AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

LOUIS T. DAPRA, of said County and State, being first duly sworn on her oath, deposes and says:

That he is the husband of LEONA N. DAPRA, deceased, who died July 16, 1988 in Teton County, Wyoming.

That at the time of the death of LEONA N. DAPRA, she owned certain real property by virtue of a certain Warranty Deed; said land being more particularly described as follows:

Township 32 North, Range 111 West of the 6th P.M., Sublette County, Wyoming;

Section 10:	$SE\frac{1}{4}NE\frac{1}{4}$
Section 11:	$SW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
Section 14:	$NW\frac{1}{4}$
Section 15:	$NE\frac{1}{4}NE\frac{1}{4}$

TOGETHER WITH all improvements and appurtenances thereunto appertaining;

Said Deed being recorded in the office of the Sublette County Clerk on the 26th day of August, 1974, in Book 17 of Deeds, page 205 and on the 30th day of December, 1975, in Book 18 of Deeds, page 206.

That the deceased, LEONA N. DAPRA is one and the same person as LEONA N. DAPRA, one of the grantees in the beforementioned Warranty Deed and that the affiant, LOUIS T. DAPRA is one and the same person as the said LOUIS T. DAPRA the other grantee in the beforementioned 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 LEONA N. DAPRA, deceased, all equity, right, title and interest in the beforementioned real property passed to and was vested in LOUIS T. DAPRA.

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 said LEONA N. DAPRA, deceased.

DATED this 7th day of February, 1990.

227904

RECORDED Feb. 15 1990 1:50 P M
IN BOOK 57 Misc. PAGE 1
FEES $6.00 Mary C. VanTuyl COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By: Jean Riley

Louis T. Dapra
LOUIS T. DAPRA

Subscribed and sworn to before me by LOUIS T. DAPRA, this 7th day of February, 1990.

Witness my hand and official seal.

Susan J. Rodgers
County of
Sublette
My Commission expires
Notary Public
State of
Wyoming
Dec. 12, 1990

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

$100.00 Ck. #774 Louis Dapra

032366 2

032367

STATE OF WYOMING
DIVISION OF HEALTH AND MEDICAL SERVICES
CERTIFICATE OF DEATH

032368

032369

JAN 3 0 1989

28
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

1. DECEDENT—NAME: FIRST: Leona; MIDDLE: N.; LAST: Dapra
2. SEX: Female
3. DATE OF DEATH (Mo., Day, Yr.): June 16, 1988
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): Scotch/Irish
5a. AGE—Last Birthday (Yrs.): 61
5b. UNDER 1 YEAR: MOS.: DAYS:
5c. UNDER 1 DAY: HOURS: MINS.:
6. DATE OF BIRTH (Mo., Day, Yr.): July 11, 1926
7a. PLACE OF DEATH—Hospital or other Institution-Name (If not in either give street and number): St. John's Hospital
7b. IF HOSP. OR INST. Indicate DOA, OP / Emer. Rm., Inpatient (Specify): Inpatient
7c. CITY, TOWN OR LOCATION OF DEATH: Jackson
7d. COUNTY OF DEATH: Teton
8. STATE OF BIRTH (If not in U.S.A., name country): North Carolina
9. CITIZEN OF WHAT COUNTRY: U.S.A.
10. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): Married
11. SURVIVING SPOUSE (If wife, give maiden name): Louis Dapra
12. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify Yes or No): No
13. SOCIAL SECURITY NUMBER: 241 34 9833
14a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Housewife
14b. KIND OF BUSINESS OR INDUSTRY: Homemaker
15a. RESIDENCE STATE: Wyoming
15b. COUNTY: Sublette
15c. CITY, TOWN OR LOCATION: Daniel
15d. STREET AND NUMBER: Box 123
15e. INSIDE CITY LIMITS (Specify Yes or No): No

PARENTS

16. FATHER—NAME: FIRST: Ray; MIDDLE: F.; LAST: Norton
17. MOTHER'S MAIDEN NAME: FIRST: Agnes; MIDDLE: E.; LAST: Baty

18a. INFORMANT—NAME (Type or Print): Louis Dapra
18b. MAILING ADDRESS: STREET OR R.F.D. NO.: Box 123; CITY OR TOWN: Daniel; STATE: Wyoming; ZIP: 83115

DISPOSITION

19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify): Burial
19b. DATE (Mo., Day, Yr.): 6-16-88 — 6-20-88
19c. CEMETERY OR CREMATORY—NAME: Plainview Cemetery
19d. LOCATION: CITY OR TOWN: Big Piney; STATE: Wyoming
20a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature): [signature] #269
20b. NAME OF FACILITY: Valley Mortuary; NUMBER: #108
20c. ADDRESS OF FACILITY: Box 1129 Jackson, Wy. 83001

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.): June 16, 1988
21c. HOUR OF DEATH: 07:50 A. M
21d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print):

To be Completed by CORONER Only

22a. On the basis of examination and / or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated
(Signature and Title):
22b. DATE SIGNED (Mo., Day, Yr.):
22c. HOUR OF DEATH: M
22d. PRONOUNCED DEAD (Mo., Day, Yr.): ON
22e. PRONOUNCED DEAD (Hour): AT M

NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): 23. Dr. Martha Stearn P.O. Box 20334 Jackson, Wyoming 83001

REGISTRAR
24a. (Signature): [signature] Deputy
24b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): June 16, 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).)
PART I (a): respiratory
DUE TO, OR AS A CONSEQUENCE OF: (b): metastatic lymphoma — Interval between onset and death: minutes
DUE TO, OR AS A CONSEQUENCE OF: (c): — Interval between onset and death: yrs
PART II OTHER SIGNIFICANT CONDITIONS—Conditions contributing to death but not related to cause given in PART I (a) — Interval between onset and death:

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
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

JUN 24 1988

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

78
15M

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 June 24, 1988

Deputy State Registrar

THE STATE OF WYOMING
WYOMING LIVESTOCK BOARD } ss.

This Instrument was Filed for Record on FEB 14 1989
at 8:50 o'clock A. M. and duly recorded in Bill of Sale Record Book 107 on page 118

EXECUTIVE OFFICER

[redacted] [redacted] [redacted]

AFFIDAVIT FOR DISTRIBUTION

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

COMES NOW LOUIS T. DAPRA, first being duly sworn on his oath and hereby deposes and states as follows:

1. That LOUIS T. DAPRA is the sole heir, legate and distributee of LEONA N. DAPRA, deceased.

2. That LEONA N. DAPRA died on June 16, 1988, 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 LEONA N. DAPRA 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 LEONA N. DAPRA left a Will and a surviving spouse, LOUIS T. DAPRA, who is the person making this Affidavit.

6. That pursuant to Section 2-1-201; Wyoming Statutes 1977 (Laws 1983), the surviving spouse, LOUIS T. DAPRA is entitled to take her estate according to the Wyoming Statutes of intestate succession and according to the terms of her unprobated but filed Will and is entitled to have all of the tangible personal property of LEONA N. DAPRA, set over to him.

7. That said personal property includes, but is not limited to the following:

1983 Crysler - VIN #1C3BT46GXDC148242

1985 Dodge PU - VIN #1B7KW34W4FS574542

1978 Subaru - VIN #A67L-036 775

1978 Hale Horse Trailer - VIN #78628

DATED this 7th day of February, 1990.

Louis T Dapra
LOUIS T. DAPRA

Subscribed and sworn to before me by LOUIS T. DAPRA this 7th day of February, 1990.

Witness my hand and official seal.

Susan J. Rodgers
County of
Sublette
My Commission expires:
Notary Public
State of
Wyoming
Dec. 12, 1990

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

227905

RECORDED Feb 15 1990 1:50 P M
IN BOOK 57 Misc. PAGE 3
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

100.00 Ck. #774 Louis Dapra

032366 4

032367

STATE OF WYOMING
DIVISION OF HEALTH AND MEDICAL SERVICES
CERTIFICATE OF DEATH

032368
032369

JAN 30 1989

118

28
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. Leona	N.	Dapra	3. Female	June 16, 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. Scotch/Irish	5a. 61	5b.	5c.	6. July 11, 1926

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. St. John's Hospital	7b. Inpatient	7c. Jackson	7d. Teton

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. North Carolina	9. U.S.A.	10. Married	11. Louis Dapra	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. 241 34 9833	14a. Housewife	14b. Homemaker

RESIDENCE STATE	COUNTY	CITY, TOWN OR LOCATION	STREET AND NUMBER	INSIDE CITY LIMITS (Specify Yes or No)
15a. Wyoming	15b. Sublette	15c. Daniel	15d. Box 123	15e. No

PARENTS

FATHER—NAME FIRST	MIDDLE	LAST	MOTHER'S MAIDEN NAME FIRST	MIDDLE	LAST
16. Ray	F.	Norton	17. Agnes	E.	Baty

INFORMANT—NAME (Type or Print)	MAILING ADDRESS (STREET OR R.F.D. NO. / CITY OR TOWN / STATE / ZIP)
18a. Louis Dapra	18b. Box 123 Daniel, Wyoming 83115

DISPOSITION

BURIAL, CREMATION, REMOVAL, OTHER (Specify)	DATE (Mo. Day Yr.)	CEMETERY OR CREMATORY—NAME	LOCATION: CITY OR TOWN / STATE
19a. Buriel Removal	19b. 6-16-88 6-20-88	19c. Plainview Cemetery	19d. Big Piney, Wyoming

FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	NUMBER	NAME OF FACILITY	NUMBER	ADDRESS OF FACILITY
20a. [signature]	#260	20b. Valley Mortuary	#108	20c. Box 1129 Jackson, Wy. 83001

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. June 16, 1988	21c. 07:50 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)

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. Dr. Martha Stearn P.O. Box 20334 Jackson, Wyoming 83001

REGISTRAR	DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
24a. (Signature) [signature] Deputy	24b. June 16, 1988

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) resp arrest
DUE TO, OR AS A CONSEQUENCE OF:
(b) metastatic lymphoma
DUE TO, OR AS A CONSEQUENCE OF:
(c)

Interval between onset and death: minutes
Interval between onset and death: yrs
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.

JUN 24 1988

78
5M

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)

... of Health and Medical Services ... Vital Records Services

SEAL

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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 June 24, 1988

Deputy State Registrar

THE STATE OF WYOMING
WYOMING LIVESTOCK BOARD } ss.

This Instrument was Filed for Record on FEB 14 1989
at 8:50 o'clock A. M. and duly recorded in Bill of Sale Record Book 107 on page 118

EXECUTIVE OFFICER

[redacted] [redacted] [redacted]

AFFIDAVIT OF DEATH OF COTENANT

STATE OF UTAH :
: ss.
COUNTY OF _____ :

Pamella Percival, of 2762 E. 1600 N., Layton, Utah, 84041, upon his oath deposes and says:

1. That Dorothy Thomas Mariano, the decedent mentioned in the attached copy of Certificate of Death, is the same person as Dorothy T. Mariano named as one of the grantees in that certain Quitclaim Deed dated the _____ day of _____, ____, and notarized the 15th day of September, 1987, executed by Dorothy T. Mariano, to Pamella Percival, Dennis Percival and Dorothy T. Mariano, as joint tenants, recorded October 5, 1987, in Book 8 Qcd of P.R., Page 445, Instrument Number 218314 of the Official Records of Sublette County, Wyoming, covering the following described real property located in Sublette County, Wyoming, to-wit:

Township 37 North, Range 110 West, Section 2, NW 1/4 SE 1/4.

2. That the undersigned affiant is the same identical person as Pamella Percival, named as one of the grantees in the above-described Quitclaim Deed, and that as one of the surviving cotenants of Dorothy T. Mariano named in said conveyance, the undersigned, Pamella Percival, along with Dennis Percival became on February 23, 1989, the date of the death of the aforementioned decedent, the owners of all interest in the lands described in the foregoing, subject to any then existing liens and encumbrances.

DATED the 12 day of February 1990.

Pamella Percival
Pamella Percival

Subscribed and sworn to by Pamella Percival, before me this 12TH day of FEBRUARY, 1990.

NOTARY PUBLIC

227945
My commission expires: Dec 7 1993

RECORDED February 20 19 90 4:40 PM
IN BOOK 57 MISC PAGE 5
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

NOTARY PUBLIC
MICHAEL M. JENSEN
1316 North Highway 89
Farmington, Utah 84025
My Commission Expires
December 7, 1993
STATE OF UTAH

SALT LAKE CITY - COUNTY HEALTH DEPARTMENT
DIVISION OF VITAL STATISTICS

Access to information on this form is limited under the Vital Statistics Act and Rules

STATE OF UTAH - DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 18-735

STATE FILE NUMBER

DECEDENT

1 NAME OF DECEDENT - FIRST: DOROTHY | MIDDLE: THOMAS | LAST: MARIANO

2 SEX: Female

3a DATE OF DEATH (Mo. Day. Yr.): February 23, 1989

3b TIME OF DEATH (24 hr. clock): 2128

4 DATE OF BIRTH (Mo. Day. Yr.): August 31, 1920

5 AGE (Last Birthday): 68 Yrs

If UNDER 1 YEAR: Months / Days

If UNDER 24 HOURS: Hours / Minutes

6 BIRTHPLACE (City & State or Foreign Country): Malad, Idaho

7 SOCIAL SECURITY NUMBER: 529-30-4511

8a PLACE OF DEATH (Check only one): [X] Hospital - Inpatient [ ] ER Outpatient [ ] DOA; [ ] Other - [ ] Nursing Home [ ] Residence [ ] Other

8b NAME OF HOSPITAL, NURSING HOME OR OTHER FACILITY (If outside a facility give street address of location): L.D.S. Hospital

8c CITY, TOWN OR LOCATION OF DEATH: Salt Lake City

8d COUNTY OF DEATH: Salt Lake

9 SURVIVING SPOUSE (If wife, give maiden name): None

10 WAS DECEDENT EVER IN U.S. ARMED FORCES? [ ] Yes [X] No

11 MARITAL STATUS: [ ] Never Married [ ] Married [X] Widowed [ ] Divorced

12a DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do NOT use retired): Small Motor Winder

12b KIND OF BUSINESS OR INDUSTRY: Motor Manufacturer

13a RESIDENCE - STREET AND NUMBER: 1566 West Hemlock Drive

13b CITY, TOWN OR COMMUNITY: Taylorsville

13c COUNTY: Salt Lake

13d STATE: Utah

13e INSIDE CITY LIMITS? [ ] Yes [X] No

13f ZIP CODE: 84123

14 WAS DECEDENT OF HISPANIC ORIGIN? [ ] Yes [X] No (If yes specify) [ ] Mexican [ ] Cuban [ ] Puerto Rican [ ] Other (Specify)

15 RACE - Black, White, Am. Indian (Tribe may be entered), Japanese, etc. (Specify): White

16 EDUCATION (Specify only highest grade completed) Elementary or Secondary (0-12) College (13-16 or 17+): 11

PARENTS

17 FATHER'S NAME (First, Middle, Last): Horatio Thomas

18 MAIDEN NAME OF MOTHER (First, Middle, Last): Mabel Kunz

INFORMANT

19 NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT: Pamela Percival (Daughter) 2762 East 1600 North, Layton, Utah 84041

DISPOSITION

20 METHOD OF DISPOSITION: [ ] Entombment [ ] Donation [ ] Other [X] Burial [ ] Cremation [ ] Removal

21a DATE OF DISPOSITION: Feb. 27, 1989

21b PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): Redwood Memorial Estates

21c LOCATION - City or Town, State: 6500 South Redwood Road Salt Lake City, Utah 84118

22 SIGNATURE OF FUNERAL SERVICE LICENSEE: [illegible]

23 LICENSEE NUMBER: 33608

24 FUNERAL HOME (Name, address and license number): 33 McDougal Funeral Home 4330 So. Redwood Road Salt Lake City, Utah 84123

CERTIFIER

25 DATE DECEASED WAS LAST ATTENDED BY CERTIFYING PHYSICIAN: 2/23/89

26 If not certified by medical examiner, was death reported to M.E.? [ ] Yes [XX] No. If yes, enter the date and hour reported M.E. Case No. HOUR / MO / DAY / YEAR

27a CERTIFIER

[X] CERTIFYING PHYSICIAN - To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.

[ ] MEDICAL EXAMINER / LAW ENFORCEMENT OFFICIAL - On the basis of examination, and or investigation, in my opinion, death occurred at the time, date, place, and due to the cause(s) and manner as stated.

27b SIGNATURE AND TITLE OF CERTIFIER: [signature] MD

27c LICENSE NUMBER: 7205

27d DATE SIGNED (Mo., Day, Yr.): 2/27/89

28 NAME AND ADDRESS OF PERSON WHO CERTIFIED THE CAUSE OF DEATH (ITEM 31) (Type print): Sherman G Sorensen, MD 324 10th Ave. Salt Lake City, Utah 84103

REGISTRAR

29 REGISTRAR'S SIGNATURE: [signature]

30 DATE FILED (Month, Day, Year): Feb 27 1989

CAUSE OF DEATH

31 PART I. ENTER THE DISEASES, INJURIES, OR COMPLICATIONS THAT CAUSED THE DEATH. DO NOT ENTER THE MODE OF DYING, SUCH AS CARDIAC OR RESPIRATORY ARREST, SHOCK, OR HEART FAILURE. LIST ONLY ONE CAUSE ON EACH LINE.

IMMEDIATE CAUSE (Final disease or condition resulting in death): a Cardiogenic Shock

Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (disease or injury that initiated events resulting in death) LAST:

DUE TO (OR AS A CONSEQUENCE OF): b Valvular heart disease

DUE TO (OR AS A CONSEQUENCE OF): c

DUE TO (OR AS A CONSEQUENCE OF): d

Approximate Interval Between Onset And Death:

PART II. Other Significant Conditions Contributing to Death but not resulting in the underlying cause given in Part I:

32 IN YOUR OPINION, TOBACCO USE BY THE DECEDENT: [ ] Probably contributed to the cause of death [ ] Was the underlying cause of death [ ] Did not contribute to the cause of death [ ] Is unknown in relation to the cause of death [ ] NON-USER

33a WAS AN AUTOPSY PERFORMED? [ ] Yes [ ] No

33b WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? [ ] Yes [ ] No

34 MANNER OF DEATH: [ ] Natural [ ] Accident [ ] Suicide [ ] Homicide [ ] Undetermined if Injured Purposely or Accidentally [ ] Pending Investigation

35a DATE OF INJURY (Month, Day, Year)

35b TIME OF INJURY (24 Hour Clock)

35c INJURY AT WORK? [ ] Yes [ ] No

35d PLACE OF INJURY (At home, farm, street, factory, office, building, etc. (Specify)

35e LOCATION (Street or rural route number, city or town, county and state)

35g If motor vehicle accident, specify if decedent was driver, passenger or pedestrian

35f DESCRIBE HOW INJURY OCCURRED (Enter sequence of events which resulted in injury. NATURE OF INJURY SHOULD BE ENTERED IN ITEM 31)

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 FEB 27 1989

Harry L. Gibbons, M.D., M.P.H.
Director of Health

Mary Lyn J. MacKay
DEPUTY REGISTRAR

WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY FOR OFFICIAL PURPOSES.

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE)
)
OF MARY M. HARROWER, a/k/a)
MARY G. HARROWER,)
)
Deceased,)

Probate No. 1235

ORDER APPROVING SECOND INTERIM REPORT AND DECREE OF PARTIAL DISTRIBUTION

THIS MATTER has come before the court on the Second Interim Report And Accounting And Petition For Order Approving Interim Report, Partial Distribution And Partial Payment Of Fees as filed by the Co-Personal Representatives of the above captioned estate. Proper notice was given to all required parties of said report and petition and of the hearing thereon as held on 2/29/88 at 10:00 A.M. in the Courtroom of the Sublette County Courthouse, Pinedale, Wyoming. No interested parties appeared at said hearing to enter any objection to said report and petition. The Court has examined said report and petition and finds that the accounting accurately reflects the receipts and disbursements of the estate from August 28, 1987 through February 2, 1988 and that the proposed partial distribution and partial payment of fees accurately reflect the provisions of decedent's Last Will and Testament, will not adversely effect the estate's ability to pay any accruing probate costs and will benefit the legatees named in the Last Will and Testament of the decedent.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the interim accounting as filed herein reflecting the various receipts and disbursements from the estate since August 28, 1987 through February 2, 1989 be and the same hereby is approved.

2. That the Co-Personal Representatives of this estate be and hereby are authorized pay over to the following named reisdual legatees the sum of $4,800.00 each, to-wit:

(1) ROBERT A. HARROWER
(2) JAMES KING HARROWER, JR.
(3) JEAN ROTH
(4) RUTH ARNOLD
(5) TOM HARROWER
(6) NORMAN McCLOUD HARROWER
(7) JULIENNE H. MANNING
(8) JASON CHAUSEE
(9) SOPHRONEI OVIEDO
(10) LILLIAN HARROWER

3. That the Co-Personal Representatives be and hereby are authorized to pay to LLOYD SHIPPEY and LILLIAN HARROWER the sum of $2,000.00 each as partial Personal Representative fees and to RALPH E. WOOD the sum of $4,000.00 as partial attorney's fees and to RALPH E. WOOD the sum of $350.00 for preparing

RECORDED Feb. 20 1990 5:00 PM
IN BOOK 57 MISC. PAGE 7
FEES $ 7.50 Mary L. Johnson COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol Chausee Deputy

227948

FILED
BY: Marilyn M. Jensen
FEB 15 1990

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

the 1987 personal tax return and fiduciary return and the sum of $202.78 for costs advanced.

4. That the decedent's interest in the following mineral interst and working royalty interests be and hereby are distributed to the following named individuals in the indicated percentages:

(1)	ROBERT A. HARROWER	10%
(2)	JAMES KING HARROWER, JR.	10%
(3)	JEAN ROTH	10%
(4)	RUTH ARNOLD	10%
(5)	TOM HARROWER	10%
(6)	NORMAN McCLOUD HARROWER	10%
(7)	JULIENNE H. MANNING	10%
(8)	JASON CHAUSEE	10%
(9)	SOPHRONEI OVIEDO	10%
(10)	LILLIAN HARROWER	10%

The Co-Personal Representatives are hereby authorized to execute all documents necessary to effectuate said transfer. Said mineral interests and working royalty interests being described as:

A. All the interest held or owned by MARY G. HARROWER in the minerals underlying or appurtenant to, or any mineral working royalty interest appurtenant to the real property described as:

Township 27 North, Range 114 West of the 6th P.M., Sublette County, Wyoming;
Sec. One (1): Lots One (1), Two (2) and Three (3), S½NE¼,SE¼NW¼.

B. All the interest held or owned by MARY G. HARROWER in the minerals underlying or appurtenant to, or any mineral working royalty interest appurtenant to the real property described as:

Township 21 North, Range 55 West of the 6th P.M., Scottsbluff County, Nebraska;
Sec. Twenty-Eight (28): NE¼NW¼.

5. That the Co-Personal Representatives are hereby authorized to liquidate any stocks remaining in the estate.

6. That the Co-Personal Representatives are hereby directed to use due diligence to bring this estate to a close.

DATED this 15th day of February, 1990.

D. TERRY ROGERS
Judge of District Court

THE STATE OF WYOMING)
COUNTY OF SUBLETTE)

MARILYN M. JENSEN, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND IN THE STATE AFORESAID DO HEREBY CERTIFY THE FOREGOING IS A FULL, TRUE AND COMPLETE COPY.

SEAL

SIGNED

IN THE DISTRICT COURT OF SUBLTTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

MELISSA LANE AMREIN, Plaintiff,	)	
VS.	)	Civil Action No. 5005
TERRENCE GREGORY AMREIN, Defendant.	)	**ORDER APPROVING SALE**

THIS MATTER having come before the Court by hearing on January 5, 1990 and the Court having heard arguments of all parties and considered the evidence, this Court now,

ORDERS that Leola H. Amrein and Terrence G. Amrein are granted relief from the Temporary Restraining Order filed on July 17, 1989 for the sole purpose of conveying 1.002 acres of land in Section 10, Township 37 North, Range 113 West in Sublette County to Louie Shifrar and Edia N. Shifrar pursuant to a purchase offer executed on July 2, 1989.

IT IS HEREBY FURTHER ORDERED that said sale is hereby approved. However the proceeds from the sale of this property shall be deposited with the court. The proceeds are considered to be a marital asset subject to distribution by the court in this divorce action. The court is cognizant of the interest of Leola G. Amrein in the proceeds and will make the appropriate distribution upon receipt of the proceeds of the sale.

Dated this 5th day of ~~January~~ Febry, 1990.

District Judge

Approved as to Form:

227960

Mason F. Skiles by phone on
January 18, 1990

Robert W. Horn by Bethany A. Walter

Robert W. Horn

RECORDED February 21 AT 9a 1:45P
IN BOOK 57 MISC PAGE 9
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

FILED
BY:

FEB 6 1990

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

THE STATE OF WYOMING
COUNTY OF SUBLETTE

MARILYN M. JENSEN, 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.

STATE OF WYOMING)
: ss.
COUNTY OF LARAMIE)

AFFIDAVIT OF SURVIVORSHIP

I, ELSIE E. PENWELL, being of full age and first duly sworn upon my oath according to law, hereby depose and state:

1. I am the surviving wife of Burleigh Penwell, who died on June 8, 1989 in Carpenter, Wyoming. A certified copy of the death certificate of said Burleigh Penwell is attached hereto and made a part hereof by this reference.

2. At the time of his death, Burleigh Penwell and I were owners as tenants by the entirety of a partial interest in the property located in Sublette County, Wyoming described on the list attached hereto and made a part hereof by this reference.

3. Burleigh Penwell is the same person whose death terminated his previcus estate in said property described on the list attached hereto and therefore fee title to said property has thereupon vested in me, ELSIE PENWELL, the surviving spouse of Burleigh Penwell.

5. This Affidavit is made pursuant to and in accordance with the provisions of W.S. 2-9-102.

Dated this 23rd day of January 1990.

Elsie E. Penwell
ELSIE PENWELL

Subscribed and sworn to before me by Elsie Penwell, this 23rd day of January, 1990.

Ellen Courtney
Notary Public

My Commission Expires: Sept 15, 1991

227962

RECORDED February 21 19 90 4:55 P M
IN BOOK 57 MISC PAGE 10
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

[redacted] 265 LOCAL FILE NUMBER

DIVISION OF [redacted]AL SERVICES

CERTIF[redacted] DEATH

STATE FILE NUMBER [redacted]

TYPE OR PRINT IN PERMANENT INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME FIRST	MIDDLE	LAST	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
Burleigh	(NMN)	Penwell	Male	June 6, 1989

4. SOCIAL SECURITY NUMBER	5a. AGE-Last Birthday (Years)	5b. UNDER 1 YEAR Months	Days	5c. UNDER 1 DAY Hours	Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
520-18-0685	77					January 11, 1912

7a. PLACE OF DEATH (Check only one)

HOSPITAL ☐ Inpatient ☐ ER/Outpatient ☐ DOA | OTHER ☐ Nursing Home ☒ Residence ☐ Other (Specify)

7b. FACILITY NAME (If not institution, give street and number)	7c. CITY, TOWN, OR LOCATION OF DEATH	7d. COUNTY OF DEATH
4822 Monroe Avenue	Carpenter	Laramie

8. STATE OF BIRTH (If not in U.S.A., name country)	9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify)	10. SURVIVING SPOUSE (If wife, give maiden name)
Iowa	Married	Elsie Schliske

11. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no)	12a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)	12b. KIND OF BUSINESS OR INDUSTRY
Yes	Rural Mail Carrier	Postal Service

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Laramie	Carpenter	4822 Monroe Avenue

13e. INSIDE CITY LIMITS? (Specify yes or no)	14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes-if yes, specify Cuban, Mexican, Puerto Rican, Etc.)	15. RACE-American Indian, Black, White, Etc. (Specify)	16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12)	College (1-4 or 5+)
Yes	No ☒ Yes ☐ (Specify)	White	11	

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
Benjamin		Penwell	Eva		Villers

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Elsie Penwell	Wife

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIPCODE
4822 Monroe	Carpenter	Wyoming	82054

DISPOSITION

20a. Burial, Cremation, Removal, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY-NAME	20d. LOCATION CITY OR TOWN	STATE
Burial	06/12/89	Carpenter Cemetery	Carpenter, Wyoming	

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
[redacted]	350	Schrader Funeral Home	19	Cheyenne, Wyoming

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

22a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) [redacted]

22b. DATE SIGNED (Mo., Day, Yr.) 6-10-89

22c. HOUR OF DEATH 3:15 A M

22d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)

To be Completed by CORONER Only

23a. 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)

23b. DATE SIGNED (Mo., Day, Yr.)

23c. HOUR OF DEATH M

23d. PRONOUNCED DEAD (Mo., Day, Yr.)

23e. PRONOUNCED DEAD (Hour) M

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print) Michael C. Herber, M.D. 3001 Henderson Dr. Cheyenne Wyoming 82001

25a. REGISTRAR (Signature) [redacted] MD

25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) 6-21-89

CAUSE OF DEATH

PART I. Enter the diseases, injuries or complications that caused death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.

26		Approximate Interval Between Onset and Death
IMMEDIATE CAUSE (Final disease or condition resulting in death)	a. Metastatic Lung Carcinoma	Months
	DUE TO (OR AS A CONSEQUENCE OF):	
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST	b. 1624 DUE TO (OR AS A CONSEQUENCE OF):	
	c. DUE TO (OR AS A CONSEQUENCE OF):	
	d.	

PART II. OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not related to cause given in PART I

27. AUTOPSY (Specify yes or no)	28. WAS CASE REFERRED TO CORONER (Specify yes or no)
No	No

29. MANNER OF DEATH	30a. DATE OF INJURY (Month, Day, Year)	30b. TIME OF INJURY	30c. INJURY AT WORK? (Specify yes or no)	30d. DESCRIBE HOW INJURY OCCURRED
☒ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Could not be Determined		M		

30e. PLACE OF INJURY-At home, farm, street, factory, office building, etc. (Specify)	30f. LOCATION (Street and Number or Rural Route Number, City or Town, State)

JUN 23 1989

VR 2-89
1/89 15M

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 January 23, 1990

[redacted]
Deputy State Registrar

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 23rd day of February, 1990, between ELAINE MARIE CENTOFANTI, as Seller, and ROBERT WILLIAM RAY and DEBRA LYNN RAY, as Buyers. The Seller did agree to sell and the Buyers did agree to buy a certain tract of real property located in Sublette County, Wyoming described as follows to-wit:

> Tract Two (2), Daniel Meadows Unit C 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 restricitions contained in the United States patents or of record, 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 STREETS OR ROADS.
>
> Buyers' address for tax purposes is P.O. Box 1427, Pinedale, WY 82941.

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

DATED this 22 day of February, 1990.

SELLER:

Elaine Marie Centofanti
ELAINE MARIE CENTOFANTI

228016

DATED this 23 day of February, 1990.

BUYERS:

Robert William Ray
ROBERT WILLIAM RAY

Debra Lynn Ray
DEBRA LYNN RAY

RECORDED Feb 23 1990 3:45 P M
IN BOOK 57 Misc. PAGE 12
FEES $6.00 May L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mon Riley

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by ELAINE MARIE CENTOFANTI, this 22 day of February, 1990.

WITNESS my hand and official seal.

LORI L. KASCHIT NOTARY PUBLIC SUBLETTE COUNTY

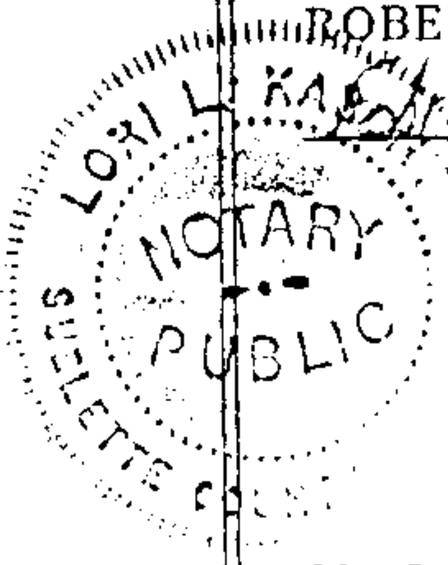
NOTARY PUBLIC

My Commission Expires: Nov 25, 1991

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by ROBERT WILLIAM RAY and DEBRA LYNN RAY, this 13th day of February, 19 91.

WITNESS my hand and official seal.



NOTARY PUBLIC

My Commission Expires: Nov. 25, 1991

FILED

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF UNION

FEB 2 5 1990

at 11:05 A M.

TRIAL COURT CLERK

BY

In the Matter of the Estate of)

GEORGE NOLAN HENDON, deceased.)

Probate No. 85-5-6481

AMENDED ORDER APPROVING FINAL ACCOUNT; DECREE OF FINAL DISTRIBUTION

NUNC PRO TUNC

The personal representative filed the final account on the 26th day of February, 1986, and the heirs having waived notice and consented to the Final Account filed herein and to the immediate entry of this order, the court finds that:

1. All Oregon income, inheritance and personal property taxes have paid and appropriate receipts, releases and clearances therefor have been filed herein.

2. The personal representative has waived compensation from the estate for services as provided in ORS 116.173.

3. Remaining unsatisfied claims and expenses of administration, including reasonable attorney fees, are:

Reasonable attorney fees	$ 3,350.00
Costs of administration	48.29

4. The remainder of the estate assets after payment of claims and expenses set forth above. legal description as follows:

Township 33 North Range 115 West 6th
Prin. Mer., Wyoming
Section 4 - SE1/4 SW1/4;
Section 9 - N1/2 NW1/4; SE1/4 NW1/4

228020

RECORDED Feb. 25 1990 9:40 AM
IN BOOK 57 Misc. PAGE 14
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mari Riley

HELM, BAUM & RIEDLINGER
1215 WASHINGTON AVE. P.O. BOX 967
LA GRANDE, OREGON 97850
(503) 963-3104

Containing 160.0 Acres

is vested in the following heirs pursuant to the laws of intestate succession:

TO: Darleen L. Hendon	1/2 interest in Contract of Sale of Federal Coal Lease, in the State of Wyoming referred to as Wyoming Land Office Lease No. 018804--$32,062.52
TO: Clayton Owen Hendon	1/8 interest in Contract of Sale of Federal Coal Lease, in the State of Wyoming referred to as Wyoming Land Office Lease No. 018804--$8,265.00
TO: Roxanna Gail Hendon	1/8 interest in contract of Sale of Federal Coal Lease, in the State of Wyoming referred to as Wyoming Land Office Lease No. 018804--$8,265.00
TO: Miles Lee Hendon	1/8 interest in Contract of Sale of Federal Coal Lease, in the State of Wyoming referred to as Wyoming Land Office Lease No. 018804--$8,265.00
TO: Jeremy Nolan Hendon	1/8 interest in Contract of Sale of Federal Coal Lease, in the State of Wyoming referred to as Wyoming Land Office Lease No. 018804--$8,265.00

IT IS ORDERED AND DECREED:

1. The final account is approved except as may be modified by this order.

2. The personal representative is directed to pay the remaining claims and expenses of administration as set forth above;

3. The personal representative is allowed the sum of

HELM, BAUM & RIEDLINGER
1215 WASHINGTON AVE. P.O. BOX 967
LA GRANDE, OREGON 97850
(503) 963-3104

$3,350.00 as a reasonable fee for her attorney.

4. The personal representative is directed to make distribution of the remaining estate property to the persons and in the amounts set forth in paragraph 4 above, and said property is vested in said persons in the amounts set forth.

DATED this 20th day of February, 1990 nunc pro tunc March 24th, 1985.

SUBMITTED By:

Raymond S. Baum, OSB#83149

IT IS SO ORDER this 26 day of February, 1990.

R. T. Gooding, Circuit Judge

I hereby certify the foregoing to be a true and correct copy of the original Amended Order Approving Final Account; Decree of Final Distribution.

Subscribed and sworn to before me this _____ day of February, 1990.

Notary Public for Oregon
My Commission Expires:

UNION COUNTY
TENTH JUDICIAL DISTRICT
STATE OF OREGON: ss
COUNTY OF UNION

I DO HEREBY CERTIFY THAT I HAVE COMPARED THE WITHIN INSTRUMENT WITH THE ORIGINAL NOW IN THIS OFFICE AND IN MY CUSTODY, AND THAT IT IS A TRUE AND CORRECT COPY OF THE SAME AND OF THE WHOLE THEREOF.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF SAID COURT THIS 26 DAY OF Feb 1990
TRIAL COURT CLERK
BY Marilyn E. Brown

HELM, BAUM & RIEDLINGER
1215 WASHINGTON AVE. P.O. BOX 967
LA GRANDE, OREGON 97850
(503) 963-3104

ASSIGNMENT OF CONTRACT PROCEEDS

I, DARLEEN L. HENDON, hereby assign to Raymond S. Baum, attorney at law, the proceeds from the attached contract between George Hendon and Cravat Coal Company dated April 11, 1980, in the amount of one thousand eight hundred seventy-five dollars and five cents ($1,875.05) at nine (9%) percent interest from even date for consideration of legal fees rendered for the Estate of George Nolan Hendon.

Dated this 1st day of April, 1986.

Darleen L. Hendon
DARLEEN L. HENDON

SWORN and SUBSCRIBED to before me this 1st day of April, 1986.

Cherie L. Murray
Notary Public for Oregon
My Commission Expires: 5/14/88

18 ... EN MATURE

CONTRACT OF SALE

of

FEDERAL COAL LEASE

RECITALS:

1. GEORGE HENDON is the present legal owner of a Federal Coal Lease in the State of Wyoming referred to as Wyoming Land Office Lease No. 018804; initiated by Herbert B. Kleinstick on the 28th day of March, 1938.

2. The lands embraced by said Lease, as modified by instrument dated June 21, 1968 is as follows:

Township 33 North Range 115 West 6th
Prin. Mer., Wyoming
Section 4 - SE1/4 SW1/4;
Section 9 - N1/2 NW1/4; SE1/4 NW1/4
Containing 160.0 acres

3. George Hendon, the present owner of said lease, or his predecessors in title, have worked said lease and expended a substantial amount of money on exploration, development work and production of coal from said location.

4. Subject to Federal Regulations regarding modifications of an existing coal lease, said lease may be modified to include other contiguous or adjacant tracts of land and, if said lease is modified, all such adjacant, contiguous and related tracts of land are included in the sale set forth herein such that all benefits, privileges, and pre-emptory lease and exploration rights (to the extent available) are included within the subject matter of this Contract of Sale.

W I T N E S S E T H:

Immediately upon execution of this Contract, for good and valuable consideration as set forth hereafter, said George Hendon, assigns, and conveys to Purchaser, Connotton Land Co., all of his right, title and interest in and to that certain lease referred to as Wyoming Lease No. 018804 covering the following described real property, to-wit:

[redacted] [redacted] [redacted]

Township 33 North, Range 115 West 6th Prin, Mer. Wyoming;
Section 4: SE1/4 SW1/4
Section 9: N1/2 NW1/4;SE1/4 NW 1/4

Vendor also sells and conveys to Purchaser the cabin, mining equipment, and personal property located on the described real property except for a fuel tank, stove/fireplace and two trucks.

Vendor reserves the right to remove and sell approximately 1000 tons of slack coal presently stored and located on the premises described above, or in the alternative Purchasers may remove such coal and shall then pay Vendors the price of $1,000 therefor.

PURCHASE PRICE: It is mutually agreed by and between the parties hereto that for and in consideration of the above transfer, the following payment shall be made by the Purchaser, Connotton Land Co., to the Vendor, George Hendon.

A. An initial payment of $10,000.

B. A production payment of $.35 per ton of coal removed and marketed by Connotton Land Co., or any related and affiliated partnership or corporation, from the mine for the first 330,000 tons of coal and $.125 per ton of coal thereafter, until a total payment of $250,000 is made, including the payments described at subparagraphs A & D herein.

C. Upon receipt of a total of $250,000 no further royalty production payment or minimum annual payment shall be required.

D. A minimum annual payment of $7,000 per annum shall be paid irrespective of the royalty or mine activity; said amount to be considered prepaid royalty or production payments the first such minimum annual payment shall be due in 1980. Such minimum annual payments shall be due on or before November 1 of each year.

E. The initial amounts required under Section A above shall be considered, and mutually declared for purposes of this agreement, as a pre-paid production payment.

TEST ORDER: It is understood and agreed that the Purchaser, providing he pay all and any Wyoming severance tax and federal royalty, may take a test order of approximately 5,000 ton of coal within two (2) years after signing of this document, and that the same shall not be subject to the royalties, production

payments or other remuneration incidental to this Agreement.

SECURITY PROVISIONS: The filing of any application for relief under the provisions of the Federal Bankruptcy Act by the Purchaser or for the appointment of a Receiver shall constitute a default by Purchaser of this Contract.

ACCOUNTING: It is hereby agreed that during the term of this Contract, the purchaser will account to the vendor on a monthly basis for a production payment on the amount of coal removed from the property described in the premises.

It is understood and agreed that whereas disputes could arise as to the amount of coal actually removed from the property, that if, and in the event, the Vendor believes a proper accounting and payment has not been made, then, he shall be permitted access to records of the Purchaser, as reasonable and necessary, during business hours, to account for said production. Upon execution of this contract, or within a reasonable time thereafter, it is agreed that the Purchaser will designate a certified public accountant (approved by the Vendor) to act as a disinterested third party in the event of disputes on said accounting. If the parties are unable to stipulate to an accountant, then it is agreed that a court of law, subject to jurisdiction clause of this contract, may appoint an accountant. If and in the event, an accounting is requested and it is found that the accounting as given by the Purchaser to the Vendor is accurate, then the fee for the accounting shall be paid by the Vendor.

If an accounting audit is made by said certified public accountant and it is found that the accounting provided by the Purchaser to the Vendor is inaccurate, or in the event an accounting is not given, by the Purchaser to the Vendor, then the fee for said accounting shall be at the Purchaser's expense. Upon written notice from said Certified Public Accountant to the Vendor that the Vendor has not received production payments as

required by this Contract, from the Purchaser for the coal removed and sold, within thirty (30) days after the close of each month, then and in said event, a default shall occur and written notice (by certified mail) shall be given the Purchaser at the following address:

Cravat Coal Co.
Route No. 4
Cadiz, Ohio;

that if said default is not then cured within thirty (30) days, then and in said event, this Contract shall be in default and the leasehold interests referred to herein shall be assigned or reassigned by the Purchaser to the Vendor.

POSSESS ON: It is hereby provided that the Vendor shall relinquish possession to the Purchaser of the property referred to in the above referred to lease immediately upon execution of this Aqreement.

TAXES AND ASSESSMENTS: It is hereby agreed that any and all taxes and assessments levied against the premises, including payments to the United States Geological Survey, Royalties to the United States Government, all Wyoming taxes and local taxes accruing after the date of closing and assignment of lease by the Bureau of Land Management shall be the obligation of the Purchaser. Taxes and assessments accrued prior thereto shall be the obligation of the Vendor.

HEIRS, ADMINISTRATORS, EXECUTORS: All covenants and agreements herein contained shall extend to and be binding upon the heirs, administrators, successors and assigns of the respective parties hereto.

JURISDICTION AND APPLICABLE LAW: Notwithstanding that the real property referred to in this Contract of Sale is in the State of Wyoming, it is understood and agreed that the parties hereto have certain contacts in Idaho, to-wit: The Purchaser intends to market coal in the State of Idaho and to

maintain an office in the State of Idaho while mining the coal which is the subject of this Contract. Accordingly, it is agreed that Idaho law shall be applicable and that either party hereto shall have jurisdiction in the State of Idaho for any and all litigation or action resulting from the provisions of this Contract except as to provisions specifically affecting real property within the State of Wyoming.

CONVEYENCES: It is hereby agreed that upon execution of this Agreement, Purchaser shall apply to the Bureau of Land Management for assignment to Purchaser of all rights and interest in the Wyoming Land Office Lease, No.018804, and Vendor shall cooperate and assist in such transfer. Pending such assignment by the Bureau of Land Management, the above described initial payment shall be held by Purchaser for release to Vendor upon closing at the time when such assignment to Purchaser is completed by the Bureau of Land Management. In addition thereto, at the time of closing, a Bill of Sale shall be given for any and all personal property on or about the site of the mine referred to herein, but not including a stove and two trucks at such site which shall not be conveyed to Purchaser.

REGULATIONS REGARDING SURFACE RIGHTS: It is hereby agreed that all regulations of the United States of America, the State of Wyoming and local government entities regarding surface rights, mining regulation, safety rules and like regulations which may jeopardize or affect the continuance of the Federal Lease now issued, or subsequent Federal Leases, will be complied with by the Purchaser during the term of this Agreement.

BONDS AND SPECIAL USE PERMIT FEES: It is hereby agreed that any and all bonds required for the acquisition and continuance of the lease or leases which are subject to the provisions of this Contract and/or for special use permits or other property rights in United States lands shall, after the date of

this Agreement, be the sole responsibility and the expense of the Purchaser. Likewise, costs of roads and other such related improvements shall be at the Purchaser's expense and responsibility.

LIABILITY FOR DAMAGES: The Purchaser agrees that it shall save harmless the Vendor from any liability resulting from any depression, subsidence, damage, injury to person or property or any other injury whatsoever which shall or may be caused or occassioned by the operation of the mine referred to in this Contract or of any mining, exploration, or construction work or other activity upon the lease or leasehold interests referred to in this Contract.

LEASE OBLIGATION: It is further agreed that the Purchaser herein will comply with all provisions of that certain Wyoming Lease No. 018804 as the same may relate to protection of surface rights, regulations of mining, payment of royalties to the United States Government and other such provisions.

IMPOSSIBILITY OF PERFORMANCE: Anything herein to the contrary notwithstanding, performance or payment by either party hereto may be postponed, curtailed, or excused, as reasonable and appropriate under the circumstances, recognizing an obligation to minimize damages to the other party, in the event performance is impossible as a result of fire, flood, explosion, damage or destruction to improvements or equipment, riots, strikes, work stoppage, acts of God, acts of the Government, acts of the public enemy, or other causes beyond the control of the parties hereto; provided the minimum annual payments as designated heretofore shall not be postponed or excused because of such impossibility of performance as described herein.

ATTORNEY'S FEES: In the event an action is brought to enforce the payment and/or accounting provisions of this agreement, the successful party to such action shall be entitled to

recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.

SALE OR ASSIGNMENT OF CONTRACT: Purchaser shall not assign or convey this lease without the prior written consent of Vendor, which consent Vendor shall not unreasonably withhold.

ENTIRE AGREEMENT: This Contract constitutes the entire Agreement between the parties hereto and it may not be modified or changed except in writing.

GOOD FAITH: It is hereby agreed that the parties hereto enter into this Agreement upon good faith and they agree to reasonable commercial standards. The parties shall also cooperate in the sharing of geological data and other material. They agree that their intent is to commence an effort to expand the amount of the lease property referred to herein and that they agree that they will commence mining and marketing of said coal in the States of Idaho, Wyoming and elsewhere, provided the same is commercially feasible, within a reasonable length of time.

IN WITNESS WHEREOF the parties hereto have set their hands and seals in the acknowledgment hereinafter set forth.

VENDOR

PURCHASER:

CONNOTTON LAND CO.

By: _____
Robert E. Bowers
Manager of Partnership

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 21 day of DECEMBER, 1979, before me the undersigned, a Notary Public in and for said State, personally appeared GRANT N. HENDON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for ~~Idaho~~ OREGON
My Comm. Expires 7/29/80

(Seal)

April 11, 1980 Pamela J. Nelson
Notary Public for Oregon
My Commission Expires: 2/13/84

STATE OF ~~IDAHO~~ OHIO)
) ss.
County of ~~Bonneville~~ Harrison)

On this 19th day of February, 19~~8~~80, before me the undersigned, a Notary Public in and for said State, personally appeared Conotton Land Company by Robert E. Bowers, Manager of Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for ~~Idaho~~ Ohio
VIRGINIA RAMSEY, Notary Public
State of Ohio
My Commission Expires January 20, 1982

(Seal)

SHERIFF'S CERTIFICATE OF SALE

THIS CERTIFICATE OF SALE is made this 26th day of February, 19 90 by Jack N. Cain Sheriff of Sublette County, Wyoming and delivered to the United States of America, acting through Farmers Home Administration as purchasers.

WHEREAS, a mortgage was executed by DIANE E. NEAL now known as DIANE E. NEAL-SMITHLING, in favor of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, dated November 28, 1984, filed for record November 29, 1984, in Book 42 Mtg at Page 731, Document No. 204326, records of Sublette County, Wyoming, covering the following property:

> Lot 7, Block 4, 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, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining.

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, under said mortgage as of the date of sale, including principal, interest, expenses of sale and attorney's fees amounted to $62,369.48, 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 February 26, 1990 at 10:00 a.m.; and

WHEREAS, the highest bid received for the property was in the amount of $29,000.00 and was made by the United States of America, acting through Farmers Home Administration.

NOW THEREFORE, by virtue of the laws of the State of Wyoming, I hereby grant unto the United States of America, acting through Farmers Home Administration this Sheriff's Certificate of Sale covering the above described property. The said purchaser shall be entitled to a Sheriff's Deed

228024

RECORDED Feb 26 1990 10:10 AM
IN BOOK 57 Misc. PAGE 26
FEES $22.00 Mary L. Lonthorp COUNTY CLERK
SUBLETTE COUNTY CLERK
by Nan Riley

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 executed this Sheriff's Certificate of Sale this 26th day of February, 19 90.

Jack N. Cain
Sheriff of Sublette
County, Wyoming

By: Hank Ruland
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 26 day of February, 19 90, by Hank Ruland.

WITNESS my hand and official seal.

Mary L. Lankford
[redacted] Public County Clerk
By: Mary Riley - Deputy

My Commission Expires:
C.L. 1-7-91

PROOF OF PUBLICATION

NOTICE OF MORTGAGE FORECLOSURE SALE

Notice is hereby given:

That default has occurred in the conditions of a mortgage executed by DIANE E. NEAL now known as DIANE E. NEAL-SMITHLING, in favor of the Untied States of America, acting through the Farmers Home Administration, United States Department of Agriculture, dated November 28, 1984, filed for record November 29, 1984, in Book 42 Mtg at Page 731, Document No. 204326, records of Sublette County, Wyoming;

That pursuant to the provisions of said mortgage and the promissory note(s) secured thereby, the United States of America has declared and does hereby declare the entire debt secured by said mortgage due and payable;

That no action of proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage or any part thereof and that the premises secured by said mortgage and hereinafter described were and are used and occupied as one parcel;

That there is due and claimed to be due on the date of this notice upon the note(s) secured by said mortgage, including interest and all subsidies granted to the date hereof, the sum of SIXTY-TWO THOUSAND, THREE HUNDRED SIXTY-NINE AND 48/100 DOLLARS (62,369.48); and

That pursuant to the power of sale contained in said mortgage and pursuant to the provisions of Wyoming Statutes, 34-4-101 et seq., the said mortgage will be foreclosed and the lands described therein and as follows, to wit:

Lot 7, Block 4, 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, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining.

will be sold by the Sheriff of Sublette County, Wyoming, at public auction, to the highest bidder on the 26th day of February, 1990, at 10:00 a.m. at the front door of the Courthouse in Pinedale, Sublette County, Wyoming, to pay the debt then secured by said mortgage, taxes on said premises and the costs and disbursements allowed by law, subject to redemption as provided by law.

Dated this 8th day of January, 1990.

United States of America
By: /s/ Rick L. Day
County Supervisor
Farmers Home Administration
U.S. Department of Agriculture
County Office located at
219 E. Pine
P.O. Box 1420
Pinedale, WY 82941

Publish in the Pinedale Roundup January 18, 25, February 1, 8, 1990.

THE STATE OF WYOMING)
)ss
COUNTY OF SUBLETTE)

I, ...Paula A. Rock..... 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.....consecutive issues of said paper and not in a supplement, the first publication thereof being of the.....day of .....Feb....., 19..and the last publication thereof on the.....day of.....Feb...19..

Paula A. Rock

Subscribed in my presence and sworn to before me this .....8..... day of .....Feb....., 19..

Notary Public

My Commission expires October 7, 1990

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

AFFIDAVIT OF MAILING
NOTICE OF INTENT TO FORECLOSE
BY ADVERTISEMENT AND SALE

STATE OF WYOMING

County of Sublette

Rick L. Day (C/S), 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 has occurred in the conditions of a mortgage executed by DIANE E. NEAL now known as DIANE E. NEAL-SMITHLING, in favor of United States of America acting through the Farmers Home Administration, United States Department of Agriculture, dated November 28, 1984, filed for record November 29, 1984, in Book 42 Mtg, at Page 731, Document No. 204326, 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 1-8-90, 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 publication of the Notice of Sale commenced 1-18-90.

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.

Dated this 8th day of January, 1990.

Rick L. Day
County Supervisor

STATE OF WYOMING)
) ss.
County of Sublette)

The above and foregoing Affidavit of Mailing of Notice of Intent to Close by Advertisement and Sale was subscribed, sworn to and acknowledged before me this 8th day of January, 19 90 by Rick L. Day, County Supervisor.

WITNESS my hand and official seal.

Peggy A. Standage
Notary Public

My Commission Expires:

Sept. 21, 1991

[redacted] [redacted] [redacted]

United States Department of Agriculture

Farmers Home Administration

P.O. Box 1400
Pinedale, WY
82941

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

NOTICE OF INTENT TO FORECLOSE

BY ADVERTISEMENT AND SALE

TO: All morgagors, title holders of record, persons in possession, junior lienholders of record, as follows:

Phillip E. Street
481 S. Lincoln
P.O. Box 332
Pinedale, WY 82941

Susan F. Street
481 S. Lincoln
P.O. Box 332
Pinedale, WY 82941

Diane Neal-Smithling
481 S. Lincoln
P.O. Box 1268
Pinedale, WY 82941

Diane Neal-Smithling
73-403 Guadalupe
Palm Desert, CA 92260

Brian Smithling
481 S. Lincoln
P.O. Box 1268
Pinedale, WY 82941

Brian Smithling
73-403 Guadalupe
Palm Desert, CA 92260

Dow S. Bozeman
481 S. Lincoln
P.O. Box 1268
Pinedale, WY 82941

Frances I. Bozeman
481 S. Lincoln
P.O. Box 1268
Pinedale, WY 82941

Pursuant to that Mortgage executed by Diane E. Neal, now known as Diane E. Neal-Smithling, in favor of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, dated 11-28-84, filed for record 11-29-84, in Book 42 Mtg, at Page 731, Document No. 204326, records of Sublette County, Wyoming, which mortgage secured the note(s) described thereon, YOU ARE HEREBY NOTIFIED:

1. The United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, has declared default in said note and mortgage due to:

    1. Failure to pay promptly when due any indebtedness to the Government secured by the real estate mortgage.

    2. Failure to adequately maintain the security property.

Farmers Home Administration is an Equal Opportunity Lender.
Complaints of discrimination should be sent to:
Secretary of Agriculture, Washington D.C., 20250

2. The United States hereby invokes the Power of Sale granted to it in said mortgage and by this letter gives notice of its intent to foreclose by Advertisement and Sale in accordance with Wyoming Statutes 34-4-101, et seq.

3. In the event the property is sold at public sale under the foregoing cited Statute, all rights, title and interest which you may have in the mortgaged premises will be irrevocably lost unless redemption is made within the period provided by law as follows:

a. For mortgagors and/or owners:
   (1) 3 months, or,
   (2) for agricultural real estate, 12 months.
   See Wyoming Statutes 1-18-103

b. For other interest holders:
   (1) 30 days after the mortgagors and/or owners redemption period expires.
   See Wyoming Statutes 1-18-104

Dated: 1-8-90

RICK L. DAY,
County Supervisor
Farmers Home Administration, located at
219 E. Pine
P.O. Box 1420
Pinedale, WY 82941

P 845 699 293

RECEIPT FOR CERTIFIED MAIL

Brian Smithling
73-403 Guadalupe
Palm Desert, CA 92260

	.25
	.85
	.90
	2.00

Form 3800 June 1985

P 845 699 294

ECEIPT FOR CERTIFIED MAIL

Brian Smithling
481 S. Lincoln
P.O. Box 1268
Pinedale, WY 82941

	.25
	.85
	.90
	2.00

Form 3800 June 1985

P 845 699 295

ECEIPT FOR CERTIFIED MAIL

Dow S. Bozeman
481 S. Lincoln
P.O. Box 1268
Pinedale, WY 82941

	.25
	.85
	.90
	2.00

Form 3800 June 1985

P 845 699 292

P 845 699 290

RECEIPT FOR CERTIFIED MAIL

Susan F. Street
481 S. Lincoln
P.O. Box 332
Pinedale, WY 82941

Postage	
	.25
Certified Fee	.85
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	.90
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	2.00
Postmark or Date	

PINEDALE JAN 8 AM

PS Form 3800, June 1985

P 845 699 291

RECEIPT FOR CERTIFIED MAIL

Diane E. Neal-Smithling
481 S. Lincoln
P.O. Box 1268
Pinedale, WY 82941

Postage	
	.25
Certified Fee	.85
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	.90
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	2.00
Postmark or Date	

PINEDALE JAN 8

PS Form 3800, June 1985

P 845 699 289

RECEIPT FOR CERTIFIED MAIL

Phillip E. Street
481 S. Lincoln
P.O. Box 332
Pinedale, WY 82941

Postage	.25
Certified Fee	.85
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	.90
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	2.00
Postmark or Date	

PINEDALE JAN 8 AM

PS Form 3800, June 1985

P 845 699 296

RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse)

Sent to
Frances I. Bozeman
481 S. Lincoln
P.O. Box 1268
Pinedale, WY 82941

Postage	.25
Certified Fee	.85
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	.90
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	2.00
Postmark or Date	

PS Form 3800, June 1985

U.S. DEPARTMENT OF AGRICULTURE
County Supervisor
Farmers Home Administration, USDA
219 East Pine
P.O. Box 1420
Pinedale, ~~WY 82941~~
OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE, $300

Fold at line over top of envelope to the right of the return address

CERTIFIED

P 845 699 292

MAIL

PM

ALWAYS USE ZIP CODE

Ms. Diane Neal-Smithling
73-403 Guadalupe
Palm Desert, CA 92260

1-12
FIRST NOTICE
1-24
SECOND NOTICE
1-29
RETURN

BOX # 1420
2-12-90

115

U.S. DEPARTMENT OF AGRICULTURE
County Supervisor
Farmers Home Administration, USDA
219 East Pine
P.O. Box 1420
Pinedale, ~~WY 82941~~
OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE, $300

CERTIFIED

P 845 699 293

MAIL

Mr. Brian Smithling
73-403 Guadalupe
Palm Desert, CA 92260

1-12
FIRST NOTICE
1-24
SECOND NOTICE
1-29
RETURN

BOX # 1420
2-12-90

116

U.S. DEPARTMENT OF AGRICULTURE

County Supervisor
Farmers Home Administration, USDA
219 East Pine
P.O. Box 1420
Pinedale, WY 82941

OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE, $300

Fold at line over top of envelope to the right of the return address.

CERTIFIED

P 845 699 290

MAIL

U.S. OFFICIAL MAIL

2.00 E

IF ADDRESSED AND NO ORDER EXPIRED

Mrs. Susan F. Street
481 S. Lincoln
P.O. Box 332
Pinedale, WY 82941

BOX # 1020

NOTICE 1270

CE

115

35

U.S. DEPARTMENT OF AGRICULTURE

County Supervisor
Farmers Home Administration, USDA
219 East Pine
P.O. Box 1420
Pinedale, ~~WY 82941~~

OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE, $300

CERTIFIED

P 845 699 289

MAIL

Mr. Phillip E. Street
481 S. Lincoln
P.O. Box 332
Pinedale, WY 82941

BOX # 1020

115

AFFIDAVIT OF SURVIVORSHIP

STATE OF California)
) ss.
COUNTY OF Los Angeles)

I, RAYMOND JUDSON LEEDY, being first duly sworn, do hereby depose and say:

That he is the husband of MARY JANE LEEDY, deceased, who passed away on July 1, 1989 in the State of California.

That at the time of her death, MARY JANE LEEDY owned certain real property by virtue of a certain Warranty Deed; said land being more particularly described as follows:

> The South one-half ($S\frac{1}{2}$) of Tract No. Seven (7) and all of Tract No. Eight (8) of the Bayer Westside Subdivision, as part of the $NE\frac{1}{4}NE\frac{1}{4}$ of Section 27, Township 34 North, Range 109 West of the 6th P.M., 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, 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 STREETS OR ROADS.

Said Deed being recorded in the office of the Sublette County Clerk on March 1, 1967 at Book 13 of Deeds, page 303.

That the deceased, MARY JANE LEEDY is one and the same person as MARY JANE LEEDY, one of the grantees in the beforementioned Warranty Deed, and that the affiant, RAYMOND JUDSON LEEDY is one and the same person as the said RAYMOND JUDSON LEEDY the other grantee in the beforementioned 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 MARY JANE LEEDY, deceased, all equity, right, title and interest in the beforementioned real property passed to and was vested in RAYMOND JUDSON LEEDY.

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 MARY JANE LEEDY, deceased.

228037

DATED this 21st day of Febuary, 1990.

RECORDED Feb 26 1990 4:20 P M
IN BOOK 57 Misc. PAGE 36
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By: Mary Riley

Raymond Judson Leedy
RAYMOND JUDSON LEEDY

Subscribed and sworn to before me by RAYMOND JUDSON LEEDY this 21st day of Febuary, 1990.

Witness my hand and official seal.

OFFICIAL SEAL
PRISCILLA ANN BROWN
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. DEC. 15, 1992

Priscilla Ann Brown
NOTARY PUBLIC

My Commission Expires: December 15, 1992

CERTIFICATION OF VITAL RECORD

COUNTY OF LOS ANGELES • REGISTRAR-RECORDER

CERTIFICATE OF DEATH
STATE OF CALIFORNIA

STATE FILE NUMBER: 3881903009 7

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
MARY	Jane	LEEDY	JULY 1, 1988	

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
female	white	NO	December 22,1916	71 YEARS				

8. BIRTHPLACE OF DECEDENT (STATE OR FOREIGN COUNTRY)	9. NAME AND BIRTHPLACE OF FATHER	10. BIRTH NAME AND BIRTHPLACE OF MOTHER
Ohio	Joseph McNally Ohio	Margaret Sullivan Ohio

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)
USA	19 ___ TO 19 ___	286 14 0807	Married	Raymond Leedy

15. PRIMARY OCCUPATION	16. NUMBER OF YEARS THIS OCCUPATION	17. EMPLOYER (IF SELF-EMPLOYED, SO STATE)	18. KIND OF INDUSTRY OR BUSINESS
Bookkeeper	14	Kress Dept. Store	Department Store

USUAL RESIDENCE

19A. USUAL RESIDENCE—STREET ADDRESS (STREET AND NUMBER OR LOCATION)	19B.	19C. CITY OR TOWN
1245 N. Mar Vista Ave.		Pasadena

19D. COUNTY	19E. STATE	20. NAME AND ADDRESS OF INFORMANT—RELATIONSHIP
Los Angeles	California	Raymond Leedy (spouse) 1245 N.Mar Vista Ave. Pasadena, California 91104

PLACE OF DEATH

21A. PLACE OF DEATH	21B. COUNTY
Kaiser Nursing Facility	Los Angeles
21C. STREET ADDRESS (STREET AND NUMBER OR LOCATION)	**21D. CITY OR TOWN**
3425 W. Manchester Ave.	Inglewood

CAUSE OF DEATH

22. DEATH WAS CAUSED BY: (ENTER ONLY ONE CAUSE PER LINE FOR A, B, AND C)

		APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH
IMMEDIATE CAUSE (A)	Cardiopulmonary Arrest	1 Hr
CONDITIONS, IF ANY, WHICH GAVE RISE TO THE IMMEDIATE CAUSE, STATING THE UNDERLYING CAUSE LAST. DUE TO, OR AS A CONSEQUENCE OF: (B)	Pulmonary Insufficiency w/ Anem	3wks
DUE TO, OR AS A CONSEQUENCE OF: (C)	Wide Spread Metastatic Carcinoma from Breast	2 mth

34. WAS DEATH REPORTED TO CORONER? No

35. WAS BIOPSY PERFORMED? Yes 4/28/88

36. WAS AUTOPSY PERFORMED? No

23. OTHER SIGNIFICANT CONDITIONS—CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN 22A: S/P Closure of Perforated Sigmoid Diverticulum

27. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEMS 22 OR 23? YES. DATE OF OPERATION: Left Ext. Colostomy 5/27/88

PHYSICIAN'S CERTIFICATION

26A. I CERTIFY THAT DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED.

I ATTENDED DECEDENT SINCE (ENTER MO. DA. YR.)	I LAST SAW DECEDENT ALIVE (ENTER MO. DA. YR.)
5-10-88	6/30/88

26B. SIGNATURE AND DEGREE OR TITLE: Albert H. Luck, MD | 26C. DATE SIGNED: 7/6/88 | 26D. PHYSICIAN'S LICENSE NUMBER: C-25073

26E. TYPE PHYSICIAN'S NAME AND ADDRESS: ALBERT H. LUCK, MD, 4950 SUNSET BLVD LOS ANGELES CA 90027

INJURY INFORMATION

28. SPECIFY ACCIDENT, SUICIDE, ETC.	29. PLACE OF INJURY	31. INJURY AT WORK	32A. DATE OF INJURY—MONTH, DAY, YEAR	32B. HOUR

30. LOCATION (STREET AND NUMBER OR LOCATION AND CITY OR TOWN):

33. DESCRIBE HOW INJURY OCCURRED (EVENTS WHICH RESULTED IN INJURY):

CORONER'S USE ONLY

36A. I CERTIFY THAT DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED. AS REQUIRED BY LAW, I HAVE HELD AN INVESTIGATION.

36B. SIGNATURE AND DEGREE OR TITLE: [redacted] | 36C. DATE SIGNED

38. DISPOSITION	37. DATE—MONTH, DAY, YEAR	39. NAME AND ADDRESS OF CEMETERY OR CREMATORY	39A. SIGNATURE OF LOCAL REGISTRAR AND SIGNATURE
Burial	7/7/88	San Fernando Mission [redacted]	[redacted]

40A. NAME OF FUNERAL DIRECTOR (OR PERSON ACTING AS SUCH)	40B. LICENSE NO.	40C. [redacted]	40D. DATE ACCEPTED BY LOCAL REGISTRAR
Woods Glendale Mortuary, Inc.	407	[redacted]	JUL 6 1988

STATE REGISTRAR	A.	B.	C.	D.	E.	F.

VS-11 (1-88) 1744

This is to certify that this document is a true copy of the official record filed with the Registrar-Recorder.

FEB 16 1990

CHARLES WEISSBURD
Registrar-Recorder

19-266922

This copy not valid unless prepared on engraved border displaying the County of Los Angeles Seal and Signature of Registrar-Recorder.

American Bank Note Company — ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

(1)

RIGHT-OF-WAY EASEMENT

Know all men by these presents that: Mark Dewey Cowley, as Trustee of The Stanford Adams Cowley Family Trust, and LaRee T. Cowley, as Trustee of The LaRee T. Cowley Revocable Family Trust, of the County of Wright and State of Missouri, Mark A. Jones and Jeanna R. Jones, husband and wife, and Aaron N. Jones and Barbara A. Jones, husband and wife, of the County of Sweetwater and State of Wyoming, Grantors, for and in consideration of the sum of $1.00(ONE DOLLAR) receipt of which is hereby acknowledged, do hereby grant to William H. Mayo, of the County of Sublette, State of Wyoming, Grantee, the right to inspect, operate and maintain an existing irrigation ditch over and across the following described lands situate in the County of Sublette, State of Wyoming, to-wit:

BEGINNING at the headgate which lies within Lot 1, Section 3, Township 30 North, Range 106 West, 6th P.M., Sublette County, Wyoming; thence southwesterly through said Lot 1 and the S½NE¼, SE¼ and S½SW¼ of said Section 3, T.30N., R.106W. to the point where said ditch enters the lands of Grantee in Section 4, T.30N., R.106W.

hereby releasing and waiving all rights under and by virtue of the Homestead Laws of the State of Wyoming.

Grantors also grant the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, of the rights granted under this Easement.

Grantee agrees to have a survey of the ditch and headgate completed within one year and have the same recorded, as an attachment to this Easement, in the Office of the Clerk of Sublette County, Wyoming.

The Easement herein granted shall be perpetual so long as the above described lands are used for the purpose of an irrigation ditch.

WITNESS OUR HANDS hereto this 17th day of March, 1989.

223902

RECORDED March 17 19 89 3:00 P M
IN BOOK 55 Misc. PAGE 146
FEES $4.25 Mary C. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Mary Riley

Mark Dewey Cowley, Trustee of The Stanford Adams Cowley Family Trust

LaRee T. Cowley, Trustee of The LaRee T. Cowley Revocable Family Trust

Mark A. Jones

Jeanna R. Jones

Aaron N. Jones

Barbara A. Jones

THE STATE OF WYOMING }
COUNTY OF SUBLETTE } SS

MARY L. LANKFORD, COUNTY CLERK, WITHIN AND FOR SAID COUNTY AND IN THE STATE AFORESAID DO HEREBY CERTIFY THE FOREGOING TO BE A FULL, TRUE AND COMPLETE COPY. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND THE SEAL AT PINEDALE, WYOMING, THIS 27 DAY OF February A.D. 1990

Mary L. Lankford
COUNTY CLERK
By Mary Riley
DEPUTY CLERK

228045

RECORDED Feb. 27 19 90 10:40 A M
IN BOOK 57 Misc. PAGE 38
FEES $6.00 Mary C. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

The foregoing instrument was acknowledged before me by Mark Dewey Cowley, Trustee of The Stanford Adams Cowley Family Trust, LaRee T. Cowley, Trustee of The LaRee T. Cowley Revocable Family Trust, Mark A. Jones and Jeanna R. Jones, husband and wife, and Aaron N. Jones and [redacted] husband and wife, this 17th day of March, 1939.

By Mary Riley

Witness my hand and official seal [redacted]

[redacted]
Notary Public

My commission expires: [redacted]

(1)

Crank Companies, Incorporated

Consulting Engineering &
Land Surveying Division

2515 Foothill Boulevard - Suite B-220 - Rock Springs, Wyoming 82901 • Ph. (307) 382-2900

November 8, 1989

Legal Description
Mayo-Tanner Irrigation Ditch Easement
Section 3, T30N, R106W
CCI Job No. 2800

A piece, parcel, or tract of land lying in Section 3, Township 30 North, Range 106 West of the Sixth Principal Meridian, Sublette County, Wyoming. This parcel being more particularly described as follows:

A strip of land 50 (fifty) feet in width on either side of the following described Centerline:

Beginning at a point in Section 3 South 87°45'46" East, 1965.92 feet from the North ¼ corner of Section 3;

Thence South 38°24'24" West for a distance of 1344.37 feet;

Thence South 40°33'50" West for a distance of 1735.55 feet;

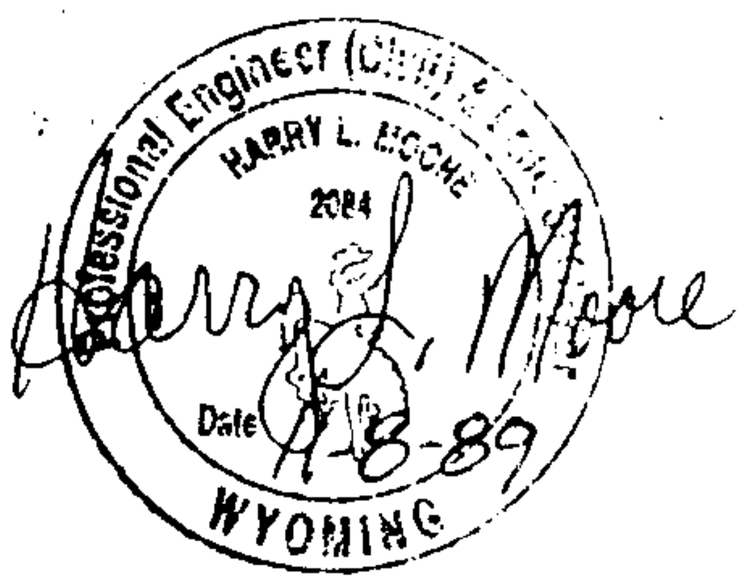
Thence South 44°47'25" West for a distance of 960.05 feet;

Thence South 55°06'13" West for a distance of 2356.71 feet;

Thence West for a distance of 36.60 feet to a point on the westerly line of said Section 3.

Said parcel is subject to any rights-of-way and/or easements which have been legally acquired.

Basis of bearing is South 89°48' West along the North line of said Section 3..



NOTICE AND LIEN STATEMENT

State of Wyoming)
) ss.
County of Sublette)

KARL DRUMM (TULSA INC) of BOX 192 LABARGE WY 83123
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: MICRO-WAVE EQUIPMENT, CABLES, ANTENNAS UPLINK & DOWN LINK EQUIPMENT

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 VANTAGE CABLE LTD of 2768 GRAND AVE DESMOINES, IOWA 50312
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. $5,000 A MONTH LEASE SINCE JUNE 1989 FOR USE OF BLM LEASE, BLD. ACCESS, INSURANCE, ELECTRIC USE, STORAGE MAIN FRAME ANTENNAES USAGE WHICH COMES TO $40,000 AS OF FEB. 1990

4. That a copy of this affidavit will be mailed to _____
Debtor
at _____, 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.

Karl Drumm
Lien Claimant

State of Wyoming)
) ss.
County of Sublette)

The foregoing instrument was acknowledged before me by Karl Drumm, this 27th day of February, 1990.

Witness my hand and official seal.

Bethany A. Walker
Notary Public

My Commission Expires: 4/25/92

228054

RECORDED Feb. 27 1990 1:45 P M
IN BOOK 57 Misc. PAGE 40
FEES $4.00 Mary L. Gafford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: [redacted]

ASSIGNMENT OF EASEMENT

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, **Ted C. Frome** and **Betty B. Frome**, husband and wife, assignors, assign all of their undivided one-half interest under that certain Easement granted to them and Doyle F. Child and Elaine C. Child by Miller Land and Livestock Co., a Wyoming corporation, dated December 21, 1970, and recorded by the Sublette County Clerk on December 30, 1970, in Book 27 Miscellaneous, page 269, unto the owners of Hoback Ranches Subdivision as platted and filed in the office of the County Clerk of Sublette County, Pinedale, Wyoming, the owners of Section 4 and the N 1/2 N1/2 of Section 9 in Township 36 North, Range 112 West of the 6th P.M., Sublette County, Wyoming, and the owners of that tract of land located in T36N, R113W, Sublette County, Wyoming, and more particularly described on Exhibit "A" attached and incorporated herein by this reference, assignees, also waiving and releasing any and all rights under the homestead exemption laws of the State of Wyoming.

Dated February 15, 1990.

228060

RECORDED Feb. 28 1990 1:20 P M
IN BOOK 57 Misc. PAGE 41
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Ted C. Frome

Ted C. Frome

Betty B. Frome

Betty B. Frome

STATE OF WYOMING :
: ss.
COUNTY OF LINCOLN:

The foregoing Assignment was acknowledged before me by Ted C. Frome and Betty B. Frome, husband and wife, this 15th day of February, 1990.

Witness my hand and official seal.

LYNN L. ERICKSON NOTARY PUBLIC LINCOLN COUNTY, WYOMING

Lynn L. Erickson

NOTARY PUBLIC

My commission expires: May 25, 1993.

EXHIBIT "A"

Description for

STAR VALLEY REALTY COMPANY

for

UNSUBDIVIDED HOBACK RANCHES AREA

To-wit:--

In T36N, R113W, Sublette County, Wyoming;
the west one-half (W½) and the west one-half (W½) of the northeast one-quarter (W½NE¼) of Section 13, encompassing a nominal area of 400 acres, more or less;
the south one-half (S½) of Section 14, encompassing a nominal 320 acres; the north one-half ($N\frac{1}{2}$) of Section 14, encompassing a nominal 320 acres
the south one-half (S½) of Section 15, encompassing a nominal 320 acres; the north one-half ($N\frac{1}{2}$) of Section 15, encompassing a nominal 320 acres
all of Section 22, encompassing a nominal area of 640 acres, more or less;
all of Section 23, encompassing a nominal area of 640 acres, more or less;
that part of Section 24 of T36N, R113W, Sublette County, Wyoming lying and being situate northerly and westerly of the following described line:

Beginning at a point on the north line of said Section 24; S89°-22'E, 279 feet from the north one-quarter corner of said Section 24;

thence S33°-02'W, 247 feet to a point;
thence S71°-47'W, 467 feet to a point;
thence S56°-25'W, 298 feet to a point;
thence S12°-46'E, 1297 feet to a point;
thence S33°-15'E, 484 feet to a point;
thence S08°-39'E, 839 feet to a point;
thence S33°-46'W, 350 feet to a point;
thence S88°-59'W, 331 feet to a point;
thence S28°-56'W, 562 feet to a point;
thence S37°-56'W, 761 feet to a point;
thence S59°-48'W, 836 feet to a point;
thence S52°-21'W, 377 feet to a point;
thence S77°-39'W, 486 feet to a point on the west line of said Section 24, N00°-01'W, 177 feet from the southwest corner of said Section 24;

all in accordance with the map prepared and filed in the office of the Clerk of Sublette County;

encompassing a nominal area of 249.5 acres, more or less; and

that part of the N½N½ of Section 26 and the NE¼NE¼ of Section 27, T36N, R113W, Sublette County, Wyoming BOUNDED as follows:

On the north by the north line of said Section 26 and 27;
On the south, west and east by an existing fence; SECONDARILY described as follows:

BEGINNING at an intersection of the existing fence with the north line of said Section 26, S89°-36.5'W, 419.37 feet from the northeast corner of said Section 26;
thence along said existing fence line as follows:
thence S41°-43'W, 324 feet to a point;
thence S65°-11'W, 1142 feet to a point;
thence N84°-55'W, 1631 feet to a point;
thence S22°-29'W, 36 feet to a point on a cattleguard with a gate;

[redacted]
[redacted]
[redacted]

1

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

thence N69°-08'W, 74 feet to a point;
thence N84°-57'W, 899 feet to a point;
thence N76°-14'W, 1039 feet, more or less, to an intersection with the west line of said Section 26;
thence continuing N76°-14'W, 1044 feet, more or less, to an intersection with the north line of said Section 27;
thence S88°-39'E, 1013.79 feet along the said north line to the northwest corner of said Section 26;
thence N89°-36.5'E, 4864.20 feet, more or less, along the said north line of said Section 26 to the PLACE OF BEGINNING;

Encompassing an area of 58.2 acres, more or less;

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

each "corner" marked by a 2" galvanized steel pipe with brass cap inscribed appropriately;

the base bearing for this survey is the east line of Section 23, T36N, R113W being N00°-01'W;

all in accordance with the plat prepared and filed for record for "HOBACK RANCHES -- MILLER LAND AND LIVESTOCK COMPANY MAP OF SECTION 22, 23, 24, 26, 27 T36N, R113W SECTIONS 10 & 11 T36N R112W SUBLETTE COUNTY, WYOMING SHOWING SUBDIVISIONS AND FENCE LINES" dated 2 February 1982.

[redacted]
Registered Land Surveyor No. 1041
[redacted]
Registered Land Surveyor No. 3648
SURVEYOR SCHERBEL LTD
Big Piney, Wyoming 83113
Jackson, Wyoming 83001
Afton, Wyoming 83110

9 January 1987
svr.des "C"

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

ASSIGNMENT OF EASEMENT

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, **Doyle F. Child** and **Elaine C. Child**, husband and wife, assignors, assign all of their undivided one-half interest under that certain Easement granted to them and Ted C. Frome and Betty B. Frome by Miller Land and Livestock Co., a Wyoming corporation, dated December 21, 1970, and recorded by the Sublette County Clerk on December 30, 1970, in Book 27 Miscellaneous, page 269, unto the owners of Hoback Ranches Subdivision as platted and filed in the office of the County Clerk of Sublette County, Pinedale, Wyoming, the owners of Section 4 and the N 1/2 N1/2 of Section 9 in Township 36 North, Range 112 West of the 6th P.M., Sublette County, Wyoming, and the owners of that tract of land located in T36N, R113W, Sublette County, Wyoming, and more particularly described on Exhibit "A" attached and incorporated herein by this reference, assignees, also waiving and releasing any and all rights under the homestead exemption laws of the State of Wyoming.

Dated February 15, 1990.

228061

RECORDED Feb. 28 19 90 1:22 P M
IN BOOK 57 Misc PAGE 44
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Doyle F. Child

Elaine C. Child

Elaine C. Child

STATE OF WYOMING :
: ss.
COUNTY OF LINCOLN:

The foregoing Assignment was acknowledged before me by Doyle F. Child and Elaine C. Child, husband and wife, this 16th day of February, 1990.

Witness my hand and official seal.

NOTARY PUBLIC

My commission expires: March 8, 1993.

EXHIBIT "A"

Description for

STAR VALLEY REALTY COMPANY

for

UNSUBDIVIDED HODACK RANCHES AREA

To-wit:--

In T36N, R113W, Sublette County, Wyoming;
the west one-half (W½) and the west one-half (W½) of the northeast one-quarter (W½NE¼) of Section 13, encompassing a nominal area of 400 acres, more or less;
the south one-half (S½) of Section 14, encompassing a nominal 320 acres; the north one-half ($N\frac{1}{2}$) of Section 14, encompassing a nominal 320 acres
the south one-half (S½) of Section 15, encompassing a nominal 320 acres; the north one-half ($N\frac{1}{2}$) of Section 15, encompassing a nominal 320 acres
all of Section 22, encompassing a nominal area of 640 acres, more or less;
all of Section 23, encompassing a nominal area of 640 acres, more or less;
that part of Section 24 of T36N, R113W, Sublette County, Wyoming lying and being situate northerly and westerly of the following described line:

Beginning at a point on the north line of said Section 24; S89°-22'E, 279 feet from the north one-quarter corner of said Section 24;

thence S33°-02'W, 247 feet to a point;
thence S71°-47'W, 467 feet to a point;
thence S56°-25'W, 298 feet to a point;
thence S12°-46'E, 1297 feet to a point;
thence S33°-15'E, 404 feet to a point;
thence S08°-39'E, 839 feet to a point;
thence S33°-46'W, 350 feet to a point;
thence S88°-59'W, 331 feet to a point;
thence S20°-56'W, 562 feet to a point;
thence S37°-56'W, 761 feet to a point;
thence S59°-48'W, 836 feet to a point;
thence S52°-21'W, 377 feet to a point;
thence S77°-39'W, 486 feet to a point on the west line of said Section 24, N00°-01'W, 177 feet from the southwest corner of said Section 24;

all in accordance with the map prepared and filed in the Office of the Clerk of Sublette County;

encompassing a nominal area of 249.5 acres, more or less; and

that part of the N½N½ of Section 26 and the NE¼NE¼ of Section 27, T36N, R113W, Sublette County, Wyoming BOUNDED as follows:

On the north by the north line of said Section 26 and 27;
On the south, west and east by an existing fence; SECONDARILY described as follows:

BEGINNING at an intersection of the existing fence with the north line of said Section 26, S89°-36.5'W, 419.37 feet from the northeast corner of said Section 26;
thence along said existing fence line as follows:
thence S41°-43'W, 324 feet to a point;
thence S65°-11'W, 1142 feet to a point;
thence N84°-55'W, 1631 feet to a point;
thence S22°-29'W, 36 feet to a point on a cattleguard with a gate;

[redacted]

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

EXHIBIT A

thence N69°-08'W, 74 feet to a point;
thence N84°-57'W, 099 feet to a point;
thence N76°-14'W, 1039 feet, more or less, to an intersection with the west line of said Section 26;
thence continuing N76°-14'W, 1044 feet, more or less, to an intersection with the north line of said Section 27;
thence S88°-39'E, 1013.79 feet along the said north line to the northwest corner of said Section 26;
thence N89°-36.5'E, 4864.20 feet, more or less, along the said north line of said Section 26 to the PLACE OF BEGINNING;

Encompassing an area of 58.2 acres, more or less;

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

each "corner" marked by a 2" galvanized steel pipe with brass cap inscribed appropriately;

the base bearing for this survey is the east line of Section 23, T36N, R113W being N00°-01'W;

all in accordance with the plat prepared and filed for record for "HOBACK RANCHES -- MILLER LAND AND LIVESTOCK COMPANY MAP OF SECTION 22, 23, 24, 26, 27 T36N, R113W SECTIONS 10 & 11 T36N R112W SUBLETTE COUNTY, WYOMING SHOWING SUBDIVISIONS AND FENCE LINES" dated 2 February 1982.

[redacted]
Registered Land Surveyor No. 164
[redacted]
Registered Land Surveyor No. 3848
SURVEYOR SCHREIBER, LTD
Big Piney, Wyoming 83113
Jackson, Wyoming 83001
Alton, Wyoming 83110

9 January 1987
svr.des "C"

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

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 1st day of January, 1990, between GARY ESPENSCHEID and NANCY ESPENSCHEID, as Sellers, and DAN W. HENRY and BARBARA HENRY, as Buyers. The Sellers did agree to sell and the Buyers did agree to buy a certain tract of real property located in Sublette County, Wyoming described as follows, to-wit:

A portion of land located in the S½SW¼NE¼ of Section 29, Township 30 North, Range 111 West of the 6th P.M., Sublette County, Wyoming more particularly described as follows:

Commencing at the Southwest Corner of the SW¼NE¼ of Section 29, Township 30 North, Range 111 West of the 6th P.M., Sublette County, Wyoming;
thence S.87°25.8'E., a distance of 1312.57 feet;
thence N.00°15.2'W., a distance of 275.00 feet;
thence N.82°44.5'W., a distance of 1322.06 feet;
thence S.00°12.8'E., a distance of 383.15 feet;
Said portion of land also being described as Tract B of the Espenscheid Lot Division;

TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in the United States patents or of record, 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 144, Big Piney, WY 83113.

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

DATED this 1st day of January, 1990.

SELLERS:

Gary Espenscheid
GARY ESPENSCHEID

Nancy Espenscheid
NANCY ESPENSCHEID

228077

RECORDED Feb. 28 1990 3:30 P M
IN BOOK 52 Misc. PAGE 47
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

DATED this 4th day of January, 1990.

BUYERS:

Dan W. Henry
DAN W. HENRY

Barbara Henry
BARBARA HENRY

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by GARY ESPENSCHEID and NANCY ESPENSCHEID, this 4th day of

_____, 19__.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing **Memorandum of Agreement** was acknowledged before me by DAN W. HENRY and BARBARA HENRY. this ___ day of _____, 19__.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

My Commission Expires: _____

CANCELLATION OF COVENANTS

HOBACK COMPANY, a Wyoming corporation of Box 248, Afton, Wyoming does herein cancel and make void those certain Protective Covenants contained in a Warranty Deed, recorded in the office of the County Clerk of Sublette County, Pinedale, Wyoming on November 10, 1972 in Book 16 of Deeds, Page 81, as it applies to the $W\frac{1}{2}SW\frac{1}{4}$ of Section 22, Township 36 North Range 113 West of the 6th P.M.

Signed this 27th day of February, 1990.

Corporate Seal

HOBACK COMPANY

By: Doyle F. Child
Doyle F. Child
President

Attest:
Elaine C. Child
Elaine C. Child
Secretary

228101

RECORDED March 1 1990 4:00 P M
IN BOOK 57 Misc PAGE 49
FEES $ Free Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

ACKNOWLEDGEMENT

STATE OF WYOMING)
)
COUNTY OF LINCOLN)

On this 27th day of February, 1990, Doyle Child and Elaine C. Child, known to me to be the President and Secretary, respectively, of Hoback Company, a Wyoming corporation, signed the foregoing instrument.

NOTARY PUBLIC

Sandra J. Ward
Notary Public

My commission expires: March 8, 1993

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS that Vernon T. Delgado in consideration of Ten Dollars ($10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged does hereby assign, transfer and set over to Matthew Patton of Atlanta, GA all of his right, title and interest of whatsoever nature in the following:

1. Promissory Note in the original principal amount of $150,000.00 dated December 9, 1988, payable to Vernon T. Delgado by Frederick G. Petersen and Boulder Lake Country Estates, Inc. jointly and severely and that certain extension of time to Promissory Note executed by Vernon T. Delgado on the 10th day of November, 1989.

2. Mortgage from Frederick G. Petersen and Coralee R. Petersen, husband and wife, as mortgagors to secure the foregoing Promissory Note which mortgage is dated the 9th day of December, 1988, and was recorded on the 9th day of December 1988 in the office of the Sublette County Clerk in Book 50 of Mortgages page 197.

3. Mortgage from Boulder Lake Estates, Inc. as mortgagor to secure the foregoing Promissory Note which mortgage is dated the 9th day of December, 1988, and was recorded on the 9th day of December, 1988 in the office of Sublette County Clerk in Book 50 Mortgages page 192.

IN WITNESS WHEREOF I have hereunto set my hand this 16th day of February, 1990.

Vernon T. Delgado
Vernon T. Delgado

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

SUBSCRIBED and sworn to before me by VERNON T. DELGADO this 16th day of February, 1990.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

NOTARY

Susan J Tabor
Notary Public

My Commission Expires:

JULY 20, 1992

RECORDED March 2 19 90 2:00 PM
IN BOOK 57 Misc PAGE 50
FEES $ 4.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany L Lubker

228111

IN THE DISTRICT COURT OF SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

MELISSA LANE AMREIN, Plaintiff, vs. TERRENCE GREGORY AMREIN, Defendant.	Civil Action No. 5005 DECREE

This matter having come before the Court for a hearing on Plaintiff's Divorce Complaint on August 25, 1989, and the case being in the posture of a default divorce, and the Court having entered an Order herein on October 26, 1989 granting the divorce and awarding Plaintiff custody of the minor children of the parties, and the Court having thereafter scheduled a hearing in this matter to deal with the division of the property of the parties, and notice of the hearing having been given to the Defendant and other interested parties, and the matter having come before the Court for a hearing on January 5, 1990 and the Plaintiff appearing in person and with her attorney, Robert W. Horn, and the Defendant appearing in person and without an attorney, and the Defendant's mother, Leola Amrein, appearing in person and with her attorney, Mason F. Skiles, and the Court having heard the testimony of the parties and the Defendant's mother and the Court having heard the argument of counsel and from the Defendant and the Court being otherwise fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. That the terms and conditions of the Order of the Court entered herein on October 26, 1989 granting the divorce, and awarding custody of the minor children of the parties to the Plaintiff be and the same is incorporated by reference herein and adopted and made a part of this Decree.

228136

AMREIN v. AMREIN
Civil Action No. 5005
DECREE
Page 1 of 7

RECORDED March 6 1990 10:45
IN BOOK 57 Misc. PAGE 51
FEES $16.00 Mary E. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

51

FILED
BY: Marilyn M. Jensen
JAN 23 1990
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

2. That Defendant be and he is hereby awarded the following personal property of the parties: All his personal effects, the frozen bull semen, all cameras and photographic equipment, all fire arms, books, the chicken plucker, and the Ford 4-wheel drive pickup truck.

3. That Plaintiff be and she is hereby awarded the following personal property: All her personal effects, her great-grandmother's desk, the handmade horsehair bridle, and all of the ranch and farm equipment owned by the parties with the exception of the Ford 4-wheel drive pickup awarded to the Defendant, which ranch and farm equipment includes the following: One self-propelled bailer, one self-propelled stacker, one mower drum-type, one rake, two Massey tractors, one Ford tractor, one International tractor, one post digger, one post pounder, one Buick Sportwagon, one Chevrolet Caprice, one GMC 1941 Flatbed truck, one Dodge 4x4 Army truck and one stock trailer; all livestock, cattle, calves, and horses and any and all other personal property associated with the operation of the ranch heretofore occupied by the parties during the course of their marriage.

4. That Plaintiff be and she is hereby awarded an undivided one-half interest as a tenant in common with Leola H. Amrein, a single woman, the following described real property situated in Sublette County, State of Wyoming, more particularly described as follows:

> Lot 3; and NE¼SW¼; and W½SE¼; and SE¼SE¼ of Section 4; and E½NE¼ of Section 9; and
> NW¼; and N½SW¼; and SE¼SW¼; and SW¼SE¼ of Section 10, in T. 37 N., R. 113 W., 6th P. M. and
> E½SW¼ of Section 33, T. 38 N., R. 113 W., 6th P. M.
> Together with and including all improvements situated thereon and all water rights and appurtenances belonging thereto.
>
> But excepting therefrom and from this conveyance the following described property listed in paragraphs (a), (b), (c), (d), (e), and (f) below:
>
> (a) The Hicks subdivision situated in the NW¼SE¼ of the aforesaid Section 4, more particularly described as follows: Beginning at the Northeast Corner of the NW¼SE¼ of said Section 4 and proceeding west along the north

line of the NW¼SE¼ of said Section 4 a distance of 765.6 feet to the point where this line intersects the east right-of-way line of U. S. Highway No. 187, thence following this right-of-way line S. 34°45' E. a distance of 1349 feet to the point where this line intersects the east line of the NW¼SE¼ of said Section 4, thence along the east line of the aforesaid NW¼SE¼ N. 00°10' W. a distance of 1108.6 feet, more or less, to the point of beginning, containing 9.72 acres, more or less;

(b) That part of the SE¼SE¼ of said Section 4 lying north and east of U. S. Highway No. 187;

(c) A tract of land described as follows: Beginning at the Southeast 1/16 Corner of the aforesaid Section 4, thence S. 40°00' W. 435 feet to Corner No. 1, thence N. 73°25' W. 132 feet to Corner No. 2, thence N. 28°05' W. 275 feet to Corner No. 3, thence S. 79°00' E. 205 feet to Corner No. 4, thence S. 56°00' E. 84 feet to Corner No. 5, thence S. 04°30' W. 196 feet to Corner No. 1, the point of beginning, containing 1.01 acres, and lying wholly within the SW¼SE¼ of the aforesaid Section 4;

(d) A portion of the SE¼SW¼ of the aforesaid Section 33, more particularly described as follows: Beginning at the South quarter Corner of said Section 33, thence proceeding Northerly along the East boundary line of the SE¼SW¼ of said Section 33 a distance of 1320 feet, more or less, to the Northeast Corner of the SE¼SW¼ of said Section 33, thence Westerly along the North boundary of the SE¼SW¼ of said Section 33 a distance of 66 feet, thence at right angles Southerly a distance of 1320 feet, more or less, to the South boundary line of the SE¼SW¼ of said Section 33, thence Easterly along the South boundary of the SE¼SW¼ of said Section 33 a distance of 66 feet, more or less, to the point of beginning, containing 2 acres, more or less.

(e) That part of the E½SW¼ of Section 33, in Township 38 North, Range 113 West of the 6th Principal Meridian, lying north and east of the U. S. Highway No. 187.

(f) That part of the S½NW¼ and NE¼SW¼ of Section 10, T. 37 N., R. 113 W., Sublette County, Wyoming described as follows: Beginning at a point on the northeasterly right-of-way line of State Highway 187-189, N. 23°12' E., 3286.4 feet from the southwest Corner of said Section 10 where is found a 2" galvanized steel pipe 30" long with brass cap inscribed "Paul N. Scherbel RLS 164 Big Piney, Wyoming T37N R113W S9/S10/S16/S15 1962"; thence North 54°10' E., 260.8 feet to a point; thence S. 34°10' E., 807.8 feet to a point; thence N. 88°32' W., 308.0 feet to a point on the said right-of-way line; thence N. 35°16' W., the base bearing of this survey, 620.9 feet along the said right-of-way line to the point of beginning; each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "Survey Point Do Not disturb RLS 164"; all in accordance with the map prepared and filed in the Office of the Clerk of Sublette County; encompassing an area of 4.184 acres more or less.

Together with and including all improvements situated thereon and the hereditaments and appurtenances thereunto belonging, and excepting therefrom all of that portion of the above-described property previously conveyed to Fidel

Nabor and spouse, and a small tract thereof which Leola Amrein has entered into contract to sell to her neighbor.

5. The Court reserves the right to approve a sale by Leola Amrein of a small tract of the above property consisting of less than 2 acres thereof, to her neighbor, to complete a contract for the sale of that property which has previously been entered into, upon receipt of the proper documents herein.

6. That Plaintiff indemnify and hold the Defendant harmless from the payment of all moneys due on the Wyoming Farm Loan Board mortgage on the above-described real property, the present principal of balance of which is approximately $87,517.25, which mortgage shall hereafter be the sole and separate obligation of the Plaintiff herein. Leola Amrein has joined in the execution of the said mortgage because of her interest in the above-described real property. The proceeds of the mortgage were used for improvements to the real property and for the operation of the ranch thereon by Plaintiff and Defendant.

7. That Plaintiff shall assume and be responsible for the joint debt of the parties to Leola Amrein for mortgage payments made by Leola Amrein on behalf of the parties hereto. Those total mortgage payments are in the amount of $50,726.37. Since the parties used approximately $31,666.67 of the Wyoming Farm Loan Board loan proceeds for improvements to the real property jointly owned with Leola Amrein, one-half (1/2) of that amount is deducted from the amount of the mortgage payments made by Leola Amrein. The total obligation of Plaintiff to Leola Amrein to reimburse her for mortgage payments made on behalf of the parties is in the amount of $34,893.04. Leola Amrein's payment of taxes and insurance premiums on the property is balanced out by payments of the parties and those debts are canceled out as joint debts of the parties herein. Defendant shall be responsible for any liability therefore and indemnify and hold the Plaintiff harmless from any and all debts of

the parties to Leola Amrein above $34,893.04 owed her for mortgage payments.

8. That Plaintiff shall be responsible for payment of U.S. Forest Service Special Use Permit Fees in the amount of $354.86.

9. That Plaintiff shall be responsible for and indemnify Defendant from the payment of the joint debts of the parties in the total amount of $12,700.00, which debts are owed as follows: $2,000.00 to Brown for hay; $5,000.00 to Murdock; $1,000.00 to Kinski; $1,000.00 to Wierdsma; $1,000.00 to Rea; $2,500.00 to Nickles; and $200.00 to MacIntosh.

10. That Plaintiff pay to Defendant herein the sum of $152,000.00, which is to be paid to Defendant without interest, upon the happening of the sooner of either of the following: (1) the sale by Plaintiff of her interest as tenant-in-common in the real property described above in this Decree, or (2) the passage of two years from the date of this Decree. The award of this cash settlement by Plaintiff to Defendant is in total settlement of all of the property rights of the parties and takes into consideration the following:

a. The extent of the real estate possessed jointly with Leola Amrein is approximately 522 acres. Plaintiff has valued this property at $2,000.00 per acre; Leola Amrein has valued this property at $2,500.00 per acre.

b. The Defendant has previously sold livestock jointly owned by the parties and the proceeds of said sales are in the amount of $5,550.00 and Plaintiff has received credit for one-half (1/2) of these proceeds.

c. Defendant values the remaining livestock at $35,240.00. Defendant has received credit in this Decree for one-half (1/2) of the value of the remaining livestock.

d. The farm machinery has been valued by Defendant in the amount of $14,900.00. Defendant has received credit in this Decree for one-half (1/2) of the value of the farm machinery.

e. Defendant has valued the bull semen as essentially worthless and Plaintiff has not received any credit for the value of the bull semen in this Decree.

f. Plaintiff has received credit in this Decree for assuming Defendant's one-half (1/2) share of the Wyoming Farm Loan Board mortgage, which one-half (1/2) share is in the amount of $43,758.63.

g. Plaintiff has received credit in this Decree for one-half (1/2) of the parties joint obligation to Leola Amrein, the amount of which is $17,446.52.

h. Plaintiff has received credit in this Decree for Defendant's share of the joint debts of the parties which Plaintiff has the obligation to pay, the value of which is $6,350.00.

i. Defendant is deemed by the Court to be a person from whom reasonable and timely child support payments could not be anticipated. The Court therefore has given Plaintiff credit in this Decree for a lump sum amount of child support determined to be in the amount of $58,800.00, which the Defendant would ordinarily have been ordered to pay to Plaintiff over the next 187 months computed as follows: on behalf of Eugenie Zoe Amrein for 93 months at the rate of $210.00 per month in the amount of $19,530.00; for Luke Xenophon Amrein for 187 months at the rate of $210.00 per month in the total amount of $39,270.00.

j. That Plaintiff has been given consideration in this Decree for alimony in the amount of $30,000.00 computed at the rate of $250.00 per month for 10 years in the total value of $30,000.00.

k. That Plaintiff is entitled to attorneys' fees and costs for her representation in this matter, including the divorce proceedings, and the contempt proceedings, and those attorneys' fees and costs have been taken into consideration in the award of property made herein.

11. That Defendant be and he is hereby enjoined from annoying, threatening, or harassing the Plaintiff, the minor

children of the parties, and Plaintiff's attorney, and the Defendant shall forthwith cease and desist from making veiled threats to Plaintiff's attorney.

12. That Defendant shall vacate himself from the ranch formerly occupied by the parties during their marriage and which is located on the real property described above in this Decree, and the Defendant shall so vacate himself within thirty (30) days from the date of this Decree. Prior to vacating the premises the Defendant shall commit no waste thereon and shall not cause any damage to the premises nor shall he remove from the premises any of the assets of the Plaintiff or any of the property awarded to her herein and the Defendant shall remove with him all property awarded him in this Decree, including but not limited to, the Ford truck, the bull semen, the cameras and photographic equipment, Defendant's personal effects, and the chicken plucker.

DATED the 18th day of January, 1989.

D. Terry Rogers
District Judge

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing was duly served by prepaid mail upon the following persons:

Robert W. Horn, Esq.
P.O. Box 4199
Jackson, WY 83001

Terrence Gregory Amrein
Amrein Ranch
Bondurant, WY

Mason Skiles, Esq.
502 South 4th
Laramie, WY 82070

Dated this 23 day of January, 1990.

By: Marilyn B. Mason
Clerk of Court

THE STATE OF WYOMING)
COUNTY OF SUBLETTE)
I, MARILYN B. MASON, CLERK OF THE NINTH JUDICIAL DISTRICT COURT IN AND FOR SAID COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THE FOREGOING IS A TRUE AND COMPLETE COPY.
SIGNED

TERMINATION OF AGREEMENT

WHEREFORE on 3/27/74, JOHN M. SULENTA and GRACE E. SULENTA, as Lessors, and SULENTA CONSTRUCTION COMPANY, INC., as Lessee did enter into a lease for certain real property; and,

WHEREAS, said lease concerned the following real property, to-wit:

Lots Nine (9) and Ten (10), Block Twenty (20), Hennick First Addition to the Town of Pinedale, Sublette County, Wyoming; and,

WHEREAS, said lease was recorded at Book 29 of Miscellaneous, Page 526 in the office of the County Clerk, Sublette County, Wyoming; and,

WHEREAS, SULENTA CONSTRUCTION COMPANY, INC. assigned said lease to Cheyenne Federal Savings and Loan Association by a document recorded at Book 29 of Miscellaneous, Page 529 in connection with a mortgage of said real property; and,

WHEREAS, said lease's initial term expired on 12/31/88; and,

WHEREAS, there were no extensions to said lease; and,

WHEREAS, Cheyenne Federal Savings and Loan Association's mortgage on the concerned real property has been paid in full and released; and,

WHEREAS, both of the above described documents continue to be of record in the chain of title of the concerned real property and it is now desired to place notice of their termination of record.

NOW THEREFORE THE UNDERSIGNED PARTIES DO HEREBY STIPULATE AND AGREE AS FOLLOWS:

1. That the lease of record at Book 29 of Miscellaneous, Page 526 in the office of the County Clerk, Sublette County, Wyoming concerning Lots 9 and 10, Block 20, Hennick First Addition to the Town of Pinedale, Sublette County Wyoming, terminated on 12/1/88 as set out in the terms of said lease.

2. That there were no renewals of said lease's initial terms.

3. That neither of the undersigned nor Cheyenne Federal Savings and Loan Association hold or own any interest in said property through the aforedescribed lease.

DATED this 15th day of March, 1990.

228211

RECORDED March 15 1990 4:15 P M
IN BOOK 57 Misc. PAGE 58
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

JOHN M. SULENTA

GRACE E. SULENTA

ATTEST:

SULENTA CONSTRUCTION COMPANY, INC., a Wyoming corporation:

SULENTA CONSTRUCTION COMPANY INC. PINEDALE WYOMING

SEAL

Grace E Sulenta
Secretary

BY:

ITS: Pres

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Termination Of Lease** was acknowledged before me by JOHN M. SULENTA and GRACE E. SULENTA this 15th day of March, 1990.

WITNESS my hand and official seal.

Susan J. Rodgers
County of
Sublette
My Commission expires
Notary Public
State of
Wyoming
Dec. 12, 1990

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Termination Of Lease** was acknowledged before me by SULENTA CONSTRUCTION COMPANY, INC., a Wyoming corporation, by John M. Sulenta, its (title) President and attested to and sealed by its Secretary, this 15th day of March, 1990.

WITNESS my hand and official seal.

Susan J. Rodgers
County of
Sublette
My Commission expires
Notary Public
State of
Wyoming
Dec. 12, 1990

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

60

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 9 day of March, 1990, between DAVID L. HAWKS and BEVERLY J. HAWKS, as Sellers, and NORMAN L. LILLEY, as Buyer. The Sellers did agree to sell and the Buyer did agree to buy a certain tract of real property located in Sublette County, Wyoming described as follows to-wit:

Township 37 North, Range 110 West of the 6th P.M., Sublette County, Wyoming:

Section 35: That part of the N½N½SE¼SW¼ and N½N½SW¼SE¼ lying west of State Highway 352; also known as Lot One (1), Black Butte Subdivision, Sublette County, Wyoming

TOGETHER WITH all improvements and appurtenances thereunto appertaining.

SUBJECT TO reservations and restricitions contained in the United States patents or of record, 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 STREETS OR ROADS.

Buyer's address for tax purposes is 1 La Paloma, Dana Point, CA 92629.

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

228215

DATED this 9 day of March, 1990.

RECORDED March 16 1990 9:30 A M
IN BOOK 57 Misc. PAGE 60
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Joan Riley

SELLERS:

David L Hawks
DAVID L. HAWKS

Beverly J Hawks
BEVERLY J. HAWKS

DATED this 1ST day of MARCH, 1990.

BUYER:

NORMAN L. LILLEY

STATE OF Nevada)
) ss.
COUNTY OF Clark)

The foregoing **Memorandum of Agreement** was acknowledged before me by DAVID L. HAWKS and BEVERLY J. HAWKS, this 9TH day of MARCH, 1990.

WITNESS my hand and official seal.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
GIOVANNIA CHAVEZ
My Appointment Expires Nov. 12, 1991

NOTARY PUBLIC

My Commission Expires: Nov. 12, 1991

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
GIOVANNIA CHAVEZ
My Appointment Expires Nov. 12

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

The foregoing **Memorandum of Agreement** was acknowledged before me by NORMAN L. LILLEY, this 1ST day of MARCH, 1990.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

OFFICIAL SEAL
MICHAEL MULLARD
Notary Public-California
ORANGE COUNTY
My Comm. Exp. June 29, 1993

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

AFFIDAVIT

John L. Crenshaw and Miriam G. Crenshaw, of lawful age, each being first duly sworn upon his or her oath, deposes and states:

1. Affiants executed several Oil and Gas Leases with Shell Oil Company, to lease the mineral rights to the property described on "Exhibit A," attached hereto. Specifically the Lease was for the purpose of exploring, mining and operating for oil and gas on said property.

2. During the term of the Lease, the Lessee, Shell Oil Company did not drill or produce any oil and gas on said proerty and the leases are now null and void.

Dated this 15th day of January, 1990.

228218

RECORDED March 16 19 90 10:20 A M
IN BOOK 57 Misc. PAGE 62
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

John L. Crenshaw

Miriam G. Crenshaw

Subscribed in my presence and sworn to before me this 15th day of January, 1990, by John L. Crenshaw and Miriam G. Crenshaw, husband and wife.

My commission expires:

PETER VAN KAMS NOTARY PUBLIC
STATE OF WYOMING COUNTY OF TETON
MY COMMISSION EXPIRES JUNE 14, 1993

Notary Public

That part of the N1/2SE1/4NW1/4 of Section 19, T38N, R113W, 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at a point on the North-South mid-section line of said Section 19 which is southerly, 1,559 feet from the north one-quarter corner of said Section 19; thence continuing southerly, 421 feet, more or less, along the said north-south mid-section line to the southeast corner of the said N1/2SE1/4NW1/4; thence westerly, 158 feet, more or less, along the south line of the said N1/2SE1/4NW1/4 to the southwesterly right-of-way line of Highway 187-189 of record in the Office of the Clerk of Sublette County in Book 1 of Deeds on Page 453; thence northerly and westerly 198 feet, more or less, along the said right-of-way line to a point which is S47°12'W, 422 feet, more or less, from the point of beginning; thence N47°12'E, 422 feet, more or less, to the point of beginning; and

Those parts of the SW1/4NE1/4, NW1/4SE1/4, NE1/4SE1/4 and N1/2SE1/4SE1/4 of Section 19, T38N, R113W, 6th P.M., Sublette County, Wyoming, lying northerly and easterly of the southwesterly line of Highway 187-189 as it is of record in the Office of the Clerk of Sublette County in Book 1 of Deeds on page 453 and in the records of the U. S. Bureau of Public Roads.

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, rights and rights-of-way of sight and/or record.

... 2nd day of June, 1990.

AGREEMENT

THIS AGREEMENT made and entered into, by and between SUBLETTE COUNTY, hereafter called the "County", and STUART THOMPSON and MARY THOMPSON, husband and wife, hereafter called "Owners", and ARTHUR KOLIS and ANGIE THEOS, hereafter called "Owners", wherein it is mutually understood and agreed as follows:

That the Owners are landowners in fee simple to certain lands described as follows:

Lots 1 and 3, Hecox Heaven Subdivision, and

That it is the desire of the parties hereto that the above described property be zoned according to Sublette County Zoning Regulations as RM; and that in the event either of the Owners sell the property subject matter of this agreement, that the County re-zone the property, at the date of such sale or as soon thereafter as it may be accomplished, to RR-10 according to such regulations.

NOW THEREFORE IT IS HEREBY COVENANTED AND AGREED that the present classification of the above described property be RM according to Sublette County Zoning Regulations, and that in the event of the sale of either of the above described properties by the present Owners, then and in that event the County shall, as soon as is practicable, re-zone the property to the RR-10 classification according to the Sublette County Zoning Regulations.

Uses allowed at present and which exist on the property at any time such property is re-zoned according to this agreement, shall be "grandfathered" so that such existing

228230

RECORDED March 16 19 90 12:45 P M
IN BOOK 57 Misc. PAGE 64
FEES $ N/C Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

uses and the structures allowed up to the time of re-zoning shall not be changed or altered by reason of the re-zoning.

DATED this 20th day of February, 1990.

SUBLETTE COUNTY:

By Louie Tomassi

STUART THOMPSON

MARY THOMPSON

ARTHUR KOLIS

ANGIE THEOS

State of Wyoming)
) ss
County of Sublette)

The foregoing instrument was acknowledged before me by Stuart Thompson, Mary Thompson, Arthur Kolis, Angie Theos, and Louie Tomassi this 20th day of February, 1990.

Witness my hand and official seal.

Sublette County Clerk

My Term Expires 1/7/91.

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 19 day of March, 19 90, between THOMAS L. LAMB and RAEMA L. LAMB, as Sellers, and ROBERT L. GUHL and BARBARA E. GUHL, as Buyers. The Sellers did agree to sell and the Buyers did agree to buy a certain tract of real property located in Sublette County, Wyoming described as follows to-wit:

Lot Twenty-Two (22), Big Country Ranches, Third Filing, 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, to easements and rights-of-way of record or in use and to prior mineral reservations of record.
SUBJECT TO all restrictions governing Big Country Ranches, Third Filing, as recorded 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 920 Lincoln Ave., Rock Springs, WY 82901.

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

DATED this 16th day of March, 19 90.

228269

RECORDED March 19 19 90 1:25 P M
IN BOOK 57 M.Sc. PAGE 66
FEES $ 6.00 Mary L. Lanford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Noreen Ely

SELLERS:

Thomas L Lamb
THOMAS L. LAMB

Raema L Lamb
RAEMA L. LAMB

DATED this 19 day of March, 19 90.

BUYERS:

Robert L Guhl
ROBERT L. GUHL

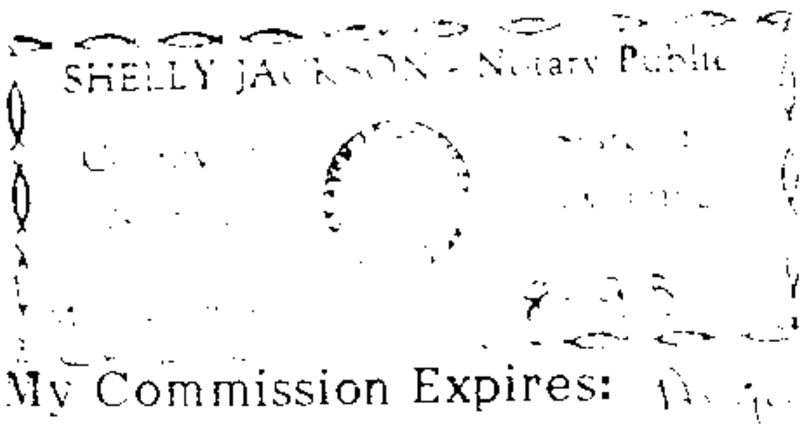
Barbara E. Guhl
BARBARA E. GUHL

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing **Memorandum of Agreement** was acknowledged before me by THOMAS L. LAMB and RAEMA L. LAMB, this 16th day of

March, 1990.

WITNESS my hand and official seal.



NOTARY PUBLIC

My Commission Expires: [illegible]

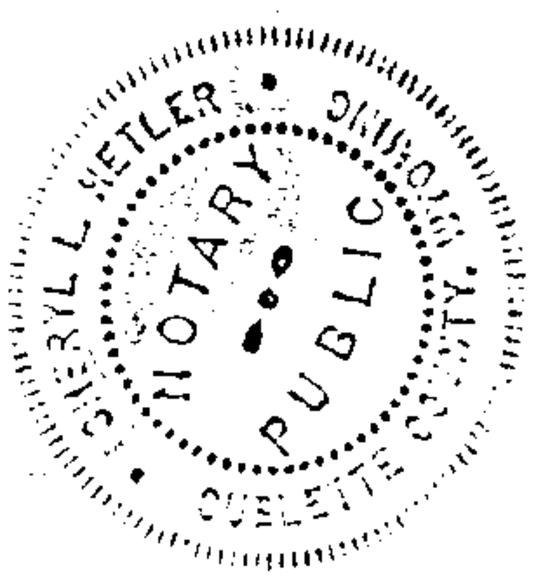
STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by ROBERT L. GUHL and BARBARA E. GUHL, this 19th day of March, 1990.

WITNESS my hand and official seal.

Sheryl L. Hetler
NOTARY PUBLIC

My Commission Expires: **SEPTEMBER 18, 1993**



AFFIDAVIT

228273

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

RECORDED March 19 1980 3:45 PM
IN BOOK 57 Misc. PAGE 68
FEES $3.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

EARL E. ALEXANDER 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 Pamphlet, and concerns the following described real estate and premises situate in the County of Sublette and State of Wyoming, to-wit:

> All of the south one-half of Lot 11 in Block Numbered 3 of the Hennick Second Addition to the Town of Pinedale, Sublette County, 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;

3-

That by warranty deed dated the 20th day of April, 1959, filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming, on the 7th day of May, 1959, and recorded in Book 10 of the Deed Records of said office at page 9, the above described real estate and premises were conveyed by FRANK L. KORFANTA and KATHERINE M. KORFANTA, husband and wife, and ALBERT F. KORFANTA and FRANCES K. KORFANTA, husband and wife, grantors, of the Town of Pinedale, County of Sublette, and State of Wyoming, unto EARL E. ALEXANDER and IRIS L. ALEXANDER, husband and wife, grantees, of the Town of Pinedale, County of Sublette, and State of Wyoming, and to the survivor thereof;

4-

That the grantees named in the aforesaid warranty deed, EARL E. ALEXANDER and IRIS L. ALEXANDER, were husband and wife at the time of said conveyance and the real estate so conveyed did vest in them, the said

EARL E. ALEXANDER and IRIS L. ALEXANDER, husband and wife, as tenants by the entirety;

5-

That the aforesaid IRIS L. ALEXANDER is deceased and that said IRIS L. ALEXANDER died on the 13th day of February, 1990, in the City of Rock Springs, County of Sweetwater, and State of Wyoming;

6-

That all interest of the aforesaid IRIS L. ALEXANDER 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 IRIS L. ALEXANDER 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 IRIS LORRAINE ALEXANDER certified by the public authority wherein such original death certificate is a matter of record and that said IRIS LORRAINE ALEXANDER who is named in said death certificate is one and the same person as IRIS L. ALEXANDER named in the aforesaid warranty deed as a grantee with EARL E. ALEXANDER, this affiant;

8-

That this affiant is one and the same person as EARL E. ALEXANDER, grantee with IRIS L. ALEXANDER in the aforementioned warranty deed.

Earl E. Alexander
EARL E. ALEXANDER

Subscribed and sworn to before me this 19th day of March, 1990.

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

70

27

STATE OF WYOMING
DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

TYPE OR PRINT IN PERMANENT INK — FOR INSTRUCTIONS SEE HANDBOOK

LOCAL FILE NUMBER 003B90

STATE FILE NUMBER

DECEDENT

1. DECEDENT NAME — First: Iris; Middle: Lorraine; Last: Alexander
2. SEX: Female
3. DATE OF DEATH (Mo., Day, Yr.): February 13, 19[illegible]
4. SOCIAL SECURITY NUMBER: 529-30-1750
5. AGE — Last Birthday (Years): 79
6. DATE OF BIRTH (Mo., Day, Yr.): March 17, 19[illegible]
7. PLACE OF DEATH (Check only one): HOSPITAL ☒ (Inpatient ☐ E.R./Outpatient ☐ D.O.A.) OTHER ☐ (Nursing Home ☐ Residence ☐ Other ☐)
8. FACILITY NAME (If not institution, give street and number): Memorial Hospital Of Sweetwater County
9. CITY, TOWN OR LOCATION OF DEATH: Rock Springs
10. COUNTY OF DEATH: Sweetwater
11. STATE OF BIRTH (If not in U.S.A., name country): Wisconsin
12. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): Married
13. SURVIVING SPOUSE (If wife, give maiden name): Earl Alexander
14. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no): No
15. USUAL OCCUPATION (Give kind of work done during most of working life even if retired): Housewife
16. KIND OF BUSINESS OR INDUSTRY: Home maker
17a. RESIDENCE STATE: Wyoming
17b. COUNTY: Sublette
17c. CITY, TOWN OR LOCATION: Pinedale
17d. STREET AND NUMBER: 338 N. Tyler
17e. INSIDE CITY LIMITS? (Specify yes or no): Yes
18. WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes - if yes, specify Cuban, Mexican, Puerto Rican, Etc.): No ☒ Yes ☐ (Specify)
19. RACE (American Indian, Black, White, Etc. - Specify): White
20. DECEDENT'S EDUCATION (Specify only highest grade completed) — Elementary/Secondary (0-12): 12; College (1-4 or 5+):

PARENTS

21. FATHER'S NAME — First: Joseph; Middle: Eugene; Last: Adney
22. MOTHER'S NAME — First: Lucretia; Middle: May; Maiden Surname: Drake

INFORMANT

23a. INFORMANT NAME (Type or Print): Fred Alexander
23b. RELATIONSHIP TO DECEDENT: Son
23c. MAILING ADDRESS — Street or R.F.D. Number: Box 313; City or Town: Pinedale; State: Wyoming; ZIPCode: 82941

DISPOSITION

24a. Burial, Cremation, Removal, from State, Other (Specify): Burial
24b. DATE (Mo., Day, Yr.): Feb. 17, 1990
24c. CEMETERY OR CREMATORY NAME: Pinedale Cemetery
24d. LOCATION — City or Town, State: Pinedale, Wyoming
25a. FUNERAL SERVICE LICENSEE or Person Acting As Such (Signature): Edwin C. Hudson — Number: 337
25b. NAME OF FACILITY: Hudson's Funeral Home — Number: 115
25c. ADDRESS OF FACILITY: 165 N. Bridger, Pinedale

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

26a. To the best of my knowledge death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title): Michael H. Werner M.D.
26b. DATE SIGNED (Mo., Day, Yr.): Feb 15 1990
26c. HOUR OF DEATH: 6:15 A. M
26d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print):

To be Completed by CORONER Only

27a. 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):
27b. DATE SIGNED (Mo., Day, Yr.):
27c. HOUR OF DEATH: M
27d. PRONOUNCED DEAD (Mo., Day, Yr.):
27e. PRONOUNCED DEAD, Hour: M

28. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): Dr. Michel H. Werner 1204 Hilltop Dr, Rocksprings, Wyo. 82901

29a. REGISTRAR (Signature): Elmer C. Mahle
29b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): February 26, 1990

CAUSE OF DEATH

PART I. Enter the diseases, injuries, or complications that caused death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.

30. IMMEDIATE CAUSE (Final disease or condition resulting in death):
a. Hepatic Failure.
DUE TO (OR AS A CONSEQUENCE OF):
b. Metastatic Colon Carcinoma
DUE TO (OR AS A CONSEQUENCE OF):
c. Obstructing Recto Sigmoid Colon Carcinoma
DUE TO (OR AS A CONSEQUENCE OF):
d.

Approximate Interval Between Onset and Death: 2 Months

Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST.

PART II. OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not related to cause given in PART I.

31. AUTOPSY (Specify yes or no): No
32. WAS CASE REFERRED TO CORONER (Specify yes or no): No

33. MANNER OF DEATH: ☒ Natural ☐ Accident ☐ Pending Investigation ☐ Could not be Determined
34a. DATE OF INJURY (Month, Day, Year):
34b. TIME OF INJURY: M
34c. INJURY AT WORK? (Specify yes or no):
34d. DESCRIBE HOW INJURY OCCURRED:
34e. PLACE OF INJURY (At home, farm, street, factory, office building, etc.) (Specify):
34f. LOCATION (Street and Number or Rural Route Number, City or Town, State):

MAR 9 1990

VR 2-89
1/90 15M

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 March 9, 1990

Lucinda M Coffey
Deputy State Registrar

AFFIDAVIT

228274

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

RECORDED March 19 1990 3.45 P M
IN BOOK 57 Misc. PAGE 71
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

EARL E. ALEXANDER 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 Pamphlet, and concerns the following described real estate and premises situate in the County of Sublette and State of Wyoming, to-wit:

Lot 12 in Block Numbered 3 of the Hennick Second Addition to the Town of Pinedale, Sublette County, 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;

3-

That by warranty deed dated the 18th day of November, 1959, filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming, on the 18th day of November, 1959, and recorded in Book 10 of the Deed Records of said office at page 127, the above described real estate and premises were conveyed by FRANK L. KORFANTA and KATHERINE M. KORFANTA, husband and wife, and ALBERT F. KORFANTA and FRANCES K. KORFANTA, husband and wife, grantors, of the Town of Pinedale, County of Sublette, and State of Wyoming, unto EARL E. ALEXANDER and IRIS L. ALEXANDER, husband and wife, grantees, of the Town of Pinedale, County of Sublette, and State of Wyoming, as tenants of an estate by the entireties;

4-

That the grantees named in the aforesaid warranty deed, EARL E. ALEXANDER and IRIS L. ALEXANDER, were husband and wife at the time of

said conveyance and the real estate so conveyed did vest in them, the said EARL E. ALEXANDER and IRIS L. ALEXANDER, husband and wife, as tenants by the entirety;

5-

That the aforesaid IRIS L. ALEXANDER is deceased and that said IRIS L. ALEXANDER died on the 13th day of February, 1990, in the City of Rock Springs, County of Sweetwater, and State of Wyoming;

6-

That all interest of the aforesaid IRIS L. ALEXANDER 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 IRIS L. ALEXANDER 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 IRIS LORRAINE ALEXANDER certified by the public authority wherein such original death certificate is a matter of record and that said IRIS LORRAINE ALEXANDER who is named in said death certificate is one and the same person as IRIS L. ALEXANDER named in the aforesaid warranty deed as a grantee with EARL E. ALEXANDER, this affiant;

8-

That this affiant is one and the same person as EARL E. ALEXANDER, grantee with IRIS L. ALEXANDER in the aforementioned warranty deed.

Earl E. Alexander
EARL E. ALEXANDER

Subscribed and sworn to before me this 19th day of March, 1990.

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

[redacted] [redacted] [redacted]

SEVENTH RENEWAL, EXTENSION AND MODIFICATION AGREEMENT

This Seventh Renewal, Extension and Modification Agreement (this "Agreement") dated as of December 26, 1989 among HOWELL PETROLEUM CORPORATION (the "Company"), a Delaware corporation whose address for all purposes is 1010 Lamar Street, Houston, Texas 77002; HOWELL CORPORATION ("Howell"), a Delaware corporation whose address for all purposes is 1010 Lamar Street, Houston, Texas 77002, and TEXAS COMMERCE BANK NATIONAL ASSOCIATION (the "Bank"), a national banking association whose address for all purposes is 712 Main Street, Houston, Texas 77002;

W I T N E S S E T H:

WHEREAS, the Company and the Bank executed that certain Loan Agreement dated as of April 3, 1984, as heretofore amended and supplemented from time to time (the "Loan Agreement");

WHEREAS, in accordance with the Loan Agreement, the Company executed and delivered to the Bank the Revolving Note dated April 3, 1984, in the maximum principal amount of $100,000,000, bearing interest at the rate therein stated and maturing on the Termination Date or such earlier date specified by the Bank pursuant to Section 9.1 of the Loan Agreement;

WHEREAS, the Company and the Bank have previously extended the maturity of the Revolving Note to July 1, 1990 or such earlier date specified by the Bank pursuant to Section 9.1 of the Loan Agreement;

WHEREAS, the Bank is entitled to the benefits of the Loan Agreement and the security provided for therein, including, without limitation, any and all liens evidenced by the Security Documents, including, without limitation, those set forth in Annex I attached hereto and made a part hereof for all purposes, that have not been previously released by the Bank (the "Security Instruments"). With respect to those jurisdictions requiring specific property descriptions, Exhibit A, attached hereto and made a part hereof for all purposes, contains real property descriptions of the lands described in the Security Instruments referenced in Annex I;

WHEREAS, Howell executed and delivered to the Bank that certain Guaranty of even date with the Loan Agreement, guaranteeing all of the indebtedness of the Company under the Loan Agreement;

WHEREAS, the Company and the Bank desire to (a) state the current Borrowing Base; (b) extend the maturity of the Revolving Note to January 1, 1991; (c) revise certain financial covenants contained in the Loan Agreement; (d) decrease the frequency of the Borrowing Base determinations; (e) eliminate the mechanism reducing the maximum principal amount of the Revolving Note which may be outstanding at any time by the aggregate face amount of all then-outstanding letters of credit which the Bank may have issued for the account of the Company or any of its Affiliates, and (f) amend the Loan Agreement in certain other respects;

WHEREAS, Howell desires to (a) consent to such actions by the Company; (b) confirm that the Guaranty continues to guarantee all of the indebtedness of the Company under the Loan Agreement and the Revolving Note as so amended, modified and extended, and (c) acknowledge that the Bank would not execute this Agreement but for such consent and confirmation; and

WHEREAS, the Company, Howell and the Bank desire to ratify the Liens securing the Revolving Note (the "Revolver Liens") and the Security Instruments and confirm that the Revolver Liens continue to secure the Revolving Note, as extended hereby;

228275

Return to
Jackie H. Turk
Liddell, Sapp, Zivley, Hill & LaBoon
Texas Commerce Tower
Houston, Texas 77002

RECORDED March 19 19 90 4:35 P M
IN BOOK 57 Misc. PAGE 74
FEES $ 43.50 Mary L. Lankford COUNTY CLERK
[redacted]TTE COUNTY, PINEDALE, WYOMI[redacted]

27

STATE OF WYOMING
DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

TYPE OR PRINT IN PERMANENT INK
FOR INSTRUCTIONS SEE HANDBOOK

LOCAL FILE NUMBER 003B90 — STATE FILE NUMBER

DECEDENT

1. DECEDENT NAME: First	Middle	Last	2. SEX	3. DATE OF DEATH (Mo. Day. Yr.)
Iris	Lorraine	Alexander	Female	February 13, 1990

4. SOCIAL SECURITY NUMBER	5a. AGE-Last Birthday (Years)	5b. UNDER 1 YEAR: Months	Days	5c. UNDER 1 DAY: Hours	Minutes	6. DATE OF BIRTH (Mo. Day. Yr.)
529-30-1750	79					March 17, 1910

7a. PLACE OF DEATH (Check only one)
HOSPITAL: ☒ Inpatient ☐ ER/Outpatient ☐ DOA — OTHER: ☐ Nursing Home ☐ Residence ☐ Other (Specify)

7b. FACILITY NAME (If not institution, give street and number)	7c. CITY, TOWN, OR LOCATION OF DEATH	7d. COUNTY OF DEATH
Memorial Hospital Of Sweetwater County	Rock Springs	Sweetwater

8. STATE OF BIRTH (If not in U.S.A. name country)	9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify)	10. SURVIVING SPOUSE (If wife, give maiden name)
Wisconsin	Married	Earl Alexander

11. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no)	12a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)	12b. KIND OF BUSINESS OR INDUSTRY
No	Housewife	Home maker

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Sublette	Pinedale	338 N. Tyler

13e. INSIDE CITY LIMITS? (Specify yes or no)	14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes-if yes specify Cuban, Mexican, Puerto Rican, Etc.)	15. RACE-American Indian, Black, White, Etc (Specify)	16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12)	College (1-4 or 5+)
Yes	No ☒ Yes ☐ (Specify)	White	12	

PARENTS

17. FATHER'S NAME: First	Middle	Last	18. MOTHER'S NAME: First	Middle	Maiden Surname
Joseph	Eugene	Adney	Lucretia	May	Drake

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Fred Alexander	Son

19c. MAILING ADDRESS: STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIPCODE
Box 313	Pinedale	Wyoming	82941

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY-NAME	20d. LOCATION: CITY OR TOWN	STATE
Burial	Feb. 17, 1990	Pinedale Cemetery	Pinedale,	Wyoming

21a. FUNERAL SERVICE LICENSEE or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
Edwin J. Hudson	337	Hudson's Funeral Home	115	165 N. Bridger, Pinedale

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

22a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) ▶ Michael H. Werner M.D.

22b. DATE SIGNED (Mo., Day, Yr.): Feb 15 1990

22c. HOUR OF DEATH: 6:35 A. M

22d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)

To be Completed by CORONER Only

23a. 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) ▶

23b. DATE SIGNED (Mo., Day, Yr.)

23c. HOUR OF DEATH M

23d. PRONOUNCED DEAD (Mo., Day, Yr.)

23e. PRONOUNCED DEAD (Hour) M

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print)
Dr. Michel H. Werner 1204 Hilltop Dr, Rocksprings, Wyo. 82901

25a. REGISTRAR (Signature) ▶ Elmira C. Mehle

25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): February 26, 1990

CAUSE OF DEATH

PART I. Enter the diseases, injuries, or complications that caused death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.

26

		Approximate Interval Between Onset and Death
IMMEDIATE CAUSE (Final disease or condition resulting in death) ▶ a.	Hepatic Failure	2 Months
DUE TO (OR AS A CONSEQUENCE OF): b.	Metastatic Colon Carcinoma	
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST — DUE TO (OR AS A CONSEQUENCE OF): c.	Obstructing Recto Sigmoid Colon Carcinoma	
d.		

PART II. OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not related to cause given in PART I

27. AUTOPSY (Specify yes or no)	28. WAS CASE REFERRED TO CORONER (Specify yes or no)
No	No

29. MANNER OF DEATH	30a. DATE OF INJURY (Month, Day, Year)	30b. TIME OF INJURY	30c. INJURY AT WORK? (Specify yes or no)	30d. DESCRIBE HOW INJURY OCCURRED
☒ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Could not be Determined		M		

30e. PLACE OF INJURY At home, farm, street, factory, office building, etc. (Specify)	30f. LOCATION (Street and Number or Rural Route Number, City or Town, State)

MAR 9 1990

VR-2-89
1/88 15M

VITAL RECORDS SERVICES WYO 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 March 9, 1990

Lucinda M'Coffrey
Deputy State Registrar

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth, the Company, Howell and the Bank hereby agree as follows:

1. The advanced and unpaid principal balance of the Revolving Note as of the date hereof is TWENTY-ONE MILLION FIVE HUNDRED THOUSAND DOLLARS ($21,500,000.00).

2. Effective from the date hereof to the next Determination Date, the amount of the Borrowing Base shall be Twenty-Eight Million Dollars ($28,000,000.00).

3. The unpaid principal balance of the Revolving Note, together with all accrued and unpaid interest thereon then unpaid, shall be due and payable on the Termination Date, as the term is defined in the Loan Agreement, as hereby amended.

4. The following definitions contained in Section 1.1 of the Loan Agreement shall be amended to read in their entirety as follows:

> Borrowing Base shall mean at any time the lesser of (a) $100,000,000; or (b) an amount not exceeding the sum of the loan value (as determined by the Bank in its sole discretion and less such amounts as the Bank may deem appropriate with respect to letters of credit which the Bank has issued and which the Bank may issue (provided that the Bank shall never have any obligation to issue such a letter of credit) for the accounts of the Company and its Affiliates) of
>
> (1) the Company's interests in proved, producing oil and gas reserves attributable to the Oil and Gas Properties; plus
>
> (2) the Company's interests in proved, developed non-producing oil and gas reserves attributable to the Oil and Gas Properties; plus
>
> (3) the Company's interests in proved, undeveloped oil and gas reserves attributable to the Oil and Gas Properties; plus
>
> (4) the refinery, pipeline, coal reserves and other assets owned by Howell and its Subsidiaries.
>
> Termination Date shall mean the earlier of (a) the date specified by the Bank pursuant to Section 9.1 hereof or (b) January 1, 1991.

5. The first sentence of Section 2.1 of the Loan Agreement shall be amended to read in its entirety as follows:

> Subject to the terms and conditions contained herein, the Bank agrees to make Revolving Loans to the Company from time to time on any Business Day before the Termination Date in such amounts as the Company may request from time to time in accordance with the provisions of Section 6.1 hereof, but not to exceed at any one time outstanding the the lesser of (a) One Hundred Million Dollars ($100,000,000) or (b) the Committed Borrowing Base.

6. Section 4.3(b) of the Loan Agreement shall be amended to read in its entirety as follows:

> (b) Within one hundred eighty (180) days after the date hereof or sixty (60) days after the delivery to the Bank of the first of the Engineering Reports hereinafter referred to, whichever last occurs, and after the consideration by the Bank of the information delivered by or on behalf of the Company to the Bank with respect

to the production realized from the Oil and Gas Properties and the Net Proceeds of Production, and other information available to the Bank at such time, the Bank shall determine the Borrowing Base and shall notify the Company of the Borrowing Base. On or before March 31 and September 30 of each year during the term hereof, the Company will furnish to the Bank an Engineering Report prepared by an independent consulting petroleum engineering firm and the Company, respectively, evaluating the Oil and as Properties as of the preceding December 31 and June 30, respectively. Promptly upon receipt of each such Engineering Report, the Bank will make or cause to be made by petroleum engineers and appraisers of the Bank's selection (who may be employees of the Bank) an examination of such report at the Bank's expense. Upon consideration by the Bank of each Engineering Report and other information obtained by the Bank in connection therewith, the Bank shall promptly make a determination of the Borrowing Base and shall notify the Company in writing accordingly of the amount of the Borrowing Base. The date of each such written notification by the Bank is herein called a "Determination Date" and any increase or reduction in the Borrowing Base shall be effective as of such date. The Bank shall make its determination of the Borrowing Base as a matter of its own judgment, based upon the most recent Engineering Report and other information available to the Bank. Such determination shall be made by the Bank in the exercise of its sole discretion according to its customary practices and standards applicable to oil and gas loans. No value shall be given to any properties for which engineering and title data satisfactory to the Bank have not been provided.

7. Section 4.3(d) of the Loan Agreement is hereby amended to read in its entirety as follows:

(d) Should the unpaid principal balance of any Note at any time be greater than the Committed Borrowing Base in effect at such time, the Bank may notify the Company in writing of the deficiency. Within ten days from and after the giving of any such notice, the Company shall:

(1) Do both of the following: (A) execute and deliver, or cause to be executed and delivered, to the Bank one or more Security Documents, in Proper Form, pledging to the Bank as security for all Indebtedness hereunder all of the assets of the Company and (B) pay to the Bank on the last Business Day of each May, August, November and February thereafter an amount equal to 90% of the Net Proceeds of Production from the Oil and Gas Properties for the three-month period ending the immediately preceding April 30, July 31, October 31 and January 31, respectively; or

(2) Make a prepayment upon the Note in the amount sufficient to reduce the aggregate unpaid principal balance of the Note to an amount equal to or less than the Committed Borrowing Base.

8. Section 7.3 of the Loan Agreement shall be amended to read in its entirety as follows:

7.3. Current Ratio. The Company and its Subsidiaries will maintain a Current Ratio of not less than 1.00 to 1 at all times.

9. There is hereby added to the Loan Agreement a new Section 9.4, which shall read in its entirety as follows:

> 9.4 Termination Date. Not later than the Termination Date, the Company shall secure all obligations of the Company and its Affiliates with respect to letters of credit issued by the Bank for the account of the Company and its Affiliates, as the case may be, by a first priority Lien on cash, demand deposits and time deposits with financial institutions reasonably acceptable to the Bank and direct obligations of the United States in an aggregate amount equal to the aggregate face amount of all of such letters of credit then outstanding. In connection therewith, the Company shall deliver to the Bank, on or prior to the scheduled Termination Date or, if the Termination Date arrives by operation of Section 9.1(y) hereof, within five Business Days thereafter, agreements, certificates, instruments, consents notices and such documents as the Bank may reasonably request to create and perfect such a lien, all in Proper Form.

10. Howell (a) consents to the execution and delivery of this Agreement by the Company; (b) confirms that the Guaranty continues to guarantee all of the indebtedness of the Company under the Loan Agreement and the Revolving Note as amended, modified and extended by this Agreement, and (c) acknowledges that the Bank would not execute this Agreement but for such consent and confirmation.

11. The Revolver Liens and the Security Instruments, to the extent not previously released, are hereby ratified and confirmed as continuing to secure the payment of the Revolving Note, as hereby modified. Nothing herein shall in any manner diminish, impair or extinguish the Revolving Note or the Revolver Liens securing same and the Revolver Liens are not waived. This Agreement (a) shall bind and benefit the Company, Howell and the Bank and their respective receivers, trustees, successors and assigns; (b) shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America; (c) may be executed in several counterparts, and by the parties hereto on separate counterparts, certain of which may include only those property descriptions applicable to a particular jurisdiction, and each counterpart, when executed and delivered, shall constitute an original agreement enforceable against all who signed it without production or of accounting for any other counterpart, and all separate counterparts shall constitute the same agreement, and (d) embodies the entire agreement and understanding between the parties with respect to modification of instruments herein provided for and supersedes all prior conflicting or inconsistent agreements, consents and understandings relating to such subject matter.

EXECUTED as of the date first above written.

HOWELL PETROLEUM CORPORATION,
a Delaware corporation

By: _____
Michael R. Drake
President

ATTEST:

_____
Paul W. Funkhouser
Secretary

(CORPORATE SEAL)

HOWELL CORPORATION,
a Delaware corporation

By: _____
Paul W. Funkhouser
President

ATTEST:

_____
Allyn R. Skelton, II
Secretary

(CORPORATE SEAL)

TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association

By: _____
Name: Tommy L. Watts
Title: Vice President

Annex I - Recording Schedule

Exhibit A - Property Descriptions

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on March ____, 1990 by Michael R. Drake, President of Howell Petroleum Corporation, a Delaware corporation, on behalf of said corporation.

NOTARY STAMP BELOW:

Ann F Hudson
Notary Public in and for
the State of T E X A S

ANN F HUDSON
Notary Public, State of Texas
My Commission Expires September 27, 1992

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on March 7, 1990 by Paul W. Funkhouser, President of Howell Corporation, a Delaware corporation, on behalf of said corporation.

NOTARY STAMP BELOW:

Ann F Hudson
Notary Public in and for
the State of T E X A S

ANN F HUDSON
Notary Public, State of Texas
My Commission Expires September 27, 1992

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on March 7, 1990 by Tommy K. Watt, Vice President of Texas Commerce Bank National Association, a national banking association, on behalf of said association.

NOTARY STAMP BELOW:

Notary Public in and for
the State of T E X A S

RECORDING SCHEDULE

1. Deed of Trust, Mortgage, Assignment of Production, Security Agreement and Financing Statement dated as of August 29, 1988 from Howell Petroleum Corporation (the "Company") to Gary K. Wright, Trustee (the "Trustee") for the benefit of Texas Commerce Bank National Association, and Texas Commerce Bank National Association (the "Bank"), and recorded as follows:

Jurisdiction	Date	Recording Data
Choctaw County, Alabama	10/21/88	Book 268, Page 442
Fayette County, Alabama	10/19/88	Volume 278, Page 53
Brazos County, Texas	10/11/88	Volume 1079, Page 49, File #416015
Lee County, Texas	10/12/88	Volume 599, Page 232, Real Property Records, Reception Record #4121
Wharton County, Texas	10/11/88	Volume 347, Page 719, Deed of Trust Records, File #101726
Campbell County, Wyoming	10/12/88	Book 1029, Page 516, Photos, File # 619563
Johnson County, Wyoming	10/12/88	Book 240, Page 647
Natrona County, Wyoming	10/12/88	Instrument #451827
Sublette County, Wyoming	10/12/88	Book 49, Page 643, Mortgage Records, File #222249
Wyoming State Land and Farm Loan Office	10/25/88	Lease File #66-5165 Lease File #63-8350BB Lease File #63-13559 Lease File #63-6076

2. Deed of Trust, Mortgage and Security Agreement dated as of October 10, 1988 from Howell Corporation to the Trustee and the Bank, and recorded as follows:

Jurisdiction	Date	Recording Data
Harris County, Texas	10/10/88	Film Code #130-61-1991 Official Public Records #L884796

[redacted] [redacted] [redacted]

3. Deed of Trust, Mortgage, Assignment of Production, Security Agreement and Financing Statement dated as of November 11, 1989 from the Company to the Trustee and the Bank, and recorded as follows:

Jurisdiction	Date	Recording Data
Choctaw County, Alabama	_____	_____
Fayette County, Alabama	_____	_____
Lamar County, Alabama	_____	_____
Pickens County, Alabama	_____	_____
Gregg County, Texas	1/29/90	Volume 2102, Page 369, Deed of Trust Records; File No. 001472
Matagorda County, Texas	1/29/90	Volume 246, Page 265, Official Records, File No. 534
Shackelford County, Texas	1/29/90	Volume 391, Page 378, Official Public Records; File No. 900167
Yoakum County, Texas	1/29/90	Volume 58, Page 521, Official Public Records; File No. 178385
Clarke County, Mississippi	1/29/90	Deed of Trust Book 151, Page 273
Pittsburgh County, Oklahoma	1/31/90	Book 710, Page 67, File # 001515

(Sublette, Wy.)
USA-W52811, W11603, W26615, W2120, W9578, W2121, W0320843, W20038, W17208, W20039
WY. STATE-66-5165

PROSPECT : LABARGE/FOGARTY CREEK
SUBLETTE COUNTY, WYOMING

LESSOR	LESSEE	DATE	RECORDING BOOK	RECORDING PAGE	DESCRIPTION
USA W-52811	ZAREPHA DOBBINS	12/1/75			T28N-R114W, 6TH P.M. SEC. 22: NW/4 BELOW 9,630 FEET
USA W-26615	M. R. DIGGS, JR.	12/1/70			T28N-R114W, 6TH P.M. SEC. 5: SW/4 SE/4 BELOW 8,838 FEET
USA W-9578	JOHN P. ELLBOGEN	12/1/67			T28N-R114W, 6TH P.M. SEC. 3: LOTS 7,8,9,10,15,16,17,18 SEC. 4: LOTS 5,6,7,8,9,10,11,12,13, 14,15,16,17,18,19,20 SEC. 5: LOTS 5,6,13,20, S/2NE/4, NW/4 SE/4 SEC. 9: N/2 SEC. 10: NW/4 BELOW 8,838 FEET
USA W-032 843	C. B. WOODMAN, JR.	12/1/65			T29N-R114W, 6TH P.M. SEC. 33: LOTS 1,2,3,4, NE/4, E/2NW/4, SW/4NW/4, N/2S/2 BELOW 9,630 FEET
*USA W-17208	EDNA M. JONES	3/1/69			T28N-R114W, 6TH P.M. SEC. 32: LOTS 16,17,18,19,20 ALL DEPTHS
*WYOMING STATE LEASE 66-5165	ETTA MANDEL	3/2/66			T28N-R114W, 6TH P.M. SEC. 16: SE/4, SW/4 ALL DEPTHS

LESSOR	LESSEE	DATE	RECORDING BOOK PAGE	DESCRIPTION
*USA W-11603	J. E. JOUJON-ROCHE	4/1/68		T28N-R114W, 6TH P.M. SEC. 21: E/2 ALL DEPTHS
*USA W-2120	PHILADELPHIA OIL COMPANY OF CALIFORNIA	11/1/66		T28N-R114W, 6TH P.M. SEC. 15: W/2 SEC. 22: SW/4 ALL DEPTHS
*USA W-2121	BELCO PETROLEUM CORPORATION	11/1/66		T28N-R114W, 6TH P.M. SEC. 28: SW/4NE/4 ALL DEPTHS
*USA W-20038		3/1/69		T28N-R114W, 6TH P.M. SEC. 28: E/2NE/4, NW/4NE/4, NW/4SE/4 ALL DEPTHS
*USA W-20039		3/1/69		T28N-R114W, 6TH P.M. SEC. 33: SW/4NE/4 ALL DEPTHS

Howell Petroleum Corporation owns an overriding royalty interest only in these leases.

Subject to Unit Agreement and Unit Operating Agreement dated April 2, 1975 covering the Fogarty Creek Unit Area, including any and all rights of Howell Petroleum Corporation to interests in the Fogarty Creek Unit Area derived through the Unit Agreement and Unit Operating Agreement.

