs

26. WAS AUTOPSY PERFORMED? NO

23. OTHER SIGNIFICANT CONDITIONS—CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN 22A: Hypertension + cerebrovascular disease

27. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEMS 22 OR 23? TYPE OF OPERATION: none — DATE:

CERTIFICATION

28A. I CERTIFY THAT DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED.

ATTENDED DECEDENT SINCE (ENTER MO. DA. YR.)	LAST SAW DECEDENT ALIVE (ENTER MO. DA. YR.)	28B. PHYSICIAN—SIGNATURE AND DEGREE OR TITLE	28C. DATE SIGNED	28D. PHYSICIAN'S LICENSE NUMBER
9/24/87	7/15/88	Sheldon J. Davidson, M.D.	7/16/88	G15734

28E. TYPE PHYSICIAN'S NAME AND ADDRESS: Sheldon J. Davidson, M.D., 11211 Sepulveda Blvd. Mission Hills, Ca

29. SPECIFY ACCIDENT, SUICIDE, ETC.	30. PLACE OF INJURY	31. INJURY AT WORK	32A. DATE OF INJURY—MONTH, DAY, YEAR	32B. HOUR

33. LOCATION (STREET AND NUMBER OF LOCATION AND CITY OR TOWN)	34. DESCRIBE HOW INJURY OCCURRED (EVENTS WHICH RESULTED IN INJURY)

CORONER'S USE

35A. I CERTIFY THAT DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED. AS REQUIRED BY LAW I HAVE HELD AN (INQUEST-INVESTIGATION)

35B. CORONER—SIGNATURE AND DEGREE OR TITLE

35C. DATE SIGNED

DISPOSITION	37. DATE—MONTH, DAY, YEAR	38. NAME AND ADDRESS OF CEMETERY OR CREMATORY	39. EMBALMER'S LICENSE NUMBER AND SIGNATURE
BURIAL	JULY 20, 1988	RIVERSIDE NATIONAL CEMETERY 22495 VAN BUREN AVE., RIVERSIDE, CALIFORNIA	7464 Chuck R. Bird

40A. NAME OF FUNERAL DIRECTOR (OR PERSON ACTING AS SUCH)	40B. LICENSE NO.	41. LOCAL REGISTRAR—SIGNATURE	42. DATE ACCEPTED BY LOCAL REGISTRAR
WESTERN & PERROTT MORTUARY	1198	Robert B. Martin Sr	JUL 20 1988

STATE REGISTRAR	A.	B.	C.	D.	E.	F.

1579

03-6.1-0385

THIS IS A TRUE CERTIFIED COPY OF THE RECORD FILED IN THE COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES IF IT BEARS THIS SEAL IN PURPLE INK.

JUL 20 1988

21

State Registrar and Registrar

EASEMENT

STEVEN C. JAMES, a single man, Sublette County, Wyoming, Grantor, in consideration the receipt of Ten and no/100 ($10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and transfer unto WILLIAM F. ALEXANDER, a/k/a W. F. ALEXANDER, a married man dealing in his sole and separate property, Sublette County, Wyoming, Grantee, his heirs and assigns, a non-exclusive private road easement for ingress and egress over and on the existing road located on the real property described as:

A right-of-way through a portion of the SE¼NE¼ and the E½SE¼ of Section 28, Township 34 North, Range 111 West of the 6th P.M., Sublette County, Wyoming, to the east line of said section 28, being 30 feet in width, the centerline of which is described as follows:

Beginning at a point on the center line of Wyoming State Highway 354, said point being located S19°23'W., a distance of 2576 feet from the northeast corner of said Section 28.

thence from said point of beginning, S.15°44'W., 166 feet,
thence S.01°58'E., 290 feet,
thence S.20°30'E., 129 feet,
thence S.40°30'E., 223 feet,
thence S.36°25'E., 118 feet,
thence S.63°23'E., 67 feet,
thence S.78°14'E., 56 feet to a point on the north line of the S½NE¼SE¼ of Section 28, said point being located S.08°51'W., a distance of 3346 feet from the northeast corner of Section 28,
thence continuing S.78°14'E., 67 feet,
thence S.53°25'E., 168 feet,
thence S.37°51'E., 342 feet,
thence S.25°52'E., 183 feet, to a point on the east line of Section 28, thence S.00°22'W., a distance of 231 feet along the Section line to the point of termination, said point being located S.00°22'W., a distance of 4086 feet from the northeast corner of Section 28.

Said easement is granted on the following conditions:

I. Grantee shall maintain all gates and stock guards used in connection with said roadway easement.

II. Grantee shall not erect any fences along either side of said easement.

III. Grantee shall not interfere in any way with the continued use of said roadway by Grantor or Grantor's heirs or assigns.

IV. Grantee shall reasonably assist Grantor in preventing trespassers from trespassing on Grantor's land adjacent to said easement.

Said easement shall run with, be appurtenant to and for the benefit of Grantee's real property described as:

T.34N., R.111W. of the 6th P.M., Sublette County, Wyoming:

Sec. 34: NW¼
Sec. 27: That part of the SW¼ located southerly of the midthread of the Green River.

JAMES RANCHES, INC., a Wyoming corporation, as a holder of a mortgage on the real property over which this easement crosses hereby joins in said easement and subordinates its mortgage to the easement granted herein.

223470

RECORDED Jan 24 1989 11:50 A.M.
IN BOOK 54 Misc. PAGE 677
FEES $ 10.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Carol L Yates Deputy

DATED this 14 day of November, 1988.

Steven C. James
STEVEN C. JAMES, a single man

Attest:
SEAL
Secretary

JAMES RANCHES, INC.

By Carroll James
President

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Easement was duly acknowledged before me by STEVEN C. JAMES this 14 day of November, 1988.

Witnesseth my hand and official seal.

Karen Hines Notary Public
County of Sublette State of Wyoming
My Commission Expires Oct. 6, 1992

Karen Hines
NOTARY PUBLIC

My Commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Easement was duly acknowledged before me by CARROLL JAMES, President of JAMES RANCHES, INC.

Witnesseth my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

Karen Hines Notary Public
County of Sublette State of Wyoming
My Commission Expires Oct. 6, 1992

BILL OF SALE—FORM NO. 6

679

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That RICHARD J. WHEELER and SHIRLENE P. WHEELER, husband and wife,

of the County of _____ and State of Utah

the parties of the first part, for and in consideration of the sum of Ten and no/100 ($10.00) and other good and valuable consideration _____ DOLLARS lawful money of the United States of America, to them in hand paid by REX W. POULSON and LINDA E. POULSON, husband and wife, _____

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, executors, administrators and assigns,

All of their right, title and interest in and to

(a) That A-frame cabin located on Lot 44, Sylvan Bay Summer Homesites, Sublette County, Wyoming, as the same appears on the plat and map thereof of record in the office of Bridger-Teton National Forest Service, District of Pinedale, Wyoming; together with all improvements and fixtures situate thereon or appurtenant thereto; and

(b) That U.S. Department of Agriculture Forest Service Term Special Use Permit issued in the name of Richard J. Wheeler dated May 10, 1976; Record No. 70; User No. 5133.

223476

RECORDED Jan 24 19 89 4:45 PM
IN BOOK 54 Misc. PAGE 679
FEES $4.00 Mary L. Lenhart COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

TO HAVE AND TO HOLD the same to the said parties of the second part, their heirs, executors, administrators and assigns forever. And they do for their, heirs, executors, 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 our hands and seals the 10TH day of SEPTEMBER 1983.

Signed, Sealed and Delivered in presence of

Richard J. Wheeler (SEAL)
RICHARD J. WHEELER

(SEAL)

Shirlene P. Wheeler (SEAL)
SHIRLENE P. WHEELER

(SEAL)

ACKNOWLEDGMENT

State of WYOMING
County of SUBLETTE ss.

The foregoing instrument was acknowledged before me by Richard J. Wheeler and Shirlene P. Wheeler this 10TH day of SEPTEMBER, 1983.

Witness my hand and official seal.

Dan Segeler
Signature

Notary Public
Title of Officer

Dan Segeler, Notary Public, County of Sublette, State of Wyoming, My Commission Expires Dec. 13, 1986

My Commission Expires:

223485

RECORDED Jan. 25 1989 4:10 P M
IN BOOK 54 Misc. PAGE 680
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF)
)
HAROLD A. THOMPSON, JR.,) Probate No. 1269
)
deceased.)

ORDER
AUTHORIZING SALE AND DELIVERY OF DEED

CAROLINE BRAZELL, the duly appointed, qualified and acting personal representative of the estate, having presented to the court her petition for authority to sell the real property described in said petition for cash contingent upon approval of all beneficiaries and by subsequent motion of the said personal representative reporting to the court that all beneficiaries have consented to the sale and said forms of consent having been duly filed with the court; no objection to the said sale having been been made and said sale appearing as in the best interests of the estate and all parties interested herein;

IT IS ORDERED, ADJUDGED AND DECREED THAT the personal representative, CAROLINE BRAZELL, is authorized and permitted to sell and convey all of the right, title, interest and estate of the said HAROLD A. THOMPSON, JR., deceased, at the time of death and also all of the right, title and interest of the said estate by operation of law or otherwise, may have acquired, other than or in addition to that of the said decedent at the time of his death in and to all of that certain real property situate in said County of Sublette and State of Wyoming, and more particularly described as follows, to-wit:

FILED

JAN 17 1989

APT 936 680

Lot 6, Block 3, Cooley Seventh Addition to the Town of Pinedale, Wyoming,

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto;

for a price of NOT LESS THAN FIFTY-FOUR THOUSAND DOLLARS ($54,000);

IT IS FURTHER ORDERED THAT the said personal representative, CAROLINE BRAZELL, may conduct the sale and conveyance at her earliest convenience, may execute and deliver such deed and other documents and incur such expenses as necessary and practical to complete the sale and that no report of the sale shall be required to be made to the court nor further order of the court is necessary.

DATED this 13 day of Jan, 1989.

ROBERT B. RANCK, District Judge

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing was duly served by prepaid mail upon all counsel of record at their last known address this 17 day of January, 1989

By Diane Ellul-Smithling

cc: Steven Mackey

THE STATE OF WYOMING

COUNTY OF SUBLETTE

I, DIANE E. NEAL-SMITHLING, CLERK OF THE NINTH JUDICIAL DISTRICT COURT, WITHIN AND FOR SAID COUNTY AND IN THE STATE AFORESAID, DO HEREBY CERTIFY THE FOREGOING TO BE FULL, TRUE AND CORRECT COPY.

SIGNED Diane Ellul-Smithling

RELEASE [redacted] STATE MORTGAGE (By Corporation) [redacted]

KNOW ALL MEN BY THESE PRESENTS, That Key Bank of Wyoming formerly First Wyoming Bank N.A.-Big Piney, a corporation, of the County of Sublette, and State of Wyoming, does hereby certify that a certain Assignment, bearing date the 22nd day of March, A. D. 1985, made and executed by Gordon M. Mickelson and Margaret G. Mickelson, as Assignors, to Key Bank of Wyoming formerly First Wyoming Bank N.A.-Big Piney, as Assignee, conveying certain real estate therein mentioned as security for the payment of $[redacted], as therein stated, which Assignment was recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, State of Wyoming, on the 15th day of October 1985, in Book 48 Misc. at page 68, and mortgaging the following described real estate in said County, to-wit:

"All lands described in said Assignment."

is, with a note secured thereby, and the aforementioned debt, fully paid, satisfied, released, and discharged and in consideration thereof the said Assignee does hereby release and quitclaim unto the said Assignor the premises thereby conveyed and Assigned.