UNIT WORKING INTEREST: .0480637

UNIT NET REVENUE INTEREST: .0403947

EXHIBIT A

83

FOGARTY CREEK UNIT AGREEMENT
DATED APRIL 2, 1975

TOWNSHIPS 27, 28 and 29 NORTH, RANGES 114 and 115 WEST, 6th P.M.
SUBLETTE COUNTY, WYOMING

Tract	Description of Land	Number of Acres	Serial No. & Expiration Date of Lease
	FEDERAL LANDS		
1	T28N-R114W, 6th P.M. Sec. 33: S/2SW/4	80.00	W-05689 HBP
2	T27N-R114W, 6th P.M. Sec. 5: Lots 5 & 6	53.29	W-05691 HBP
3	T28N-R114W, 6th P.M. Sec. 28: SW/4, W/2NW/4	240.00	W-0317227 HBP
4	T28N-R114W, 6th P.M. Sec. 33: NW/4, N/2SW/4	240.00	W-0317227-A HBP

EXHIBIT A

Tract	Description of Land	Number of Acres	Serial No. & Expiration Date of Lease
5	T.28N-R114W, 6th P.M. Sec. 28: E/2NW/4 Sec. 32: Lots 11,12,13, 14,15	259.37	W-0317228 HBP
6	T28N-R114W, 6th P.M. Sec. 29: Lots 1,2,9,10, 11,12,19,20 Sec. 32: Lots 1,2,3,4,5, 6,7,8,9,10	676.33	W-0317229 HBP
7	T27N-R114W, 6th P.M. Sec. 5: Lots 7,8,9,10, 11,12	165.36	W 0318990 HBP
8	T28N-R114W, 6th P.M. Sec. 20: All Sec. 29: Lots 3,4,5,6, 7,8,13,14,15	1,008.39	W-0320213 HBP

EXHIBIT A

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Tract	Description of Land	Number of Acres	Serial No. Expiration Date of Lea
9	T.28N-R114W, 6th P.M. Sec. 29: Lots 16,17,18	1,855.28	W-0322610 HBP
	T.28N-R115W, 6th P.M. Sec. 24: All Sec. 25: All Sec. 36: N/2, N/2S/2		
10	T.28N-R114W, 6th P.M. Sec. 28: SW/4NE/4	40.00	W-2121 HBP

Tract	Description of Land	Number of Acres	Serial No. Expiration Date of Lea
10 contd			
11	T.28N-R114W, 6th P.M. Sec. 33: SE/4 Sec. 34: N/2N/2, SW/4NW/4	360.00	W-96756 HBP
12	T28N-R114W, 6th P.M. Sec. 28: SW/4SE/4	40.00	W-15753 HBP
13	T28N-R114W, 6th P.M. Sec. 32: Lots 16,17,18, 19,20	180.42	W-17208 HBP
14	T.28N-R114W, 6th P.M. Sec. 33: NW/4NE/4	40.00	W-20034 HBP
15	T.28N-R114W, 6th P.M. Sec. 28: E/2NE/4, NW/4NE/4, NW/4SE/4	160.00	W-20038 HBP

EXHIBIT A

Tract	Description of Land	Number of Acres	Serial No. & Expiration Date of Lease
16	T28N-R114W, 6th P.M. Sec. 33: SW/4NE/4	40.00	W-20039 HBP
17	T28N-R114W, 6th P.M. Sec. 33: E/2NE/4	80.00	W-31574 HBP
18	T28N-R115W, 6th P.M. Sec. 36: Lots 1,2,3,4	165.60	W-30477 HBP
19	T28N-R114W, 6th P.M. Sec. 28: E/2SE/4	80.00	W-103016 (KGS)
20	T28N-R114W, 6th P.M. Sec. 5: Lots 9,10,14, 15,16,17,18,19 Sec. 8: Lots 2 thru 20 Sec. 21: W/2SW/4, SE/4SW/4	1,022.24	W-0311662 HBP
21	T29N-R114W, 6th P.M. Sec. 34: Lots 1,2,3,4, N/2, N/2S/2 (All) Sec. 35: Lots 1,2,3,4, N/2, N/2S/2 (All)	1,302.04	W-0320214 HBP

EXHIBIT A

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Tract	Description of Land	Number of Acres	Serial No. & Expiration Date of Lease
22	T29N-R114W, 6th P.M. Sec. 33: Lots 1,2,3,4 (S/2S/2), NE/4, E/2NW/4, SW/4NW/4, N/2S/2	619.07	W-0320843 HBP
23	T29N-R114W, 6th P.M. Sec. 33: NW/4NW/4	40.00	W-032084 HBP
24	T28N-R115W, 6th P.M. Sec. 1: Lots 5,6,7,8 (N/2), S/2, (All) Sec. 12: E/2 Sec. 13: E/2, SW/4	1,252.80	W-0322083 HBP
25	T28N-R114W, 6th P.M. Sec. 27: SE/4	160.00	W-96755 HBP
26	T28N-R114W, 6th P.M. Sec. 15: NW/4, SW/4 Sec. 22: SW/4	480.00	W-2120 HBP
27	T28N-R114W, 6th P.M. Sec. 5: Lot 11	40.00	W-6317
28	T28N-R114W, 6th P.M. Sec. 3: Lots 7,8,9,10, 15,16,17,18 Sec. 4: Lots 5,6,7,8, 9,10,11,12, 13,14,15,16, 17,18,19,20 Sec. 5: Lots 5,6,13,20, S/2NE/4, NW/4SE/4 Sec. 9: N/2 Sec. 10: NW/4	1,660.69	W-9578 HBP

EXHIBIT A

Tract	Description of Land	Number of Acres	Serial No. & Expiration Date of Lease
29	T28N-R114W, 6th P.M. Sec. 21: NE/4, SE/4	320.00	W-11603
30	T28N-R114W, 6th P.M. Sec. 5: SW/4SE/4	40.00	W-26615 HBP
31	T28N-R115W, 6th P.M. Sec. 12: SW/4 Sec. 13: NW/4	320.00	W-36055 HBU
32	T28N-R114W, 6th P.M. Sec 27: SW/4	160.00	W-36591 HBP
33	T28N-R114W, 6th P.M. Sec. 9: S/2 Sec. 10: SW/4	480.00	W-38076 HBU
34	T28N-R114W, 6th P.M. Sec. 5: Lots 7,8,12 Sec. 21: N/2NW/4, SE/4NW/4, NE/4SW/4	266.65	W-42791 HBU

EXHIBIT A

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Tract	Description of Land	Number of Acres	Serial No. & Expiration Date of Lease
35	T28N-R114W, 6th P.M. Sec. 8: Lot 1 (NE/4NE/4)	39.97	W-43217 HBU
36	T28N-R114W, 6th P.M. Sec. 21: SW/4NW/4	40.00	W-44806 HBU
37	T28N-R114W, 6th P.M. Sec. 17: Lots 1,2,3,5, 6,7,8,9,10, 11,12,13,14, 15,16,17,18, 19,20	693.05	W-51103 HBU
38	T28N-R115W, 6th P.M. Sec. 12: NW/4 T28N-R114W, 6th P.M. Sec. 17: Lot 4	200.13	W-51104 HBU

EXHIBIT A

96

Tract	Description of Land	Number of Acres	Serial No. & Expiration Date of Lease
39	T28N-R114W, 6th P.M. Sec. 22: NW/4	160.00	W-52811 HBP
40	T28N-R114W, 6th P.M. Sec. 27: NW/4	160.00	W-88152 HBP
41	T28N-R114W, 6th P.M. Sec. 16: All	640.00	66-5165 HBP

EXHIBIT A

16

92

AFFIDAVIT BY SURVIVING JOINT TENANT

L.R. _____ Doc. No. _____ Certificate No. _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

ALLEN L. MILLER, being first duly sworn, on oath deposes and states:

That he resides at 16939 Orchard Ridge, Hazel Crest, Illinois 60429, and that he is one of the parties who took title, not in tenancy in common, but in joint tenancy, to real estate shown in Warranty Deed, Document No. 172580 situated in Sublette County, Wyoming, commonly known as Sauk Trail, Barger Subdivision, Wyoming, and further described as follows:

> Lot 15, Block 1, Barger Subdivision, Sublette County, Wyoming, as said Subdivision appears on file and of record in the Office of the Sublette County Clerk of Sublette County, Wyoming.

Affiant states that NAUSICAA J. MILLER, one of the said owners in joint tenancy, died, in Chicago Heights, Illinois, as is confirmed by a Certificate of the appropriate health department attached hereto.

Affiant states that the remaining joint tenant has not had a change of marital status since the date of the Warranty Deed, identified as Document No. 172580.

Further, that the Affiant makes this affidavit for the purpose of inducing the Recorder of Deeds of Sublette County,

228277

1

RECORDED March 90 IN 90 2:36 A M
IN BOOK 57 Misc. PAGE 92
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

Wyoming, to accept for filing a Warranty Deed from the surviving Joint Tenant to said above described premises, relying on this statement as true, and in consideration thereof Affiant guarantees the truth of the statements herein contained.

ALLEN L. MILLER

Subscribed and sworn to before me by the said ALLEN L. MILLER this 19th day of February, 1990.

" OFFICIAL SEAL "
MALVINA WILLIAMS CHAMBERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/19/93

Malvina Williams Chambers
Notary Public

Prepared by:
Malvina Williams Chambers
HYATT LEGAL SERVICES
17808 S. Halsted
Homewood, Illinois 60430
(708) 799-3636
Casefile No. 3724761

93

REGISTRATION DISTRICT NO. 16.32
REGISTERED NUMBER 84

STATE OF ILLINOIS

STATE FILE NUMBER

MEDICAL CERTIFICATE OF DEATH

1. DECEASED – NAME: FIRST N. MIDDLE JEANNE LAST ~~NAUSIGAA~~ MILLER
2. SEX: FEMALE
3. DATE OF DEATH (MONTH, DAY, YEAR): JANUARY 30-1981
4a. RACE – (WHITE, BLACK, AMERICAN INDIAN, ETC.) (SPECIFY): White
4b. ORIGIN OR DESCENT: Greek
5a. AGE – LAST BIRTHDAY (YRS): 64
5b. UNDER 1 YEAR – MOS / DAYS:
5c. UNDER 1 DAY – HOURS / MIN:
6. DATE OF BIRTH (MO., DAY, YEAR): JUNE 5, 1916
7a. COUNTY OF DEATH: COOK
7b. CITY, TOWN, TWP. OR ROAD DISTRICT NUMBER: CHICAGO HEIGHTS
7c. HOSPITAL OR OTHER INSTITUTION – NAME (IF NOT IN EITHER GIVE STREET AND NUMBER): ST. JAMES HOSPITAL
7d. IF HOSP. OR INST. INDICATE DOA OR EMER. RM. (INPATIENT (SPECIFY)): INPATIENT
8. STATE OF BIRTH (IF NOT IN U.S.A. NAME COUNTRY): Illinois
9. CITIZEN OF WHAT COUNTRY: U.S.A.
10. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (SPECIFY): MARRIED
11. NAME OF SURVIVING SPOUSE (MAIDEN NAME IF WIFE): ALLEN Miller
12. SOCIAL SECURITY NUMBER: 321-05-5903
13a. USUAL OCCUPATION: Typist
13b. KIND OF BUSINESS OR INDUSTRY: University
13c. U.S. WAR VETERAN (YES/NO): No
13d. WAR OR DATES OF SERVICE: None
14a. RESIDENCE STREET AND NUMBER: 16939 ORCHARD RIDGE
14b. CITY, TOWN, TWP. OR ROAD DISTRICT NO.: HAZELCREST
14c. INSIDE CITY (YES/NO): Yes
14d. COUNTY: COOK
14e. STATE: ILLINOIS
15. FATHER – NAME: Stephen Spirakes
16. MOTHER – MAIDEN NAME: Virginia Kokinas
17a. INFORMANT'S SIGNATURE: Georgia Sledge
17b. MEDICAL RECORDS
17c. 1429 CHICAGO ROAD NO CHICAGO HEIGHTS, ILLINOIS 60411

18. DEATH WAS CAUSED BY: (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).)

PART I. CONDITIONS, IF ANY, WHICH GIVE RISE TO IMMEDIATE CAUSE (a) STATING THE UNDERLYING CAUSE LAST.

IMMEDIATE CAUSE
(a) ACUTE MYOCARDIAL INFARCTION.
DUE TO, OR AS A CONSEQUENCE OF
(b) ATHEROSCLEROSIS
DUE TO, OR AS A CONSEQUENCE OF
(c)

APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH:

PART II. OTHER SIGNIFICANT CONDITIONS: CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN PART I (a)

19a. AUTOPSY (YES/NO): NO
19b. IF YES, WERE FINDINGS CONSIDERED IN DETERMINING CAUSE OF DEATH:

20a. DATE OF OPERATION, IF ANY:
20b. MAJOR FINDINGS OF OPERATION:

21a. I ATTENDED THE DECEASED FROM (MONTH, DAY, YEAR): 1/28/1981
21b. TO (MONTH, DAY, YEAR): 1/30/1981
21c. AND LAST SAW HIM/HER ALIVE ON (MONTH, DAY, YEAR): 1/30/1981
21d. HOUR OF DEATH: 11:23 P.M.

TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE TIME, DATE AND PLACE AND DUE TO THE CAUSE(S) STATED.

22a. SIGNATURE: Jairo Bingo Cruz
22b. DATE SIGNED (MONTH, DAY, YEAR): 1/31/1981
22c. NAME AND ADDRESS OF CERTIFIER (TYPE OR PRINT): Jairo B. Cruz MD 333 Dixie Hwy. Chicago Heights, Ill.
22d. ILLINOIS LICENSE NUMBER: 36-48678
23. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (TYPE OR PRINT):

NOTE: IF AN INJURY WAS INVOLVED IN THIS DEATH THE CORONER MUST BE NOTIFIED.

24a. BURIAL, CREMATION, REMOVAL (SPECIFY): Burial
24b. CEMETERY OR CREMATORY – NAME: Evergreen
24c. LOCATION – CITY OR TOWN, STATE: Chicago, Illinois
24d. DATE (MONTH, DAY, YEAR): Feb 2, 1981
25a. FUNERAL HOME – NAME, STREET AND NUMBER OR R.F.D., CITY OR TOWN, STATE, ZIP: Jerome Zimny Funeral Home 16774 Dixie Hwy. Hazel Crest, Ill. 60429
25b. FUNERAL DIRECTOR'S SIGNATURE: Jerome T. Zimny
25c. FUNERAL DIRECTOR'S ILLINOIS LICENSE NUMBER: 31-5798
26a. LOCAL REGISTRAR'S SIGNATURE: John M. Costabile (ef)
26b. DATE REC'D. BY LOCAL REGISTRAR (MONTH, DAY, YEAR): Feb 2 1981

VR200 (REV. 1/78) Illinois Department of Public Health – Office of Vital Records (BASED ON 1978 U.S. STANDARD CERTIFICATE)

I HEREBY CERTIFY that the foregoing is a true and correct copy of the DEATH RECORD for the deceased in Item No. 1 and that said record was established and filed in my office in accordance with the provisions of the Illinois Statutes relating to the registration of births, stillbirths, and deaths.

DATE: SEP 27 1989 SIGNED: John M. Costabile

AT: CHICAGO HEIGHTS, IL 60411 TITLE: LOCAL REGISTRAR

CHICAGO HEIGHTS SEAL COOK

AFFIDAVIT

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 by written agreement heretofore made this affiant, PATRICIA E. LOONEY of Pinedale, Sublette County, Wyoming, Party of the First Part under said agreement and denoted therein as "Seller", did agree to sell and to convey the following-described real estate ssituate in the County of Sublette and State of Wyoming, to-wit:

Lot 16 of Emigration Ranches Subdivision, Phase 1, as the same appears on the plat and map thereof 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 transmission lines, electric transmission lines, irrigation ditches and canals, and roads and ways, AND SUBJECT FURTHER TO all oustanding mineral interests,

unto THOMAS H. HAWLEY and MARGARETT A. HAWLEY, husband and wife, whose mailing address is Big Piney, Wyoming 83113, Parties of the Second Part under said agreement and in said agreement denoted as "Purchaser";

2-

That upon payment for said real estate as provided in said agreement Seller will convey said real estate by statutory form of warranty deed unto Purchaser;

228283

RECORDED Mar. 20 '90 12:15 P.M.
IN BOOK 57 Misc PAGE 95
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A. Cheney, deputy.

3-

Possession of the real estate above described has been delivered unto Purchaser and Purchaser may hold possession thereof under the terms of said agreement;

4-

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

5-

All taxes assessed and levied upon the property in the year 1989 and prior thereto shall be paid by Seller;

6-

All taxes levied upon said property in the year 1990 shall be pro-rated to March 16, 1990, and paid by the Purchaser; and all taxes levied upon said property in the year 1991, and thereafter, are by the terms of said agreement to be paid by Purchaser.

Patricia E Looney
PATRICIA E. LOONEY

Subscribed and sworn to before me by PATRICIA E. LOONEY this 19th day of March, 1990.

NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Nov. 22, 1991

taye Hammons
Notary Public

My commission
expires: 11/22/1991

EASEMENT

23802

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, RED HILLS RANCH, INC.

[redacted], for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto Lower Valley Power and Light, Inc., a Cooperative Corporation, of Afton and Jackson, Wyoming and to its successors and assigns, a perpetual easement and right-of-way for the construction and continued maintenance, repair, alteration and replacement of the electric distribution circuits of the grantee to be constructed and maintained under, over, upon, and across the premises of grantor in SUBLETTE County, State of WYOMING

along a line described as follows, to-wit:

In the present road way only, of the South Half (S 1/2) of the East Two-Thirds (E 2/3) of the South Three Quarters (S 3/4) of the Northeast Quarter Southeast Quarter (NE 1/4 SE 1/4), Section 12, Township 38 N., Range 110 West of the 6th Principal Meridian.

Red Hill Ranches, Inc. grants an easement to Lower Valley Power and Light for the purpose of laying in an underground electrical distribution line with the strong stipulation that NO trees are to be cut down or damaged in any way. Lower Valley Power and Light must restrict the laying of the cable to the present roadway only. Further, since you state initial laying in is a temporary procedure--- any future work by the LVP&L must adhere to these same stipulations.

Together with all necessary and reasonable rights of ingress and egress and to excavate and refill ditches and trenches for the location and repair of said facilities and to cut, trim, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of said facilities.

The undersigned agree that all poles, wires and other facilities, installed on the above described lands at the grantee's expense shall remain the property of the grantee, removable at the option of the grantee.

We hereby release and waive all rights under and by virtue of the homestead exemption laws of the said State.

WITNESS the Hand___ of said Grantor___, this 10th day of September, 1987.

Recorded 3-29 19 89 at 11:23 A M
In Book 209 of Photo Page 454
No. 286259 $4.00 pd
V. Jolynn Coonce County Clerk
by Gerri Richer Dep.

Jay Slagowski
Signature

Signature

STATE OF WYOMING)
: ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by JAY SLAGOWSKI

as his/her free act and deed this 10th day of September, 1987.

Linda Willard - Notary Public
County of Teton — State of Wyoming
My Commission Expires May 1, 1989

Linda Willard
Notary Public

My Commission Expires: May 1, 1989.

225310

RECORDED March 22 1990 8:40AM
IN BOOK 57 Misc. PAGE 97
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: [illegible]
97

98

228317

RECORDED Mar. 22 1990 1:45 P.M.
IN BOOK 57 Misc. PAGE 98
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mari Riley

DEED GRANTING EASEMENT

JOHN W. NEELY, a single man, of Sublette County, Wyoming, GRANTOR, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS AND CONVEYS to GARY OWEN NEELY, a married man, of Sublette County, Wyoming, GRANTEE, the following described easement of right-of-way, to-wit:

A right-of-way 25 feet in width through portions of the SW¼SW¼, NW¼SW¼, and NE¼SW¼ of Section 4, Township 35 North Range 113 West of the 6th P.M., Sublette County, Wyoming, the Centerline of said right-of-way being described as follows:
BEGINNING at a point on the Centerline of the Merna-North Beaver County Road No. 23-115, said point being N 00°48'42" E a distance of 853.33 feet from the Southwest corner of Section 4;
THENCE from said point of beginning, N 75°29'08" E a distance of 148.14 feet to a point of curve to the left, said curve having a central angle of 16°23'00", a radius of 208.40 feet and a tangent length of 30.00 feet;
THENCE along the arc of said curve a distance of 59.59 feet;
THENCE N 59°06'08" E a distance of 74.95 feet to a point of curve to the right, said curve having a central angle of 24°38'23", a radius of 160.26 feet and a tangent length of 35.00 feet;
THENCE along the arc of said curve a distance of 68.92 feet;
THENCE N 83°44'31" E a distance of 96.88 feet to a point of curve to the left, said curve having a central angle of 55°23'28", a radius of 142.88 feet and a tangent length of 75.00 feet;
THENCE along the arc of said curve a distance of 138.13 feet;
THENCE N 28°21'03" E a distance of 220.56 feet to a point of curve to the right, said curve having a central angle of 27°43'22", a radius of 243.15 feet and a tangent length of 60.00 feet;
THENCE along the arc of said curve a distance of 117.65 feet;
THENCE N 56°04'25" E a distance of 207.74 feet to a point of curve to the left, said curve having a central angle of 13°52'45", a radius of 410.80 feet and an tangent length of 50.00 feet;
THENCE along the arc of said curve a distance of 99.51 feet;
THENCE N 42°11'04" E a distance of 92.31 feet to a point of curve to the right, said curve having a central angle of 24°45'53", a radius of 136.65 feet and a tangent length of 30.00 feet;
THENCE along the arc of said curve a distance of 59.06 feet;
THENCE N 66°57'33" E a distance of 67.35 feet to a point of curve to the left, said curve having a central angle of 22°55'56", a radius of 98.60 feet and a tangent length of 20.00 feet;
THENCE along the arc of said curve a distance of 39.46 feet;
THENCE N 44°01'37" E a distance of 196.64 feet to a point of curve to the right, said curve having a central angle of 43°09'27", a radius of 126.42 feet and a tangent length of 50.00 feet;
THENCE along the arc of said curve a distance of 95.23 feet;

THENCE N 87°11'04" E a distance of 470.16 feet to a point of curve to the left, said curve having a central angle of 12°23'58", a radius of 276.17 feet and a tangent length of 30.00 feet;
THENCE along the arc of said curve a distance of 59.77 feet to the Southeast corner of the tract of land described in Book 13 of Deeds, at Page 417, the terminal point of this right-of-way.

This easement is for the benefit of and appurtenant to a tract of land in Sublette County, Wyoming, and described as follows:

BEGINNING at the South Quarter corner of Section 4, Township 35 North, Range 113 West of the 6th P.M., Sublette County, Wyoming;
THENCE proceeding N 21°08' W, 2050 feet to a point;
THENCE S 85°52' W, 208.0 feet to a point;
THENCE N 04°08' W, 208.0 feet to a point;
THENCE N 85°52' E, 208.0 feet to a point;
THENCE S 04°08' E, 208.0 feet, more or less, to the point of beginning of the tract.

IN WITNESS whereof this Easement is executed this 13TH day of March, 1990.

John W. Neely
JOHN W. NEELY

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by JOHN W. NEELY this 13TH day of March, 1990.
Witness my hand and official seal.

Notary Public

My Commission expires: 4/29/90

100

228326

RECORDED March 23 19 90 9:20 A M
IN BOOK 57 Misc. PAGE 100
FEES $N/C Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Kirby

EASEMENT
FOR
CONSTRUCTION AND MAINTENANCE OF SEWER LINE

KNOW ALL MEN BY THESE PRESENTS:

That THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SUBLETTE, STATE OF WYOMING, a body corporate, grantor, for and in consideration of ONE DOLLAR ($1) and other good and valuable considerations, receipt whereof is hereby acknowledged, HAS GIVEN AND GRANTED and DOES HEREBY GIVE, GRANT, SELL AND ASSIGN AND SET OVER unto THE TOWN OF PINEDALE, WYOMING, a municipal corporation, grantee, a permanent easement and right of way, including the perpetual right to enter upon the real estate hereinafter described, at anytime, and construct, maintain and repair underground pipelines and conduits for the purpose of conveying sewage and waste water over, across, through and under the lands hereinafter described, TOGETHER WITH the right to excavate and refill ditches and trenches for the location of said pipelines and conduits and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines and conduits;

The land affected by the grant of this easement and right of way is located in the County of Sublette and State of Wyoming and is more particularly described as follows, to-wit:

Township 34 North, Range 109 West of the 6th Principal Meridian

Section 34 - SE/4 SW/4

Township 33 North, Range 109 West of the 6th Principal Meridian

Section 3 - Lot 3, SW/4 NE/4, and NE/4 NW/4

The easement and right of way hereby granted covers a strip of land 30 feet in width over and across the above-described lands, and being 15 feet on each side, measured radially from, or perpendicular to the

following described center line which is particularly described by metes and bounds, as follows:

Beginning at a point located S.71°-54'-23"W., a distance of 105.07 feet from the northeast corner of the SE/4 SW/4 of Section 34, T.34N., R.109W., thence from said point of beginning S.00°-13'-50"E., a distance of 1170.00 feet;

thence S.42°-04'-08"W., a distance of 216.54 feet to a point in Section 3, Lot 3, T.33N., R.109W.;

thence S.07°-19'-53"E., a distance of 794.79 feet;

thence S.00°09'-34"E., a distance of 398.95 feet;

thence S.69°-54'-08"E., a distance of 168.91 feet to a point in the SW/4 NE/4 of Section 3;

thence N.89°-57-'00"E., a distance of 287.12 feet;

thence South, a distance of 400 feet;

thence S.64°-30'-01"W., a distance of 330.23 feet;

thence N.42°-13'-07"W., a distance of 389.63 feet to a point on U.S. Highway 191 R.O.W. being in NE/4 NW/4, Section 3;

thence continuing inside the R.O.W. N.31°-58-17"W., a distance of 375.55 feet;

thence S.62°-12'-10"W., a distance of 24.13 feet to the end of the Skyline Street sewer;

TO HAVE AND TO HOLD said easement and right of way unto THE TOWN OF PINEDALE, WYOMING, a municipal corporation, forever.

All lands ands grounds embraced and contained within the easement and right of way hereof shall, EXCEPT at times of maintenance and construction, be maintained in the same or better condition as when entered upon under the authority hereof; all pipelines and conduits which are used under authority hereof shall be placed and installed beneath the surface of the land and ground NOT LESS THAN FOUR (4) FEET.

IN WITNESS WHEREOF, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SUBLETTE, STATE OF WYOMING, a body corporate, has caused the execution hereof by its members, LOUIE TOMASSI, MONTE SKINNER and CRAIG CRANDALL, being all of the members of said Board of County Commissioners, and the duly attested corporate seal of said County to be hereunto affixed this 20TH day of March, 1990.

Attest: THE STATE OF WYOMING Seal SUBLETTE COUNTY

By _____
MARY LANKFORD, Sublette County Clerk

THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF SUBLETTE, STATE OF WYOMING, a body corporate, grantor

_____
LOUIE TOMASSI, chairman

_____
MONTE SKINNER, member

_____
CRAIG CRANDALL, member

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by LOUIE TOMASSI, MONTE SKINNER and CRAIG CRANDALL this 20TH day of March, 1990.

Witness my hand and official seal.

Janet L. Montgomery Notary Public County of Sublette State of Wyoming My Commission Expires Apr. 30, 1990

_____
Notary Public

IN THE DISTRICT COURT OF SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

HAROLD R. PETERSON,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Civil Action No.
	)	
WILLIAM G. KELLEN,	)	
	)	
Defendant.	)	

NOTICE OF LIS PENDENS

To: Sublette County Clerk
Pinedale, Wyoming

Notice is hereby given that an action has been commenced and is now pending in this Court on the Complaint of above-named Plaintiff, Harold R. Peterson, against the above-named Defendant, William G. Kellen, for Specific Performance of a contract to convey real estate, and that the real property in the County of Sublette affected hereby is particularly described as follows:

The West Half of the East Half (W1/2 E1/2) of Section 9; the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section 19; the South Half of the Southwest Quarter (S1/2 SW1/4) of Section 20; the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4), the South Half of the Northwest Quarter (S1/2 NW1/4), the Southwest Quarter (SW1/4) and the West Half of the Southeast Quarter (W1/2 SE1/4) of Section 28; the North Half (N1/2), the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4), the South Half of the Southwest Quarter (S1/2 SW1/4) and the Southeast Quarter (SE1/4) of Section 29, and the East Half of the Northeast Quarter (E1/2 NE1/4) of Section 30; all within T37N, R110W of the 6th P.M., a total of 1,320 acres, more or less.

228330

RECORDED Mar. 23 '90 9:30A
IN BOOK 57 Misc PAGE 103
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, deputy

DATED this 23 day of March, 1990.

W. Keith Goody
Attorney for the Plaintiff
Goody and Lubing'
P.O. Box 2488
Jackson, Wyoming 83001
(307) 733-4446

ACKNOWLEDGMENT

STATE OF WYOMING)
)
County of Teton)

The foregoing instrument was acknowledged before me by W. Keith Goody, on this 23 day of March, 1990.

(seal)
Sandra D. Miller Notary Public
County of Teton State of Wyoming
My Commission expires June 6 1992

Notary Public

My Commission Expires: June 6, 1992

MEMORANDUM OF CONTRACT

TO WHOM IT MAY CONCERN:

On March 14th, 1990, Dorothy Tidemann, a widow, as Seller, and Rocky Mountain Testers, Inc., as Buyer, entered into a Sales Agreement whereby Seller agreed to sell and Buyer agreed to buy the following described real property, to wit:

Lots One(1), Two(2), Three(3), Four(4) in Block Thirteen (13) of the Marbleton Townsite as the same appear of record on the map or plat thereof filed for record in the office the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States Patents;
SUBJECT TO exceptions, reservations and restrictions of record;
SUBJECT TO prior mineral reservations; and
SUBJECT TO easements or rights of way of record, in use or of sight.

in accordance with the provisions, terms, covenants and conditions contained in said Sales Agreement. Said Sales Agreement provides, among other things, that upon Buyer's full payment to Seller of the total purchase price and interest, Seller shall convey the above property to Buyer by a good and sufficient Warranty Deed. Said Sales Agreement also provides that if Buyer fails to make payments in accordance with the terms of the Sales Agreement, or otherwise defaults thereunder, the Sales Agreement may be terminated at the option of the Seller.

This document is not a contract between the parties and in no way modifies, clarifies, interprets, or affects the Sales Agreement aforesaid. This document is intended as a notice to any concerned party that Seller and Buyer have entered into a written contract relating to the aforesaid property.

SELLER:

Dorothy Tidemann
Dorothy Tidemann

BUYER:
Rocky Mountain Testers, Inc.

President

Secretary

228354

RECORDED March 27 AD 90 11:30 A M
IN BOOK 57 Misc. PAGE 105
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Dorothy Tidemann this 9th day of March, 1990.

Witness my hand and official seal.

CARMEN A HENRY
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires
10/12/93

Notary Public

My Commission Expires:
10/12/93

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Robert D Conn as President and Kevin McMillan as Secretary of Rocky Mountain Testers, Inc. this 14th day of March, 1990.

Witness my hand and official seal.

Notary Public

Commission Expires:



AFFIDAVIT

228382

RECORDED March 28 1990 1:00 PM
IN BOOK 57 Misc. PAGE 107
FEES $8.00 Mary L. Lanford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Nan Riley

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

PAULINE M. SCHULTZ 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 pamphlet, and concerns the following described real estate and premises situate in the County of Sublette and State of Wyoming, to-wit:

> Lot Three (3) Block Five (5) Redstone 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;
>
> SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use;
>
> SUBJECT TO prior mineral reservations of record; AND SUBJECT TO Protective Covenants for Redstone First and Second Additions to the Town of Pinedale filed 3/28/78 in Book 33 of Miscellaneous, page 678, office of the County Clerk;

3-

That by warranty deed dated the 5th day of May, 1982, filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming, on the 5th day of May, 1982, and recorded in Book 23 of the Deed Records of said office at page 401, the above described real estate and premises were conveyed by RICHARD R. ZEIGLER doing business as WESTERN PIONEER HOMES, grantor, of the Town of Pinedale, County of Sublette, and State of Wyoming, unto CLIFFORD E. SCHULTZ and PAULINE M. SCHULTZ, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, grantees, of the Town of Pinedale, County of Sublette, and State of Wyoming;

4-

That the grantees named in the aforesaid warranty deed, CLIFFORD E. SCHULTZ and PAULINE M. SCHULTZ, were husband and wife at the time of said conveyance and the real estate so conveyed did vest in them, the said CLIFFORD E. SCHULTZ and PAULINE M. SCHULTZ, husband and wife, as tenants by the entirety;

5-

That the aforesaid CLIFFORD E. SCHULTZ is deceased and that said CLIFFORD E. SCHULTZ died on the 27th day of October, 1989, in the Town of Pinedale, County of Sublette, and State of Wyoming;

6-

That all interest of the aforesaid CLIIFFORD E. SCHULTZ 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 CLIFFORD E. SCHULTZ 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 JCLIFFORD E. SCHULTZ certified by the public authority wherin such original death certificate is a matter of record and that said CLIFFORD E. SCHULTZ who is named in said death certificate is one and the same person as CLIFFORD E. SCHULTZ named in the aforesaid warranty deed as a grantee with PAULINE M. SCHULTZ, this affiant;

8-

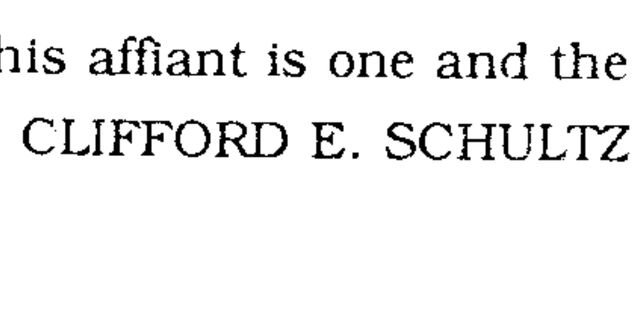
That this affiant is one and the same person as PAULINE M. SCHULTZ, grantee with CLIFFORD E. SCHULTZ in the aforementioned warranty deed.

Pauline M Schultz
PAULINE M. SCHULTZ

Subscribed and sworn to before me this 28th day of March, 1990.

Faye Hammons
Notary Public

My commission expires:
11/22/1991



STATE OF WYOMING
DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

TYPE OR PRINT IN PERMANENT INK
FOR INSTRUCTIONS SEE HANDBOOK

LOCAL FILE NUMBER 02689 — STATE FILE NUMBER

DECEDENT

1 DECEDENT-NAME: FIRST CLIFFORD — MIDDLE E. — LAST SCHULTZ
2 SEX: MALE
3 DATE OF DEATH (Mo. Day. Yr.): OCTOBER 27, 1989
4 SOCIAL SECURITY NUMBER: 520-07-3315
5a AGE-Last Birthday (Years): 68 — If UNDER 1 YEAR: Months / Days — If UNDER 1 DAY: Hours / Minutes
6 DATE OF BIRTH (Mo. Day. Yr.): JANUARY 13, 1921
6a PLACE OF DEATH (Check only one): HOSPITAL ☐ Inpatient ☐ ER/Outpatient ☐ DOA — OTHER ☐ Nursing Home ☒ Residence ☐ Other (Specify)
6b FACILITY NAME (If not institution, give street and number): 431 SO. MADISON
6c CITY, TOWN, OR LOCATION OF DEATH: PINEDALE
6d COUNTY OF DEATH: SUBLETTE
7 STATE OF BIRTH (If not in U.S.A., name country): MONTANA
8 MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): MARRIED
10 SURVIVING SPOUSE (If wife, give maiden name): PAULINE KOVACH
11 WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no): YES
12a USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): CARPENTER
12b KIND OF BUSINESS OR INDUSTRY: CONSTRUCTION
13a RESIDENCE - STATE: WYOMING
13b COUNTY: SUBLETTE
13c CITY, TOWN OR LOCATION: PINEDALE
13d STREET AND NUMBER: 431 SO. MADISON
13e INSIDE CITY LIMITS? (Specify yes or no): YES
14 WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes - If yes, specify Cuban, Mexican, Puerto Rican, Etc.): No ☒ Yes ☐ (Specify)
15 RACE - American Indian, Black, White, Etc. (Specify): WHITE
16 DECEDENT'S EDUCATION (Specify only highest grade completed): Elementary/Secondary (0-12): 12 — College (1-4 or 5+):

PARENTS

17 FATHER'S NAME: First OTTO — Middle HENRY — Last SCHULTZ
18 MOTHER'S NAME: First ELSA — Middle M. — Maiden Surname BUCK

INFORMANT

19a INFORMANT-NAME (Type or Print): PAULINE SCHULTZ
19b RELATIONSHIP TO DECEDENT: WIFE
19c MAILING ADDRESS: STREET OR R.F.D. NUMBER BOX 924 — CITY OR TOWN 431 SO. MADISON — STATE PINEDALE — ZIPCODE WYOMING 82941

DISPOSITION

20a Burial, Cremation, Removal, from State, Other (Specify): CREMATION
20b. DATE (Mo. Day. Yr.): OCTOBER 28, 89
20c. CEMETERY OR CREMATORY NAME: LINDQUIST & SONS
20d LOCATION: CITY OR TOWN OGDEN — STATE UTAH
21a FUNERAL SERVICE LICENSEE Or Person Acting As (Signature): Edwin Hudson — Number 337
21b NAME OF FACILITY: HUDSON'S FUNERAL HOME — Number 115
21c ADDRESS OF FACILITY: 164 N. BRIDGER, PINEDALE

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only:
22a 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.
22b DATE SIGNED (Mo. Day. Yr.): OCTOBER 27, 1989
22c. HOUR OF DEATH: 1:15 A. M
22d NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print):

To be Completed by CORONER Only:
23a 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): C.T. Mayo CORONER
23b. DATE SIGNED (Mo. Day. Yr.): OCTOBER 27, 1989
23c. HOUR OF DEATH: 1:15 A. M
23d. PRONOUNCED DEAD (Mo. Day. Yr.):
23e. PRONOUNCED DEAD (Hour): M

24 NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): J. T. JOHNSTON M.D. P O 627 PINEDALE, WYOMING 82941
25a REGISTRAR (Signature): J Johnston M.D.
25b DATE RECEIVED BY REGISTRAR (Mo. Day. Yr.): OCTOBER 27, 1989

CAUSE OF DEATH

PART I. Enter the diseases, injuries, or complications that caused death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.
26
IMMEDIATE CAUSE (Final disease or condition resulting in death): a. Exsanguination - Pulmonary Artery Rupture
DUE TO (OR AS A CONSEQUENCE OF): a. CA Rt lung
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST: DUE TO (OR AS A CONSEQUENCE OF): c.
DUE TO (OR AS A CONSEQUENCE OF): d.
Approximate Interval Between Onset and Death:

PART II. OTHER SIGNIFICANT CONDITIONS. Conditions contributing to death but not related to cause given in PART I: hypertension; Cigarette abuse; COPD
27. AUTOPSY (Specify yes or no): NO
28. WAS CASE REFERRED TO CORONER (Specify yes or no): YES

29 MANNER OF DEATH: ☒ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Could not be Determined
30a. DATE OF INJURY (Month, Day, Year):
30b. TIME OF INJURY: M
30c. INJURY AT WORK? (Specify yes or no):
30d. DESCRIBE HOW INJURY OCCURRED:
30e. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify):
30f. LOCATION (Street and Number or Rural Route Number, City or Town, State):

VR 2-89
1/89 15M

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 November 2, 1989

Deputy State Registrar

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 13 day of March, 1990, between DAVID H. ESTES and LINDA A. ESTES, as Sellers, and CURLEY TOTH & SONS, INC., a Wyoming corporation, as Buyer. The Sellers did agree to sell and the Buyer did agree to buy a certain tract of real property located in Sublette County, Wyoming described as follows to-wit:

Lot Four (4), Unit I, Orcutt Hill 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 United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.
SUBJECT TO restrictions governing Unit I, Orcutt Hill Subdivision as recorded January 7, 1972 in Book 28 of Miscellaneous, page 30 in the office of the County Clerk for Sublette County, Wyoming.

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

Buyer's address for tax purposes is 356 Elk Street, Rock Springs, WY 82901.

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

DATED this 13th day of March, 1990.

228385

RECORDED March 29 AD 90 3:15 P M
IN BOOK 57 MSC PAGE 110
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Zachary A Miller

SELLERS:

David H. Estes
DAVID H. ESTES

Linda A. Estes
LINDA A. ESTES

DATED this 13th day of March, 1990.

ATTEST:

S E A L

Lisa M Toth
Secretary

BUYER: Curley Toth & Sons, Inc., a Wyoming Corporation:

BY: Greg Toth

ITS: President

STATE OF Massachusetts)
) ss.
COUNTY OF Suffolk)

The foregoing **Memorandum Of Agreement** was acknowledged before me by DAVID H. ESTES, this 15th day of March, 1990.

WITNESS my hand and official seal.

Russell K. Cook
NOTARY PUBLIC

My Commission Expires: May 1, 1992

STATE OF Massachusetts)
) ss.
COUNTY OF Suffolk)

The foregoing **Memorandum Of Agreement** was acknowledged before me by LINDA A. ESTES, this 27th day of March, 1990.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 3/1/94

STATE OF Wyoming)
) ss.
COUNTY OF Sweetwater)

The foregoing **Memorandum Of Agreement** was acknowledged before me by CURLEY TOTH & SONS, INC., a Wyoming corporation by Greg T. Toth, its (title) President and attested to and sealed by its Secretary, this 1st day of March, 19 90.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: August 7, 1993

///

112

228388

RECORDED March 30 19 96 11:57 A
IN BOOK 57 MISC PAGE 112
FEES 11.00 Molly L. Langford COUNTY CLERK
SUBLETTE COUNTY CLERK
by Bethany A. Walker

ASSUMPTION AGREEMENT

This Agreement made and entered into by and between David J. Kascht and Lori L. Kascht, husband and wife, hereinafter referred to as Seller, and Kenneth V. Noble, Jr. and Dorothy A. Noble, husband and wife, hereinafter referred to as Purchaser.

WITNESSETH:

WHEREAS, Seller and Purchaser have entered into an Agreement whereby Seller has agreed to sell to Purchaser real property generally described as: Lot 6, Unit III, Orcutt Hill Subdivision, Sublette County, Wyoming; and

WHEREAS, Seller is the maker of a Mortgage Note with a principal sum of $44,000.00, which was made on October 20, 1986, a copy of which is attached hereto and marked as Exhibit "A", which is secured by a mortgage on the subject real property, said mortgage also being dated October 20, 1986, naming Seller as mortgagor and Teton Mortgage Company, Inc., as mortgagee, a copy of which is attached hereto and marked as Exhibit "B"; and

WHEREAS, said note and mortgage have been assigned to Fleet Mortgage Corporation; and

WHEREAS, Seller is liable for all amounts secured by the mortgage and bound by all of the terms of the note and mortgage and obligated to perform all of the covenants of said note and mortgage; and

WHEREAS, Seller and Purchaser shall sign the appropriate documents to send to the mortgagee reflecting the assumption of the note and mortgage by the Purchaser;

NOW THEREFORE, in consideration of the mutual promises and agreements herein, the parties promise and agree as follows:

1. Seller agrees to sell and Purchaser agrees to purchase the real property as hereinbefore referenced pursuant to the terms of the Specific Performance Contract entered into between the parties.

2. Purchaser assumes and agrees to pay to the holder of the mortgage note (Fleet Mortgage Corporation and its assigns) the indebtedness shown by the Mortgage Note at the times, in the manner and in all respects as provided in the mortgage note, and to perform all of the covenants and to be bound by all the terms of the Mortgage Note and the mortgage, as hereinreferenced, at the times, in the manner and in all respects as provided in the mortgage and the Mortgage Note.

3. Purchaser agrees that Purchaser shall not allow anyone else to assume the Mortgage Note and/or the mortgage as hereinreferenced but, in the event Purchaser sells the subject property said Mortgage Note and mortgage shall be paid in full and Seller and Purchaser thereby released in full by the holder of said mortgage note and mortgage.

4. Purchaser agrees that Purchaser shall not allow nor permit any mechanic's liens or any other types of liens to encumber the

subject real property, however, in the event a lien does encumber the subject property Purchaser shall immediately pursue and obtain a release of said lien.

5. In the event Purchaser defaults in making any payments required pursuant to the subject Mortgage Note or breaches any covenant of the mortgage or Mortgage Note and the holder of said Mortgage Note and mortgage gives notice of intent to foreclose on the subject real property and subsequent to said notice of intent to foreclose Purchaser fails to cure said default, Seller shall be entitled to cure said default and in said event Purchaser agrees to give possession of the subject real property to Seller and further agrees to sign and deliver any and all documents, deeds, or other instruments necessary to grant clear title to the Seller subject only to the balance due on the Mortgage Note and the mortgage hereinreferenced.

6. It is specifically understood and agreed that the property as hereinreferenced shall remain subject to the lien, charge or encumbrance of the mortgage as herein identified and nothing containied in or done pursuant to this agreement shall effect or be construed to effect the lien, charge or encumbrance of the mortgage or the priority thereof over other liens, charges, or encumbrances.

7. This agreement applies to the benefit of and binds all parties to this agreement and their respective heirs, legatees, devisees, administrators, executors, successors and assigns.

8. The parties agree that Seller is entitled to any and all notices that may be given by the holder of the Mortgage Note and/or mortgage and they do hereby request that copies of all of said notices be given to the Seller, David J. Kascht and Lori L. Kascht, at the address as may be provided by Seller to the holder of the Mortgage Note and/or mortgage.

David J. Kascht

Lori L. Kascht

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged and sworn to before me by David J. Kascht and Lori L. Kascht this 24th day of MARCH, 1990.

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

Kenneth V. Noble, Jr.

Dorothy A. Noble

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged and sworn to before me by Kenneth V. Noble, Jr. and Dorothy A. Noble this 30TH day of March, 1990.

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

EXHIBIT "A"

State of Wyoming

Mortgage Note

FHA Case No.
591 0394265 203

44,000.00

PINEDALE , Wyoming.
OCTOBER 20 ,1986

For Value Received, the undersigned promise(s) to pay to the order of
TETON MORTGAGE COMPANY, INC., 140 SOUTH CACHE STREET, JACKSON, WYOMING
, the principal sum of
---------FORTY FOUR THOUSAND AND NO/100----------
Dollars ($ 44,000.00), with interest at the rate of---NINE AND ONE HALF ---------- per
centum (9.5000 %) per annum on the unpaid balance until paid. The said principal and interest shall be
payable at the office of TETON MORTGAGE COMPANY, INC., 140 SOUTH CACHE STREET,
JACKSON, TETON COUNTY in WYOMING , or at
such other place as the holder may designate in writing, in monthly installments of
-------THREE HUNDRED SIXTY NINE AND 98/100----------
Dollars ($ 369.98), commencing on the first day of DECEMBER , 1986 , and on the first day
of each month thereafter, until the principal and interest are fully paid, except that the final payment of the entire
indebtedness evidenced hereby, if not sooner paid, shall be due and payable on the first day of NOVEMBER ,
2016

If default be made in the payment of any installment under this note, and if such default is not made good prior to the due date of the next such installment, the holder of this note may exercise the option of treating the remainder of the debt as due and collectible. Failure to exercise this option shall not constitute a waiver of the right to exercise same at any other time.

In the event of default in the payment of this note and if same is collected by an attorney at law, the undersigned agrees to pay all costs of collection, including a reasonable attorney's fee.

The undersigned, and each of us, whether principal, surety, guarantor, endorser or other party hereto, agree to be jointly and severally bound, and I, or we, severally hereby waive any homestead or exemption right against said debt and waive demand, protest and notice of demand, protest and nonpayment.

7 PARK CIRCLE DRIVE

PINEDALE, WYOMING 82941

David J. Kascht
DAVID J. KASCHT

Lori L. Kascht
LORI L. KASCHT

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

HUD-92196 (7-85 Edition)

Repl... ...F FHA ... Obsolete

EXHIBIT "B"

591 0394265 203

Know All Men by These Presents, That DAVID J. KASCHT and LORI L. KASCHT, husband and wife

hereinafter designated as Mortgagor, of 7 PARK CIRCLE DRIVE, PINEDALE, County of SUBLETTE, State of WYOMING, to secure the payment of the principal sum of FORTY FOUR THOUSAND AND NO/100---------- Dollars ($ 44,000.00), with interest at the rate of NINE AND ONE HALF---------- per centum (9.5000%) per annum as evidenced by a promissory note of even date hereto to the order of TETON MORTGAGE COMPANY, INC., 140 SOUTH CACHE STREET, JACKSON, WYOMING 83001, a corporation organized and existing under the laws of the State of Wyoming, hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of THREE HUNDRED SIXTY NINE AND 98/100 Dollars ($ 369.98), commencing on the first day of DECEMBER, 19 86, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of NOVEMBER, 2016, hereby mortgages to said Mortgagee, the following described real estate, situated in PINEDALE, SUBLETTE County, State of Wyoming, to wit

Lot 6, Unit III, Orcutt Hill subdivision, Sublette County, Wyoming

including all buildings and improvements thereon or that may hereafter be erected thereon; together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all plumbing, heating and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises.

The Mortgagor hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he is lawfully seized of said premises; that they are free from all encumbrances; and hereby covenants to warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole or in part on any installment due date.

2. That in order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, will pay to the Mortgagee the following sums:

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby, all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to that to pay said ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

This form is used in connection with mortgages insured under the one to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment for funding sections 203 (c) and (d) in accordance with the regulations for those programs.

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;
(II) interest on the note secured hereby;
(III) amortization of the principal of said note; and
(IV) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (a) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments or insurance premiums, as the case may be, such excess at the option of the mortgagee shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (a) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the note secured hereby full payment of the entire indebtedness represented thereby, the said Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

4. That he will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder. The Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property nor any part thereof, and said property shall be continuously maintained in good and safety condition by the Mortgagor at his own cost.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That in case the Mortgagor defaults in the payment of ground rents, if any, taxes, assessments, water, or other governmental or municipal charges, or other lawful charges, as herein provided, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 5 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the rate set forth in the note secured hereby until repaid, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, becomes due and payable forthwith, anything herein contained to the contrary notwithstanding.

8. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself personally to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty days' time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable. This option may not be exercised by the Mortgagee when the ineligibility for insurance under the

National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development

11. That in case default shall be made in the payment when due, of the indebtedness hereby secured or of any instalment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above described premises at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by the Mortgagee pursuant to the provisions of paragraph 7 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to foreclose upon the happening of any default, it shall not thereby be prejudiced in its right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in its foreclosure rights in case of further default or defaults.

12. That in case of any default which gives the right of foreclosure hereunder, the Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues, and profits shall at once be delivered to the Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled to a Receiver for said property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees, and expense, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice, notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor on the Mortgagor's own behalf, and all rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the court.

13. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

And the said LORI L. KASCHT wife of the said DAVID J. KASCHT upon the consideration aforesaid, does hereby release and forever quit claim unto the Mortgage all her rights of homestead in and to the above granted premises.

In Witness Whereof, the Mortgagor(s) have hereunto set their hand(s) this 20th day of OCTOBER, 19 86.

In the presence of—

Kathleen E. Williams

Kathleen E. Williams

DAVID J. KASCHT

LORI L. KASCHT

The State of Wyoming

ss:

County of SUBLETTE

On this 20th day of October, 19 86, before me personally appeared

ori L. and David J. Kascht

to me known to be the person s described in and who executed th foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her righ and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and Official seal, this 20th day of October, A.D. 1986

[SEAL]

My commission expires Sept. 28, 1990

Kathleen E. Williams
Notary Publi

State of Wyoming

ss:

County of

This instrument was filed for record at o'clock M
on the day of , A.D. 19 , and duly recorded i
Book on Page

County Clerk and ex officio Register of Deeds

Fee: $

By

Depu

State of Wyoming

OFFICE OF THE

SECRETARY OF STATE

CERTIFICATE OF AMENDED CERTIFICATE OF AUTHORITY

OF

. . . C.E.C. INDUSTRIES CORP. . .

(formerly JUSTHEIM PETROLEUM COMPANY)

I KATHY KARPAN, Secretary of State of the State of Wyoming, hereby certify that the prerequisites for the issuance of this certificate have been fulfilled in compliance with law, and are found to conform to law.

ACCORDINGLY, the undersigned, by virtue of the authority vested in me by law, hereby issues this Certificate.

228405

RECORDED March 30 19 88 3:30 P M
IN BOOK 57 MISC PAGE 120
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany L. Weber

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Wyoming. Done at Cheyenne, the Capital, this SIXTEENTH day of NOVEMBER A.D. 19 87

Kathy Karpan
Secretary of State

By Sally Riggs

ADDENDUM TO

ARTICLES OF MERGER OF

C.E.C. MANAGEMENT CORP.

C.E.C. Industries Corp., the surviving corporation in the merger between Justheim Petroleum Company and C.E.C. Management Corp., hereby agrees and warrants as follows:

1. That it may be served with process in the State of Utah in any proceeding for the enforcement of any obligation and in any proceeding for the enforcement of the rights of a dissenting shareholder of C.E.C. Management Corp. against C.E.C. Industries Corp.

2. It irrevocably appoints the Director of Corporations of the state of Utah as its agent to accept service of process in any such proceeding; and

3. That it will promptly pay to the dissenting shareholders of C.E.C. Management Corp. the amount, if any, to which they shall be entitled under the provisions of Utah law with respect to the rights of dissenting shareholders.

DATED this 23rd day of February, 1987.

C.E.C. INDUSTRIES CORP.

by _____
George A. Matthews, Jr.
Its President

by _____
Its Secretary

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE)
)
OF HARRY H. RAHM,)
)
Deceased.)

Probate No. 1327

228416

RECORDED Apr 2 1990 10:00 A.M.
IN BOOK 57 Misc. PAGE 122.
FEES 4.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Riley

FILED
BY Marilyn M. Jensen
MAR 29 1990
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

ORDER APPROVING SALE AND AUTHORIZING DELIVERY OF DEED

THIS MATTER comes before the Court on a Petition For Approval Of Sale Of Estate Real Property executed on behalf of the Personal Representative of the above captioned estate by F. GORDON WHITAKER. The Court notes that the Court file reflects proper notice has been given to all interested parties, that a hearing on said Petition was held on the 23rd day of March, 1990, at 10:00 A.M. in the Courtroom of the Sublette County Courthouse in Pinedale, Wyoming, that no written objections to the proposed sale have been filed and that no one appeared at said hearing to oppose the proposed sale. The Court having examined the concerned Petition and being fully advised in the facts and premises thereof does find that said proposed sale of real property is in the best interest of the estate and should be allowed and confirmed..

NOW THEREFORE, IT IS HEREBY ADJUDGED, ORDERED AND DECREED:

1. That the sale and conveyance of the estate real property is described as follows:

Parcel I:
Lots Six (6) and Seven (7), Block One (1), Jones Addition to the Town of Pinedale, Sublette County, Wyoming as the same appears on the official map or plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds.

Parcel II.
Lots Thirteen (13) and Fourteen (14), Block One (1), Jones Addition to the Town of Pinedale, Sublette County, Wyoming as the same appears on the official map or plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds.

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.

be and hereby is confirmed and authorized.

2. That the Personal Representative of the estate be and hereby is authorized to execute and deliver an Executor's Deed conveying said real property to ROBERT E. PENTON, upon the receipt of $45,000.00.

3. That the Personal Representative be and hereby is authorized to execute all incidental documents and pay all incidental costs necessary to close said sale. Said incidental costs shall include but not be limited to title insurance, real estate commission and recording fees.

DATED this 28th day of March, 1990.

SEAL
THE DISTRICT COURT
COUNTY OF SUBLETTE
MARILYN M. JENSEN, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND COMPLETE COPY.
SIGNED

D. TERRY ROGERS
Judge of the District Court

RELEASE OF STATEMENT OF LEIN

STATE OF WYOMING
COUNTY OF SUBLETTE

I KARL DRUMM RELEASE VANTAGE CABLE OF LIEN RECORDED IN BOOK 57 MISCELLANEOUS RECORDS PAGE NO. RECORDED ON FEB 27, 1990 FILE No. 228054.

PAID IN FULL

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

228426

RECORDED April 2 1990 3:00 P M
IN BOOK 57 Misc. PAGE 123
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

Subscribed and sworn to before me by Karl Drumm this 2nd day of April, 1990.

SUSAN C. NOLL NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Notary

MY COMMISSION EXPIRES
JULY 20, 1992

AFFIDAVIT OF SURVIVING TRUSTEE

ALICE E. BALOG, being duly sworn, deposes and states that she is the successor Trustee under that certain Trust Agreement known as the BALOG FAMILY TRUST dated the 11th day of December, 1985, and is the surviving owner of the real and personal property described on Schedule "A", attached hereto, by virtue of the death of STEVE BALOG, one of the initial Trustees of said Trust Agreement, whose death certificate is attached hereto, and by virtue of Article VII, Paragraph A., of said Trust Agreement, to wit:

ARTICLE VII

Trustees

A. The following people will act as Trustees in the following order of succession:

First: The Undersigned, STEVE BALOG and ALICE E. BALOG, together, or the survivor of them.

Second: At the death of the survivor of the Undersigned, JENANN M. SEAMAN, daughter of the Undersigned, as Trustee.

Third: A Trustee chosen by a majority of the beneficiaries, with a parent or legal guardian voting for minor beneficiaries; provided, however, that the issue of any deceased child shall have collectively only one vote.

I CERTIFY that the above is true.

Dated: 30 day of March, 1990.

228446

Alice E. Balog
ALICE E. BALOG

RECORDED April 4 19 90 9:20 A M
IN BOOK 57 Misc. PAGE 124
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Joan Riley

STATE OF WYOMING)
:ss.
COUNTY OF SWEETWATER)

On the 30th day of March, 1990, personally appeared before me ALICE E. BALOG, the signer of the within instrument, who duly acknowledged to me that she executed the same.

My Commission Expires:

November 17, 1993

NOTARY PUBLIC
Residing: Rock Springs, Wyoming

S C H E D U L E "A"

The following real property located in Sublette County, State of Wyoming:

A. Lots Ten (10), Eleven (11) and Twelve (12), Block Four (4), Jones 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:
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.

B. Lots 13 and 14, in Block 4, of the Jones Addition to the Town of Pinedale, Sublette County, Wyoming, as said lots are depicted and described on the duly recorded plat of said addition, together with all improvements thereon, easements and rights appertaining thereto, subject, however, to all reservations, restrictions, covenants, easements and other matters of public record.

S C H E D U L E "A"

[redacted] CERTIFICATE OF DEATH [redacted]

TYPE OR PRINT IN PERMANENT INK FOR STRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT'S NAME (First)	(Middle)	(Last)	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
STEVE		BALOG	Male	November 30, 1989

4. SOCIAL SECURITY NUMBER	5a. AGE-Last Birthday (Years)	5b. UNDER 1 YEAR: Months	Days	5c. UNDER 1 DAY: Hours	Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
520-20-6896	63					May 4, 1926

7a. PLACE OF DEATH (Check only one)

HOSPITAL: ☒ Inpatient ☐ ER/Outpatient ☐ DOA | OTHER: ☐ Nursing Home ☐ Residence ☐ Other (Specify)

7b. FACILITY NAME (If not institution, give street and number)	7c. CITY, TOWN, OR LOCATION OF DEATH	7d. COUNTY OF DEATH
Memorial Hospital of Sweetwater County	Rock Springs	Sweetwater

8. STATE OF BIRTH (If not in U.S.A., name country)	9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify)	10. SURVIVING SPOUSE (If wife, give maiden name)
Wyoming	Married	Alice Lorenzon

11. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no)	12a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)	12b. KIND OF BUSINESS OR INDUSTRY
Yes	Maintenance Foreman - Retired	Trona Mining & Processing

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Sweetwater	Rock Springs	616 Gobel Street

13e. INSIDE CITY LIMITS? (Specify yes or no)	14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes-If yes, specify Cuban, Mexican, Puerto Rican, Etc.)	15. RACE-American Indian, Black, White, Etc. (Specify)	16. DECEDENT'S EDUCATION (Specify only highest grade completed)	
			Elementary/Secondary (0-12)	College (1-4 or 5+)
Yes	No ☒ Yes ☐ (Specify)	White	12	

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
John	Balog		Anna		Bara

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Mrs. Alice Balog	Wife

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIPCODE
616 Gobel Street	Rock Springs, Wyoming		82901

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY-NAME	20d. LOCATION CITY OR TOWN STATE
Burial	Dec. 4, 1989	Rest Haven Memorial Gardens	Rock Springs, Wyoming

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature) Number	21b. NAME OF FACILITY Number	21c. ADDRESS OF FACILITY
▶ Alice D. Mejhanuel 406	Vase Funeral Home : 85	154 Elk Street Rock Springs, Wyoming

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

22a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) ▶ Patrick R. McDermott MD

22b. DATE SIGNED (Mo., Day, Yr.): December 1, 1989

22c. HOUR OF DEATH: 4:40P M

22d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)

To be Completed by CORONER Only

23a. 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) ▶

23b. DATE SIGNED (Mo., Day, Yr.)

23c. HOUR OF DEATH M

23d. PRONOUNCED DEAD (Mo., Day, Yr.)

23e. PRONOUNCED DEAD (Hour) M

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

Patrick R. McDermott, M.D., 1208 Hilltop Drive, Rock Springs, Wyoming 82901

25a. REGISTRAR (Signature) ▶ Edwin C. Mehle

25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): December 4, 1989

CAUSE OF DEATH

PART I. Enter the diseases, injuries, or complications that caused death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.

26. IMMEDIATE CAUSE (Final disease or condition resulting in death) ➡ a. Hepatorenal Syndrome — Approximate Interval Between Onset and Death: Weeks

DUE TO (OR AS A CONSEQUENCE OF):

Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST

b. Cirrhosis — Years

DUE TO (OR AS A CONSEQUENCE OF):

c. Alcohol Use

DUE TO (OR AS A CONSEQUENCE OF):

d.

PART II. OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not related to cause given in PART I: Chronic Obstructive Pulmonary Disease

27. AUTOPSY (Specify yes or no): No

28. WAS CASE REFERRED TO CORONER (Specify yes or no): No

29. MANNER OF DEATH: ☒ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Could not be Determined

30a. DATE OF INJURY (Month, Day, Year)

30b. TIME OF INJURY M

30c. INJURY AT WORK? (Specify yes or no)

30d. DESCRIBE HOW INJURY OCCURRED

30e. PLACE OF INJURY-At home, farm, street, factory, office building, etc. (Specify)

30f. LOCATION (Street and Number or Rural Route Number, City or Town, State)

FR 2-89
89 15M

MARGIN RESERVED FOR BINDING

Division of Health and Medical Services - Vital Records Services

DATE ISSUED December 5, 1989

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 RECORDS SERVICES, Wyoming Department of Health and Social Services, Division of Health and Medical Services at Cheyenne, Wyoming.

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 5th day of December 19 89

My commission expires on January 16, 1991

MEMORANDUM OF AGREEMENT

Know all men by these presents that Bradley J. Warburton and Denise Warburton, owners of that real property described below, and Hans R. Graf, have entered into an agreement for the sale of that real property described as follows:

Parcel 1: Township 36 North, Range 114 West of the 6th Principal Meridian, Sublette County, Wyoming, Section 16: SW¼SW¼NE¼, W½SE¼SW¼NE¼, NE¼SE¼SE¼NW¼, E½SE¼NE¼NW¼, SE¼SE¼SE¼NW¼, SE¼NE¼NE¼SW¼, NE¼SE¼NE¼SW¼, NE¼NE¼NE¼SW¼, NW¼NW¼SE¼, NW¼NE¼NW¼SE¼;

Parcel 2: Township 36 North, Range 114 West of the 6th Principal Meridian, Sublette County, Wyoming, Section 16: NW¼SW¼NW¼SE¼.

This Memorandum does not constitute the entire agreement of the parties, but is intended for purposes of recording only.

WITNESS our signatures on the respective dates indicated.

Bradley J. Warburton

Bradley J. Warburton

1/18/90

Date

H R G

Hans R. Graf

3-29-90

Date

Denise Warburton

1/12/90

Date

228451

RECORDED April 4 1990 3:30 P M
IN BOOK 57 Misc. PAGE 128
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

ACKNOWLEDGEMENTS ON FOLLOWING PAGE.

ACKNOWLEDGMENTS

State of Wyoming)
:ss
County of)

On this 18th day of January, 1990, personally appeared before me Bradley J. Warburton, and acknowledged his signature on the foregoing Memorandum of Agreement.

Witness my hand and official seal.

SHELLY BUELL-NOTARY PUBLIC
STATE OF WYOMING COUNTY OF TETON
MY COMMISSION EXPIRES 5-27-92

Shelly Buell
NOTARY PUBLIC

My commission expires on: May 27, 1992.

State of Nevada)
:ss
County of Clark)

On this 12th day of January, 1990, personally appeared before me Denise Warburton, and acknowledged her signature on the foregoing Memorandum of Agreement.

Witness my hand and official seal.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DENISE KNOX
My Appointment Expires Aug. 25, 1992

Denise Knox
NOTARY PUBLIC

My commission expires on: 8-25-92.

State of Wyoming)
:ss
County of Teton)

On this 7th day of March, 1990, personally appeared before me Hans R. Graf, and acknowledged his signature on the foregoing Memorandum of Agreement.

Witness my hand and official seal.

ROSE R. CLAUSS - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires Jan. 24, 1991

Rose R Clauss
NOTARY PUBLIC

My commission expires on: Jan 24, 1991.

ROAD EASEMENT

KNOWN ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Ten and NO/100 ($10.00) Dollars, the receipt whereof is hereby acknowledged, ELLA BAKER, a single woman, hereinafter referred to as Grantor, does hereby grant unto HUGH M. REED and ELLEN H. REED, husband and wife, hereinafter referred to as Grantees, a road easement situate in the County of Sublette and State of Wyoming, to-wit:

Located in the SW¼, the NW¼ of the SE¼, and the SW¼ of the NE¼ of Section 4, Township 35 North, Range 113 West of the Sixth Principal Meridian, Sublette County, Wyoming said road easement being Thirty (30) feet wide, Fifteen (15) feet on either side of the following described centerline:

BEGINNING at a point on the centerline of the Merna North Beaver County Road No. 23-115, said point bears N.0°48'42"E., a distance of 853.33 feet from the southwest corner of said Section 4,
thence from said point of beginning N.75°29'08"E., a distance of 148.14 feet to a point of curve to the left, said curve having a central angle of 16°23'00", a radius of 208.40 feet and a tangent of 30.00 feet;
thence along the arc of said curve, a distance of 59.59 feet;
thence N.59°06'08"E., a distance of 74.95 feet to a point of curve to the right, said curve having a central angle of 24°38'23", a radius of 160.26 feet and a tangent of 35.00 feet;
thence along the arc of said curve, a distance of 68.92 feet;
thence N.83°44'31"E., a distance of 96.88 feet to a point of curve to the left, said curve having a central angle of 55°23'28", a radius of 142.88 feet and a tangent of 75 feet;
thence along the arc of said curve, a distance of 138.13 feet;
thence N.28°21'03"E., a distance of 220.56 feet to a point of curve to the right, said curve having a central angle of 27°43'22", a radius of 243.15 feet and a tangent of 60.00 feet;
thence along the arc of said curve, a distance of 117.65 feet;
thence N.56°04'25"E., a distance of 207.74 feet to a point of curve to the left, said curve having a central angle of 13°52'45", a radius of 410.80 feet and a tangent of 50.00 feet;
thence along the arc of said curve, a distance of 99.51 feet;
thence N.42°11'40"E., a distance of 92.31 feet to a point of curve to the right, said curve having a central angle of 24°45'53", a radius of 136.65 feet and a tangent of 30.00 feet;
thence along the arc of said curve a distance of 59.06 feet;
thence N.66°57'33"E., a distance of 67.35 feet to a point of curve to the left, said curve having a central angle of 22°55'56", a radius of 98.60 feet and a tangent of 20.00 feet;
thence along the arc of said curve, a distance of 39.46 feet;
thence N.44°01'37"E., a distance of 196.64 feet to a point of curve to the right, said curve having a central angle of 43°09'27", a radius of 126.42 feet and a tangent of 50.00 feet;
thence along the arc of said curve, a distance of 95.23 feet;
thence N.87°11'04"E., a distance of 470.16 feet to a point of curve to the left, said curve having a central angle of 12°23'58", a radius of 276.17 feet and a tangent of 30.00 feet;
thence along the arc of said curve a distance of 59.77 feet;
thence N.74°47'06"E., a distance of 479.05 feet to a point of curve to the right, said curve having a central angle of 8°54'47", a radius of 962.30 feet and a tangent of 75.00 feet;
thence along the arc of said curve, a distance of 149.70 feet;
thence N.83°41'53"E., a distance of 582.10 feet to a point of curve to the left, said curve having a central angle of 27°50'33", a radius of 504.30 feet and a tangent of 125.00 feet;
thence along the arc of said curve, a distance of 245.06 feet;
thence N.55°51'20"E., a distance of 268.79 feet to a point of curve to the left, said curve having a central angel of 71°44'48", a radius of 138.28 feet and a tangent of 100.00 feet;
thence along the arc of said curve, a distance of 173.16 feet to a point

228457

RECORDED April 5 1990 11:00AM
IN BOOK 57 Misc. PAGE 130
FEES $6.00 Mary L. Lankford COUNTY CLERK
[redacted]ETTE COUNTY, PINEDALE, WYO[redacted]

of compound curve to the left, the tangent at said point bears N.15°53'28"W., said curve having a central angel of 34°45'36", a radius of 256.68 feet and a tangent of 80.34 feet;
thence along the arc of said curve, a distance of 155.72 feet;
thence N.50°39'04"W., a distance of 539.81 feet to a point of curve to the right, said curve having a central angle of 76°50'52", a radius of 189.09 feet and a tangent of 150.00 feet;
thence along the arc of said curve, a distance of 253.62 feet;
thence N.26°11'48"E., a distance of 64.47 feet to the point of termination of this road easement, said point of termination bears N.43°41'38"E., a distance of 4488.49 feet from the southwest section corner of said Section 4, hereby releasing and waiving all rights under the homestead laws of the State of Wyoming.

Grantees shall have the right to use, operate, and maintain said road as herein described and shall have the right of ingress and egress to and from Grantees property for any and all purposes necessary and incident to the use of Grantees' land.

The easement herein granted shall be perpetual and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

DATED this _____ day of _____, 1990.

GRANTOR:

Ella Baker by
ELLA BAKER Juanita Baca Balsla
(Power of attorney)

STATE OF Arizona)
) ss.
COUNTY OF Pima)

The foregoing **Road Easement** was acknowledged before me by ELLA BAKER this 27 day of March, 1990.

WITNESS my hand and official seal.

William A. Lyon
NOTARY PUBLIC

NOTARY PUBLIC
My Commission Expires:
My Commission Expires July 23, 1990

132

ROAD EASEMENT

KNOWN ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Ten and NO/100 ($10.00) Dollars, the receipt whereof is hereby acknowledged, JOHN W. NEELY, a single man, hereinafter referred to as Grantor, does hereby grant unto HUGH M. REED and ELLEN H. REED, husband and wife, hereinafter referred to as Grantees, a road easement situate in the County of Sublette and State of Wyoming, to-wit:

Located in the SW¼, the NW¼ of the SE¼, and the SW¼ of the NE¼ of Section 4, Township 35 North, Range 113 West of the Sixth Principal Meridian, Sublette County, Wyoming said road easement being Thirty (30) feet wide, Fifteen (15) feet on either side of the following described centerline:

BEGINNING at a point on the centerline of the Merna North Beaver County Road No. 23-115, said point bears N.0°48'42"E., a distance of 853.33 feet from the southwest corner of said Section 4,
thence from said point of beginning N.75°29'08"E., a distance of 148.14 feet to a point of curve to the left, said curve having a central angle of 16°23'00", a radius of 208.40 feet and a tangent of 30.00 feet;
thence along the arc of said curve, a distance of 59.59 feet;
thence N.59°06'08"E., a distance of 74.95 feet to a point of curve to the right, said curve having a central angle of 24°38'23", a radius of 160.26 feet and a tangent of 35.00 feet;
thence along the arc of said curve, a distance of 68.92 feet;
thence N.83°44'31"E., a distance of 96.88 feet to a point of curve to the left, said curve having a central angle of 55°23'28", a radius of 142.88 feet and a tangent of 75 feet;
thence along the arc of said curve, a distance of 138.13 feet;
thence N.28°21'03"E., a distance of 220.56 feet to a point of curve to the right, said curve having a central angle of 27°43'22", a radius of 243.15 feet and a tangent of 60.00 feet;
thence along the arc of said curve, a distance of 117.65 feet;
thence N.56°04'25"E., a distance of 207.74 feet to a point of curve to the left, said curve having a central angle of 13°52'45", a radius of 410.80 feet and a tangent of 50.00 feet;
thence along the arc of said curve, a distance of 99.51 feet;
thence N.42°11'40"E., a distance of 92.31 feet to a point of curve to the right, said curve having a central angle of 24°45'53", a radius of 136.65 feet and a tangent of 30.00 feet;
thence along the arc of said curve a distance of 59.06 feet;
thence N.66°57'33"E., a distance of 67.35 feet to a point of curve to the left, said curve having a central angle of 22°55'56", a radius of 98.60 feet and a tangent of 20.00 feet;
thence along the arc of said curve, a distance of 39.46 feet;
thence N.44°01'37"E., a distance of 196.64 feet to a point of curve to the right, said curve having a central angle of 43°09'27", a radius of 126.42 feet and a tangent of 50.00 feet;
thence along the arc of said curve, a distance of 95.23 feet;
thence N.87°11'04"E., a distance of 470.16 feet to a point of curve to the left, said curve having a central angle of 12°23'58", a radius of 276.17 feet and a tangent of 30.00 feet;
thence along the arc of said curve a distance of 59.77 feet;
thence N.74°47'06"E., a distance of 479.05 feet to a point of curve to the right, said curve having a central angle of 8°54'47", a radius of 962.30 feet and a tangent of 75.00 feet;
thence along the arc of said curve, a distance of 149.70 feet;
thence N.83°41'53"E., a distance of 582.10 feet to a point of curve to the left, said curve having a central angle of 27°50'33", a radius of 504.30 feet and a tangent of 125.00 feet;
thence along the arc of said curve, a distance of 245.06 feet;
thence N.55°51'20"E., a distance of 268.79 feet to a point of curve to the left, said curve having a central angel of 71°44'48", a radius of 138.28 feet and a tangent of 100.00 feet;
thence along the arc of said curve, a distance of 173.16 feet to a point

228458

RECORDED April 5 1990 11:00 A.M.
IN BOOK 57 Misc. PAGE 132
FEES $6.00 Mary L. Lankford COUNTY CLERK
[redacted]TE COUNTY, PINEDALE, WYOMI[redacted]

of compound curve to the left, the tangent at said point bears N.15°53'28"W., said curve having a central angel of 34°45'36", a radius of 256.68 feet and a tangent of 80.34 feet;
thence along the arc of said curve, a distance of 155.72 feet;
thence N.50°39'04"W., a distance of 539.81 feet to a point of curve to the right, said curve having a central angle of 76°50'52", a radius of 189.09 feet and a tangent of 150.00 feet;
thence along the arc of said curve, a distance of 253.62 feet;
thence N.26°11'48"E., a distance of 64.47 feet to the point of termination of this road easement, said point of termination bears N.43°41'38"E., a distance of 4488.49 feet from the southwest section corner of said Section 4, hereby releasing and waiving all rights under the homestead laws of the State of Wyoming.

Grantees shall have the right to use, operate, and maintain said road as herein described and shall have the right of ingress and egress to and from Grantees property for any and all purposes necessary and incident to the use of Grantees' land.

The easement herein granted shall be perpetual and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

DATED this 19th day of March, 1990.

GRANTOR:

John W. Neely
JOHN W. NEELY

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Road Easement** was acknowledged before me by JOHN W. NEELY this 19th day of March, 1990.

WITNESS my hand and official seal.

Susan J. Rodgers
Notary Public
State of
Wyoming
My Commission expires
Dec. 12, 1990
County of
Sublette

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

SUBLETTE COUNTY, WYOMING

IN THE MATTER OF THE ESTATE OF FAY C. BARGER, Deceased	)	Probate No. 1219

ORDER APPROVING FINAL REPORT,
AND DECREE OF DISTRIBUTION

THIS MATTER comes on for hearing before the Court on the 19th day of March, 1990, on the Final Report and Petition for Distribution as presented to the Court on behalf of the Personal Representative of the above captioned estate, and the Court, having examined said Final Report and Petition for Distribution and having examined the Waiver of Notice and Consent and Accounting to Approval of Final Report, as duly executed by all persons having an interest in the above captioned estate and presented to the Court, the Court finds that it has full and complete jurisdiction over the subject matter and all interested parties, and therefore this matter ought to proceed on to final hearing and determination on the merits.

This matter proceeding on to final hearing and determination, the Court specifically finds that each and all of the statements made in the said Final Report and Petition for Distribution are true and correct; that no accounting is required for this estate since all persons interested in the estate have waived said accounting; that the conduct of the Personal Representative in the administration of this estate as reflected in said report is in accordance with the law and the prior Orders of this Court; that the administration of said estate is fully and finally concluded and that said estate is ready for distribution, and that, therefore, order ought to be entered at

RECORDED April 2 19 90 3:08 PM
IN BOOK 57 MISC PAGE 134
FEES $ 10.00 Mary L. Lampert COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Patricia A. Walker

228462

FILED
BY: [signature]
MAR 28 1990
MARILYN M. JENSEN
CLERK DISTRICT COURT

this time fully and finally approving, ratifying and confirming the Final Report and Petition for Distribution, and all doings of the Personal Representative in the premises; that Anne E. Barger, Trustee of the Trust I Estate is entitled to distribution of all of the assets of the estate; and that decree ought to be entered providing for the full and final distribution of this estate, and the closing thereof.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED as follows:

1. That the final Report and Petition for Distribution be, and the same hereby is, fully and finally ratified, confirmed and approved, and all of the doings of the Personal Representative in the premises be, and the same are hereby fully and finally approved.

2. That the Personal Representative shall proceed to make final distribution of all assets of this estate now in her hands, and that all of the assets of the estate which are in the hands of the Personal Representative for distribution are hereby declared to be the sole property of the TRUST I Estate and are hereby set over to and vested absolutely in ANNE E. BARGER, TRUSTEE OF THE TRUST I ESTATE, which property includes all right, title and interest of the decedent in the following described real property:

TOWNSHIP 32 NORTH, RANGE 108 WEST of the 6th P.M.

Sec. 6: Lots 2, 3, E½SW¼, and that portion of Lot 5 lying South and West of F.A.P. Highway 191 (formerly No. 187).

Sec. 8: A tract of land located in the NE¼ of said Section 8, described as follows: Beginning at a point on the East Section Line, said point being South a distance of 1595.5[illegible] feet from the Northeast Section Corner of said Section 8; thence from point of beginning South along the East Section Line a distance of 670.11 feet; thence S 83°17'13" W a distance of 455.59 feet; thence N 19°56'48" W a distance of 649.09 feet; thence N60°20'28"E a distance of 572.75 feet; thence S45°59'03"E a distance of 245.00 feet to point of beginning.

Sec. 15: NE¼, E½NW¼, E½SW¼NW¼, SW¼, SE¼.

Sec. 16: SW¼, and that portion of NE¼, NW¼, SE¼ lying South and West of F.A.P. Highway No. 191 (formerly No. 187).

Sec. 17: Lot 4, NE¼SW¼, SE¼, and S½NE¼, excepting that portion of said S½NE¼ lying North of the right-of-way of the Paradise Road, Sublette County Road No. 23-36.
Sec. 20: E½NE¼, NW¼NE¼, SE¼.
Sec. 21: NW¼, E½SW¼, NW¼SW¼.
Sec. 28: E½NW¼, NW¼NW¼, SW¼.
Sec. 29: Lots 4, 5, 6, 7, 8, NE¼, SE¼.
Sec. 32: NE¼, NW¼, N½SW¼.
Sec. 33: NW¼.

TOWNSHIP 33 NORTH, RANGE 108 WEST of the 6th P.M.

Sec. 32: (a). That portion of SE¼ lying South and West of F.A.P. Highway No. 191 (formerly No. 187), EXCEPTING all that portion of the NW¼SE¼ of said Section 32 lying between the Southwesterly right-of-way boundary of presently existing Highway No. 191 and a parallel right-of-way line 75 feet to the left or Southwesterly side when measured radially to the following described survey line of highway, said parallel right-of-way line begins and ends in said NW¼SE¼: commencing at the Southeast Corner of Said Section 32; thence N 00°42'12.7" E along the East boundary of said Section 32 a distance of 328.84 feet to a point on said survey line of highway; thence N 48°34'03.9" W a distance of 1,687.21 feet to the True Point of Beginning, said point of beginning also being the point of beginning of a 1°00'00" circular curve concave to the Southwest, the radius of which is 5,729.58 feet; thence Northwesterly along said curve through a central angle of 11°24'35.0" a distance of 1,140.97 feet to a point of ending of said curve and point of ending of this parcel.
(b). That portion of SE¼ lying North and East of F.A.P. Highway No. 191 (formerly No. 187), described as a tract of land in the SE¼ of said Section 32 described as follows: Beginning at a point which is located N 34°12'33" W a distance of 1251.61 feet from the Southeast Corner of said Section 32, said point being located in the Northeast right-of-way line of Highway No. 191; thence from said point of beginning N 49°17'52" W along the Northeast right-of-way line of Highway No. 191 a distance of 450.00 feet; thence N 40°42'08" E a distance of 484 feet; thence S 49°17'52" E a distance of 450 feet; thence S 40°42'08" W a distance of 484 feet to the point of beginning, containing 5.0 acres, more or less.
Sec. 33: E½NW¼, E½SW¼NW¼, NW¼SW¼NW¼, W½NW¼NW¼, E½NW¼NW¼, and that part of the SW¼ lying South and West of the centerline of U.S. Highway 191 (formerly Highway 187).

TOWNSHIP 32 NORTH, RANGE 109 WEST of the 6th P.M.

Sec. 1: NE¼SE¼

MINERAL INTERESTS IN TOWNSHIP 32 NORTH, RANGE 108 WEST of the 6th P.M.

Sec. 15: NE¼, E½NW¼, E½SW¼NW¼, SW¼, SE¼.
Sec. 16: All lying South and West of F.A.P. Highway No. 191 (formerly No. 187).

Sec. 17: Lot 4, S½NE¼, SE¼, EXCEPTING that portion of S½NE¼ lying North of the right-of-way of Paradise Road, Sublette County Road No. 23-36.

Sec. 20: Seven-eighths (7/8) mineral interest in NE¼NE¼, SE¼NE¼, NE¼SE¼, SE¼SE¼.

Sec. 21: Seven-eighths (7/8) mineral interest in NW¼, N½SW¼, SE¼SW¼.

Sec. 28: Seven-eighths (7/8) mineral interest in N½NW¼, SE¼NW¼, SW¼.

Sec. 29: Seven-eighths (7/8) mineral interest in Lots 4, 5, 6, 7, 8, E½NE¼, SW¼NE¼, SE¼.

Sec. 32: Seven-eighths (7/8) mineral interest in NE¼, NW¼.

Sec. 33: Seven-eighths (7/8) mineral interest in NW¼.

In making such distributions the Personal Representative shall execute and deliver such assignments and negotiations and like instruments that shall be necessary or appropriate to effectuate said distribution.

3. That any and all after-discovered property of whatsoever nature and wherever located, if any there be, shall be and the same hereby is distributed and set over to the TRUST I Estate, to be distributed to the Trustee of said estate.

4. That when the Personal Representative has completed the distribution of all estate assets, as ordered herein, with all documentation necessary with respect thereto, the Personal Representative shall file with the Court her Petition for Discharge.

DATED this 27th day of March, 1990.

BY THE COURT:

D. TERRY ROGERS
District Court Judge

THE STATE OF WYOMING)
COUNTY OF SUBLETTE)

I, [illegible] JENSEN, 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 [illegible]

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 6 day of April, 1990, between MARY E. RICHARDSON TRUST, by and through WILLIAM W. CRAMER, Trustee, as Seller, and BRUCE C. GOOCH, as Buyer. The Seller did agree to sell and the Buyer did agree to buy a certain tract of real property located in Sublette County, Wyoming described as follows to-wit:

The W½NW¼ of Section 33, Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, excepting therefrom the following described two parcels:

Exception 1.
The South 10 rods of the W½NW¼ of Section 33. (Nominal 5.0 acres.)

Exception 2.
That portion of the tract described by meets and bounds on the instrument recorded on page 592 of Book 5 of Quitclaim Deeds in the office of the County Clerk, Sublette County, Wyoming, which is located in the W½NW¼ of said Section 33; said portion being described as follows:

Beginning at the northwest corner of the W½NW¼, thence S.89°58'47"E., (Record East), 1331 feet, more or less to the northeast corner of the W½NW¼;
thence southerly along the east line of the W½NW¼, 229 feet, more or less;
thence S.86°54'03"W., (Record S.86°54'W.), 445.8 feet, more or less;
thence S.84°19'03"W., (Record S.84°19'W.), 616 feet;
thence S.08°33'03"W., (Record S.08°33'W.), 856 feet;
thence S.38°51'59"W., (Record S.37°08'W.), 212.0 feet, more or less, (Record 216 feet), to a point on the west line of the W½NW¼;
thence northerly along the West line of said W½NW¼ 1326 feet to the point of beginning. Said exception contains 12.7 acres, more or less.

Area of the above tract is 62.3 acres, more or less.

TOGETHER WITH all improvements and appurtenances thereunto appertaining.

SUBJECT TO reservations and restricitions contained in the United States patents or of record, 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 57, Pinedale, WY 82941.

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

DATED this 6 day of April, 1990.

SELLER: Mary E. Richardson Trust:

BY: William W. Cramer
WILLIAM W. CRAMER, Trustee

DATED this 21 day of March, 1990.

BUYER:

Bruce C. Gooch
BRUCE C. GOOCH

RECORDED 4pm 11 Apr 90
IN BOOK 57 MISC PAGE 153
FEES $ 6.00 Dwight Lamb Jr. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Richard Clark

228479

STATE OF [illegible])
) ss.
COUNTY OF [illegible])

The foregoing **Memorandum of Agreement** was acknowledged before me by MARY E. RICHARDSON TRUST, by and through WILLIAM W. CRAMER, Trustee, this [illegible] day of [illegible], 19[illegible].

WITNESS my hand and official seal.

[illegible]
NOTARY PUBLIC

My Commission Expires: [illegible]

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by BRUCE C. GOOCH, this 21st day of March, 1990.

WITNESS my hand and official seal.

Susan J. Rodgers
County of
Sublette
My Commission expires:
Notary Public
State of
Wyoming
Dec. 12, 1990

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between TOMASSI AND SONS LIMITED, whose mailing address is P. O. Box 549, Big Piney, Wyoming 83113 (hereinafter called "Owner"), as the owner of that certain property the legal description of which is Block 38, Lots 1 through 12 and Block 33 Lots 13 through 24, Town of Marbleton, upon which land is located a wood frame building approximately 40 feet by 100 feet, the rest of the property being a yard approximately 130 feet by 310 feet (hereinafter all of the above will be referred to as the "Premises"), and HOMCO INTERNATIONAL, INC. whose mailing address is P. O. BOX 2442, Houston, Texas 77252 (hereinafter called the "Tenant").

NOW THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **LEASE.** Owner does hereby demise and lease unto Tenant the above-described Premises. In consideration of the leasing of said Premises, Tenant covenants and agrees to timely and fully perform all of the conditions and obligations to be performed by Tenant under the terms hereof. It is expressly agreed that time is of the essence herein as respects the payment of rentals and the performance of other obligations hereunder by Tenant.

2. **TERM.** The initial term of this lease is for a period of two (2) years, which term shall commence on the 1st day of April, 1990 and shall end on the 31st day of March, 1992 unless the term of this lease shall be extended or sooner terminated as provided herein.

3. **RENT.** In consideration of said demise, Tenant agrees to pay to Owner as rent for said Premises the sum of $1,000 per month during the term of this lease payable on the first day of each month. However, it is agreed that Tenant will build a fence around the

228480

RECORDED April 6 19 90 12:40 P M
IN BOOK 57 M.S.C. PAGE 140
FEES $20.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

property and that Owner will initially pay for said fence but that Tenant will pay the additional sum of $200.00 per month during the two year term of this lease to pay for said fence. Such payments shall cease after the initial two year term and any extended term of this lease. The rent for such additional or extended term shall be $1,000 per month.

4. **MAINTENANCE**. Except as otherwise provided, the Tenant shall maintain the Premises and all improvements located thereon in a clean and sightly condition and, except as otherwise provided herein, shall keep the Premises and all improvements in good order and repair and in a safe condition; provided however that the Tenant shall not be obligated to make repairs to or replace any part of the Premises or improvements that may be necessary as a result of normal ageing. In other words, the Tenant's obligation to maintain and repair does not impose upon the Tenant the obligation to make major repairs or replacements to the Premises or improvements unless such repairs or replacements are necessary as a result of the Tenant's negligence. The Tenant shall perform all necessary lawn and grounds maintenance, all snow removal, and all repairs required to the interior of the building.

The Owner shall perform, at the Owner's sole cost and expense, all repairs and maintenance required on the roof, exterior walls, parking lot, exterior painting and major repairs or replacements of the electrical systems, major repairs or replacements of the plumbing systems, and major repairs of the air conditioner, or replacing the air conditioner if not repairable, and major repairs of the furnace, or replacing the furnace if not repairable. Major repairs shall mean any repair costing more than $150. It is the intent of the parties that the Tenant will pay the first $150 for any cost associated with repairing or replacing the air conditioning or the furnace and the Owner will pay the rest.

If either party fails to carry out such repairs in a timely and workmanlike manner, the other party may (but has no obligation to) effect such work as is necessary to remedy the same and may thereafter bill the defaulting party for the costs of such work

(including materials) plus a one time service charge of 5% of such costs. Such bill shall be paid within 5 days after its submittal.

5. **CHARACTER OF OCCUPANCY.** Tenant agrees that the Premises shall be used and occupied as an oil field service and supply facility. Tenant will not permit any nuisance to occur or to be continued in said Premises. Tenant shall conform to and obey all present and future laws, ordinances, rules, regulations and order of all governmental agencies and authorities respecting its use and occupation of the Premises. Any improvements, repairs, alterations, or additions required to the Premises as a result of any present or future law, ordinance, rule, regulation or law of any governmental agency or authority which may be necessary specifically because of the nature of the business carried on by the Tenant on the Premises shall be carried out by Tenant at Tenant's sole cost and expense. Any improvements, repairs, alterations, or additions required to the Premises as a result of any present or future law, ordinance, rule, regulation or law of any governmental agency or authority which may be required, but which is not specifically related to the nature of the business carried on by the Tenant shall be carried out by Owner at Owner's sole cost and expense.

6. **ALTERATIONS.** Tenant shall make no alteration to the building or to any of the component parts thereof located on the demised Premises, except with the prior written specific consent of Owner first obtained. The requirement of Owner's prior consent to alterations or improvements shall not be read as obligating Owner to make any alterations, improvements, or repairs that are the responsibility of Tenant herein. Owner shall have the right at all times to enter the demised Premises for the purpose of examining and inspecting the same.

7. **DEFAULT.** A default shall have occurred under this lease upon the nonpayment by Tenant, when due, of any amount payable herein or failure to perform any agreement or covenant of Tenant contained herein, and such nonpayments or failure to perform shall continue for 15 days following written notice of such default by Owner.

8. **REMEDIES.** If Tenant shall be in default of any obligation or covenant under this agreement, or shall vacate or abandon the Premises prior to the end of the term of this lease, Owner may, without further notice to Tenant, accelerate all rentals remaining due under the terms of this lease and undertake all legal proceedings necessary to collect the same from Tenant. Owner may further re-enter and repossess itself of said Premises, with or without legal proceedings, and remove therefrom any personal property belonging to the Tenant without prejudice to any claim for rent or for the breach of covenants hereof and without being guilty of any manner of trespass or forcible entry and detainer. In order to mitigate damages, Owner shall use reasonable efforts to re-let the Premises or any part thereof, including any buildings located on the Premises, as Owner may see fit without avoiding or terminating this lease. The provisions of this paragraph are cumulative and are in addition to and separate from and without prejudice to any other right or remedy of Owner.

9. **NOTICES.** Any notices required to be given under this lease shall be sent by certified mail to the respective addresses of Owner and Tenant set forth on the first page of this lease, or at such other address as the parties may hereafter provide, and shall be deemed given when placed in the United States mail, postage prepaid and addressed to Owner or Tenant as the case may be.

10. **REMOVAL OF TENANT'S PROPERTY.** Except as otherwise provided herein, Tenant shall have the right to, and shall remove its personal property at the termination of the lease. Any improvement made to the premises by the Tenant may be removed by the tenant at the termination of the lease only if the same may be removed without damage to the premises. It is specifically understood that Tenant will install a hoist on the premises and that the hoist is not intended to be and will not become a fixture and that Tenant shall remove said hoist at the termination of this lease.

If Tenant should fail to remove all of its property and effects from the demised Premises at the time of any abandonment

th reof, or at any expiration or termination of this lease, then, and in that case, Owner may remove the same and cause the same to be put in storage at the cost and expense and in the name of Tenant, all without responsibility to Owner for damages of any kind.

11. **LOSS OR DAMAGE TO TENANT'S PROPERTY.** All personal property of any kind or description placed in the demised Premises by Tenant shall be at Tenant's sole risk.

12. **SURRENDER OF POSSESSION ON TERMINATION.** Tenant specifically agrees to deliver up and surrender to Owner possession of said Premises together with all buildings located thereon at the expiration or any earlier termination of this lease, the same to be in as good condition and repair as when obtained by Tenant hereunder, excepting only ordinary wear and tear, and excepting damage cause by fire and acts of God. It is the intent of the parties hereto that all buildings and improvements located on the Premises and fixtures that cannot be removed without damage to the structure of the Premises (unless any such damage is repaired) shall, at the termination or expiration of this lease, belong to and be the sole and complete property of the Owner. All of the attachments and fixtures on the Premises at the commencement of the lease shall remain with the Premises upon termination of this lease.

13. **CATASTROPHE CLAUSE.** If the demised premises should be damaged by fire or other catastrophe as to render the premises wholly untenable, and if such damage shall be so great that said premises cannot, with reasonable diligence, be made fit for the Tenant's required use within 30 days after the happening of such event, then and in that event, this lease shall terminate and expire as of the date upon which such damage occurred, and Tenant shall thereupon surrender to Owner the demised premises, and Owner may re-enter and take possession and remove Tenant therefrom. In such a case, Tenant shall pay rent, properly apportioned, up to the date of such termination, and any prepaid rental installments shall be returned to Tenant to the extent that same were unearned on the date of such damage. If, however, the damage shall be such that the premises can be made tenable within said number of days after the

happening of such damage, then the Owner shall repair the damage with all reasonable speed, and the rent shall be abated only for the period during which Tenant shall be deprived of the use of said premises by reason thereof and the repair thereof.

14. NON-WAIVER. No waiver by either party of any breach by the other of any one or more of the conditions or covenants of this lease, whether repeated or not, shall be deemed to imply or constitute a waiver of any rights by reason of any succeeding breach hereunder.

15. TAXES, INSURANCE AND ASSESSMENTS. The Owner shall pay all taxes, assessments, and insurance on the Premises and any building or improvement located thereon. If the Owner fails to pay any such expenses, the Tenant may (but shall have no obligation to) pay the same. The Owner shall immediately reimburse the Tenant for such costs, plus a one time service charge of 5% of such costs. Tenant shall be responsible for its own property and lability insurance.

16. UTILITIES AND SERVICES. The Tenant shall pay all utility charges for the Premises. The Owner shall have responsibility to furnish utilities and any public services to the Premises for the benefit of the Tenant. In other words, if any repairs, maintenance, or replacement is required to any sewer line, water line, gas line, utility line, or other public service located on the Premises, the Owner shall have the obligation to undertake any such repair, maintenance, or replacement, except to the extent the same are necessary as a result of the Tenant's negligence.

17. RENEWAL TERM. At the expiration of the initial term of this lease, the Tenant may renew the same on the same terms and conditions for an additional two years; provided, however, that the rent for such renewal term will be $1,000 per month. If the Tenant desires to exercise the right to renew this lease as provided herein, the Tenant shall give written notice to the Owner of such intent not more than one hundred and twenty (120) days and not less than thirty (30) days before the expiration of the initial term.

18. **ENTIRE AGREEMENT.** Tenant and the Owner acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, other than such as are specifically set forth in this lease agreement, and no amendment or modification of this lease shall be valid or binding unless expressed in writing and signed by the parties hereto in the same manner as this lease. This written lease agreement contains all of the commitments of the parties hereto.

19. **HOLDING AFTER TERMINATION.** It is mutually agreed that if, after the expiration of this lease, Tenant shall remain in possession of said Premises without a written agreement as to such holding, then such holding over the term shall be deemed and taken to be a holding under a tenancy from month to month at a monthly rental equivalent to the last monthly payment herein before provided for, payable on a month to month basis in advance on the same day of each month as above provided, all other terms and conditions of this lease remaining the same.

20. **QUIET POSSESSION.** Owner shall warrant and defend the Tenant in the enjoyment and peaceful possession of the demised premises during the term of this lease against the claim of any and all persons claiming the same adversely to the Owner or adversely to the Tenant during the time that Tenant's rental is timely paid and Tenant is in good standing with respect to other obligations and covenants of the Tenant hereunder.

21. **TIME OF ESSENCE.** Time shall be of the essence with respect to each requirement of this agreement.

22. **ATTORNEYS FEES AND COSTS.** In the event that any party to this agreement should be required to hire an attorney to enforce any right under this agreement against any other party in default of any term, condition or, covenant of this agreement (hereinafter called the "defaulting party"), then the defaulting party

shall be liable to pay the reasonable attorney's fees and costs of the nondefaulting party.

IN WITNESS WHEREOF, said Owner and Tenant have executed this lease agreement effective this 27TH day of MARCH, 1990.

OWNER:

TOMASSI AND SONS LIMITED

By: Louie Tomassi
Title: Partner

TENANT:

HOMCO INTERNATIONAL INC.

By:
Title:

STATE OF WYOMING)
LINCOLN) SS.
COUNTY OF ~~NATRONA~~)

Subscribed and sworn to before me by Louie Tomassi who being first duly sworn did state that he is the Partner of Tomassi and Sons Limited and that this instrument was signed and sealed with corporate authority.

Judy F. Greer
Notary Public
My Commission Expires 2-7-92

My Commission Expires: 11-16-93

STATE OF TEXAS)
) SS.
COUNTY OF Harris)

Subscribed and sworn to before me by _____ who being first duly sworn did state that he is the _____ of Homco International, Inc. and that this instrument was signed and sealed with corporate authority.

_____
Notary Public

My Commission Expires: _____

228493

RECORDED April 9 1990 9:45AM
IN BOOK 57 Misc. PAGE 149
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By Mon Riley

AFFIDAVIT OF HEIRSHIP AND MARITAL HISTORY

D.O. # 94382
DATE 3-27-90

Pertaining to CHRIS C. HADDOCK Deceased

Social Security # 525-58-2381

Date of Death 3/15/90 Age 51 domiciled in YAVAPAI County ARIZONA State.

I, CHRIS D. HADDOCK, of lawful age, being first duly sworn, upon my oath depose and say:

That I was personally well acquainted with the above named decedent, during his/her lifetime, having known him/her for THIRTY years, and was related to decedent as ELDEST SON.

I further state that I was well acquainted with the family and near relatives of said decedent, and with all those who would be heirs at law, and that the following statements and answers are based upon my personal knowledge and they are true and correct:

1 — Did the decedent leave a will? ☐ Yes ☑ No If so, please furnish a photocopy.

2 — If so, has the will been admitted to probate? ☐ Yes ☑ No

Admitted in N/A County N/A State

3 — Has a representative been appointed for the estate of the decedent? ☐ Yes ☑ No

Appointed in N/A County N/A State

4 — If so, give the name and address of the representative:

Name N/A Address N/A

5 — Give the name and address of the surviving spouse of decedent and date of marriage:

☐ NA Date 4/10/59

Name PATRICIA P HADDOCK Address 122 W. 7th AVE APT A CHEYENNE, WY 82001

6 — If decedent was married more than once, complete the following: ☑ NA

	Name	Date of Marriage	Date of Death/Divorce
A			
B			
C			

7 — Please list all SURVIVING children including formally adopted children of decedent: (attach additional sheets if necessary.) ☐ NA

	Complete Name of Child	Date of Birth	Name of Spouse	Complete Address
1.	CHRIS D HADDOCK	5/25/59	LINDA	7110 MATHER AVE, GILLETTE, WY 82716
2.	EDWARD C. HADDOCK	7/27/60	TAMMEY	7110 MATHER AVE, GILLETTE, WY 82716
3.	NEAL W. HADDOCK	11/3/63	MICHELLE	2500 S. HARMONY ROAD #441 FT COLLINS, COLORADO 80525
4.				
5.				
6.				
7.				
8.				

- OVER -

149

8 — Please list each DECEASED child of the decedent: ☐ NA

	Name of Child	Date of Birth	Date of Death	Surviving Spouse	Name of Representative of Estate
1.					
2.					
3.					

9 — Please list children of any deceased son or daughter of decedent: ☑ NA

	Name of Child	Date of Birth	If Dec'd Date/ Death	Complete Address	Father & Mother
1.					
2.					
3.					

10 — If decedent left no children or grandchildren please list all information concerning the father, mother, brothers and sisters: ☑ NA

	Name	Relationship	Age	Date of Death	Address if Living
1.					
2.					
3.					
4.					
5.					
6.					

11 — Please list children of any deceased brother or sister of decedent: ☑ NA

	Name of Child	Date of Birth	Date of Death	Address	Name of Father & Mother
1.					
2.					
3.					
4.					

12 — The states of Texas, California, New Mexico and Louisiana are community property states. If decedent owned property in any or all, please state if such was community or seperate property; or if such was held in Life Estate. ☑ NA

☐ Community ☐ Separate ☐ Life Estate

13 — Have all Federal Estate and State Inheritance taxes owing by decedent's estate been paid? Is so, indicate offices to which taxes paid or furnish tax certificates.

N/A, ESTATE TOO SMALL FOR PROBATE

(Affiant's Signature)

Subscribed and sworn to before me this 24th day of October, 19 90

Notary Public in and for

Natrona County, Wyoming
County State

[illegible] Notary Public
County of Natrona State of Wyoming
My Commission Expires Apr. 8, 1990

My commission expires April 8, 1990

*NA DENOTES NOT APPLICABLE.
ALL QUESTIONS MUST BE COMPLETED

228497

RECORDED April 9 1990 3:a P M
IN BOOK 57 Misc. PAGE 151
FEES $16.a Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mon Riley

EASEMENT

WHEREAS, by a certain Contract For Sale, dated 11/22/89, wherein CHRISTMANN OIL COMPANY, INC., a Wyoming corporation, was Seller and DAVID S. LEW and HELEN S. LEW, husband and wife, and TAMMI W. LEW, a single woman, were Buyers, the Buyers did agree to grant unto Seller a perpetual easement on certain land located in Sweetwater County, Wyoming; and,

WHEREAS, said provision was incorporated as a reservation in that certain Warranty Deed between the parties, as recorded on 11/22/89 at Book 804 of Public Records, page 361-63, in the office of the County Clerk, Sweetwater County, Wyoming; and,

WHEREAS, it was Seller's responsibility to acquire an exact legal description of said easement and to have a supplemental document prepared including said specific description; and,

WHEREAS, said specific description has been acquired and the parties now wish to conclude their legal obligations in regard to said easement and to terminate the related reservation contained in the aforedescribed Warranty Deed:

NOW THEREFORE, IN PARTIAL CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREINAFTER CONTAINED, THE PARTIES DO HEREBY CONTRACT AND AGREE AS FOLLOWS:

I. DAVID S. LEW and HELEN S. LEW, husband and wife, and TAMMI W. LEW, a single woman, do hereby grant, convey and transfer unto CHRISTMANN OIL COMPANY, INC., a Wyoming corporation, the following described easement.

A. An easement over and on the real property described in Exhibit "A", as attached hereto. Said easement shall be for the purposes of useing, maintaining, repairing and modifying the derrick sign and storage shed located on said real property. Said easement shall be for the benefit of, attach to, run with and be appurtenant to the real property described in Exhibit "D" hereto.

B. An easement over and on the real property described in Exhibit "B", as attached hereto. Said easement shall be for the purpose of ingress and egress to and from the easement described in I(A) above. Said easement shall be for the benefit of, attach to, run with and be appurtenant to the real property described in Exhibit "D" hereto.

A plat showing the general location of the easements described above is attached hereto as Exhibit "C". Said plat is for informational purposes only and the specific descriptions set out in Exhibits "A" and "B" shall control in the event of a conflict.

II. CHRISTMANN OIL CO., INC., a Wyoming corporation, does hereby waive and terminate and quitclaim and convey unto DAVID S. LEW and HELEN S. LEW, husband and wife, and TAMMI W. LEW, a single woman, any and all rights that were reserved in and to that certain real property described in Exhibit "E" hereto, by that certain phrase:

> "RESERVING UNTO GRANTOR and its assigns a perpetual easement for the Phillips 66 derrick sign and the storage building located at the base thereof. Said easement shall be for the use, maintenance, repair and modification of said sign and storage building and access thereto. The parties have agreed to a separate specific Easement containing the terms hereof not later than one year from the date of this Warranty Deed which shall supersede and terminate this reservation."

Said phrase being contained in that certain Warranty Deed described above.

DATED this 20th day of March, 1990.

DAVID S. LEW

HELEN S. LEW

TAMMI W. LEW

DATED this 20th day of March, 1990.

ATTEST:

CHRISTMANN OIL COMPANY, INC.,
A Wyoming corporation:

SEAL

BY:

Secretary

ITS:

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing **Easement** was acknowledged before me by DAVID S. LEW, HELEN S. LEW and TAMMI W. LEW, this 20 day of March, 1990.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Easement** was acknowledged before me by CHRISTMANN OIL COMPANY, INC., a Wyoming corporation, by Don Christmann, its President and attested to and sealed by its Secretary, this 20 day of March, 1990.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: My Commission Expires April 26, 1993

EXHIBIT "A"

A parcel of land in the West Half ($W\frac{1}{2}$) of Section 23, Township 19 North, Range 105 West of the 6th P.M., Rock Springs, Sweetwater County, Wyoming described as follows:

Commencing at the northwest corner of said Section 23, thence S.23°21'45"E., 2814.94 feet to the Point of Beginning:
thence S.53°16'39"East, 36.50 feet:
thence S.36°43'21"W., 36.50 feet:
thence N.53°16'39"W., 36.50 feet:
thence N.36°43'21"E., 36.50 feet to the Point of Beginning.

The above described parcel of land contains an area of 1332.25 square feet or 0.031 acres.

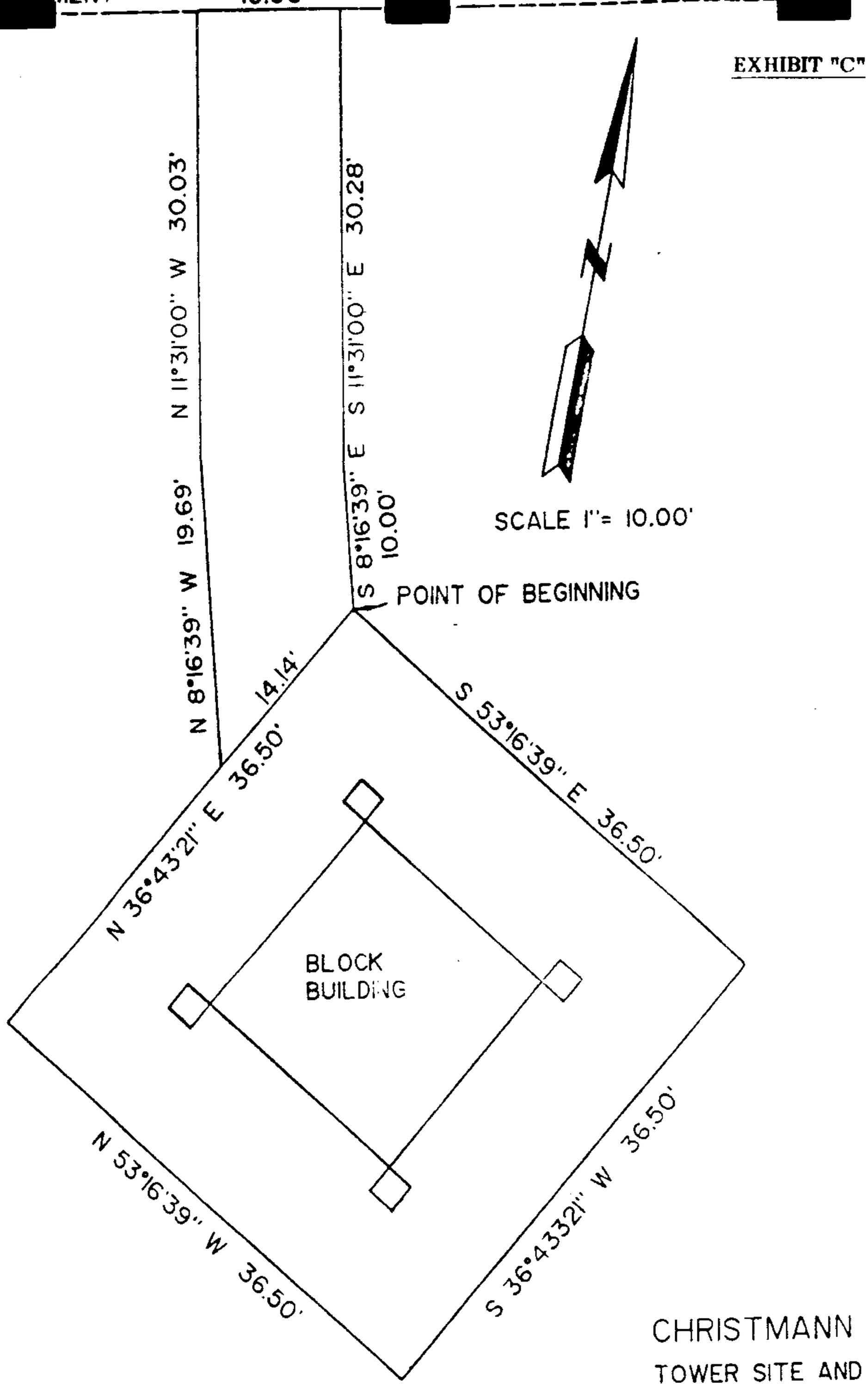
EXHIBIT "B"

A strip of land in the West Half (W½) of Section 23, Township 19 North, Range 105 West of the 6th P.M., Rock Springs, Sweetwater County, Wyoming for ingress and egress, described as follows:

Commencing at the northwest corner of said Section 23, thence S.23°21'45"E., 2814.94 feet to the Point of Beginning;
thence S.36°43'21"W., 14.14 feet;
thence N.08°16'39"W., 19.69 feet;
thence N.11°31'00"W., 30.03 feet to the southerly line of a perpetual easement for a private roadway as described in Book 796, pages 1071-1073 in the Sweetwater County Courthouse;
thence N.78°29'00"E., 10.00 feet along said southerly line of roadway easement;
thence S.11°31'00"E., 30.28 feet;
thence S.08°16'39"E., 10.00 feet to the Point of Beginning.

Said strip of land contains 450.00 square feet or 0.010 acres.

EXHIBIT "C"



SCALE 1"= 10.00'

CHRISTMANN OIL

TOWER SITE AND EASEMENT
SEC. 23, T19N, R105W
SWEETWATER COUNTY, WY.

PREPARED BY:
BENNETT-CARDER & ASSOC. INC.
507 5th STREET
ROCK SPRINGS, WY.

EXHIBIT "D"

A parcel or tract of land, situated in the West Half (W½) of Section 23, Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming, said parcel being more particularly described as follows:

Beginning at a point on the Easterly right-of-way line of U.S. Highway #187, said point being located S.20°29'10"E., a distance of 1371.50 feet and S.11°33'E., a distance of 939.20 feet from the Northwest corner of said Section 23;
thence N.78°29'E., a distance of 643.90 feet to a point:
thence S.11°31'E., a distance of 310.99 feet to a point:
thence S.27°01'W., a distance of 88.19 feet to a point:
thence S.78°29'W., a distance of 588.74 feet to a point on the Easterly right-of-way line of U.S. Highway #187;
thence along the Easterly right-of-way line of U.S. Highway #187, N.11°33'W., a distance of 380.80 feet to the point of beginning.

EXHIBIT "E"

A parcel or tract of land, situated in the West Half (W½) of Section 23, Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming, said parcel being more particularly described as follows:

Beginning at a point on the Easterly right-of-way line of U.S. Highway #187, said point being located S.20°29'10"E., a distance of 1371.50 feet and S.11°33'E., a distance of 1360.0 feet and N.78°27'E., a distance of 10.0 feet from the Northwest corner of said Section 23;
thence N.78°29'E., a distance of 485.57 feet to a point;
thence S.11°31'E., a distance of 181.53 feet to a point;
thence S.78°27'W., a distance of 485.47 feet to a point on the Easterly right-of-way line of U.S. Highway #187;
thence along the Easterly right-of-way line of U.S. Highway #187, N.11°33'W., a distance of 181.0 feet to the point of beginning.

File No. CARLINGERSOLL
E.R./W.O. No. _____

RECEIVED MAR 1 1990

RIGHT-OF-WAY EASEMENT
(Individual)

The undersigned, hereinafter referred to as Grantor (whether singular or plural) do hereby grant to Telephone Utilities of WY a corporation hereinafter referred to as Grantee, its successors and assigns, an easement of right-of-way to enter and re-enter upon, and to construct, reconstruct, repair, operate and maintain its buried telephone line or system, including the necessary wires, conduits, cables and fixtures in, upon, under, over and/across the following described real property in the County of Sublette, in the State of Wyoming, to wit:

Legal description:-
North ½ S.E ¼ of N.E ¼, N ½ of S ½ of S.E ¼ of N.E. ¼ of Section 11, Township 33 N. Range 109 West
Along existing roadway and within the 36' road easement

and in or upon all streets, alleys, roads or highways abutting said tract of land.

The undersigned agree that all wires, cables and other facilities, including all telephone equipment, installed on the above described lands at the Grantee's expense shall remain the property of the Grantee subject to removal at its option.

All rights hereunder shall cease if and when such lines or facilities have been abandoned.

DATED this 22* day of Feb, 19 90.

228569

RECORDED April 13th AT 90 3:20 P M
IN BOOK 57 MISC PAGE 158
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Kyle B. Walker
Sandy C. Walker
Grantor

STATE OF Wyoming by Bethany A. Walker
ss
COUNTY OF Sublette

On this 27 day of February, 19 90 personally appeared before me Kyle Walker to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

Given under my hand and official seal this 27th day of February, 19 90.

SHARRON LEE ZIEGLER-NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires 10-25-93

L.S.

Sharron Lee Ziegler
Notary in and for the State of Wyoming
Residing at Sublette Co
My commission expires 10-25-93

File No. [redacted]
E.R./W.O. No. WO. 90-500
BOUSMAN LIVESTOCK INC.

RIGHT-OF-WAY EASEMENT
(Individual)

The undersigned, hereinafter referred to as Grantor (whether singular or plural) do hereby grant to T.U. OF WYOMING, a corporation hereinafter referred to as Grantee, its successors and assigns, an easement of right-of-way to enter and re-enter upon, and to construct, reconstruct, repair, operate and maintain its buried telephone line or system, including the necessary wires, conduits, cables and fixtures in, upon, under, over and/across the following described real property in the County of SUBLETTE, in the State of WYOMING, to wit:

BEGINNING AT A POINT ON THE SOUTH BOUNDRY LINE 1225' NORTH AND 8' EAST MORE OR LESS, FROM THE S 1/4 CORNER OF SECTION 29 T33N R107W, THEN NORTHWEST APPROXIMATELY 10' TO THE WEST BOUNDRY LINE OF SAID LAND AND BEING IN THE NW 1/4 OF THE SE 1/4 OF SECTION 29. ALONG EXISTING POWERLINE

and in or upon all streets, alleys, roads or highways abutting said tract of land.

The undersigned agree that all wires, cables and other facilities, including all telephone equipment, installed on the above described lands at the Grantee's expense shall remain the property of the Grantee subject to removal at its option.

All rights hereunder shall cease if and when such lines or facilities have been abandoned.

DATED this 13 day of Apr. 1, 19 90.

228570

RECORDED April 13 19 90 3:20 P M
IN BOOK 57 MISC PAGE 154
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Miller

Bousman Livestock, Inc
Bradford N. Bousman, President
Grantor

STATE OF WYOMING
ss
COUNTY OF SUBLETTE

On this 13 day of Apr. 1, 19 90 personally appeared before me Bradford N Bousman to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that He executed the same freely and voluntarily for the uses and purposes therein mentioned.

Given under my hand and official seal this 13 day of Apr. 1, 19 90.

Paul H Anfinson
Notary in and for the State of Wyoming
Residing at 343 S. Shanley Pinedale WY
My commission expires 1-18-94

L.S.

NOTARY PUBLIC SUBLETTE COUNTY

160

File No.
E.R./W.O. No. W.O. 90-501
DON ROGERS JR.

RIGHT-OF-WAY EASEMENT
(Individual)

The undersigned, hereinafter referred to as Grantor (whether singular or plural) do hereby grant to T.U. OF WYOMING, a corporation hereinafter referred to as Grantee, its successors and assigns, an easement of right-of-way to enter and re-enter upon, and to construct, reconstruct, repair, operate and maintain its buried telephone line or system, including the necessary wires, conduits, cables and fixtures in, upon, under, over and/across the following described real property in the County of SUBLETTE, in the State of WYOMING, to wit:

T32N R108 W SECTION 14
BEGINNING AT A POINT APPROXIMATEY 446' WEST OF THE INTERSECTION OF STATE HWY 353 AND COUNTY ROAD 23-210 THEN EAST ALONG THE EXISTING CABLE TO A EXISTING PED APPROXIMATELY 20' WEST OF CENTERLINE OF C.R. 23-210.

and in or upon all streets, alleys, roads or highways abutting said tract of land.

The undersigned agree that all wires, cables and other facilities, including all telephone equipment, installed on the above described lands at the Grantee's expense shall remain the property of the Grantee subject to removal at its option.

All rights hereunder shall cease if and when such lines or facilities have been abandoned.

DATED this 13 day of April, 19 90.

228571
RECORDED April 13th 19 90 3:20P M.
IN BOOK 57 MISC PAGE 160
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Barker

Donald W Rogers Jr
Grantor

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

On this 13 day of April, 1990 personally appeared before me Donald W Rogers JR. to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that He executed the same freely and voluntarily for the uses and purposes therein mentioned.

Given under my hand and official seal this 13 day of April, 1990.

L.S.

Paul H Ransbach
Notary in and for the State of Wyoming
Residing at 343 S Shandoka, Pinedale WYO
My commission expires 1-18-94

EASEMENT

JAMES M. THOMAS and MARGIE J. THOMAS, husband and wife, in consideration of the sum of Ten and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey unto CK Land and Livestock Company, Inc., a Wyoming corporation, the right to locate a road right-of-way easement over and across the certain tract of land located in Sublette County, Wyoming, more particularly described in Exhibit "A" as attached hereto and by this reference incorporated herein as if set forth in full, for ingress and egress to and from the real property described in Exhibit "B" as attached hereto and by this reference incorporated herein as if set forth in full. This easement is non-exclusive and shall be used for roadway purposes only, for agricultural or ranch use. Grantee shall not fence, maintain or otherwise change the presently existing roadway. The easement shall be for the benefit of the real property of Grantee described in Exhibit "B" and shall attach to and run with said real property.

DATED this 7 day of APRIL, 1990.

James M. Thomas
JAMES M. THOMAS

Margie J. Thomas
MARGIE J. THOMAS

CK LAND & LIVESTOCK CO, INC.
A Wyoming corporation

By: Emma Meeks
EMMA MEEKS
President

Carol Copeland
CAROL COPELAND
Secretary/Treasurer

228583

RECORDED April 16 19 90 2:45 P M
IN BOOK 57 Misc PAGE 161
FEES $ 12.00 Mary L. Rankin COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A. Cheney, deputy.

State of Wyoming
County of Sublette

The foregoing instrument was acknowledged before me by James M. Thomas, Margie J. Thomas, Emma Meeks, Carol Copeland, This 7th day of April, 1990.

Witness my hand and official seal.

Robert H. Wilson
Notary Public /Robert H. Wilson

MY COMMISSION EXPIRES: AUGUST 4, 1990

Exhibit A

DESCRIPTION FOR

NORTH COTTONWOOD COUNTY ROAD NO. 23-129

To-wit:--

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

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

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

thence continuing N83°-49'-43"W, 420.5 feet, more or less, to Station 194+63.0;
thence N79°-46'-24"W, 1225.1 feet to Station 206+88.1;
thence S88°-24'-17"W, 1406.6 feet to Station 220+94.7;
thence S80°-24'-26"W, 1202.7 feet to Station 232+97.4;
thence S82°-58'-10"W, 1047.9 feet, more or less, to Station 243+45.3 on the west line of Section 18, T33N, R113W, S00°-20'-50"W, 1774.7 feet from the northwest corner of said Section 18;
thence continuing S82°-58'-10"W, 122.5 feet, more or less, to Station 244+67.8;
thence S80°-26'-46"W, 3314.1 feet to Station 277+81.9;
thence S86°-55'-02"W, 1956.4 feet, more or less, to Station 297+38.3 on the west line of said Section 13, N00°-23'-26"E, 146.2 feet from the west one-quarter corner of said Section 13;
thence continuing S86°-55'-02"W, 2700.4 feet, more or less, to Station 324+38.7;
thence S62°-16'-03"W, 429.8 feet to Station 328+68.5;
thence S55°-21'-33"W, 2582.0 feet to Station 354+50.5;
thence S55°-05'-01"W, 104.6 feet, more or less, to Station 355+55.1 on the west line of said Section 14, T33N, R114W, N00°-17'-42"E, 904.1 feet from the southwest corner of said Section 14;
thence continuing S55°-05'-01"W, 1561.4 feet, more or less, to Station 371+16.5 on the south line of said Section 15, T33N, R114W, N89°-33'-52"W, 1366.14 ft from said southwest corner of Section 14;
thence continuing S55°-05'-01"W, 2692.5 feet, more or less, to Station 398+09.0;
thence S56°-10'-40"W, 1332.8 feet to Station 411+41.8;
thence S59°-16'-12"W, 904.9 feet, more or less, to Station 420+46.7 on the west line of said Section 22, T33N, R114W, S00°-08'-04"W, 176.3 feet from the west one-quarter corner of said Section 22;
thence continuing S58°-16'-12"W, 131.3 feet, more or less, to Station 421+78.0;
thence S50°-02'-09"W, 2033.5 feet to Station 442+11.5;
thence S38°-04'-20"W, 1245.1 feet to Station 454+56.6;
thence S31°-56'-44"W, 122.4 feet, more or less, to Station 455+79.0 on the south line of said Section 21, T33N, R114W, S89°-13'-03"E, 124.6 feet from the south one-quarter corner of said Section 21;
thence continuing S31°-56'-44"W, 370.5 feet, more or less, to Station 459+49.5;
thence S40°-32'-15"W, 839.0 feet to Station 467+88.5;
thence S47°-43'-39"W, 906.3 feet to Station 476+94.8;
thence S42°-48'-22"W, 279.0 feet to Station 479+73.8;
thence S54°-57'-24"W, 218.7 feet to Station 481+92.5;
thence S71°-46'-08"W, 509.9 feet to Station 487+02.4;
thence S79°-25'-18"W, 257.4 feet to Station 489+59.8;
thence N88°-55'-38"W, 238.4 feet, more or less, to Station 491+98.2 on the west line of said Section 28, T33N, R114W, N00°-03'W, (BLM Record) 539.6 feet from the west one-quarter corner of said Section 28;
thence continuing N88°-55'-38"W, 860.9 feet, more or less, to Station 500+59.1;
thence N67°-09'-12"W, 378.1 feet to Station 504+37.2;
thence N76°-18'-35"W, 186.1 feet to Station 506+23.3;
thence S86°-34'-28"W, 445.7 feet to Station 510+69.0;
thence S76°-01'-26"W, 826.2 feet, more or less, to Station 518+95.2 the POINT OF ENDING on the west line of the S½NE¼ of Section 29, T33N, R114W, S00°-21'-15"W, 2122.9 feet from the north one-quarter corner of said Section 29;

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

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

13 August 1981

ROAD # 164 Exhibit B

Dist. 9 Parcel 09-00-00607

K SK LAND & LIVESTOCK CO., INC.
c/o Emma Meeks
P. O. Box 429
Big Piney, Wyoming 83113

OCR. 715, 716

REAL ESTATE 237 Cottonwood Rye; ROCC 23-117

NE				NW				SE				SW							
NE	NW	SE	SW	NE	NW	SE	SW	NE	NW	SE	SW	NE	NW	SE	SW	Sec.	Twp.	Rng.	Tot.
										x	x			x	x	20	33	12	160
		x	x			x		x	x	x	x	x		x	x	21	"	"	400
											x	x	x	x	x	22	"	"	200
				x	x											27	"	"	80
x	x			x	x											28	"	"	160
x	x			x	x											29	"	"	160
						2			x	x			3	x	4	7	33	13	257
x	x	x	x	x	x	x	2	x	x	x	x	x	3	x	4	18	"	"	636
							x	x	x	x	x	x	x			24	"	"	280
1	2	x	x	3	4	x	x	x	x	x	x	x	x	x	x	2	33	14	641
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	11	"	"	640
						x		x	x	x	x	x	x	x	x	12	"	"	360
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	13	"	"	640
	x	x	x	x	x	x	x	x	x	x	x			x		14	"	"	520
	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	15	"	"	640
		x	x		x	x	x	x	x	x	x	x	x	x	x	22	"	"	560

L. No. Classification	Acres	Line	Number	Value
010 Suburban				
020 Irrig. Group A				
030 Irrig. Group B				
040 Irrig. Group C 171		330		
050 Irrig. Group D		360		
070 Grazing Group A 484		380		
071 Grazing Group B 50				
072 Grazing Group C 4336		670		148 154
073 Grazing Group D 519		680		567 [illegible]
074 Grazing Group E 274	[illegible]	690		874 912
080 Farmstead				
090 Timber		800		[illegible] 89 1422 86
100 Other Lands				
110 Waste & Bog		DC CAI 53		75 466
120 Summer Home, Resort, etc.		[illegible]		[illegible] 37 347
130 Lands exempt A C mineral production		INC D" 46		27 37
140 TOTAL TAXABLE LANDS 5934	[illegible]	NA C 5 [illegible]		23 123
150 Imps on agricultural lands 780	3893	[illegible]		
160 Imps on other rural lands	3757 84	930 47		[illegible] 296
170 Imps on lands not taxable		[illegible]		[illegible] 98
180 TOTAL IMPROVEMENTS ON LAND	3893 82			
15,200 - Dep				
[illegible]		5,000 L 42,500 B 47,500 CAMA		

CK LAND & LIVESTOCK COMPANY, INC. Dist. 9 Parcel 09-00-00607

OCR -

REAL ESTATE

NE				NW				SE				SW				Sec.	Twp.	Rng.	Tot.
NE	NW	SE	SW	NE	NW	SE	SW	NE	NW	SE	SW	NE	NW	SE	SW				
X	X	X	X	X	X	X	X					X	X	X	X	23	11	11E	450
				X	X	X	X									26	11	11E	360
				X	X	X	X									27	11	11E	320
X	X	X	X	X	X	X	X												

L. No. Classification	Acres	Line Number	Value
010 Suburban			
020 Irrig. Group A			
030 Irrig. Group B		330	
040 Irrig. Group C	171	360	
050 Irrig. Group D		360	
070 Grazing Group A	484		
071 Grazing Group B	50	670	148
072 Grazing Group C	1336	680	567
073 Grazing Group D	519	690	374 710
074 Grazing Group E	274		
080 Farmstead		800	1422
090 Timber			
100 Other Lands		DC CRP	466
110 Waste & Bog		17 A	34 347
120 Summer Home, Resort, etc.		IRR II	37
130 Lands exempt A C mineral production		WRP	173
140 TOTAL TAXABLE LANDS	5934		
150 Imps on agricultural lands	3895		296
160 Imps on other rural lands			78
170 Imps on lands not taxable			
180 TOTAL IMPROVEMENTS ON LAND	3895		
1990 - Dep		5000 12,500	10,500 CAMA

File No.
E.R./W.O. No. 90-706

RIGHT-OF-WAY EASEMENT
(Individual)

The undersigned, hereinafter referred to as Grantor (whether singular or plural) do hereby grant to Telephone Utilities of Wyoming, a corporation hereinafter referred to as Grantee, its successors and assigns, an easement of right-of-way to enter and re-enter upon, and to construct, reconstruct, repair, operate and maintain its buried telephone line or system, including the necessary wires, conduits, cables and fixtures in, upon, under, over and/across the following described real property in the County of Sublette, in the State of Wyoming, to wit: Beginning on the west boundary line of the grantors' land at a point in the east right-of-way fence line of state highway # 352 thence easterly down the south section line of section 22, T34N, R110W for a distance of 1655' more or less. This cable will be placed within 10' of the existing fence and all above ground fixtures will be placed in the fence line.

and in or upon all streets, alleys, roads or highways abutting said tract of land.

The undersigned agree that all wires, cables and other facilities, including all telephone equipment, installed on the above described lands at the Grantee's expense shall remain the property of the Grantee subject to removal at its option.

All rights hereunder shall cease if and when such lines or facilities have been abandoned.

DATED this 17 day of April, 19 90.

228594

RECORDED: April 17 AT 9:35 A.M.
IN BOOK: 57 MISC PAGE: 166
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Floyd L. Briggs Jr.
Kathryn J. Briggs
Grantor

by Bethany A. Walker

STATE OF Wyoming
ss
COUNTY OF Sublette

On this 17 day of April, 19 90 personally appeared before me Floyd L. Briggs JR and Kathryn J. Briggs to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged to me that They executed the same freely and voluntarily for the uses and purposes therein mentioned.

Given under my hand and official seal this 17 day of April, 19 90.

Paul F. Amfahr
Notary in and for the State of Wyoming
Residing at Pinedale, wyo
My commission expires 1-18-94

L.S.

NOTARY PUBLIC SUBLETTE CTY.

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 MERGER OF "EMP OPERATING COMPANY, A LIMITED PARTNERSHIP", A LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, MERGING WITH AND INTO "EMP OPERATING COMPANY (DELAWARE), LIMITED PARTNERSHIP", A LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE UNDER THE NAME OF "EMP OPERATING COMPANY (DELAWARE), LIMITED PARTNERSHIP" AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF MARCH, A.D. 1990, AT 10:30 O CLOCK A.M.

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

DEPARTMENT OF STATE
OFFICE OF THE SECRETARY OF STATE
1835 1793 1970
DELAWARE

Michael Harkins, Secretary of State

228595 AUTHENTICATION: 2599305

DATE: 03/30/1990

9909899001

RECORDED April 17 1990 2:30 PM
IN BOOK 57 Misc. PAGE 167
FEES 8.00 Mary C. Lunsford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

CERTIFICATE OF MERGER

OF

FMP OPERATING COMPANY (DELAWARE), LIMITED PARTNERSHIP

March 30, 1990

The undersigned limited partnership formed and existing under and by virtue of the Delaware Revised Uniform Limited Partnership Act, 6 Del.C. § 17-101, et seq. (the "Act"),

DOES HEREBY CERTIFY:

FIRST: The name and jurisdiction of formation or organization of each of the constituent entities which are to merge are as follows:

Name	Jurisdiction of Formation or Organization
FMP Operating Company, a Limited Partnership	Texas
FMP Operating Company (Delaware), Limited Partnership	Delaware

SECOND: An Agreement and Plan of Merger has been approved and executed by (i) FMP Operating Company (Delaware), Limited Partnership in accordance with Section 17-211 of the Act and (ii) by FMP Operating Company, a Limited Partnership in accordance with Section 2.11 of the Texas Revised Limited Partnership Act.

THIRD: The name of the surviving limited partnership is FMP Operating Company (Delaware), Limited Partnership.

FOURTH: The certificate of limited partnership of FMP Operating Company (Delaware), Limited Partnership, a Delaware limited partnership, the surviving limited partnership, shall be the certificate of limited partnership of the surviving limited partnership.

FIFTH: The merger of FMP Operating Company, a Limited Partnership into FMP Operating Company (Delaware), Limited Partnership will be effective at 11:30a.m. (Eastern Standard Time) on the date of the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

SIXTH: The executed Agreement and Plan of Merger is on file at the principal place of business of the surviving limited partnership. The address of the principal place of business of the surviving limited partnership is 1615 Poydras Street, New Orleans, Louisiana 70112.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving limited partnership, on request and without cost, to any partner of the surviving limited partnership, or any partner of FMP Operating Company, a Limited Partnership.

FMP OPERATING COMPANY (DELAWARE),
LIMITED PARTNERSHIP

By: Freeport-McMoRan Oil & Gas Company,
as Managing General Partner

By: _____
Name: Ronald Grossman
Title: Vice President

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 MERGER OF "FMP OPERATING COMPANY (DELAWARE), LIMITED PARTNERSHIP", A LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, MERGING WITH AND INTO "FREEPORT-MCMORAN OIL & GAS COMPANY", A DOMESTIC CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE UNDER THE NAME OF "FREEPORT-MCMORAN OIL & GAS COMPANY" AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF MARCH, A.D. 1990, AT 11:45 O'CLOCK A.M.

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

Michael Harkins, Secretary of State

AUTHENTICATION: 2601090

DATE: 03/31/1990

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99908900?

RECORDED April 17 1990 2:30 PM
IN BOOK 57 Misc. PAGE 170
FEES 8.00 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mona Riley

CERTIFICATE OF MERGER

of

FREEPORT-McMoRan OIL & GAS COMPANY

March 30, 1990

The undersigned corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: The name and jurisdiction of formation or organization of each of the constituent entities which are to merge are as follows:

Name	Jurisdiction of Formation or Organization
FMP Operating Company (Delaware), Limited Partnership	Delaware
Freeport-McMoRan Oil & Gas Company	Delaware

SECOND: An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by (i) FMP Operating Company (Delaware), Limited Partnership in accordance with Section 17-211 of the Delaware Revised Uniform Limited Partnership Act and (ii) by Freeport-McMoRan Oil & Gas Company in accordance with Section 263 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving entity is Freeport-McMoRan Oil & Gas Company.

FOURTH: The certificate of incorporation of Freeport-McMoRan Oil & Gas Company, a Delaware corporation, the surviving entity, shall be the certificate of incorporation of the surviving entity.

FIFTH: The merger of FMP Operating Company (Delaware), Limited Partnership into Freeport-McMoRan Oil & Gas Company shall be effective upon the filing of this Certificate of Merger.

SIXTH: The executed Agreement and Plan of Merger is on file at the principal place of business of the surviving entity. The address of the principal place of business of the surviving entity is 1615 Poydras Street, New Orleans, Louisiana 70112.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving entity on request and without cost, to any partner of FMP Operating Company (Delaware), Limited Partnership, or any shareholder of Freeport-McMoRan Oil & Gas Company.

FREEPORT-McMoRan OIL & GAS COMPANY

By: _____
Title: Vice President

ATTEST:

By: _____
Title: Secretary

WATER WELL AGREEMENT

WHEREAS, ENIS CROFUTT and BARBARA CROFUTT, husband and wife, hereinafter referred to as Crofutts, are the owners of a certain tract of real property located in Sublette County, Wyoming, hereinafter referred to as the **Crofutt Property** and is described as:

> That part of Lot Three (3), Cross Lazy Two Subdivision, Sublette County, Wyoming, described as follows:
>
> Beginning at the Southwest corner of said Lot Three (3);
> thence, S.87°29'38"E., along the south line of said Lot Three (3), a distance of 589.83 feet;
> thence, North 714.87 feet;
> thence, West 589.27 feet to a point on the West line of said Lot Three (3);
> thence, South along the West line of said Lot Three (3) a distance of 727.29 feet to the point of beginning.

WHEREAS, KENNY MEEKS and JOLEEN MEEKS, husband and wife, hereinafter referred to as Meeks, are owners of a certain tract of real property located in Sublette County, Wyoming, hereinafter referred to as the **Meeks Property** and described as follows:

> Lot Seven (7), Cross Lazy Two Subdivision, Sublette County, Wyoming as the same appears of record 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;

WHEREAS, GORDON L. JAMES and SHARON W. JAMES, husband and wife, hereinafter referred to as James are owners of certain tracts of real property located in Sublette County, Wyoming, hereinafter referred to as the **James Property A** and the **James Property B** and respectively described as:

> **James Property A:**
> Lot Four (4), Cross Lazy Two Subdivision, Sublette County, Wyoming as the same appears of record 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;
>
> **James Property B:**
> Lot Eight (8), Cross Lazy Two Subdivision, Sublette County, Wyoming as the same appears of record 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;

WHEREAS, there is located on the **Crofutt Property** at a point approximately 240 feet north of the **Crofutt Property's** south boundary and 220 feet east of the **Crofutt Property's** west boundary a water well that provides water to all three of the above described parcels of real property; and,

WHEREAS, the parties hereto wish to establish their respective rights in and to said water well and the water drawn therefrom and their respective duties and obligations relating to the maintenance, repair and expenses of operating said water well; and,

WHEREAS, the electricity to the well pump is metered through the Crofutts' residential meter;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Crofutts, Meeks and James shall have equal rights to draw, appropriate

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RECORDED April 19 19 90 9:10 A M
IN BOOK 57 Misc. PAGE 173
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

and use, for domestic purposes, an equal share of the water produced from the aforedescribed water well. Said water shall only be used on the **Crofutt Property** the **Meeks Property** and the **James Property A.**

A. Said rights are for the benefit of the **Crofutt Property**, the **Meeks Property** and the **James Property A**, and are appurtenant to, attached to and run with said properties.

2. Crofutts shall pay for the electric power to operate the water well pump. In the event Crofutts shall choose to terminate the power to their residence or act otherwise so that power cannot be metered through their residential meter to said pump, Meeks and James shall at their sole expense provide for the construction of a separate power circuit and meter for the water well pump. Crofutts may also construct said separate circuit and meter at any time at their option. An easement is hereby mutually granted to Meeks and James over an on the **Crofutt Property** for reasonable access to the concerned water well for repair and maintenance and for the construction of the separate power circuit and meter referred to above. These easements are for the benefit of the **Meeks Property** and **James Property A** and are appurtenant to, attached to and run with said properties.

3. Meeks and James shall each pay to Crofutts as their share of the electricity costs for said water well pump for so long as the pump is metered through Crofutts meter, the sum of $10.00 per month on the first day of each and every month. Said monthly payments shall be adjusted annually commencing on 1/1/91 to reflect any increase in electrical rate changes to Crofutts. Upon the pump being placed on a separate meter, each party shall pay one-third (1/3) of the monthly electricity cost for every billing period during which any respective party either resides on their property at any time or uses any amount of water during said billing periods.

4. In addition to the electrical power costs described above, each party shall pay one-third (1/3) in all expenses connected with the repair and maintenance of said water well pump and all commonly utilized accessories thereto. Provided that any repair or maintenance to any water line, pressure tank or other accessory portion of the system which is used only by one party shall be the sole responsibility of the respective party using such accessory portion.

5. Crofutts hereby grant unto James an easement for the purpose of access to the existing pipes from the water well to the **James Property A.** Said easement shall be for the purpose of maintaining and repairing said pipes and shall extend ten (10) feet from the water well in all directions and four (4) feet on either side of a line commencing at the center of said water well and running southeasterly to a point on the south boundary of the **Crofutt Property.** Said point being located approximately 440 feet east from the southwest corner of the **Crofutt Property.** This easement is for the benefit of the **James Property A** and is appurtenant to, attached to and runs with the **James Property A.**

6. Crofutts hereby grant unto Meeks an easement for the purpose of access to the existing pipes from the water well to the **Meeks Property.** Said easement shall be for the purpose of maintaining and repairing said pipes and shall extend ten (10) feet from the water well in all directions and four (4) feet on either side of a line commencing at the center of said water well and running southwesterly

to a point on the east boundary of the **Crofutt Property.** Said point being located approximately 176 feet north of the southwest corner of the **Crofutt Property.** This easement is for the benefit of the **Meeks Property** and is appurtenant to, attached to and runs with the **Meeks Property.**

7. James hereby grant unto Meeks an easement for the purpose of access to the existing pipes from the concerned water well. Said easement shall be for the purpose of maintaining and repairing said pipes and shall extend four (4) feet on either side of a line commencing approximately on the east boundary of **James Property B,** approximately 176 feet north of the southeast corner of the **James Property B** and running southwesterly to a point on the south boundary of the **James Property B.** Said point being located approximately 530 feet west of the southeast corner of the **James Property B.** This easement is for the benefit of the **Meeks Property** and is appurtenant to, attached to and runs with the **Meeks Property.**

8. In the event that a water well is drilled on either of the **James Property A** or the **Meeks Property** and said well yields water of a quality and amount sufficient for domestic use, all easements and rights granted herein for the benefit of the property on which the new well is drilled shall be terminated.

9. The Meeks or any successor owner of the **Meeks Property** may terminate the rights and duties attached herein to the **Meeks Property** by executing and recording a document releasing the other parcels of property described herein from any and all obligations, easements or duties created hereby.

10. The James or any successor owner of the **James Property A** may terminate the rights and duties attached herein to the **James Property A** by executing and recording a document releasing the other parcels of property described herein from any and all obligations, easements or duties created hereby.

DATED this 22 day of March, 1990.

CROFUTTS:

Enis Crofutt
ENIS CROFUTT

Barbara Crofutt
BARBARA CROFUTT

DATED this 16 day of April, 1990.

MEEKS:

Kenny B. Meeks
KENNY MEEKS

Joleen Meeks
JOLEEN MEEKS

DATED this 16 day of April, 1990.

JAMES:

GORDON L. JAMES

SHARON W. JAMES

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Water Well Agreement** was acknowledged before me by ENIS CROFUTT and BARBARA CROFUTT, this 23rd day of March, 1990.

Witness my hand and official seal.

Kathryn Johnsey ... Notary Public ... County of Sublette ... Wyoming ... My Commission Expires 2-11-92

My Commission Expires: 2-11-92

NOTARY PUBLIC

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Water Well Agreement** was acknowledged before me by KENNY MEEKS and JOLEEN MEEKS, this 6th day of April, 1990.

Witness my hand and official seal.

Kathryn Johnsey ... 2-11-92

My Commission Expires: 2/11/92

NOTARY PUBLIC

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Water Well Agreement** was acknowledged before me by GORDON L. JAMES and SHARON W. JAMES, this 6th day of April, 1990.

Witness my hand and official seal.

Kathryn Johnsey ... Notary Public ... County of Sublette ... Wyoming ... My Commission Expires 2-11-92

My Commission Expires: 2-11-92

NOTARY PUBLIC

IN THE DISTRICT COURT, NINTH JUDICIAL DISTRICT
COUNTY OF SUBLETTE, STATE OF WYOMING

IN THE MATTER OF THE DETERMINATION OF HEIRSHIP OF LUCILLA MIRANDA COOPER a/k/a Lucille M. Cooper, Deceased.	Probate No. 1326

DECREE OF DETERMINATION OF HEIRSHIP AND INTEREST IN LAND

On the 15th day of February, 1990, the above captioned matter came on before the Court for hearing, pursuant to prior assignment and Order, on the Petition for Determination of Heirship and Interest In Land, as heretofore filed herein by the Petitioner, and the Court, having reviewed the file of record and being duly advised in the premises, makes the following:

FINDINGS OF FACT

1. That the aforesaid Petition, as heretofore filed herein, is sufficient and complete and in accordance with law, under W.S. 2-9-201.

2. That due and proper notice of this hearing has been given in accordance with prior order of this Court; that there is on file of record herein an Affidavit of Publication of Notice, showing compliance with W.S. 2-9-202, and there is also on file of record herein an Affidavit of Mailing, showing due compliance with W.S. 2-9-202, and W.S. 2-7-205.

3. That there is on file of record herein a Statement of Valuation of Asset of Decedent, which value is not sufficient to require the filing of a Form 706 Inheritance Tax Return with the Federal Government thus, there are no federal taxes due and thus, there are no taxes due to the State of Wyoming by the above captioned estate, or on account of the death of the above named decedent.

4. That the above named decedent died October 7, 1986.

5. That more than two years have elapsed since the date of death of decedent.

6. That the decedent died seized of an interest in land

RECORDED April 19 90 11:45 AM
IN BOOK 57 MISC PAGE 177
Marilyn M. Jensen COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

228611

FILED
BY: Marilyn M. Jensen
APR 13 1990
By Dana Lenn - Deputy
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

177

located in Sublette County, Wyoming, to-wit:

An undivided one-third (1/3) of eight-thirtyfifths (8/35) interest in and to the following property to wit:

Township 28 North, Range 112 West of the 6th P.M., Sublette County, Wyoming
Section 19: Lot 2 (SW¼NW¼), SE¼NW¼;

Township 28 North, Range 113 West of the 6th P.M., Sublette County, Wyoming
Section 17: Tract 38 (fka NE¼SW¼) and Tract 40 (fka SW¼SE¼);
Section 21: Tract 42 (fka SE¼NW¼).

An undivided one-third (1/3) of one-half (½) interest in and to the oil, gas and other minerals of the following property to-wit:

Township 28 North, Range 112 West of the 6th P.M., Sublette County, Wyoming
Section 23: Lot 9;
Section 26: NE¼NW¼;

ALSO KNOWN AS THE TOWN OF MIDWAY AS PLATTED APRIL 16, 1918, consisting Blocks 1 through 21, inclusive. However, excepting and excluding Lots 20 and 21 in Block 8, Town of Midway, Sublette County, Wyoming.

An undivided one-third (1/3) interest in and to the oil, gas and other minerals of the following property to-wit:

Township 28 North, Range 112 West of the 6th P.M., Sublette County, Wyoming
Section 23: W½SW¼;
Section 26: W½NW¼.

An undivided one-third (1/3) of one-half (½) interest in and to the oil, gas and other minerals of the following property to-wit:

Township 28 North, Range 112 West of the 6th P.M., Sublette County, Wyoming
Section 23: Lots 6, 10 and 11;
Section 26: Lots 2, 3, 4 and 10 and NW¼SW¼.

7. That there has been no previous record judicial determination of the decedent's heirs or the right of descent of the aforesaid real property interest.

8. That the heirs-at-law of the decedent upon the decedent's date of death, and the decree of kinship of each to the decedent, are as follows:

KATHRYN C. CATALANO, Daughter

9. That no objections, written or oral, have been filed with the Court by any party whomsoever, as to the above captioned cause.

Based upon the aforesaid, the Court makes the following:

CONCLUSIONS OF LAW

1. That the Court has full and complete jurisdiction over the

subject matter and all interested parties in this cause.

2. That the file of record herein is complete and meets all the requirements of W.S. 2-9-201, 2-9-202 and 2-9-203 for the relief prayed for in the Petition.

3. That the Petitioner is entitled to relief as prayed for in the Petition heretofore filed herein.

DECREE

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the decedent, Lucilla Miranda Cooper a/k/a Lucille M. Cooper, died on the 7th day of October, 1986.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that at the aforesaid date of death of the aforesaid decedent, she left surviving her as her sole heir-at-law:

KATHRYN C. CATALANO

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following named person is the present owner of the following described real estate as herein setforth:

An undivided one-third (1/3) of eight-thirtyfifths (8/35) fee simple interest in and to the following property to wit:

Township 28 North, Range 112 West of the 6th P.M., Sublette County, Wyoming

Section 19: Lot 2 (SW¼NW¼), SE¼NW¼;

Township 28 North, Range 113 West of the 6th P.M., Sublette County, Wyoming

Section 17: Tract 38 (fka NE¼SW¼) and
Tract 40 (fka SW¼SE¼);
Section 21: Tract 42 (fka SE¼NW¼).

An undivided one-third (1/3) of one-half (½) interest in and to the oil, gas and other minerals of the following property to-wit:

Township 28 North, Range 112 West of the 6th P.M., Sublette County, Wyoming

Section 23: Lot 9;
Section 26: NE¼NW¼;

ALSO KNOWN AS THE TOWN OF MIDWAY AS PLATTED APRIL 16, 1918, consisting Blocks 1 through 21, inclusive. However, excepting and excluding Lots 20 and 21 in Block 8, Town of Midway, Sublette County, Wyoming.

An undivided one-third (1/3) interest in and to the oil, gas and other minerals of the following property to-wit:

Township 28 North, Range 112 West of the 6th P.M., Sublette County, Wyoming

Section 23: W½SW¼;
Section 26: W½NW¼.

An undivided one-third (1/3) of one-half (½) interest in and to the oil, gas and other minerals of the following property to-wit:

Township 28 North, Range 112 West of the 6th P.M., Sublette County, Wyoming

Section 23: Lots 6, 10 and 11;
Section 26: Lots 2, 3, 4 and 10 and NW¼SW¼.

said person, and their respective fractional share being:

KATHRYN C. CATALANO — One hundred percent (100%)

Dated April 13, 1990.

JUDGE

THE STATE OF WYOMING

COUNTY OF SUBLETTE

MARILYN M. JENSEN, 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

SUBLETTE COUNTY

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

LOUIS A. NIELSEN, of said County and State, being first duly sworn on her oath, deposes and says:

That he is the husband of MAYME CLARE NIELSEN, deceased, who died April 1, 1990 in Garfield County, Colorado.

That at the time of the death of MAYME CLARE NIELSEN, she owned certain real property by virtue of a certain Warranty Deed; said land being more particularly described as follows:

> Lot Fifty-Three (52), Block Eight (8), Barger 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;

Said Deed being recorded in the office of the Sublette County Clerk on the 26th day of June, 1986, in Book 26 of Deeds, page 533.

That the deceased, MAYME CLARE NIELSEN is one and the same person as MAYME CLARE NIELSEN, one of the grantees in the beforementioned Warranty Deed and that the affiant, LOUIS A. NIELSEN is one and the same person as the said LOUIS A. NIELSEN the other grantee in the beforementioned 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 MAYME CLARE NIELSEN, deceased, all equity, right, title and interest in the beforementioned real property passed to and was vested in LOUIS A. NIELSEN.

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 said MAYME CLARE NIELSEN, deceased.

DATED this 20 day of April, 1990.

x Louis A Nielsen
LOUIS A. NIELSEN

Subscribed and sworn to before me by LOUIS A. NIELSEN, this 20th day of April, 1990.

Witness my hand and official seal.

Bethany A. Miller
NOTARY PUBLIC

My Commission Expires: 4/25/92

228623

RECORDED April 20 1990 1:15 P M
IN BOOK 57 Misc. PAGE 181
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

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CERTIFICATION OF VITAL RECORD

STATE OF COLORADO

STATE OF COLORADO

CERTIFICATE OF DEATH

(PHYSICIAN OR CORONER)

STATE FILE NUMBER

87-13

DECEDENT

1. DECEDENT'S NAME (First, Middle, Last): Mayme Clare NIELSEN
2. SEX: F
3. DATE OF DEATH (Month, Day, Year): April 1, 1990
4. SOCIAL SECURITY NUMBER: 491-07-8431
5a. AGE - Last Birthday (Years): 72
5b. UNDER 1 YEAR: Mos. / Days
5c. UNDER 1 DAY: Hrs. / Mins.
6. DATE OF BIRTH (Month, Day, Year): August 2, 1917
7. BIRTHPLACE (City and State or Foreign Country): Bogalusa, Louisiana
8. WAS DECEDENT EVER IN U.S. ARMED FORCES? ☐ Yes ☒ No
9a. PLACE OF DEATH (Check only one): HOSPITAL: ☐ Inpatient ☐ ER/Outpatient ☐ DOA; OTHER: ☒ Nursing Home ☐ Residence ☐ Other (Specify)
9b. FACILITY NAME (If not institution, give street and number): E. Dene Moore Memorial Home
9c. CITY, TOWN, OR LOCATION OF DEATH: Rifle
9d. COUNTY OF DEATH: Garfield
10a. OCCUPATION (Give kind of work done during most of working life. Do not use retired.): Secretary
10b. KIND OF BUSINESS/INDUSTRY: U. S. Goverment
11. MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify): Married
12. SPOUSE (If wife, give maiden name): Louis A. Nielsen
13a. RESIDENCE-STATE: Wyoming
13b. COUNTY: Sublette
13c. CITY, TOWN, OR LOCATION: Pinedale
13d. STREET AND NUMBER: Post Office Box 957
13e. INSIDE CITY LIMITS? ☐ Yes ☒ No
13f. ZIP CODE: 82941
14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes - If yes, specify Cuban, Mexican, Puerto Rican, etc.) ☒ No ☐ Yes Specify:
15. RACE - American Indian, Black, White, etc. (Specify): White
16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary or Secondary (0 through 12) College (13 through 16 or 17+): 13

PARENTS

17. FATHER-NAME (First, Middle, Last): Rudolph Kolene
18. MOTHER-NAME (First, Middle, Last (Maiden Name)): Myrtle Medley
19. INFORMANT-NAME and relationship to deceased: Louis A. Nielsen

DISPOSITION

20a. METHOD OF DISPOSITION: ☐ Burial ☒ Cremation ☐ Removal from State ☐ Donation ☐ Other (Specify)
20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): Western Slope Crematory
20c. LOCATION - City or Town, State: Glenwood Springs, Colorado
21. SIGNATURE OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH: ▶ Orval L. Sowder
22. NAME AND ADDRESS OF FACILITY: Sowder Funeral Home, 425 W 3rd St., Rifle, Colorado ZIP 81650
23. TIME OF DEATH: 7:00 PM M
24. DATE PRONOUNCED DEAD: Month April, Day 1, Year 1990, Hour 7:15P
25. WAS CORONER NOTIFIED? (Yes or No): No

CERTIFIER

TO BE COMPLETED ONLY BY CERTIFYING PHYSICIAN

26. To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner as stated.
Signature ▶ R Scott Haskins MD
28. DATE SIGNED (Month, Day, Year): 4-4-90

TO BE COMPLETED BY CORONER

27. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place, and due to the cause(s) and manner as stated.
Signature ▶
29. DATE SIGNED (Month, Day, Year)

30. NAME, TITLE AND MAILING ADDRESS OF CERTIFIER/CORONER (Type/Print): R. Scott Haskins, M.D., 525 Aspen Avenue, Rifle, Colorado ZIP 81650
31. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type/Print)

32. REGISTRAR'S SIGNATURE: ▶ Mallie Reagan
33. DATE FILED (Month, Day, Year): April 4- 1990
34. MANNER OF DEATH: ☒ Natural ☐ Pending Investigation ☐ Accident ☐ Suicide ☐ Undetermined Manner ☐ Homicide
35a. DATE OF INJURY (Month, Day, Year)
35b. TIME OF INJURY
35c. INJURY AT WORK? ☐ Yes ☐ No
35d. DESCRIBE HOW INJURY OCCURRED
35e. PLACE OF INJURY-At home, farm, street, factory, office building, etc. (Specify)
35f. LOCATION (Street and Number or Rural Route Number, City, County, State)

CAUSE OF DEATH

36. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).) Do not enter mode of dying, e.g. Cardiac or Respiratory Arrest.

PART I CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST (c)

(a) OAT CELL CARCINOMA of LUNG — Interval between onset and death: 1 month
DUE TO OR AS A CONSEQUENCE OF
(b) — Interval between onset and death:
DUE TO OR AS A CONSEQUENCE OF
(c) — Interval between onset and death:

PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause in PART I (e.g., alcohol abuse, obesity, smoker).

37. AUTOPSY (Yes or No): No
38. IF YES were findings considered in determining cause of death?

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD WHICH IS IN MY CUSTODY.

CL0008669

DATE ISSUED
April 4-1990

Mallie Reagan
STATE REGISTRAR/LOCAL REGISTRAR

Do not accept unless prepared on security paper with engraved border displaying the Colorado state seal and signature of the Registrar. PENALTY BY LAW, Section 25-2-118, Colorado Revised Statutes, 1982, if any person alters, uses, attempts to use or furnishes to another for deceptive use any vital statistics record. NOT VALID IF PHOTOCOPIED.

VR 100CS 8/88

American Bank Note Company

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

STATE OF COLORADO 1876

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 20th day of April, 1990, between GARY ESPENSCHEID and NANCY ESPENSCHEID, as Sellers, and DAVID BURNETT and MARY BURNETT, as Buyers. The Sellers did agree to sell and the Buyers did agree to buy a certain tract of real property located in Sublette County, Wyoming described as follows to-wit:

That part of the SE¼NE¼, NE¼NE¼ and Lot 7 (NE¼SE¼) of Section Fifteen (15), T.30N., R.110W., 6th P.M., Sublette County, Wyoming including that tract of record in the Office of the Clerk of Sublette County in Book 16 of Deeds, page 140 described as follows:

Beginning at the northwest corner of the said NE¼NE¼ where found a 2" galvanized steel pipe 30" long with brass cap inscribed "PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING T30N R110W E1/16 S10/S15 1972";
thence, S.88°50'E., the base bearing for this survey, 293.03 feet along the north line of said NE¼NE¼ to a corner;
thence, S.01°23'48"E., 510.52 feet to a corner;
thence, S.12°52'12"W., 613.12 feet to a corner;
thence, S.00°00'48"E., 91.73 feet to a corner:
thence, S.08°48'48"E., 639.72 feet to a corner;
thence, S.07°47'48"E., 946.25 feet to a point on the south line of said SE¼NE¼, S.87°13'48"E., 354.00 feet from the southwest corner of said SE¼NE¼ where found a 2"galvanized steel pipe 30" long with brass cap inscribed "PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING T30N R110W C E 1/16 S15 1972";
thence, S.07°48'48"E., 137.98 feet to a corner on the northerly right-of-way line of State Highway 351;
thence, continuing S.07°48'48"E., 204.70 feet to a point on the southerly right-of-way line of said Highway;
thence, S.69°42'24"W., 424.50 feet along said southerly right-of-way line to a point on the west line of said Lot 7;
thence, N.00°11'36"W., 212.80 feet across the said Highway and along the said west line to a corner on the northerly right-of-way line of said Highway;
thence, continuing N.00°11'36"W., 291.00 feet to the said southwest corner of said SE¼NE¼;
thence, N.00°51'48"W., 2758.71 feet along the west line of said SE¼NE¼ and NE¼NE¼ to the corner of beginning, EXCEPTING THEREFROM THAT PART OF THE SE¼NE¼ AND LOT 7 (NE¼SE¼) OF SECTION 15, T.30N., R.110W., 6th P.M., SUBLETTE COUNTY, WYOMING described as follows:

Beginning at the southwest corner of the said SE¼NE¼ of said Section 15 where found a 2" galvanized steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS164 BIG PINEY, WYOMING T30N R110W C E 1/16 S15 1972";
thence, N.00°51.8'W., 931.82 feet along the west line of said SE¼NE¼ to a corner;
thence, S.87°13.8'E., 239.03 feet parallel to the south line of the said SE¼NE¼ to a corner;
thence, S.07°48.6'E., 946.03 feet to a point on the south line of the said SE¼NE¼;
thence, continuing S.07°48.6'E., 137.98 feet to a corner on the northerly right-of-way line of State Highway No. 351;
thence, continuing across said Highway, S.07°48.6'E., 204.70 feet to a point on the southerly right-of-way line of said Highway;
thence, S.69°42.4'W., 424.50 feet along said southerly right-of-way line to a point on the west line of said Lot 7;
thence, N.00°11.6'W., the base bearing for this survey, 212.80 feet across the said Highway and along said west line to a corner on the northerly right-of-way line of said Highway;
thence, continuing N.00°11.6'W., 291.00 feet to the corner of beginning.

228629

TOGETHER WITH all improvements and appurtenances thereunto

RECORDED April 23 AD 90 10:35AM
IN BOOK 57 Misc. PAGE 183
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

183

appertaining;
SUBJECT TO reservations and restrictions contained in the United States patents or of record, 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 4520, Marbleton, WY 83113.

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

DATED this 20th day of April, 1990.

SELLERS:

Gary Espenscheid
GARY ESPENSCHEID

Nancy Espenscheid
NANCY ESPENSCHEID

DATED this 20th day of April, 1990.

BUYERS:

David Burnett
DAVID BURNETT

Mary Burnett
MARY BURNETT

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by GARY ESPENSCHEID and NANCY ESPENSCHEID, this 20th day of April, 1990.

WITNESS my hand and official seal.

Betty Fuer
NOTARY PUBLIC

My Commission Expires: 10/12/93

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by DAVID BURNETT and MARY BURNETT, this 20th day of April, 1990.

WITNESS my hand and official seal.

Betty Fuer
NOTARY PUBLIC

My Commission Expires: 10/12/93

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

SUBLETTE COUNTY, WYOMING

IN THE MATTER OF THE ESTATE OF MARGUERITE G. LEWIS, Deceased	)	Probate No. 1311

ORDER APPROVING FINAL REPORT,
AND DECREE OF DISTRIBUTION

THIS MATTER comes on for hearing before the Court on the 13th day of April, 1990, on the Final Report and Petition for Distribution as presented to the Court on behalf of the Personal Representative of the above captioned estate, and the Court, having examined said Final Report and Petition for Distribution and having examined the Waiver of Notice and Consent and Accounting to Approval of Final Report, as duly executed by all persons having an interest in the above captioned estate and presented to the Court, the Court finds that it has full and complete jurisdiction over the subject matter and all interested parties, and therefore this matter ought to proceed on to final hearing and determination on the merits.

This matter proceeding on to final hearing and determination, the Court specifically finds that each and all of the statements made in the said Final Report and Petition for Distribution are true and correct; that no accounting is required for this estate since all persons interested in the estate have waived said accounting; that the conduct of the Personal Representative in the administration of this estate as reflected in said report is in accordance with the law and the prior Orders of this Court; that the administration of said estate is fully

228651

RECORDED Apr. 24 1990 4:45 P M
IN BOOK 57 Misc. PAGE 185
FEES 8.00 Mary L. Lewis COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

FILED
BY: Marilyn M. Jensen
APR 24 1990

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

and finally concluded and that said estate is ready for distribution, and that, therefore, order ought to be entered at this time fully and finally approving, ratifying and confirming the Final Report and Petition for Distribution, and all doings of the Personal Representative in the premises; that WILLIAM H. LEWIS, RAY B. LEWIS, JEAN L. MESSERSMITH, and ALAN M. LEWIS are each entitled to distribution of a one-fourth (¼) undivided interest in and to all of the assets of the estate; and that decree ought to be entered providing for the full and final distribution of this estate, and the closing thereof.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED as follows:

1. That the final Report and Petition for Distribution be and the same hereby is fully and finally ratified, confirmed and approved, and all of the doings of the Personal Representative in the premises be, and the same are hereby fully and finally approved.

2. That the Personal Representative shall proceed to make final distribution of all assets of this estate now in his hands, and that all of the assets of the estate which are in the hands of the Personal Representative for distribution are hereby declared to be the sole property of and are hereby set over to and vested absolutely in the following named Distributees:

William H. Lewis "Fair Fields" Great Mills, MD 20634	Undivided one-fourth (¼) interest
Ray B. Lewis P.O. Box 659 Dubois, WY 82513	Undivided one-fourth (¼) interest
Jean L. Messersmith 6900 Almond Ave., Sp. #7 Orangevale, CA 95662	Undivided one-fourth (¼) interest
Alan M. Lewis 5453 Bellini Way Stockton, CA 95207	Undivided one-fourth (¼) interest

which property includes all right, title and interest of the decedent in the following described real property:

A mineral interest in the following described property in Sublette County, Wyoming:

Township 27 North, Range 113 West of the 6th P.M.
Section 5: All

Township 28 North, Range 113 West of the 6th P.M.
Section 32: Lot 6, NE¼, NE¼SE¼
Section 33: NW¼

The foregoing mineral interest may be further identified by U.S.Government Oil and Gas Lease Serial Numbers Wyoming 48907, Wyoming 0256491, Evanston 07538, and Wyoming 48904

In making such distributions the Personal Representative shall execute and deliver such assignments and negotiations and like instruments that shall be necessary or appropriate to effectuate said distribution.

3. That any and all after-discovered property of whatsoever nature and wherever located, if any there be, shall be and the same hereby is distributed and set over to the foregoing Distributees in the shares set forth in this Decree of Distribution.

4. That when the Personal Representative has completed the distribution of all estate assets, as ordered herein, with all documentation necessary with respect thereto, the Personal Representative shall file with the Court his Petition for Discharge.

DATED this 23rd day of April, 1990.

BY THE COURT:

D. TERRY ROGERS
District Court Judge

THE STATE OF WYOMING
COUNTY OF SUBLETTE

MARILYN M. JENSEN, 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

OPTION TO PURCHASE REAL ESTATE

RECEIVED OF JOSEPHINE BINNING, hereinafter referred to as Buyer, Ten Dollars ($10.00) and other good and valuable consideration, for which Buyer is hereby given and granted the exclusive option to purchase the real property situated in Sublette County, Wyoming, and described as:

SE¼NE¼ of Section 13, T 35 N, R 110 W of the 6th P.M., Sublette County, Wyoming.

This Option is given by DOUG VICKREY and LYNDA VICKREY, hereinafter referred to as Sellers, on the following terms and conditions:

1. The purchase price for the real property shall be based upon a separate written agreement between the parties of even date herewith.

2. This Option shall expire ten (10) days after Sellers no longer have a valid lease of the property known as the Binning Ranch, Sublette County, Wyoming.

3. This Option shall be exercised by written notice of such exercise delivered to Sellers on or before the expiration date.

4. On exercise of the option as herein provided, Sellers shall deliver to Buyer, her heirs or assigns, a good and sufficient Warranty Deed.

5. This Option shall be binding upon and inure to the benefit of the respective heirs, assigns, administrators and successors in interest of the parties.

Dated this 24th day of April, 1990.

SELLERS:

Doug Vickrey
DOUG VICKREY

Lynda Vickrey
LYNDA VICKREY

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

Acknowledged before me by DOUG VICKREY and LYNDA VICKREY this 24th day of April, 1990.
Witness my hand and official seal.

VAN GRAHAM - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Dec. 15, 1993

Van Graham
Notary Public

RECORDED April 25 19 90 at 4:35 P M
IN BOOK 57 Misc. PAGE 188
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lyman Kelly Deputy

228661

AMENDMENT TO RESTRICTIVE COVENANTS FOR JIM BRIDGER ESTATES, SECOND, THIRD, FOURTH, FIFTH & SIXTH FILINGS

A meeting of the Governing Committee for Jim Bridger Estates, Second through Sixth Filings was held on April 26th, 1990, at Pinedale, Wyoming, for the purpose of amending the Restrictive Covenants as filed for record therein in Book 57, Miscellaneous, page 295, on November 16, 1973, at the office of Sublette County Clerk, Pinedale, Wyoming. It was moved, seconded and passed that Paragraph No. 1 and Paragraph No. 16 shall be amended to read as follows:

1. Paragraph No. 1 shall henceforth read: "Said land may be used for residential purposes as well as other uses as the individual lot owners may desire; however, illegal purposes in the use of such lands or residences is hereby barred".

2. Paragraph No. 16 shall be amended to read, "Henceforth these Restrictive Covenants may be waived, modified or amended only by a unanimous, 100 per cent ratification of the Governing Committee, one member of which must be a representative of the Developer, Jim Bridger Development, Inc. or that company's nominee".

Bernice Carmichael

Elvin L. Booth

STATE OF WYOMING)
)
County of Sublette)

The foregoing instrument was acknowledged before me by Bernice Carmichael this 26 day of April, 1990.

My Commission expires 7-14-93

Jennifer McKinney
notary public

STATE OF WYOMING)
)
County of Sublette)

The foregoing instrument was acknowledged before me by Elvin L. Booth this 26 day of April, 1990.

My Commission expires 7-14-93.

Jennifer McKinney
notary public

228664

RECORDED April 26 1990 11:2 A M
IN BOOK 57 Misc. PAGE 189
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mar Riley

AMENDMENT TO RESTRICTIVE COVENANTS JIM BRIDGER ESTATES, FIRST FILING

A meeting of the Governing Committee for Jim Bridger Estates, First Filing, Sublette County, Wyoming, was held on March 19th, 1990 at Pinedale, Wyoming, for the purpose of amending the Restrictive Covenants as filed there. It was moved, seconded and passed that Paragraph No. 1 shall be amended to read as follows:

1. "Said land shall be used for residential purposes as well as other uses as the individual lot owners may desire; however, illegal purposes in the use of such lands or residences is hereby barred."

228665

RECORDED Apr. 26 1990 11:2 AM
IN BOOK 57 Misc. PAGE 190
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Mona Raley

Jack D. Richardson
Committee Member

Glenna R. Yedinak
Committee Member

Elvin L. Booth
Committee Member

STATE OF WYOMING)
) ss
County of Sublette)

The foregoing instrument was acknowledged before me by Jack D. Richardson this 19th day of March, 1990.

Witness my hand and official seal.

FAYE HAMMONS NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 22, 1991

My commission expires: notary public

STATE OF WYOMING)
) ss
County of Sweetwater)

The foregoing instrument was acknowledged before me by Glenna R. Yedinak this 19th day of March, 1990.

Witness my hand and official seal.

My commission expires: notary public

STATE OF WYOMING)
) ss
County of Natrona)

The foregoing instrument was acknowledged before me by Elvin L. Booth this 13 day of April, 1990.

Witness my hand and official seal.

Shirley Ford - Notary Public
County of Natrona State of Wyoming
My Commission Expires May 9, 1992

My commission expires: notary public

MEMORANDUM OF CONTRACT

TO WHOM IT MAY CONCERN:

On April 25, 1990, JAMES FRANKLIN TUCKER and LOA G. TUCKER, husband and wife, as Sellers, and FRANCIS K. RINGDAHL and DOLORES M. RINGDAHL, husband and wife, as Buyers, entered into an Agreement for Warranty Deed whereby Sellers agreed to sell and Buyers agreed to buy the following described real property, to-wit:

> East third (E 1/3) of Tracts 5, 12, and 21 of 1st Filing of Jim Bridger Estates, Sublette County, Wyoming, as the same appears of record on the official plat thereof filed in the office of the County Clerk, Sublette County, Wyoming, RESERVING unto Sellers all remaining oil, gas and other minerals,

in accordance with the provisions, terms, covenants and conditions contained in said Agreement. Said Agreement provides, among other things, that upon Buyers' full payment to Sellers of the total purchase price and interest, Sellers shall convey the above property to Buyers by a good and sufficient Warranty Deed. Said Agreement also provides that if Buyers fail to make payments in accordance with the terms of the Agreement, or otherwise default thereunder, the Agreement may be terminated at the option of the Sellers.

This document is not a contract between the parties and in no way modifies, clarifies, interprets, or affects the Agreement aforesaid. This document is intended as a notice to any concerned party that Sellers and Buyers have entered into a written contract relating to the aforesaid property.

SELLERS:

James Franklin Tucker
JAMES FRANKLIN TUCKER

Loa G. Tucker
LOA G. TUCKER

BUYERS:

Francis K Ringdahl
FRANCIS K. RINGDAHL

Dolores M Ringdahl
DOLORES M. RINGDAHL

STATE OF WYOMING)
)
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me by JAMES FRANKLIN TUCKER, LOA G. TUCKER, FRANCIS K. RINGDAHL, and DOLORES M. RINGDAHL this 25th day of April, 1990.

Witness my hand and official seal.

Kerry J Shaw
Notary Public

My commission expires: 2/2/91

228667

RECORDED April 26 1990 1:32 PM
IN BOOK 57 Misc. PAGE 191
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

228673

RECORDED April 26 AD 90 3:40 PM
IN BOOK 57 Misc. PAGE 192
FEES $ Laura Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Jane Riley

DEED GRANTING RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS;

That ANN W. DANNER and LINDA W. LOHSE, successor co-trustees under the Declaration of Trust of John B. Welborn made and dated the 1st day of October, 1988, grantors, in consideration of ONE DOLLAR ($1) and other good and valuable considerations, receipt whereof is hereby acknowledged, HAVE GIVEN AND GRANTED AND DO HEREBY GIVE, GRANT, BARGAIN, SELL AND CONVEY unto WILLARD ROBERT BINNING of the County of Sublette, and State of Wyoming, whose mailing address is Pinedale, Wyoming 82941 grantee, a right of way, access, ingress and egress, upon and over and across the following-described lands and real estate situate in the County of Sublette and State of Wyomong, and more particularly described as follows, to-wit:

Finn Road and Binning Ranch Road

A right of way 30 feet in width, through portions of the SW/4 and the SE/4 of Section 23 and the NE/4NE/4 of Section 26, Township 35 North, Range 110 West of the Sixth Principal Meridian, Sublette County, Wyoming, the general course and description of the center line of which is described as follows:

Beginning at a point on the west line of Section 23, said point being located a distance of 60 feet from the southwest corner of Section 23, and said point being the terminal point of the center line of the Finn Road to the Welborn Ranch, as described in that document recorded at page 487 in Book 41, Miscellaneous, in the Office of the Sublette County Clerk;

thence, along the center line of the Finn Road, N.30°09'E., a distance of 90 feet;

thence, N.06°37'W., a distance of 314 feet;

thence, N.20°49'E., a distance of 225 feet;

thence, N.07°56'W., a distance of 217 feet;

thence, N.53°33'E., a distance of 547 feet;

thence, East, a distance of 220 feet;

thence, S.58°47'E., a distance of 386 feet;

thence, N.78°39'E., a distance of 153 feet

thence, N.23°28'E., a distance of 251 feet;

thence, N.03°08'W., a distance of 185 feet;

thence, N.14°41'E., a distance of 217 feet;

thence, N.10°36'W., a distance of 82 feet;

thence, N.33°43'W., a distance of 432 feet;

thence, N.05°22'E., a distance of 106 feet to a point of intersection with the Summer Road from the west;

thence, continuing along the center line of the Finn Road, N.72°52'E., a distance of 84 feet;

thence, N.82°07'E., a distance of 691 feet;

thence, S.65°32'E., a distance of 555 feet;

thence, S.56°59'E., a distance of 239 feet;

thence, S.85°18'E., a distance of 180 feet;

thence, N.86°35'E., a distance of 251 feet;

thence, S.60°49'E., a distance of 492 feet;

thence, N.87°40'E., a distance of 120 feet to a point of intersection with the Binning Ranch road from the south;

thence, along the center line of the Binning Ranch road, S.13°03'E., a distance of 482 feet;

thence, S.30°12'E., a distance of 636 feet;

thence, S.02°51'E., a distance of 200 feet;

thence, S.26°33'E., a distance of 201 feet

thence, S.20°09'E., a distance of 320 feet, to a point on the north line of the NE/4NE/4 of Section 26, said point being located S.88°57'W., a distance of 1090 feet from the northeast corner of Section 26;

thence, S.19°51'E., a distance of 705 feet;

thence, S.07°13'E., a distance of 80 feet;

thence, S.35°43'W., a distance of 137 feet;

thence, S.58°11'W., a distance of 340 feet;

thence, S.10°00'W., a distance of 90 feet;

thence, S.07°10'W., a distance of 123 feet, to a point on the south line of the NE/4NE/4 of Section 23, the point of termination.

Summer Road

A right of way 30 feet in width, through portions of the NW/4 SW/4 of Section 23, Township 35 North, Range 110 West of the Sixth Principal Meridian, Sublette County, Wyoming, the general course and description of the center-line of which is described as follows:

Beginning at a point on the west line of Section 23, said point being located a distance of 1600 feet from the southwest corner of Section 23, and said point being also the beginning point of the center line of the Summer Road to the Welborn Ranch, as described in that document recorded at page 487 in Book 41, Miscellaneous, in the Office of the Sublette County Clerk;

thence, N.25°32'E., a distance of 371 feet;

thence, N.60°51'E., a distance of 103 feet;

thence, N.88°23'E., a distance of 180 feet;

thence, N.61°30'E., a distance of 262 feet;

thence, N.78°21'E., a distance of 398 feet to a point of intersection with the Finn Road to the Welborn Ranch.

TO HAVE AND TO HOLD the same unto the said grantee and his heirs and assigns forever;

PROVIDED, NEVERTHELESS, THAT the grantors and their heirs and assigns may use and enjoy the lands and real estate above described in any manner and for any purpose which does not materially impair or unreasonably interfere with the privileges, right of way, access, ingress and egress, and easement hereby granted; AND FURTHER, the rights, privileges, options and easements hereof are granted for the benefit of the owners, occupants and parties in possession of, and are hereby attached to and made appurtenant to and the same shall pass with the following-described lands of the grantee situate in the County of Sublette and State of Wyoming, described as follows, to-wit:

Township 35 North, Range 110 West of the 6th P.M., Sublette County, Wyoming;

Section 13:	W/2E/2
Section 24:	W/2E/2, W/2E/2SE/4
Section 23:	SW/4SE/4
Section 25	W/2E/2NE/4, SW/4NE/4, S/2NW/4, SW/4, W/2SE/4, W/2SE/4SE/4
Section 26:	NW/4NE/4, S/2NE/4, N/2NW/4, NE/4SE/4
Section 36:	N/2NE/4, NW/4

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of March, 1990.

ANN W. DANNER, successor co-trustee under the Declaration of Trust of John B. Welborn made and dated the 1st day of October, 1988

LINDA W. LOHSE, successor co-trustee under the Declaration of Trust of John B. Welborn made and dated the 1st day of October, 1988

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Mateo)

The foregoing instrument was acknowledged before me by ANN W. Danner this 10th day of April 1990.
WITNESS my hand and official seal.

Betine Lee
Notary Public

My Commission Expires: 4-7-93

OFFICIAL SEAL
BETINE LEE
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY
My Comm. Expires April 7, 1993

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Mateo)

The foregoing instrument was acknowledged before me by LINDA W. LOHSE this 10th day of April 1990.
WITNESS my hand and official seal.

Betine Lee
Notary Public

My Commission Expires: 4-7-93

OFFICIAL SEAL
BETINE LEE
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY
My Comm. Expires April 7, 1993

196

RELEASE OF FIRST RIGHT OF REFUSAL

WHEREAS on the 8th day of October, 1987, Bradley J. Warburton and Denise Warburton granted to the undersigned, Hans R. Graf, a First Right of Refusal to purchase the following described real property situate in Sublette County, Wyoming.

Parcel 1: Township 36 North, Range 114 West, 6th P.M., Sublette County, Wyoming, Section 16, $SW\frac{1}{4}SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}SW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}SE\frac{1}{4}NW\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}SE\frac{1}{4}NW\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}NE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}NE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}NE\frac{1}{4}NE\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}SE\frac{1}{4}$, $NW\frac{1}{4}NE\frac{1}{4}NW\frac{1}{4}SE\frac{1}{4}$.

Parcel 2: Township 36 North, Range 114 West, 6th P.M., Sublette County, Wyoming, Section 16, $NW\frac{1}{4}SW\frac{1}{4}NW\frac{1}{4}SE\frac{1}{4}$; and,

WHEREAS, all conditions precedent to the termination of the said First Right of Refusal have now been performed and have occurred; now,

THEREFORE, in exchange for one (1) dollar and other good and valuable consideration, being the conditions precedent referred to hereinabove, the receipt and sufficiency of which is hereby acknowledged, I hereby release the said First Right of Refusal, a memorandum of which was previously recorded at Book 52 Misc., page 528 in the office of the Sublette County Clerk and ex officio Resgistrar of Deeds.

228682

RECORDED April 27 1990 2:00 P M
IN BOOK 57 Misc. PAGE 196
FEES 5.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Mary Lou Kelly

Hans R. Graf

ACKNOWLEDGEMENT

State of Wyoming)
:ss.
County of Teton)

On this 9th day of October, 1987, personally appeared before me Hans R. Graf and, first having been duly sworn, acknowledged his signature on the Foregoing Release of First Right of Refusal.

Witness my hand and official seal.

NOTARY PUBLIC

My commission expires on: [redacted]

EASEMENT AND AGREEMENT

ALSADE, Ltd, a corporation whose address is Box 520, Big Piney, Wyoming 83113, hereinafter referred to as "**GRANTOR**", for and in consideration of the sum of Ten and no/100 dollars ($10.00) and other good and valuable considerations, does hereby grant and convey unto the Town of Big Piney, Sublette County, Wyoming and **THE STATE HIGHWAY COMMISSION OF WYOMING**, whose address is P. O. Box 1708, Cheyenne, Wyoming 82002-9019, hereinafter referred to as **GRANTEES**, a joint easement for the construction and maintenance of underground drain lines over and across the following described real property, to wit:

> A strip of land 10 feet wide lying adjacent to and easterly of the west line of Lot 14 of Osterhout Addition to the Town of Big Piney and the northerly extension of said west line for thirty feet into the SE¼NW¼ of Section 31, Township 30 North, Range 111 West.

This Easement duplicates in part and extends thirty feet northerly that easement previously granted and conveyed by the Grantor to the Town of Big Piney as recorded in Book 46 Misc at Page 624 in Sublette County Records. The intended purpose of the Easement for drain lines is unchanged and by signature of acceptance shown hereon, by both The State Highway Commission of Wyoming and the Town of Big Piney, mutual agreement exists between the parties regarding use and operation of the Easement area.

Dated this 19th day of March, 1990.

GRANTOR
ALSADE, LTD., a Corporation

ATTEST

SEAL:

Marjorie Guio
Secretary

By: Tagg Guio
Vice President

A C K N O W L E D G E M E N T

State of Wyoming)
) ss:
County of Sublette)

The foregoing instrument was acknowledged before me by ALSADE, LTD., a Corporation, by Tagg Guio, its Vice President, and attested to and sealed by Marjorie Guio, its Secretary, this 19th day of March, 1990.

Witness my hand and official seal

Paul N. Scherbel
Notary Public

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

My Commission Expires: 29 April 1992

***Agreement Section On Reverse

228692

RECORDED April 30 1990 9:30 AM
IN BOOK 57 Misc PAGE 197
FEES 6.00 Mary L. Rankin COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Carol A Cheney, Deputy

197

ALSADE, LTD, Joint Easement hereby accepted and agreed as of the day and year above written:

THE STATE HIGHWAY COMMISSION OF WYOMING

By: _____
Superintendent and Chief Engineer

A C K N O W L E D G E M E N T

State of Wyoming)
) ss:
County of Laramie)

The foregoing instrument was acknowledged before me by Leno Menghini, Superintendent and Chief Engineer, this 3rd day of March, 1990.

Witness my hand and official seal

ROBERT L. THOMAS - NOTARY PUBLIC
My Commission Expires: LARAMIE WYOMING
My Commission Expires July 22, 1991

_____
Notary Public

A C K N O W L E D G E M E N T

State of Wyoming)
) ss:
County of Sublette)

The foregoing instrument was acknowledged before me by Paul N. Scherbel and Susan E. Lison, Mayor and Clerk of the Town of Big Piney, Wyoming, this 16th day of April 1990.

Witness my hand and official seal

Notary Public State of Wyoming
Sublette County
Commission Expires

_____
Notary Public

My Commission Expires: 9\2\93

Attest:

TOWN OF BIG PINEY, a municipal corporation

_____
Susan E. Lison, Clerk

_____
Paul N. Scherbel, Mayor

TOWN OF BIG PINEY
SUBLETTE COUNTY, WYOMING
Seal
JULY 5, 1913

228706

RECORDED May 2 1990 8:20 A.M.
IN BOOK 57 Misc. PAGE 199
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

EASEMENT
FOR
CONSTRUCTION AND MAINTENANCE OF SEWER LINE

KNOW ALL MEN BY THESE PRESENTS:

That THE SUBLETTE COUNTY MUSEUM BOARD, SUBLETTE COUNTY, WYOMING, an unincorporated administrative board appointed, organized and existing and acting for the convenience of the BOARD OF COUNTY COMMISSIONERS OF SUBLETTE COUNTY, WYOMING, and holding and administering property for the benefit of said COUNTY OF SUBLETTE AND STATE OF WYOMING, for and in consideration of ONE DOLLAR ($1) and other good and valuable considerations, receipt whereof is hereby acknowledged, HAS GIVEN AND GRANTED and DOES HEREBY GIVE, GRANT, SELL AND ASSIGN AND SET OVER unto THE TOWN OF PINEDALE, WYOMING, a municipal corporation, grantee, a permanent easement and right of way, including the perpetual right to enter upon the real estate hereinafter described, at anytime, and construct, maintain and repair underground pipelines and conduits for the purpose of conveying sewage and waste water over, across, through and under the lands hereinafter described, TOGETHER WITH the right to excavate and refill ditches and trenches for the location of said pipelines and conduits and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines and conduits;

The land affected by the grant of this easement and right of way is located in the County of Sublette and State of Wyoming and is more particularly described as follows, to-wit:

Township 34 North, Range 109 West of the 6th Principal Meridian

Section 34 - SE/4 SW/4

Township 33 North, Range 109 West of the 6th Principal Meridian

Section 3 - Lot 3, SW/4 NE/4, and NE/4 NW/4

The easement and right of way hereby granted covers a strip of land 30 feet in width over and across the above-described lands, and being 15 feet on each side, measured radially from, or perpendicular to the following described center line which is particularly described by metes and bounds, as follows:

Beginning at a point located S.71°-54'-23"W., a distance of 105.07 feet from the northeast corner of the SE/4 SW/4 of Section 34, T.34N., R.109W., thence from said point of beginning S.00°-13'-50"E., a distance of 1170.00 feet;

thence S.42°-04'-08"W., a distance of 216.54 feet to a point in Section 3, Lot 3, T.33N., R.109W.;

thence S.07°-19'-53"E., a distance of 794.79 feet;

thence S.00°09'-34"E., a distance of 398.95 feet;

thence S.69°-54'-08"E., a distance of 168.91 feet to a point in the SW/4 NE/4 of Section 3;

thence N.89°-57-'00"E., a distance of 287.12 feet;

thence South, a distance of 400 feet;

thence S.64°-30'-01"W., a distance of 330.23 feet;

thence N.42°-13'-07"W., a distance of 389.63 feet to a point on U.S. Highway 191 R.O.W. being in NE/4 NW/4, Section 3;

thence continuing inside the R.O.W. N.31°-58-17"W., a distance of 375.55 feet;

thence S.62°-12'-10"W., a distance of 24.13 feet to the end of the Skyline Street sewer;

TO HAVE AND TO HOLD said easement and right of way unto THE TOWN OF PINEDALE, WYOMING, a municipal corporation, forever.

All lands ands grounds embraced and contained within the easement and right of way hereof shall, EXCEPT at times of maintenance and construction, be maintained in the same or better condition as when entered upon under the authority hereof; all pipelines and conduits which

are used under authority hereof shall be placed and installed beneath the surface of the land and ground NOT LESS THAN FOUR (4) FEET.

IN WITNESS WHEREOF, THE SUBLETTE COUNTY MUSEUM BOARD, SUBLETTE COUNTY, WYOMING, pursuant to resolution adopted on the 10th day of April, 1990, has caused the execution hereof by its Chairman this 14 day of May, 1990.

THE SUBLETTE COUNTY MUSEUM BOARD,
SUBLETTE COUNTY, WYOMING

By Paul C. Hagenstein
PAUL C. HAGENSTEIN, Chairman
of the Board

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before by PAUL C. HAGENSTEIN this 1st day of May, 1990.

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

EASEMENT
FOR
CONSTRUCTION AND MAINTENANCE OF SEWER LINE

KNOW ALL MEN BY THESE PRESENTS:

That MARY ETHELYNE WORL, of Pinedale, Sublette County, Wyoming, grantor, for and in consideration of ONE DOLLAR ($1) and other good and valuable considerations, receipt whereof is hereby acknowledged, HAS GIVEN AND GRANTED and DOES HEREBY GIVE, GRANT, SELL AND ASSIGN AND SET OVER unto THE TOWN OF PINEDALE, WYOMING, a municipal corporation, grantee, a permanent easement and right of way, including the perpetual right to enter upon the real estate hereinafter described, at anytime, and construct, maintain and repair underground pipelines and conduits for the purpose of conveying sewage and waste water over, across, through and under the lands hereinafter described, TOGETHER WITH the right to excavate and refill ditches and trenches for the location of said pipelines and conduits and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines and conduits;

The land affected by the grant of this easement and right of way is located in the County of Sublette and State of Wyoming and is more particularly described as follows, to-wit:

Township 34 North, Range 109 West of the 6th Principal Meridian

Section 34 - SE/4 SW/4

Township 33 North, Range 109 West of the 6th Principal Meridian

Section 3 - Lot 3, SW/4 NE/4, and NE/4 NW/4

The easement and right of way hereby granted covers a strip of land 30 feet in width over and across the above-described lands, and being 15 feet on each side, measured radially from, or perpendicular to the

228707

RECORDED May 2 19 90 8:20 A M
IN BOOK 57 Misc. PAGE 202
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mar Riley

following described center line which is particularly described by metes and bounds, as follows:

Beginning at a point located S.71°-54'-23"W., a distance of 105.07 feet from the northeast corner of the SE/4 SW/4 of Section 34, T.34N., R.109W., thence from said point of beginning S.00°-13'-50"E., a distance of 1170.00 feet;

thence S.42°-04'-08"W., a distance of 216.54 feet to a point in Section 3, Lot 3, T.33N., R.109W.;

thence S.07°-19'-53"E., a distance of 794.79 feet;

thence S.00°09'-34"E., a distance of 398.95 feet;

thence S.69°-54'-08"E., a distance of 168.91 feet to a point in the SW/4 NE/4 of Section 3;

thence N.89°-57-'00"E., a distance of 287.12 feet;

thence South, a distance of 400 feet;

thence S.64°-30'-01"W., a distance of 330.23 feet;

thence N.42°-13'-07"W., a distance of 389.63 feet to a point on U.S. Highway 191 R.O.W. being in NE/4 NW/4, Section 3;

thence continuing inside the R.O.W. N.31°-58-17"W., a distance of 375.55 feet;

thence S.62°-12'-10"W., a distance of 24.13 feet to the end of the Skyline Street sewer;

TO HAVE AND TO HOLD said easement and right of way unto THE TOWN OF PINEDALE, WYOMING, a municipal corporation, forever.

All lands ands grounds embraced and contained within the easement and right of way hereof shall, EXCEPT at times of maintenance and construction, be maintained in the same or better condition as when entered upon under the authority hereof; all pipelines and conduits which are used under authority hereof shall be placed and installed beneath the surface of the land and ground NOT LESS THAN FOUR (4) FEET.

IN WITNESS WHEREOF, MARY ETHELYNE WORL, grantor, has hereunto affixed her signature this 11th day of APRIL, 1990.

Mary Ethelyne Worl
MARY ETHELYNE WORL

STATE OF ~~WYOMING~~ ARIZONA)
) ss
COUNTY OF ~~SUBLETTE~~ MARICOPA)

The foregoing instrument was acknowledged before by MARY ETHELYNE WORL this 11th day of APRIL, 1990.

Witness my hand and official seal.

OFFICIAL SEAL
DARLENE M. HANSEN
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires May 7, 1993

Darlene M. Hansen
Notary Public

My commission
expires:

EASEMENT
FOR
CONSTRUCTION AND MAINTENANCE OF SEWER LINE

KNOW ALL MEN BY THESE PRESENTS:

That VERNON T. DELGADO and VIRGINIA M. DELGADO, husband and wife, of Pinedale, Sublette County, Wyoming, grantors, for and in consideration of ONE DOLLAR ($1) and other good and valuable considerations, receipt whereof is hereby acknowledged, HAS GIVEN AND GRANTED and DOES HEREBY GIVE, GRANT, SELL AND ASSIGN AND SET OVER unto THE TOWN OF PINEDALE, WYOMING, a municipal corporation, grantee, a permanent easement and right of way, including the perpetual right to enter upon the real estate hereinafter described, at anytime, and construct, maintain and repair underground pipelines and conduits for the purpose of conveying sewage and waste water over, across, through and under the lands hereinafter described, TOGETHER WITH the right to excavate and refill ditches and trenches for the location of said pipelines and conduits and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines and conduits;

The land affected by the grant of this easement and right of way is located in the County of Sublette and State of Wyoming and is more particularly described as follows, to-wit:

Township 34 North, Range 109 West of the 6th Principal Meridian

Section 34 - SE/4 SW/4

Township 33 North, Range 109 West of the 6th Principal Meridian

Section 3 - Lot 3, SW/4 NE/4, and NE/4 NW/4

The easement and right of way hereby granted covers a strip of land 30 feet in width over and across the above-described lands, and being 15 feet on each side, measured radially from, or perpendicular to the

228708

RECORDED May 2 19 90 8:20 AM
IN BOOK 57 Misc. PAGE 204
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

following described center line which is particularly described by metes and bounds, as follows:

Beginning at a point located S.71°-54'-23"W., a distance of 105.07 feet from the northeast corner of the SE/4 SW/4 of Section 34, T.34N., R.109W., thence from said point of beginning S.00°-13'-50"E., a distance of 1170.00 feet;

thence S.42°-04'-08"W., a distance of 216.54 feet to a point in Section 3, Lot 3, T.33N., R.109W.;

thence S.07°-19'-53"E., a distance of 794.79 feet;

thence S.00°09'-34"E., a distance of 398.95 feet;

thence S.69°-54'-08"E., a distance of 168.91 feet to a point in the SW/4 NE/4 of Section 3;

thence N.89°-57-'00"E., a distance of 287.12 feet;

thence South, a distance of 400 feet;

thence S.64°-30'-01"W., a distance of 330.23 feet;

thence N.42°-13'-07"W., a distance of 389.63 feet to a point on U.S. Highway 191 R.O.W. being in NE/4 NW/4, Section 3;

thence continuing inside the R.O.W. N.31°-58-17"W., a distance of 375.55 feet;

thence S.62°-12'-10"W., a distance of 24.13 feet to the end of the Skyline Street sewer;

TO HAVE AND TO HOLD said easement and right of way unto THE TOWN OF PINEDALE, WYOMING, a municipal corporation, forever.

All lands ands grounds embraced and contained within the easement and right of way hereof shall, EXCEPT at times of maintenance and construction, be maintained in the same or better condition as when entered upon under the authority hereof; all pipelines and conduits which are used under authority hereof shall be placed and installed beneath the surface of the land and ground NOT LESS THAN FOUR (4) FEET.

IN WITNESS WHEREOF, we have hereunto affixed our signatures this 23rd day of March, 1990.

Vernon T. Delgado
VERNON T. DELGADO

Virginia M. Delgado
VIRGINIA M. DELGADO

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by VERNON T. DELGADO and VIRGINIA M. DELGADO, husband and wife, this 23rd day of March, 1990.

Witness my hand and official seal.

FAYE HAMMONS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 22, 1991

My commission expires: 11/22/1991

faye Hammons
Notary Public

EASEMENT
FOR
CONSTRUCTION AND MAINTENANCE OF SEWER LINE

KNOW ALL MEN BY THESE PRESENTS:

That SUBLETTE COUNTY SPORTING ASSOCIATION, a Wyoming corporation, grantor, for and in consideration of ONE DOLLAR ($1) and other good and valuable considerations, receipt whereof is hereby acknowledged, HAS GIVEN AND GRANTED and DOES HEREBY GIVE, GRANT, SELL AND ASSIGN AND SET OVER unto THE TOWN OF PINEDALE, WYOMING, a municipal corporation, grantee, a permanent easement and right of way, including the perpetual right to enter upon the real estate hereinafter described, at anytime, and construct, maintain and repair underground pipelines and conduits for the purpose of conveying sewage and waste water over, across, through and under the lands hereinafter described, TOGETHER WITH the right to excavate and refill ditches and trenches for the location of said pipelines and conduits and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines and conduits;

The land affected by the grant of this easement and right of way is located in the County of Sublette and State of Wyoming and is more particularly described as follows, to-wit:

Township 34 North, Range 109 West of the 6th Principal Meridian

Section 34 - SE/4 SW/4

Township 33 North, Range 109 West of the 6th Principal Meridian

Section 3 - Lot 3, SW/4 NE/4, and NE/4 NW/4

The easement and right of way hereby granted covers a strip of land 30 feet in width over and across the above-described lands, and being 15 feet on each side, measured radially from, or perpendicular to the

228709

RECORDED May 2 A.D. 1990 8:20 A.M.
IN BOOK 57 Misc. PAGE 207
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

following described center line which is particularly described by metes and bounds, as follows:

Beginning at a point located S.71°-54'-23"W., a distance of 105.07 feet from the northeast corner of the SE/4 SW/4 of Section 34, T.34N., R.109W., thence from said point of beginning S.00°-13'-50"E., a distance of 1170.00 feet;

thence S.42°-04'-08"W., a distance of 216.54 feet to a point in Section 3, Lot 3, T.33N., R.109W.;

thence S.07°-19'-53"E., a distance of 794.79 feet;

thence S.00°09'-34"E., a distance of 398.95 feet;

thence S.69°-54'-08"E., a distance of 168.91 feet to a point in the SW/4 NE/4 of Section 3;

thence N.89°-57-'00"E., a distance of 287.12 feet;

thence South, a distance of 400 feet;

thence S.64°-30'-01"W., a distance of 330.23 feet;

thence N.42°-13'-07"W., a distance of 389.63 feet to a point on U.S. Highway 191 R.O.W. being in NE/4 NW/4, Section 3;

thence continuing inside the R.O.W. N.31°-58-17"W., a distance of 375.55 feet;

thence S.62°-12'-10"W., a distance of 24.13 feet to the end of the Skyline Street sewer;

TO HAVE AND TO HOLD said easement and right of way unto THE TOWN OF PINEDALE, WYOMING, a municipal corporation, forever.

All lands ands grounds embraced and contained within the easement and right of way hereof shall, EXCEPT at times of maintenance and construction, be maintained in the same or better condition as when entered upon under the authority hereof; all pipelines and conduits which are used under authority hereof shall be placed and installed beneath the surface of the land and ground NOT LESS THAN FOUR (4) FEET.

IN WITNESS WHEREOF SUBLETTE COUNTY SPORTING ASSOCIATION, a Wyoming corporation, has caused the execution hereof by its Board of Directors consisting of DRU ROBERTS, KIP ALEXANDER and BRENT R. DEAN this 20th day of March, 1990.

By the Board of Directors of
SUBLETTE COUNTY SPORTING
ASSOCIATION, a Wyoming corporation

Dru Roberts
DRU ROBERTS, director

Kip Alexander
KIP ALEXANDER, director

BRENT R. DEAN, director

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before by DRU ROBERTS, KIP ALEXANDER and BRENT R. DEAN this 20th day of March, 1990.

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: 11/22/91

EASEMENT
FOR
CONSTRUCTION AND MAINTENANCE OF SEWER LINE

KNOW ALL MEN BY THESE PRESENTS:

That SPENCE CONSTRUCTION COMPANY, a Wyoming corporation, grantor, for and in consideration of ONE DOLLAR ($1) and other good and valuable considerations, receipt whereof is hereby acknowledged, HAS GIVEN AND GRANTED and DOES HEREBY GIVE, GRANT, SELL AND ASSIGN AND SET OVER unto THE TOWN OF PINEDALE, WYOMING, a municipal corporation, grantee, a permanent easement and right of way, including the perpetual right to enter upon the real estate hereinafter described, at anytime, and construct, maintain and repair underground pipelines and conduits for the purpose of conveying sewage and waste water over, across, through and under the lands hereinafter described, TOGETHER WITH the right to excavate and refill ditches and trenches for the location of said pipelines and conduits and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines and conduits:

The land affected by the grant of this easement and right of way is located in the County of Sublette and State of Wyoming and is more particularly described as follows, to-wit:

Township 34 North, Range 109 West of the 6th Principal Meridian

Section 34 - SE/4 SW/4

Township 33 North, Range 109 West of the 6th Principal Meridian

Section 3 - Lot 3, SW/4 NE/4, and NE/4 NW/4

The easement and right of way hereby granted covers a strip of land 30 feet in width over and across the above-described lands, and being 15 feet on each side, measured radially from, or perpendicular to the following described center line which is particularly described by metes and bounds, as follows:

228710

RECORDED May 2 19 90 8:30 A M
IN BOOK 57 Misc. PAGE 210
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

from the northeast corner of the SE/4 SW/4 of Section 34, T.34N., R.109W., thence from said point of beginning S.00°-13'-50"E., a distance of 1170.00 feet;

thence S.42°-04'-08"W., a distance of 216.54 feet to a point in Section 3, Lot 3, T.33N., R.109W.;

thence S.07°-19'-53"E., a distance of 794.79 feet;

thence S.00°09'-34"E., a distance of 398.95 feet;

thence S.69°-54'-08"E., a distance of 168.91 feet to a point in the SW/4 NE/4 of Section 3;

thence N.89°-57-'00"E., a distance of 287.12 feet;

thence South, a distance of 400 feet;

thence S.64°-30'-01"W., a distance of 330.23 feet;

thence N.42°-13'-07"W., a distance of 389.63 feet to a point on U.S. Highway 191 R.O.W. being in NE/4 NW/4, Section 3;

thence continuing inside the R.O.W. N.31°-58-17"W., a distance of 375.55 feet;

thence S.62°-12'-10"W., a distance of 24.13 feet to the end of the Skyline Street sewer;

TO HAVE AND TO HOLD said easement and right of way unto THE TOWN OF PINEDALE, WYOMING, a municipal corporation, forever.

All lands ands grounds embraced and contained within the easement and right of way hereof shall, EXCEPT at times of maintenance and construction, be maintained in the same or better condition as when entered upon under the authority hereof; all pipelines and conduits which are used under authority hereof shall be placed and installed beneath the surface of the land and ground NOT LESS THAN FOUR (4) FEET.

IN WITNESS WHEREOF, SPENCE CONSTRUCTION COMPANY, a Wyoming corporation, has caused the execution hereof by its president and

its duly attested corporate seal to be hereunto affixed this 4th day of April, 1990.

SPENCE CONSTRUCTION COMPANY,
a Wyoming corporation

By _____
ALEX R. SPENCE, president

ATTEST:

By _____
MARY L. SPENCE, secretary and
treasurer

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before by ALEX R. SPENCE 4th day of April, 1990.

Witness my hand and official seal.

_____
Notary Public

My commission expires: 11/22/1991

EASEMENT
FOR
CONSTRUCTION AND MAINTENANCE OF SEWER LINE

KNOW ALL MEN BY THESE PRESENTS:

That NICHOLAS STADLER, JR., of Pinedale, Sublette County, Wyoming, grantor, for and in consideration of ONE DOLLAR ($1) and other good and valuable considerations, receipt whereof is hereby acknowledged, HAS GIVEN AND GRANTED and DOES HEREBY GIVE, GRANT, SELL AND ASSIGN AND SET OVER unto THE TOWN OF PINEDALE, WYOMING, a municipal corporation, grantee, a permanent easement and right of way, including the perpetual right to enter upon the real estate hereinafter described, at anytime, and construct, maintain and repair underground pipelines and conduits for the purpose of conveying sewage and waste water over, across, through and under the lands hereinafter described, TOGETHER WITH the right to excavate and refill ditches and trenches for the location of said pipelines and conduits and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines and conduits;

The land affected by the grant of this easement and right of way is located in the County of Sublette and State of Wyoming and is more particularly described as follows, to-wit:

Township 34 North, Range 109 West of the 6th Principal Meridian

Section 34 - SE/4 SW/4

Township 33 North, Range 109 West of the 6th Principal Meridian

Section 3 - Lot 3, SW/4 NE/4, and NE/4 NW/4

The easement and right of way hereby granted covers a strip of land 30 feet in width over and across the above-described lands, and being 15 feet on each side, measured radially from, or perpendicular to the

228711

RECORDED May 2 AD 90 8:30 A M
IN BOOK 57 Misc. PAGE 213
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

following described center line which is particularly described by metes and bounds, as follows:

Beginning at a point located S.71°-54'-23"W., a distance of 105.07 feet from the northeast corner of the SE/4 SW/4 of Section 34, T.34N., R.109W., thence from said point of beginning S.00°-13'-50"E., a distance of 1170.00 feet;

thence S.42°-04'-08"W., a distance of 216.54 feet to a point in Section 3, Lot 3, T.33N., R.109W.;

thence S.07°-19'-53"E., a distance of 794.79 feet;

thence S.00°09'-34"E., a distance of 398.95 feet;

thence S.69°-54'-08"E., a distance of 168.91 feet to a point in the SW/4 NE/4 of Section 3;

thence N.89°-57-'00"E., a distance of 287.12 feet;

thence South, a distance of 400 feet;

thence S.64°-30'-01"W., a distance of 330.23 feet;

thence N.42°-13'-07"W., a distance of 389.63 feet to a point on U.S. Highway 191 R.O.W. being in NE/4 NW/4, Section 3;

thence continuing inside the R.O.W. N.31°-58-17"W., a distance of 375.55 feet;

thence S.62°-12'-10"W., a distance of 24.13 feet to the end of the Skyline Street sewer;

TO HAVE AND TO HOLD said easement and right of way unto THE TOWN OF PINEDALE, WYOMING, a municipal corporation, forever.

All lands ands grounds embraced and contained within the easement and right of way hereof shall, EXCEPT at times of maintenance and construction, be maintained in the same or better condition as when entered upon under the authority hereof; all pipelines and conduits which are used under authority hereof shall be placed and installed beneath the surface of the land and ground NOT LESS THAN FOUR (4) FEET.

IN WITNESS WHEREOF, NICHOLAS STADLER, JR., grantor, has hereunto affixed his signature this 16th day of March, 1990.

Nicholas Stadler Jr
NICHOLAS STADLER, JR.

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before by NICHOLAS STADLER, JR. this 16th day of March, 1990.

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

EASEMENT
FOR
CONSTRUCTION AND MAINTENANCE OF SEWER LINE

KNOW ALL MEN BY THESE PRESENTS:

That PINE CREEK DITCH COMPANY, INC., a Wyoming corporation, grantor, for and in consideration of ONE DOLLAR ($1) and other good and valuable considerations, receipt whereof is hereby acknowledged, HAS GIVEN AND GRANTED and DOES HEREBY GIVE, GRANT, SELL AND ASSIGN AND SET OVER unto THE TOWN OF PINEDALE, WYOMING, a municipal corporation, grantee, a permanent easement and right of way, including the perpetual right to enter upon the real estate hereinafter described, at anytime, and construct, maintain and repair underground pipelines and conduits for the purpose of conveying sewage and waste water over, across, through and under the lands hereinafter described, TOGETHER WITH the right to excavate and refill ditches and trenches for the location of said pipelines and conduits and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines and conduits;

The land affected by the grant of this easement and right of way is located in the County of Sublette and State of Wyoming and is more particularly described as follows, to-wit:

Township 34 North, Range 109 West of the 6th Principal Meridian

Section 34 - SE/4 SW/4

Township 33 North, Range 109 West of the 6th Principal Meridian

Section 3 - Lot 3, SW/4 NE/4, and NE/4 NW/4

The easement and right of way hereby granted covers a strip of land 30 feet in width over and across the above-described lands, and being 15 feet on each side, measured radially from, or perpendicular to the

228712

RECORDED May 2 19 90 8:35 A M
IN BOOK 57 Misc. PAGE 215
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

following described center line which is particularly described by metes and bounds, as follows:

Beginning at a point located S.71°-54'-23"W., a distance of 105.07 feet from the northeast corner of the SE/4 SW/4 of Section 34, T.34N., R.109W., thence from said point of beginning S.00°-13'-50"E., a distance of 1170.00 feet;

thence S.42°-04'-08"W., a distance of 216.54 feet to a point in Section 3, Lot 3, T.33N., R.109W.;

thence S.07°-19'-53"E., a distance of 794.79 feet;

thence S.00°09'-34"E., a distance of 398.95 feet;

thence S.69°-54'-08"E., a distance of 168.91 feet to a point in the SW/4 NE/4 of Section 3;

thence N.89°-57-'00"E., a distance of 287.12 feet;

thence South, a distance of 400 feet;

thence S.64°-30'-01"W., a distance of 330.23 feet;

thence N.42°-13'-07"W., a distance of 389.63 feet to a point on U.S. Highway 191 R.O.W. being in NE/4 NW/4, Section 3;

thence continuing inside the R.O.W. N.31°-58-17"W., a distance of 375.55 feet;

thence S.62°-12'-10"W., a distance of 24.13 feet to the end of the Skyline Street sewer;

TO HAVE AND TO HOLD said easement and right of way unto THE TOWN OF PINEDALE, WYOMING, a municipal corporation, forever.

All lands ands grounds embraced and contained within the easement and right of way hereof shall, EXCEPT at times of maintenance and construction, be maintained in the same or better condition as when entered upon under the authority hereof; all pipelines and conduits which are used under authority hereof shall be placed and installed beneath the surface of the land and ground NOT LESS THAN FOUR (4) FEET.

THE TOWN OF PINEDALE, WYOMING, a municipal corporation, the grantee herein, shall protect, indemnify, make whole and pay all damages suffered by and caused to PINE CREEK DITCH COMPANY, INC., a Wyoming corporation, grantor, in the exercise of the easement herein granted; FURTHER, THE TOWN OF PINEDALE shall assume all liability, present and future, for any damages to any third party that may result from the use of the easement herein granted.

IN WITNESS WHEREOF, PINE CREEK DITCH COMPANY, INC., a Wyoming corporation, which has no corporate seal, has caused the execution hereof by its president this 6 day of April, 1990.

PINE CREEK DITCH COMPANY, INC.,
a Wyoming corporation

By Ward Rumpler
WARD RUMPLER, its president

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by WARD RUMPLER this 6th day of April, 1990, and said WARD RUMPLER represents that the aforesaid PINE CREEK DITCH COMPANY, INC., a Wyoming corporation, has no corporate seal.

Witness my hand and official seal.

[illegible] - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 22, 1991

Taye Hammons
Notary Public

My commission expires: 11/22/1991

EASEMENT
FOR
CONSTRUCTION AND MAINTENANCE OF SEWER LINE

KNOW ALL MEN BY THESE PRESENTS:

That SUBLETTE COUNTY HISTORICAL SOCIETY, INC., a Wyoming corporation, grantor, for and in consideration of ONE DOLLAR ($1) and other good and valuable considerations, receipt whereof is hereby acknowledged, HAS GIVEN AND GRANTED and DOES HEREBY GIVE, GRANT, SELL AND ASSIGN AND SET OVER unto THE TOWN OF PINEDALE, WYOMING, a municipal corporation, grantee, a permanent easement and right of way, including the perpetual right to enter upon the real estate hereinafter described, at anytime, and construct, maintain and repair underground pipelines and conduits for the purpose of conveying sewage and waste water over, across, through and under the lands hereinafter described, TOGETHER WITH the right to excavate and refill ditches and trenches for the location of said pipelines and conduits and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines and conduits;

The land affected by the grant of this easement and right of way is located in the County of Sublette and State of Wyoming and is more particularly described as follows, to-wit:

Township 34 North, Range 109 West of the 6th Principal Meridian

Section 34 - SE/4 SW/4

Township 33 North, Range 109 West of the 6th Principal Meridian

Section 3 - Lot 3, SW/4 NE/4, and NE/4 NW/4

The easement and right of way hereby granted covers a strip of land 30 feet in width over and across the above-described lands, and being 15 feet on each side, measured radially from, or perpendicular to the

228713

RECORDED May 2 19 90 8:35 A M
IN BOOK 57 Misc. PAGE 218
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Pl

following described center line which is particularly described by metes and bounds, as follows:

Beginning at a point located S.71°-54'-23"W., a distance of 105.07 feet from the northeast corner of the SE/4 SW/4 of Section 34, T.34N., R.109W., thence from said point of beginning S.00°-13'-50"E., a distance of 1170.00 feet;

thence S.42°-04'-08"W., a distance of 216.54 feet to a point in Section 3, Lot 3, T.33N., R.109W.;

thence S.07°-19'-53"E., a distance of 794.79 feet;

thence S.00°09'-34"E., a distance of 398.95 feet;

thence S.69°-54'-08"E., a distance of 168.91 feet to a point in the SW/4 NE/4 of Section 3;

thence N.89°-57-'00"E., a distance of 287.12 feet;

thence South, a distance of 400 feet;

thence S.64°-30'-01"W., a distance of 330.23 feet:

thence N.42°-13'-07"W., a distance of 389.63 feet to a point on U.S. Highway 191 R.O.W. being in NE/4 NW/4, Section 3;

thence continuing inside the R.O.W. N.31°-58-17"W., a distance of 375.55 feet;

thence S.62°-12'-10"W., a distance of 24.13 feet to the end of the Skyline Street sewer;

TO HAVE AND TO HOLD said easement and right of way unto THE TOWN OF PINEDALE, WYOMING, a municipal corporation, forever.

All lands ands grounds embraced and contained within the easement and right of way hereof shall, EXCEPT at times of maintenance and construction, be maintained in the same or better condition as when entered upon under the authority hereof; all pipelines and conduits which are used under authority hereof shall be placed and installed beneath the surface of the land and ground NOT LESS THAN FOUR (4) FEET.

IN WITNESS WHEREOF SUBLETTE COUNTY HISTORICAL SOCIETY, INC., has caused the execution hereof by its president and its corporate seal to be hereunto affixed this 12th day of April, 1990.

SUBLETTE COUNTY HISTORICAL SOCIETY, INC., a Wyoming corporation

Attest:

(S e a l)

By Debi Ruland
Its secretary

By Paul C. Hagenstein
Its president

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before by Paul C Hagenstein this 12th day of April, 1990.

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

CERTIFICATE OF PURCHASE

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

THIS CERTIFICATE OF PURCHASE made and entered this 2nd day of May, 1990, by Jack N. Cain, Sheriff of SUBLETTE County, Wyoming, or his duly authorized agent, and Rocky Mountain F.S.B. f/k/a Rocky Mountain Federal Savings and Loan Association, pursuant to §1-18-102, Wyoming Statutes, 1977.

WITNESSETH:

WHEREAS, on December 2, 1987, Anthony E. Lewis, a single person did make, execute and deliver a mortgage to Rocky Mountain Federal Savings and Loan Association n/k/a Rocky Mountain F.S.B., wherein and whereby he conveyed and mortgaged unto said Mortgagee the following described real estate:

Lots 13 and 14, Jim Bridger Estates, Second Filing, Sublette County, Wyoming.

for the purpose of securing the payment of his, $11,844.71, Note. This Mortgage was recorded on December 8, 1987, in Book 48, Page 691, at the Office of the SUBLETTE County Clerk and Ex Officio Register of Deeds for SUBLETTE County, Wyoming;

WHEREAS, default has occurred in the covenants contained in said Mortgage including the payment of the principal and interest on said Note secured by said Mortgage: and

WHEREAS, the above-described property has been sold at public sale held at Pinedale, SUBLETTE, County Wyoming, at 10:00 o'clock a.m., on the 2nd day of May, 1990, at the request of Rocky Mountain F.S.B. f/k/a Rocky Mountain Federal Savings and Loan Association, the holder of record of the above-described Mortgage; and

WHEREAS, it appears that all the prerequisites for foreclosure by advertisement and sale have been complied with and notice of the aforementioned sale has been given in accordance with the laws of the State of Wyoming, and said sale was in all other respects conducted according to law; and

WHEREAS, at said sale, the above-described real estate was purchased by Rocky Mountain F.S.B. f/k/a Rocky Mountain Federal Savings and Loan Association, for its bid in the amount of TWELVE THOUSAND THREE HUNDRED FORTY FOUR DOLLARS AND 01/100THS ($12,344.01).

NOW, THEREFORE, the undersigned does hereby certify that Rocky Mountain F.S.B. f/k/a Rocky Mountain Federal Savings and Loan Association, as purchaser at the aforementioned sale, is entitled to a Deed for the above-described property at the expiration of the period of redemption, unless the property is redeemed prior to that date as provided by law.

IN WITNESS WHEREOF, I have duly executed this CERTIFICATE OF PURCHASE the day and year first above written.

Darr W. Ruland
SHERIFF, (DEPUTY)
SUBLETTE COUNTY, WYOMING

228715

RECORDED May 2 1990 10:10 A.M.
IN BOOK 57 Misc. PAGE 221
FEES $20.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jan Riley

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

On this 2nd day of May, 1990, personally appeared Hank W. Ruland, to me known to be a Deputy Sheriff of SUBLETTE County, Wyoming, and the person who executed the foregoing instrument, and acknowledged that he is a Deputy Sheriff of SUBLETTE County, Wyoming, and that he executed the same as his free and voluntary act.

2nd IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of May, 1990.

Jan Riley
NOTARY PUBLIC

My Commission Expires: 10·2·93

S E A L:

Jan Riley - Notary Public
County of Sublette
State of Wyoming
My Commission expires Oct. 2, 1993

AFFIDAVIT OF SHERIFF

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

I, **Jack N. Cain**, Sheriff of **SUBLETTE** County, Wyoming, or his duly authorized agent, being first duly sworn, certify, as Sheriff, that I acted as auctioneer and sold under that certain Mortgage dated **December 2, 1987**, and executed by **Anthony E. Lewis**, a single person which Mortgage is now owned by **Rocky Mountain F.S.B. f/k/a Rocky Mountain Federal Savings and Loan Association**, the real estate described in said Mortgage.

I further certify that said Notice of Sale was given by publishing the same for four (4) consecutive weeks, at least once each week, prior to **May 2, 1990**, in the **Pinedale Roundup**, a newspaper of general circulation, printed and published in **SUBLETTE** County, Wyoming, all of which is more fully shown by the Affidavit of the Publisher attached hereto and marked as "Exhibit A".

I further certify that said Notice(s), as so printed and published, specified:

1. The name of the mortgagor and mortgagee;

2. The date of the Mortgage, the time when recorded and the place where recorded;

3. The amount claimed to be due thereon at the date of the Notice;

4. The description of the mortgaged premises conforming to that contained in the Mortgage;

5. The time and place of sale;

I further certify that default has been made in the payment of the principal and interest due on said Note secured by said Mortgage; that no suit or proceeding has been instituted at law to recover the debt remaining secured by said Mortgage, or any part thereof, and that said Mortgage contained full power of sale and has been duly recorded.

I further certify that said sale was of public vendue at the hour of 10:00 a.m., on **May 2, 1990**, at the front door of the **SUBLETTE** County Courthouse, **Pinedale**, SUBLETTE County, Wyoming, at the time and place specified in the published Notice of said sale.

I further certify that at said sale, the mortgaged premises were purchased by **Rocky Mountain F.S.B. f/k/a Rocky Mountain Federal Savings and Loan Association** for the sum of TWELVE THOUSAND THREE HUNDRED FORTY FOUR DOLLARS AND 01/100THS ($12,344.01), and that this sum was the highest bid for the premises, and that said premises consisted of real property described as follows:

Lots 13 and 14, Jim Bridger Estates, Second Filing, Sublette County, Wyoming.

I further certify that I issued and delivered to said purchaser a certificate showing that I sold and said purchaser bought said property at said sale and should be entitled to a Deed in accordance with law.

I further certify that said sale was in all respects conducted openly and fairly; that the purchase price received therefore was the highest price that could be obtained for said real estate; that

no more of said real estate was sold than was necessary for the payment of said Mortgage indebtedness, with interest and the expenses allowed by law, and that the purchaser paid the purchase price heretofore mentioned.

DATED this 2nd day of May, 1990.

Hank W. Ryland
SHERIFF (DEPUTY)
SUBLETTE COUNTY, WYOMING

Subscribed and sworn to before me by Hank W. Ryland a Deputy Sheriff of SUBLETTE County, Wyoming, this 2nd day of May, 1990.

Jan Riley
NOTARY PUBLIC

My Commission Expires: 10-2-93

S E A L:

Jan Riley - Notary Public
County of Sublette
State of Wyoming
My Commission expires Oct. 2, 1993

PROOF OF PUBLICATION

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

I, ... Paul Rock [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...29...day of .....March..., 19.90 and the last publication thereof on the...19...day of.....April....., 19.90

Paul A. Rock

Subscribed in my presence and sworn to before me this ..... 19 day of .....Apr.1....., 19.90

Notary Public

My Commission expires October 7, 1990

NOTICE OF FORECLOSURE BY SALE

Default having occurred on a Mortgage dated December 2, 1987, given by Anthony E. Lewis, a single person, to Rocky Mountain Federal Savings and Loan Association n/k/a/ Rocky Mountain F.S.B., to secure the payment of a Promissory Note in the amount of $11,844.71, of an even date therewith, which Mortgage embraced the following-described real property:

Lots 13 and 14, Jim Bridger Estates, Second Filing, Sublette County, Wyoming.

which Mortgage was duly recorded on December 8, 1987, in Book 48, Page 691, at the Office of the County Clerk and Ex Officio Register of Deeds of SUBLETTE County, Wyoming;

WHEREAS, default has occurred by reason of 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, no suit or proceeding has been instituted at law to recover the debt remaining secured by said Mortgage or any part thereof;

NOW, THEREFORE, NOTICE IS HEREBY GIVE 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 bid for cash, at the hour of 10:00 a.m., on May 2, 1990, at public vendue, at the County Courthouse Building, (Front Steps) Pinedale, Wyoming. The amount due and owing as of May 2, 1990 is $11,289.13, plus unpaid principal, interest, assessments and taxes, in addition to all amounts due from unpaid utility bills, interest to the date of sale, attorney's fees and cost of the foreclosure action.

DATED this 29th day of March, 1990.

Rocky Mountain F.S.B. f/k/a/ Rocky Mountain
Federal Savings and Loan Association

Hanes, Burke, Woodard & Bishop, P.C.
1720 Carey Avenue, Suite 600
Cheyenne, Wyoming 82001
(307) 634-2731

Publish in the **Pinedale Roundup** March 29, April 5, 12, 19, 1990.

[redacted]

AFFIDAVIT OF ATTORNEY

STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

MARK A. BISHOP, being first duly sworn upon oath, deposes and says:

1. That he is one of the attorneys for Rocky Mountain F.S.B., which is the present owner of a Mortgage dated December 2, 1987, said Mortgage having been executed by **Anthony E. Lewis**, a single person to **Rocky Mountain Federal Savings and Loan Association** n/k/a Rocky **Mountain F.S.B.**, which Mortgage was recorded on **December** 8, 1987, in Book 48, Page 691, in the Office of the SUBLETTE County Clerk and Ex Officio Register of Deeds for **SUBLETTE** County, Wyoming.

2. That the Mortgagor is in default in the payment of the principal and interest secured by said Mortgage and that, pursuant to the provisions contained in said Mortgage for Foreclosure by Advertisement and Sale, said Mortgagee and owner of said Mortgage have given notice that said Mortgage will be foreclosed by sale of the mortgaged premises.

3. That said Mortgage provides that there shall be included in any or all foreclosure proceedings a reasonable attorney's fee and that the attorney fees charged to conduct the foreclosure were reasonable.

4. That this affiant is admitted generally to practice law in the State of Wyoming, resides therein, and that there has been no agreement, express or implied, between this affiant and any other person, for any sharing or division of any fees to be allowed or added to the debt involved in this foreclosure, and that the fee when so allowed, or added to the debt, shall be only as compensation for services actually rendered in the foreclosure proceeding by an attorney admitted to practice in this State and residing therein.

5. That this Affidavit is made in compliance with §34-4-112, Wyoming Statutes, 1977.

DATED this 26th day of April, 1990.

Mark A. Bishop
MARK A. BISHOP

Subscribed and sworn to before me this 26th day of April, 1990, by MARK A. BISHOP.

Witness my hand and official seal.

Michelle Birdsall
NOTARY PUBLIC

My Commission Expires: _____

S E A L:

MICHELLE BIRDSALL - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires Febr. 26, 1994

AFFIDAVIT OF PREREQUISITES TO FORECLOSE

STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

MARK A BISHOP, being first duly sworn upon oath, deposes and says:

1. That **Anthony E. Lewis,** a single person and/or his assigns, has failed to pay the principal, interest, insurance premiums and taxes when the same became due and payable, and in this, and otherwise, has defaulted in his performance of the conditions and terms of the Mortgage held by **Rocky Mountain F.S.B. f/k/a Rocky Mountain Federal Savings and Loan Association,** upon the real property described below. The said Mortgagee elects to declare the entire balance due and payable and to exercise the power to foreclose the Mortgage by advertisement and sale as provided in the Mortgage.

2. That the real property so mortgaged is described as follows:

Lots 13 and 14, Jim Bridger Estates, Second Filing, Sublette County, Wyoming.

3. That suit has not been instituted at law, or in the alternative, if a suit was commenced, it has now been discontinued, or that no execution of the Judgment has been successfully completed.

4. That the Mortgage contains a power of sale, has been duly recorded and in the event there was an assignment, those assignments have been recorded.

5. That written notice by certified mail of the intent to foreclose by advertisement and sale has been mailed to the last known address of the record owner, and the person or persons in possession at least ten (10) days before the commencement of publication of notice of sale and that return receipts have been duly received evidencing delivery of such notice or that said Notice was refused by occupant, unclaimed or otherwise undeliverable. Copies of said Notices are attached hereto as Exhibit "A" and incorporated herein by this reference.

6. That this Affidavit is made in compliance with §34-4-103, Wyoming Statutes, 1977.

DATED this 26th day of April, 1990.

Mark A Bishop
MARK A. BISHOP

Subscribed and sworn to before me this 26th day of April, 1990, by MARK A. BISHOP.

Witness my hand and official seal.

Michelle Birdsall
Notary Public

My Commission Expires: _____
S E A L:

MICHELLE BIRDSALL - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires Febr. 26, 1994

HANES, BURKE, WOODARD & BISHOP
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
600 NEW BOYD BUILDING 1720 CAREY AVENUE
P.O. BOX 329
CHEYENNE, WYOMING 82003

PHONE (307) 634-2731
FAX (307) 635-4040

JOHN G. HANES
E. JAMES BURKE
RHONDA SIGRIST WOODARD*
MARK A. BISHOP**

*ALSO ADMITTED IN OHIO
**ALSO ADMITTED IN COLORADO

March 13, 1990

NOTICE OF INTENT TO FORECLOSE BY ADVERTISEMENT AND SALE

CERTIFIED MAIL
Certified Receipt #P-175 911 962

RE: Rocky Mountain F.S.B./Lewis, Anthony E.
LOAN #2-5100035

TO: Anthony E. Lewis
P.O. Box 1082
Green River, WY 82935

PLEASE TAKE NOTICE that Rocky Mountain F.S.B. f/k/a Rocky Mountain Federal Savings and Loan Association, has accelerated the maturity date of the loan originally made to Anthony E. Lewis, and has directed Hanes, Burke, Woodard & Bishop, P.C., to proceed with Foreclosure by Advertisement and Sale of the property located at Beaver Ridge Road, Daniel, WY 83115; legally described as:

Lots 13 and 14, Jim Bridger Estates, Second Filing, Sublette County, Wyoming.

As of February 26, 1990, the Note and Mortgage which was executed on December 2, 1987, is in default in the amount of $11,076.65, (with a per diem rate of $3.32) plus unpaid principal, interest, assessments and taxes, in addition to all amounts due from unpaid utility bills, interest to date of sale, attorney's fees and cost of the foreclosure action. The Mortgage was recorded in the SUBLETTE County Clerk's Office on December 8, 1987, in Book 48, Page 691.

You are entitled to thirty (30) days within which to dispute the validity of this debt or any portion thereof after receipt of this letter. If your written request for verification of the debt is received within the thirty (30) day period, additional debt verification will be forwarded. The name and address of the original creditor, if different from the current creditor will be provided to you upon written request within thirty (30) days from the date of this letter.

As per Chapter 4 of Title 34 of the Wyoming Statutes, this letter will serve as your formal Notice of Intent to Foreclose by Advertisement and Sale.

[redacted]

[redacted] [redacted] [redacted]

Enclosed is a copy of the Notice of Foreclosure which will publish in the local newspaper where the property is located.

HANES, BURKE, WOODARD & BISHOP, P.C.

BY: Mark A. Bishop
MARK A. BISHOP
Attorney for Rocky Mountain F.S.B.

MAB/mb
Enclosure
cc: Susan Marick

P-175 911 962

RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse)

Sent to: Antony E. Lewis	
Street and No. P.O. Box 1082	
P.O. State and ZIP Code: Green River, WY 82935	
Postage	$ .45
Certified Fee	1.75
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	$ 2.20
Postmark or Date	

PS Form 3800, June 1985

MAB/RM/Lewis 3

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:
Antony E. Lewis
P.O. Box 1082
Green River, WY 82935

4. Article Number
P-175 911 962

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 — Addressee
X A E Lewis

6. Signature — Agent
X

7. Date of Delivery
3-20-90

8. Addressee's Address *(ONLY if requested and fee paid)*
1745 Virginia
Green River
WY 82935

PS Form **3811**, Apr. 1989 ★U.S.G.P.O. 1989-238-815 **DOMESTIC RETURN RECEIPT**

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00) receipt whereof is hereby acknowledged by SUBLETTE COUNTY, State of Wyoming, hereinafter called the "Grantor", DO HEREBY GRANT unto CARL WINTERS and PEGGY WINTERS husband and wife, their guests, heirs, successors, and assigns, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for their use on the following described lands situate in the County of Sublette and State of Wyoming, to wit:

A Parcel of land Located in T.33N., R.109W., Sec. 5, Sublette County Wyoming, 30 feet in width the centerline of which is described as follows: Beginning at a point which lies N.76°-13'W., and a distance of 532.2 feet from the 1/4 corner common to S.4/S.5, said point is also the Center line of Club House Road 23-218; thence from said point of beginning S.49°-43'W., and a distance of 221.50 feet more or less to a point on the east boundary line of said tract of land recorded in Book 6 Q.C.D., Page 660. Right of Way to be 15 feet each side of described centerline.

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

Grantor also grants the right of ingress and egress to and from said lands for the purpose of constructing, maintaining and operating telephone, telegraph or electric transmission and distribution lines to set their poles, piers, abutments, wires and other fixtures along, across or under the above described lands in accordance with 1-26-301 of the Wyoming Statutes, (1977);

Grantor also grants the right to the Grantee to fill or to excavate and remove all materials underlying the course of the roadway, whether under present or future construction, maintenance or repair, which may be necessary in order to meet required or disired engineering specifications as may be applicable.

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

228769

RECORDED May 7 1990 3:00 P M
IN BOOK 57 Misc. PAGE 230
FEES $ N/C Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

IN WITNESS WHEREOF, the party of the first part has caused its seal to be hereunto affixed and these presents to be signed by its duly authorized officers, on the 1ST day May, 1990.

BOARD OF COUNTY COMMISSIONERS
SUBLETTE COUNTY, WYOMING

Louie Tomassi
LOUIE TOMASSI, Chairman

Craig L. Crandall
CRAIG L. CRANDALL, Member

Monte B. Skinner
MONTE B. SKINNER, Member

Attest:

County Clerk

STATE OF WYOMING)
ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged to before me by Louie Tomassi, Craig L. Crandall, Monte B. Skinner, this 1ST, day of May, 1990.

Witness my hand and official seal.

Notary Public

My Commission Expires:

232

WAIVER OF RIGHT OF FIRST REFUSAL

The undersigned, does hereby waive its right of first refusal to purchase the property located in Sublette County, Wyoming, owned by Richard A. Trost and Esther Trost, and proposed to be sold to Frederick Kimminau, Jr. and Mary Ann Kimminau, more particularly described as follows:

> Lot Number A-Twenty-Nine (A29) of Boulder Lake Country Estates, Amended Fourth Filing, an addition to said Sublette County, Wyoming, platted over Homestead Entry No. 159, embracing portions of Sections Three (3) and Ten (10), in Township 33 North, Range 107 Wet of the 6th P.M., as depicted and described on the plat thereof which was filed and recorded in the office of the Clerk of Sublette County, Wyoming, in Book 25 of Miscellaneous Records, at Page 528; together with all improvements thereon, easements, appurtenances, incidents and rights belonging and appertaining thereto and used in connection therewith; subject, however, to all reservations, restrictions and covenants of record, including those contained in the Declaration of Protective Covenants recorded in Book 35 of Miscellaneous Records, at Page 529.

This waiver is given pursuant to that certain Declaration of Protective Covenants Covering Boulder Lake Country Estates 4th Addition, Sublette County, Wyoming, filed of record with the Sublette County Clerk on July 18, 1979, in Book 35 Misc., at Page 529.

DATED this 2 day of ~~April~~ May, 1990.

BOULDER LAKE COUNTRY ESTATES, INC., a Wyoming corporation

By: Frederick G. Peterson
Frederick G. Peterson
~~President~~
Owner of Right of First Refusal

ATTEST:

~~William H. Jackson, Secretary~~

228771

RECORDED May 7 1990 3:20 P.M.
IN BOOK 57 MISC. PAGE 232
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF WYOMING)
) s.s.
COUNTY OF SUBLETTE)

On this 3rd day of ~~April~~ May, 1990, before me personally appeared Frederick G. Peterson, to me personally known, who, being by me duly sworn, ~~did say that he is the President of Boulder Lake Country Estates, Inc., 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 Frederick G. Peterson acknowledged said instrument to be the free act and deed of ~~said corporation~~. of his own rights of said Right.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal. Given under my hand and seal the date first above written.

[SEAL]

Jacqueline A. Argenbright
Notary Public

My Commission expires:

Feb. 10, 1993.

ASSIGNMENT OF REAL ESTATE

MORTGAGE DEED AND NOTE

KNOW ALL MEN that I EDITH MUSGROVE residing at Salt Lake City, Utah do hereby sell, assign, transfer and set over to EDITH MUSGROVE and LYNETTE ALSOP residing at Salt Lake City, Utah as Joint Tenants with full rights of survivorship a certain Mortgage Deed made by DAVE PAVEL and THERESA PAVEL to me, the said EDITH MUSGROVE dated SEPTEMBER 20, 1985 to secure the payment of the sum of $15,000 and interest thereon at the rate of 6% per annum together with the note and all indebtedness secured thereby, which Mortgage Deed is recorded in the Recorder's Office in and for the County of Sublette, State of Wyoming in book 44 of mortgages on page 428 as item 208631 and is a lien on all that certain lot, piece or parcel of land situated in the County of Sublette, State of Wyoming and more particularly described as follows:

Beginning at the southwest corner of the West Half Southwest Quarter Northwest Quarter (W/2 SW/4 NW/4), Section 15, Township 32 North, Range 108 West of the 6th P.M., Wyoming,

thence generally north along west line of said section 673 feet to the point of beginning of this traverse,

thence generally east along a line parallel to the north line of said section 208 feet,

thence generally south along a line parallel to the west line of said section 104 feet,

thence generally west along a line parallel to the north line of said section 208 feet,

thence generally north along the west line of said section, a distance of 104 feet to the point of beginning,

being a portion of the W/2 SW/4 NW/4, Section 15, Township 32 North, Range 108 West of the 6th P.M., Wyoming, being a tract of land 208 feet east and west and 104 feet north and south containing approximately 50/100 acre, more or less,

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

SUBJECT to reservations and restrictions contained in United States patents;

SUBJECT to easements and rights of way of record or in use;

228814

RECORDED May 8 1990 3:20 PM
IN BOOK 57 Misc. PAGE 234
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Raley

IN WITNESS whereof I have hereunto set my hand and seal in the City of Salt Lake, State of Utah on this 30 day of APRIL, 1990.

EDITH MUSGROVE

STATE OF UTAH)
:ss.
County of Salt Lake)

SUBSCRIBED and sworn to before me this 30th day of APRIL, 1990.

NOTARY PUBLIC, residing at

CLARENCE J. FROST NOTARY PUBLIC SALT LAKE CITY, STATE OF UTAH

My commission expires:

12-31-91

AFFIDAVIT

228825

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

RECORDED May 10 1990 10:20 A M
IN BOOK 52 M.S.C. PAGE 236
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mimi Riley

MARY JANE WILSON, ROBERT H. WILSON and HELEN ANN WILSON being first duly sworn upon their oaths, according to law, depose and say:

1-

That they are residents of the Town of Big Piney, County of Sublette, and State of Wyoming, and are adult persons;

2-

That this affidavit is made pursuant to the provisions of Section 2-9-102, Wyoming Statutes, 1977, and concerns the following described real estate and premises situate in the County of Sublette and State of Wyoming, to-wit:

> Lots 8, 9 and 10, Block 12, C. P. MacGlashan's First Addition to the Town of Big Piney, Wyoming, as the same appears of record on the official plat therefor filed for record in the office of the County Clerk and Ex-officio Register of Deeds, Sublette County, Wyoming;

3-

That by warranty deed dated the 12th day of September, 1969, filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming, on the 18th day of November, 1974, and recorded in Book 17 of Deeds of said office at page 316, the above described real estate and premises were conveyed by JAMES W. WILSON, ROBERT H. WILSON and HELEN ANN WILSON, grantors, unto JAMES W. WILSON, MARY JANE WILSON, ROBERT H. WILSON and HELEN ANN WILSON, as joint tenants, with full right of survivorship, grantees, of the Town of Big Piney, County of Sublette, and State of Wyoming;

4-

That the grantees named in the aforesaid warranty deed, JAMES W. WILSON, MARY JANE WILSON, ROBERT H. WILSON and HELEN ANN WILSON took title as joint tenants with full right of survivorship;

5-

That the aforesaid JAMES W. WILSON is deceased and that said JAMES W. WILSON died on the 21st day of January, 1990, in the County of Sweetwater, and State of Wyoming;

6-

That all interest of the aforesaid JAMES W. WILSON 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 these affiants did, by operation of law, at the time of death of JAMES W. WILSON become the sole owners of the above described real estate and premises and are on the date hereof the sole owners of the above described real estate and premises;

7-

That attached hereto is a copy of the official death certificate of JAMES W. WILSON certified by the public authority wherein such original death certificate is a matter of record and that said JAMES W. WILSON who is named in said death certificate is one and the same person as JAMES W. WILSON named in the aforesaid warranty deed as a grantee with MARY JANE WILSON, ROBERT H. WILSON and HELEN ANN WILSON, these affiants;

8-

That these affiants are the same persons as MARY JANE WILSON, ROBERT H. WILSON and HELEN ANN WILSON, grantees with JAMES W. WILSON in the aforementioned warranty deed.

Mary Jane Wilson
MARY JANE WILSON

Robert H Wilson
ROBERT H. WILSON

Helen A. Wilson
HELEN ANN WILSON

Subscribed and sworn to before me by MARY JANE WILSON, ROBERT H. WILSON and HELEN ANN WILSON this 23rd day of January, 1990.

NOTARY PUBLIC COMMISSION EXPIRES JAN 23 1993 SUBLETTE COUNTY

Georgia Costello
Notary Public

My commission expires: 1/23/93

238

17

STATE OF WYOMING
DIVISION OF HEALTH AND MEDICAL SERVICES
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 02A90

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT INK. FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME First	Middle	Last	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
James	Woodrow	Wilson	Male	January 21, 1990

4. SOCIAL SECURITY NUMBER	5a. AGE-Last Birthday (Years)	5b. UNDER 1 YEAR Months	Days	5c. UNDER 1 DAY Hours	Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
520-05-6931	75					August 16, 1914

7a. PLACE OF DEATH (Check only one)

HOSPITAL [X] Inpatient [ ] ER/Outpatient [ ] DOA | OTHER [ ] Nursing Home [ ] Residence [ ] Other (Specify)

7b. FACILITY NAME (If not institution, give street and number)	7c. CITY, TOWN, OR LOCATION OF DEATH	7d. COUNTY OF DEATH
Sweet Water Memorial Hospital	Rock Springs	Sweetwater

8. STATE OF BIRTH (If not in U.S.A., name country)	9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify)	10. SURVIVING SPOUSE (If wife, give maiden name)
Wyoming	MaRRIED	Mary Jane Boyce

11. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no)	12a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)	12b. KIND OF BUSINESS OR INDUSTRY
No	Trucking	Oil Field

13a. RESIDENCE STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Sublette	Big Piney	200 N. Mickelson Sy.

13e. INSIDE CITY LIMITS? (Specify yes or no)	14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes-If yes specify Cuban, Mexican, Puerto Rican, Etc.)	15. RACE-American Indian, Black, White, Etc. (Specify)	16. DECEDENT'S EDUCATION (Specify only highest grade completed)	
			Elementary/Secondary (0-12)	College (1-4 or 5+)
Yes	No [X] Yes [ ] (Specify)	White	9	

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
George	T.	Wilson	Mabel	F.	Masoner

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Robert Wilson	Son

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIPCODE
P.O. Box 126	Big Piney	Wyoming	83113

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY-NAME	20d. LOCATION CITY OR TOWN	STATE
Burial	Jan. 25, 1990	Plainview	Big Piney	

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
Edwin Hudson	337	Hudson's Funeral Home	115	164 N. Bridger, Pinedale

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

22a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) ▶ Patrick B. M.D. McDermott

22b. DATE SIGNED (Mo., Day, Yr.) Jan. 25, 1990

22c. HOUR OF DEATH 4:45 AM

22d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)

To be Completed by CORONER Only

23a. 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) ▶

23b. DATE SIGNED (Mo., Day, Yr.)

23c. HOUR OF DEATH M

23d. PRONOUNCED DEAD (Mo., Day, Yr.)

23e. PRONOUNCED DEAD (Hour) M

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

Dr. Patrick McDermott 1208 Hill Top Dr. Rock Springs, Wyo. 82901

25a. REGISTRAR (Signature) ▶ Edwin C. Mehle

25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) January 30, 1990

CAUSE OF DEATH

26. PART I. Enter the diseases, injuries, or complications that caused death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.

		Approximate Interval Between Onset and Death
IMMEDIATE CAUSE (Final disease or condition resulting in death) ▶	a. Cardiac arrest	Immediate
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST	DUE TO (OR AS A CONSEQUENCE OF): b. Cardiogenic shock	days
	DUE TO (OR AS A CONSEQUENCE OF): c. Acute myocardial infarction	days
	DUE TO (OR AS A CONSEQUENCE OF): d. Coronary artery disease	

PART II. OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not related to cause given in PART I

27. AUTOPSY (Specify yes or no)	28. WAS CASE REFERRED TO CORONER (Specify yes or no)
No	No

29. MANNER OF DEATH	30a. DATE OF INJURY (Month, Day, Year)	30b. TIME OF INJURY	30c. INJURY AT WORK? (Specify yes or no)	30d. DESCRIBE HOW INJURY OCCURRED
[X] Natural [ ] Accident [ ] Suicide [ ] Homicide [ ] Pending Investigation [ ] Could not be Determined		M		

30e. PLACE OF INJURY: At home, farm, street, factory, office building, etc. (Specify)	30f. LOCATION (Street and Number or Rural Route Number, City or Town, State)

FEB 8 1990

VR 2-89
1/89 15M

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 8, 1990

Lucinda M'Coffrey
Deputy State Registrar

[redacted] [redacted] [redacted]

646 228829

$4.00

April 18, 199[redacted] [redacted]9A M.
RECORDED ..... A..... M.
IN BOOK 284PR ..PAGE 646 KEMMERER, WYO.
NO. 716258 ELIZABETH C. WADE, CLERK

RECORDED May 16 1990 11:00 AM
IN BOOK 57 Misc PAGE 239
FEES 4.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
by Mary Ly

MOBIL FOUNDATION
3225 Gallows Road
Fairfax, Virginia 22037

CERTIFICATE OF ASSISTANT SECRETARY AS TO AUTHORIZATION OF BOARD OF DIRECTORS TO SELL REAL PROPERTY

I, JOHN J. GUILFOYLE, do hereby certify that I am a duly appointed Assistant Secretary of Mobil Foundation, Inc.

I further certify that at a meeting of the Board of Directors of Mobil Foundation, Inc., held at 150 East 42nd Street, New York, New York, on Wednesday, the 12th day of March, 1986, at which meeting a quorum was present, the following Resolution was unanimously adopted:

> "RESOLVED, that in any case where a sale of property has been duly authorized by the Board of Directors, or duly approved by the President or by any designee of the President and any Directors as provided under the foregoing resolutions, the President or such designee, or the Property Manager, be, and such person hereby is, authorized to execute contracts of sale, deeds or any other documents necessary or desirable to carry out such sale in accordance with the terms authorized."

I further certify that at a meeting of said Board of Directors held at 150 East 42nd Street, New York, New York, on June 7, 1989, at which meeting a quorum was present, a resolution was unanimously adopted in which the office of Acting Property Manager was created and such officer was authorized to "perform all the duties and hold all of the authority heretofore assigned and authorized by the Board of Directors to said Property Manager," including the authority granted in the resolution first mentioned above.

I further certify that the above resolutions are truly quoted and described from the records of Mobil Foundation, Inc., and that said resolutions have not been amended and remain in full force and effect.

I further certify that the sale and conveyance of the property known as Enron Green River Bend and Big Piney Fields, located in Lincoln and Sublette Counties, Wyoming, is duly authorized according to procedures established by said Board of Directors, that said property does not constitute all or substantially all of the assets of Mobil Foundation, Inc., and that Philip R. Brown is the duly appointed Acting Property Manager and an Assistant Secretary of Mobil Foundation, Inc.

IN WITNESS WHEREOF, I have signed my name and affixed the Corporate Seal at Fairfax, Virginia, this 14th day of March, 1990.

John J. Guilfoyle Jr.
Assistant Secretary

Commonwealth of Virginia. City/Co. of FAIRFAX. Acknowledged and sworn before me this 14 day of March 1990
Maureen Toomey
Notary Public My Comm. Exps 8/31/93

MAUREEN TOOMEY
Notary Public
Commonwealth of Virginia
My Comm. Exps. Aug. 31, 1993

240

416

$20.00

RECORDED April 5, 1990 AT 9A.M
IN BOOK 284PR 416
NO. 715717

I, P. A. STEVENSON, do hereby certify that I am a duly elected Senior Assistant Secretary of MOBIL OIL CORPORATION, a corporation duly organized and existing under the laws of the State of New York, United States of America; that I have custody of the Secretary's records; and I further certify that the attached two documents are true and correct copies of original documents on file in this office:

1. Certificate of Ownership and Merger merging General Petroleum Corporation into Socony Mobil Oil Company, Inc. as filed with the Department of State, State of New York on December 31, 1959.

2. Certificate of Amendment of Certificate of Incorporation of Socony Mobil Oil Company, Inc. effecting change of name to Mobil Oil Corporation as filed with the Department of State, State of New York on May 18, 1966.

IN TESTIMONY WHEREOF, I have signed my name and affixed the Corporate Seal at New York, New York, this 22nd day of March, 1990.

P. A. Stevenson
Senior Assistant Secretary

228835

RECORDED May 10 1990 2:30 P M
IN BOOK 57 MISC. PAGE 240
FEES $18.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By mary Riley

UNITED STATES OF AMERICA
STATE OF NEW YORK } SS
COUNTY OF NEW YORK

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 22nd DAY OF March A.D. 90

Walter Wojcik

WALTER WOJCIK
Notary Public, State of New York
No. 31-4827871
Qualified in New York County
Term Expires Oct. 31, 1991

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

GENERAL PETROLEUM CORPORATION

into

SOCONY MOBIL OIL COMPANY, INC.

Pursuant to Section 85 of the
Stock Corporation Law of the
State of New York

* * * * * *

Socony Mobil Oil Company, Inc., pursuant to the provisions of Section 85 of the Stock Corporation Law of the State of New York, hereby certifies, under its corporate seal, by its officers thereunto duly authorized, as follows:

1. That Socony Mobil Oil Company, Inc. is a stock corporation organized and existing under the laws of the State of New York.

193545

2. That General Petroleum Corporation is a corporation organized and existing under the laws of the State of Delaware, authorized to do business in the State of New York, and authorized to engage in business similar or incidental to the business which Socony Mobil Oil Company, Inc. is authorized to engage in.

3. That Socony Mobil Oil Company, Inc. owns all of the outstanding shares of the capital stock of said General Petroleum Corporation.

4. That the following is a copy of the resolutions of the Board of Directors of Socony Mobil Oil Company, Inc. to merge said General Petroleum Corporation into Socony Mobil Oil Company, Inc. and to assume all of its obligations, duly adopted at a meeting of said Board of Directors held on the 19th day of November, 1959:

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RESOLVED, that General Petroleum Corporation be merged into Socony Mobil Oil Company, Inc., and that Socony Mobil Oil Company, Inc. assume all of the obligations of General Petroleum Corporation; and

FURTHER RESOLVED, that the President or a vice president, and the Secretary or the Treasurer, of this Corporation be and they hereby are authorized and directed (a) to make and execute, in the name and under the corporate seal of this Corporation, and to cause to be filed in the Department of State of the State of New York and in the office of the Secretary of State of the State of Delaware, respectively, certificates of ownership and merger, setting forth the ownership by this Corporation of all of the outstanding shares of the capital stock of General Petroleum Corporation, a copy of the resolutions of the Board of Directors of this Corporation to merge said General Petroleum Corporation into this Corporation and to assume all of its obligations, and the date of adoption thereof, and containing such other provisions, respectively, as may be required by applicable laws of the States of New York and Delaware, and (b) to do all such other acts and things as they may deem necessary or advisable to effect such merger.

IN WITNESS WHEREOF, Socony Mobil Oil Company, Inc. has caused this Certificate to be signed in its behalf by one of its vice presidents and its Secretary, and its corporate seal to be hereunto affixed, this 30th day of December, 1959.

SOCONY MOBIL OIL COMPANY, INC.

By Paul Hollstein
Vice President

By A. S. Lenwood
Secretary

SOCONY MOBIL OIL COMPANY, INC. SEAL 1882

(1) Del
* * * * * * * * * * * * * * * * * * *
T.Y.C

193545

(2) assumed 4/29/53
T.Y.C.
originally
Standard Oil Co of New York
8/10/82
75-103

(2)

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

(1) GENERAL PETROLEUM CORPORATION

INTO

SOCONY MOBIL OIL COMPANY, INC.

PURSUANT TO SECTION 85 OF THE
STOCK CORPORATION LAW OF THE
STATE OF NEW YORK

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED DEC 31 1959
TAX $ None
FILING FEE $ 25—

Carleton K. Sharon
Secretary of State
By J. Tassey

* * * * * * * * * * * * * * * * * * *

John J. Scott
150 East 42nd Street
New York, New York

420

4-54

193545

243

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 30th day of December in the year 1959, before me personally came Paul Wollstadt and A. M. Sherwood, to me known, who, being by me duly sworn, each for himself, did depose and say that he, Paul Wollstadt resides in Millburn, New Jersey and is a vice president of Socony Mobil Oil Company, Inc., the corporation described in and which executed the above instrument; and that he, A. M. Sherwood, resides in Princeton, New Jersey and is the Secretary thereof; that each knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that each signed his name thereto by like order.

ELIZABETH CONROY NOTARY PUBLIC

Elizabeth Conroy
Notary Public

ELIZABETH CONROY

State of New York
DEPARTMENT OF STATE } ss.

725

I CERTIFY That I have compared the preceding copy with the **original Certificate of Merger of**

General Petroleum Corporation
(a Delaware corporation)
with
Socony Mobil Oil Company, Inc.,
(a New York corporation)

filed in this department on the **31st** day of **December**, 1 **959**, and that such copy is a correct transcript therefrom and of the whole of such original.

Witness my hand and the official seal of the Department of State at the City of Albany, this **twelfth** day of **January,** one thousand nine hundred **sixty.**

Caroline K. Simon
Secretary of State

By Abraham N. Davis
Deputy Secretary of State

Form 83. (Printed by the Department of State)

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

SOCONY MOBIL OIL COMPANY, INC.

Under Section 805 of the Business Corporation Law

Pursuant to the provisions of Section 805 of the Business Corporation Law, the undersigned President and Secretary, respectively, of Socony Mobil Oil Company, Inc. hereby certify:

FIRST: That the name of the corporation is Socony Mobil Oil Company, Inc. and that said corporation was incorporated under the name of Standard Oil Company of New York.

SECOND: That the Certificate of Incorporation of the corporation was filed by the Department of State, Albany, New York, on the 10th day of August, 1882.

THIRD: That the amendments to the Certificate of Incorporation effected by this Certificate are as follows:

(a) Article 1st of the Certificate of Incorporation, relating to the corporate name, is hereby amended to read as follows:

"1st The corporate name of said Company shall be,

MOBIL OIL CORPORATION".

(b) Article 5th of the Certificate of Incorporation, relating to the number of shares of capital stock and the par value thereof, is hereby amended to read as follows:

"5th The Capital Stock shall be divided into One Hundred Fifty Million (150,000,000) shares, all of which are of the same class and of the par value of Seven Dollars and Fifty Cents ($7.50) each."

(c) The formerly authorized 75,000,000 shares of the par value of $15.00 each are changed into 150,000,000

shares of the par value of $7.50 each at the rate of two for one.

FOURTH: That the amendments to the Certificate of Incorporation were authorized by a vote of the holders of a majority of all outstanding shares entitled to vote on amendments to the Certificate of Incorporation at a meeting of shareholders held on May 17, 1966.

IN WITNESS WHEREOF, this Certificate has been signed this 17th day of May, 1966.

(Sgd) RAWLEIGH WARNER, JR.
Rawleigh Warner, Jr., President

(Sgd) ARTHUR M. SHERWOOD
Arthur M. Sherwood, Secretary

STATE OF NEW YORK)
: SS.:
COUNTY OF NEW YORK)

ARTHUR M. SHERWOOD, being duly sworn, deposes and says that he is the Secretary of SOCONY MOBIL OIL COMPANY, INC., the corporation mentioned and described in the foregoing instrument; that he has read and signed the same and that the statements contained therein are true.

(Sgd) ARTHUR M. SHERWOOD

Sworn to before me this
17th day of May, 1966

(Sgd) ELIZABETH CONROY

ELIZABETH CONROY
Notary Public, State of New York
No. 41-5793000
Qualified in Queens County
Cert. Filed in New York County
Term Expires March 30, 1968

(NOTARIAL SEAL)

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

SOCONY MOBIL OIL COMPANY, INC.

Under Section 805 of the
Business Corporation Law

ARTHUR M. SHERWOOD, Esq.
SOCONY MOBIL OIL COMPANY, INC.
150 East 42nd Street
New York, New York 10017

248

424

$6.00

RECORDED April 5, 1990 AT 9A M
IN BOOK 284PR 424 RECORDED
NO 215718 DIANE WADE, CLERK

A F F I D A V I T

STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared B. J. White, known to me to be a credible person, who after being by me first duly sworn, on oath, deposes and says:

1. That he is an attorney-in-fact for Mobil Oil Corporation ("Mobil") and that the business address for the conduct of Mobil's natural gas activities is 12450 Greenspoint Drive, Houston, Texas 77060-1991;

2. That the Gas Purchase/Sales Contract ("Contract") between Mobil and Northwest Pipeline Corporation ("Northwest") dated May 23, 1977, as amended, was terminated in its entirety, and is no longer in force and effect, by the execution by both parties of a Termination Agreement dated and effective, April 1, 1989;

3. That said Contract was for the purchase of natural gas, by Northwest, and sale of natural gas, by Mobil, situated in the Hogsback Field, Sublette and Lincoln Counties, Wyoming;

228836

RECORDED May 10 19 90 2:30 P M
IN BOOK 57 M.S.C. PAGE 248
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Lilly

425

4. That to the best of his knowledge and belief, Mobil and Northwest have complied with procedures required by the Federal Energy Regulatory Commission or other regulatory agencies for the abandonment of sales of natural gas under the terminated contract.

B. J. White, Attorney-in-Fact
for Mobil Oil Corporation

SUBSCRIBED and SWORN TO, before me, this 20th day of March, 1990.

Ann B. Dodd, Notary Public for
the State of Texas

My Commission Expires
August 31, 1992.

249

250

$14.00

RECORDED April 5, 1990 AT 9A M
IN BOOK 284PR 426 SUBLETTE, WYO
715719 SUBLETTE COUNTY CLERK, CLERK

426

CERTIFICATION OF POWER OF ATTORNEY

I, H. A. Stowe, an Assistant Secretary of Mobil Oil Corporation do hereby certify:

THAT the attached is a true and correct copy of Power of Attorney dated February 1, 1990 appointing M. J. Scheffler, P. W. Sheetz and I. A. Fischer Attorneys-in-Fact of Mobil Oil Corporation.

228837 Dated this 22nd day of March, 1990.

RECORDED May 10 1990 2:30 P M
IN BOOK 57 MISC. PAGE 250
FEES $14.00 Mary L. Lenhart COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

H. A. Stowe
H. A. Stowe
Assistant Secretary

STATE OF COLORADO)
) ss:
COUNTY OF DENVER)

On March 22, 1990, before me, a Notary Public in and for the said County and State, personally appeared H. A. Stowe known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed same in his capacity of Assistant Secretary of Mobil Oil Corporation.

Witness my hand and official seal.

NOTARY PUBLIC SUE L. ROBERTS STATE OF COLORADO

Sue L. Roberts
Notary Public

My Commission Expires:

JB1108:mjh

My Commission expires April 19, 1993
1225 17th Street
Denver, Colorado 80202

[redacted] [redacted] [redacted]

POWER OF ATTORNEY

427

KNOW ALL MEN BY THESE PRESENTS: That MOBIL OIL CORPORATION, a corporation duly organized under the laws of the State of New York, United States of America, having its principal office and place of business in the City of New York, State of New York, hereinafter called the "Company", does hereby appoint:

I. A. Fischer
P. W. Sheetz
M. J. Scheffler

and each of them, its true and lawful Attorneys and Representatives, for it and in its name, place and stead, to assume the general charge and control of, and to manage the business, interests and property of the Company within the following territory, including the land and waters thereof, of the following States:

Alaska	Idaho	North Dakota
Arizona	Montana	Utah
Colorado	Nevada	Wyoming

including lands and waters of the Outer Continental Shelf hereinafter referred to as the "Territory", and to that end to do and perform within said Territory, in the name, place and stead of the Company, any or all of the following:

I. To make due application for proper authority to carry on the business of the Company and to do any and all acts and things required to be done to receive such authority; from time to time to do such further acts and things as are required by any governmental or governmental body in connection with the business, interests and property of the Company; to represent the Company before all branches of any government, governmental agencies, bodies, and instrumentalities; to accept service of summons and process in any legal proceeding against the Company, and to accept service of all notices affecting the Company; from time to time to designate a person or persons to accept any such service, and to revoke any such designation.

II. To acquire by purchase, lease or otherwise any real estate useful for the Company's business or any interests therein, including buildings, concessions, franchises and licenses; to register or cause to be registered any and all deeds, bills of sale or other instruments; to make such admissions, declarations and acknowledgments as may be necessary for such purposes; to appear before any judicial, administrative, or other authority, or notary public, and to sign the relative documents, books and records and to occupy any lands and buildings belonging to the Company, or to the possession of which it may be entitled.

III. To apply for, and to do any and all acts and things necessary to obtain in the name of the Company, registration of copyrights, trademarks, patents, permits, franchises, and licenses of every kind and nature, proper for, or incidental to, the conduct of the Company's business.

IV. To lease or sublet, but not to sell, any land or buildings belonging to, or leased by, the Company.

V. To employ, suspend, or discharge agents and employees of the Company under said Attorneys, and to direct said agents and employees in all matters pertaining to the conduct of the Company's business.

VI. To enter into and execute contracts for the sale or purchase of goods, wares and merchandise dealt in by the Company, and all other contracts and instruments necessary or proper in the conduct of the Company's business, including but not limited to Charter Parties, Average Agreements, Bonds, Contracts for the purchase (but not for the sale) of real estate, Leases, and Releases.

VII. To sell and make delivery of goods, wares and merchandise dealt in by the Company.

VIII. To do any and all acts and things necessary or proper in connection with the shipment, custody and transportation of goods, wares and merchandise or other property belonging or consigned to the Company, including but not limited to the making of declarations or oaths required by any customs authorities, the execution of bills of lading, and the giving of receipts in the name of the Company for goods, wares and merchandise or other property consigned or addressed to the Company.

IX. To incur and to pay all expenses necessary or proper in the conduct of the Company's business, or in the performance of any of the powers given to said Attorneys hereunder.

X. To open bank accounts with any bank or financial institution; to deposit therein from time to time funds of the Company; to endorse in favor of any such bank or financial institution any negotiable instruments or other orders for the payment of money drawn or endorsed to the Company; to draw, execute, and accept generally checks, bills of exchange and other negotiable instruments or orders for the payment of money, the same to be honored by the bank or financial institution, by which made payable, up to the full amount of such funds then on deposit with it, but not in excess thereof, provided said bank or financial institutions shall not have been given notice of the withdrawal of this authority.

XI. To demand, recover and receipt for all debts, sums of money, or property at any time due or belonging to the Company, or to the possession of which the Company is entitled, from any one or more persons, firms, associations, corporations, governments or governmental bodies, agencies or instrumentalities, and to give effectual releases, discharges and acquittances thereof.

XII. To prosecute, defend, arbitrate, compromise and settle suits or disputes; to be present in the courts and other tribunals, judicial and administrative, of all grades as plaintiff, defendant or third party as required or permitted by law; to do any and all lawful things necessary or proper in any such prosecution, defense, arbitration, compromise, and settlement; to sue out and accept service of writs and processes of courts or tribunals of competent jurisdiction; to cause any judgment, decree or decision in favor of the Company to be executed; to comply with, or appeal from, any judgment, decree or decision adverse to the Company; to give any bonds required by any court or tribunal, and to discontinue any legal proceedings.

XIII. To make proof of claims pursuant to any bankruptcy or insolvency laws, and to do any and all things proper in connection therewith, including the making of any adjustment or settlement, either with any alleged bankrupt or insolvent, or with any other creditor or creditors.

XIV. To take and accept mortgages or other liens on real or personal property, and to transfer the same to any person or persons; to cause sequestration and seizures; to enforce said mortgages or other liens by foreclosure, sale of the real or personal property covered thereby, or otherwise, and to exercise and execute all powers which now are, or shall hereafter be, conferred by law upon the holder or owner of such mortgages or other liens; to release and satisfy or otherwise discharge such mortgages and liens, and to execute such documents and instruments, and do all such acts and things as may be necessary or proper in connection therewith.

XV. To grant, assign or acquire servitudes, easements and rights-of-way.

Hereby giving and granting to said Attorneys and each of them full power and authority from time to time, to appoint any substitutes in respect of all or any of the matters aforesaid, and at pleasure to remove and revoke the authority of any substitute or substitutes whether appointed by them or any of them or by any other Attorney of the Company, reserving, nevertheless, to the Company the power to revoke at will any and all such appointments and substitutions by said Attorneys or any of them at any time made, and to give such notice and take such action as it may deem necessary or proper in connection therewith.

Hereby giving and granting unto said Attorneys and each of them, and any substitute or substitutes by them or any of them duly authorized, full power and authority to do and perform all and every act or thing necessary or incidental to the proper exercise of the powers herein specified, or necessary or incidental to the proper conduct of the Company's business, as fully to all intents and purposes as the Company or its officers and directors might or could do if personally present, hereby ratifying and confirming all that said Attorneys or any of them or their or his substitute or substitutes shall lawfully do or cause to be done by virtue hereof.

In the event of the death of said Attorneys or any of them, during the continuance of this power, or in the event of the revocation of the power herein granted to said Attorneys or any of them, any substitute or substitutes appointed by them or any of them, and whose powers have not theretofore been revoked, shall continue to have and exercise the powers conferred upon him or them until revoked and made void by the Company.

This Power of Attorney is for a period of two years, or sooner if it is revoked, after which it shall be null and void.

Hereby revoking similar Power of Attorney granted to B. D. Barrett, P. L. Caldwell, Jr., R. C. Charles, H. W. Norton, Jr., A. G. Peperone and C. E. Reny under date of January 1, 1989.

IN WITNESS WHEREOF, the undersigned has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officers the 1st day of February in the year One Thousand Nine Hundred and Ninety.

MOBIL OIL CORPORATION

BY: _____
Vice President

ATTEST:

_____
W. T. Oates, Jr.
Senior Assistant Secretary

WITNESSES:

_____

_____

CJI00057.ARC

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STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

BE IT REMEMBERED that I, WALTER WOJCIK, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 1st day of February, 1990:

Alaska

Before me, the undersigned, personally came J.P. KEEHAN, Vice President and W. T. Oates, Senior Assistant Secretary, respectively, of MOBIL OIL CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of New York, to me known to be the Vice President and Senior Assistant Secretary, respectively, of the said corporation, and acknowledged that the seal affixed to the within 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 the said J.P. KEEHAN, Vice President, and W. T. Oates, Senior Assistant Secretary acknowledged said instrument to be the free act and deed of said corporation.

Arizona

Before me, the undersigned officer, personally appeared J.P. KEEHAN, who acknowledged himself to be the Vice President of MOBIL OIL CORPORATION, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

Colorado

The foregoing instrument was acknowledged before me this day by J.P. KEEHAN, known to me to be the Vice President of MOBIL OIL CORPORATION, as the act of said corporation duly authorized by its Board of Directors.

Idaho

Before me personally appeared J.P. KEEHAN, known to me to be the Vice President of MOBIL OIL CORPORATION, the corporation that executed the within instrument, and the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

Montana

Before me personally appeared J.P. KEEHAN, Vice President of MOBIL OIL CORPORATION, a New York corporation, known to me to be the Vice President of the corporation that executed the within instrument.

Nevada

Personally appeared before me J.P. KEEHAN, known to me to be the Vice President who executed the same on behalf of MOBIL OIL CORPORATION, the corporation that executed the foregoing instrument and upon oath did depose that he is the officer of the corporation as above designated; that he is acquainted with the seal of the corporation and that the seal affixed to the instrument is the corporate seal of the corporation; that the signatures to the instrument were made by officers of the corporation as indicated after the signatures; and that the corporation executed the instrument freely and voluntarily and for the uses and purposes therein mentioned.

North Dakota — Before me personally appeared J P KEEHAN, known to be Vice President of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

Utah — Personally appeared before me J.P. KEEHAN, who being by me duly sworn did say that he is Vice President of MOBIL OIL CORPORATION, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said J.P. KEEHAN acknowledged to me that said corporation executed the same.

Wyoming — Before me appeared J.P KEEHAN, to me personally known, who, being by me duly sworn, did say that he is Vice President of MOBIL OIL CORPORATION, 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 J.P. KEEHAN acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for
the State of New York

My Commission Expires:

WALTER WOJCIK
Notary Public, State of New York
No. 31-4827671
Qualified in New York County
Term Expires Oct. 31, 1991

CJI00057.ARC

$14.00

RECORDED April 5, 1990 AT 9A M.
IN BOOK 284PR PAGE 432 SUBLETTE COUNTY, WYO.
NO 71572() ELIZABETH C. WADE, CLERK

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CERTIFICATION OF POWER OF ATTORNEY

I, H. A. Stowe, an Assistant Secretary of Mobil Exploration and Producing North America Inc. do hereby certify:

THAT the attached is a true and correct copy of Power of Attorney dated February 2, 1990 appointing M. J. Scheffler, P. W. Sheets, and I. A. Fischer Attorneys-in-Fact of Mobil Exploration and Producing North America Inc.

228838 Dated this 22nd day of March, 1990.

RECORDED May 10 1990 2:30 P M
IN BOOK 57 Misc. PAGE 256
FEES $14.50 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

H. A. Stowe
Assistant Secretary

STATE OF COLORADO)
) ss:
COUNTY OF DENVER)

On March 22, 1990, before me, a Notary Public in and for the said County and State, personally appeared H. A. Stowe known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed same in his capacity of Assistant Secretary of Mobil Exploration and Producing North America Inc.

Witness my hand and official seal.

NOTARY PUBLIC SUE L. ROBERTS STATE OF COLORADO

Sue L. Roberts
Notary Public

My Commission Expires

JBI108:mjh

My Commission expires April 19, 1993
1225 17th Street
Denver, Colorado 80202

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC., a corporation organized and existing under the laws of the State of Nevada, does hereby make, constitute and appoint:

I. A. Fischer M. J. Scheffler P. W. Sheetz

and each of them, its true and lawful Attorney-in-Fact with power and authority in accordance with the provisions of this instrument, for and on behalf of and in the name, place and stead of MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC., to contract for the purchase (including the acquisition of options therefor) and to purchase lands including oil, gas, sulphur or any other mineral rights, titles and interests and oil, gas, sulphur and any other mineral leases, subleases, assignments, permits, licenses and other oil, gas, sulphur and any other mineral agreements upon any and all property of every nature and kind, whether privately or publicly owned; to make and enter into unit and unitization (communitization) agreements, pooling agreements or other agreements providing for the exploration for, development of, or operation of, oil, gas, sulphur or any other mineral properties or interests; to release, to quit-claim or to surrender, either in whole or in part, any lease, assignment of lease, sublease, prospecting or other permit or license, contract or other agreement relating to oil, gas, sulphur or any other mineral or minerals; to contract for the drilling or re-working of wells and all related activities; to contract for (including leasing and subleasing) supplies, equipment, services, lands, buildings (including offices and office buildings) and facilities; to contract for the processing and treating of gas and liquids produced from wells; to execute and deliver natural gas sales contracts; to sell, exchange or otherwise dispose of personal property and equipment including materials and supplies; to grant, assign or acquire servitudes, easements and rights-of-way; to execute any and all forms, papers and documents, including oaths and affidavits thereon, required to document, register or list at the Bureau of Customs, Treasury Department, United States of America, and any Customs District therein, and with any other Federal or State agency or subdivision thereof, any and all vessels, boats, barges and other floating equipment owned or operated by or for MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC.; to receive, receipt for and collect such sums of money as may be due and payable to MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC.; to sign, execute and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D. C., or in the field, and any officer or employee thereof) as well as with other Federal or State agencies, commissions, departments, bureaus, offices, or authorities deemed appropriate by any such Attorney-in-Fact, (a) all and any offers to lease, bids for leases and leases, and applications for permits and permits (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including, without limitation, lands within the Public Domain, Submerged Lands and Acquired Lands) under any act and amendments thereto which provide for the leasing or exploration thereof (including without limitation, the Mineral Leasing Act of February 25, 1920, (41 Stat. 437), The Outer Continental Shelf Lands Act of August 7, 1953, (67 Stat. 462), the Right-of-Way Leasing Act of May 21, 1930, (46 Stat. 373), and the Mineral Leasing Act for Acquired Lands of August 7, 1947, (61 Stat. 913), as the same have been or may hereafter be amended, or any lands of any State or any Indian or Native lands and interests of every kind or description, (b) all statements of qualification, interest and holdings on behalf of MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC., (c) any other statements, notices or communications required or permitted to be filed or which may hereafter be required or permitted to be filed under any of the provisions of Title 30 or 43, Code of Federal

Regulations or under any other State or Federal act or regulation relating to the leasing or operation of State, Federal or Indian or Native lands for the exploration for and production therefrom of sulphur, oil and gas or any other mineral covered by any of such acts or regulations and (d) any applications or requests for approval of assignments or transfers of Federal, State or Indian sulphur, oil and gas leases or other mineral leases or permits, any unitization, pooling, communitization agreements and any other instruments which may be required to be filed with any such department, bureau, office, agency, authority or unit thereof; to procure any authorization, permit, or license from any governmental agency, federal, state or municipal, and to execute and file any and all instruments, documents, bonds, forms, reports and applications which may be required to be filed with any governmental agency; to execute all instruments and documents including bonds and other undertakings related to litigation or required to be filed in court or administrative board proceedings; and to prosecute, defend, arbitrate, compromise, and settle claims or litigation. This Power of Attorney specifically limits the authority of the herein Attorney-in-Fact to file offers to lease, bids or applications for permits for the sole and exclusive benefit of MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC., and not on behalf of any other person, in whole or in part. MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC. grants said Attorney-in-Fact specific authority to execute all statements of interest and of holdings in behalf of MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC., and to execute all other statements required, or which may be required, by the Acts and the Regulations. MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC. agrees to be bound by the representations of such Attorney-in-Fact contained in offers to lease, bids, applications for permits and statements now or hereafter permitted or required to be filed in connection therewith and waives any and all defenses which may be available to MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC. to contest, negate or disaffirm such action of an Attorney-in-Fact under this Power of Attorney.

Each and every power, discretionary or otherwise, hereinbefore granted to the aforesaid Attorneys-in-Fact shall be deemed as granted to them severally, as if the one exercising such power had alone been appointed and named as attorney herein with full power to make, execute, acknowledge and deliver all instruments, contracts, agreements, documents, bonds and affidavits of every nature and kind incident to the purpose of the powers hereinbefore granted, with such terms, covenants and stipulations as he may deem proper and expedient.

MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC. does hereby grant to any two of the Attorneys-in-Fact appointed herein, when acting jointly, the power and authority for and on behalf of and in the name, place and stead of MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC., to contract for the sale or exchange of and to sell or exchange, convey or assign lands, leases, subleases or mineral interests of whatever kind and character, belonging to or claimed by MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC., and to evidence such acts by formal documents made in the name of MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC., executed jointly by any two of the Attorneys-in-Fact, attested by the Secretary or any Assistant Secretary of the Corporation, and with the Seal of the Corporation affixed.

This Power is given in accordance with the authority duly granted by the Board of Directors of MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC., but is limited to properties in the States of:

Alaska	Idaho	North Dakota
Arizona	Montana	Utah
Colorado	Nevada	Wyoming

and the waters adjacent to the aforesaid States and upon the area covered by the Outer Continental Shelf Lands Act or the Submerged

Lands Act within or adjacent to any or all of the aforesaid States.

This Power of Attorney is valid for a period of two (2) years, or sooner if it is revoked, after which it shall be null and void.

Hereby revoking similar Power of Attorney granted to B. D. Barrett, P. L. Caldwell, Jr., R. C. Charles, H. W. Norton, Jr., A. G. Peperone, and C. E. Reny under date of January 1, 1989.

IN WITNESS WHEREOF, said MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC., has caused these presents to be executed by a Vice President and its Corporate Seal to be hereunto affixed and attested by its Secretary in the presence of the undersigned witnesses, this 2nd day of February, 1990.

MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC.

By: C. E. Spruell
C. E. Spruell
Vice President

ATTEST:
C. H. DuBois
Assistant Secretary

WITNESS:

436

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

BE IT REMEMBERED that I, David M Dunaway, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 2nd day of February, 1990:

Alaska — Before me, the undersigned, personally came C. E. Spruell, President and C. H. DuBois, Assistant Secretary, respectively, of MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware, to me known to be the President and Assistant Secretary, respectively, of the said corporation, and acknowledged that the seal affixed to the within 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 the said C. E. Spruell, President, and C. H. DuBois, Assistant Secretary acknowledged said instrument to be the free act and deed of said corporation.

Arizona — Before me, the undersigned officer, personally appeared C. E. Spruell, who acknowledged himself to be the President of MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

Colorado — The foregoing instrument was acknowledged before me this day by C. E. Spruell, known to me to be the President of MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC., as the act of said corporation duly authorized by its Board of Directors.

Idaho — Before me personally appeared C. E. Spruell, known to me to be the President of MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC., the corporation that executed the within instrument, and the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

Montana — Before me personally appeared C. E. Spruell, President of MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC., a Delaware corporation, known to me to be the President of the corporation that executed the within instrument.

Nevada — Personally appeared before me C. E. Spruell, known to me to be the President who executed the same on behalf of MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC., the corporation that executed the foregoing instrument and upon oath did depose that he is the officer of the corporation as above designated; that he is acquainted with the seal of the corporation and that the seal affixed to the instrument is the corporate seal of the corporation; that the signatures to the instrument were made by officers of the corporation as indicated after the signatures; and that the corporation executed the instrument freely and voluntarily and for the uses and purposes therein mentioned.

North Dakota — Before me personally appeared C. E. Spruell, known to be President of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

Utah — Personally appeared before me C. E. Spruell, who being by me duly sworn did say that he is President of MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC., and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said C. E. Spruell acknowledged to me that said corporation executed the same.

Wyoming — Before me appeared C. E. Spruell, to me personally known, who, being by me duly sworn, did say that he is President of MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC., 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 C. E. Spruell acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for
the State of Texas

My Commission Expires:

NOTARY PUBLIC STATE OF TEXAS
DAVID M DUNAWAY
Notary Public
STATE OF TEXAS
My Commission Expires
September 9, 1993

438

$26.00

RECORDED April 5, 1990 AT 9A M
IN BOOK 284PR 438 PINEDALE, WYO
NO 215721 SUBLETTE COUNTY CLERK

CERTIFICATION OF POWER OF ATTORNEY

I, H. A. Stowe, an Assistant Secretary of Mobil Oil Corporation do hereby certify:

THAT the attached is a true and correct copy of Power of Attorney dated November 4, 1988 appointing B. D. Barrett, C. E. Reny, P. L. Caldwell, Jr., R. G. Charles, H. W. Norton, Jr., and A. G. Peperone Attorneys-in-Fact of Mobil Oil Corporation.

228839 Dated this 22nd day of March, 1990.

RECORDED May 10 1990 2:30 P M
IN BOOK 57 M.S.C. PAGE 262
FEES $22.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mar Riley

H. A. Stowe
H. A. Stowe
Assistant Secretary

STATE OF COLORADO)
) ss:
COUNTY OF DENVER)

On March 22, 1990, before me, a Notary Public in and for the said County and State, personally appeared H. A. Stowe known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed same in his capacity of Assistant Secretary of Mobil Oil Corporation.

Witness my hand and official seal.

NOTARY PUBLIC SUE L. ROBERTS STATE OF COLORADO

Sue L. Roberts
Notary Public

My Commission Expires

JB1108:mjh

My Commission expires April 19, 1993
1225 17th Street
Denver, Colorado 80202

KNOW ALL PERSONS BY THESE PRESENTS:

That MOBIL OIL CORPORATION, a corporation organized and existing under the laws of the State of New York, does hereby make, constitute and appoint:

B. D. Barrett
P. L. Caldwell, Jr.
R. G. Charles
H. W. Norton, Jr.
A. G. Peperone
C. E. Reny

and each of them, its true and lawful Attorney-in-Fact with power and authority in accordance with the provisions of this instrument, for and on behalf of and in the name, place and stead of MOBIL OIL CORPORATION, to contract for the purchase (including the acquisition of options, therefor) and to purchase lands including oil, gas, sulphur or any other mineral rights, titles and interests, and oil, gas, sulphur and any other mineral leases, subleases, assignments, permits, licenses and other oil, gas, sulphur and any other mineral agreements upon any and all property of every nature and kind, whether privately or publicly owned; to make and enter into unit and unitization (communitization) agreements, pooling agreements or other agreements providing for the exploration for, development of, or operation of oil, gas, sulphur or any other mineral properties or interests; to release, to quit claim or to surrender, either in whole or in part, any lease, assignment of lease, sublease, prospecting, or other permit or license, contract or other agreement relating to oil, gas, sulphur or any other mineral or minerals; to contract for the drilling or reworking of wells and all related activities; to contract for (including leasing and subleasing) supplies, equipment, services, lands, building (including offices or office buildings) and facilities; to contract for the processing and treating of gas and liquids produced from wells, to execute and deliver natural gas sales contracts, to sell, exchange or otherwise dispose of personal property and equipment including materials and supplies; to grant, assign or acquire servitudes, easements and rights-of-way; to execute any and all forms, papers and documents including oaths and affidavits thereon, required to document, register or

list at the Bureau of Customs, Treasury Department, United States of America, and any Customs District therein, and with any other federal or state agency or subdivision thereof, any and all vessels, boats, barges and other floating equipment owned or operated by or for MOBIL OIL CORPORATION to receive, receipt for and collect such sums of money as may be due and payable to MOBIL OIL CORPORATION; to sign, execute and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with other federal or state agencies, commissions, departments, bureaus, offices, or authorities deemed appropriate by any such Attorney-in-Fact (a) all and any offers to lease, bids for leases and leases, and applications for permits and permits (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including, without limitation, lands within the Public Domain, Submerged Lands and Acquired Lands) under any act and amendments thereto which provide for the leasing or exploration thereof (including, without limitation, the Mineral Leasing Act of February 25, 1920, (41 Stat. 437), the Outer Continental Shelf Lands Act of August 7, 1953, (67 Stat. 462), the Right-of-Way Leasing Act of May 21, 1930, (46 Stat. 373), and the Mineral Leasing Act for Acquired Lands of August 7, 1947, (61 Stat. 913), or any lands of any state or any Indian or native lands and interest of every kind or description; (b) all statements of qualification, interest and holdings in behalf of MOBIL OIL CORPORATION; (c) any other statements, notices or communications required or permitted to be filed or which may hereafter be required or permitted to be filed under any of the provisions of Title 30 or Title 43, Code of Federal Regulations, or under any other state or federal act or regulation relating to the leasing of state, federal or Indian or native lands for the exploration for and production therefrom of sulphur, oil and gas or any other mineral covered by any of such acts or regulations; and (d) any applications or request for approval of assignments or transfers of federal, state or Indian sulphur, oil and gas leases or other mineral leases or permits, any unitization, pooling, communitization agreements and any other instruments which may be

required to be filed with any such department, bureau, office, agency, authority or unit thereof; to procure any authorization, permit, or license from any governmental agency, federal, state or municipal, and to execute and file any and all instruments, documents, bonds, forms, reports, and applications which may be required to be filed with any governmental agency; to execute all instruments and documents including bonds and other undertakings related to litigation or required to be filed in court or administrative board proceedings. This Power of Attorney specifically limits the authority of each Attorney-in-Fact to file offers to lease, bids or applications for permits for the sole and exclusive benefit of MOBIL OIL CORPORATION, and not in behalf of any other person, in whole or in part. MOBIL OIL CORPORATION grants each Attorney-in-Fact specific authority to execute all statements of interest and of holdings in behalf of MOBIL OIL CORPORATION, and to execute all other statements required or which may be required by the acts and the regulations. MOBIL OIL CORPORATION agrees to be bound by the representations of such Attorney-in-Fact contained in offers to lease bids, applications for permits and statements now or hereafter permitted or required to be filed in connection therewith and waives any and all defenses which may be available to MOBIL OIL CORPORATION to contest, negate or disaffirm such action of the Attorney-in-Fact under this Power of Attorney.

Each and every power, discretionary or otherwise, hereinbefore granted to the aforesaid Attorneys-in-Fact shall be deemed as granted to them severally, as if the one exercising such power had alone been appointed and named as attorney herein with full power to make, execute, acknowledge and deliver all instruments, contracts, agreements, documents, bonds and affidavits of every nature and kind incident to the purpose of the powers hereinbefore granted, with such terms, covenants and stipulations as he may deem proper and expedient.

MOBIL OIL CORPORATION does hereby grant to any two of the Attorneys-in-Fact appointed herein, when acting jointly, the power and authority for and on behalf of and in the name, place and stead of MOBIL OIL CORPORATION to contract for the sale or exchange of and to sell or exchange, convey or assign lands, leases, subleases or mineral interests of whatever kind and

character, belonging to or claimed by MOBIL OIL CORPORATION, and to evidence such acts by formal documents made in the name of MOBIL OIL CORPORATION, executed jointly by any two of the Attorneys-in-Fact appointed herein, attested by the Secretary or any Assistant Secretary of the Company, and with the seal of the Corporation affixed.

This Power is given in accordance with the authority duly granted by the Board of Directors of MOBIL OIL CORPORATION, and applies to the entire U. S. and adjacent offshore area for the period up to and ending January 1, 1989 and upon the area covered by the Outer Continental Shelf Lands Act or the Submerged Lands Act within or adjacent to the above named states.

Hereby revoking MOC P/A No. 1908 granted under date of February 1, 1988.

IN WITNESS WHEREOF, said MOBIL OIL CORPORATION has caused these presents to be executed by a Vice President and its Corporate seal to be hereunto affixed and attested by its Senior Assistant Secretary in the presence of the undersigned witnesses, this 4th day of November, 1988.

MOBIL OIL CORPORATION

BY: _____
Vice President
REX D. ADAMS

ATTEST:

_____
Senior Assistant Secretary
W. T. OATES, JR.

WITNESS:

William F. Lipp

Lloyd H. Graefield

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED THAT I, JOSEPH ZOLNOWSKI, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 4th day of November, 1988:

ALABAMA

REX D. ADAMS, whose name as Vice President of MOBIL OIL CORPORATION, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

ALASKA

Before me, the undersigned personally came REX D. ADAMS, Vice President and W. T. OATES, JR., Senior Assistant Secretary, respectively, of the MOBIL OIL CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of New York, to me known to be a Vice President and Senior Assistant Secretary, respectively, of the said corporation, and acknowledged that the seal affixed to the within 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 the said REX D. ADAMS, Vice President and W. T. OATES, JR., Senior Assistant Secretary, acknowledged that said instrument to be the free act and deed of said corporation.

ARIZONA

Before me, the undersigned officer, personally appeared REX D. ADAMS, who acknowledged himself to be a Vice President of MOBIL OIL CORPORATION, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

ARKANSAS

Before me, the undersigned officer, personally appeared REX D. ADAMS, who acknowledged himself to be a Vice President of MOBIL OIL CORPORATION, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

CALIFORNIA

Before me, the undersigned, personally appeared REX D. ADAMS, known to me to be a Vice President, and W. T. OATES, JR., known to me to be the Senior Assistant Secretary, of MOBIL OIL CORPORATION, the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to a Resolution of its Board of Directors.

COLORADO

The foregoing instrument was acknowledged before me this day by REX D. ADAMS, known to me to be a Vice President of MOBIL OIL CORPORATION, as the act of said corporation duly authorized by its Board of Directors.

CONNECTICUT

Personally appeared REX D. ADAMS, Vice President of the MOBIL OIL CORPORATION, signer and

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sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said MOBIL OIL CORPORATION before me.

DELAWARE

Be it remembered that, on this day, personally came before me, REX D. ADAMS, Vice President of MOBIL OIL CORPORATION, a corporation of the State of New York, party to the foregoing Instrument, known to me personally to be such, and acknowledged the said Instrument to be his act and deed, and the act and deed of the said Company; that the signature of the said Vice President is his own proper handwriting; that the seal affixed is the corporate seal of the said Company; and that his act of sealing, executing, and delivering said Instrument was duly authorized by resolution of the Directors of said Company.

FLORIDA

Before me, an officer duly authorized in the state afore said and in the county aforesaid to take acknowledgments, personally appeared REX D. ADAMS and W. T. OATES, JR., to me known and known to be the persons described in and who executed the foregoing instrument as Vice President and Senior Assistant Secretary, respectively, of the corporation named therein, and severally acknowledged before me that they executed the same as such officers in the name and on behalf of said corporation.

GEORGIA

REX D. ADAMS, who is personally known to me, appeared before me, the undersigned, personally and did acknowledge that he did sign, seal and deliver the foregoing instrument for and on behalf of MOBIL OIL CORPORATION, and as Vice President thereof, of his own free will and accord for the purposes therein named and expressed and as the act and deed of said corporation.

HAWAII

Before me appeared REX D. ADAMS, to me personally known, who being by me duly sworn, did say that he is a Vice President of MOBIL OIL CORPORATION, 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 REX D. ADAMS acknowledged said instrument to be the free act and deed of said corporation.

IDAHO

Before me personally appeared REX D. ADAMS, known to me to be a Vice President of MOBIL OIL CORPORATION, the corporation that executed the within instrument, and the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

ILLINOIS

Before me in person appeared REX D. ADAMS, personally known to me to be a Vice President of MOBIL OIL CORPORATION, a New York corporation and W. T. OATES, JR., personally known to me to be the Senior Assistant Secretary of said corporation, and each and severally acknowledged that they signed and delivered the foregoing instrument in the respective capacities herein set forth and cause to be affixed thereto the corporate seal of said corporation, pursuant to authority given under the articles and by-laws of the corporation, as the free and voluntary act of said corporation, and as their own free and voluntary act, for the uses and purposes therein set forth.

INDIANA

Before me personally appeared MOBIL OIL CORPORATION, a New York corporation, by REX D. ADAMS, and W. T. OATES, JR., Vice President and Senior Assistant Secretary, respectively, and acknowledged the execution of the foregoing instrument.

IOWA

Personally appeared REX D. ADAMS, to me personally known, who being by me duly sworn did say that he is Vice President of MOBIL OIL CORPORATION, that the seal affixed to said instrument is the 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 the said REX D. ADAMS, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

KANSAS

Before me personally appeared REX D. ADAMS, a Vice President of MOBIL OIL CORPORATION, a New York corporation, who is personally known to me, and known to me to be a Vice President of said corporation, and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

KENTUCKY

The foregoing instrument of writing from MOBIL OIL CORPORATION to _____ was produced to me in my county by the parties and acknowledged and delivered before me by REX D. ADAMS, as Vice President of MOBIL OIL CORPORATION, a New York corporation, party thereto, to be the act and deed of said corporation by him as its Vice President, thereunto duly authorized, and the seal of said corporation as affixed to said instrument was attested and proven before me by W. T. OATES, JR., as its Senior Assistant Secretary.

LOUISIANA

Before me appeared REX D. ADAMS, to me personally known, who, being by me duly sworn, did say that he is a Vice President of MOBIL OIL CORPORATION, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors and said REX D. ADAMS, acknowledged said instrument to be the free act and deed of said corporation.

MAINE

Personally appeared the above-named REX D. ADAMS, acknowledged himself to be a Vice President of MOBIL OIL CORPORATION, and acknowledged the foregoing instrument to be his free act and deed of said corporation.

MARYLAND

Before me, the undersigned officer, personally appeared REX D. ADAMS, who acknowledged himself to be a Vice President of MOBIL OIL CORPORATION, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

MASSACHUSETTS

Before me appeared REX D. ADAMS, to me personally known, who, being by me duly sworn, did say that he is a Vice President of MOBIL OIL CORPORATION, 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 REX D. ADAMS acknowledged said instrument to be the free act and deed of said corporation.

MICHIGAN

Before me appeared REX D. ADAMS, to me personally known, who, being by me duly sworn, did say that he is a Vice President of MOBIL OIL CORPORATION, a New York corporation, and that the seal affixed to said instrument is the corporate seal of said corporation,

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and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said REX D. ADAMS acknowledged said instrument to be the free act and deed of said corporation.

MINNESOTA

Before me appeared REX D. ADAMS, to me personally known, who being by me duly sworn, did say that he is a Vice President of MOBIL OIL CORPORATION, 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 REX D. ADAMS acknowledged said instrument to be the free act and deed of said corporation.

MISSISSIPPI

Personally appeared before me the within named REX D. ADAMS, who acknowledged that he signed and delivered the foregoing instrument on the day and the year therein mentioned as a Vice President of MOBIL OIL CORPORATION, a corporation.

MISSOURI

Before me appeared REX D. ADAMS, to me personally known, who being by me duly sworn, did say that he is a Vice President of MOBIL OIL CORPORATION, a New York corporation and 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 REX D. ADAMS acknowledged said instrument to be the free act and deed of said corporation.

MONTANA

Before me personally appeared REX D. ADAMS, as Vice President of MOBIL OIL CORPORATION, a New York Corporation, known to me to be a Vice President of the corporation that executed the within instrument.

NEERASKA

Before me personally came the above named REX D. ADAMS, as Vice President of MOBIL OIL CORPORATION, a New York corporation, who is personally known to me to be the identical person whose name is affixed to the above instrument as Vice President of said corporation and acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.

NEW HAMPSHIRE

Before me, the undersigned officer, personally appeared REX D. ADAMS, who acknowledged himself to be a Vice President of MOBIL OIL CORPORATION, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

NEVADA

Personally appeared before me REX D. ADAMS, known to me to be a Vice President, who executed the same on behalf of MOBIL OIL CORPORATION, the corporation that executed the foregoing instrument and upon oath did depose that he is the officer of the corporation as above designated; that he is acquainted with the seal of the corporation and the seal affixed to the instrument is the corporate seal of the corporation; that the signatures to the instrument were made by officers of the corporation as indicated after the signatures; and that the corporation executed the instrument freely and voluntarily and for the uses and purposes therein mentioned.

NEW JERSEY

Before me, the subscriber, personally appeared W. T. OATES, JR., who being by me duly sworn on his oath, doth depose and make proof to

my satisfaction, that he is the Senior Assistant Secretary of MOBIL OIL CORPORATION, the grantor named in the within instrument, that REX D. ADAMS, is a Vice President of said corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of said corporation; that deponent well knows the corporate seal of said corporation; that the seal affixed to said Instrument is such corporate seal and was thereto affixed and said Instrument signed and delivered by said REX D. ADAMS, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in the presence of deponent, who thereupon subscribed his name thereto as witness.

Senior Assistant Secretary

NEW MEXICO

Before me appeared REX D. ADAMS, to me personally known, who being by me duly sworn, did say that he is a Vice President of MOBIL OIL CORPORATION, a corporation, 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 REX D. ADAMS acknowledged said instrument to be the free act and deed of said corporation.

NEW YORK

Before me perscnally came REX D. ADAMS, to me known, who, being by me duly sworn, did depose and say that he resides at 81 OSBORN ROAD RYE, NY 10580; that he is a Vice President of MOBIL OIL CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

NORTH CAROLINA

Personally came before me REX D. ADAMS, who, being by me duly sworn, says that he is a Vice President of MOBIL OIL CORPORATION, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company and that said writing was signed and sealed by him in behalf of said corporation by its duly given, and the said REX D. ADAMS, acknowledged the said writing to be the act and deed of said corporation.

NORTH DAKOTA

Before me personally appeared REX D. ADAMS, known to me to be a Vice President of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

CHIO

Before me came, REX D. ADAMS, personally known to me as being a Vice President of said Company and on behalf of said Company, acknowledged the signing, attesting and affixing of the corporate seal to said instrument to be voluntary and free acts and deeds of said Company, and that said instrument was so executed and delivered by authority of the Board of Directors of said Company.

CKLAHOMA

Before me personally appeared REX D. ADAMS, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President 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.

OREGON

Before me, the undersigned officer, personally appeared REX D. ADAMS, who acknowledged himself to be a Vice President of MOBIL OIL CORPORATION, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

PENNSYLVANIA

Before me, the undersigned officer, personally appeared REX D. ADAMS, who acknowledged himself to be a Vice President of MOBIL OIL CORPORATION, a New York corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

RHODE ISLAND

Before me personally appeared REX D. ADAMS, Vice President of MOBIL OIL CORPORATION to me known and known by me to be the party executing the foregoing instrument on behalf of said corporation and he acknowledged said instrument by him executed to be his free act and deed and the free act and deed of said corporation.

SOUTH CAROLINA

Personally appeared before me Joseph M. GRAEFIELD, who, being sworn, says that he saw the corporate seal of MOBIL OIL CORPORATION affixed to the foregoing instrument and that he also saw REX D. ADAMS, Vice President, and W. T. OATES, JR., Senior Assistant Secretary of said MOBIL OIL CORPORATION, sign and attest the same and that he with William E. Linn witnessed the execution and delivery thereof as the act and deed of the said MOBIL OIL CORPORATION

Joseph M. Graefield
Witness

SOUTH DAKOTA

Before me, the undersigned officer, personally appeared REX D. ADAMS, who acknowledged himself to be a Vice President of MOBIL OIL CORPORATION, a New York corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

TENNESSEE

Before me personally appeared REX D. ADAMS, who acknowledged himself to be a Vice President of MOBIL OIL CORPORATION, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

TEXAS

Before me, the undersigned officer, personally appeared REX D. ADAMS, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be a Vice President of MOBIL OIL CORPORATION, a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

UTAH

Personally appeared before me REX D. ADAMS, who being by me duly sworn did say that he is a Vice President of MOBIL OIL CORPORATION, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and

said REX D. ADAMS acknowledged to me that said corporation executed the same.

VERMONT

At New York, New York, personally appeared REX D. ADAMS, Vice President of the said MOBIL OIL CORPORATION, signer and sealer of the foregoing written instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said corporation.