IN WITNESS WHEREOF, the Key Bank of Wyoming formerly First Wyoming Bank N.A.-Big Piney has caused these presents to be signed by its Senior Service Officer and its corporate Seal to be hereto affixed this 24th day of January, A. D. 1989.

Signed, Sealed and Delivered in the presence of

Attest Secretary

David L. Harshbarger, President

Key Bank of Wyoming formerly First Wyoming Bank N.A.-Big Piney

By Janice K. Keller SSO

Its Senior Service Officer

Note: If it is not desired to describe lands in space therefor, insert the following: "All lands described in said Assignment."

THE STATE OF WYOMING, } ss.
County of Sublette

On this 24th day of January, 19 89, before me personally appeared Janice K. Keller, to me personally known, who, being by me duly sworn, did say that he is the Senior Service Officer of Key Bank of Wyoming formerly First Wyoming Bank N.A.-Big Piney and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Janice K. Keller acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 24th day of January, A. D. 1989.

Notary Public.

My commission expires on the 12th day of November, A. D. 1991.

THE STATE OF WYOMING, } ss.
County of Sublette

This instrument was filed for record at 4:00 o'clock P M., on the 26 day of January, A. D. 1989 and duly recorded in Book 54 Misc. on Page 682

County Clerk and Ex-Officio Register of Deeds

By Deputy Clerk

No. 223498 Fees, $6.00

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF)
)
MARGARET E. MOCROFT,)
)
deceased.)

Probate No. 1270

ORDER APPROVING FINAL REPORT AND ACCOUNTING AND DECREE OF DISTRIBUTION

DAVID M. MALONEY, executor, under the will, of the estate of MARGARET E. MOCROFT, deceased, and personal representative of the decedent's estate, having filed herein on the 10th day of January, 1988, his final report, accounting and petition for distribution of the residue of said estate, and the same coming on for hearing and hearing thereon having been waived by all of the persons interested in said estate, namely, SYLVIA M. SANDOVAL and HARLENE J. MALONEY, daughters of the decedent and the sole beneficiaries under the will of the decedent, and who have consented to the said final report, accounting and petition for distribution of DAVID M. MALONEY as the representative of the estate, said waiver and consent being in writing and signed by each of said beneficiaries and being on file with the court and the court having examined the files and records herein and heard the testimony and examined the proofs offered in support thereof, and being otherwise advised, does find:

1-

That MARGARET E. MOCROFT died testate on the 21st day of May, 1988, at Idaho Medical Clinic in the City of Idaho Falls, County of Bonneville and State of Idaho, and was at the time of death a

223500 dident of the County of Sublette and State of Wyoming, FILED

RECORDED [illegible] f real and personal property; JAN 26 1989
IN BOOK 224 PAGE 683
FEES $ [redacted] COUNTY CLERK
[redacted] DIA[redacted]EAL-SMITH

2-

That the last will and testament of MARGARET E. MOCROFT, deceased, was filed in this court on the 13th day of June, 1988, and that he, DAVID M. MALONEY, is nominated therein as the executor thereof to serve without bond;

3-

That he, DAVID M. MALONEY, was duly appointed executor on the 14th day of June, 1988, to serve without bond or other security and he did thereafter qualify as said executor and letters testamentary were issued unto him by the clerk of the above-named court on the 14th day of June, 1988, and said letters have not been revoked and he has been at all times thereafter and is now the duly appointed, qualified and acting executor under the decedent's will and personal representative of the decedent's estate;

4-

That notice of probate of said estate was duly published on the 23rd and 30th days of June, and on the 7th day of July, 1988, in The Pinedale Roundup, a newspaper printed and published in the County of Sublette and State of Wyoming; proof of said publication appears by the affidavit of the publisher of said newspaper on file herein; and further that said notice was, on the 22nd day of June, 1988, mailed to all heirs and beneficiaries of the decedent, as follows, to-wit:

SYLVIA M. SANDOVAL
318 West 100 Street - Apartment B
New York City, New York 10025, and

HARLENE J. MALONEY
5214 Vanderhill Road
Torrance, California 90505.

That said mailing was made by JOHN S. MACKEY as attorney for the estate and for this personal representative and proof of said

mailing appears by the affidavit of said JOHN S. MACKEY filed herein on the 24th day of June, 1988;

-5-

That he, DAVID M. MALONEY, personal representative of the estate, has taken possession of all property of the decedent owned at death, the decedent's estate, and reported the same to this court by estate inventory filed herein on the 3rd day of October, 1988, and further said property has been appraised and report of appraisal filed herein on the 13th day of December, 1988, and the description of the decedent's estate, and the appraised value thereof, with adjustments, is more particularly set forth as follows, to-wit:

PERSONAL PROPERTY -		Appraised value
Cash on hand		$ - 0 -
Travelers checks unused		390.00
Checking accounts		
A/C # 4007336 - ROCK SPRINGS NATIONAL BANK		33,665.10
A/C # 497126 - ROCK SPRINGS NATIONAL BANK		34,203.95
LESS: outstanding checks as follows		
Moc[illegible] Family Partnership - 16,036.41		
Mo[illegible]ft Family Partnership - 816.48		(16,852.89)
Certificates of deposit -		
# 10983M - ROCK SPRINGS NATIONAL BANK	$ 15,000.00	
3 months @ 6%		
accrued interest to 5/21/88	133.15	15,133.15
# 11228M - ROCK SPRINGS NATIONAL BANK	$ 10,000.00	
6 months @ 6¼%		
accrued interest to 5/21/88	210.14	10,210.14
Stocks and Bonds -		
AT&T Debenture Bond # 9011-2311		
8 3/4%, 30 yrs. - due 5/15/2000	2,500.00	
accrued interest	3.60	2,503.60
AT&T - Common - 2,125 shares @ 26 3/4		56,843.75
PACIFIC TELESIS - 848 shares @ 28 3/4		24,380.00

[redacted] [redacted] [redacted]

BELL SOUTH - 318 shares @ 39 1/8	12,441.75
NYNEX - 424 shares @ 61 7/8	26,235.00
(Quantum) NATIONAL DISTILLERS - 184 shares @ 74	13,616.00
UNITED MUNCIPAL BOND FUND - 4228.917 shares @ 6.66	28,164.58
UNITED BOND FUND - 4911.658 shares @ 6.05	29,715.53
62.5% interest in MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP	314,565.04
Motor vehicles -	
1970 Chevrolet truck	400.00
1972 Plymouth Fury	275.00
1967 Volkswagon sand buggy	325.00
1981 Chrysler New Yorker	3,500.00
Miscellaneous household furnishings and jewelry	2,000.00
1979 Coachman Travel Trailer 35'	4,000.00
REAL ESTATE -	
Residential property -	
Lots 18, 19 and 20, Block 22, Hennick's First Addition, Town of Pinedale, Wyoming	15,752.00
TOTAL ESTATE as inventoried and appraised	$ 611,466.70

(-

That during administration of the estate he, DAVID M. MALONEY, personal representative, received the following cash belonging to the estate and for which he charges himself as follows:

Item	Amount
Interest	$ 1,883.87
Dividends	3,533.70
Medical refunds	4,170.37
Pac Tel	7.49
Reader's Digest refund	11.93
State Highway for gravel	19.33
Total	$ 9,626.69

BELL SOUTH - 318 shares @ 39 1/8	12,441.75
NYNEX - 424 shares @ 61 7/8	26,235.00
(Quontum) NATIONAL DISTILLERS - 184 shares @ 74	13,616.00
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UNITED BOND FUND - 4911.658 shares @ 6.05	29,715.53
62.5% interest in MARGARET MOCROFT FAMILY LIMITED PARTNERSHIP	314,565.04
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1967 Volkswagon sand buggy	325.00
1981 Chrysler New Yorker	3,500.00
Miscellaneous household furnishings and jewelry	2,000.00
1979 Coachman Travel Trailer 35'	4,000.00
REAL ESTATE -	
Residential property -	
Lots 18, 19 and 20, Block 22, Hennick's First Addition, Town of Pinedale, Wyoming	15,752.00
TOTAL ESTATE as inventoried and appraised	$ 611,466.70

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Dividends	3,533.70
Medical refunds	4,170.37
Pac Tel	7.49
Reader's Digest refund	11.93
State Highway for gravel	19.33
Total	$ 9,626.69

[redacted] [redacted] [redacted]

That expenditures of the estate during administration have been made for which he, said DAVID M. MALONEY, is entitled to credit as follows:

	Amount
Funeral expenses	$ 3,326.97
Last illness and medical	5,532.92
Administration expense:	
Pinedale Roundup - publish notice of probate	61.88
Clerk of district court - filing fee on inventory and appraisal	310.00
Paul C. Hagenstein - appraiser fee	75.00
Robert Hittle - appraiser fee	75.00
Floyd Briggs - appraiser fee	75.00
Printing of checks for estate account	7.39
Telephone expense	167.37
Internal Revenue Service	1,020.00
Sublette County Treasurer - property tax on town lots	129.72
Total	$ 10,781.25

The following-described personal property, to-wit:

Certificates of deposit -

No. 10983M -
Rock Springs National Bank,
principal sum and interest $ 15,133.15

No. 11228M -
Rock Springs National Bank,
principal sum and interest 10,210.14

was inventoried and appraised as property of the estate of the decedent when in fact said certificates of deposit were jointly owned by the decedent and her daughters, SYLVIA M. SANDOVAL and HARLENE J. MALONEY, who did upon the death of MARGARET E. MOCROFT, become the

owners of said certificates of deposit and therefore the total estate is reduced by the amount thereof, to-wit: $25,343.29;

That the residue of property on hand now and available for distribution in accordance with the will is as follows:

Personal property -		
Cash		$ 50,251.60
Stocks and Bonds -		
AT&T Debenture Bond # 9011-2311 8 3/4%, 30 yrs. - due 5/15/2000	2,500.00	
accrued interest	3.60	2,503.60
AT&T - Common - 2,125 shares @ 26 3/4		56,843.75
PACIFIC TELESIS - 848 shares @ 28 3/4		24,380.00
BELL SOUTH - 318 shares @ 39 1/8		12,441.75
NYNEX - 424 shares @ 61 7/8		26,235.00
(Quontum) NATIONAL DISTILLERS - 184 shares @ 74		13,616.00
UNITED MUNICIPAL BOND FUND - 4228.917 shares @ 6.66		28,164.58
UNITED BOND FUND - 4911.658 shares @ 6.05		29,715.53
62.5% interest in MARGARET MORROFT SMITH LIMITED PARTNERSHIP		314,565.04
Motor vehicles -		
1970 Chevrolet truck		400.00
1972 Plymouth Fury		275.00
1967 Volkswagon sand buggy		325.00
1981 Chrysler New Yorker		3,500.00
Miscellaneous household furnishings and jewelry		2,000.00
1979 Coachman Travel Trailer 35'		4,000.00
Real property -		
Lots 18, 19 and 20, Block 12, Hennick's First Addition, Town of Pinedale, Wyoming		15,752.00
Total estate appraised value		$ 584,968.85

No part of the above-described estate is charged with any legacy or devise;

-10-

All expenditures of estate monies are supported by vouchers and cancelled checks; the estate is free and clear of all claims of creditors and the time for filing of claims by creditors expired on the 23rd day of September, 1988, as appears more fully by the notice of probate on file herein; all notices have been duly given; all statutory requirements pertaining to taxes have been met and satisfied; all expenses of last illness, burial expenses and expenses of administration have been paid and satisfied; fees allowable by statute, W.S. 2-7-803 and 804, for services rendered to the estate by this petitioner as personal representative, and by the attorney for the estate, JOHN S. MACKEY, Attorney at Law, of Pinedale, Wyoming, have yet to be determined and allowed by the court and when the same have been allowed by the court the estate will then be in condition for distribution and closing, provided, nevertheless, that the sum of $5,000 be reserved from distribution for the purpose of satisfying fees incurred heretofore for accounting and tax services, and for the payment of recording fees hereafter in the office of the County Clerk of Sublette County, Wyoming, and fees for transfer of titles, and for miscellaneous expenses, all of which to be subject to further accounting to the court;

11.