VIRGINIA

REX D. ADAMS, Vice President of MOBIL OIL CORPORATION, whose name is signed to the writing above, bearing date on the 4th day of November, 1988, has acknowledged the same before me in my County aforesaid.

WASHINGTON
(RCW 64.08.070)

Before me personally appeared REX D. ADAMS, to me known to be a Vice President of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WEST VIRGINIA

REX D. ADAMS, Vice President, who signed the writing above for MOBIL OIL CORPORATION, bearing the 4th day of November, 1988, has this day, in my said county, before me acknowledged the said writing to be the act and deed of said corporation and that said writing was signed and sealed by him in behalf of said corporation.

WISCONSIN

Before me, the undersigned officer, personally appeared REX D. ADAMS, who acknowledged himself to be a Vice President of MOBIL OIL CORPORATION, a New York corporation and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

WYOMING

Before me appeared REX D. ADAMS, to me personally known, who, being by me duly sworn, did say that he is a Vice President of MOBIL OIL CORPORATION, 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 REX D. ADAMS acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notary Seal)

JOSEPH ZOLNOWSKI
Notary Public, State of New York
No. 41-9810950
Qualified in Chicago County
Certificate Filed in New York County
Term Expires November 30, 1988

Joseph Zolnowski
Notary Public in and for the
State of NEW YORK
Residing at 31-77 32 STREET
LONG ISLAND CITY, N.Y. 11106

My Commission Expires: NOVEMBER 30, 1988

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$14.00

RECORDED April 5, 1990 AT 9A M.
IN BOOK 284PR PAGE 450 KEMMERER, WYO.
NO 715722 ELIZABETH C. WADE, CLERK

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CERTIFICATION OF POWER OF ATTORNEY

I, H. A. Stowe, an Assistant Secretary of Mobil Exploration & Producing U.S. Inc. do hereby certify:

THAT the attached is a true and correct copy of Power of Attorney dated February 2, 1990 appointing M. J. Scheffler, P. W. Sheets, and I. A. Fischer Attorneys-in-Fact of Mobil Exploration & Producing U.S. Inc.

228840 Dated this 22nd day of March, 1990.

RECORDED May 10 1990 2:30 P M
IN BOOK 57 Misc. PAGE 274
FEES $14.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

H. A. Stowe
Assistant Secretary

STATE OF COLORADO)
) ss:
COUNTY OF DENVER)

On March 22, 1990, before me, a Notary Public in and for the said County and State, personally appeared H. A. Stowe known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed same in his capacity of Assistant Secretary of Mobil Exploration & Producing U.S. Inc.

Witness my hand and official seal.

NOTARY PUBLIC SUE L. ROBERTS STATE OF COLORADO

Sue L. Roberts
Notary Public

My Commission expires:

JB1108:mjh

My Commission expires April 18, 1990
1225 17th Street
Denver, Colorado 80202

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That MOBIL EXPLORATION & PRODUCING U.S. INC., a corporation organized and existing under the laws of the State of Delaware, does hereby make, constitute and appoint:

I. A. Fischer
P. W. Sheetz
M. J. Scheffler

and each of them, its true and lawful Attorneys-in-Fact with power and authority in accordance with the provisions of this instrument, for and on behalf of and in the name, place and stead of MOBIL EXPLORATION & PRODUCING U.S. INC., to contract for the purchase (including the acquisition of options therefor) and to purchase lands including oil, gas, sulphur or any other mineral rights, titles and interests and oil, gas, sulphur and any other mineral leases, subleases, assignments, permits, licenses and other oil, gas, sulphur and any other mineral agreements upon any and all property of every nature and kind, whether privately or publicly owned; to make and enter into unit and unitization (communitization) agreements, pooling agreements or other agreements providing for the exploration for, development of, or operation of, oil, gas, sulphur or any other mineral properties or interests; to release, to quit-claim or to surrender, either in whole or in part, any lease, assignment of lease, sublease, prospecting or other permit or license, contract or other agreement relating to oil, gas, sulphur or any other mineral or minerals; to contract for the drilling or re-working of wells and all related activities; to contract for (including leasing and subleasing) supplies, equipment, services, lands, buildings (including offices and office buildings) and facilities; to contract for the processing and treating of gas and liquids produced from wells; to execute and deliver natural gas sales contracts; to sell, exchange or otherwise dispose of personal property and equipment including materials and supplies; to grant, assign or acquire servitudes, easements and rights-of-way; to execute any and all forms, papers and documents, including oaths and affidavits thereon, required to document, register or list at the Bureau of Customs, Treasury Department, United States of America, and any Customs District therein, and with any other Federal or State agency or subdivision thereof, any and all vessels, boats, barges and other floating equipment owned or operated by or for MOBIL EXPLORATION & PRODUCING U.S. INC.; to receive, receipt for and collect such sums of money as may be due and payable to MOBIL EXPLORATION & PRODUCING U.S. INC.; to sign, execute and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D. C., or in the field, and any officer or employee thereof) as well as with other Federal or State agencies, commissions, departments, bureaus, offices, or authorities deemed appropriate by any such Attorney-in-Fact, (a) all and any offers to lease, bids for leases and leases, and applications for permits and permits (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including, without limitation, lands within the Public Domain, Submerged Lands and Acquired Lands) under any act and amendments thereto which provide for the leasing or exploration thereof (including without limitation, the Mineral Leasing Act of February 25, 1920, (41 Stat. 437), The Outer Continental Shelf Lands Act of August 7, 1953, (67 Stat. 462), the Right-of-Way Leasing Act of May 21, 1930, (46 Stat. 373), and the Mineral Leasing Act for Acquired Lands of August 7, 1947, (61 Stat. 913), as the same have been or may hereafter be amended, or any lands of any State or any Indian or Native lands and interests of every kind or description, (b) all statements of qualification, interest and holdings on behalf of MOBIL EXPLORATION & PRODUCING U.S. INC., (c) any other statements, notices or communications required or permitted to be filed or

which may hereafter be required or permitted to be filed under any of the provisions of Title 30 or 43, Code of Federal Regulations or under any other State or Federal act or regulation relating to the leasing or operation of State, Federal or Indian or Native lands for the exploration for and production therefrom of sulphur, oil and gas or any other mineral covered by any of such acts or regulations and (d) any applications or requests for approval of assignments or transfers of Federal, State or Indian sulphur, oil and gas leases or other mineral leases or permits, any unitization, pooling, communitization agreements and any other instruments which may be required to be filed with any such department, bureau, office, agency, authority or unit thereof; to procure any authorization, permit, or license from any governmental agency, federal, state or municipal, and to execute and file any and all instruments, documents, bonds, forms, reports and applications which may be required to be filed with any governmental agency; to execute all instruments and documents including bonds and other undertakings related to litigation or required to be filed in court or administrative board proceedings; and to prosecute, defend, arbitrate, compromise, and settle claims or litigation. This Power of Attorney specifically limits the authority of the herein Attorney-in-Fact to file offers to lease, bids or applications for permits for the sole and exclusive benefit of MOBIL EXPLORATION & PRODUCING U.S. INC., and not on behalf of any other person, in whole or in part. MOBIL EXPLORATION & PRODUCING U.S. INC. grants said Attorney-in-Fact specific authority to execute all statements of interest and of holdings in behalf of MOBIL EXPLORATION & PRODUCING U.S. INC., and to execute all other statements required, or which may be required, by the Acts and the Regulations. MOBIL EXPLORATION & PRODUCING U.S. INC. agrees to be bound by the representations of such Attorney-in-Fact contained in offers to lease, bids, applications for permits and statements now or hereafter permitted or required to be filed in connection therewith and waives any and all defenses which may be available to MOBIL EXPLORATION & PRODUCING U.S. INC. to contest, negate or disaffirm such action of an Attorney-in-Fact under this Power of Attorney.

Each and every power, discretionary or otherwise, hereinbefore granted to the aforsaid Attorneys-in-Fact shall be deemed as granted to them severally, as if the one exercising such power had alone been appointed and named as attorney herein full power to make, execute, acknowledge and deliver all instruments, contracts, agreements, documents, bonds and affidavits of every nature and kind incident to the purpose of the powers hereinbefore granted, with such terms, covenants and stipulations as he may deem proper and expedient.

MOBIL EXPLORATION & PRODUCING U.S. INC. does hereby grant to any two of the Attorneys-in-Fact appointed herein, when acting jointly, the power and authority for and on behalf of and in the name, place and stead of MOBIL EXPLORATION & PRODUCING U.S. INC., to contract for the sale or exchange of and to sell or exchange, convey or assign lands, leases, subleases or mineral interests of whatever kind and character, belonging to or claimed by MOBIL EXPLORATION & PRODUCING U.S. INC., and to evidence such acts by formal documents made in the name of MOBIL EXPLORATION & PRODUCING U.S. INC., executed jointly by any two of the Attorneys-in-Fact, attested by the Secretary or any Assistant Secretary of the Corporation, and with the Seal of the Corporation affixed.

This Power is given in accordance with the authority duly granted by the Board of Directors of MOBIL EXPLORATION & PRODUCING U.S. INC., but is limited to properties in the States of:

Alaska	Idaho	North Dakota
Arizona	Montana	Utah
Colorado	Nevada	Wyoming

and the waters adjacent to the aforesaid States and upon the area covered by the Outer Continental Shelf Lands Act or the Submerged Lands Act within or adjacent to any or all of the aforesaid States.

This Power of Attorney is for a period of two years, or sooner if it is revoked, after which it shall be null and void.

Hereby revoking similar Power of Attorney granted to B. D. Barrett, P. L. Caldwell, Jr., R. C. Charles, H. W. Norton, Jr., L. L. Novacek, A. G. Peperone and C. E. Reny under date of November 4, 1988.

IN WITNESS WHEREOF, said MOBIL EXPLORATION & PRODUCING U.S. INC., has caused these presents to be executed by a President and its Corporate Seal to be hereunto affixed and attested by its Assistant Secretary in the presence of the undersigned witnesses, this 2nd day of February, 1990.

MOBIL EXPLORATION &
PRODUCING U.S. INC.

By: C E Spruell
C. E. Spruell
President

ATTEST:

C. H. DuBois
Assistant Secretary

WITNESS:

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STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

BE IT REMEMBERED that I, David M Dunaway, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 2nd day of February, 1990:

Alaska — Before me, the undersigned, personally came C. E. Spruell, President and C. H. DuBois, Assistant Secretary, respectively, of MOBIL EXPLORATION & PRODUCING U.S. INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware, to me known to be the President and Assistant Secretary, respectively, of the said corporation, and acknowledged that the seal affixed to the within 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 the said C. E. Spruell, President, and C. H. DuBois, Assistant Secretary acknowledged said instrument to be the free act and deed of said corporation.

Arizona — Before me, the undersigned officer, personally appeared C. E. Spruell, who acknowledged himself to be the President of MOBIL EXPLORATION & PRODUCING U.S. INC., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

Colorado — The foregoing instrument was acknowledged before me this day by C. E. Spruell, known to me to be the President of MOBIL EXPLORATION & PRODUCING U.S. INC., as the act of said corporation duly authorized by its Board of Directors.

Idaho — Before me personally appeared C. E. Spruell, known to me to be the President of MOBIL EXPLORATION & PRODUCING U.S. INC., the corporation that executed the within instrument, and the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

Montana — Before me personally appeared C. E. Spruell, President of MOBIL EXPLORATION & PRODUCING U.S. INC., a Delaware corporation, known to me to be the President of the corporation that executed the within instrument.

Nevada — Personally appeared before me C. E. Spruell, known to me to be the President who executed the same on behalf of MOBIL EXPLORATION & PRODUCING U.S. INC., the corporation that executed the foregoing instrument and upon oath did depose that he is the officer of the corporation as above designated; that he is acquainted with the seal of the corporation and that the seal affixed to the instrument is the corporate seal of the corporation; that the signatures to the instrument were made by officers of the corporation as indicated after the signatures; and that the corporation executed the instrument freely and voluntarily and for the uses and purposes therein mentioned.

North Dakota — Before me personally appeared C. E. Spruell, known to be President of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

Utah — Personally appeared before me C. E. Spruell, who being by me duly sworn did say that he is President of MOBIL EXPLORATION & PRODUCING U.S. INC., and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said C. E. Spruell acknowledged to me that said corporation executed the same.

Wyoming — Before me appeared C. E. Spruell, to me personally known, who, being by me duly sworn, did say that he is President of MOBIL EXPLORATION & PRODUCING U.S. INC., 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 C. E. Spruell acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for
the State of Texas

My Commission Expires _____

DAVID M DUNAWAY
Notary Public
STATE OF TEXAS
My Commission Expires
September 9, [illegible]

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CERTIFICATION OF POWER OF ATTORNEY

I, H. A. Stowe, an Assistant Secretary of Mobil Oil Corporation do hereby certify:

THAT the attached is a true and correct copy of Power of Attorney dated January 1, 1989 appointing B. D. Barrett, C. E. Reny, P. L. Caldwell, Jr., R. G. Charles, H. W. Norton, Jr., and A. G. Peperone Attorneys-in-Fact of Mobil Oil Corporation.

228841 Dated this 27th day of March, 1990.

RECORDED May 10 1990 2:30 P M
IN BOOK 57 Misc. PAGE 280
FEES $27.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

H. A. Stowe
Assistant Secretary

STATE OF COLORADO)
) ss:
COUNTY OF DENVER)

On March 27, 1990, before me, a Notary Public in and for the said County and State, personally appeared H. A. Stowe known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed same in his capacity of Assistant Secretary of Mobil Oil Corporation.

Witness my hand and official seal.

NOTARY PUBLIC SUE L. ROBERTS STATE OF COLORADO

Sue L. Roberts
Notary Public

My Commission expires:

JB1108:mjh

My Commission expires April 19, 1993
1225 17th Street
Denver, Colorado 80202

POWER OF ATTOPNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That MOBIL OIL CORPORATION, a corporation organized and existing under the laws of the State of New York, does hereby make, constitute and appoint:

B. D. Barrett
P. L. Caldwell, Jr.
R. G. Charles
H. W. Norton, Jr.
A. G. Peperone
C. E. Reny

and each of them, its true and lawful Attorney-in-Fact with power and authority in accordance with the provisions of this instrument, for and on behalf of and in the name, place and stead of MOBIL OIL CORPORATION, to contract for the purchase (including the acquisition of options therefor) and to purchase lands including oil, gas, sulphur or any other mineral rights, titles and interests, and oil, gas, sulphur and any other mineral leases, subleases, assignments, permits, licenses and other oil, gas, sulphur and any other mineral agreements upon any and all property of every nature and kind, whether privately or publicly owned; to make and enter into unit and unitization (communitization) agreements, pooling agreements or other agreements providing for the exploration for, development of, or operation of oil, gas, sulphur or any other mineral properties or interests; to release, to quit claim or to surrender, either in whole or in part, any lease, assignment of lease, sublease, prospecting, or other permit or license, contract or other agreement relating to oil, gas, sulphur or any other mineral or minerals; to contract for the drilling or reworking of wells and all related activities; to contract for (including leasing and subleasing) supplies, equipment, services, lands, buildings (including offices and office buildings) and facilities; to contract for the processing and treating of gas and liquids produced from wells, to execute and deliver natural gas sales contracts, to sell, exchange or otherwise dispose of movable or personal property and equipment including materials and supplies; to grant, assign or acquire servitudes, easements and rights-of-way; to execute any and all forms, papers and documents including oaths and affidavits

thereon, required to document, register or list at the Bureau of Customs, Treasury Department, United States of America, and any Customs District therein, and with any other federal or state agency or subdivision thereof, any and all vessels, boats, barges and other floating equipment owned or operated by or for MOBIL OIL CORPORATION; to receive, receipt for and collect such sums of money as may be due and payable to MOBIL OIL CORPORATION; to sign, execute and file with the Department of the Interior (including any bureau, office or other unit thereof, whether in Washington, D.C., or in the field, and any officer or employee thereof) as well as with other federal or state agencies, commissions, departments, bureaus, offices, or authorities deemed appropriate by any such Attorney-in-Fact (a) all and any offers to lease, bids for leases and leases, and applications for permits and permits (including amendments, modifications, supplements, renewals and exchanges thereof) of or with respect to any lands of the United States (including, without limitation, lands within the Public Domain, Submerged Lands and Acquired Lands) under any act and amendments thereto which provide for the leasing or exploration thereof, including, without limitation, the Mineral Leasing Act of February 25, 1920, (41 Stat. 437), the Outer Continental Shelf Lands Act of August 7, 1953, (67 Stat. 462), the Right-of-Way Leasing Act of May 21, 1930, (46 Stat. 373), and the Mineral Leasing Act for Acquired Lands of August 7, 1947, (61 Stat. 913), as the same have been or may hereafter be amended, or any lands of any state or any Indian or native lands and interest of every kind or description; (b) all statements of qualification, interest and holdings in behalf of MOBIL OIL CORPORATION; (c) any other statements, notices or communications required or permitted to be filed or which may hereafter be required or permitted to be filed under any of the provisions of Title 30 or Title 43 of the Code of Federal Regulations, or under any other state or federal act or regulation relating to the leasing or operation of state, federal or Indian or native lands for the exploration for and production of sulphur, oil and gas or any other mineral covered by any of such acts or regulations; and

[redacted] [redacted] [redacted]

(d) any applications or requests for approval of assignments or transfers of federal, state or Indian sulphur, oil and gas leases or other mineral leases or permits, any unitization, pooling or communitization agreements and any other instruments which may be required to be filed with any such department, bureau, office, agency, authority or unit thereof; to procure any authorization, permit, or license from any governmental agency, whether federal, state or municipal, and to execute and file any and all instruments, documents, bonds, forms, reports, and applications which may be required to be filed with any governmental agency; to execute all instruments and documents including bonds and other undertakings related to litigation or required or permitted to be filed in court or administrative board proceedings. MOBIL OIL CORPORATION grants each Attorney-in-Fact specific authority to execute all statements of interest and of holdings in behalf of MOBIL OIL CORPORATION, and to execute all other statements required or which may be required by the acts and the regulations.

Each and every power, discretionary or otherwise, hereinbefore granted to the aforesaid Attorneys-in-Fact shall be deemed as granted to them severally, as if the one exercising such power had alone been appointed and named as attorney herein with full power to make, execute, acknowledge and deliver all instruments, contracts, agreements, documents, bonds and affidavits of every nature and kind incident to the purpose of the powers hereinbefore granted, with such terms, covenants and stipulations as he may deem proper and expedient.

MOBIL OIL CORPORATION does hereby grant to any two of the Attorneys-in-Fact appointed herein, when acting jointly, the power and authority for and on behalf of and in the name, place and stead of MOBIL OIL CORPORATION to contract for the sale or exchange of and to sell or exchange, convey or assign lands, leases, subleases or mineral interests of whatever kind and character, belonging to or claimed by MOBIL OIL CORPORATION, and to evidence such acts by formal documents made in the name of MOBIL OIL CORPORATION, executed jointly by any two of the

Attorneys-in-Fact appointed herein, attested by the Secretary or any Assistant Secretary of the corporation, and with the seal of the corporation affixed.

This Power is given in accordance with the authority duly granted by the Board of Directors of MOBIL OIL CORPORATION, and applies to the entire U. S. and adjacent offshore area covered by the Outer Continental Shelf Lands Act or the Submerged Lands Act, both as amended, within or adjacent to the above named states.

Hereby revoking MOC P/A No. 1940 granted under date of November 4, 1988.

IN WITNESS WHEREOF, said MOBIL OIL CORPORATION has caused these presents to be executed by a Vice President and its corporate seal to be hereunto affixed and attested by its Senior Assistant Secretary in the presence of the undersigned witnesses, effective this 1st day of January, 1989.

MOBIL OIL CORPORATION

BY: _____
Vice President

ATTEST:

_____
Senior Assistant Secretary

WITNESS:

_____

_____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED THAT I, JOSEPH M. GRAEFIELD, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 5th day of April, 1979

ALABAMA

R. R. GRAVES, whose name as Vice President of MOBIL OIL CORPORATION, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

ALASKA

Before me, the undersigned personally came R. R. GRAVES, Vice President and W. T. OATES JR, Senior Assistant Secretary, respectively, of the MOBIL OIL CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of New York, to me known to be a Vice President and Senior Assistant Secretary, respectively, of the said corporation, and acknowledged that the seal affixed to the within 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 the said R. R. GRAVES, Vice President and W. T. OATES JR, Senior Assistant Secretary, acknowledged that said instrument to be the free act and deed of said corporation.

ARIZONA

Before me, the undersigned officer, personally appeared R. R. GRAVES, who acknowledged himself to be a Vice President of MOBIL OIL CORPORATION, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

ARKANSAS

Before me, the undersigned officer, personally appeared R. R. GRAVES, who acknowledged himself to be a Vice President of MOBIL OIL CORPORATION, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

CALIFORNIA

Before me, the undersigned, personally appeared R. R. GRAVES, known to me to be a Vice President, and W. T. OATES JR, known to me to be the Senior Assistant Secretary, of MOBIL OIL CORPORATION, the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to a Resolution of its Board of Directors.

COLORADO

The foregoing instrument was acknowledged before me this day by R. R. GRAVES, known to me to be a Vice President of MOBIL OIL CORPORATION, as the act of said corporation duly authorized by its Board of Directors.

CONNECTICUT

Personally appeared R. R. GRAVES, Vice President of the MOBIL OIL CORPORATION, signer and

sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said MOBIL OIL CORPORATION before me.

DELAWARE

Be it remembered that, on this day, personally came before me, R R GRAVES, Vice President of MOBIL OIL CORPORATION, a corporation of the State of New York, party to the foregoing Instrument, known to me personally to be such, and acknowledged the said Instrument to be his act and deed, and the act and deed of the said Company; that the signature of the said Vice President is his own proper handwriting; that the seal affixed is the corporate seal of the said Company; and that his act of sealing, executing, and delivering said Instrument was duly authorized by resolution of the Directors of said Company.

FLORIDA

Before me, an officer duly authorized in the state afore said and in the county aforesaid to take acknowledgments, personally appeared R R GRAVES and W. T. OATES JR, to me known and known to be the persons described in and who executed the foregoing instrument as Vice President and Senior Assistant Secretary, respectively, of the corporation named therein, and severally acknowledged before me that they executed the same as such officers in the name and on behalf of said corporation.

GEORGIA

R R GRAVES, who is personally known to me, appeared before me, the undersigned, personally and did acknowledge that he did sign, seal and deliver the foregoing instrument for and on behalf of MOBIL OIL CORPORATION, and as Vice President thereof, of his own free will and accord for the purposes therein named and expressed and as the act and deed of said corporation.

HAWAII

Before me appeared R R GRAVES, to me personally known, who being by me duly sworn, did say that he is a Vice President of MOBIL OIL CORPORATION, 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 R R GRAVES acknowledged said instrument to be the free act and deed of said corporation.

IDAHO

Before me personally appeared R R GRAVES, known to me to be a Vice President of MOBIL OIL CORPORATION, the corporation that executed the within instrument, and the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

ILLINOIS

Before me in person appeared R R GRAVES, personally known to me to be a Vice President of MOBIL OIL CORPORATION, a New York corporation and W. T. OATES, JR., personally known to me to be the Senior Assistant Secretary of said corporation, and each and severally acknowledged that they signed and delivered the foregoing instrument in the respective capacities herein set forth and cause to be affixed thereto the corporate seal of said corporation, pursuant to authority given under the articles and by-laws of the corporation, as the free and voluntary act of said corporation, and as their own free and voluntary act, for the uses and purposes therein set forth.

INDIANA

Before me personally appeared MOBIL OIL CORPORATION, a New York corporation, by R R GRAVES, and W. T. OATES, JR., Vice President and Senior Assistant Secretary, respectively, and acknowledged the execution of the foregoing instrument.

IOWA

Personally appeared R R GRAVES, to me personally known, who being by me duly sworn did say that he is Vice President of MOBIL OIL CORPORATION, that the seal affixed to said instrument is the 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 the said R R GRAVES, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

KANSAS

Before me personally appeared R R GRAVES, a Vice President of MOBIL OIL CORPORATION, a New York corporation, who is personally known to me, and known to me to be a Vice President of said corporation, and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

KENTUCKY

The foregoing instrument of writing from MOBIL OIL CORPORATION to B.D.Barrett, P.L.Caldwell,Jr., R.G. Charles, H.W.Horton,Jr.,A.G.Peperone,C.E.Reny was produced to me in my county by the parties and acknowledged and delivered before me by R R GRAVES, as Vice President of MOBIL OIL CORPORATION, a New York corporation, party thereto, to be the act and deed of said corporation by him as its Vice President, thereunto duly authorized, and the seal of said corporation as affixed to said instrument was attested and proven before me by W. T. OATES JR, as its Senior Assistant Secretary.

LOUISIANA

Before me appeared R R GRAVES, to me personally known, who, being by me duly sworn, did say that he is a Vice President of MOBIL OIL CORPORATION, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors and said R R GRAVES, acknowledged said instrument to be the free act and deed of said corporation.

MAINE

Personally appeared the above-named R R GRAVES, acknowledged himself to be a Vice President of MOBIL OIL CORPORATION, and acknowledged the foregoing instrument to be his free act and deed of said corporation.

MARYLAND

Before me, the undersigned officer, personally appeared R R GRAVES, who acknowledged himself to be a Vice President of MOBIL OIL CORPORATION, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

MASSACHUSETTS

Before me appeared R R GRAVES, to me personally known, who, being by me duly sworn, did say that he is a Vice President of MOBIL OIL CORPORATION, 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 R R GRAVES acknowledged said instrument to be the free act and deed of said corporation.

MICHIGAN

Before me appeared R R GRAVES, to me personally known, who, being by me duly sworn, did say that he is a Vice President of MOBIL OIL CORPORATION, a New York corporation, 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 R R GRAVES acknowledged said instrument to be the free act and deed of said corporation.

MINNESOTA

Before me appeared R R GRAVES, to me personally known, who being by me duly sworn, did say that he is a Vice President of MOBIL OIL CORPORATION, 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 R R GRAVES acknowledged said instrument to be the free act and deed of said corporation.

MISSISSIPPI

Personally appeared before me the within named R R GRAVES, who acknowledged that he signed and delivered the foregoing instrument on the day and the year therein mentioned as a Vice President of MOBIL OIL CORPORATION, a corporation.

MISSOURI

Before me appeared R R GRAVES, to me personally known, who being by me duly sworn, did say that he is a Vice President of MOBIL OIL CORPORATION, a New York corporation and 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 R R GRAVES acknowledged said instrument to be the free act and deed of said corporation.

MONTANA

Before me personally appeared R R GRAVES, as Vice President of MOBIL OIL CORPORATION, a New York Corporation, known to me to be a Vice President of the corporation that executed the within instrument.

NEBRASKA

Before me personally came the above named R R GRAVES, as Vice President of MOBIL OIL CORPORATION, a New York corporation, who is personally known to me to be the identical person whose name is affixed to the above instrument as Vice President of said corporation and acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.

NEW HAMPSHIRE

Before me, the undersigned officer, personally appeared R R GRAVES, who acknowledged himself to be a Vice President of MOBIL OIL CORPORATION, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

NEVADA

Personally appeared before me R R GRAVES, known to me to be a Vice President, who executed the same on behalf of MOBIL OIL CORPORATION, the corporation that executed the foregoing instrument and upon oath did depose that he is the officer of the corporation as above designated; that he is acquainted with the seal of the corporation and the seal affixed to the instrument is the corporate seal of the corporation; that the signatures to the instrument were made by officers of the corporation as indicated after the signatures; and that the corporation executed the instrument freely and voluntarily and for the uses and purposes therein mentioned.

NEW JERSEY

Before me, the subscriber, personally appeared W. T. OATES, JR., who being by me duly sworn on his oath, doth depose and make proof to

[redacted] [redacted] [redacted]

my satisfaction, that he is the Senior Assistant Secretary of MOBIL OIL CORPORATION, the grantor named in the within instrument, that R R GRAVES, is a Vice President of said corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of said corporation; that deponent well knows the corporate seal of said corporation; that the seal affixed to said Instrument is such corporate seal and was thereto affixed and said Instrument signed and delivered by said R R GRAVES, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in the presence of deponent, who thereupon subscribed his name thereto as witness.

Senior Assistant Secretary

NEW MEXICO

Before me appeared R R GRAVES, to me personally known, who being by me duly sworn, did say that he is a Vice President of MOBIL OIL CORPORATION, a corporation, 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 R R GRAVES acknowledged said instrument to be the free act and deed of said corporation.

NEW YORK

Before me personally came R R GRAVES, to me known, who, being by me duly sworn, did depose and say that he resides at 10 DEBRA LANE WESTPORT, CONN. 06880; that he is a Vice President of MOBIL OIL CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

NORTH CAROLINA

Personally came before me R R GRAVES, who, being by me duly sworn, says that he is a Vice President of MOBIL OIL CORPORATION, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company and that said writing was signed and sealed by him in behalf of said corporation by its duly given, and the said R R GRAVES, acknowledged the said writing to be the act and deed of said corporation.

NORTH DAKOTA

Before me personally appeared R R GRAVES, known to me to be a Vice President of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

OHIO

Before me came, R R GRAVES, personally known to me as being a Vice President of said Company and on behalf of said Company, acknowledged the signing, attesting and affixing of the corporate seal to said instrument to be voluntary and free acts and deeds of said Company, and that said instrument was so executed and delivered by authority of the Board of Directors of said Company.

OKLAHOMA

Before me personally appeared R R GRAVES, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President 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.

OREGON

Before me, the undersigned officer, personally appeared R R GRAVES, who acknowledged himself to be a Vice President of MOBIL OIL CORPORATION, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

PENNSYLVANIA

Before me, the undersigned officer, personally appeared R R GRAVES, who acknowledged himself to be a Vice President of MOBIL OIL CORPORATION, a New York corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

RHODE ISLAND

Before me personally appeared R R GRAVES, Vice President of MOBIL OIL CORPORATION to me known and known by me to be the party executing the foregoing instrument on behalf of said corporation and he acknowledged said instrument by him executed to be his free act and deed and the free act and deed of said corporation.

SOUTH CAROLINA

Personally appeared before me JOAN TAYLOR, who, being sworn, says that she saw the corporate seal of MOBIL OIL CORPORATION affixed to the foregoing instrument and that she also saw R R GRAVES, Vice President, and W. T. OATES, JR., Senior Assistant Secretary of said MOBIL OIL CORPORATION, sign and attest the same and that she with JOYCE MOSLEY witnessed the execution and delivery thereof as the act and deed of the said MOBIL OIL CORPORATION

Joan Taylor
Witness

SOUTH DAKOTA

Before me, the undersigned officer, personally appeared R R GRAVES, who acknowledged himself to be a Vice President of MOBIL OIL CORPORATION, a New York corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

TENNESSEE

Before me personally appeared R R GRAVES, who acknowl edged himself to be a Vice President of MOBIL OIL CORPORATION, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

TEXAS

Before me, the undersigned officer, personally appeared R R GRAVES, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be a Vice President of MOBIL OIL CORPORATION, a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

UTAH

Personally appeared before me R R GRAVES, who being by me duly sworn did say that he is a Vice President of MOBIL OIL CORPORATION, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and

said R R GRAVES acknowledged to me that said corporation executed the same.

VERMONT

At New York, New York, personally appeared R R GRAVES, Vice President of the said MOBIL OIL CORPORATION, signer and sealer of the foregoing written instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said corporation.

VIRGINIA

R R GRAVES, Vice President of MOBIL OIL CORPORATION, whose name is signed to the writing above, bearing date on the 5th day of April, 1989 has acknowledged the same before me in my County aforesaid.

WASHINGTON
(RCW 64.08.070)

Before me personally appeared R R GRAVES, to me known to be a Vice President of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WEST VIRGINIA

R R GRAVES, Vice President, who signed the writing above for MOBIL OIL CORPORATION, bearing the 5th day of April, 1989, has this day, in my said county, before me acknowledged the said writing to be the act and deed of said corporation and that said writing was signed and sealed by him in behalf of said corporation.

WISCONSIN

Before me, the undersigned officer, personally appeared R R GRAVES, who acknowledged himself to be a Vice President of MOBIL OIL CORPORATION, a New York corporation and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

WYOMING

Before me appeared R R GRAVES, to me personally known, who, being by me duly sworn, did say that he is a Vice President of MOBIL OIL CORPORATION, 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 R R GRAVES acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notary Seal)

Joseph M. Graefield
Notary Public in and for the

State of NEW YORK

Residing at 14-35 156th ST.
WHITESTONE N.Y. 11357

My Commission Expires: MAY 31, 1989

JOSEPH M. GRAEFIELD
Notary Public, State of New York
No. 41-4741160
Qualified in Queens County
Certificate filed in New York County
Term Expires May 31, 1989

292

STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)

IN THE DISTRICT COURT

FIRST JUDICIAL DISTRICT

Doc. No 33- 110

IN THE ESTATE OF:

MADELYN SPATZ TOTTENHOFF, aka
MADELINE SPATZ TOTTENHOFF

Deceased.

FILED

APR 5 1990

GERRI E. BISHOP
CLERK DISTRICT COURT

ORDER APPROVING FINAL ACCOUNTING AND DECREE OF DISTRIBUTION

The Final Report, Accounting and Petition for Distribution in the estate of Madelyn Spatz Tottenhoff, aka Madeline Spatz Tottenhoff, deceased, having been filed, and it appearing to the court that:

1. All debts of the estate have been paid, and all requirements for the administration of the estate have been complied with according to law.

2. The only matters remaining to be done are:

a. Approval of the Final Accounting;

b. Distribution of the assets of the estate in accord with the terms and provisions of decedent's Will;

c. Filing of the Supplemental Report and Petition for Final Discharge of the Personal Representative and Decree of Final Discharge;

d. Payment of the attorney's fees; and,

e. Closure of the estate.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Final Accounting be, and hereby is, approved;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the assets in the estate of Madelyn Spatz Tottenhoff, deceased, after payment of all costs, debts and fees and described as:

228850

RECORDED May 11 19 90 11:00 A.M.
IN BOOK 57 MISC. PAGE 292
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted]

REAL PROPERTY INTERESTS:

122 E. Pershing Blvd.
Cheyenne, Wyoming:

Lot 12, Block 22, Pershing Heights Addition, in the City of Cheyenne, Laramie County, Wyoming

PERSONAL PROPERTY:

Stock Interests:

Public Service Co. of Colo., First Mortgage Bond, Due Aug.1, 2002, face value $25,000.00.

Putnam Master Income Trust, 300 Shares

The Zweig Fund, Inc., 1025.520 Shares

First Wyoming Bancorporation, 266 Shares

Mineral and Royalty Interests:

a. NE1\4 NE1\4, Section 18, S1\2 SW1\4 Section 8, Township 44 N., R. 63 W, 6th P.M., Weston County, Wyoming, containing 120 acres more or less (Capitol Oil and Gas Corp.)

b. All North of U.P.R.R. Co. Right of Way, except W1\2 W1\2 NW1\4, Section 21, Township 14 North, R. 60 W., 6th P.M., Laramie County, Wyoming, containing 170 acres more or less (Robert C. Ide Oil & Gas Lease, dated July 29 1988).

c. Lots 1,2,3,4, S1\2 N1\2, Section 2, Township 39 North, R. 80 W., 6th P.M., Natrona County, Wyoming, containing 643.15 acres more or less (Amoco Production Company, **U.S. Lease Wyoming 039598**, dated April 1, 1956.)

d. N1\2 and SE1\4, Section 33, Township 28 North, R. 112 W., 6th P.M., Sublette County, Wyoming, containing 480 acres (ENRON Oil and Gas Co., **U.S. Lease Wyoming 039913**, dated, November 1, 1956.)

e. NW1\4 SE1\4, Section 33, Township 28 North, R. 112 W., 6th P.M., Sublette County, Wyoming, containing 40 acres, (ENRON Oil and Gas Co., **U. S. Lease Wyoming 039913A**, dated November 1, 1956.)

f. S1\2 SW1\4 Section 15, NE1\4 SW1\4 Section 22, Township 33 North, R. 69 W., 6th P.M., Converse County, Wyoming, containing 120 acres, Terra Resources, Inc., **U.S. Lease 040817**, dated January 1, 1956.

Bank Account:

Equality State Bank, account in the name of the Estate of Madelyn Spatz Tottenhoff, balance as of March 23, 1990

$40,987.64

Interest accruing on account to date of final distribution to heirs-

together with any property, real and personal, belonging to the decedent that may be discovered after filing this Decree, are set over, transferred and distributed to the following persons in the following shares:

Donald Richard Tottenhoff — one-half (1\2)
Son of decedent
2901 Spruce Drive
Cheyenne, WY 82001

James K. Tottenhoff — one-half (1\2)
Son of decedent
2621 Oakwood Drive
Olympia Fields, IL 60461

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a Supplemental Report and Petition for Discharge be filed, showing compliance with all matters ordered in this Decree of Distribution, and, thereafter, a Decree of Final Discharge be entered.

DATED this 4th day of April, 1990.

/s/ Paul L. Spratt
DISTRICT JUDGE

STATE OF WYOMING COUNTY OF LARAMIE SS. CERTIFICATE

I Gerrie E. Bis... Clerk of ... Laramie County, Wyoming ... and correct copy ... record In my office ... Witness my hand ... day of April '90

... Clerk of District court

By S. Hammond Deputy

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

Civil Action No. 4027

FROERER CORPORATION,

Plaintiff,

vs.

DONALD E. HOFELDT, JAVANNA B. HOFELDT, WESTERN FARM BUREAU SERVICE COMPANY, INC., BETH HOFELDT, KENNETH R. BEVERIDGE, SHIRLA J. INGRAM, RULAND TRAPPETT, DONNA TRAPPETT, HAROLD E. COLLVER, NORA I. COLLVER, TOM D. JENSEN, a/k/a THOMAS D. JENSEN, JANE E. JENSEN, BRENDA J. JENSEN, ALLAN CAUDELL, CLAUDETTE K. CAUDELL, WILLIAM R. WEBSTER, DIANNE S. WEBSTER, AVERY F. BROWN, LINDA J. BROWN, VANCE R. PETERSEN, KAREN PETERSEN, JOHN R. SCHMIDT, FRANK A. KAUMO, MARY KAUMO, JAMES W. WRIGHT, BONNIE JEAN WRIGHT, LINDALL A. DECKER, MARGARET M. DECKER, PAUL L. GREEN, CAROL J. GREEN, D. DONALD DAVIS, ILA MAY DAVIS, SAM J. SMITH, VIRGIE ANN SMITH, MIKE A. GUMFORY, MARGARET A. GUMFORY, JOHN L. PETERSON, EVELYN J. PETERSEN, JOHN E. SIMKIN, PATRICIA SIMKIN, LAWRENCE J. RIVERA, a/k/a LORENZO J. RIVERA and LEEANN RIVERA;
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.

228852

RECORDED May 11 1990 11:15AM
IN BOOK 57 Misc PAGE 295
FEES 6.00 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Marilyn Riley

FILED
BY: Marilyn M. Jensen
MAY 8 1990
By Dana Lem-Deputy
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

PARTIAL JUDGMENT AND DECREE

The above matter coming regularly on this day before the Honorable ELIZABETH A. KAIL, 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 hereinafter named 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 18th day of October 1988; that service of Summons issued out of this Court was duly and regularly made by personal service on the hereinafter named Defendants.

That the hereinafter named Defendants have failed in any manner to answer

Plaintiff's Summons served as aforesaid, or otherwise appear, and the time for answering by the said Defendants having expired, the default of said hereinafter named Defendants have been and hereby is entered.

It further appearing that the Plaintiff by its action seeks the decree of this Court declaring the invalidity of any asserted claim of the hereinafter named Defendants in and to certain real property and interests in said Complaint and hereinafter described and to Quiet Title against the claims of the hereinafter named Defendants and that no reason exists why judgment should not now be entered against the said hereinafter named Defendants, the Court now being fully advised in the premises finds generally for the Plaintiff and against the hereinafter named 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 hereinafter named Defendants have no 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 hereinafter named Defendants, have no claim whatsoever to any right, title interest or estate in the lands hereinafter described.

Said Defendants being described as:

Alan Caudell
Claudette K. Caudell
Avery F. Brown
Linda J. Brown
John R. Schmidt
Frank A. Kaumo
Mary Kaumo
D. Donald Davis
Ila May Davis

2. That Plaintiff, FROERER CORPORATION, is the true and lawful owner of all the real property and premeises described as:

Green River Ranch Subdivision, Sublette County, Wyoming;

Unit A: Lot 60
Unit B: Lots 47, 127, 129
Unit C: Lots 22, 28, 30 and 31

TOGETHER WITH all improvements and appurtenances thereunto appertaining;

3. That the title and possession of 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 above named Defendants and any others claiming any interest therein by or through said above named Defendants.

4. That said above named Defendants are hereby forever enjoined and barred from setting up any right, title, interest, estate, or claim in or to the aforedescribed real property.

5. That this Partial Judgment And Decree is final in regard to the Defendants named herein and their interests in the lots named herein.

DATED this 7 day of [illegible], 1990.

THE STATE OF WYOMING
COUNTY OF SUBLETTE

I, [illegible], CLERK OF THE NINTH JUDICIAL DISTRICT COURT OF WYOMING AND FOR SAID COUNTY AND IN THE STATE AFORESAID DO HEREBY CERTIFY THE FOREGOING TO BE A FULL, TRUE AND COMPLETE COPY.

SIGNED: [illegible]

ELIZABETH A. KAIL
Judge of the District Court

AMENDMENT OF BY-LAWS
OF
EMIGRATION PROPERTY OWNER'S ASSOCIATION

WHEREAS, by-laws of EMIGRATION PROPERTY OWNER'S ASSOCIATION were made and signed on the 23rd day of July, 1985, by V. L. LOONEY, PATRICIA E. LOONEY, GORDON W. BRAY and BETH A. GRAY as owners;

AND WHEREAS, V. L. LOONEY is now deceased;

AND WHEREAS, the undersigned parties, being all of the owners of the real property contained within EMIGRATION RANCHES SUBDIVISION, Sublette County, Wyoming, desire to amend and supplement the aforesaid by-laws, NOW, THEREFORE, WITNESSETH:

That the aforesaid by-laws of EMIGRATION PROPERTY OWNER'S ASSOCIATION are HEREBY AMENDED AND SUPPLEMENTED by adding thereto Article XVII as the same appears herein below, to-wit:

ARTICLE XVII

ROAD MAINTENANCE. Each member of the Association shall pay annually an equal amount for the maintenance of roads to and within the said EMIGRATION RANCHES SUBDIVISION.

228864

IN WITNESS WHEREOF, I affix my signature hereto this 14th day of April, 1990.

RECORDED May 14 19 90 10:50 A.M.
IN BOOK 57 Misc. PAGE 297
FEES $10.00 May & Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

Patricia E. Looney
PATRICIA E. LOONEY

IN WITNESS WHEREOF, we affix our signatures hereto this 20th day of April, 1990.

Gordon W. Bray.
GORDON W. BRAY

Beth A Bray
BETH A. BRAY

IN WITNESS WHEREOF, we affix our signatures hereto this 26 day of April, 1990.

E. Gene Skinner
E. GENE SKINNER

Carolyn E. Skinner
CAROLYN E. SKINNER

IN WITNESS WHEREOF, we affix our signatures hereto this 8th day of May, 1990.

Thomas H. Hawley
THOMAS H. HAWLEY

Margaret A. Hawley
MARGARET A. HAWLEY

IN WITNESS WHEREOF, we affix our signatures hereto this 14 day of May, 1990.

Burl Potter
BURL POTTER

Norma Jean Potter
NORMA JEAN POTTER

IN WITNESS WHEREOF, we affix our signatures hereto this 17 day of May, 1990.

John J. Hintz
JOHN HINTZ

Debra Hintz
DEBBRA HINTZ

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by PATRICIA E. LOONEY this 19th day of April, 1990.

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:

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by GORDON W. BRAY and BETH A. BRAY this 20th day of April, 1990.

Witness my hand and official seal.

Kathleen A. King - Notary Public
County of Sublette
State of Wyoming
My Commission Expires Jan. 10, 1991

Kathleen A. King
Notary Public

My commission expires: January 10, 1991

STATE OF CALIFORNIA)
) ss
COUNTY OF Los Angeles)

The foregoing instrument was acknowledged before me by E. GENE SKINNER and CAROLYN E. SKINNER this 26 day of April, 1990.

Witness my hand and official seal.

Isabel Rosales
Notary Public

My commission expires: 1-16-1993

OFFICIAL SEAL
ISABEL ROSALES
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. Jan. 16, 1993

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by THOMAS H. HAWLEY and MARGARET A. HAWLEY this 8th day of May, 1990.

Witness my hand and official seal.

Steven Mackey
Notary Public

My commission expires:

STEVEN MACKEY Notary Public
County of Sublette State of Wyoming
My Commission Expires June 22, 1992

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by BURL POTTER and NORMA JEAN POTTER this 8th day of May, 1990.

Witness my hand and official seal.

Steven Mackey
Notary Public

My commission expires:

STEVEN MACKEY Notary Public
County of Sublette State of Wyoming
My Commission Expires June 22, 1992

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by JOHN HINTZ and DEBRA HINTZ this 10th day of May, 1990.

Witness my hand and official seal.

Steven Mackey
Notary Public

My commission expires:

STEVEN MACKEY Notary Public
County of Sublette State of Wyoming
My Commission Expires June 22, 1992

A F F I D A V I T

STATE OF WYOMING)
) ss.
County of Sublette)

I, Barbara L. Bandy, being the first duly sworn on oath, depose and say:

That I am a citizen of the United States of America and over the age of 21 years, and a resident of Pinedale, Wyoming.

That I was well and personally acquainted with John E. Bandy, II in that certain Warranty Deed dated February 13, 1989 and recorded February 17, 1989 in Book 28 of Deeds, page 710 as filing No. 223646 and in that Warranty Deed dated February 13, 1989 and recorded February 17, 1989 in Book 28 of Deeds, page 711 as filing No. 223647, both in the office of the Recorder of Sublette County, State of Wyoming.

That I know of my own knowledge that John E. Bandy, II in the said deeds and John E. Bandy, II mentioned in the attached Certified copy of Certificate of Death was one and the same person.

This affidavit is intended to terminate the joint tenancy (the life estate) of said John E. Bandy, II in the following described property:

> Lots 1 and 2 of the Anderson Subdivision, Sublette County, Wyoming, as the same appears on the plat and map thereof on file and of record in the Office of the County Clerk of Sublette County, Wyoming.

Barbara L. Bandy
Barbara L. Bandy

Subscribed and sworn to before me this 9th day of May, 1990.

Susan Noble
Notary Public

My Commission Expires:

JULY 20, 1992

228865

RECORDED May 14 19 90 11:20 A M
IN BOOK 57 Misc. PAGE 301
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

302

STATE OF WYOMING
DIVISION OF HEALTH AND MEDICAL SERVICES
CERTIFICATE OF DEATH

TYPE OR PRINT IN PERMANENT INK **FOR INSTRUCTIONS SEE HANDBOOK**

LOCAL FILE NUMBER // STATE FILE NUMBER

DECEDENT

1 DECEDENT NAME — FIRST: John — MIDDLE: E. — LAST: Bandy II
2 SEX: Male
3 DATE OF DEATH (Mo., Day, Yr.): April 3, 1990
4 SOCIAL SECURITY NUMBER: 223-18-3640
5a AGE-Last Birthday (Years): 66
5b UNDER 1 YEAR — Months: — Days: —
5c UNDER 1 DAY — Hours: — Minutes: —
6 DATE OF BIRTH (Mo., Day, Yr.): October 27, 1923
7a PLACE OF DEATH (Check only one): HOSPITAL: [X] Inpatient [ ] ER/Outpatient [ ] DOA — OTHER: [ ] Nursing Home [ ] Residence [ ] Other (Specify)
7b FACILITY NAME (If not institution, give street and number): St. John's Hospital
7c CITY, TOWN, OR LOCATION OF DEATH: Jackson
7d COUNTY OF DEATH: Teton
8 STATE OF BIRTH (If not in U.S.A., name country): N. Carolina
9 MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): Married
10 SURVIVING SPOUSE (If wife, give maiden name): Barbara L. Evans
11 WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no): Yes
12a USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Philanthropist
12b KIND OF BUSINESS OR INDUSTRY: Retired
13a RESIDENCE - STATE: Wyoming
13b COUNTY: Sublette
13c CITY, TOWN OR LOCATION: Pinedale
13d STREET AND NUMBER: P.O. Box 1397
13e INSIDE CITY LIMITS? (Specify yes or no): Yes
14 WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes-If yes, specify Cuban, Mexican, Puerto Rican, Etc.): No [X] Yes [ ] (Specify)
15 RACE (American Indian, Black, White, Etc.) (Specify): Black
16 DECEDENT'S EDUCATION (Specify only highest grade completed) — Elementary/Secondary (0-12): — College (1-4 or 5+): 4+

PARENTS

17 FATHER'S NAME — First: John — Middle: — Last: Bandy
18 MOTHER'S NAME — First: Leithia — Middle: — Maiden Surname: Crouch

INFORMANT

19a INFORMANT NAME (Type or Print): Barbara L. Bandy
19b RELATIONSHIP TO DECEDENT: Wife
19c MAILING ADDRESS — STREET OR R.F.D. NUMBER: P.O. Box 1397 — CITY OR TOWN: Pinedale, — STATE: Wyoming — ZIPCODE: 82941

DISPOSITION

20a Burial, Cremation, Removal from State, Other (Specify): Removal/Cremation
20b DATE (Mo., Day, Yr.): 4-3-90
20c CEMETERY OR CREMATORY-NAME: Southeastern Idaho Crematory
20d LOCATION — CITY OR TOWN: Blackfoot, — STATE: Idaho
21a FUNERAL SERVICE LICENSEE Or Person Acting — Name (Signature): Stub R Wilhelm — Number:
21b NAME OF FACILITY: Valley Mortuary — Number: #108
21c ADDRESS OF FACILITY: P.O. Box 1129 Jackson, Wy. 83001

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only
22a To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title): Roland Fleck
22b DATE SIGNED (Mo., Day, Yr.): April 3, 1990
22c HOUR OF DEATH: 1:30 A.M
22d NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print):

To be Completed by CORONER Only
23a 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):
23b DATE SIGNED (Mo., Day, Yr.):
23c HOUR OF DEATH: M
23d PRONOUNCED DEAD (Mo., Day, Yr.):
23e PRONOUNCED DEAD (Hour): M

24 NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): Dr. Roland Fleck P.O. Box 2804 Jackson, Wyoming 83001

25a REGISTRAR (Signature): Ann Hawkins, Deputy
25b DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): April 3, 1990

CAUSE OF DEATH

PART I. Enter the diseases, injuries, or complications that caused death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.

Approximate Interval Between Onset and Death

IMMEDIATE CAUSE (Final disease or condition resulting in death): a. Carcinoma of prostate, metastatic — 2yrs
DUE TO (OR AS A CONSEQUENCE OF): b.
DUE TO (OR AS A CONSEQUENCE OF): Renal failure — days
DUE TO (OR AS A CONSEQUENCE OF): d.

Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST

PART II. OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not related to cause given in PART I

27 AUTOPSY (Specify yes or no): No
28 WAS CASE REFERRED TO CORONER (Specify yes or no): No

29 MANNER OF DEATH: [ ] Natural [ ] Accident [ ] Pending Investigation [ ] Could not be Determined
30a DATE OF INJURY (Month, Day, Year):
30b TIME OF INJURY: M
30c INJURY AT WORK? (Specify yes or no):
30d DESCRIBE HOW INJURY OCCURRED:
30e PLACE OF INJURY (At home, farm, street, factory, office building, etc.) (Specify):
30f LOCATION (Street and Number or Rural Route Number, City or Town, State)

VR 2-89
1/89 1514

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 23, 1990

Deputy State Registrar

EXTENSION AGREEMENT

This Extension Agreement effective as of the 30th day of April, 1990, between The Jackson State Bank, a Wyoming Banking Corporation, hereinafter referred to as "Bank", and Barbara L. Bandy, hereinafter referred to as "Borrower".

WHEREAS, Bank and Borrower have entered into an extension agreement dated May 4, 1990, providing for an extension of the sums due Bank in accordance with the promissory note dated October 23, 1989, providing for a maturity date of April 30, 1990, which note has been extended to April 30, 1991, and

WHEREAS, the parties desire to extend the maturity date of the mortgage securing said promissory note.

NOW, THEREFORE, the parties covenant and agree as follows:

That the maturity date of the promissory note and the mortgage hereinafter listed is hereby extended to April 30, 1991, to be paid in accordance with the terms of the promissory note and the extension agreement referred to above. The mortgage extended is more particularly described as follows:

Mortgage dated October 23, 1989, from John E. Bandy, II and Barbara L. Bandy, husband and wife, to the Bank, recorded October 26, 1989, in Book 51 of Mortgage, page 599, Sublette County, Wyoming.

SIGNED and DATED this 9th day of May, 1990.

x Barbara L. Bandy
Barbara L. Bandy

ATTEST: THE JACKSON STATE BANK Seal Jackson, Wyoming

THE JACKSON STATE BANK, a Wyoming Banking Corporation

By: Karen J. Bisley
Karen J. Bisley
Assistant Vice President

228866

RECORDED May 14 19 90 11:20 A.M.
IN BOOK 57 Misc. PAGE 303
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF WYOMING)
) ss.
County of Sublette)

On this 9th day of May, 1990, before me personally appeared BARBARA L. BANDY, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed, including the release and waiver of homestead.

GIVEN under my hand and seal the date first above written.

Susan J. Nobe
Notary Public

My Commission expires:
JULY 20, 1992

STATE OF WYOMING)
) ss.
County of Teton)

On this 11th day of May, 1990, before me personally appeared KAREN J. RISLEY, to me personally known, who, being by me duly sworn, did say that she is the Assistant Vice President of The Jackson State Bank 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 KAREN J. RISLEY acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and seal the date first above written.

Annette M. Yenko
Notary Public

My Commission expires:

Annette M. Yenko Notary Public
County of Teton State of Wyoming
My Commission Expires May 14, 1990

AMENDMENT TO RIGHT-OF-WAY CONTRACT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

WHEREAS, by that certain Right-of-Way and Easement Contract executed March 20th, 1989, and recorded in the records of Sublette County, Wyoming, Book Misc. 55, Page 526, William J. McGinnis of J. F. Ranch, Inc. granted and conveyed unto Northwest Pipeline Corporation, hereinafter referred to as "Northwest", a right-of-way and easement over and through certain real property situated in Sublette County, Wyoming, to wit:

An area 20 feet x 260 feet for Cathodic Protection Site No 1488.
NW¼NW¼, Section 31, Township 28 North, Range 113 West, 6th P.M.
SW¼SW¼, Section 30, Township 28 North, Range 113 West, 6th P.M.
SE¼SE¼, Section 25, Township 28 North, Range 114 West, 6th P.M.

WHEREAS, the undersigned Grantor is the owner of the above-described property; and

WHEREAS, THE Grantor and Northwest desire to, and have agreed to amend said Right-of-Way and Easement Contract.

NOW THEREFORE, for and in consideration of the mutual covenants, promises and agreements contained herein, Grantor and Northwest do hereby amend said Right-of-Way and Easement Contract to specify the width and location of such right-of-way as follows:

A strip of land across a portion of Section 31, Township 28 North, Range 113 West, and Section 25, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming, being 10 feet Northerly and 10 feet Southerly of the centerline of the existing cathodic protection cable; whose location shall control said right-of-way and easement, being further described by the following survey line:

Beginning at a point located in the Northwest Quarter of the Northwest Quarter of Section 31, said point bears North 16°02' East, a distance of 217.9 feet from the Southeast corner of Section 25, Township 28 North, Range 114 West.

Thence North 38°52' West, a distance of 23.0 feet;
Thence North 48°37' West, a distance of 59.5 feet to a point located on the East boundary line of said Section 25, said point being 206.7 feet Northerly along said boundary line from the Southeast corner of said Section 25;

Thence continuing North 48°37' West, a distance of 324.5 feet to the end of the line at a point located in the Southeast Quarter of the Southeast Quarter of said Section 25, said point bears North 26°44' East, a distance of 538.8 feet from the Southeast corner of said Section 25.

228871

RECORDED May 14 1990 2:00 PM
IN BOOK 57 Misc. PAGE 305
FEES 8.00 May L. Lenfest COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

The length of the above described survey line is 407.0 feet, or 24.667 rods, or 0.077 miles.

Said Right-of-Way and Easement Contract, as hereby amended, shall be binding upon the parties hereto, their heirs, successors and assigns.

Except as hereby amended, all terms and provisions of said Right-of-Way and Easement Contract are continued in full force and effect.

WITNESS THE EXECUTION HEREOF THIS 30th DAY OF April, 1990.

GRANTOR:

J. F. RANCH, INC.

William J. McGinnis
Vice President

GRANTEE:

NORTHWEST PIPELINE CORPORATION

Attorney in Fact

REGISTER NO. 2531

0022

NORTHWEST PIPELINE CORPORATION
Wilma West, M.S. 10362
P. O. Box 58900
Salt Lake City, Utah 84158-0900

ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 3rd day of May, 1990 personally appeared before me William F. Bell, who being by me duly sworn did say that he is the Attorney-in-Fact of NORTHWEST PIPELINE CORPORATION and that said instrument was signed in behalf of said grantor by authority, and said William F. Bell acknowledged to that he as such Attorney-in-Fact executed the same.

My Commission expires:

1-29-94

Wilma S. West
Notary Public
Residing at: Salt Lake

Notary Public
WILMA S. WEST
295 Chipeta
Salt Lake City, Utah 84158
My Commission Expires
January 29, 1994
State of Utah

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by William J. McGinnis this 30th day of April, 1990.

Witness my hand and official seal.

My Commission expires:

December 1, 1990

Judy A. Babcock
Notary Public
County, state of Wyoming

Judy A. Babcock - Notary Public
County of Sublette
State of Wyoming
My Commission Expires December 1, 1990

RIGHT OF WAY AND EASEMENT – FACILITY

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, construct, maintain and operate the hereinafter described facilities, with appurtenances thereto, on the hereinafter described land.

This grant shall carry with it the right of ingress and egress to and from, and access on and along said land, 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. Grantee shall have the right of exclusive use of any portion of said property occupied by Grantee's improvements which are constructed in or above the surface thereof.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities on the easement 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 easement 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 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 FACILITIES

A 10' wide by 510' long parcel of land for Cathodic Protection Station No. 1497

DESCRIPTION OF PROPERTY SITUATED IN SUBLETTE COUNTY, STATE OF WYOMING

Subdivision	Section	Township	Range or Block	B. & M. or Abstract No.
E½NW¼	13	29 North	113 West	6th P.M.

228872

RECORDED May 14 AD 90 2:15 P M
IN BOOK 57 Misc PAGE 308
FEES $6.00 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Ely

NORTHWEST PIPELINE CORPORATION
Wilma West, M.S. 10362
P. O. Box 58900
Salt Lake City, Utah 84158-0900

WITNESS THE EXECUTION HEREOF THIS 26th DAY OF April 1990, A.D.

by

Witness to Signature(s)

FLYING " W " LAND AND LIVESTOCK CORPORATION

Project Name: Cathodic Protection Station No. 1497

W/O 24753 Dwg. No.

R/W 00438 Grant No. 1

REGISTER NO. 2532

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by JOHN N. CHRISMAN President of Flying "W" Land and Livestock Corporation this 30th day of April, 1990.

Witness my hand and offical seal.

Kathleen A. King - Notary Public
County of Sublette State of Wyoming
My Commission Expires Jan. 10, 1991

Kathleen A. King
Notary Public

My commission expires:
JANUARY 10, 1991

ERNEST L. HAYWARD
Attorney at Law
805 North Harbor Boulevard
Anaheim, California 92805
(714) 491-1511

Co-Counsel for LUDWELL DYSON LANSDALE, JR.

FILED
MAY 05 1989
BARRY L. GRANVILLE, County Clerk
By _____ DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

WILLIAM M. LANSDALE, Trustee of the Arlyne Lansdale Living Trust, Plaintiff, v. JOANNE HARROLD, aka JOANNE LANSDALE HARROLD, aka JOANNE SAPARITO, an individual; LUDWELL DYSON LANSDALE, an individual; DYSON LUDWELL LANSDALE, an individual; ARLYNE LANSDALE, aka A. LANSDALE, an individual; and DOES 1 through 100, inclusive, Defendants. AND RELATED CROSS-ACTION.	CASE NO. 38-03-01 CASE NO. A 113795 CASE NO. A 134638 ORDER APPROVING MULTI-ACTION SETTLEMENT AGREEMENT 228882 RECORDED May 15 1989 9:46 AM IN BOOK 57 Misc. PAGE 310 FEES 20.00 Mary L. Lankford COUNTY CLERK SUBLETTE COUNTY CLERK By: Marie Riley

On April 21, 1989, all necessary parties and/or counsel appeared in Department 1 of the Orange County Superior Court at the hearing on a regularly calendared motion and announced to the Court that they had reduced virtually all material terms of settlement in this multi-action litigation to a written settlement agreement consisting of 45 pages, plus 4 exhibits, as hereinafter set forth. The parties and counsel appearing in

Department 1 at 2:00 p.m., April 21, 1989 were as follows:

WILLIAM M. LANSDALE, by personal appearance; RUFUS VON THULEN RHOADES, Co-Counsel for WILLIAM M. LANSDALE, by personal appearance; GEORGE A. HART, Ball, Hunt, Hart, Brown & Baerwitz, Co-Counsel for WILLIAM M. LANSDALE, by personal appearance; LUDWELL DYSON LANSDALE, JR., ("DYKE LANSDALE"), by personal appearance; ERNEST L. HAYWARD, Co-Counsel for LUDWELL DYSON LANSDALE, JR., by personal appearance; JUDITH JOHNSON, Co-Counsel for LUDWELL DYSON LANSDALE, JR., by personal appearance; JOANNE LANSDALE HARROLD, by personal appearance; ROSE MARIE HOLLANDER, Counsel for JOANNE LANSDALE HARROLD, by personal appearance; JOANNE LANSDALE HARROLD, Counsel for LUDWELL DYSON LANSDALE III, ("DYSON LANSDALE"), with authority to bind her client, by personal appearance; JULIUS W. FELDMAN, Special Administrator of the Estate of ARLYNE LANSDALE in Orange County Case No. A 134638, appearing in propria persona, by personal appearance; SANDRA NELSON-WETZLER, Harwood, Adkinson & Meindl, Counsel for SECURITY PACIFIC NATIONAL BANK, Court-appointed Trustee-Receiver, Trust litigation, Orange County Case No. 38-03-01, by personal appearance.

The Motion of JOANNE LANSDALE HARROLD, by and through counsel, ROSE MARIE HOLLANDER, for an Order to enforce Settlement Agreement had been regularly set for hearing, and all due and legal notice of the time and place of hearing had been regularly given as required by law and in accordance with the Order of this Court fixing notice. At 11:30 a.m., a brief Settlement Conference was conducted in chambers with the Honorable PHILIP E. COX, presiding Judge, Orange County Superior

Courts. The Court, being fully advised in the premises, and with the consent and agreement of all parties, each of whom was present in Court or represented by counsel with full authority to bind each party, makes and enters its Statement of Decision and issues its Orders, as follows:

STATEMENT OF DECISION

1. The Honorable PHILIP E. COX, presiding Judge, Orange County Superior Courts and this Court has jurisdiction of all parties and over the subject matter of these various proceedings, and jurisdiction to approve the Settlement Agreement entered into by Plaintiffs, Defendants, Cross-Complainants, Cross-Defendants, Petitioners, Objectors, Beneficiaries under Will, Heirs at Law, Court-appointed Trustee-Receivers, and Court-appointed Special Administrators. Such Settlement Agreement, signed by all parties, and/or counsel with full authority to bind all parties, was accepted by the Court on April 21, 1989, and ordered binding and effective on the same date.

2. The Court finds, based upon the agreement of all parties, that on or about September 30, 1978, ARLYNE LANSDALE established the ARLYNE LANSDALE 1978 Revocable Inter-vivos Trust, hereinafter referred to as the "LANSDALE TRUST", naming her two sons, WILLIAM M. LANSDALE, and LUDWELL DYSON LANSDALE, JR., as beneficiaries thereof upon her death. The LANSDALE TRUST appointed ARLYNE LANSDALE, WILLIAM M. LANSDALE, and JOANNE LANSDALE HARROLD as Co-Trustees. Now, pursuant to the death of ARLYNE LANSDALE on August 13, 1986 and, by the agreement of all parties, the Co-Trustees of the 1978 LANSDALE TRUST are WILLIAM

M. LANSDALE and JOANNE LANSDALE HARROLD.

3. The Court finds, based upon the terms and conditions set forth in the Settlement Agreement executed by WILLIAM M. LANSDALE and JOANNE LANSDALE HARROLD on April 21, 1989, and upon the terms and conditions hereinafter set forth in this Order, that both WILLIAM M. LANSDALE and JOANNE LANSDALE HARROLD, and each of them, resigns as Co-Trustee of the ARLYNE LANSDALE TRUST and agrees to the appointment of RUFUS VON THULEN RHOADES and ERNEST L. HAYWARD, attorneys and agents of the parties by designation and consent, each serving independently as Trustees of specific assets retained in Trust under the continuing jurisdiction of this Court pending a Court Order on final distribution of assets. Upon the terms and conditions hereinafter set forth, the Court accepts the resignation of WILLIAM M. LANSDALE and JOANNE LANSDALE HARROLD, with such resignations to take effect on April 21, 1989.

4. The Court finds, based upon the agreement of all parties, that on or about June 10, 1982, WILLIAM M. LANSDALE, in his capacity as Co-Trustee of the LANSDALE TRUST, filed an action entitled WILLIAM M. LANSDALE, Trustee of the Arlyne Lansdale Living Trust, v. JOANNE HARROLD, LUDWELL DYSON LANSDALE, JR., DYSON LUDWELL LANSDALE, et. al., Orange County Superior Court Case No. 38-03-01 (Trust Lawsuit). On July 16, 1982, SECURITY PACIFIC NATIONAL BANK ("SECURITY PACIFIC"), pursuant to a stipulated Order, was appointed Trustee-Receiver of the LANSDALE TRUST, by this Court. On August 27, 1982, ARLYNE LANSDALE filed a cross-complaint in the Lawsuit against WILLIAM M. LANSDALE.

5. The Court finds, pursuant to the agreement of the parties, that on or about June 10, 1982, WILLIAM M. LANSDALE initiated an action entitled Conservatorship of ARLYNE LANSDALE, Orange County Superior Court Case No. A 113795, ("Conservatorship"). In the Conservatorship, WILLIAM M. LANSDALE sought the appointment of a Conservator of the Person and Estate of ARLYNE LANSDALE. On January 25, 1983, pursuant to Probate Code Section 1805(b), the Probate Court ordered the appointment of a Conservator of the Estate of ARLYNE LANSDALE, and appointed SECURITY PACIFIC as such Conservator of her Estate. The Order Appointing the Conservator was appealed which effectuated a stay of SECURITY PACIFIC'S powers as Conservator. On November 30, 1984, the Court of Appeal issued an opinion in the Conservatorship, which upheld the Probate Court's order appointing SECURITY PACIFIC as Conservator of ARLYNE LANSDALE'S Estate.

6. The Court finds, based upon the agreement of all parties, that on or about October 21, 1985, SECURITY PACIFIC, in its capacity as Conservator of the Estate of ARLYNE LANSDALE, filed a Motion for Substituted Judgment under Probate Code Section 2580(b), through which all of the assets of ARLYNE LANSDALE'S Estate, including the assets held under the terms of the LANSDALE TRUST would be transferred to a newly-established Trust. Under the substituted judgment, the new Trust ("TRUST NO. 2") would supersede the LANSDALE TRUST. SECURITY PACIFIC'S Motion for Substituted Judgment was granted on March 19, 1986. The Order granting the Motion for Substituted Judgment was appealed by JOANNE LANSDALE HARROLD on or about June 11, 1986, JOANNE LANSDALE HARROLD, WILLIAM M. LANSDALE, and SECURITY

PACIFIC, as Conservator, entered into a Stipulation to Modify Order to dismiss the appeal and to establish TRUST NO. 2. Prior to the funding of TRUST NO. 2, and on August 13, 1986, ARLYNE LANSDALE died. Because TRUST NO. 2 was never funded, all parties have stipulated and agreed that all assets beneficially owned by ARLYNE LANSDALE as of the date of her death are presently vested and beneficially owned by WILLIAM M. LANSDALE and JOANNE LANSDALE HARROLD as Co-Trustees of the 1978 LANSDALE TRUST. TRUST NO. 2 proposed under Section 2580 of the California Probate Code in the Conservatorship of ARLYNE LANSDALE shall be considered void and of no legal effect. All parties agree that TRUST NO. 2 shall not be funded or effectuated, that all assets beneficially owned by ARLYNE LANSDALE as of the date of her death are, and have been, assets previously transferred to the LANSDALE TRUST.

7. The Court finds, based upon the agreement of all parties, that on or about September 16, 1986, SECURITY PACIFIC, in its capacity as Conservator, filed a cross-complaint in the Lawsuit naming JOANNE LANSDALE HARROLD, DYKE LANSDALE, DYSON LANSDALE and WILLIAM M. LANSDALE as defendants. On October 31, 1986, JULIUS W. FELDMAN, in his capacity as Special Administrator of the Estate of ARLYNE LANSDALE, was substituted in place of SECURITY PACIFIC as Conservator of the Estate of ARLYNE LANSDALE for purposes of prosecuting the cross-complaint in the Lawsuit.

8. The Court finds, based upon the agreement of all parties, that on or about March 10, 1980, ARLYNE LANSDALE executed a Will of the same date ("WILL 1"). On October 22, 1982, ARLYNE LANSDALE executed a second Will of the same date

("WILL 2"). On August 31, 1982, ARLYNE LANSDALE executed an Amendment to the LANSDALE TRUST purporting to remove WILLIAM M. LANSDALE as a beneficiary, and substituting JOANNE LANSDALE HARROLD as a beneficiary in his place.

9. The Court finds, based upon the agreement of all parties, that on or about August 25, 1986, JULIUS W. FELDMAN was appointed Special Administrator of the Estate of ARLYNE LANSDALE in Orange County Superior Court Case No. A 134638.

10. The Court finds, based upon the agreement of all parties, that on or about September 11, 1986, WILLIAM M. LANSDALE filed a Petition for Probate of WILL 1 entitled Estate of ARLYNE A. LANSDALE, aka ARLYNE LANSDALE, aka A. LANSDALE, aka ARLYNE A. LONG, aka A.A. LONG, aka A. LONG, aka ARLYNE ARMSTRONG, aka A. ARMSTRONG in Orange County Superior Court Case No. A 134638. On September 17, 1986, MYRON G. COHEN filed a Petition for Probate of WILL 2 in the same proceeding as WILL 1. On November 17, 1986, WILLIAM M. LANSDALE filed a contest and opposition to the probate of WILL 2. On or about January 5, 1987, DYSON LANSDALE filed a cross-complaint contesting the probate of WILL 1.

11. The Court finds, based upon the agreement of all parties, that on or about February 5, 1987, WILLIAM M. LANSDALE, JOANNE LANSDALE HARROLD, and JULIUS W. FELDMAN entered into a Stipulation Instructing Special Administrator re Inventory of Assets, and on March 27, 1987, the Court signed the Order Instructing Special Administrator whereunder the Court found that the property described on Exhibits "A", "B", "C", and "D" hereto had been transferred, conveyed, assigned and delivered

by ARLYNE LANSDALE to the Trustees of the LANSDALE TRUST. Each party, at the time of the Stipulation, reserved the right to challenge the inclusion of any or all assets alleged to be a part of the TRUST, with such right of objection to be heard at a later date.

12. The Court finds, based upon the agreement of all parties, that the LANSDALE TRUST and the Estate created by ARLYNE LANSDALE'S death are indebted to WILLIAM M. LANSDALE in the amount of $585,690.00 for costs and fees advanced by WILLIAM M. LANSDALE in his capacity as a Co-Trustee of the LANSDALE TRUST. Said amount owed to WILLIAM M. LANSDALE is hereinafter called the "Debt".

13. The Court finds, based upon the agreement of all parties, that the LANSDALE TRUST contains all assets beneficially owned by ARLYNE LANSDALE as of the date of her death.

14. The Court finds, based upon the agreement of all parties, that DYKE LANSDALE contends and no other party disputes that ARLYNE LANSDALE did not beneficially own the unimproved Riverside real property described in Items 1 and 2, in Exhibit "B", attached hereto ("Riverside Property").

15. The Court finds, based upon the agreement of all parties, that all other assets standing in the name of ARLYNE LANSDALE, or in which she had any beneficial or legal interest, shall be deemed assets constituting property belonging to the LANSDALE TRUST pursuant to the execution by ARLYNE LANSDALE personally of Schedule "A", attached to the LANSDALE TRUST.

///

16. The Court finds, based upon the agreement of all parties, that with the exception of the beneficial interest in the Riverside Property, above described, all assets appearing on Exhibits "A", "B", "C", and "D" are the properties belonging to ARLYNE LANSDALE and are deemed and agreed to be included in the LANSDALE TRUST.

17. The Court finds, based upon the agreement of all parties, that JOANNE LANSDALE HARROLD and DYKE LANSDALE agree, concurrently with the issuance of the Court's order approving the Settlement Agreement, to execute all appropriate instruments necessary for the LANSDALE TRUST to be vested with the beneficial and legal fee title to the real property commonly known as 543 Via Lido Soud, Newport Beach, California ("Lido Property").

18. The Court finds that the parties have failed to agree on the time, manner, method and terms of distribution of approximately 118.75 acres of unimproved land located north of Silver Queen Road, West of State Highway Route No. 14, Kern County, California, Assessor's Parcel No. 297-310-01-00-7, the fee interest to which is purportedly carried on hand as an asset under the control of SECURITY PACIFIC NATIONAL BANK, as Court-appointed Trustee-Receiver, but which asset does not appear as a fee interest on any of the schedules attached hereto, and incorporated herein by reference. The Court finds that the only reference to this property in the Settlement Agreement of the parties is set forth on Exhibit "D", Page 11, at the top, which contains a description purporting to be "mineral interests" or "mining interests" containing a definition with regard to which the parties are in disagreement. For

those reasons, the Court reserves jurisdiction over the time, method, manner and terms of the distribution of this asset, without approving any of the language contained in Exhibit "D", Page 11, of the Exhibits attached to this Order.

19. The Court finds, pursuant to the representations of all parties, and their attorneys of record, and pursuant to the initials of the parties and/or their attorneys, that four (4) interlineations of the typed Settlement Agreement consisting of 45 pages, plus exhibits, have been effectuated with the knowledge and consent of all parties in interest, or their attorneys of record. These interlineations appear in the Settlement Agreement at Page 13, lines 21 - 22; Page 14, lines 9 - 10; Page 18, line 26, as set forth on the reverse side of Page 18; Page 36, line 27.

ORDERS

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. The multi-action Settlement Agreement filed in the Trust litigation, Orange County Case No. 38-03-01 shall also be controlling in the Conservatorship of ARLYNE LANSDALE, Orange County Case No. A 113795 and in the Estate of ARLYNE LANSDALE, Orange County Case No. A 134638. The Settlement Agreement filed in this cause on April 21, 1989 entered into by WILLIAM M. LANSDALE, LUDWELL DYSON LANSDALE, JR., JOANNE LANSDALE HARROLD, and DYSON LUDWELL LANSDALE, III, is approved and confirmed in all respect except those set forth in the Court's Statement of Decision, supra;

2. The Court accepts the resignations of both WILLIAM M. LANSDALE and JOANNE LANSDALE HARROLD as Co-Trustees of the

ARLYNE LANSDALE TRUST, which acceptance is effective on 2:00 p.m., April 21, 1989;

3. All property held in the LANSDALE TRUST, whether in the possession and under the control of SECURITY PACIFIC NATIONAL BANK, Court-appointed Trustee-Receiver, JULIUS W. FELDMAN, Court-appointed Special Administrator, or any and all of the parties, shall forthwith be distributed as follows:

a. Exhibit "A" Assets: The assets described in Exhibit "A", attached hereto and incorporated herein by this reference, shall be distributed, conveyed and transferred, forthwith, free of Trust, to WILLIAM M. LANSDALE in payment of the Debt of the LANSDALE TRUST.

b. Exhibit "B" Assets: The assets described in Exhibit "B", attached hereto and incorporated herein by this reference, shall be distributed, conveyed and transferred, forthwith, free of Trust, to LUDWELL DYSON LANSDALE, JR. ("DYKE LANSDALE"), with the exception of the Riverside 31 acres and the Westminster commercial property, as hereinafter set forth.

c. Exhibit "C" Assets: The assets described in Exhibit "C", attached hereto and incorporated herein by this reference, shall be distributed, conveyed and transferred, forthwith, free of Trust, to JOANNE LANSDALE HARROLD.

d. Exhibit "D" Assets: The assets described in Exhibit "D", attached hereto and incorporated herein by this reference, shall be distributed, conveyed and transferred, forthwith, and free of Trust, to WILLIAM M. LANSDALE, with the exception of the five "Wintershall" working interests, hereinafter described.

4. The Court appoints attorney **RUFUS VON THULEN RHOADES** ("RHOADES") as an independent Successor Trustee, acting independently of the other Successor Trustee, but acting under the direct and continuing supervision of the Orange County Superior Court. SECURITY PACIFIC NATIONAL BANK, as Court-appointed Trustee-Receiver, shall immediately distribute, transfer and convey to RHOADES, as Court-appointed Successor Trustee, the five "Wintershall" working interests, legally described as follows:

26.25% WI
SWSW 15 POR 22 27 T33 1/2N-R20W
UTE 2397 MONTEZUMA COUNTY COLO
BHP/WINTERSHALL/MOBIL HBP

26.25% WI
NWSE SEC 15 T33 1/2N-R20W
UTE 2397 MONTEZUMA COUNTY COLO
WINTERSHALL HBP #15-33 WELL

26.25% WI
SWSE SEC 15 T33 1/2N-R20W
UTE 2397 MONTEZUMA COUNTY COLO
WINTERSHALL HBP #15-34 WELL

26.25% WI
NESE SEC 15 T33 1/2N-R20W
UTE 2397 MONTEZUMA COUNTY COLO
WINTERSHALL HBP #15-43 WELL

26.25% WI
SESE SEC 15 T33 1/2N-R20W
UTE 2397 MONTEZUMA COUNTY COLO
WINTERSHALL HBP #15-44 WELL

5. The Court directs, that as Court-appointed Successor Trustee, RHOADES shall, upon receipt, distribute all income derived from the above-described properties to WILLIAM M. LANSDALE, forthwith. However, RHOADES shall, as Trustee, continue to hold legal and equitable title to each of the five (5) working interests until all of the conditions hereinafter

stated have been satisfied and the Court, by written Order, after hearing on the Petition of RHOADES, or any party, and upon the requirement of 15 days' notice of hearing to all parties to this Agreement, permits distribution of any or all of such working interests to WILLIAM M. LANSDALE;

6. The Court directs that RHOADES, as Court-appointed Successor Trustee, may not gift or otherwise transfer without adequate consideration any interest in the Wintershall working interests. RHOADES, as Court-appointed Successor Trustee, may, however, sell or assign all or any part thereof, on approval of the Orange County Superior Court obtained upon petition served on HAYWARD not less than 15 days prior to the hearing on said petition. Any and all proceeds from such sale or assignment shall be deposited by RHOADES into an interest-bearing account to be held as security in lieu of the interests which are sold or assigned. RHOADES, as Court-appointed Successor Trustee, and the five working interests above-described (or the account(s) established in lieu thereof) shall be subject to the continuing jurisdiction and supervision of the Orange County Superior Court until he has been discharged by formal written order of the Court;

7. The Court appoints attorney ERNEST L. HAYWARD ("HAYWARD") as an independent Successor Trustee, acting independently of RHOADES, but acting under the direct and continuing supervision of the Orange County Superior Court. SECURITY PACIFIC NATIONAL BANK, as Court-appointed Trustee-Receiver, shall immediately distribute, transfer and convey to HAYWARD, as Court-appointed Successor Trustee, the "Riverside 31 acres"

and the "Westminster commercial property", which the parties believe are legally described as follows:

RIVERSIDE 31 ACRES

Unimproved real property in the City of Riverside, County of Riverside, State of California, described as follows:

The Southeast quarter of the Southeast quarter of Section 1, Township 3 South, Range 5 West, San Bernardino Base and Meridian, in the City of Riverside, County of Riverside, State of California, according to the Official Plat thereof;

EXCEPT the North 20 feet thereof;

ALSO EXCEPT the East 400 feet of the South 660 feet thereof;

ALSO EXCEPT that portion lying within Alessandro Boulevard, as described in the Deeds to the City of Riverside, a Municipal corporation, recorded October 11, 1941 in Book 518 page 370 and November 10, 1966 as Instrument No. 109923 of Official Records of Riverside County, California.

ALSO EXCEPT that portion as described in the Deed to the City of Riverside, a Municipal corporation, recorded November 24, 1961 as Instrument No. 101254 of Official Records of Riverside County, California.

WESTMINSTER COMMERCIAL PROPERTY

Commercial property located at 8331 Westminster Boulevard, Westminster, California, legally described as:

That portion of the East half of the Southwest quarter of Section 1, Township 5 South, Range 11 West, in the Rancho Las Bolsas, in the City of Westminster, County of Orange, State of California, as shown on a map recorded in Book 51, Page 13 of Miscellaneous Maps, in the Office of the County Recorder of said County described as follows:

Beginning at a point on the southerly line of said southwest quarter, distant north 89 degrees 47 minuts 49 seconds East 527.52 feet from the intersection of the centerline of Monroe Street and Westminster Avenue, as shown

on a map of Tract Number 2042, recorded in Book 76, Pages 19 to 21, inclusive of Miscellaneous Maps, in the Office of the County Recorder of said County, said point also being the southwest corner of the land described in the Deed to George R. Summers and wife in Book 1142, Page 153, Official Records; said point also being distant easterly 84.51 feet from the southeast corner of parcel 1 of parcel map filed in Book 92, Pages 18 and 19 of Parcel Maps, in the Office of the County Recorder of said County; thence north 00 degrees 00 minutes 51 seconds West along the West line of said land of "Summers" to the intersection of the southerly line of the land described as Parcel 2 in the Deed to the City of Westminster recorded February 7, 1975 in Book 11336, Page 1402, Official Records; thence westerly along said southerly line, to the Northeast corner of Parcel 2 of said Parcel Map; thence South 0 degrees 31 minutes 41 seconds East 350.00 feet along the Easterly line of parcels 1 and 2 of said Parcel Map, and its southerly prolongation to the southerly line of said southwest quarter; thence north 89 degrees 20 minutes 35 seconds East 84.51 feet, more or less, along said southerly line to the point of beginning.
A.P. No. 097-401-21

8. The Court directs, that as Court-appointed Successor Trustee, HAYWARD has the authority only to and shall immediately market and sell the Riverside 31 acres for a gross sales price of $1,950,000.00, or more, and market and sell the Westminster commercial property for a gross sales price of $500,000.00, or more;

9. The Court directs that HAYWARD, as Court-appointed Successor Trustee, shall submit any offer proposed to be accepted on either or both properties to the Court for approval, by written Court order, after hearing on the Petition of HAYWARD, or any party, and upon the requirement of 15 days' notice of hearing to all parties to the Settlement Agreement and before written acceptance of any such offers;

10. The Court directs that HAYWARD, as Court-appointed Successor Trustee, shall provide RHOADES with copies of all written offers received, prior to acceptance, copies of all proposed escrow instructions and amendments, prior to execution thereof, and copies of any and all correspondence from buyers, brokers, escrows, or HAYWARD, as and when sent or received;

11. The Court directs that HAYWARD, as Court-appointed Successor Trustee, shall receive all proceeds of sale, and shall file with the Court a full and complete report of each such sale, attaching thereto a true and correct copy of the settlement statement and any amendments thereto as and when received from the licensed, bonded, independent escrow company handling either or both such sales. HAYWARD shall, at the time such report and attachments are filed with the Court, provide RHOADES with a true and correct copy of all such reports and attachments, and shall cause a proof of service, personally signed by HAYWARD, to be filed in these proceedings;

12. The Court directs that HAYWARD, as Court-appointed Successor Trustee, shall make the following distributions and withhold the following reserves from any and all proceeds of sale had and received by him on either or both properties, and in the following priorities:

a. All necessary costs of sale, including broker's commissions, escrow fees, real estate taxes and tax prorations, title insurance costs, any and all necessary payments to obtain releases of any liens or encumbrances of record, and such other expenditures as shall be required or charged by the independent escrow handling each of such sales.

b. Distributions of not more than $5,000.00 each calendar month to LUDWELL DYSON LANSDALE, JR. ("DYKE LANSDALE"), for his living expenses and maintenance, for a period not to exceed 18 months from the date of receipt of proceeds of sale of the first of such properties to sell, or to the date of Court-ordered distribution of any and all surplus proceeds of sale to DYKE LANSDALE, whichever event first occurs.

c. The sum of $1,450,000.00 to be held in reserve for the payment of Federal and California Estate Taxes and interest imposed with respect to any and all assets appearing on Exhibits "B" and "C" ultimately includable in the gross taxable estate of ARLYNE LANSDALE. HAYWARD, as Court-appointed Successor Trustee, may pay these taxes to the Federal Government and/or the State of California upon demand of either entity and without notice to the Court or any party, but immediately thereafter shall notify the Court, with a copy of such notice to all parties, of any and all amounts paid, to whom paid, the date of each payment, and for what purpose each payment was made.

d. The sum of $150,000.00 to be held in reserve for the payment of any and all required contributions to Court-ordered costs of administration by DYKE LANSDALE and/or JOANNE LANSDALE HARROLD, which shall include, but may not be limited to fees to SECURITY PACIFIC, as Trustee-Receiver, fees to JULIUS W. FELDMAN, as Special Administrator, or their attorneys. Such payments on behalf of DYKE LANSDALE and/or JOANNE LANSDALE HARROLD shall be made as and when the costs are finally determined, and when the Court's orders are final. Any funds

remaining after payment of such costs and fees shall be disbursed to DYKE LANSDALE upon Court Order.

e. The sum of $343,000.00 to WILLIAM M. LANSDALE to repay costs and expenses incurred and paid by SECURITY PACIFIC and/or JULIUS W. FELDMAN on behalf of DYKE LANSDALE and/or JOANNE LANSDALE HARROLD for the period May 13, 1987, through and including March 1, 1989, provided, however, HAYWARD shall deliver the sum of $150,000.00 to RHOADES as Successor Trustee, and the sum of $193,000.00, plus any and all accrued interest to WILLIAM M. LANSDALE. Said $150,000.00 shall be held by RHOADES as Successor Trustee in reserve for payment of any and all required contributions to Court-ordered costs of administration by WILLIAM M. LANSDALE which shall include, but not be limited to, fees to SECURITY PACIFIC, as Trustee-Receiver, fees to JULIUS W. FELDMAN, as Special Administrator, or their attorneys. Such payment on behalf of WILLIAM M. LANSDALE shall be made as and when the costs are finally determined, and when the Court's orders are final. Any funds remaining after payment of such costs and fees will be disbursed to WILLIAM M. LANSDALE upon Court Order.

f. The payment of $75,000.00 to ERNEST L. HAYWARD and JUDITH JOHNSON, as attorneys' fees for all services rendered to LUDWELL DYSON LANSDALE, JR., ("DYKE LANSDALE") from the commencement of their involvement through the date of execution of the Settlement Agreement.

g. The payment of $200,000.00 to JOANNE LANSDALE HARROLD, as and for attorney's fees in the representation of LUDWELL DYSON LANSDALE, JR. ("DYKE LANSDALE") and ERNEST L.

HAYWARD, his attorney, in the negotiation and sale of the Riverside 31 acres, which shall be deemed a cost of sale, but which shall not be paid until the Court orders a final distribution of Trustee's funds to LUDWELL DYSON LANSDALE, JR. ("DYKE LANSDALE") as hereinafter set forth.

h. Any and all interest earned on any and all accounts maintained by HAYWARD, as Court-appointed Successor Trustee, shall, upon receipt, be distributed to LUDWELL DYSON LANSDALE, JR. ("DYKE LANSDALE"), free of Trust, and without restriction. Any and all interest earned on any and all accounts maintained by RHOADES as Court-appointed Successor Trustee, shall, upon Receipt, be distributed to WILLIAM M. LANSDALE, free of Trust and without restriction.

13. The Court orders that the rest and remainder of funds on deposit held by HAYWARD, as Court-appointed Successor Trustee, shall remain under his control in interest-bearing accounts until the Court, by written order, after hearing on the petition of HAYWARD, or any party, and upon the requirement of 15 days' notice of hearing to all parties to the Settlement Agreement, permits distribution of any or all of such retained funds to LUDWELL DYSON LANSDALE, JR. ("DYKE LANSDALE"), or otherwise directs the payment thereof;

14. The Court orders that HAYWARD, as Court-appointed Successor Trustee, and the Riverside 31 acres and the Westminster commercial property shall be subject to the continuing jurisdiction and supervision of the Orange County Superior Court;

15. The Court finds that the parties acknowledge that RHOADES is the Court-appointed Successor Trustee selected by

WILLIAM M. LANSDALE, and that HAYWARD is the Court-appointed Successor Trustee selected by LUDWELL DYSON LANSDALE, JR. ("DYKE LANSDALE") and JOANNE LANSDALE HARROLD. Therefore, the Court directs that in the event that either Trustee (or any Successor Trustee) dies, becomes incapacitated, resigns, is removed, or otherwise ceases to act as a Trustee, then the party or parties who selected such Court-appointed Successor Trustee shall select an alternate Court-appointed Successor Trustee who shall be an attorney at law duly authorized to practice in the State of California;

16. The Court directs that the compensation of each Court-appointed Successor Trustee shall be at an hourly rate of $175.00, plus costs and expenses incurred, shall be charged against the asset to which such services relate, except that if the services of either Court-appointed Successor Trustee do not relate to any particular asset, they shall be borne one-half by WILLIAM M. LANSDALE and one-half by DYKE LANSDALE and JOANNE LANSDALE HARROLD. Such fees shall be payable on the sale, distribution, or other disposition of the asset involved, or, as appropriate, as billed. At the request of DYKE LANSDALE, JOANNE LANSDALE HARROLD and/or WILLIAM M. LANSDALE, compensation shall be subject to review and approval by the Court prior to payment;

The sums specified in Paragraph 12, subparagraphs c and d above, shall not be deemed to limit the liability of DYKE LANSDALE and/or JOANNE LANSDALE HARROLD for payment of the debts and other expenses described in such subparagraphs, but refer only to the amounts which must be set aside and reserved

from sale proceeds for such purposes;

The sum specified in Paragraph 12, subparagraph e above, shall not be deemed to limit the liability of WILLIAM M. LANSDALE for payment of the debts and other expenses described in such subparagraphs, but refer only to the amounts which must be set aside and reserved from sale proceeds for such purposes;

17. The Court orders LUDWELL DYSON LANSDALE, JR., ("DYKE LANSDALE") to execute and deliver to HAYWARD, as Court-appointed Successor Trustee of the ARLYNE LANSDALE TRUST, a Quitclaim Deed, properly executed, acknowledged, and notarized, conveying to the Court-appointed Successor Trustee all of DYKE LANSDALE'S right, title and interest in and to the Riverside 31 acres. The Quitclaim Deed shall be delivered forthwith. Such transfer shall be made for security purposes only, and not as an indication that the LANSDALE TRUST now owns or ever has owned the Riverside 31 acres;

18. The Court orders that the obligations of DYKE LANSDALE and JOANNE LANSDALE HARROLD under the terms and provisions of the Settlement Agreement shall be in all respects joint and several, so that JOANNE LANSDALE HARROLD, and all assets to be received by her hereunder, shall be jointly and severally liable with DYKE LANSDALE for all amounts payable by DYKE LANSDALE under the Settlement Agreement, and DYKE LANSDALE shall be jointly and severally liable with JOANNE LANSDALE HARROLD for all amounts payable by JOANNE LANSDALE HARROLD under the Settlement Agreement. The Riverside 31 acres and the Westminster commercial property shall stand as security for the joint and several obligations and liabilities of both DYKE

LANSDALE and JOANNE LANSDALE HARROLD and the Wintershall working interests will stand as security for the obligations and liabilities of WILLIAM M. LANSDALE, until the parties' respective obligations set forth in this Order have been resolved and/or discharged, as hereinafter set forth;

19. This Court shall retain jurisdiction to hear and determine all petitions and objections of JULIUS W. FELDMAN, as Court-appointed Special Administrator, SECURITY PACIFIC NATIONAL BANK, Court-appointed Trustee-Receiver, either ERNEST L. HAYWARD or RUFUS VON THULEN RHOADES, as Court-appointed independent Successor Trustees, or any party in this litigation, upon the requirement of 15 days' written notice of hearing with a complete copy of any and all such petitions, objections, accountings, schedules, exhibits and attachments filed to all parties to the Settlement Agreement, and including the Court-appointed Successor Trustees, Special Administrator, and SECURITY PACIFIC as Trustee-Receiver. In the event that the presiding Judge, Probate Division, for any reason, cannot hear and resolve any or all of such petitions and/or objections, then the presiding Judge of the Orange County Superior Courts, shall determine the issues, or assign such matters to such department of the Orange County Superior Court as is appropriate, with all the rights afforded to the parties under the California Code of Civil Procedure and the California Probate Code for the resolution of litigated probate matters generally;

20. All properties received by the respective parties and/or the Court-appointed Successor Trustees, including the Riverside 31 acres, the Westminster commercial property, and

the "Wintershall" working interests, shall be subject to all encumbrances, liens, and indebtedness thereon, ("Encumbrances"), existing at the time of receipt. In the event any such encumbrance is created after May 13, 1987, the effective date of the Settlement Agreement, then the loan proceeds or similar benefit generated from such encumbrance shall be credited to and be held by the Successor Trustee holding the property affected by the encumbrance;

21. DYKE LANSDALE and JOANNE LANSDALE HARROLD shall pay to WILLIAM M. LANSDALE the sum of $343,000.00, plus interest thereon at the rate of ten percent (10%) per annum from and after the entry of this Court's Order approving the Settlement Agreement, payable as provided in Paragraph 12e, and WILLIAM M. LANSDALE shall refrain from instituting any collections procedures for the enforcement of the obligations of DYKE LANSDALE and/or JOANNE LANSDALE HARROLD to WILLIAM M. LANSDALE, except as set forth in the Settlement Agreement for a period of three (3) years from the date of WILLIAM M. LANSDALE'S execution of the Settlement Agreement. There shall be no other accounting or proration between them for payment of debts, expenses and obligations incurred and paid, or income and credits received by SECURITY PACIFIC, as Trustee-Receiver, or JULIUS W. FELDMAN, as Special Administrator, from the date of appointment of Conservator through March 1, 1989. Further, WILLIAM M. LANSDALE, DYKE LANSDALE and JOANNE LANSDALE HARROLD shall each respectively pay all obligations, encumbrances, taxes and expenses, and shall respectively be entitled to income, sales and loan proceeds attributable to the particular properties and assets to be

received by them, and described on Exhibits "A", "B", "C" and "D", from and after March 1, 1989. If any income, sale or loan proceeds received on or after March 1, 1989 attributable to WILLIAM M. LANSDALE hereunder is used to pay obligations attributable to DYKE LANSDALE and/or JOANNE LANSDALE HARROLD, then WILLIAM M. LANSDALE shall be entitled to reimbursement therefore (plus accrued interest) as provided in Paragraph 35, payable as and when determined by the Court and prior to final distribution to DYKE LANSDALE. Similarly, if any income, sale or loan proceeds received on or after March 1, 1989 attributable to DYKE LANSDALE and/or JOANNE LANSDALE HARROLD hereunder is used to pay obligations attributable to WILLIAM M. LANSDALE, then DYKE LANSDALE and/or JOANNE LANSDALE HARROLD, as the case may be, shall be entitled to reimbursement therefore (plus accrued interest) as provided in Paragraph 35, either as a setoff against obligations otherwise payable by them to WILLIAM M. LANSDALE, or, if no such obligations exist, payable as and when determined by the Court and prior to final distribution to WILLIAM M. LANSDALE;

22. The Court orders that the reimbursement to WILLIAM M. LANSDALE in the sum of $343,000.00 by DYKE LANSDALE and JOANNE LANSDALE HARROLD for the payment of debts and obligations incurred and paid between May 13, 1987 and March 1, 1989 includes, but is not limited to, the following credits and deductions which may be available to DYKE LANSDALE and/or JOANNE LANSDALE HARROLD in the calculation of estate and/or income taxes:

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a. $45,000.00 -- Federal Estate Tax (non-deferred)

b. $41,181.72 -- Interest, Federal Estate Tax (non-deferred)

c. $110,000.00 -- California Estate Tax and accumulated interest through date of payment

d. $33,885.00 -- Fiduciary Taxes, all states, including California

e. $47,829.00 -- Attorneys for SECURITY PACIFIC

f. $24,608.00 -- Accounting Fees

g. $16,331.00 -- Administration Fees

h. $14,703.00 -- Real Estate Taxes

i. $18,000.00 -- Family Allowance to DYKE LANSDALE

j. Various -- All advancements and preliminary distributions to DYKE LANSDALE through March 1, 1989

23. The sum of $18,000.00 delivered by WILLIAM M. LANSDALE to DYKE LANSDALE, on April 21, 1989, in open Court, is specifically included in the fixed obligations of DYKE LANSDALE and/or JOANNE LANSDALE HARROLD for payment to WILLIAM M. LANSDALE in the sum of $343,000.00, and therefore payment of the sum of $343,000.00 shall constitute full satisfaction of WILLIAM M. LANSDALE'S right to reimbursement for this sum;

24. The Court orders that all costs and expenses associated with the properties and assets described on Exhibits "A", "B", "C", and "D", and the legal proceedings described herein, incurred after March 1, 1989 (other than WILLIAM M. LANSDALE'S, DYKE LANSDALE'S, JOANNE LANSDALE HARROLD'S and DYSON LANSDALE'S legal expenses and "common expenses") which

can be attributed to a particular property or asset shall be charged to and paid by (a) DYKE LANSDALE and JOANNE LANSDALE HARROLD jointly and severally, if either of them is entitled to the property or asset to which the charge or expense relates pursuant to the Settlement Agreement, or (b) WILLIAM M. LANSDALE if he is entitled to the property or asset to which the charge or expense relates pursuant to the Settlement Agreement. All common expenses shall be charged to and paid one-half by WILLIAM M. LANSDALE and one-half by DYKE LANSDALE and JOANNE LANSDALE HARROLD. Common expenses are defined to be all costs and expenses which the Court-appointed Successor Trustees determine cannot be attributed to a particular property or asset. Common expenses which cannot be attributed to a particular property shall include, but not be limited to, Court ordered reimbursement of costs and Court ordered fees to the Special Administrator, the Trustee-Receiver and their attorneys, with respect to probate proceedings for ARLYNE LANSDALE'S Estate, Conservatorship, the general administration of TRUST 2, and the LANSDALE TRUST and its receiver;

25. The Court orders reimbursement of fees and costs to WILLIAM M. LANSDALE in the sum of $585,690.00 in his capacity as Trustee. However, the LANSDALE TRUST shall pay such fees, in lieu of cash, by conveying to WILLIAM M. LANSDALE, forthwith, the assets described in Exhibit "A", attached hereto, and incorporated herein by reference, without charge to LUDWELL DYSON LANSDALE, JR., JOANNE LANSDALE HARROLD, or the assets described on Exhibits "B" and "C";

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26. The Court orders that upon receipt of notice from either Court-appointed Successor Trustee that any such cost or expense is due and owing, each party shall, within 10 days of the giving of such notice, deliver to their respective Court-appointed Successor Trustee the amount of money designated in the notice to be paid by such party. The LANSDALE TRUST assets allocated to any such party may be used for payment of such party's obligation defined in this paragraph. In the event that any party fails to timely deliver any payment with the result that any other party is called upon to pay all or any part of the former party's share of such costs and administrative expenses, then the contributing party shall be entitled to reimbursement, with interest at the rate of 10% per annum from the date of such advancement until all such sums are paid in full;

27. The Court is aware of the fact that SECURITY PACIFIC, as Trustee-Receiver, has filed accountings with the Court, and that objections thereto have been filed by JULIUS W. FELDMAN, as Special Administrator, with the participation and assistance of BALL, HUNT, HART, BROWN & BAERWITZ, Attorneys for WILLIAM M. LANSDALE. The accountings, objections, petitions for surcharges, and other matters are presently pending before the Court. The Court orders that any surcharges, reimbursements or credits which can be attributed to a particular property or asset shall be credited to the party entitled to receive such asset. Common credits, reimbursements or surcharges which cannot be attributed to a particular property shall include, but not be limited to, attorney's fees, trustee-receiver's

fees, and expenses of administration. All such common credits, reimbursements and surcharges shall be credited to WILLIAM M. LANSDALE and DYKE LANSDALE in equal shares after payment of expenses and litigation costs involved. The Court shall retain jurisdiction over all issues pertaining to accountings of SECURITY PACIFIC, as Court-appointed Trustee-Receiver, requests for fees, objections, and petitions for surcharge, and shall resolve the issues of the allocation of any such reimbursements, credits and surcharges between the parties, and shall determine the nature and amounts of setoffs as between SECURITY PACIFIC, as Trustee-Receiver, and the parties, and shall determine and order payment of such amounts of compensation for attorney's fees and legal expenses incurred by SECURITY PACIFIC, as Trustee-Receiver, the Special Administrator and any and all parties in a manner the Court deems just and proper. The Court acknowledges that the activities of JULIUS W. FELDMAN in the pursuit of the surcharges, credits and reimbursements are compensable, upon petition, notice, review and Court order, and such compensation shall be paid 50% by WILLIAM M. LANSDALE and 50% by DYKE LANSDALE and JOANNE LANSDALE HARROLD. If such litigation is successful, and recovery is obtained for the benefit of the Trust Estate, the Court may determine, based upon a detailed summary of time and activity of WILLIAM M. LANSDALE'S attorneys, the amount of compensation to which they are entitled or for which WILLIAM M. LANSDALE is entitled to reimbursement, in the event that he has paid such fees in advance of the Court's determination. The Court also reserves jurisdiction over this issue;

28. The Court orders that each party shall be liable for, charged with, and obligated to pay all taxes attributable or allocable to, or imposed with respect to, the properties and benefits received or to be received by such party pursuant to these Orders, as described below. Taxes shall include all estate, inheritance and death taxes imposed as a result of the death of ARLYNE LANSDALE, any gift taxes for gifts made by ARLYNE LANSDALE, income taxes imposed with respect to income and gains realized from the properties described on Exhibits "A", "B", "C", and "D", and any property, excise, sales or other taxes pertaining to such properties. Taxes shall also include all related penalties and interest thereon;

29. The Court orders JULIUS W. FELDMAN, as Special Administrator of the Estate of ARLYNE LANSDALE, to cause to be prepared and signed all returns for all estate, inheritance, or other death taxes imposed or attributable to the properties described on Exhibits "A", "B", "C", and "D" (including related or unified gifts) because of the death of ARLYNE LANSDALE ("Estate Taxes"). All Estate Taxes attributable to the properties described on Exhibits "A", "B", "C", and "D", shall be allocated to the taxable properties. In making such allocation all deductions and credits, other than general exemptions and the unified credit, shall be allocated to the taxable properties described on Exhibits "A", "B", "C", and "D" in order to determine the net values of such properties for tax purposes, which shall be the basis for the allocation of the taxes payable. Deductions arising from debts (other than the $585,690.00 debt owed to WILLIAM M. LANSDALE), costs and expenses paid or incurred

prior to and including May 13, 1987, the Effective Date, and the unified credit, shall be allocated one-half to the taxable properties received or to be received by WILLIAM M. LANSDALE and one-half to the taxable properties received or to be received by DYKE LANSDALE and JOANNE LANSDALE HARROLD; the debt paid by the Exhibit "A" properties shall be entirely assigned to such properties. Debts that are encumbrances shall be assigned to the particular taxable properties subject to the lien of any such encumbrances. Deductions arising from costs and expenses incurred and paid after May 13, 1987 (the Effective Date) which can be attributed to a particular taxable property shall be assigned to such property. Deductions and credits to which DYKE LANSDALE is entitled for the period May 13, 1987 through March 1, 1989 are set forth above in Paragraph 22. Other deductions which cannot be attributed to a particular taxable property shall be allocated one-half to the taxable properties received or to be received by WILLIAM M. LANSDALE and one-half of the taxable properties received or to be received by DYKE LANSDALE and JOANNE LANSDALE HARROLD;

Returns for Estate Taxes filed may be audited and in the final determination of Estate Taxes, adjustments may be made. In the event there are any changes in the taxes shown on the return filed there will be reallocations, in the same manner as set forth above in this paragraph, reflecting the final taxes;

30. All interest and penalties related to Estate Taxes shall be allocated to the parties in the same manner as Estate Taxes; provided, however, that any penalty and interest imposed

on or measured by the total tax liability, and which results from one party's failure to pay such party's amount of tax when due, or from a tax position or action by such party or taken for the benefit of such party shall be charged to and paid wholly by such party without allocation;

31. Unpaid income, real property and other taxes incurred, imposed, accrued, or prorated for all the tax periods or portions thereof prior to May 13, 1987 (the Effective Date) shall be charged to and paid, as set forth in subparagraph A below. Unpaid income, real property and other taxes which are incurred, imposed, accrued, or prorated for all periods or portions thereof after the Effective Date shall be charged to and paid as set forth in subparagraph B below. All unpaid real and personal property taxes shall be prorated as of the Effective Date. Accordingly, all unpaid income taxes payable by ARLYNE LANSDALE for all taxable periods ending with the date of her death shall be paid as set forth in subparagraph A below. If not already filed, the Court-appointed Successor Trustees of the LANSDALE TRUST shall file income tax returns for all periods subsequent to August 13, 1986, and any unpaid income taxes and distributable income or loss shall be borne or allocated as set forth in subparagraph A for periods prior to the Effective Date, and pursuant to subparagraph B for all periods after the Effective Date;

a. One-half by WILLIAM M. LANSDALE and one-half by DYKE LANSDALE and JOANNE LANSDALE HARROLD.

b. Allocated to the respective sources of net income, properties or other taxable bases, and charged to and

payable to WILLIAM M. LANSDALE, DYKE LANSDALE and JOANNE LANSDALE HARROLD upon the basis of the properties, including the properties described in Paragraphs 1 and 2 of Exhibit "B", or benefits received or to be received by each of them pursuant to these Court orders;

32. As a result of and corresponding to the foregoing imposition of liability and burden for the payment of taxes, the Court orders that each party, as to amounts of taxes for which such party shall or could be responsible, shall have and fulfill the obligations for the final determinations of such taxes and the amounts thereof. This shall include, as to Estate Taxes, indentities, descriptions and values of items or assets of or includable in the gross taxable estate, and as to other taxes, the items or amounts includable in the taxable base; and for all taxes, the nature, amounts and qualification of deductions;

In case of audit, disagreement, controversy, administrative proceedings, and/or litigation by or with any governmental taxing authority or agency as to any tax or amount, WILLIAM M. LANSDALE will thereupon appoint a legal representative and JOANNE LANSDALE HARROLD and DYKE LANSDALE will thereupon jointly appoint a legal representative, each at their own expense, to represent their respective interests in the audit and subsequent proceedings before the Internal Revenue Service, other taxing authority, or any court;

To the extent the Internal Revenue Agent ("The Agent") indicates an intention to increase the value of or tax related to any asset listed in one of the Exhibits

hereto, the representative of the party to whom that asset will be distributed hereunder will have the exclusive authority to negotiate a resolution of the Agent's position on that asset;

To the extent the Agent indicates an intention to reduce or eliminate a deduction or credit taken in the estate tax return (or later asserted) the representative of the party to receive the asset to which the deduction or credit is allocated shall have exclusive authority to negotiate a resolution of the Agent's position;

To the extent the Agent's position on any issue cannot be directed or allocated to any specific assets, both representatives shall have equal authority to negotiate and jointly resolve the issue;

As used herein "negotiation" includes the drafting and filing of all papers including protests, petitions with the Tax Court or any other court, motions, agreements and other items generally required in a tax audit;

Any party, representative, or fiduciary in whose name such tax proceedings is brought or maintained, or who is required to file or sign any tax return, shall cooperate with the party or parties in interest, and shall be fully protected and indemnified as provided in the Settlement Agreement;

The Court orders JULIUS W. FELDMAN, as Court-appointed Special Administrator, to promptly notify WILLIAM M. LANSDALE, DYKE LANSDALE, and JOANNE LANSDALE HARROLD if the Internal Revenue Service or any other taxing authority asserts or threatens to assert additional estate or other taxes with

respect to the Estate of ARLYNE LANSDALE. Additionally, JULIUS W. FELDMAN shall promptly notify RHOADES and HAYWARD of any communications with the Internal Revenue Service sent or received on the subject of taxes, interest or penalties, and shall provide to both RHOADES and HAYWARD copies of all correspondence and copies of all documents filed with or received from Internal Revenue Service or any other taxing authority, as and when sent or received by him;

33. Not more than 30 days nor less than 15 days before any return for Estate Taxes, any income taxes or other tax return is to be filed, JULIUS W. FELDMAN, or any Court-appointed Successor Trustee, as the case may be, shall notify each party of such party's share of tax payable, together with any penalty and interest. Each party shall pay or otherwise secure the payment of any tax, interest and/or penalty attributable to such party as a result of a final tax determination by the Internal Revenue Service prior to any collection procedures initiated by the Internal Revenue Service with respect to a recorded lien. LANSDALE TRUST assets allocated to any such party may be used to pay or secure such party's obligations to pay his or her share of unpaid estate tax, income or other taxes, interest and/or penalties;

34. Upon receipt of notice of any assessment, demand, or statement, JULIUS W. FELDMAN, or the Court-appointed Successor Trustees shall allocate the tax payable, together with any penalty and interest, among the parties as provided in this paragraph, and shall notify each party of such party's share of the total. Each party shall pay or otherwise secure the payment

of any tax, interest, and/or penalty attributable to such party as a result of a final tax determination by the Internal Revenue Service and prior to any collection procedures initiated by the Internal Revenue Service with respect to a recorded lien;

35. In the event of failure by any party to timely deliver any payment required under the paragraphs above, with the result that any other party is called upon to pay all or any part of such taxes, interest or penalties attributable to another party pursuant to the terms of this Order, then the contributing party shall be entitled to reimbursement, with interest at the rate of 10% per annum, from the date of such advancement until all such sums are paid in full;

36. Upon adequate proof of payment of the taxes, interest, penalties, costs of administration, expenses and other obligations as set forth in this Order, including the payments and reserves described in the paragraphs above dealing with the priorities, and upon the issuance of an Estate Tax Closing Letter, final tax determination, and proof of payment of all taxes, interest and penalties attributable to DYKE LANSDALE and/or JOANNE LANSDALE HARROLD, ERNEST L. HAYWARD, as Court-appointed Successor Trustee shall forthwith be obligated to distribute, free of Trust, to DYKE LANSDALE and/or JOANNE LANSDALE HARROLD, any asset retained in Trust appearing on Exhibits "B" or "C", together with any income and surplus proceeds of sales and/or loans obtained or derived from such properties. ERNEST L. HAYWARD, as Court-appointed Successor Trustee, shall petition the Court for authority, upon the requirement of 15 days' notice of hearing to RHOADES and all

other parties to the Settlement Agreement, and shall not make any such distributions except pursuant to written order of the Court. Upon obtaining such written orders for distribution, the Court-appointed Successor Trustee may petition to be relieved and discharged of his responsibilities as a Court-appointed Successor Trustee;

37. Upon adequate proof of payment of the taxes, interest, penalties, costs of administration, expenses and other obligations as set forth in this Order, and upon the issuance of an Estate Tax Closing Letter, final tax determination, and proof of payment of all taxes, interest and penalties attributable to WILLIAM M. LANSDALE, RUFUS VON THULEN RHOADES, as Court-appointed Successor Trustee shall forthwith be obligated to distribute, free of Trust, to WILLIAM M. LANSDALE, any asset retained in Trust appearing on Exhibit "D", together with any income and surplus proceeds of sales and/or loans obtained or derived from such properties. RUFUS VON THULEN RHOADES, as Court-appointed Successor Trustee, shall petition the Court for authority, upon the requirement of 15 days' notice of hearing to HAYWARD and all other parties to the Settlement Agreement, and shall not make any such distributions except pursuant to written order of the Court. Upon obtaining such written orders for distribution, the Court-appointed Successor Trustee may petition to be relieved and discharged of his responsibilities as a Court-appointed Successor Trustee;

38. The Court orders all parties to execute all necessary requests for dismissals with prejudice and any and all other documents and stipulations required to dismiss, ter-

minate and settle all of the actions, contests, and proceedings set forth in the paragraphs above, which shall be filed in the appropriate actions immediately. Any and all parties may promptly petition the Court to terminate the authority, right and power of JULIUS W. FELDMAN and SECURITY PACIFIC with respect to the LANSDALE TRUST, the ARLYNE LANSDALE Estate and the assets described herein;

39. The Court orders any petition, objection, account, approval, disapproval, demand, notice or other communication ("Notice") required to be given to any other party pursuant to the terms of the Settlement Agreement shall be in writing and be given either by personal delivery or by mailing the same by registered, certified, or express mail, postage prepaid, return receipt requested, to the party to whom the Notice is directed. Notice shall be effective when personally delivered or deposited in the United States Mail as provided in this paragraph. Any party may, by Notice given in accordance with the terms hereof, change his/her address for purposes of delivery of Notices, and shall promptly notify the Court of such change of address by filing same in Case No. A 134638 (Estate of ARLYNE LANSDALE) and providing a proper Proof of Service to all parties and their attorneys of record;

40. The Court orders that each party shall bear his or her own costs and attorney fees arising out of the Lawsuit, the Conservatorship, the Estate of ARLYNE LANSDALE, WILL 1, WILL 2, the LANSDALE TRUST and TRUST NO. 2, except as elsewhere provided in these Orders;

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41. The Court orders that each party shall, within ten (10) days of demand, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered any and all such further documents, including, but not limited to deeds, assignments, deeds of trust, escrow instructions, and any and all such other documents required under this Order, and to do all other acts as may be necessary to carry out the intent and purpose of these Court Orders;

42. The Court finds that the parties have failed to agree on the time, manner, method and terms of distribution of approximately 118.75 acres of unimproved land located north of Silver Queen Road, West of State Highway Route No. 14, Kern County, California, Assessor's Parcel No. 297-310-01-00-7, the fee interest to which is purportedly carried on hand as an asset under the control of SECURITY PACIFIC NATIONAL BANK, as Court-appointed Trustee-Receiver, but which asset does not appear as a fee interest on any of the schedules attached hereto, and incorporated herein by reference. The Court finds that the only reference to this property in the Settlement Agreement of the parties is set forth on Exhibit "D", Page 11, at the top, which contains a description purporting to be "mineral interests" or "mining interests" containing a definition with regard to which the parties are in disagreement. For those reasons, the Court reserves jurisdiction over the time, method, manner and terms of the distribution of this asset, without approving any of the language contained in Exhibit "D", Page 11, of the Exhibits attached to this Order;

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43. The Court orders off calendar and dismisses with prejudice all petitions, objections and motions presently pending in the Conservatorship of ARLYNE LANSDALE, Orange County Case No. A 113795, except those matters set forth at Paragraph 27, supra;

44. The Court orders off calendar and dismisses with prejudice all petitions, objections and motions presently pending in the LANSDALE TRUST litigation, Orange County Case No. 38-03-01, except those matters set forth at Paragraph 27, supra;

45. The Court orders off calendar and dismisses with prejudice all petitions, objections and motions presently pending in the Estate of ARLYNE LANSDALE, Orange County Case No. A 134638, except for the petitions, objections, motions and other matters presently pending regarding the accountings of SECURITY PACIFIC NATIONAL BANK as Trustee-Receiver, objections and petitions for surcharge filed by JULIUS W. FELDMAN, Special Administrator, and/or WILLIAM M. LANSDALE, in any capacity, as set forth at Paragraph 27, supra. The Court specifically reserves jurisdiction over SECURITY PACIFIC NATIONAL BANK as Court-appointed Trustee-Receiver and all issues pertaining to their accountings, requests for fees, requests for cost reimbursement, and all objections and petitions for surcharges filed thereto, for future Court determination at the date and time of hearing previously set by this Court, or by the Probate Division of this Court;

46. The Court orders and directs Successor Trustee HAYWARD to cause to be filed in Case No. A 113795 (Conservator-

ship of ARLYNE LANSDALE) and in Case No. A 134638 (Estate of ARLYNE LANSDALE) a true and correct copy of these Court Orders, which shall be controlling in those matters as well as in the Trust litigation, Case No. 38-03-01;

47. The Court orders SECURITY PACIFIC NATIONAL BANK, as Trustee-Receiver, to distribute the unimproved real property consisting of 118.75 acres located north of Silver Queen Road, west of State Highway Route No. 14, Kern County, California, to ERNEST L. HAYWARD and RUFUS VON THULEN RHOADES, Jointly, as Court-appointed Successor Trustees of the ARLYNE LANSDALE TRUST, until further order of the Court pending the resolution of matters yet to be adjudicated as set forth in Paragraph 42, supra. The parties believe that the property is legally described as follows:

All that portion of the Southwest One Quarter (SW 1/4) of Section 33, Township 11 North, Range 12 West, S.B.B. & M., excepting that portion sold to the State of California on September 29, 1970, being Instrument No. 71713, recorded in Book 4459, Pages 623 and 624, records of Kern County, California, and except 100% mineral interests in Southwest 1/4 of Section 33, Township 11 North, Range 12 West, S.B.B. & M.
Assessor's Parcel No. 297-310-01-00-7

48. The Court orders all petitions, objections, accountings, notices, and other documents required pursuant to these orders, henceforth, to be filed in Case No. A 134638, the Estate of ARLYNE LANSDALE. Any and all documents filed with the Court shall henceforth bear that case number and reference.

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APPROVED AS TO FORM AND CONTENT:

DATED: May 5, 1989

GEORGE A. HART, Co-Counsel for William M. Lansdale

DATED: May 5, 1989

RUFUS VON THULEN RHOADES, Co-Counsel for William M. Lansdale

DATED: May 4, 1989

ERNEST L. HAYWARD, Co-Counsel for Ludwell Dyson Lansdale, Jr.

DATED: May 4, 1989

JUDITH JOHNSON, Co-Counsel for Ludwell Dyson Lansdale, Jr.

DATED: _____

ROSE MARIE HOLLANDER, Attorney for Joanne Lansdale Harrold

DATED: 5-5-89

JOANNE LANSDALE HARROLD, Attorney for Ludwell Dyson Lansdale, III

Signature

DATED: Not required per court order dated May 5, 1989 Phillip E. Cox

JULIUS W. FELDMAN, Special Administrator of the Estate of Arlyne Lansdale

Signature

DATED: Not required per court order dated May 5, 1989 Phillip E. Cox

SANDRA NELSON-WETZLER, Harwood, Adkinson & Meindl, Attorneys for Security Pacific National Bank, Court-appointed Trustee-Receiver

IT IS SO ORDERED.

DATED: 5/5/89
MAY 05 1989

Judge of the Superior Court
Phillip E. Cox

(JUDGE'S SIGNATURE AND DATE FOLLOWS LAST PAGE OF EXHIBITS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE)

EXHIBIT "A"

All of the following overriding royalty interests owned by the Arlyne Lansdale Living Trust:

5% ORRI
S2 SEC 5 T13N R95W
W-62738 SWEETWATER COUNTY WY
HOME PET CORP HBP TRITON UNIT

5% ORRI
N2SE SESE SEC 35 T41N-R72W
W-61657 CONVERSE COUNTY WY
TEXACO HBP STEVICK WUTHIER #1
PHILLIPS-HBP KOCH-HBP

5% ORRI
POR SEC 33 & 34 ALL 35 T32N-R114W
W-28379 SUBLETTE COUNTY WY
CELERON BNU CASTLE CREEK UNIT

5% ORRI
W/2 SEC 10 T18N-R112W
W-31557 LINCOLN/UINTA COUNTIES WY
MT FUEL #10-1 WELL WEXPRO

5% ORRI
W/2 SEC 28 T19N-R112W
W-31557 LINCOLN/UINTA COUNTIES WY
MT FUEL #28-1 WELL WEXPRO

5% ORRI
ALL SECS 20 & 34 T23N R94W
W-59119 SWEETWATER COUNTY WY
HBP WELL DESCRIBED IN SUB ASSET

5% ORRI
SEC 28 T23N R94W
W-59119 SWEETWATER COUNTY WY
AMOCO HBP WELL MESAVERDE 1

5% ORRI
5-13N-99W 31-14N-99W 1-13N-100W
W-16211 SWEETWATER COUNTY WY
HBP WELL DESCRIBED IN SUB-ASSET

5% ORRI
N2SW SWSW SEC 1 T13N-R100W
W-16211 SWEETWATER COUNTY WY
UPRC HBP KINNEY UNIT

5% ORRI
POR SECS 1 12 T50N R76W
W-36705 CAMPBELL COUNTY WY
EXXON/APACHE HBP ANDY UNIT #1
TEXACO TRADING & TRANS HBP

EXHIBIT "A"

4.5% ORRI
ALL SEC 25 T31N R112W
W-62124 SUBLETTE COUNTY WY
BWAB EXP 01-31-88

100% LEASEHOLD 1674.36 ACRES
POR 8 SECS T35N R113W
W-62137 SUBLETTE COUNTY WY
A LANSDALE EXP 01-31-88

5% ORRI
POR SECS 19 24 26 T28N R92W
W-62722 FREMONT COUNTY WY
AMOCO 04-30-88 EXP

100% LEASEHOLD 640 ACRES
POR SEC 13 T53N SEC 6 T54N R81W
W-63085 SHERIDAN COUNTY WY
A LANSDALE EXP 05-31-88

5% ORRI
SW SEC 2 T49N R95W
W-63148 BIG HORN COUNTY WY
GARY-WILLIAMS EXP 05-31-88

100% LEASEHOLD 380.10 ACRES
POR SEC 16 18 TR 46I 47I T52NR95W
W-63150 BIG HORN COUNTY WY
A LANSDALE EXP 05-31-88

3% ORRI
SECS 1&2 T55N R69W
W-67214 CAMPBELL COUNTY WY
SUN EXPLORATION EXP DATE 03-31-89

4% ORRI
SECS 28 30 31 32 T27N R94W
W-60960 FREMONT COUNTY WYO
FISCHGRUND PET EXP DATE 10-31-87

4% ORRI
POR SECS 3 4 6 9 T33N R87W
W-64526 NATRONA COUNTY WY
GILLUM&GABBELS EXP DATE 08-31-88

100% LEASEHOLD 240 ACRES
POR SEC 17 20 T34N R87W
W-63407 NATRONA COUNTY WY

A LANSDALE EXP 05-31-88

100% LEASEHOLD 440 ACRES
POR SEC 32 35 T14N R101W
W-64576 SWEETWATER COUNTY WY
A LANSDALE EXP 08-31-88

100% LEASEHOLD 200 ACRES
SESE SEC 13 S2S2 SEC 24 T14NR103W
W-64583 SWEETWATER COUNTY WY
LANSDALE EXP 08-31-88

100% LEASEHOLD 1265.99 ACRES
POR SEC 4 9 T12N R106W
W-64599 SWEETWATER COUNTY WY
A LANSDALE EXP 03-31-88

100% LEASEHOLD 160 ACRES
S2SE SEC 33 S2SW SEC 34 T40N R68W
W-64759 CONVERSE COUNTY WY
A LANSDALE EXP 09-30-88

100% LEASEHOLD 160 ACRES
SW SEC 11 T43N R68W
W-64763 WESTON COUNTY WY
A LANSDALE EXP 09-30-88

3% ORRI
POR SEC 26 27 35 T44N R66W
W-65529 WESTON COUNTY WY
SOUTHLAND ROYALTY EXP 01-31-89

4% ORRI
POR SECS 2 29 T27N R94W
W-65638 FREMONT COUNTY WY
WICK ENERGY EXP 01-31-89

100% LEASEHOLD 525.89 ACRES
LT 1-9 SEC 6 NW SEC 8 T16N R99W
W-66148 SWEETWATER COUNTY WY
A LANSDALE EXP 02-28-89

100% LEASEHOLD 480 ACRES
NW S2 SEC 9 T24N R108W
W-66201 SWEETWATER COUNTY WY
A LANSDALE EXP 02-28-89

100% LEASEHOLD 640 ACRES

ALL SEC 10 T19N R102W
W-66536 SWEETWATER COUNTY WY
A LANSDALE EXP 02-28-89

100% LEASEHOLD 1440.85 ACRES
POR SEC 10-16 TR 39 40 T13N R111W
W-66559 SWEETWATER COUNTY WY
A LANSDALE EXP-02-28-89

5% ORRI
SEC 12 13 14 23 T13N R116W
W-66565 UINTA COUNTY WY
MARATHON OIL CO EXP 02-28-89

5% ORRI
SECS 8 30 T16N R104W
W-66819 SWEETWATER COUNTY WY
CELSIUS ENERGY CO EXP 02-28-89

100% LEASEHOLD 319.80 ACRES
LT 3 4 S2NW SW SEC 2 T17N R101W
W67159 SWEETWATER COUNTY WY
A LANSDALE EXP 03-31-89

100% LEASEHOLD 596.85 ACRES
POR SEC 19 21 23 29 T27N R95W
W-67494 FREMONT COUNTY WY
A LANSDALE EXP 04-30-89

4% ORRI
POR SEC 22 26 T20N R101W
W-67524 SWEETWATER COUNTY WY
UNIVERSAL EXPLORATION EXP 4/30/89

100% LEASEHOLD 400 ACRES
POR SEC 22 26 34 T20N R102W
W-67535 SWEETWATER COUNTY WY
A LANSDALE EXP 04-30-89

4% ORRI
LT 1-4 S2N2 SEC 1 T42N R79W
W-67709 JOHNSON COUNTY WY
UNIVERSAL EXPLORATION EXP 5/31/89

5% ORRI
POR SEC 5 11 T35N R89W
W67748 FREMONT COUNTY WY
SOHIO PETROLEUM EXP 05-31-89

5% ORRI
ALL SEC 9 T31N R113W
W-67811 SUBLETTE COUNTY WY
CHEVRON EXP 05-31-89

100% LEASEHOLD 80 ACRES
N2NE SEC 18 T43N R66W
W-68311 WESTON COUNTY WY
A LANSDALE EXP 07-31-89

100% LEASEHOLD 640 ACRES
ALL SEC 8 T19N R96W
W-61741 SWEETWATER COUNTY WY
A LANSDALE EXP 08-31-88

3% ORRI
SECS 3 20 32 T53N R72W
W-68990 CAMPBELL COUNTY WY
MOBIL EXP 10-01-89

3% ORRI
SECS 22 23 25 26 T33N R87W
W-69056 NATRONA COUNTY WY
WILLIAM C DAVIS EXP 09-30-89

100% LEASEHOLD 1600.31 ACRES
POR SEC 3 4 9 T14N R109W
W-69160 SWEETWATER COUNTY WY
A LANSDALE EXP 09-30-89

100% LEASEHOLD 640 ACRES
ALL SEC 28 T15N R110W
W-69162 SWEETWATER COUNTY WY
A LANSDALE EXP 09-30-89

100% LEASEHOLD 280 ACRES
POR SEC 12 13 24 T29N R111W
W-69174 SUBLETTE COUNTY WY
A LANSDALE EXP 09-30-89

100% LEASEHOLD 680 ACRES
POR SEC 28 32 33 T15N R114W
W-69180 UINTA COUNTY WY
A LANSDALE EXP 09-30-89

100% LEASEHOLD 1760 ACRES
POR SEC 9 12 13 15 T14N R101W
W-69436 SWEETWATER COUNTY WY

A LANSDALE EXP 10-31-89

5% ORRI
W2 SEC 35 T54N R96W
W-68075 BIG HORN COUNTY WY
GARY-WILLIAMS OIL EXP 06-30-89

100% LEASEHOLD 314.61 ACRES
LT 7-10 15-18 SEC 5 T48N R95W
W-62742 WASHAKIE COUNTY WY
A LANSDALE EXP 04-30-88

3% ORRI
POR SECS 22 23 T33N R75W
W-65132 CONVERSE CO WY
HBP WELL DESCRIBED IN SUB ASSET

3% ORRI
SE NW SEC 22 T33N R75W
W-65182
AMOCO HBP DEER CREEK FED 22-6

100% LEASEHOLD 39.97 ACRES
LT 1 SEC 6 T22S R22E
NM-33430 EDDY COUNTY NM
A LANSDALE EXP 05-31-89

5% ORRI
NWSW SEC 22 T21S R25E
NM-35926 EDDY COUNTY NM
EXXON CORP EXP 02-28-89

4% ORRI
ALL SEC 36 T22N R117-W
ST WY 79-329 LINCOLN COUNTY WY
GARY-WILLIAMS OIL EXP 05-02-89

5% ORRI
SECS 11 12 14 T45N R81W
W-68354 JOHNSON COUNTY WY
AMBEREX CORP EXP 07-31-89

4% ORRI
SECS 2 11 T53N R96W
W-68409 BIG HORN COUNTY WY
FOXRIDGE ENERGY GR EXP 07-31-89

5% ORRI

W2 SE SEC 25 T54N R96W
W-67505 BIG HORN COUNTY WY
GARY-WILLIAMS OIL EXP 04-30-89

100% LEASEHOLD 160 ACRES
SE SEC 3 T20S R23E
NM-32577 EDDY COUNTY NM
A LANSDALE EXP 03-31-88

100% LEASEHOLD 560 ACRES
POR SEC 7 8 9 T26N R92W
W-69080 SWEETWATER COUNTY WY
A LANSDALE EXP 09-30-89

5% ORRI
SE S2NW W2SW NESW SEC13 T17S R25E
U-31792 GRAND COUNTY UT
HBP WELL DESCRIBED IN SUB ASSET

5% ORRI
SESW SEC 13 T17S R25E
U-31792 GRAND COUNTY UT
GILILLAND HBP WELL 13-13

100% LEASEHOLD 600 ACRES
POR E2 SEC 9 W2 SEC 10 T20S R24E
U-38365 GRAND COUNTY UT
HBP WELL DESCRIBED IN SUB ASSET

100% LEASEHOLD 40 ACRES
SENE SEC 9 T20S R24E
U-38365 GRAND COUNTY UT
LANSDALE HBP WELL 9-2A

100% LEASEHOLD 190 ACRES
POR NW SEC 14 NW SEC 15 T20S R24E
U-38366 GRAND COUNTY UT
HBP WELL DESCRIBED IN SUB ASSET

100% LEASEHOLD 10 ACRES
NESWNW SEC 14 T20S R24E
U-38366 GRAND COUNTY UT
LANSDALE HBP WELL BROADHEAD 1

5% ORRI
POR SC 29 ALL 30 19 28 T18S R26E
U-38547 GRAND COUNTY UT
GILILLAND ENERGY EXP 11-30-87

5% ORRI
N2NE NENW SEC 13 T17S R24E
U-41375 GRAND COUNTY UT
GILILLAND ENERGY CORP EXP 3-31-89

5% ORRI
W/2 SEC 22 T18S R25E
U-41664 GRAND COUNTY UT
GILILLAND ENERGY CORP HBP U-6868

5% ORRI
ALL SEC 32 T18S R25E
ML-34922 GRAND COUNTY UT
A LANSDALE 12-01-87

100% LEASEHOLD 1077.72 ACRES
SEC 3 & POR SEC 12 T21S R23E
U-10847 GRAND COUNTY UT
HBP WELL DESCRIBED IN SUB ASSET

100% LEASEHOLD 40 ACRES
SWNE SEC 3 T21S R23E
U-10847 GRAND COUNTY UT
LANSDALE HBP WELL #3

100% LEASEHOLD
POR SECS 4 5 9 10 11 14 T21S R23E
U-03759 GRAND COUNTY UT
HBP WELLS DESCRIBED IN SUB ASSETS

100% LEASEHOLD
POR SWNE SEC 10 T21S R23E
U-03759 GRAND COUNTY UT
LANSDALE HBP WELL 6

100% LEASEHOLD
POR SWNE SEC 10 T21S R23E
U-03759 GRAND COUNTY UT
LANSDALE HBP WELL 2

100% LEASEHOLD 520 ACRES
POR SECS 26 35 T18S R25E
U-6821 GRAND COUNTY UT
HBP WELL DESCRIBED IN SUB ASSET

100% LEASEHOLD 40 ACRES
SWNW SEC 35 T18S R25E
U-6821 GRAND COUNTY UT

GILILLAND HBP WELL 15

100% LEASEHOLD
POR SECS 4 22 23 29 T20S R24E
U-7218 GRAND COUNTY UT
HBP WELL DESCRIBED IN SUB ASSETS

100% LEASEHOLD
NWSWNE SEC 29 T20S R24E
U-7218 GRAND COUNTY UT
LANSDALE HBP FED #3

100% LEASEHOLD
SWNE SEC 29 T20S R24E
U-7218 GRAND COUNTY UT
LANSDALE HBP FED #4

100% LEASEHOLD 560 ACRES
POR SEC 27 T18S R25E
U-6868 GRAND COUNTY UT
HBP WELL DESCRIBED IN SUB ASSETS

100% LEASEHOLD 40 ACRES
NWSW SEC 27 T18S R25E
U-6868 GRAND COUNTY UT
GILILLAND HBP WELL #8

100% LEASEHOLD 40 ACRES
SWSE SEC 27 T18S R25E
U-6868 GRAND COUNTY UT
GILILLAND HBP WELL 27-33

5% ORRI
POR SECS 6 7 8 T13(R95W
W-62738 SWEETWATER COUNTY WY
HBP WELLS DESCRIBED IN SUB ASSETS

5% ORRI
NESW SEC 5 T13N R95W
W-62738 SWEETWATER COUNTY WY
SANTA FE HBP TRITON UNIT #6

5% ORRI
NWNE SEC 8 T13N R95W
W-62738 SWEETWATER COUNTY WY
SANTA FE HBP TRITON UNIT #10

4% ORRI
N/2SE SESE SEC 24 T36N-R70W
W-35174 CONVERSE COUNTY WY
PHILLIPS PET HBP #1-24 WELL
INEXCO-HBP
MITCHELL HBP MIKES DRAW UNIT

4% ORRI
E/2NW NWNW SEC 24 T36N-R70W
W-35174 CONVERSE COUNTY WY
EIGHTY EIGHT HBP #24-3 WELL
INEXCO-HBP

4% ORRI
S/2NE NWNE SEC 24 T36N-R70W
W-35174 CONVERSE COUNTY WY
EIGHTY EIGHT HBP #2-24 WELL
INEXCO-HBP

4% ORRI
W 2SE SESE SEC 13 T36N-R70W
W-35174 CONVERSE COUNTY WY
EIGHTY EIGHT HBP #5A-13 WELL

4% ORRI
W/2SW NESW SEC 13 T36N-R70W
W-35174 CONVERSE COUNTY WY
EIGHTY EIGHT HBP #4-13 WELL
INEXCO-HBP

5% ORRI
SWNE W/2SE SEC 4 T46N-R75W
W-39561 CAMPBELL COUNTY WY
EIGHTY EIGHT HBP TRIANGLE U TR 10

5% ORRI
W/2SW SESW SEC 15 T46N-R75W
W-39561 CAMPBELL COUNTY WY
EIGHTY EIGHT HBP TRIANGLE U TR10A

2% ORRI
SW/4NE/4 SEC 30 T44N R74W
W-42595 CAMPBELL COUNTY WY
PHILLIPS HARTZOG DRAW U FED 30-1

2% ORRI
LOT 4 SEC 30 T44N R74W
W-42595 CAMPBELL COUNTY WY
PHILLIPS HARTZOG DRAW U WELL PD1

2% ORRI
SE/4 SEC 30 T44N R74W
W-42595 CAMPBELL COUNTY WY
PENNZOIL HARTZOG DRAW U TR 24 A

2% ORRI
LOTS1 2 SE/4NW/4 SEC19 T44N R74W
W-42595 CAMPBELL COUNTY WY
CITIES SERVICE HARTZOG U TR 24B

2% ORRI
E2SW SEC 30 T44N R74W
W-42595 CAMPBELL COUNTY WY
EIGHTY EIGHT HARTZOG DRAW U TR60

5% ORRI
LOT 4 SEC 18 T44N R74W
W-52614 CAMPBELL COUNTY WY
EIGHTY EIGHT HBP PHILLIPS
DIAMOND SHAMROCK

5% ORRI
PORS SECS 1 & 11 T40N R74W
W-51551 CONVERSE COUNTY WY
HBP WELL DESCRIBED IN SUB ASSETS

5% ORRI
S2 S2NE SENW SEC 2 T40N R74W
W-51551 CONVERSE COUNTY WY
PHILLIPS HBP VIRG FED 1-2

5% ORRI
SESW SEC 12 T40N R74W
W-51551 CONVERSE COUNTY WY
EIGHTY EIGHT HBP TAYLOR BELL 12-1
WOODS PET CORP

4% ORRI
NW NWNE S2NE-2 & N2 SE-30 46N-76W
W-21221 JOHNSON COUNTY WY
CONOCO HBP

EXHIBIT B

1. Unimproved real property in the City or Riverside, County of Riverside, State of California, described as follows:

The Southeast quarter of the Southeast quarter of Section 1, Township 3 South, Range 5 West, San Bernardino Base and Meridian, in the City of Riverside, County of Riverside, State of California, according to the Official Plat thereof;

EXCEPT the North 20 feet thereof;

ALSO EXCEPT the East 400 feet of the South 660 feet thereof;

ALSO EXCEPT that portion lying within Alessandro Boulevard as described in the Deeds to the City of Riverside, a Municipal corporation, recorded October 11, 1941 in Book 518 page 370 and November 10, 1966 as Instrument No. 109923 of Official Records of Riverside County, California;

ALSO EXCEPT that portion as described in the Deed to the City of Riverside, a Municipal corporation, recorded November 24, 1961 as Instrument No. 101254 of Official Records of Riverside County, California.

2. Unimproved real property in the City or Riverside, County of Riverside, State of California, described as follows:

PARCEL 1:

The Northwest quarter of the Northwest quarter of the Southeast quarter of Section 12, Township 3 South, Range 5 West, San Bernardino Base and Meridian;

TOGETHER with a non-exclusive easement over that portion of Section 12, Township 3 South, Range 5 West, San Bernardino Base and Meridian, for ingress and egress and public utilities, lying 43 feet Westerly of, as measured at right angles, the following described line:

BEGINNING at the Southwest corner of said Section 12;

THENCE North 0° 16' 00" West, along the Westerly line of said Section 12, a distance of 1283.55 feet to the intersection of the center line of the easement described, as conveyed to the City of Riverside, by Deed recorded January 9, 1959 in Book 2394 page 90 of Official Records of Riverside County, California;

THENCE leaving said last mentioned center line, North 81° 16' 44" East, 804.15 feet to an angle point in said last mentioned center line;

THENCE along said center line, the following bearings and distances:

South 88° 27' 00" East, 206.20 feet;
North 73° 40' 00" East, 437.50 feet;
South 85° 25' 00" East, 353.70 feet;
South 74° 16' 00" East, 741.20 feet;
South 58° 49' 00" East, to the Westerly line of the Southeast quarter of said Section 12, said point being the TRUE POINT OF BEGINNING;

THENCE Northerly, and leaving said center line, along said last mentioned Westerly line, to the Southwest corner of the Northwest quarter of the Southeast quarter of said Section 12;

THENCE continuing Northerly, along said last mentioned Westerly line, 60 feet.

The side lines of said easement shall be lengthened or shortened as to terminate Southerly, at the Northeasterly line of said easement, as conveyed to the City of Riverside;

TOGETHER with a non-exclusive easement over that portion of Section 12, Township 3 South, Range 5 West, San Bernardino Base and Meridian, for ingress and egress, lying 43 feet Easterly and Southerly, as measured at right angles to the following described line:

BEGINNING at the Southwest corner of the Southwest quarter of the Northwest quarter of the Southeast quarter of said Section 12;

THENCE Northerly, along the Westerly line of said Southwest quarter of the Northwest quarter of the Southeast quarter, to the Northwest corner thereof;

THENCE continuing Northerly, along said last mentioned Westerly line, 21.5 feet;

THENCE Easterly, and parallel with the Northerly line of the Northwest quarter of the Northwest quarter of the Southeast quarter of said Section 12, to the Easterly line thereof;

THENCE continuing Easterly, along the Easterly prolongation of said last mentioned parallel line, 100 feet.

PARCEL 2:

The Northeast quarter of the Northwest quarter of the Southeast quarter of Section 12, Township 3 South, Range 5 West, San Bernardino Base and Meridian;

TOGETHER with a non-exclusive easement over that portion of Section 12, Township 3 South, Range 5 West, San Bernardino Base and Meridian, for ingress and egress and public utilities, lying 43 feet Westerly of, as measured at right angles, the following described line:

BEGINNING at the Southwest corner of said Section 12;

THENCE North 0° 16' 00" West, along the Westerly line of said Section 12, a distance of 1283.55 feet to the intersection of the center line of the easement described, as conveyed to the City of Riverside, by Deed recorded January 9, 1959 in Book 2394 page 90 of Official Records of Riverside County, California;

THENCE leaving said last mentioned center line, North 81° 16' 44" East, 804.15 feet to an angle point in said last mentioned center line;

THENCE along said center line, the following bearings and distances:

South 88° 27' 00" East, 206.20 feet;
North 73° 40' 00" East, 437.50 feet;
South 85° 25' 00" East, 353.70 feet;
South 74° 16' 00" East, 741.20 feet;
South 58° 49' 00" East, to the Westerly line of the Southeast quarter of said Section 12, said point being the TRUE POINT OF BEGINNING;

THENCE Northerly, and leaving said center line, along said last mentioned Westerly line, to the Southwest corner of the Northwest quarter of the Southeast quarter of said Section 12;

THENCE continuing Northerly, along said last mentioned Westerly line, 60 feet.

The side lines of said easement shall be lengthened or shortened as to terminate Southerly, at the Northeasterly line of said easement, as conveyed to the City of Riverside;

TOGETHER with a non-exclusive easement over that portion of Section 12, Township 3 South, Range 5 West, San Bernardino Base and Meridian, for ingress and egress, lying 43 feet Easterly and Southerly, as measured at right angles to the following described line:

BEGINNING at the Southwest corner of the Southwest quarter of the Northwest quarter of the Southeast quarter of said Section 12;

THENCE Northerly, along the Westerly line of said Southwest quarter of the Northwest quarter of the Southeast quarter, to the Northwest corner thereof;

THENCE continuing Northerly, along said last mentioned Westerly line, 21.5 feet;

THENCE Easterly, and parallel with the Northerly line of the Northwest quarter of the Northwest quarter of the Southeast quarter of said Section 12, to the Easterly line thereof;

THENCE continuing Easterly, along the Easterly prolongation of said last mentioned parallel line, 100 feet.

<u>PARCEL 3</u>:

The Southeast quarter of the Northwest quarter of the Southeast quarter of Section 12, Township 3 South, Range 5 West, San Bernardino Base and Meridian;

TOGETHER with a non-exclusive easement over that portion of Section 12, Township 3 South, Range 5 West, San Bernardino Base and Meridian, for ingress and egress and public utilities, lying 43 feet Westerly of, as measured at right angles, the following described line:

BEGINNING at the Southwest corner of said Section 12;

THENCE North 0° 16' 00" West, along the Westerly line of said Section 12, a distance of 1283.55 feet to the intersection of the center line of the easement described, as conveyed to the City of Riverside, by Deed recorded January 9, 1959 in Book 2394 page 90 of Official Records of Riverside County, California;

THENCE leaving said last mentioned center line, North 81° 16' 44" East, 804.15 feet to an angle point in said last mentioned center line;

THENCE along said center line, the following bearings and distances:

South 88° 27' 00" East, 206.20 feet;
North 73° 40' 00" East, 437.50 feet;
South 85° 25' 00" East, 353.70 feet;
South 74° 16' 00" East, 741.20 feet;
South 58° 49' 00" East, to the Westerly line of the Southeast quarter of said Section 12, said point being the TRUE POINT OF BEGINNING;

THENCE Northerly, and leaving said center line, along said last mentioned Westerly line, to the Southwest corner of the Northwest quarter of the Southeast quarter of said Section 12;

THENCE continuing Northerly, along said last mentioned Westerly line, 60 feet.

The side lines of said easement shall be lengthened or shortened as to terminate Southerly, at the Northeasterly line of said easement, as conveyed to the City of Riverside;

TOGETHER with a non-exclusive easement over that portion of Section 12, Township 3 South, Range 5 West, San Bernardino Base and Meridian, for ingress and egress, lying 43 feet Easterly and Southerly, as measured at right angles to the following described line:

BEGINNING at the Southwest corner of the Southwest quarter of the Northwest quarter of the Southeast quarter of said Section 12;

THENCE Northerly, along the Westerly line of said Southwest quarter of the Northwest quarter of the Southeast quarter, to the Northwest corner thereof;

THENCE continuing Northerly, along said last mentioned Westerly line, 21.5 feet;

THENCE Easterly, and parallel with the Northerly line of the Northwest quarter of the Northwest quarter of the Southeast quarter of said Section 12, to the Easterly line thereof;

THENCE continuing Easterly, along the Easterly prolongation of said last mentioned parallel line, 100 feet.

PARCEL 4:

The Southwest quarter of the Northwest quarter of the Southeast quarter of Section 12, Township 3 South, Range 5 West, San Bernardino Base and Meridian;

TOGETHER with a non-exclusive easement over that portion of Section 12, Township 3 South, Range 5 West, San Bernardino Base and Meridian, for ingress and egress and public utilities, lying 43 feet Westerly of, as measured at right angles, the following described line:

BEGINNING at the Southwest corner of said Section 12;

THENCE North 0° 16' 00" West, along the Westerly line of said Section 12, a distance of 1283.55 feet to the intersection of the center line of the easement described, as conveyed to the City of Riverside, by Deed recorded January 9, 1959 in Book 2394 page 90 of Official Records of Riverside County, California;

THENCE leaving said last mentioned center line, North 81° 16' 44" East, 804.15 feet to an angle point in said last mentioned center line;

THENCE along said center line, the following bearings an distances:

South 88° 27' 00" East, 206.20 feet;
North 73° 40' 00" East, 437.50 feet;
South 85° 25' 00" East, 353.70 feet;
South 74° 16' 00" East, 741.20 feet;
South 58° 49' 00" East, to the Westerly line of the Southeast quarter of said Section 12, said point being the TRUE POINT OF BEGINNING;

THENCE Northerly, and leaving said center line, along said last mentioned Westerly line, to the Southwest corner of the Northwest quarter of the Southeast quarter of said Section 12;

THENCE continuing Northerly, along said last mentioned Westerly line, 60 feet.