The last will and testament of the decedent, admitted to probate herein, is not the subject of any action to set aside the said will and the time for so doing expired on the 23rd day of September, 1988, and therefore action to set aside the said will is forever barred;

That the decedent, MARGARET E. MOCROFT, did by her last will and testament admitted to probate herein as above shown, give, devise and bequeath all of the residue and remainder of her estate equally and in equal shares unto her daughters, SYLVIA M. SANDOVAL and HARLENE J. MALONEY, as follows:

Name	Residence	Share
SYLVIA M. SANDOVAL	318 West 109 Street - Apt. B New York City, New York 10025	1/2
HARLENE J. MALONEY	5214 Vanderhill Road Torrance, California 90505	1/2

NOW, THEREFORE, upon the motion of JOHN S. MACKEY as attorney for the personal representative, DAVID M. MALONEY, and for the estate of MARGARET E. MOCROFT, deceased, and no objections thereto having been or otherwise appearing to the court and the court having the personal assurances of JOHN S. MACKEY that there are no objections to the administration of the estate by DAVID M. MALONEY, personal representative, and the said final report and accounting by DAVID M. MALONEY does represent truly the administration and condition of the estate and shows that said DAVID M. MALONEY has in fact administered fully the decedent's estate in a prudent manner and as required by law and that the estate is in condition for distribution and closing, THE COURT DOES

ORDER, ADJUDGE AND DECREE as follows:

That the administration of the estate of MARGARET E. MOCROFT, deceased, by DAVID M. MALONEY and the report of administration, together with the accounting be and the same is hereby approved, allowed and settled;

That DAVID M. MALONEY, personal representative, reserve, subject to further accounting, the sum of FIVE THOUSAND DOLLARS ($5,000) from distribution as and for payment of accounting and tax services upon the estate, and subject to accounting after expenditure and prior to closing of estate;

3-

That said DAVID M. MALONEY, personal representative, be and he is hereby allowed the sum of $ 7,500 as and for services performed by said DAVID M. MALONEY as executor and personal representative of the estate;

4-

That said DAVID M. MALONEY, personal representative, be and he is hereby allowed the sum of $ 7,500 as and for fees to the attorney for the estate, JOHN S. MACKEY;

5-

That all of the rest, remainder and residue of the estate in the hands of the said personal representative, DAVID M. MALONEY, be distributed and set over by said personal representative equally and in equal shares unto the daughters of MARGARET E. MOCROFT, deceased, namely, SYLVIA M. SANDOVAL and MARLENE J. MALONEY, as beneficiaries, devisees and legatees under the last will and testament of MARGARET E. MOCROFT, deceased;

6-

That the following described real and personal property in the hands of the personal representative of the estate, DAVID M. MALONEY, constitutes the residue and remainder of the estate of MARGARET E. MOCROFT, deceased, which is by this order set over to and to be distributed by the personal representative unto SYLVIA M. SANDOVAL

and HARLENE J. MALONEY, devisees and legatees under the will of MARGARET E. NOCROFT, deceased:

Personal property -		
All remaining cash		$ 50,251.60
Stocks and Bonds -		
AT&T Debenture Bond # 9011-2311 8 3/4%, 30 yrs. - due 5/15/2000	2,500.00	
accrued interest	3.60	2,503.60
AT&T - Common - 2,125 shares @ 26 3/4		56,843.75
PACIFIC TELESIS - 848 shares @ 28 3/4		24,380.00
BELL SOUTH - 318 shares @ 39 1/8		12,441.75
NYNEX - 424 shares @ 61 7/8		26,235.00
(Quontum) NATIONAL DISTILLERS - 184 shares @ 74		13,616.00
UNITED MUNCIPAL BOND FUND - 4228.917 shares @ 6.66		28,164.58
UNITED BOND FUND - 4911.658 shares @ 6.05		29,715.53
62.5% interest in MARGARET NOCROFT FAMILY LIMITED PARTNERSHIP		314,565.04
Motor vehicles -		
1970 Chevrolet truck		400.00
1972 Plymouth Fury		275.00
1967 Volkswagon sand buggy		325.00
1981 Chrysler New Yo...		3,500.00
Miscellaneous household furnishings and jewelry		2,000.00
1979 Coachman Travel Trailer 35'		4,000.00
Real property -		
Lots 18, 19 and 20, Block 22, Hennick's First Addition, Town of Pinedale, Wyoming		15,752.00

-7-

That any and all other property, not presently known but which may be hereafter discovered and belonging to the decedent, MARGARET E

MOCROFT, at her death, or to the estate of MARGARET E. MOCROFT, deceased, or in which the estate of MARGARET E. MOCROFT, deceased, has any interest, be and the same is hereby set over and distributed hereby in equal shares unto the daughters of MARGARET E. MOCROFT, deceased, namely, SYLVIA M. SANDOVAL and HARLENE J. MALONEY, as the devisees and legatees under the last will and testament of MARGARET E. MOCROFT, deceased.

DATED this 23 day of January, 1989.

Robert B. Ranck

ROBERT B. RANCK, District Judge

THE STATE OF WYOMING

COUNTY OF SUBLETTE

I, DIANE E. NEAL-SMITHLING, 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 Diane E. Neal-Smithling Deputy

694A

NOTICE OF CONTRACT SALE

HEREBY TAKE NOTICE that FRANK TYLER, JR., a single man, has entered into a contract to sell the hereinafter described real property to ROBERT W. SIEVERS and RALPH E. WOOD, of P.O. Box 130, Pinedale, Wyoming 82941. The real property is described as:

Tract Five (5) Tyler Second Subdivision as the same appears of record on the official map thereof as 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 the United States patents or of record and to easements and rights-of-way of record or in use; and, to prior mineral reservations of record.

NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
NO PROPOSED DOMESTIC WATER SOURCE.
NO PROPOSED PUBLIC MAINTENANCE OF STREET OR ROADS.

There are may other covenants in the original Agreement For Warranty Deed of which each party has a copy.

DATED this 30th day of January, 1989.

FRANK TYLER, JR.

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Notice of Contract Sale** was acknowledged before me by FRANK TYLER, JR., this 30th day of January, 1989.

WITNESS my hand and official seal.

Susan J. Rodgers
Notary Public
County of
Sublette
State of
Wyoming
My Commission expires
Dec. 12, 1990

NOTARY PUBLIC

My Commission Expires: 1-2/12/90

223513

RECORDED Jan. 30 1989 2:30 P.M.
IN BOOK 54 Misc. PAGE 694A
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Joan Riley

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 31st day of January, 1989, between KURT CHRISTOPHER YOUNG, a single man, and WALTER GARRETT YOUNG, individually and as Trustee in trust for the benefit of KELLAE CHRISTINE YOUNG, as Sellers, and R. BRENT DEAN and JOAN D. DEAN, 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 attached hereto and incorporated herein as if set forth in full:

Buyers' address for tax purposes is P.O. Box 705, Pinedale, WY 82941.

There are many other covenants in the original Agreement For Deed of which each party has a copy.

DATED this 31 day of January, 1989.

223527

RECORDED Jan 31 1989 8:15 A.M.
IN BOOK 541 misc PAGE 625
FEES $8.25 Mildred Randall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Donald D. Cheney, Deputy

SELLERS:

Kurt Christopher Young
KURT CHRISTOPHER YOUNG

Walter G. Young
WALTER GARRETT YOUNG, individually and as Trustee in trust for the benefit of Kellae Christine Young

BUYERS:

R. Brent Dean
R. BRENT DEAN

Joan D. Dean
JOAN D. DEAN

STATE OF Wyoming)
) ss.
COUNTY OF Albany)

The foregoing Memorandum of Agreement was acknowledged before me by KURT CHRISTOPHER YOUNG this 28 day of January, 1989.

WITNESS my hand and official seal.

Donna Toro
County of Albany
Notary Public
State of Wyoming
My Commission Expires Sept. 28, 1991

Donna Toro
NOTARY PUBLIC

My Commission Expires: 9-28-91

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing Memorandum of Agreement was acknowledged before me by WALTER GARRETT YOUNG, individually and as Trustee in trust for the benefit

of Kellae Christine Young, this 15th day of January, 1989.

WITNESS my hand and official seal.

Ellen Northcutt
NOTARY PUBLIC

My Commission Expires: 12-19-89

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Memorandum of Agreement was acknowledged before me by R. BRENT DEAN and JOAN D. DEAN, this 25th day of January, 1989.

WITNESS my hand and official seal.

Aileen M. Bailey
Notary Public
County of Sublette
State of Wyoming
My Commission Expires Sept. 17, 1990

Aileen M. Bailey
NOTARY PUBLIC

My Commission Expires: Sept 17, 1990

A tract of land in the NE¼, Section 11, T33N, R109W, of the 6th P.M., and described as: Beginning at a point located on the east line of said Section 11, S.00°05'W., a distance of 418.00 feet from the northeast corner of said Section 11; thence continuing S.00°05'W., along the section line 899.31 feet to a point; thence N89°55'W., 418 feet to a point; thence N.00°05'02"E., 896.03 feet to a point; thence N.89°38'E., 418.00 feet to the point of beginning, containing 8.61 acres, more or less;