The side lines of said easement shall be lengthened or shortened as to terminate Southerly, at the Northeasterly line of said easement, as conveyed to the City of Riverside;

TOGETHER with a non-exclusive easement over that portion of Section 12, Township 3 South, Range 5 West,

San Bernardino Base and Meridian, for ingress and egress, lying 43 feet Easterly and Southerly, as measured at right angles to the following described line:

BEGINNING at the Southwest corner of the Southwest quarter of the Northwest quarter of the Southeast quarter of said Section 12;

THENCE Northerly, along the Westerly line of said Southwest quarter of the Northwest quarter of the Southeast quarter, to the Northwest corner thereof;

THENCE continuing Northerly, along said last mentioned Westerly line, 21.5 feet;

THENCE Easterly, and parallel with the Northerly line of the Northwest quarter of the Northwest quarter of the Southeast quarter of said Section 12, to the Easterly line thereof;

THENCE continuing Easterly, along the Easterly prolongation of said last mentioned parallel line, 100 feet.

3. Single family residence at 11661 West Street, Garden Grove, California, legally described as;

That portion of Lot 13 of "Walnut Colony Tract", in the Garden Grove Sanitary District, City of Garden Grove, as shown on a map of survey recorded in book 1, page 14, Record of Surveys, in the office of the County Recorder of said Orange County, described as follows: BEGINNING at a point in the East line of Section 28, in Township 4 South, Range 10 West, San Bernardino Base and Meridian, distant North 0 degrees 48' 45" West 1649.99 feet from the Southeast corner of said Section 28; thence North 0 degrees 48' 45" West 139.76 feet; thence South 89 degrees 25' 55" West 164.87 feet; thence South 0 degrees 34' 05" East 30 feet; thence South 0 degrees 48' 45" East 109.65 feet; thence North 89 degrees 28' 13" East 165.00 feet to the point of beginning;

EXCEPTING THEREFROM that portion lying with Daniel Avenue and West Street as shown on a map of Tract No. 2133, recorded in book 60, pages 31 and 32, Miscellaneous Maps, records of said Orange County.

APN: 090-424-01

4. Commercial property located at 8331 Westminster Boulevard, Westminster, California, legally described as:

That portion of the East half of the Southwest quarter of Section 1, Township 5 South, Range 11 West, in the Rancho Las Bolsas, in the City of Westminster, County of Orange, State of California, as shown on a map recorded in Book 51, Page 13 of Miscellaneous Maps, in the Office of the County Recorder of said County described as follows:

Beginning at a point on the southerly line of said southwest quarter, distant north 89 degrees 47 feet 49 minutes East 527.52 feet from the intersection of the centerline of Monroe Street and Westminster Avenue, as shown on a map of Tract Number 2042, recorded in Book 76, Pages 19 to 21, inclusive of Miscellaneous Maps, in the Office of the County Recorder of said County said point also being the southwest corner of the land described in the Deed to George R. Summers and wife in Book 1142 Page 153, Official Records; said point also being distant easterly 84.51 feet from the southeast corner of parcel 1 of parcel map filed in Book 92, Pages 18 and 19 of Parcel Maps, in the office of the County Recorder of said County; thence north 00 degrees 00 feet 51 minutes west along the West line of said land of "Summers" to the intersection of the southerly line of the land described as Parcel 2 in the Deed to the City of Westminster recorded February 7, 1975 in Book 11336 Page 1402, Official Records; thence westerly along said southerly line, to the Northeast corner of Parcel 2 of said Parcel Map; thence South 0 degrees 31 feet 41 minutes East 350.00 feet along the Easterly line of parcels 1 and 2 of said Parcel Map, and its southerly prolongation to the southerly line of said southwest quarter; thence north 89 degrees 20 feet 35 minutes East 84.51 feet, more or less, along said southerly line to the point of beginning.

APN: 097-401-21

5. Unimproved real property consisting of 10 acres located at Adelanto Area, San Bernardino County, California, legally described as:

Northeast quarter (NE 1/4) of the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) of Section 25, Township 8 - North, Range 7 - West, S.B.B. & M., County of San Bernardino, State of California,

APN: 462-611-12

6. Unimproved real property located on the west side of Aspenwood, Orange County, California, legally described as:

That portion of the North half of the North half of the West half of the Southwest quarter of the section 34, Township 4 South, Range 10 West, in the Rancho Las Bolsas, in the County of Orange, State of California, as shown on a map recorded in Book 51 Page 10 of Miscellaneous Maps, in the office of the County Recorder of said County, bounded as follows:

Westerly, by the West line of the Southeast quarter of said Section 34; Southerly, by the north line of the land described as Parcel 1 in the Deed to Donald J. Laux and wife on January 16, 1953,as instrument number 2865, Official Records; Northerly, by the southerly line of Lot 76 of Tract number 1698 in Book 58 pages 32 and 33 of Miscellaneous Maps, records of said County, and its westerly prolongation; and Northeasterly by the curved southwesterly line of Lot "D" as said lot is shown on the map of said tract no. 1698.

APN: 231-561-10

7. Furniture and furnishings located at 8331 Westminster Avenue, Westminster, California, except all business records, pertaining and relating to assets described in Exhibit "A".

8. United States coin collection located at 543 Via Lido Soud, Newport Beach, California.

9. One-half of all other property, rights, claims and other assets, whether described herein or not and any hereafter discovered property held in the name of Arlyne A. Lansdale, also known as Arlyne Lansdale, also known as A. Lansdale, also known as Arlyne A. Long, also known as A. A. Long, also known as Arlyne Armstrong, also known as A. Armstrong, except therefrom all mineral rights and interests, overriding royalty interest, oil and gas leases, mining interests and leases, production payments and working and operating interests wherever located held in the name of Arlyne A. Lansdale, also known as Arlyne Lansdale, also known as A. Lansdale, also known as Arlyne A. Long, also known as A. A. Long, also known as Arlyne Armstrong, whether described herein or not as of the Effective Date.

EXHIBIT C

1. Improved real property situated in the City of Newport Beach, County of Orange, State of California, described as follows:

Lot 438, Tract 907, as per map recorded in Book 28 Pages 25 to 36 inclusive of Miscellaneous Maps, in the office of the County Recorder of said county.

More commonly known as 543 Via Lido Soud, Newport Beach, California

APN: 423-216-01

2. Household furniture an furnishings, located at 543 Via Lido Soud, Newport Beach, California.

3. One white metal brooch set with numerous clear stones.

4. One white metal ring set with two clear stones and one blue pear-shaped stone in center.

EXHIBIT "D"

All mineral rights and interests, overriding royalty interests, oil and gas leases, mining interests and leases, production payments, and working interest and the right to extract the same, in the name of Arlyne A. Lansdale, Arlyne Lansdale, A. Lansdale, Arlyne A. Long, A. A. Long, Arlyne Armstrong, or A. Armstrong, that have not been sold as of the Effective Date, including but not limited to those hereinafter described.

UND 4.109770% INT
SEC 19 T14N-R9W NMPM
MCKINLEY COUNTY NEW MEXICO
COMPANY #4676

5% ORRI
S2N2 S2 SEC 5 ALL SEC 8 TI9S R26E
U-39508 GRAND COUNTY UT
GILILLAND ENERGY CORP EXP 1-31-88

5% ORRI
LOT 1 NENW SESE SEC 31 T20S R24E
U-39504 GRAND COUNTY UT
GILILLAND ENERGY CORP EXP 1-31-88

100% LEASEHOLD 2235.07 ACRES
POR SEC 1 3 4 9 10-12 14 T9S R2SE
U-44028 UINTAH COUNTY UT
A LANSDALE EXP 11-30-89

100% LEASEHOLD 120 ACRES
E2NE NWNE SEC 28 T15S R28E
NM-35365 CHAVES COUNTY NM
A LANSDALE EXP 01-31-89

4% ORRI
W2 SEC 24 T17N R114W
W-59088 UINTA COUNTY WY
CELSIUS ENERGY EXP 05-31-87

4.5% ORRI
POR SEC 19 28 29 30 T31N R111W
W-62118 SUBLETTE COUNTY WY
BWAB EXP 01-31-88

5% ORRI
SE SEC 17 T38N R66W
W-79428 NIOBRARA COUNTY WY
CITGO EXP 11-30-87

5% ORRI
NWNW SW S2SE SEC 33 T48N R76W
W-80972 CAMPBELL COUNTY WY
EXXON EXP 01-27-88

5% ORRI
POR SEC 4 5 T47N R76W
W-87265 CAMPBELL JOHNSON CTY WY
EXXON EXP 01-27-88

5% ORRI
LOT 2 SEC 19 T28N R92W
W-87341 FREMONT COUNTY WY
AMOCO PRODUCTION CO EXP 04-30-88

5% ORRI
ALL SEC 16 T21N R97W
WY ST 78-0058 SWEETWATER CTY WY
EXXON CORPORATION EXP 01-01-88

5% ORRI
POR SEC 16 T35N R90W
WY ST 78-0369 FREMONT COUNTY WY
DOME 1980 INVESTORS ETAL 5-1-88

5% ORRI
ALL SEC 16 T30N R105W
WY ST 78-0449 SUBLETTE COUNTY WY
CITGO EXP 06-01-88

5% ORRI
POR SEC 8 16 17 T27N R107W
WY ST 78-0526 SUBLETTE COUNTY WY
READING AND BATES PETR EXP 7-1-88

5% ORRI
SESW SEC 34 W2NW SEC 36 T34N R69W
WY ST 78-1001 CONVERSE COUNTY WY
STRATA ENERGY INC ETAL EX10-31-88

5% ORRI
POR SEC 12 16 29 36 T34N R71W
WY ST 78-1002 CONVERSE COUNTY WY

BRENT EXPLORATION ETAL 10-31-88

5% ORRI
ALL SEC 36 T50N R94W
WY ST 78-1049 BIG HORN COUNTY WY
NORTHERN NATURAL GAS EXP 10-31-88

5% ORRI
ALL SEC 36 T19N R103W
WY ST 78-1143 SWEETWATER CTY WY
FLORIDA GAS EXPLORATION 11-30-88

5% ORRI
NW SEC 16 T43N R78W
WY ST 78-0508 JOHNSON COUNTY WY
NEWHALL LAND FARMING ETAL 8-31-89

6% ORRI
ALL SEC 16 T25N R90W
WY ST 79-0567 SWEETWATER CTY WY
ROBERTS OIL GAS INC EXP 09-30-89

6% ORRI
ALL SEC 29 T25N R90W
WY ST 79-099 SWEETWATER COUNTY WY
ROBERTS OIL GAS INC EXP 01-31-89

5% ORRI
POR SEC 17 32 T42N R77W
WY ST 80-140 JOHNSON COUNTY WY
MOBIL EXP 03-01-90

5% ORRI
SENE SEC 18 T38N R73W
W-70059 CONVERSE COUNTY WY
ENSERCH EXPLORATION INC 09-30-90

5% ORRI
NW SEC 11 T47N R70W
W-44612 CAMPBELL COUNTY WY
UNIT AGRMT DIAMOND SHAMROCK
TEXACO PRODUCING INC/CHORNEY

5% ORRI
LT 1 2 S2NE SEC 3 T36N R69W
W-65164 CONVERSE COUNTY WY
SEABROOK CORP ETAL EXP 11-30-88

26.25% WI

SWSW 15 POR 22 27 T33 1/2N-R20W
UTE 2397 MONTEZUMA COUNTY CO
BHP/WINTERSHALL/MOBIL HBP

26.25% WI 40 GROSS ACRES
NESW SEC 15 T33 1/2N R20W
UTE 2397 MONTEZUMA COUNTY COLO
BHP HBP #11-15 WELL

26.25% WI
NWSW SEC 15 T33 1/2N R20W
UTE 2397 MONTEZUMA COUNTY COLO
BHP #12-15 WELL PROPOSED

26.25% WI
SESW SEC 15 T33 1/2N R20W
UTE 2397 MONTEZUMA COUNTY COLO
HBP #14-15 WELL P&A 01-30-86

26.25% WI
NWSE SEC 15 T33 1/2N R20W
UTE 2397 MONTEZUMA COUNTY COLO
WINTERSHALL HBP #15-33 WELL

26.25% WI
SWSE SEC 15 T33 1/2N R20W
UTE 2397 MONTEZUMA COUNTY COLO
WINTERSHALL HBP #15-34 WELL

26.25% WI
NESE SEC 15 T33 1/2N R20W
UTE 2397 MONTEZUMA COUNTY COLO
WINTERSHALL HBP #15-43 WELL

26.25% WI
SESE SEC 15 T33 1/2N R20W
UTE 2397 MONTEZUMA COUNTY COLO
WINTERSHALL HBP #15-44 WELL

17.5% WI
SWSW SEC 22 T33 1/2N R20W
UTE 2397 MONTEZUMA COUNTY COLO
BHP TOHAOC WELL 1-22 HBP

7.00% GROSS WI
SESE SEC 22 T33 1/2N R20W
UTE 2397 MONTEZUMA COUNTY COLO
BHP HBP #16-22 WELL

26.25%/35% WI
PORS 16&17/POR 16 T33 1/2N-R20W
UTE 2398 MONTEZUMA COUNTY CO
HBP WELLS DESCRIBED IN SUB-ASSETS

26.25% WI
N2N2 SEC 17 T33 1/2N R20W
UTE TRIBE 2398 MONTEZUMA CO COLO
BHP HBP SENTINEL PEAK #17-2

26.25% WI
S2N2 SEC 17 T33 1/2N R20W
UTE TRIBE 2398 MONTEZUMA CO COLO
BHP HBP SENTINEL PEAK #17-42

3% ORRI
POR SEC 8 17 20 29 32 33 T32N R4W
NM-28277 RIO ARRIBA COUNTY NM
MITCHELL ENERGY HBP BY UNIT

5% ORRI
E2 SEC 29 T25N R25E
NM-28308 EDDY COUNTY NM
HBP AS OF 03-05-81

5% ORRI
SESW SEC 29 T21S R32E
NM-29235 LEA COUNTY NM
TEXACO HBU BILBREY/29/FEDERAL COM

5% ORRI
NESE SEC 26 T23S R24E
NM-30064 EDDY COUNTY NM
ANADARKO PRODUCTION EXP 08-31-87

4% ORRI
LT 4 SEC 1 T25S R33E
NM-30399 LEA COUNTY NM
MICHAEL SHEARN EXP 05-31-87

4% ORRI
N2SW SEC 13 T18S R32E
NM-32410 LEA COUNTY NM
MERIDIAN OIL INC EXP 02-28-88

5% ORRI
POR SEC 17 19 20 T21S R22E
NM-33429 EDDY COUNTY NM

[redacted] [redacted] [redacted]

MERIDIAN OIL INC EXP 06-30-88

5% ORRI
NENE SEC 13 T18S R32E
NM-33438 LEA COUNTY NM
MERIDIAN OIL INC EXP 10-31-88

4% ORRI
POR SEC 3-4-10 T26S R36E
NM-34254 LEA COUNTY NM
BEN ALEXANDER ETAL EXP 10-31-88

5% ORRI
SW SEC 5 T9S R31E
NM-34656 CHAVES COUNTY NM
INTERNORTH INC EXP 11-30-88

5% ORRI
NWNW SEC 10 T22S R24E
NM-35157 EDDY COUNTY NM
GHAMA PETROLEUM EXP 11-30-88

5% ORRI
LT 1-5 S2NE SENW SE SEC 6 T20NR7W
NM-35880 MCKINLEY COUNTY NM
UPRC ET AL EXP 02-28-89

5% ORRI
POR 8 SEC T22N R10W
NM-35883 SAN JUAN COUNTY NM
UPRC ET AL EXP 03-31-89

5% ORRI
POR SEC 11 12 T29S R23E
U-36450 SAN JUAN COUNTY UT
MARATHON OIL CO EXP 01-31-87

5% ORRI
POR SEC 11 13 25 26 T11S R10E
U-35897 DUCHESNE COUNTY UT
EXXON EXP 01-31-87

5% ORRI
ALL SEC 17 20 28 29 T11S R14E
U-43996 DUCHESNE COUNTY UT
MAY PETROLEUM ETAL EXP 11-30-89

4% ORRI

NE SEC 19 T19S R7W
NM-28457 MCKINLEY COUNTY NM
EASTLAND OIL CO EXP 10-01-88

5% ORRI
POR SEC 22 27 T20S R20E
NM-29404A CHAVES COUNTY NM
GRIFFIN BURNETT INC EXP 10-31-87

5% ORRI
POR SEC 4 9 15 T20S R20E
NM-29404 CHAVES COUNTY NM
INEXCO OIL CO EXP 01-31-87

5% ORRI
POR SECS 8 20 T18N R94W
W-46931 SWEETWATER COUNTY WY
CITIES SERVICE HBP

5% ORRI
NW SEC 13 NW SEC 32 T43N R72W
W-56941 CAMPBELL COUNTY WY
TEXACO PRODUCING INC EXP 11-30-86

5% ORRI
SE/4 SEC 5 T43N-R77W
W-66042A JOHNSON COUNTY WY
SOHIO PETROLEUM EXP 1-31-89

5% ORRI
E2E2 NWNE NENW SEC 13 T43N R77W
W-66042 JOHNSON COUNTY WY
DIAMOND SHAMROCK EXP 01-31-89

4% ORRI
POR SECS 7 8 17 T10S R24E
U-0150130 UINTAH COUNTY UT
PACIFIC TRANS DIRTY DEVIL UNITHBP

5% ORRI
W/2NW SENW SEC 12 T17N R99W
W-4925 SWEETWATER COUNTY WY
UPRC HBU BY SEGREGATED LEASE

5% ORRI
NESW NWSE SEC 10 T17N R99W
W-59454 SWEETWATER COUNTY WY
KAISER-FRANCIS OIL CO HBP

4% ORRI
POR SEC 1&12 T14N R112W
W-61046 SWEETWATER COUNTY WY
UNION TEXAS PETROLEUM EP 10-31-87

5% ORRI
W2 SEC 13 E2 SEC 14 T49N R95W
W-88076 BIG HORN COUNTY WY
GARY WILLIAMS OIL PROD EXP
05-31-88

100% LEASEHOLD 320 ACRES
E2 SEC 18 T19N R94W
W-62057 SWEETWATER COUNTY WY
A LANSDALE EXP 01-31-88

3.1225% MI 12.5 RI 80 ACRES
S2NW SEC 30 T3N R9E
RICHLAND COUNTY IL
UNION OIL HBP

5% ORRI
SE SEC 24 E2 SEC 25 T30N R16W
NM-32827 SAN JUAN COUNTY NM
SOUTHLAND ROYALTY EXP 04-30-88

5% ORRI
POR SEC 8 9 T6S R27E
NM-31365 CHAVES COUNTY NM
YATES PETROLEUM ETAL EXP 9-30-87

4% ORRI
NE SEC 20 T22N R6W
NM-17008 SANDOVAL COUNTY NM
HBP WELLS DESCRIBED IN SUB ASSETS

4% ORRI
SW SEC 20 T22N R6W
NM-17008 SANDOVAL COUNTY NM
HBP INTEGRATED 20-22-6 1 WELL
PITCO-PAYOR

4% ORRI
SE SEC 20 T22N R6W
NM-17008 SANDOVAL COUNTY NM
HBP DOME 20-22-6 2 WELL
PITCO-OIL
TEXACO-GAS

4% ORRI
NW SEC 20 T22N R6W
NM-17008 SANDOVAL COUNTY NM
HBP DOME 20-22-6 3WELL
PITCO-PAYOR

100% LEASEHOLD 600 ACRES
N2 SW N2SE SWSE SEC 12 T18N R116W
W-70467 UINTA COUNTY WY
A LANSDALE EXP 10-30-90

5% ORRI
POR SECS 1 2 3 8 T26N R111W
W-42286 LINCOLN COUNTY WY
ENERGETICS HBP

100% LEASEHOLD 159.76 ACRES
LT 5 6 E2NW SEC 31 T13N R111W
W-70779 SWEETWATER COUNTY WY
A LANSDALE EXP 10-30-90

4% ORRI
SECS 18 19 POR 30/17 T21N R3/4W
NM-16579 SANDOVAL COUNTY NM
HBP WELL DESCRIBED IN SUB ASSETS

4% ORRI
SWSE SEC 30 T21N R3W
NM-16579 SANDOVAL COUNTY NM
HBP G-WILLIAMS WELL TAYLOR 30-15
AKA GIANT REF WELL LEWIS 30-21-31

4% ORRI
SENE SEC 30 T21N R3W
NM-16579 SANDOVAL COUNTY NM
HBP G-WILLIAMS WELL TAYLER 30-8
AKA GIANT REF WELL LEWIS
30-21-3 2

3% ORRI
POR SECS 22 28 34 T143N R101W
NDM-13087 BILLINGS COUNTY ND
HBP WELL DESCRIBED IN SUB ASSETS

3% ORRI
SE SEC 20 T143N R101W
NDM-13087 BILLINGS COUNTY ND
HBP CHAMBERS BLACKTAIL UNIT 1-20

3% ORRI
POR W2NE SEC 28 T143N R101W
NDM-13087 BILLINGS COUNTY ND
HBP CHAMBERS BLACKTAIL UNIT 1-28

3% ORRI
POR W2NE SEC 28 T143N R101W
NDM-13087 BILLINGS COUNTY ND
HBP CHAMBERS BLACKTAIL UNIT 2-28

100% WI 240 ACS/5% ORRI 48.76 ACS
PORS SECS 3 4/POR SEC 7 T33N-R71W
W-60400 CONVERSE COUNTY WY
A LANSDALE/EXXON EXP 09-30-87

25.414% WI 84.5 NET ACRES
POR J L CHAVERT A-4 VOL 236 PG167
LIMESTONE COUNTY TEXAS
OPEN TO LEASE

5% ORRI
POR SECS 1-5 8 17 18 T47N R70W
W-88905 CAMPBELL COUNTY WYO
DIAMOND SHAMROCK EXP 04-24-88

25% WI 4.688% NT RI 19.2175 NT AC
W2NE SEC 6 T10N-R1W
CLEVELAND COUNTY OKLAHOMA
GLEN E MYERS EXP 08-27-88

5% ORRI
POR SEC 17 T36N R67W
W-65153 CONVERSE COUNTY WY
BARFIELD OIL CO EXP 02-28-90

5% ORRI
SEC 18 LOTS 3&4 E2SW SE T17S R25E
U-44029 GRAND COUNTY UT
GILLILAND EXP 02-28-96

100% WI 16.666% RI
LOTS 10 11 POR 12 BLK 3 TRACT 328
GARDEN GROVE ORANGE COUNTY CA
CHEVRON USA EXP 11-14-95

Mining interest described as
All that portion of the Southwest one Quarter (SW 1/4) of Section 33, Township 11 North, Range 12 West, S.B.B. & M., excepting that portion sold to the State of California on September 29, 1970, being Instrument No. 71713, recorded in Book 4459, pages 623 and 624, records of Kern County, California together with the right to use all or any portion of the surface of said property for the mining and extraction of all minerals.

4% ORRI
N2 N2S2 SEC 12 T12N-R115W
W-56034 UINTA COUNTY WY
TEXACO HBU WHISKEY SPRINGS UNIT

5% ORRI
SECS 15 23 T26N-R13W
NM-17781 SAN JUAN COUNTY NM
HBP WELL DESCRIBED IN SUB-ASSET

5% ORRI
N2 N2S2 SEC 22 T26N-R13W
NM-17781 SAN JUAN COUNTY NM
DUGAN HBP PAUL REVERE #210

4.109770% MI AND ALL SURFACE AND SUBSURFACE RIGHTS AS DESCRIBED BY GRANT DEED DATED 6-13-68 BY WILLIAM O. ROGERS AND GLENDA ROGERS, RAYMOND G. RUSSELL AND CECILE I. RUSSELL GRANTORS TO A. LANSDALE FILED FOR RECORD JULY 10, 1968, BOOK 17 OF D,R., PAGE 757, DOCUMENT #116,420, IF ANY, IN POR SEC 19, T14N-R9W. McKINLEY COUNTY, NM; QUIVIRA MINING COMPANY HBP

5% ORRI
PTN SECS 10 24 T43N-R77W
W-100381 JOHNSON COUNTY WYO
SOHIO EXP 01-31-89

ALL BUSINESS RECORDS, DOCUMENTS, LEASES, AND OTHER PAPERS WHEREVER LOCATED, PERTAINING AND RELATING TO ASSETS DESCRIBED ABOVE.

STOCK IN DYKE WATER COMPANY, A CALIFORNIA CORPORATION, representing ownership by A. LANSDALE, WILLIAM LANSDALE AND L. D. LANSDALE, SHAREHOLDERS. Assignees under United States Department of Interior, Bureau of Land Management, Land Office Decision. Oil and Gas Lease Partial Assignment, Leases U-03759 and U-03759A covering the following described as follows:

T.21S., R 23 E., Salt Lake Mer., Utah
Sec. 11: E 1/2 NE 1/4 (80 Acres).

Description of Land remaining in original Lease Serial No. 03759 dated February 19, 1951 for land described as follows:

Salt Lake Meridian Utah
T 21 S., R 23 E., Sec 4,5,9,10,11,14;
Legal Subdivisions:
Lots 1, 2, 3, 4, S1/2 N1/2, E1/2 SE1/4, Sec 4;
Lots 1, 2, 3, 4, Sec. 5;
N1/2 NW1/4, SW1/4 Sec 9;
N1/2 NW1/4, NE1/4 Sec. 10;
N1/2 Sec 11;
N1/2 NE1/4, NW1/4 Sec 14;
Total Acre 1589.52

All mineral rights and interests of any kind or nature, overriding royalty interests, oil and gas leases, mining interests and leases, production payments, and working and operating interests wherever located and no matter how held, whether in the names of Arlyne A. Lansdale, Arlyne Lansdale, A. Lansdale, Arlyne A. Long, A.A. Long, Arlyne Armstrong, A. Armstrong, or otherwise, (whether described herein or not, and any hereafter discovered property interests), any one or more of which was owned by Arlyne, or in which Arlyne had, at the time of her death, any interest of any kind or nature, direct or indirect.

1. One white metal bracelet with three medium sized and numerous small clear stones and one small stone missing.

2. One white metal bracelet with three medium round and numerous clear stones.

3. One white metal ring set with two clear stones and one large pear-shaped stone in center.

4. Chinese tapestry approximately 8 feet by 10 feet showing faces of ancient rules.

5. one-half of all cash on hand at Effective Date.

6. One-half of all other property, rights, claims and other assets of Arlyne A. Lansdale, also known as Arlyne Lansdale, also known as A. Lansdale, also known as Arlyne A. Long, also known as A. A. Long, also known as Arlyne Armstong, also known as A. Armstrong, whether described herein or not and any other property which may hereafter be discovered.

NENE SEC 19 T46N-R76W
W-21221 JOHNSON COUNTY WY
CONOCO HBP WELL #1-19

4% ORRI
LOT 4 SEC 30 T46N - R76W
W-21221 JOHNSON COUNTY WY
TEXACO HBP CULP DRAW UNIT TR 1-J
PHILLIPS HBP

4% ORRI
LOT 3 E2SW SEC 30 T46N-R76W
W-21221 JOHNSON COUNTY WY
TEXACO HBP CULP DRAW UNIT TR 13
PHILLIPS HBP

5% ORRI
LOTS 34 SWNW SEC 2 T43N - R69W
W - 18346 CAMPBELL COUNTY WY
TEXACO TRADING HBP #2-11 WELL
BWAB HBP #2-11 WELL

5% ORRI
LOTS 1 2 S2NE SEC 3 T43N-R69W
W-18346 CAMPBELL COUNTY WY
TEXACO TRADING HBP #3-31 WELL
BWAB HBP #3-31 WELL

5% ORRI
NWSE SEC 3 T43N-R69W
W - 18346 CAMPBELL COUNTY WY
TEXACO TRADING HBP #3-33 WELL
BWAB HBP #3-33 WELL

5% ORRI
PTN SECS 11 12 13 14 T35N R72W
W-56939 CONVERSE COUNTY WY
HBP WELL DESCRIBED IN SUB ASSET

5% ORRI
NENE S2NE SEC 12 T35N R72W
W-56939 CONVERSE COUNTY WY
TEXACO HBP SCOTT FED 12-1

4% ORRI
E/2NE SEC 35 T48N R70W
W-27706 CAMPBELL COUNTY WY
GRACE HBU SOUTH BISHOP RANCH UNIT

5% ORRI
POR SEC 2 T19N R112W
W-60151 SWEETWATER COUNTY WY
MARATHON HBP

5% ORRI
SWNW NENW SEC 17 T29N R112W
W48517 SUBLETTE COUNTY WY
HBU UNIT DESCRIBED IN SUB-ASSET

5% ORRI
SENW E2SW SWSE SEC 17 T29N R112W
W-48517 SUBLETTE COUNTY WY
ADOBE HBP ISENHOUR ALMY UNIT
ENRON FOR BELNORTH HBP

5% ORRI
NENE S2NE E2SW SE SEC 34 T27NR93W
W-58671 FREMONT COUNTY WY
HBP EAST ANTELOPE UNIT AREA

5% ORRI
NWNE SEC 26 T27N R93W
W-58671 FREMONT COUNTY WY
BURTON/HAWKS HBP HOPE 1 WELL

5% ORRI
POR SECS 13 24/34 T40/41N R72W
W-61657 CONVERSE COUNTY WY
WELL DESCRIBED IN SUB ASSET

5% ORRI
NW/4 SEC 8 T43N R74W
W-53237 CAMPBELL COUNTY WY
TEXACO PROD HBP HARTZOG DRAW UNIT
CITIES SERVICE GAS

3% ORRI
NW/4 SEC 35 T8S R21E
U-8621 UINTA COUNTY UTAH
CONOCO INC HBP NRM 1604 UNIT

5% ORRI
POR SEC 31 32 T45N R66W
W-65530 WESTON COUNTY WY
HBP WELL DESCRIBED IN SUB ASSET

5% ORRI
NW SW SEC 32 T45N R&W
W-65530 WESTON COUNTY WY
BOUNTIFUL CORP HBP FED 1-32
PHILLIPS-HBP

4% ORRI
NW/4 SEC 22 T28N R114W
W-52811 SUBLETTE COUNTY WY
EXXON HBP FOGARTY CREEK UNIT

5% ORRI
N/2 SEC 28 T32N-R114W
W-28379 SUBLETTE COUNTY WY
CELERON HBP CASTLE CRK 21-28 WELL

5% ORRI
POR SECS 33 34 S/2 28 T32N-R114W
W-28379 SUBLETTE COUNTY WY
CELERON HBP CASTLE CRK 34-28 WELL

4% ORRI
PORS SECS 27 & 34 T36N-R72W
W-33796 CONVERSE COUNTY WY
HBP WELL DESCRIBED IN SUB-ASSET

4% ORRI
NENE SEC 27 T36N-R72W
W-33796 CONVERSE COUNTY WY
FLAG-REDFERN HBP #1-27 WELL

5% ORRI
POR SECS 29 31 32 T42N R70W
W-49833 CAMPBELL COUNTY WY
CZAR RESOURCES HBP

4% ORRI
POR SECS 26-28 33 & 34 T38N-R90W
W-40879 FREMONT COUNTY WY

CHAPARRAL HBP RESERVOIR CRK #1-29

4% ORRI
W/2SW SEC 28 SE SEC 29 T38N-R90W
W-40879 FREMONT COUNTY WY
CHAPARRAL HBP RESERVOIR CRK #1-31

5% ORRI
POR SEC 4 T18N-R112W
W-31557 LINCOLN/UINTA COUNTIES WY
MT FUEL #4-1 WELL WEXPRO

4% ORRI
S2 SEC 10 T24S R24E
NM-491 EDDY COUNTY NM
HBP WELL DESCRIBED IN SUB ASSET

4% ORRI
N2 SEC 10 T24S R24E
NM-491 EDDY COUNTY NM
HBP LECHUGUILLA CANYON #8

5% ORRI
POR E2 SEC 18 T26N R12W
NM-22046 SAN JUAN COUNTY NM
HBP SO UNION HARD DEAL 2 WELL

5% ORRI
POR E2 SEC 1 8 T26N R12W
NM-22046 SAN JUAN COUNTY NM
HBP SO UNION HARD DEAL 3 WELL

5% ORRI
POR NE SEC 18 T26N R12W
NM-22046 SAN JUAN COUNTY NM
HBP SO UNION HARD DEAL 4 WELL

5% ORRI

NW SEC 18 T26N R12W
NM-22046 SAN JUAN COUNTY NM
HBP MERRION OIL CHACO 1 WELL

5% ORRI
E2SW SEC 7 T26N R12W
NM-22046 SAN JUAN COUNTY NM
HBP SO UNION CHACO 2 WELL

5% ORRI
POR SEC 7 T26N R12W
NM-22046 SAN JUAN COUNTY NM
HBP MERRION OIL CHACO 2-R WELL

5% ORRI
POR SE SEC 7 T26N R12W
NM-22046 SAN JUAN COUNTY NM
HBP DUGAN DAM DEAL 1 WELL

5% ORRI
NE SEC 18 T26N R12W
NM-22046 SAN JUAN COUNTY NM
HBP DUGAN HARD DEAL 2-J WELL

3% ORRI
SEC 26 W2 SEC 35 T8S R37E
NM-14012 ROOSEVELT COUNTY NM
HBP WELL DESCRIBED IN SUB ASSETS

3% ORRI
E2 SEC 23 T8S R37E
NM-14012 ROOSEVELT COUNTY NM
TESORO WELL N2Y

3% ORRI
NE SEC 23 T8S R37E
NM-14012 ROOSEVELT COUNTY NM
TOM L INGRAM WELL N1

5% ORRI
POR SECS 1 6 7 19 T17S R24E
NM-16780 EDDY COUNTY NM
HBP WELL DESCRIBED IN SUB ASSET

5% ORRI
LOTS 1 & 2 SEC 18 T17S R24E
NM-16780 EDDY COUNTY NM
HBP BEARD MCCAW 1 WELL

4% ORRI
SE SEC 4 T16S R28E
NM-14772 EDDY COUNTY NM
HBP WELL DESCRIBED IN SUB ASSET

4% ORRI
LOTS 1 2 7-10 15 16SEC4 T16S R28E
NM-14772 EDDY COUNTY NM
HBP DEPCO WELL COQUINA FED 1

5% ORRI
N/2N/2 SEC 9 T23S R27E
NM-9550 EDDY COUNTY NM
KAISER-FRANCIS HBP

5% ORRI
POR SECS 5 6 T7S R2ME
NM-17576 CHAVES COUNTY NM
HBP WELLS DESCRIBED IN SUB ASSETS

5% ORRI
LOTS 6 7 E2SW SEC 6 T7S R27E
NM-17576 CHAVES COUNTY NM
HBP MCKAY ISLER WELL 1
UMEX PRODUCTION

5% ORRI
LOTS 3 4 5 SENE SEC 6 T7S R27E
NM-17576 CHAVES COUNTY NM
HBP MCKAY ISLER WELL 2
UMEX PRODUCTION

5% ORRI
POR SEC 1 4 5 9-11 23 T20/21N R4W
NM-2444 9 SANDOVAL COUNTY NM
HBP WELL DESCRIBED IN SUB ASSET

5% ORRI
NENE SEC 11 T20N R4W
NM-24449 SANDOVAL COUNTY NM
HBP GARY-WILLIAMS PENISTAJA 11-1

.375% ORRI
E/2 SEC 34 T44N R16W
C-0113681 SAN MIGUEL COUNTY CO
UNION OIL HBP ANDYS MESA UNIT

.375% ORRI

N2 SEC 21 T44N-R16W
C-010486 SAN MIGUEL COUNTY CO
HBP WELLS DESCRIBED IN SUB-ASSETS

.375% ORRI
POR SEC 1 2 11 12 13 T43N R16W
C-010486 SAN MIGUEL COUNTY CO
HBP UNION ANDYS MESA UNIT TRACT1A

.375% ORRI
NE SEC 28 T43N R16W
C-010486 SAN MIGUEL COUNTY CO
HBP UNION ANDYS MESA UNIT TRACT1

.375% ORRI
SESE SEC 21 SE SEC 28 T44N R16W
C-085924 SAN MIGUEL COUNTY CO
HBU UNION OIL ANDYS UNIT

.375% ORRI
W2 SEC 28 T44N R16W
C-085924 SAN MIGUEL COUNTY CO
HBP UNION OIL ANDYS MESA TRACT 17

.375% ORRI
NW SEC 34 T44N R16W
C-085924 SAN MIGUEL COUNTY CO
HBP UNION OIL ANDYS MESA TRACT 17

.375% ORRI
SECS 4 & 5 32 & 33 T43/44N R16W
C-098772 SAN MIGUEL COUNTY CO
UNION OIL HBP ANDYS MESA UNIT

.375% ORRI
N/2 SW/4 W/2SE/4 SEC 29 T44N R16W
C-099284 SAN MIGUEL COUNTY CO
UNION OIL HBP ANDYS MESA UNIT

.375% ORRI
POR SECS 2 & 3 T43N R16W
C-113680 SAN MIGUEL COUNTY CO
UNION OIL HBP ANDYS MESA UNIT

.375% ORRI
SW/4 SEC 34 T44N R16W
C-0113686 SAN MIGUEL COUNTY CO
UNION OIL HBP ANDYS MESA UNIT

25% MI 12.5% RI 80 ACRES
N2SW SEC 30 T3N R9E
RICHLAND COUNTY IL
UNION OIL HBP

4% ORRI
SENE SEC 31 T24N R59E
M-12619-A RICHLAND COUNTY MT
COLUMBUS ENGY HBP S FAIRVIEW UNIT

100% LEASEHOLD 40 ACRES
SESE SEC 4 T17S R25E
U-28287 GRAND COUNTY UT
COMM AGMT NRM 1235 HBP

8.00608% COMM AGMT
POR SEC 4 T17S R25E
U-28287 GRAND COUNTY UT
NORTHWEST PIPLINE WELL 10-A HBP

8.00608% COMM AGMT
POR SEC 3 T17S R25E
U-28287 GRAND COUNTY UT
MESA PIPLINE WELL 3-4 HBP

4% ORRI
SW/4NW/4 NW/4SW/4 SEC 8 T22S R26E
NM-44891 EDDY COUNTY NM
AMOCO HBP LANCASTER SPGS #1 OIL
READ & STEVENS HBP LAN SPS #1 GAS

4% ORRI
W/2 SEC 17 T22S R 26E
NM-9545 EDDR COUNTY CO NM
AMOCO HBP

5% ORRI
POR SECS 2 3 11 12 T23N R97W
W-51310 SWEETWATER COUNTY WY
HPC/CITIES SERV HBP RESERVOIR CRK
TEXACO

5% ORRI
S/2 SEC 33 T32N R114W
W-28379-A SUBLETTE COUNTY WY
CELERON HBU CASTLE CREEK UNIT

5% ORRI

NE/4 SE/4NW/4 SEC 32 T20S R27E
NM-15869 EDDY COUNTY NM
BELNORTH HBP

5% ORRI
N2SE SWSE SEC 4 T19S R32E
NM-22643 LEA COUNTY NM
HBP GULF LANSDALE FED D WELL

5% ORRI
NW SEC 4 T19S R32E
NM-22643 LEA COUNTY NM
HBP GULF OIL FEDERAL COM 4 WELL

100% MI 16.66% RI
BLKS 515 617/18HUNTNGTN B 17ST SC
ORANGE COUNTY CA
AMERICAN PETROFINA EXP 03-05-91

25% MI 12.5% RI 40 NET ACS
POR SEC 33 T3S R14W SC 4 T4S R14W
POSEY COUNTY IN
SOHIO HBP

98.37% MI 16.6% RI
8LOTS BLK420 HUNTNGTN BCH17ST SEC
ORANGE COUNTY CA
AMERICAN PETROFINA EXP 03-05-91

99.836% MI 16.66% RI
4LOTS BLK320 HUNTNGTN BCH17ST SEC
ORANGE COUNTY CA
AMERICAN PETROFINA EXP 03-05-91

4% ORRI
SWNW NESW SE SEC 3 T23S R28E
NM-13233 EDDY COUNTY NM
HBP WELL DESCRIBED IN SUB ASSET

4% ORRI
LOTS 1 2 S2NE SEC 4 T23S R28E
NM-13233 EDDY COUNTY NM
SANTA FE HBP LOVING FED COM #1
READ & STEVENS HBP LOV FED COM #1
ENRON FOR BELNORTH HBP

25% MI 12.5% RI 30 NET ACRS
E2SW E2W2SW SEC 20 T3N R9E

RICHLAND COUNTY IL
SOHIO HBP

5% ORRI
POR SECS 6 8 9 10 17 24 T25NR109W
W-63808 SWEETWATER COUNTY WY
BELCO PET EXP 06-30-88

2.5% ORRI
POR SECS 3 6 T50N R74W
W-79450 CAMPBELL COUNTY WY
HBP WELL DESCRIBED IN SUB ASSET

2.5% ORRI
SEC 6 SENW T50N R74W
W-79450 CAMPBELL COUNTY WY
NCRA HBP E JEFFERS DRAW FED #1

5% ORRI
E/2 SEC 23 T38N R90W
W-67100 FREMONT COUNTY WY
FLORIDA EXPL HBP

5% ORRI
NWNE SEC 28 T43N R76W
W-59266 CAMPBELL COUNTY WY
INTERNORTH HBU TAYLOR

5% ORRI
E/2 SEC 26 T26N R110W
W-52791 SWEETWATER COUNTY WY
ENERGETICS HBU MONUMENT BUTTE IV

5% ORRI
POR SECS 11/34-35 T47/48N R98W
W-51644 HOT SPRINGS COUNTY WY
AMER QUASAR HBP SELLER DRAW 11 U

5% ORRI

N/2 SEC 17 NE/4 SEC 18 T23N R94W
W-51281 SWEETWATER COUNTY WY
AMOCO HBP

5% ORRI
SEC 13 14 15 T37N R91W
W-51947 FREMONT COUNTY WY
CHAPARRAL HBU RESERVOIR CREEK

5% ORRI
S2 SECTION 12 T13N R114W
W-51353 UINTA COUNTY WY
CELSIUS ENERGY HBU HENRY UNIT

5% ORRI
NE SW SEC 25 T46N R79W
W-49537 JOHNSON COUNTY WY
HBP

5% ORRI
SW4 SEC 32 T15N R90W
W-47350 CARBON COUNTY WY
EXT UNDER WILD COW CREEK UNIT

5% ORRI
SW4 SEC 26 T14N R98W
W-46546 SWEETWATER COUNTY WY
EXT UNDER MONUMENT VALLEY UNIT

4% ORRI
SENE SEC 6 T50N R75W
W-43687 CAMPBELL COUNTY WY

EXXON HBP ANDY UNIT
APACHE HBP ANDY UNIT
INDEPENDENT PROD HBP ANDY UNIT
KOCH HBP ANDY UNIT

5% ORRI
POR SEC 27 T50N R75W
W-39979 CAMPBELL COUNTY WY
APACHE HBU LOBLOLLY UNIT

5% ORRI
SECS 23 24 N/2 25 T46N R73W
W-37077 COMPBELL COUNTY WY
TEXACO PRODUCING INC HBP

5% ORRI
POR SECS 26 35 T48N R76W
W-35219 CAMPBLEE COUNTY WY
EXXON HBU BOGIE DRAW UNIT

5% ORRI
POR SECS 21 22 28 T50N R95W
W-33473 BIG HORN COUNTY WY
TEXAS AMERICAN HBU HARDEL UNIT

5% ORRI
POR SEC 23 26 T37N R87W
W-55114 NATRONA COUNTY WY
EXP 08-14-88

5% ORRI
SE SEC 30 T35N R74W
W-55425 CONVERSE COUNTY WY
IXO HBU WOODS KEENAN RANCH UNIT

5% ORRI
LT 1 2 52 NE SE SEC 21 T24N R100W
W-53341 SWEETWATER COUNTY WY
WOODS PET HBU SADDLEBAG UNIT

50% MI
POR SE SEC 26 T6S R13E
CHOCTOW COUNTY OK
OPEN TO LEASE

17.0713% MI 1/6 RI 143.57 NET AC
POR J L CHAVERT SURVEY A-4
LIMESTONE COUNTY TEXAS

TXO PRODUCTION HBP

24.005% MI 263.33 NET ACRES
POR J L CHAVERT A-4 V01235PG 408
LIMESTONE COUNTY TEXAS
OPEN TO LEASE

21.5% MI 8.6 NET ACRES
POR JL CHAVERT A-4 V01236 PG166
LIMESTONE COUNTY TEXAS
OPEN TO LEASE

.0012672 MI NET .0002112 RI.089AC
LOT 56 BLK 14 TRACT 2600
LOS ANGELES COUNTY CA
DECALTA INTERNATIONAL HBP

5% ORRI
POR SECS 9 14 15 & 23 T24N R8W
NM-16589 SAN JUAN COUNTY NM
HBP WELLS DESCRIBED IN SUB ASSETS

5% ORRI
SE SEC 15 T24N R8W
NM-16589 SAN JUAN COUNTY NM
HBP DUGAN PROD MOUNTAIN 1 WELL

5% ORRI
NENW SEC 14 T24N R8W
NM-16589 SAN JUAN COUNTY NM
HBP MERRION SHOOFLY 1 WELL

5% ORRI
NENE SEC 15 T24N R8W
NM-16589 SAN JUAN COUNTY NM
HBP MERRION SHOOFLY 2 WELL

5% ORRI
NW N2NE SEC 14 T24N R10W
NM-16760 SAN JUAN COUNTY NM
HBP WELLS DESCRIBED IN SUB ASSETS

5% ORRI
S2 SEC 18 T24N R9W
NM-16760 SAN JUAN COUNTY NM
HBP DUGAN WELL MF 1

5% ORRI

S2 SEC 13 T24N R10W
NM-16760 SAN JUAN COUNTY NM
HBP DUGAN WELL MF 2

5% ORRI
S2 SEC 14 T24N R10W
NM-16760 SAN JUAN COUNTY NM
HBP DUGAN WELL MF 3

5% ORRI
S2NE SEC 14 T24N R10W
NM-16760 SAN JUAN COUNTY NM
HBP DUGAN WELL MF 4

50% LEASEHOLD INT 80 NET ACRES
NW SEC 8 T20S R24E
CAPANSKY FEE GRAND COUNTY UT
NW PIPLINE HBP 8-1

5% ORRI
POR SECS 33 34/3 4 T18/19S R25E
U-0146256 GRAND COUNTY UT
HBP WELLS DESCRIBED IN SUB ASSETS

5% ORRI
SWSE SEC 33 T18S R25E
U-0146256 GRAND COUNTY UT
GILILLAND HBP WELL 1

5% ORRI
NWSW SEC 3 T19S R25E
U-146256 GRAND COUNTY UT
GILILLAND HBP WELL 4

3% ORRI
LT 2-4 E2SW SEC 19 T46N R78W
W-58597 JOHNSON COUNTY WY
EXETER EXPLORATION ETALEXP4-30-87

5% ORRI
POR SEC 2 3 11 14 T36N R112W
W-59081 SUBLETTE COUNTY WY
APACHE CORP EXP 05-31-87

5% ORRI
POR SECS 6 7 17 18 T38N R72W
W-59238 CONVERSE COUNTY WY
TILLARD UNIT COASTAL OIL & GAS

5% ORRI
NW SEC 22 T21N R107W
W-56724 SWEETWATER COUNTY WY
FOREST OIL CORP EXP 11-30-86

5% ORRI
POR SEC 2 T47N R76W
W-56959 CAMPBELL COUNTY WY
EXXON HBU BOGIE DRAW UNIT

5% ORRI
S2NW SW SEC 33 T36N R92W
W-57019 FREMONT COUNTY WY
OVERTHROST G&O INC EXP 12-31-86

5% ORRI
POR SEC 29 30 32 T53N R77W
W-57369 JOHNSON COUNTY WY
PHILLIPS PETROLEUM EXP 01-31-87

5% ORRI
LOTS 1-4 SEC 16 T51N R94W
W-57467A BIG HORN COUNTY WY
BASS ENTERPRISES EXP 01-31-87

5% ORRI
POR SEC 17-22 T28N R110W
W-57931 SUBLETTE COUNTY WY
ENERGETICS INC 01-31-87

4% ORRI
SC 5 8 18 19 30 31 34 35 T39NR64W
W-57643 NIOBRARA COUNTY WY
HB OSBORN ET AL EXP 11-28-88

4% ORRI
POR SEC 4 T34N R71W
W-57680 CONVERSE COUNTY WY
PETROLEUM INC ETAL EXP 11-30-87

4% ORRI
POR SEC 3 10 T34N R71W
W-57680A CONVERSE COUNTY WY
PETROLEUM INC EXP 11-30-87

5% ORRI
POR SEC 6 7 T49N R75W
W-58238 CAMPBELL COUNTY WY

DAVIS OIL EXP 03-31-87

5% ORRI
FOR SEC 5 6 T38N R93W
W-58318 FREMONT COUNTY WY
ANR PRODUCTION CO EXAL 03-31-87

5% ORRI
ALL SEC 10 14 22 POR 2 T19N R106W
W-58367 SWEETWATER COUNTY WY
DAVIS OIL EXP 03-31-87

5% ORRI
SE SEC 9 T36N R69W
W-58540 CONVERSE COUNTY WY
RAYMOND & DUNCAN EXP 04-30-87

5% ORRI
PTN SEC 10&28 T35/36N R77W
W-58589 CONVERSE & NATRONA CO WY
PENNZOIL EXP 12-19-87

5% ORRI
ALL SEC 13&NW SEC 25 T36N R89W
W-59306 NATRONA COUNTY WY
MONSANTO OIL CO EXP 05-31-87

5% ORRI
ALL SEC 15 SE SEC 20 T34N R85W
W-59665 NATRONA COUNTY WY
MONSANTO OIL EXP 07-31-87

5% ORRI
POR SC3&4/27-29 33&34 T46/47NR74W
W-59977 CAMPBELL COUNTY WY
CHEVRON EXP 08-31-87

5% ORRI
POR SEC 3 10 14 15 T52N R81W
W-60453 JOHNSON COUNTY WY
PLACID OIL EXAL EXP 09-30-87

5% ORRI
POR SEC 10 13-15 T38N R88W
W-60471 NATRONA COUNTY WY
CHEVRON EXP 08-31-87

5% ORRI

POR SEC 32 33 T13N R92W
W-60492 CARBON COUNTY WY
UPRC EXP 09-30-87

5% ORRI
LT 1-4 SC 4 LT 3&4 SC 3 T12N R92W
W-60492A CARBON COUNTY WY
CITGO EXP 09-30-87

5% ORRI
N2NE SEC 33 T38N-R73W
W-60859 CONVERSE COUNTY WY
HBP WELL DESCRIBED IN SUB-ASSET

.633392% NET ORRI
S2SE SEC 19 T38N-R73W
W-60859 CONVERSE COUNTY WY
MERIDIAN HBP #22-19 RUSSELL WELL

5% ORRI
POR SEC 20 21 28 30 33 T38N R66W
W-61194 NIOBRARA COUNTY WY
CITGO EXP 11-30-87

5% ORRI
W2 SEC 13 T43N R76W
W-61268 CAMPBELL COUNTY WY
ANR PROD CO EXP 11-30-87

5% ORRI
POR SEC 21-23 26 28 33 35 T53N80W
W-61284 JOHNSON COUNTY WY
SOUTHLAND ROYALTY EXP 11-30-87

5% ORRI
ALL SEC 27-29&32 T37N R94W
W-61732 FREMENT COUNTY WY
NORTHWEST EXPLORATON EXP 01-31-88

5% ORRI
POR SEC 2 3 5 T23N R115W
W-61813 LINCOLN COUNTY WY
NAT GAS CORP CALIF EXP 01-31-88

5% ORRI
POR SEC 30 32 T21N R107W
W-61900 SWEETWATER COUNTY WY
FOREST OIL ETAL EXP 11-30-86

5% ORRI
POR SEC 9 T37N R87W
W-62037 NATRONA COUNTY WY
DEPCO ETAL EXP 01-31-88

5% ORRI
LT 3&4 E2SW SE SEC 31T36N R67W
W-62612 CONVERSE COUNTY WY
DOME OIL ETAL EXP 10-31-88

4% ORRI
SEC 4-9 T56N R79W
W-62659 SHERIDAN COUNTY WY
BASS ENTERPRISES EXP 4-30-88

5% ORRI
POR SEC 7 8 17 T49N R75W
W-63055 CAMPBELL COUNTY WY
PHILLIPS EXP 4-30-88

5% ORRI
SW SEC 4 T33N R86W
W-62702 NATRONA COUNTY WY
HOME PETROLEUM ETAL EXP 6-30-88

4% ORRI
S2NW N2SW NWSE SEC 15 T14N R103W
W-63176 SWEETWATER COUNTY WY
TEXACO PRODUCING EXP 05-31-88

5% ORRI
POR SEC 11-13 20 24 T48N R72W
W-63355 CAMPBELL COUNTY WY
CHEVRON EXP 05-31-88

5% ORRI
SWNW SEC 19 N2SW SEC 29 T37N-R91W
W-63425 FREMONT COUNTY WY
DOME EXP 05-31-88

5% ORRI
NWNE SEC 21 NWNW SEC 33 T37N-R91W
W-63425 FREMONT COUNTY WY
MONCRIEF HBU-SCOTTY CLARK UNIT

5% ORRI
POR SEC 31 32 T53N R71W
W-63660 CAMPBELL COUNTY WY

CITGO EXP 06-30-88

5% ORRI
POR SEC 4 26 T18N R102W
W-63782 SWEETWATER COUNTY WY
HOUSTON OIL&MINERAL EXP 6-30-88

5% ORRI
POR SEC 2 4 5 6 T36N R76W
W-64487 CONVERSE COUNTY WY
FLORIDA GAS ETAL EXP 08-31-88

5% ORRI
SEC 8 13 14 23/25 T47/48N R81W
W-64515 JOHNSON COUNTY WY
SOUTHLAND ROYALTY EXP 08-31-88

5% ORRI
E2 NE SC 23 NENW SC 26 T37N R91W
W-64921 FREMONT COUNTY WY
MONCRIEF HBU SCOTTY CLARK UNIT

5% ORRI
POR SEC 28 29 32 T39N R76W
W-65185 CONVERSE COUNTY WY
CHORNEY OIL EXP 12-31-88

5% ORRI
W2 NW SC 23 W2 SW SC 25 T50NR76W
W-65562 CAMPBELL COUNTY WY
DOME ETAL EXP 01-31-89

5% ORRI
N2 NE SEC 10 T50N R95W
W-65664 BIG HORN COUNTY WY
CHEVRON EXP 01-31-89

5% ORRI
POR SEC 29 30 T13N R96W
W-65669 SWEETWATER COUNTY WY
KENAI OIL GAS EXP 1-31-89

5% ORRI
W2 SEC 32 T26N R109W
W-65739 SWEETWATER COUNTY WY
ENERGETICS INC EXP 1-31-89

5% ORRI

LT 1 SENE SEC 2 T25N R111W
W-66208 SWEETWATER COUNTY WY
ENERGETICS INC EXP 02-28-89

5% ORRI
POR SEC 13 24 25 T48N R81W
W-66435 JOHNSON COUNTY WY
SOUTHLAND ROYALTY CO EXP 2-28-89

5% ORRI
POR SEC 1 18 T13N R93W
W-66482 CARBON COUNTY WY
ENERGY RESERVES GROUP EXP 2-28-89

5% ORRI
SESE SEC 7 SWSW SEC 8 T26N-R110W
W-66557 SWEETWATER COUNTY WY
ENERGETICS INC EXP 02-28-89

5% ORRI
POR SEC 3 9 23 T48N R70W
W-66735 CAMPBELL COUNTY WY
EXETER EXPLORATION CO EXP 2-28-89

5% ORRI
POR SEC 21 28 T46N R75W
W-66750 CAMPBELL COUNTY WY
DOME 1980 INVESTORS EXP 02-28-89

5% ORRI
POR SEC 9 13 24 T40N R71W
W-67033 CONVERSE COUNTY WY
STRATA ENERGY ETAL EXP 03-11-89

5% ORRI
SE SEC 6 NE SEC 7 T40N R68W
W-67207 CONVERSE COUNTY WY
CITGO EXP 03-31-89

5% ORRI
POR SEC 3 4 T43N R68W
W-67209 WESTON COUNTY WY
KEE EXPLORATION INC EXP 03-31-89

5% ORRI
POR SEC 28 33 T33N R95W
W-67495 FREMONT COUNTY WY
AMOCO PRODUCTION CO EXP 04-30-89

5% ORRI
NENW SWNW SEC 20 T39N R72W
W-67685 CONVERSE COUNTY WY
STRATA ENERGY ETAL EXP 05-31-89

5% ORRI
NWSE SEC 8 E2NW SEC 9 T39N R73W
W-67688 CONVERSE COUNTY WY
SEABROOK CORP ETAL EXP 5-31-89

5% ORRI
POR SEC 17 20 T33N R86W
W-67738 NATRONA COUNTY WY
PALMER OIL GAS CO EXP 5-31-89

5% ORRI
W2 SEC 32 SE SEC 33 T35N R72W
W-67976 CONVERSE COUNTY WY
DIAMOND SHAMROCK EXP 06-30-89

5% ORRI
E2 SEC 14 T16N R95W
W-68062 SWEETWATER COUNTY WY
COTTON PETROLEUM CORP EXP 7-31-89

5% ORRI
POR OF SEC 2 12 T19N R97W
W-68077 SWEETWATER COUNTY WY
CITGO EXP 06-30-89

5% ORRI
NESW SWSE SEC 22 T51N R68W
W-68321 CROOK COUNTY WY
CITGO ETAL EXP 07-31-89

5% ORRI
POR SECS 3 9 10 T52N R70W
W-68325 CAMPBELL COUNTY WY
HBP WELL DESCRIBED IN SUB ASSET

5% ORRI
SEC 10 SESE
W-68325 CAMPBELL COUNTY WY
EIGHTY EIGHT OIL HBP

6% ORRI
POR SEC 25 26 27 T36N R75W
W-68337 CONVERSE COUNTY WY

TXO PRODUCTION CORP EXP 7-31-89

5% ORRI
POR TRACTS 41 70 T51N R99W
W-68425 PARK COUNTY WY
APD COMPANY EXP 7-31-89

5% ORRI
NWNE SEC 27 T39N R73W
W-68491 CONVERSE COUNTY WY
CHORNEY OIL CO ETAL EXP 8-31-89

5% ORRI
SESE SEC 3 T42N R75W
W-68698 CAMPBELL COUNTY WY
SEABROOK CORP ETAL EXP 08-31-89

5% ORRI
POR SEC 20 21 28 T38N R87W
W-68731 NATRONA COUNTY WY
DEPCO INC ETAL EXP 08-31-89

5% ORRI
SWNE S2SE SEC 19 T48N R72W
W-68987 CAMPBELL COUNTY WY
CHORNEY OIL CO ETAL EXP 09-30-89

5% ORRI
NESW W2SE SEC 10 T49W R72W
W-68988 CAMPBELL COUNTY WY
STRATA ENERGY ETAL EXP 09-30-89

5% ORRI
POR SEC 3 9 10 T51N R72W
W-68989 CAMPBELL COUNTY WY
ADOBE OIL GAS CORP EXP 09-30-89

5% ORRI
POR SEC 30 31 T28N R90W
W-69065 FREMONT COUNTY WY
CHEVRON USA INC EXP 11-30-89

5% ORRI
POR SEC 3 T27N SEC 34 T28N R110W
W-69166 SUBLETTE COUNTY WY
ENERGETICS INC EXP 09-30-89

5% ORRI

FOR SEC 16 30 T20N R113W
W-69178 LINCOLN COUNTY WY
INCA OIL GAS INC ETAL EXP 9-30-89

5% ORRI
FOR SEC 22 24 T22N R98W
W-69417 SWEETWATER COUNTY WY
DAVIS OIL CO EXP 11-30-89

3% ORRI
FOR SEC 5 6 8 T35N R114W
W-69877 SUBLETTE COUNTY WY
CHEVRON USA INC EXP 12-31-89

100% LEASEHOLD 160 ACRES
NE SEC 33 T14S R27E
NM-39954 CHAVES COUNTY NM
A LANSDALE EXP 04-30-91

4% ORRI
POR SEC 1 2 10 11 T12N R115W
W-72536 UINTA COUNTY WY
TEXACO HBP WHISKEY SPRINGS UNIT

5% ORRI
POR SEC 5 9 10 15 T25N R109W
W-73852 SWEETWATER COUNTY WY
ENERGETICS INC EXP 01-31-89

5% ORRI
POR SEC 3 11 T50N R95W
W-74749 BIG HORN COUNTY WY
CHEVRON EXP 01-31-89

5% ORRI
NWSW SEC 4 T53N R71W
W-76079 CAMPBELL COUNTY WY
CITGO EXP 06-30-88

5% ORRI
E2SE NWSE SEC 33 T33N R95W
W-76326 FREMONT COUNTY WY
LARIO OIL GAS CO ETAL EXP 4-30-89

5% ORRI
W2SW SEC 1 T36N R112W
W-78707 SUBLETTE COUNTY WY
APACHE CORP EXP 05-31-87

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

WILLIAM M. LANSDALE, Trustee of the Arlyne Lansdale Living Trust, Plaintiff, v. JOANNE HARROLD, aka JOANNE LANSDALE HARROLD, aka JOANNE SAPARITO, an individual; LUDWELL DYSON LANSDALE, an individual; DYSON LUDWELL LANSDALE, an individual; ARLYNE LANSDALE, aka A. LANSDALE, an individual; and DOES 1 through 100, inclusive, Defendants. AND RELATED CROSS-ACTION.	CASE NO. 38-03-01 CASE NO. A 113795 CASE NO. A 134638 ORDER APPROVING MULTI-ACTION SETTLEMENT AGREEMENT (JUDGE'S SIGNATURE PAGE)

The foregoing Orders, consisting of 41 pages, and incorporating Exhibit "A", consisting of 34 pages, Exhibit "B", consisting of 9 pages, Exhibit "C", consisting of 1 page, and Exhibit "D", consisting of 13 pages, together constitute the full Orders of this Court.

DATED: 5/5/89

Judge of the Superior Court
Philip E. Cox

MAY 05 1989

THIS INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE

ATTEST MAY 04 1990

GARY L. GRANVILLE
County Clerk and Clerk of the Superior Court of the State of California in and for the County of Orange

BY _____ DEPUTY

RELEASE OF FIRST REFUSAL

COMES NOW FREDERICK G. PETERSEN, as a general partner of BOULDER LAKE RANCH, a partnership, and as successor in interest to said partnership, and hereby releases Lot Forty-Seven (47), Boulder Lake Country Estates, Second Filing, Sublette County, Wyoming from the provisions of Paragraph 20, Right Of First Refusal as set out in the Declaration Of Protective Covenants as filed at Book 31 of Miscellaneous, page 418, in the office of the Sublette County Clerk. It is specifically noted that any right of first refusal that might apply to any prior transfer of said real property is hereby refused.

DATED this 15th day of May, 1990.

Frederick G. Petersen
FREDERICK G. PETERSEN

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Release Of First Refusal** was acknowledged before me by FREDERICK G. PETERSEN, this 15th day of May, 1990.

Witness my hand and official seal.

Susan J. Rodgers
County of
Sublette
My Commission expires:
Notary Public
State of
Wyoming
Dec. 12, 1990

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires:

228933

RECORDED May 17 1990 4:30 P M
IN BOOK 57 Misc. PAGE 409
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

CONSENT TO ASSUMPTION AND RELEASE

WHEREAS, TERESA DEIMEYER, has executed a certain Promissory Note on 5/17/90 in the face amount $159,864.00 in favor of JOHN NEELY; and,

WHEREAS, said Promissory Note is secured by a Mortgage of the same date, which said Mortgage encumbers the real property described in Exhibit "A" hereto; and,

WHEREAS, said Promissory Note and Mortgage both contain provisions allowing the obligations evidenced thereby to be assumed by a subsequent purchaser of the concerned real property if such subsequent purchaser is deemed financially suitable to said JOHN NEELY; and,

WHEREAS, TERESA DEIMEYER is transferring the concerned real property to WILLIAM MEREDITH BARNEY and ANN WELLES BARNEY, husband and wife; and,

WHEREAS, WILLIAM MEREDITH BARNEY and ANN WELLES BARNEY, husband and wife, wish to assume the aforedescribed Promissory Note and Mortgage along with all obligations thereof; and,

WHEREAS, JOHN NEELY is agreeable to said assumption and to releasing TERESA DEIMEYER from any and all obligations under said Promissory Note and Mortgage;

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE PARTIES DO HEREBY AGREE AND CONTRACT AS FOLLOWS:

1. JOHN NEELY does hereby approve the assumption by WILLIAM MEREDITH BARNEY and ANN WELLES BARNEY of the Promissory Note dated 5/17/90, in the face amount of $159,864.00, from TERESA DEIMEYER as Obligor and to JOHN NEELY as Obligee, and the Mortgage of the same date and amount, issued to secure said Promissory Note and encumbering the real property described in Exhibit "A" hereto. TERESA DEIMEYER is hereby released from any and all obligations under said Promissory Note and Mortgage.

2. WILLIAM MEREDITH BARNEY and ANN WELLES BARNEY, husband and wife, hereby assume and agree to fulfill all obligations and duties set out in the Promissory Note and Mortgage described in Paragraph 1 above. Said covenant is personal to JOHN NEELY, his heirs and assigns.

DATED this 17 day of May, 1990.

John W. Neely
JOHN NEELY

DATED this 17 day of May, 1990.

William Meredith Barney
WILLIAM MEREDITH BARNEY

Ann Welles Barney
ANN WELLES BARNEY

228947

RECORDED May 18 19 90 12:15PM
IN BOOK 57 MISC PAGE 410
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Consent To Assumption And Release** was acknowledged before me by JOHN NEELY, this 17th day of MAY, 1990.

Witness my hand and official 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

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Consent To Assumption And Release** was acknowledged before me by WILLIAM MEREDITH BARNEY and ANN WELLES BARNEY, this 17th day of May, 1990.

Witness my hand and official 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

EXHIBIT "A"

Township 35 North, Range 113 West of the 6th P.M., Sublette County, Wyoming;

Section 4: Lots Three (3) and Four (4), S½NW¼, NE¼SW¼, E½NW¼SW¼, N½SW¼SW¼ EXCEPTING FROM said Lot 3 and SE¼NW¼ a tract of land conveyed to Hugh M. Reed and Ellen H. Reed, husband and wife, in instrument recorded July 17, 1987 in Book 27 of Deeds, page 498 described as follows:
Beginning at the northeast corner of said NW¼;
thence proceeding southerly along the east line of said NW¼ a distance of 2593.54 feet, more or less, to the southeast corner of said NW¼;
thence westerly along the south line of said NW¼ a distance of 83.4 feet to a point;
thence northerly, and parallel to the east line of said NW¼ a distance of 2593.54 feet, more or less, to a point on the north line of said NW¼;
thence easterly along the north line of said NW¼ a distance of 83.4 feet to the point of beginning;
EXCEPTING FROM said NE¼SW¼ a tract of land conveyed to Gary Owen Neely in instrument recorded August 7, 1967 in Book 13 of Deeds, page 417 described as follows:
Beginning at the south ¼ corner of said Section 4;
thence proceeding N.21°08'W., 2050 feet to a point;
thence S.85°52'W., 208.0 feet to a point;
thence N.04°08'W., 208.0 feet to a point;
thence N.85°52'E., 208 feet to a point;
thence S.04°08'E., 208.0 feet, more or less to the point of beginning;
AND, EXCEPTING FROM said E½NW¼SW¼ those portions of the following 2 descriptions that lie within said E½NW¼SW¼:
1) Beginning at the South ¼ corner of said Section 4;
thence proceeding N.58°10'W., 2595 feet to a point;
thence N.00°05'E., 208 feet to a point;
thence N.88°14'E., 208 feet to a point;
thence S.01°38'E., 208 feet to a point;
thence S.87°23'W., 211 feet, more or less, to the point of beginning, as conveyed to Charles Myron Neely and Lucinda A. Neely in instrument recorded December 7, 1965 in Book 12 of Deeds, page 627; and,
2) Beginning at the south ¼ corner of said Section 4;
thence proceeding N.58°10'W., 2595 feet to a point;
thence N.00°05'E., 208 feet to a point;
thence N.88°14'E., 75.0 feet to a point of beginning;
thence N.01°46'W., 208.0 feet to a point;
thence N.88°14'E., 208 feet to a point;
thence S.01°46'E., 208.0 feet to a point;
thence S.88°14'W., 208 feet to a point, more or less, to the point of beginning, as conveyed to Ellen Louise Neely in instrument recorded August 7, 1967 in Book 13 of Deeds, page 418;

Section 5: Lots One (1), Two (2) and Three (3), S½N½, NW¼SW¼, N½NE¼SW¼, N½NW¼SE¼, SW¼NW¼SE¼, NW¼SW¼SE¼, S½SW¼SE¼;

Section 8: NW¼NE¼

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

AGREEMENT AND ASSIGNMENT

THIS AGREEMENT and ASSIGNMENT, made the ~~9th~~ 7th day of ~~April~~ May, 1990, between MARJORIE F. MOORE, widow of Ewell G. Moore, Jr., of P.O. Box "B", Amissville, Virginia 22002, hereinafter referred to as ASSIGNOR, and LEO K. HUGHES, JR., of 11808 Lanceshire Circle, Oklahoma City, Oklahoma 73162, hereinafter referred to as ASSIGNEE.

WITNESSETH:

WHEREAS, Assignor is now the owner of a partial production payment of all the oil and gas produced, saved and sold and marketed from zones below 10,000 feet from the lands and leases described on Exhibit "A" attached hereto, exclusive of all gross production, pipeline, severance and similar taxes. Said production payment is provided for in that certain Agreement and Assignment dated May 21, 1973, which was recorded August 14, 1978, in Book 34 Misc at Page 312 in the official records of SUBLETTE COUNTY, WYOMING and is also recorded in Book 147PR at Page 504 in the official records of LINCOLN COUNTY, WYOMING, which instrument is referred to for further reference to any person interested.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does by these presents quitclaim, grant, bargain, sell and convey unto ASSIGNEE, his heirs and assigns, forever, all of ASSIGNORS right, title and interest in the lands and leases described on Exhibit "A" attached hereto, which leases and lands are located in LINCOLN and SUBLETTE Counties, Wyoming.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, unto ASSIGNEE, his heirs and assigns, forever.

IN WITNESS WHEREOF, said ASSIGNOR has hereunto set her hand the day and year first above written.

Return to: Leo K. Hughes, Jr.
11808 Lanceshire Circle
Oklahoma City, OK 73162

X Marjorie F. Moore
MARJORIE F. MOORE, widow
of Ewell G. Moore, Jr.

228958

ACKNOWLEDGEMENT

RECORDED May 21 1990 8:35 A M
IN BOOK 57 Misc. PAGE 413
FEES $6.00 Mary L. Lanford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
BY: [illegible]

STATE OF VIRGINIA)
) SS
COUNTY OF FAUQUIER)

On ~~April~~ May 7th, 1990, before me personally appeared MARJORIE F. MOORE, widow of Ewell G. Moore, Jr., to me known to be the person described in and whose name is subscribed to and who executed the foregoing instrument and acknowledged to me that she duly executed the same as her free and voluntary act and deed.

Witness my hand and seal this 7th day of ~~April~~ May, 1990.

My Commission Expires:
January 31 1993

Notary Public

NOTARIAL SEAL
VIRGINIA GREGG
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA

EXHIBIT "A"

Attached to and made a part of that certain Agreement and Assignment dated ~~April~~ May 7th, 1990, in which Marjorie F. Moore, widow, is Assignor, of certain interests in lands and leases located in LINCOLN and SUBLETTE Counties, Wyoming, to-wit:

1. United State of America Oil and Gas Lease bearing Serial Number Evanston 021741, covering the SE/4 & NW/4 SW/4 & Lots 1 through 12, inclusive of Section 4, All in Township 26 North, Range 113 West,

-and-

SE/4 SW/4 & SW/4 SE/4 of Section 28, SE/4 NE/4 of Section 29, W/2 SE/4 & N/2 NE/4 & SW/4 NE/4 of Section 32, NW/4 NE/4 & S/2 NE/4 & SE/4 & NW/4 of Section 33, all in Township 27 North, Range 113 West,

Containing 1,433.84 acres more or less.

2. United States of America Oil and Gas Lease bearing Serial Number Evanston 021743, covering the N/2 SW/4 of Section 33, Township 27 North, Range 113 West,

Containing 80 acres more or less.

Return to: Leo K. Hughes, Jr.
1180 Lanceshire Circle
Oklahoma City, OK 73162

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

BARBARA L BANDY, being of lawful age and being first duly sworn upon oath according to law, deposes and states:

1. That she is the surviving spouse of John E. Bandy II.

2. That on February 13, 1989, Ray Pape and Mildred Pape Husband and Wife, conveyed and warranted to John E. Bandy II and Barbara L. Bandy, Husband and Wife, the following real property located in Sublette County, Wyoming, to-wit:

> Lot 1 of the Anderson Subdivision, Sublette County, Wyoming, as the same appears on the plat and map thereof on file and of record in the office of the County Clerk of Sublette County, Wyoming.

3. That the above deed from Ray Pape and Mildred Pape to John E. Bandy II and Barbara L. Bandy is on record in the Office of the Sublette County Clerk in Book WD 28, at Page 710.

4. That on February 13, 1989, Ray Pape and Mildred Pape Husband and Wife, conveyed and warranted to John E. Bandy II and Barbara L. Bandy, Husband and Wife, the following real property located in Sublette County, Wyoming, to-wit:

> Lot 2 of the Anderson Subdivision, Sublette County, Wyoming, as the same appears on the plat and map thereof on file and of record in the office of the County Clerk of Sublette County, Wyoming.

5. That the above deed from Ray Pape and Mildred Pape to John E. Bandy II and Barbara L. Bandy is on record in the Office of the Sublette County Clerk in Book WD 28, at Page 711.

6. That on the 16th day of January, 1989, Marshall L. Elliott and Carolyn J. Elliott, Husband and Wife, conveyed and warranted to John E. Bandy II and Barbara L. Bandy, Husband and Wife, the following real property located in Sublette County, Wyoming, to-wit:

228965

Page 1
RECORDED May 21 1990 10:00 A M
IN BOOK 57 Misc. PAGE 415
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Mary Riley

The real property described in Exhibit A attached hereto and made a part hereof.

7. That the above deed from Marshall L. Elliott and Carolyn J. Elliott is on record in the Office of the Sublette County Clerk in Book 28 Deeds, at Page 667.

8. That on the 1st day of November, 1988, Joseph R. Hicks and Edna E. Hicks, as Trustees of the Edna E. Hicks Revocable Trust dated the 20th day of December, 1986, conveyed and warranted to John E. Bandy II and Barbara L. Bandy, Husband and Wife, the following real property located in Sublette County, Wyoming, to-wit:

The E1/2NE1/4 and the N1/2SE1/4 of Section 26, Township 34 North, Range 108 West of the 6th P.M., Sublette County, Wyoming.

7. That the above deed from Joseph R. Hicks and Edna E. Hicks, as Trustees of the Edna E. Hicks Revocable Trust dated the 20th day of December, 1986, is on record in the Office of the Sublette County Clerk in Book 28 Deeds, at Page 538.

8. That Affiant does hereby certify under oath to the death of John E. Bandy II, who was named in the above-described Warranty Deeds, and whose death terminated his interest as a tenant by the entireties with Affiant in the above-described real properties. Attached hereto and made a part hereof is a copy of the official death certificate of John E. Bandy II.

9. This Affidavit of Survivorship is made in compliance with the provisions of Section 2-9-102 of the Wyoming Statutes.

DATED this 21ST day of MAY, 1990.

Barbara L. Bandy
Barbara L. Bandy

Subscribed to and sworn before me this 21st day of May, 1990.

Witness my hand and official seal.

SUSAN C. NOBLE NOTARY PUBLIC SUBLETTE COUNTY, WY

Susan C. Noble
Notary Public

My commission Expires:
JULY 20, 1992

EXHIBIT "A"

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 the northwest corner of said NE¼NE¼, thence southerly along the west line of said NE¼NE¼, a distance of approximately 684 feet;
thence east, a distance of approximately 655 feet to the centerline of a 30 foot wide right-of-way;
thence N.00°51'35"E., along said centerline, a distance of approximately 255 feet to a point of curve to the right, said curve having a central angle of 63°37'59", a radius of 80.59 feet and a tangent of 50.00 feet;
thence along the arc of said curve a distance of 89.50 feet;
thence N.64°29'34"E., a distance of 118.52 feet to a point of curve to the left, said curve having a central angle of 57°05'57", a radius of 55.14 feet and a tangent of 50.00 feet;
thence along the arc of said curve, a distance of 54.95 feet;
thence leaving said centerline east, a distance of 62.33 feet;
thence N.00°05'00"E., a distance of 251.52 feet;
thence N.89°04'15"W., along the north section line, a distance of 80.00 feet;
thence S.00°05'00"W., a distance of 230.00 feet;
thence N.72°39'00"W., a distance of 680.60 feet;
thence N.00°05'00"E., a distance of 35.00 feet;
thence N.89°04'15"W., along the north section line a distance of 174.05 feet to the point of beginning, EXCEPTING THEREFROM a tract described as follows:

Beginning at a point which is S.68°24'03.6"W., a distance of 569.42 feet from the Northeast Corner of said Section 11;
thence from point of beginning S.00°25'06.9"W., a distance of 34.72 feet;
thence N.76°42'57.3"W., a distance of 149.07 feet;
thence N.13°31'51.8"E., a distance of 43.88 feet;
thence S.72°39'00"E., a distance of 141.51 feet to the point of beginning.

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.

418

STATE OF WYOMING
DIVISION OF HEALTH AND MEDICAL SERVICES
CERTIFICATE OF DEATH

TYPE OR PRINT IN PERMANENT INK **FOR INSTRUCTIONS SEE HANDBOOK**

LOCAL FILE NUMBER 11 — STATE FILE NUMBER

DECEDENT

1 DECEDENT NAME First	Middle	Last	2 SEX	3 DATE OF DEATH (Mo., Day, Yr.)
John	E.	Bandy II	Male	April 3, 1990

4 SOCIAL SECURITY NUMBER	5a AGE-Last Birthday (Years)	5b UNDER 1 YEAR Months	Days	5c UNDER 1 DAY Hours	Minutes	6 DATE OF BIRTH (Mo., Day, Yr.)
223-18-3640	66					October 27, 1923

7a PLACE OF DEATH (Check only one)

HOSPITAL [X] Inpatient [ ] ER/Outpatient [ ] DOA — OTHER [ ] Nursing Home [ ] Residence [ ] Other (Specify)

7b FACILITY NAME (If not institution, give street and number)	7c CITY, TOWN, OR LOCATION OF DEATH	7d COUNTY OF DEATH
St. John's Hospital	Jackson	Teton

8 STATE OF BIRTH (If not in U.S.A., name country)	9 MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify)	10 SURVIVING SPOUSE (If wife, give maiden name)
N. Carolina	Married	Barbara L. Evans

11 WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no)	12a USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)	12b KIND OF BUSINESS OR INDUSTRY
Yes	Philanthropist	Retired

13a RESIDENCE - STATE	13b COUNTY	13c CITY, TOWN OR LOCATION	13d STREET AND NUMBER
Wyoming	Sublette	Pinedale	P.O. Box 1397

13e INSIDE CITY LIMITS? (Specify yes or no)	14 WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes-If yes specify Cuban, Mexican, Puerto Rican, Etc.)	15 RACE-American Indian, Black, White, Etc. (Specify)	16 DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12)	College (1, 4 or 5+)
Yes	No [X] Yes [ ] (Specify)	Black		4+

PARENTS

17 FATHER'S NAME First	Middle	Last	18 MOTHER'S NAME First	Middle	Maiden Surname
John		Bandy	Leithia		Crouch

INFORMANT

19a INFORMANT-NAME (Type or Print)	19b RELATIONSHIP TO DECEDENT
Barbara L. Bandy	Wife

19c MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIPCODE
P.O. Box 1397	Pinedale,	Wyoming	82941

DISPOSITION

20a Burial, Cremation, Removal, from State, Other (Specify)	20b DATE (Mo., Day, Yr.)	20c CEMETERY OR CREMATORY-NAME	20d LOCATION CITY OR TOWN	STATE
Removal/Cremation	4-3-90	Southeastern Idaho Crematory	Blackfoot,	Idaho

21a FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b NAME OF FACILITY	Number	21c ADDRESS OF FACILITY	
Stella R Wykert		Valley Mortuary	#108	P.O. Box 1129 Jackson, Wy.	83001

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

22a To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) Roland Fleck

22b DATE SIGNED (Mo., Day, Yr.)	22c HOUR OF DEATH
April 3, 1990	1:30 A. M

22d NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)

To be Completed by CORONER Only

23a 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)

23b DATE SIGNED (Mo., Day, Yr.)	23c HOUR OF DEATH
	M

23d PRONOUNCED DEAD (Mo., Day, Yr.)	23e PRONOUNCED DEAD (Hour)
	M

24 NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print)
Dr. Roland Fleck P.O. Box 2804 Jackson, Wyoming 83001

25a REGISTRAR (Signature)	25b DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
Jane Yarbrough Deputy	April 3, 1990

CAUSE OF DEATH

PART I Enter the diseases, injuries, or complications that caused death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.

26

		Approximate Interval Between Onset and Death
IMMEDIATE CAUSE (Final disease or condition resulting in death) → a.	Carcinoma of prostate, metastatic	2yrs
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST	b. DUE TO (OR AS A CONSEQUENCE OF)	
	c. Renal failure DUE TO (OR AS A CONSEQUENCE OF)	days
	d.	

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

27 AUTOPSY (Specify yes or no)	28 WAS CASE REFERRED TO CORONER (Specify yes or no)
No	No

29 MANNER OF DEATH	30a DATE OF INJURY (Month, Day, Year)	30b TIME OF INJURY	30c INJURY AT WORK? (Specify yes or no)	30d DESCRIBE HOW INJURY OCCURRED
[X] Natural [ ] Accident [ ] Pending Investigation [ ] Could not be Determined		M		

30e PLACE OF INJURY-At home, farm, street, factory, office building, etc. (Specify)

30f LOCATION (Street and Number or Rural Route Number, City or Town, State)

APR 6 1990

VR 2-89
1/89 15M

STATE RECORD'S SEAL 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 23, 1990

Lucinda McCaffrey
Deputy State Registrar

228967

RECORDED May 21 1990 10:46 AM
IN BOOK 59 Misc. PAGE 419
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

EASEMENT
FOR
CONSTRUCTION AND MAINTENANCE OF SEWER LINE

KNOW ALL MEN BY THESE PRESENTS:

That SUBLETTE COUNTY SPORTING ASSOCIATION, a Wyoming corporation, grantor, for and in consideration of ONE DOLLAR ($1) and other good and valuable considerations, receipt whereof is hereby acknowledged, HAS GIVEN AND GRANTED and DOES HEREBY GIVE, GRANT, SELL AND ASSIGN AND SET OVER unto VERNON T. DELGADO, grantee, of the Town of Pinedale, Wyoming, a permanent easement and right of way, including the perpetual right to enter upon the real estate hereinafter described, at anytime, and construct, maintain and repair underground pipelines and conduits for the purpose of conveying sewage and waste water over, across, through and under the lands hereinafter described, TOGETHER WITH the right to excavate and refill ditches and trenches for the location of said pipelines and conduits and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines and conduits;

The land affected by the grant of this easement and right of way is located in the County of Sublette and State of Wyoming and is more particularly described as follows, to-wit:

Township 33 North, Range 109 West of the 6th Principal Meridian

Section 3 - SW/4 NE/4

The easement and right of way hereby granted covers a strip of land 30 feet in width over and across the above-described lands, and being 15 feet on each side, measured radially from, or perpendicular to the following described center line which is particularly described by metes and bounds, as follows:

Beginning at a point which lies S.89°-48'E., a distance of 62.9 feet from the southeast corner of the Triangle Addition to the Town of

Pinedale, Wyoming, said point is located on the main line of the Skyline Street sewer line;

thence from said point of beginning S.31°-57'W., a distance of 130 feet to a point on the east property line of a tract of land which is more particularly described in that certain warranty deed which appears at page 418 of Book 17 of Deed Records, office of the County Clerk of Sublette County, Wyoming, and in which said deed Vernon T. Delgado appears as grantee;

TO HAVE AND TO HOLD said easement and right of way unto VERNON T. DELGADO, forever, and is hereby attached to and made appurtenant to the residential property of VERNON T. DELGADO more particularly described in that certain warranty deed appearing at page 418 of Book 17 of the Deed Records of the office of the County Clerk of Sublette County, Wyoming;

All lands and grounds embraced and contained within the easement and right of way hereof shall, EXCEPT at times of maintenance and construction, be maintained in the same or better condition as when entered upon under the authority hereof; all pipelines and conduits which are used under authority hereof shall be placed and installed beneath the surface of the land and ground NOT LESS THAN FOUR (4) FEET.

IN WITNESS WHEREOF SUBLETTE COUNTY SPORTING ASSOCIATION, a Wyoming corporation, has caused the execution hereof by its Board of Directors consisting of DRU ROBERTS, KIP ALEXANDER and R. BRENT DEAN this 18th day of ~~April~~ May 1990.

By the Board of Directors of
SUBLETTE COUNTY SPORTING
ASSOCIATION, a Wyoming corporation

Dru Roberts
DRU ROBERTS, director

Kip Alexander
KIP ALEXANDER, director

R. Brent Dean
R. BRENT DEAN, director

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before by DRU ROBERTS, KIP ALEXANDER and R. BRENT DEAN this 18th day of ~~April~~ May 1990.

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

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 17th day of May, 1990, between REDSTONE CORPORATION, a Wyoming corporation, as Seller, and JAMES E. SUMMERALL and CATHERINE C. SUMMERALL, as Buyers. The Seller did agree to sell and the Buyers did agree to buy a certain tract of real property located in Sublette County, Wyoming described as follows to-wit:

> East One-Half (E½) of Lots Thirty-Two (32) and Thirty-Three (33), 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 United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.
> SUBJECT TO all restrictions governing Redstone Upper Green River Subdivision as recorded 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 445 prospect Drive, Rocks Springs, WY 82901.

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

DATED this 17 day of MAY, 1990.

SELLER:

REDSTONE CORPORATION, a Wyoming corporation:

BY: John Mc Manta

ITS: Pres

ATTEST:

SEAL

Joseph R. Hucks
Secretary

DATED this 17th day of May, 1990.

228970

BUYERS:

James E Summerall
JAMES E. SUMMERALL

Catherine C. Summerall
CATHERINE C. SUMMERALL

RECORDED May 21 1990 11:10 A M
IN BOOK 57 Misc. PAGE 422
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Ray

STATE OF Wyo)
) ss.
COUNTY OF Sublette)

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

REDSTONE CORPORATION, a Wyoming corporation, by John M. Sulenta, its (title) Pres. and attested to and sealed by its Secretary, this 17th day of May, 1990.

WITNESS my hand and official seal.

Susan J. Rodgers
County of
Sublette
My Commission expires
Notary Public
State of
Wyoming
Dec. 12, 1990

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

STATE OF Wyo)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by JAMES E. SUMMERALL and CATHERINE C. SUMMERALL, this 17th day of May, 1990.

WITNESS my hand and official seal.

Susan J. Rodgers
County of
Sublette
My Commission expires
Notary Public
State of
Wyoming
Dec. 12, 1990

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12-12-90

424

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 21st day of May, 1990, between JOHN L. D. TANNER and SHIRLEY A. TANNER, as Sellers, and JEFFREY L. ANDERSON and CARRIE L. ANDERSON, as Buyers. The Sellers did agree to sell and the Buyers did agree to buy a certain tract of real property located in Sublette County, Wyoming described as follows to-wit:

> Lots Ten (10), Eleven (11) and Twelve (12), Block Four (4), of the Marbleton Townsite, 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, 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 352, Big Piney, WY 83113.

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

DATED this 21st day of May, 1990.

SELLERS:

John L. D. Tanner
JOHN L. D. TANNER

Shirley A. Tanner
SHIRLEY A. TANNER

228999 DATED this 21 day of May, 1990.

BUYERS:

Jeffrey L. Anderson
JEFFREY L. ANDERSON

Carrie L. Anderson
CARRIE L. ANDERSON

RECORDED May 23 1990 10:50 A M
IN BOOK 57 Misc. PAGE 424
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By mon Riley

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by JOHN L. D. TANNER and SHIRLEY A. TANNER, this 21st day of May, 1990.

WITNESS my hand and official seal.

BARBARA HENRY
NOTARY PUBLIC
County of
Sublette
My Commission Expires
10/12/93

Barbara Henry
NOTARY PUBLIC

My Commission Expires:
10/12/93

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by JEFFREY L. ANDERSON and CARRIE L. ANDERSON, this 21st day of May, 1990.

WITNESS my hand and official seal.

BARBARA HENRY
Notary Public
Sublette
My Commission Expires
10/12/93

Barbara Henry
NOTARY PUBLIC

My Commission Expires:
10/12/93

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
PINEDALE RESOURCE AREA
P.O. BOX 768
PINEDALE, WYOMING 82941

TAKE PRIDE IN AMERICA

2800 (460)
W-87310

229000
RECORDED May 23 1990 2:15 PM
IN BOOK 57 Misc PAGE 426
FEES 4.00
SUBLETTE COUNTY CLERK
by: Carol A. Cheeney, Deputy

307-367-4358

5/23/90

DECISION

V.L. Looney Estate :
Ms. Patricia Looney :
Box 322 :
Pinedale, WY 82941 :

Assignment Application
Received April 4/18/90

Assignment Approved

A right-of-way grant was issued to V.L. Looney on July 9, 1985 for an access road 60' wide and 1,600' long across the following public lands:

T. 30 N., R. 111 W.
Sec. 14: E1/2SE1/4NW1/4, N1/2NE1/4SW1/4.
6th P.M. Sublette County, WY

The right-of-way was issued for a term of 30 years to expire 07/08/2015.

An application to assign this right-of-way was received in the Pinedale Resource Area Office of April 18, 1990. The application requested this right-of-way be assigned to the Emigration Property Owner's Association.

A copy of the by-laws for this association has been received in the Pinedale RA. The association has agreed to the terms and conditions of the grant. In addition, the $50 assignment fee has been paid in full.

Right-of-Way WYW-87310 is hereby assigned to the Emigration Property Owner's Association.

for Area Manager

State of Wyoming)
County of Sublette)ss

The foregoing instrument was acknowledged before me by Patricia Looney, this 23rd day of May, 1990.

Witness my hand and official seal.

My commission expires: October 18, 1993

IN THE DISTRICT COURT FOR FREMONT COUNTY, WYOMING
NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF)
) Probate No. 7966
MAYME E. ANTILLA,)
Deceased.)

FREMONT COUNTY, WY
FILED
IN THE DISTRICT COURT
MAY 23 1990
Erna Stephensen Clerk of Cou

FINAL SETTLEMENT OF ACCOUNT
AND
DECREE OF DISTRIBUTION

This matter came before the Court regularly on May 23, 1990, it appearing to the Court that Dorothy A. Chambers, Personal Representative of the within estate, having heretofore rendered and filed herein a full and final account and report of her administration of this estate, which is for final settlement, and it appearing that said Personal Representative filed therewith a petition for distribution;

And proof having been made to the satisfaction of the Court that due and legal notice of settlement of said final account and the hearing of said petition for distribution of said estate has been made in accordance with the statutes and laws of the State of Wyoming made and provided;

And it appearing that Mayme E. Antilla died testate on September 7, 1989, in and a resident of Fremont County, Wyoming, leaving estate in that County and in the Counties of Sublette and Lincoln;

And it further appearing that the Pape gift causa mortis failed by decedent having survived the peril on which the same was premised and it further appearing that all other legatees/devisees of decedent, notwithstanding, waived payment by the Papes of the promissory note subject of such gift;

And it appearing that the Last Will and Testament of Mayme E. Antilla was duly admitted to probate in this Court on September 19, 1989, and that on September 19, 1989, Dorothy A. Chambers qualified as Personal Representative of said estate and Letters Testamentary were issued to her out of this Court after which she entered upon her duties in connection with the administration of said estate and continued to so act under said letters ever since;

And it further appearing that due and legal notice to debtors, creditors, and interested parties was given by said Personal Representative as provided by the laws of the State of Wyoming, that more

229044

RECORDED May 25 1990 10:00 A.M
IN BOOK 57 Misc. PAGE 427
FEES 10.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

427

than three months has elapsed since the giving of such notice and the time allowed for the filing of debtor's and creditor's claims in this estate has now expired; that claims were made, rejected and approved as set forth in the Personal Representative's statement filed in the above proceedings on May 8, 1990;

And it further appearing by the Final Account in these proceedings that certain personal property was sold by public auction all as more fully set forth in the Final Report, Accounting and Petition for Distribution filed in this matter on May 8, 1990, and by this reference incorporated herein;

And it further appearing that all statutory requirements relating to taxes have been complied with, the Court finds there is no State taxes due and that all Federal taxes have been paid, and that receipts for filing the same should be excused;

And it further appearing that W. Randall Boyer, by Order of this Court of May 8, 1990, was allowed fees of $1,713.37 as attorney for said Personal Representative for ordinary services rendered in this estate, and $158.45 for reimbursement of expenses furnished said Estate;

And it further appearing that the Personal Representative is an employee of the attorney for the estate and her commission is waived;

And it further appearing that the account and report referred to above is correct and proper, the same is supported by proper evidence and that the property remaining in said estate to be distributed consists of real and personal property of a value of $44,470.33;

And it further appearing that said estate is now ready for distribution and in condition to be closed;

And it further appearing to the Court that all expenses of administration, attorney's fees and all other charges are proper and such of the same as are not paid should be paid;

And it further appearing that the Last Will and Testament of decedent as respects distribution reads as follows:

> "3. RESIDUARY ESTATE: All the rest, residue and remainder of my estate, real and personal, I give in equal shares to my sons, George A. Pearson and Robert B. Pearson."

And it further appearing that the property should be distributed in conformity with the quoted paragraph of said Will and be set over to George A. Pearson and Robert B. Pearson, sons of decedent.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

1. That the final account and report of Dorothy A. Chambers, Personal Representative as aforesaid, be and the same are hereby settled, allowed and approved.

2. That Dorothy A. Chambers, Personal Representative herein, is excused from filing receipts for death taxes for the State of Wyoming and the United States of America.

3. That the residue of said estate, valued at $44,470.33, together with any other property not now known or discovered which may belong to said estate or in which said estate may have any interest, shall be and the same is hereby distributed as directed by the Last Will and Testament of decedent in equal shares to George A. Pearson and Robert B. Pearson as their sole and separate property. Such property is described at Exhibit "A" attached hereto and by this reference incorporated herein.

4. That decedent died testate on September 7, 1989, in and a resident of Fremont County, Wyoming, leaving estate in that county and in the counties of Sublette and Lincoln, Wyoming. She left as surviving as her legatees and devisees George A. Pearson and Robert B. Pearson, aforementioned, and Lon Wesley and Lela Rae Pape, whose gift causa mortis failed.

5. Dorothy A. Chambers, Personal Representative, shall pay all unpaid expenses of administration, all attorney's fees, any advances and all other charges incurred in this estate, as noted in her account, and all such expenses, fees, charges and claims are allowed.

6. That upon the Personal Representative herein making distribution of said estate as hereinbefore set forth and exhibiting evidence showing payment of the expenses of administration, attorney's fees and advances, and any and all other charges against said decedent and against said estate, said Personal Representative shall be discharged and released from all further duties and responsibilities in connection with the administration of this estate.

DONE IN OPEN COURT AT LANDER, WYOMING, this 23 day of May,

The Seal of Wyoming Judicial Circuit Court SEAL

I, [illegible], Clerk of the Ninth Judicial [illegible] of said County, and [illegible] aforesaid Do Hereby Certify the [illegible] a full, true and Complete copy [illegible] Stephenson 5-23-90

[illegible] 3, 1991

BY THE COURT:

Judge

ESTATE OF MAYME E. ANTILLA

PERSONAL PROPERTY:

Estate checking account with Key Bank of Wyoming, Lander	$24,618.50
Miscellaneous clothing, crystal and books not sold at auction	2,479.75
Final note payment on property in Lincoln County, sold to Orson A. Nate, et al., due April, 1991	7,000.00
U. S. Series E Bond	25.00
AT&T refund	6.41

REAL PROPERTY:

LINCOLN COUNTY:

An undivided one-half interest in all minerals located on the following described property: A portion of Tract 67 (formerly described as the W½NW¼ and W½SE¼ of Section 15) described as follows: A parcel of land 20 chains in length and 15 chains in width, being the South 30 acres of said Tract 67, Township 24 North, Range 117 West, 6th P.M., Lincoln County, Wyoming, and that same undivided interest in minerals in
and to a portion of Tract 66 (formerly described as SW¼ and S½NW¼ and SW¼NE¼ and NW¼SE¼ of Section 14 and E½NE¼ and E½SE¼ of Section 15) described as follows: Beginning at Corner No. 7 of Tract 66, thence running East 60 chains, thence North 42.5 chains, thence West 41.25 chains, thence South 22.5 chains, thence West 18.75 chains, thence South 20 chains, to the point of beginning, all in Township 24 North, Range 117 West, 6th P.M., Lincoln County, Wyoming, containing 243.31 acres, more or less.

SUBLETTE COUNTY:

An undivided one-twelfth mineral interest in the following described real estate:

Township 35 North, Range 111 West of the 6th Principal Meridian, Sublette County, Wyoming

Section 5 - Lot 2 (NW¼NE¼), Lot 3 (NE¼NW¼), Lot 4 (NW¼NW¼), SW¼NE¼, S½NW¼, SW¼, NW¼SE¼

Section 6 - Lot 1 (NE¼NE¼), Lot 2 (NW¼NE¼), Lot 3 (NE¼NW¼), Lot 4 (NW¼NW¼), S½NE¼, SE¼NW¼, N½SE¼, SW¼SE¼

Section 7 - NW¼NE¼, S½NE¼, NE¼SE¼

Section 8 - N½NW¼, SW¼NW¼, SW¼

Section 17 - N½NW¼, SE¼NW¼

Township 36 North, Range 111, West of the 6th Principal Meridian, Sublette County, Wyoming

Section 31 - Lot 2 (SW¼NW¼), Lot 3 (NW¼SW¼), Lot 4 (SW¼SW¼), S½NE¼, SE¼NW¼, E½SW¼, SE¼

Section 32 - SW¼NE¼, S½NW¼, SW¼, W½SE¼

State of California
OFFICE OF THE SECRETARY OF STATE

CHEVRON U.S.A. INC.

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full. true and correct.

229048

RECORDED May 25 19 9c 12:40 P M
BOOK 57 Misc PAGE 431
FEES $14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

APR 3 [illegible]

March Fong Eu

Secretary of State

SEC/STATE FORM CE-108 (REV. 4-76)

NA CHGID TO: CHEVRON U.S.A. INC.

A173391

FILED
In the office of the Secretary of State
of the State of California
JAN 1 1977
MARCH FONG EU, Secretary of State
By B. M. Hoadley
Deputy

148313
SURV

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
CHEVRON ASPHALT COMPANY
AND
CHEVRON U.S.A. INC.
INTO
CHEVRON OIL COMPANY

CHEVRON OIL COMPANY, a corporation organized and existing under the laws of the State of California, hereby certifies:

1. That J. D. Proggatt is the Vice-President and A. T. Smith is the Assistant Secretary of this corporation.

2. That this corporation was incorporated on the 23rd day of February, 1932, pursuant to the Corporations Code of the State of California, the provisions of which permit the merger of a subsidiary corporation of another state into a parent corporation organized and existing under the laws of California.

3. That this corporation owns all of the outstanding shares of Chevron Asphalt Company, a corporation organized and existing under the laws of the State of Delaware, the laws of which permit a merger in the manner provided by Section 253 of the Delaware General Corporation Law and Section 1110 of the California Corporations Code, and that said Chevron Asphalt Company was incorporated on the 27th day of November, 1936, pursuant to the General Corporation Law of the State of Delaware.

4. That this corporation owns all of the outstanding shares of Chevron U.S.A. Inc., a corporation organized and existing under the laws of the State of California, and that said Chevron U.S.A. Inc. was incorporated on the 16th day of July, 1976.

5. The Board of Directors of this corporation, by the following resolutions duly adopted at a meeting held on the

3rd day of December, 1976, at 225 Bush Street, San Francisco, California, determined to and did merge into itself said Chevron Asphalt Company and Chevron U.S.A. Inc:

RESOLVED that Chevron Oil Company merge, and it does hereby merge into itself, Chevron Asphalt Company, its wholly-owned subsidiary, and assumes all of its liabilities and obligations; and be it further

RESOLVED that Chevron Oil Company merge, and it does hereby merge into itself, Chevron U.S.A. Inc., its wholly-owned subsidiary, and assumes all of its liabilities pursuant to Section 1110 of the California Corporations Code; and be it further

RESOLVED that this corporation relinquish its corporate name and adopts in place thereof the name of Chevron U.S.A. Inc., one of the wholly-owned subsidiary corporations so merged, thereby amending Article FIRST of its Restated Articles of Incorporation to read as follows:

"FIRST: The name of this corporation is CHEVRON U.S.A. INC."

and be it further

RESOLVED that the merger of Chevron Asphalt Company into this corporation shall become effective on January 1, 1977, in the State of Delaware and on the date of filing with the Secretary of State of the State of California and the merger of Chevron U.S.A. Inc. into this corporation shall become effective on the date of filing with the Secretary of State of California; and be it further

RESOLVED that the proper officers of this corporation 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 said Chevron Asphalt Company and Chevron U.S.A. Inc.,

and assume their liabilities and obligations, and the date of adoption thereof, and to cause the same to be filed with the Secretaries of State of the States of California and Delaware and a certified copy recorded in the office of the Recorder of Deeds of New Castle County, in Delaware, and to do all acts and things whatsoever, whether within or without the States of California and Delaware, which may be in anywise necessary or proper to effect said merger.

6. That this corporation survives the merger and may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Chevron Asphalt Company 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 stockholder as determined in appraisal proceedings pursuant to the provisions of Section 262 of Title 8 of the Delaware Code of 1953, and it does hereby irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is 575 Market Street, San Francisco, California 94105, until the surviving corporation shall have hereafter designated in writing to the said Secretary of State a different address for such purpose. Service of such process may be made by personally delivering to and leaving with the Secretary of State of Delaware duplicate copies of such process, one of which copies the Secretary of State of Delaware shall forthwith send by registered mail to Chevron U.S.A. Inc. at the above address.

IN WITNESS WHEREOF, said Chevron Oil Company has caused this certificate to be signed by J. D. Froggatt its Vice-President and signed and attested by A. T. Smith its Assistant Secretary, this 16th day of December, 1976.

CHEVRON OIL COMPANY

By _____
J. D. Froggatt
Vice-President

By _____
A. T. Smith
Assistant Secretary

ATTEST:

By _____
A. T. Smith
Assistant Secretary

STATE OF CALIFORNIA)
) ss.
City and County of San Francisco)

J. D. Froggatt and A. T. Smith being first duly and severally sworn, each for himself, deposes and says: That he, the said J. D. Froggatt is Vice-President, and that he, the said A. T. Smith, is Assistant Secretary, of Chevron Oil Company, a corporation organized and existing under the laws of the State of California, that they have read the foregoing certificate and that the matters set forth in said certificate are true of their own knowledge.

J. D. Froggatt
Vice-President

A. T. Smith
Assistant Secretary

Subscribed and sworn
to before me this 16th
day of December, 1976.

Notary Public

JOSEPH D. SURYAN
NOTARY PUBLIC in and for the City & County
of San Francisco, State of California

OFFICIAL SEAL
JOSEPH D SURYAN
NOTARY PUBLIC CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
MY COMM EXP NOV 19, 1977

AFFIDAVIT OF SURVIVORSHIP

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

WILLIAM W. BAKER, of said County and State, being first duly sworn on his oath, deposes and says:

That he is the son of WILLIAM L. BAKER, deceased, who died March 5, 1985 in Sublette County, Wyoming.

That at the time of the death of WILLIAM L. BAKER, he owned certain real property by virtue of certain Quitclaim Deeds; said land being more particularly described as follows:

Township 35 North, Range 113 West of the 6th P.M., Sublette County, Wyoming;

229059

Section 4: N½SE¼, SW¼SE¼, SE¼SW¼, EXCEPTING FROM said SW¼SE¼ a tract of land conveyed to Mary Anne Neely in instrument recorded August 7, 1967 in Book 13 of Deeds, page 419 described as follows:
Beginning at the S¼ corner of said Section 4;
thence proceeding N.39°43'E., 789 feet to a point;
thence N.79°43'E., 208 feet to a point;
thence S.10°17'E., 208 feet to a point;
thence S.79°43'W., 208 feet to a point;
thence N.10°17'W., 208 feet more or less to the point of beginning.

RECORDED May 25 1990 3:50 P M
IN BOOK 57 Misc. PAGE 437
FEES 6.00 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mau Riley

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

Said Deeds being recorded in the office of the Sublette County Clerk in Book 5 of Quitclaim Deeds, page 118 and Book 6 of Quitclaim Deeds, page 488.

That the deceased, WILLIAM L. BAKER is one and the same person as WILLIAM L. BAKER, one of the grantees in the beforementioned Quitclaim Deeds and that ELLA BAKER is one and the same person as the said ELLA BAKER the other grantee in the beforementioned Quitclaim Deeds.

That the beforementioned Quitclaim Deeds 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 WILLIAM L. BAKER, deceased, all equity, right, title and interest in the beforementioned real property passed to and was vested in ELLA BAKER.

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 said WILLIAM L. BAKER, deceased.

DATED this 14 day of MAY, 1990.

William W. Baker
WILLIAM W. BAKER

Subscribed and sworn to before me by WILLIAM W. BAKER, this 14th day of May, 1990.

Witness my hand and official seal.

SHARON KERNER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES MAY 13, 1991

Sharon Kerner
NOTARY PUBLIC

My Commission Expires: May 13, 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 MAY 23 1985

SEAL

Deputy State Registrar

STATE OF WYOMING
DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

85-000744

LOCAL FILE NUMBER 00435

TYPE OR PRINT IN PERMANENT INK. FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

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

1. DECEDENT'S NAME — FIRST: WILLIAM; MIDDLE: LEWIS; LAST: BAKER
2. SEX: MALE
3. DATE OF DEATH (Mo., Day, Yr.): MARCH 6, 1985
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): SCOTCH/IRISH
5a. AGE (Last Birthday) (Yrs.): 79
5b. UNDER 1 YEAR — MOS.: ; DAYS.:
5c. UNDER 1 DAY — HOURS.: ; MINS.:
6. DATE OF BIRTH (Mo., Day, Yr.): SEPTEMBER, 22, 1905
7a. PLACE OF DEATH — Hospital or other Institution Name (If not in either give street and number): SUB. CO. RETIREMENT CENT
7b. IF HOSP. OR INST. Indicate DOA, OP (Emer. Rm.), Inpatient (Specify): INPATIENT
7c. CITY, TOWN OR LOCATION OF DEATH: PINEDALE
7d. COUNTY OF DEATH: SUBLETTE
8. STATE OF BIRTH (If not in U.S.A., name country): OKLAHOMA
9. CITIZEN OF WHAT COUNTRY: U.S.A.
10. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): MARRIED
11. SURVIVING SPOUSE (If wife, give maiden name): ELLA ALLTON
12. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify Yes or No): YES
13. SOCIAL SECURITY NUMBER: 443-01-8490
14a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): POATMASTER
14b. KIND OF BUSINESS/INDUSTRY: POSTAL SERVICE
15a. RESIDENCE STATE: WYOMING
15b. COUNTY: SUBLETTE
15c. CITY, TOWN OR LOCATION: DANIEL
15d. STREET AND NUMBER: BOX 105
15e. INSIDE CITY LIMITS? (Yes or No): YES

PARENTS

16. FATHER'S NAME — FIRST: THOMAS; MIDDLE: WILLIAM; LAST: BAKER
17. MOTHER'S MAIDEN NAME — FIRST: JUNATIA; MIDDLE: MYRTLE; LAST: TATUM
18a. INFORMANT'S NAME (Type or Print): ELLA ALLTON BAKER
18b. MAILING ADDRESS: BOX 105, DANIEL, WYOMING 83115

DISPOSITION

19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify): BURIAL
19b. DATE (Mo., Day, Yr.): MARCH, 11, 85
19c. CEMETERY OR CREMATORY — NAME: PINEDALE
19d. LOCATION: PINEDALE, WYOMING
20a. FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH: Mike Haws 107
20b. NAME OF FACILITY: HAWS FUNERAL HOME 104
20c. ADDRESS OF FACILITY: 27 E. MAGNOLIA, PINEDALE

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

21a. I, the undersigned, hereby certify that I attended the deceased from (date) to (date) and that the cause of death is as stated. (Signature and Title): J. T. Johnston MD
21b. DATE SIGNED (Mo., Day, Yr.): MARCH, 7, 1985
21c. HOUR OF DEATH: 2:00 P. M
21d. NAME OF ATTENDING PHYSICIAN OR OTHER CERTIFIER (Type or Print):
23. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): J. T. JOHNSTON MD. PINEDALE, WYOMING 82941

To be Completed by CORONER Only

22a. I, the undersigned, hereby certify that I viewed the body of the deceased and that the cause of death is as stated. (Signature and Title): Leif Hayes CORONER
22b. DATE SIGNED (Mo., Day, Yr.): MARCH, 7, 1985
22c. HOUR OF DEATH: 2:00 P M
22d. DATE OF DEATH ON: MARCH, 6, 1985
22e. AT: 2:00 P. M

24a. REGISTRAR (Signature): J. T. Johnston MD
24b. DATE ACCEPTED BY REGISTRAR (Mo., Day, Yr.): MARCH, 7, 1985

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) Cardiac arrhythmia.
DUE TO OR AS A CONSEQUENCE OF
(b) COPD.
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): 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:
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:

1985

229066

BOOK 51 Misc PAGE
FEES 8.00 Mary L Lockhart COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Carol A. Cheney

IN THE DISTRICT COURT, NINTH JUDICIAL DISTRICT
COUNTY OF SUBLETTE, STATE OF WYOMING

IN THE MATTER OF THE ESTATE	)	
	)	
OF	)	Probate No. 1290
	)	
J. CHAUNCEY CLARK	)	

FILED
BY:
MAY 18 1990
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

ORDER APPROVING FINAL REPORT AND ACCOUNTING, AND DECREE OF FINAL DISTRIBUTION

NOW on this 18 day of May, 1990, the above captioned matter comes on for Hearing before the Court in its regular order, on the Final Report and Accounting and Petition for Distribution as presented to the Court at this time on behalf of the Personal Representative of the above captioned estate, and the Court, having examined said Final Report, Accounting and Petition for Distribution and having examined the Waivers of Notice and Consent to Approval of Final Report, as duly executed by the distributees of the above captioned estate and presented to the Court at this time, the Court finds that it has full and complete jurisdiction over the subject matter and all interested parties, and therefore this matter ought to proceed on to final hearing and determination on the merits.

This matter proceeding on to final hearing and determination, the Court specifically finds that each and all of the statements made in the said Final Report and Accounting and Petition for Distribution are true and correct, that the conduct of the Personal Representative in the administration of this estate as reflected in said Report is in accordance with the law and the prior orders of this Court, that the Administration of said estate is fully and finally concluded and that said estate is ready for distribution and that therefore order ought to be entered at this time fully and finally approving, ratifying and confirming the Final Report and Accounting and Petition for Distribution, and all doings of the Personal Representative in the premises, and decree ought to be entered providing for the full and final distribution of this estate, and the closing thereof.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Final Report and Accounting and Petition for Distribution be, and

the same hereby is, fully and finally ratified, confirmed and approved, and all of the doings of the Personal Representative in the premises be, and the same hereby are fully and finally approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Paul Stevens, pursuant to the request of the beneficiaries named in the testamentary trust of the decedent, be and he is hereby ordered and declared to be the Trustee of the J. Chauncey Clark Testatmentary Trust.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all assets of this estate now in the hands of the Personal Representative be, and the same hereby are, distributed as follows:

1. That the Personal Representative pay to William H. Twichell, Attorney at Law, as and for attorney's fees the sum of $830.93 and an additional sum of $100.79 as and for costs.

2. That all of the remaining property held by the Personal Representative and any and all additional property, which may be found, located and/or identified in the future as belonging to the decedent, be distributed to Paul Stevens, Trustee of the J. Chauncey Clark Testamentary Trust, for the benefit of Mary P. Clark, Julian C. Clark, H. Royer Clark, Nancy Jean Merritt, and Mary Lou Clark Mariner (Regenold), as their interests appear in the Testamentary Trust of J. Chauncy Clark.

The property held by the Personal Representative, Julian C. Clark, after paying costs and fees as hereinbefore referenced and which is hereby distributed to Paul Stevens, as Trustee of the J. Chauncey Clark Testamentary Trust, is as follows:

Real Property:
100 percent of the following:

All of that real property located in Sublette County, Wyoming, described as follows to-wit:
All of the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 6, Township 33 North, Range 109 West of the 6th P.M.;
All of Lot 3 and all of the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section 31, Township 34 North, Range 109 West of the 6th P.M.;

Personal Property: Three thousand one hundred thirty-five dollars and eighteen cents ($3,135.18); and the 1953 Croft Trailer Serial No.: 4T84B209.

And any additional property which may be later discovered and or found owned by the decedent.

In making such distributions the Personal Representative shall execute and deliver such legal instruments as shall be necessary or appropriate to effectuate said distribution.

JUDGE

THE STATE OF WYOMING)
COUNTY OF SUBLETTE)

MARILYN M. JENNINGS, CLERK OF THE SIXTH 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

COURT OF ... SUBLETTE COUNTY

CERTIFICATE OF SERVICE

This is to certify that a copy of th foregoing was duly served by pr paid mail upon all counsel of record their last known address this 18 day of May 19 76

By Dan Fenn
William Mitchell
Julian C. Clark

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

At an election held in the Sublette County Clerk's Office, in the Sublette County Courthouse, in Pinedale, Wyoming, on the 11th day of April, 1990, the total number of persons voting was sixteen (16) and the following named persons received the following votes:

Glenna Yedinak	12
William V. Hansen	9
Don Birch	8
Edward R. Varley	8
Richard Reiter	7
Dorothea Stoddard	6
Elaine Hansen	5
Edward Perkins	5
Bette Gene Watson	4
Franklin J. Tucker	3
Michael Kaul	3
Dale J. Morris	2
Rae Dell Varley	1

In accordance with the rules set forth, the top five people receiving votes were:

Glenna Yedinak
William V. Hansen
Don Birch
Edward R. Varley
Richard Reiter

I, Mary L. Lankford, certify and declare Glenna Yedinak, William V. Hansen, Don Birch, Edward R. Varley, and Richard Reiter winning candidates for the governing committee for Jim Bridger Estates, First Filing.

DATED at Pinedale, Wyoming, this 12th day of April, 1990.

COUNTY CLERK SUBLETTE COUNTY

Mary L. Lankford

Mary L. Lankford, County Clerk

229067

RECORDED May 29 19 90 11:30 A
IN BOOK 57 Misc PAGE 442
FEES $22.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
BY: Carol A. Creeney, Deputy

BY-LAWS
1ST FILING GOVERNING COMMITTEE
JIM BRIDGER ESTATES

Per section 4 of the restrictive covenants for governing Jim Bridger estates, 1st filing, registered in the Sublette County Courthouse (#132688) dated September 18, 1972, the governing committee shall be composed of Elvin L. Booth, Mrs Harold Yedinak and Jack Richardson until a duly elected committee is formed.

On April 11,1990, an election was held of tract owners within the first filing of Jim Bridger Estates. Property owners were asked to vote for five members to establish a governing committee for the first filing. Results of the election were recorded in the Sublette County Courthouse on April 11,1990 with the five member elected committee being; William Hansen, Glenna Yedinak, Ed Varley, Don Birch and Dick Reiter.

On May 17, 1990 a majority of the duly elected governing committee of the First Filing Jim Bridger Estates met at the White Mountain Library in Rock Springs to establish By-laws for the governing committee.

The following By-Laws were adapted and approved by the committee:

BY-LAWS 1ST FILING JIM BRIDGER ESTATES - GOVERNING COMMITTEE

1. The governing committee shall be composed of five property owners from within the 1st Filing duly elected as follows by the property owners within the 1st Filing, Jim Bridger estates.

a) Two members will hold one year terms, two members will hold two year terms and the third member will hold a three year term. The first governing committee voted on the terms of the five members with the following results;

William Hansen	-	2 year term
Glenna Yedinak	-	3 year term
Ed Varley	-	1 year term
Don Birch	-	1 year term
Dick Reiter	-	2 year term

b) The election of committee members will be held between April 1 and April 15 of each year. With annual approval requested from the Sublette County

Dated: May 25, 1990

Signed _____
Richard Reiter

_____
Don Birch

Clerk , ballots will be sent to and recorded by the County Clerk. Final results will be mailed to all property owners within the 1st Filing by the Governing Committee Secretary.

2. The governing committee will elect a president, secretary and treasurer to serve a one year term. Election results of the first governing committtee were as follows;

President - Glenna Yedinak
Secretary - Richard Reiter
Treasurer - Don Birch

3. The governing committee is established to monitor compliance of the Restrictive Covenants for Jim Bridger Estates, 1st Filing as recorded on Sept 18, 1972 in the Sublette County Courthouse. This is for the protection of all property owners within said 1st Filing.

4. The President of the governing committee will represent the 1st Filing Tract owners in any future committee that may be established jointly with other governing committees from different filings within the Jim Bridger Estates.

5. The first filing governing committee will meet a minimum of once per year on a date to be established by the committee president. Special meetings will be held on an as needed basis to deal with grievances, suggestions and building plan reviews. No business will be conducted unless a quorum (3) is present.

6. All meetings will be open to the public. A meeting notification of 30 days will be mailed to all first filing property owners prior to any scheduled Governing Committee meeting. Minutes of the meeting will be recorded by the secretary and mailed to all first filing property owners with 30 days after the meeting.

7. A voluntary nominal fee of $5.00 per year is requested from each tract owner to defray mailing costs and incidentals related to conducting of business for the 1st Filing property owners. All accounts will be recorded by the treasurer and reported at each scheduled meeting.

8. The governing committee is established solely to oversee the 1st filing covenants and provide guidance and advice. The committee will not be held liable in any way for losses occurred by any property owner for any reason. Actions taken by third parties toward the governing committee will be considered as action taken toward all 1st filing tract owners.

9. In the event a governing committee member resigns or

Dated: May 25, 1990

Signed _____
Richard Reiter

_____
Don Birch

gives up his position do to sale of his property, the governing committee will appoint the next top vote getter from the prior election. Said person will fill the term of the vacated member.

10. The governing committee has established a principle to work with the Jim Bridger Development Corp towards a goal promoting the recreational value of the Estates while protecting the rights of the 1st Filing Tract Owners based on the recorded covenants. It is our belief that both parties will mutually benefit through positive promotion of the Jim Bridger Estates.

11. The above By-laws will be filed with the Sublette County Clerk on a tentative approval basis allowing for review by all property owners of the First Filing. Any diagreements will be reviewed by the governing committee within 30 days of the filing date. If no changes are necessary, the above document will be considered as final 30 days from the date of original filing.

Date_____

GOVERNING COMMITTEE
1st Filing
Jim Bridger Estates

President - Glenna Yedinak

Secretary - Richard Reiter

Treasurer - Don Birch

Signed: Richard Reiter
Secretary - Richard Reiter

Signed: Don Birch
Treasurer - Don Birch

State of Wyoming)
)ss
County of Sweetwater)

The foregoing instrument was acknowledged before me by Don Birch and Richard Reiter, this 25th day of May, 1990.

Witness my hand and official seal.

JoAnn K. Masser
Notary Public

JOANN K. MASSER NOTARY PUBLIC SWEETWATER CO. WYOMING

My commission expires:

December 16, 1992

SIGNED: Glenna Yedinak
PRESIDENT - GLENNA YEDINAK

STATE OF WYOMING
COUNTY OF SUBLETTE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY GLENNA YEDINAK, THIS 29TH DAY OF MAY, 1990.

WITNESS MY HAND AND OFFICIAL SEAL.

Mary L Lankford
COUNTY CLERK
BY: Carol A. Cheeney, Deputy

MY TERM EXPIRES: JAN 7, 1991

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

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

WILLIAM HANSEN and ELAINE HANSEN,

Plaintiffs,

vs.

JIM BRIDGER DEVELOPMENT, INC., and ELVIN L. BOOTH,

Defendants.

Civil No. 4095

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

JUDGMENT AGAINST DEFENDANT ELVIN L. BOOTH

The above captioned action came before the Court on the Plaintiffs' and Defendant Booth's Stipulation For Entry of Judgment Against Defendant Booth. The Court has reviewed said stipulation and, as contemplated by Paragraph 2 of it, has received this judgment approved as to form by John S. Mackey, Defendant Booth's attorney. Based on said stipulation and on all of the other pleadings filed herein the Court finds as follows:

1. All allegations in Plaintiffs' Complaint pertaining to Defendant Booth are not being contested. The Court therefore finds said allegations admitted as stated, and finds said allegations to be true and correct. Said allegations are adopted by reference as if fully set out herein, and have been relied upon by the Court for purposes of this judgment.

2. The Court, without limiting the generality of the foregoing, finds specifically that Elvin L. Booth is bound by and subject to the Restrictive Covenants For Governing Jim Bridger Estates.

3. Plaintiffs are entitled to judgment for the relief sought in their Complaint against Defendant Booth.

THE COURT DOES, THEREFORE, DETERMINE, ADJUDGE AND DECREE as follows:

a. That Defendant Booth's action in leasing lands in and near Jim Bridger Estates First Filing is a violation of Paragraph 1 of the Restrictive Covenants For Governing Jim Bridger Estates;

b. That Defendant Booth has no lien or right to lien on pleasure horses brought upon Jim Bridger Estates First Filing and adjacent land by the Plaintiffs;

c. That Defendant Booth be, and he is hereby, permanently enjoined, prohibited and restrained from permitting cattle and other commercial livestock to graze and pasture on lands within Jim Bridger Estates First Filing;

FILED
BY: Marilyn Hansen
APR 26 1990
MARILYN A. HANSEN

d. That Defendant Booth be, and he is hereby, permanently enjoined, prohibited and restrained from interfering in any manner with Plaintiffs' horses;

e. That Defendant Booth be, and he is hereby, permanently enjoined, prohibited and restrained from acting or purporting to act as the governing committee established in Paragraph 4 of the Restrictive Covenants For Governing Jim Bridger Estates.

DATED this 25th day of April, 1990.

D. TERRY ROGERS
District Court Judge

Approved as to Form:

John S. Mackey, Attorney for
Defendant Elvin L. Booth

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

MARILYN M. JENSEN, 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 Marilyn M. Jensen

By Deputy

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

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

WILLIAM HANSEN AND ELAINE HANSEN,

Plaintiffs,

vs.

JIM BRIDGER DEVELOPMENT, INC. and ELVIN L. BOOTH,

Defendants.

Civil Action No. 4095

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

DEFAULT JUDGMENT AGAINST
JIM BRIDGER DEVELOPMENT, INC.

The above captioned action came before the Court on Plaintiffs' Application for Default Judgment against Defendant Jim Bridger Development, Inc., hereinafter Jim Bridger Development. The Court, after having reviewed said motion together with the pleadings on file herein finds as follows:

1. Jim Bridger Development was served with process herein on June 16, 1989. Service was made on Elvin Booth, said corporation's registered agent for service of process.

2. A document dated July 3, 1989, and titled "Answer, Affirmative Defenses and Counterclaim" was filed herein. Said document was filed by Defendant Booth on behalf of himself as well as on behalf of Defendant Jim Bridger Development.

3. An Order Striking Answer and Counter-Claim of Defendant Jim Bridger Development, Inc. was entered herein by the Court on July 31, 1989. Said order granted Jim Bridger Development an additional twenty days in which to answer Plaintiffs' Complaint.

4. On August 17, 1989, another document entitled "Answer, Affirmative Defenses, Counterclaim" and purporting to be the answer of Jim Bridger Development was filed herein. It was stricken for the same reason as the previous answer. The order striking it was entered herein on November 27, 1989. Thereafter, on December 6, 1989, a Certificate of Default was duly entered against said Defendant.

5. Because Jim Bridger Development has failed to answer or deny the allegations set forth in Plaintiffs' Complaint said allegations, for purposes of judgment against Jim Bridger Development, are deemed to be conclusively established and proved. The Court finds specifically as follows:

a. Plaintiffs are the owners of Lot Nine (9) of the Jim Bridger Estates First Filing, a duly platted subdivision in and of Sublette County, Wyoming.

FILED
BY
MAR 1 1990
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO.

b. Defendant Jim Bridger Development is the common grantor of all lots in said subdivision, and continues to own Lots Three (3) and Sixteen (16), and the West half of Lots Thirteen (13) and Twenty (20) in said subdivision. In making this finding the Court is relying in part on Elvin L. Booth's answers to Plaintiffs' interrogatories.

c. All lots in the Jim Bridger Estates First Filing were conveyed to Defendant Jim Bridger Development by quitclaim deed from Elvin L. Booth, et ux, Grantors. Said deed was dated May 23, 1973, and recorded of record in Sublette County, Wyoming on May 30, 1973. Prior to said conveyance restrictive covenants governing all property owners in the subdivision were established by a document titled "Restrictive Covenants for Governing Jim Bridger Estates", which document was filed of record in Sublette County, Wyoming on September 18, 1972. In making this finding the Court is taking judicial notice of documents filed with the Sublette County Clerk and Ex-Officio Register of Deeds.

d. As a party which took the lots in the subdivision with record notice of the restrictive covenants, as a party which presently owns lots subject to said restrictive covenants, and as the common grantor of all the lots it does not now own in the subdivision Jim Bridger Development is bound by said restrictive covenants.

e. Paragraph 1 of the Restrictive Covenants For Governing Jim Bridger Estates provides in pertinent part that the land within Jim Bridger Estates "shall be used for residential purposes only. Commercial, public or illegal purposes in the use of such lands or residences is hereby barred."

f. Defendant Jim Bridger Development has violated the covenant against using the property for commercial purposes as well as the covenant against using the property for other than residential purposes. Specifically Jim Bridger Development has leased land within the subdivision for commercial pasturage, and has leased lands adjacent to the subdivision for commercial pasturage. Because adjacent leased lands are insufficient to provide forage for the number of cattle brought thereon, the cattle graze within the subdivision. In making this finding the Court relies on the unrefuted allegations of Plaintiffs' complaint, as well as the statement made by Elvin Booth in Paragraph 2 of his Answer, Affirmative Defenses and Counterclaim, and the statements made by Elvin Booth in his answer to Interrogatory No. 6 submitted to him by Plaintiffs. Plaintiffs' interrogatories submitted to Defendant Booth, as well as Mr. Booths' answers, are on file herein.

g. Concerning Plaintiffs' Second Cause of Action, as set forth in Plaintiffs' Complaint, Defendant Jim Bridger Development has attempted to assert liens for pasturage of pleasure horses belonging to Plaintiffs and other land holders within Jim Bridger Estates First Filing. The Court, in making this finding, relies on Plaintiffs' unrefuted allegations as well as statements made by Defendant Booth in his answer on file herein.

h. The liens claimed by Jim Bridger Development have no basis under Wyoming case law or statute, Wyoming being a "fence-out" state.

IT IS, THEREFORE DETERMINED that Jim Bridger Development, Inc. is bound by and subject to the Restrictive Covenants for Governing Jim Bridger Estates.

IT IS FURTHER DETERMINED that Defendant Jim Bridger Development, Inc. has violated Paragraph 1 of the Restrictive Covenants for Governing Jim Bridger Estates by leasing land within Jim Bridger Estates First Filing to Elvin Booth, and by leasing land adjacent to the subdivision for pasturage, which land is insufficient to pasture the number of cattle brought thereon.

IT IS FURTHER DETERMINED that Defendant Jim Bridger Development has no lien or right of lien on pleasure horses brought upon Jim Bridger Estates First Filing by Plaintiffs.

IT IS THEREFORE ORDERED that Defendant Jim Bridger Development, Inc. be, and it is hereby, permanently enjoined from further violation of Paragraph 1 of the Restrictive Covenants for Governing Jim Bridger Estates. Specifically said Defendant shall not use its land within Jim Bridger Estates First Filing for any purposes other than residential. It shall not lease land within the boundaries of the subdivision for grazing or pasturage, and it shall not permit cattle and other commercial livestock to graze and pasture on said lands; it shall not permit its lessees or sublessees to graze or pasture commercial livestock on said land; it shall not use its adjacent lands for commercial pasturage unless said lands provide sufficient pasturage for the commercial livestock brought thereon; and it shall not permit lessees or sublessees of adjacent lands to pasture commercial animals thereon unless said lands provide sufficient pasturage for said animals.

IT IS FURTHER ORDERED that Defendant Jim Bridger Development, Inc. be, and it is hereby, permanently enjoined from interfering in any manner with pleasure horses of Plaintiffs. Defendant Jim Bridger Development, Inc. is specifically enjoined from making any claim of lien on said horses, and from taking any steps to enforce a claim of lien.

DATED this 28th day of February, 1990.

D. TERRY ROGERS
District Court Judge

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

MARILYN M. [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 [illegible]
By [illegible] - Deputy

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

CHERILYN RENE HALE,)
)
Plaintiff,)
)
vs.)
)
KENT MORELL HALE,)
)
Defendant.)

Civil Action No. 5057

DECREE OF DIVORCE

This matter having come on before the Honorable D. TERRY ROGERS, 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, having filed an Answer and 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 March 24, 1979 and are presently man and wife.

3. That three (3) children have been born of this marriage, to-wit: SHEBREE N. HALE, born 9/2/79, CLIFTON K. HALE, born 7/20/82 and KEVIN C. HALE, born 1/13/85 and that Plaintiff is a proper person to be awarded the sole care and custody of said minor children subject to reasonable visitation in the Defendant as set out in the Separation Agreement filed herein.

4. That Defendant is employed and should be ordered to pay to the Plaintiff for support of the parties minor children the sum of $261.67 per child per month adjusted to a total of $785.00 per month. Said support shall be payable in semi-monthly payments of $392.50. Said sum being agreed to by the parties in a Separation Agreement which has been filed herein.

5. That the parties have entered into a Separation Agreement which provides for an equitable division of the parties personal property and real property and which further provides for custody, visitation and support in regard to the parties minor children. This Separation Agreement having been filed in this action.

6. That irreconcilable differences have arisen in the marital relationship of the parties.

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

229068

RECORDED May 29 1990 12:15 PM
IN BOOK 57 Misc PAGE 452
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINE[redacted]YOMING

FILED
BY: [signature]
MAY 29 1990
MARI[redacted]ENSEN
CLER[redacted] COURT

of Divorce from the Defendant.

2. That the Plaintiff is hereby awarded sole legal and physical custody of the minor children SHEBREE N. HALE, CLIFTON K. HALE and KEVIN C. HALE with reasonable visitation granted in the Defendant as set out in detail in the Separation Agreement filed herein.

3. That the Defendant, be and hereby is ordered and directed to pay to the Clerk of the District Court, P.O. Box 292, Pinedale, Wyoming 82941, with the case number included on the payment, the sum of $$261.67 per child per month adjusted to a total of $785.00 per month for the support of the parties minor children. Said support shall be payable in semi-monthly payments of $392.50. In accordance with §20-2-113 W.S. the Court shall maintain a confidential statement of the addresses and social security numbers of the parties, the name and addresses of the obligor's employers and names and birth dates of the the children to whom this order relates. Each party is hereby ordered to notify the Clerk of Court in writing within fifteen (15) days of any change in address. The first semi-monthly payment shall be considered to be due on 6/1/90 respectively and on the 1st and 15th day of each and every month thereafter until the respective minor children reach age nineteen or are otherwise emancipated or pending further order of this Court. Defendant shall be required to maintain a major medical health insurance policy for the benefit of said children and shall be responsible for one-half of all non-covered medical, dental, optical and other health related costs.

4. It is further ordered that the parties comply with W.S. §20-6-201, et seq., to provide for child support as herein ordered. The employer of the Defendant, shall withhold income due the Defendant and remit the same to the Clerk of the District Court. The withholding of income shall commence: (1) upon voluntary application by the said Defendant or, (2) subsequent to the filing of a notice of delinquency by the Plaintiff or assignee as provided in the above mentioned statutes.

5. The present address of the Plaintiff is P.O. Box 4277, Marbleton, Wyoming 83113. The present address of the Defendant is P.O. Box 122, Big Piney, Wyoming 83113. The Defendant is presently employed by Enron Oil and Gas Corporation, 1540 Belco Drive, Big Piney, Wyoming. The Plaintiff is presently employed by the Marbleton Inn, Marbleton, Wyoming and Sage Cafe, Big Piney, Wyoming. The social security numbers of the respective parties are:

Plaintiff: 520-72-9905,

Defendant: 520-812-524.

It is further ordered that each party notify the Clerk of District Court, P.O. Box 292, Pinedale, WYoming 82941, within fifteen (15) days of any change in their address or their employment.

6. That each party be and hereby is awarded those items of personal and real property as indicated in the Separation Agreement filed herein. Specifically the Plaintiff is awarded in part as her sole and separate property the following real property:

> Lots Ten (10), Eleven (11) and Twelve (12), Block Eleven (11),Marbleton Townsite, 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;

7. That the Separation Agreement entered into by the parties and filed herein is hereby incorporated into this Decree by reference and merged herein as if set forth in full. The parties are hereby ordered to abide by and comply with in full, the terms of said Separation Agreement.

DATED this 29th day of May, 1990.

D. TERRY ROGERS
District Court Judge

APPROVED AS TO FORM:

LEA RUVINKA
Attorney for Defendant

RALPH E. WOOD
Attorney for Plaintiff

THE STATE OF WYOMING
COUNTY OF SUBLETTE

MARILYN M. JENSEN, 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

ATTORNE
P.O. BOX 671
PINEDALE, WYOMING 82941

AFFIDAVIT

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 by written agreement heretofore made this affiant, PATRICIA E. LOONEY of Pinedale, Sublette County, Wyoming, Party of the First Part under said agreement and denoted therein as "Seller", did agree to sell and to convey the following-described real estate situate in the County of Sublette and State of Wyoming, to-wit:

> Lot 8 of Emigration Ranches Subdivision, Phase 1, as the same appears on the plat and map thereof 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 transmission lines, electric transmission lines, irrigation ditches and canals, and roads and ways, AND SUBJECT FURTHER TO all outstanding mineral interests,

unto CHARLOTTE L. MORGART and MYRON B. BRINKERHOFF, whose mailing address is P. O. Box 373, Big Piney, Wyoming 83113, Parties of the Second Part under said agreement and in said agreement denoted as "Purchaser";

2-

That upon payment for said real estate as provided in said agreement Seller will convey said real estate by statutory form of warranty deed unto Purchaser;

229075

RECORDED May 29 '90 AT 4:30 P.M.
IN BOOK 57 Misc PAGE 455
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

3-

Possession of the real estate above described has been delivered unto Purchaser and Purchaser may hold possession thereof under the terms of said agreement;

4-

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

5-

All taxes assessed and levied upon the property in the year 1989 and prior thereto shall be paid by Seller;

6-

All taxes levied upon said property in the year 1990 shall be pro-rated to May 25, 1990, and paid by the Purchaser; and all taxes levied upon said property in the year 1991, and thereafter, are by the terms of said agreement to be paid by Purchaser.

Patricia E. Looney
PATRICIA E. LOONEY

Subscribed and sworn to before me by PATRICIA E. LOONEY this 29th day of May, 1990.

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

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

CERTIFICATE OF PURCHASE

I, Hank Ruland, of legal age, hereby certify that I am the (Deputy) Sheriff of Sublette County, Wyoming, and further:

1. That on the 30th day of May, 1990, 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 5, Block 3, Ball First Addition to the town of Marbleton, 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 Subletter 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 Thirty Three Thousand & Thirty Three dollars & no/100 Dollars ($ 33,033.00), 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.

229080

RECORDED May 30 19 90 10:10 A M
IN BOOK 57 Misc. PAGE 457
FEES $ 2.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

Hank Ruland
(Deputy) Sheriff

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

The foregoing instrument was acknowledged before me by HANK RULAND this 30th day of MAY, 1990.

Witness my hand and official 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.

PROOF OF PUBLICATION

NOTICE OF FORECLOSURE

Default having occurred on a Mortgage dated June 3, 1985 given by John W. Kitchen to First Security Bank of Rock Springs, to secure the payment of a Promissory Note in the amount of Fifty One Thousand Nine Hundred and no/100 Dollars ($51,900.00) of even date therewith, which Mortgage embraced the following described real property:

Lot 5, Block 3, Ball First Addition to the Town of Marbleton, Sublette County, Wyoming.

which Mortgage was duly recorded on June 5, 1985, in Book 43 of Mortgages, Page 698, at the Office of the County Clerk of Sublette County, Wyoming. Said Mortgage was assigned to Wyoming Community Development Authority by an assignment of Mortgage recorded on June 5, 1985 in Book 43 or Mortgages, Page 703.

WHEREAS, the default has occurred by reason of failure of the Mortgagors 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 or its assignees hereby electing to declare the entire debt secured thereby to be due and payable as provided by law; and

WHEREAS, no suit or proceeding has been instituted at law to recover the debt remaining secured by said Mortgage or any part thereof;

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 bidder for cash, at public venue, at the hours of 10:00 o'clock A.M. on the 30th day of May, 1990, that the amount due and owing at the date of this notice is Forty Nine Thousand Two Hundred Five and 92/100 Dollars ($49,205.92) unpaid principal, interest to date of Four Thousand One Hundred Ninety One and 34/100 Dollars ($4,191.34) plus further interest to date of sale, late charges, attorney fees, and costs of the foreclosure action; said sale to take place at the door of the County Courthouse Building, Sublette County, Wyoming.

Dated this 30th day of April, 1990.

John M. Scorsine
Scorsine Law Offices
P.O. Box 1152
1400 Dewar Drive, Suite 205
Rock Springs, WY 82902
(307) 382-8017

Publish in the **Pinedale Roundup** May 3, 10, 17, 24, 1990.

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

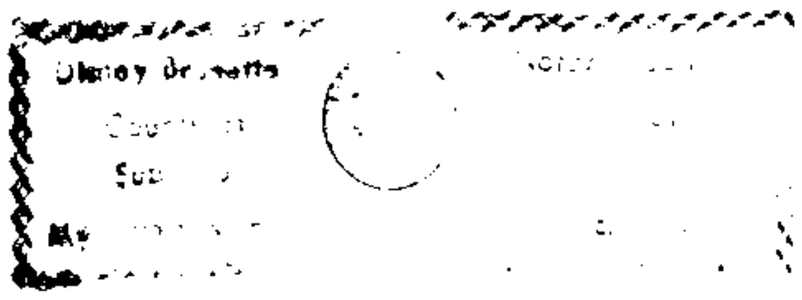
I, ... Paul Rock .....[redacted], being first dully sworn, deposes and says that he is the Editor of The Pinedale Roundup, a weekly newspaper published at Pinedale, in said County and State, that the annexed notice was published in.....4.....consecutive issues of said paper and not in a supplement, the first publication thereof being of the.....3.....day of .....May....., 19.90 and the last publication thereof on the.....24.....day of.....May..,19.90

Paul A. Rock

Subscribed in my presence and sworn to before me this .....30..... day of .....May....., 19.90

Notary Public

My Commission expires October 7, 1990



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

AFFIDAVIT

I, John M. Scorsine, 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 First Security Bank of Rock Springs in a mortgage foreclosure proceeding against John W. Kitchen concerning the following described real property:

> Lot 5, Block 3, Ball First Addition to the Town of Marbleton, Sublette County, Wyoming.

4. That mortgage foreclosure proceedings have been instituted due to Mortgagor's default of Mortgage dated June 5, 1985 in favor of First Security Bank of Rock Springs and duly recorded at the Office of the Sublette County Clerk, Wyoming, in Book 43 of Mortgages, Page 698. Said Mortgage was assigned to Wyoming Community Development Authority recorded on June 5, 1985 in Book 43 of Mortgages, Page 703.

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: John W. Kitchen, P.O. Box 531, Big Piney, Wyoming 83113 at least ten (10) days before the required publication of notice of sale was made for four (4) consecutive weeks, beginning on April 30, 1990. See copies of letter dated March 16, 1990 attached hereto as Exhibit "A".

FURTHER, YOUR AFFIANT saveth not.

John M. Scorsine
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 John M. Scorsine this 18 day of ~~April~~ May, 1990.

Notary Public

My Commission Expires: 5-19-93.

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

David E. Arnold

April 1, 1990

Resident or Tenant
712 East 5th Street
P.O. Box 4543
Marbleton, WY 83113

Certified Mail No. 074-448-933

Dear Resident or Tenant:

The purpose of this letter it is advise you that First Security Bank of Rock Springs is in the process of foreclosing upon the property of which you are a resident or tenant, which John W. Kitchen is the record owner.

A copy of the letter sent to John W. Kitchen is enclosed. As you will note by the attached Mortgage, John W. Kitchen is the title record owner and First Security Bank of Rock Springs 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 First Security Bank of Rock Springs 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

sine
law

● **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:
Resident or Tenant
712 E. 5th Street
P.O. Box 4543
Marbleton, Wyo 83113.

4. Article Number
P 074 448 933

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 Melanie Nolan

6. Signature – Agent
X

7. Date of Delivery APR 06 1990

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

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC

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
David E. Arnold

March 16, 1990

John W. Kitchen
P.O. Box 531
Big Piney, WY 83113

Certified Receipt # 074 448 927

Dear Mr. Kitchen:

The purpose of this letter is to advise you that First Security Bank of Rock Springs, 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 712 East 5th Street, Marbleton, Wyoming, which property is described legally as follows:

> Lot 5, Block 3, Ball First Addition to the Town of Marbleton, Sublette County, Wyoming.

You are hereby formally advised that Loan #940712250010885 and the note you executed on June 3, 1985, is in default. The mortgage securing that note is dated June 5, 1985 and was recorded in the Sweetwater County Clerk's Office on the 5th day of June, 1985, in Book 43 of Page 698.

As of March 14, 1990, the total indebtedness, including principal, interest and late charges, less the reserve balance, is $52,958.75. That figure increases by $15.33 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 Big Piney Roundup of Big Piney, 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,

John M. Scorsine

JMS:jm
Encl.

cc: First Security Bankof Rock Springs

corsine Law Office
P.O. Box 1152
Rock Springs, WY 82902-1152

Address Correction Requested
Forward Mail

CERTIFIED
P 074 448 927
MAIL

RETURNED TO SENDER
REASON CHECKED
Unclaimed ___ Refused ___
Attempted Not Known ___
Insufficient Address ___
No such street ___ number ___
No such office in state ___
Do not remail in this envelope

John W. Kitchen
P.O. Box 531
Big Piney, WY 83115

ROCK SPRINGS WYO 1725161 U.S. POSTAGE 2 00

MAR 17 1990

Scorsine
t Notice 4-10-90
nd Notice ___
Return ___

March 16, 1990

3-29
4-2

PS Form

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

AFFIDAVIT

I, John M. Scorsine, 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 First Security Bank of Rock Springs, Mortgagee of the mortgage herein.

4. That there is no agreement, express or implied, between himself and his client, First Security Bank of Rock Springs, nor between himself and any other person for any sharing or division of the Six Hundred and no/100 Dollars ($600.00) 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 saveth not.

John M. Scorsine
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 John M. Scorsine this 17 day of ~~April~~ May, 1990.

Notary Public

My Commission Expires: 8-9-93.

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

SUBLETTE COUNTY, WYOMING

IN THE MATTER OF THE ESTATE OF EMMA H. GRASSELL, Deceased	)	Probate No. 1310

FILED
BY:
MAY 29 1990
[illegible] JENSEN
[illegible] COURT
PINEDALE, WYO

ORDER APPROVING FINAL REPORT
AND DECREE OF DISTRIBUTION

THIS MATTER comes on for hearing before the Court on the 18th day of May, 1990, on the Final Report and Petition for Distribution as presented to the Court on behalf of the Personal Representative of the above captioned estate, and the Court, having examined said Final Report and Petition for Distribution and having examined the Waiver of Notice and Consent and Accounting to Approval of Final Report, as duly executed by all persons having an interest in the above captioned estate and presented to the Court, the Court finds that it has full and complete jurisdiction over the subject matter and all interested parties, and therefore this matter ought to proceed on to final hearing and determination on the merits.

This matter proceeding on to final hearing and determination, the Court specifically finds that each and all of the statements made in the said Final Report and Petition for Distribution are true and correct; that no accounting is required for this estate since all persons interested in the estate have waived said accounting; that no federal or state taxes are due on account of this estate; that the conduct of the Personal Representative in the administration of this estate as reflected in said report is in accordance with the law and the prior Orders of this Court; that the administration of said estate is fully

RECORDED May 31 @ 2:45
IN BOOK 57 MISC PAGE 466
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany Hunt

229112

and finally concluded and that said estate is ready for distribution, and that, therefore, order ought to be entered at this time fully and finally approving, ratifying and confirming the Final Report and Petition for Distribution, and all doings of the Personal Representative in the premises; that Kenneth M. Grassell and George L. Grassell are entitled to distribution of all of the assets of the estate, each an undivided one-half (½) interest; and that decree ought to be entered providing for the full and final distribution of this estate, and the closing thereof.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED as follows:

1. That the final Report and Petition for Distribution be and the same hereby is fully and finally ratified, confirmed and approved, and all of the doings of the Personal Representative in the premises be and the same are hereby fully and finally approved.

2. That the Personal Representative shall proceed to make final distribution of all assets of this estate now in his hands, and that all of the assets of the estate which are in the hands of the Personal Representative for distribution are hereby declared to be the sole property of and are hereby set over to and vested absolutely in:

KENNETH M. GRASSELL — one-half (½) undivided interest

GEORGE L. GRASSELL — one-half (½) undivided interest

which property includes all right, title and interest of the decedent in the following described real property:

T35N, R113W of the 6th P.M., Sublette County, Wyoming
Sec 4: SE¼SE¼
Sec 3: S½SW¼
Sec 10: N½NW¼, SE¼NW¼, NE¼SW¼, SW¼NE¼, N½SE¼, SE¼SE¼
Sec 11: S½SW¼
Sec 14: E½NW¼, SW¼NE¼

Lot 1, Daniel Third Plat, Sublette County, Wyoming, (formerly platted as Lots 2, 3, 4, 5, 6, Block 1, Townsite of Daniel, Sublette County, Wyoming)

In making such distributions the Personal Representative shall execute and deliver such assignments and negotiations and

like instruments that shall be necessary or appropriate to effectuate said distribution.

3. That any and all after-discovered property of whatsoever nature and wherever located, if any there be, shall be and the same hereby is distributed to Kenneth M. Grassell and George L. Grassell in the shares before set forth.

4. That when the Personal Representative has completed the distribution of all estate assets, as ordered herein, with all documentation necessary with respect thereto, the Personal Representative shall file with the Court his Petition for Discharge.

DATED this 22 day of November, 1990.

BY THE COURT:

ELIZABETH A. KAIL,
District Court Judge

THE STATE OF WYOMING
COUNTY OF SUBLETTE

MARILYN M. JENSEN, 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

SUBLETTE COUNTY

RECORDED June 7 1990 3:12 P.M.
IN BOOK 57 Misc PAGE 469
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A. Cheney Deputy

ASSIGNMENT OF INTEREST

For good and valuable consideration Alexander Morrison, the Beneficiary under the Assignment of Interest recorded on May 30, 1990 transferring all rights, title, and interest in that Agreement for Warranty Deed and a Quit Claim Deed dated April 14th, 1987 executed by R.W. Preston, a single man, with First National Bank of Pinedale, Wyoming as escrow agent recorded in Sublette County, Wyoming given to secure payment in the amount of $14,879.74 and interest, has endorsed said Agreement and does hereby assign and transfer to Jerry Morrison and Jannette Morrison, Husband and Wife, all right, title, and interest in said Agreement, all rights accrued or to accrue under said Agreement.