and,

A tract of land located in the NE¼NE¼ of Section 11, T33N. R109W, of the 6th P.M., Sublette County, Wyoming, more particularly described as follows: Beginning at a point which is located N89°04'15"W., a distance of 418.00 feet and S.00°05'00"W., a distance of 251.52 feet from the NE corner of said Section 11; thence from said point of beginning S.00°05'00"W., a distance of 166.48 feet; thence S.00°05'10"W., a distance of 890.05 feet to a point on the centerline of a right-of-way; thence N.79°31'38"W., along the centerline of said right-of-way a distance of 0.53 feet to a point on a curve to the right having a central angle of 80°23'13" and a radius of 308.95; thence along the arc of said curve a distance of 433.46 feet along the centerline of the right-of-way, to a point of tangency; thence continuing along said right-of-way N.00°51'35"E., a distance of 582.82 feet to a point on a curve to the right having a central angle of 63°37'59" and a radius of 80.59 feet; thence along the arc of said curve a distance of 89.50 feet along the centerline of the right-of-way; thence continuing along said right-of-way centerline N.64°29'34"E., a distance of 118.52 feet to a point on a curve to the left having a central angle of 57°05'37" and a radius of 55.14; thence continuing along the arc of said curve a distance of 54.95 feet along the centerline of said right-of-way; thence East a distance of 62.33 feet to a point of beginning. Said tract contains 5.32 acres, more or less:
TOGETHER WITH all buildings, fences and improvements situated thereon or appurtenant thereto, and TOGETHER WITH all water and water rights, ditch and ditch rights, reservoir and reservoir rights situated thereon or appurtenant thereto:
EXCEPTING THEREFROM a tract of land located in the NE¼NE¼ of Section 11, Township 33 North, Range 109 West of the 6th Principal meridian, Sublette County, Wyoming, and more particularly described as follows: Beginning at a point which is S.30°34'38.9"W., a distance of 823.67 feet from the Northeast Corner of said Section 11; thence from said point of beginning S.00°05'10"W., a distance of 350.00 feet; thence N.89°55'00"W., a distance of 247.52 feet to a point of curve to the right, the tangent at which point bears N.11°27'47"W., said curve having a central angle of 12°19'22", a tangent of 33.35 feet and a radius of 308.95 feet; thence along the arc of said curve, a distance of 66.45 feet; thence N.[illegible]°51'35"E., a distance of 284.00 feet; thence S.89°55'00"E., a distance of 249.91 feet to the point of beginning; said tract contains 2.02 acres, more or less:

and

EXCEPTING THEREFROM A tract of land located in the NE¼NE¼ of Section 11, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming and more particularly described as follows: Beginning at a point which bears S.00°05'10"W., a distance of 350.00 feet from a point which bears S.30°34'38.9"W., a distance of 823.67 feet from the Northeast Section Corner of said Section 11; thence from said point of beginning S.00°05'10"W., a distance of 242.14 feet; thence N.79°31'38"W., along the centerline of road, a distance of 0.53 feet to a point of curve to the right, said curve having a central angle of 68°03'51", a radius of 308.95 feet and a tangent of 208.64 feet; thence along the arc and centerline, a distance of 367.02 feet; thence S.89°55'00"E., a distance of 247.52 feet to the point of beginning; said tract contains 0.98 acres, more or less.

The State of Wyoming)
: ss.
County of Sweetwater)

A F F I D A V I T

Edward L. Bowdish, of lawful age, being first duly sworn upon his oath according to law, deposes and says:

1. That Edward L. Bowdish and Juanita Bowdish entered into an Agreement for Sale of Real Estate on June 28, 1975 with Ranch Liquidators, Inc., as Seller, which Agreement for Sale of Real Estate was recorded December 7, 1977, in Book 33 of Misc., Page 435, in the office of the County Clerk of Sublette County, Wyoming, covering the following described real property:

Lots numbered Thirty-one (31) and Thirty-eight (38), Green River Ranch Subdivision, Unit D, Sublette County, Wyoming.

2. That Juanita Bowdish, also known as Juanita L. Bowdish, died on May 24, 1988, at Rock Springs, Sweetwater County, Wyoming.

3. That subsequent to the death of Juanita Bowdish, Froerer Corp., a Utah corporation, pursuant to the terms of the aforesaid Agreement, duly and regularly executed and delivered a Warranty Deed dated November 22, 1988, in favor of Edward L. Bowdish and Juanita Bowdish, as joint tenants with full right of survivorship, Grantees, which warranty deed was filed for record in the office of the County Clerk within and for Sublette County, Wyoming, on 5th day of January, 1989, and recorded in Book 28 of Deeds on Page 651, under Reception No. 223232

4. That at the time of the execution of said Agreement, the conveyance of the real property hereinabove described was contracted to be made to Edward L. Bowdish and Juanita Bowdish, as joint tenants with full right of survivorship, and they owned and held the equitable title to said real property, pursuant to said Agreement, as joint tenants with rights of survivorship.

5. That Edward L. Bowdish survived Juanita Bowdish and by virtue thereof, said joint tenancy with full right of survivorship vested in him upon the death of said Juanita Bowdish and that he then became the owner in fee simple of all the real property hereinbefore particularly described.

6. 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, Juanita L. Bowdish, also known as Juanita Bowdish, certified to by the public authority in which such original death certificate is made of record.

Dated this 1st day of February, 1989.

Edward L. Bowdish

Subscribed and sworn to before me this 1st day of February, 1989.

My commission expires:

223532

Notary Public

RECORDED Feb. 1 1989 @ 1:42
IN BOOK 54 Misc. PAGE 698
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

55

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

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

DECEDENT

1. DECEDENT—NAME FIRST	MIDDLE	LAST	SEX	DATE OF DEATH (Mo., Day, Yr.)
JUANITA		BOWDISH	2. Female	3. May 24, 1988

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)	5. AGE—Last Birthday (Yrs.)	UNDER 1 YEAR: 5b. MOS. / DAYS	UNDER 1 DAY: 5c. HOURS / MINS.	6. DATE OF BIRTH (Mo., Day, Yr.)
White	Spanish	54			February 15, 1934

7a. PLACE OF DEATH—Hospital or other institution (Name) (If not in either, give street address or location)	7b. IF HOSP. OR INST., WAS DOA OR Emer. Rm., Inpatient (Specify)	7c. CITY, TOWN OR LOCATION OF DEATH	7d. COUNTY OF DEATH
Mem. Hosp. of Sweetwater County	Inpatient	Rock Springs	Sweetwater

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)
Kansas	U.S.A.	Married	Edward Bowdish	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
513-28-0121	Central Supply Clerk	Health Care

15a. RESIDENCE—STATE	15b. COUNTY	15c. CITY, TOWN OR LOCATION	15d. STREET AND NUMBER	15e. INSIDE CITY LIMITS (Specify Yes or No)
Wyoming	Sweetwater	Rock Springs	1132 Palisades Court	Yes

16. FATHER'S NAME FIRST	MIDDLE	LAST	17. MOTHER'S MAIDEN NAME FIRST	MIDDLE	LAST
John		Valverde	Lupe		Pinales

DISPOSITION

18a. INFORMANT—NAME (Type or Print)	18b. MAILING ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP)
Mr. Edward Bowdish	1132 Palisades Court Rock Springs, Wyoming 82901

19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify)	19b. DATE (Mo., Day, Yr.)	19c. CEMETERY OR CREMATORY—NAME	19d. LOCATION—CITY OR TOWN, STATE
Burial	5-27-1988	Wataha Memorial Section Rock Springs Municipal	Rock Springs, Wyoming

20a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	NUMBER	20b. NAME OF FACILITY	NUMBER	20c. ADDRESS OF FACILITY
[signature]	406.	Vase Funeral Home	85	154 Elk Street Rock Springs, 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]

21b. DATE SIGNED (Mo., Day, Yr.)	21c. HOUR OF DEATH
May 27, 1988	9:30A M

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

21e. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print)

Michael McInnis, M.D., 1208 Hilltop Drive, Rock Springs, Wyoming 82901

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 SIGNED (Mo., Day, Yr.)	22c. HOUR OF DEATH
	M
22d. PRONOUNCED DEAD (Mo., Day, Yr.)	22e. PRONOUNCED DEAD (Hour)
	22f. AT M

23. REGISTRAR (Signature)	24b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
[signature]	May 27, 1988

CAUSE OF DEATH

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

PART I		Interval between onset and death
25.	IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).) Respiratory Arrest	4-5 minutes
	DUE TO, OR AS A CONSEQUENCE OF:	
	(b) End Stage Metastatic Cancer of Breast	15 years
	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 (a)	26. AUTOPSY (Specify Yes or No)	27. WAS CASE REFERRED TO CORONER (Specify Yes or No)
	No	No

28a. ACC., SUICIDE, HOM., UNDET., OR PENDING INVEST. (Specify)	28b. DATE OF INJURY (Mo., Day, Yr.)	28c. HOUR OF INJURY	28d. DESCRIBE HOW INJURY OCCURRED
		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: Sec. 35-1-131(b) ... Penalty for failure to do so, W.S. 35-1-...

Date Issued June 1, 1988

THIS IS TO CERTIFY that this is a true correct conformed reproduction of the original copy of the death certificate completed by the VASE FUNERAL HOME and submitted to the VITAL RECORD SERVICES, Wyoming Department of Health and Social Services, Division of Health and Medical Services at Cheyenne, Wyoming.

[signature]
VASE FUNERAL HOME
154 Elk Street
Rock Springs, Wyoming

STATE OF WYOMING)
COUNTY OF SWEETWATER) ss
Subscribed and sworn to before me a Notary Public this 1st day of June 19 88

[signature]

My commission expires on January 16, 1991

A F F I D A V I T

The Principality of Wales)

RHYL)

_____)

Comes now, Garry H. Goodfellow and Margaret R. Goodfellow, husband and wife of Dendigh, North Wales, Great Britain, who being duly sworn, on oath according to law, do hereby make the following statement of facts and affirm:

1. That he is the owner of the land of the proposed lot division in Lot 1 (NE¼NE¼) of Section 3, T36N, R113W also known as Tract 1 of Section 3 of Hoback Ranches Subdivision, Sublette County, Wyoming.

2. That they have reviewed the proposed plat noting that the land is to be divided into two tracts, Tract W and Tract E.

3. That they have read and understand the provisions of the Certificate of Owners and the implications thereof.

4. That this affidavit is signed in the stead of and with the same effect as if the original linen plat as filed in th Office of the Clerk of Sublette County was manually signed by them.

Garry H. Goodfellow
Garry H. Goodfellow

Margaret R. Goodfellow
Margaret R. Goodfellow

The foregoing instrument was acknowledged before me by Garry H. Goodfellow and Margaret R. Goodfellow this 11th day of August, 1988.

Witness my hand and official seal.

Joseph R. Lloyd
Notary Public

Real Llwyd Cymru
United Kingdom.

~~My commission expires~~

My Faculty shall for so long as I shall practise.

223561

RECORDED Feb. 8 1989 9:30 AM
IN BOOK 54 Misc. PAGE 700
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

LOAN MODIFICATION AGREEMENT

WHEREAS on the 2nd day of January, 1988 Doyle F. Child and Elaine C. Child, P.O. Box 248, Afton, WY duly executed and delivered a Promissory Note in the amount of ONE HUNDRED THOUSAND ($100,000.00) to BANK OF JACKSON HOLE, and

WHEREAS, on the 2nd day of January, 1988, Doyle F. Child and Elaine C. Child, duly executed and delivered a Mortgage on Real Property to THE BANK OF JACKSON HOLE, Jackson, Wyoming. Said Mortgage was in the principal amount of ONE HUNDRED THOUSAND ($100,000.00). Said Mortgage was recorded in the Office of Sublette County Clerk on March 8, 1988 in Book 49 of Mtgs Page 114, as Instrument 220041, and

WHEREAS, it is in the mutual interest of both parties that the final maturity date on said Promissory Note and Mortgage be extended to January 2, 1990 with interest and principal due January 2, 1990.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties mutually agree and maturity of said Promissory Note and Mortgage are hereby extended to January 2, 1990 with principal and interest due at maturity.

Dated at Jacskon, Wyoming, this 3rd day of January, 1989.