Dated: May 31 1990

Alexander Morrison, by Jerry Morrison, Power of Attorney

STATE OF IDAHO, COUNTY OF

On this 31 day of May, 1990 before me a notary public in and for said State, personally appeared Jerry Morrison known to me to be the person whose name subscribed to the within instrument and acknowledged to me that executed the same.

Notary Public
Residing at , Idaho
Comm. Expires

AFFIDAVIT

CENTERLINE DESCRIPTION OF ACCESS ROADWAY EASEMENT GRANTED BY PAUL H. ANSPACH AND ANN ANSPACH, HUSBAND AND WIFE, TO JOHN F. JENSEN AND MARY GRACE JENSEN, HUSBAND AND WIFE, IN QUITCLAIM DEED RECORDED APRIL 10, 1990 IN BOOK 9, QUITCLAIM DEEDS, PAGE 344, OVER TRACT B, AS DESCRIBED IN THAT DOCUMENT. THE EASEMENT TO BE 60 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE SOUTH BOUNDARY OF SAID TRACT B, LOCATED S.89°39'00"E., A DISTANCE OF 274.32 FEET FROM THE SOUTHWEST CORNER OF SAID TRACT B;

THENCE FROM SAID POINT OF BEGINNING, N.53°47'21"W., A DISTANCE OF 338.70 FEET, TO A POINT OF TERMINATION ON THE WEST LINE OF TRACT B, SAID TERMINAL POINT BEING LOCATED N.00°18'00"E., A DISTANCE OF 198.42 FEET FROM THE SOUTHWEST CORNER OF TRACT B.

Per a stipulation of a quitclaim deed granted to John F. Jensen and Mary Grace Jensen by Paul H. and Ann Anspach recorded April 10, 1990 in Book 9, Quitclaim Deeds, page 344, over tract b, I am recording this document with the Sublette County Clerk in Pinedale, WY. This survey was completed by Rio Verde Engineering, Bob Harrower, in May of 1990.

Mary Grace Jensen 6/12/90
Mary Grace Jensen Date

STATE OF WYOMING
COUNTY OF SUBLETTE
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MARY GRACE JENSEN, THIS 12TH DAY OF JUNE, 1990.
WITNESS MY HAND AND OFFICIAL SEAL.

MY TERM EXPIRES: JAN 7, 1991

Mary L. Lankford
COUNTY CLERK
BY: Carol A. Cheeney, deputy

229231

RECORDED June 12 1990 3:00 P.M.
IN BOOK 57 Misc PAGE 470
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A Cheeney, deputy

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

At an election held in the Sublette County Clerk's Office, in the Sublette County Courthouse, in Pinedale, Wyoming, on the 11th day of June, 1990, the total number of persons voting was fifteen (15) and the following named persons received the following votes:

Laughter, Theron	12
Jennings, Pat	11
Omohundro, John	10
Murray, Debbie	4
Warell, William	4
Knieper, Carl	3
Stoddard, Dorothea	3
Clouse, Norman	2
Knieper, Wanda	2
Martin, Phyllis	2
Moore, J.B.	2
Munoz, Luis	2
Chapman, Mark	1
Laughter, Evelyne	1
Monday, William	1
Peters, Rogers	1
Stoddard, Robert	1

In accordance with the rules set forth, the top five people receiving votes were:

Laughter, Theron
Jennings, Pat
Omohundro, John
Murray, Debbie
Warell, William

I, Mary L. Lankford, certify and declare Theron Laughter, Pat Jennings, John Omohundro, Debbie Murray, and William Warell winning candidates for the governing committee for Jim Bridger Estates, 4th, 5th, and 6th Filings.

DATED at Pinedale, Wyoming, this 12th day of June, 1990.

Mary L. Lankford, County Clerk

229232

RECORDED June 12 1990 4:00 PM
IN BOOK 57 Misc. PAGE 471
FEES N/C Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

State of Wyoming)
) ss
County of Sublette)

The foregoing instrument was acknowledged before me by Mary L. Lankford, this 12th day of June, 1990.

Witness my hand and official seal.

Notary Public

My Commission Expires: Feb 10, 1993.

EASEMENT AGREEMENT

WHEREAS, BRAD M. RADAKOVICH, a married man as his sole property, BRYAN R. RADAKOVICH, a married man, as his sole property, and PAUL J. RADAKOVICH, a married man, as his sole property, all of Rock Springs, Wyoming, hereinafter called OWNERS, each own an undivided one-third interest of the North one-half of Tract Number Six of Sheet Ten of the Hoback Ranches Subdivision as platted and filed in the office of the Sublette County Clerk in Pinedale, Wyoming.

WHEREAS, HOBACK RANCHES, a Wyoming Corporation of Afton, Wyoming, hereinafter called HOBACK, has retained under Protective Covenant Number Twenty, as recorded in the office of the Sublette County Clerk in Pinedale, Wyoming, a perpetual easement 33 feet in width around the perimeter of each tract.

WHEREAS, it is necessary for HOBACK to use subject easement for the purpose of ingress and egress by the present and future owners of the South one-half of said Tract Six, Sheet Ten.

WHEREAS, OWNERS would prefer that the access to the said South one-half of Tract Six, Sheet Ten be designated on the existing route and roadway presently used and that the access road not be placed in the prescribed easement of said Protective Covenant which would necessitate the removal of live trees.

THEREFOR, it is mutually agreed by HOBACK and by OWNERS that the access for the present and future owners of said South one-half of Tract Six, Sheet Ten shall be over the existing roadway on the Westerly end of the said North one-half of Tract Six Sheet Ten and that HOBACK herein waives and makes void the easement on the West boundary of the North one-half of said Tract Six, Sheet Ten.

Signed this 30th day of May, 1990.

HOBACK RANCHES, INC.

By: Doyle Child
Doyle Child, President

HOBACK RANCHES CORPORATE SEAL WYOMING

Attest: Tom Davis
Secretary

Brad M. Radakovich
Brad M. Radakovich

Bryan R. Radakovich
Bryan R. Radakovich

Paul J. Radakovich
Paul J. Radakovich

229246

RECORDED June 13 19 90 2:45 P M
IN BOOK 57 Misc. PAGE 472
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF WYOMING)
)
COUNTY OF LINCOLN)

On this 25th day of May, 1990 appeared before me Doyle Child Tom Davis, known to me as the President and Secretary of Ranches, Inc., who signed the foregoing as their free act.

Notary Public

My commission expires March 9 1992.

STATE OF WYOMING)
)
COUNTY OF SWEETWATER)

On this 31st day of May, 1990 appeared before me Brad M. Radakovich, Bryan R. Radakovich and Paul J. Radakovich, who signed the foregoing instrument as their free act.

Notary Public

My commission expires: August 6, 1991.

MEMORANDUM OF SALE AGREEMENT

An agreement has been entered into between Richard Lemer, a married man, as Seller, and Janet Lee Kenyon, a married woman, as Buyer, whose address is 1 Bonita Avenue, Isle of Capri, Naples, Florida 33962, for the sale and purchase of the following described real estate:

> Tracts 10 and 11, Sheet 8, Hoback Ranches Subdivision, Sublette County, Wyoming, formerly known as the W1/2E1/2SE1/4NW1/4 and E1/2W1/2SE1/4NW1/4 of Section 2, T36N, R113W, 6th P.M., Sublette County, Wyoming.
>
> Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, rights and rights-of-way of sight and/or record.

Buyer shall be entitled to enter into possession of the above-described property on the date of closing.

Seller shall, upon payment in full of the purchase price as provided in said agreement, cause a Warranty Deed conveying the above-described property to be delivered to the Buyer, subject to Seller's right to terminate the contract for default.

This memorandum is for information and recordation purposes only and does not constitute the entire agreement between the parties.

229257

RECORDED June 14 1990 3:45PM
IN BOOK 57 Misc. PAGE 474
FEES 4.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mon Riley

Richard C Lemer
Richard Lemer

Janet Lee Kenyon
Janet Lee Kenyon

STATE OF North Carolina)
) ss.
COUNTY OF Pasquotank)

The foregoing instrument was acknowledged before me by Richard Lemer this 31st day of May, 1990.

Witness my hand and official seal.

Notary Public

My Commission Expires: My Commission Expires May 26, 1993.

STATE OF Florida)
) ss.
COUNTY OF Lee)

The foregoing instrument was acknowledged before me by Janet Lee Kenyon this 4th day of June, 1990.

Witness my hand and official seal.

Notary Public

My Commission Expires: 12/4/91

229261

CERTIFICATE OF SALE

RECORDED June 15 1990 10:00 A.M.
IN BOOK 57 Misc. PAGE 475
FEES 22.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

JACK N. CAIN, or his duly qualified Deputy, being first duly sworn upon his/her oath, deposes and states:

1. Jack N. Cain is the duly qualified and acting Sheriff of the County of Sublette, State of Wyoming, and pursuant to the authority in him vested by virtue of his office as Sheriff, and pursuant to Notice of Mortgage Foreclosure Sale duly published in the Pinedale Roundup on May 17, 24, 31, and June 7, 1990, according to law, wherein said Notice of Mortgage Foreclosure Sale stated that the following described real estate, to-wit:

Lot 2, Block 10, Hennick's Second Addition to the Town of Pinedale, Sublette County, Wyoming,

owned by Phillip D. Essington and Diane Essington, formerly husband and wife, would be foreclosed by a sale of the mortgaged real estate or so much thereof as may be necessary to satisfy the amount due on said Mortgage Deed and the Note secured thereby amounting to the sum of $45,746.78, including attorney's fees and accrued interest through June 15, 1990, plus costs and expenses of the foreclosure, which sale was held on June 15, 1990, at 10:00 a.m. at public auction by the Sheriff or Deputy Sheriff of Sublette County, Wyoming, to the highest bidder for cash according to law at the front door of the Sublette County Courthouse, Pinedale, Sublette County, Wyoming; and said notice having been published on the above mentioned dates in the above mentioned newspaper, which is a newspaper of general circulation published weekly at Pinedale, Sublette County, Wyoming, and the Affidavit of Publication of said notice having been properly presented to and exhibited to the undersigned, said notice reciting that such sale would be made at the time and place and in the manner therein stated as above, the undersigned, being expressly authorized and directed by said Notice of Mortgage Foreclosure

Sale, proceeded to sell the real estate described on said Mortgage Deed and notice of foreclosure sale, whereupon Goldome Realty Credit Corp. did bid the sum of $46,244.44 for said property, which is the highest and best sum bid for said real estate and the same was accordingly struck off and sold by the undersigned to Goldome Realty Credit Corp. for the sum of $46,244.44.

The undersigned further states that the sale of said real estate was made as aforesaid on the day and at the time in full compliance with the terms of said Mortgage Deed and said Notice of Mortgage Foreclosure Sale and the statutes of the State of Wyoming governing said foreclosure sale, and in all respects honestly, fairly and regularly conducted according to his or her best knowledge and belief; that this Certificate of Sale is given to said purchaser to perpetuate the evidence of said sale.

The purchaser will be entitled to a Sheriff's Deed conveying all right, title and interest of said mortgagors in and to the real estate so sold to said purchaser as aforesaid, unless the same shall have been redeemed according to law on or before four (4) months from and after June 15, 1990.

DATED at Sublette, Pinedale County, Wyoming, this 15th day of June, 1990.

JACK N. CAIN
Sublette County Sheriff

By: _____

The foregoing Certificate of Sale was acknowledged before me by Henry Schmidt on the 15th day of June, 1990.

Witness my hand and official seal.

Jan Riley - Notary Public
County of Sublette State of Wyoming
My Commission expires Oct. 2, 1993

Jan Riley
Notary Public

My Commission expires: 10-2-93

AFFIDAVIT

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

Comes now, JERRY A. YAAP, of lawful age, being first duly sworn upon his oath, and deposes and states upon personal knowledge:

1. Affiant is an attorney-at-law duly licensed to practice in the State of Wyoming, and represents Goldome Realty Credit Corp., in the mortgage foreclosure against Phillip D. Essington and Diane Essington, formerly husband and wife.

2. A default has been made in the Promissory Note and Mortgage executed by Phillip D. Essington and Diane Essington, husband and wife to Rainier Mortgage Company, on October 31, 1980, which Mortgage was recorded on October 31, 1980, in Book 33 of Mortgages, page 325, of the records of Sublette County, Wyoming, and which Mortgage was subsequently assigned to Goldome Realty Credit Corp. on December 2, 1987, which Assignment was recorded on January 12, 1988, in Book 48 of Mortgages, page 743, of the records of Sublette County, Wyoming.

3. No suit has been filed against Phillip D. Essington and Diane Essington, formerly husband and wife, to foreclose the mortgage.

4. Written notice was served by certified mail, return receipt requested, upon the record owners of the real estate, to-wit: Phillip D. Essington and Diane Essington, at the last known address of Post Office Box 1272, Pinedale, Wyoming 82941, on May 2, 1990, which was more than ten (10) days before the first publication.

5. Written notice was served by certified mail, return receipt requested, upon the occupant or person in possession of the real estate at the property address of: 231 North Fremont Avenue, Pinedale, Wyoming 82941, on May 2, 1990, which was more than ten (10) days before the first publication.

6. Further affiant sayeth naught.

DATED this 12th day of June, 1990.

JERRY A. YAAP

Subscribed and sworn to before me this 12th day of June, 1990, by JERRY A. YAAP.

Witness my hand and official seal.

Roberta Hartford · Notary Public
County of Natrona
State of Wyoming
My Commission Expires Sept. 12, 1991

Notary Public

AFFIDAVIT

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

JERRY A. YAAP, of lawful age, being first duly sworn upon his oath, deposes and states upon personal knowledge:

1. Affiant is an attorney-at-law duly licensed to practice law in the State of Wyoming.

2. Affiant is a partner in the law firm of Bishop, Bishop & Yaap, who represents Goldome Realty Credit Corp., in the foreclosure action against Phillip D. Essington and Diane Essington, formerly husband and wife, with the foreclosure sale to be held in Pinedale, Sublette County, Wyoming, at the front door of the Sublette County Courthouse, on June 15, 1990, at 10:00 a.m., pursuant to foreclosure by power of sale.

3. This Affidavit is made pursuant to Wyoming Statutes, 1977, §34-4-112, for the purpose of filing with the Sheriff of Sublette County, Wyoming, or his duly authorized Deputy, who shall conduct the sale under such foreclosure.

4. There has been and there is no agreement, express or implied, between the law firm of Bishop, Bishop & Yaap and Goldome Realty Credit Corp., nor between Bishop, Bishop & Yaap and any other persons for any share or division of the attorney's fees allowed or added to the debt involved herein, and said fee is compensation for services actually rendered in the foreclosure proceedings by the law firm of Bishop, Bishop & Yaap.

5. Further affiant sayeth naught.

DATED this 13th day of June, 1990.

JERRY A. YAAP

Subscribed and sworn to before me this 13th day of June, 1990, by JERRY A. YAAP.

Witness my hand and official seal.

Roberta Hartford - Notary Public
County of Natrona State of Wyoming
My Commission Expires Sept. 12, 1991

Notary Public

480

PROOF OF PUBLICATION

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

NOTICE OF MORTGAGE FORE-CLOSURE SALE

PHILLIP D. ESSINGTON AND DIANE ESSINGTON, husband and wife, on October 31, 1980, mortgaged to Rainier Mortgage Company, the following described real estate situated in Sublette County, Wyoming, to-wit:

Lot 2, Block 10, Hennick's Second Addition to the Town of Pinedale, Sublette County, Wyoming.

including all buildings and improvements thereon, to secure the payment of $44,500.00, which Mortgage was recorded on October 31, 1980, in Book 33 of Mortgages, page 325, in the office of the County Clerk and Ex-Officio Registrar of Deeds in and for Sublette County, Wyoming. The mortgagors have failed to pay the principal and interest when the same came due and payable and in this and otherwise have defaulted in the performance of the conditions and terms of the Mortgage, and the power of sale has become operative and the mortgagee elects to declare the entire balance due and payable and to exercise the power to foreclose the Mortgage by advertisement and sale as provided in the Mortgage. No suit has been instituted at law to recover the debt secured by the Mortgage. The amount due and owing on the said Note and Mortgage as of June 15, 1990, is $45,746.78, including attorney's fees and accruing interest in the amount of $14.85 per day from November 1, 1989, until date of sale, plus costs and expenses of the foreclosure.

Therefore, take notice that pursuant to the mortgage statutes of the State of Wyoming, the Mortgage will be foreclosed and the aforesaid premises will be sold at public vendue by the Sublette County Sheriff at 10:00 a.m. on June 15, 1990, at the front door of the Sublette County Courthouse, Pinedale, Sublette County, Wyoming.

DATED this 12th day of May, 1990.

Goldome Realty Credit Corp.
c/o Bishop, Bishop & Yaap
Attorneys at Law
P.O. Box 655
Casper, Wyoming 82602

Publish in the **Pinedale Roundup** May 17, 24, 31, June 7, 1990.

I, Paul Rock [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 17 day of May, 1990 and the last publication thereof on the 7 day of June, 1990.

Paul A. Rock

Subscribed in my presence and sworn to before me this 7 day of June, 1990

Sidney Brunetto
Notary Public

My Commission expires October 7, 1990

Sidney Brunetto
County of
Sublette
My [illegible]
Notary Public
of
[illegible]

[redacted]
CASPER, [illegible] 82602-655

MARVIN L. BISHOP, JR. (1897-1973)
MARVIN L. BISHOP, III
JERRY A. YAAP

[redacted]
SUITE 304 ODD FELLOW BLDG.
PHONE (307) 265-4621
TELECOPIER NO. (307) 235-6602

May 2, 1990

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Occupant or Person in Possession
231 North Fremont Avenue
Pinedale, Wyoming 82941

Re: Goldome Realty Credit Corp. Mortgage Foreclosure
Property Address: 231 North Fremont Avenue
Pinedale, Wyoming 82941

Dear Sir or Madam:

You are hereby notified that Goldome Realty Credit Corp., the holder and assignee of the Promissory Note and Mortgage executed by Phillip D. Essington and Diane Essington to Rainier Mortgage Company, in the principal sum of $44,500.00, together with interest at the rate of thirteen percent (13.00%) per annum until paid, intends to foreclose upon the Note and Mortgage in the principal sum of $41,696.47, plus accruing interest until paid, plus reasonable attorney's fees and costs.

You are hereby notified that unless said indebtedness is brought current prior to ten days from date of this letter, I will cause publication to be made pursuant to the power of sale in said Mortgage by publishing Notice of Mortgage Foreclosure Sale once a week for four consecutive weeks in the Pinedale Roundup, and unless said indebtedness is paid, a public sale will be held, at which time said property, which is described as Lot 2, Block 10, Hennick's Second Addition to the Town of Pinedale, Sublette County, Wyoming, will be sold to the highest bidder for cash.

Very truly yours,

BISHOP, BISHOP & YAAP

Jerry A. Yaap

JAY:bh

cc: Ms. Diva Sperduto, Goldome Realty Credit Corp.

BISHOP, BISHOP & YAAP 482
ATTORNEYS AT LAW
P O. BOX 655
CASPER, WYOMING 82602-655

MARVIN L. BISHOP, JR. (1897-1973)
MARVIN L. BISHOP, III
JERRY A. YAAP

SUITE 304 ODD FELLOW BLDG.
PHONE (307) 265-6621
TELECOPIER NO. (307) 235-6602

May 2, 1990

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Phillip D. Essington
Post Office Box 1272
Pinedale, WY 82941

Re: Goldome Realty Credit Corp. - Notice of Intent to Foreclose

Dear Mr. Essington:

You are hereby notified that Goldome Realty Credit Corp, the holder and assignee of the Promissory Note and Mortgage which you executed to Rainier Mortgage Company, in the principal sum of $44,500.00, together with interest thereon at the rate of thirteen percent (13.00%) per annum until paid, intends to foreclose upon the Note and Mortgage in the principal sum of $41,696.47, plus accruing interest until paid, plus reasonable attorney's fees and costs.

You are hereby notified that unless this indebtedness is brought current prior to ten days from date of this letter, I will cause publication to be made pursuant to the power of sale in said Mortgage by publishing Notice of Mortgage Foreclosure Sale once a week for four consecutive weeks in the Pinedale Roundup, and unless said indebtedness is paid, a public sale will be held, at which time said property, which is described as Lot 2, Block 10, Hennick's Second Addition to the Town of Pinedale, Sublette County, Wyoming, will be sold to the highest bidder for cash.

Very truly yours,

BISHOP, BISHOP & YAAP

Jerry A. Yaap

JAY:bn

cc: Ms. Diva Sperduto, Goldome Realty Credit Corp.

[redacted]
MARVIN L. BISHOP, JR. (1897-1973)
MARVIN L. BISHOP, III
JERRY A. YAAP
CASPER, [redacted] WYOMING 82602-455
SUITE 304 ODD FELLOW BLDG.
PHONE (307) 265-6821
TELECOPIER NO. (307) 235-6602

May 2, 1990

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mrs. Diane Essington
Post Office Box 1272
Pinedale, WY 82941

Re: Goldome Realty Credit Corp. - Notice of Intent to Foreclose

Dear Mrs. Essington:

You are hereby notified that Goldome Realty Credit Corp, the holder and assignee of the Promissory Note and Mortgage which you executed to Rainier Mortgage Company, in the principal sum of $44,500.00, together with interest thereon at the rate of thirteen percent (13.00%) per annum until paid, intends to foreclose upon the Note and Mortgage in the principal sum of $41,696.47, plus accruing interest until paid, plus reasonable attorney's fees and costs.

You are hereby notified that unless this indebtedness is brought current prior to ten days from date of this letter, I will cause publication to be made pursuant to the power of sale in said Mortgage by publishing Notice of Mortgage Foreclosure Sale once a week for four consecutive weeks in the Pinedale Roundup, and unless said indebtedness is paid, a public sale will be held, at which time said property, which is described as Lot 2, Block 10, Hennick's Second Addition to the Town of Pinedale, Sublette County, Wyoming, will be sold to the highest bidder for cash.

Very truly yours,

BISHOP, BISHOP & YAAP

Jerry A. Yaap

JAY:bh

cc: Ms. Diva Sperduto, Goldome Realty Credit Corp.

BISHOP, BISHOP & YAAP
ATTORNEYS AT LAW
P.O. BOX 655
CASPER, WYOMING 82602-0655

CERTIFIED
P 882 625 479
MAIL

RETURNED TO SENDER
UNCLAIMED

CASPER, WY
PM
MAY 2
1990

Mr. Phillip D. Essington
Post Office Box 1272
Pinedale, WY 82941

Name
1st Notice MAY 2 4 1990
2nd Notice
Return

BOX # 1272
1st N... 5-4
2r... 5-9
RETURN... 5-19

BISHOP, BISHOP & YAAP
ATTORNEYS AT LAW
P.O. BOX 655
CASPER, WYOMING 82602-0655

CERTIFIED
P 882 625 478
MAIL

CASPER, WY
PM
MAY 2
1990

Occupant or Person in Possession
231 North Fremont Avenue
Pinedale, Wyoming 82941

Name
1st Notice MAY 07 1990
2nd Notice
Return

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 so 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 address of addressee's address. 2. ☐ Restricted Delivery *(Extra charge)*

3. Article Addressed to:
Mrs. Diane Essington
P.O. Box 1272
Pinedale, WY 82941

4. Article Number
P 882 625 480

Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

5. Signature – Addressee
X
6. Signature – Agent
X

7. Date of Delivery
MAY 07 1990

Always obtain signature of addressee or agent and DATE DELIVERED.
8. Addressee's Address *(ONLY if requested and fee paid)*

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

484

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

A F F I D A V I T

Robert R. Black, of lawful age, being first duly sworn upon his oath according to law, deposes and says:

1. That Margaret Black died at Rock Springs, Sweetwater County, Wyoming, on October 14, 1989.

2. That Robert R. Black and Margaret Black were married to each other on April 20, 1945, at Santa Rosa, Sonoma County, State of California.

3. That on the 8th day of September, 1981, Robert R. Black and Margaret Black, husband and wife, purchased the following described real property from John S. Kauchich and Georgia Rae Kauchich, husband and wife:

> Lot numbered Six (6), Block numbered One (1), of the Cooley Ninth Addition to the Town of Pinedale, Sublette County, Wyoming, as said lot is laid down and described on the official map of said addition, duly filed and recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, together with all improvements thereon, and easements, appurtenances and incidents belonging or appertaining thereto, or used in connection therewith; subject, however, to all mining, mineral and other exceptions, reservations, easements, covenants, conditions and rights of way of record.

4. That John S. Kauchich and Georgia Rae Kauchich, husband and wife, duly and regularly executed and delivered a Warranty Deed dated September 8, 1981, in favor of Robert R. Black and Margaret Black, 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 the 11th day of September, 1981, in Book 22 of Deeds on Page 657.

5. That at the time of said purchase, and the execution and delivery of the above-described warranty deed, the conveyance of the real property hereinabove described was made to Robert R. Black and Margaret Black, husband and wife, which created an estate by the entireties, and they owned and held the title to said real property as such husband and wife continuously from said September 8, 1981, until the death of Margaret Black on October 14, 1989.

6. That Robert R. Black survived Margaret Black, and by virtue thereof, said estate by the entireties vested in him upon the death of said Margaret Black, and that he then became the owner in fee simple of all the real property held as such tenants by the entireties hereinbefore particularly described.

7. That this affidavit is made in accordance with the provisions of Section 34-6-102, Wyoming Statutes, 1977, and that the Certificate of Death hereunto annexed, and by this reference made a part of this affidavit, is a copy of the official death certificate of the decedent, Margaret Black, certified to by the public authority in which such original death certificate is made of record.

229304

RECORDED June 21 19 90 10:25 A M
IN BOOK 57 Misc. PAGE 486
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Dated this 20 day of June, 1990.

Robert R. Black

Robert R. Black

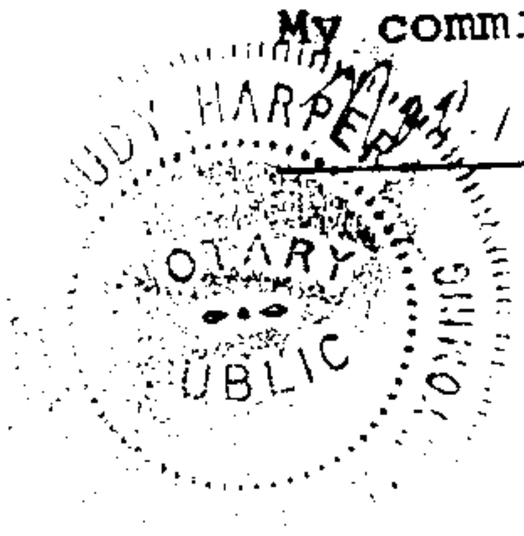
Subscribed and sworn to before me this 28th day of June, 1990.

Judy Harper

Notary Public

My commission expires:

May 10, 1990



488

135

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

1. DECEDENT-NAME FIRST	MIDDLE	LAST	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
MARGARET	JANE	BLACK	Female	October 14, 1989

4. SOCIAL SECURITY NUMBER	5a. AGE-Last Birthday (Years)	5b. UNDER 1 YEAR Months	Days	5c. UNDER 1 DAY Hours	Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
520-38-8651	65					April 26, 1924

7a. PLACE OF DEATH (Check only one)

HOSPITAL: ☐ Inpatient ☐ ER/Outpatient ☐ DOA — OTHER: ☐ Nursing Home ☒ Residence ☐ Other (Specify)

7b. FACILITY NAME (If not institution, give street and number)	7c. CITY, TOWN, OR LOCATION OF DEATH	7d. COUNTY OF DEATH
1108 Lincoln Avenue	Rock Springs	Sweetwater

8. STATE OF BIRTH (If not in U.S.A., name country)	9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify)	10. SURVIVING SPOUSE (If wife, give maiden name)
California	Married	Robert R. Black

11. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no)	12a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)	12b. KIND OF BUSINESS OR INDUSTRY
No	Registered Nurse - Retired	Health Care

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Sweetwater	Rock Springs	1108 Lincoln Avenue

13e. INSIDE CITY LIMITS? (Specify yes or no)	14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes-If yes, specify Cuban, Mexican, Puerto Rican, Etc.)	15. RACE-American Indian, Black, White, Etc. (Specify)	16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12)	College (1-4 or 5+)
Yes	No ☒ Yes ☐ (Specify)	White	12	4

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
J.	C.	ALEXANDER	OTILLIE		FLIER

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Mr. Robert R. Black	Husband

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIPCODE
1108 Lincoln Avenue	Rock Springs, Wyoming		82901

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY-NAME	20d. LOCATION CITY OR TOWN	STATE
Burial	Oct. 18, 1989	Rest Haven Memorial Gardens	Rock Springs, Wyoming	

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
▶ [signature]	398	Vase Funeral Home	85	154 Elk Street Rock Springs, Wyoming

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

22a. 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]

22b. DATE SIGNED (Mo., Day, Yr.)	22c. HOUR OF DEATH
October 19, 1989	11:35A M

22d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)

To be Completed by CORONER Only

23a. 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

23b. DATE SIGNED (Mo., Day, Yr.)	23c. HOUR OF DEATH
October 16, 1989	11:35A M

23d. PRONOUNCED DEAD (Mo., Day, Yr.)	23e. PRONOUNCED DEAD (Hour)
October 14, 1989	12:05P M

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print)
John E. Guicheteau, M.D., 1208 Hilltop Drive, Rock Springs, Wyoming 82901

25a. REGISTRAR (Signature) ▶ [signature]	25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
	October 19, 1989

CAUSE OF DEATH

PART I. Enter the diseases, injuries, or complications that caused death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.

26.		Approximate Interval Between Onset and Death
IMMEDIATE CAUSE (Final disease or condition resulting in death) ▶	Adeno Carcinoma Cecum	29 mos.
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST	DUE TO (OR AS A CONSEQUENCE OF):	
	b. DUE TO (OR AS A CONSEQUENCE OF):	
	c. DUE TO (OR AS A CONSEQUENCE OF):	
	d.	

PART II. OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not related to cause given in PART I

Brain Metatasis - Seizure

27. AUTOPSY (Specify yes or no)	28. WAS CASE REFERRED TO CORONER (Specify yes or no)
No	Yes

29. MANNER OF DEATH: ☒ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Could not be Determined

30a. DATE OF INJURY (Month, Day, Year)	30b. TIME OF INJURY	30c. INJURY AT WORK? (Specify yes or no)	30d. DESCRIBE HOW INJURY OCCURRED
	M		

30e. PLACE OF INJURY-At home, farm, street, factory, office building, etc. (Specify)	30f. LOCATION (Street and Number or Rural Route Number, City or Town, State)

VR 2-89
1/89 15M

MARGIN RESERVED FOR BINDING

Division of Health and Medical Services – Vital Records Services

DATE ISSUED October 24, 1989

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 RECORDS 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 24th day of October 19 89

[signature]

My commission expires on
January 16, 1991

ND

cates a 5/8"x24" steel reinforcing rod with aluminum inscribed, "SURVEYOR SCHERBEL, LTD. BIG PINEY, WY 54", set this survey.

cates a Certified Land Corner Recordation lficate filed.

cates an existing fence.

cates a 3/8"x12" steel spike, set this survey.

[redacted]312

RECORDED June 21 '90 4:00 P.M.
IN BOOK 57 Misc. PAGE 489
FEES $2.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Joan Riley

PAUL H. AND ANN ANSPACH

MAP OF TRACTS IN

NE¼ AND N½SE¼

SECTION 19 T31N R106W

SUBLETTE COUNTY, WYOMING

RELEASE

WHEREAS, on 6/1/70, MYRON M. BAKER, as Lessor and JOHN W. NEELY, as Lessee, did enter into a Ranch Lease wherein Lessor leased to Lessee certain real property for ranch purposes; and,

WHEREAS, said Ranch Lease was recorded at Book 27 of Miscellaneous, page 53, in the office of the County Clerk, Sublette County, Wyoming; and,

WHEREAS, Lessor is now deceased and the ownership of the leased property has passed to various other parties including Lessee; and,

WHEREAS, Lessee has agreed to release the all of the leased land from the conditions of said Ranch Lease,

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION,THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED:

JOHN W. NEELY, a single man, does hereby release the following described real property from each and every, condition, covenant and burden contained in that certain Ranch Lease recorded at Book 27 of Miscellaneous, page 53, in the office of the County Clerk, Sublette County, Wyoming:

Township 35 North, Range 113 West of the 6th P.M., Sublette County, Wyoming;

Section 4: $SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
Section 5: $SE\frac{1}{4}$
Section 8: $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$
Section 9: $N\frac{1}{2}NW\frac{1}{4}$

DATED this 21st day of June, 1990.

John W. Neely
JOHN W. NEELY

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Release** was acknowledged before me by JOHN W. NEELY this 21st day of June, 1990.

Witness my hand and offical seal.

Susan J. Rodgers
County of
Sublette
My Commission expires
Dec. 12, 1990
Notary Public
State of
Wyoming

Susan J Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

229323

RECORDED June 22 1990 2:00 P M
IN BOOK 57 Misc. PAGE 490
FEES $4.00 Mary C. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
IN AND FOR THE COUNTY OF SUBLETTE, STATE OF WYOMING

IN THE MATTER OF THE ESTATE OF	:	O R D E R
DOROTHY T. MARIANO,	:	
	:	Probate No. 1339
Deceased.	:	

On this 15th day of June, 1990, the above matter comes on for hearing before the Court, pursuant to prior assignment and Order, on the Petition of Pamela Percival, seeking to have probate proceedings conducted in the District Court of the Third Judicial District of the State of Utah in and for Salt Lake County in the estate of the above named decedent admitted in this Court as a probate of said estate by this Court, and the Court having reviewed the file of record herein and being duly advised in the premises, makes the following:

FINDINGS OF FACT

1. That certified copies of the proceedings had in the District Court of the Third Judicial District of the State of Utah in and for Salt Lake County, as filed with the aforesaid Petition, are sufficient and in accordance with the requirements of W. S. 2-11-201.

2. That the aforesaid decedent died seized of certain assets located in the County of Sublette, State of Wyoming.

3. That said assets were not in excess of a value of $30,000.00 at the date of death of the decedent.

4. That due and proper notice of these proceedings has been given, in accordance with W.S. 2-11-201, and proof thereof by Affidavit of Publication is on file of record herein.

5. That there is no inheritance tax due to the Estate Tax Administrator of the Inheritance Tax Department of the State of Wyoming.

6. That no objections, written or oral, have been presented to the Court by any creditor of the decedent, or by any other party whomsoever, to the admission of the aforesaid probate proceedings to record in this Court.

229337

RECORDED June 26 1990 9:12 AM
IN BOOK 57 Misc. PAGE 491
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Nadine Riley

FILED
BY: Marilyn M. Jensen
JUN 25 1990
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

Based upon the aforesaid, the Court makes the following:

CONCLUSIONS OF LAW

1. That the Court has full and complete jurisdiction over the subject matter and all interested parties in this cause.

2. That the file of record herein is complete and meets all the requirements of W.S. 2-11-201 for the relief prayed for in the Petition.

3. That the Petitioner is entitled to relief as prayed for in the Petition heretofore filed herein.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the certified copies of the proceedings in the estate of the above named decedent had and conducted in the District Court of the Third Judicial District of the State of Utah in and for Salt Lake County, as filed with Petitioner's Petition herein, be and the same hereby are admitted to record in this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said certified copies shall from this day forward be considered conclusive evidence of the facts therein shown, and that the following described property is hereby decreed to be distributed to **Pamela Percival,** an undivided one-half interest, **Lisa Kathleen Mariano,** an undivided one-half interest, and **Brent James Mariano,** an undivided one-half interest.

An undivided 1/4 interest in a tract containing 70.0 acres, more or less, situated in portions of the North Half of the Southwest Quarter (N2SW4) of Section 13, and the North Half of the Southeast Quarter (N2SE4) of Section 14, in Township 36 North, Range 111 West of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

Beginning at the center quarter corner of said Section 13; thence southerly, along the north-south centerline of said Section 13, a distance of 642.00 feet; thence westerly, along a line parallel to the east-west centerline of said Section 13, a distance of 2,640 feet, more or less, to a point located on the west boundary line of said Section 13; thence westerly, along a line parallel to the east-west centerline of Section 14, a distance of 2,360 feet, more or less, to a point on the easterly bank of the Green River; thence northeasterly

along a line parallel to the afore-mentioned bearing, also running generally along the east bank of the Green River, a distance of approximately 813.73 feet, more or less, to a point in the east-west centerline of said Section 14; thence easterly, along the east-west centerline of said Section 14, a distance of 1,860 feet, more or less to the east quarter corner of said Section 14; thence easterly, along the east-west centerline of said Section 13, a distance of 2,640 feet, more or less, to the center quarter corner of said Section 13, being the point of beginning;

together with all improvements thereon, easements, rights to water, ditches, reservoirs and canals, and all other appurtenant rights; subject, however, to all reservations, restrictions, covenants, easements, rights-of-way or easements of record or in use, and all other matters of public record.

Dated this 22nd day of June, 1990.

DISTRICT JUDGE

THE STATE OF WYOMING

COUNTY OF SUBLETTE

MARILYN M. JOHNSON, 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

SEAL

#17501

3105 3

RECEIVED
MAR 29 1957
SECRETARY
OF STATE

ARTICLES OF AMENDMENT OF THE ARTICLES OF INCORPORATION, OF BIG PINEY OIL AND URANIUM COMPANY, A CORPORATION OF THE STATE OF UTAH

This is to certify that a special meeting of the stockholders of Big Piney Oil and Uranium Company was held at Salt Lake City, Salt Lake County, State of Utah, the principal place of business of said corporation, in Room C 38, in the Hotel Utah, in said city, on the 26th day of March, 1957, at the hour of 2:00 o'clock P. M. of said day; that due and legal notice was published and given as required by law and by the Articles of Incorporation, of said company, of the time and place of said meeting and of the fact that it was called for the purpose of amending the Articles of Incorporation, of said corporation, in such manner as to change the name of such corporation from BIG PINEY OIL AND URANIUM COMPANY to BIG PINEY OIL AND GAS COMPANY and for that purpose, to amend ARTICLE I, of said Articles of Incorporation, in the manner, hereinafter, indicated.

That, at said meeting, the following resolution and amendment to the Articles of Incorporation, of said corporation, was duly passed and adopted unanimously by all of the stockholders present at said meeting, to-wit:

BE IT, AND IT IS HEREBY RESOLVED, that the Articles of Incorporation of Big Piney Oil and Uranium Company be amended by amending ARTICLE I, to read as follows:

ARTICLE I

"The name of the corporation is: BIG PINEY OIL AND GAS COMPANY"

The president and secretary of said Big Piney Oil and Uranium Company were duly authorized and directed to file, in the proper county and state offices and in any and all other necessary or proper places, the proper Articles of Amendment, as required by law, showing the amendment to the Articles of Incorporation and amending the same, as hereabove set out and the said president and secretary were instructed to sign and swear to said amendment and to take any and all other further steps necessary or proper to properly complete the said amendment, of said Articles of Incorporation and to obtain any necessary certificate of amendment.

C. J. Tracey Sutton, President of Big Piney Oil and Uranium Company and J. L. Jarman, Secretary of said corporation, do hereby certify the above to be a true and correct statement of the proceedings of the special meeting of the stockholders of Big Piney Oil and Uranium Company, referred to above, with respect to the amendment of the Articles of Incorporation, of said corporation and hereby certify that all of the matters set forth in the foregoing instrument are true and correct and that the Articles of Incorporation of Big Piney Oil and Uranium Company have been amended as set forth to read Big Piney Oil and Gas Company.

Dated this 26th day of March, 1957.

C. J. Tracey Sutton
President of the Corporation

J. L. Jarman
Secretary of the Corporation

229342

RECORDED June 26 IN 90 10:40 A.M
IN BOOK 57 M.S.C. PAGE 494
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

STATE OF UTAH)
)
County of Salt Lake)

On the 29th day of March, 1957, personally appeared before me, J. Tracey Wootton and J. L. Jarman, each being to me personally known, who being by me duly sworn, did say, that said J. Tracey Wootton is the president and said J. L. Jarman is the secretary of the Big Piney Oil and Uranium Company, a corporation of Utah and that the foregoing instrument, is a true and correct statement of the proceedings referred to therein; that this certificate is made and verified for the purpose of obtaining a certificate of amendment of the Articles of Incorporation of said corporation.

Gladys Wray
NOTARY PUBLIC

Residing at: Salt Lake City, Utah

My Commission expires: Oct. 16, 1958

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF CORPORATIONS AND COMMERCIAL CODE

I hereby certify that the foregoing is a true copy of Articles of Amendment and the endorsements thereon, as the same is taken from and compared with the original filed in the office of this Division on the 29th day of March A.D. 1957 and now remaining on file and of record therein.

Peter Van Alstyne
PETER VAN ALSTYNE
DIVISION DIRECTOR

Date 5-16-90 File # 031053

By Marilyn Fullmer

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

A F F I D A V I T

Robert R. Black, Paul H. Bochmann and Floy J. Bochmann, of lawful age, being first duly sworn according to law, upon their oaths depose and say:

1. That on the 15th day of March, 1986, Robert R. Black and Paul H. Bochmann, as tenants in common, purchased the following described real property from George Malicoat and Julia Malicoat, husband and wife:

> Lot Seven (7), Block One (1), Cooley Ninth addition to the Town of Pinedale, Wyoming, as the same appears of record on the map thereof filed in the Office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States Patents; and SUBJECT TO easements and rights of way of record or in use.

2. That George Malicoat and Julia Malicoat, husband and wife, duly and regularly executed and delivered a Warranty Deed dated March 15, 1986, in favor of Robert R. Black and Paul H. Bochmann, as tenants in common, Grantees, which Warranty Deed was filed for record in the office of the County Clerk within and for Sublette County, Wyoming, on the 31st day of March, 1986, in Book 26 of Deeds, Page 368.

3. That on the 21st day of May, 1986, Paul H. Bochmann and Floy J. Bochmann, husband and wife, purchased the following described real property from Robert R. Black and Paul H. Bochmann:

> The South one-half (S½) of Lot 7 in Block 1 of the Cooley Ninth Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appears of record on the map 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, however, to reservations and restrictions contained in United States patents; and, subject to easements and rights of way of record or in use.

4. That Robert R. Black and Paul H. Bochmann duly and regularly executed and delivered a Warranty Deed dated May 21, 1986, in favor of Paul H. Bochmann and Floy J. Bochmann, 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 the 21st day of May, 1986, in Book 26 of Deeds, Page 489.

5. That on the 21st day of May, 1986, Robert R. Black and Margaret A. Black, husband and wife, purchased the following described real property from Robert R. Black and Paul H. Bochmann:

> The North one-half (N½) of Lot 7 in Block 1 of the Cooley Ninth Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appears of record on the map thereof filed in the office of

229346

RECORDED June 27 1990 11:20 A M
IN BOOK 57 Misc. PAGE 496
FEES $8.00 Mary L. Lankford COUNTY CLERK
[redacted] COUNTY, PINEDALE, WYOMING

the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; subject, however, to reservations and restrictions contained in United States patents; and, subject to easements and rights of way of record or in use.

6. That Robert R. Black and Paul H. Bochmann duly and regularly executed and delivered a Warranty Deed dated May 21, 1986, in favor of Robert R. Black and Margaret A. Black, 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 the 2nd day of June, 1986, in Book 26 of Deeds, Page 488.

7. That Margaret Black, also known as Margaret A. Black, died at Rock Springs, Sweetwater County, Wyoming, on October 14, 1989.

8. That Robert R. Black and Margaret Black were married to each other on April 20, 1943, at Santa Rosa, Sonoma County, State of California; and that they were husband and wife on the 21st day of May, 1986.

9. That the aforesaid described real property, on the 15th day of March, 1986, and from and after said date through and including the 21st day of May, 1986, was a vacant lot which adjoined other real property to the South of said property owned by Robert R. Black and Margaret A. Black, husband and wife, and other real property to the North of said property owned by Paul H. Bochmann and Floy J. Bochmann, husband and wife; and that at no time did Margaret A. Black or any of the signatories to this affidavit reside upon or otherwise occupy the aforedescribed real property for residential purposes; and that at all times herein mentioned, the residences of Robert R. Black and Margaret A. Black, husband and wife, and Paul H. Bochmann and Floy J. Bochmann, husband and wife, were maintained exclusively in Rock Springs, Sweetwater County, Wyoming.

10. That Robert R. Black, a single person, does hereby convey and quitclaim to Paul H. Bochmann and Floy J. Bochmann, husband and wife, any interest he may have in and to the following described real property:

The South one-half (S½) of Lot 7 in Block 1 of the Cooley Ninth Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appears of record on the map 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, however, to reservations and restrictions contained in United States patents; and, subject to easements and rights of way of record or in use.

11. That Paul H. Bochmann and Floy J. Bochmann, husband and wife, do hereby convey and quitclaim to Robert R. Black, a single person, any interest they may have in and to the following described real property:

The North one-half (N½) of Lot 7 in Block 1 of the Cooley Ninth Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appears of record on the map 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, however, to reservations and restrictions contained in United States patents; and, subject to easements and rights of way of record or in use.

Dated this 25th day of June, 1990.

Robert R. Black
Robert R. Black

Paul H. Bochmann
Paul H. Bochmann

Floy J. Bochmann
Floy J. Bochmann

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

The foregoing instrument was acknowledged before me this 22nd day of June, 1990, by Robert R. Black, a single person.

Witness my hand and official seal.

My commission expires:
Nov 10, 1990

Judy Hayes
Notary Public

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

The foregoing instrument was acknowledged before me this 22nd day of June, 1990, by Paul H. Bochmann and Floy J. Bochmann, husband and wife.

Witness my hand and official seal.

My commission expires:
April 17, 1993

Shirley A. Ely
Notary Public

EASEMENT AGREEMENT

R. WILLIAM SCHOETTLER and BONNIE BASS SCHOETTLER, husband and wife, of 10717 Tennessee Avenue, Los Angeles, California 90064 and 2937 Motor Avenue, Los Angeles, California 90064, respectively; HUGH B. FROHBIETER and MILDRED I. FROHBIETER, husband and wife, of Box 1623, Riverton, Wyoming; PAUL W. NEMETZ and DOROTHY NEMETZ, husband and wife, of Number 1 Dead Horse Hill, Casper, Wyoming 82604; DAVID W. NEMETZ and MARY MALONEY NEMETZ, husband and wife, of 2565 Tyler Avenue, Ogden, Utah 84401; RICHARD G. HIRSCH, a single man, of Bondurant, Wyoming 82922, individually and severally herein GRANT AND CONVEY to the present and future owners of Tracts Numbers 10, 11, 17 and 18 of Sheet 9 of the Hoback Ranches Subdivision, as platted and filed in the office of the County Clerk of Sublette County, Pinedale, Wyoming, a perpetual easement or right-of-way for ingress and egress to their lands over and across an existing roadway, thirty (30) feet on either side of the center line which line is described on the attached survey plat 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.

229349

Signed this 11 day of December, 1989.

R. WILLIAM SCHOETTLER

RECORDED June 28 1990 9:00 AM
IN BOOK 57 Misc PAGE 499
FEES 8.00 Mary L. Lyon for COUNTY CLERK
SUBLETTE COUNTY CLERK
By

STATE OF CALIFORNIA)
) SS
COUNTY OF Los Angeles)

The foregoing instrument was acknowledged before me by R. WILLIAM SCHOETTLER this 11th day of December, 1989.
Witness my hand and seal.

OFFICIAL SEAL
ALICE PFEIFER
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. June 14, 1993

Alice Pfeifer
NOTARY PUBLIC

My Commission Expires: June 14, 1993

Signed this 29th day of September, 1989.

Bonnie Bass Schoettler
BONNIE BASS SCHOETTLER

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

The foregoing instrument was acknowledged before me by BONNIE BASS SCHOETTTLER this 29th day of September, 1989.
Witness my hand and seal.

(S) OFFICIAL SEAL
JULIA B. WATKINS
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Exp. Oct. 2, 1990

Julia B. Watkins
NOTARY PUBLIC

My Commission Expires: October 2, 1989

Signed this 19th day of June, 1990. ~~1988.~~

Hugh R. Frohbieter
HUGH ~~B.~~ R. FROHBIETER

Mildred I. Frohbieter
MILDRED I. FROHBIETER

STATE OF WYOMING)
) SS
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me by HUGH ~~B.~~ R. FROHBIETER and MILDRED I. FROHBIETER, husband and wife, this 19 day of June, ~~1988.~~ 1990. Witness my hand and seal.

(S E A L)

WENDELL MANKA-NOTARY PUBLIC
STATE OF WYOMING COUNTY OF FREMONT
MY COMMISSION EXPIRES SEPT 2, 1992

Wendell Manka
NOTARY PUBLIC

My commission expires: Sept 2 1992

Signed this 13th day of March, ~~1988~~ 1990

Paul W. Nemetz
PAUL W. NEMETZ

Dorothy Nemetz
DOROTHY NEMETZ

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by PAUL W. NEMETZ and DOROTHY NEMETZ, husband and wife, this 13 day of March, ~~1988.~~ 1990. Witness my hand and seal.

(S E A L)

VIRGINIA STANLEY NOTARY PUBLIC NATRONA COUNTY, WYOMING

Virginia Stanley
NOTARY PUBLIC

My commission expires: Sept 21, 1990

Signed this 30th day of March, ~~1988.~~ 1990

David W. Nemetz
DAVID W. NEMETZ

Mary Maloney Nemetz
MARY MALONEY NEMETZ

STATE OF UTAH)
) SS
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me by DAVID W. NEMETZ and MARY MALONEY NEMETZ, husband and wife, this 30 day of March, ~~1988.~~ 1990. Witness my hand and seal.

(S E A L)

NOTARY PUBLIC
MARLA M. GRILZ
1894 East 6675 South
Ogden, Utah 84403
My Commission Expires
Oct. 24 1993
STATE OF UTAH

Marla M. Grilz
NOTARY PUBLIC

My commission expires: October 24, 1993

EXHIBIT "A"

DESCRIPTION OF EASEMENT

BEGINNING AT A POINT WHICH IS S 41°17' E 1318' FROM THE NW CORNER OF THE SE¼SW¼ OF SECTION 3 (TRACT 17), T.36 N., R.113 W., 6th P.M.; THENCE N72°W 124.0' TO A POINT ON A 131.09' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS N 18°W; THENCE ALONG SAID CURVE 113.65' TO A POINT ON A 432.96' RADIUS CURVE TO THE LEFT WHOSE CENTER BEARS S 29°W; THENCE ALONG SAID CURVE 113.35'; THENCE N 76°W 107.0' TO A POINT ON A 496.55' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS N 14°E; THENCE ALONG SAID CURVE 99.66'; THENCE N 64°30' W 138.0' TO A POINT ON A 185.59' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS N 25°30' E; THENCE ALONG SAID CURVE 121.47' TO A POINT ON A 624.28' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS N 63°E; THENCE ALONG SAID CURVE 125.61'; THENCE N 16°W 176.0' TO A POINT ON A 560.07' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS N 74°E; THENCE ALONG SAID CURVE 97.75' TO A POINT ON A 3743.11' RADIUS CURVE TO THE LEFT WHOSE CENTER BEARS S 84°W; THENCE ALONG SAID CURVE 97.99'; THENCE N 7°30'W 285.0' TO A POINT ON A 555.03' RADIUS CURVE TO THE LEFT WHOSE CENTER BEARS S 82°30'W; THENCE ALONG SAID CURVE 101.71' TO A POINT ON A 415.36' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS N 72°E; THENCE ALONG SAID CURVE 101.49'; THENCE N 32°E 69.0' TO A POINT ON A 76.99' RADIUS CURVE TO THE LEFT WHOSE CENTER BEARS N 58°W; THENCE ALONG SAID CURVE 88.69'; THENCE N 34°W 255.5' TO A POINT ON A 412.76' RADIUS CURVE TO THE LEFT WHOSE CENTER BEARS S 56°W; THENCE ALONG SAID CURVE 151.28' TO A POINT ON A 689.25' RADIUS CURVE TO THE LEFT WHOSE CENTER BEARS S 35°W; THENCE ALONG SAID CURVE 152.38'; THENCE N 67°40'W 118.0' TO A POINT ON A 1022.76' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS N 22°20'E; THENCE ALONG SAID CURVE 154.70' TO A POINT ON A 489.32' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS N 31°E; THENCE ALONG SAID CURVE 153.72'; THENCE N 41°W 36.5' TO A POINT ON A 123.75' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS N 49°E; THENCE ALONG SAID CURVE 95.03'; THENCE N 3°E 110.0' TO A POINT ON A 288.47' RADIUS CURVE TO THE LEFT WHOSE CENTER BEARS N 87°W; THENCE ALONG SAID CURVE 99.02'; THENCE N 16°40'W 446.0' TO A POINT ON A 321.74' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS N 73°20'E; THENCE ALONG SAID CURVE 99.21'; THENCE N 8°E 155.0' TO A POINT ON A 438.84' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS S 82°E; THENCE ALONG SAID CURVE 99.57'; THENCE N 14°E 63.5' TO A POINT ON A 386.07' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS S 76°E; THENCE ALONG SAID CURVE 179.69' TO A POINT ON A 3144.65' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS S 49°20'E; THENCE ALONG SAID CURVE 182.95'; THENCE N 44°E 65.5'; THENCE N 45°E 73.0' TO A POINT ON A 95.0' RADIUS CURVE TO THE LEFT WHOSE CENTER BEARS N 45°W; THENCE ALONG SAID CURVE 75.72'; THENCE N 0°40'W 70.0' TO THE INTERSECTION WITH THE APPROXIMATE CENTERLINE OF FISHERMAN CREEK ROAD IN THE NW¼NE¼ OF TRACT 10 AS SHOWN ON SHEET 9 OF THE HOBACK RANCHES SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE RECORDER'S OFFICE OF SUBLETTE COUNTY; SAID EASEMENT BEING 66.0' WIDE AND 33.0' EACH SIDE OF THE EASEMENT CENTERLINE DESCRIBED ABOVE.

SURVEYOR'S CERTIFICATE

I, CHARLES V. KING, DEPOSE AND SAY THAT I AM A LICENSED PROFESSIONAL ENGINEER AND LAND SURVEYOR AS REQUIRED BY WYOMING LAW, THAT I SUPERVISED THE ORIGINAL SETTING OF BRASS CAPS AT EACH ¼ CORNER OF LANDS SHOWN HEREON; THAT I SURVEYED THE ROAD AS DESCRIBED HEREON INTERSECTING WITH FISHERMAN CREEK ROAD IN TRACT 10, NW¼NE¼, SECTION 3.

Charles V. King

CHARLES V. KING, P.E. & L.S. NO. 590

EASEMENT AGREEMENT

RICHARD G. HIRSCH, a single man of Bondurant, Sublette County, Wyoming, does herein GRANT and CONVEY to the present and future owners of Tracts Number 10, 11, 17 and 18 of Sheet 9 of the Hoback Ranches Subdivision, as platted and filed in the office of the County Clerk of Sublette County, Pinedale, Wyoming, a perpetual easement or right-of-way for ingress and egress to their lands over and across an existing roadway, thirty feet on either side of the center line, which line is described on the attached survey plat 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 12 day of December 1989.

Richard G. Hirsch
RICHARD G. HIRSCH

229350

RECORDED June 28 1990 9:00 A.M
IN BOOK 57 Misc. PAGE 502
FEES 6.00 Mary L. Lamb COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Joan Riley

STATE OF FLORIDA)
)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me by RICHARD G. HIRSCH, a single man, this 12th day of December, 1989.

Witness my hand and official seal.

Bettye C. Heenan
NOTARY PUBLIC

(SEAL)

My commission expires: NOTARY PUBLIC, STATE OF FLORIDA ... IS, 1993

EXHIBIT "A"

DESCRIPTION OF EASEMENT

BEGINNING AT A POINT WHICH IS S 41°17' E 1318' FROM THE NW CORNER OF THE SE¼SW¼ OF SECTION 3 (TRACT 17), T.36 N., R.113 W., 6th P.M.; THENCE N72°W 124.0' TO A POINT ON A 131.09' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS N 19°W; THENCE ALONG SAID CURVE 113.65' TO A POINT ON A 432.96' RADIUS CURVE TO THE LEFT WHOSE CENTER BEARS S 29°W; THENCE ALONG SAID CURVE 113.35'; THENCE N 76°W 107.0' TO A POINT ON A 496.55' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS N 14°E; THENCE ALONG SAID CURVE 99.66'; THENCE N 64°30' W 158.0' TO A POINT ON A 185.59' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS N 25°30' E; THENCE ALONG SAID CURVE 121.47' TO A POINT ON A 624.28' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS N 63°E; THENCE ALONG SAID CURVE 125.61'; THENCE N 16°W 176.0' TO A POINT ON A 560.07' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS N 74°E; THENCE ALONG SAID CURVE 97.75' TO A POINT ON A 3743.11' RADIUS CURVE TO THE LEFT WHOSE CENTER BEARS S 84°W; THENCE ALONG SAID CURVE 97.99'; THENCE N 7°30'W 285.0' TO A POINT ON A 555.03' RADIUS CURVE TO THE LEFT WHOSE CENTER BEARS S 82°30'W; THENCE ALONG SAID CURVE 101.71' TO A POINT ON A 415.36' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS N 72°E; THENCE ALONG SAID CURVE 101.49'; THENCE N 32°E 69.0' TO A POINT ON A 76.99' RADIUS CURVE TO THE LEFT WHOSE CENTER BEARS N 58°W; THENCE ALONG SAID CURVE 88.69'; THENCE N 34°W 255.5' TO A POINT ON A 412.76' RADIUS CURVE TO THE LEFT WHOSE CENTER BEARS S 56°W; THENCE ALONG SAID CURVE 151.28' TO A POINT ON A 689.25' RADIUS CURVE TO THE LEFT WHOSE CENTER BEARS S 35°W; THENCE ALONG SAID CURVE 152.38'; THENCE N 67°40'W 118.0' TO A POINT ON A 1022.76' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS N 22°20'E; THENCE ALONG SAID CURVE 154.70' TO A POINT ON A 489.32' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS N 31°E; THENCE ALONG SAID CURVE 153.72'; THENCE N 41°W 36.5' TO A POINT ON A 123.75' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS N 49°E; THENCE ALONG SAID CURVE 95.03'; THENCE N 3°E 110.0' TO A POINT ON A 288.47' RADIUS CURVE TO THE LEFT WHOSE CENTER BEARS N 87°W; THENCE ALONG SAID CURVE 99.02'; THENCE N 16°40'W 446.0' TO A POINT ON A 321.74' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS N 73°20'E; THENCE ALONG SAID CURVE 99.21'; THENCE N 8°E 155.0' TO A POINT ON A 438.84' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS S 82°E; THENCE ALONG SAID CURVE 99.57'; THENCE N 14°E 63.5' TO A POINT ON A 386.07' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS S 76°E; THENCE ALONG SAID CURVE 179.69' TO A POINT ON A 3144.65' RADIUS CURVE TO THE RIGHT WHOSE CENTER BEARS S 49°20'E; THENCE ALONG SAID CURVE 182.95'; THENCE N 44°E 65.5'; THENCE N 45°E 73.0' TO A POINT ON A 95.0' RADIUS CURVE TO THE LEFT WHOSE CENTER BEARS N 45°W; THENCE ALONG SAID CURVE 75.72'; THENCE N 0°40'W 70.0' TO THE INTERSECTION WITH THE APPROXIMATE CENTERLINE OF FISHERMAN CREEK ROAD IN THE NW¼NE¼ OF TRACT 10 AS SHOWN ON SHEET 9 OF THE HOBACK RANCHES SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE RECORDER'S OFFICE OF SUBLETTE COUNTY; SAID EASEMENT BEING 66.0' WIDE AND 33.0' EACH SIDE OF THE EASEMENT CENTERLINE DESCRIBED ABOVE.

SURVEYOR'S CERTIFICATE

I, CHARLES V. KING, DEPOSE AND SAY THAT I AM A LICENSED PROFESSIONAL ENGINEER AND LAND SURVEYOR AS REQUIRED BY WYOMING LAW, THAT I SUPERVISED THE ORIGINAL SETTING OF BRASS CAPS AT EACH ¼ CORNER OF LANDS SHOWN HEREON; THAT I SURVEYED THE ROAD AS DESCRIBED HEREON INTERSECTING WITH FISHERMAN CREEK ROAD IN TRACT 10, NW¼NE¼, SECTION 3.

Charles V. King

CHARLES V. KING, P.E. & L.S. NO. 590

ASSIGNMENT OF VENDORS' INTEREST AND DEED

DARLEEN L. HENDON, CLAYTON OWEN HENDON, ROXANNA GAIL HENDON, MILES LEE HENDON and JEREMY NOLAN HENDON, hereinafter collectively referred to as "Assignor", for valuable consideration, does hereby assign to Pattee Pacific Inc., 1/3 interest; Jim & Mary Jo Grove H&W 1/3 interest; Linda D Schmeits, Trustee, & Alan J Schmeits 1/3 hereinafter collectively referred to as "Assignee", the Sellers' interest interest in that contract for the sale of federal coal lease referred to as Wyoming Land Office Lease No. 018804, which contract was between George Hendon, vendor, and Conotton Land Company, a partnership, purchaser, which contract is undated but notarized December 21, 1979, and February 19, 1989, and does hereby grant, bargain, sell and convey unto the Assignee, their heirs, successors and assigns their interest in the real property of 160 acres more or less described as follows:

229355

RECORDED June 85 15 40 3:57
IN BOOK 52 Misc. PAGE 504
FEES 4.00 Mary L Lank COUNTY CLERK
SUBLETTE COUNTY CLERK
By Mary Ruby

Township 33 North Range 115 West 6th Prin. Mer., Wyoming
Section 4 - SE1/4SW1/4;
Section 9 - N1/2NW1/4; SE1/4NW1/4
Containing 160.0 acres

The assignor hereby expressly covenants with and warrant to the assignee that the Assignor is the owner of the seller's interest with right to convey; that it has not been assigned in whole or in part; that it is free and clear of all liens, encumbrances and judgments attaching through the seller's interest; that the contract is in full force and effect and not in default; that the assignor or his predecessors have done nothing to enable the purchaser to elect a

rescission of said contract; Assignor's have received no notice by the Purchasers of any intent or are unaware of any anticipated default by Purchaser; that there are no payments to be made on the Assignment affecting record title to Cole Lease dated August 24, 1977, between Herbert B. Kleinstick and George N. Hendon except for rental payments to the United States Government; and that the unpaid balance of seller's interest assigned hereunder is not less than $ 170,000.00 .

Assignee in accepting this assignment or in its discretion performing any of the Sellers' obligations hereunder does not assume any liability or responsibility to perform any of Sellers' obligations under the contract.

In the event of a default hereunder the defaulting party agrees to pay the reasonable attorney fees and expenses incurred even though no suit or action is instituted and if litigation is instituted out of this agreement the prevailing party shall recover such sum as the court may adjudge reasonable as attorney fees in said litigation, or upon appeal, in addition to all expenses which the prevailing party may reasonably incur in taking such action including but not limited to the costs of foreclosure reports and attorney fees as well as disbursements provided by statute.

IN WITNESS WHEREOF, the assignor has executed this Assignment on the 19th day of June, 1990.

Darleen L. Hendon
DARLEEN L. HENDON, Assignor

Clayton Owen Hendon
CLAYTON OWEN HENDON, Assignor

Roxanna Gail Hendon Goodley
ROXANNA GAIL HENDON, Assignor

MILES LEE HENDON, Assignor

Jeremy Nolan Hendon
JEREMY NOLAN HENDON, Assignor

Assignee

Assignee

Linda D. Schmeits
Assignee

Assignee

PATTEE PACIFIC, INC.

By: David T. Pattee, Sr., President

STATE OF Oregon)
) ss:
County of Union)

Personally appeared the above-named DARLEEN L. HENDON, and acknowledged the foregoing instrument to be her voluntary act and deed this 19th day of June, 1990.

Notary Public for Oregon
My Commission Expires: 4-21-94

STATE OF Oregon)
) ss:
County of La Grande Union County

Personally appeared the above-named CLAYTON OWEN HENDON, and acknowledged the foregoing instrument to be his voluntary act and deed this 19th day of June, 1990.

Notary Public for Oregon
My Commission Expires: 4-21-94

STATE OF Oregon)
) ss:
County of La Grande Union County

Personally appeared the above-named ROXANNA GAIL HENDON, and acknowledged the foregoing instrument to be her voluntary act and deed this 19th day of June, 1990.

Notary Public for Oregon
My Commission Expires: 4-21-94

STATE OF Oregon)
) ss:
County of Union)

Personally appeared the above-named MILES LEE HENDON, and acknowledged the foregoing instrument to be his voluntary act and

deed this 19th day of June, 1990.

Notary Public for Oregon
My Commission Expires: 4-4-94

STATE OF Oregon)
) ss:
County of La Grande Union Co.

Personally appeared the above-named JEREMY NOLAN HENDON, and acknowledged the foregoing instrument to be his voluntary act and deed this 19th day of June, 1990.

Notary Public for Oregon
My Commission Expires: 4-4-94

STATE OF Oregon)
) ss:
County of Baker)

Personally appeared the above-named Jim Grove, Mary D. Grove + Linda D. Schmeits, and acknowledged the foregoing instrument to be their voluntary act and deed this 22nd dayof June, 1990.

Notary Public for Oregon
My Commission Expires: 10-14-92

STATE OF OREGON)
) ss:
County of Baker)

Personally appeared David T. Pattee, Sr., who, being duly sworn, did say for himself that the is the president of Pattee Pacific, Inc., a corporation, and that the seal affixed, if any, to the foregoing 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 each of them acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon
My Commission Expires: 10-14-92

NOTICE PURPOSES:

C/O Alan J. Schmeits
P.O. Box 965
1950 Third Street
Baker City, Oregon 97814

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 27th day of June, 1990, between HARVEY STONE, as Seller, and JAMES L. PLATTS and DAPHNE D. PLATTS, as Buyers. The Seller did agree to sell and the Buyers did agree to buy a certain tract of real property located in Sublette County, Wyoming described as follows:

Township 35 North, Range 111 West of the 6th P.M., Sublette County, Wyoming;

Section 23: $SE\frac{1}{4}SE\frac{1}{4}$
Section 26: $NE\frac{1}{4}$

TOGETHER WITH all improvements and appurtenances thereunto appertaining
SUBJECT TO reservations and restrictions contained in the United States patents or of record, 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 744, Pinedale, WY 82941.

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

DATED this 27th day of June, 1990.

SELLER:

Harvey Stone
HARVEY STONE

229357

RECORDED June 28 19 90 3:50 P M
IN BOOK 57 Misc. PAGE 508
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Fran Riley

DATED this 27th day of June, 1990.

BUYERS:

James L Platts
JAMES L. PLATTS

Daphne D. Platts
DAPHNE D. PLATTS

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by HARVEY STONE, this 27th day of June, 1990.

WITNESS my hand and official seal.

Susan J. Rodgers
County of
Sublette
My Commission expires
Dec. 12, 1990
Notary Public
State of
Wyoming

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 JAMES L. PLATTS and DAPHNE D. PLATTS, this 27th day of June, 1990.

WITNESS my hand and official seal.

Susan J. Rodgers
County of
Sublette
My Commission expires
Dec. 12, 1990
Notary Public
State of
Wyoming

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

510

Asn. Bk 61 Misc. pg. 651 7/30/93
Asn. Bk 70 Misc. pg. 425 11/19/97

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 29th day of June, 1990, between ROBERT G. LINN and HELENA F. LINN, as Sellers, and DAVID BURNETT and MARY BURNETT, as Buyers. The Sellers did agree to sell and the Buyers did agree to buy a certain tract of real property located in Sublette County, Wyoming described in Exhibit "A" attached hereto and incorporated herein as if set forth in full:

Buyers' address for tax purposes is P.O. box 4520, Marbleton, WY 83113.

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

DATED this 29th day of June, 1990.

SELLERS:

Robert G. Linn
ROBERT G. LINN

Helena F. Linn
HELENA F. LINN

DATED this 29th day of June, 1990.

BUYERS:

David Burnett
DAVID BURNETT

Mary Burnett
MARY BURNETT MB

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by ROBERT G. LINN and HELENA F. LINN, this 29th day of June, 1990.

WITNESS my hand and official seal.

Kathryn Johnsey Notary Public State Wyoming Sublette My Commission Expires 2-11-92

Kathryn Johnsey
NOTARY PUBLIC

My Commission Expires: 2-11-92

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

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

229365

RECORDED June 29 AD 90 4:20 P M
IN BOOK 52 Misc PAGE 510
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

DAVID BURNETT and MARY BURNETT, this 29th day of June, 1990.

WITNESS my hand and official seal.

Kathryn Johnsey
Notary Public
State
Expires 2-11-92

Kathryn Johnsey
NOTARY PUBLIC

My Commission Expires: 2-11-92

EXHIBIT "A"

All of that tract of land of record in the Office of the Clerk of Sublette County in Book 15 of Deeds on page 588;
EXCEPTING therefrom that tract of land of record in the said Office in Book 20 of Deeds on page 281; and,
EXCEPTING therefrom the LINN SUBDIVISION of record in the said Office in Book 41 of Miscellaneous on page 549; and,
EXCEPTING therefrom that tract of record in the said Office in Book 18 of Deeds on page 385;
and may be secondarily described as follows:
That part of the S½SE¼ of Section 10, and the NE¼NE¼, SE¼NE¼, and Lot 7 (NE¼SE¼) of Section 15, Township 30 North, Range 110 West, Sublette County, Wyoming described as follows:

BEGINNING at a corner on the south line of said Section 10, N.88°50'00"W., 472.27 feet from the southeast corner of said Section 10 found as described in the Certified Land Corner Recordation Certificate filed in the said Office;
thence N.00°01'36"W., 714.03 feet to a corner;
thence S.67°08'54"W., 493.41 feet to a corner;
thence N.04°05'48"W., 594.67 feet to a corner;
thence S.83°57'12"W., 765.80 feet to a corner;
thence S.00°49'36"E., 705.59 feet to a corner;
thence N.76°25'18"E., 714.82 feet to a corner;
thence S.01°24'12"E., 486.32 feet to a corner on the said south line identical with the northeast corner of that tract of record in the said Office in Book 18 of Deeds on page 385, N.88°50'00"W., 1014.68 feet from the said southeast corner;
thence coursing the east line of said tract of record in Book 18;
thence S.01°23'48"E., 510.52 feet to a corner;
thence S.12°52'12"W., 613.12 feet to a corner;
thence S.00°00'48"E., 91.73 feet to a corner;
thence S.08°48'48"E., 639.72 feet to a corner;
thence S.07°48'48"E., 946.03 feet to a 3/8"x12" steel spike on the south line of the said SE¼NE¼, S.87°13'48"E., 354.00 feet from the southwest corner of the said SE¼NE¼;
thence continuing S.07°48'48"E., 137.98 feeet to a corner on the northerly right-of-way line of State Highway 351;
thence continuing S.07°48'48"E., 102.35 feet to an intersection with the center line of said State Highway and leave said tract of record in Book 18 of Deeds on page 385;
thence N.69°42'30"E., 1001.30 feet along the said center-line to an intersection with the east line of said Section 15;
thence N.01°18'W., the base bearing for this survey, 394.73 feet to the southeast corner of the said Linn Subdivision:
thence coursing the westerly line of said subdivision;
thence N.72°54'W., 110.24 feet to a point;
thence N.66°42'W., 95.56 feet to a point;
thence N.52°06'W., 169.10 feet to a point;
thence N.39°03'W., 132.02 feet to a point;
thence N.32°28.5'W., 127.88 feet to a point;
thence N.25°32.5'W., 261.09 feet to a point;
thence continuing N.25°32.5'W., 139.34 feet to a point;
thence N.71°09'E., 249.76 feet to a point;
thence N.18°51'W., 334.80 feet to a point;
thence N.00°01'W., 902.55 feet to a point at the northwest of said subdivision and leave said subdivision;
thence N.00°01.5'W., 208.61 feet to the corner of BEGINNING;
ENCOMPASSING an area of 64.28 acres, more or less;
Each corner marked by a 2" galvanized steel pipe 30" long (BLM type) with brass cap inscribed, "PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING" and appropriate details;
Each point marked by steel T-shaped stake 24" long with metal cap inscribed, "SURVEY POINT DO NOT DISTURB RLS164";
All in accordance with the plat prepared for the Linn Subdivision; the plat title, "ROBERT G. LINN MAP OF TRACTS IN SECTION 10 AND 15 T30N R110W Sublette County, Wyoming dated 1 October 1981; the plat titled, "EXHIBIT A ROBERT G. LINN PLAT OF TRACT IN SECTION 10 T30N R110W SUBLETTE COUNTY

WYOMING": and the plat titled, "CHARLES D. MAHONEY MAP OF TRACT IN NE¼NE¼, SE¼NE¼, LOT 7 SECTION 15 T30N R110W SUBLETTE COUNTY WYOMING";
SUBJECT TO an easement for a roadway of record in said Book 18 of Deeds on page 385.
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF)
)
WILLIAM JAMES DELANEY,)
deceased.)

229380

Probate No. 1287

RECORDED July 3 1989 9:28 A M
IN BOOK 57 Misc. PAGE 514
FEES 12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mari Riley

ORDER APPROVING FINAL REPORT AND ACCOUNTING AND DECREE OF DISTRIBUTION

WHEREAS, LEE L. DELANEY, petitioner herein, the duly qualified and acting personal representative of the estate of WILLIAM JAMES DELANEY, deceased, did file his Final Report and Accounting and Petition for Distribution with this court on the 17th day of May 1989, asking the court for its approval of the report and accounting and for its decree of distribution;

The court has examined the files and records herein and finds that all heirs, beneficiaries, devisees and legatees have acknowledged receipt of the Final Report, Accounting and Petition for Distribution filed herein on the 17th of May, 1989 and, have approved and ratified the same further have waived notice of hearing thereon; the court further finds:

That WILLIAM JAMES DELANEY died testate on or about the 5th day of October, 1988, a resident of the County of Sublette and State of Wyoming, and left estate in said county as hereinafter set forth;

That on the 2nd day of November, 1988, the last will and testament of WILLIAM JAMES DELANEY was admitted to probate;

FILED
DATED: July 27 1989
MARILYN M. JENSEN
CLERK OF DISTRICT
PINEDALE, W

4-

That on the second day of November, 1988, LEE L. DELANEY was appointed executor on said estate and has been since that, date and is now the duly appointed, qualified and acting executor of said estate and by law the personal representative thereof;

5-

That Notice of Probate of said estate was duly published on the 1st, 8th, and 15th days of December, 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, 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 of claims by creditors of the decedent as set forth in the aforesaid notice of Probate expired on 1st day of March, 1989, and all claims not so filed are barred by law and all creditors' claims filed with the clerk of court as provided by law have been paid;

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 his said last will and testament did give, devise and bequeath unto LILLIAN L. KROG, LEE L. DELANEY and WILLIAM J. DELANEY, JR. all of his estate in equal shares;

That the residue of property on hand now and available for distribution in accordance with the decedent's will is as follows:

Real Property	$ 30,400.00
Personal Property	$ 2,000.00
TOTAL	$ 32,400.00

NOW, THEREFORE, upon the motion of STEVEN MACKEY as attorney for LEE L. DELANEY, 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 LEE L. DELANEY as personal representative of the estate be and the same is hereby approved, settled and allowed;

2-

That the residue of the estate of WILLIAM JAMES DELANEY, 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 WILLIAM JAMES DELANEY, deceased, in the shares as set forth below, to-wit:

Beneficiary	Relationship	Share
LILLIAN L. KROG	Daughter	One-Third (1/3)
LEE L. DELANEY	Son	One-Third (1/3)
WILLIAM JAMES DELANEY, JR.	Son	One-Third (1/3)

[redacted] [redacted] [redacted]

3-

The following constitutes the residue of estate in the hands of the personal representative, distribution of which is hereby ordered, to-wit:

Real Property	$ 30,400.00
Personal Property	$ 2,000.00
TOTAL	$ 32,400.00

4-

Upon full compliance herewith, and the same shall be reported by the personal representative, the personal representative shall be immediately discharged from his duties as executor under the will and personal representative of the estate and released from further liability.

DATED this 24th day of July, 1989.

D. TERRY ROGERS, District Judge

THE STATE OF WYOMING)
COUNTY OF SWEETWATER)

MARILYN M. JENSEN, CLERK OF THE FIFTH 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 _____

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF)
)
WILLIAM JAMES DELANEY,) Probate No. 1287
)
deceased.)

REPORT OF APPRAISAL
OF
ESTATE ASSETS

Comes now LEE L. DELANEY, personal representative of the above estate, and reports that he has caused the assets of the estate to be appraised as follows:

Real estate -	Appraised value
All of Lot 23 and that portion of Lot 22 commencing on the Southeast corner of said lot thence running North along the East lot line a distance of 15 feet to a point; thence running S87°-08' West a distance of 100 feet to a point on the West boundary line of said lot; thence running South along said lot line a distance of 10 feet to a point; and thence running East along the South boundary of said lot a distance of 100 feet to the point of beginning, Block 13, Pines Addition to the Town of Pinedale, Sublette County, Wyoming	$ 30,400.00

Attached hereto is the report of appraisal.

Personal property -	
Appliances and household belongings	$ 2,000.00
One (1) 1967 Pontiac automobile - V.I.N. 262877C122665	

Appraised by /s/ Wynarda L. Erquiaga.

THE STATE OF WYOMING
COUNTY OF SUBLETTE
MARILYN M. JENSEN, 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

- 0 -

FILED

APR 6 1989

MARILYN M. JENSEN
CLERK OF COURT

State of Wyoming - Reappraisal Program
Notice tc Property Owner

Dear Property Owner:

This is NOT a tax bill. It is a notice indicating the estimated fair market value of your property.

DELANEY WILLIAM J ET AL
P O BCX 554

PINEDALE WY 82941-0000

CNTY				PARCEL		CLASS
23	0000	00	1	26 17253		R
PROPERTY ADDRESS			: 136	MAYBELL		
VALUE OF IMPROVEMENT					19,300	
VALUE OF LAND					11,100	
TOTAL ESTIMATED FAIR MARKET VALUE					30,400	

Under Section 2(b) Chapter 70 of the 1984 Session Laws of Wyoming, The State Board of Equalization has authorized a statewide reappraisal of real property for the purpose of equalizing valuations. The PROFESSIONAL APPRAISAL COMPANY, INC., is under contract to conduct the reappraisal program. The company has completed the reappraisal in Sublette County, and the value shown represents the estimated fair market value of your property as of September 1, 1986.

All property owners wishing to discuss their appraisal with PROFESSIONAL APPRAISAL COMPANY personnel will be provided the opportunity at an informal hearing in their area. The company will advise property owners through available news media of the time and place, and will provide qualified personnel for the hearings. Appointments may be prescheduled by telephone. If you wish to discuss your value estimate, please contact PROFESSIONAL APPRAISAL COMPANY at 1-800-624-5353 or 1-800-654-5259 for an appointment.

This notice does not include valuations of agricultural use lands.

TO: MR. LEE L. DELANEY, personal representative,
Estate of WILLIAM JAMES DELANEY, deceased

Dear Mr. Delaney:

Per your request, I have valued those items as set forth in the inventory of the estate of WILLIAM JAMES DELANEY, deceased. I find those values to be as follows at the date of death, October 5, 1988:

Personal property -	Value
Appliances and household belongings	$ 2,000.00
One (1) 1967 Pontiac automobile - V.I.N. 262877C122665	- 0 -
Total	$ 2,000.00

DATED this 23 day of February, 1989.

x Wynnda L. Eguiaga

The foregoing values reflect the value adopted as to the value of said property at the date of death, October 5, 1988.

LEE L. DELANEY, personal representative

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

STATE OF CALIFORNIA)
) ss
COUNTY OF MODOC)

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

That he has read the foregoing report of appraisal of estate assets by him subscribed and that he knows the contents thereof and that the things and matters therein alleged and set forth are true as a matter of his own knowledge.

LEE L. DELANEY

Subscribed and sworn to before me this 27TH day of February, 1989.

Notary Public, Anne M. Ferry

My commission expires: 1/5/90

THE STATE OF WYOMING)
COUNTY OF SHERIDAN)

MARILYN M. JENSEN, CLERK OF THE ABOVE-ENTITLED 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 _____
By _____ Deputy

OFFICIAL SEAL
ANNE M. FERRY
NOTARY PUBLIC-CALIFORNIA
Principal Office in MODOC County
My Commission Expires Jan. 5, 1990

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

SUBLETTE COUNTY, WYOMING

IN THE MATTER OF THE ESTATE OF FAY C. BARGER, Deceased	)	Probate No. 1219

SUPPLEMENTAL DECREE OF DISTRIBUTION

THIS MATTER comes on for hearing before the Court on the 29th day of May, 1990, on the Supplemental Final Report and Petition for Distribution as presented to the Court on behalf of the Personal Representative of the above captioned estate, and the Court, having examined said Supplemental Final Report and Petition for Distribution and no person appearing to object, the Court specifically finds that each and all of the statements made in the said Supplemental Final Report and Petition for Distribution are true and correct, and that, therefore, order ought to be entered at this time fully and finally approving, ratifying and confirming the Supplemental Final Report and Petition for Distribution, and all doings of the Personal Representative in the premises.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED as follows:

1. That the Supplemental Final Report and Petition for Distribution be, and the same hereby is, fully and finally ratified, confirmed and approved, and all of the doings of the Personal Representative in the premises be, and the same are hereby fully and finally approved.

229407

FILED
BY: Marilyn M. Jensen
JUN 15 1990
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

RECORDED July 5 1990 2:30 P M
IN BOOK 57 Misc. PAGE 522
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

2. That the Personal Representative shall proceed to make final distribution of all real property of this estate omitted by clerical error in the Decree of Distribution previously entered in this matter, which real property is hereby declared to be the sole property of the TRUST I Estate and are hereby set over to and vested absolutely in ANNE E. BARGER, TRUSTEE OF THE TRUST I ESTATE, which property includes all right, title and interest of the decedent in the following described real property:

TOWNSHIP 32 NORTH, RANGE 108 WEST of the 6th P.M.
Sec. 6: Lot 6

3. That when the Personal Representative has completed the distribution of all estate assets, as ordered herein, with all documentation necessary with respect thereto, the Personal Representative shall file with the Court her Petition for Discharge.

DATED this 14th day of June, 1990.

BY THE COURT:

D. TERRY ROGERS
District Court Judge

THE STATE OF WYOMING
COUNTY OF SUBLETTE
I, MARILYN M. ..., CLERK OF THE ... JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND IN THE STATE AFORESAID, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, TRUE AND COMPLETE COPY.
SIGNED: ...
SUBLETTE COUNTY

MEMORANDUM OF SALE

THIS MEMORANDUM OF SALE made and entered into this 2nd day of July, 1990, by and between **ROBERT B. WELLS** and **ROSEMARY WELLS**, husband and wife, whose address is JC #52, Bondurant, Wyoming 82922, hereinafter referred to as Sellers, and **RICHARD CHARLES MELBY**, a single man, whose address is P.O. Box 194, Bondurant, Wyoming 82922, hereinafter referred to as Buyer.

WITNESSETH:

For the purchase price and upon the terms, covenants and conditions set forth in that certain Agreement for Purchase and Sale of Land bearing date the _____ day of July, 1990, from Sellers to Buyer, all of which terms, covenants and conditions are hereby made a part hereof as fully and completely as if herein specifically set out in full, Seller has agreed to sell and shall convey unto Buyers the following described real property situate, lying and being in the County of Sublette, State of Wyoming, more particularly described as follows:

Beginning at the SE corner of the SE1/4 of said Section 33,
thence N0°02'W for a distance of 639.65'
to the POINT OF BEGINNING; thence
N0°02'W a distance of 639.65'; thence
N89°41'E a distance of 660.0'; thence
S0°02'E a distance of 639.45'; thence
S89°42'W a distance of 660.0' to the POINT
OF BEGINNING;
containing 9.7 acres, more or less;

Subject, however, to the Sellers' lien and right to terminate the Agreement in accordance with its terms should Buyer default in any of the terms or conditions contained in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Sale the day and year first above written.

SELLERS:

229424

RECORDED July 9 19 90 10:45 A M
IN BOOK 57 Misc. PAGE 524
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mona Riley

Robert B. Wells

Rosemary Wells

BUYER:

Richard Charles Melby

ACKNOWLEDGMENTS ON FOLLOWING PAGE

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing Memorandum of Sale was acknowledged before me by Robert B. Wells and Rosemary Wells, husband and wife, this 2nd day of July, 1990.

WITNESS my hand and official seal.

JANA L GOODMAN NOTARY PUBLIC BY COMMISSION EXPIRES JANUARY 4, 1992 TETON COUNTY, WYOMING

Notary Public

My Commission expires: Jan. 4, 1992.

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing Memorandum of Sale was acknowledged before me by Richard Charles Melby, a single man, this 2nd day of July, 1990.

WITNESS my hand and official seal.

JANA L GOODMAN NOTARY PUBLIC BY COMMISSION EXPIRES JANUARY 4, 1992 TETON COUNTY, WYOMING

Notary Public

My Commission expires: Jan. 4, 1992.

CONTRACT FOR SALE

THIS AGREEMENT made and entered into on the date indicated below by and between HERMAN GENETTI, hereinafter referred to as Seller, and DAVID BABCOCK, hereinafter referred to as Buyer;

WITNESSETH, that for and in consideration of the mutual promises, covenants and agreements herein contained, the parties hereby agree as follows:

1. **Property.** Seller agrees to sell and Buyer agrees to buy for the price and according to the terms hereinafter set forth, all of Seller's right, title and interest in and to all of the assets listed in Exhibit "A" attached hereto and by this reference incorporated herein, said assets being used in the business known as "DANIEL TIMBER SERVICE" as presently located west of Pinedale, Wyoming, and, in addition, all inventory and the business good will of Seller.

2. **Cost.** The Buyer shall pay, as consideration for all of the hereinbefore described property, the sum of Thirty-Two Thousand and NO/100 ($32,000.00) Dollars, said sum payable as follows:

Four (4) equal principal payments of $8,000.00 each. The first said payment shall be due on 11/1/89 with suceeding principal payments due on the first day of each and every November thereafter until the entire $32,000.00 shall have been paid. In addition, Buyer shall pay interest on the outstanding principal balance at the rate of 10% per annum from 3/13/89. All accrued interest shall be paid on the date of each principal payment starting on 11/1/89.

3. **Business Name.** Buyer shall have the right to use the business name "DANIEL TIMBER SERVICE" within Sublette County, Wyoming.

4. **Conveyance.** Seller agrees to convey all of the aforementioned property by valid Bill of Sale upon payment in full of the total purchase price of $32,000.00.

5. **Time Of Essence.** Time is of the essence of this agreement and Buyer shall make all payments of the purchase price as herein provided.

6. **Default, Costs and Expenses.** Should a party to this agreement default or breach any of the terms of this agreement, said party in default or breach of this agreement shall pay all reasonable costs and expenses, including reasonable attorney's fees, incurred by the non-breaching or non-defaulting party in enforcing this agreement with or without suit, and all such costs, expenses and attorney's fees may be included in and from a part of any judgment entered in any proceeding brought by said non-defaulting or non-breaching party on or under this agreement.

7. **Waiver Of Breach.** The waiver by either party hereto of any breach of any condition or provisions of this agreement by the other party shall be limited to the particular instance, and shall not operate or be deemed to waive any further breach or breaches of said condition or provision. The failure of either party to insist in any one instance or more, upon the performance of any of the conditions or provisions of this agreement, or to exercise any right or privilege herein or therein conferred, shall not be construed as thereafter waiving any such conditions, provisions, right or privilege, but the same shall continue and remain in full force and effect.

8. **Notices.** All notices required herein shall be deemed to have been properly given herein when sent by Certified or Registered United States Mail, with all postage and charges fully prepaid and addressed to Seller and Buyer as follows:

RECORDED July 10 '90 12:15 P.
BOOK 57 PAGE 526
FEB 28 '89 March 28
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Linda Case Deputy

229433

Seller: HERMAN GENETTI
9 Genetti Drive
Pinedale, WY 82941

Buyer: DAVID BABCOCK
P.O. Box 401
Big Piney, WY 83113

The date of service of such notice shall be the date on which the notice is deposited in the United States Post Office.

9. Condition Of Property. The Buyer hereby agrees that he has had ample opportunity to inspect and examine the subject property and that he is purchasing the same "as is" and the Buyer agrees that the Seller has not nor does the Seller make any warranties as to the condition of the subject property.

10. Security Agreement. Buyer shall grant to Seller a security interest in the property described in Exhibit "A" to secure the sums payable hereunder. Said security interest shall be granted by the use of a form substantially similar to that attached hereto as Exhibit "B".

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 13th day of March, 1988.

SELLER:

Herman Genetti
HERMAN GENETTI

BUYER:

David Babcock
DAVID BABCOCK

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Contract For Sale** was acknowledged before me by HERMAN GENETTI this 13th day of March, 1989.

WITNESS my hand and official seal.

Susan J. Rodgers
County of Sublette
My Commission expires Dec. 12, 1990
Notary Public
State of Wyoming

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Contract For Sale** was acknowledged before me by DAVID BABCOCK this 13th day of March, 1989.

WITNESS my hand and official seal.

Susan J. Rodgers
County of Sublette
My Commission expires Dec. 12, 1990
Notary Public
State of Wyoming

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

EXHIBIT "A"

1 - Mobark Peeler and 15 Horse Electric Motor & Blower (Model PS8, Serial No. 120)

1 - Sharpening Saw & 10 Horse Electric Motor

1 - 15 Horse Electric Motor

1 - 2,500 Gallon Storage Tank

1 - Vat (4' wide, 3' deep, 20' long)

1 - Vat (4' wide, 30" deep 13' long)

3 - Round Tanks, (1 - 7' deep & 2 - 4½' deep)

1 - Tank (4' wide, 8' long 6' deep)

1 - Homemade Post Loader

1 - 500 Gallon Gas Tank

1 - 1952 International Crawler Tractor (Model T6, Serial No. TBK30813)

1. DEBTOR

Name [redacted] GID BABCOCK [redacted]

P. O. Box 401

Address Big piney, WY 83113

Filed at [redacted] o'clock M.

, 19

2A. SECURED PARTY

Name HERMAN GENETTI

P.O. Box 9 Genetti Drive

Address Pinedale, WY 82941

2B. ASSIG[illegible]

Name

Address

3. OBLIGATIONS SECURED BY THIS AGREEMENT

Funds Borrowed, $ 32,000.00 , with interest, as evidenced by one ~~Contract For Sale~~ Contract For Sale therefor:

Date of ~~XXX~~ Contract For Sale	*Amount*
3/13/89	$32,000.00

Maturity date or payable as follows: Four (4) equal principal payments of $8,000.00 each. The first said payment shall be due on 11/1/89 with succeeding principal payments due on the first day of each and every November thereafter until the *

(2) Future Advances, which may be made at the option of the Secured Party, with interest, as evidenced by negotiable promissory note(s) be given therefor.

4. COLLATERAL *(Here describe the collateral and specify location; if the collateral is, or is to be, affixed to realty such as crops or fixtures, describe the realty.)*

"ALL EQUIPMENT AND INVENTORY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN AS IF SET FORTH IN FULL."

*entire $32,000.00 shall have been paid. In addition, Debtor shall pay interest on the outstanding principal balance at the rate of 10% per annum from 3/13/89. All interest shall be paid on the date of each principal payment starting on 11/1/89.

After acquired property: Property, goods and chattels of the same classes as those listed above acquired by the Debtor subsequent to execution of this agreement and prior to its termination.

(a) *Proceeds and Products*, or either, of the collateral.

(b) *All increases*, substitutions, replacements, additions and accretions to collateral, including natural increase of livestock.

5. OWNERSHIP OF COLLATERAL. The Debtor is, or is to become, the owner of the collateral, and has, or will have when the collateral is acquired, the right to convey a security interest in it to the Secured Party. The collateral is, or will be when acquired, free and clear of all liens, claims, charges, encumbrances, taxes and assessments.

6. TITLE. This agreement is not intended to affect the title to the collateral which is, or will become, vested in the Debtor.

7. ACTS TO BE PERFORMED BY DEBTOR. The Debtor agrees as follows:

(a) *Payment and Performance.* The Debtor shall pay and perform all of the obligations secured by this agreement according to their terms.

(b) *Further Assurances.* The Debtor shall defend the title to the collateral against all persons. On demand by the Secured Party, the Debtor shall: (1) furnish further assurance of title; (2) furnish further security for the obligations secured by this agreement; and (3) execute any written instruments or do any other acts necessary to make effective the purposes and provisions of this agreement.

(c) *Possession and Removal.* The Debtor may remain in possession of the collateral until default under this agreement. The collateral may be removed from its present location only with the written consent of the Secured Party.

(d) *Sale and Exchange.* The Debtor may not sell or exchange the collateral without the written consent of the Secured Party, and whether or not such consent has been obtained, the proceeds of such sale or exchange at the option of the Secured Party shall be: (1) applied on the obligations secured by this agreement, or (2) subject to the lien of this agreement.

(e) *Certain Acts Required.*

(1) *Proper care and inspection.* The Debtor shall use reasonable care in the custody and preservation of the collateral. The Secured Party may enter upon the premises where the collateral is located and examine it.

(2) *Insurance.* The Debtor shall keep the collateral insured for the benefit of the Secured Party against loss by fire and other casualties or risks in such form and amount as may be required by the Secured Party. The policies shall be deposited with the Secured Party upon request.

(3) *Encumbrances and Taxes.* The Debtor shall keep the collateral free from all liens, claims, charges, encumbrances, taxes and assessments.

(f) *Failure to Perform Required Acts.*

(1) *Performance by Secured Party.* Upon failure by the Debtor to perform the acts described in paragraph (e) above, the Secured Party is authorized and has the option to take possession of the collateral and to perform any of said acts in any manner deemed proper by the Secured Party, without waiving any rights to enforce this agreement.

(2) *Charges Secured.* The reasonable expenses (including the cost of any insurance and payment of taxes or other charges) paid by the Secured Party in respect to the custody, preservation, use or operation of the collateral in his possession shall be deemed advanced to the Debtor by the Secured Party, shall bear interest at the highest rate provided by the above described notes, and shall be secured by this agreement.

8. WHEN OBLIGATIONS BECOME DUE. At the option of the Secured Party, the obligations secured by this agreement shall become immediately due and payable in full upon the happening of one or more of the following events:

(a) *Default in Obligation.* If the Debtor shall fail to perform any of the obligations secured by this agreement.

(b) *Default in Security Agreement.* If the Debtor shall fail to perform any covenant, condition or provision of this agreement.

(c) *Insecurity.* If the Secured Party shall at any time deem himself insecure in that the Secured Party in good faith believes that the prospect of payment or performance is impaired.

(d) *Miscellaneous.* Without in any way limiting the generality of the foregoing:

(1) If the Debtor shall fail to comply with any statute, requirement, rule, regulation, order or decree, of any federal, state, municipal or other governmental authority relating to the collateral.

(2) If the collateral be levied upon by virtue of an execution issued upon any judgment or any other process.

(3) If the Debtor be insolvent.

(4) If a petition or arrangement in bankruptcy be, or is to be, filed by or against the Debtor.

(5) If a general assignment for the benefit of creditors be made by the Debtor.

(6) If an application for receivership of any nature be, or is to be, filed, or a receiver of the Debtor's property be appointed in any action or proceeding.

(7) If the Debtor shall die; or if the Debtor is a corporation, association or partnership and it shall be, or about to be, voluntarily or involuntarily dissolved.

9. REMEDIES UPON DEFAULT.

(a) *General.* In the event of default under this agreement the Debtor and the Secured Party have the rights and remedies provided in Article 9 of the Uniform Commercial code and, in addition, those provided in this agreement.

(b) *Duty of Debtor to Assemble Collateral.* In the event of default the Debtor shall upon request of the Secured Party assemble the collateral and make it available to the Secured Party at the place designated by the Secured Party, which is reasonably convenient to both parties.

10. COVENANT TO PAY DEFICIENCY. Upon default if the sale or other disposition of the collateral fails to satisfy the obligations secured by this agreement and the reasonable expenses of retaking, holding, preparing for sale, selling and the like, including reasonable attorneys' fees and legal expenses incurred by the Secured Party in connection with this agreement or the obligations it secures, the Debtor shall be liable for any deficiency.

11. MISCELLANEOUS. The Debtor and the Secured Party agree as follows:

(a) *No Discharge.* No party to this agreement shall be discharged by any extension of time, additional advances and notes, renewals and extensions of any note, the taking of further security, releasing security, extinguishment of the security interest as to all or any part of the collateral, or any other act except a release or discharge of the secured interest upon the full payment of the obligations secured by this agreement including charges, expenses, fees, costs and interest.

(b) *No Waiver or Estoppel.* Any failure by the Secured Party to exercise any right set forth in this agreement shall not constitute a waiver thereof. Nothing in this agreement or in the obligations secured by it shall preclude any other remedy by action or otherwise for the enforcement of this agreement or the payment in full of the obligations secured by it.

(c) *Succession.* This agreement shall bind the respective executors, administrators, distributees, successors and assigns of the Debtor and the Secured Party.

(d) *Governing Law.* The rights and duties of the parties under this agreement shall be governed by the laws of the State of Wyoming.

Signed this ..... day of ....., 19.....

HERMAN GENETTI — Secured Party

DAVID BABCOCK

By .....

Debtor

EXHIBIT "A"

1 - Mobark Peeler and 15 Horse Electric Motor & Blower (Model PS8, Serial No. 120)

1 - Sharpening Saw & 10 Horse Electric Motor

1 - 15 Horse Electric Motor

1 - 2,500 Gallon Storage Tank

1 - Vat (4' wide, 3' deep, 20' long)

1 - Vat (4' wide, 30" deep 13' long)

3 - Round Tanks, (1 - 7' deep & 2 - 4½' deep)

1 - Tank (4' wide, 8' long 6' deep)

1 - Homemade Post Loader

1 - 500 Gallon Gas Tank

1 - 1952 International Crawler Tractor (Model T6, Serial No. TBK30813)

AFFIDAVIT OF EASEMENT AND RIGHT-OF-WAY CENTERLINE DESCRIPTION

NORTHWEST PIPELINE CORPORATION, whose address is P. O. Box 58900, Salt Lake City, Utah 84158-0900, hereinafter referred to as "Affiant", is the Grantee of an Easement and Right-of-Way identified and described as follows:
Grantor: Cross Lazy 2 Land & Livestock, Inc.
Dated September 14, 1989, recorded in Book 56 Misc., at Page 47, Sublette County, State of Wyoming.

A strip of land 60 feet wide across a portion of Section 15, Township 29 North, Range 113 West, Sublette County, Wyoming, being 40 feet Easterly and 20 feet Westerly of the centerline of the existing 16 inch diameter pipeline, whose location shall control said right-of-way and easement, being further described by the following survey line.

Beginning at a point located on the East boundary line of Section 15, said point being 913.4 feet Southerly along said boundary line from the Northeast corner of said Section 15;
Thence North 89°17' West, a distance of 83.6 feet;
Thence North 0°46' East, a distance of 914.7 feet;
to a point located on the North boundary line of the Northeast Quarter of said Section 15, said point being 74.3 feet Westerly along said boundary line, from the Northeast corner of said Section 15.

The right-of-way lines of said strip of land are to be altered so as to begin on said East line of parcel of land and to terminate on said North line of parcel of land.

The length of the above described survey line is 998.3 feet, or 60.503 rods, or 0.189 miles.

Affiant states that in accordance with Wyoming Statute Section 34-1-141 (1980) the description of the hereinabove Easement and Right-of-Way is the surveyed centerline description, and that the description has been recorded within one year from the date of execution of the Easement and Right-of-Way.

NORTHWEST PIPELINE CORPORATION

Dwg. No. N761.0-5
Land No. 003592
0333B

By: _____

ACKNOWLEDGEMENT

STATE OF

COUNTY OF

229461

RECORDED July 12 19 96 3:45 PM
IN BOOK 57 Misc. PAGE 531
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK

The foregoing instrument was acknowledged before me by K. E. Huff, By: Marvin Riley Attorney-in-Fact for Northwest Pipeline Corp., this 2nd day of July, 19 96.

Witness my hand and official seal.

My Commission expires:

1-29-94

Wilma S West
Notary Public in and for Salt Lake County, State of Utah

Notary Public
WILMA S. WEST
295 Chipeta
Salt Lake City, Utah 84158
My Commission Expires
January 29, 1994
State of Utah

NORTHWEST PIPELINE CORPORATION
Wilma West, M.S. 10352
P. O. Box 58900
Salt Lake City, Utah 84158-0900

AFFIDAVIT OF EASEMENT AND RIGHT-OF-WAY CENTERLINE DESCRIPTION

NORTHWEST PIPELINE CORPORATION, whose address is P. O. Box 58900, Salt Lake City, Utah 84158-0900, hereinafter referred to as "Affiant", is the Grantee of an Easement and Right-of-Way identified and described as follows:
Grantor: Budd and Sons Land Company
Dated October 10, 1989, recorded in Book 56 Misc., at Page 197, Sublette County, State of Wyoming.

A strip of land 50 feet wide across a portion of Section 3, Township 29 North, Range 113 West, Sublette County, Wyoming, being 35 feet Easterly and 15 eet Westerly of the centerline of the existing 16 inch diameter pipeline, whose location shall control said right-of-way and easement, being further described by the following survey line.

Beginning at a point located on the South boundary line of the Northest Quarter of the Southeast Quarter of Section 3, said point bears South 28°31' West a distance of 1506.6 from the East Quarter of said Section 3;
Thence North 27°15' West, a distance of 726.7 feet;
to a point located in the Northeast Quarter of the Southeast Quarter of said Section 3, said point bears South 57°13' West a distance of 1251.5 feet from the East Quarter corner of said Section 3.

The right-of-way lines of said strip of land are to be altered so as to begin on said South line of parcel of land and to terminate at said point.

The length of the above described survey line is 726.7 feet, or 44.042 rods, or 0.138 miles.

Affiant states that in accordance with Wyoming Statute Section 34-1-141 (1980) the description of the hereinabove Easement and Right-of-Way is the surveyed centerline description, and that the description has been recorded within one year from the date of execution of the Easement and Right-of-Way.

NORTHWEST PIPELINE CORPORATION

Dwg. No. N761.0-5
Land No. 003594
0333C

By: _____

ACKNOWLEDGEMENT

STATE OF

COUNTY OF

229462

RECORDED July 12 19 90 at 4:00 PM
IN BOOK 57 Misc. PAGE 532
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK

The foregoing instrument was acknowledged before me by R. E. Huff By mail filing, Attorney-in-Fact for Northwest Pipeline Corp., this 29th day of June, 1990.

Witness my hand and official seal.

My Commission expires:

1-29-90

Wilma S. West
Notary Public in and for Salt Lake County, State of Ut.

Notary Public
WILMA S. WEST
295 Chipeta
Salt Lake City, Utah 84158
My Commission Expires
January 29, 1994
State of Utah

NORTHWEST PIPELINE CORPORATION
Wilma West, M.S. 10352
P. O. Box 58900
Salt Lake City, Utah 84158-0900

AFFIDAVIT OF EASEMENT AND RIGHT-OF-WAY CENTERLINE DESCRIPTION

NORTHWEST PIPELINE CORPORATION, whose address is P. O. Box 58900, Salt Lake City, Utah 84158-0900, hereinafter referred to as "Affiant", is the Grantee of an Easement and Right-of-Way identified and described as follows:
Grantor: Flying "W" Land & Livestock Corporation
Dated September 14, 1989, recorded in Book 56, at Page 201, Sublette County, State of Wyoming.

A strip of land 60 feet wide across a portion of Section 10, Township 29 North, Range 113 West, Sublette County, Wyoming, being 40 feet East and 20 feet West of the centerline of the existing 16 inch diameter pipeline, whose location shall control said right-of-way and easement, being further described by the following survey line.

Beginning at a point located on the South boundary line of Section 10, said point being 74.3 feet Westerly along said boundary line from the Southeast corner of said Section 10;
Thence North 0°46' East, a distance of 826.4 feet;
Thence North 8°30' West, a distance of 957.3 feet;
Thence North 3°36' East, a distance of 2933.7 feet;
Thence North 23°13' West, a distance of 361.0 feet;
Thence North 21°47' East, a distance of 136.4 feet;
Thence North 23°13' West, a distance of 136.7 feet; to a point located on the North boundary line of the Northeast boundary line of said Section 10, said point being 184.9 feet Westerly along said boundary line, from the Northeast corner of said Section 10.

The right-of-way lines of said strip of land are to be altered so as to begin on said South line of parcel of land and to terminate on said North line of parcel of land.

The length of the above described survey line is 5,351.5 feet, or 324.333 rods, or 1.014 miles.

Affiant states that in accordance with Wyoming Statute Section 34-1-141 (1980) the description of the hereinabove Easement and Right-of-Way is the surveyed centerline description, and that the description has been recorded within one year from the date of execution of the Easement and Right-of-Way.

NORTHWEST PIPELINE CORPORATION

Dwg. No. N761.0-5
Land No. 003593
0333A

By: _____

ACKNOWLEDGEMENT

229463

RECORDED July 12 1990 4:00 PM
IN BOOK 57 Misc. PAGE 533
FEES 4.00 Kay L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me by K. S. Huff, Br. mgr. Pipeline Ops. Attorney-in-Fact for Northwest Pipeline Corp., this 2nd day of July, 1990.

Witness my hand and official seal.

My Commission expires 1-29-90

Notary Public
WILMA S. WEST
256 Chipeta
Salt Lake City, Utah 34158
My Commission Expires
January 29, 1994
State of Utah

NORTHWEST PIPELINE CORPORATION
Wilma West, M.S. 10352
P. O. Box 58900
Salt Lake City, Utah 84158-0900

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:

SNYDER OPERATING COMPANY
(FORMERLY: SNYDER OIL COMPANY)

ARTICLES OF AMENDMENT

MARCH 8, 1990

229484

RECORDED July 17 1990 8:10 A M
IN BOOK 57 Misc. PAGE 535
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

THE STATE OF TEXAS

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

6th ***day of*** JULY ***, A. D. 19*** 90

Jack S Baylor Jr.
Secretary of State

pn

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
SNYDER OIL COMPANY

FILED
In the Office of the
Secretary of State of Texas

MAR 08 1990

Corporations Section

Pursuant to the provisions of article 4.04 of the Texas Business Corporation Act, Snyder Oil Company, a Texas corporation (the "Corporation"), adopts the following Articles of Amendment to the Articles of Incorporation of the Corporation:

ARTICLE ONE

The name of the Corporation is Snyder Oil Company.

ARTICLE TWO

The following amendment to the Articles of Incorporation of the Corporation was adopted by the Board of Directors of the Corporation on February 7, 1990. The amendment alters or changes Article First of the amended Articles of Incorporation and the full text of the amended Article First is as follows:

FIRST: The name of the Corporation is Snyder Operating Company.

ARTICLE THREE

The number of shares of the Corporation outstanding and entitled to vote at the time of the adoption of the amendment was 1,000.

ARTICLE FOUR

The above amendment to the Articles of Incorporation was adopted by unanimous written consent of the shareholders of the Corporation on February 26, 1990.

ARTICLE FIVE

The holders of all the shares outstanding and entitled to vote on the above amendment have signed a consent in writing adopting said amendment.

IN WITNESS WHEREOF, the undersigned officer has set his hand hereunto as of February 26, 1990.

SNYDER OIL COMPANY

By: _____
John A. Fanning
Executive Vice President

537

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 25th day of May, 1990, between WILLIAM L. HJORTH, B. W. WARD, JR. and NANCY L. WARD, as Sellers, and ALAN CLARK HUSTON and RUSSELL L. ECKLUND, as Buyers. The Sellers did agree to sell and the Buyers did agree to buy a certain tract of real property located in Sublette County, Wyoming described as follows to-wit:

That part of the SE¼ of Section 24, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming described as follows:

BEGINNING at the southeast corner of said Section 24 found as described in the Certified Land Corner Recordation Certificate filed in the Office of the Clerk of Sublette County;
thence N.00°17.2'E., 2650.14 feet along the east line of said Section 24 to the east one-quarter corner of said Section 24 found as described in the Certified Land Corner Recordation Certificate filed in the said Office;
thence N.89°30.5'W., the base bearing for this survey, 1335.77 feet along the north line of the said SE¼ to the northwest corner of the NE¼SE¼ of said Section 24 found as described in the Certified Land Corner Recordation Certificate filed in the said Office;
thence continuing N.89°30.5'W., 476.94 feet to a point;
thence S.00°29.5'W., 50.00 feet to a point on the south right-of-way line of South Bench County Road No. 23-109;
thence southerly generally coursing a fence line with the monuments governing the property line as follows:
thence S.16°06'W., 181.11 feet to a point;
thence S.09°55.3'W., 240.18 feet to a point;
thence S.17°22.2'E., 569.31 feet to a point;
thence S.24°56.4'E., 538.28 feet to a point;
thence S.05°55.2'E., 364.79 feet to a point and leave said fence;
thence S.37°11.0'W., 1002.70 feet to a point on the south line of said Section 24;
thence S.89°40.2'E., 2062.90 feet along the south line of said Section 24 to the corner of Beginning;
Encompassing an area of 105.00 acres, more or less;
SUBJECT TO an easement for South Bench County Road No. 23-109 for the north, fifty feet;
each point marked by a 5/8"x24" steel reinforcing rod with aluminum cap inscribed, "SURVEYOR SCHERBLE, LTD. PLS 164 BIG PINEY, WY";
all in accordance with the plat prepared to be filed in the said Office titled, "WILLIAM L. HJORTH PLAT OF TRACTS IN SE¼ SECTION 24 T33N R109W SUBLETTE COUNTY, WYOMING", dated 27 November 1989, revised 16 April 1990.

TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in the United States patents or of record, 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 595, Pinedale, WY 82941.

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

DATED this 25th day of MAY, 1990.

SELLERS:

WILLIAM L. HJORTH

229548

RECORDED July 19 19 90 4:30 P M
IN BOOK 57 Misc. PAGE 537
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

B. W. WARD, JR.

NANCY L. WARD

DATED this 12th day of July, 1990.

BUYERS:

ALAN CLARK HUSTON

RUSSELL L. ECKLUND

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by WILLIAM L. HJORTH, this 16th day of July, 1990.

WITNESS my hand and official seal.

Don Tegeler
Notary Public
State of
Wyoming
My Commission Expires Dec. 18, 1990

NOTARY PUBLIC

My Commission Expires:

STATE OF California)
) ss.
COUNTY OF Los Angeles)

The foregoing **Memorandum of Agreement** was acknowledged before me by ~~B. W. WARD, JR. and~~ NANCY L. WARD, this 25th day of July, 1990.

WITNESS my hand and official seal.

OFFICIAL SEAL
L SANTORO
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires June 21, 1993

NOTARY PUBLIC

My Commission Expires: 6/21/93

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by ALAN CLARK HUSTON ~~and RUSSELL L. ECKLUND~~, this 12th day of July, 1990.

WITNESS my hand and official seal.

Sheryl L. Hetler
NOTARY PUBLIC

SHERYL L. HETLER NOTARY PUBLIC SUBLETTE COUNTY WYOMING

My Commission Expires: **SEPTEMBER 18, 1993**

(Individual)

COMMONWEALTH
LAND TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

STATE OF CALIFORNIA }
COUNTY OF Orange } SS.

On May 31, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared B. W. Ward Jr.***

, (known to me) (or proved to me on the basis of satisfactory evidence) to be person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature Sheri Loftin

Attached to Memorandum of Agreement dated 5-25-90

OFFICIAL SEAL
SHERI LOFTIN
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Exp. June 23, 1992

CLT-J-1

(This area for official notarial seal)

STATE OF Wyoming)
)ss.
COUNTY OF Sublette)

The foregoing Memorandum of Agreement was acknowledged before me by RUSSELL L. ECKLUND, this 13 day of July, 1990.

WITNESS my hand and official seal.

Don Togalos
Notary Public
County of Sublette
State of Wyoming
My Commission Expires Dec. 18, 1990

My Commission Expires

Don Legeles
NOTARY PUBLIC

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 SNYDER OIL CORPORATION, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, MERGING SNYDER OPERATING COMPANY A CORPORATION CHARTERED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, PURSUANT TO SECTION 253 OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTIETH DAY OF JUNE, A.D. 1990, AT 4:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATE SHALL BE RECORDED IN THE LAWS OF THE STATE OF DELAWARE.

229558

RECORDED July 20 19 90 1:10 P M
IN BOOK 57 Misc. PAGE 540
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by: mary Riley

Michael Harkins, Secretary of State

AUTHENTICATION:

DATE:

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

SNYDER OPERATING COMPANY

INTO

SNYDER OIL CORPORATION

(Pursuant to Section 253 of the
General Corporation Law of Delaware)

SNYDER OIL CORPORATION, a Delaware corporation (the "Corporation"), for the purpose of merging Snyder Operating Company, a Texas corporation ("Snyder"), with and into the Corporation, does hereby certify as follows:

FIRST: The Corporation is incorporated pursuant to the General Corporation Law of Delaware ("DGCL").

SECOND: The Corporation owns 100% of the issued and outstanding capital stock of Snyder.

THIRD: The Corporation shall survive the merger.

FOURTH: The Board of Directors of the Corporation, at a meeting of the board of directors held on May 23, 1990, duly adopted resolutions authorizing the merger of Snyder with and into the Corporation pursuant to Section 253 of the DGCL. A copy of these resolutions is attached hereto as Exhibit A.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Ownership and Merger to be signed by its duly authorized officers as of the 13th day of June, 1990.

SNYDER OIL CORPORATION

By: _____
John A. Fanning
Executive Vice President

Attest:

_____
Rodney L. Waller
Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 08:30 AM 06/20/1990
901715003 - 2214014

Exhibit A

RESOLUTIONS ADOPTED AT
A MEETING
OF THE BOARD OF DIRECTORS OF
SNYDER OIL CORPORATION

RESOLVED, that Snyder Oil Corporation (the "Corporation") merge Snyder Operating Company, a Texas corporation ("Snyder"), with and into the Corporation, with the Corporation being the surviving corporation (the "Surviving Corporation"), pursuant to Section 253 of the Delaware General Corporation Law ("DGCL") and Article 5.16 of the Texas Business Corporation Act; and be it further

RESOLVED, that the Certificate of Incorporation of the Corporation, as amended and on file with the Secretary of State of Delaware, and the Bylaws of the Corporation, shall be the Certificate of Incorporation and Bylaws, respectively, of the Surviving Corporation, and the directors and officers of the Corporation shall be the directors and officers, respectively, of the Surviving Corporation; and be it further

RESOLVED, that the officers of the Corporation, be, and each of them hereby is, authorized to take such action and to execute such documents as they deem necessary or appropriate to implement and to otherwise carry out the purposes of the foregoing resolutions; and be it further

RESOLVED, that each and every action taken by any director or officer of the Corporation prior to the date of the actual adoption of these resolutions which would have been authorized by the foregoing resolutions, but for the fact that such actions were taken prior to such date, be, and each hereby is, ratified, approved, affirmed, and adopted.

MEMORANDUM OF CONTRACT

TO WHOM IT MAY CONCERN:

On July 21, 1990, Charles O. Fuller and Alice Fay Fuller, husband and wife, as Seller, and Fredrick S. Cudney and Carolina D. Cudney, husband and wife, as Buyer, entered into a Sales Agreement whereby Seller agreed to sell and Buyer agreed to buy the following described real property, to wit:

> Lot Five (5) in the Shriver Sub-division, as the same appears on the plat and map of said sub-division filed for record in the Office of the Sublette County Clerk and Ex-Officio Registrar of Deeds, Sublette County, Wyoming; TOGETHER WITH all improvements and appurtenances thereunto appertaining;
> SUBJECT TO: reservations, restrictions and exceptions of record and those contained in United States patents;
> SUBJECT TO: prior mineral reservations of record;
> SUBJECT TO: easements and/or rights of way of record, in use or of sight.

in accordance with the provisions, terms, covenants and conditions contained in said Sales Agreement. Said Sales Agreement provides, among other things, that upon Buyer's full payment to Seller of the total purchase price and interest, Seller shall convey the above property to Buyer by a good and sufficient Warranty Deed. Said Sales Agreement also provides that if Buyer fails to make payments in accordance with the terms of the Sales Agreement, or otherwise defaults thereunder, the Sales Agreement may be terminated at the option of the Seller.

This document is not a contract between the parties and in no way modifies, clarifies, interprets, or affects the Sales Agreement aforesaid. This document is intended as a notice to any concerned party that Seller and Buyer have entered into a written contract relating to the aforesaid property.

SELLER:

Charles O. Fuller

Alice Fay Fuller

BUYER:

Fredrick S. Cudney

Carolina D. Cudney

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Charles O. Fuller and Alice Fay Fuller this 21st day of July, 1990.

Witness my hand and official seal.

Notary Public

My Commission Expires: 2/7/94

229563

RECORDED July 23 1990 10:00 A M
IN BOOK 57 Misc. PAGE 543
FEES $6.00 Mary L. Leaksford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By: Jean Riley

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Fredrick S. Cudney and Carolina D. Cudney this 27 day of July, 1990.

Witness my hand and official seal.

Notary Public

My Commission Expires: 2/7/94

545

AFFIDAVIT OF SURVIVORSHIP

GRETCHEN K. FINCH, being of lawful age and being first duly sworn upon oath according to law, deposes and states as follows:

1. That on May 25, 1988, Roger L. Rink and Chris L. Rink, Grantors, conveyed to Peter S. Finch and Gretchen K. Finch, husband and wife, Grantees, the following described real property situated in the County of Sublette, State of Wyoming:

> Tract 47 of Redstone Warren Bridge Subdivision, Second Filing, containing 10 acres.

Which deed was duly filed for record in the Office of the County Clerk and Ex-officio Registrar of Deeds in Sublette County, Wyoming, on May 27, 1988, and recorded in Book 28 of Deeds, Page 250 of the records of said Clerk.

2. That the Affiant does hereby certify under oath to the death of Peter S. Finch, who was named in the above-described Warranty Deed as one of the Grantees therein, and that the death of Peter S. Finch on the 23rd day of April, 1990, in Teton County, Wyoming, terminated his interest and estate in and to the above-described property, whereby Gretchen K. Finch, his surviving spouse, became the sole and absolute owner in fee simple of said property, and that attached hereto and made a part hereof is a copy of the official Certificate of Death of said decedent, certified by the State Registrar of Vital Records Service, Division of Health and Medical Services, Cheyenne, Wyoming, in accordance with the laws of the State of Wyoming.

3. Affiant further certifies that Peter S. Finch, as named in the Warranty Deed, and Peter S. Finch, as named in the Certificate of Death, are one and the same person.

229567 DATED this 19th day of July, 1990.

RECORDED July 23 1990 11:00 A.M.
IN BOOK 57 Misc. PAGE 545
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

Gretchen K. Finch
Gretchen K. Finch

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

Subscribed and sworn to before me by Gretchen K. Finch this 19th day of July, 1990.

WITNESS my hand and official seal.

JANA L. GOODMAN NOTARY PUBLIC TETON COUNTY, WYOMING MY COMMISSION EXPIRES JANUARY 6, 1992

Notary Public

My commission expires: Jan. 6, 1992.

13

LOCAL FILE NUMBER

STATE OF WYOMING
DIVISION OF HEALTH AND MEDICAL SERVICES
CERTIFICATE OF DEATH

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT INK **FOR INSTRUCTIONS SEE HANDBOOK**

DECEDENT

1. DECEDENT NAME — FIRST	MIDDLE	LAST	2. SEX	3. DATE OF DEATH (Mo. Day Yr.)
Peter	S.	Finch	Male	April 23, 1990

4. SOCIAL SECURITY NUMBER	5a. AGE Last Birthday (Years)	5b. UNDER 1 YEAR Months	Days	5c. UNDER 1 DAY Hours	Minutes	6. DATE OF BIRTH (Mo. Day Yr.)
526-38-0602	59					April 20, 1931

7a. PLACE OF DEATH (Check only one)

HOSPITAL ☐ Inpatient ☒ E.R. Outpatient ☐ DOA | OTHER ☐ Nursing Home ☐ Residence ☐ Other (Specify)

7b. FACILITY NAME (If not institution give street and number)	7c. CITY, TOWN OR LOCATION OF DEATH	7d. COUNTY OF DEATH
St. John's Hospital	Jackson	Teton

8. STATE OF BIRTH (If not in U.S.A. name country)	9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify)	10. SURVIVING SPOUSE (If wife give maiden name)
New York	Married	Gretchen Kieckhefer

11. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no)	12a. USUAL OCCUPATION (Give kind of work done during most of working life even if retired)	12b. KIND OF BUSINESS OR INDUSTRY
Yes	Minister-Rancher	Self.

13a. RESIDENCE STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Teton	Moran	P.O. Box 190

13e. INSIDE CITY LIMITS? (Specify yes or no)	14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes If yes, specify Cuban, Mexican, Puerto Rican, Etc.)	15. RACE - American Indian, Black, White, Etc (Specify)	16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12)	College (1-4 or 5+)
No	No ☒ Yes ☐ (Specify)	White-Am.		2

PARENTS

17. FATHER'S NAME — First	Middle	Last	18. MOTHER'S NAME — First	Middle	Maiden Surname
George	Wesley	Finch	Gertrude	Lawrence	

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Gretchen Finch	Wife

19c. MAILING ADDRESS — STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIPCODE
P.O. Box 190	Moran,	Wyoming	83013

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify)	20b. DATE (Mo. Day Yr.)	20c. CEMETERY OR CREMATORY-NAME	20d. LOCATION — CITY OR TOWN	STATE
Removal/Cremation	4-23-90	Southeastern IdahoCrematory	Blackfoot,	Idaho

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY	83001
▶ Mark A. Wade	#452	Valley Mortuary		P.O. Box 9059 Jackson, Wy.	

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

22a. To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) stated. (Signature and Title) ▶ Dennis L. Butcher MD

22b. DATE SIGNED (Mo. Day. Yr.): April 23, 1990

22c. HOUR OF DEATH: 00:09 M

22d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)

To be Completed by CORONER Only

23a. 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) ▶

23b. DATE SIGNED (Mo. Day Yr.)

23c. HOUR OF DEATH M

23d. PRONOUNCED DEAD (Mo. Day Yr.)

23e. PRONOUNCED DEAD (Hour) M

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

Dr. Dennis Butcher P.O. Box 3009 Jackson, Wy. 83001

25a. REGISTRAR (Signature) ▶ Lynne Hawbecker, Deputy

25b. DATE RECEIVED BY REGISTRAR (Mo. Day. Yr.): April 23, 1990

CAUSE OF DEATH

PART I. Enter the diseases, injuries, or complications that caused death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.

26

		Approximate Interval Between Onset and Death
IMMEDIATE CAUSE (Final disease or condition resulting in death) ▶ a.	Ventricular fibrillation	~~April~~ Thr
DUE TO (OR AS A CONSEQUENCE OF)		
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST b.	Coronary artery disease	17y
DUE TO (OR AS A CONSEQUENCE OF)		
c.		
DUE TO (OR AS A CONSEQUENCE OF)		
d.		

PART II. OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not related to cause given in PART I

27. AUTOPSY (Specify yes or no)	28. WAS CASE REFERRED TO CORONER (Specify yes or no)
No	No

29. MANNER OF DEATH	30a. DATE OF INJURY (Month Day Year)	30b. TIME OF INJURY	30c. INJURY AT WORK? (Specify yes or no)	30d. DESCRIBE HOW INJURY OCCURRED
☒ Natural ☐ Pending Investigation ☐ Could not be Determined		M		

30e. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)

30f. LOCATION (Street and Number or Rural Route Number, City or Town, State)

VR 2-89
1/89 15

VITAL RECORDS SERVICES WYOMING 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 May 1, 1990

Linda McCaffrey
Deputy State Registrar

RIGHT OF WAY EASEMENT

DOYLE F. CHILD and ELAINE C. CHILD, husband and wife of Box 248, Afton, Wyoming, Grantors, herein Grant and Convey to the present and future owners of Tract Number Seven, Sheet Eleven of the Hoback Ranches Subdivision as platted and filed in the office of the Sublette County Clerk, Pinedale, Wyoming a perpetual easement, thirty three feet in width, for ingress and egress to said tract, over and across an existing roadway on lands owned by Grantors, the centerline of which is described, to wit:

Beginning at a point which is 89 degrees, forty three minutes and fourteen seconds East from the Northwest corner of said Tract Seven, along the North boundary of said tract, 1,027.568 feet and running thence North six degrees, thirty one minutes and twenty four seconds West, 392.43 feet to the centerline of Chippewa Drive as platted on said subdivision, hereby waiving any rights by virtue of the homestead laws of the State of Wyoming.

229581

Signed at Afton, Wyoming this 12th day of July, 1990.

RECORDED July 23 19 90 3:20 P M
IN BOOK 57 Misc. PAGE 547
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

Doyle F. Child

Elaine C. Child

STATE OF WYOMING)
) SS
COUNTY OF LINCOLN)

Before me this 12th day of July, 1990 appeared Doyle F. Child and Elaine C. Child, husband and wife, who signed the foregoing instrument as their free act and deed.

Saundra J. Merrill Notary Public
County of Lincoln State of Wyoming
My Commission Expires
My Commission Expires

NOTARY PUBLIC
March 8, 1993

RELEASE OF ASSIGNMENT OF REAL ESTATE CONTRACTS AND MORTGAGES

KNOW ALL MEN BY THESE PRESENTS:

That KEY BANK OF WYOMING - JACKSON, fka: First Wyoming Bank-Evanston of the County of Uinta, State of Wyoming, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby release from that certain Assignment of Real Estate Contracts and Mortgages Agreement dated January 30, 1984, executed by Hoback Ranches, Inc., a Wyoming Corporation, as Assignor, to the said County Clerk of Uinta County, State of Wyoming, on the said First Wyoming Bank-Evanston, now known as Key Bank of Wyoming, as Assignee, and recorded in the office of the County Clerk of Sublette County, State of Wyoming, on the 8th day of January, 1982 in Book 39 Misc, Page 495, that portion of the property covered by said Assignment of Real Estate Contracts and Mortgages Agreement mortgage and described as follows, to-wit:

S 1/2 NW 1/4 SE 1/4 of Section 3, Township 36 North, Range 113 West of the 6th Principal Meridian, Wyoming.

It being expressly understood and agreed that this release shall not affect or impair the said Assignment of Real Estate Contracts and Mortgages Agreement or security thereof in any manner of form whatsoever as to the remainder of the Assignment of Real Estate Contract and Mortgages therein and thereby and not herein released.

In Witness Whereof, The KEY BANK OF WYOMING has caused these Presents to be signed by its Vice President and its corporate seal to be affixed this 20 day of July, 19 90.

KEY BANK OF WYOMING

ATTEST-SEAL:

KEY BANK OF WYOMING - JACKSON CORPORATE SEAL STATE OF WYOMING

Lori A. Alexander

BY: Leonard K. Defa
Leonard K. Defa
ITS: Vice-President

On this 20 day of July, 19 90, before me personally appeared Leonard K. Defa, to me personally known, who, being by me duly sworn, did say that he is the Vice President of KEY BANK OF WYOMING - JACKSON 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 Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 20 day of July 19 90

Notary Public State of Wyoming Oct. 3, 1990

Notary Public

My Commission Expires: October 3, 1990

229588

RECORDED July 23 1990 4:30 P M
IN BOOK 57 Misc. PAGE 548
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jan Riley

RELEASE OF ASSIGNMENT OF REAL ESTATE CONTRACTS AND MORTGAGES

KNOW ALL MEN BY THESE PRESENTS:

That KEY BANK OF WYOMING - JACKSON, fka: First Wyoming Bank-Evanston of the County of Uinta, State of Wyoming, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby release from that certain Assignment of Real Estate Contracts and Mortgages Agreement dated January 30, 1984, executed by Hoback Ranches, Inc., a Wyoming Corporation, as Assignor, to the said County Clerk of Uinta County, State of Wyoming, on the said First Wyoming Bank-Evanston, now known as Key Bank of Wyoming, as Assignee, and recorded in the office of the County Clerk of Sublette County, State of Wyoming, on the 8th day of January, 1982 in Book 39 Misc, Page 495, that portion of the property covered by said Assignment of Real Estate Contracts and Mortgages Agreement mortgage and described as follows, to-wit:

W 1/4 of Tract 16, sheet 7 of Hoback Ranches Subdivision, Sublette County, Wyoming

It being expressly understood and agreed that this release shall not affect or impair the said Assignment of Real Estate Contracts and Mortgages Agreement or security thereof in any manner of form whatsoever as to the remainder of the Assignment of Real Estate Contract and Mortgages therein and thereby and not herein released.

In Witness Whereof, The KEY BANK OF WYOMING has caused these Presents to be signed by its Vice President and its corporate seal to be affixed this 20 day of July, 19 90.

KEY BANK OF WYOMING

ATTEST/SEAL

Lori A. Alexander

BY: Leonard K. Defa
Leonard K. Defa
ITS: Vice-President

On this 20 day of July, 19 90, before me personally appeared Leonard K. Defa, to me personally known, who, being by me duly sworn, did say that he is the Vice President of KEY BANK OF WYOMING - JACKSON 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 Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 20 day of July, 19 90.

Notary Public

My Commission Expires: October 3, 1990

229589

RECORDED July 23 AD 90 4:30 P M
IN BOOK 57 Misc. PAGE 549
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

FILED
BY: [signature]
JUL 24 1990
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
IN AND FOR THE COUNTY OF SUBLETTE, STATE OF WYOMING

IN THE MATTER OF THE ESTATE OF	:	**CORRECTED ORDER**
DOROTHY T. MARIANO,	:	Probate No. 1339
Deceased.	:	

On this 15th day of June, 1990, the above matter comes on for hearing before the Court, pursuant to prior assignment and Order, on the Petition of Pamela Percival, seeking to have probate proceedings conducted in the District Court of the Third Judicial District of the State of Utah in and for Salt Lake County in the estate of the above named decedent admitted in this Court as a probate of said estate by this Court, and the Court having reviewed the file of record herein and being duly advised in the premises, makes the following:

FINDINGS OF FACT

1. That certified copies of the proceedings had in the District Court of the Third Judicial District of the State of Utah in and for Salt Lake County, as filed with the aforesaid Petition, are sufficient and in accordance with the requirements of W. S. 2-11-201.

2. That the aforesaid decedent died seized of certain assets located in the County of Sublette, State of Wyoming.

3. That said assets were not in excess of a value of $30,000.00 at the date of death of the decedent.

4. That due and proper notice of these proceedings has been given, in accordance with W.S. 2-11-201, and proof thereof by Affidavit of Publication is on file of record herein.

5. That there is no inheritance tax due to the Estate Tax Administrator of the Inheritance Tax Department of the State of Wyoming.

6. That no objections, written or oral, have been presented to the Court by any creditor of the decedent, or by any other party whomsoever, to the admission of the aforesaid probate proceedings to record in this Court.

229608

RECORDED July 24 1990 11:15A M
IN BOOK 57 Misc. PAGE 550
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By Mary Riley

Based upon the aforesaid, the Court makes the following:

CONCLUSIONS OF LAW

1. That the Court has full and complete jurisdiction over the subject matter and all interested parties in this cause.

2. That the file of record herein is complete and meets all the requirements of W.S. 2-11-201 for the relief prayed for in the Petition.

3. That the Petitioner is entitled to relief as prayed for in the Petition heretofore filed herein.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the certified copies of the proceedings in the estate of the above named decedent had and conducted in the District Court of the Third Judicial District of the State of Utah in and for Salt Lake County, as filed with Petitioner's Petition herein, be and the same hereby are admitted to record in this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said certified copies shall from this day forward be considered conclusive evidence of the facts therein shown, and that the following described property is hereby decreed to be distributed to **Pamela Percival,** an undivided one-half interest, **Lisa Kathleen Mariano,** an undivided one-fourth interest, and **Brent James Mariano,** an undivided one-fourth interest.

An undivided 1/4 interest in a tract containing 70.0 acres, more or less, situated in portions of the North Half of the Southwest Quarter (N2SW4) of Section 13, and the North Half of the Southeast Quarter (N2SE4) of Section 14, in Township 36 North, Range 111 West of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

Beginning at the center quarter corner of said Section 13; thence southerly, along the north-south centerline of said Section 13, a distance of 642.00 feet; thence westerly, along a line parallel to the east-west centerline of said Section 13, a distance of 2,640 feet, more or less, to a point located on the west boundary line of said Section 13; thence westerly, along a line parallel to the east-west centerline of Section 14, a distance of 2,360 feet, more or less, to a point on the easterly bank of the Green River; thence northeasterly

along a line parallel to the afore-mentioned bearing, also running generally along the east bank of the Green River, a distance of approximately 813.73 feet, more or less, to a point in the east-west centerline of said Section 14; thence easterly, along the east-west centerline of said Section 14, a distance of 1,860 feet, more or less to the east quarter corner of said Section 14; thence easterly, along the east-west centerline of said Section 13, a distance of 2,640 feet, more or less, to the center quarter corner of said Section 13, being the point of beginning;

together with all improvements thereon, easements, rights to water, ditches, reservoirs and canals, and all other appurtenant rights; subject, however, to all reservations, restrictions, covenants, easements, rights-of-way or easements of record or in use, and all other matters of public record.

Dated this 21st day of July, 1990.

DISTRICT JUDGE

THE STATE OF WYOMING
COUNTY OF CAMPBELL
I, MARILYN M. ENGER, CLERK OF THIS NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND IN THE STATE AFORESAID DO HEREBY CERTIFY THE FOREGOING IS A FULL, TRUE AND COMPLETE COPY.
SIGNED

STATE OF WYOMING)
: SS
COUNTY OF CARBON)

IN THE DISTRICT COURT

SECOND JUDICIAL DISTRICT

Civil Action No. 80C-36

ERNEST GIBBENS, JR.,

Plaintiff,

vs.

BILLIE SUE GIBBENS,

Defendant.

STATE OF WYOMING)
: SS
COUNTY OF CARBON)
FILED
MAY 16 1980
ANN MASSON
CLERK OF DISTRICT COURT
BY _____
DEPUTY

DECREE OF DIVORCE

THIS MATTER coming on regularly for hearing upon the Counter-claim of Defendant, and the Stipulation of the parties, and the Defendant appearing in person and by counsel, and the Plaintiff having filed herein an appearance, waiver and consent agreeing that this matter may be heard without further notice to the Plaintiff and without the presence of the Plaintiff and the Defendant having submitted her evidence, and the Court being fully advised in the premises, finds:

1. That the parties were married to each other on the 17th day of January, 1975, in Sweetwater County, Wyoming.

2. That the Plaintiff is now and has been for more than sixty (60) days immediately preceding the commencement of this action a bona fide resident of the State of Wyoming.

3. That there are no children born as issue of this marriage.

4. That the parties have accumulated certain real and personal property.

5. That the parties have acquired certain indebtednesses during their marriage.

6. That irreconcilable differences have arisen in the marriage relationship between the parties.

229612

RECORDED July 24 1990 2:50 P M
IN BOOK 57 Misc. PAGE 553
FEES $12.00 Mary L. Lankford
SUBLETTE COUNTY, PINEDALE, WYOMING
By: [redacted] Deputy

7. That Defendant's Counter-claim is not founded in or exhibited through any collusion between the parties.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

1. That the Defendant, Billie Sue Gibbens, be and she is hereby granted a divorce from the Plaintiff, and the bonds of matrimony heretofore existing between the parties are hereby dissolved and held for naught.

2. That the following real, personal or mixed property be, and is hereby set over to Defendant, together with all obligations and debts incurred thereon, unless otherwise specified, to hold as her sole and separate property, free from any and all claims or demands of the Plaintiff and from which the Plaintiff shall be held unaccountable and harmless thereon:

All of Lots 17 and 18, Block 8, Merrill Addition to the City of Rawlins, Carbon County, Wyoming, together with all buildings and appurtenances situated thereon, but subject to all reservations and restrictions of record.

one 1978 14 x 80 Lancer Mobile Home, together with all furnishings and furniture situated therein.

one 1978 Chrysler New Yorker.

Three snow machines and trailers.

Six exotic birds.

Silverware, crystal and china.

Original oil painting, "Blackfoot Encampment" by Mickey McGuire

Defendant's life insurance policy

Wide angle camera lens

Jewelry

Silver coins

Remington .243 Rifle

Weston .357 pistol

Personal affects and clothing presently in Defendant's possession.

3. That the following real, personal or mixed property be, and is hereby set over to Plaintiff, together with all

A TRUE COPY OF THE RECORD
CLERK OF COURT

obligations and debts incurred thereon, unless otherwise specified, to hold as his sole and separate property free from any and all claims or demands of the Defendant and from which the Defendant shall be held unaccountable and harmless thereon:

All of Lot 33, of the Meadowlark Addition to the Town of Baggs, Carbon County, Wyoming, together with all buildings and appurtenances situated thereon, but subject to all reservations and restrictions of record.

All of Parcel 29, Big County Ranches, Third Filing Sublette County, Wyoming, containing 10.01 acres more or less, together with all buildings and appurtenances situated thereon, but subject to all reservations and restrictions of record.

1976 23 foot Great Divide Travel Trailer

1966 30.30 Winchester Rifel

Two registered American Eskimo Dogs

Original leather carved 14 inch x 18 inch picture of Cheetah

Plaintiff's life insurance policy

Pentax Camera

Mens golf clubs, bag and shoes

Jewelry

Personal affects and clothing presently in Plaintiff's possession.

4. That any property acquired by the parties during their marriage, not specifically set out herein shall be equitable divided between the parties.

5. That each party shall execute and deliver the proper and necessary conveyances to the other party to carry into effect the terms and conditions of this Decree. In the event that Plaintiff refuses to file a Quitclaim Deed to that real property set over to Defendant, then and in that event, Defendant may file a copy of this Decree in the office of the County Clerk and Ex-Officio Register of Deeds of and for Carbon County, Wyoming, which copy shall operate as a Quitclaim Deed from Ernest Gibbens, Jr. to Billie Sue Gibbens.

AND DULY ENTERED OF THE REGULAR
...OF SAID COURT
...day
...1980

6. That all checkings, savings, retirements or other similar accounts in the name of either of the respective parties shall be the sole possession of such party without claim from the other. The Plaintiff shall make no claim against Defendant's account with Minerals Exploration, Union 76, in Rawlins, Wyoming and the Defendant shall make no claim against Plaintiff's account with Helton Engineering and Geological Services, Inc., of Denver, Colorado.

7. That the Plaintiff shall assume and pay all indebtedness presently existing on the three snow machines and trailers, set over to Defendant, in addition to the installment loan presently outstanding with the Wyoming Bank of Rawlins, Rawlins, Wyoming. The Plaintiff shall pay all personal bills incurred by the parties and presently due and owing which were outstanding as of the date of the filing of the Plaintiff's Complaint and Plaintiff shall pay all obligations outstanding on the 1979 Dodge Ram Charger. Except as otherwise provided for herein, all obligations outstanding on any real, mixed or personal property for which the Plaintiff will have possession shall be paid by the Plaintiff.

8. The Defendant shall be responsible for all debts and obligations incurred and presently outstanding for the 1978 Chrysler New Yorker. All other debts or outstanding obligations on the real, mixed or personal property for which the Defendant will have possession, except as provided for payment by the Plaintiff, shall be the sole responsibility of the Defendant.

9. That each of the parties hereto shall be responsible for their own attorney's fees incurred in this action.

10. That at all times hereafter the parties shall keep the other free, harmless and indemnified of and from any and all debts, charges and liabilities thereafter contracted or incurred by each, and that all debts incurred since the time of filing of Plaintiff's Complaint shall be the sole responsibility of the party incurring such debt without any liability of the other party thereon.

AND ENTERED OF RECORD
IN THE DISTRICT COURT
day of Sept, 1980

11. That Defendant shall return to Plaintiff or his attorney, credit cards which she presently has which are in the name of the Plaintiff or for which the Plaintiff may be accountable to, including, but not limited to, the Conoco, Amoco, Texaco, Phillips 66 and Husky Oil credit cards.

12. That each of the parties shall sign a joint return for the 1979 income tax return. Should any tax be due for 1979, the parties shall be responsible for their respective proportion of such tax in accordance with their respective income earned during the 1979 year.

13. That the stipulation entered herein by and between the parties be, and the same is hereby approved, adopted, ratified and confirmed and made a part of this Decree by this Court.

Done in open Court this 16 day of May, 1980.

JUDGE

AN ADJOURNED DAY OF THE
May, 1980 TERM OF THE DISTRICT COURT

State of Wyoming }
County of Carbon } SS

Certified To Be A Full
True and Correct Copy

Ann Mattson
Clerk of District Court

By: [illegible]
Deputy

Dated 2 Day of Jan 19 80

CAUTION: NOT TO BE USED FOR IDENTIFICATION PURPOSES

THIS IS AN IMPORTANT RECORD. SAFEGUARD IT.

ANY ALTERATIONS IN SHADED AREAS RENDER FORM VOID

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME (Last, First, Middle)	2. DEPARTMENT, COMPONENT AND BRANCH	3. SOCIAL SECURITY NO.
HERBOLD SHANE LEE	ARMY/NA	520 94 4673

4.a GRADE, RATE OR RANK	4.b PAY GRADE	5. DATE OF BIRTH (YYMMDD)	6. RESERVE OBLIG. TERM. DATE
PV2	E-2	[redacted]	Year NA Month NA Day NA

7.a PLACE OF ENTRY INTO ACTIVE DUTY

Salt Lake City, UT

7.b. HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known) Box 4276
Marbleton, WY 83113

8.a LAST DUTY ASSIGNMENT AND MAJOR COMMAND 11th
(USAR) Missions Army Ret Ctr Aurora CO

8.b. STATION WHERE SEPARATED
Missions Army Medical Center Aurora CO

9. COMMAND TO WHICH TRANSFERRED
NA

10. SGLI COVERAGE ☐ None
Amount: $ 50,000

11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.)
63B10 Light Wheel Vehicle Mechanic 01 years 03 months//NONE FOLLOWS

12. RECORD OF SERVICE	Year(s)	Month(s)	Day(s)
a. Date Entered AD This Period	89	02	28
b. Separation Date This Period	90	06	20
c. Net Active Service This Period	01	03	23
d. Total Prior Active Service	00	00	00
e. Total Prior Inactive Service	00	00	00
f. Foreign Service	00	00	00
g. Sea Service	00	00	00
h. Effective Date of Pay Grade	89	02	28

13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service)
Army Service Ribbon//Sharpshooter Badge w/Rifle Bar (M-16)//Expert Badge w/Hand Grenade Bar//NONE FOLLOWS

14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed)
Light Wheel Vehicle Mechanic 16 weeks (Apr 89)//NONE FOLLOWS

15.a MEMBER CONTRIBUTED TO POST-VIETNAM ERA VETERANS' EDUCATIONAL ASSISTANCE PROGRAM	Yes	No	15.b HIGH SCHOOL GRADUATE OR EQUIVALENT	Yes	No	16. DAYS ACCRUED LEAVE PAID
	X			X		0.0

17. MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION ☐ Yes ☒ No

18. REMARKS
NONE//NOTHING FOLLOWS

229634

RECORDED July 26 1990 3:15 PM
IN BOOK 57 Misc. PAGE 558
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

19.a. MAILING ADDRESS AFTER SEPARATION (Include Zip Code)
Box 4276
Marbleton, WY 83113

19.b. NEAREST RELATIVE (Name and address - include Zip Code)
David L. Berbold: 20 Budd Ave
Marbleton, WY 83113

20. MEMBER REQUESTS COPY 6 BE SENT TO WY DIR. OF VET AFFAIRS X Yes ☐ No

21. SIGNATURE OF MEMBER BEING SEPARATED
Shane L Herbold

22. OFFICIAL AUTHORIZED TO SIGN (Typed name, grade, title and signature)
DOROTHY A. PEELVENNY, MGG, USA, C PERSPROCBR

SPECIAL ADDITIONAL INFORMATION (For use by authorized agencies only)

23. TYPE OF SEPARATION
RETIREMENT

24. CHARACTER OF SERVICE (Include upgrades)
HONORABLE

25. SEPARATION AUTHORITY
AR 635-40 para 4-24e(2)

26. SEPARATION CODE
SFK

27. REENTRY CODE
RE-4

28. NARRATIVE REASON FOR SEPARATION
Physical disability temporary

29. DATES OF TIME LOST DURING THIS PERIOD
NONE

30. MEMBER REQUESTS COPY 4
SLH Initials

DD Form 214, NOV 88 *Previous editions are obsolete.* **MEMBER - 4**

559

SALE AND PURCHASE AGREEMENT

This AGREEMENT made and entered this 17th day of July, 1990, by and between FORREST L. FRY and SHI J. FRY, husband and wife, of Green River, Wyoming, AND LARRY D. MELL and PATRICIA C. MELL, of Green River, Wyoming, Parties of the First Part and hereinafter called the "Purchaser", and MIKE MELINKOVICH and DENICE M. MELINKOVICH, husband and wife, of Daniel, Wyoming, Parties of the Second Part and hereinafter called the "Seller",

W I T N E S S E T H:

Seller will sell and convey to Purchaser and Purchaser shall buy from the Seller the following described real estate situate in the County of Sublette and State of Wyoming, to-wit:

Lot No. 10 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 1st day of August, 1990, and on file and of record in the office of the 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:

229652

RECORDED July 27 19 90 1:00 P M
IN BOOK 57 Misc. PAGE 559
FEES $20.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

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,

and Purchaser shall pay, and Seller shall accept, therefore the sum of TWENTY-THREE THOUSAND DOLLARS ($23,000);

Said price of TWENTY-THREE THOUSAND DOLLARS ($23,000) shall be paid in the manner and at the times hereinafter set forth, towit:

The sum of THREE THOUSAND DOLLARS ($3,000) on or before the 1st day of August, 1990;

The sum of TWO THOUSAND DOLLARS ($2,000) on the 1st day of August, 1991, and anually thereafter until said purchase price has been fully paid;

Interest shall accrue on the unpaid purchase price from and after the 1st day of August, 1990, at the rate of TEN PER CENT (10%) PER ANNUM and said interest shall be payable annually, beginning on the 1st day of August, 1991, and continue thereafter until said purchase price has been fully paid ($1255 added to the $2,000 yearly payment will total

$3255 - THIRTY TWO HUNDRED AND FIFTY FIVE DOLLARS - per year; payable on the 1st day of August each year;

All payments of the purchase price and interest shall be paid to MIKE MELINKOVICH and DENICE K. MELINKOVICH at Daniel, Wyoming, or such other place as may be hereafter designated;

Seller shall not be obligated to accept any of the foregoing installments of purchase price and interest EXCEPT at the times and in the amounts herein above indicated; Seller agrees, however, that AFTER the 1st day of January, 1991, Purchaser may to the option of Purchaser pay in full the then unpaid balance of the purchase price together with tnt interest accrued to date of payment, or may otherwise make payment over and above the installments of principal and interest as hereinabove set forth and required, all payments so made shall be first credited to the accrued interest and the balance to the purchase price;

THE PARTIES FURTHER AGREE AS FOLLOWS:

1- Possession, assignment, liens, taxes and buildings.