BANK OF JACKSON HOLE

Melvin D. Hutchings, President

Doyle F. Child

Elaine C. Child

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the 3rd day of January, 1988, before me personally appeared Melvin D. Hutchings, to be personally known, who being by me duly sworn, did say that he is the President of BANK OF JACKSON HOLE, and that seal affixed to said instrument is the corporation seal of said corporation, and the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said President acknowledged said instrument to be the free act and deed of said corporation.

Dawnett E. Boyer
County of
Teton
My Commission Expires
Notary Public
State of
Wyoming
Mar. 25, 1992

Dawnett E. Boyer-Cook
Notary Public

WITNESS my hand and official seal.

STATE OF [illegible])
) ss.
COUNTY OF [illegible])

On the 17 day of January, 1989, before me personally appeared Doyle F. and Elaine C. Child.

WITNESS my hand and official seal.

223570

RECORDED Feb. 8 19 89 1:40 P.M.
BOOK 54 Misc. PAGE 701
FEES $ 4.00 Mary C. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

RELEASE AND TERMINATION STATEMENT

THIS RELEASE AND TERMINATION STATEMENT, dated as of November 23, 1988 is from General Atlantic Energy Corporation (formerly known as ITR Petroleum, Inc.), a Delaware corporation with an address of 410 17th Street, 14th Floor, Denver, Colorado 80202 ("GAEC"), to Energetics, Inc. ("Debtor"), a Colorado corporation with an address of 116 Inverness Drive East, Englewood, Colorado 80112.

RECITALS

A. Debtor and MM&S Partners, a Colorado general partnership ("MM&S") executed and delivered to Continental Illinois National Bank and Trust Company of Chicago ("CINB") a Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of May 7, 1980 from Energetics, Inc. (now known as Energetics Operating Company) and MM&S, as amended and supplemented by that certain First Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated as of March 22, 1983 from Energetics, Inc. (such instrument, as so amended and supplemented being herein called the "Deed of Trust"), and delivered to CINB one or more financing statements relating thereto (collectively, the "Financing Statement") which instruments were filed for recording as described on Schedule I attached hereto and made a part hereof.

B. In accordance with Section 5. of the First Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement described above, Debtor only was released from its obligations under the Deed of Trust.

C. The rights, titles and interests of CINB under and pursuant to the Deed of Trust and Financing Statement were assigned by CINB to the Federal Deposit Insurance Corporation (the "FDIC") by certain Assignments dated September 26, 1984.

D. The rights, titles and interests of the FDIC under and pursuant to the Deed of Trust and Financing Statement were assigned by the FDIC to ITR Petroleum, Inc. by Assignment of Promissory Note and Collateral Security Documents dated June 28, 1985.

E. If necessary for recordation hereof a description of the property covered by the Deed of Trust and located in the county in which a particular counterpart of this Release is to be recorded shall be attached to that counterpart.

E. GAEC desires that the Deed of Trust be released in full and that the Financing Statement be terminated.

RELEASE AND TERMINATION

In consideration of Ten Dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, GAEC does hereby remise, release and forever quitclaim to Debtor, its successors and assigns, all of the right, title and interest which GAEC may have under the Deed of Trust in and to all property covered thereby. GAEC hereby terminates the Financing Statement and confirms that GAEC no longer claims a security interest under the Financing Statement.

Executed as of the date first above written.

223575

GENERAL ATLANTIC ENERGY CORPORATION

By: _____
Name: Donald D. Wolf
Title: President

RECORDED Feb 9 1989 4:15 P M
BOOK 54 Misc. PAGE 702
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By. Mary Riley

STATE OF COLORADO §
§
COUNTY OF DENVER §

BEFORE ME, the undersigned authority, on this day personally appeared Donald D. Wolf, President of General Atlantic Energy Corporation, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

WYOMING The foregoing instrument was acknowledged before me by the above individual on this day.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23 day of November, 1988.

Janet L. Triantos, Notary Public

My Commission Expires:
12/23/89

Janet L. Triantos
(Printed Name of Notary Public)

GAE1/031/dkk

SCHEDULE I

A. Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated May 7, 1980 from Energetics, Inc. and MM&S Partners, a Colorado general Partnership, was recorded and filed as follows:

JURISDICTION	DATE FILED	RECORDING AND FILING DATA
Secretary of State of Colorado, UCC Records	6/9/80	UCC No. 432163
County Clerk of Sublette County, Wyoming, Real Estate Records	5/27/80	Mtg. Book 32 Page 639

B. As to Amendments and Supplements to A. above, the following was filed as follows:

Sublette County Wyoming UCC Records			
(a)	Financing Statement	7/2/82	UCC No. U17940
(b)	Financing Statement	8/23/82	UCC No. U18071
(c)	Financing Statement	8/8/83	UCC No. U19024

$14.00

223577

RECORDED Feb. 10 1989 11:00 AM
IN BOOK 54 Misc. PAGE 705
FEES 19.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Lou Fahy

RECORDED ...Feb...3, 1989 ...9A M
IN BOOK 270PR PAGE 375
698446

Recorded at the Request of: Irene Warr, 311 South State Street, Suite 280, Salt Lake City, Utah 84111
Send Tax Notices To: Pamela C. Johnson and Penny D. Chrisman, 1267 East 5424 South, Ogden, Utah 84403

375

DEED OF DISTRIBUTION BY PERSONAL REPRESENTATIVE

This Deed, made by Pamela C. Johnson, as personal representative of the estate of Delle J. Chrisman, deceased, Grantor, to Pamela C. Johnson, AS TO AN UNDIVIDED ONE HALF INTEREST THEREIN, Grantee, whose address is 1267 East 5424 South, Ogden, Utah 84403 and to Penny D. Chrisman, Grantee AS TO AN UNDIVIDED ONE HALF INTEREST THEREIN, whose address is 435 West 57th Street, No. 7B, New York, New York 10019;

WHEREAS, Grantor is the qualified personal representative of said estate, filed as Probate No. P88 16864 in Weber County, State of Utah; and

WHEREAS, Grantees are entitled to distribution of the interests of Delle J. Chrisman in and to all of the oil and gas and other hydrocarbons and without restriction to such enumerated minerals, any other minerals, in, on or under, or that may be produced from the hereinafter described real property;

THEREFORE, for valuable consideration received, Grantor conveys and releases to Grantees, as tenants in common, all of the interest of the deceased, Delle J. Chrisman, in and to the oil and gas and other hydrocarbons and without restriction to such enumerated minerals any other minerals in, on or under, or that may be produced from the lands in Lincoln and Sublette Counties, state of Wyoming, hereinafter described:

376 (With respect to the decedent's interests, the parcel numbers used herein are for easy reference only):

Lincoln County

PARCEL 1:

Southwest Quarter of the Northwest Quarter (SW1/4NW1/4), Northwest Quarter of the Southwest Quarter (NW1/4SW1/4), Southeast Quarter of the Southwest Quarter (SF1/4SW1/4), Section 13; East Half of the Northeast Quarter (E1/2NE1/4), Section 14; North Half of the Northwest Quarter (N1/2NW1/4), Southeast Quarter of the Northwest Quarter (SE1/4NW1/4), Section 24; all in Township 23 North, Range 116 West of the 6th Principal Meridian.

PARCEL 2::

Tracts Numbered 73, 74, 75 and 78 in Township 24 North, Range 117 West of the 6th Principal Meridian. Described in the original survey as the Northeast Quarter (NE1/4), Section 10; South Half of the Northeast Quarter (S1/2NE1/4), Southwest Quarter of the Northwest Quarter (SW1/4NW1/4), Southeast Quarter (SE1/4), Northwest Quarter of the Southwest Quarter (NW1/4SW1/4), Southeast Quarter of the Southwest Quarter (SE1/4SW1/4), Lot One (1), Section 3; Southeast Quarter of the Northeast Quarter (SE1/4NE1/4), Lot One (1), Section 4; all in Township 24 North, Range 117 West of the 6th Principal Meridian.

PARCEL 3:

Lots Five (5) and Six (6), Section 19, Township 25 North, Range 116 West of the 6th Principal Meridian.

PARCEL 4:

East Half of the Northwest Quarter (E1/2NW1/4), Northeast Quarter NE1/4), Section 24; Northeast Quarter (NE1/4), East Half of the Northwest Quarter (E1/2NW1/4), Northeast Quarter of the Southeast Quarter (NE1/4SE1/4), Section 21; Southeast Quarter (SE1/4), East Half of the Southwest Quarter (E1/2SW1/4), Section 27; Southwest Quarter of the Northwest Quarter (SW1/4NW1/4), Section 35; North Half of the Northeast Quarter (N1/2NE1/4), Southeast Quarter of the Northeast Quarter (SE1/4NE1/4), East half of the Northwest Quarter (E1/2NW1/4), Section 34; West Half of the Northwest Quarter (W1/2NW1/4), Section 15; Northwest Quarter of the Southwest Quarter (NW1/4SW1/4), South Half of the Southwest Quarter (S1/2SW1/4), Section 22; North Half of the Northwest Quarter (N1/2NW1/4), Southwest Quarter of the Northwest Quarter (SW1/4NW1/4), West Half of the Southwest Quarter

(W1/2SW1/4), Section 26; Southwest Quarter of the Northwest Quarter (SW1/4NW1/4), Section 24; Southeast Quarter of the Northeast Quarter (SE1/4NE1/4), North Half of the Southeast Quarter (N1/2SE1/4), Southwest Quarter of the Southeast Quarter (SW1/4SE1/4), Southeast Quarter of the Southwest Quarter (SE1/4SW1/4), Section 23; West Half of the Southwest Quarter (W1/2SW1/4), Section 10; South Half of the Northeast Quarter (S1/2NE1/4), South Half of the Northwest Quarter (S1/2NW1/4), Southeast Quarter (SE1/4), Northeast Quarter of the Southwest Quarter (NE1/4SW1/4), Section 22; Southwest Quarter of the Southwest Quarter (SW1/4SW1/4), Section 23; Northeast Quarter (NE1/4), East Half of the Northwest Quarter (E1/2NW1/4), Section 27; all in Township 25 North, Range 117 West of the 6th Principal Meridian.

PARCEL 5:

All of Section 18 LESS AND EXCEPT the Southwest Quarter of the Southwest Quarter (SW1/4SW1/4), Township 20 North, Range 112 West of the 6th Principal Meridian.

PARCEL 6:

All of Section 13 LESS AND EXCEPT Oregon Short Line Railroad Company Right of Way, Township 20 North, Range 113 West of the 6th Principal Meridian.

PARCEL 7:

All of Section 15, Township 20 North, Range 113 West of the 6th Principal Meridian.

PARCEL 8:

All of Section 23, Township 20 North, Range 113 West of the 6th Principal Meridian.

PARCEL 9:

All of Section 1, Township 20 North, Range 113 West of the 6th Principal Meridian.

PARCEL 10:

All of Section 3, Township 20 North, Range 113 West of the 6th Principal Meridian.

PARCEL 11:

All of Section 11, Township 20 North, Range 113 West of the 6th Principal Meridian.

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PARCEL 12:

Lot Five (5), Section 19; Tracts or Lots Numbered 48 and 52, Township 26 North, Range 113 West of the 6th Principal Meridian.