(a) Purchaser may have possession of the above property upon execution of this agreement, Purchaser has inspected the property and accepts the property in its present condition;

(b) Purchaser shall not surrender possession of the above property nor part with possession to any persons whomsoever, nor shall Purchaser assign or sell this agreement to any person whomsoever without first having obtained the written consent thereto of the Seller;

(c) Purchaser shall pay BEFORE DELINQUENCY all taxes and assessments on the property coming due ON AND AFTER January 1, 1990;

(d) Purchaser shall not suffer nor permit any liens, other than liens of taxes, encumbrances and mortgages to accrue or attach to the above property during the term hereof and in event the same shall accrue or attach Purchaser shall immediately pay and dissolve the same and upon failure to do so the Seller may pay the same and all sums so expended by Seller in the satisfaction, dissolution and discharge thereof shall accrue interest at the rate of TEN PER CENT (10%) PER ANNUM from the time of payment and the same shall be immediately due and payable by Purchaser unto Seller;

(e) If Purchaser fails or neglects to pay any installment of taxes or assessments, when due, Seller shall have the right to make such payment and to add the amount thereof, together with interest at TEN PER CENT (10%) PER ANNUM, to the obligation of Purchaser hereunder;

2- Marketability of property - title insurance.

On the date hereof Seller represents that the property is SUBJECT ONLY TO the encumbrances and outstanding interests as above described; Seller shall provide proof thereof in the form of commitment for title insurance, in amount of the purchase price, to be issued by THE FIRST AMERICAN TITLE GUARANTY AGENCY OF SUBLETTE COUNTY within TEN (10) DAYS hereafter and if said commitment shows the property to be other than as hereby represented Purchaser may then rescind the within agreement and recover back all monies paid hereunder; further Seller shall not do, or cause or permit any act to be done during the term of this agreement which will further burden or encumber the property or adversely affect title thereto nor otherwise interfere with the Purchaser's full use and enjoyment thereof and Seller shall reimburse Purchaser for any and all expenses and costs incurred by Purchaser in the protection of Purchaser's rights hereunder or in the enforcement of this provision, the same to be paid immediately upon demand;

3- Delivery of warranty deed.

Upon payment of the purchase price and all interest, AND PROVIDED THAT Purchaser has otherwise performed as required of Purchaser herein, Seller shall convey the above property unto FORREST L. FRY and GAY J. FRY, husband and wife; and LARRY D. HELL and PATRICIA C. HELL, husband and wife, and to the survivors thereof as tenants by the entirety, by means of statutory form of warranty deed;

4- Taxes and assessments.

All taxes assessed and levied upon the property in the year 1990 and prior thereto shall be paid by Seller;

5- Timely performance - default.

Time is of the essence of this agreement and the Purchaser shall make all payments promptly as herein provided; Purchaser expressly understands and agrees that if Purchaser shall fail to make any of the aforesaid payments to the Seller, in the amount, manner and within the time herein provided, or should Purchaser fail to perform any of the other terms and conditions hereof, in the manner and within the time herein provided, and shall fail to make said delinquent payments and otherwise remedy the default of other terms and conditions WITHIN THIRTY (30) DAYS after written notice is deposited in the United States mail, postage prepaid, and addressed to the Purchaser at the address of Purchaser hereinabove set forth, the Seller may at the option of Seller declare this contract ended, cancelled, and of no further force and effect, and Seller may file for record in the office of the county clerk a declaration of forfeiture (setting forth the facts of such failure on the part of Purchaser) and the same shall be sufficient to cancel all obligations hereunder on the part of Seller and shall fully reinvest Seller with all rights, title and interest hereby agreed to be sold, conveyed or delivered and Purchaser shall forfeit all sums paid hereunder; Purchaser shall further forfeit all right, title and interest in and to the above property including any and all improvements and the Seller shall have the right to re-enter and take possession, without demand, of the above described real property and all improvements thereon, including those erected or placed thereon by Purchaser and in event of such repossession the Seller may keep said real property as Seller's own and absolute property being hereby released from all obligations at law and in equity to convey said property, and in such case all monies forfeited as described above

shall be considered as rental for said property and as liquidated damages for failure on the part of Purchaser to perform and comply with the terms of this agreement;

6- Construction.

All words used in this agreement including the words "Purchaser" and "Seller" shall be construed to include the plural as well as the singular number and words used herein in the present tense shall include the future as well as the present and words used in the masculine gender shall include the feminine and neuter;

7- Effect of waiver.

The waiver by Seller of any covenant, condition or agreement herein contained shall not vitiate the same and the terms, conditions, covenants and agreements set forth herein shall apply, inure to and bind the heirs, executors, administrators and assigns of the respective parties hereto;

8- Persons bound.

All provisions hereof shall extend to, inure to the benefit of and be binding upon the respective parties and their heirs, devisees, personal representatives and assigns;

9- Litigation - allowance of attorney's fees to prevailing party.

If any action is brought to enforce this agreement or any provision hereof, to rescind the same, to collect damages for an alleged breach hereof, or for declaratory judgment hereunder, the prevailing party in such action, whether plaintiff or defendant,

shall be entitled to an allowance for reasonable attorney fees, in addition to costs of suit:

10- Water service.
The property described herein is connected with a water supply system and the Purchaser has the right to sufficient quantity of water to satisfy domestic purposes and uses from said system.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

Mike Melinkovich
MIKE MELINKOVICH, Seller

Denice K. Melinkovich
DENICE K. MELINKOVICH, Seller

Forrest L. Fry
FORREST L. FRY, Purchaser

Gay J. Fry
GAY J. FRY, Purchaser

Larry D. Hell
LARRY D. HELL, Purchaser

Patricia C. Hell
PATRICIA C. HELL, Purchaser

STATE OF WYOMING)
: ss
COUNTY OF ~~SUBLETTE~~ Albany)

The foregoing instrument was acknowledged before me by MIKE MELINKOVICH and DENICE K. MELINKOVICH, husband and wife, this 17th day of July, 1990.

Witness my hand and official seal.

Nettie Gene Hackleman
Notary Public

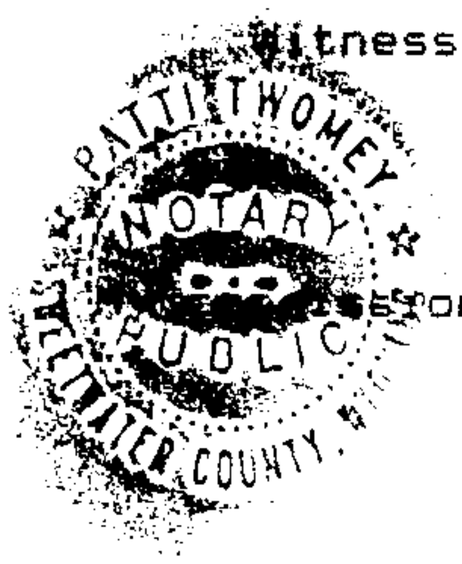
My commission expires: 7-15-94

NETTIE GENE HACKLEMAN · NOTARY PUBLIC · ALBANY COUNTY, WYOMING

STATE OF WYOMING)
) ss
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me by FORREST L. FRY and GAY J. FRY, husband and wife; and LARRY D. HELL and PATRICIA C. HELL, husband and wife, this 23 day of July, 1990.

Witness my hand and official seal.



NOTARY PUBLIC

My commission expires: 5-29-93

EASEMENT AND AGREEMENT

This Easement and Agreement is made and entered into effective the 13th day of July, 1990, by and between MARTIN JUNIOR WARDELL AND CELIA JANE WARDELL, Husband and Wife, and ROBERT E. WARDELL, a single man, of Sublette County, Wyoming (the "Wardells") and the F.B.N.F. LIMITED PARTNERSHIP, a Wyoming limited partnership ("FBNF").

1. Recitals. The Wardells are the owners of record on the date hereof of certain agricultural property located in Section 34, T33N, R112W, Sublette County, Wyoming (the "Wardell Property"), which is described in that instrument of record in Book 23 of Deeds on page 402 in the Office of County Clerk of Sublette County, Wyoming. FBNF owns certain agricultural property located in Section 34, and south of North Cottonwood Creek in Sections 26, 27 and 35, T33N, R112W, Sublette County, Wyoming (the "FBNF Property"), which is described in that instrument of record in Book 29 of Deeds on page 86 in the Office of County Clerk of Sublette County, Wyoming. There is an existing roadway across the Wardell property located in Section 34, which the Wardells have allowed FBNF to use on a permissive basis for access to the FBNF Property. The Wardells have agreed to grant FBNF an easement across the existing roadway, subject to the limitations and for the uses set forth herein. In consideration of the mutual terms, covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties have entered into this Easement And Agreement.

2. Grant of Easement. The Wardells hereby grant to FBNF, as owner of the FBNF Property, a nonexclusive agricultural access easement, twenty (20) feet in width, as defined hereafter, over and across the existing roadway located upon the Wardell Property on the date hereof, which is identified in Exhibit A attached hereto and made a part hereof. The easement granted herein shall be appurtenant to the FBNF Property, and no right or interest therein shall be subject to assignment or transfer except in conjunction with the

229655

RECORDED July 27 '90 2:30 P
IN BOOK 57 Misc. PAGE 568
FEES $14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

568

7-13-90

transfer of ownership of the FBNF Property.

3. Authorized - Prohibited Uses of Easement. The easement granted herein shall be utilized only for agricultural access to the FBNF Property, in order to allow for the production and harvesting of hay crops on the FBNF Property, the repair of fences on the FBNF Property and the monitoring of cattle on the FBNF Property. The easement granted herein shall not be utilized for any other use or purpose, including, but not limited to, residential, recreational, commercial and/or industrial uses or purposes. The easement granted herein may be utilized for the movement of cattle across the easement and to or from the FBNF Property, subject to the following conditions:

A. Cattle may be moved across the easement only in the late summer or fall after the hay harvest on the Wardell's Property has been completed;

B. Any cattle moved across the easement will be accompanied by a sufficient number of riders to control the cattle, keep the cattle moving and to restrain the cattle within the easement.

4. Condition of Roadway Over Easement - Improvement of Roadway. FBNF accepts, without qualification, the existing condition of the roadway located within the easement. FBNF shall not have any right to alter or modify, improve, repair or maintain the roadway. FBNF agrees to use only such vehicles and machinery on the roadway which will not result in damage to bridges, or in damage to the existing roadway as a result of seasonal or weather conditions. FBNF agrees to reimburse the Wardells for any and all costs or expenses they incur in the repair or maintenance of any bridges, or of the roadway, which repair or maintenance is necessitated by FBNF's use thereof.

5. Realignment of Roadway. The Wardells reserve the right to realign the easement and relocate the roadway within the easement as the Wardells, in their discretion, determine necessary. In the event the Wardells elect to exercise their right to realign the roadway and

easement, the easement rights granted and conveyed herein shall conform to the realigned roadway. The Wardells shall have the right to record an instrument in the office of County Clerk of Sublette County, Wyoming, reflecting any such realignment.

6. Assumption of Risk - Indemnification. FBNF hereby assumes any and all risk of bodily harm, death or property damage, arising out of or resulting from the easement rights granted herein, or the use of such rights by FBNF, or its agents or employees. FBNF agrees to indemnify and hold the Wardells harmless from and against any and all loss, liability and expense, including reasonable attorneys fees, which the Wardells may incur as a result of the use of the easement granted herein by FBNF and/or its agents or employees.

7. Closure of Gates. FBNF, recognizing that the use of gates is essential to the Wardell's agricultural operation, agrees to close all gates located on the easement whenever the easement is utilized by FBNF.

8. Enforcement. The easement rights granted herein, and the limitations and conditions thereon, pertain to unique and irreplaceable real property, and the parties stipulate they shall be subject to specific enforcement. In the event that either party hereto violates the terms and conditions of this Easement And Agreement, the non-defaulting party shall be entitled to recover all costs and expenses incurred as a result thereof, including reasonable attorneys fees, whether suit is brought or not.

9. No Other Rights. FBNF hereby agrees it has or claims no other rights, whether arising by use or for any other reason, to utilize the easement and/or roadway located within the easement, except those rights specifically granted under and limited by the terms of this Easement And Agreement.

10. Binding Effect. The parties agree that this Easement And Agreement shall be binding upon the parties as owners of their respective properties, and their respective successors in ownership of such properties.

MARTIN JUNIOR WARDELL

JANE CELIA WARDELL

ROBERT E. WARDELL

The ~~President~~ Treasurer of Cottonwood Capital Corporation, A Wyoming Corporation, Managing General Partner of F.B.N.F. LIMITED PARTNERSHIP, A Wyoming Limited Partnership

Attest: _____

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Martin Junior Wardell and Celia Jane Wardell, Husband and Wife, this 13th day of July, 1990.

Witness my hand and official seal.

Kathleen A. King - Notary Public
County of Sublette State of Wyoming
My Commission Expires Jan. 10, 1991

My Commission expires:
January 10, 1991

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Robert E. Wardell, a single man, this 13th day of July, 1990.

Witness my hand and official seal.

Kathleen A. King - Notary Public
County of Sublette State of Wyoming
My Commission Expires Jan. 10, 1991

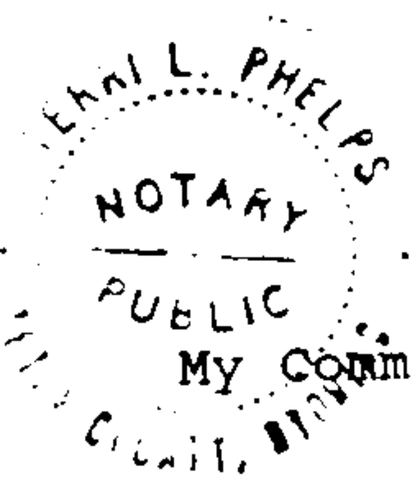
My Commission expires:
January 10, 1991

Notary Public

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

On this 25th day of July, 1990, before me personally appeared Kimball D. Snyder and David K Larsen, to me personally known, who, being by me duly sworn, did say that they are the Treasurer and Asst. Secretary of Cottonwood Capital Corporation, a Wyoming Corporation, Managing General Partner of F.B.N.F. Limited Partnership, a Wyoming Limited Partnership and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

My Commission expires: 8-27-91.

Creek

Creek

Cottonwood

Agricultural Roadway Easement

Creek

Muddy

Creek

Cottonwood

HOPE

DITCH

29 28 27 26 25

32 33 34 35 36

8 9 10 11

1

S73

R 112 W
R 111 W

EXHIBIT A

EASEMENT

COMES NOW JOHN M. SULENTA and GRACE E. SULENTA, husband and wife, for and in consideration of Ten and NO/100 ($10.00) Dollars and other good and valuable consideration, do hereby grant unto the TOWN OF PINEDALE, Sublette County, Wyoming an easement over and on the real property described as:

The following descriptions are to dedicate a 30 feet wide easement along the East and West sides of that land described as Parcel No. 1, in the Warranty Deed recorded in Book 28 of Deeds.

The East line of the East right-of-way is the East line of the SW¼NW¼ of Section 4, Township 33 North, Range 109 West.

The West line of the West right-of-way is the East Boundary of the Sublette Golf Course Subdivision, beginning at the North line of the SW¼NW¼ of Section 4 and ending on the South line of the SW¼NW¼ of Section 4, Township 33 North, Range 109 West.

This Easement is granted for the purpose of building, constructing and maintaining public roads, streets and utility lines on and under the real property described above. Said Easement shall be for the benefit of the public in general.

DATED this 27th day of July, 1990.

John M. Sulenta
JOHN M. SULENTA

Grace E. Sulenta
GRACE E. SULENTA

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Easement** was acknowledged before me by JOHN M. SULENTA and GRACE E. SULENTA, this 27th day of July, 1990.

Witness my hand and official seal.

Susan J. Rodgers
County of Sublette
My Commission expires Dec. 12, 1990
Notary Public
State of
Wyoming

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

229658

RECORDED July 27 1990 4:00 P M
IN BOOK 57 M.S.C. PAGE 574
FEES $ no Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

648

$10.00

RECORDED June 25, 1990 AT 9A M.
BOOK 286PR 648 SUBLETTE, WYO.
#19174 COUNTY CLERK

State of California
OFFICE OF THE SECRETARY OF STATE

CHEVRON U.S.A. INC.

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

229713

RECORDED Aug 1 1990 1:00PM
IN BOOK 57 Misc. PAGE 575
FEES 10.00 Mary L. Landfair COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Kay

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

MAY - 8 1990

March Fong Eu

Secretary of State

SEC/STATE FORM CE-108 REV. 4-76)

GRBB1-1
50322-000

FILED
JUL 1 - 1965
FRANK M. JORDAN, Secretary of State
BY [illegible] Deputy

In the Matter of CHEVRON OIL COMPANY.

A54645

[illegible]

CALIFORNIA OIL COMPANY, a California corporation,

does hereby certify that:

1. California Oil Company owns all the outstanding shares of Chevron Oil Company, a Delaware corporation.

2. At a duly held regular meeting of the board of directors of California Oil Company the following resolutions were adopted by a majority of said board of directors to merge Chevron Oil Company into California Oil Company and to assume all of its obligations and to adopt the name of Chevron Oil Company in place of the name of California Oil Company:

RESOLVED: That this corporation merge Chevron Oil Company, a Delaware corporation, its wholly-owned subsidiary, into itself and assume all of the obligations of said subsidiary pursuant to the provisions of Section 4124 of the California Corporations Code and Section 253 of the General Corporation Code of the State of Delaware; and be it further

RESOLVED: That this corporation relinquish its corporate name and assume in place thereof, the name of said subsidiary and to this end Article FIRST of the Articles of Incorporation of this corporation is amended to read as follows:

"FIRST: The name of this corporation is CHEVRON OIL COMPANY."; and be it further

RESOLVED: That this corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of it's subsidiary, Chevron Oil Company, as well as for any obligation of this corporation arising from the said merger, and irrevocably appoints the Secretary of State of Delaware as it's agent to accept service of process in any such suit or other proceeding and specifies that the address to which a copy of such process shall be mailed by said Secretary of State is 301 Pine Street, San Francisco, California 94104.

650

[illegible] San Francisco, Cal. [illegible] at
o'clock P.M. on the 26th day of May, 19[illegible], that the number
of directors of California Oil Company is thirteen, that [illegible]
were at all times present and acting at said meeting [illegible]
directors constituting a quorum of said board; that seven
directors voted in favor of the adoption of said resolutions
and no director voted against the adoption thereof.

IN WITNESS WHEREOF said California Oil Company has
caused its corporate seal to be affixed and this certificate
to be signed by H. G. Vesper, its Vice-President and
J. P. Bowman, its Assistant Secretary, this 14th day of
June, 1961.

CALIFORNIA OIL COMPANY

By _____
Vice-President

By _____
Assistant Secretary

H. G. Vesper and J. P. Bowman, the Vice-President and
Assistant Secretary, respectively, of California Oil Company,
a California corporation, each says:

I declare under penalty of perjury that the foregoing
is true and correct.

Executed on the 14th day of June, 1961, at
San Francisco, California.

_____
Vice President

_____
Assistant Secretary

-2-

[illegible]

[illegible] and [illegible] the first [illegible]

Be it remembered that on this [illegible] personally came before me, [illegible] the State of California, M. T. Verner, V. [illegible] of the [illegible] Petroleum Company, a corporation of the [illegible] of California, the corporation described in and which executed the [illegible] instrument, known to me personally to be such, and to me the said M. T. Verner, as such Vice-President, [illegible] that such corporation executed the same, and acknowledged to me that such [illegible] and the seal and seal [illegible] of said corporation and the seal and seal of said corporation and the signatures of the said Vice-President and of the Assistant Secretary of said corporation to said instrument are genuine; and that the said Vice-President and Assistant Secretary of the said V. [illegible] and Petroleum Company, a corporation, are the officers of said corporation respectively by, and that the seal affixed to said certificate is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year first above written.

[illegible]
NOTARY PUBLIC
State of California

AFFIDAVIT OF SURVIVORSHIP

THE STATE OF WYOMING,
COUNTY OF SWEETWATER, ss:

JENNIE S. McQUILLAN, of legal age and first being duly sworn on oath, deposes and says as follows:

1. She is the surviving spouse of JACK McQUILLAN, who died on April 3, 1989, at Rock Springs, Sweetwater County, State of Wyoming.

2. A certified copy of the death certificate of JACK McQUILLAN is attached hereto.

3. At the time of the death of said JACK McQUILLAN, he was vested with a life estate in an Agreement for Warranty Deed, executed by Carl A. Winters and Peggy J. Winters, husband and wife, as Sellers, and Jack McQuillan and Jennie S. McQuillan, husband and wife, as Buyers, dated July 18, 1983, and recorded August 2, 1983, in Book 42 of Misc., page 657, of the Office of the County Clerk and Ex-Officio Registrar of Deeds. The Agreement for Warranty Deed created and vested in Jack McQuillan and Jennie S. McQuillan, husband and wife, an estate in and to the following described real property:

A TRACT OF LAND IN THE SW1/4NW1/4 OF SECTION 25, T.37N., R.110W., 6TH P.M., SUBLETTE COUNTY, WYOMING described as follows:

Beginning at a point which is located S.66 03'03"W, a distance of 719.83 feet and N.00 33'47"W, a distance of 297.73 feet from the Southeast corner of the SW1/4NW1/4 of said Section 25; thence, from said point of beginning, N/15 41'03"W, a distance of 239.03 feet to the Southwest corner of Tract 6 of the Hecox 2nd Subdivision; thence, N.68 00'00"E, a distance of 168.74 feet along the South line of said Tract 6 to the Southeast corner; thence, S.14 26'35"E, a distance of 234.03 feet; thence, S.66 03'03"W, a distance of 164.33 feet to the point of beginning.

4. JACK McQUILLAN and JENNIE S. McQUILLAN, husband and wife, continued to own the aforesaid real property and that the death of Jack McQuillan terminated his ownership in and to said real property and became vested in the said Jennie S. McQuillan.

DATED THIS 20 DAY OF July, 1990.

Jennie S. McQuillan
JENNIE McQUILLAN

The foregoing Affidavit of Survivorship was acknowledged before me this 27th day of July 1990, by JENNIE McQUILLAN.

NOTARY PUBLIC

My Commission Expires:

229718

RECORDED Aug 1 1990 2:00 P M
IN BOOK 57 Misc. PAGE 579
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary L.

[redacted] CERTIFICA[redacted]DEATH

STATE [redacted]

TYPE PRINT IN PERMANENT INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT'S NAME — First	Middle	Last	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
JACK	McQUILLAN		Male	April 3, 1989

4. SOCIAL SECURITY NUMBER	5a. AGE-Last Birthday (Years)	5b. UNDER 1 YEAR — Months	Days	5c. UNDER 1 DAY — Hours	Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
520-05-3354	72					December 19, 1916

7a. PLACE OF DEATH (Check only one)

HOSPITAL: ☐ Inpatient ☒ ER/Outpatient ☐ DOA — OTHER: ☐ Nursing Home ☐ Residence ☐ Other (Specify)

7b. FACILITY NAME (If not institution, give street and number)	7c. CITY, TOWN, OR LOCATION OF DEATH	7d. COUNTY OF DEATH
Memorial Hospital of Sweetwater County	Rock Springs	Sweetwater

8. STATE OF BIRTH (If not in U.S.A., name country)	9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify)	10. SURVIVING SPOUSE (If wife, give maiden name)
Wyoming	Married	Jennie S. Amizich

11. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no)	12a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)	12b. KIND OF BUSINESS OR INDUSTRY
No	Miner - Retired	Coal Mining

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Sweetwater	Rock Springs	513 'P' Street

13e. INSIDE CITY LIMITS? (Specify yes or no)	14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes-if yes, specify Cuban, Mexican, Puerto Rican, Etc.)	15. RACE-American Indian, Black, White, Etc. (Specify)	16. DECEDENT'S EDUCATION (Specify only highest grade completed) — Elementary/Secondary (0-12)	College (1-4 or 5+)
Yes	No ☒ Yes ☐ (Specify)	White	11	

PARENTS

17. FATHER'S NAME — First	Middle	Last	18. MOTHER'S NAME — First	Middle	Maiden Surname
Thomas	McQuillan		Rose	Ann	Coffie

INFORMANT

19a. INFORMANT'S NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Mrs. Jennie S. McQuillan	Wife

19c. MAILING ADDRESS — STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIPCODE
513 'P' Street	Rock Springs, Wyoming		82901

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY-NAME	20d. LOCATION — CITY OR TOWN — STATE
Burial	4-07-1989	Mountain View Section Rock Springs Municipal	Rock Springs, Wyoming

21a. FUNERAL SERVICE LICENSEE or Person Acting As Such (Signature) — Number	21b. NAME OF FACILITY — Number	21c. ADDRESS OF FACILITY
► [signature] 406	Vase Funeral Home 85	154 Elk Street Rock Springs, Wyoming

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

22a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated.

(Signature and Title) ► G. Myron Harrison M.D.

22b. DATE SIGNED (Mo., Day, Yr.): April 4, 1989

22c. HOUR OF DEATH: 9:31P M

22d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)

To be Completed by CORONER Only

23a. 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) ►

23b. DATE SIGNED (Mo., Day, Yr.)

23c. HOUR OF DEATH M

23d. PRONOUNCED DEAD (Mo., Day, Yr.)

23e. PRONOUNCED DEAD (Hour) M

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

G. Myron Harrison, M.D., 430 Broadway Avenue, Rock Springs, Wyoming 82901

25a. REGISTRAR (Signature) ►	25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
Edwina C. Meeks	April 4, 1989

CAUSE OF DEATH

PART I. Enter the diseases, injuries, or complications that caused death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.

26.

		Approximate Interval Between Onset and Death
IMMEDIATE CAUSE (Final disease or condition resulting in death) ►	a. Diabetes Mellitus	Years
	DUE TO (OR AS A CONSEQUENCE OF):	
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST	b. Chronic Obstructive Pulmonary Disease	Years
	DUE TO (OR AS A CONSEQUENCE OF):	
	c. Myocardial Infarct	Minutes
	DUE TO (OR AS A CONSEQUENCE OF):	
	d.	

PART II. OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not related to cause given in PART I

27. AUTOPSY (Specify yes or no)	28. WAS CASE REFERRED TO CORONER (Specify yes or no)
No	Yes

29. MANNER OF DEATH	30a. DATE OF INJURY (Month, Day, Year)	30b. TIME OF INJURY	30c. INJURY AT WORK? (Specify yes or no)	30d. DESCRIBE HOW INJURY OCCURRED
☒ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Could not be Determined		M		

30e. PLACE OF INJURY-At home, farm, street, factory, office building, etc. (Specify)	30f. LOCATION (Street and Number or Rural Route Number, City or Town, State)

R 2-89
89 15M

MARGIN RESERVED FOR BINDING

Division of Health and Medical Services – Vital Records Services

DATE ISSUED: April 27, 1989

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 RECORDS SERVICES, Wyoming Department of Health and Social Services, Division of Health and Medical Services at Cheyenne, Wyoming.

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 27th day of April 19 89

[signature]

My commission expires on January 16, 1991

580

INSTRUMENT NO. 90 - 4571
Page 1 of 7 Pages

FILED
10:30 A.M.
DEC 19 1990
DEBORAH R. DELONG County Clerk
By Mindy Mayhak Deputy

COMPARED

IN THE COUNTY COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MALHEUR

In the Matter of the Estate of LOLA M. GUTHRIE, Deceased.	No. 4407 DECREE OF FINAL DISTRIBUTION

The Personal Representative filed her Final Account on June 27, 1990. No objections to the Final Account have been filed and the time for filing such objections having passed, the Court finds:

1. All Oregon income, inheritance and personal property taxes have been paid and the appropriate receipts, releases and clearances therefor have been filed herein or will be filed before entry of the Order Closing Estate herein.

2. There are no unsatisfied claims against the Estate of which the Personal Representative has knowledge.

3. The Personal Representative is entitled to compensation for her services rendered in the administration of the estate and the basic fee computed in Schedule "D" of the Final Account in the sum of $15,562.02 should be paid to the Personal Representative.

4. The firm of Stunz, Fonda, Pratt, Nichols, Kiyuna & Okai represented the Personal Representative during the probate of this estate and the sum of $8,000.00 is a reasonable sum to be paid to the said attorneys for their said services and, in addition, the attorneys are entitled to be paid the sum of $1,762.62 as reimbursement for funds advanced and to be advanced by them in

STUNZ, FONDA, PRATT, NICHOLS, KIYUNA & OKAI
ATTORNEYS AT LAW
108 MAIN STREET
P. O. BOX 1868
NYSSA, OREGON 97913
(503) 372-2288

229720

RECORDED Aug. 1 1990 2:00 PM
IN BOOK 57 Misc. PAGE 581
FEES 16.00 Amy L. Lanthorn COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mona Riley

connection with this said probate.

5. The Personal Representative should be directed to distribute, pursuant to Clause FIFTH of decedent's Last Will and Testament, certain real property situated in Malheur County, Oregon, consisting of farm land, buildings, and her dwelling house, to Wilma Ausman. The legal description of said property is Twp. 20 S., R. 46 E.,W.M.: Sec. 4: S½SE¼, all in Malheur County, Oregon.

6. The Personal Representative should be directed to distribute, pursuant to Clause SIXTH of decedent's Last Will and Testament, decedent's collection of cut glass and any antique possessions that she shall select, to Louise Covey.

7. The Personal Representative should be directed to distribute, pursuant to Clause SEVENTH of decedent's Last Will and Testament, decedent's oil and mineral rights located in Sublette County, Wyoming, to Irwin Covey and Louise Covey, as joint tenants.

8. The Personal Representative should be directed to distributed the following items of property to the indicated devisees at the Inventory value as part of their distributive share set forth in Paragraph 9, to-wit:

To Irwin Covey and Louise Covey, as joint tenants:

Unimproved land described as Lots 7-13, Block 4, Labarge Townsite, Lincoln County, Wyoming, County Assessor's No. 02800004009500	$221.00
20 - $1 bills	20.00
2 - $20 bills	40.00
24 - Dimes	2.40
9 - Quarters	2.25
10 - Half-dollars	5.00
1 - Silver Dollar	1.00
1 - 1888 Silver Dollar	10.00

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ATTORNEYS AT LAW
106 MAIN STREET
P. O. BOX 1568
NYSSA, OREGON 97913
(503) 372-2268

1 - 1896 Silver Dollar	24.00
1 - 1921 Silver Dollar	15.00
1 - 1922 Silver Dollar	10.00
Total	$ 350.65

To Wilma Ausman:

1 - Penny	0.01
3 - Nickels	0.15
24 - Dimes	2.40
9 - Quarters	2.25
10 - Half-dollars	5.00
1 - Silver Dollar	1.00
1 - 1881S Silver Dollar	17.00
1 - 1900 Silver Dollar	21.00
1 - 1921 Silver Dollar	15.00
1 - 1923 Silver Dollar	5.00
1 - Susan B. Anthony Dollar	1.00
3 - $2 bills	6.00
4 - $1 silver certificates	4.00
1 - $50 bill	50.00
1 - Canadian bill	0.00
2 - Canadian Quarters	0.00
1 - Canadian half-dollar	0.00
1 - Canadian nickel	0.00
5 - Indianhead pennies	0.05
1 - Indianhead nickel	0.05
1 - Cinco centavos	0.00
Total	$ 129.91

9. The cash remaining in the hands of the Personal Representative, after payment of the costs of administration, is computed as follows:

Cash per Final Account:	
Merrill Lynch U.S.A. Government Reserves Account No. 152 413197369	$ 556,379.54
Commercial Account No. 342 0038849 at First Interstate Bank, Nyssa Branch, Nyssa, Oregon	10.00
Market Interest Account No. 342 0038660 at First Interstate Bank, Nyssa Branch, Nyssa, Oregon	2,874.57
Total	$ 559,264.11

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Less Personal Representative's Fee	15,562.02
Less Stunz, Fonda, Pratt, Nichols, Kiyuna & Okai fees and costs	9,762.62
Balance of Cash Available for Distribution	$ 533,939.47

After adjusting for the distributions indicated in Paragraph 8 above, the said cash is distributable in accordance with Clause EIGHTH of decedent's Last Will and Testament to decedent's devisees in the indicated share as follows:

Irwin Covey and Louise Covey, as joint tenants	10/34ths share
Olga Kelsey	1/34ths share
Virginia Kutzenberger	1/34ths share
Justin Windsor	1/34ths share
Elizabeth Butler	1/34ths share
Harford Windsor	1/34ths share
Margaret W. LaFond	1/34ths share
Wilma Ausman	10/34ths share
Shriner's Hospital for Crippled Children	8/34ths share

10. The said Final Account should be in all respects approved and allowed.

11. Proof of mailing of notice of the time for filing objections to the Final Account and Petition for Decree of Distribution has been filed herein.

12. A Decree of Distribution pursuant to the Final Account of the Personal Representative should be made and, the Court being fully advised:

STUNZ, FONDA, PRATT, NICHOLS, KIYUNA & OKAI
ATTORNEYS AT LAW
106 MAIN STREET
P. O. BOX 1566
NYSSA, OREGON 97913
(503) 372-2268

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IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED:

(1) The Final Account is in all respects approved.

(2) The Personal Representative is hereby directed to make the following payments for her services and the services of the attorneys for the Personal Representative and for disbursements made and to be made by the said attorneys, to-wit:

Wilma Ausman	$ 15,562.02
Stunz, Fonda, Pratt, Nichols, Kiyuna & Okai	9,762.62

(3) The filing of vouchers for disbursements is dispensed with.

(4) The Personal Representative be, and she is hereby directed to convey all of the interest of the decedent in and to the real property situated in Malheur County, Oregon, described as Twp. 20 S., R. 46 E.,W.M: Sec. 4: S½SE¼, to Wilma Ausman.

(5) The Personal Representative be, and she is hereby directed to distribute decedent's collection of cut glass, and any other antique possessions that she may select, to Louise Covey.

(6) The Personal Representative be, and she is hereby directed to convey all of the interest of the decedent in and to the oil and mineral rights situated in Sublette County, Wyoming, to Irwin Covey and Louise Covey, as joint tenants.

(7) The Personal Representative be, and she is hereby directed to convey all of the interest of the decedent in and to the real property in Lincoln County, Wyoming, and to distribute the coins, to Irwin Covey and Louise Covey, as joint tenants, and

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RATT, NICHOLS,
IYUNA & OKAI
TTORNEYS AT LAW
106 MAIN STREET
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NYSSA, OREGON 97913
(503) 372-2268

Wilma Ausman, all as set forth in Paragraph 8 above.

(8) The Personal Representative be, and she is hereby directed to distribute the sum of $533,939.47, which is the balance of the cash remaining in her possession computed in Paragraph 9 above, to the devisees entitled thereto, adjusting for the distribution directed in Paragraph (7), as follows:

Cash Available for Distribution:		$ 533,939.47
Distributable to Irwin Covey and Louise Covey under Paragraph (7)		350.65
Distributable to Wilma Ausman under Paragraph (7)		129.91
Total		$ 534,420.03
Irwin Covey and Louise Covey, as joint tenants, 10/34ths	$157,182.35	
Less distribution per Para. (7)	350.65	156,831.70
Olga Kelsey, 1/34ths		15,718.24
Virginia Kutzenberger, 1/34ths		15,718.24
Justin Windsor, 1/34ths		15,718.24
Elizabeth Butler, 1/34ths		15,718.24
Harford Windsor, 1/34ths		15,718.24
Margaret W. LaFond, 1/34ths		15,718.24
Wilma Ausman, 10/34ths	157,182.35	
Less distribution per Para. (7)	129.91	157,052.44
Shriner's Hospital for Crippled Children, 8/34ths		125,745.89
Total		$533,939.47

(9) Any assets of the decedent which may hereafter be discovered which have not been included in the assets subject to this probate, including any interest earned on estate funds after

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(503) 372-2266

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the earnings reported in the said Final Account, are hereby decreed to be the property of the devisees set out in Paragraph 8. above, in the shares indicated therein.

(10) Wilma Ausman, as Personal Representative of the Estate of Lola M. Guthrie, be, and she is, upon filing receipts for payment and delivery of the above-described property, discharged from any and all responsibility as Personal Representative of the within estate and that an order closing the said estate should be made upon the filing of the said receipts.

Dated this 19th day of July, 1990.

Wayne O. T. Lawrence
County Judge

STATE OF OREGON, County of Malheur

I hereby certify that I have compared the within instrument with the original instrument now on file in my office, and that it is a true and correct copy of the same and of the whole thereof.

Dated July 25 19 90

Deborah P. McKay County Clerk

By _____ Deputy

NZ, FONDA,
T, NICHOLS,
UNA & OKAI
RNEYS AT LAW
MAIN STREET
O. BOX 1565
, OREGON 97913
) 372-2268

[redacted] [redacted] [redacted]

PROPERTY SETTLEMENT

THIS AGREEMENT is made this 2nd day of August, 1990, by and between KENNETH DAVID STANDAGE, hereinafter referred to as the "Husband", and PEGGY ANN STANDAGE, hereinafter referred to as the "Wife".

WHEREAS, the parties hereto are Husband and Wife, having been married to each other on November 9, 1985, in Pinedale, Sublette County, Wyoming; and,

WHEREAS, the parties have separated and are now living separate and apart and since their separation have agreed to live apart during the remainder of their lives; and,

WHEREAS, the parties now desire to confirm their separation and to make arrangements in connection therewith, specifically the settlement of their property rights and other financial rights and obligations growing out of the marriage relation; and,

WHEREAS, the Husband and Wife fully understand the terms, conditions and provisions of this Agreement and believe them to be fair, equitable, adequate and reasonable; and,

WHEREAS, each party, prior to the execution of this Agreement, has sought or has had the opportunity to seek the advice of counsel and to consult with counsel regarding the legal consequences of this Agreement; and,

WHEREAS, each party, prior to the execution of this Agreement, has sought or has had the opportunity to seek the independent advice of their respective accountants or bookkeepers regarding the tax consequences of this Agreement; and,

WHEREAS, the Husband and Wife fully and freely accept the terms, conditions and provisions of this Agreement.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. CONSIDERATION: The considerations for this agreement are the mutual promises and agreements herein contained.

229739

RECORDED August 2 ND 90 11:50 A M
IN BOOK 57 MISC PAGE 588
FEES $ 11.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

2. SEPARATION: Each party shall at all times hereinafter be free to live separate and apart from the other party at such place or places as he or she may deem fit.

3. NO INTERFERENCE: Each party shall be free from interference, authority and control, direct or indirect, by the other, as full as if he or she were single and unmarried. Neither will molest the other or compel the other or attempt to compel the other to cohabit or dwell with him or her, by any means whatsoever.

4. OWN OBLIGATIONS: Neither party will charge or cause to permit to be charged to or against the other any purchase or purchases which either of them may hereafter make and will not hereafter create any engagements or obligations in the name of or against the other, and will never hereafter secure or attempt to secure any credit upon or in connection with the other, or in his or her name; and each of them will hereafter hold the other free and harmless from any and all debts and other obligations which each may incur for himself or herself. Each party represents and warrants to the other that he or she has not incurred any debts or made any contracts since the day of their separation for which the other party or his or her estate may be liable.

5. MUTUAL RELEASE: Subject to the provisions of this Agreement, each party has released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce.

6. PERSONAL PROPERTY: The parties have heretofore divided their personal property to their own mutual satisfaction as follows:

A. Husband is granted all right, title and interest in all items of personal property in his possession; all furniture, appliances and other household items now at his residence at 368 S. Lincoln Ave. Pinedale, Wyoming; the 1979 Datsun Pick-Up, VIN# HL620413920; and all physical assets and all present and future income of the business "THE BOTTOM LINE" located at 118 E. Pine St., Pinedale, Wyoming.

B. Wife is granted all right title and interest in all items of personal property in her possession; all of her furniture, appliances and other household items now at her residence at 44 1/2 N. Tyler Ave., Pinedale, Wyoming; and the 1985 Ford Bronco II, VIN # 1FMBU14S9FUA15026.

C. Each of the parties will own, have and enjoy, independently of any claim of right of the other party, all items of personal property of every kind, nature and description, and wheresoever situated, which are now owned or held by him or her.

7. REAL PROPERTY: The Husband will own, have and enjoy as his sole and separate property and is hereby granted all right, title and interest in the real property described as:

> Lot Fourteen (14), Block Two (2), Redstone First 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;

The Wife will execute a Quitclaim Deed relinquishing all rights to said property.

8. DEBT: The parties have heretofore made an equitable division of their debts and obligations to their own mutual satisfaction as follows:

A. The Husband hereby indemnifies and holds the Wife harmless from any and all debt associated with the aforesaid real property, including any and all property taxes or other claims of

any kind or nature whatsoever against said real property which are now or may hereafter become due and payable.

B. The Husband hereby indemnifies and holds the Wife harmless from any and all debt now existing or hereafter resulting from the operation of the business "THE BOTTOM LINE", including any and all taxes or other claims of any kind or nature whatsoever against said business which are now or may hereafter become due and payable.

C. The Wife hereby indemnifies and holds the Husband harmless from any and all debt associated with the aforesaid 1985 Ford Bronco II, including any and all taxes, fees or other claims of any kind or nature whatsoever resulting from the ownership, possession or operation of such vehicle which are now or may hereafter become due and payable.

D. The Husband hereby indemnifies and holds the Wife harmless from any and all debt associated with the aforesaid 1979 Datsun Pick-Up, VIN# HL620413920, including any and all taxes, fees or other claims of any kind or nature whatsoever resulting from the ownership, possession or operation of such vehicle which are now or may hereafter become due and payable.

9. WAIVERS OF CLAIMS AGAINST ESTATES: Except as herein otherwise provided, each party may dispose of his or her personal property and possessions in any way he or she deems fit and further each party hereby waives and relinquishes any and all rights he or she may now have or hereafter acquire, under the present or future laws of any jurisdiction, to share in the property or the estate of the other as a result of the marital relationship, including but without limitation to dower, thirds, courtesy, statutory allowance, widow's allowance, homestead rights, right to take intestacy, right to take against the will of the others estate, and right to act as administrator or executor of the other's estate; and each party will, at the

request of the other, execute, acknowledge and deliver any and all instruments which may be necessary or advisable to carry into effect this mutual waiver and relinquishment of all such interest, rights and claims.

10. WAIVER OF CLAIM AGAINST ANNUITIES: The husband herby waives all claims due him under the Spouse Equity Law present and future, to any civil service retirement funds, annuities or savings plans due the Wife.

11. SUBSEQUENT DIVORCE: Nothing herein contained shall be deemed to prevent either of the parties from maintaining a suit for divorce against the other in any jurisdiction based upon any past or future conduct of the other, nor to bar the other from defending nay such suit. In the event any such action is instituted, the parties shall be bound by all the terms of this Agreement. If consistent with the rules or practice of the Court granting a Decree of Divorce, the provisions of this Agreement, or the substance thereof, shall be incorporated in such decree and merged therewith.

12. BREACH: If either party breaches any provision of this Agreement, the other party shall have the right, at his or her election, to sue for damages for such breach, sue for specific performance of this agreement or to seek whatever other remedy or relief as he or she may have available; in the event of suit or other Court action to enforce this agreement, the prevailing party shall recover his or her reasonable attorney's fee and costs.

13. ADDITIONAL INSTRUMENTS: Each of the parties will, from time to time, at the request of the other execute, acknowledge and deliver to the other party any and all future instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

14. VOLUNTARY EXECUTION: The provisions of this Agreement and their legal effect are fully understood as each party has had the opportunity to consult their respective counsel. Each party does acknowledge by his or her signature that he or she has read carefully this contract and the promises and agreements therein and each states and acknowledges;

(a) That this Agreement is fair and equitable.

(b) That each entered into it voluntarily, free from duress and or undue influence.

(c) That each has had opportunity to read and reflect and to question, if necessary, any provision herein.

(d) That each agrees to honor in good faith this Agreement.

15. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties, concerning all property, both personal and real, all financial debt and obligations, and any other items specifically mentioned in this agreement; and there are no representations, warranties, covenants or undertakings other that those expressly set forth herein and no private oral agreements to the contrary.

16. MODIFICATION AND WAIVER: A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

17. SITUS: This Agreement shall be construed and governed in accordance with the laws of the State of Wyoming.

18. PARTIAL INVALIDITY: If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

19. BINDING EFFECT: Except as otherwise stated herein, all the provisions of this Agreement shall be binding upon the respective heirs, next of kin, executors and administrators of the parties.

20. HEADINGS: The headings used in this Agreement are for convenience only and are not to be used in its construction.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below but to be effective on the year and date first above written.

Kenneth David Standage
KENNETH DAVID STANDAGE

Peggy Ann Standage
PEGGY ANN STANDAGE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Agreement was acknowledged before me by KENNETH DAVID STANDAGE ON THIS 2 day of August, 1990

WITNESS my hand and official seal.

Notary Public

My commission expires:

My Commission Expires: 10-06-92

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Agreement was acknowledged before me by PEGGY ANN STANDAGE ON THIS 2 day of August, 1990

WITNESS my hand and official seal.

Notary Public

My commission expires:

My Commission Expires: 10-06-92

RELEASE OF FIRST REFUSAL

COMES NOW FREDERICK G. PETERSEN, as a general partner of BOULDER LAKE RANCH, a partnership, and as a successor in interest to said partnership, and hereby releases Lot Fifty-One (51), Boulder Lake Country Estates, Third Filing, Sublette County, Wyoming from the provisions of Paragraph 19, Right Of First Refusal as set out in the Declaration of Protective Covenants as filed at Book 28 of Miscellaneous, page 236, in the office of the Sublette County Clerk. It is specifically noted that any right of first refusal that might apply to any prior transfer of said real property is hereby refused.

DATED this 2nd day of August, 1990.

Frederick G. Petersen
FREDERICK G. PETERSEN

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Release Of First Refusal was aeknowledged before me by FREDERICK G. PETERSEN, this 2nd day of August, 1990.

Witness my hand and official seal.

NOTARY PUBLIC

Barbara A. Walker
Signature

Notary Public
Title of Officer

My Commission / Term Expires:

4/25/92

229742

RECORDED Aug. 2 19 90 2:15 P M
IN BOOK 57 Misc. PAGE 595
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

WY IND UG-8/88
LAJ/0516.5

6401343

051690
Page 1 of 2

229746

RECORDED Aug. 3 19 90 11:20 A M
IN BOOK 57 Misc. PAGE 596
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

EASEMENT

1. R. Donald Hagemann and Rosemary Blanchard his wife, Grantor__, do__ hereby convey and warrant to PacifiCorp, an Oregon Corporation, dba Utah Power & Light Company, 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 construction, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of underground electric transmission and distribution lines, communications circuits, fiber optic cables and associated facilities, with the necessary transformers, transformer pads, pull boxes, service pedestals and other facilities related thereto, on, over, under and across the following described 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 west boundary line of the Grantor's land at a point 5 feet south and 1349 feet west, more or less, from the north one quarter corner of Section 27, T.34 N., R.109 W., 6th P.M., thence S.88°51'E. 410 feet, more or less, thence S.17°38'E. 252 feet to a new transformer pad on said land and being in the NE1/4 of the NE1/4 of said Section 27.

Together with all necessary and reasonable rights of ingress and egress and the right to excavate and refill ditches and trenches for the location, installation and repair of said facilities and to remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of said underground facilities. Following any entry made under the

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terms of this easement by Grantee, its agents or assigns, Grantee hereby agrees that it will restore the above described premises to condition existing prior to said entry.

WITNESS the hand of Grantor, this 2nd day of July, 19 90.

X Donald Hagerman

X Rosemary Hagerman

STATE OF WYOMING)
:ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Donald Hagerman and Rosemary Hagerman, his wife, this 2nd day of July, 19 90.

WITNESS my hand and official seal.

My Commission expires:

Notary Public

Residing at Pinedale Wy

Description Approved RHO

Form & Execution Approved _____ File No.

MAIN OFFICE BIG PINEY, WY 83113-9998

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RECORDED Aug. 3 19 90 3:30 PM
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FEES 14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Riley

STANDARD LEASE 1

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U.S. POSTAL SERVICE

STANDARD LEASE

FACILITY NAME: MAIN POST OFFICE

THE UNDERSIGNED, hereinafter called the lessor, hereby leases to the United States Postal Service, hereinafter called the Postal Service, the premises hereinafter described, pursuant to the terms and conditions described herein and attached hereto.

1. LOCATION. The premises are located at:

BUDD AVENUE, BTWN FIRST & NICHOLS
BIG PINEY, WY 83113-9998

Upon which is or will be located a ONE-STORY BRICK BUILDING and which property contains or will contain areas, spaces, improvements, and appurtenances as follows:

ALL OF LOTS 15, 16, AND 17, BLOCK 7, C. F. MAC GLASHEN
FIRST ADDITION TO TOWN OF BIG PINEY, COUNTY OF SUBLETTE,
STATE OF WYOMING.

AREA	DIMENSIONS	NET SQ. FEET
First Floor	38' X 45'	1,710
Platform	10' X 18'	180
Driveway	20' X 53.5'	1,070
Parking and Maneuvering	59.1' X 75'	4,432
Other		
Additional P & M	7' X 44.75'	313
Additional P & M	10.5' X 53.5'	561
Sidewalks	8' X 46.5'	232

600

MAIN OFFICE BIG PINEY, WY 83113-9998

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2. BASIC TERM AND RENTAL.

FIXED-TERM. To have and to hold said premises with its appurtenances for a term of sixty (60) months beginning DECEMBER 15, 1991 and ending DECEMBER 14, 1996.

The Postal Service will pay the lessor a monthly rental of $712.50 payable at the end of each month. Rent for part of a month will be prorated. Rent checks shall be made payable to:

FIRST INTERSTATE BANK OF BILLINGS
C/O TRUST DEPARTMENT, BRENT L. LINDSEY
P. O. BOX 30918
BILLINGS, MT 59116-0918

3. OPTION PERIOD(S): This agreement may be renewed, at the option of the Postal Service, for the following separate and consecutive terms and at the following monthly rentals provided notice be given in writing to the Lessor at least thirty (30) days before the end of the fixed term and each renewal term provided herein.

	NO. OF MONTHS	PER MONTH RENTAL
1.	sixty (60)	$855.00

4. Lessor, as part of the rental consideration, will furnish the following utilities and/or services:

HEATING EQUIPMENT, ELECTRICAL EQUIPMENT, PLUMBING EQUIPMENT, PROVIDE AND REPLACE ALL BALLASTS AS NEEDED DURING CONTINUANCE OF LEASE, MAINTENANCE AND TAXES.

5. POSTAL SERVICE PAYMENT OF UTILITIES: The Postal Service shall pay for the following utilities provided each is separately metered for Postal Service consumption ONLY:

THE UNITED STATES POSTAL SERVICE WILL PAY FOR ALL RECURRING MONTHLY UTILITY COSTS (HEAT, ELECTRICITY, WATER, SEWER) PROVIDED THEY ARE SEPARATELY METERED FOR POSTAL CONSUMPTION ONLY. USPS ALSO RESPONSIBLE FOR TRASH AND SNOW REMOVAL.

6. DEFERRED MAINTENANCE: NONE

7. The undersigned has completed the "Representations and Certifications" in Section C.

MAIN OFFICE BIG PINEY, WY 83113-9998

EXECUTED BY LESSOR this 18th day of June, 1990.

By: _____ Asst. Vice President & Trust Officer
(Signature) (Title)

SEAL:

Name: BRENT L. LINDSEY

Title: ASST. VICE PRESIDENT

Corporate Name: FIRST INTERSTATE BANK OF BILLINGS, as Trustee

Street Address: P. O. BOX 30918

City, State, and ZIP + 4: BILLINGS, MT 59116-0918

Telephone No.: (406) 255-~~5000~~ 5234

Taxpayer Identification No. or Social Security No.: ~~32-000835-2~~ 81-600978

WITNESSES: _____
_____

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____ By: _____
(Signature)

Name: CHERYL HAMILTON
Title: MANAGER, REAL ESTATE BRANCH, Contracting Officer
Address: Denver Facilities Service Office Telephone: (303) 220-6561
U.S. Postal Service 8055 E. Tufts Ave. Pkwy. Suite 400
Denver, CO 80237-2881

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FORM OF ACKNOWLEDGMENT FOR CORPORATIONS

STATE OF Montana)
)SS:
COUNTY OF Yellowstone)

Personally appeared before me, a notary public in and for the County and State aforesaid,

Agnes Hoffman

and Brent L. Lindsey who are known to me to be the Asst. Secretary and Asst. V.P.& Trust Officer of the First Interstate Bank of Billings, N.A. and to be same person who executed the foregoing lease, who depose(s) and say(s) that said person know(s) the seal of the said corporation, that the seal affixed to the above instrument is the seal of said corporation, and that it was affixed, and that said person signed their name thereto, by authority of the said corporation, for the purposes set forth, and as said person's own free and voluntary act.

Done at Billings, in the County and State aforesaid, this 18th day of June, 1990.

NOTARIAL SEAL NOTARY PUBLIC STATE OF

Steven J. Kepros
Notary Public

My commission expires 7-31-90

NOTE.-If the corporation is without a seal, that portion of the acknowledgment referring to a seal should be stricken out, and on the blank line following this statement should be made: "and that the said corporation has no corporate seal."

IN THE DISTRICT OF SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

SUSAN RIGGS, Plaintiff, vs. GEORGE GRASSELL AND OWEN H. MALCOLM, JR. Defendants.	)	Civil Action No. 5109

NOTICE OF LIS PENDENS

NOTICE IS HEREBY given that an action has been commenced and is now pending in the District Court, Ninth Judicial District, Sublette County, Wyoming wherein Susan Riggs is plaintiff and George Grassell and Owen H. Malcolm, Jr. are defendants wherein plaintiff seeks to establish of record an interest in the following described real estate, to-wit:

TOWNSHIP 37 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 23: SW¼NE¼, SE¼SE¼, N½SE¼, SE¼SE¼;
Section 26: NE¼NW¼.

229763

Dated this 6th day of August, 1990.

RECORDED Aug. 6 1990 4:00 P M
IN BOOK 57 Misc. PAGE 604
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

Gerald R. Mason
Gerald R. Mason, P.C.
P.O. Box 785
Pinedale, WY 82941

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Gerald R. Mason, on this 6th day of August, 1990.

SUSAN C. NOBLE NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

MY COMMISSION EXPIRES
JULY 20, 1992

Notary Public

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 THIRD REPORT AND ACCOUNTING AND ORDER OF FINAL 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 25th day of June, 1990 entered and filed herein an instrument entitled Third Report, Accounting and Petition for Final 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 10th day of July, 1990, provided that no objection be filed on or before the 9th day of July, 1990, and said Personal Representatives having given notice as required by law that said Report was filed on the 25th day of June, 1990 in the office of the Clerk of the District Court and that objections thereto could be filed in writing with the Clerk at any time on or before the 9th day of July, 1990.

No objections to said Third Report, Accounting and Petition for Final Distribution have been made or filed in the office of the Clerk of the District Court, and said Third Report, Accounting and Petition for Final 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 appearing that the final accounting attached to the Third Report, Accounting and Petition for Final Distribution is in all respects true and correct, and that all claims and debts against said estate, all expenses, fees and charges for administration and taxes have been fully paid, discharged and satisfied, as required by law.

It further appearing that William R. Taliaferro and Thomas S. Taliaferro, IV did on July 29, 1988, enter and file herein, an instrument entitled First Report Accounting and Petition for Partial Distribution and after due notice given as required by law, this Court issued an Order Approving First Report and Accounting and Order of Partial Distribution on August 18, 1988, to which First Report Accounting and Petition for Partial Distribution and to the Order Approving First Report and Accounting and Order of Partial Distribution, dated August 18, 1988, reference is hereby made.

It further appearing that William R. Taliaferro and Thomas S. Taliaferro, IV did on October 27, 1988, enter and file herein an instrument entitled Second Report Accounting and Petition for Further Partial Distribution and after due notice given as required by law, this Court issued

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RECORDED Aug. 6 19 90 4:30 PM
IN BOOK 57 Misc. PAGE 605
FEES 24.25 Mary L. Lankford COUNTY CLERK
[redacted]TE COUNTY CLERK

an Order Approving Second Report Accounting and Petition for Further Partial Distribution dated November 8, 1988, to which Second Report Accounting and Petition for Partial Distribution and to the Order Approving Second Report and Accounting and Order of Partial Distribution, dated November 8, 1988, reference is hereby made.

It further appearing, as shown by the accounting attached to the Third Report and Accounting, that the sum of $4,000.00 was distributed to Susan T. VanMatre representing accumulated income earnings from dividends on stock distributable to her. Susan T. VanMatre is entitled to receive an additional $1,080.70 to cover said dividend accumulations.

It further appearing that the Order Approving Second Report and Accounting and Order of Further Partial Distribution included the distribution to Susan T. VanMatre of 150 shares of Alabama Power, 8.72 preferred. After the issuance of said Order, it was discovered that said certificate covering said shares provided for 15 shares instead of 150 shares, reducing the number of shares owned in Alabama Power, 8.72 preferred, by 135 shares for a total reduction in value of $11,340.00. The distribution Order to the respective parties should, therefore, be adjusted to reflect this reduction in actual distribution to Susan T. VanMatre.

It further appearing that the oil and gas royalties shown on the Third Report and Accounting, paid by Union Pacific Resources were paid from production on property distributed to William R. Taliaferro and Thomas S. Taliaferro, IV in the Order Approving Second Report and Accounting and Order of Further Partial Distribution. These royalties set forth on the accounting total $1,445.56 and should be distributed to William R. Taliaferro and Thomas S. Taliaferro, IV to share and share alike.

It further appearing that on February 9, 1990, the Personal Representatives distributed to Susan T. VanMatre 1300 shares of Questar common stock, which were being held pursuant to the Order set forth in the Order Approving Second Report until a closing letter would be received from the Internal Revenue Service, which has now been received.

It further appearing that there remains on hand undistributed the following personal property:

308 shares Green River Live Stock Company

Refund claim on Federal Estate Tax Return approved by the Internal Revenue Service but not yet paid $4,261.00

Cash on hand in NOW checking account, State Bank of Green River, as of April 16, 1990 $6,004.32

It further appearing that the distribution of the 1300 shares of Questar stock to Susan T. VanMatre should be approved; that the 308 shares of Green River Live Stock Company should be distributed one-half to William R. Taliaferro and one-half to Thomas S. Taliaferro, IV; that an adjustment should be made with Susan T. VanMatre from distributees William R. Taliaferro and Thomas S. Taliaferro, IV out of their distributive share for $11,340.00 to cover the value of the 135 shares of Alabama Power, 8.72 preferred stock that was not delivered to her as ordered by the Partial

Distribution dated October 27, 1988; and the dividends and income should be distributed to the parties, as provided for above; and all additional cash on hand from income and any undiscovered property should be distributed to William R. Taliaferro, Thomas S. Taliaferro, IV and Susan T. VanMatre a one-third share each, to share and share alike.

It further appearing that the Last Will and Testament of the Decedent made the following provisions for the distribution of the assets of the Estate of Decedent:

"ARTICLE III

I give, devise and bequeath unto my beloved wife, Elva A. Taliaferro, one-half of all my property, both real, personal and mixed.

ARTICLE IV

I give, devise and bequeath all the rest, residue and remainder of my estate unto my two sons, William R. Taliaferro and Thomas S. Taliaferro, IV, or the survivor of them, in Trust to hold and manage and distribute the trust property as follows:

To invest the trust property in such investments as may be provided by law and as may be invested at the time of my demise, and after having deducted the expenses for administration of said trust, to distribute the income derived therefrom unto my beloved wife, Elva A. Taliaferro; and upon her demise to distribute the trust property to my children, William R. Taliaferro, Thomas S. Taliaferro IV and Susan Van Matre, to share and share alike, and if any of them shall precede me in death, then unto their issue per stirpes, or unto the survivor of them, if they leave no issue surviving. I further direct that if any of said trust property shall consist of shares in the Green River Livestock Company, or the Big Sandy Livestock Company, my two sons, William R. Taliaferro and Thomas S. Taliaferro IV, shall have the option to select for their one-third share all or such part thereof as maybe equal to their one-third share, and also direct that they shall have an option to purchase at the appraised value such shares as would otherwise be distributed to their sister, Susan VanMatre, as herein provided.

ARTICLE V

In the event that my beloved wife, Elva A. Taliaferro, shall precede me in death, then I direct that my residuary estate shall be distributed in accordance with the provision which I have made for the distribution of the residuary trust hereinabove provided."

It further appearing that the Codicil to the Will additionally provided as follows:

"ARTICLE I

I give, devise and bequeath unto my son, William R. Taliaferro, the sum of Ten Thousand and no/100 Dollars ($10,000.00).

ARTICLE II

I give, devise and bequeath unto my daughter, Susan VanMatre, the sum of Ten Thousand and no/100 Dollars ($10,000.00).

ARTICLE III

I have made no additional provision for my son, Thomas Seddon Taliaferro, IV for the reason that I have during my life time cancelled the balance owing me on a note and mortgage on his residence."

It further appearing that under date of October 13, 1988, William R. Taliaferro, T. S. Taliaferro, IV and Susan T. Van Matre entered into a Stipulation and Agreement for Division of Assets for Distribution to Distributees providing for distribution of the assets of the Estate which has been filed herein to which reference is hereby made.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that said Third Report and Accounting of William R. Taliaferro and Thomas S. Taliaferro, IV, as Personal Representatives of the estate, be, and the same is hereby, settled, allowed and approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the specific bequests set forth in the Codicil to the Will of the Decedent ordered distributed in and by the Order Approving First Report and Accounting and Order of Partial Distribution dated August 18, 1988, have been fully satisfied.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the distribution of 1300 shares of Questar common stock on February 9, 1990 to Susan T. VanMatre by the Personal Representatives is hereby ratified and approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the distribution of $4,000.00 to Susan T. VanMatre, as set forth on the accounting to cover accumulated earnings from dividends on stock distributed to her, be, and the same is hereby, approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that out of the cash on hand there be distributed to Susan T. VanMatre the additional sum of $1,080.70 to cover dividends received on stock distributable to her from and after October 10, 1988.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that there be distributed to William R. Taliaferro and Thomas S. Taliaferro, IV, to share and share alike, the sum of $1,445.56 out of the cash on hand to cover the oil and gas royalties received from Union Pacific Resources on property distributed to them by the Order Approving Second Report and Accounting and Order of Further Distribution of October 27, 1988.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that William R. Taliaferro and Thomas S. Taliaferro, IV shall first make adjustments with Susan T. VanMatre for the $11,340.00 covering the 135 shares of Alabama Power, 8.72 preferred stock which was not delivered to her, prior to distributing to William R. Taliaferro and Thomas S. Taliaferro, IV the 308 shares of stock of Green River Live Stock Company, which upon making such settlement, is hereby ordered distributed to William R. Taliaferro and Thomas S. Taliaferro, IV to share and share alike.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the assets remaining for distribution after the Order Approving First Report and Accounting and Order of Partial Distribution dated August 18, 1988 should be distributed in accordance with the Stipulation and Agreement of William R. Taliaferro, Thomas S. Taliaferro, IV and Susan T. VanMatre dated October 13, 1988, part of which assets were distributed in the Order of November 8, 1988, which is hereby confirmed except as adjusted and further distributed as hereinabove provided and the remainder of the assets are hereby ordered set over and distributed to William R. Taliaferro, T. S. Taliaferro, IV and Susan T. VanMatre, a one-third interest each to share and share alike the following assets:

1. All mineral estate belonging to the Decedent in Sweetwater, Lincoln and Sublette County, Wyoming, including the property described on Exhibit "3" attached hereto.

2. All accumulated income and cash held by the Personal Representatives for which no other provision has been made for distribution.

3. Any and all other property not otherwise distributed belonging to the Decedent or the Estate whether now known or hereafter discovered.

DONE IN OPEN COURT this 1st day of ~~July~~ August, 1990.

JUDGE

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

Sweetwater County, Wyoming (Continued)

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/2W/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)

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.

TOWNSHIP 23 NORTH, RANGE 114 WEST OF THE 6TH P. M.
SECTION 24: E/2SE/4, SW/4SE/4, and SE/4SW/4
Also described as Lot 37
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

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

Township 23 North, Range 113 West, 6th P.M.
Resurvey Tract 38 (also described at Tract 38), being located in Section 15, 16, 21 and 22
160.00 acres more or less

Resurvey Lot 39 (also described as Tract 39 and Resurvey Tract 39), being located in Section 16, 20 and 21
120.00 acres more or less

Resurvey Lot 40 (also described as Tract 40 and Resurvey Tract 40), being located in Section 20
160.00 acres more or less

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

AGREEM [redacted] WARRANTY DEED—FORM NO. 14 [redacted] THE MILLS COMPANY, SHE [redacted]

THIS AGREEMENT, Made and entered into this 23rd day of July 1990, by and between Victor D. Fulk, his sole and seperate property

of Pinedale, Sublette County, State of Wyoming, of the first part, and John and Kathy Brower, husband and wife

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

WITNESSETH, That the party of the first part, for and in consideration of the sum of ($2,000.00) Two Thousand and no/100 DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the express condition, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said party of the second part by a good and sufficient Warranty Deed, subject, however, to 5/12 of the taxes of A. D. 1990 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lot 4 (four), Big River Subdivision, of Big Country Ranches, as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; to prior mineral reservations of record; and to Restrictions Governing Big Country Ranches filed 6/7/77 in Book 33 of miscellaneous, page 5, office of the County Clerk. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS/ROADS.

SOLD FOR Twenty Four Thousand no/100 DOLLARS ($24,000.00)

and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

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

$2,000.00 down payment, balance of $22,000.00 payable in 120 monthly payments of $278.70 which includes interest at the rate of 9% per annum, first said payment due September 1, 1990 succeeding payments due the 1st. of each month thereafter until paid in full.

Buyers shall be entitled to written notice of any default and ninety (90) days to cure such default before Seller would be entitled to enforce the default provisions of this Agreement.

Payable at the office of Big Country Ranches 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 of two or more principal payments on any payment date and thus reduce interest is hereby granted in amounts of $1,000.00 or more is hereby granted by party of the first.

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

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

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

In presence of

Victor D. Fulk

John Brower

Kathy Brower

22971

RECORDED Aug. 7 1990 11:54AM
IN BOOK 57 Misc. PAGE 616
FEES 6.00 Mary L. Lanham COUNTY CLERK
SUBLETTE COUNTY CLERK

State of Utah
County of Salt Lake } ss.

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

this 6 day of August, 1990.

Witness my hand ~~and official seal.~~

Signature

Notary Public
Title of Officer

My Commission Expires:

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

Acknowledged before me by John Brower and Kathy Brower this 1st day of August, 1990.

Witness my hand and official seal.

VAN GRAHAM - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Dec. 15, 1993

Van Graham
Notary Public

ASSIGNMENT

_____ 19__

For VALUE RECEIVED, _____hereby assign unto _____

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

WITNESS_____ _____

Party of the Second Part.

Consent is hereby given for the above assignment. _____

Party of the First Part.

DATE		TOTAL PAYMENT		INTEREST		PRINCIPAL		BALANCE		BY

WAIVER OF PROTECTIVE COVENANT

Doyle F. Child and Elaine C. Child, husband and wife of Afton, Wyoming, successors in interest to Hoback Ranches, Inc., a Wyoming Corporation of Afton, Wyoming for the lands described herein, do perpetually waive and release any rights retained in Protective Covenant Number 20 for the Hoback Ranches Subdivision, as filed May 4, 1976 in Book 31 of Miscellaneous, Page 636 in the office of the Sublette County Clerk, Pinedale, WY, as it pertains to the South perimeter of the NW1/4SW1/4 and the North perimeter of the SW1/4SW1/4 of Section 4, Township 36 North, Range 112 West of the 6th P.M., Wyoming. This waiver and release is for the benefit of William R. Olsen and Jane Ridges Olsen of Lyme, CT. and their successors in interest.

Dated this 6th day of August, 1990.

Doyle F. Child

Elaine C. Child

Elaine C. Child

STATE OF WYOMING)
)ss
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged by me this 6th day of August, 1990 by Doyle F. Child and Elaine C. Child, husband wife.

Witness my hand and official seal.

Saundra J. Merrill
Notary Public

My Commission expires: 7/26/93

Saundra J. Merrill
Notary Public
County of
Lincoln
State of
Wyoming
My Commission Expires:

229777

RECORDED August 8 IN 90 10:00A M
IN BOOK MISC 57 PAGE 618
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

DECLARATION OF FORFEITURE

229797

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

RECORDED Aug 9, 1990 11:15 A
IN BOOK 57 Misc PAGE 619
FEES $ 36.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
BY: Carol A. Cheney, Deputy

AFFIDAVIT

COMES NOW Earl Andrew Moore, also known as Andy Moore, and being first duly sworn upon his oath does depose and say:

1. That on or about the 26th day of December, 1985, I executed an "Installment Sale Agreement" pertaining to real property in Sublette County, Wyoming, said property being described more fully as reflected in Exhibit "A", which is a copy of said "Installment Sale Agreement", which is attached hereto.

2. That contained within said contract, there was a provision that in the event of default, the Seller, who is named as Earl Andrew Moore, also known as Andy Moore, would have the right to re-enter and take possession of the subject premises, without demand, of the above-described real property and all improvements thereon, including those erected or placed thereon by the Purchaser. Furthermore, in said event Purchaser shall forfeit all sums paid pursuant to the contract, which shall be considered as rental for said property and as liquidated damages for failure on the part of the Purchaser to perform and comply with the terms of the agreement. Said remedies are more fully stated in the agreement as follows:

"5- Timely performance - default.

Time is of the essence of this agreement and Purchaser shall make all payments promptly as herein provided; Purchaser expressly understands and agrees that if Purchaser shall fail to make any of the aforesaid payments to Seller, in the amount, manner and within the time herein provided, or should Purchaser fail to perform any of the other terms and conditions hereof, in the manner and within the time herein provided, and shall fail to make said delinquent payments and otherwise remedy the default of other terms and conditions WITHIN NINETY (90) DAYS after written notice is deposited in the

United States mail, postage prepaid, and addressed to Purchaser at the address of Purchaser hereinabove set forth, the Seller may at the option of Seller declare this contract ended, cancelled and of no further force and effect, and, if this agreement or any record hereof shall be recorded in the office of the Sublette County Clerk, Seller may file for record in the office of the said county clerk a declaration of forfeiture (setting forth the facts of such failure on the part of Purchaser) and the same shall be sufficient to cancel all obligations hereunder on the part of Seller and shall fully reinvest Seller with all rights, title and interest hereby agreed to be sold, conveyed or delivered and Purchaser shall forfeit all sums paid hereunder; Purchaser shall further forfeit all right, title and interest in and to the above property including any and all improvements and Seller shall have the right to re-enter and take possession, without demand, of the above-described real property and all improvements thereon, including those erected or placed thereon by Purchaser and in event of such repossession Seller may keep said real property as Seller's own and absolute property being hereby released from all obligations at law and in equity to convey said property, and in such case all monies forfeited as described above shall be considered as rental for said property and as liquidated damages for failure on the part of Purchaser to perform and comply with the terms of this agreement;"

3. That the purchase price of the subject property pursuant to the aforesaid agreement was the sum of $66,500.00, with a down payment of $7,500.00 paid at the time of the signing of the agreement. On or about January 16, 1986, Purchaser paid an additional sum of $12,500.00, leaving the loan balance to be paid of $46,500.00 for the purchase of the subject property. The balance of the principal due of $46,500.00 was to incur interest at 10% per annum from and after the 16th day of January, 1986, and

was to be paid in 180 successive monthly installments of $499.69 each, the first of which installments was to be paid on the 15th day of February , 1986, and a similar installment to be made on the 15th day of each and every succeeding month until all of said principal and interest was paid in full. That during the year of 1986 Purchaser paid interest in the sum of $3,742.32 and paid additional principal in the sum of $5,252.09. The total amount of principal paid by the Purchaser as of November 24, 1986, was $25,252.09 or approximately 38% of the total purchase price of $66,500.00. However, it should be noted that part of the reason so much of the principal was paid as of November 24, 1986, was due to the fact that the Purchaser made payments before they were due in 1986, which were applied toward the principal as of that date, but Purchaser has not paid a payment since November 24, 1986. Therefore, the contract is extremely in arrears.

4. That pursuant to my request, my attorney, William H. Twichell, served notice of default upon the Purchaser, Mr. Steve Smith, by mailing the same by certified mail to him, a copy of said letter of notice of default is attached hereto and marked as Exhibit "B" and a copy of the return receipt is attached hereto and marked as Exhibit "C".

5. That pursuant to my request, my attorney, William H. Twichell, served notice of default upon Mr. Steve Smith again by mailing a letter of notice of default to Mr. Smith, by mailing the same by certified mail to two separate addresses, a copy of said letter of notice of default being attached hereto and marked as Exhibit "D".

6. That a copy of the return receipts pertaining to said two mailings is attached hereto and marked as Exhibit "E".

7. That the Purchaser, Steve Smith, failed to cure the default as listed in the notice of default and thus, failed to place the aforesaid contract back in good standing.

8. That pursuant to the contract as hereinbefore identified and pursuant to Purchaser, Steve Smith's failure to cure the default and place said contract back in good standing, I, the undersigned affiant, Andy Moore, hereby sign this Affidavit for

recording with the Sublette County Clerk of Court thereby declaring that the Purchaser, Steve Smith, has forfeited all of his right, title and interest in and to the real property which is the subject of the Installment Sales Agreement and which is identified in said agreement, a copy of which is attached hereto and marked as Exhibit "A".

Further affiant saith naught.

Dated this 9 day of August, 1990.

Earl Andrew Moore
Earl Andrew Moore, also known as Andy Moore

Subscribed and sworn to before me by Earl Andrew Moore, also known as Andy Moore, this 9th day of August, 1990.

Witness my hand and official seal.

Notary Public

My Commission Expires: 2/9/94

JOHN S. MACKEY
ATTORNEY AT LAW
P.O. BOX 671
PINEDALE, WYOMING 82941

EXHIBIT "A"

INSTALLMENT SALE AGREEMENT

THIS AGREEMENT made and entered this 16th day of December, 1985, by and between EARL ANDREW MOORE, also known as ANDY MOORE, of Big Piney, County of Sublette, and State of Wyoming, Party of the First Part and hereinafter called the "Seller", and STEVE SMITH of Big Piney, County of Sublette, and State of Wyoming, Party of the Second Part and hereinafter called the "Purchaser",

W I T N E S S E T H:

Seller agrees to sell unto Purchaser and Purchaser agrees to buy from Seller the following described real estate situate in the County of Sublette and State of Wyoming, to-wit:

Township 30 North, Range 111 West of the Sixth Principal Meridian

Section 13 - NE/4 NE/4

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

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO all easements and rights of way of record or in actual use, AND SUBJECT FURTHER TO all restrictive covenants of record, AND SUBJECT FURTHER TO all outstanding mineral reservations;

and for said real estate Seller shall accept and Purchaser shall pay the purchase price of $66,500 which said purchase price shall be paid and satisfied by two separate installments, without interest, in the amounts and at the times hereinafter set forth, to-wit:

Returned to Andy Moore
1-4-89 Andy Moore
K.K

SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500) of said purchase price upon the signing and delivery of this agreement, receipt whereof by Seller is hereby acknowledged;

TWELVE THOUSAND FIVE HUNDRED DOLLARS ($12,500) of said purchase price on the 16th day of January, 1986;

and interest shall accrue on the remainder of said purchase price, FORTY-SIX THOUSAND FIVE HUNDRED DOLLARS ($46,500), and all balances thereof, at the rate of TEN PER CENT (10%) PER ANNUM from and after the 16th day of January, 1986, and the said remaining purchase price together with accrued interest shall be paid and satisfied by ONE HUNDRED EIGHTY (180) successive monthly installments of FOUR HUNDRED NINETY-NINE DOLLARS SIXTY-NINE CENTS ($499.69) each, the first of which said installments to be made on the 15th day of February, 1986, and a similar installment to be made on the 15th day of each and every succeeding month until in all a total of 180 of said installments, each in amount of $499.69, have been made;

All of the aforesaid payments of the principal sum and interest shall be made to EARL ANDREW MOORE at Big Piney, Wyoming, or such other place as may be hereafter designated;

Seller shall not be obligated to accept any of the foregoing installments of the principal sum and interest EXCEPT at the times and in the amounts hereinabove set forth, EXCEPT HOWEVER, Seller agrees that AFTER THE 16th day of January, 1986, Purchaser may at the option of Purchaser pay in full the then unpaid balance of the purchase price

together with the interest accrued to date of payment or may otherwise make payment over and above and in addition to the installments of principal and interest as hereinabove set forth and required; all payments so made shall be first credited to the accrued interest and the balance to the purchase price, no penalty or penalties shall be levied or assessed upon payments made in said manner;

THE PARTIES FURTHER AGREE AS FOLLOWS:

1- Possession, assignment, liens, taxes and buildings.

(a) Purchaser may have possession of the above property upon execution of this agreement, Purchaser has inspected the property and accepts the property in its present condition;

(b) Purchaser shall not surrender possession of the above property nor part with possession to any persons whomsoever, nor shall Purchaser assign or sell this agreement to any person whomsoever without first having obtained the written consent thereto of the Seller;

(c) Purchaser shall pay BEFORE DELINQUENCY all taxes and assessments on the property coming due ON AND AFTER the 1st day of January, 1986;

(d) Purchaser shall not suffer nor permit any liens, other than liens of taxes, encumbrances and mortgages to accrue or attach to the above property during the term hereof and in event the same shall accrue or attach Purchaser shall immediately pay and dissolve the same and upon failure to do so Seller may pay the same and all sums so expended by Seller in the satisfaction, dissolution and

discharge thereof shall accrue interest at the rate of EIGHTEEN PER CENT (18%) PER ANNUM from the time of payment and the same shall be immediately due and payable by Purchaser unto Seller;

(e) If Purchaser fails or neglects to pay any installment of taxes or assessments, when due, Seller shall have the right to make such payment and to add the amount thereof, together with interest at EIGHTEEN PER CENT (18%) PER ANNUM, to the obligation of Purchaser hereunder;

2- Marketability of property - title insurance.

Seller shall, WITHIN TEN (10) DAYS HEREAFTER, and at Seller's expense, cause to be issued in favor of Purchaser the commitment of THE TITLE GUARANTY COMPANY OF WYOMING, INC., to insure title to the aforesaid real estate in the amount of the purchase price hereof and if said commitment shall not be so issued, or if Seller shall refuse or fail to comply with the requirements of said commitment, Purchaser may then at the option of Purchaser rescind the within agreement and recover all monies paid hereunder and Seller shall immediately restore and repay to Purchaser all monies received from Purchaser hereunder, or the parties may negotiate further; further Seller shall not do, nor cause, nor permit any act to be done during the term of this agreement which will further burden or encumber the property or adversely effect title thereto nor otherwise interfere with Purchaser's full use and enjoyment thereof and Seller shall reimburse Purchaser for any and all expenses and costs incurred by Purchaser in the protection of Purchaser's rights hereunder or in the enforcement of this provision, the same to be paid immediately upon demand;

3- Delivery of warranty deed.

Upon payment of the purchase price and all interest, AND PROVIDED THAT Purchaser has otherwise performed as required of Purchaser herein, Seller shall convey the above property unto STEVE SMITH by means of statutory form of warranty deed;

4- Taxes and assessments.

All taxes assessed and levied upon the property in the year 1985 and prior thereto shall be paid by Seller;

5- Timely performance - default.

Time is of the essence of this agreement and Purchaser shall make all payments promptly as herein provided; Purchaser expressly understands and agrees that if Purchaser shall fail to make any of the aforesaid payments to Seller, in the amount, manner and within the time herein provided, or should Purchaser fail to perform any of the other terms and conditions hereof, in the manner and within the time herein provided, and shall fail to make said delinquent payments and otherwise remedy the default of other terms and conditions WITHIN NINETY (90) DAYS after written notice is deposited in the United States mail, postage prepaid, and addressed to Purchaser at the address of Purchaser hereinabove set forth, the Seller may at the option of Seller declare this contract ended, cancelled and of no further force and effect, and, if this agreement or any record hereof shall be recorded in the office of the Sublette County Clerk, Seller may file for record in the office of the said county clerk a declaration of forfeiture (setting forth the facts of such failure on the part of Purchaser)

and the same shall be sufficient to cancel all obligations hereunder on the part of Seller and shall fully reinvest Seller with all rights, title and interest hereby agreed to be sold, conveyed or delivered and Purchaser shall forfeit all sums paid hereunder; Purchaser shall further forfeit all right, title and interest in and to the above property including any and all improvements and Seller shall have the right to re-enter and take possession, without demand, of the above-described real property and all improvements thereon, including those erected or placed thereon by Purchaser and in event of such repossession Seller may keep said real property as Seller's own and absolute property being hereby released from all obligations at law and in equity to convey said property, and in such case all monies forfeited as described above shall be considered as rental for said property and as liquidated damages for failure on the part of Purchaser to perform and comply with the terms of this agreement;

6- Construction.

All words used in this agreement including the words "Purchaser" and "Seller" shall be construed to include the plural as well as the singular number and words used herein in the present tense shall include the future as well as the present and words used in the masculine gender shall include the feminine and neuter;

7- Effect of waiver.

The waiver by Seller of any covenant, condition or agreement herein contained shall not vitiate the same and the terms, conditions, covenants and agreements set forth

herein shall apply, inure to and bind the heirs, executors, administrators and assigns of the respective parties hereto;

8- Persons bound.

All provisions hereof shall extend to, inure to the benefit of and be binding upon the respective parties and their heirs, devisees, personal representatives and assigns;

9- Litigation - allowance of attorney's fees to prevailing party.

If any action is brought to enforce this agreement or any provision hereof, to rescind the same, to collect damages for an alleged breach hereof, or for declaratory judgment hereunder, the prevailing party in such action, whether plaintiff or defendant, shall be entitled to an allowance for reasonable attorney fees, in addition to costs of suit;

10- Insurance - Purchaser's obligation.

Loss or damage to the buildings and improvements upon the above property, presently so located or hereafter added thereto, by fire and any other risk, cause or peril shall be insured by Purchaser in such sum and in such amount as specified by Seller, BUT NOT TO EXCEED the unpaid balance of purchase price, all at the expense of Purchaser, and policies and counterparts or copies of policies shall be provided and held by both Seller and Purchaser, and said policies shall meet the requirements and approval of Seller as to all perils and as to all coverages and shall exist for and during and throughout the term of this agreement and until the purchase price hereof, together with all interest, has been fully paid, and Purchaser may insure said buildings and improvements for a greater sum than required by Seller;

said policies of insurance shall provide for compensation of loss or damage to said buildings and improvements to both the Seller and to Purchaser as their interests appear at the time of such loss or damage;

11- Interest on past-due installments.

Any installment of purchase price and interest, as hereinabove provided, not paid when due shall accrue interest at the rate of EIGHTEEN PER CENT (18%) PER ANNUM from the due date until paid.

IN WITNESS WHEREOF, we have hereunto affixed our signatures at Big Piney, Wyoming, the day and year first above written.

EARL ANDREW MOORE, also known as ANDY MOORE, Seller

STEVE SMITH, Purchaser

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by EARL ANDREW MOORE, also known as ANDY MOORE, this 26th day of December, 1985.

Witness my hand and official seal.

Notary Public

My commission expires:
September 1, 1989

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by STEVE SMITH this 26th day of December, 1985.

Witness my hand and official seal.

Notary Public

My commission expires:
September 1, 1989

EXHIBIT "B"

Mason & Twichell, P.C.
Attorneys at Law
P. O. Box 785
Pinedale, Wyoming 82941

Gerald R. Mason
William H. Twichell

Area Code 307
367-2133

March 9, 1989

Mr. & Mrs. Steve Smith
167 Townsend HRB Road
Lunenburg, MA 01462

RE: Real estate transaction between Moore and Smith; NE¼NE¼ of Section 13-T30N-R111W-6th P.M., Sublette County, Wyoming

Dear Mr. & Mrs. Smith:

I am informed that you are in default on your agreement to purchase the above-captioned property from Earl Andrew Moore. Therefore, pursuant to the provisions of the Agreement to Purchase the above-captioned property and Agreement for Warranty Deed, and your default of the same, if you and your wife do not appropriately execute the Quitclaim Deed which is enclosed and return it to us immediately, we will be forced to pursue legal action against you on behalf of Mr. Moore to vitiate any right, title and interest in the subject property which you hold or which you claim to hold and for any damages to the property plus attorney's fees and costs of the action.

I look forward to hearing from you shortly. If you should have any questions, please feel free to contact me.

Respectfully,

William H. Twichell

WHT/lt
encl:
cc: Neil Bailey
Andy Moore

CRRR #P 845-699-344

632

EXHIBIT "C"

P 845 699 344

RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse)

Sent to Mr. & Mrs. Steve Smith	
Street and No. 167 Townsend HRB Road	
P.O. State and ZIP Code Lunenburg, MA 01462	
Postage	$ .25
Certified Fee	.85
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	9¢
Return Receipt showing to whom, Date and Address of Delivery	
TOTAL Postage and Fees	$ 1.09
Postmark or Date 3-9-89	

PINEDALE STATION USPO

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:
Mr. & Mrs. Steve Smith
167 Townsend HRB Road
Lunenburg, MA 01462

4. Article Number
P 845-699-344

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
3/13/89

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

LUNENBURG MA

PS Form 3811, Mar. 1987 ★ U.S.G.P.O. 1987-178-268 DOMESTIC RETURN RECEIPT

EXHIBIT "D"

Mason & Twichell, P.C.
Attorneys at Law
P. O. Box 785
Pinedale, Wyoming 82941

Gerald R. Mason
William H. Twichell

Area Code 307
367-2153

May 9, 1989

Mr. & Mrs. Steve Smith
167 Townsend HRB Road
Lunendurg, MA 01462

Re: Real Estate Transaction between Moore and Smith; NE¼NE¼ of Section 13-T30N-R111W-6th P.M., Sublette County, Wyoming

Dear Mr. and Mrs. Smith:

From previous correspondence you, are already aware of the fact that you are in default on your contract with Andy Moore to purchase the above-captioned property. As you are aware, Andy Moore, as seller, and Steve Smith, as purchaser, entered into a contract named "Installment Sales Agreement", having signed said contract on the 26th day of December, 1985. According to that contract, you were to make payments of $499.69 each month, however, the last payment for which you have been credited and the last payment which you have made was the payment due on May 15, 1987. You have not made any of the monthly payments which are due on the 15th of each month since that last payment for May 15, 1987. Therefore, you owe payments in the aforesaid amount for each month since May 15, 1987, to this date, plus interest at the rate of 18% per annum, which we will compute for you if you wish to place this contract back in good standing. According to the contract as set forth in paragraph 5, you have 90 days after written notice as deposited in the United States Mail, postage pre-paid, and addressed to the purchaser, to remedy the default.

You are also in default of the subject contract for not paying property taxes on the subject property since 1986. According to paragraph 1 of the contract, you are to pay all property taxes before they are delinquent. Therefore, you owe Mr. Moore for all the property taxes which have not been paid, plus interest on the property taxes which he has paid at the rate of 18% per annum. Again, we will compute this for you if you express your interest to cure the default in a timely manner as set forth in the contract.

You are hereby placed on notice that pursuant to the subject contract if you fail to make the delinquent payments and remedy the default of the contract as hereinbefore set forth, Mr. Moore shall declare your interest in the subject property ended, cancelled, and of no further force and effect and shall declare the subject property the sole property of Mr. Moore and shall declare that you as purchaser have forfeited all of your right to any interest in and to the property and to all sums of money which you have paid pursuant to the subject contract. Furthermore, Mr. Moore, as the seller, shall declare all of the improvements on the subject property forfeited by you and shall re-enter and take possession of the subject property and all of the improvements located thereon. He shall declare them as his own and absolute property. If you wish to cure and remedy the default of the subject contract, you need to do so within the time provided therein.

If you do not remedy the default of the contract, Mr. Moore will file suit to quiet the title, unless you agree to sign and deliver a quit claim deed conveying all of your interest in the property to him.

If you should have any questions, please feel free to contact me.

Respectfully,

William H. Twichell

WHT/lt
CRRR# P 845-699-365

cc: Steve Smith
P.O.Box 926
Big Piney, Wyoming 83113
CRRR# P 845-699-366

P.S. Enclosed is a copy of the Installment Sale Agreement.

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:

Steve Smith
P.O. Box 926
Big Piney, WY 83113

4. Article Number
P 845-699-366

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

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
X Tammy Lowe

6. Signature — Agent
X

7. Date of Delivery 5-15-89

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

MAY 15 1989 USPO

PS Form 3811, Feb. 1986 DOMESTIC RETURN RECEIPT

Andy Moore

EXHIBIT "E"

635

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:

Mr. & Mrs. Steve Smith
167 Townsend HRB Road
Luenburg, MA 01462

4. Article Number
P 845-699-365

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

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
X Tammy Lowe

6. Signature — Agent
X

7. Date of Delivery 5-15-89

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

MAY 15 1989 USPO

PS Form 3811, Feb. 1986 DOMESTIC RETURN RECEIPT

Andy Moore

AFFIDAVIT OF SURVIVORSHIP

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

ANNE E. BARGER, being first duly sworn, states as follows:

1. Affiant is the surviving spouse of and the surviving tenant of an estate by the entireties with respect to the decedent hereinafter named; therefore, affiant has an interest in the real estate which is the subject matter of this affidavit.

2. Affiant states that FAY C. BARGER died in Lander, Wyoming, on the 30th day of September, 1985; the facts of said death more fully appear from the certificate of death, duly certified by the State Registrar of Vital Records, attached hereto as Exhibit A, and by this reference incorporated herein.

3. During the marriage of FAY C. BARGER and Affiant, said decedent and Affiant acquired as tenants by the entireties certain real property in Sublette County, Wyoming, which property is more particularly described as follows:

TOWNSHIP 31 NORTH, RANGE 108 WEST OF THE 6TH P.M.

Section 5: Lots 1, 2, 3, 5, 6, 7, 8, 9, and 13, SW¼NE¼, SE¼NW¼
Section 6: Lots 8, 9, 10, and 11
Section 8: NW¼NW¼

TOWNSHIP 32 NORTH, RANGE 108 WEST OF THE 6TH P.M.

Section 32: SE¼

4. Said property was acquired by Warranty Deed from Robert Wilhalm Krall and Florence Rose Krall, husband and wife, dated October 30, 1953, and recorded in the office of the County Clerk of Sublette County, Wyoming, on November 2, 1953, in Book 7 of Deeds, Page 416.

This Affidavit is made and recorded for the purpose of establishing the fact of the death of the said FAY C. BARGER, who was the owner with Affiant of an estate by the entireties in the above described property, and to make an official record of the termination of interests of said decedent in and to said property, pursuant to the provision of W.S. § 2-9-102, and the vesting of said interest in ANNE E. BARGER.

Dated this 9th day of August, 1990.

Anne E. Barger
ANNE E. BARGER

Subscribed and sworn to before me by ANNE E. BARGER this 9th day of August, 1990.

WITNESS my hand and official seal.

NOTARY PUBLIC COMMISSION EXPIRES JULY 20, 1994

Susan D. Noble
Notary Public

RECORDED August 9 19 90 at 9:15 P M
IN BOOK 51 MISC PAGE 636
FEES $ 6.00 Kathleen Kelly COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

249805

636

637

STATE OF WYOMING

DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 116

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. FAY	CAROLLA	BARGER	2. male	3. September 30, 1985

4a. RACE (e.g. White, Black, American Indian, etc.) (Specify)	4b. ORIGIN OR DESCENT (e.g. Italian, Mexican, German, Puerto Rican, English, Cuban, etc.) (Specify)	5a. AGE-Last Birthday (Yrs.)	UNDER 1 YEAR: 5b. MOS / DAYS	UNDER 1 DAY: 5c. HOURS / MINS	6. DATE OF BIRTH (Mo., Day, Yr.)
white	German/Irish	83			January 9, 1902

7a. PLACE OF DEATH (Hospital or other institution-Name. If not in either give street and number)	7b. IF HOSP. OR INST. Indicate DOA, OP, Emer. Rm., Inpatient (Specify)	7c. CITY, TOWN OR LOCATION OF DEATH	7d. COUNTY OF DEATH
LanderValleyRegMedCenter	inpatient	Lander	Fremont

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)
Illinois	U.S.A.	married	Anne Elizabeth Morris	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
520-07-1559	rancher	agriculture

15a. RESIDENCE-STATE	15b. COUNTY	15c. CITY, TOWN OR LOCATION	15d. STREET AND NUMBER	15e. INSIDE CITY LIMITS (Specify Yes or No)
Wyoming	Sublette	Pinedale	121 Ehman Lane	no

PARENTS

16. FATHER-NAME FIRST	MIDDLE	LAST	17. MOTHER MAIDEN NAME FIRST	MIDDLE	LAST
Alexander	nmn	Barger	Frances	nmn	Wyley

18a. INFORMANT-NAME (Type or Print)	18b. MAILING ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP)
Mrs. Anne Barger	121 Ehman Lane Pinedale, Wyoming 82941

DISPOSITION

19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify)	19b. DATE (Mo., Day, Yr.)	19c. CEMETERY OR CREMATORY-NAME	19d. LOCATION (CITY OR TOWN, STATE)
burial	10-3-1985	Pinedale Cemetery	Pinedale, Wyoming

20a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	NUMBER	20b. NAME OF FACILITY	NUMBER	20c. ADDRESS OF FACILITY
Edwin Hudson	337	Hudson's Funeral Home	100	Box 236 Pinedale, Wyo. 8294

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) ▶ D. Hudson M.D.

21b. DATE SIGNED (Mo., Day, Yr.)	21c. HOUR OF DEATH
10-3-85	9:30 A.M.

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

To be Completed by CORONER Only

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

(Signature and Title) ▶

22b. DATE SIGNED (Mo., Day, Yr.)	22c. HOUR OF DEATH
	M
22d. PRONOUNCED DEAD (Mo., Day, Yr.) ON	22e. PRONOUNCED DEAD (Hour) AT M

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

23. Kipp B. Webb, M.D. 745 Buena Vista Drive, Lander, Wyoming 82520

24a. REGISTRAR (Signature) ▶	24b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
	October 7, 1985 (State)

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) Cardiac Arrest — Interval between onset and death

DUE TO OR AS A CONSEQUENCE OF

(b) Acute Pulmonary Insufficiency — 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) Chronic Obstructive Pulmonary Disease

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

OCT 7 1985

Date Issued October 7, 1985

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

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

Lawrence J. Cohen, M. D.
State Registrar

Richard O. Hall
Deputy State Registrar

MEMORANDUM OF SALE

THIS MEMORANDUM OF SALE made and entered into this 2nd day of July, 1990, by and between **ROBERT B. WELLS** and **ROSEMARY WELLS**, husband and wife, whose address is JC #52, Bondurant, Wyoming 82922, hereinafter referred to as Sellers, and **RICHARD CHARLES MELBY**, a single man, whose address is P.O. Box 194, Bondurant, Wyoming 82922, hereinafter referred to as Buyer.

WITNESSETH:

For the purchase price and upon the terms, covenants and conditions set forth in that certain Agreement for Purchase and Sale of Land bearing date the _____ day of July, 1990, from Sellers to Buyer, all of which terms, covenants and conditions are hereby made a part hereof as fully and completely as if herein specifically set out in full, Seller has agreed to sell and shall convey unto Buyers the following described real property situate, lying and being in the County of Sublette, State of Wyoming, more particularly described as follows:

Beginning at the SE corner of the SE1/4 of said Section 33,
T38N-[redacted], R113W
thence N0°02'W for a distance of 639.65'
to the POINT OF BEGINNING; thence
N0°02'W a distance of 639.65'; thence
N89°41'E a distance of 660.0'; thence
S0°02'E a distance of 639.45'; thence
S89°42'W a distance of 660.0' to the POINT
OF BEGINNING;

containing 9.7 acres, more or less;

Subject, however, to the Sellers' lien and right to terminate the Agreement in accordance with its terms should Buyer default in any of the terms or conditions contained in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Sale the day and year first above written.

229833

SELLERS:

Robert B. Wells

Rosemary Wells

RECORDED Aug. 13 1990 3:20 P M
IN BOOK 57 M.Sc. PAGE 638
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

BUYER:

Richard Charles Melby

ACKNOWLEDGMENTS ON FOLLOWING PAGE

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing Memorandum of Sale was acknowledged before me by Robert B. Wells and Rosemary Wells, husband and wife, this 7th day of August, 1990.

WITNESS my hand and official seal.

JOE E. BUSH NOTARY PUBLIC TETON COUNTY, WYOMING

Joe E Bush
Notary Public

My Commission expires: Sept. 20 1993.

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

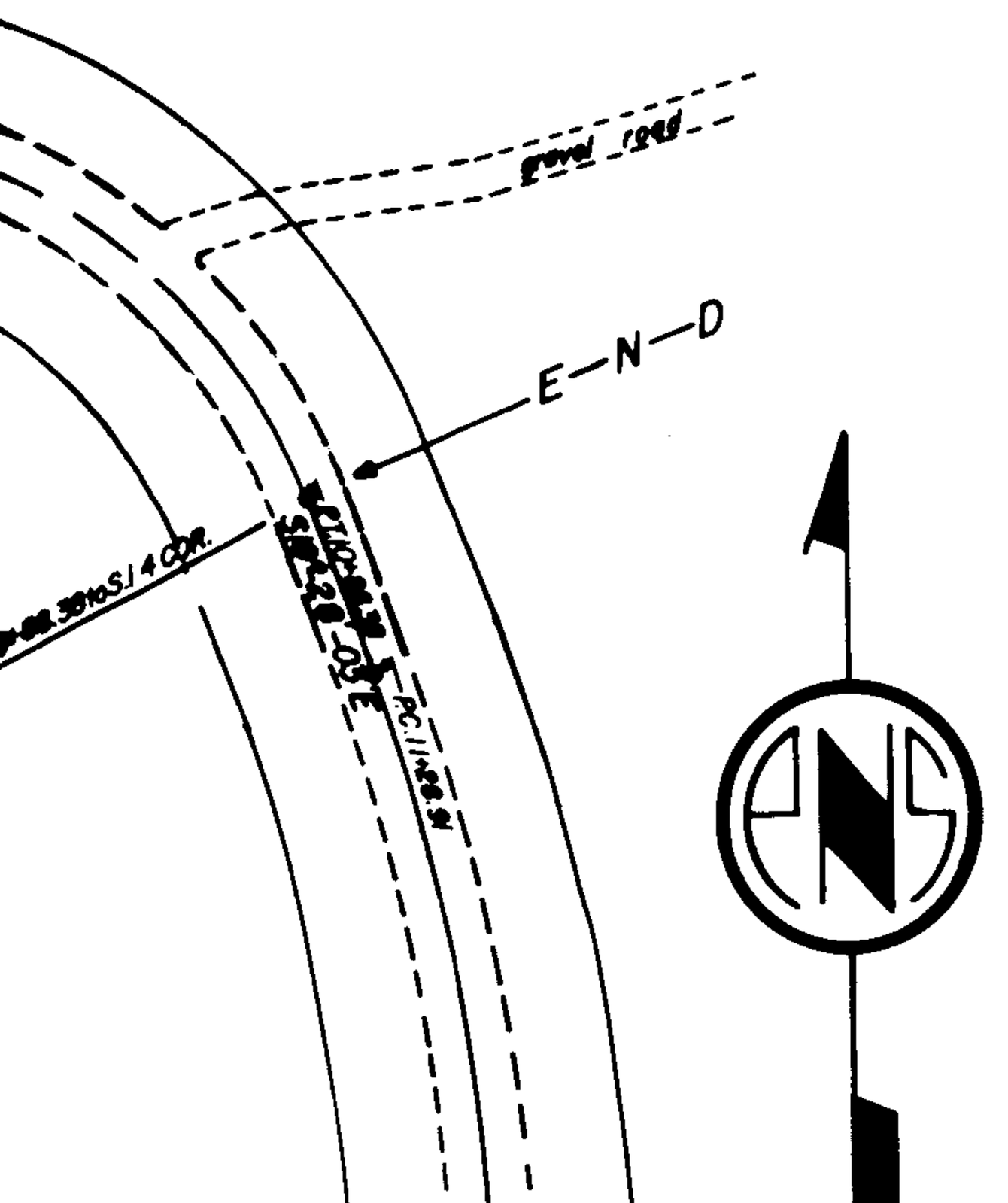
The foregoing Memorandum of Sale was acknowledged before me by Richard Charles Melby, a single man, this 8th day of August, 1990.

WITNESS my hand and official seal.

JOE E. BUSH NOTARY PUBLIC TETON COUNTY, WYOMING

Joe E Bush
Notary Public

My Commission expires: Sept 20 1993.



229850

Aug. 14 9c 8.13c A.M.
57 Misc. 640
n/c 1/4 Sec 4 T 30 N R 116 W SUBLETTE COUNTY, WYOMING
By: Mrs Riley

PLAT TO ACCOMPANY APPLICATIONS FOR RIGHT-OF-WAY FROM BUREAU OF LAND MANAGEMENT FOR WHELAN BRIDGE COUNTY ROAD NO. 23-222

SUBLETTE COUNTY, WYOMING

RIGHT OF WAY EASEMENT

Joseph R. Hauser, a single man, of 2110 East Pratt Street, Baltimore, MD 21231 does herein acknowledge that Rim Road was built and established prior to my acquisition of the following described real estate:

The NE1/4NE1/4 of Section 9, Township 36 North, Range 112 West of the 6th P.M., Wyoming.

I herein Grant and Dedicate the same rights and privileges that exist on Rim Road as filed for the Hoback Ranches Subdivision in Sublette County, Wyoming on May 4, 1976 in Book 31 Miscellaneous, Page 636, on that portion of the easement crossing the above lands, as shown on the attached survey by Uinta Engineering, marked "Exhibit A", attached hereto and made a part hereof, also releasing and waiving herein any rights and privileges under and by virtue of the Homestead laws of the State of Wyoming.

229875 Signed this 14th day of August, 1990.

RECORDED Aug 16 1990 3:20 P M
IN BOOK 57 Misc. PAGE 641
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Joseph R. Hauser
Joseph R. Hauser

STATE OF MARYLAND)
) SS
COUNTY OF BALTIMORE)

By mail Riley

The foregoing instrument was acknowledged by me this 14th day of August, 1990.

William H. Eager
Notary Public

My commission expires: July 1, 1992

WILLIAM H. EAGER
NOTARY PUBLIC
Balto. Co. Md.

UINTA ENGINEERING & SURVEYING, INC.
808 MAIN ST - P O BOX 746
EVANSTON, WYOMING 82930
(307) 789 3602

PRINCIPALS
John A Proffit
Cloey C Wall

ASSOCIATES
R Chris Fox
Kenneth J Walker
Richard G Ludwick
Lynne D. Fox

EXHIBIT A

Rim Road Description
NW NW and NW SW Section 4, and N 1/2 N 1/2 Section 9,
T 36 N, R 112 W, 6th P.M.
Sublette County, Wyoming

A strip of land for a road easement and utility right-of-way located in the Northwest 1/4 of the Northwest 1/4, and in the Northwest 1/4 of the Southwest 1/4 of Section 4, and in the North 1/2 of the North 1/2 of Section 9, all in Township 36 North, Range 112 West, of the 6th Principal Meridian, Sublette County, Wyoming, said strip being 66 feet wide, 33 feet on each side of the following described centerline:

COMMENCING at the North 1/16 corner on the West line of said Section 4, thence N 0°16'49" W, 257.35 feet along the West line of said Section 4, this being the Basis of Bearing, to the POINT OF BEGINNING of the strip herein described;

thence S 78°11'20" E, 34.18 feet;
thence N 89°07'40" E, 249.44 feet;
thence S 79°20'16" E, 87.11 feet to the point of curvature of a curve concave to the North having a radius of 80.00 feet;
thence Easterly 68.23 feet along the arc of said curve through a central angle of 48°52'00" to a point tangent, said curve being subtended by a chord bearing N 76°13'44" E, a distance of 66.18 feet;
thence N 51°47'45" E, 73.03 feet to the point of curvature of a curve concave to the South having a radius of 80.00 feet;
thence Easterly 166.36 feet along the arc of said curve through a central angle of 119°08'56", said curve being subtended by a chord bearing S 68°37'48" E, a distance of 137.97 feet to the point of compound curvature of a curve concave to the West, having a radius of 710.00 feet, at which point the radius bears S 80°56'41" W;
thence Southerly 175.65 feet along the arc of said curve through a central angle of 14°10'29" to a point tangent, said curve being subtended by a chord bearing S 1°58'05" E, a distance of 175.20 feet;
thence S 5°07'09" W, 68.06 feet, more or less, to a point lying on the North line of the "Rim Road Subdivision #1" as said Subdivision is filed in the Office of the Sublette County Clerk, said point lying N 89°27'45" E, 617.33 feet from said North 1/16 corner (N 89°23'04" E, 621.44 feet on said Subdivision plat), said point being the POINT OF ENDING of this part the easement.

ALSO, COMMENCING at the West 1/4 corner of said Section 4, thence N 88°24'35" E, 366.17 feet along the North line of said Southwest 1/4, this being the Basis of Bearing, and along the South line of said Subdivision (N 88°27'27" E, 378.00 feet on said Subdivision plat) to the POINT OF BEGINNING of this part of the easement;

ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESS OR IMPLIED, THAT I MAY HAVE TOWARDS THE SUBJECT PROPERTY.

UINTA ENGINEERING & SURVEYING, INC.
808 MAIN ST - P O BOX 746
EVANSTON, WYOMING 82930
(307) 789-3602

PRINCIPALS
John A Proffit
Cloey C. Wall

ASSOCIATES
R Chris Fox
Kenneth J Walker
Richard G. Ludwick
Lynne D Fox

thence S 17°28'41" E, 44.48 feet;
thence S 7°01'09" E, 309.89 feet to the point of curvature of a curve concave to the East having a radius of 560.00 feet;
thence Southerly 113.55 feet along the arc of said curve through a central angle of 11°37'03" to a point tangent, said curve being subtended by a chord bearing S 12°49'41" E, a distance of 113.35 feet;
thence S 18°38'12" E, 246.65 feet;
thence S 14°04'31" E, 289.99 feet to the point of curvature of a curve concave to the Northeast having a radius of 190.00 feet;
thence Southeasterly 323.23 feet along the arc of said curve through a central angle of 97°28'14", said curve being subtended by a chord bearing S 62°48'38" E, a distance of 285.64 feet to the point of reverse curvature of a curve concave to the South having a radius of 315.00 feet, at which point the radius bears S 21°32'45" E;
thence Easterly 319.02 feet along the arc of said curve through a central angle of 58°01'40" to a point tangent, said curve being subtended by a chord bearing S 82°31'55" E, a distance of 305.56 feet;
thence S 53°31'05" E, 109.71 feet to the point of curvature of a curve concave to the North having a radius of 100.00 feet;
thence Easterly 95.98 feet along the arc of said curve through a central angle of 54°59'42", said curve being subtended by a chord bearing S 81°00'56" E, a distance of 92.34 feet to a point lying on the East line of said Northwest 1/4 Southwest 1/4, the Southwest 1/16 corner of said Section 4 lying S 0°06'55" E, 55.13 feet, said point being the POINT OF ENDING of this part of the easement.

ALSO,COMMENCING at the North 1/4 corner of said Section 9, thence S 87°55'40" W, 666.24 feet along the North line of said Section, this being the Basis of Bearing, to a point lying on a curve concave to the Northeast having a radius of 130.00 feet, at which point the radius bears N 64°32'20" E, said point being the POINT OF BEGINNING;

thence Southeasterly 159.18 feet along the arc of said curve through a central angle of 70°09'30" to a point tangent, said curve being subtended by a chord bearing S 60°32'25" E, a distance of 149.42 feet;
thence N 84°22'50" E, 231.59 feet to the point of curvature of a curve concave to the South having a radius of 165.00 feet;
thence Easterly 137.64 feet along the arc of said curve through a central angle of 47°47'43" to a point tangent, said curve being subtended by a chord bearing S 71°43'19" E, a distance of 133.68 feet;
thence S 47°49'28" E, 192.23 feet to the point of curvature of a curve concave to the Northeast having a radius of 210.00 feet;
thence Southeasterly 129.50 feet along the arc of said curve through a central angle of 35°19'53" to a point tangent, said curve being subtended by a chord bearing S 65°29'25" E, a distance of 127.45 feet;

ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESS OR IMPLIED, THAT I MAY HAVE TOWARDS THE SUBJECT PROPERTY.

UINTA ENGINEERING & SURVEYING, INC.
808 MAIN ST - P O BOX 746
EVANSTON, WYOMING 82930
(307) 789-3602

PRINCIPALS
John A Proffit
Cloey C. Wall

ASSOCIATES
R Chris Fox
Kenneth J Walker
Richard G Ludwick
Lynne D. Fox

thence S 83°09'21" E, 225.58 feet to the point of curvature of a curve concave to the South having a radius of 200.00 feet;
thence Easterly 37.47 feet along the arc of said curve through a central angle of 10°44'07" to a point tangent, said curve being subtended by a chord bearing S 77°47'18" E, a distance of 37.42 feet;
thence S 72°25'10" E, 128.27 feet to the point of curvature of a curve concave to the North having a radius of 175.00 feet;
thence Easterly 89.86 feet along the arc of said curve through a central angle of 29°25'16" to a point tangent, said curve being subtended by a chord bearing S 87°07'52" E, a distance of 88.88 feet;
thence N 78°09'30" E, 98.73 feet to the point of curvature of a curve concave to the South having a radius of 150.00 feet;
thence Easterly 82.03 feet along the arc of said curve through a central angle of 31°19'55" to a point tangent, said curve being subtended by a chord bearing S 86°10'33" E, a distance of 81.01 feet;
thence S 70°30'35" E, 202.36 feet to the point of curvature of a curve concave to the Southwest having a radius of 250.00 feet;
thence Southeasterly 234.16 feet along the arc of said curve through a central angle of 53°39'57" to a point tangent, said curve being subtended by a chord bearing S 43°40'37" E, a distance of 225.70 feet;
thence S 16°50'38" E, 94.61 feet to the point of curvature of a curve concave to the Northeast having a radius of 100.00 feet;
thence Southeasterly 121.13 feet along the arc of said curve through a central angle of 69°24'08" to a point tangent, said curve being subtended by a chord bearing S 51°32'42" E, a distance of 113.86 feet;
thence S 86°14'46" E, 157.89 feet to the point of curvature of a curve concave to the North having a radius of 90.00 feet;
thence Easterly 28.53 feet along the arc of said curve through a central angle of 18°09'48", said curve being subtended by a chord bearing N 84°40'20" E, a distance of 28.41 feet, to the point of reverse curvature of a curve concave to the South having a radius of 89.20 feet, from which point the radius bears S 14°24'34" E;
thence Easterly 53.53 feet along the arc of said curve through a central angle of 34°23'03" to a point tangent, said curve being subtended by a chord bearing S 87°13'03" E, a distance of 52.73 feet;
thence S 70°01'30" E, 62.70 feet to the point of curvature of a curve concave to the North having a radius of 100.00 feet;
thence Easterly 83.95 feet along the arc of said curve through a central angle of 48°05'59" to a point tangent, said curve being subtended by a chord bearing N 85°55'30" E, a distance of 81.51 feet;
thence N 61°52'30" E, 43.71 feet to the point of curvature of a curve concave to the South having a radius of 155.00 feet;
thence Easterly 153.86 feet along the arc of said curve through a central angle of 56°52'24" to a point tangent, said curve being subtended by a chord bearing S 89°41'18" E, a distance of 147.62 feet;
thence S 61°15'01" E, 26.97 feet to the point of curvature of a curve concave to the North having a radius of 150.00 feet;

ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESS OR IMPLIED, THAT I MAY HAVE TOWARDS THE SUBJECT PROPERTY.

644

UINTA ENGINEERING & SURVEYING, INC.
808 MAIN ST. · P O BOX 746
EVANSTON, WYOMING 82930
(307) 789-3602

PRINCIPALS
John A Proffit
Cloey C. Wall

ASSOCIATES
R Chris Fox
Kenneth J Walker
Richard G Ludwick
Lynne D Fox

thence Easterly 267.25 feet along the arc of said curve through a central angle of 102°04'54", said curve being subtended by a chord bearing N 67°42'27" E, a distance of 233.28 feet to the point of reverse curvature of a curve concave to the Southeast having a radius of 115.00 feet, from which point the radius bears S 73°20'00" E;

thence Northeasterly 144.18 feet along the arc of said curve through a central angle of 71°50'00", said curve being subtended by a chord bearing N 52°35'00" E, a distance of 134.92 feet to the point of reverse curvature of a curve concave to the North having a radius of 210.23 feet, from which point the radius bears N 1°30'00" W;

thence Easterly 141.26 feet along the arc of said curve through a central angle of 38°30'00", said curve being subtended by a chord bearing N 69°15'00" E, a distance of 138.62 feet to the point of reverse curvature of a curve concave to the South having a radius of 100.00 feet, from which point the radius bears S 40°00'00" E;

thence Easterly 58.20 feet along the arc of said curve through a central angle of 33°20'43" to a point tangent, said curve being subtended by a chord bearing N 66°40'22" E, a distance of 57.38 feet;

thence N 83°20'43" E, 84.22 feet to the point of curvature of a curve concave to the Southwest having a radius of 110.00 feet;

thence Southeasterly 118.37 feet along the arc of said curve through a central angle of 61°39'17", said curve being subtended by a chord bearing S 65°49'38" E, a distance of 112.74 feet, to the point of reverse curvature of a curve concave to the North having a radius of 110.00 feet, from which point the radius bears N 55°00'00" E;

thence Easterly 147.06 feet along the arc of said curve through a central angle of 76°36'02" to a point tangent, said curve being subtended by a chord bearing S 73°18'01" E, a distance of 136.35 feet;

thence N 68°23'58" E, 58.15 feet to a point lying on the East line of said Section 9, said point lying S 0°47'38" E, 680.41 feet from the Northeast corner thereof, said point being the POINT OF ENDING of this part of the easement.

Professional Land Surveyor
Cloey C. Wall
482
Date 8/6/90
WYOMING

Cloey C. Wall PLS #482

1990 p4-7

ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESS OR IMPLIED, THAT I MAY HAVE TOWARDS THE SUBJECT PROPERTY.

RIGHT OF WAY EASEMENT

Kaino S. Hamu, a single man, of 16061 Dominca Circle, Huntington Beach, CA 92649 does herein acknowledge that Rim Road was built and established prior to my acquisition of the following described real estate:

The NW1/4NW1/4 of Section 4, Township 36 North, Range 112 West of the 6th P.M., Wyoming.

I herein Grant and Dedicate the same rights and privileges that exist on Rim Road as filed for the Hoback Ranches Subdivision in Sublette County, Wyoming on May 4, 1976 in Book 31 Miscellaneous, Page 636, on that portion of the easement crossing the above lands, as shown on the attached survey by Uinta Engineering, marked "Exhibit A", attached hereto and made a part hereof, also releasing and waiving herein any rights and privileges under and by virtue of the Homestead laws of the State of Wyoming.

229876 Signed this 13 day of August, 1990.

Kaino S. Hamu

RECORDED Aug. 16 IN 90 3:2 P M
IN BOOK 57 Misc. PAGE 646
FEES $12.00 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING By mon Riley

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

The foregoing instrument was acknowledged by me this 13 day of August, 1990.

Sam Proodian
Notary Public SAM PROODIAN

My commission expires: Jan. 28, 1994

OFFICIAL SEAL
SAM PROODIAN
Notary Public - California
ORANGE COUNTY
My comm. exp. Jan. 28, 1994

UINTA ENGINEERING & SURVEYING, INC.
808 MAIN ST. · P. O. BOX 746
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John A. Proffit
Cloey C. Wall

ASSOCIATES:
R. Chris Fox
Kenneth J. Walker
Richard G. Ludwick
Lynne D. Fox

EXHIBIT A

Rim Road Description
NW NW and NW SW Section 4, and N 1/2 N 1/2 Section 9, T 36 N, R 112 W, 6th P.M. Sublette County, Wyoming

A strip of land for a road easement and utility right-of-way located in the Northwest 1/4 of the Northwest 1/4, and in the Northwest 1/4 of the Southwest 1/4 of Section 4, and in the North 1/2 of the North 1/2 of Section 9, all in Township 36 North, Range 112 West, of the 6th Principal Meridian, Sublette County, Wyoming, said strip being 66 feet wide, 33 feet on each side of the following described centerline:

COMMENCING at the North 1/16 corner on the West line of said Section 4, thence N 0°16'49" W, 257.35 feet along the West line of said Section 4, this being the Basis of Bearing, to the POINT OF BEGINNING of the strip herein described;

thence S 78°11'20" E, 34.18 feet;
thence N 89°07'40" E, 249.44 feet;
thence S 79°20'16" E, 87.11 feet to the point of curvature of a curve concave to the North having a radius of 80.00 feet;
thence Easterly 68.23 feet along the arc of said curve through a central angle of 48°52'00" to a point tangent, said curve being subtended by a chord bearing N 76°13'44" E, a distance of 66.18 feet;
thence N 51°47'45" E, 73.03 feet to the point of curvature of a curve concave to the South having a radius of 80.00 feet;
thence Easterly 166.36 feet along the arc of said curve through a central angle of 119°08'56", said curve being subtended by a chord bearing S 68°37'48" E, a distance of 137.97 feet to the point of compound curvature of a curve concave to the West, having a radius of 710.00 feet, at which point the radius bears S 80°56'41" W;
thence Southerly 175.65 feet along the arc of said curve through a central angle of 14°10'29" to a point tangent, said curve being subtended by a chord bearing S 1°58'05" E, a distance of 175.20 feet;
thence S 5°07'09" W, 68.06 feet, more or less, to a point lying on the North line of the "Rim Road Subdivision #1" as said Subdivision is filed in the Office of the Sublette County Clerk, said point lying N 89°27'45" E, 617.33 feet from said North 1/16 corner (N 89°23'04" E, 621.44 feet on said Subdivision plat), said point being the POINT OF ENDING of this part the easement.

ALSO, COMMENCING at the West 1/4 corner of said Section 4, thence N 88°24'35" E, 366.17 feet along the North line of said Southwest 1/4, this being the Basis of Bearing, and along the South line of said Subdivision (N 88°27'27" E, 378.00 feet on said Subdivision plat) to the POINT OF BEGINNING of this part of the easement;

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Cloey C. Wall

ASSOCIATES:
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Lynne D. Fox

thence S 17°28'41" E, 44.48 feet;
thence S 7°01'09" E, 309.89 feet to the point of curvature of a curve concave to the East having a radius of 560.00 feet;
thence Southerly 113.55 feet along the arc of said curve through a central angle of 11°37'03" to a point tangent, said curve being subtended by a chord bearing S 12°49'41" E, a distance of 113.35 feet;
thence S 18°38'12" E, 246.65 feet;
thence S 14°04'31" E, 289.99 feet to the point of curvature of a curve concave to the Northeast having a radius of 190.00 feet;
thence Southeasterly 323.23 feet along the arc of said curve through a central angle of 97°28'14", said curve being subtended by a chord bearing S 62°48'38" E, a distance of 285.64 feet to the point of reverse curvature of a curve concave to the South having a radius of 315.00 feet, at which point the radius bears S 21°32'45" E;
thence Easterly 319.02 feet along the arc of said curve through a central angle of 58°01'40" to a point tangent, said curve being subtended by a chord bearing S 82°31'55" E, a distance of 305.56 feet;
thence S 53°31'05" E, 109.71 feet to the point of curvature of a curve concave to the North having a radius of 100.00 feet;
thence Easterly 95.98 feet along the arc of said curve through a central angle of 54°59'42", said curve being subtended by a chord bearing S 81°00'56" E, a distance of 92.34 feet to a point lying on the East line of said Northwest 1/4 Southwest 1/4, the Southwest 1/16 corner of said Section 4 lying S 0°06'55" E, 55.13 feet, said point being the POINT OF ENDING of this part of the easement.

ALSO,COMMENCING at the North 1/4 corner of said Section 9, thence S 87°55'40" W, 666.24 feet along the North line of said Section, this being the Basis of Bearing, to a point lying on a curve concave to the Northeast having a radius of 130.00 feet, at which point the radius bears N 64°32'20" E, said point being the POINT OF BEGINNING;

thence Southeasterly 159.18 feet along the arc of said curve through a central angle of 70°09'30" to a point tangent, said curve being subtended by a chord bearing S 60°32'25" E, a distance of 149.42 feet;
thence N 84°22'50" E, 231.59 feet to the point of curvature of a curve concave to the South having a radius of 165.00 feet;
thence Easterly 137.64 feet along the arc of said curve through a central angle of 47°47'43" to a point tangent, said curve being subtended by a chord bearing S 71°43'19" E, a distance of 133.68 feet;
thence S 47°49'28" E, 192.23 feet to the point of curvature of a curve concave to the Northeast having a radius of 210.00 feet;
thence Southeasterly 129.50 feet along the arc of said curve through a central angle of 35°19'53" to a point tangent, said curve being subtended by a chord bearing S 65°29'25" E, a distance of 127.45 feet;

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PRINCIPALS:
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Cloey C. Wall

ASSOCIATES
R. Chris Fox
Kenneth J. Walker
Richard G. Ludwick
Lynne D. Fox

thence S 83°09'21" E, 225.58 feet to the point of curvature of a curve concave to the South having a radius of 200.00 feet;

thence Easterly 37.47 feet along the arc of said curve through a central angle of 10°44'07" to a point tangent, said curve being subtended by a chord bearing S 77°47'18" E, a distance of 37.42 feet;

thence S 72°25'10" E, 128.27 feet to the point of curvature of a curve concave to the North having a radius of 175.00 feet;

thence Easterly 89.86 feet along the arc of said curve through a central angle of 29°25'16" to a point tangent, said curve being subtended by a chord bearing S 87°07'52" E, a distance of 88.88 feet;

thence N 78°09'30" E, 98.73 feet to the point of curvature of a curve concave to the South having a radius of 150.00 feet;

thence Easterly 82.03 feet along the arc of said curve through a central angle of 31°19'55" to a point tangent, said curve being subtended by a chord bearing S 86°10'33" E, a distance of 81.01 feet;

thence S 70°30'35" E, 202.36 feet to the point of curvature of a curve concave to the Southwest having a radius of 250.00 feet;

thence Southeasterly 234.16 feet along the arc of said curve through a central angle of 53°39'57" to a point tangent, said curve being subtended by a chord bearing S 43°40'37" E, a distance of 225.70 feet;

thence S 16°50'38" E, 94.61 feet to the point of curvature of a curve concave to the Northeast having a radius of 100.00 feet;

thence Southeasterly 121.13 feet along the arc of said curve through a central angle of 69°24'08" to a point tangent, said curve being subtended by a chord bearing S 51°32'42" E, a distance of 113.86 feet;

thence S 86°14'46" E, 157.89 feet to the point of curvature of a curve concave to the North having a radius of 90.00 feet;

thence Easterly 28.53 feet along the arc of said curve through a central angle of 18°09'48", said curve being subtended by a chord bearing N 84°40'20" E, a distance of 28.41 feet, to the point of reverse curvature of a curve concave to the South having a radius of 89.20 feet, from which point the radius bears S 14°24'34" E;

thence Easterly 53.53 feet along the arc of said curve through a central angle of 34°23'03" to a point tangent, said curve being subtended by a chord bearing S 87°13'03" E, a distance of 52.73 feet;

thence S 70°01'30" E, 62.70 feet to the point of curvature of a curve concave to the North having a radius of 100.00 feet;

thence Easterly 83.95 feet along the arc of said curve through a central angle of 48°05'59" to a point tangent, said curve being subtended by a chord bearing N 85°55'30" E, a distance of 81.51 feet;

thence N 61°52'30" E, 43.71 feet to the point of curvature of a curve concave to the South having a radius of 155.00 feet;

thence Easterly 153.86 feet along the arc of said curve through a central angle of 56°52'24" to a point tangent, said curve being subtended by a chord bearing S 89°41'18" E, a distance of 147.62 feet;

thence S 61°15'01" E, 26.97 feet to the point of curvature of a curve concave to the North having a radius of 150.00 feet;

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UINTA ENGINEERING & SURVEYING, INC.
808 MAIN ST. - P. O. BOX 746
EVANSTON, WYOMING 82930
(307) 789-3602

PRINCIPALS:
John A. Proffit
Cloey C. Wall

ASSOCIATES:
R. Chris Fox
Kenneth J. Walker
Richard G. Ludwick
Lynne D. Fox

thence Easterly 267.25 feet along the arc of said curve through a central angle of 102°04'54", said curve being subtended by a chord bearing N 67°42'27" E, a distance of 233.28 feet to the point of reverse curvature of a curve concave to the Southeast having a radius of 115.00 feet, from which point the radius bears S 73°20'00" E;

thence Northeasterly 144.18 feet along the arc of said curve through a central angle of 71°50'00", said curve being subtended by a chord bearing N 52°35'00" E, a distance of 134.92 feet to the point of reverse curvature of a curve concave to the North having a radius of 210.23 feet, from which point the radius bears N 1°30'00" W;

thence Easterly 141.26 feet along the arc of said curve through a central angle of 38°30'00", said curve being subtended by a chord bearing N 69°15'00" E, a distance of 138.62 feet to the point of reverse curvature of a curve concave to the South having a radius of 100.00 feet, from which point the radius bears S 40°00'00" E;

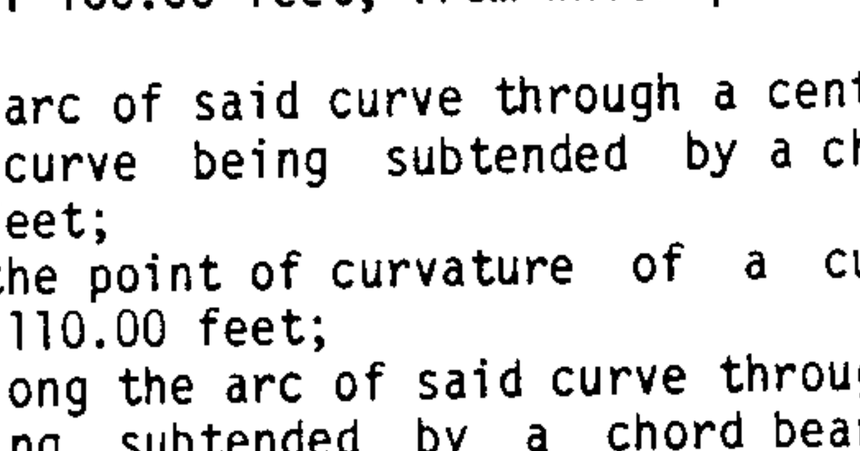
thence Easterly 58.20 feet along the arc of said curve through a central angle of 33°20'43" to a point tangent, said curve being subtended by a chord bearing N 66°40'22" E, a distance of 57.38 feet;

thence N 83°20'43" E, 84.22 feet to the point of curvature of a curve concave to the Southwest having a radius of 110.00 feet;

thence Southeasterly 118.37 feet along the arc of said curve through a central angle of 61°39'17", said curve being subtended by a chord bearing S 65°49'38" E, a distance of 112.74 feet, to the point of reverse curvature of a curve concave to the North having a radius of 110.00 feet, from which point the radius bears N 55°00'00" E;

thence Easterly 147.06 feet along the arc of said curve through a central angle of 76°36'02" to a point tangent, said curve being subtended by a chord bearing S 73°18'01" E, a distance of 136.35 feet;

thence N 68°23'58" E, 58.15 feet to a point lying on the East line of said Section 9, said point lying S 0°47'38" E, 680.41 feet from the Northeast corner thereof, said point being the POINT OF ENDING of this part of the easement.



Cloey C. Wall PLS #482

p4-7

ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESS OR IMPLIED, THAT I MAY HAVE TOWARDS THE SUBJECT PROPERTY.

RIGHT OF WAY EASEMENT

William R. Olsen and Jane Ridges Olsen, husband and wife of Joshua Lane, Route 2, Lyme CT 06371, do herein acknowledge that Rim Road was built and established prior to our acquisition of the following described real estate:

The NW1/4SW1/4 of Section 4, Township 36 North, Range 112 West of the 6th P.M., Wyoming.

We herein Grant and Dedicate the same rights and privileges that exist on Rim Road as filed for the Hoback Ranches Subdivision in Sublette County, Wyoming on May 4, 1976 in Book 31 Miscellaneous, Page 636, on that portion of the easement crossing the above lands, as shown on the attached survey by Uinta Engineering, marked "Exhibit A", attached hereto and made a part hereof, also releasing and waiving herein any rights and privileges under and by virtue of the Homestead laws of the State of Wyoming.

Signed this 3rd day of August, 1990.

229877

RECORDED Aug. 16 1990 3:20 P M
IN BOOK 57 Misc. PAGE 651
FEES $ Rec Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

William R. Olsen
William R. Olsen

Jane Ridges Olsen
Jane Ridges Olsen

STATE OF Wyoming)
) SS
COUNTY OF Lincoln)

The foregoing instrument was acknowledged by me this 3rd day of August, 1990.

Saundra J. Merrill
Notary Public

My commission expires: March 8, 1993

Saundra J. Merrill
County of
Lincoln
State of
Wyoming
My Commission Expires:

UINTA ENGINEERING & SURVEYING, INC.
808 MAIN ST. - P. O. BOX 746
EVANSTON, WYOMING 82930
(307) 789-3602

PRINCIPALS:
John A. Proffit
Cloey C. Wall

ASSOCIATES
R. Chris Fox
Kenneth J. Walker
Richard G. Ludwick
Lynne D. Fox

EXHIBIT A

Rim Road Description
NW NW and NW SW Section 4, and N 1/2 N 1/2 Section 9, T 36 N, R 112 W, 6th P.M. Sublette County, Wyoming

A strip of land for a road easement and utility right-of-way located in the Northwest 1/4 of the Northwest 1/4, and in the Northwest 1/4 of the Southwest 1/4 of Section 4, and in the North 1/2 of the North 1/2 of Section 9, all in Township 36 North, Range 112 West, of the 6th Principal Meridian, Sublette County, Wyoming, said strip being 66 feet wide, 33 feet on each side of the following described centerline:

COMMENCING at the North 1/16 corner on the West line of said Section 4, thence N 0°16'49" W, 257.35 feet along the West line of said Section 4, this being the Basis of Bearing, to the POINT OF BEGINNING of the strip herein described;

thence S 78°11'20" E, 34.18 feet;
thence N 89°07'40" E, 249.44 feet;
thence S 79°20'16" E, 87.11 feet to the point of curvature of a curve concave to the North having a radius of 80.00 feet;
thence Easterly 68.23 feet along the arc of said curve through a central angle of 48°52'00" to a point tangent, said curve being subtended by a chord bearing N 76°13'44" E, a distance of 66.18 feet;
thence N 51°47'45" E, 73.03 feet to the point of curvature of a curve concave to the South having a radius of 80.00 feet;
thence Easterly 166.36 feet along the arc of said curve through a central angle of 119°08'56", said curve being subtended by a chord bearing S 68°37'48" E, a distance of 137.97 feet to the point of compound curvature of a curve concave to the West, having a radius of 710.00 feet, at which point the radius bears S 80°56'41" W;
thence Southerly 175.65 feet along the arc of said curve through a central angle of 14°10'29" to a point tangent, said curve being subtended by a chord bearing S 1°58'05" E, a distance of 175.20 feet;
thence S 5°07'09" W, 68.06 feet, more or less, to a point lying on the North line of the "Rim Road Subdivision #1" as said Subdivision is filed in the Office of the Sublette County Clerk, said point lying N 89°27'45" E, 617.33 feet from said North 1/16 corner (N 89°23'04" E, 621.44 feet on said Subdivision plat), said point being the POINT OF ENDING of this part the easement.

ALSO, COMMENCING at the West 1/4 corner of said Section 4, thence N 88°24'35" E, 366.17 feet along the North line of said Southwest 1/4, this being the Basis of Bearing, and along the South line of said Subdivision (N 88°27'27" E, 378.00 feet on said Subdivision plat) to the POINT OF BEGINNING of this part of the easement;

ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESS OR IMPLIED, THAT I MAY HAVE TOWARDS THE SUBJECT PROPERTY.

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thence S 17°28'41" E, 44.48 feet;
thence S 7°01'09" E, 309.89 feet to the point of curvature of a curve concave to the East having a radius of 560.00 feet;
thence Southerly 113.55 feet along the arc of said curve through a central angle of 11°37'03" to a point tangent, said curve being subtended by a chord bearing S 12°49'41" E, a distance of 113.35 feet;
thence S 18°38'12" E, 246.65 feet;
thence S 14°04'31" E, 289.99 feet to the point of curvature of a curve concave to the Northeast having a radius of 190.00 feet;
thence Southeasterly 323.23 feet along the arc of said curve through a central angle of 97°28'14", said curve being subtended by a chord bearing S 62°48'38" E, a distance of 285.64 feet to the point of reverse curvature of a curve concave to the South having a radius of 315.00 feet, at which point the radius bears S 21°32'45" E;
thence Easterly 319.02 feet along the arc of said curve through a central angle of 58°01'40" to a point tangent, said curve being subtended by a chord bearing S 82°31'55" E, a distance of 305.56 feet;
thence S 53°31'05" E, 109.71 feet to the point of curvature of a curve concave to the North having a radius of 100.00 feet;
thence Easterly 95.98 feet along the arc of said curve through a central angle of 54°59'42", said curve being subtended by a chord bearing S 81°00'56" E, a distance of 92.34 feet to a point lying on the East line of said Northwest 1/4 Southwest 1/4, the Southwest 1/16 corner of said Section 4 lying S 0°06'55" E, 55.13 feet, said point being the POINT OF ENDING of this part of the easement.

ALSO,COMMENCING at the North 1/4 corner of said Section 9, thence S 87°55'40" W, 666.24 feet along the North line of said Section, this being the Basis of Bearing, to a point lying on a curve concave to the Northeast having a radius of 130.00 feet, at which point the radius bears N 64°32'20" E, said point being the POINT OF BEGINNING;

thence Southeasterly 159.18 feet along the arc of said curve through a central angle of 70°09'30" to a point tangent, said curve being subtended by a chord bearing S 60°32'25" E, a distance of 149.42 feet;
thence N 84°22'50" E, 231.59 feet to the point of curvature of a curve concave to the South having a radius of 165.00 feet;
thence Easterly 137.64 feet along the arc of said curve through a central angle of 47°47'43" to a point tangent, said curve being subtended by a chord bearing S 71°43'19" E, a distance of 133.68 feet;
thence S 47°49'28" E, 192.23 feet to the point of curvature of a curve concave to the Northeast having a radius of 210.00 feet;
thence Southeasterly 129.50 feet along the arc of said curve through a central angle of 35°19'53" to a point tangent, said curve being subtended by a chord bearing S 65°29'25" E, a distance of 127.45 feet;

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UINTA ENGINEERING & SURVEYING, INC.
808 MAIN ST. - P. O. BOX 746
EVANSTON, WYOMING 82930
(307) 789-3602

PRINCIPALS:
John A. Proffit
Cloey C. Wall

ASSOCIATES
R. Chris Fox
Kenneth J. Walker
Richard G. Ludwick
Lynne D. Fox

thence S 83°09'21" E, 225.58 feet to the point of curvature of a curve concave to the South having a radius of 200.00 feet;
thence Easterly 37.47 feet along the arc of said curve through a central angle of 10°44'07" to a point tangent, said curve being subtended by a chord bearing S 77°47'18" E, a distance of 37.42 feet;
thence S 72°25'10" E, 128.27 feet to the point of curvature of a curve concave to the North having a radius of 175.00 feet;
thence Easterly 89.86 feet along the arc of said curve through a central angle of 29°25'16" to a point tangent, said curve being subtended by a chord bearing S 87°07'52" E, a distance of 88.88 feet;
thence N 78°09'30" E, 98.73 feet to the point of curvature of a curve concave to the South having a radius of 150.00 feet;
thence Easterly 82.03 feet along the arc of said curve through a central angle of 31°19'55" to a point tangent, said curve being subtended by a chord bearing S 86°10'33" E, a distance of 81.01 feet;
thence S 70°30'35" E, 202.36 feet to the point of curvature of a curve concave to the Southwest having a radius of 250.00 feet;
thence Southeasterly 234.16 feet along the arc of said curve through a central angle of 53°39'57" to a point tangent, said curve being subtended by a chord bearing S 43°40'37" E, a distance of 225.70 feet;
thence S 16°50'38" E, 94.61 feet to the point of curvature of a curve concave to the Northeast having a radius of 100.00 feet;
thence Southeasterly 121.13 feet along the arc of said curve through a central angle of 69°24'08" to a point tangent, said curve being subtended by a chord bearing S 51°32'42" E, a distance of 113.86 feet;
thence S 86°14'46" E, 157.89 feet to the point of curvature of a curve concave to the North having a radius of 90.00 feet;
thence Easterly 28.53 feet along the arc of said curve through a central angle of 18°09'48", said curve being subtended by a chord bearing N 84°40'20" E, a distance of 28.41 feet, to the point of reverse curvature of a curve concave to the South having a radius of 89.20 feet, from which point the radius bears S 14°24'34" E;
thence Easterly 53.53 feet along the arc of said curve through a central angle of 34°23'03" to a point tangent, said curve being subtended by a chord bearing S 87°13'03" E, a distance of 52.73 feet;
thence S 70°01'30" E, 62.70 feet to the point of curvature of a curve concave to the North having a radius of 100.00 feet;
thence Easterly 83.95 feet along the arc of said curve through a central angle of 48°05'59" to a point tangent, said curve being subtended by a chord bearing N 85°55'30" E, a distance of 81.51 feet;
thence N 61°52'30" E, 43.71 feet to the point of curvature of a curve concave to the South having a radius of 155.00 feet;
thence Easterly 153.86 feet along the arc of said curve through a central angle of 56°52'24" to a point tangent, said curve being subtended by a chord bearing S 89°41'18" E, a distance of 147.62 feet;
thence S 61°15'01" E, 26.97 feet to the point of curvature of a curve concave to the North having a radius of 150.00 feet;

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thence Easterly 267.25 feet along the arc of said curve through a central angle of 102°04'54", said curve being subtended by a chord bearing N 67°42'27" E, a distance of 233.28 feet to the point of reverse curvature of a curve concave to the Southeast having a radius of 115.00 feet, from which point the radius bears S 73°20'00" E;

thence Northeasterly 144.18 feet along the arc of said curve through a central angle of 71°50'00", said curve being subtended by a chord bearing N 52°35'00" E, a distance of 134.92 feet to the point of reverse curvature of a curve concave to the North having a radius of 210.23 feet, from which point the radius bears N 1°30'00" W;

thence Easterly 141.26 feet along the arc of said curve through a central angle of 38°30'00", said curve being subtended by a chord bearing N 69°15'00" E, a distance of 138.62 feet to the point of reverse curvature of a curve concave to the South having a radius of 100.00 feet, from which point the radius bears S 40°00'00" E;

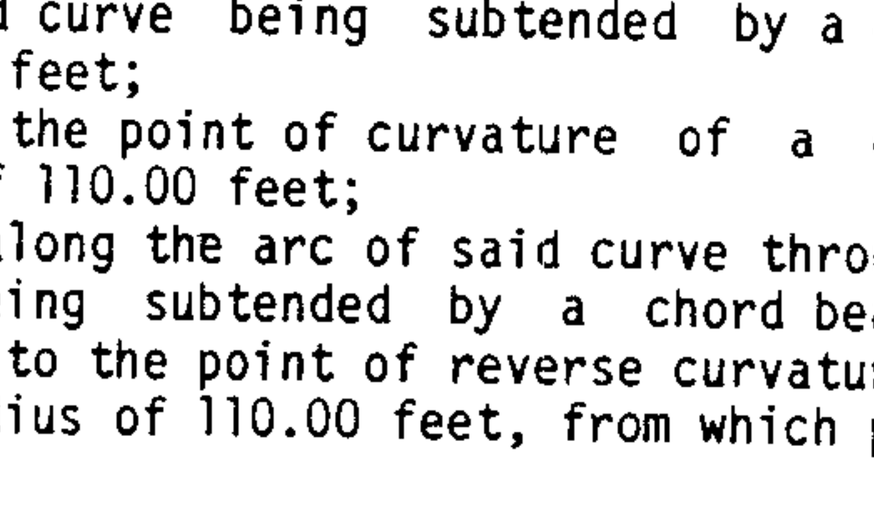
thence Easterly 58.20 feet along the arc of said curve through a central angle of 33°20'43" to a point tangent, said curve being subtended by a chord bearing N 66°40'22" E, a distance of 57.38 feet;

thence N 83°20'43" E, 84.22 feet to the point of curvature of a curve concave to the Southwest having a radius of 110.00 feet;

thence Southeasterly 118.37 feet along the arc of said curve through a central angle of 61°39'17", said curve being subtended by a chord bearing S 65°49'38" E, a distance of 112.74 feet, to the point of reverse curvature of a curve concave to the North having a radius of 110.00 feet, from which point the radius bears N 55°00'00" E;

thence Easterly 147.06 feet along the arc of said curve through a central angle of 76°36'02" to a point tangent, said curve being subtended by a chord bearing S 73°18'01" E, a distance of 136.35 feet;

thence N 68°23'58" E, 58.15 feet to a point lying on the East line of said Section 9, said point lying S 0°47'38" E, 680.41 feet from the Northeast corner thereof, said point being the POINT OF ENDING of this part of the easement.



Cloey C. Wall PLS #482

T90 p4-7

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RIGHT OF WAY EASEMENT

Doyle F. Child and Elaine C. Child, husband and wife of Box 248, Afton, WY 83110, do herein acknowledge that Rim Road was built and established prior to our acquisition of the following described real estate:

> The SW1/4NW1/4, the SE1/4SW1/4 of Section 4, and the NW1/4NE1/4 of Section 9, all in Township 36 North, Range 112 West of the 6th P.M., Wyoming.

We herein Grant and Dedicate the same rights and privileges that exist on Rim Road as filed for the Hoback Ranches Subdivision in Sublette County, Wyoming on May 4, 1976 in Book 31 Miscellaneous, Page 636, on that portion of the easement crossing the above lands, as shown on the attached survey by Uinta Engineering, marked "Exhibit A", attached hereto and made a part hereof, also releasing and waiving herein any rights and privileges under and by virtue of the Homestead laws of the State of Wyoming.

Signed this 3rd day of August, 1990.

229878

RECORDED Aug. 16 1990 3:20 P M
IN BOOK 57 M.S.C. PAGE 656
FEES $2.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By. Mary Riley

Doyle F. Child

Elaine C. Child

STATE OF Wyoming)
) SS
COUNTY OF Lincoln)

The foregoing instrument was acknowledged by me this 3rd day of August, 1990.

Witness my hand and official seal.

Notary Public

My commission expires: March 8 1993

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Lynne D. Fox

EXHIBIT A

Rim Road Description
NW NW and NW SW Section 4, and N 1/2 N 1/2 Section 9, T 36 N, R 112 W, 6th P.M. Sublette County, Wyoming

A strip of land for a road easement and utility right-of-way located in the Northwest 1/4 of the Northwest 1/4, and in the Northwest 1/4 of the Southwest 1/4 of Section 4, and in the North 1/2 of the North 1/2 of Section 9, all in Township 36 North, Range 112 West, of the 6th Principal Meridian, Sublette County, Wyoming, said strip being 66 feet wide, 33 feet on each side of the following described centerline:

COMMENCING at the North 1/16 corner on the West line of said Section 4, thence N 0°16'49" W, 257.35 feet along the West line of said Section 4, this being the Basis of Bearing, to the POINT OF BEGINNING of the strip herein described;

thence S 78°11'20" E, 34.18 feet;
thence N 89°07'40" E, 249.44 feet;
thence S 79°20'16" E, 87.11 feet to the point of curvature of a curve concave to the North having a radius of 80.00 feet;
thence Easterly 68.23 feet along the arc of said curve through a central angle of 48°52'00" to a point tangent, said curve being subtended by a chord bearing N 76°13'44" E, a distance of 66.18 feet;
thence N 51°47'45" E, 73.03 feet to the point of curvature of a curve concave to the South having a radius of 80.00 feet;
thence Easterly 166.36 feet along the arc of said curve through a central angle of 119°08'56", said curve being subtended by a chord bearing S 68°37'48" E, a distance of 137.97 feet to the point of compound curvature of a curve concave to the West, having a radius of 710.00 feet, at which point the radius bears S 80°56'41" W;
thence Southerly 175.65 feet along the arc of said curve through a central angle of 14°10'29" to a point tangent, said curve being subtended by a chord bearing S 1°58'05" E, a distance of 175.20 feet;
thence S 5°07'09" W, 68.06 feet, more or less, to a point lying on the North line of the "Rim Road Subdivision #1" as said Subdivision is filed in the Office of the Sublette County Clerk, said point lying N 89°27'45" E, 617.33 feet from said North 1/16 corner (N 89°23'04" E, 621.44 feet on said Subdivision plat), said point being the POINT OF ENDING of this part the easement.

ALSO, COMMENCING at the West 1/4 corner of said Section 4, thence N 88°24'35" E, 366.17 feet along the North line of said Southwest 1/4, this being the Basis of Bearing, and along the South line of said Subdivision (N 88°27'27" E, 378.00 feet on said Subdivision plat) to the POINT OF BEGINNING of this part of the easement;

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thence S 17°28'41" E, 44.48 feet;
thence S 7°01'09" E, 309.89 feet to the point of curvature of a curve concave to the East having a radius of 560.00 feet;
thence Southerly 113.55 feet along the arc of said curve through a central angle of 11°37'03" to a point tangent, said curve being subtended by a chord bearing S 12°49'41" E, a distance of 113.35 feet;
thence S 18°38'12" E, 246.65 feet;
thence S 14°04'31" E, 289.99 feet to the point of curvature of a curve concave to the Northeast having a radius of 190.00 feet;
thence Southeasterly 323.23 feet along the arc of said curve through a central angle of 97°28'14", said curve being subtended by a chord bearing S 62°48'38" E, a distance of 285.64 feet to the point of reverse curvature of a curve concave to the South having a radius of 315.00 feet, at which point the radius bears S 21°32'45" E;
thence Easterly 319.02 feet along the arc of said curve through a central angle of 58°01'40" to a point tangent, said curve being subtended by a chord bearing S 82°31'55" E, a distance of 305.56 feet;
thence S 53°31'05" E, 109.71 feet to the point of curvature of a curve concave to the North having a radius of 100.00 feet;
thence Easterly 95.98 feet along the arc of said curve through a central angle of 54°59'42", said curve being subtended by a chord bearing S 81°00'56" E, a distance of 92.34 feet to a point lying on the East line of said Northwest 1/4 Southwest 1/4, the Southwest 1/16 corner of said Section 4 lying S 0°06'55" E, 55.13 feet, said point being the POINT OF ENDING of this part of the easement.