PARCEL 13:

Tract Numbered 37, described by the original survey as Southeast Quarter (SE1/4), South Half of the Northeast Quarter (S1/2NE1/4), Northwest Quarter of the Northeast Quarter (NW1/4NE1/4), Northeast Quarter of the Southwest Quarter (NE1/4SW1/4), Northwest Quarter (NW1/4), Section 26;

Tract Numbered 38, described by the original survey as West Half of the Southwest quarter (W1/2SW1/4), Southeast Quarter of the Southwest Quarter (SE1/4SW1/4), Southwest Quarter of the Southeast quarter (SW1/4SE1/4), Section 22;

Northeast Quarter of the Northeast Quarter (NE1/4NE1/4), LESS AND EXCEPT a 10.35 acre part conveyed to Union Pacific Railroad Company in a deed dated May 12, 1898;

Lot Numbered Five (5), Section 20; Lots Numbered 3, 4 and 6 of Section 22; Lot Numbered Two (2), Section 26; all of the above in Township 21 North, Range 113 West of the 6th Principal Meridian.

PARCEL 14:

Tracts Numbered 68, 70, 73 and 80 described by the original survey as East Half of the Northeast Quarter (E1/2NE1/4), West Half of the Northwest Quarter (W1/2NW1/4), East Half of the Southeast Quarter (E1/2SE1/4), West Half of the Southwest Quarter (W1/2SW1/4), Section 8; South Half (S1/2), Section 5; South Half of the Northwest Quarter (S1/2NW1/4), North Half of the Southwest Quarter (N1/2SW1/4), Section 4; Township 25 North, Range 118 West of the 6th Principal Meridian.

PARCEL 15:

AS TO AN UNDIVIDED ONE-HALF INTEREST TO THE FOLLOWING:

Tracts Numbered 49 and 53, described by the original survey as West Half of the Southwest Quarter (W1/2SW1/4), Southwest Quarter of the Northwest Quarter (SW1/4NW1/4), Section 28; Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4), North Half of the Southwest Quarter (N1/2SW1/4), Southeast Quarter of the Southwest Quarter (SE1/4SW1/4), South Half of the Northeast Quarter (S1/2NE1/4), South Half of the Northwest Quarter (S1/2NW1/4), Section 29; Northeast Quarter

of the Northwest Quarter (NE1/4NW1/4), North Half of the Northeast Quarter (N1/2NE1/4), Southeast Quarter of the Northeast Quarter (SE1/4NE1/4), Section 30; and Lot Numbered 49; Township 26 North, Range 113 West of the 6th Principal Meridian.

SUBLETTE COUNTY

Sec. 18: Lots 1 and 2, E1/2NW1/4, T29N, R112W, 6th P.M. Sec. 11: E1/2SW1/4, SE1/4, Sec. 12: NW1/4SW1/4, S1/2S1/2, Sec. 13: N1/2N1/2, SE1/4NE1/4, SE1/4, SE1/4SW1/4; Sec. 14: N1/2NE1/4, NE1/4NW1/4, Sec. 24: N1/2NE1/4, T29N, R113W, 6th P.M., containing approximately 1,146.01 acres.

Section 11: Lots 2 and 3, SE1/4NW1/4, Township 32 North, Range 114 West; Section 30: S1/2SE1/4; Section 31: N1/2NE1/4, Lots 2, 3 and 4, SE1/4NW1/4, E1/2SW1/4, Township 33 North, Range 113 West; Section 26: S1/2S1/2 and Section 35: NW1/4NE1/4, Township 33 North, Range 114 West, containing approximately 950.29 acres.

Section 10: SE1/4NE1/4, N1/2SE1/4, SE1/4SE1/4; Section 11: W1/2SW1//4, Township 29 North, Range 113 West.

Section 34: E1/2SE1/4; Section 35: S1/2SW1/4, Township 30 North, Range 114 West; Section 1: S1/2SW1/4; Section 2: S1/2SE1/4, E1/2SW1/4, Lot 3, SE1/4NW1/4; Section 11: N1/2NE1/4; Section 12: N1/2NW1/4, Township 29 North, Range 114 West, containing approximately 628.58 acres.

S1/4S1/4, of Section 15; E1/2NE1/4 Section 21; N1/2N1/2, SW1/4NE1/4, Section 22, all in Township 31 North, Range 113 West, containing approximately 520.00 acres.

Lots 1, 6, 7, 13, NE1/4SE1/4, Section 21; SW1/4SW1/4, Section 22; W1/2NW1/4, SE1/4NW1/4, N1/2SW1/4, Section 27; Lots 1, 6, 7, SE1/4NE1/4, Section 28, All in Township 29 North, Range 111 West, containing approximately 533.53 acres.

EXECUTED this 27 day of December, 1988.

Pamela C. Johnson
Personal Representative of the Estate of Dellie J. Chrisman, Deceased.

380

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 27th day of December, 1988, personally appeared before me Pamela C. Johnson, as personal representative of the estate of Delle J. Chrisman and as signer of the foregoing instrument who duly acknowledged to me that she executed the same.

Notary Public Residing at Salt Lake County, Utah

My Commission Expires:

January 16, 1991

AFFIDAVIT FOR COLLECTION AND DISTRIBUTION OF
DECEDENT'S PERSONAL PROPERTY
PURSUANT TO W.S. 2-1-201

223579

RECORDED Feb. 10 1989 12:15 P.M.
IN BOOK 54 Misc. PAGE 711
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A. Cheney, Deputy

STATE OF WYOMING :
: ss.
COUNTY OF SUBLETTE :

I, William T. Close and, being first duly sworn, on oath depose and state that I am making this affidavit pursuant to W.S. 2-1-201, on behalf of myself and my brother, Edward E. Close, Jr., as the distributees, as hereinafter set forth, that I make the following statement in connection therewith:

1. That Elizabeth T. Close became deceased December 27, 1988, in Big Piney, Wyoming, and was a resident of Sublette County, State of Wyoming, at the time of death; that the decedent died testate; that the decedent left no surviving spouse; that the sole and only parties entitled to the estate of the decedent are the distributees hereinafter named.

2. That the value of the entire estate of said decedent, wherever located, does not exceed $30,000.00.

3. That more than thirty (30) days have elapsed since the date of death of the decedent.

4. That no application for the appointment of a personal representative of said decedent is pending or has been granted in any jurisdiction.

5. That the following named distributees are the sole and only parties entitled to the estate of the decedent; that there are no other distributees of the decedent having a right to succeed to any of the property of the decedent under probate proceedings; and that therefore the following named claiming distributees are entitled to payment or delivery of

all of decedent's property:

Name	Relationship
William T. Close	Son
Edward B. Close, Jr.	Son

6. That among the assets owned by said decedent was the following:

a) Key Bank of Wyoming, P.O. Box 414, Big Piney, WY 83113; Account No. 8F113068.

7. That the original of this affidavit is being filed of record with the County Clerk of Sublette County, Wyoming, in compliance with W.S. 2-1-201(c), as amended.

Executed as of this 10th day of February, 1989.

William T. Close
William T. Close

Subscribed and sworn to before me by William T. Close, this 10th day of February, 1989.

Kathleen A. King - Notary Public
County of Sublette — State of Wyoming
Commission Expires Jan. 10, 1991

Kathleen A. King
NOTARY PUBLIC

My commission expires: January 10, 1991.

AFFIDAVIT
NOTICE OF MERGER

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

I, Martin M. Bohac, Regional Counsel and Assistant Corporate Secretary of the National Bank for Cooperatives, a federally chartered instrumentality, and a corporation organized and existing under the laws of the United States of America, do hereby, on oath, depose and certify that:

Pursuant to a vote according to the bylaws of each Bank for Cooperatives, members of the below listed 11 Constituent Banks for Cooperatives voted to merge into a Consolidated Bank, which is named "National Bank for Cooperatives".

The Farm Credit Administration approved the same, effective as January 1, 1989, and issued Charter No. 14 (Exhibit "A" attached).

The headquarters of the National Bank for Cooperatives is located at 5500 South Quebec Street, Englewood, Colorado 80111 (mailing address - P. O. Box 5110, Denver, CO 80217), and the Omaha Region office is located at 800 Farm Credit Building, 206 South 19th Street, Omaha, Nebraska 68102.

Article II of the Plan of Merger provides that:

ARTICLE II

Effect of the Merger

On the Effective Date, the separate corporate existence of the Constituent Banks shall cease, and all of the assets and property (real, personal and mixed, tangible and intangible), choses in action, rights and credits then owned by the Constituent Banks shall immediately and by operation of law, and without any conveyance, transfer or further action, become the property of the Consolidated Bank by virtue of the Merger. The Consolidated Bank, as the surviving entity, shall be deemed to be and shall be a continuation of each of the Constituent Banks, and shall succeed to all rights, obligations and liabilities of each of them, whether matured or unmatured, accrued, absolute, contingent or otherwise, and the rights of creditors and other obligees of any of the Constituent Banks and all liens on their respective properties shall be preserved and unimpaired.

223590

RECORDED Feb. 13 19 89 1:15 PM
IN BOOK 54 Misc. PAGE 713
FEES $14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mae Riley

Notwithstanding the foregoing, following the Effective Date, the former officers of the Constituent Banks shall retain the power to act on behalf of the Constituent Banks solely for the purpose of being able to execute any instruments and take all other actions which may be necessary or desirable in order to more fully vest the Consolidated Bank with the assets, rights, liabilities and obligations of the Constituent Banks.

The above language is not by way of limitation, but is to help to effectuate the merger, which is to be complete and total as contemplated by law.

The following 11 Constituent Banks for Cooperatives have voted for the merger as stated above:

1. Central Bank for Cooperatives	5500 South Quebec Street Englewood, Colorado 80111
2. Omaha Bank for Cooperatives	800 Farm Credit Building 206 South 19th Street Omaha, Nebraska 68102
3. Baltimore Bank for Cooperatives	Farm Credit Bank Building 14114 York Road Sparks, Maryland 21152
4. Columbia Bank for Cooperatives	Farm Credit Bank Building 1401 Hampton Street Columbia, South Carolina 29201
5. Louisville Bank for Cooperatives	Farm Credit Banks 201 West Main Street Louisville, Kentucky 40202
6. Jackson Bank for Cooperatives	1800 East County Line Road Ridgeland, Mississippi 39157
7. St. Louis Bank for Cooperatives	1415 Olive Street St. Louis, Missouri 63103
8. Wichita Bank for Cooperatives	245 North Waco Wichita, Kansas 67201
9. Texas Bank for Cooperatives	Farm Credit Bank Building La Costa Office Park 6210 Highway 290 East Austin, Texas 78723
10. Sacramento Bank for Cooperatives	3636 American River Drive Sacramento, California 95864-5996
11. Spokane Bank for Cooperatives	W. 601 First Avenue Spokane, Washington 99204

That said National Bank for Cooperatives is a federally chartered instrumentality organized and existing under the laws of the United States and is the successor in interest to the above listed Banks for Cooperatives. (Exhibit "B" attached).

A photocopy of this document shall be deemed to be and may be relied upon as an original.

That this affidavit is made upon my personal knowledge and is based upon corporate records under my care, custody and control.

That the Attachments to this Affidavit are true and correct copies from the corporate records under my care, custody and control.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said corporation this 27th day of January, 1989.

Martin M. Bohac, Regional Counsel
and Ass't. Corporate Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on January 27, 1989, by Martin M. Bohac, Regional Counsel and Assistant Corporate Secretary of National Bank for Cooperatives, a corporation organized and existing under the laws of the United States on behalf of said corporation.

GENERAL NOTARY-State of Nebraska
FRANK M. FERRARO, JR.
My Comm. Exp. Aug. 16, 1989

Notary Public in and for said
County and State

Frank M. Ferraro, Jr.

(The above form of acknowledlgment is pursuant to
Section 64-206 R.R.S 1943 of Nebraska.)

EXHIBIT "A" FOR "AFFIDAVIT - NOTICE OF MERGER"

FCA
FARM CREDIT ADMINISTRATION

Charter

NATIONAL BANK FOR COOPERATIVES

The Farm Credit Administration, in accordance with section 3.20 of the Farm Credit Act of 1971, as amended (the Act), hereby charters a bank established pursuant to the merger of the Baltimore Bank for Cooperatives, Columbia Bank for Cooperatives, Louisville Bank for Cooperatives, Jackson Bank for Cooperatives, St. Louis Bank for Cooperatives, Omaha Bank for Cooperatives, Wichita Bank for Cooperatives, Texas Bank for Cooperatives, Sacramento Bank for Cooperatives, Spokane Bank for Cooperatives, and Central Bank for Cooperatives to be known as the National Bank for Cooperatives (the Bank). The principal office location of the Bank shall be in the City of Englewood, County of Arapahoe, State of Colorado. The Bank is an institution of the Farm Credit System and a federally chartered instrumentality. The Bank may offer credit and related services to eligible borrowers located within any territory that may be served by Farm Credit System institutions under the Act and as it may hereafter be amended.

By this Federal charter, the Farm Credit Administration hereby authorizes the Bank to exercise all powers conferred on the Bank under the Act and the regulations of the Farm Credit Administration, as they may hereafter be amended.

IN WITNESS WHEREOF, the Acting Chairman of the Farm Credit Administration Board has executed this charter and caused the seal of the Farm Credit Administration to be affixed hereto this 29th day of December, 1988. This charter shall be effective January 1, 1989.

CHARTER NO. 14

Farm Credit Administration
McLean, Virginia

Marvin R. Duncan
Acting Chairman of the Board

Attest

David A. Hill
Secretary to the Board

C E R T I F I C A T E

I, Martin M. Bohac, Assistant Corporate Secretary, hereby certify that the above is a true and exact copy of the Charter issued to the National Bank for Cooperatives by the Farm Credit Administration on the 29th day of December, 1988.

Martin M. Bohac
Assistant Corporate Secretary

EXHIBIT "B"FOR "AFFIDAVIT -NOTICE OF MERGER"

(Page 1.)

POWER OF ATTORNEY

Effective January 1, 1989, the OMAHA Bank for Cooperatives (the "Predecessor Bank") hereby appoints the National Bank for Cooperatives (the "Successor Bank") as Predecessor Bank's true and lawful attorney-in-fact, with full power and authority to execute, deliver, file and record any and all Uniform Commercial Code financing statements, continuations, releases, assignments and amendments in the name of Predecessor Bank, together with any other instruments which Successor Bank deems necessary or appropriate to carry out the foregoing authority. Such power and authority is hereby granted pursuant to Article II of the Plan of Merger.

IN WITNESS WHEREOF, Predecessor Bank has executed this Power of Attorney as of the 29th day of DECEMBER, 1988

OMAHA **BANK FOR COOPERATIVES**

By: Virgil Harms
VIRGIL A. HARMS

Its: SENIOR VICE PRESIDENT

Witness: K E Hide

Witness: Raymond D Cusick

Witness: Malstin Wilcain

EXHIBIT "B" FOR "AFFIDAVIT - NOTICE OF MERGER"
(Page 2)

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

Know all men by these presents, that VIRGIL A. HARMS, the Senior Vice President of the OMAHA Bank for Cooperatives personally appeared before me, the undersigned officer, on this 29th day of DECEMBER, 1988, and duly affirmed to me that the foregoing instrument is the act and deed of that entity.

(SEAL)

Martin M Bohac
Notary Public
MARTIN M. BOHAC
My Commission Expires: MARCH 15, 1989

GENERAL NOTARY-State of Nebraska
MARTIN M. BOHAC
My Comm. Exp. Mar. 15, 1989

CERTIFICATE

I, Martin M. Bohac, Assistant Corporate Secretary, hereby certify that the above is a true and exact copy of the Power of Attorney issued to the National Bank for Cooperatives by the Omaha Bank for Cooperatives on the 29th day of December, 1988.

NATIONAL BANK FOR COOPERATIVES
SEAL
1989

Martin M. Bohac
Martin M. Bohac
Assistant Corporate Secretary

[redacted] DESCRIBED ON THIS [redacted] COMPLIANCE WITH ALL [redacted] IVISION REGULATIONS IN EFFECT IN SUBLETTE COUNTY.

223610

RECORDED Feb. 14 19 89 9:00 AM
IN BOOK 54 Misc. PAGE 719
FEES $25.00 Margo L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
BY [illegible]

TO ACCOMPANY LOT DIVISION APPLICATION FOR GARRY H. GOODFELLOW OF HOBACK RANCHES SUBDIVISION TRACT 1 OF SHEET 9

BEING LOCATED IN

[illegible]2 and SECTION 3 T36N R113W
SUBLETTE COUNTY, WYOMING

AFFIDAVIT

HEIRSHIP AFFIDAVIT 721

FILE NO. _____ FILE NO. _____

With reference to following land:
SECTION 23 S½ SECTION 26 N½
TOWNSHIP 28 N RANGE 112 WEST SUBLETTE COUNTY, WYO

INFORMATION CONCERNING EDITH E. SMITH DECEDENT.

1. When and where did decedent die? COUR D'ALENE, IDAHO

2. Did decedent leave a will YES? (If so, attach a certified copy thereof.)

3. Where was will first admitted to probate? (Give name of court, and also of the city, county, and state in which court is located.)
NONE

4. Has will been probated or admitted to record in the state where the above described land is situated? NO If so, give the date, name of court and county _____

5. Is administration pending on the estate of decedent? NO If so, in what court, county and state? _____

6. Has an executor or administrator been appointed for the estate of the decedent? YES If so, give his her name and address
ALVA F. SMITH

7. What is the present condition of the administration? (Answer this question, regardless of whether or not decedent left a will.)
YES

Has administration been completed? YES If so, has final order or decree of distribution been rendered by the Court? _____

8. Were you acquainted with decedent's business affairs? YES Did decedent leave any debts or obligations unpaid? NO

Have all such debts or obligations been paid? YES

If not, how much remains unpaid? NONE What is reason these debts have not been paid? _____

INFORMATION CONCERNING HEIRS OF DECEDENT

9. Did decedent leave wife or husband surviving? YES If so, give name and post office address _____
ALVA F SMITH

10. Had decedent been previously married? YES If so, to whom? William W. Spencer

How and when did such marriage terminate? Divorce - March 1950 Married 1953

11. Give following information concerning all children born to decedent:

Names	Address	Date of Birth	Date of Death
(1) Hazel N. Harris	Provo Utah Route 3 Box 321	5-17-[illegible]	

223621

RECORDED Feb. 1st 19 89 4:15 P.M.
IN BOOK 54 Misc. PAGE 721
FEES $ 8.00 Mary L. Ledford COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Mary Riley

12. All those children shown as dead were unmarried and left no children, except

NONE

[redacted] [redacted] [redacted]

13. Did de[redacted] any adopted child or the issue thereo[redacted]. If so, give the names, ages and [redacted]ce addresses.

14. If decedent left surviving no issue or adopted child, give the following information:

First: List parents, if living; also list brothers and sisters; if any brother or sister died before decedent, also list his or her children.

Second: If no parent, brother or sister survived decedent, list following if any surviving: grandparents, nephews and nieces; uncles and aunts; cousins; if none of foregoing survived, list nearest of kin surviving.

Names	Age	Address	Relation to Decedent

15. Was the land described in the caption hereof occupied by the decedent as a homestead at the time of his death? no

16. If so, is it still being occupied by the decedent's surviving spouse or children as a homestead? no

17. Did decedent leave any minor children? no If so, are they living on the land? no

18. (If land is in Oklahoma) Did decedent file in County Clerk's office election to come under the Community Property Act?

AFFIDAVIT

STATE OF Idaho }
COUNTY OF Kootenai } ss.

The undersigned being first duly sworn, depose and say:

That they were aquainted with the decedent Edith E Smith

for 36 yrs years before his her death and were acquainted with the family of the decedent for 38 years; that they have read the foregoing, and that the information given above is true to their best knowledge and belief.

Addresses

Box 0077 E. Pingree Rd
Rathdrum Id 83858
CNR

Signatures

Edward Smith

SUBSCRIBED AND SWORN to before me this 1 day of September, 1988

Notary Public

My commission expires:

IMPORTANT

ATTACH FOLLOWING PAPERS:

1. If decedent left a will, attach a certified copy thereof.

2. If executor or administrator has been appointed for estate of decedent, attach a certificate of appointment from the Court which made the appointment.

3. If administration on decedent's estate has been completed and final order or decree of distribution has been rendered, attach certified copy of such order or decree.

NOTE: This form may be signed by a member of the family of the deceased, but should also be signed by a person not a member of the family.

STATE OF IDAHO
DEPARTMENT OF HEALTH AND WELFARE

COOPERATIVE CENTER FOR
HEALTH STATISTICS - VITAL
STATISTICS

450 W. STATE ST.
BOISE, IDAHO 83

GREAT SEAL OF THE STATE OF IDAHO

CERTIFICATE OF DEATH

DATE FILED: JANUARY 14, 1987 STATE FILE NUMBER: 87-00086

DECEDENT: EDITH H SMITH

DATE OF DEATH: JAN. 04, 1987 PLACE OF DEATH: COEUR D'ALENE, IDAHO

DATE OF BIRTH: APRIL 14, 1912 PLACE OF BIRTH: WYOMING

AGE: 74 YEARS SEX: FEMALE CITIZENSHIP: UNITED STATES VETERAN? NO

MARITAL STATUS: MARRIED SURVIVING SPOUSE: ALVA SMITH

SOCIAL SECURITY NUMBER: 519-20-7636 RESIDENCE: RATHDRUM, IDAHO

FATHER: JOHN H. HADDENHAM

MOTHER: MARY JANE MILLER

MORTUARY: ENGLISH FUNERAL CHAPEL, INC. COEUR D'ALENE, ID

CERTIFIER: RICHARD K. BELL, MD AUTOPSY: NO

1. CAUSE OF DEATH, UNDERLYING CAUSE LAST: INTERVAL

CARDIAC ARREST IMMEDIATE

ASHD YEARS

2. OTHER CONDITIONS CONTRIBUTING TO DEATH BUT UNRELATED TO ABOVE CAUSES:

CRIPPLING RHEUMATOID ARTHRITIS,COPD,SEN.DEMENTIA,DIABETES MELLITUS

DATE AMENDED: 01-30-87

DATE ISSUED: JANUARY 16, 1989

This is a true and correct copy of the record on file in the Idaho Department of Health & Welfare Bureau of Vital Statistics

DO NOT ACCEPT UNLESS SECURITY PAPER WITH [illegible] DEPT. OF HEALTH & WELFARE CLEARLY APPEARS

HWH0139

DEPARTMENT OF HEALTH AND WELFARE

Form 182

AFFIDAVIT OF IDENTITY

STATE OF WYOMING
COUNTY OF SUBLETTE } ss.