ALSO,COMMENCING at the North 1/4 corner of said Section 9, thence S 87°55'40" W, 666.24 feet along the North line of said Section, this being the Basis of Bearing, to a point lying on a curve concave to the Northeast having a radius of 130.00 feet, at which point the radius bears N 64°32'20" E, said point being the POINT OF BEGINNING;

thence Southeasterly 159.18 feet along the arc of said curve through a central angle of 70°09'30" to a point tangent, said curve being subtended by a chord bearing S 60°32'25" E, a distance of 149.42 feet;
thence N 84°22'50" E, 231.59 feet to the point of curvature of a curve concave to the South having a radius of 165.00 feet;
thence Easterly 137.64 feet along the arc of said curve through a central angle of 47°47'43" to a point tangent, said curve being subtended by a chord bearing S 71°43'19" E, a distance of 133.68 feet;
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thence S 16°50'38" E, 94.61 feet to the point of curvature of a curve concave to the Northeast having a radius of 100.00 feet;
thence Southeasterly 121.13 feet along the arc of said curve through a central angle of 69°24'08" to a point tangent, said curve being subtended by a chord bearing S 51°32'42" E, a distance of 113.86 feet;
thence S 86°14'46" E, 157.89 feet to the point of curvature of a curve concave to the North having a radius of 90.00 feet;
thence Easterly 28.53 feet along the arc of said curve through a central angle of 18°09'48", said curve being subtended by a chord bearing N 84°40'20" E, a distance of 28.41 feet, to the point of reverse curvature of a curve concave to the South having a radius of 89.20 feet, from which point the radius bears S 14°24'34" E;
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thence S 70°01'30" E, 62.70 feet to the point of curvature of a curve concave to the North having a radius of 100.00 feet;
thence Easterly 83.95 feet along the arc of said curve through a central angle of 48°05'59" to a point tangent, said curve being subtended by a chord bearing N 85°55'30" E, a distance of 81.51 feet;
thence N 61°52'30" E, 43.71 feet to the point of curvature of a curve concave to the South having a radius of 155.00 feet;
thence Easterly 153.86 feet along the arc of said curve through a central angle of 56°52'24" to a point tangent, said curve being subtended by a chord bearing S 89°41'18" E, a distance of 147.62 feet;
thence S 61°15'01" E, 26.97 feet to the point of curvature of a curve concave to the North having a radius of 150.00 feet;

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thence Northeasterly 144.18 feet along the arc of said curve through a central angle of 71°50'00", said curve being subtended by a chord bearing N 52°35'00" E, a distance of 134.92 feet to the point of reverse curvature of a curve concave to the North having a radius of 210.23 feet, from which point the radius bears N 1°30'00" W;

thence Easterly 141.26 feet along the arc of said curve through a central angle of 38°30'00", said curve being subtended by a chord bearing N 69°15'00" E, a distance of 138.62 feet to the point of reverse curvature of a curve concave to the South having a radius of 100.00 feet, from which point the radius bears S 40°00'00" E;

thence Easterly 58.20 feet along the arc of said curve through a central angle of 33°20'43" to a point tangent, said curve being subtended by a chord bearing N 66°40'22" E, a distance of 57.38 feet;

thence N 83°20'43" E, 84.22 feet to the point of curvature of a curve concave to the Southwest having a radius of 110.00 feet;

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thence Easterly 147.06 feet along the arc of said curve through a central angle of 76°36'02" to a point tangent, said curve being subtended by a chord bearing S 73°18'01" E, a distance of 136.35 feet;

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Professional Land Surveyor
Cloey C. Wall
482
Date 8/6/90
WYOMING

Cloey C. Wall PLS #482

1990 p4-7

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County of Lincoln) ss

661

The foregoing instrument was acknowledged before me by Doyle F. Child and Elaine C. Child, owners of the Rim Road No. 2 Hoback Ranch Subdivision this 1st day of August, 1990. Witness my hand and official seal.

My Commission expires Dec. 15, 1993.

Sandra Peavler Notary Public
County of Lincoln State of Wyoming
My Commission Expires

Notary Public

CERTIFICATE of APPROVAL

Pursuant to Section 34-12-102-103 and Sections 18-5-301-315, Wyoming Statutes, 1977, as amended, the foregoing RIM ROAD NO. 2 HOBACK RANCH SUBDIVISION was approved at the regular meeting of the Board of County Commissioners held on 7TH day of August, 1990.

Subject to the provisions of the Subdivision Resolution effective 26 October 1977, as amended through 6 September, 1989, 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
COUNTY OF SUBLETTE

Louie Tomassi, Chairman

Attest: Mary L. Lankford, Clerk

229879

RECORDED Aug. 16 1990 3:30 PM
IN BOOK 57 Misc. PAGE 661
FEES $5.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By: Mari Riley

RIM ROAD NO. 2
HOBACK RANCH
SUBDIVISION

A SUBDIVISION OF PART OF SECTION 4, T 36 N, R 112 W, 6th P.M., SUBLETTE COUNTY, WYOMING

Uinta Engineering & Surveying, Inc.
808 Main Street
Evanston, Wyoming 82930

90-16-2 AUGUST 2, 1990

AGREEMENT FOR DEED

THIS AGREEMENT FOR DEED is made and entered into on the date indicated below, by and between PINETREE INDUSTRIES, INC., a Wyoming corporation, (hereinafter called "Seller") and KEN ALAN KONICEK and JULIE REIGH KONICEK, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, (hereinafter called "Buyers").

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

1. Description of Property. Seller agrees to sell to Buyers and Buyers agree 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. Buyers have examined the subject property and have agreed to purchase said property upon the following terms and conditions which Seller agrees to accept.

3. Purchase Price. The purchase price to be paid by Buyers to Seller for the subject property shall be the sum of Ten Thousand and NO/100 ($10,000.00) Dollars.

4. Terms of Payment. The purchase price for said property shall be paid by Buyers as follows:

(a) A down payment of $1,000.00 has been paid to Seller.

(b) The remaining principal balance of Nine Thousand and NO/100 ($ 9,000.00) Dollars together with interest at the rate of nine (9%) per annum on the unpaid balance shall be paid in sixty (60) equal monthly installments of interest and principal of $186.83 each. Payments of said monthly installments shall begin on August 15, 1990 and continue in like amount on or before the same day of each and every month thereafter. Interest shall accrue on the principal amount from July 15, 1990. All payments shall first be applied to accrued interest and then to principal.

(c) Buyers shall have the right to make additional cash payments at any time and may pay the entire balance due, with any interest to date of such payment, at any time without penalty. Partial payments shall first be applied to accrued interest and then to principal. A partial payment shall not act to reduce the amount or change the date of the next monthly 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. Provided that Buyers may pay an amount equal to a monthly or annual payment and specify that it is an advance monthly or annual payment and not a prepayment and thus have said payment act to satisfy the next respective monthly or annual payment obligation.

(e) All payments shall be made to PINETREE INDUSTRIES, INC., P.O. Box 611, Pinedale, WY 82941.

5. Title. Title to the subject real property shall be conveyed from Seller to Buyers 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 Buyers upon payment in full of the purchase price to Seller.

6. Default. Time is of the essence of this Agreement and the

228580

RECORDED August 16 AD 90 3:30 PM
IN BOOK 57 MISC PAGE 662
FEES $ 12.00 Mary L. Kaiser COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

662/41 Return to Walker

Buyers shall make all payments promptly as herein provided and it is expressly understood and agreed that if the Buyers shall fail to make said payments in the amount, manner and within the time provided, or should they 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 Buyers shall forfeit all their 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 Buyers. In the event of such repossession, Seller may keep said real property as his 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 Buyers prior to repossession shall be considered as rental for said real property and liquidated damages for failure on the part of the Buyers to comply with the terms of this Agreement, and in the event the Seller elects to cancel, as above provided, the Buyers agree 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 Buyers;

(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 Buyers.

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: PINETREE INDUSTRIES, INC.
P.O. Box 611
Pinedale, WY 82941

Buyers: KEN ALAN KONICEK
JULIE REIGH KONICEK
P.O. Box 910
Pinedale, WY 82941

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

9. Assignment. It is expressly agreed hereunder that neither all or any rights or obligations created hereunder nor the concerned real property shall be assigned or transferred, either in its entirety or in part, or be otherwise conveyed or contracted to be conveyed by the Buyers without first 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. Buyers acknowledge that they have had the opportunity to examine the property concerned herein and accepts the same in its present condition. Seller covenants that it 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. Buyers shall pay all property taxes accruing after the closing. Taxes shall be prorated at closing.

13. Closing. Closing shall be on or before 7/23/90.

14. Title Insurance. Seller shall be required to provide a commitment for title insurance to Buyers showing merchantable title. Seller and Buyers shall split the cost of the title insurance policy at closing.

15. Attorney. Buyers are aware that this contract and the accompanying documents have been drafted by an attorney representing the Seller. Buyers have had the opportunity to have these documents examined by a counsel of their choosing.

16. Maintenance. Nothing shall be done on or in connection with the property that may impair Seller's security hereunder; Buyers shall not commit, permit, or suffer any waste, impairment, or deterioration of the property or any part thereof, and the property shall be continuously maintained in good and sightly order, repair, and condition by Buyers at their expense.

17. Fees. Seller shall pay all legal costs associated with this transaction and all recording fees.

18. Headings. The paragraph headings herein are descriptive only and do not act to limit or otherwise modify the actual provisions of the individual paragraphs.

19. Construction, Usage, and Interpretation. Whenever in this Agreement 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 Agreement 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 Agreement 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.

20. Miscellaneous. One or more waivers of the covenants or conditions by the Seller or Buyers 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 inure to the benefit not only of the parties hereto but also to the respective personal representatives, successors, assigns, and heirs.

DATED this 23 day of July, 1990.

ATTEST: PINETREE INDUSTRIES, INC. CORPORATE SEAL 1979 WYOMING

Barbara E. Hicks
Secretary

SELLER: PINETREE INDUSTRIES, INC.
a Wyoming corporation:

BY: Joseph R. Hicks

ITS: President

DATED this 7th day of August, 1990.

BUYERS:

Ken Alan Konicek
KEN ALAN KONICEK

Julie Reigh Konicek
JULIE REIGH KONICEK

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Agreement For Deed** was acknowledged before me by PINETREE INDUSTRIES, INC., a Wyoming corporation, by Joseph R. Hicks its (title) Pres. and attested to and sealed by its Secretary, this 3rd day of July, 1990.

WITNESS my hand and official seal.

Susan J. Rodgers
County of
Sublette
My Commission expires
Dec. 12, 1990
Notary Public
State of
Wyoming

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Agreement For Deed** was acknowledged before me by KEN ALAN KONICEK and JULIE REIGH KONICEK, this 7th day of August, 1990.

WITNESS my hand and official seal.

Susan J. Rodgers
County of
Sublette
My Commission expires
Dec. 12, 1990
Notary Public
State of
Wyoming

Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

EXHIBIT "A"

Lot Fifteen (15), Scenic View 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 United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.
SUBJECT TO all restrictions governing Scenic View Subdivision as recorded in the office of the County Clerk for Sublette County, Wyoming.

NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
NO PROPOSED PUBLIC MAINTENANCE OF STREETS OR ROADS.

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 23 day of July, 1990, between PINETREE INDUSTRIES, INC., as Seller, and KEN ALAN KONICEK and JULIE REIGH KONICEK, as Buyers. The Seller did agree to sell and the Buyers did agree to buy a certain tract of real property located in Sublette County, Wyoming described as follows:

> Lot Fifteen (15), Scenic View 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 United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.
> SUBJECT TO all restrictions governing Scenic View Subdivision as recorded in the office of the County Clerk for Sublette County, Wyoming.
>
> NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
> NO PORPOSED PUBLIC MAINTENANCE OF STREETS OR ROADS.
>
> Buyers' address for tax purposes is P.O. Box 910, Pinedale, WY 82941.

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

DATED this 23 day of July, 1990.

ATTEST:

SEAL

Edwina E. Hicks
Secretary

SELLER: PINETREE INDUSTRIES, INC.
a Wyoming corporation:

BY: Joseph R. Hicks

ITS: President

DATED this 7th day of Aug, 1990.

BUYERS:

Ken Alan Konicek
KEN ALAN KONICEK

Julie Reigh Konicek
JULIE REIGH KONICEK

STATE OF Wyo)
) ss.
COUNTY OF Sublette)

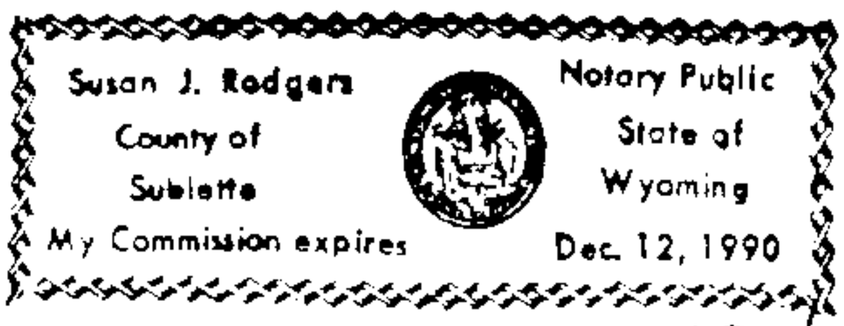
The foregoing **Memorandum of Agreement** was acknowledged before me by PINETREE INDUSTRIES, INC., a Wyoming corporation, by Joseph R. Hicks, its (title) Pres and attested to and seated by its Secretary, this

RECORDED August 10 AT 2:30
IN BOOK 57 MISC PAGE 667
FEES 6.00 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

249881

23rd day of July, 1990.

WITNESS my hand and official seal.



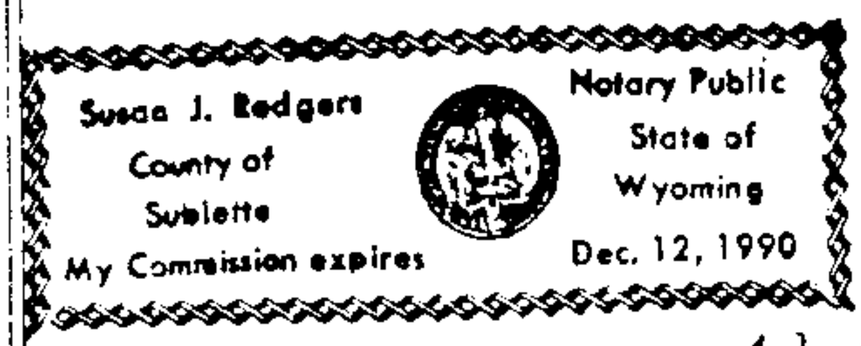
Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

STATE OF Wyo)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by KEN ALAN KONICEK and JULIE REIGH KONICEK, this 7th day of August, 1990.

WITNESS my hand and official seal.



Susan J. Rodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

FORM 2800-14
AUGUST 1985

Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT TEMPORARY USE PERMIT

SERIAL NUMBER WYW-[illegible]

---

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

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

[ ] b. Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185):

[ ] c. Other (describe)_____.

2. Nature of Interest:

a. By this instrument, the holder:

Sublette County Commissioners
POB 250
Pinedale, WY 82941

receives a right to construct, operate, maintain, and terminate a 30' double lane 22 feet finished graded travelway for the Knelan Bridge Road, on public lands (or Federal land for MLA right-of-way) described as follows:

T. 37 N., R. 112 W.
Section 31, Lots 11 and 12, SW NE1/4.
6th PM
Sublette County, WY

b. The right-of-way or permit area granted herein is 50 feet wide, 1,010 feet long and contains 1.50 acres, more or less. If a site type facility, the facility contains _____acres.

c. This instrument shall terminate on 8/7/2020.
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 [X] may [ ] may not be renewed. If renewed, the right-of-way or permit 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.

229885

RECORDED Aug 17 1990 9:30 A M
IN BOOK 57 Misc. PAGE 669
FEES N/C Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mari Riley

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 scund business management principles, and so far as practicable and feasible, in accordance with the comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit 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 and B, dated July 27, 1990, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth 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.

WYW-83583

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

Louie Tomassi
(Signature of Holder)

David E. Harper
(Signature of Authorized Officer)

Chairman
Board of County Commissioners
(Title)

Acting Area Manager
(Title)

8/7/90
(Date)

8/8/90
(Effective Date of Grant)

County of Sublette)
)Ss
State of Wyoming)

The foregoing instrument was acknowledged before me by Louie Tomassi, this 7th day of August, 1990.

Witness my hand and official seal.

Janet L. Montgomery
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Apr. 30, 1994

Janet L. Montgomery
Notary Public

County of Sublette)
)Ss
State of Wyoming)

The foregoing instrument was acknowledged before me by David E. Harper, this 8th day of August, 1990.

Witness my hand and official seal.

Janet L. Montgomery
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Apr. 30, 1994

Janet L. Montgomery
Notary Public

WYW89583

July 27, 1990

WHELAN BRIDGE ROAD R/W

General R/W Area

Proposed R/W Location

EXHIBIT A

Primary highway
hard surface

MEMORANDUM OF CONTRACT

TO WHOM IT MAY CONCERN:

On [illegible], 1990, WILLIAM R. ROZIER JR., a single man, and RITA T. ROZIER, a single woman, as Sellers, and THOMAS EDMOND BLAGG and JEANNE ELLEN BLAGG, husband and wife, as Buyers, entered into an Agreement for Warranty Deed whereby Sellers agreed to sell and Buyers agreed to buy the following described real property, to-wit:

> Lots 8 and 9, Unit II, Orcutt Hill Subdivision, Sublette County, Wyoming, as the same appears of record on the official plat thereof recorded in the office of the County Clerk, Sublette County, Wyoming,

in accordance with the provisions, terms, covenants and conditions contained in said Agreement. Said Agreement provides, among other things, that upon Buyers' full payment to Sellers of the total purchase price and interest, Sellers shall convey the above property to Buyers by a good and sufficient Warranty Deed. Said Agreement also provides that if Buyers fail to make payments in accordance with the terms of the Agreement, or otherwise default thereunder, the Agreement may be terminated at the option of the Sellers.

This document is not a contract between the parties and in no way modifies, clarifies, interprets, or affects the Agreement aforesaid. This document is intended as a notice to any concerned party that Sellers and Buyers have entered into a written contract relating to the aforesaid property.

Dated this [illegible] day of [illegible], 1990.

SELLERS:

[signature]
WILLIAM R. ROZIER JR.

[signature]
RITA T. ROZIER

BUYERS:

[signature]
THOMAS EDMOND BLAGG

[signature]
JEANNE ELLEN BLAGG

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing Agreement was acknowledged before me by WILLIAM R. ROZIER JR. this 14th day of AUGUST, 1990.

Witness my hand and official seal.

Don Tegeler
Notary Public
County of Sublette
State of Wyoming
My Commission Expires Dec. 18, 1990

[signature]
Notary Public

My commission expires:

229890

RECORDED Aug. 17 1990 4:00 P M
IN BOOK 57 Misc PAGE 673
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing Agreement was acknowledged before me by RITA T. ROZIER this 14TH day of AUGUST, 1990.

Witness my hand and official seal.

Don Tegeler
Notary Public
County of Sublette
State of Wyoming
My Commission Expires Dec. 18, 1990

Don Tegeler
Notary Public

My commission expires:

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing Agreement was acknowledged before me by THOMAS EDMOND BLAGG and JEANNE ELLEN BLAGG this 14TH day of AUGUST, 1990

Witness my hand and official seal.

Don Tegeler
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires Dec. 18, 1990

Don Tegeler
Notary Public

My commission expires:

675

3 1 2 2 1 0 0 8 7

4

CERTIFICATE OF INCUMBENCY

STATE OF NEVADA)
)SS:
COUNTY OF CLARK)

BARBARA JO STEFONICK WELLS, being first duly sworn, deposes and says:

1. That LILLIAN E. STEFONICK created the LILLIAN E. STEFONICK FAMILY TRUST on March 13, 1984, wherein LILLIAN STEFONICK was designated as the original Trustee.

2. That LILLIAN E. STEFONICK died on the 18th day of October, 1989, and a certified copy of the Death Certificate is attached hereto and by this reference incorporated herein.

3. That BARBARA JO STEFONICK and FIRST INTERSTATE BANK OF NEVADA are named in said Trust as Successor Co-Trustees of the Trust; and that FIRST INTERSTATE BANK OF NEVADA resigned as Co-Trustee on the 28th day of November, 1989.

. . .

. . .

229928

. . .

. . .

. . .

. . .

. . .

. . .

RECORDED Aug. 20 19 90 10:30 A M
IN BOOK 57 Misc. PAGE 675
FEES $ 6.00 Mary L Lakford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: more file

4. That BARBARA JO STEFONICK aka BARBARA JO STEFONICK WELLS hereby files this certificate and accepts the sole successor Trusteeship of the LILLIAN E. STEFONICK FAMILY TRUST, dated March 13, 1984.

DATED this 29th day of November, 1989.

Barbara S. Wells
BARBARA JO STEFONICK WELLS

STATE OF NEVADA)
)SS:
COUNTY OF CLARK)

On this 29th day of November, 1989, personally appeared before me, a Notary Public, BARBARA JO STEFONICK WELLS, who acknowledged to me that she executed the above instrument, as the Successor Trustee of the LILLIAN E. STEFONICK FAMILY TRUST, dated March 13, 1984.

Melina Barr
NOTARY PUBLIC

MELINA BARR
Notary Public - State of Nevada
[illegible]

When recorded mail to:
JEFFREY L. BURR, LTD.
Attn: Betty Smallwood
1900 East Flamingo, #252
Las Vegas, NV 89119

677

AFFIDAVIT FOR COLLECTION AND DISTRIBUTION OF DECEDENT'S PERSONAL PROPERTY PURSUANT TO W.S. § 2-1-201

I, ROBERT L. DITTON, surviving son of PAUL DITTON, 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 GEORGE DITTON, TREVA BUTTON and IRENE PULLEY, as sole heirs distributees of the estate of PAUL DITTON, as hereinafter set forth, and that I make the following statements in connection therewith:

1. PAUL DITTON became deceased on the 29th day of June, 1988, and was a resident of Sublette County, Wyoming, at the time of his death;

2. Decedent died testate, and the original of the Will of decedent has been duly filed with the Clerk of the District Court, Sublette County, Wyoming, which Will was filed without probate or administration;

3. ROBERT L. DITTON and IRENE M. PULLEY are the sole distributees under the will of Decedent, with IRENE M. PULLEY being the distributee of all property of the estate other than firearms owned by Decedent;

4. The value of the entire estate of Decedent wherever located, less liens and encumbrances, does not exceed $30,000.00;

5. More than thirty (30) days have elapsed since the date of death of the decedent;

6. No application for the appointment of a personal representative of said Decedent is pending or has been granted in any jurisdiction;

7. ROBERT L. DITTON and IRENE M. PULLEY are the only parties entitled to the personal property of Decedent, and there are no other distributees of Decedent having a right to succeed to any of the personal property of Decedent under probate proceedings, and, therefore, ROBERT L. DITTON is entitled to delivery of Decedent's firearms and IRENE M. PULLEY is entitled to payment or delivery of all of the residue and remainder of Decedent's personal property;

8. Among the personal property owned by Decedent was a certain Mortgage whereby DAVID EDGAR CARNEY and MARGARET ANN CARNEY mortgaged to Decedent the following described real property:

> Lot 7, Block 7; Lot 12, Block 10 of the Town of Boulder, Sublette County, Wyoming, as the same appears of record in the office of the Sublette County, Clerk,

which mortgage was dated October 29, 1979, and recorded October 29, 1979, in Book 32 of Mortgages, Page 141, in the office of the Sublette County, Clerk.

9. The original of this Affidavit is being filed of record with the County Clerk of Sublette County, Wyoming, in accordance with W.S. § 2-1-201(c).

229950

RECORDED Aug 21 TO 90 1:10 P M
IN BOOK 57 Misc. PAGE 677
FEES $6.00 L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

EXECUTED the 14th day of August, 1990.

Robert L. Ditton
ROBERT L. DITTON

STATE OF ALASKA)
) ss.
COUNTY OF SOUTHCENTRAL DISTRICT)

The foregoing instrument was SUBSCRIBED AND SWORN to before me by ROBERT L. DITTON this 14 day of August, 1990.

WITNESS my hand and official seal.

NOTARY PUBLIC OF ALASKA

Notary Public in and for Alaska

My Commission expires:

229953

RECORDED Aug. 21 1990 1:10 P M
IN BOOK 57 Misc. PAGE 679
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

IN THE DISTRICT COURT OF SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

FILED
BY:
AUG 21 1990
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

IN THE MATTER OF THE DETERMINATION OF HEIRSHIP
of
CARLOS LAMONT MILLER,
Deceased.

Probate No. 1950

DECREE OF DETERMINATION OF HEIRSHIP

ON THE 13th day of August, 1990, the above-captioned matter came before the Court for hearing, pursuant to prior assignment and Order, on the Petition for Determination of Heirship and interest in land, as heretofore filed by the Petitioner, and the Court, having reviewed the file of record and being fully advised in the premises, makes the following:

FINDINGS OF FACT

1. The Petition as filed herein is sufficient and complete and in accordance with law.

2. Due and proper notice of the hearing has been given in accordance with prior order of this Court, as shown by the Affidavit of Publication and Affidavit of Mailing on file of record herein.

3. The above-named decedent died December 5, 1985.

4. More than two years have elapsed since the date of death of decedent.

5. Decedent died seized of an interest in land located in Sublette County, Wyoming, particularly described as:

W½W½W½NE¼ of Section 24, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming.

6. There has been no previous record judicial determination of the decedent's heirs or the right of descent of the real property interest which is the subject of the petition.

7. The heirs-at-law of the decedent upon the decendent's date of death, and the kinship of each to the decedent, are as follows:

SPENCER HERBERT MILLER	Son
JEFFERSON LAMONT MILLER	Son
CHRISTINE LAMONA MILLER	Daughter

8. No objections, written or oral, have been filed with the Court by any party whomsoever, as to the above cause.

CONCLUSIONS OF LAW

1. The Court has full and complete jurisdiction over the subject matter and all interested parties in this cause.

2. The file of record herein is complete and meets the requirements of W.S. §§ 2-9-201, 2-9-202, and 2-9-203 for the relief prayed for in the petition.

3. The petitioner is entitled to relief as prayed for in the Petition as filed herein.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the decedent, CARLOS LAMONT MILLER, on the date of his death, left surviving him as his sole heirs at law SPENCER HERBERT MILLER, JEFFERSON LAMONT MILLER, and CHRISTINE LAMONA MILLER, and that said heirs are the present owners in fee simple of the following described interest, each vested on the date of death of the decedent with an undivided one-third (1/3) interest:

W½W½W½NE¼ of Section 24, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming.

DATED this 20th day of August, 1990.

BY THE COURT:

District Judge

THE STATE OF WYOMING
COUNTY OF SUBLETTE
I, [illegible], CLERK OF THE NINTH JUDICIAL DISTRICT WITHIN AND FOR SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THE FOREGOING IS A FULL, TRUE AND COMPLETE COPY.
SIGNED
SUBLETTE COUNTY

Paul N. Scherbel this 12 July 1985. 681 Witness my hand and official seal.

Notary Public My Commission Expires: 21 May 1989

—LEGEND—

⊡ indicates a Certified Land Corner Recordation Certificate filed.

⊙ indicates a steel T-shaped stake 24" long with metal cap inscribed "SURVEY POINT DO NOT DISTURB RLS164" and/or "PAUL N. SCHERBEL RLS164 SURVEY POINT."

● indicates an existing steel stake.

△ indicates a 6"X6" concrete post with brass cap inscribed "WYOMING HIGHWAY DEPT. R.O.W. MARKER" and appropriate details.

■ indicates a 2" galvanized steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING" and appropriate details.

◒ indicates a 5/8" steel reinforcing rod with aluminum cap (SurvKAP).

⊙ indicates a 3/8"x12" steel spike.

⌀ indicates a 5/8" steel reinforcing rod 24" long with an aluminum cap inscribed "SURVEYOR SCHERBEL, LTD. PLS164 BIG PINEY, WY", set this survey.

229994

RECORDED Aug. 25 AD 902'oo AM
IN BOOK 57 Misc. PAGE 681
FEES $ No Fee by Law COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Joan Riley

DANIEL FIRE STATION

WITHIN

LOT 3 (NE1/4 NW1/4) SECTION 2

T33N R111W

SUBLETTE COUNTY, WYOMING

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 24 day of August, 19 90, between RICHARD R. FINLAYSON and BETTY L. FINLAYSON, husband and wife, as Sellers, and E. J. ROUNTREE and ANN ROUNTREE, 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 located in Sublette County, Wyoming described as follows:

> The East one-half (½) of Lot Twenty-Three (23) and all of Lot Twenty-Four (24), Block Six (6), Amended Townsite of Shelter Park, Sublette County, Wyoming as the same appears on the official map of 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, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

Buyers' address for tax purposes is 1431 Palisades Way, Rock Springs, WY 82901.

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

DATED this 24 day of August, 19 90.

230047

RECORDED Aug 24 19 90 4:55 P M
IN BOOK 57 Misc. PAGE 682
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

SELLERS:

Richard R. Finlayson
RICHARD R. FINLAYSON

Betty L. Finlayson
BETTY L. FINLAYSON

DATED this 24 day of Aug., 19 90

BUYERS:

E. J. Rountree
E. J. ROUNTREE

Ann Rountree
ANN ROUNTREE

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by RICHARD R. FINLAYSON and BETTY L. FINLAYSON, this 24th day of

August, 1990.

WITNESS my hand and official seal.

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires 2-28-92

Edwin R. Adams
NOTARY PUBLIC

My Commission Expires: 7-28-92

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by E. J. ROUNTREE and ANN ROUNTREE, this 24th day of August, 1990.

WITNESS my hand and official seal.

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires 2-28-92

Edwin R. Adams
NOTARY PUBLIC

My Commission Expires: 7-28-92

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 23rd day of August, 1990, between JUDITH A. CRANDALL-SLOANE and her husband, HOWARD SLOANE, as Sellers, and RONALD BRENT DEAN and JOAN D. DEAN, 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 located in Sublette County, Wyoming described as follows:

> Lot Four (4) of Halfmoon Mountain Subdivision, Sublette County, Wyoming as the same appears on the official map of 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, 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 708, Pinedale, WY 82941.
>
> There are many other covenants in the original Agreement For Deed of which each party has a copy.

DATED this 23rd day of August, 1990.

230100

RECORDED Aug. 30 19 90 2:50 P M
IN BOOK 57 M.S.C. PAGE 684
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

SELLERS:

Judith A Crandall-Sloane
JUDITH A. CRANDALL-SLOANE

Howard M. Sloane
HOWARD SLOANE

DATED this 23rd day of August, 1990.

BUYERS:

Ronald Brent Dean
RONALD BRENT DEAN

Joan D. Dean
JOAN D. DEAN

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

The foregoing **Memorandum of Agreement** was acknowledged before me by JUDITH A. CRANDALL-SLOANE and HOWARD SLOANE, this 4th day of August, 1990.

WITNESS my hand and official seal.

Notary Public
TESS WARE
5916 Cobblecreek Road
Salt Lake City, Utah 84121
My Commission Expires
March 15, 1993
State of Utah

Notary Public residing in Salt Lake County

NOTARY PUBLIC

My Commission Expires:

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by RONALD BRENT DEAN and JOAN D. DEAN, this 30th day of August, 1990.

WITNESS my hand and official seal.

O'Kelley H. Pearson
NOTARY PUBLIC

My Commission Expires: 8/13/94

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 30th day of August, 1990, between HARVEY W. TAYLOR and KATHRYN P. TAYLOR, husband and wife, as Sellers, and GEO'S ENTERPRISES INC., a Wyoming corporation, as Buyer. The Sellers did agree to sell and the Buyer did agree to buy a certain tract of real property located in Sublette County, Wyoming described as follows:

East half (E½) of Lot One (1) and East half (E½) of Lot Two (2), Block Eighteen (18), Hennick First 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;
SUBJECT TO reservations and restrictions contained in the United States patents or of record, 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 1148, Pinedale, WY 82941 .

There are many other covenants in the original Agreement For Deed of which each party has a copy and which is escrowed at the FIRST NATIONAL BANK OF PINEDALE.

DATED this 30th day of August, 1990.

SELLERS:

Harvey W. Taylor
HARVEY W. TAYLOR

Kathryn P. Taylor
KATHRYN P. TAYLOR

DATED this 31 day of August, 1990

BUYER:

GEO'S ENTERPRISES INC., a Wyoming corporation:

BY: George McKown

ITS: President

ATTEST:

SEAL

Secretary

SEAL

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

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

230110

RECORDED Aug 30 '90 5:00 P.
IN BOOK 57 Misc PAGE 686
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol a. Cheeney deputy

HARVEY W. TAYLOR and KATHRYN P. TAYLOR, this 30th day of August, 1990.

WITNESS my hand and official seal.

O'Kelley H. Pearson
NOTARY PUBLIC

My Commission Expires: 8/13/94

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by GEO'S ENTERPRISES INC., a Wyoming corporation, by George Palmer, its President and attested to and sealed by its Secretary, this 30th day of August, 1990.

WITNESS my hand and official seal.

O'Kelley H. Pearson
NOTARY PUBLIC

My Commission Expires: 8/13/94

ASSIGNMENT OF CONTRACT AND PROPERTY RIGHTS

Clayton G. Van Balen, M.D. and Deborah D. Van Balen, husband and wife, Grantors, of 1400 Uinta Drive, Green River, Wyoming, without consideration, as a gift, hereby assign, convey and quitclaim to Pamela T. Smart, a married woman, Grantee, of 215 Summerview Drive, Green River, Wyoming, all of their right, title and interest as Buyers under Real Estate Sales Agreement dated May 1, 1984, parties to which are Hoback Ranches, a Wyoming Corporation, of Afton, Lincoln County, Wyoming, as Seller and Clayton G. Van Balen and Deborah D. Van Balen as Buyers.

In addition Grantors, without consideration, as a gift, hereby convey and quitclaim to Grantee all of their right, title and interest in and to the real property which is the subject matter of the above described installment land contract, the legal description of said property being as follows, to wit:

> The South one-half of Tract 18, Sheet 9 of the Hoback Ranches Subdivision, as platted and filed in the office of the Sublette County Clerk, Pinedale, Wyoming.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

WITNESS OUR HANDS this 1st day of August, 1990.

230133

RECORDED Sept. 4 19 90 11:15 A M
IN BOOK 57 Misc. PAGE 688
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: [illegible] Dep.

Clayton G. Van Balen MD
CLAYTON G. VAN BALEN, M.D.

Deborah D. Van Balen
DEBORAH D. VAN BALEN

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

The foregoing Assignment Of Contract And Property Rights was acknowledged before me this 1st day of August, 1990, by Clayton G. Van Balen, M.D. and Deborah D. Van Balen.

Witness my hand and official seal.

THERESA D. ROBERTSON NOTARY PUBLIC SWEETWATER COUNTY, WYOMING

My Commission Expires:
My Commission Expires 9-4-93

Theresa D. Robertson
Notary Public

ACCEPTANCE OF ASSIGNMENT

Hoback Ranches, a Wyoming Corporation, of Afton, Lincoln County, Wyoming, Seller under the Real Estate Sales Agreement described in the above Assignment Of Contract And Property Rights, hereby consents to said assignment and releases Clayton G. Van Balen, M.D., and Deborah D. Van Balen from any further obligations whatsoever arising by or through said Real Estate Sales Agreement.

HOBACK RANCHES, INC. CORPORATE SEAL (Corporate) WYOMING

Hoback Ranches, a Wyoming Corporation

By: Lyle J Ellis
President

Attest: W Jan Davis
Secretary

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

The foregoing Assignment Of Contract And Property Rights was acknowledged before me this 17th day of August, 1990, by Doyle E Child.

Witness my hand and official seal.

Notary Public State of Wyoming My Commission Expires 12-14-93

Kendra Fowler
Notary Public

My Commission Expires:
December 14, 1993

ASSIGNMENT OF CONTRACT AND PROPERTY RIGHTS

Pamela T. Smart, together with her husband, Michael R. Smart, Grantor, of 215 Summerview Drive, Green River, Sweetwater County, Wyoming, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, assigns, conveys and quitclaims to Doyle F. Child and Elaine C. Child, husband and wife, as tenants by the entireties, Grantees, of P.O. Box 248, Afton, Wyoming, all of her right, title and interest as Buyer under Real Estate Sales Agreement dated May 1, 1984, original parties to which are Hoback Ranches, a Wyoming Corporation, of Afton, Lincoln County, Wyoming, as Seller and Clayton G. Van Balen and Deborah D. Van Balen as Buyers.

In addition Grantor, for the same consideration, hereby conveys and quitclaims to Grantees all of her right, title and interest in and to the real property which is the subject matter of the above described installment land contract, the legal description of said property being as follows, to wit:

> The South one-half of Tract 18, Sheet 9 of the Hoback Ranches Subdivision, as platted and filed in the office of the Sublette County Clerk, Pinedale, Wyoming.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

WITNESS OUR HANDS this 15th day of August, 1990.

230134

RECORDED Sept. 4 1990 11:15A M
IN BOOK 57 Misc. PAGE 690
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Mary Ruby

Pamela T. Smart
PAMELA T. SMART

Michael R. Smart
MICHAEL R. SMART

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

The foregoing Assignment Of Contract And Property Rights was acknowledged before me this 15th day of August, 1990, by Pamela T. Smart and Michael R. Smart.

Witness my hand and official seal.

THERESA D. ROBERTS NOTARY PUBLIC SWEETWATER COUNTY, WYOMING

Theresa D. Roberts
Notary Public

My Commission Expires:
7-14-92

ACCEPTANCE OF ASSIGNMENT

Hoback Ranches, a Wyoming Corporation, of Afton, Lincoln County, Wyoming, Seller under the Real Estate Sales Agreement described in the above Assignment Of Contract And Property Rights, hereby consents to said assignment and releases Pamela T. Smart and Michael R. Smart from any further obligations whatsoever arising by or through said Real Estate Sales Agreement.

Hoback Ranches, a Wyoming Corporation

(Corp. Seal)

By: Lyle F. Elliott
President

Attest: W Tom Davis
Secretary

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

The foregoing Assignment Of Contract And Property Rights was acknowledged before me this 29th day of August, 1990, by Doyle E Elliott & W Tom Davis.

Witness my hand and official seal.

My Commission Expires:

Notary Public

March 5 1995

IN THE DISTRICT COURT FOR THE THIRD JUDICIAL DISTRICT

UINTA COUNTY, WYOMING

IN THE MATTER OF THE GUARDIANSHIP)
OF THE PERSON AND THE CONSERVATORSHIP)
OF THE ESTATE)
) Probate No. 9-70
OF)
)
MARION M. MRAK)

FILED
AUG 24 1990
C. ELAINE PHILLIPS
Clerk of Court
By: Deputy

ORDER APPROVING PURCHASE OF REAL PROPERTY

UPON MOTION of VERNON MRAK, the duly appointed, qualified and acting Conservator for the above-named Ward, for approval for the purchase of a residence, and the Court having reviewed the file and being otherwise advised in the premises, finds it in the best interest of the Ward that the motion should be granted.

IT IS, THEREFORE, ORDERED that the Conservator, Vernon Mrak, be and hereby is given approval to purchase in his own name and in the name of Marion M. Mrak, as tenants by the entirety, real property in Sublette County, Wyoming, described as Lot 2, Block 2, Redstone First Addition to the Town of Pinedale, Wyoming, and to execute on behalf of the Ward all necessary closing documents for said purchase, including a mortgage and note in the maximum amount of $34,000.00.

Dated this 24 day of August, 1990.

BY THE COURT:

District Court Judge

230184

RECORDED Sept. 6 ID 90 2:50 P M
IN BOOK 57 Misc. PAGE 692
FEES $ 4.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

STATE OF WYOMING
CERTIFIED TO BE A FULL
TRUE AND CORRECT COPY
C. ELAINE PHILLIPS
Clerk of District Court
By:

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 31st day of August, 1990, between ZONNA GRAHAM, a single woman, as Seller, and MICHAEL S. STURGILL and DEBRA D. STURGILL, 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 located in Sublette County, Wyoming described as follows:

> Lot One (1), Cross Lazy Two Subdivision, Sublette County, Wyoming; as the same appears on the official map of 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, to easements and rights-of-way of record or in use and to prior mineral reservations of record.
> SUBJECT TO all restrictions governing Cross Lazy Two Subdivision as recorded 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 4222, Marbleton, WY 83113.

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

DATED this 31st day of August, 1990.

SELLER:

Zonna F. Graham
ZONNA GRAHAM

230214

DATED this 31 day of August, 1990

RECORDED Sept. 10 1990 11:15A M
IN BOOK 57 Misc PAGE 693
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

BUYERS:

Michael S Sturgill
MICHAEL S. STURGILL

Debra D Sturgill
DEBRA D. STURGILL

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by ZONNA GRAHAM, this 31st day of August, 1990.

WITNESS my hand and official seal.

BARBARA HENRY
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires 10/12/93

Barbara Henry
NOTARY PUBLIC

My Commission Expires:
10/12/93

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by MICHAEL S. STURGILL and DEBRA D. STURGILL, this 31st day of August, 1990.

WITNESS my hand and official seal.

BARBARA HENRY
Notary Public
County of
Sublette
State of Wyoming
My Comm. Expires 12/12/93

Barbara Henry
NOTARY PUBLIC

My Commission Expires:

WYOMING
230220

RECORDED Sept. 11 1990 9:32 AM
IN BOOK 57 Misc PAGE 695
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Marie Riley

REMOVAL OF TRUSTEE AND APPOINTMENT OF SUCCESSOR TRUSTEE

THIS REMOVAL OF TRUSTEE AND APPOINTMENT OF SUCCESSOR TRUSTEE, dated as of May 14, 1990 (this "Removal of Trustee and Appointment of Successor Trustee"), is made and entered into by The Chase Manhattan Bank (National Association), as agent (the "Agent") for the banks party to that certain Second Amendment and Restatement of Credit Agreement dated as of December 1, 1989 (the "Second Restated Amendment"), among Presidio Oil Company, Presidio Exploration, Inc., Peake Operating Company, Petroleum Development Corporation, Presidio Energy, Inc., Peake Energy, Inc., and The Petroleum Corporation (collectively, the "Mortgagors"), such banks and the Agent and by Bettylou J. Robert, as Trustee (the "Successor Trustee").

WITNESSETH:

WHEREAS, pursuant to Section 6.2 of that certain Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of August 27, 1987, among the Mortgagors, Daniel D. De Lange, as Trustee (the "Trustee"), and The Chase Manhattan Bank, (National Association), entered into in conjunction with and pursuant to the Second Restated Amendment and filed in the locations listed on Annex I, as such instrument has been amended by that certain Amendment to Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated as of December 1, 1989, among the Mortgagors, the Trustee and the Agent, and filed in the locations listed on Annex II (such mortgage, as amended, the "Mortgage"), the Agent has determined that it is convenient and necessary to remove the Trustee and to appoint a successor Trustee;

NOW THEREFORE, the Agent designates and states as follows:

1. All capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the Mortgage unless the context otherwise requires.

2. The Trustee is hereby removed as Trustee under the Mortgage and, contemporaneously herewith, the Successor Trustee is appointed and designated as Trustee under the Mortgage and upon her acceptance of such ap-

pointment by executing this Removal of Trustee and Appointment of Successor Trustee as provided below, the conveyance of the Mortgage shall vest in the Successor Trustee all the estate and title of the Trustee, and the Successor Trustee shall succeed to all rights, powers, privileges, immunities and duties conferred upon the Trustee by the Mortgage.

IN WITNESS WHEREOF, the Agent and the Successor Trustee have executed this Removal of Trustee and Appointment of Successor Trustee effective as of the day, month and year first written above.

Agent, Mortgagee and Secured Party:

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION), as Agent

By: _____
Roger K. Frey
Vice President

(Seal)

ATTEST:

By: _____
Title: Assistant Secretary

The Successor Trustee hereby accepts her appointment, by the Agent, as Trustee under the Mortgage.

Trustee and Secured Party:

TRUSTEE

By: _____
Bettylou J. Robert, as Trustee

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

This instrument was acknowledged before me on May 14, 1990, by Roger K. Frey, as Vice President of The Chase Manhattan Bank (National Association), on behalf of said national banking association, as Agent.



[Seal]

Notary Public

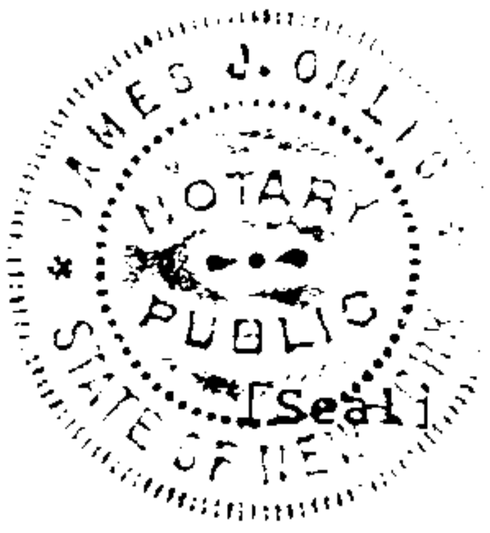
JAMES J. OHLIG
Notary Public, State of New York
No. 52-4765321
Qualified in Suffolk County
Commission Expires Oct. 30, 1991

My Commission Expires:

10/30/91

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

This instrument was acknowledged before me on May 14, 1990, by Bettylou J. Robert, as Trustee.



[Seal]

James J. Ohlig
Notary Public

JAMES J. OHLIG
Notary Public, State of New York
No. 52-4633321
Qualified in Suffolk County
Commission Expires Oct. 30, 1991

My Commission Expires:

10/30/91

Annex I

Removal of Trustee and Appointment of
Successor Trustee, dated as of May 14, 1990
(Wyoming)

Recording Office	Date of Recording	Instrument Number
Campbell County, Wyoming	08/31/87	Book 965 of Photos, Page 439 (Reception No. 602773)
Carbon County, Wyoming	08/31/87	Book 829, Page 150 (Reception No. 777102)
Crook County, Wyoming	08/31/87	Book 265 of Photos, Page 139 (Reception No. 462415)
Sublette County, Wyoming	08/31/87	Book 48 of Mortgages, Page 279 (Reception No. 217780)
Sweetwater County, Wyoming (August 27, 1987 Kaiser)	08/31/87	Book 784, Pages 477-525 (Reception No. 1007415)
Sweetwater County, Wyoming (October 30, 1987 Kaiser)	11/06/87	Book 785, Pages 1901-1961 (Reception No. 1011737)
Weston County, Wyoming	08/31/87	Book 163 of Photos, Page 28 (Reception No. 534787)

Annex II

Removal of Trustee and Appointment of Successor Trustee, dated as of May 14, 1990 (Wyoming)

Recording Office	Date of Recording	Instrument Number
Campbell County, Wyoming	03/05/90	Book 1095 of Photos, Page 387-405 (Reception No. 634955)
Carbon County, Wyoming	03/06/90	Book 860, Page 911 (Reception No. 807429)
Crook County, Wyoming	03/05/90	Book 292 of Photos, Page 322 (Reception No. 481300)
Sublette County, Wyoming	03/05/90	Book 52 of Mortgages, Page 222 (Reception No. 228125)
Sweetwater County, Wyoming (August 27, 1987 Kaiser)	03/02/90	Book 806, Pages 788-806 (Reception No. 1062052)
Sweetwater County, Wyoming (October 30, 1987 Kaiser)	03/02/90	Book 806, Pages 807-824 (Reception No. 1062053)
Weston County, Wyoming	03/06/90	Book 182 of Photos, Page 671 (Reception No. 555754)

700

WYOMING

REMOVAL OF TRUSTEE AND APPOINTMENT OF SUCCESSOR TRUSTEE

THIS REMOVAL OF TRUSTEE AND APPOINTMENT OF SUCCESSOR TRUSTEE, dated as of August 27, 1990 (this "Removal of Trustee and Appointment of Successor Trustee"), is made and entered into by The Chase Manhattan Bank (National Association), as agent (the "Agent") for the banks party to that certain Credit Agreement dated as of October 1, 1988, as amended by an Amendment and Restatement of Credit Agreement dated as of December 1, 1989 (as amended, the "Original Restatement"), among Presidio Oil Company, as Guarantor, Presidio Exploration, Inc. (the "Mortgagor"), such banks and the Agent, and by Bettylou J. Robert, as Trustee (the "Successor Trustee"").

W I T N E S S E T H :

WHEREAS, pursuant to Section 6.2 of that certain Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of October 1, 1988, among the Mortgagor, Randolph E. Kubes, as Trustee (the "Existing Trustee"), and The Chase Manhattan Bank (National Association), as such instrument has been amended by that certain Amendment to Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated as of December 1, 1989, among the Mortgagor, the Existing Trustee and the Agent, both entered into in conjunction with and pursuant to the Original Restatement, and both filed in the locations listed on Attachment I hereto (such mortgage, as amended, the "Mortgage"), the Agent has determined that it is convenient and necessary to remove the Existing Trustee and to appoint a successor Trustee;

NOW, THEREFORE, the Agent designates and states as follows:

1. All capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the Mortgage unless the context otherwise requires.

230221

RECORDED Sept. 11 19 90 9:40 A M
IN BOOK 57 Misc. PAGE 701
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

2. The Existing Trustee is hereby removed as Trustee under the Mortgage and, contemporaneously herewith, the Successor Trustee is appointed and designated as Trustee under the Mortgage and upon her acceptance of such appointment by executing this Removal of Trustee and Appointment of Successor Trustee as provided below, the conveyance of the Mortgage shall vest in the Successor Trustee all the estate and title of the Existing Trustee, and the Successor Trustee shall succeed to all rights, powers, privileges, immunities and duties conferred upon the Existing Trustee by the Mortgage.

IN WITNESS WHEREOF, the Agent and the Successor Trustee have executed this Removal of Trustee and Appointment of Successor Trustee effective as of the day, month and year first written above.

Agent, Mortgagee and
Secured Party:

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION), as
Agent

By: _____
Name: Ronald E. Lepes
Title: Managing Director

(Seal)

ATTEST:

By: _____
Name: Carole A. Couch
Title: Assistant Secretary

The Successor Trustee hereby accepts her appointment, by the Agent, as Trustee under the Mortgage.

Trustee and Secured Party:

TRUSTEE

By: _____
Bettylou J. Robert, as
Trustee

STATE OF NEW YORK)
ss.:
COUNTY OF NEW YORK)

Before me, the undersigned authority, on this 22 day of August, 1990, personally appeared Bettylou J. Robert known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public

(Seal)

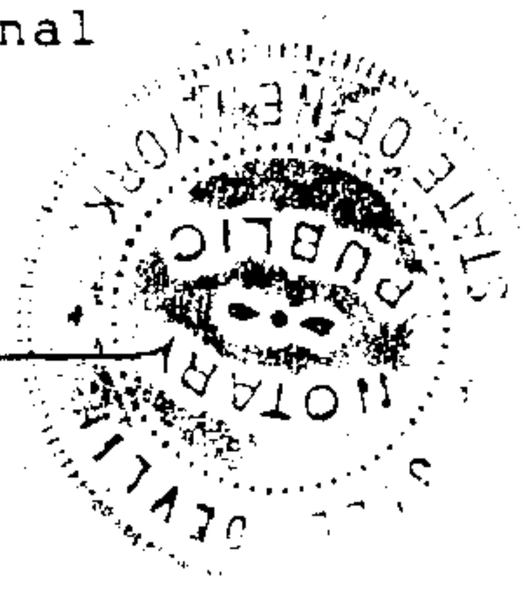
JILL DEVLIN
Notary Public, State of New York
No. 30-4853-62
Qualified in Nassau County
Commission Expires February 17, 1992

My Commission Expires:

_____

STATE OF NEW YORK)
ss.:
COUNTY OF NEW YORK)

This instrument was acknowledged before me on August 24, 1990 by Ronald E. Lepes as Managing Director of The Chase Manhattan Bank (National Association), a national banking association, on behalf of said national banking association as agent for itself and Citibank, N.A.



Notary Public

JILL DEVLIN
Notary Public, State of New York
No. 30-4853462
Qualified in Nassau County
Commission Expires February 17, 1992

(Seal)

My Commission Expires:

_____

Attachment I

Recording Information for Existing Mortgage
(Wyoming)

The Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated as of October 1, 1988, from Presidio Exploration, Inc. to Randolph E. Kubes, Trustee, and The Chase Manhattan Bank (National Association) (General Atlantic Acquisition), was filed and is recorded as a mortgage in the real estate records of the Office of the County Clerk and ex-officio Register of Deeds in each county in Wyoming where the Mortgaged Property described therein is located and is filed as a Financing Statement in the Uniform Commercial Code Records of the Office of the Secretary of State of the State of Wyoming as follows:

Recording Office	Date of Recording	Instrument Number	Date of Recording of Amendment	Amendment Instrument Number
CAMPBELL	12/09/88	BK 1038 PG 332 (#621649)	03/05/90	BK 1095 PG 417 (#634957)
CROOK	1/209/88	BK 280 PG 204 (#472643)	03/05/90	BK 292 PG 341 (#481301)
JOHNSON	12/09/88	BK 241 PG 597 (#078882)	03/05/90	BK 245 PG 649 (#087855)
LINCOLN	12/09/88	BK 268 PG 107 (#696368)	03/05/90	BK 283 PG 544 (#714386)
SHERIDAN	12/09/88	BK 259 PG 604 (#22404)	8/10/90	BK 272 PG 300 ((#62785)
SUBLETTE	12/09/88	BK 50 PG 135 (#222905)	03/05/90	BK 52 PG 241 (#228126)
SWEETWATER	12/09/88	BK 795 PG 1961 (#1036317)	03/02/90	BK 806 PG 825 (#1062054)
UINTA	12/09/88	BK 551 PG 371 (#R38667)	03/05/90	BK 570 PG 570 (#R44280)
SECRETARY OF STATE	12/09/88	#34624	03/06/90	#90064131D05

EASEMENT

COME NOW MELVIN M. DAVID and TONI ANNETTE DAVID, husband and wife, hereinafter referred to as Grantors, and, in consideration of the payment to them 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, do hereby grant, convey and sell unto DAVID W. FREEMAN and SALLY B. FREEMAN, husband and wife, hereinafter referred to as Grantees, the following described easement:

I. PURPOSE:

The purpose of this easement shall be to drill and operate a well for residential domestic water purposes and to construct and maintain an underground pipeline to convey water from said well to Grantees' property. The easement shall include the right of general access to the well site easement for drilling and maintenance purposes and over and on the pipeline easement for construction and maintenance purposes. This easement is non-exclusive and Grantors reserve the right to the use of the surface of said easement so long as said use does not interfere with Grantees' use thereof.

I. DESCRIPTION:

The easement shall include a parcel of land located in the SE¼SW¼ and the SW¼SE¼ of Section 15; T. 35 N., R. 113 W. of the 6th P.M., Sublette County, Wyoming more particularly described as follows:

> A circular parcel of ground twenty (20) feet in circumference having as its center a point which is located by commencing at the southeast corner of the aforesaid SE¼SW¼ and proceeding westerly along the south boundary of said SE¼SW¼ approximately 523 feet;
> thence, northerly a distance of approximately 544 feet to the said center point;
>
> Together with a parcel of land twenty (20) feet in width having as its center line the above described center point;
> thence easterly a distance of approximately 244 feet;
> thence southerly a distance of approximately 150 feet;
> thence easterly to a point of intersection on the east boundary of the aforesaid SW¼SE¼;
> said point of intersection being located approximately 667 feet northerly from the southeast corner of said SW¼SE¼:

The center point and center line described herein are an existing well and water line respectively and it is the intent of the parties to describe the actual location of said well and water line. In the event the actual location of the well and water line shall vary from the metes and bounds description of the center point and center line described above the actual location shall control.

III. RECLAMATION:

The easement shall be seeded and reclaimed as close to its condition prior to the drilling and construction of the concerned well and water line as is reasonably possible at the expense of Grantees. No road shall be constructed on the easement by Grantees. No part of the easement shall be fenced by Grantees.

230224

RECORDED Sept. 11 AD 90 10:45AM
IN BOOK 57 Misc PAGE 706
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A Cheeney, Deputy

IV. DOMINATE ESTATE:

This easement shall attach to, run with and be appurtenant to Grantees' real property described as:

T. 35 N., R. 113 W. of the 6th P.M., Sublette County, Wyoming;

Sec. 14: W½NW¼, NW¼SW¼
Sec. 15: E½E½

DATED this 8TH day of SEPTEMBER, 1990.

GRANTORS:

Melvin M David
MELVIN M. DAVID

Toni Annette David
TONI ANNETTE DAVID

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Easement** was acknowledged before me by MELVIN M. DAVID and TONI ANNETTE DAVID, this 8TH day of SEPTEMBER, 1990.

WITNESS my hand and official seal.

Mary L Lukefahr
NOTARY PUBLIC

My Commission Expires: 5/17/94.

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 No. 1 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 acutal 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;

230225

RECORDED Sept. 11, 19 90 12:00 P. M.
IN BOOK 57 Misc PAGE 708
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A. Cheeney, deputy

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 V. 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 11th day of September, 1990.

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

710

STATE OF WYOMING

DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

TYPE OR PRINT IN PERMANENT INK — FOR INSTRUCTIONS SEE HANDBOOK

LOCAL FILE NUMBER 01586

DECEDENT

1. DECEDENT—NAME: FIRST VERNON; MIDDLE L.; LAST LOONEY Jr.
2. SEX: MALE
3. DATE OF DEATH: 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: 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 or 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/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

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 (Signature): [signature] NUMBER 337
20b. NAME OF FACILITY: HUDSON'S FUNERAL HOME 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: APTOX, 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 (state facts, investigation and findings) 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 ON: APRIL, 27, 1986
22e. PRONOUNCED DEAD AT: 9:47 A. M

23. REGISTRAR
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: [illegible] Coronary Thrombosis Acute
(b) 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): 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 ----------

MAY 29 1986
8 1986

Date Issued May 8, 1986

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

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

Lawrence J. Cohen, M. D.
State Registrar

Richard O. Hall
Deputy State Registrar

MEMORANDUM OF CONTRACT

TO WHOM IT MAY CONCERN:

On [redacted], 1990, WILLIAM LEE BROOKS, a single man, as Seller, and JAY WILLES, INC., a California corporation, as Buyer, entered into an Agreement for Warranty Deed whereby Seller agreed to sell and Buyer agreed to buy the following described real property, to-wit:

> Lot 5, Swingers Green Subdivision, Sublette County, Wyoming, 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 thereto appertaining;
>
> SUBJECT TO covenants, reservations and restrictions of record;
>
> SUBJECT TO easements and rights of way of record or in use.

in accordance with the provisions, terms, covenants and conditions contained in said Agreement. Said Agreement provides, among other things, that upon Buyer's full payment to Seller of the total purchase price and interest, Seller shall convey the above property to Buyer by a good and sufficient Warranty Deed. Said Agreement also provides that if Buyer fails to make payments in accordance with the terms of the Agreement, or otherwise default thereunder, the Agreement may be terminated at the option of the Seller.

This document is not a contract between the parties and in no way modifies, clarifies, interprets, or affects the Agreement aforesaid. This document is intended as a notice to any concerned party that Seller and Buyer have entered into a written contract relating to the aforesaid property.

Dated this 6th day of Sept., 1990.

SELLER:

Wm. Lee Brooks
WILLIAM LEE BROOKS

BUYER:

JAY WILLES, INC.

By: _____
JAY WILLES

Title: [redacted]

ATTEST:

_____
Secretary

230229

RECORDED Sept. 11 19 90 4:35 P M
IN BOOK 57 Misc. PAGE 712
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF Arizona)
)
COUNTY OF Pima)

The foregoing Agreement was acknowledged before me by WILLIAM LEE BROOKS this 6th day of September, 1990.
Witness my hand and official seal.

OFFICIAL SEAL
SANDRA WOLSLAGEL
Notary Public - State of AZ
PIMA COUNTY
My Commission Expires Mar. 17, 1992

Sandra Wolslagel
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA)

The foregoing Agreement was acknowledged before me by JAY WILLES, as PRESIDENT, of JAY WILLES, INC., this 29th day of August, 1990.
Witness my hand and official seal.

OFFICIAL SEAL
BRUCE J BRASWELL
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. NOV. 5, 1990

Bruce J Braswell
Notary Public

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 12th day of September, 1990, between BILLY E. GEBHART and HELEN GEBHART, husband and wife, as Sellers, and ROGER L. THOMPSON and SUZAN D. THOMPSON, 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 located in Sublette County, Wyoming described as follows:

> Lot Eighty-Five (85), Big Country Ranches, Unit C, Fourth Filing, 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, to easements and rights-of-way of record or in use and to prior mineral reservations of record.
> SUBJECT TO restrictions governing Big Country Ranches Fourth Filing as filed in the office of the Sublette County Clerk on 10/3/78 in Book 34 of Miscellaneous, page 165.
>
> 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 146, Huntsville, UT 84317.

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

DATED this 6 day of September, 1990.

SELLERS:

Billy E. Gebhart
BILLY E. GEBHART

Helen Gebhart
HELEN GEBHART

230244

RECORDED September 12 AD 90 11:50 AM
IN BOOK 57 MISC PAGE 714
FEES $ 6.00 Mary L. Lange COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethanie A. Walker

DATED this 12th day of September, 1990.

BUYERS:

Roger L Thompson
ROGER L. THOMPSON

Suzan D. Thompson
SUZAN D. THOMPSON

STATE OF Wyo)
) ss.
COUNTY OF Laramie)

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

BILLY E. GEBHART and HELEN GEBHART, this 6 day of Sept, 1991.

WITNESS my hand and official seal.

HARRIETT R. MOBERG-NOTARY PUBLIC
County of Laramie — State of Wyoming
My Commission Expires Jan. 23, 1994

Harriett R. Moberg
NOTARY PUBLIC

My Commission Expires:

STATE OF Wyoming)
) ss.
COUNTY OF Albany)

The foregoing **Memorandum of Agreement** was acknowledged before me by ROGER L. THOMPSON and SUZAN D. THOMPSON, this 12 day of September, 1991.

WITNESS my hand and official seal.

Jennifer D. Deforney
NOTARY PUBLIC

My Commission Expires:

7-14-93

230256

AFFIDAVIT

RECORDED Sept. 13 1990 1:35 P M
IN BOOK 57 Misc. PAGE 716
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

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

JOHN FROLICH, JR., of lawful age, being first duly sworn according to law, upon his oath, deposes and says:

1. That Elsie A. Frolich a/k/a Elsie Anna Frolic died intestate at Rock Springs, Sweetwater County, Wyoming, on August 19, 1990.

2. That John Frolich, Jr. and Elsie A. Frolich a/k/a Elsie Anna Frolic were married to each other at Rock Springs, Sweetwater County, Wyoming, on October 11, 1947, and were husband and wife continuously from said date until the death of said Elsie A. Frolich a/k/a Elsie Anna Frolic.

3. That on July 12, 1976, said John Frolich, Jr. and Elsie A. Frolich a/k/a Elsie Anna Frolic, husband and wife, purchased the following-described real property from Fay C. Barger and Anne Barger, husband and wife:

> Lot 76, Block 8, Barger Subdivision, Sublette County, Wyoming, as said subdivision appears on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming; but subject however to the following:
>
> 1. United States patents and all provisions thereof:
>
> 2. Protective covenants appearing at page 459 in Book 28 of the Miscellaneous Records of the office of the Sublette County Clerk of Sublette County, Wyoming;
>
> 3. Easements and rights of way of record or in actual use.

4. That said John Frolich, Jr. and Elsie A. Frolich a/k/a Elsie Anna Frolic, husband and wife, duly and regularly caused the execution and delivery of a Warranty Deed, dated July 12, 1976, in favor of John Frolich, Jr. and Elsie A. Frolich a/k/a Elsie Anna Frolic, husband and wife, as tenants by the entireties with right of survivorship, 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 August 11, 1976, and recorded in Book 18 Deeds, Page 514.

5. That at the time of said purchase and conveyance, and the execution and delivery of said Warranty Deed, said John Frolich, Jr. and Elsie A. Frolich a/k/a Elsie Anna Frolic were husband and wife, and said conveyance was made to them as husband and wife, and created an estate by the entireties in favor of said John Frolich, Jr. and Elsie A. Frolich a/k/a Elsie Anna Frolic, and that they owned and held the title to an undivided one-half interest in said real property as tenants by the entireties continuously from said July 12, 1976, until the death of said Elsie A. Frolich a/k/a Elsie Anna Frolic on August 19, 1990.

6. That said John Frolich, Jr. was the surviving spouse of said Elsie A. Frolich a/k/a Elsie Anna Frolic, and by virtue thereof, said estate by the entireties vested solely in him upon the death of said Elsie A. Frolich a/k/a Elsie Anna Frolic, and that he then became the sole owner in fee simple of an undivided one-half interest in and to the real property hereinbefore particularly described.

7. That this affidavit is made in accordance with the provisions of W.S. Section 34-6-102 (1977), renumbered as W.S. Section 2-9-102 (1977, as amended), 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, Elsie A. Frolich a/k/a Elsie Anna Frolic, certified to by the public authority in which such original death certificate is made of record.

DATED this 11th day of September, 1990.

John Frolich, Jr.

SUBSCRIBED AND SWORN to before me by John Frolich, Jr. this 11th day of September, 1990.

(SEAL)

Notary Public

My Commission Expires: June 28, 1994

STEPHANIE VELIKANEVE
NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING

[redacted] [redacted] [redacted]

STATE OF WYOMING
DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

113 — LOCAL FILE NUMBER

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT INK — FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME FIRST	MIDDLE	LAST	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
ELSIE	ANNA	FROLIC	Female	August 19, 1990

4. SOCIAL SECURITY NUMBER	5a. AGE-Last Birthday (Years)	5b. UNDER 1 YEAR Months	5b. UNDER 1 YEAR Days	5c. UNDER 1 DAY Hours	5c. UNDER 1 DAY Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
520-22-6257	63					February 15, 1927

7a. PLACE OF DEATH (Check only one)

HOSPITAL: ☐ Inpatient ☒ ER/Outpatient ☐ DOA — OTHER: ☐ Nursing Home ☐ Residence ☐ Other (Specify)

7b. FACILITY NAME (If not institution, give street and number)	7c. CITY, TOWN, OR LOCATION OF DEATH	7d. COUNTY OF DEATH
Memorial Hospital of Sweetwater County	Rock Springs	Sweetwater

8. STATE OF BIRTH (If not in U.S.A., name country)	9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify)	10. SURVIVING SPOUSE (If wife, give maiden name)
Wyoming	Married	John Frolic

11. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no)	12a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)	12b. KIND OF BUSINESS OR INDUSTRY
No	Homemaker	Home

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Sweetwater	Rock Springs	1461 Sublette Circle

13e. INSIDE CITY LIMITS? (Specify yes or no)	14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes-if yes, specify Cuban, Mexican, Puerto Rican, Etc.)	15. RACE-American Indian, Black, White, Etc. (Specify)	16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12)	College (1-4 or 5+)
Yes	No ☒ Yes ☐ (Specify)	White	12	

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
Anton		Oblock	Anna		Kokalj

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Mr. John Frolic	Husband

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIPCODE
1461 Sublette Circle	Rock Springs, Wyoming		82901

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY-NAME	20d. LOCATION CITY OR TOWN	STATE
Burial	Aug. 22, 1990	Rest Haven Memorial Gardens	Rock Springs, Wyoming	

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
▶ [signature]	398	Vase Funeral Home	85	154 Elk Street Rock Springs, Wyoming

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

22a. 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] Francis J. Hatch, M.D.

22b. DATE SIGNED (Mo., Day, Yr.)	22c. HOUR OF DEATH
August 19, 1990	11:39A M

22d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)

To be Completed by CORONER Only

23a. 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

23b. DATE SIGNED (Mo., Day, Yr.)	23c. HOUR OF DEATH
August 19, 1990	11:39A M
23d. PRONOUNCED DEAD (Mo., Day, Yr.)	23e. PRONOUNCED DEAD (Hour)
August 19, 1990	11:39A M

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print)
Francis J. Hatch, M.D., Mem. Hosp. Sweetwater Co., Rock Springs, Wyoming 82901

25a. REGISTRAR (Signature) ▶	25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
[signature]	August 20, 1990

CAUSE OF DEATH

26. PART I. Enter the diseases, injuries, or complications that caused death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.

		Approximate Interval Between Onset and Death
IMMEDIATE CAUSE (Final disease or condition resulting in death) ➡	a. Acute Congestive Heart Failure	Minutes
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST	a. DUE TO (OR AS A CONSEQUENCE OF): Coronary Sclerotic Heart Disease	Years
	b. DUE TO (OR AS A CONSEQUENCE OF):	
	c. DUE TO (OR AS A CONSEQUENCE OF):	
	d.	

PART II. OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not related to cause given in PART I

27. AUTOPSY (Specify yes or no)	28. WAS CASE REFERRED TO CORONER (Specify yes or no)
No	Yes

29. MANNER OF DEATH	30a. DATE OF INJURY (Month, Day, Year)	30b. TIME OF INJURY	30c. INJURY AT WORK? (Specify yes or no)	30d. DESCRIBE HOW INJURY OCCURRED
☒ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Could not be Determined		M		
	30e. PLACE OF INJURY-At home, farm, street, factory, office building, etc. (Specify)		30f. LOCATION (Street and Number or Rural Route Number, City or Town, State)	

VR 2-89
1/89 15M

MARGIN RESERVED FOR BINDING

Division of Health and Medical Services - Vital Records Services

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 RECORDS 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 21 day of August 19 90

[signature]

My commission expires on
January 16, 1991

718

RELEASE OF JUDGMENT

WHEREAS, Stephen S. Durish, Receiver of National County Mutual Fire Insurance Company, has obtained a Judgment in the District Court of the 331st Judicial District of Travis County, Texas, No. 456,075 against Robert H. Walker, Defendant (the "Judgment"); and

WHEREAS, the Judgment was filed as a Foreign Judgment in Civil Action No. 5024 on September 5, 1989 in the Ninth Judicial District Court, Sublette County, Wyoming;

NOW THEREFORE, Stephen S. Durish, Receiver of National County Mutual Fire Insurance Company, Plaintiff, hereby releases the lien of the Judgment from all right, title and interest in and to the following described real estate situate in the County of Sublette, State of Wyoming, to-wit:

> Lots 5, 8, 32 and 33, Amended Rim Ranches, Sublette County, Wyoming as set out on that certain Amended Plat recorded August 31, 1979 in Book 35 of Misc., page 635.

The foregoing Release of Judgment shall in no way whatsoever affect any other liens or rights that Stephen S. Durish, Receiver of National County Mutual Fire Insurance Company, may have with respect to the Judgment.

230284 WITNESS my hand this 31st day of August, 1990.

RECORDED Sept. 17 19 90 1:00 P M
IN BOOK 57 Misc. PAGE 719
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Kimberly D. Gardner, for
Stephen S. Durish, Receiver of
National County Mutual Fire
Insurance Company

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me by* Stephen S. Durish, Receiver of National County Mutual Fire Insurance Company, this 31st day of August, 1990.

Witness my hand and official seal.

JUDITH P. FENDER
Notary Public, State of Texas
My Commission Expires 10/15/91

Judith P. Fender
Notary Public

My Commission Expires:
10-15-91

* by Kimberly D. Gardner, for Stephen S. Durish,

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

SUBLETTE COUNTY, WYOMING

IN THE MATTER OF THE ESTATE OF FRANK W. TYLER, Deceased	Probate No. 1323

FILED
BY
SEP 11 1990
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

FINAL DECREE OF DISTRICT

THIS MATTER comes on for hearing before the Court on the 30th day of August, 1990, on the Final Report, Accounting and Petition for Distribution as presented to the Court on behalf of the Personal Representative of the above captioned estate, and the Court, having reviewed the Court file of record herein and being duly advised in the premises, finds that the Personal Representative has duly and timely served notice of this hearing upon all interested parties in accordance with the Order of this Court, and that the Court has full and complete jurisdiction over the subject matter and all interested parties, and therefore this matter should proceed on to final hearing and determination on the merits.

230308

RECORDED Sept. 18 AT 10:45 AM
IN BOOK 57 Misc. PAGE 720
FEES Clerk's Office COUNTY CLERK
SUBLETTE COUNTY WYOMING
by: Joann Kelley

This matter proceeding on to final hearing and determination, the Court notes that no objections have been filed, in writing or orally, to said Final Report, Accounting and Petition for Distribution. The Court specifically finds that each and all of the statements made in the said Final Report, Accounting, and Petition for Distribution are true and correct; that that the accounting attached thereto is true and correct; that the conduct of the Personal Representative in the administration of this estate as reflected in said report is in accordance with the law and the prior Orders of this Court; that no inheritance tax or estate tax is chargeable against the estate and that the

filing of a receipt should be excused; that the administration of said estate is fully and finally concluded and that said estate is ready for distribution, and that, therefore, order should be entered at this time fully and finally approving, ratifying and confirming the Final Report, Accounting and Petition for Distribution, and all doings of the Personal Representative in the premises; and that decree should be entered providing for the full and final distribution of this estate, and the closing thereof.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED as follows:

1. That the Final Report, Accounting and Petition for Distribution be and the same hereby is fully and finally ratified, confirmed and approved, and all of the doings of the Personal Representative in the premises be and the same are hereby fully and finally approved.

2. That the Personal Representative shall proceed to make final distribution of all assets of this estate now in her hands, and that all of the assets of the estate which are in the hands of the Personal Representative for distribution are hereby declared to be the sole property of and are hereby set over to and vested absolutely in the following named Distributees in the shares set forth below:

Alan Tyler	$10,000.00 cash bequest.
Larry Wayne Hubbard	Forgiveness of installment contract and promissory note executed by Larry Wayne Hubbard in October, 1986, in the original principal amount of $125,000.00, and payable to the decedent.
Linda Hubbard	Life estate for her natural life in and to all real property of the estate, so long as she timely pays all taxes and assessments charged against said real property, with remainder over to her children surviving her, and if none, to Larry Wayne Hubbard, and if he does not survive her, to the heirs at law of Frank W. Tyler to be determined at the date of death of Linda Hubbard.

Children of Linda Hubbard who survive her	Remainder interest in and to all real property of the estate, with the provision that should Linda Hubbard die prior to January 1, 1999, said interest shall pass to the testamentary trustee named in the Will of Frank W. Tyler, in trust for the benefit of said children until such date.
Linda Hubbard	The rest, residue and remainder of the estate,

which assets include the following described real property:

T 33 N, R 110 W of the 6th P.M.
Section 10: SW¼SE¼
Section 15: W½NE¼, NW¼, N½SW¼

T 34 N, R 110 of the 6th P.M.
Section 22: SW¼SE¼
Section 26: ALL
Section 27: E½, E½SW¼, SE¼NW¼, W½NE¼NW¼, SE¼NE¼NW¼, excepting any part lying within the Tyler Subdivisions
Section 34: N½NE¼, NE¼NW¼, excepting any part lying within the Tyler Subdivisions
Section 35: N½N½, excepting any part lying within the Tyler Subdivisions

T 37 N, R 110 W of the 6th P.M.
Section 10: SE¼SE¼
Section 15: E½NE¼, SW¼, N½SE¼, SW¼SE¼
Section 21: NE¼, E½NW¼, SW¼NW¼, NE¼SE¼
Section 22: SW¼NW¼, NW¼SW¼

In making such distributions the Personal Representative shall execute and deliver such assignments and negotiations and like instruments that shall be necessary or appropriate to effectuate said distribution.

3. That any and all after-discovered property of whatsoever nature and wherever located, if any there be, shall be and the same hereby is distributed and set over to the foregoing Distributees in the shares and in the manner set forth in this Decree of Distribution.

4. That when the Personal Representative has completed the distribution of all estate assets, as ordered herein, with all documentation necessary with respect thereto, the Personal

Representative shall file with the Court her Petition for Discharge.

DATED this 10th day of September, 1990.

BY THE COURT:

D. TERRY ROGERS
District Court Judge

THE STATE OF WYOMING
COUNTY OF SUBLETTE

I, MARILYN [illegible], CLERK OF THE NINTH JUDICIAL DISTRICT COURT IN AND FOR SAID COUNTY AND THE STATE AFORESAID DO HEREBY CERTIFY THE FOREGOING IS A FULL, TRUE AND COMPLETE COPY.

SUBLETTE COUNTY

BILL OF SALE

KNOWN ALL MEN BY THESE PRESENTS that DONALD E. RAMSEY and EVELYN C. RAMSEY, as Grantors, for and in consideration of the sum of Ten and NO/100 ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, transfer and convey unto GEORGE PALMER and SHEILA PALMER, Grantees, the following described personal property as set out in Exhibit "A" as attached hereto and incorporated herein as if set forth in full, said personal property being located on a portion of Block Six (6), Cooley First Addition to the Town of Pinedale, Sublette County, Wyoming.

To have and to hold the same to said Grantees, their heirs, executors, administrators and assigns, forever.

DATED this 31st day of _____, 1989.

GRANTORS:

DONALD E. RAMSEY

EVELYN C. RAMSEY

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Bill of Sale** was acknowledged before me by DONALD E. RAMSEY and EVELYN C. RAMSEY this 31st day of August, 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 12/12/90

230320

RECORDED Sept. 19 '90 3:20 P.M.
IN BOOK 57 Misc. PAGE 724
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Mary Riley

EXHIBIT "A"

1 building
35 menus and covers
garbage cans
10 tables
2 table tops with bases
1 coffee table
1 syrup machine
4 roof swamp coolers
1 stainless sandwich bar
5 round flower barrels
5 hanging outdoor baskets
38 chairs
box of extra chair pads
13 napkin holders
13 sugar shakers
13 salt & pepper shakers
assorted silverware
6 steak platters
35 platters
19 plates (round)
28 sandwich plates
assorted steak knives
assorted cooking spoons
2 stainless spatulas
assorted whips
2 tongs
6 large aluminum bowls
4 small aluminum bowls
2 fans
2 reach in refrigerators
5 freezers (3 chest, 2 upright)
1 walk in cooler
1 dishwasher with tables
1 doughnut machine with table
2 stainless table
1 butcher block
2 microwaves
1 alto sham
1 stove with oven
assorted pie pans
assorted bowls
assorted pitchers
1 colander
2 graters
1 soup machine
1 deep fryer with 2 baskets
1 grill
1 steam table
assorted steam table pans
assorted bread loaf pans
assorted fry pans
1 pressure cooker
5 potted plants
1 neon sign
3 message boards
85 coffee mugs
10 syrup pitchers
7 large hot syrup servers
5 hot chocolate mugs
22 small mugs
1 U shaped counter
9 counter stools
assorted pots and pans
approximately 80 water glasses
assorted kitchen silverware
3 kitchen stainless sinks
1 pressure rinse hose
1 drain table
6 kitchen floor mats
3 orange bathroom chairs
6 restaurant window curtains
2 gas heaters
1 Blaze King wood stove
2 stainless dish carts
6 plastic dish trays
2 plastic silverware trays
2 pie slice markers
assorted pie spatulas
assorted kitchen knives
1 tea rack
2 vacuums
2 push brooms
5 clip on high-chairs
3 booster chairs
1 chef's helper-grill storage rack
assorted stainless wells
1 water heater
lights & fixtures
1 hand sink
1 lettuce chopper
1 stainless work table with wood top
1 stainless electric slicer
1 french fry cutter
2 stainless commercial can opener
3 baking trays
5 banquet trays
3 waitress trays
6 glass trays
6 coffee servers
7 stainless tea pots
16 creamers
1 toothpick holder
2 cash registers
1 chest for register
2 coffee cans
4 malt mixers
2 malt cans
1 soft serve ice cream machine
1 Kitchen Aid mixer
1 hand mixer
2 muffin tins
assorted cookie sheets
2 cake stands with hoods
1 cigarette machine
3 plastic commercial blinds
1 ice machine
1 water server with ice well
6 glass coffee pots
55 pie dishes
48 vegetable dishes
14 pot pie dishes
48 assorted bowls
26 soup cups
10 cracker baskets
3 vinegar & oil suits
2 waste baskets for dish trays
3 restaurant waste baskets
18 assorted water pitchers
13 table sign holders
20 ketchup & mustard containers
11 stainless ice cream sundae bowls

25 salad dishes
10 wooden salad bowls
25 ash trays
1 commercial toaster
1 stainless milk cabinet
25 small black salad bowls
1 wood knife holder
1 rubber knife holder
1 small mirror
1 syrup well with cans and tops
2 stock pots
1 mop bucket with squeeze
1 mop
1 electric sign in store room
1 stainless shelf
1 hamburger press
1 set scales
1 timer
1 yellow coffee pot
1 glass washer
1 stainless electric bun warmer
4 dishwasher trays
2 fire extinguishers
Use of the business name "Wrangler Cafe"

All consumable inventory of the Wrangler Cafe

The above described personal property is located on a portion of Block Six (6), Cooley First Addtion to the Town of Pinedale, Sublette County, Wyoming.

727

RECORDED Sept. 21 19 90 1:32 P M
IN BOOK 57 Misc. PAGE 727
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Kelly

RETURN TO
Lloyd G. McAlister
P. O. Box 3735
Edmond, Oklahoma 73083
(405) 359-0701

230344

MEMORANDUM OF TRUST

KNOW ALL MEN BY THESE PRESENTS THAT:

1. In consideration of Ten Dollars ($10.00) and other good and valuable considerations, Ted C. Reisig, a single person, of Shattuck, Ellis County, Oklahoma, on the 18th day of September, 1990, granted and conveyed to Ted C. Reisig, Trustee of the Ted C. Reisig 1989 Revocable Trust under Agreement dated the 22nd day of May, 1989, all the grantor's interest in the following described real property located in Sublette County, State of Wyoming, to-wit:

Unitized land and serial number W-69890
Lots 1, 2, 3, 4, W/2 E/2, W/2, Sec. 36, T. 30 N., R. 115 W., 6th PM, Sublette County, Wyoming

which conveyance is recorded in Book 86 OG, Page 682, of the Records of the County Clerk of Sublette County, Wyoming.

2. Section 2.01 relating to appointment of the Trustee and Successor Trustee of said Trust provides as follows:

"2.01 Appointment of Trustee and Successor Trustee. Ted C. Reisig is hereby designated as Trustee of this trust. If Ted C. Reisig shall fail to qualify, resign or be unable to continue as Trustee for any reason, then Jon Reisig shall serve as successor Trustee of this trust. If the aforementioned persons shall fail to qualify, resign or be unable to continue as Trustee for any reason, then Karen Reisig shall serve as successor Trustee of this trust. If the aforementioned persons shall fail to qualify, resign or be unable to continue as Trustee for any reason, then First Interstate Bank of Oklahoma City, N.A. shall serve as successor Trustee of this trust."

3. Section 2.03 relating to the powers of the Successor Trustee of said Trust provides as follows:

"2.03 Powers of Successor Trustee. Any successor Trustee shall have, from and after appointment or succession to office hereunder and without any assignment or action by any person, all the title, rights, interests and powers, including discretionary rights and powers which are by the provisions of this Agreement granted to and vested in the predecessor Trustee."

4. Section 2.04 relating to incapacity of the Trustee of said Trust provides as follows:

"2.04 Incapacity of Trustee. Any individual acting in a fiduciary capacity shall be considered unable to act if adjudicated incapacitated or partially incapacitated such that such individual is unable to fulfill the fiduciary duties or if a doctor familiar with his or her physical and mental condition certifies in writing that such individual is unable to give prompt and intelligent consideration to business matters."

5. Section 6.02 relating to the reliance by third parties on the Trustee's authority of said Trust provides as follows:

"6.02 Reliance by Third Parties on Trustee's Authority. No person, firm or corporation dealing with the Trustee with reference to any of the trust assets, if acting in good faith, shall be required to

ascertain the authority of the Trustee, nor to see to the performance of the Trustee's duties, nor to be responsible in any way for the proper application of funds or properties paid or delivered to the Trustee for the account of the trusts, but, if acting in good faith, such person, firm or corporation may deal with the Trustee as though the Trustee were unconditional owner of the trust assets."

6. From and after the filing of an affidavit of a successor trustee as Successor Trustee reciting the facts establishing the events causing a succession of trustee, and the fact of acceptance of duties by such Successor Trustee, all persons shall be entitled to deal with such Successor Trustee as Trustee of the Ted C. Reisig 1989 Revocable Trust under Agreement dated the 22nd day of May, 1989.

In Witness Whereof, the parties have executed this Memorandum this 18th day of September, 19__.

Ted C. Reisig

SETTLOR

Ted C. Reisig

TRUSTEE

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 18th day of September, 1991, by Ted C. Reisig.

Phyllis B. Murphree
Notary Public

My Commission Expires:

March 18, 1994

[SEAL]

438MOT.WYO

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 18th day of September, 1990, by Ted C. Reisig Trustee of the Ted C. Reisig 1989 Revocable Trust under Agreement dated the 22nd day of May, 1989.

Phyllis B. Naughten
Notary Public

My Commission Expires:

March 10, 1994

[NOTARIAL SEAL]

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

WITHIN AND FOR SWEETWATER COUNTY, WYOMING

IN THE MATTER OF THE ESTATE OF WILLIAM THOMAS GATTI, ALSO KNOWN AS WILLIAM T. GATTI, DECEASED.	))))	Probate No. P90-40

FILED

SEP 18 1990

DONALD A BROWN CLERK OF COURT

DEPUTY CLERK

DECREE OF FINAL SETTLEMENT OF ACCOUNT AND ORDER OF DISTRIBUTION

Josephine Gatti, executrix of the estate of William Thomas Gatti, deceased, having heretofore rendered and filed herein a full account and report of her 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 William Thomas Gatti, deceased, died testate on May 14, 1990, at Rock Springs, Sweetwater County, Wyoming, and left estate in the County of Sweetwater, State of Wyoming, consisting of real and personal property.

2. That on May 25, 1990, after due proof, this Court made and entered an order admitting the last will and testament of said deceased for probate and appointing petitioner as executrix of said estate; and that petitioner thereafter duly qualified as such executrix, immediately entered upon the administration of said estate, and has ever since continued to administer the same.

3. That said account is in all respects true and correct; that all claims and debts against said deceased, all taxes against said estate, and all debts, expenses and charges of administration, and inheritance and federal estate taxes, have been fully paid and discharged; that said estate is now ready for distribution and in condition to be closed; and that since the filing of said account, the executor has received and expended the following amounts:

R E C E I P T S

Date 1990	Payor and Item	Amount
9/5	Truck Insurance refund	49.30
9/11	Sale of shotgun	150.00
9/17	Omega insurance refund	41.58
	Total Receipts to Date	$240.88

D I S B U R S E M E N T S

Date 1990	Payee and Item	Amount
9/17	Gary M. Greenhalgh - attorney fees	$2,693.84
9/17	Gary M. Greenhalgh - costs	505.26

230346

RECORDED Sept. 21 '90 2:10 P

IN BOOK 57 Misc. PAGE 730

FEES $ 1.00 Mary L. Lankford COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By: Mary Riley

730

9/17	Josephine Gatti - executrix fees	2,693.84
	Total Disbursements to Date	$5,892.94

RECONCILIATION OF CASH

Cash on Hand in Accounting	$40,484.25
Receipts to Date	240.88
	$49,725.13
Disbursements to Date	-5,892.94
Cash on Hand for Distribution	$34,832.19

4. That said executrix and her attorney have rendered and performed services for and in connection with said estate for which they are entitled to compensation, as provided by law; and that said executrix and attorney fees have been set by a previous order of this Court.

5. That said William Thomas Gatti, deceased, left the following person surviving him, as his sole heir at law:

Haylee Rae Gatti, Daughter
1301 Raindance Drive
Rock Springs, WY 82901

6. That the Last Will and Testament of William Thomas Gatti, deceased, admitted to probate herein, provides, among other things, as follows:

> "*** SECOND: If my daughter, Haylee Rae Gatti, shall survive me, I hereby give, devise and bequeath to my Trustees, or their successors, all of the rest, residue and remainder of my property, real, personal and mixed, of whatsoever kind and wheresoever situate, IN TRUST, NEVERTHELESS, to manage and distribute as follows:
>
> (a) The Trustees shall pay from the net income and principal of the trust such amount or amounts as are necessary, in the sole discretion of said Trustees, for the support, maintenance and education of my daughter, Haylee Rae Gatti, in the manner to which she has become accustomed and such amount or amounts as are necessary to maintain my said daughter in good health, for, during and until my said daughter attains twenty-five years of age or receives the equivalent of a bachelor's degree from a college, university or similar institution of higher education, whichever first occurs;
>
> (b) When my said daughter attains twenty-five years of age, or receives the equivalent of a bachelor's degree from a college, university or similar institution of higher education, whichever first occurs, then my Trustees shall distribute and pay over the remaining principal and undistributed income to my said daughter absolutely to have and to hold the same unto herself, her heirs and assigns forever;
>
> (c) If my said daughter survives me but does not attain twenty-five years of age or receive the equivalent of a bachelor's degree, as above provided, then on the death of my said daughter, my Trustees shall distribute the then remaining principal and undistributed

income to my said daughter's issue, per stirpes; or failing such issue, the remaining principal and undistributed income shall be paid over and distributed absolutely to my heirs;

(d) The interest of each beneficiary in the income and principal of the trust shall be free from the control or interference of any creditor of a beneficiary or any spouse of a married beneficiary and shall not be subject to attachment or susceptible of anticipation or alienation; and

***

THIRD: I do hereby name, constitute and appoint my parents, Joe P. Gatti and Josephine Gatti, as Trustees of the trust created under this Last Will and Testament; provided, however, if either my father, Joe P. Gatti, or my mother, Josephine Gatti, shall predecease me, fail to qualify as Trustee, or, having qualified, shall die, resign or become incapacitated, then and in that event, I hereby direct that the survivor of them shall serve as sole Trustee. ***"

7. That Joe P. Gatti predeceased William Thomas Gatti, and by virtue of the terms of the Last Will and Testament of William Thomas Gatti, Josephine Gatti is to serve as Trustee of the estate of Haylee Ray Gatti.

8. That pursuant to the provisions of said Last Will and Testament, said estate should be paid, distributed and set over to the following in the particulars and in the proportions hereinafter set forth, to have and to hold the same pursuant to the provisions of the Last Will and Testament of William Thomas Gatti:

Name of Legatee	Share of Residue
Josephine Gatti, TRUSTEE, IN TRUST for Haylee Rae Gatti	All

9. That the assets of said estate remaining in the hands of the executrix consist of the following:

REAL PROPERTY:

(a) Lot numbered Four (4), in Block numbered Eight (8), Barger Subdivision, Sublette County, Wyoming.

(b) Lot numbered Two (2), in Block numbered Eight (8), Barger Subdivision, Sublette County, Wyoming.

PERSONAL PROPERTY:

(a) Cash in the amount of $34,832.19

(b) 450 common shares of Pacificorp, an Oregon corporation, represented by:

Certificate No. STD 46330 for 225 shares
Certificate No. PCD 298848 for 100 shares

Certificate No. PC/D 182310 for 25 shares
Certificate No. PCD 244990 for 100 shares

all in the name of William T. Gatti.

(c) Miscellaneous household furniture, furnishings and fixtures.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that said final account of the executrix be, and the same is hereby, settled, allowed and approved, and that the above-described assets be, and the same are hereby, distributed, granted, conveyed and set over to Josephine Gatti in Trust for the benefit of Haylee Rae Gatti, to have and to hold the same pursuant to the provisions of the Last Will and Testament of William Thomas Gatti, deceased.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the executrix 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 executrix and her sureties be fully and finally released from their duties as such executrix and sureties.

DONE IN OPEN COURT this 18th day of September, 1990.

/s/ Dan Perkins
JUDGE

COUNTY OF WYOMING
I hereby certify the foregoing to be a true and correct copy of the original on file and of record in my office this 19th day of Sept. 1990.
Clerk of the District Court
Within and for the County of Fremont
State of Wyoming
By [illegible] Deputy

IN THE DISTRICT COURT OF SUBLETTE COUNTY, WYOMING
NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE)
)
OF)
)
INZA MATER RICE, Deceased.)

Probate No. 1355

FILED
BY: [signature]
SEP 24 1990
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

ORDER

On this 24th day of September, 1990, the above matter comes on for hearing before the Court, pursuant to prior assignment and Order, on the Petition of William H. Twichell, seeking to have probate proceedings conducted in the District Court of Iowa in and for Polk County in the estate of the above-named decedent admitted in this Court as a probate of said estate by this Court, and the Court having reviewed the file of record herein and being duly advised in the premises, makes the following:

FINDINGS OF FACT

1. That the certified copies of the proceedings had in the District Court of the State of Iowa in and for Polk County, as filed with the aforesaid Petition, are sufficient and in accordance with the requirements of W.S. 2-11-201.

2. That the aforesaid decedent died seized of certain assets located in the County of Sublette, State of Wyoming.

3. That said assets were not in excess of a value of $30,000.00 at the date of death of the decedent.

4. That due and proper notice of these proceedings has been given, in accordance with W.S. 2-11-201, and proof thereof by Affidavit of Publication is on file of record herein.

5. That there is on file of record herein a Certificate Showing No Inheritance Tax Due, as issued by the Inheritance/Estate Tax Administrator of the Inheritance Tax Department of the State of Wyoming.

6. That no objections, written or oral, have been presented to the Court by any creditor of the decedent, or by any other party whomsoever, to the admission of the aforesaid probate proceedings to record in this Court.

Based upon the aforesaid, the Court makes the following:

230413

RECORDED Sept. 27 19 90 3:00 P M
IN BOOK 57 Misc. PAGE 734
FEES $ 14.00 May L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: [signature] Dep.

734

CONCLUSIONS OF LAW

1. That the Court has full and complete jurisdiction over the subject matter and all interested parties in this cause.

2. That the file of record herein is complete and meets all the requirements of W.S. 2-11-201 for the relief prayed for in the Petition.

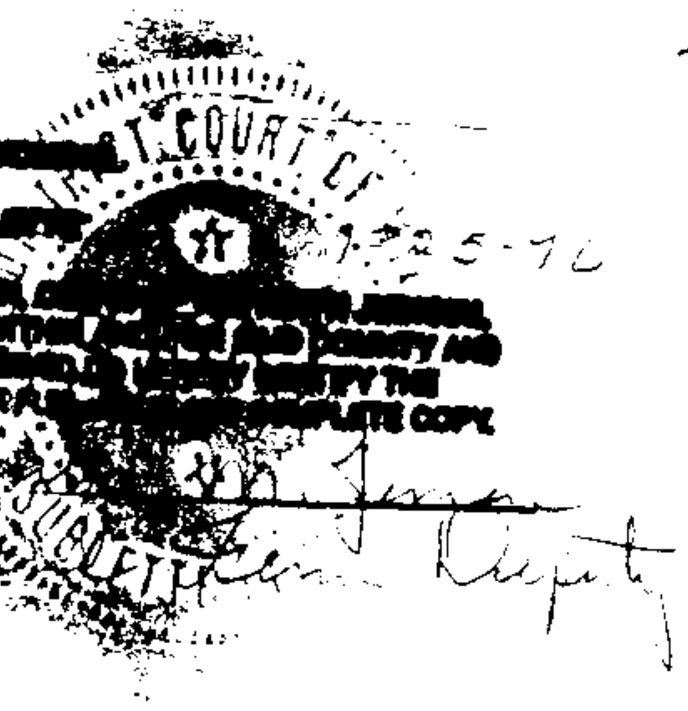
3. That the Petitioner is entitled to relief as prayed for in the Petition heretofore filed herein.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the certified copies of the proceedings in the estate of the above named decedent had and conducted in the District Court of the State of Iowa in and for Polk County, as filed with Petitioner's Petition herein, be and the same hereby are admitted to record in this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said certified copies shall from this day forward be considered and treated as original proceedings in this Court, and shall be conclusive evidence of the facts therein shown.

JUDGE



IN THE IOWA DISTRICT COURT FOR POLK COUNTY

IN THE MATTER	:	PROBATE NO. 56-26976
OF THE ESTATE OF	:	ORDER OF FINAL SETTLEMENT
INZA MATER RICE, Deceased	:	

NOW on this 22nd day of May, 1990, this matter coming on for hearing in its regular order on call of the calendar, upon the Final Report and Application of the Executrix for final accounting and discharge, and it appearing to the Court that the Final Report of the Executrix is on file; that final accounting has been made and verified and approved by the referee; that no objections have been filed; that all other persons interested, being of full age and competent, have waived notice in writing or have had due and legal notice of this hearing and that proof thereof has been filed in this Court; and this Court has jurisdiction:

WHEREFORE, this matter proceeds to final hearing and the Court having examined the record, heard the evidence, and being fully advised in the premises, finds:

1. The Executrix has duly filed inventory and published notice of her appointment and notice of the admission of the will to probate as provided by law, and that more than four months have elapsed since the publication of such notice.

2. The expenses of last illness, burial and funeral of the decedent have been paid; that all her just debts and all claims filed in this estate have been paid or otherwise disposed of; and that the expenses of administration have been paid.

3. That the will of the decedent dated the 29th day of November, 1979, was duly admitted to probate on the 5th day of January, 1989, no contest of said will was filed within the four months limitation, and said will is now established as the true Last Will and Testament of the decedent.

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4. All legacies and bequests in said will have been paid and the Executrix has complied with the provisions of the will in all respects.

5. All of the personal property in the possession of this Executrix under the laws of this state which remained undisposed of during the administration of this estate has been delivered to the distributees or to the devisees entitled to same, except the money on hand for final distribution.

6. That the undivided one-fourth (¼) interest in real estate described as:

Lots 9 and 10, Block 18, C.P. MacGlashen First Addition to the Town of Big Piney, Sublette County, Wyoming,

which is located in the State of Wyoming, is hereby distributed an undivided one-half to each, Shirley Rice MacLafferty and James L. Rice.

7. There are no inheritance, income, estate, or personal property taxes due from this estate or from the Executrix herein, and all the statutory requirements pertaining to taxes have been complied with.

8. Notice has been given of the probating of this estate to all known or reasonably ascertainable heirs, devisees, legatees, beneficiaries and creditors who will not or have not been paid in full during the administration of this estate.

9. That the Executrix has made a complete and true accounting, has properly administered this estate in accordance with law, the provisions of decedent's will, and the orders of this Court; and the reports and accounting of the Executrix should be approved and upon the Executrix making distribution of the balance on hand as hereinafter Ordered that thereupon the said Executrix shall stand discharged and the estate closed.

10. The Executrix has paid $ 409.23 for Court Costs and $ 170.25 CPA fees since her last accounting attached to the final report.

WHEREFORE, IT IS ORDERED AND ADJUDGED BY THE COURT:

I. The expenses of last illness, burial and funeral of the decedent and all her just debts and claims filed in this estate and the expenses of administration have all been paid.

II. The will of the deceased dated the 29th day of November, 1979, was duly admitted to probate on the 5th day of January, 1989, and no contest thereof was filed within the four months limitation, and said will is now established as the true Last Will and Testament of the deceased.

III. The Executrix has paid all the legacies and bequests in said will and has in all respects complied with the provisions of the will.

IV. The personal property remaining in the possession of the Executrix has, as provided by law, been delivered to the proper distributees or the devisees entitled thereto, except the money on hand for final distribution.

V. The undivided one-fourth (¼) interest in real estate described as:

Lots 9 and 10, Block 18, C.P. MacGlashen First Addition to the Town of Big Piney, Sublette County, Wyoming,

which is located in the State of Wyoming, is hereby distributed an undivided one-half to each, Shirley Rice MacLafferty and James L. Rice.

VI. There are no inheritance, estate, income, or personal property taxes due from this estate or from the Executrix, and all statutory requirements pertaining to taxes have been complied with.

VII. Notice has been given of the probating of this estate to all known or reasonably ascertainable heirs, devisees, legatees, beneficiaries and creditors who will not or have not been paid in full during the administration of this estate.

VIII. The intermediate reports, the final report and the accounting of the Executrix herein be and they are hereby approved and confirmed; the acts of this Executrix be and they are hereby ratified and the conduct of this estate by the Executrix is in all respects hereby approved and confirmed.

IX. The Executrix of this estate is therefore ordered to pay Van Werden, Hulse & Hefner, the sum of $ 986.00 as extraordinary fees and distribute the remaining balance to Shirley Rice MacLafferty and James L. Rice, and upon the said Executrix making

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distribution and filing receipts from said distributees in this Court, that thereupon the said Shirley Rice MacLafferty will stand discharged from further duty and responsibility as Executrix of this estate and her bonds released and the sureties thereon discharged and this estate will then be finally settled and closed.

Richard D Wilson

JUDGE, STATE COURT OF IOWA

READ AND APPROVED
5-22-90
Ruth B. Klotz

230426

AFFIDAVIT

RECORDED Sept. 28 1990 11:00 A M
IN BOOK 57 Misc. PAGE 740
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

JOHN S. MACKEY being first duly sworn upon his oath, according to law, deposes and says:

1-

That he is the attorney for KEY BANK OF WYOMING, 120 West Pearl, Jackson, Wyoming;

2-

That said bank holds real estate mortgage as follows:

(a) real estate mortgage dated the 29th day of April, 1987,

in which mortgage ROGER DAVENPORT and STELLA F. DAVENPORT of Pinedale, Wyoming, appear as mortgagors and FIRST WYOMING BANK - BIG PINEY, 440 Budd Avenue, Big Piney, Wyoming, appears as mortgagee, and mortgaging the following-described land and real estate situate in the County of Sublette and State of Wyoming, to-wit:

a tract of land in the S/2 SE/4 of Section 32, T. 34 N., R. 109 W., 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at the southwest corner of said S/2 SE/4, thence proceed N.00°55'45"W., along the west line of said S/2 SE/4, a distance of 298.00 feet to a point;

thence S.89°53'41"E., and parallel to the south line of said S/2 SE/4, a distance of 300.00 feet to a point;

thence S.00°55'45"E., and parallel to the west line of said S/2 SE/4 a distance of 298.00 feet to a point;

thence N.89°53'41"W., along the south line of said S/2 SE/4, a distance of 300.00 feet to the point of beginning;

TOGETHER WITH all the improvements on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and fixtures which are a part of the property;

(b) that said mortgage was recorded on the 1st day of May, 1987, in the office of the County Clerk of Sublette County, Wyoming, in Book 47 of Mortgages, page 544;

3-

That the aforesaid mortgage secures payment of the following-described promissory note, to-wit:

(a) promissory note dated the 29th day of April, 1987, promising payment of the principal sum of $62,200 unto FIRST WYOMING BANK - BIG PINEY, 440 Budd Avenue, Big Piney, Wyoming, and the interest thereon accruing at 10.191% per annum, said principal sum together with interest to be paid in eight annual installments each in amount of $11,392.41 commencing on the 1st day of January, 1988, and continuing thereafter and the final payment of the entire unpaid balance of principal and interest to be due on the 1st day of January, 1995, said promissory note made and executed by ROGER DAVENPORT and STELLA F. DAVENPORT; and

(b) modification agreement of said promissory note made and executed by ROGER DAVENPORT and STELLA F. DAVENPORT on the 14th day of June, 1988, under which the principal sum of said promissory note, $62,200, together with interest thereon accruing , is made payable at maturity on the 30th day of September, 1989;

4-

That payment of the aforesaid promissory note, as modified, is a condition of the said mortgage and default has occurred in the performance of said condition in that said note, as modified, was not paid when due on the 30th day of September, 1989, and therefore the power of sale contained in said mortgage did, by reason of said default, become operative and the holder of said note and mortgage is entitled to and has determined to foreclose the said mortgage by advertisement and sale of the above-described real estate and premises and to pay out of the proceeds of said sale the costs and expenses of the foreclosure sale and all sums due upon the aforesaid mortgage and to pay the surplus therefrom unto the mortgagors hereinabove named, i.e., ROGER DAVENPORT and STELLA F. DAVENPORT, or to their legal representative;

5-

That the aforesaid ROGER DAVENPORT and STELLA F. DAVENPORT are the record owners of the above-described mortgaged premises and that

written notice of intent to foreclose the aforesaid mortgage by advertisement and sale was served upon each of them by certified mail with return receipt, mailed to said ROGER DAVENPORT and to said STELLA F. DAVENPORT, on the 21st day of August, 1990, to the last known address of ROGER DAVENPORT as follows, to-wit:

ROGER DAVENPORT
9770 Summerfield Road
Temperance, Michigan 48182,

and to the last known address of STELLA F. DAVENPORT as follows, to-wit:

STELLA F. DAVENPORT
9770 Summerfield Road
Temperance, Michigan 48182

That MILT HIGGINS is in possession of the above-described mortgaged premises and that written notice of intent to foreclose the aforesaid mortgage by advertisement and sale was served upon him, the said MILT HIGGINS, by certified mail, with return receipt, mailed to said MILT HIGGINS on the 21st day of August, 1990, at the last known address of said MILT HIGGINS as follows, to-wit:

MILT HIGGINS
P. O. Box 553
Pinedale, Wyoming 82941

That the notices aforesaid were mailed to ROGER DAVENPORT, STELLA F. DAVENPORT, and MILT HIGGINS at least 10 days prior to the commencement of publication of notice of sale which said publication was commenced on the 6th day of September, 1990;

6-

That no suit nor proceeding has been instituted at law to recover the debt yet remaining to be paid and secured by the aforesaid mortgage or any part thereof;

7-

That this affidavit satisfies the requirements of Section 34-4-103(iv), Wyoming Statutes, 1977, July 1990 Pamphlet;

8-

That notice of foreclosure of the aforesaid mortgage by sale of the above-described real estate has been given by publication of notice in the Pinedale Roundup, a newspaper printed and published at Pinedale in the County of Sublette and State of Wyoming and that said notice was published in said newspaper on the 6th, 13th, 20th and 27th days of September, 1990, and that attached hereto and made a part hereof is the affidavit of the publisher of said newspaper as proof of said publication.

JOHN S. MACKEY

Subscribed and sworn to before me this 27th day of September 1990.

FAYE HAMMONS - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Nov. 22, 1991

Notary Public

My commission expires: 11/22/1991

TION

LEGAL NOTICES

NOTICE OF MORTGAGE FORECLOSURE SALE

WHEREAS the power of sale in the real estate mortgage hereinafter described and recorded as hereinafter set forth, being now operative by reason of default in the payment of the indebtedness secured thereby, KEY BANK OF WYOMING, 120 West Pearl, Jackson, Wyoming, as the holder of said real estate mortgage, DOES HEREBY GIVE NOTICE THAT:

1- the names of the mortgagors in said mortgage are ROGER DAVENPORT and STELLA F. DAVENPORT;

2- the name of the mortgagee in said mortgage is FIRST WYOMING BANK - BIG PINEY, which was organized and existing under the laws of the United States of America, and whose address was 440 Budd Avenue, Big Piney, Wyoming 83113 and that KEY BANK OF WYOMING, 120 West Pearl, Jackson, Wyoming, is the assignee and holder and owner of said mortgage;

3- that the said real estate mortgage is dated the 29th day of April, 1987, and was recorded on the 1st day of May, 1987, in the office of the County Clerk of Sublette County, Wyoming, in Book 47 of Mortgage Records, page 544;

4- that the amount due on said mortgage on the date hereof is $36,185.32;

5- that the mortgaged real estate is described as follows:

a tract of land in the S/2 SE/4 of Section 32, T. 34 N., R. 109 W., 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at the southwest corner of said S/2 SE/4, thence proceed N.00°55'45"W., along the west line of said S/2 SE/4, a distance of 298.00 feet to a point;

thence S.89°53'41"E., and parallel to the south line of said S/2 SE/4, a distance of 300.00 feet to a point;

thence S.00°55'45"E., and parallel to the west line of said S/2 SE/4 a distance of 298.00 feet to a point;

thence N.89°53'41"W., along the south line of said S/2 SE/4, a distance of 300.00 feet to the point of beginning;

TOGETHER WITH all the improvements on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and fixtures which are a part of the property;

6- That said mortgage will be foreclosed by sale of said real estate at the hour of 11:00 o'clock in the forenoon of the 28th day of September, 1990, at public vendue, to the highest bidder for cash, at the front door of the Sublette County Courthouse at Pinedale, Wyoming, by the Sheriff of Sublette County, Wyoming, to satisfy the aforesaid sum of $36,185.32 and accruing interest, costs, attorney fees and expenses of foreclosure.

DATED this 6th day of September, 1990.

Key Bank of Wyoming
120 West Pearl
Jackson, Wyoming, mortgagee
By: John S. Mackey
Attorney at Law
P.O. Box 671
Pinedale, Wyoming 82941
Attorney for mortgagee

Publish in the **Pinedale Roundup**
September 6, 13, 20, 27, 1990.

HE STATE OF WYOMING)
)ss.
OUNTY OF SUBLETTE)

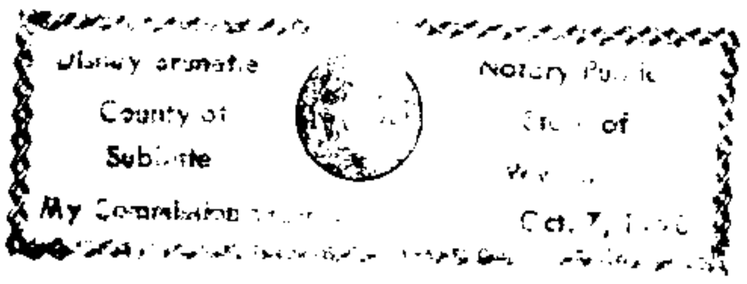
I, ... Paul Rock ..... being first
lly sworn, deposes and says that he is the
itor of The Pinedale Roundup, a weekly
wspaper published at Pinedale, in said Coun-
and State, that the annexed notice was
olished in.....4.....consecutive issues of
id paper and not in a supplement, the first
olication thereof being of the...6....day
.....Sept....., 19.90.and the
st publication thereof on the..27....day
.....Sept....,19.90..

Paul A. Rock

Subscribed in my presence and sworn to
before me this .....27..... day of
.....Sept....., 19.90.

Sheryl Burnett
Notary Public

My Commission expires October 7, 1990



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JOHN S. MACKEY
ATTORNEY AT LAW
P O BOX 671
PINEDALE, WYOMING 82941

SHERIFF'S CERTIFICATE OF PURCHASE

I, the undersigned RHONDA GRIGGS, Deputy Sheriff of the County of Sublette and State of Wyoming, DO HEREBY CERTIFY:

1- That I did on the 28th day of September, 1990, at the hour of 11:00 o'clock in the forenoon at the front door of the courthouse of said Sublette County, Wyoming, at Pinedale, Wyoming, sell at public auction, the following-described real estate situate in the said County of Sublette and State of Wyoming, to-wit:

a tract of land in the S/2 SE/4 of Section 32, T. 34 N., R. 109 W., 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at the southwest corner of said S/2 SE/4, thence proceed N.00°55'45"W., along the west line of said S/2 SE/4, a distance of 298.00 feet to a point;

thence S.89°53'41"E., and parallel to the south line of said S/2 SE/4, a distance of 300.00 feet to a point;

thence S.00°55'45"E., and parallel to the west line of said S/2 SE/4 a distance of 298.00 feet to a point;

thence N.89°53'41"W., along the south line of said S/2 SE/4, a distance of 300.00 feet to the point of beginning;

TOGETHER WITH all the improvements on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and fixtures which are a part of the property;

2- I sold the aforesaid real estate by virtue of foreclosure by advertisement and sale of real estate mortgage held by KEY BANK OF WYOMING, 120 West Pearl, Jackson, Wyoming, successor to FIRST WYOMING BANK - BIG PINEY, 440 Budd Avenue, Big Piney, Wyoming, mortgagee in said real estate mortgage, and made and executed by ROGER DAVENPORT and STELLA F. DAVENPORT, of Pinedale, Wyoming, mortgagors, and the power of sale contained in said mortgage, which said mortgage is dated and recorded as follows:

real estate mortgage dated the 29th day of April, 1987, and recorded on the 1st day of May, 1987, in the office of the County Clerk of Sublette County, Wyoming, in Book 47 of Mortgages, page 544; 230427

RECORDED Sept. 28 19 90 11:00A M
IN BOOK 57 Misc. PAGE 744
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

3- That notice of said mortgage foreclosure sale was given and published as required by law;

4- That said real estate was purchased by Henry O. Yake of Pinedale, Wy, and that the sum paid therefor was Thirty Seven thousand, Seven hundred DOLLARS ($37,700.00), that being the highest price bid for said real estate;

5- That said sale was in all respects openly, honestly, fairly and lawfully conducted;

6- That the purchaser, aforesaid, is entitled to a deed for the above-described real estate at the expiration of the period of redemption, UNLESS the said real estate is redeemed prior to that date as provided by law.

SIGNED at Pinedale, Sublette County, Wyoming, this 28th day of September, 1990.

Rhonda Griggs
Deputy Sheriff, Sublette County, Wyoming

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by RHONDA GRIGGS this 28th day of September, 1990.

Witness my hand and official seal.

THE STATE OF WYOMING
COUNTY
CLERK
SUBLETTE COUNTY

My term expires: 1-7-91

Mary L. Lankford
County Clerk, Sublette County, Wyoming
By: Mary Riley
Deputy

AFFIDAVIT OF SUCCESSOR TRUSTEES

WILLIAM I. FLETCHER and GEORJEAN F. WATTS, being duly sworn, depose and say that they are the Successor Trustees under that certain Trust known as The George H. Fletcher Family Trust dated January 15, 1986, by virtue of the death of George H. Fletcher, the initial Trustee of said Trust Agreement, whose death certificate is attached hereto, and by virtue of Article XXIII, Paragraph B, of said Trust Agreement, which states as follows:

ARTICLE XXIII
TRUSTEES AND FAMILY MEMBERS

. . . .

B. The following people will act as Trustees in the following order of succession:

1. George H. Fletcher.
2. William I. Fletcher and Georjean F. Watts jointly or the survivor.
3. A Trustee chosen by a majority of beneficiaries with a parent or legal guardian voting for minor beneficiaries.

THE UNDERSIGNED HEREBY serve notice that in their capacities as Successor Trustees they have this day assumed title to the personal and real property covered by said Trust, including but not limited to the following described property:

A. All rights, title and interest, being an undivided .43750% ORRI in and to oil and gas produced from or allocated to George H. Fletcher - Evanston (66)-022247 Farm, described as follows:

Township 27 North, Range 113 West, 6th P.M.

Section 3: ALL

Section 4: Lot 1, SE1/4NE1/4, E1/2SE1/4

Section 9: E1/2E1/2

Section 10: ALL

Containing 1,601.73 acres, more or less.

230436

RECORDED Sep. 28 '90 3:20 PM
IN BOOK 57 Misc. PAGE 746
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

SUBLETTE COUNTY, STATE OF WYOMING.

DATED THE 15 day of July, 1990.

Georgean F. Watts

GEORJEAN F. WATTS

William I. Fletcher

WILLIAM I. FLETCHER

STATE OF UTAH)
: ss.
COUNTY OF Cache)

On this the 15th day of June, 1990, before me, the undersigned Notary Public, personally appeared William I. Fletcher, who is personally known to me to be the person whose name signed on the preceding document and who swore or affirmed to me that the signature is voluntary and the document truthful.

WITNESS my hand and official seal.

My Commission Expires:

NOTARY PUBLIC
MARILYN JESSOP
112 North Main
Logan, Utah 84321
My Commission Expires March 19, 1994
STATE OF UTAH

Marilyn Jessop

NOTARY PUBLIC
Residing at:

STATE OF Oregon)
: ss.
COUNTY OF Douglas)

On this the 29 day of June, 1990, before me, the undersigned Notary Public, personally appeared Georjean F. Watts, who is personally known to me to be the person whose name is signed on the preceding document and who swore or affirmed to me that the signature is voluntary and the document truthful.

WITNESS my hand and official seal.

My Commission Expires:

2-25-99

Simon Thornton

NOTARY PUBLIC
Residing at: Sutherlin, OR

SIMON THORNTON
NOTARY PUBLIC - OREGON
My Commission Expires 2-25-99

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STATE OF UTAH
DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH
STATE OF UTAH - DEPARTMENT OF HEALTH

LOCAL FILE NUMBER 03-098

STATE FILE NUM

NAME OF DECEDENT — FIRST	MIDDLE	LAST	SEX	RACE (White, Black, Am. Indian, etc.) Specify	DATE OF DEATH (Month, Day, Year)
1. George	Harold	FLETCHER	2. Male	3. White	4. April 25, 1986

5. WAS DECEDENT OF SPANISH ORIGIN? YES ☐ NO ☒ If yes, indicate type: Mexican ☐ Puerto Rican ☐ Cuban ☐ Other ☐ (If other, specify)

6. DATE OF BIRTH (Month, Day, Year): February 19, 1906

7. AGE (Last Birthday): 80 Yrs. — IF UNDER 1 year: Months / Days — IF UNDER 24 HOURS: Hours / Minutes

8. BIRTHPLACE (State or foreign country)	9. CITIZEN of what country	10. Never Married ☐ Married ☐ Widowed ☒ Divorced ☐	11. EDUCATION—(Specify only highest grade completed) Elementary or Secondary (0-12) College (13-16 or 17+)	12. SOCIAL SECURITY NUMBER
Wyoming	U.S.A.		12	520-03-3241

13a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired.)	13b. KIND OF BUSINESS OR INDUSTRY	14. NAME of surviving spouse (If wife, enter maiden name.)
Field Superintendent	Mountain Fuel Supply	none

15. NAME OF FATHER	16. MAIDEN NAME OF MOTHER	17. Was decedent ever in U.S. Armed Forces? YES ☐ NO ☒
Isaac Shaw Fletcher	Alvina Oberg	

18a. USUAL RESIDENCE—(Street address or location)	18b. INSIDE CITY LIMITS? YES ☒ NO ☐	19. NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT
432 North 200 West Street		William I. Fletcher (son) 560 North 100 West Street Mendon, Utah 84325

18c. CITY OR TOWN	18d. COUNTY	18e. STATE AND ZIP CODE
Logan	Cache	Utah 84321

20a. 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 ☐	20b. CITY OR TOWN	20c. COUNTY
Logan Regional Hospital		Logan	Cache

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 2250 DATE APRIL 25, 1986

21b. PHYSICIAN OR MEDICAL EXAMINER SIGNATURE: C S Hixson MD

21c. TIME of death (24 hr. clock): 2225

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 APRIL day 25 year 1986

21e. CERTIFIER'S name and title (Type or print): CLAIR S. HIXSON, M.D.

21f. DATE SIGNED (Month, Day, Year): APRIL 28, 1986

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

21g. CERTIFIER'S address and zip code: 225 East 400 North St. Logan, Utah

21h. UTAH PHYSICIAN LICENSE NUMBER: 7044

23a. Burial ☒ Removal ☐ Entombment ☐ Cremation ☐ Other ☐	23b. DATE: 4/29/86	24. SIGNATURE of Funeral Director: James R. Allen	25. FUNERAL HOME—Name, address and license number: ALLEN-HALL MORTUARY-34 East Center Logan, Utah 84321 #179

26. NAME AND LOCATION OF CEMETERY OR CREMATORY: Mendon, Utah Cemetery

27. LOCAL REGISTRAR—Signature: John C. Bailey MD #968

28. Date accepted for registration by local registrar: APR 28 1986

29. 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.

IMMEDIATE CAUSE (A): Cardiac arrest — Interval between onset and death: 5 min.

DUE TO, OR AS A CONSEQUENCE OF (B): Anoxic brain damage — Interval between onset and death: 15 hours

DUE TO, OR AS A CONSEQUENCE OF (C): Aspiration of food — Interval between onset and death:

30. PART II. OTHER SIGNIFICANT CONDITIONS—CONTRIBUTING TO DEATH, BUT NOT RELATED TO THE IMMEDIATE CAUSE GIVEN IN PART I.: Diabetes mellitus; dementia.

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

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

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

39. 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 pe...

SDH-BHS 92 (4-85) Rev. 10/83

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

Date Issued: APR 28 1986

County BEAR RIVER DISTRICT HEALTH DEPT
JOHN C. BAILEY, M.D.
Registrar

John E Brockert
John E. Brockert
DIRECTOR OF VITAL STATISTICS
By Judy Smith

WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY FOR OFFICIAL PURPOSES.

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 28 day of SePT, 1990, between PAUL H. ANSPACH and ANN ANSPACH, husband and wife, as Sellers, and ROBERT MICHAEL CLUVER and DIANE R. CLUVER, 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 located in Sublette County, Wyoming described in Exhibit "A" attached hereto and incorporated herein as if set forth in full:

Buyers' address for tax purposes is P.O. Box 85, Pinedale, WY 82941.

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

DATED this 28 day of SePT, 1990.

SELLERS:

Paul H Anspach
PAUL H. ANSPACH

Ann Anspach
ANN ANSPACH

DATED this 28 day of September, 1990.

BUYERS:

Robert Michael Cluver
ROBERT MICHAEL CLUVER

Diane R Cluver
DIANE R. CLUVER

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by PAUL H. ANSPACH and ANN ANSPACH, this 28th day of September, 1990.

WITNESS my hand and official 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: July 28, 1992

230437

RECORDED September 28 AD 90 4:35 PM
IN BOOK 57 MISC PAGE 749
FEES 11.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by ROBERT MICHAEL CLUVER and DIANE R. CLUVER, this 28th day of September, 19 90.

WITNESS my hand and official 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: July 28, 1992

EXHIBIT "A"

TRACT A:

That part of the NE¼NE¼, SE¼NE¼, NW¼NE¼, SW¼NE¼, NW¼SE¼ and NE¼SE¼ of Section 19, Township 31 North, Range 106 West of the 6th P.M., Sublette County, Wyoming described as follows: Beginning at the east one-quarter corner of said Section 19 found as described in the Certified Land Corner Recordation Certificate filed in the Office of the Clerk of Sublette County; thence South, the base bearing for this survey, 444.44 feet along the east line of said Section 19 to a point;
thence N.87°29'W., 511.02 feet along an existing fence line to a point on the east line of that tract of record in the said office in Book 29 of Deeds on page 416;
thence N.00°16.3'E., 323.68 feet along the east line of said tract to the northeast point;
thence N.89°36.2'W., 658.62 feet along the north line of said tract to the northwest point;
thence S.00°18'W., 299.42 feet along the west line of said tract to a point;
thence N.87°29'W., 151.19 feet along an existing fence line to a point at a fence corner;
thence N.00°07.6'E., 2350.11 feet along an existing fence line to a point at a fence corner;
thence S.86°38'E., 1317.34 feet along an existing fence line to a point of the east line of said Section 19 easterly, 2 feet, more or less, of a fence corner;
thence South 1886.44 feet along the said Section line to the corner of beginning.

TOGETHER WITH an easement for an access roadway described as follows:
A strip of land sixty feet in width being part of the NE¼SE¼ of said Section 19 with the east line described as follows:
Beginning at the southeast corner of the foregoing described tract, South, 444.44 feet from the said one-quarter corner of said Section 19;
thence South, 846.59 feet, along said east line of Section 19 to a point on the west side of the Martin Jensen County Road No. 23-169;
thence continuing South, 20 feet, more or less to an existing east-west fence;
all in accordance with the plat prepared to be filed in the said office titled "Paul H. and Ann Anspach Map Of Tracts In NE¼ And N½SE¼ Section 19 T31N R106W Sublette County, Wyoming" and dated 28 March 1990.

AND

TRACT B:

That part of the N½SE¼ of Section 19, Township 31 North, Range 106 West of the 6th P.M., Sublette County, Wyoming described as follows:
Beginning at a point S.79°04'W., 518.30 feet from the east one-quarter corner of said Section 19 found as described in the Certified Land Corner Recordation Certificate filed in the office of the Clerk of Sublette County;
thence S.00°16.3'W., 323.68 feet along a west line of that tract of record in said office in Book 28 of Deeds on page 239 to a southwest point;
thence continuing S.00°16.3W., 335.32 feet to a point;
thence N.89°39'W., 659.05 feet to a point;
thence N.00°18'E., 360.11 feet to a southeast point of the said tract;
thence continuing N.00°18'E., 299.42 feet along a west line of said tract to a point;
thence S.89°36'E., 658.62 feet to the point of beginning.

TOGETHER WITH an easement for an access roadway described as follows:
A strip of land sixty feet in width being part of the NE¼SE¼ and SE¼SE¼

of said Section 19 with the center-line described as follows:

Beginning at a point on the east line of said Section 19 on the west line of the Martin Jensen County Road No. 23-169, South, 1291.03 feet from the said east one-quarter corner;
thence N.89°34'W., 28.51 feet to a point;
thence Northwesterly, 243.21 feet along the arc of a circular curve to the right through a central angle of 36°08' with radius of 385.65 feet to a point:
thence N.53°26'W., 441.64 feet to a point;
thence Northwesterly, 112.60 feet along the arc of a circular curve to the right through a central angle of 23°58.7' with radius of 269.06 feet to a point:
thence N.29°27'W., 128.84 feet to an intersection with the south line of the foregoing described tract, N.89°39'W., 235.94 feet from the southeast point of said tract;
all in accordance with the plat prepared to be filed in the said office title "Paul H. and Ann Anspach Map Of Tracts In NE¼ And N½SE¼ Section 19 T31N R106W Sublette County, Wyoming" and dated 28 March 1990.

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

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 26 day of September, 1990, between LINDA M. BURBIDGE, f/k/a LINDA M. SMITH, and GARY L. BURBIDGE, her husband, as Sellers, and CAROL LEE CONKLIN, a single woman, as Buyer. The Sellers did agree to sell and the Buyer did agree to buy a certain tract of real property located in Sublette County, Wyoming described as follows:

Lot Two (2) of the Sunny Slope Subdivision, Sublette County, Wyoming;

EXCEPTING THEREFROM THAT PART OF LOT TWO (2) DESCRIBED AS FOLLOWS:

Beginning at the Southwest corner of Lot One (1) of said Sunny Slope Subdivision on the east line of said Lot Two (2), S.01°11.5'W., 210.00 feet from the Northeast corner of said Lot Two (2);
thence S.01°11.5'W., 149.69 feet along the said east line to a Southeast corner of said Lot Two (2);
thence S.53°31.2'W., 231.08 feet along the southeast line of said Lot Two (2) to a corner on the right-of-way line of Terrace Drive;
thence continuing S.53°31.2'W., 30.00 feet to the center-line of said Drive marked by a 3/8"x12" steel spike;
thence northwesterly, 16.52 feet along a circular curve to the left through a central angle of 05°28.1' and a radius of 173.09 feet, said curve identical with the said center-line of Terrace Drive;
thence N.37°25.2'E., 367.77 feet to the corner of beginning.

TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in the United States patents or of record, 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 PUBLIC MAINTENANCE OF STREET OR ROADS.

Buyer's address for tax purposes is 201 Hilland Dale, Rd., Lebanon, NJ 08833.

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

DATED this 27 day of SEPTEMBER, 1990.

SELLERS:

Linda M. Burbidge
LINDA M. BURBIDGE, f/k/a LINDA M. SMITH

Gary L. Burbidge
GARY L. BURBIDGE

DATED this 26 day of September, 1990

BUYER:

Carol Lee Conklin
CAROL LEE CONKLIN

230440

RECORDED Oct 1, 1990 8:00 A.M.
IN BOOK 57 misc. PAGE 753
FEES $6.00 Mark L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A. Cheney, Deputy

753

STATE OF Indiana)
) ss.
COUNTY OF Hamilton)

The foregoing **Memorandum of Agreement** was acknowledged before me by LINDA M. BURBIDGE, f/k/a LINDA M. SMITH, and GARY L. BURBIDGE, this 22 day of September, 1990.

WITNESS my hand and official seal.

Brent
NOTARY PUBLIC

My Commission Expires: 12-28-93

STATE OF New Jersey)
) ss.
COUNTY OF Hunterdon)

The foregoing **Memorandum of Agreement** was acknowledged before me by CAROL LEE CONKLIN, this 26 day of September, 1990.

WITNESS my hand and official seal.

Rose C. Wuchinich
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 26, 1992

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into on the date indicated below, by and between FOOTHILLS DEVELOPMENT CO., INC., a Wyoming corporation, (hereinafter called "Seller") and MARINO F. ESPINA, a single man, (hereinafter called "Buyer").

IN CONSIDERATION OF THE PROMISES 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 Seller 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 Sixteen Thousand and NO/100 ($16,000.00) Dollars.

4. Terms of Payment. The purchase price for said property shall be paid by Buyer as follows:

(a) A down payment of $3,000.00 shall be paid to Seller at closing.

(b) The remaining principal balance of Thirteen Thousand and NO/100 ($13,000.00) Dollars together with interest at the rate of ten (10%) per annum on the unpaid balance shall be paid in 120 equal monthly installments of interest and principal of $171.80 each. Payments of said monthly installments shall begin on August 20, 1990 and continue in like amount on or before the same day of each and every month thereafter until the entire principal amount and all accrued interest shall have been paid in full. Interest shall accrue on the principal amount from July 20, 1990. All payments shall first be applied to accrued interest and then to principal.

(c) Buyer shall have the right to make additional cash payments at any time and may pay the entire balance due, with any interest to date of such payment, at any time without penalty. Partial payments shall first be applied to accrued interest and then to principal. A partial payment shall not act to reduce the amount or change the date of the next monthly 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. Provided that Buyer may pay an amount equal to a monthly payment and specify that it is an advance monthly payment and not a prepayment and thus have said payment act to satisfy the next respective monthly or annual payment obligation.

(e) All payments shall be made to FOOTHILLS DEVELOPMENT CO., INC., P.O. Box 56, Pinedale, WY 82941.

5. Title. Title to the subject real 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 at closing.

6. Note and Mortgage. Buyer shall execute and deliver to Seller at closing his Promissory Note in the principal amount of $13,000.00 and payable

230476

RECORDED October 3 19 90 10:50 A M
IN BOOK 57 MISC PAGE 755
FEES $ 12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
755 by Bethany A. Walker

on the terms set out in sub-paragraphs 4(b) and (c) above and a Mortgage Deed to the subject real property to secure the payment of said Promissory Note.

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: FOOTHILLS DEVELOPMENT, CO., INC.
P.O. Box 56
Pinedale, WY 82941

Buyer: MARINO F. ESPINA
3135 S.W. 19th Street
Miami, FL 33145

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

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

10. Warranty. Buyer acknowledges that he has had the opportunity to examine the property concerned herein and accepts the same in its present condition. Seller covenants that it 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.

11. Taxes. Buyer shall pay all property taxes accruing after the closing. Taxes shall be prorated at closing.

12. Closing. Closing shall be on or before 7/20/90.

13. Title Insurance. Seller has provided a commitment for title insurance to Buyer. If Buyer reasonably objects to any reservation contained in said commitment, he shall notify Seller prior to 7/16/90. Seller shall take such steps necessary to cure said reservation. If the reservation cannot be cured prior to closing, closing shall be continued to a reasonable later date unless the parties otherwise agree. Seller shall pay the cost of the title insurance policy at closing.

14. Attorney. Buyer is aware that this contract and the accompanying documents have been drafted by an attorney representing the Seller. Buyer has had the opportunity to have these documents examined by a counsel of his choosing.

15. Maintenance. Nothing shall be done on or in connection with the property that may impair Seller's security hereunder; Buyer shall not commit, permit, or suffer any waste, impairment, or deterioration of the property or any part thereof, and the property shall be continuously maintained in good and sightly order, repair, and condition by Buyer at his expense.

16. Fees. Seller shall pay all legal and recording fees associated with this sale.

17. Headings. The paragraph headings herein are descriptive only and do not act to limit or otherwise modify the actual provisions of the individual paragraphs.

18. Construction, Usage, and Interpretation. Whenever in this Agreement 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 Agreement 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 Agreement 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.

19. Miscellaneous. One or more waivers of the covenants or conditions by the Seller or Buyer 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 inure to the benefit not only of the parties hereto but also to the respective personal representatives, successors, assigns, and heirs.

20. Roadway Abandonment. Seller reserves and retains the right for a period of ten (10) years from the execution of this Agreement to abandon that portion of Snowmobile Lane that extends from the west boundary of the concerned real property and runs westerly to U.S. Highway 187-189. Provided however that a sufficient portion of Snowmobile Lane shall remain as to allow Buyer reasonable access to the subject real property from Snowshoe Lane. Both of said roads being shown on Exhibit "B" as attached hereto. In the event Seller shall pursue said abandonment, Buyer covenants and agrees to execute all such documents as are necessary to evidence his consent to said abandonment. This provision shall attach to and run with the concerned real property and continue for the full ten (10) year period described above. At the end of the ten (10) years from the date of this Agreement, this provision shall be null and void.

DATED this 3rd day of October, 1990.

ATTEST:

SELLER: Foothills Development Co., Inc., a Wyoming corporation:

BY: John M. Sulenta
JOHN M. SULENTA, President

SEAL

Irene E. Sulenta
Secretary

DATED this 20th day of July, 1990.

BUYER:

MARINO F. ESPINA

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Agreement For Deed** 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 3rd day of October, 1990.

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

STATE OF Florida)
) ss.
COUNTY OF Dade)

The foregoing **Agreement For Deed** was acknowledged before me by MARINO F. ESPINA, this 20th day of July, 1990.

WITNESS my hand and official seal.

Lidia Gonzalez
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA LIDIA GONZALEZ

My Commission Expires:

EXHIBIT "A"

Lot Seventeen (17), Forty Rod Ranches 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 United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.
SUBJECT TO restrictions governing Forty Rod Ranches Subdivision as filed for record 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.

FENCE AGREEMENT

WHEREAS, FOOTHILLS DEVELOPMENT CO., INC., hereinafter referred to as Foothills, is the legal owner of certain lots located in Forty Rod Ranches Subdivision, Sublette County, Wyoming; and,

WHEREAS, specifically Foothills is the legal owner of Lot 16 and Lot 17 in said subdivision; and,

WHEREAS, Foothills has entered into a contract with MARINO F. ESPINA, hereinafter referred to as Espina, for the sale and purchase of said Lot 17 to and by Espina; and,

WHEREAS, a question has arisen concerning whether or not the west fence of Lot 17 is located on the actual west boundary line of said lot; and,

WHEREAS, the west boundary of Lot 17 is also the east boundary of Lot 16; and,

WHEREAS, the parties desire to resolve said question with a minimum of present cost and inconvenience but yet protect both parties' interest if said fence is in fact not located on the actual boundary line between Lot 16 and Lot 17;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE PARTIES DO HEREBY CONTRACT AND AGREE AS FOLLOWS:

I. FENCE:

The present fence separating Lot 16 and Lot 17 of the Forty Rod Ranches Subdivision, Sublette County, Wyoming is a fence of convenience only. The actual boundary of said lots is established by the surveyed and monumented markers as depicted on the duly recorded subdivision plat of the said Forty Rod Ranches Subdivision.

II. ENCROACHMENT:

Any encroachment of said fence onto either Lot 16 or Lot 17 is with the permission and consent of the respective lot owners and shall not be used as a basis for a claim of adverse possession by the owner of either lot. The owners of Lot 16 and Lot 17 shall not at any time bring a claim of adverse possession against the other based on the present location of said division fence.

III. RELOCATION:

In the event said division fence shall be determined to not be located on the actual boundary between Lot 16 and Lot 17, the owner of either lot may cause

230478 RECORDED October 3 19 96 11:50 AM IN BOOK 57 MISC PAGE 760 FEES $ 6.00 Mary L. Lankford COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING

said fence to be reconstructed on the actual boundary. Provided, any such reconstruction shall be at the sole cost of the owner undertaking said reconstruction unless there is a written agreement otherwise between the parties or their successors in interest.

IV. BENEFIT:

This agreement shall be for the mutual benefit of Lot 16 and Lot 17 Forty Rod Ranches, Sublette County, Wyoming and not personal in nature to the parties. The burdens and benefits created hereby shall be appurtenant to, attach to and shall run with said Lots.

DATED this 3rd day of Oct, 1990.

ATTEST:

FOOTHILLS DEVELOPMENT CO., INC.,
a Wyoming corporation:

SEAL

BY: John M. Sulenta

Irene E Sulenta
SECRETARY

ITS: Pres -

DATED this 27th day of September, 1990.

MARINO F. ESPINA

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Fence 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 3rd day of Oct, 1990.

Witness my hand and official seal.

Susan J. Hodgers
County of
Sublette
My Commission expires
Notary Public
State of
Wyoming
Dec. 12, 1990

Susan J. Hodgers
NOTARY PUBLIC

My Commission Expires: 12/12/90

STATE OF Florida)
) ss.
COUNTY OF Dade)

The foregoing **Fence Agreement** was acknowledged before me by MARINO F. ESPINA, this 27th day of September, 1990.

Witness my hand and official seal.

Linda Gonzalez
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR.24.1994
BONDED THRU GENERAL INS. UND.

My Commission Expires:

762

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

DEW LUMBER COMPANY,
a Wyoming corporation,

Plaintiff,

vs.

LLOYD W. MADISON and
HELEN F. MADISON,

Defendants.

Civil Action No. 3449

SATISFACTION OF JUDGMENT

WHEREAS, the Court did enter its Judgment in the above captioned matter on January 19, 1985 generally for the Plaintiff and against the Defendant.

NOW THEREFORE IN CONSIDERATION OF THE PAYMENT OF $2,278.08, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGE, THE PLAINTIFF HEREBY AGREES AND ACKNOWLEDGES:

1. That the certain Judgment entered herein of the 19th day of January, 1985 by the Honorable Robert B. Ranck, Judge of the District Court, is hereby declared satisfied in full.

2. That any lien arising out of said Judgment against Tract No. Three (3) of Daniel Meadows Unit C Subdivision is hereby released and cancelled.

3. That all claims of the Plaintiff against the Defendant arising out of the facts set out in the above captioned matter are hereby declared satisfied in full.

DATED THIS 4th day of October, 1990.

RALPH E. WOOD
Attorney for Plaintiff
SIEVERS & WOOD LAW FIRM
P.O. Box 130, Pinedale, WY 82941
(307) 367-4301

THE STATE OF WYOMING
COUNTY OF SUBLETTE
MARILYN M. JENSEN, CLERK OF THE NINTH JUDICIAL DISTRICT COURT IN AND FOR SAID COUNTY AND IN THE STATE AFORESAID, DO HEREBY CERTIFY THE FOREGOING IS A FULL, TRUE AND CORRECT COPY.
SIGNED: Marilyn M. Jensen
SUBLETTE COUNTY

FILED
BY:
OCT 4 1990
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

230488

RECORDED: Oct. 4 '90 11:00 AM
IN BOOK 57 Misc. PAGE 762
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] Carol A. Cheever, Dep [redacted]

[redacted] [redacted]

230501

RECORDED
IN BOOK 57 Misc [redacted] 63.
FEE $6.00 Mary L. Lastley COUNTY CLERK
SUBLETTE COUNTY CLERK
BY: Carol A. Cheney, Deputy

AFFIDAVIT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

I, BEVERLY A. MARIANO, being first duly sworn, do hereby depose and say:

That she is the wife of JAMES THOMAS MARIANO, a/k/a JAMES T. MARIANO, deceased, who passed away on February 23, 1987 in the State of Utah.

That at the time of the death of JAMES THOMAS MARIANO, a/k/a JAMES T. MARIANO owned certain real property by virtue of certain Warranty Deeds; said lands being more particularly described as follows:

TRACT A:
Lot Fourteen (14), Scenic View 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;

AND

TRACT B:

The West sixty (60) feet of Lots Seventeen (17) and Eighteen (18), Block Four (4), Original Townsite of Pinedale, 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 the use of the common wall on the East and North within the building to be constructed on said property.

Said Deeds being recorded in the office of the Sublette County Clerk on September 3, 1981 and July 7, 1982 at Book 22 of Deeds, page 650 and Book 23 of Deeds, page 509 respectfully.

That the deceased, JAMES THOMAS MARIANO, a/k/a JAMES T. MARIANO is one and the same person as JAMES THOMAS MARIANO, one of the grantees in the beforementioned Warranty Deeds. That the other grantee in said Warranty Deeds was BEVERLY A. MARIANO, the affiant herein.

That the beforementioned Warranty Deeds 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 JAMES THOMAS MARIANO, a/k/a JAMES T. MARIANO, deceased, all equity, right, title and interest in the beforementioned real property passed to and was vested in BEVERLY A. MARIANO.

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 JAMES THOMAS MARIANO, a/k/a JAMES T. MARIANO, deceased.

DATED this 2nd day of October, 1990.

Beverly A Mariano
BEVERLY A. MARIANO

Subscribed and sworn to before me by BEVERLY A. MARIANO, this 2nd day of October, 1990.

Witness my hand and official seal.

NOTARY PUBLIC
My Commission Expires 5-5-92
RONDO POOLE
4835 Highland Dr.
Salt Lake City
UT 84117
STATE OF UTAH

Rondo Poole
NOTARY PUBLIC

My Commission Expires:

764

SALT LAKE CITY - COUNTY HEALTH DEPARTMENT

DIVISION OF VITAL STATISTICS

CERTIFICATE OF DEATH

STATE OF UTAH - DEPARTMENT OF HEALTH

18-710

James	Thomas	MARIANO	Male	Caucasian	February 23, 1987

October 31, 1942 | 44 Yrs.

Salt Lake City, Utah | U.S.A. | Never Married ☐ Married ☒ Widowed ☐ Divorced ☐ | 16 | 529-52-5393

Certified Public Accountant | Accounting | Beverley Davis

Harry Mariano | Dorothy Thomas | Was deceased ever in U.S. Armed Forces? YES ☐ NO ☒

P.O. Box 939 | CITY LIMITS YES ☒ NO ☐

Mrs. Beverley A. Mariano (wife)
P.O. Box 939
Pinedale, Wyoming 82941

Pinedale | Sublette | Wyoming 82941

L D S Hospital | Inpatient / E.D. patient / DOA | Salt Lake City, Utah | Salt Lake

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: DAY: DATE:

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 decedent alive on: 2 23 87

Was verified by medical examiner; was death reported to him? YES ☐ NO ☐ If so, enter the date and hour reported. M.E. Case No.

SIGNATURE: SHERMAN G. SORENSEN, M.D. | DATE SIGNED: 2/25/87

CERTIFIER'S address and zip code: 324 10TH AVE., SUITE 207, S.L.C. UT 84103 | LICENSE NUMBER: 7205

HOUR | MIN. | DAY | YEAR

Pronounced ☐ Embalmment ☐ Cremation ☐ Other ☐ | DATE: Feb.26,1987

SIGNATURE | FUNERAL DIRECTOR OR AGENT: LARKIN MORTUARY, 260 E.So.Temple St. Salt Lake City, Utah 84111-1274

NAME AND LOCATION OF CEMETERY OR CREMATORY: Wasatch Lawn Memorial Park, Salt Lake County, Utah

LOCAL REGISTRAR—Signature: | Date accepted for registration by local registrar: Feb. 26, 1987

PART I. DEATH WAS CAUSED BY: IMMEDIATE CAUSE: Cardiac Arrest

(a)

DUE TO, OR AS A CONSEQUENCE OF: Transplant rejection

(b)

DUE TO, OR AS A CONSEQUENCE OF

(c)

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

Interval between onset and death

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

AUTOPSY YES ☒ NO ☐ | If YES, were findings considered in determining cause of death? YES ☐ NO ☐

Accident ☐ Suicide ☐ Homicide ☐ | Pending Investigation ☐ Undetermined if Injured Accidently or Purposely ☐ | Date of Injury (Month, Day, Year) | Time of Injury (24 Hour Clock) | Injury at Work? YES ☐ NO ☐

Place of Injury (Specify home, farm, factory, highway, street, office building, etc.)

Location of Injury—Street and Number or Location and City or Town

Distance from place of injury to usual residence (Item 1d) Miles | Were Hazardous tools done for drugs or toxic chemicals? YES ☐ NO ☐ | Was Medical Exam done for alcohol? YES ☐ NO ☐

How Injury occurred (state sequence of events which resulted in injury, NATURE OF INJURY SHOULD BE GIVEN IN ITEM 20)

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

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 SEP 18 1990

Harry L. Gibbons, M.D., M.P.H.
Director of Health

Mary Lue J. MacKay
DEPUTY REGISTRAR

SALT LAKE CITY-COUNTY HEALTH DEPARTMENT VITAL STATISTICS SEAL

WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY FOR OFFICIAL PURPOSES.

CAUTION: NOT TO BE USED FOR IDENTIFICATION PURPOSES

THIS IS AN IMPORTANT RECORD. SAFEGUARD IT.

ANY ALTERATIONS IN SHADED AREAS RENDER FORM VOID

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME (Last, First, Middle)	2. DEPARTMENT, COMPONENT AND BRANCH	3. SOCIAL SECURITY NO.
[redacted]		[redacted]

4.a GRADE, RATE OR RANK	4.b. PAY GRADE	5. DATE OF BIRTH (YYMMDD)	6. RESERVE OBLIG. TERM. DATE (Year / Month / Day)
[redacted]	E4	[redacted]	

7.a PLACE OF ENTRY INTO ACTIVE DUTY	7.b HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known)

8.a LAST DUTY ASSIGNMENT AND MAJOR COMMAND	8.b STATION WHERE SEPARATED
[redacted]	[redacted]

9. COMMAND TO WHICH TRANSFERRED	10. SGLI COVERAGE ☐ None Amount: $

11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.)	12. RECORD OF SERVICE	Year(s)	Month(s)	Day(s)
[redacted]	a. Date Entered AD This Period	88	06	06
	b. Separation Date This Period	90	09	11
	c. Net Active Service This Period	02	03	06
	d. Total Prior Active Service	00	00	00
	e. Total Prior Inactive Service	00	00	00
	f. Foreign Service	00	00	00
	g. Sea Service	00	00	00
	h. Effective Date of Pay Grade	88	02	[redacted]

13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service)

ARMY SERVICE RIBBON// NAVY LAPEL BUTTON// MARKSMAN BADGE RIFLE/HAND GRENADE//NOTHING FOLLOWS

14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed)

[redacted]

15.a. MEMBER CONTRIBUTED TO POST-VIETNAM ERA VETERANS' EDUCATIONAL ASSISTANCE PROGRAM	Yes	No	15.b HIGH SCHOOL GRADUATE OR EQUIVALENT	Yes	No	16. DAYS ACCRUED LEAVE PAID
		X		X		1/2

17. MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION ☐ Yes ☒ No

18. REMARKS

BLOCK 6 INCLUDES PERIOD OF DEP: 880220-880605// SUBJECT TO ACTIVE DUTY RECALL AND/OR ANNUAL SCREENING// NOTHING FOLLOWS

230523

RECORDED Oct. 7 1990 10:20 AM
IN BOOK 57 Misc PAGE 765
FEES [redacted] COUNTY CLERK
SUBLETTE COUNTY CLERK
By: [redacted]

19.a. MAILING ADDRESS AFTER SEPARATION (Include Zip Code)	19.b. NEAREST RELATIVE (Name and address - include Zip Code)
2531 KAREN KINGMAN, AZ 86401	JEAN [redacted] ADDRESS SAME AS BLOCK 19A

20. MEMBER REQUESTS COPY 6 BE SENT TO AZ DIR. OF VET AFFAIRS ☒ Yes ☐ No	22. OFFICIAL AUTHORIZED TO SIGN (Typed name, grade, title and signature)
21. SIGNATURE OF MEMBER BEING SEPARATED [redacted]	T. D. ALVERSON, ASST CHIEF, AG TRANSITION PT

SPECIAL ADDITIONAL INFORMATION (For use by authorized agencies only)

23. TYPE OF SEPARATION	24. CHARACTER OF SERVICE (Include upgrades)	
RELEASE FROM ACTIVE DUTY	HONORABLE	
25. SEPARATION AUTHORITY	26. SEPARATION CODE	27. REENTRY CODE
CHAPTER 4, AR 635-200	LBK	1
28. NARRATIVE REASON FOR SEPARATION		
EXPIRATION TERM OF SERVICE		
29. DATES OF TIME LOST DURING THIS PERIOD		30. MEMBER REQUESTS COPY 6
NONE		

DD Form 214, NOV 88 *Previous editions are obsolete.* **MEMBER - 4**