BOB TANNER of lawful age, being first duly sworn, deposes and says, that he was well acquainted with Priscilla Miller

and with Priscilla Kysar

as mentioned in the chain of title to the following described land:

Township 29 North, Range 113 West, 6th P.M.
Section 11: W/2NW/4
Sublette County, Wyoming

223630

RECORDED Feb. 16 1989 10:30 A.M.
IN BOOK 54 Misc. PAGE 724
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

of Section XXXXXXXXXXXXXXXXXX, Township XXXXXXXXXXXXXXXXXX, Range XXXXXXXXXXXXXXXXXX, County of XXXXXXXXXXXXXXXXXXXXXXXXXXXX and State of XXXXXXXXXXXXXXXXXXXXXXXXXXXX, and affiant positively knows that said Priscilla Miller

and Priscilla Kysar
are one and the same person, notwithstanding the discrepancy in the names.

Further affiant saith not.

Subscribed and sworn to before me this 10th day of JUNE, 1988.

My commission expires JANUARY 23, 1989

Georgia Costello
Notary Public

GEORGIA COSTELLO NOTARY PUBLIC COMMISSION EXPIRES JAN. 23, 1989 SUBLETTE COUNTY, WYOMING

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF SUBLETTE } ss

On JUNE 10, 1988, before me personally appeared BOB TANNER

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires JANUARY 23, 1989

Georgia Costello
Notary Public
Residing at:

GEORGIA COSTELLO NOTARY PUBLIC COMMISSION EXPIRES JAN. 23, 1989 SUBLETTE COUNTY, WYOMING

Form 182 **AFFIDAVIT OF IDENTITY**

STATE OF WYOMING
COUNTY OF SUBLETTE } ss.

BOB TANNER of lawful age, being first duly sworn, deposes and says, that he was well acquainted with Patricia Mildred Miller

and with Patricia Mildred Roberts

as mentioned in the chain of title to the following described land:

Township 29 North, Range 113 West, 6th P.M.
Section 11: W/2NW/4
Sublette County, Wyoming

223631

RECORDED Feb. 16 '89 10:30A M
IN BOOK 54 Misc. PAGE 725
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

Section XXXXXXXXXXXXXXXXXX, Township XXXXXXXXXXXXXXXXXX Range XXXXXXXXXXXXXXXXX County of XXXXXXXXXXXXXXXXXXXXXX and State of XXXXXXXXXXXXXXXXXXXXXXXXXXXX, and affiant positively knows that said Patricia Mildred Miller

and Patricia Mildred Roberts

are one and the same person, notwithstanding the discrepancy in the names.

Further affiant saith not.

Subscribed and sworn to before me this 10TH day of JUNE, 19 88.

My commission expires JANUARY 23, 1989

Georgia Costello
Notary Public

GEORGIA COSTELLO NOTARY PUBLIC SUBLETTE COUNTY WYOMING MY COMMISSION EXPIRES JANUARY 23, 1989

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF SUBLETTE } ss.

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On JUNE 10 1988, before me personally appeared BOB TANNER

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires JANUARY 23, 1989

GEORGIA COSTELLO NOTARY PUBLIC SUBLETTE COUNTY WYOMING MY COMMISSION EXPIRES JANUARY 23, 1989

Georgia Costello
Notary Public
Residing at:

Form 182

AFFIDAVIT OF IDENTITY

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss.

BOB TANNER of lawful age, being first duly sworn, deposes and says, that he was well acquainted with Francis Marion Noble (deceased)

and with Francis Noble Hoover (deceased)

as mentioned in the chain of title to the following described land:

Township 29 North, Range 113 West, 6th P.M.
Section 11: W/2NW/4
Sublette County, Wyoming

223632

RECORDED Feb. 16 1989 10:30 A M
IN BOOK 54 Misc. PAGE 726
FEES $ Pd Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mon Riley

of Section XXXXXXXXXXXXXXXXXXXX Township XXXXXXXXXXXXXXXXXX Range XXXXXXXXXXXXXXXXXXX County of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX and State of XXXXXXXXXXXXXXXXXXXXXXXXXXXX and affiant positively knows that said Francis Marion Noble (deceased)

and Francis Noble Hoover (deceased)
are one and the same person, notwithstanding the discrepancy in the names.

Further affiant saith not.

Subscribed and sworn to before me this 10th day of JUNE, 19 88.

My Commission expires JANUARY 23, 1989

Georgia Costello
Notary Public

GEORGIA COSTELLO NOTARY PUBLIC SUBLETTE COUNTY, WYOMING MY COMMISSION EXPIRES JANUARY 23, 1989

ACKNOWLEDGMENT

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss

On JUNE 10, 19 88, before me personally appeared BOB TANNER

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires JANUARY 23, 1989

GEORGIA COSTELLO NOTARY PUBLIC SUBLETTE COUNTY, WYOMING MY COMMISSION EXPIRES JANUARY 23, 1989

Georgia Costello
Notary Public
Residing at:

Form 182

AFFIDAVIT OF IDENTITY

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

BOB TANNER of lawful age, being first duly sworn, deposes and says, that he was well acquainted with Charles P. Noble (deceased)

and with Charles Powers Noble (deceased)

as mentioned in the chain of title to the following described land:

Township 29 North, Range 113 West, 6th P.M.
Section 11: W/2NW/4
Sublette County, Wyoming

223633

RECORDED Feb. 16 19 89 10:30 A M
IN BOOK 54 Misc. PAGE 727
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

If Section XXXXXXXXXXXXXXX Township XXXXXXXXXXXXXXXXXX Range XXXXXXXXXXXXXXXXXXX County of XXXXXXXXXXXXXXXXXXXXX and State of XXXXXXXXXXXXXXXXXXXXXXXXXXXXX and affiant positively knows that said Charles P. Noble (deceased)

and Charles Powers Noble (deceased)

are one and the same person, notwithstanding the discrepancy in the names.

Further affiant saith not.

Bob Tanner

Subscribed and sworn to before me this 10th day of JUNE, 1988.

My commission expires JANUARY 23, 1989

Georgia Costello
Notary Public

GEORGIA COSTELLO NOTARY PUBLIC SUBLETTE COUNTY, WYOMING MY COMMISSION EXPIRES JAN. 23, 1989

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

On JUNE 10, 1988, before me personally appeared BOB TANNER

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires JANUARY 23, 1989

Georgia Costello
Notary Public
Residing at:

GEORGIA COSTELLO NOTARY PUBLIC SUBLETTE COUNTY, WYOMING MY COMMISSION EXPIRES JAN. 23, 1989

AFFIDAVIT OF POSSESSION

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

Clarence Davis, Jr., being duly sworn on his oath states that he is in the actual, open and exclusive possession of the following described tract of land situated in the County of Sublette, State of Wyoming, to-wit:

Township 31 North, Range 113 West
Section 19: Lot 2, 4, E/2SW/4, S/2SE/4
Section 30: N/2NE/4, NE/4NW/4

and containing 365.04 acres, more or less.

That affiant's said possession commenced about the 1 day of [illegible], 1976, and has been continuous since that date; that the nature of affiant's possession and his right thereto, is as follows, namely as Tenant.

That affiant recognizes Monte Norris as the owner in fee simple of said land, and that his right to possession in no way interferes with the right of said owner to lease said lands for oil and gas development purposes, and that his possession as tenant is subject to the rights of any oil and/or gas lease or assignee under any oil and/or gas lease executed by such owner.

L. Clarence Davis Jr.
Clarence Davis, Jr.
11 Fear Road
Big Piney, Wyoming 83113

Kathleen A. King - Notary Public
County of Sublette State of Wyoming
My Commission Expires Jan. 10, 1991

SUBSCRIBED AND SWORN TO BEFORE ME THIS 3rd DAY OF February, 1989.

January 10, 1991
My Commission Expires

Kathleen A. King
Notary Public

FOLLOWING TO BE EXECUTED BY FEE OWNER

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

Monte Norris, being duly sworn on oath, states that he is the owner in fee simple of the tract of land above described, and that he has been in the actual, open, notorious, exclusive and continuous possession of said land claiming the title thereto for more than 16 years immediately preceding the date hereof; that no person is at this time asserting any claim to said land adverse to said Monte Norris; that affiant has read the above Affidavit of Possession and that the statements therein contained are true.

Monte D. Norris
Monte Norris

SUBSCRIBED AND SWORN TO BEFORE ME THES 3rd DAY OF February, 1989.

January 10, 1991
My Commission Expires

Kathleen A. King
Notary Public

Kathleen A. King - Notary Public
County of Sublette State of Wyoming
Commission Expires Jan. 10, 1991

223635

RECORDED Feb. 16 1989 10:45 A.M.
IN BOOK 54 Misc. PAGE 728
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 3rd day of February, 1989, by Clarence Davis, Jr.

Witness my hand and official seal.

Kathleen A. King - Notary Public
My Commission Expires State of Sublette Wyoming
Commission Expires Jan. 10, 1993

Notary Public

Address: Big Piney, Wy.

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 3rd day of February, 1989, by Monte Norris.

Witness my hand and official seal.

Kathleen A. King - Notary Public
My Commission Expires State of Sublette Wyoming
Commission Expires Jan. 10, 1993

Notary Public

Address: Big Piney, Wy.

2328H

AFFIDAVIT OF NON-DEVELOPMENT

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

Monte Norris, being first duly sworn on his oath, states that he is familiar with the following described property, to-wit:

Township 31 North, Range 113 West
Section 19: Lot 2, 4, E/2SW/4, S/2SE/4
Section 30: N/2NE/4, NE/4NW/4
Sublette County, Wyoming

which property was covered by a Notice of Leasehold Interest recorded in Book 2 at Page 515 regarding oil and gas lease dated July 18, 1927 by Charles H. Fredell and Cora S. Fredell to Empire Lease & Royalty Company, as lessee; an oil and gas lease executed on December 8, 1958, by Hazel Norris and Monte Norris, as lessor, in favor of PanAmerican Petroleum Corporation, as lessee, recorded in Book 22 at Page 567; and an oil and gas lease executed on January 24, 1974, by Monte Norris, as lessor, in favor of Pacific Transmission Supply Company, as lessee, recorded in Book 50 at Page 596; that he knows of his own knowledge that no production of oil or gas has ever been obtained upon any of the above described property.

He further states that he knows of his own knowledge that no production of oil or gas has ever been obtained upon any of the other property covered by said oil and gas leases, which other property is described as follows, to-wit:

Township 31 North, Range 114 West
Section 23: SE/4NE/4
Section 24: NW/4, S/2NE/4, N/2SE/4, SE/4SE/4
Sublette County, Wyoming

FURTHER SAITH AFFIANT NOT.

Monte Norris

Kathleen A. King - Notary Public
County of Sublette State of Wyoming
My Commission Expires Jan. 10, 1991

SUBSCRIBED SWORN TO BEFORE ME THIS 3rd DAY OF February, 1989.

My Commission Expires January 10 1991

Notary Public

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 3rd day of February, 1989, by Monte Norris.

Witness my hand and official seal.

January 10 1991
My Commission Expires

Notary Public

Address: Big Piney, Wy

Kathleen A. King - Notary Public
County of Sublette State of Wyoming
My Commission Expires Jan. 10, 1991

2324H

223636

RECORDED Feb. 16 19 89 10:45 A.M.
IN BOOK 54 Misc. PAGE 730
FEE $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley