[redacted] RECORDED Oct. 9 1992 [redacted]
BOOK 78 Misc. PAGE 1
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Nancy Riley

230524

ASSIGNMENT OF PARTNERSHIP INTEREST

KNOW ALL MEN BY THESE PRESENTS, That we, JOSEPH W. MURDOCK and JEANE F. MURDOCK, husband and wife, (hereafter "Assignors"), of Sublette County, State of Wyoming, for and in consideration of the sum of One Hundred Twenty Thousand and No/100 Dollars ($120,000.00), $50,000.00 of which has been received contemporaneously with delivery of this document, and the remaining $70,000.00 of which is to be paid in accordance with the terms of a Promissory Note, a copy of which is attached hereto and by this reference made a part hereof, hereby assign, transfer and set over unto WILLIAM F. MURDOCK, (hereafter "Assignee"), all of our partnership interest, constituting a fifty (50%) percent interest, in and to the partnership known and operated as MURDOCK AND MURDOCK, a Wyoming General Partnership, including without limiting the generality of the foregoing, our interest in all cash on hand, cash in banks, accounts receivable and land and buildings, the principal asset of which partnership is the following described real property:

Township 30 North, Range 110 West, 6th P.M., Sublette County, Wyoming:

Section 3: Lots 5 and 8
Section 4: Lots 1, 2, 5, 6 and 7, and the SW/4NE/4 AND S/2SE/4
Section 9: Lot 2

Township 31 North, Range 110 West, 6th P.M., Sublette County, Wyoming:

Section 33: SE/4
Section 34: Lots 6 and 7

which interest is and shall be subject to, without hereby limiting the generality of the foregoing, the benefits, assets, liabilities and obligations of said partnership.

The real property owned by the partnership, above-described, is and has been owned of record by the partners in their individual capacities. To secure the payment of the balance of the purchase price hereunder, the Assignors shall retain title to such real property until such purchase price shall have been paid in full, at which time Assignors shall convey title to their interest in such property to the Assignee by special warranty

deed. However, Assignee shall have the option to acquire title to such real property from the Assignors prior to the payment of such purchase price in full upon tendering to the Assignors a mortgage which will create in the Assignors a first mortgage lien against said real property securing the then remaining balance of the unpaid purchase price.

IN WITNESS WHEREOF, JOSEPH W. MURDOCK and JEANE F. MURDOCK have executed this instrument this 6TH day of October, 1989.

Joseph W. Murdock
JOSEPH W. MURDOCK

Jeane F. Murdock
JEANE F. MURDOCK

State of Wyoming)
) ss:
County of Sublette)

The foregoing instrument was acknowledged before me by Joseph W. Murdock and Jeane F. Murdock, this 6th day of October, 1989.

Witness my hand and official seal.

SUBLETTE COUNTY WYOMING NOTARY PUBLIC MAR 1990

Mary L. Lankford
Notary Public

My Commission Expires: May 17, 1994.

RECEIVED
AUG 8 1990
R B M & N

230533

MICHAEL K. MOHRMAN
ROBERT G. WRIGHT
RICHARDS, BRANDT, MILLER & NELSON
Attorneys for Plaintiff
Key Bank Tower, Seventh Floor
50 South Main Street
P.O. Box 2465
Salt Lake City, Utah 84110
Telephone: (801) 531-1777

RECORDED October 9 1990 1:00 PM
IN BOOK 58 Misc. PAGE 3
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Kay

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

IN AND FOR SUBLETTE COUNTY, STATE OF WYOMING

UNITED STATES FIDELITY AND GUARANTY INSURANCE COMPANY; ROBINSON-CONNER OF WYOMING, INC., formerly known as ED MURRAY & SONS, INC.,

Plaintiffs,

vs.

RICHARD LONG and RICHARD SHIELDS,

Defendants.

FILED
BY: Marilyn Jensen
AUG 1 1990
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

Civil No. 4087
Judge Elizabeth A. Kail

AMENDED JUDGMENT BY DEFAULT

IN THIS ACTION Defendant Richard Long having been regularly served with a Summons and Complaint and having failed to appear and answer Plaintiffs' Complaint filed herein, the legal time for answering having expired and the default of Defendant having been duly entered according to law and the Court having been advised that:

1. The above-referenced action was filed in this Court on May 23, 1989.

2. Defendant Richard Long was personally served with a Summons and Complaint in the above-referenced action on May 25, 1989. A copy of the Summons and Complaint are attached as Exhibits "A" and "B" respectively.

3. After not having received an answer to the Complaint in the above-referenced action, and after the legal time

FILED
BY:
APR 13 1990
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

allowed by law for answering having expired, Plaintiffs filed a default certificate against Defendant Richard Long with the Clerk of the above Court. On or about the 26th day of June, 1989, the Clerk of the above Court signed and executed the Default Certificate.

4. Plaintiffs have concluded their action against Defendant Richard Shields and stipulated to Defendant Shields' dismissal from the lawsuit.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

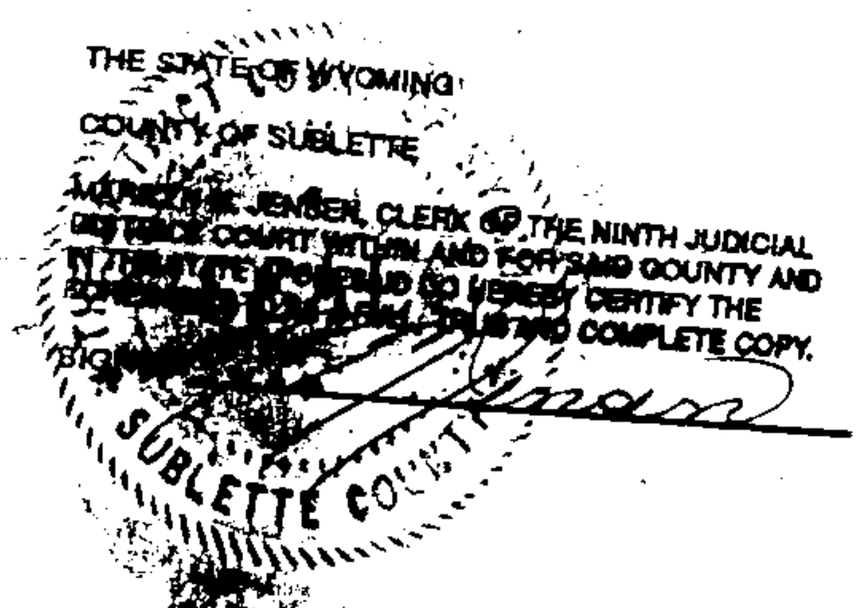
1. Plaintiffs have judgment against Richard Long in the sum of Eighteen Thousand Six Hundred Forty and No/100 Dollars ($18,640.00) together with Plaintiffs' costs in the amount of Thirty-five Dollars ($35.00) as set forth in the Affidavit of Robert G. Wright, a copy of which is attached hereto as Exhibit "C".

2. That this judgment shall be augmented in the amount of interest as provided by Wyoming Statute §1-16-102 (1988) until paid.

DATED this ___ day of _____, 1990.

BY THE COURT:

_____
District Court Judge



MAILING CERTIFICATE

I HEREBY CERTIFY that a true and correct copy of the foregoing instrument was mailed, first class, postage prepaid on this 11th day of ~~March~~ April, 1990, to the following counsel of record:

Robert W. Horn
50 King Street, Suite 201
P.O. Box 4199
Jackson, Wyoming 83001-4199

Richard Long
245 P. L. Lane
Big Piney, Wyoming 83113

Robert G. Wright
RICHARDS, BRANDT, MILLER & NELSON
Key Bank Tower, Seventh Floor
50 South Main Street
P.O. Box 2465
Salt Lake City, Utah 84110

Leslee Miller

USF&G10/RWW

WY IND UG-8/88
LAJ/0830.1

6922652

083090

EASEMENT

1. Ronald W. Ball and Deloris Ball 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:

Beginning at a pole in an existing power line on the Grantor's land at a point 280 feet south and 1164 feet west, more or less from the northeast corner of Section 25, T.33 N., 113 W., 6th P.M., thence UNDERGROUND N.44°54'E. 200 feet to the northeasterly boundary fence of said land, said northeasterly boundary fence also being the southwesterly right of way fence of a county road, and being in the NE1/4 of the NE1/4 of said Section 25.

APPROVED AS TO DESCRIPTION RHO

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

230538

RECORDED Oct. 9 19 90 3:00 PM
IN BOOK 58 Misc. PAGE 6
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

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 18 day of Sept, 1990.

Delonis Ball

Ronald W. Ball

STATE OF WYOMING)
:ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Ronald W. Ball and Delonis Ball, his wife, this 18 day of Sept., 1990.

WITNESS my hand and official seal.

Notary Public

My Commission expires:

June 30, 1991

Residing at Evanston Uinta Co WY

Description Approved RMO

Form & Execution Approved _____ File No.

EUGENE CRAIG NELSON NOTARY PUBLIC UINTA COUNTY WYOMING

UT IND UG-1/89

6822340
061590

EASEMENT

1. John N. Chrisman and Nadine Chrisman his wife, Grantor__, do__ hereby convey and warrant to PacifiCorp, an Oregon corporation, dba Utah Power & Light Company, whose principal place of business is located at 1407 West North Temple, Salt Lake City, Utah, 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:

RELEASED RW

Beginning at a new pole in and existing power line on the Grantor's land at a point 744 feet south and 561 feet west, more or less, from the north one quarter corner of Section 13, T. 29N., R. 113W., 6th P.M., thence N.78°11'W. 183 feet on said land and being in the NE1/4 of the NW1/4 of said Section 13.

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

230539

RECORDED Oct. 9 1990 3:00 P M
IN BOOK 58 Misc. PAGE 8
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Kelly

dtb/wp50/easement/6822340.1

the 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 13th day of August, 1990.

Flying "W" Land + Livestock

President John C. Chrisman

X Nadine Chrisman

STATE OF WYOMING)
:ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by John C. Chrisman and Nadine Chrisman, his wife, this 13th day of August, 1990.

WITNESS my hand and official seal.

My Commission expires:

Kathleen A. King - Notary Public
January 10, 1991
County of Sublette State of Wyoming
My Commission Expires Jan. 10, 19

Kathleen A. King
Notary Public

Residing at Big Piney, Wy.

Description Approved RHW

Form & Execution Approved _____ File No.

dtb/wp50/easement/6822340.1

WY IND-1/89

PN 6725584
090790
Page 1 of 2

EASEMENT

1R. Kyle B. Walker and Beverly C. Walker, his wife, Grantor ____, do ____ hereby convey and warrant to PacifiCorp, an Oregon corporation, dba Utah Power & Light Company, whose principal place of business is located at 1407 West North Temple, Salt Lake City, Utah, its successors in interest and assigns, Grantee, for the sum of Ten ($10.00) Dollars and other valuable consideration, a perpetual easement and right of way for the erection, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of electric transmission and distribution lines, communications circuits, fiber optic cables and associated facilities, and one pole and no guy anchors with the necessary guys, stubs, crossarms, braces and other attachments affixed thereto, for the support of said lines and circuits, on, over, under and across real property located in Sublette County, Wyoming, described as follows:

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

TO DESCRIPTION RMO

Beginning at a pole in an existing powerline on the Grantor's land at a point 883 feet north and 1029 feet west, more or less, from the east one quarter corner of Section 11, T. 33 N., R. 109 W., 6TH P.M., thence S. 12°30' W. 555 feet to the south boundary line of said land and being in the SE 1/4 of the NE 1/4 of said Section 11.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right

230545

RECORDED OCT. 10 1990 8:35A M
IN BOOK 58 MISC. PAGE 10
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

RGO³WP50³E³6725584.1R

to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hand__ of the Grantor__, this 9 day of October, 19 90.

Kyle B. Walker

Beverly C. Walker

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

The foregoing instrument was acknowledged before me by Kyle B. Walker and Beverly C. Walker, his wife, this 9 day of October, 1990.

WITNESS my hand and official seal.

Eugene Craig Nelson
Notary Public

My Commission expires:

June 30, 1991

Residing at Evanston, Uinta Co, WY

Description Approved RHO

Form & Execution Approved _____ File No.

EUGENE CRAIG NELSON NOTARY PUBLIC UINTA COUNTY, WYOMING

RGO/WP50/E/6725584.1R

//

AFFIDAVIT

230553

RECORDED October 10 1990 3:30 P M
IN BOOK 58 Misc. PAGE 12
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

GORDON M. MICKELSON being first duly sworn upon his oath, according to law, deposes and says:

1-

That by written agreement heretofore made this affiant, GORDON M. MICKELSON, and MARGARET G. MICKELSON, husband and wife, of Sublette County, Wyoming, Parties of the First Part under said agreement and denoted therein as "Seller", did agree to sell and to convey the following described real estate situate in the County of Sublette and State of Wyoming, to-wit:

Township 31 North, Range 114 West of the Sixth Principal Meridian

Section 4 - Lots 1, 2, 3 and 4, S/2 N/2, S/2 (all of said section);
Section 5 - Lots 1, 2 and 3, S/2 NE/4, SE/4 NW/4, E/2 SW, SE/4;
Section 8 - NE/4, E/2 NW/4, E/2 NW/4 NW/4, SW/4 NW/4;
Section 9 - N/2;

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto, FREE AND CLEAR of all exceptions, reservations, defects and encumbrances EXCEPT taxes accrued and accruing thereon in the year 1990, 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 CLIFFORD F. BURG, Trustee under the Clifford F. Burg Revocable Trust Dated August 30, 1984, of the City of Indiantown, and State of Florida, and whose mailing address is 7150 Southwest Kanner Highway, Indiantown, Florida 34956, Party of the Second Part under said agreement and in said agreement denoted as "Purchaser";

2-

That possession of the above-described real estate has been delivered unto Purchaser and Purchaser may continue to hold possession thereof under the terms of the agreement between Seller and Purchaser;

3-

All taxes levied upon the above-described real estate in the year 1989, and prior thereto, shall be paid by Seller;

4-

All taxes levied upon the aforesaid real estate in the year 1990, and thereafter, are by the terms of said agreement to be paid by the Purchaser;

5-

That in accordance with said agreement and the covenants thereof Seller did agree to convey and warrant and has conveyed and warranted, by statutory form of warranty deed, unto Purchaser that portion of the above-described real estate described as follows, to-wit:

Township 31 North, Range 114 West of the Sixth Principal Meridian

Section 4 - Lots 1, 2, 3 and 4, S/2 N/2
Section 5 - Lots 1, 2 and 3, SE/4 NW/4, S/2 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 taxes accrued and accruing thereon in the year 1990, 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 roadways, AND SUBJECT FURTHER TO all outstanding mineral interests.

Gordon M. Mickelson
GORDON M. MICKELSON

Subscribed and sworn to before me this 13th day of September, 1990.

[illegible] PUBLIC - COUNTY PUBLIC
County of [illegible] State of Wyoming
My Commission Expires Nov. 22, 1991

Faye Hammons
Notary Public

My commission expires: 11/22/1991

MEMORANDUM OF CONTRACT

TO WHOM IT MAY CONCERN:

On July 10, 1990, JAMES KLEYMAN and REBECCA BUROS KLEYMAN, husband and wife, as Sellers, and MARLIN R. MOUDY, PATRICIA I. MOUDY, and ALLEN MOUDY, 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:

Lot 7, Highland View Estates, First Filing, 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,

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:

Jill Tegeler, Attorney in Fact

JAMES KLEYMAN
by Jill Tegeler,
Attorney in Fact

Rebecca Buros Kleyman by Jill Tegeler, Attorney in Fact

REBECCA BUROS KLEYMAN
by Jill Tegeler,
Attorney in Fact

BUYERS:

Marlin R. Moudy
MARLIN R. MOUDY

Allen Moudy
ALLEN MOUDY

PATRICIA I. MOUDY

230575

RECORDED Oct. 11 1990 4:15 P M
IN BOOK 58 Misc PAGE 14
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Nora Riley

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing Agreement was acknowledged before me by JILL TEGELER as Attorney in Fact for JAMES KLEYMAN and REBECCA BUROS KLEYMAN, and by MARLIN R. MOUDY, PATRICIA I. MOUDY this 10th day of July, 1990.

Witness my hand and official seal.

Don Tegeler
Notary Public

My commission expires:

Don Tegeler
County of Sublette
Notary Public
State of Wyoming
My Commission Expires Dec. 18, 1990

STATE OF FLORIDA)
)
COUNTY OF MARTIN)

The foregoing Agreement was acknowledged before me by ALLEN MOUDY this 26 day of _____, 1990.

Witness my hand and official seal.

Notary Public

My commission expires: My Commission Expires July 10, 1992



IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

WITHIN AND FOR SUBLETTE COUNTY, WYOMING

IN THE MATTER OF THE ESTATE OF)
) Probate No. 1357
MARY ELIZABETH MCDONALD, DECEASED.)

ORDER AND DECREE ADOPTING PROBATE OF ESTATE IN THE STATE OF MONTANA AS PROBATE IN THE STATE OF WYOMING

THIS MATTER, coming on regularly to be heard upon the petition filed herein by Swan Thomas McDonald, III, and the Court having examined the pleadings of petitioner, and having heard the testimony and evidence adduced in support of said petition, and having examined the records in the case and the proofs offered, and being now well and fully advised in the premises, finds as follows:

1. That the notice of the hearing on said petition was duly published and given in the manner and for the time in such cases required by law, and in accordance with the Notice of Hearing, heretofore made and entered herein; that no one has appeared to object to or contest said petition, and that no objections have been filed thereto; and that no one has appeared nor made any claim of heirship, ownership, right, title or interest in and to said estate, or the real property and premises hereinafter described.

2. That Mary Elizabeth McDonald died on April 24, 1989, and was domiciled in Lake County, Montana, at the time of her death.

3. That at the time of her death, Mary Elizabeth McDonald, deceased, had property in the County of Sublette, State of Wyoming, not exceeding in value the sum of $30,000.00, being royalty interests and minerals rights, as more particularly described hereinafter, in and to the following described real property:

(a) An overriding royalty interest of .5% (0.005) in the following described lands in the County of Sublette, State of Wyoming, to-wit:

Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming:

Section 13: NE/4

Having a value as follows:

$210 average monthly income x 12 = $2,520 average annual income x 5 - $12,600 value of mineral interest.

(b) All right, title and interest of the decedent Mary E. McDonald in and to oil, gas and other minerals in, under and upon the following described tract of land located in the County of Sublette, State of Wyoming, to-wit:

230618

RECORDED Oct. 16 1990 12:50 PM
IN BOOK 58 Misc. PAGE 16
FEES $8.75 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: [illegible]

FILED
BY: [signature]
OCT 11 1990
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING

Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming:

Section 7: Lots 1, 2, 3 and 4, E/2W/2
Section 10: NE/4
Section 11: N/2
Section 12: S/2N/2; SE/4
Section 13: SE/4; NE/4
Section 18: Lots 1, 2, 3 and 4, E/2W/2
Section 19: Lots 1, 2, 3 and 4, E/2W/2

Specifically including, but not limited to, the mineral interests shown on the Revenue Division of Interest Payee Inquiry updated 2/2/90, of Enron Oil & Gas Company, attached hereto as "Exhibit A" and incorporated by reference herein.

Having a value as follows:

$210 average monthly income x 12 = $2,520
average annual income x 5 = $12,600 value
value of mineral interest.

for a total interest in real property of $25,200.00 at the time of decedent's death.

4. That the estate of Mary Elizabeth McDonald, deceased, has been duly probated and settled in the State of Montana, as shown by the certified copies of the following documents filed herein:

(a) Application for Informal Probate of Will and Appointment of Personal Representative.

(b) Order of Informal Probate of Will and Appointment of Personal Representative.

(c) Letters.

(d) Inventory and Appraisement.

(e) Supplemental Inventory and Appraisement.

(f) Amended Supplemental Inventory and Appraisement.

(g) Decree of Distribution, Order Determining Testacy, Order Determining Heirs and Devisees, and Order Approving Final Account of a Testate Estate.

5. That all expenses of administration of said estate, and all taxes and claims that have accrued against the estate have been paid, as found by the Montana Twentieth Judicial District Court in Paragraph III of the aforesaid Decree of Distribution.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the probate of the estate of said Mary Elizabeth McDonald, deceased, be dispensed with in the State of Wyoming and that the probate proceedings of said estate in the Montana Twentieth Judicial District Court within and for Lake County, State of Montana, and the said certified copies of the proceedings in said estate therein, be, and the same are hereby, admitted to record in this Court; and that they be hereafter considered and treated as original proceedings in this Court and in the State of Wyoming, and as conclusive evidence of the facts therein shown; that said proceedings stand as the probate of said estate in the State of Wyoming; and that the above-described real property be, and the same

is hereby, distributed, granted, conveyed and set over to the following person:

To Patricia Ann Bradley in accordance with the specific device contained in decedent's Will.

DATED this 10th day of October, 1990.

J U D G E

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

I, MARILYN M. [illegible], CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND THE STATE AFORESAID, DO HEREBY CERTIFY THE FOREGOING TO BE A FULL, TRUE AND COMPLETE COPY.

SIGNED

[redacted] [redacted] [redacted] W84

ROAD EASEMENT

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THAT, FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, MOSQUITO CREEK RANCH, a Wyoming General Partnership, of Box 142, LaBarge, WY 83123, hereinafter referred to as "GRANTOR", whether one or more, do hereby grant, bargain and convey unto MOBIL OIL CORPORATION, P.O. Box 5444, Denver, Colorado 80217, a New York Corporation authorized to transact business within the State of Wyoming, hereinafter referred to as "GRANTEE", whether one or more, its successors and assigns, the right of way, easement and privilege of maintaining and using an existing roadway upon, over and across the following described lands, to wit:

Tract 44 (Resurvey) (a part of NW/4, Section 26), T28N, R113W, Sublette Co., WY

with the right of ingress and egress to and from the same.

TO HAVE AND TO HOLD unto the GRANTEE, its successors and assigns, so long as said roadway is used by the GRANTEE, its successors and assigns.

GRANTEE shall at all times indemnify and hold harmless the GRANTOR from and against any and all claims, demands, causes of action, liabilities, cost and expense of every nature, including reasonable attorney's fees, which GRANTOR may sustain or incur arising out of the construction, use, maintenance or removal of said roadway, or arising out of GRANTEE's presence upon GRANTOR's property or GRANTEE's acts or operations hereunder, whether or not caused or contributed to by GRANTOR's acts or facilities, except when caused by the sole negligence of the GRANTOR.

THIS RIGHT OF WAY AND EASEMENT shall be limited to the existing road on the above-described property.

EXECUTED on this the 3RD day of OCTOBER, 1990.

GRANTORS:
MOSQUITO CREEK RANCH

Walter Yose
WALTER YOSE, General Partner

Maurine W. Yose
MAURINE W. YOSE, General Partner

Steven B. Hoffman
STEVEN B. HOFFMAN, General Partner

Susan Hoffman
SUSAN HOFFMAN, General Partner

230619

RECORDED Oct. 16 1990 2:00 PM
IN BOOK 58 Misc. PAGE 19
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this the 3RD day of OCTOBER, 1990, personally appeared Walter Yose, Maurine Yose, Steven B. Hoffman, and Susan Hoffman, to me known to be the the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed and the free and voluntary act and deed of said Partnership, for the uses and purposes therein set forth, and in the capacity therin stated.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

DIANNE D[illegible]
Notary Public - State of Wyoming
Sublette County, Wyoming
Commission Expires

Notary Public

My commission expires: 9/8/93

Return to: V. J. Stover
Room 1210-A
Mobil Pipe Line Company
P. O. Box 900
Dallas, TX 75221

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO

NAME MRS. VERONICA FISHER
STREET ADDRESS 149 BRYN MAWR RD.
CITY STATE ZIP CLAREMONT, CA 91711

Title Order No _____ Escrow No _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AFFIDAVIT—DEATH OF JOINT TENANT

STATE OF CALIFORNIA }
COUNTY OF Orange } ss.

VERONICA A. FISHER, of legal age, being first duly sworn, deposes and says:

That JOHN READE FISHER, the decedent mentioned in the attached certified copy of Certificate of Death, is the same person as JOHN R. FISHER named as one of the parties in that certain WARRANTY DEED dated OCTOBER 20, 19 78, executed by JOHN W. HUCKABEE, III, a single man to JOHN R. FISHER and VERONICA A. FISHER, husband and wife, as joint tenants, recorded as Instrument No. 222371, on OCTOBER 20, 1988, in Book 28 DEEDS, Page 519, of the Official Records in the Office of the County Recorder of SUBLETTE County, State of California, concerning the following described real property situated in the City of _____, County of SUBLETTE, State of WYOMING

W½N½ Of Tract 12 of Sheet No. 7 of the Hoback Ranches Subdivision, Sublette County, Wyoming; (formerly known as the W½N½SE¼NE¼, Section 1, township 36 North, Range 113 West of the 6th P.M., Sublette County, Wyoming).

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

230630

RECORDED Oct. 17 19 90 11:35 A.M.
IN BOOK 58 Misc. PAGE 21
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Ly

That the value of all real and personal property owned by the decedent at the date of death, including the full value of the above described real property, did not then exceed the sum of $_____

Dated May 12, 1989

Veronica A. Fisher
(Signature of Joint Tenant)

VERONICA A. FISHER
(Type or Print Full Name of Joint Tenant)

(Signature of Joint Tenant)

(Type or Print Full Name of Joint Tenant)

SUBSCRIBED AND SWORN TO BEFORE ME

this 12 day of May, 1989

Larry A. Tourney
(Signature of Notary)

OFFICIAL SEAL
LARRY A. TOURNEY
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires July 31, 1992

AFFIDAVIT—DEATH OF JOINT TENANT
WOLCOTTS FORM 300—Rev 11-82

This standard form is intended for the typical situations encountered in the field indicated. However, before you sign [illegible], and make whatever changes are appropriate and necessary to your particular transaction. Consult a lawyer if you doubt the form's [illegible] and use.

©1982 WOLCOTTS, INC

CERTIFICATE OF DEATH
STATE OF CALIFORNIA

STATE FILE NUMBER 3 8 - 156883

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
JOHN	READE	FISHER	December 17, 1986	0051

3. SEX	4. RACE/ETHNICITY	5. SPANISH/HISPANIC	6. DATE OF BIRTH	7. AGE (IF UNDER 1 YEAR: MONTHS / IF UNDER 24 HOURS: DAYS / HOURS / MINUTES)
Male	Cauc.	NO ☒	December 30, 1930	57 YEARS

8. BIRTHPLACE OF DECEDENT (STATE OR FOREIGN COUNTRY)	9. NAME AND BIRTHPLACE OF FATHER	10. BIRTH NAME AND BIRTHPLACE OF MOTHER
New Jersey	John R. Fisher, New Jersey	Muriel Cowgill, Pennsylvania

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 52 TO 19 54	160 24 5843	Married	Veronica Collins

15. PRIMARY OCCUPATION	16. NUMBER OF YEARS THIS OCCUPATION	17. EMPLOYER (IF SELF-EMPLOYED, SO STATE)	18. KIND OF INDUSTRY OR BUSINESS
Publications	4	General Dynamics	Missile Mfg.

USUAL RESIDENCE

19A. USUAL RESIDENCE—STREET ADDRESS (STREET AND NUMBER OR LOCATION)	19B.	19C. CITY OR TOWN
149 Bryn Mawr		Claremont

19D. COUNTY	19E. STATE
Los Angeles	California

PLACE OF DEATH

21A. PLACE OF DEATH	21B. COUNTY
Pomona Valley Hosp. Med. Center	Los Angeles

21C. STREET ADDRESS (STREET AND NUMBER OR LOCATION)	21D. CITY OR TOWN
1798 N. Garey Avenue	Pomona

20. NAME AND ADDRESS OF INFORMANT—RELATIONSHIP
Veronica Fisher-wife
149 Bryn Mawr
Claremont, CA

CAUSE OF DEATH

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

IMMEDIATE CAUSE
(A) CARDIAC ARREST ◀ MINUTE

CONDITIONS, IF ANY, WHICH GAVE RISE TO THE IMMEDIATE CAUSE, STATING THE UNDERLYING CAUSE LAST.
DUE TO, OR AS A CONSEQUENCE OF
(B) PROBABLE M.I ◀ HOURS
DUE TO, OR AS A CONSEQUENCE OF
(C) HTN ◀ 10 YEAR

APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH

24. WAS DEATH REPORTED TO CORONER? Yes 88-54796
25. WAS BIOPSY PERFORMED? No
26. WAS AUTOPSY PERFORMED? No

23. OTHER SIGNIFICANT CONDITIONS—CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN 22A: NONE

27. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEMS 22 OR 23? No
27A. TYPE OF OPERATION
27B. DATE

PHYSICIAN'S CERTIFICATION

28A. 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.)	28B. PHYSICIAN—SIGNATURE AND DEGREE OR TITLE	28C. DATE SIGNED	28D PHYSICIAN'S LICENSE NUMBER
3/4/88	11/15/88	[signature]	12/20/88	A 03913

28E. TYPE PHYSICIAN'S NAME AND ADDRESS
Farhan Bakir, M.D. 9675 Monte Vista, Montclair, CA

CORONER'S USE ONLY

29. SPECIFY ACCIDENT, SUICIDE, ETC	30. PLACE OF INJURY	31. INJURY AT WORK	32A. DATE OF INJURY—MONTH, DAY, YEAR	32B HOUR

33. LOCATION (STREET AND NUMBER OR LOCATION AND CITY OR TOWN)

34. DESCRIBE HOW INJURY OCCURRED (EVENTS WHICH RESULTED IN INJURY)

35A. I CERTIFY THAT DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED. AS REQUIRED BY LAW I HAVE HELD AN (INQUEST-INVESTIGATION)

35B CORONER—SIGNATURE AND DEGREE OR TITLE

35C DATE SIGNED

36. DISPOSITION	37. DATE—MONTH, DAY, YEAR	38. NAME AND ADDRESS OF CEMETERY OR CREMATORY	39. EMBALMER'S LICENSE NUMBER AND SIGNATURE
Burial	Dec. 21, 1988	Oak Park Cmty. 410 Sycamore Claremont CA	7513 [signature]

40A. NAME OF FUNERAL DIRECTOR (OR PERSON ACTING AS SUCH)	40B. LICENSE NO	41. LOCAL REGISTRAR—SIGNATURE	42. DATE ACCEPTED BY LOCAL REGISTRAR
Todd Memorial Chapel	110	[signature]	DEC 29 1988

STATE REGISTRAR

A.	B.	C.	D	E.	F

S-111(1-85)

THIS IS A TRUE CERTIFIED COPY OF THE RECORD FILED IN THE COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES IF IT BEARS THIS SEAL IN PURPLE INK.

FEB 23 1999

28

[signature]
Director of Health Services and Registrar

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF WYOMING

UNITED STATES OF AMERICA, Plaintiff, v. PREMISES KNOWN AS LOT 99, BIG COUNTRY RANCHES, FOURTH FILING, a/k/a #1 Phillip Road, Boulder, Sublette County, Wyoming, including the residence and any and all other improvements thereon and appurtenances thereto; PREMISES KNOWN AS LOT 101, BIG COUNTRY RANCHES, FOURTH FILING, Sublette County, Wyoming, including any and all improvements thereon and appurtenances thereto; and $1,403.00 IN UNITED STATES CURRENCY, Defendants.	No. C89-0287

230633

RECORDED Oct. 11 19 90 1:00 PM
IN BOOK 58 Misc. PAGE 23
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By Jane Riley

DECREE OF FORFEITURE

This matter having come before the Court upon Plaintiff's Motion for Decree of Forfeiture and the Court, having reviewed and considered that motion and all pleadings and documents on file herein, and being otherwise fully advised in the premises, now therefore finds:

1. On October 6, 1989, a Verified Complaint for Forfeiture in Rem against the property Defendants, to-wit, Premises Known as Lot 99, Big Country Ranches, Fourth Filing, a/k/a #1 Phillip Road, Boulder, Sublette County, Wyoming, including the residence and any and all other improvements thereon and appurtenances thereto (hereinafter sometimes referred to as "Premises Known as Lot 99");

CERTIFED A TRUE COPY:
William C. Beaver
Clerk
By Jane Riley
Deputy Clerk

Premises Known as Lot 101, Big Country Ranches, Fourth Filing, Sublette County, Wyoming, including any and all improvements thereon and appurtenances thereto (hereinafter sometimes referred to as "Premises Known as Lot 101"); and $1,403.00 in United States Currency, was filed by the Plaintiff, United States of America. The Complaint alleges that the property Defendant, the Premises Known as Lot 99, was used or intended to be used in any manner or part to commit or to facilitate the commission of a violation of the Controlled Substances Act, punishable by more than one year's imprisonment; and, therefore, is subject to forfeiture to the United States pursuant to 21 U.S.C. Section 881(a)(7). The Complaint further alleges that the property Defendant, the Premises Known as Lot 101, is proceeds traceable to illegal exchanges of controlled substances; and, therefore, is forfeitable under 21 U.S.C. §881(a)(6). The Complaint also alleges that the property Defendant, $1,403.00 in United States Currency, was furnished or intended to be furnished in exchange for a controlled substance in violation of the Controlled Substances Act; and, therefore, is subject to forfeiture pursuant to 21 U.S.C. §881(a)(6).

2. Process was fully issued in this action and returned according to law.

3. Pursuant to the Warrant for Seizure and Arrest of Property issued by the Court herein, the United States Marshal for this District arrested the property Defendants, described in the

caption above, on October 11 and 12, 1989.

4. On October 10, 1989, Francis "Gus" Stallings, Jr., one of the persons from whom the property Defendants described in the caption above were seized, was personally served by the United States Marshal with the Summons and Verified Complaint filed herein.

5. On October 11, 1989, Brenda Stallings, a/k/a Brenda L. or Brenda K. Stallings, one of the persons from whom the property Defendants described in the caption above were seized, was personally served with the Summons and Verified Complaint filed herein by the United States Marshal.

6. On October 19, 1989, the Plaintiff United States filed a Notice of Forfeiture Action and Arrest of Property and served said notice by mail on all persons believed to have an interest herein, including Anne E. Barger, Jared Brandwein, and Victor D. Fulk.

7. On October 26, November 2, and November 9, 1989, notice of this action was published in the Pinedale Roundup.

8. On May 15, 1990, Victor D. Fulk, the record owner of the property Defendants, the Premises Known as Lot 99 and the Premises Known as Lot 101, was personally served with the Summons and Verified Complaint filed herein by the United States Marshal.

9. The only persons or entities to file a claim and answer herein were Anne E. Barger, surviving spouse and personal

representative of the estate of Fay C. Barger, and Jared Brandwein. Anne E. Barger claimed an interest in the Premises Known as Lot 99 and the Premises Known as Lot 101 by virtue of two contracts for deed. Jared Brandwein claimed an interest in the Premises Known as Lot 101, by virtue of a contract for deed.

10. Francis "Gus" Stallings, Jr., and Brenda Stallings, the persons from whom the property Defendants described in the caption above were seized, and Victor D. Fulk, the apparent record owner of the property Defendants, the Premises Known as Lot 99 and the Premises Known as Lot 101, failed to file either a claim or an answer herein and default was entered against each and all of them on June 20, 1990, by the Clerk of the Court.

11. No claim or answer whatsoever has been filed in this action pertaining to the Defendant property, $1,403.00 in United States Currency.

12. The time for filing a claim or answer herein has expired pursuant to the applicable rule, Rule C(6) of the Supplemental Rules for Certain Admiralty and Maritime Claims.

13. On September 6, 1990, a Stipulation and Settlement Agreement and Consent to Entry of Forfeiture Decree was filed, wherein Jared Brandwein and Anne E. Barger, surviving spouse and personal representative of the estate of Fay C. Barger, the only claimants herein, agreed and consented to the forfeiture of the property Defendants, the Premises Known as Lot 99 and Lot 101, and

in return the Plaintiff United States of America agreed to satisfy the interests of said claimants out of the proceeds of the sale of said forfeited property as set forth in the Stipulation.

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED that the property Defendants, to-wit, Premises Known as Lot 99, Big Country Ranches, Fourth Filing, a/k/a #1 Phillip Road, Boulder, Sublette County, Wyoming, including the residence and any and all other improvements thereon and appurtenances thereto; Premises Known as Lot 101, Big Country Ranches, Fourth Filing, Sublette County, Wyoming, including any and all improvements thereon and appurtenances thereto; and $1,403.00 in United States Currency, be and they hereby are forfeited to the United States of America pursuant to 21 U.S.C. §881 and no right, title or interest in or to said property Defendants shall exist in any other person, entity or party; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property Defendants, Premises Known as Lot 99, Big Country Ranches, Fourth Filing, a/k/a #1 Phillip Road, Boulder, Sublette County, Wyoming, including the residence and any and all other improvements thereon and appurtenances thereto; Premises Known as Lot 101, Big Country Ranches, Fourth Filing, Sublette County, Wyoming, including any and all improvements thereon and appurtenances thereto; and $1,403.00 in United States Currency, shall be disposed of according to law; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, upon sale of the Premises Known as Lot 99 and the Premises Known as Lot 101, the interests prior to forfeiture of Jared Brandwein and Anne E. Barger, surviving spouse and personal representative of Fay C. Barger identified hereinabove, shall be satisfied as set forth in the Stipulation and Settlement Agreement and Consent to Entry of Forfeiture Decree filed herein, which agreement is hereby ratified and confirmed.

DATED this 2 day of October, 1990.

EWING T. KERR
UNITED STATES DISTRICT COURT JUDGE

[redacted] [redacted] [redacted]

WAIVER OF EASEMENT

Doyle F. Child and Elaine C. Child, husband and wife of Box 248, Afton, Wyoming, successors to Hoback Ranches, Inc., a Wyoming corporation of Box 248, Afton, Wyoming do herein waive and relinquish all of their rights and privileges retained in Protective Covenant Number 20 in that instrument recorded May 4, 1976 in Book 31 of Miscellaneous, Page 636, Sublette County, Pinedale, Wyoming, as it pertains to Tract 2 of Rim Road Number II Subdivision as platted and filed in the above office.

WITNESS our hands this 27th day of September, 1990

230652

RECORDED Oct. 18 1990 4:50 P M
IN BOOK 58 Misc. PAGE 29
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

Doyle F. Child
DOYLE F. CHILD

Elaine C. Child
ELAINE C. CHILD

STATE OF WYOMING)
) ss
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by Doyle F. Child and Elaine C. Child, husband and wife this 27th day of September, 1990. Witness my hand and seal.

Della Mae Gibbons
Notary Public
County of
Lincoln
State of Wyoming
My Commission expires:

Della Mae Gibbons
NOTARY PUBLIC

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that VERNON T. DELGADO of the County of Sublette and State of Wyoming the party of the first part, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration lawful money of the United States of America, to him in hand paid by SUBLETTE INVESTMENTS, INC. the party of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto the said party of the second part its heirs, executors, administrators and assigns

1. Hanger #4 located at the Pinedale Airport.

TO HAVE AND TO HOLD the same to the said party of the second part its heirs, executors, administrators and assigns forever. And he does for himself and his heirs, executors, administrators covenant and agree to and with the said party of the second part, its heirs, executors, administrators and assigns to warrant and defend the sale of said property, goods and chattels hereby made unto the said party of the second part, its heirs, executors, administrators and assigns against all persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of October, 1990.

230660

RECORDED Oct. 19 1990 1:00 P M
IN BOOK 58 Misc. PAGE 30
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

Vernon T. Delgado
VERNON T. DELGADO

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

SUBSCRIBED and sworn to before me by VERNON T. DELGADO this 19th day of October, 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.

Susan C. Noble
Notary Public

My Commission Expires:

JULY 20, 1992

[redacted]ount # 643097
[redacted]ation # 54477
Work Order # 26489

CONTRACT FOR PURCHASE OF POWER

AGREEMENT made this 26th day of September, 1990, between LOWER VALLEY POWER AND LIGHT, INC., A Wyoming Corporation, of Afton and Jackson; (Lincoln County and Teton County, Wyoming) hereinafter called the "Seller", and ROBERT B. WELLS & ROSEMARY WELLS, husband & wife, Teton County, Wyoming; hereinafter called the "Consumer-Member".

WITNESSETH:
The Seller agrees to SELL and DELIVER to the Consumer-Member and the Consumer-Member AGREES to PURCHASE and RECEIVE from Seller all of the electric power and energy which the Consumer-Member may need on the premises described below:

BEING the SE 1/4 of T38N, R113W, Sublette County, Wyoming.

THE FOLLOWING TERMS SHALL APPLY:

a. Service shall be alternating current, single-phase,sixty cycles, 120/240 volts.
b. The electric system is to be installed in accordance with the Seller's Rules and Regulations.
c. Consumer-Member receiving underground service shall be responsible to establish final grade so that the conductors can be buried at the proper depth, backfill trench when necessary to repair normal settling, advise the Seller of the location of all foreign underground facilities, such as: water, sewer, telephone, cable TV and Consumer-Member owned electric wiring on the Consumer-Member's property, and shall be responsible for all damages resulting from failure to notify the Seller.
d. Consumer-Member shall furnish such easements as may be required by the Seller at no cost to the Seller.

2. PAYMENT:

a. Consumer-Member shall pay the Seller for service at the rates and upon the terms and conditions set forth in Schedule R-1 or subsequent revision, as approved by the Wyoming Public Service Commission. The total billing to the Consumer-Member for each calendar year shall not be less than $ 320.00 per meter, for the first five (5) years for service or for having service available, regardless of the applicable rate schedule.
b. In addition to Item (a) above the Consumer-Member shall pay $ 453.49 to the seller as a lump sum prior to commencement of construction.Consumer-Member shall receive no electric energy for this payment.
c. The initial billing period shall start when Consumer-Member begins using electric power or thirty (30) days after the Seller notifies the Consumer-Member in writing that service is available hereunder, whichever shall occur first.
d. If the Consumer-Member fails to pay his electric bills from the Seller and ceases to take electric service, the Consumer-Member shall remain liable for payment of the balance of this contract.

3. MEMBERSHIP
The Consumer-Member shall become a member of the Seller, fill out the Membership Application and pay the required Deposit.

4. TERM
This contract shall become effective on the date first above written and shall remain in effect until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other sixty (60) days notice in writing.

230693

RECORDED Oct. 23 19 90 8:30 A M
IN BOOK 58 Misc. PAGE 31
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Account #
Location #
Work Order #

5. SUCCESSION
This contract shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

CONSUMER-MEMBER ACKNOWLEDGES RECEIPT OF A COPY OF THE BY-LAWS, RULES AND REGULATIONS AND APPLICABLE RATE SCHEDULE.

LOWER VALLEY POWER AND LIGHT, INC.
Seller

Consumer-Member

Angie Jennings
Member Services Representative

Robert B. Wells
Rosemary Wells

Total Cost for Materials and Labor	= $	1407.84
Total Cost for Trenching	=	000.00
Total	= $	1407.84
+ BRINKERHOFF COST		3499.15
TOTAL		4906.99
/ 2 PARTIES		2453.49
	-	2000.00
CASH PAYMENT	$	453.49
ENGINEERING DEPOSIT	-	000.00
AMOUNT DUE	$	453.49

ANNUAL MINIMUM $ 2000 x 16% = $ 320.00 per meter

When weather and or other conditions dictate that the SELLER decides at his discretion to no longer trench, the trenching cost will be reimbursed to the CONSUMER-MEMBER on a per-unit basis for trenching completed.

STATE OF Wyo)

COUNTY OF Teton)

The foregoing instrument was acknowledged before me by _____

Richard C Mecca

as His free act and deed this 2nd day of October, 1990.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary Seal, the day and year in this Certificate written.

Joe E Bush

Notary Public for the State of Wyo, residing at Jackson

My Commission expiries: Sept 22, 1993

JOE E. BUSH NOTARY PUBLIC TETON COUNTY, WYOMING

RETURN TO: Lower Valley Power & Light, Inc.
P.O. Box 572
Jackson WY, 83001

The electric service you requested as per this contract has been completed and power is available to you. Billing will commence in accordance with paragraph 2 c above.

Date _____ By _____

[redacted] unt # 132322
Location # 54184
Work Order #25913

CONTRACT FOR PURCHASE OF POWER

AGREEMENT made this 9TH DAY OF MAY, 1990, between LOWER VALLEY POWER AND LIGHT, INC., A Wyoming Corporation, of Afton and Jackson; (Lincoln County and Teton County, Wyoming) hereinafter called the "Seller", and EARL B. BARNES & LUCILE S. BARNES, HUSBAND AND WIFE, Jackson, Teton County Wyoming; hereinafter called the "Consumer-Member".

WITNESSETH:
The Seller agrees to SELL and DELIVER to the Consumer-Member and the Consumer-Member AGREES to PURCHASE and RECEIVE from Seller all of the electric power and energy which the Consumer-Member may need on the premises described below:
N 1/2 SW 1/4, SW 1/4 SW 1/4 SECTION 21 T36N R114W, SUBLETTE COUNTY, WYOMING.

THE FOLLOWING TERMS SHALL APPLY:

1. SERVICE CHARACTERISTICS:
   a. Service shall be alternating current, single phase, sixty cycles, 120/240 volts.
   b. The electric system is to be installed in accordance with the Seller's Rules and Regulations.
   c. Consumer-Member receiving underground service shall be responsible to establish final grade so that the conductors can be buried at the proper depth, backfill trench when necessary to repair normal settling, advise the Seller of the location of all foreign underground facilities, such as: water, sewer, telephone, cable TV and Consumer-Member owned electric wiring on the Consumer-Member's property, and shall be responsible for all damages resulting from failure to notify the Seller.
   d. Consumer-Member shall furnish such easements as may be required by the Seller at no cost to the Seller.

2. PAYMENT:
   a. Consumer-Member shall pay the Seller for service at the rates and upon the terms and conditions set forth in Schedule R-1 or subsequent revision, as approved by the Wyoming Public Service Commission. The total billing to the Consumer-Member for each calendar year shall not be less than $ 320.00 , for the first five (5) years for service or for having service available, regardless of the applicable rate schedule.
   b. In addition to Item (a) above the Consumer-Member shall pay $3,908.25 to the Seller as a lump sum prior to commencement of construction. Consumer-Member shall receive no electric energy for this payment.
   c. The initial billing period shall start when Consumer-Member begins using electric power or thirty (30) days after the Seller notifies the Consumer-Member in writing that service is available hereunder, whichever shall occur first.
   d. If the Consumer-Member fails to pay his electric bills from the Seller and ceases to take electric service, the Consumer-Member shall remain liable for payment of the balance of this contract.

3. MEMBERSHIP
The Consumer-Member shall become a member of the Seller, fill out the Membership Application and pay the required Deposit.

4. TERM
This contract shall become effective on the date first above written and shall remain in effect until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other sixty (60) days notice in writing.

230694

RECORDED OCT. 23 1990 8:30A.
IN BOOK 58 Misc. PAGE 33
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mae Riley

Account # 132322
Location # 54184
Work Order # 25913

5. SUCCESSION
This contract shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

CONSUMER-MEMBER ACKNOWLEDGES RECEIPT OF A COPY OF THE BY-LAWS, RULES AND REGULATIONS AND APPLICABLE RATE SCHEDULE.

Earle B. Barnes
Lucile S. Barnes

LOWER VALLEY POWER AND LIGHT, INC.
Seller

Consumer-Member

Member Services Representative

+Earle B. Barnes

+

Total Cost for Materials and Labor = $ 5,908.25
Trenching = -0-
Total $ 5,908.25
Less $ 2,000.00
Cash payment $ 3,908.25

$2000.00 X 16% = $320 per year for 5 years.

When weather and or other conditions dictate that the SELLER decides at his discretion to no longer trench, the trenching cost will be reimbursed to the CONSUMER-MEMBER on a per-unit basis for trenching completed.

STATE OF Wyoming)

COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Earle B. Barnes & Lucile S. Barnes

as free act and deed this 14th day of May, 1990.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary Seal, the day and year in this Certificate written.

Notary Public for the State of Wyoming, residing at Jackson

My Commission expiries: May 1, 1993

LINDA WILLARD - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires May 1, 1993

RETURN TO: Lower Valley Power & Light, Inc.
P.O. Box 572
Jackson WY, 83001

The electric service you requested as per this contract has been completed and power is available to you. Billing will commence in accordance with paragraph 2 c a[redacted]

Date [redacted]

[redacted] ount # 201811
[redacted] ation # 54313
Work Order # 26230

CONTRACT FOR PURCHASE OF POWER

AGREEMENT made this 12th day of July, 1990, between LOWER VALLEY POWER AND LIGHT, INC., A Wyoming Corporation, of Afton and Jackson; (Lincoln County and Teton County, Wyoming) hereinafter called the "Seller", and WILLIAM CARL CALDWELL & SANDRA KAY CALDWELL, Sublette County, Wyoming; hereinafter called the "Consumer-Member".

WITNESSETH:
The Seller agrees to SELL and DELIVER to the Consumer-Member and the Consumer-Member AGREES to PURCHASE and RECEIVE from Seller all of the electric power and energy which the Consumer-Member may need on the premises described below:

BEING Tract #1, Sheet 12, Hoback Ranches Subdivision, being a part of the NE 1/4 NE 1/4 NE 1/4 of Section 12, T36N, R113W, Sublette County, Wyoming.

THE FOLLOWING TERMS SHALL APPLY:

a. Service shall be alternating current, single phase,sixty cycles,120/240 volts.
b. The electric system is to be installed in accordance with the Seller's Rules and Regulations.
c. Consumer-Member receiving underground service shall be responsible to establish final grade so that the conductors can be buried at the proper depth, backfill trench when necessary to repair normal settling, advise the Seller of the location of all foreign underground facilities, such as: water, sewer, telephone, cable TV and Consumer-Member owned electric wiring on the Consumer-Member's property, and shall be responsible for all damages resulting from failure to notify the Seller.
d. Consumer-Member shall furnish such easements as may be required by the Seller at no cost to the Seller.

2. PAYMENT:

a. Consumer-Member shall pay the Seller for service at the rates and upon the terms and conditions set forth in Schedule R-1 or subsequent revision, as approved by the Wyoming Public Service Commission. The total billing to the Consumer-Member for each calendar year shall not be less than $ 320.00 , for the first five (5) years for service or for having service available, regardless of the applicable rate schedule.
b. In addition to Item (a) above the Consumer-Member shall pay $ 946.86 to the seller as a lump sum prior to commencement of construction.Consumer-Member shall receive no electric energy for this payment.
c. The initial billing period shall start when Consumer-Member begins using electric power or thirty (30) days after the Seller notifies the Consumer-Member in writing that service is available hereunder, whichever shall occur first.
d. If the Consumer-Member fails to pay his electric bills from the Seller and ceases to take electric service, the Consumer-Member shall remain liable for payment of the balance of this contract.

3. MEMBERSHIP
The Consumer-Member shall become a member of the Seller, fill out the Membership Application and pay the required Deposit.

4. TERM
This contract shall become effective on the date first above written and shall remain in effect until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other sixty (60) days notice in writing.

230695

RECORDED Oct. 23 1990 8:40 A M
IN BOOK 58 Misc. PAGE 35
FEES $ 6.00 Mary L. Lankford SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

35

Account # 201811
Location # 54313
Work Order # 26230

36

5. SUCCESSION
This contract shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

CONSUMER-MEMBER ACKNOWLEDGES RECEIPT OF A COPY OF THE BY-LAWS, RULES AND REGULATIONS AND APPLICABLE RATE SCHEDULE.

LOWER VALLEY POWER AND LIGHT, INC.
Seller

Member Services Representative

Consumer-Member

X William Caldwell

X Sandra K. Caldwell

Total Cost for Materials and Labor = $ 2449.03
Total Cost for Trenching = 000.00
Total = $ 2449.03

JERRY JOHNSON COST 3444.69
TOTAL 5893.72
/ 2 LOCATIONS 2946.86

CASH PAYMENT - 2000.00
ENGINEERING FEE $ 946.86
_ 000.00

AMOUNT DUE $ 946.86

ANNUAL MINIMUM $2000 x 16% = $ 320.00

When weather and or other conditions dictate that the SELLER decides at his discretion to no longer trench, the trenching cost will be reimbursed to the CONSUMER-MEMBER on a per-unit basis for trenching completed.

STATE OF Wyoming
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by William Caldwell & Sandra K. Caldwell
as their free act and deed this 13th day of July, 1990.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary Seal, the day and year in this Certificate written.

Angela M. Jennings
Notary Public for the State of Wyoming, residing at Jackson
My Commission expiries: May 3, 1994

ANGELA M. JENNINGS NOTARY PUBLIC TETON COUNTY, WYOMING COMMISSION EXPIRES MAY 3, 1994

RETURN TO: Lower Valley Power & Light, Inc.
P.O. Box 572
Jackson WY, 83001

The electric service you requested as per this contract has been completed and power is available to you. Billing will commence in accordance with paragraph 2 c abc [redacted]

[redacted]
Date

[redacted] nt # 734124
...ction # 54091
Work Order # 25732

CONTRACT FOR PURCHASE OF POWER

AGREEMENT made this 16th day of MARCH, 1990, between LOWER VALLEY POWER AND LIGHT, INC., A Wyoming Corporation, of Afton and Jackson; (Lincoln County and Teton County, Wyoming) hereinafter called the "Seller", and DAVID A. PIERCE & DONNA M. PIERCE, Jackson, Teton County Wyoming; hereinafter called the "Consumer-Member".

WITNESSETH:
The Seller agrees to SELL and DELIVER to the Consumer-Member and the Consumer-Member AGREES to PURCHASE and RECEIVE from Seller all of the electric power and energy which the Consumer-Member may need on the premises described below:

NORTH 2/3 OF TRACT 3, HOBACK RANCHES SUBDIVISION, SUBLETTE, COUNTY, WYOMING.

THE FOLLOWING TERMS SHALL APPLY:

1. SERVICE CHARACTERISTICS:
   a. Service shall be alternating current, single phase, sixty cycles, 120/240 volts.
   b. The electric system is to be installed in accordance with the Seller's Rules and Regulations.
   c. Consumer-Member receiving underground service shall be responsible to establish final grade so that the conductors can be buried at the proper depth, backfill trench when necessary to repair normal settling, advise the Seller of the location of all foreign underground facilities, such as: water, sewer, telephone, cable TV and Consumer-Member owned electric wiring on the Consumer-Member's property, and shall be responsible for all damages resulting from failure to notify the Seller.
   d. Consumer-Member shall furnish such easements as may be required by the Seller at no cost to the Seller.

2. PAYMENT:
   a. Consumer-Member shall pay the Seller for service at the rates and upon the terms and conditions set forth in Schedule R-1 or subsequent revision, as approved by the Wyoming Public Service Commission. The total billing to the Consumer-Member for each calendar year shall not be less than $ 320.00 , for the first five (5) years for service or for having service available, regardless of the applicable rate schedule.
   b. In addition to Item (a) above the Consumer-Member shall pay $ 3,553.95 to the Seller as a lump sum prior to commencement of construction.Consumer-Member shall receive no electric energy for this payment.
   c. The initial billing period shall start when Consumer-Member begins using electric power or thirty (30) days after the Seller notifies the Consumer-Member in writing that service is available hereunder, whichever shall occur first.
   d. If the Consumer-Member fails to pay his electric bills from the Seller and ceases to take electric service, the Consumer-Member shall remain liable for payment of the balance of this contract.

3. MEMBERSHIP
The Consumer-Member shall become a member of the Seller, fill out the Membership Application and pay the required Deposit.

4. TERM
This contract shall become effective on the date first above written and shall remain in effect until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other sixty (60) days notice in writing.

230696

RECORDED Oct. 23 1990 8:40 A.M.
IN BOOK 58 Misc. PAGE 37
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Nan Ley

37

Account # 734124
Location # 54091
Work Order # 25732

5. SUCCESSION
This contract shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

CONSUMER-MEMBER ACKNOWLEDGES RECEIPT OF A COPY OF THE BY-LAWS, RULES AND REGULATIONS AND APPLICABLE RATE SCHEDULE.

David A. Pierce
Donna M. Pierce

LOWER VALLEY POWER AND LIGHT, INC.
Seller

Consumer-Member

Linda Willard
Member Services Representative

Total Cost for Materials and Labor =	$ 5,553.95
Trenching =	-0-
Total	$ 5,553.95
Less	$ 2,000.00
Cash payment	$ 3,553.95

ANNUAL MINIMUM $2000 x 16% = $ 320.00 per year for 5 years.

When weather and or other conditions dictate that the SELLER decides at his discretion to no longer trench, the trenching cost will be reimbursed to the CONSUMER-MEMBER on a per-unit basis for trenching completed.

STATE OF Wyoming)

COUNTY OF Teton)

The foregoing instrument was acknowledged before me by David A. Pierce and Donna M. Pierce

as their free act and deed this 27th day of March, 1990.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary Seal, the day and year in this Certificate written.

Linda Willard

Notary Public for the State of Wyoming, residing at Jackson

My Commission expiries: May 1, 1993

RETURN TO: Lower Valley Power & Light, Inc.
P.O. Box 572
Jackson WY, 83001

LINDA WILLARD - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires May 1, 1993

The electric service you requested as per this contract has been completed and power is available to you. Billing will commence in accordance with paragraph 2 c above.

[redacted] _____ [redacted] _____ [redacted]

[redacted] ount # 189248
[redacted] cation # 54194
Work Order # 25933

CONTRACT FOR PURCHASE OF POWER

AGREEMENT made this 4th day of June, 1990, between LOWER VALLEY POWER AND LIGHT, INC., A Wyoming Corporation, of Afton and Jackson; (Lincoln County and Teton County, Wyoming) hereinafter called the "Seller", and JAMES A. BUCHANAN & LOIS M. BUCHANAN, husband and wife, as individuals, Teton County, Wyoming; hereinafter called the "Consumer-Member".

WITNESSETH:
The Seller agrees to SELL and DELIVER to the Consumer-Member and the Consumer-Member AGREES to PURCHASE and RECEIVE from Seller all of the electric power and energy which the Consumer-Member may need on the premises described below:

BEING a part of Lot 7 of the Gypsum Creek Subdivision, No. 5, Sublette County, Wyoming.

THE FOLLOWING TERMS SHALL APPLY:

a. Service shall be alternating current, single phase,sixty cycles,120/240 volts.
b. The electric system is to be installed in accordance with the Seller's Rules and Regulations.
c. Consumer-Member receiving underground service shall be responsible to establish final grade so that the conductors can be buried at the proper depth, backfill trench when necessary to repair normal settling, advise the Seller of the location of all foreign underground facilities, such as: water, sewer, telephone, cable TV and Consumer-Member owned electric wiring on the Consumer-Member's property, and shall be responsible for all damages resulting from failure to notify the Seller.
d. Consumer-Member shall furnish such easements as may be required by the Seller at no cost to the Seller.

2. PAYMENT:

a. Consumer-Member shall pay the Seller for service at the rates and upon the terms and conditions set forth in Schedule R-1 or subsequent revision, as approved by the Wyoming Public Service Commission. The total billing to the Consumer-Member for each calendar year shall not be less than $ 320.00 , for the first five (5) years for service or for having service available, regardless of the applicable rate schedule.
b. In addition to Item (a) above the Consumer-Member shall pay $5648.86 to the seller as a lump sum prior to commencement of construction.Consumer-Member shall receive no electric energy for this payment.
c. The initial billing period shall start when Consumer-Member begins using electric power or thirty (30) days after the Seller notifies the Consumer-Member in writing that service is available hereunder, whichever shall occur first.
d. If the Consumer-Member fails to pay his electric bills from the Seller and ceases to take electric service, the Consumer-Member shall remain liable for payment of the balance of this contract.

3. MEMBERSHIP
The Consumer-Member shall become a member of the Seller, fill out the Membership Application and pay the required Deposit.

4. TERM
This contract shall become effective on the date first above written and shall remain in effect until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other sixty (60) days notice in writing.

230697

RECORDED Oct. 23 1990 8:46 A M
IN BOOK 58 Misc. PAGE 39
FEES $ 6.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jane Riley

Pa

Account # 189248
Location # 54194
Work Order # 25933

5. SUCCESSION
This contract shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

CONSUMER-MEMBER ACKNOWLEDGES RECEIPT OF A COPY OF THE BY-LAWS, RULES AND REGULATIONS AND APPLICABLE RATE SCHEDULE.

LOWER VALLEY POWER AND LIGHT, INC.
Seller

Angie Jennings
Member Services Representative

Consumer-Member

X _____

X _____

Total Cost for Materials and Labor	=	$ 6240.05
Total Cost for Trenching	=	1408.80
Total	=	$ 7648.86
		- 2000.00
CASH PAYMENT		$ 5648.86
ENGINEERING FEE		100.00
AMOUNT DUE		$ 5548.86

ANNUAL MINIMUM $2000 x 16% = $ 320.00

When weather and or other conditions dictate that the SELLER decides at his discretion to no longer trench, the trenching cost will be reimbursed to the CONSUMER-MEMBER on a per-unit basis for trenching completed.

STATE OF Wyoming
COUNTY OF Teton

The foregoing instrument was acknowledged before me by James A Buchanan & Lois M. Buchanan as their free act and deed this 4th day of June, 1990.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary Seal, the day and year in this Certificate written.

Angela M. Jennings
Notary Public for the State of Wyoming residing at Jackson

My Commission expiries: May 3rd, 1994

ANGELA M. JENNINGS NOTARY PUBLIC COMMISSION EXPIRES MAY 3, 1994 TETON COUNTY, WYOMING

RETURN TO: Lower Valley Power & Light, Inc.
P.O. Box 572
Jackson WY, 83001

The electric service you requested as per this contract has been completed and power is available to you. Billing will commence in accordance with paragraph 2 c above.

[redacted] ount # 384809
ocation # 54235
Work Order # 26079

CONTRACT FOR PURCHASE OF POWER

AGREEMENT made this 17th day of July, 1990, between LOWER VALLEY POWER AND LIGHT, INC., A Wyoming Corporation, of Afton and Jackson; (Lincoln County and Teton County, Wyoming) hereinafter called the "Seller", and HANS R. GRAF, an individual, Jackson, Teton County, Wyoming; hereinafter called the "Consumer-Member".

WITNESSETH:
The Seller agrees to SELL and DELIVER to the Consumer-Member and the Consumer-Member AGREES to PURCHASE and RECEIVE from Seller all of the electric power and energy which the Consumer-Member may need on the premises described below:

BEING the NW 1/4 of Section 10, T36N, R114W, Sublette County, Wyoming.

THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY:

1. SERVICE CHARACTERISTICS:
   a. Service shall be alternating current, single-phase, sixty cycles, 120/240 volts.
   b. The electric system is to be installed in accordance with the Seller's Rules and Regulations.
   c. Consumer-Member receiving underground service shall be responsible to establish final grade so that the conductors can be buried at the proper depth, backfill trench when necessary to repair normal settling, advise the Seller of the location of all foreign underground facilities, such as: water, sewer, telephone, cable TV and Consumer-Member owned electric wiring on the Consumer-Member's property, and shall be responsible for all damages resulting from failure to notify the Seller.
   d. Consumer-Member shall furnish such easements as may be required by the Seller at no cost to the Seller.

2. PAYMENT:
   a. Consumer-Member shall pay the Seller for service at the rates and upon the terms and conditions set forth in Schedule R-1 or subsequent revision, as approved by the Wyoming Public Service Commission. The total billing to the Consumer-Member for each calendar year shall not be less than $ 278.39 per meter for the first five (5) years for service or for having service available, regardless of the applicable rate schedule.
   b. In addition to Item (a) above the Consumer-Member shall pay -0- to the Seller as a lump sum prior to commencement of construction. Consumer-Member shall receive no electric energy for this payment.
   c. The initial billing period shall start when Consumer-Member begins using electric power or thirty (30) days after the Seller notifies the Consumer-Member in writing that service is available hereunder, whichever shall occur first.
   d. If the Consumer-Member fails to pay his electric bills from the Seller and ceases to take electric service, the Consumer-Member shall remain liable for payment of the balance of this contract.

3. MEMBERSHIP
The Consumer-Member shall become a member of the Seller, fill out the Membership Application and pay the required Deposit.

4. TERM
This contract shall become effective on the date first above written and shall remain in effect until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other sixty (60) days notice in writing.

230698

RECORDED Oct. 23 AD 90 8:46 A M
IN BOOK 58 Misc. PAGE 41
Page
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

41

Account # 384809
Location # 54235
Work Order # 26079

5. SUCCESSION
This contract shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

CONSUMER-MEMBER ACKNOWLEDGES RECEIPT OF A COPY OF THE BY-LAWS, RULES AND REGULATIONS AND APPLICABLE RATE SCHEDULE.

LOWER VALLEY POWER AND LIGHT, INC.
Seller

Consumer-Member

Member Services Representative

Total Cost for Materials and Labor = $ 1409.92
Total Cost for Trenching = 330.05
$ 1739.97
16%
ANNUAL MINIMUM $ 278.39

When weather and or other conditions dictate that the SELLER decides at his discretion to no longer trench, the trenching cost will be reimbursed to the CONSUMER-MEMBER on a per-unit basis for trenching completed.

STATE OF WYOMING)

COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____

Hans R. Graf

as his free act and deed this 30th day of July, 1990.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary Seal, the day and year in this Certificate written.

Notary Public for the State of Wyoming, residing at Jackson, Wyoming.

My Commission expiries: 1-26-94

SARA LYNN LENTZ NOTARY PUBLIC TETON COUNTY, WYOMING COMMISSION EXPIRES JANUARY 26, 1994

RETURN TO: Lower Valley Power & Light, Inc.
P.O. Box 572
Jackson WY, 83001

The electric service you requested as per this contract has been completed and power is available to you. Billing will commence in accordance with paragraph 2 c above.

Date _____ By _____

[redacted] [redacted] [redacted]

Acct. [redacted]4809 - 54235
Work Order #26079
Sec.10 , T36N, R114W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

That I, the undersigned, HANS R. GRAF, an individual, of good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto Lower Valley Power and Light, Inc., a Cooperative Corporation, of Afton and Jackson, Wyoming and to its successors and assigns, a perpetual easement and right-of-way for the construction and continued maintenance, repair, alteration and replacement of the electric distribution circuits of the grantee to be constructed and maintained under, over, upon, and across the premises of grantor in Sublette County, State of Wyoming, along a line described as follows, to-wit:

BEING a part of the NW 1/4 of Section 10, T36N, R114W, Sublette County, Wyoming.

BEGINNING at a point being the Northeast corner of said Section 10; thence W 3100 feet; thence S 48 degrees W 2310 feet to Point A; thence easement begins and bears S 60 degrees E 170 feet; thence S 15 degrees E 776 feet; thence from point A again S 48 degrees W 62 feet; thence N 46 degrees W 89 feet; thence S 26 degrees W 10 feet.

RIGHT-OF-WAY Width 15 feet on each side of described line.

Together with all necessary and reasonable rights of ingress and egress and to excavate and refill ditches and trenches for the location and repair of said facilities and to cut, trim, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of the facilities. The undersigned agrees 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 17th day of July, 1990.

230699

RECORDED OCT. 23 1990 8:40 A M
IN BOOK 58 Misc. PAGE 43
FEES $ no Mary L. Lankford SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mare Riley

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me by, as their free act and deed this 30th day of July, 1990.

Notary Public

My Commission Expires:

SARA LYNN LENTZ ★ NOTARY PUBLIC ★ TETON COUNTY, WYOMING ★ COMMISSION EXPIRES JANUARY 26, 1994

Acct.# 189248 - 54194
Work Order #25933
Sec.36, T38N, R110W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

That WE, the undersigned, JAMES A. BUCHANAN & LOIS M. BUCHANAN, husband and wife 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 Teton County, State of Wyoming, along a line described as follows, to-wit:

BEING a part of Lot 7 of the Gypsum Creek Subdivision no. 5, Sublette County Wyoming.

BEGINNING at a point being the Northwest Corner of said Lot #7; thence easement begins and bears S 58 degrees E 53 feet.

Right of Way width to be 10 feet on each side of described line.

Together with all necessary and reasonable rights of ingress and egress and to excavate and refill ditches and trenches for the location and repair of said facilities and to cut, trim, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of the facilities. The undersigned agrees 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 4th day of June, 1990.

230700

RECORDED OCT. 23 19 90 8:46 A M
IN BOOK 58 Misc. PAGE 44
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

STATE OF Wyoming
COUNTY OF Teton

The foregoing instrument was acknowledged before me by

as their free act and deed this 4th day of June , 1990.

Angela M. Jennings
Notary Public

My Commission Expires: May 3rd, 1994

ANGELA M. JENNINGS NOTARY PUBLIC TETON COUNTY, WYOMING COMMISSION EXPIRES MAY 3, 1994

[redacted] [redacted] [redacted]

Acct. #201811 - 54313
Work Order #26230
Sec. 12, T36N, R113W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

That WE, the undersigned, WILLIAM CARL CALDWELL & SANDRA KAY CALDWELL, of 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 Teton County, State of Wyoming, along a line described as follows, to-wit:

BEING a part of Tract 1, Sheet 12, Hoback Ranches Subdivision, also the NE 1/4, NE 1/4, NE 1/4 of Section 12, T36N, R113W, Sublette County, Wyoming.

BEGINNING at a point being the Northeast corner of said Tract #1; thence easement begins and bears S 57 degrees W, 585 feet.

RIGHT-OF-WAY Width 06 feet on each side of described line.

Together with all necessary and reasonable rights of ingress and egress and to excavate and refill ditches and trenches for the location and repair of said facilities and to cut, trim, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of the facilities. The undersigned agrees 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 11th day of July, 1990.

X William Caldwell

X Sandra K. Caldwell

230701

RECORDED Oct. 23 19 90 8:40 A M
IN BOOK 58 Misc. PAGE 45
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Lee

STATE OF Wyoming)
)
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by, William Caldwell & Sandra K. Caldwell as their free act and deed this 13th day of July, 1990.

Angela M. Jennings
Notary Public

My Commission Expires: May 3, 1994

ANGELA M. JENNINGS NOTARY PUBLIC TETON COUNTY, WYOMING COMMISSION EXPIRES MAY 3, 1994

Acct.# 734124-54091
Work Order #25732

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

That WE, the undersigned, DAVID A. PIERCE AND DONNA M. PIERCE, 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 Teton County, State of Wyoming, along a line described as follows, to-wit:

Being a part of the North 2/3 of Tract 3, Hoback Ranches Subdivision, Sublette County, Wyoming, more accurately described as follows:

Beginning at a point being the Northwest corner of said Tract 3, thence South 62 degrees East, 190 feet; thence easement begins and bears South 18 degrees West, 142 feet; thence South 28 degrees East, 226 feet; thence South 62 degrees East, 336 feet.

Right of way width to be 6 feet each side of described center line.

Together with all necessary and reasonable rights of ingress and egress and to excavate and refill ditches and trenches for the location and repair of said facilities and to cut, trim, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of the facilities. The undersigned agrees 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 27th day of March 1990

X David A. Pierce

X Donna M. Pierce

230702

RECORDED Oct. 23 19 90 8:40 A M
IN BOOK 58 Misc PAGE 46
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF Wyoming)
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by David A. Pierce and Donna M. Pierce

as their free act and deed this 27th day of March , 1990

Linda Willard
Notary Public

My Commission Expires: May 1,1993

LINDA WILLARD - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires May [redacted]

[redacted] [redacted] [redacted]

Acct.# 132322-54184
Work Order #25913

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

That WE, the undersigned, EARLe B. BARNES & LUCILE S. BARNES, HUSBAND AND WIFE, 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 Teton County, State of Wyoming, along a line described as follows, to-wit:

Being a part of the N 1/2 SW 1/4, SW 1/4 SW 1/4 Section 21 T36N, R114W, Sublette County, Wyoming, being a part of the Dead Shot Ranch, more accurately described as follows.

Beginning at a point being the CW 1/6 of said Section 21; thence South 74 23 degrees West 319 feet; thence easement begins and bears South 74 degrees East 59 feet; thence South 56 degrees East 974 feet; thence South 44 degrees East 114 feet; thence South 59 degrees East 108 feet; thence South 39 degrees West 75 feet.

Right of way width to be 15 feet either side of described centerline of underground powerline.

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 the facilities. The undersigned agrees 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 day of 1990

x Earle B. Barnes

x Lucile S. Barnes

230703

RECORDED Oct. 23 19 90 8:46 A M
IN BOOK 58 Misc. PAGE 47
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me by
EARLe B. BARNES & Lucile S. Barnes
as their free act and deed this 14th day of May , 1990

LINDA WILLARD - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires May 1, 1993

Linda Willard
Notary Public

My commission expires: May 1, 1993.

ACCT. #643097-54477
WORK ORDER # 26489
SEC.33,T38N,R113W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

That WE, the undersigned, ROBERT B. WELLS & ROSEMARY WELLS, husband & wife, 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 Teton County, State of Wyoming, along a line described as follows, to-wit:

BEING a part of the SE 1/4 of Section 33, T38N, R113W, Sublette County, Wyoming.

BEGINNING at a point being the Southeast corner of the SE 1/4 of said Section 33; thence N 0 degrees 02' W, 1278 feet; thence easement begins and bears N 89 degrees E, 660 feet; thence S 333 feet.

RIGHT-OF-WAY Width 8 feet on each side of described line.

Together with all necessary and reasonable rights of ingress and egress and to excavate and refill ditches and trenches for the location and repair of said facilities and to cut, trim, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of the facilities. The undersigned agrees that all poles, wires and otherfacilities, 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 27th day of September, 1990.

Robert B. Wells

Rosemary Wells

230704

RECORDED OCT. 23 19 90 8:40 A M
IN BOOK 58 Misc. PAGE 48
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

STATE OF Wyo)
)
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Robert & Rosemary as their free act and deed this 2ND day of Oct, 1990.

JOE E. BUSH NOTARY PUBLIC TETON

Joe E Bush
Notary Public

My Commission Expires: Sept 27, 1993

[redacted] [redacted] [redacted]

AGREEMENT

This agreement is entered into by Leon C. Hirsch and Turi Hirsch, aka Turi Josefsen, husband and wife, and High Mountain Ranches, Inc., a Wyoming corporation, (hereafter collectively referred to as "Debtors") and Metropolitan Life Insurance Company (hereafter referred to as "Secured Party").

Recitals

A. On May 10, 1989, Leon C. Hirsch and Turi Hirsch, aka Turi Josefsen, husband and wife, and Antelope Run Ranch, Inc. entered into a Security Agreement (hereafter referred to as Security Agreement of May 10, 1989) with Secured Party in connection with the loan described in paragraph 2.(a) below.

B. On October 9, 1989, Leon C. Hirsch and Turi Hirsch, aka Turi Josefsen, and Antelope Run Ranch, a Wyoming corporation, and Canyon Ranch, Inc., a Montana corporation entered into an Amended Security Agreement (hereafter referred to as Amended Security Agreement of October 9, 1989) with Secured Party in connection with the loan described in paragraph 2.(b) below.

C. Debtors have substituted, and may desire to periodically substitute, certain certificates of stock of United States Surgical Corporation for stock certificates held as collateral by Secured Party under the Amended Security Agreement of October 9, 1989 and the Security Agreement of May 10, 1989.

D. On January 12, 1990, Antelope Run Ranch, Inc., a Wyoming corporation, and Canyon Ranch, Inc., a Montana corporation, entered into an Agreement of Merger whereby Canyon Ranch, Inc. agreed to merge with Antelope Run Ranch, Inc., as the surviving corporation.

E. On January 24, 1990, Articles of Amendment of Antelope Run Ranch, Inc. were filed amending the Articles of Incorporation to change the name of Antelope Run Ranch, Inc. to High Mountain Ranches, Inc.

F. On January 24, 1990, Articles of Merger were filed with the Secretary of State of Wyoming reflecting that Canyon Ranch, Inc. had merged into High Mountain Ranches, Inc.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. Upon the request of the Debtors, Secured Party may, from time to time and in its sole and absolute discretion, allow Debtors to substitute as collateral under the Amended Security Agreement of October 9, 1989 and Security Agreement of May 10, 1989 different stock certificates in United States Surgical Corporation owned by Debtors for the stock certificates presently or hereafter held by Metropolitan as collateral under said agreements. All such substituted stock certificates shall be held as security and deemed pledged as if originally pledged for the secured obligations as defined in the Amended Security Agreement of October 9, 1989 and the Security Agreement of May 10, 1989 and shall be subject to all the terms, conditions, and representations of said agreements. All such substituted stock certificates shall be accompanied by an assignment separate from certificate duly endorsed in blank by the Debtors with Debtors' signatures on the assignment separate from certificate duly guaranteed, and the assignment shall irrevocably appoint Secured Party as Debtors' attorney-in-fact to transfer the

230720

RECORDED Oct. 23 19 90 3:00 P M
IN BOOK 58 M.SC. PAGE 49
FEES $ 10.00 Mary L. Langford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley Jr.

49

shares of stock on the books of the issuing corporation to the name of the Secured Party or its nominee.

Any change in the number or value of the pledged shares, whether more or less than originally pledged, shall in no way operate to limit the effectiveness of Secured Party's lien in the shares of stock then held by Security Party.

All such substituted stock certificates shall be free and clear of any liens, encumbrances, and claims of third parties and there shall be no restrictions upon the transfer of any such substituted certificates.

2. A default

(a) Under the First Mortgage Note dated May 10, 1989 in the principal amount of $3,700,000.00 executed by Leon C. Hirsch and Turi Hirsch, aka Turi Josefsen and Antelope Run Ranch, Inc. to Secured Party or under the First Mortgage of May 10, 1989 executed by Leon C. Hirsch and Turi Hirsch, aka Turi Josefsen and Antelope Run Ranch, Inc. to secure said note or any other documents related thereto, or

(b) Under the First Mortgage Note dated October 9, 1989 in the principal amount of $2,000,000.00 executed by Leon C. Hirsch and Turi Hirsch, aka Turi Josefsen and Canyon Ranch, Inc. to Secured Party or under the First Mortgage of October 9, 1989 executed by Leon C. Hirsch and Turi Hirsch, aka Turi Josefsen and Canyon Ranch, Inc. to secure said note or any other documents related thereto, or

(c) Under the First Mortgage Note dated September 25, 1989 in the principal amount of $315,000.00 executed by Leon C. Hirsch and Turi Hirsch, aka Turi Josefsen and Antelope Run Ranch, Inc. to Secured Party or under the First Mortgage of September 25, 1989 executed by Leon C. Hirsch and Turi Hirsch, aka Turi Josefsen and Antelope Run Ranch, Inc. to secure said note or any other documents related thereto,

shall constitute a default under the Amended Security Agreement of October 9, 1989 and the Security Agreement of May 10, 1989. The Amended Security Agreement of October 9, 1989 and the Security Agreement of May 10, 1989 shall secure the performance of all of Debtors' obligations under the above-described notes and mortgages.

3. Except as specifically modified herein, the terms of the Security Agreement of May 10, 1989 and the Amended Security Agreement of October 9, 1989, shall remain in full force and effect.

4. Debtors agree to continue to be bound by and to perform all of the terms and conditions of the above-described notes and mortgages and any other documents securing the above-described notes and mortgages and any other agreements entered into in connection with the loan made by the Secured Party to Leon C. Hirsch and Turi Hirsch, aka Turi Josefsen, and Antelope Run Ranch, Inc., and Canyon Ranch, Inc. Debtors also agree that the terms and conditions of such documents shall remain in full force and effect, and Debtors warrant that the merger of Canyon Ranch, Inc. into

Antelope Run Ranch, Inc. and the change of name of Antelope Run Ranch, Inc. to High Mountain Ranches, Inc. will not affect the priority of Secured Party's mortgage and security interest in the collateral given as security for the above-described loans and that Secured Party has a first priority security interest in all of the collateral given as security for these loans.

5. High Mountain Ranches, Inc. assumes and agrees to pay and to perform all of the obligations of Canyon Ranch, Inc. and Antelope Run Ranch, Inc. under the above-described notes, mortgages, and other documents executed to secure the above-described notes.

DATED this 19th day of JULY, 1990.

LEON C. HIRSCH

TURI HIRSCH, AKA TURI JOSEFSEN

HIGH MOUNTAIN RANCHES, INC.

By: President - Leon C. Hirsch

ATTEST:

Secretary- Turi Hirsch

METROPOLITAN LIFE INSURANCE COMPANY

By:
Title: ASSISTANT VICE-PRESIDENT

STATE OF Colorado)
) SS.
COUNTY OF Eagle)

The foregoing instrument was acknowledged before me this 19th day of July, 1990, by Leon C. Hirsch and Turi Hirsch, aka Turi Josefsen, husband and wife.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: 3/31/91

STATE OF [illegible])
) SS.
COUNTY OF [illegible])

The foregoing instrument was acknowledged before me this 17th day of [illegible], 1990, by [illegible] of High Mountain Ranches, Inc., a Wyoming corporation.

WITNESS my hand and official seal.

[illegible]
Notary Public

My Commission Expires: 3/31/94

STATE OF Kansas)
) SS.
COUNTY OF Johnson)

The foregoing instrument was acknowledged before me this 21st day of August, 1990, by KENNETH L. KOLLAR, ASSISTANT VICE-PRESIDENT of Metropolitan Life Insurance Company.

WITNESS my hand and official seal.

Kelley L. Patterson
NOTARY PUBLIC
State of Kansas
My Appt. Expires March 27, 1991

Kelley L. Patterson
Notary Public

My Appointment Expires: 3-27-91

AFFIDAVIT [redacted] RVIVORSHIP [redacted]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

Albina Z. Magagna, being first duly sworn, states as follows:

1. Affiant is the surviving tenant of a joint tenancy with respect to the decedent hereinafter referred to; therefore, affiant has an interest in certain property which is the subject matter of the Affidavit.

2. Affiant states that Edwin V. Magagna died in Casper, Wyoming on the 19th day of September, 1984; the facts of said death more fully appear from the Certificate of Death, duly certified by the State Registrar of Vital Statistics, attached hereto as Exhibit A and by this reference incorporated herein.

3. Said decedent and this affiant acquired as joint tenants a portion of all minerals of every kind and character by a Mineral Deed dated April 17, 1979, as recorded in the office of the Sublette County Clerk on May 30, 1979, in Book 1 of Mining Deeds at page 263 of the books and records in said office, said minerals more particularly described as follows:

Township 28 North, Range 114 West, 6th P.M.:

Section 13: $SW\frac{1}{4}NW\frac{1}{4}$
Section 14: $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$

Said Minerals being subject to that certain Oil and Gas Lease dated February 28, 1947, as recorded in the office of the Sublette County Clerk on March 26, 1947, in Book 2 of Oil and Gas Leases, on page 124.

4. This Affidavit is filed for the purpose of establishing the fact of the death of the said Edwin V. Magagna, who was the owner with this affiant of a joint tenancy in the above described Minerals and Oil and Gas Lease, and to make an official record of the termination of the interests of said decedent in and to said property.

Albina Z. Magagna
Albina Z. Magagna

Subscribed and sworn to before me by the aforesaid ALBINA Z MAGAGNA this 15 day of OCTOBER, 1990.

Patricia A. McLeod
Notary Public

My Commission Expires:

230727

RECORDED OCT. 25 1990 10:45 A.M.
IN BOOK 58 Misc. PAGE 53
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

54.

323

STATE OF WYOMING

DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

000934

TYPE OR PRINT IN PERMANENT INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

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

1. Edwin V. Magagna — 2. Male — 3. September 19, 1984

4a. White — 4b. Italian — 5a. 76 — 5b. — 5c. — 6. January 9, 1908

7a. Memorial Hospital — 7b. Emer. Rm. — 7c. Casper — 7d. Natrona

8. Wyoming — 9. USA — 10. Married — 11. Albina Zarlengo — 12. NO

13. 520-28-2558 — 14a. Attorney — 14b. Self employed

15a. Wyoming — 15b. Natrona — 15c. Casper — 15d. 1042 So. David St. — 15e. Yes

PARENTS

16. Louis Magagna — 17. Anna Rizzi

18a. Mrs. Albina Magagna — 18b. 1042 So. David St., Casper, Wyoming 82601

DISPOSITION

19a. Removal — 19b. 9-24-84 — 19c. St. Joseph's Cemetery — 19d. Rock Springs, Wyoming

20a. [signature] 365 — 20b. Memorial Chapel 92 — 20c. 710 East 2d St. Casper, Wyoming

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

21a. To the best of my knowledge death occurred [illegible] and [illegible] due to the cause(s) stated.

(Signature and Title) [signature]

21b. DATE SIGNED (Mo. Day. Yr.) 30 September 84 — 21c. HOUR OF DEATH 10:01 P. M

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

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

23. Joseph P. Murphy, M.D., 3210 Hawthorne St., Casper, Wyoming 82601

To be Completed by CORONER Only

22a. On the basis of examination and [illegible] 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 AT M

REGISTRAR

24a. (Signature) [signature] Deputy — 24b. DATE RECEIVED BY REGISTRAR (Mo. Day. Yr.) 10-2-84

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

CAUSE OF DEATH

PART I

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

a. acute cardiac arrhythmia — likely ventricular tachycardia/fibrillation — moments

DUE TO, OR AS A CONSEQUENCE OF

b. acute myocardial infarction — minutes

DUE TO, OR AS A CONSEQUENCE OF

c. arteriosclerotic heart disease, known (prev. congestive heart failure) years-. (10+

PART II — OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause given in PART I a.

diabetes mellitus (insulin dependent)

26. AUTOPSY (Specify Yes or No) NO — 27. WAS CASE REFERRED TO CORONER (Specify Yes or No) NO

28a. ACCIDENT, SUICIDE, HOMICIDE, UNDETERMINED OR PENDING INVEST (Specify)

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

VOID

Date Issued October 2, 1984

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

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

[signature] M.D.

Lawrence J. Cohen, M. D.
State Registrar

[signature]

Richard O. Hall
Deputy State Registrar

MEMORANDUM OF SALE

THIS MEMORANDUM OF SALE, made and entered into this 23rd day of October, 1990, by and between EMILIO COSTANTINO and CLEMENTINA COSTANTINO, husband and wife, hereinafter referred to as Sellers, of Sweetwater County, Wyoming, and GARY BURSTAD and NANCY BURSTAD, husband and wife, hereinafter referred to as Buyers, of Sweetwater County, Wyoming.

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THAT CERTAIN CONTRACT ENTERED INTO BY THE PARTIES ON THE 23rd DAY OF OCTOBER, 1990, IT IS MUTUALLY AGREED THAT:

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

> Lot Number One (1), Block Numbered Three (3), of the K & M Addition to the Town of Pinedale, Sublette County, Wyoming, as said lot is laid down and described on the official plat of said addition, duly recorded 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 and appertaining thereto, or used in connection therewith; subject, however, to all mining, mineral and other exceptions, reservations, easements, rights of way, and conditions of record.

2. Sellers have executed a good and sufficient Warranty Deed conveying title to the above-described property to Buyers and have retained custody of said deed for delivery to Buyers upon payment by Buyers of the full consideration for said property upon the terms and conditions set forth in the Contract of Sale.

3. Any and all tax and/or assessment notices shall be sent to Buyers at 1901 Kennedy Avenue, Rock Springs, Wyoming 82901.

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

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

230732

RECORDED OCT. 25 19 90 1:35 P M
IN BOOK 58 MISC. PAGE 55
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

SELLERS:

Emilio Costantino
EMILIO COSTANTINO

Clementina Costantino
CLEMENTINA COSTANTINO

BUYERS:

Gary Burstad
GARY BURSTAD

Nancy Burstad
NANCY BURSTAD

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

The foregoing instrument was acknowledged before me this 23rd day of October, 1990, by EMILIO COSTANTINO and CLEMENTINA COSTANTINO, husband and wife.

Witness my hand and official seal.

JEANNA COTTRELL NOTARY PUBLIC SWEETWATER COUNTY WYOMING

Jean A Cottrell
Notary Public

My Commission Expires: 1-18-92

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

The foregoing instrument was acknowledged before me this 23rd day of October, 1990, by GARY BURSTAD and NANCY BURSTAD, husband and wife.

Witness my hand and official seal.

JEANNA COTTRELL NOTARY PUBLIC SWEETWATER COUNTY WYOMING

Jean A Cottrell
Notary Public

My Commission Expires: 1-18-92

John S. Mackey
ATTORNEY AT LAW
PINEDALE, WYOMING 82941

RIGHT-OF-WAY GRANT

KNOW ALL MEN BY THESE PRESENTS:

That ORVAL JAMES and MABEL E. JAMES, husband and wife, of Sublette County, Wyoming, grantors, for and in consideration of ONE DOLLAR ($1.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, HAVE GIVEN AND GRANTED and DO HEREBY GIVE AND GRANT unto ROSS L. CALVERT and DARLEEN S. CALVERT, husband and wife, of the County of Sublette and State of Wyoming, and to the survivor thereof, a right of way upon, over and across the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

A tract of land located in the SW/4 SW/4 of Section 35, T.34N., R.109W. of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

Beginning at the Southwest corner of said Section 35; thence S.89°50'00"E. along the south section line, a distance of 90 feet;

Thence N.00°29'00"E. along a tract of land belonging to Ross Calvert (16 Deeds 88), a distance of 60 feet;

Thence N.89°50'00"W., a distance of 90 feet;

Thence S.00°29'00"W. along the west section line, a distance of 60 feet to the point of beginning;

TO HAVE AND TO HOLD the same unto the said grantees and their heirs and assigns forever;

The grantors expressly acknowledge, agree, covenant and consent and grant that the grantees and their heirs and assigns may construct and reconstruct and maintain and enjoy a road upon and over and across the above described lands and may freely pass over and across the said lands at all times on foot and with animals, vehicles, loads and otherwise, and perform and do all other things and matters and acts necessary and incidental to the full and complete enjoyment of the within right of way.

230754

RECORDED OCT. 29 19 90 11:20 A.M.
IN BOOK 58 MISC. PAGE 57
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Joan Riley

Grantors do hereby expressly give and grant the within right of way as appurtenant to the adjoining lands of grantees which said adjoining lands of grantees are situate in Section 35 of Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming;

Further the grantors expressly represent that the above described lands are not claimed, nor used nor occupied by the grantors, jointly or severally, as and for a homestead and grantors do hereby expressly waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

WITNESS OUR HANDS HERETO this 30th day of May 1979. 1979.

Orval James
ORVAL JAMES

Mabel E. James
MABEL E. JAMES

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by ORVAL JAMES and MABEL E. JAMES, husband and wife, this 30th day of May, 1979.

Witness my hand and official seal.

Faye Hammons
Notary Public

My commission expires:

FAYE HAMMONS - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My commission expires Nov. 22, 1979

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 15th day of October, 1990, between WILLIS MARK KYSAR, as Seller, and LEONARD ALLEN and GLENDA ALLEN, 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:

A tract of land in the SW¼NE¼ of Section 31, Township 30 North, Range 111 West of the 6th P.M., Sublette County, Wyoming, more particularly described as follows:

Beginning on the northeast corner of Lot Ten (10), Block Seventeen (17) of the C.P. MacGlashan First Addition to the Town of Big Piney, Sublette County, Wyoming, which addition is located in the NW¼SE¼ and NE¼SW¼ of Section 31, Township 30 North, Range 111 West of the 6th P.M., Sublette County, Wyoming;
thence N.03°18'E., a distance of 40 feet;
thence S.86°54'E., a distance of 126 feet to the point of beginning of the tract of land herein conveyed;
thence from said point of beginning, N.04°10'E., a distance of 126.40 feet;
thence S.66°56'54" E., a distance of 154.24 feet;
thence S.74°31'31"E., a distance of 52.18 feet;
thence S.45°43'56" E., a distance of 3.75 feet;
thence S.04°10'W., a distance of 60.11 feet;
thence N.86°54'W., a distance of 200 feet to the point 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.

Buyers' address for tax purposes is P.O. Box 102, Big Piney, WY 83113.

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

230765

DATED this 15th day of October, 1990.

RECORDED Oct. 30 19 90 9:00 A.M.
IN BOOK 58 Misc. PAGE 59
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Nora Riley

SELLER:

Willis Mark Kysar

WILLIS MARK KYSAR

DATED this 15th day of October, 1990.

BUYERS:

Leonard Allen

LEONARD ALLEN

Glenda Allen

GLENDA ALLEN

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

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

WILLIS MARK KYSAR, this 29th day of September, 1990.

WITNESS my hand and official seal.

BARBARA HENRY
County of
Sublette
My Commission Expires 10/13/93

NOTARY PUBLIC

My Commission Expires:

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by LEONARD ALLEN and GLENDA ALLEN, this 15th day of October, 1990.

WITNESS my hand and official seal.

BARBARA HENRY
County of
Sublette
Notary Public
State of
Wyoming
My Commission Expires 10/13/93

Barbara Henry
NOTARY PUBLIC

My Commission Expires:

Form E-53
Rev. 4/88

Wyoming State Highway Department

MATERIALS AGREEMENT

230772

RECORDED Oct 31 10 7:32 A M
IN BOOK 58 Misc PAGE 61
FEES 4.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Marilyn

PROJECT NO. F-013-2(58)

ROAD DESIGNATION Daniel Jct. - Pinedale

COUNTY Sublette

THIS AGREEMENT, made and entered into this 24 day of July,

19 90, by and between Ella Clodius, P.O. Box 247, Pinedale, Wy. 82941 (pavable to: Ella Clodius, Living Trust)
(landowner's name and address)

hereinafter referred to as "Landowner", and the Wyoming State Highway Department, hereinafter referred to as "Department."

WITNESSETH:

WHEREAS, the Landowner is the owner of the following described land, to wit:

$S\frac{1}{2}NW\frac{1}{4}$ of Section 25, Township 34 North, Range 111 West of the Sixth Principal Meridian.

which land the Department believes to contain stone, gravel, sand or soil of a quantity and quality desirable for use by the Department in construction and maintenance of highway projects; and,

WHEREAS, the Department is desirous of obtaining the right to go upon said land to dig, drill, extract, search, explore and otherwise test said material for highway purposes; and,

WHEREAS, the Department is also desirous of obtaining the right to go upon said land and to take therefrom said stone, sand, gravel or soil for the purpose herein stated; and,

WHEREAS, the Landowner is agreeable to granting the Department the exlusive right and privilege to enter upon said land for the hereinabove stated purposes.

IT IS FURTHER AGREED that if satisfactory and acceptable material is located on the Landowner's property, said Landowner does hereby sell to said Department all of the sand, stone, gravel or soil which said Department may remove from said parcel of land from the date hereof until the date of December 31, 19 92, at the price of 30 cents per ton, or 45 cents per cu. yd., giving and granting the Department the right to enter upon said parcel of land for the removal of said materials and to erect or construct thereon such machinery and equipment as in the judgment of the Department is necessary and proper to extract and remove from the said land and/or process the material herein purchased, the number of tons or cubic yards to be determined according to methods prescribed in the current edition of Specifications For Road and Bridge Construction adopted by the State Highway Commission and the further right to enter upon said parcel of land to remove any such equipment, machinery, or structures placed thereon by the Department.

THIS AGREEMENT is for removal of material for use on highway projects and maintenance only and removal by any other persons including the Department's contractor or contractors for any purpose other than as herein provided, shall be under a separate agreement with the Landowner and only with prior written approval of the Department.

IT IS FURTHER AGREED by and between the parties hereto, that the Department shall have the right to haul material taken from said parcel of land, across any land owned by the Landowner, on routes mutually agreeable to the parties hereto.

IT IS ALSO AGREED that the Landowner gives the Department the option to extend this Agreement for an additional year upon the same terms and conditions as herein set forth. The Department will exercise this option by notifying the Landowner in writing of its intention to do so prior to the termination of this Agreement.

IT IS FURTHER AGREED that any contractor operating under any agremeent or contract with the Department that will extract and remove said material, shall be assigned the rights and obligations by the Department under this Agreement, and will be permitted to use said parcel of land to stockpile and/or properly process said material for highway purposes. Compensation for such right shall be $0.00 and in addition to any right and other consideration stated herein.

ADDITIONAL CONDITIONS:

1. The premises will be left in a neat condition with backslopes no steeper than 3 to 1.

2. Under the word "process" used hereinabove, it is contemplated that there may be cases wherein controlled emission of smoke, fumes, dust and odors will result. In such event, the Department, its assigns and contractors will control said emission and odors as required and in conformity with the existing State and Federal anti-pollution laws.

3. The area will be seeded, mulched, and fertilized as per normal reclamation practices.

IT IS DEFINITELY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT THE DEPARTMENT IN NO WAY GUARANTEES OR ASSURES THE LANDOWNER THAT ANY MATERIAL, WHETHER DESIRABLE OR NOT, WILL BE REMOVED IN MEASURABLE QUANTITIES FROM SAID PREMISES; THAT ROYALTY PAYMENT TO THE LANDOWNER WILL BE MADE ONLY IF MATERIAL IS ACTUALLY REMOVED IN MEASURABLE QUANTITIES.

This Agreement shall be binding on the parties' successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first hereinabove written.

WYOMING STATE HIGHWAY DEPARTMENT

By Lawrence Konetzki
DISTRICT ENGINEER

Ella Clodius
Landowner(s)
(Corporate Seal Required if Applicable)

520-05-3839
Tax I.D./Social Security #

STATE OF Wyoming
ss.:
COUNTY OF Sublette

The foregoing instrument was acknowledged before me by Ella Clodius, Lawrence W. Konetzki, this 25th day of July, 1990.

Witness my hand and official seal.

LAWRENCE W. KONETZKI - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires October 18, 1992

Lawrence W. Konetzki
Notary Public

My commission expires: October 18, 1992

Form E-53
Rev. 6/90

230773

Wyoming State Highway Department

MATERIALS AGREEMENT

RECORDED Oct. 31 '90 8:26 A.M.
IN BOOK 58 Misc. PAGE 63
FEES 8.00 Mary L. Lankford
SUBLETTE COUNTY CLERK
By: Mary Riley

Project No. 013-2(58)
Road Designation Daniel Jct.-Pinedale
County Sublette

THIS AGREEMENT, made and entered into this 24 day of October, 19 90, by and between James Ranches, Inc. (c/o Carroll James & Hazel, Box 6, Daniel, Wy. 83115 (Landowner's name and address), hereinafter referred to as "Landowner", and the Wyoming State Highway Department, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Landowner is the owner of the following described land, to wit: SE¼NE¼ of Section 28, Township 34 North, Range 111 West of the Sixth Principal Meridian.

which land the Department believes to contain stone, gravel, sand or soil of a quantity and quality desirable for use by the Department in construction and maintenance of highway projects; and,

WHEREAS, the Department is desirous of obtaining the right to go upon said land to dig, drill, extract, search, explore and otherwise test said material for highway purposes; and,

WHEREAS, the Department is also desirous of obtaining the right to go upon said land and to take therfrom said stone, sand, gravel, or soil for the purpose herein stted; and,

WHEREAS, the Landowner is agreeable to granting the Department the exclusive right and privilege to enter upon said land for the hereinabove stated purposes.

IT IS FURTHER AGREED that if, in the opinion of the Department, satisfactory and acceptable material is located on the Landowner's property, said Landowner does hereby sell to said Department all of the sand, stone, gravel, or soil which said Department may remove from said parcel of land from the date hereof until the date of December 31, 19 92, at the price of 42 cents per ton, or 63 cents per cubic yard, giving and granting the Department the right to enter upon said parcel of land for the removal of said materials and to erect or construct thereon such machinery and equipment as in the judgment of the Department is necessary and proper to extract and remove from the said land and/or process the material herein purchased, the number of tons or cubic yards to be determined according to methods prescribed in the current edition of Specifications for Road and Bridge Construction, adopted by the State Highway Commission and the further right to enter upon said parcel of land to remove any such equipment, machinery, or structures placed thereon by the Department.

THIS AGREEMENT is for removal of material for use on highway projects and maintenance only and removal by any other persons including the Department's contractor or contractors for any purpose other than as herein provided, shall be under a separate agreement with the Landowner and only with prior written approval of the Department.

IT IS FURTHER AGREED by and between the parties hereto, that the Department and its agents or assigns shall have the right to haul material taken from said parcel of land, across any land owned by the Landowner, on routes mutually agreeable to the parties hereto.

IT IS ALSO AGREED that the Landowner gives the Department the option to extend this Agreement for an additional year upon the same terms and conditions as herein set forth. The Department will exercise this option by notifying the Landowner in writing of its intention to do so prior to the termination of this Agreement.

IT IS FURTHER AGREED that any contractor operating under any agreement or contract with the Department that will extract and remove said material is acting as the agent of the Department and is subject to all rights and responsibilities of the Department under this Agreement, and will be permitted to use said parcel of land to stockpile and/or properly process said material for highway purposes. Compensation for such right shall be $0.00 and in addition to any right and other consideration stated herein.

IT IS FURTHER AGREED that under this Agreement the Department is the owner of the stone, gravel, sand, or soil so removed even if the contractor of the Department removes same as an agent of the Department.

ADDITIONAL CONDITIONS:

1. The premises will be left in a neat condition with backslopes no steeper than 3 to 1.

2. Under the word "process" used hereinabove, it is contemplated that there may be cases wherein controlled emission of smoke, fumes, dust and odors will result. In such event, the Department and its agents or assigns will control said emission and odors as required and in conformity with the existing State and Federal anti-pollution laws.

IT IS DEFINITELY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT THE DEPARTMENT IN NO WAY GUARANTEES OR ASSURES THE LANDOWNER THAT ANY MATERIAL, WHETHER DESIRABLE OR NOT, WILL BE REMOVED IN MEASURABLE QUANTITIES FROM SAID PREMISES; THAT ROYALTY PAYMENT TO THE LANDOWNER WILL BE MADE ONLY IF MATERIAL IS ACTUALLY REMOVED IN MEASURABLE QUANTITIES.

This Agreement shall be binding on the parties' successors and assigns.

3. The pit area will be shaped and contoured to promote drainage to the south toward the highway and west toward the river.

4. The pit area will be reseeded, mulched, and fertilized.

5. The pit area will be temporarily fenced and this fence will remain in place and become the property of the landowner.

6. Any portion of the existing roadway disturbed will be restored with 4" of crushed base.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first hereinabove written.

WYOMING STATE HIGHWAY DEPARTMENT

By _____
DISTRICT ENGINEER

Carroll James
Landowner(s)

(Corporate Seal Required if Applicable)

83-0184640
Tax I.D./Social Security

STATE OF Wyoming
ss.:
COUNTY OF Sublette

The forgoing instrument was acknowledged before me by Carroll James, Lawrence Konetzki, this 29th day of October, 1990.

Witness my hand and official seal.

Lawrence W. Konetzki
Notary Public

My commission expires: 10-18-92

LAWRENCE W KONETZKI · NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires October 18, 1992

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF)
)
FRANCES D. CLARK,)
)
deceased.)

Probate No. 1276

FILED
BY: [signature]
OCT 25 1990
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

ORDER CONFIRMING SALE
AND
DIRECTING DEED OF CONVEYANCE

FRANCES D. CARRIER, personal representative of the estate, having on the 22nd day of October, 1990, filed herein her report of sale and petition for confirmation showing sale of all real property of the estate unto CARL A. WINTERS and PEGGY J. WINTERS, husband and wife, of Pinedale, Wyoming, for the sum of $87,340 and the same coming on for hearing this day, the court has examined the decedent's will admitted to probate herein, together with the files and records herein, and heard and examined the testimony and evidence offered in support of said report and petition, and being advised in the matter, THE COURT DOES FIND that the real property belonging to the estate and being all of the real property of the estate is situate in the County of Sublette and State of Wyoming and is more particularly described as follows, to-wit:

> Lots 2, 5, 6, 7, 8, 13, 14, 19, 20, 21, 22, 23, 24, 25, 27, 28, 29 and 30 of Clark's Acres, a subdivision on file and of record in the office of the County Clerk of Sublette County, Wyoming,

and that all of said property, EXCEPT Lot 28 thereof, constitutes the residue and remainder of the decedent's estate, and said residue of the estate may be sold under the power contained in the decedent's will for such price and terms as may be deemed appropriate and FRANCES W. CARRIER, personal representative, deems the aforesaid price of $87,340 appropriate and in the best interests of the estate, AND FURTHER THAT the aforesaid lot was specifically devised and bequeathed under the decedent's will to WILLA M. CARR, daughter of the decedent, and that said WILLA M. CARR predeceased the decedent leaving as her issue the following-named persons, to-wit:

230839

OCT 28 1990

RECORDED Nov. 1 19 90 11:00 A M
IN BOOK 58 MISC. PAGE 66
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

T-512

Name	Kinship
FRANCES W. CARRIER	daughter
WILLIAM G. SHAUL	son
CHERYL J. SHAUL	granddaughter
PEGGY D. BUFFINGTON	granddaughter
ROBERT E. SHAUL	grandson
KURTIS D. SHAUL	grandson

who are entitled to take said Lot 28 in place of said WILLA M. CARR, deceased, and all of said persons and each of said persons have consented to and authorized said sale and that each and all of said consents and authorizations are on file with the clerk, and therefore said sale unto CARL A. WINTERS and PEGGY J. WINTERS, husband and wife, of Pinedale, Wyoming, for the sum of $87,340 should be confirmed;

NOW, THEREFORE, upon the motion of JOHN S. MACKEY as attorney for the estate and for said FRANCES W. CARRIER, personal representative of the estate,

THE COURT DOES ORDER, ADJUDGE AND DECREE that the aforesaid sale of all real property of the estate unto CARL A. WINTERS and PEGGY J. WINTERS, husband and wife, of Pinedale, Wyoming, for the sum of $87,340 be and the same is HEREBY CONFIRMED, and further the said personal representative, FRANCES W. CARRIER, is ordered to accept payment of said sum of $87,340 and in consideration thereof shall convey all of said real property unto the said CARL A. WINTERS and PEGGY J. WINTERS, husband and wife, of Pinedale, Wyoming, said real property being more particularly described as follows, to-wit:

> Lots 2, 5, 6, 7, 8, 13, 14, 19, 20, 21, 22, 23, 24, 25, 27, 28, 29 and 30 of Clark's Acres, a subdivision on file and of record in the office of the County Clerk of Sublette County, Wyoming.

DATED this 23rd day of October, 1990.

District Judge

THE STATE OF WYOMING
COUNTY OF SUBLETTE
I, MARILYN M. JENSEN, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND THE STATE AFORESAID DO HEREBY CERTIFY THE FOREGOING TO BE A FULL, TRUE AND CORRECT COPY.
SIGNED

68

230866

RECORDED Nov. 1 1990 4:15 PM
IN BOOK 58 Misc. PAGE 68
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

AFFIDAVIT OF SURVIVORSHIP

I, ANTONIA PARAVICINI, of lawful age, being first duly sworn according to law upon his oath deposes and says:

1. RUDY D. PARAVICINI died testate in Sweetwater County, Wyoming on the 19th day of May, 1990.

2. RUDY D. PARAVICINI ("RUDY") and ANTONIA PARAVICINI ("ANTONIA") were husband and wife on the date of RUDY's death.

3. RUDY and ANTONIA purchased an interest in the following described real property:

> A tract of land located in the Northwest Quarter of the Southeast Quarter of the Southwest Quarter (NW¼SE¼SW¼) of Section 34, Township 38 North, Range 113 West of the 6th Principal Meridian, more particularly described as follows:
>
> Beginning at a point located N. 00° 23' 16" W. a distance of 208.00 feet and S. 89° 13' 22" E. a distance of 416.00 feet from the South West corner of NW¼SE¼SW¼; thence N. 00° 23' 16" W. 220.57 feet; thence S. 89° 13'40" E. 233.54 feet; thence S. 00° 33' 55" E. 220.61 feet; thence N. 89° 13' 22" W. 234.23 feet to the point of beginning, containing 1.184 acres, more or less;

TOGETHER WITH all improvements and appertenances thereunto appertaining; and TOGETHER WITH all improvements and appertenances thereunto appertaining; and TOGETHER WITH easements for road and utilities of record. SUBJECT TO easements and rights of way of record or in use; and SUBJECT TO reservations and restrictions contained in United States Patents and to previous mineral reservations of record.

4. RUDY and ANTONIA received, at the time of purchase, a warranty deed, dated August 31, 1973, in favor of RUDY D. PARAVICINI and ANTONIA PARAVICINI, Husband and Wife, grantees, which warranty deed was filed for record in the office of the County Clerk within and for Sweetwater County, Wyoming, on the 31st day of August, 1990, and recorded in Book 16 of Deeds on Page 493.

5. That at the time of said purchase, and the execution and delivery of said warranty deed, RUDY and ANTONIA were husband and wife, and said conveyance was made to them as husband and wife, and created an estate by the entirety in favor of RUDY and ANTONIA, and that they owned and held the title to said real property as tenants by the entirety continuously from August 31, 1973 until RUDY's death on the 19th day of May, 1990.

6. That ANTONIA was the surviving spouse of RUDY and by virtue thereof, said estate by the entirety vested solely in ANTONIA upon the death of RUDY, and that ANTONIA PARAVICINI then became the sole owner in fee simple of the real property herein-before particularly described.

7. That this affidavit is made in accordance with the provisions of W.S. §2-9-102, and 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, RUDY D. PARAVICINI, certified to by the public authority in which such original death certificate is a matter of record.

DATED this 1st day of October, 1996.

ANTONIA PARAVICINI

The foregoing was subscribed and sworn before me by ANTONIA PARAVICINI, this 1st day of October, 1996.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: August 5, 1994

70

60

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: RUDY | MIDDLE: D. | LAST: PARAVICINI
2. SEX: Male
3. DATE OF DEATH (Mo. Day, Yr.): May 19, 1990
4. SOCIAL SECURITY NUMBER: 520-01-7950
5a. AGE-Last Birthday (Years): 79
5b. UNDER 1 YEAR: Months | Days
5c. UNDER 1 DAY: Hours | Minutes
6. DATE OF BIRTH (Mo. Day, Yr.): July 16. 1910
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): Memorial Hospital of Sweetwater County
7c. CITY, TOWN, OR LOCATION OF DEATH: Rock Springs
7d. COUNTY OF DEATH: Sweetwater
8. STATE OF BIRTH (If not in U.S.A., name country): Wyoming
9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): Married
10. SURVIVING SPOUSE (If wife, give maiden name): Antonia Corona
11. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no): No
12a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Road Foreman
12b. KIND OF BUSINESS OR INDUSTRY: Political Suddivision County Road and Bridge Dept
13a. RESIDENCE - STATE: Wyoming
13b. COUNTY: Sublette
13c. CITY, TOWN OR LOCATION: Bondurant
13d. STREET AND NUMBER: #38 Rasberry Lane
13e. INSIDE CITY LIMITS? (Specify yes or no): No
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): 10 | College (1-4 or 5+)

PARENTS

17. FATHER'S NAME First: Romeo | Middle | Last: Parvacini
18. MOTHER'S NAME First: Meri | Middle | Maiden Surname: Torrone

INFORMANT

19a. INFORMANT-NAME (Type or Print): Mrs. Antonia Paravicini
19b. RELATIONSHIP TO DECEDENT: Wife
19c. MAILING ADDRESS: STREET OR R.F.D. NUMBER: Post Office Box 74 | CITY OR TOWN: Bondurant, Wyoming | STATE | ZIPCODE: 82922

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify): Removal-Cremation
20b. DATE (Mo, Day, Yr.): May 19, 1990
20c. CEMETERY OR CREMATORY-NAME: Neil O'Donnell Crematory
20d. LOCATION: CITY OR TOWN: Salt Lake City, Utah | STATE
21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature): [signature] | Number: 406
21b. NAME OF FACILITY: Vase Funeral Home | Number: 85
21c. ADDRESS OF FACILITY: 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.): May 22, 1990
22c. HOUR OF DEATH: 6:50A 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 McInnis, M.D., 1208 Hilltop Drive, Rock Springs, Wyoming 82901

25a. REGISTRAR (Signature): [signature]
25b. DATE RECEIVED BY REGISTRAR (Mo, Day, Yr.): May 22, 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. Respiratory Arrest — 4 minutes

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. Cancer of the Pancreas — 3 years

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: Blood Loss Anemia

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

29. MANNER OF DEATH: [X] 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

MARGIN RESERVED FOR BINDING

Division of Health and Medical Services - Vital Records Services

May 24, 1990

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 May 19 90

[signature]

My com[redacted]n expires on January 16 [redacted]

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 31st day of October, 19 90, between BRADLEY WRIGHT and SHANNON WRIGHT, husband and wife, as Sellers, and JEFFREY T. LANGLOIS and GLENDA D. LANGLOIS, 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 One (1) and the East One-Half (E½) of Lot Two (2), Block Eight (8), C. P. MacGlashan's First Additon to the Town of Big Piney, Sublette County, Wyoming as the same appears on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming.
>
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in the United States patents or of record, 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 4314, Marbleton, WY 83113.

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

DATED this 23 day of October, 19 90.

SELLERS:

BRADLEY WRIGHT

SHANNON WRIGHT

230871

DATED this 31 day of October, 19 90.

BUYERS:

JEFFREY T. LANGLOIS

GLENDA D. LANGLOIS

RECORDED Nov. 2 19 90 10:20 A M
IN BOOK 58 Misc. PAGE 71
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF Utah)
) ss.
COUNTY OF Uintah)

The foregoing **Memorandum of Agreement** was acknowledged before me by BRADLEY WRIGHT and SHANNON WRIGHT, this 23 day of October, 19 90.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

PAT McRAE
Notary Public - State of Utah
c/o McRae & Deland
[illegible] - Vernal, UT - 84078
COMM. EXP. 11-18-93

71

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by JEFFREY T. LANGLOIS and GLENDA D. LANGLOIS, this 31st day of October, 1990.

WITNESS my hand and official seal.

K [illegible] Johnson

2-11-92

My Commission Expires: 2-11-92

Kathryn Johnson
NOTARY PUBLIC

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF WYOMING

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	No. C89-0287
	)	
v.	)	
	)	
PREMISES KNOWN AS LOT 99, BIG COUNTRY RANCHES, FOURTH FILING, a/k/a #1 Phillip Road, Boulder, Sublette County, Wyoming, including the residence and any and all other improvements thereon and appurtenances thereto; PREMISES KNOWN AS LOT 101, BIG COUNTRY RANCHES, FOURTH FILING, Sublette County, Wyoming, including any and all improvements thereon and appurtenances thereto; and $1,403.00 IN UNITED STATES CURRENCY,	)	
	)	
Defendants.	)	

230882

RECORDED Nov 3 1989 9:55 AM
IN BOOK 58 Misc. PAGE 73
FEES 14.00 Nov 6 Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mon Riley

DECREE OF FORFEITURE

This matter having come before the Court upon Plaintiff's Motion for Decree of Forfeiture and the Court, having reviewed and considered that motion and all pleadings and documents on file herein, and being otherwise fully advised in the premises, now therefore finds:

1. On October 6, 1989, a Verified Complaint for Forfeiture in Rem against the property Defendants, to-wit, Premises Known as Lot 99, Big Country Ranches, Fourth Filing, a/k/a #1 Phillip Road, Boulder, Sublette County, Wyoming, including the residence and any and all other improvements thereon and appurtenances thereto (hereinafter sometimes referred to as "Premises Known as Lot 99");

2

Premises Known as Lot 101, Big Country Ranches, Fourth Filing, Sublette County, Wyoming, including any and all improvements thereon and appurtenances thereto (hereinafter sometimes referred to as "Premises Known as Lot 101"); and $1,403.00 in United States Currency, was filed by the Plaintiff, United States of America. The Complaint alleges that the property Defendant, the Premises Known as Lot 99, was used or intended to be used in any manner or part to commit or to facilitate the commission of a violation of the Controlled Substances Act, punishable by more than one year's imprisonment; and, therefore, is subject to forfeiture to the United States pursuant to 21 U.S.C. Section 881(a)(7). The Complaint further alleges that the property Defendant, the Premises Known as Lot 101, is proceeds traceable to illegal exchanges of controlled substances; and, therefore, is forfeitable under 21 U.S.C. §881(a)(6). The Complaint also alleges that the property Defendant, $1,403.00 in United States Currency, was furnished or intended to be furnished in exchange for a controlled substance in violation of the Controlled Substances Act; and, therefore, is subject to forfeiture pursuant to 21 U.S.C. §881(a)(6).

2. Process was fully issued in this action and returned according to law.

3. Pursuant to the Warrant for Seizure and Arrest of Property issued by the Court herein, the United States Marshal for this District arrested the property Defendants, described in the

caption above, on October 11 and 12, 1989.

4. On October 10, 1989, Francis "Gus" Stallings, Jr., one of the persons from whom the property Defendants described in the caption above were seized, was personally served by the United States Marshal with the Summons and Verified Complaint filed herein.

5. On October 11, 1989, Brenda Stallings, a/k/a Brenda L. or Brenda K. Stallings, one of the persons from whom the property Defendants described in the caption above were seized, was personally served with the Summons and Verified Complaint filed herein by the United States Marshal.

6. On October 19, 1989, the Plaintiff United States filed a Notice of Forfeiture Action and Arrest of Property and served said notice by mail on all persons believed to have an interest herein, including Anne E. Barger, Jared Brandwein, and Victor D. Fulk.

7. On October 26, November 2, and November 9, 1989, notice of this action was published in the Pinedale Roundup.

8. On May 15, 1990, Victor D. Fulk, the record owner of the property Defendants, the Premises Known as Lot 99 and the Premises Known as Lot 101, was personally served with the Summons and Verified Complaint filed herein by the United States Marshal.

9. The only persons or entities to file a claim and answer herein were Anne E. Barger, surviving spouse and personal

representative of the estate of Fay C. Barger, and Jared Brandwein. Anne E. Barger claimed an interest in the Premises Known as Lot 99 and the Premises Known as Lot 101 by virtue of two contracts for deed. Jared Brandwein claimed an interest in the Premises Known as Lot 101, by virtue of a contract for deed.

10. Francis "Gus" Stallings, Jr., and Brenda Stallings, the persons from whom the property Defendants described in the caption above were seized, and Victor D. Fulk, the apparent record owner of the property Defendants, the Premises Known as Lot 99 and the Premises Known as Lot 101, failed to file either a claim or an answer herein and default was entered against each and all of them on June 20, 1990, by the Clerk of the Court.

11. No claim or answer whatsoever has been filed in this action pertaining to the Defendant property, $1,403.00 in United States Currency.

12. The time for filing a claim or answer herein has expired pursuant to the applicable rule, Rule C(6) of the Supplemental Rules for Certain Admiralty and Maritime Claims.

13. On September 6, 1990, a Stipulation and Settlement Agreement and Consent to Entry of Forfeiture Decree was filed, wherein Jared Brandwein and Anne E. Barger, surviving spouse and personal representative of the estate of Fay C. Barger, the only claimants herein, agreed and consented to the forfeiture of the property Defendants, the Premises Known as Lot 99 and Lot 101, and

in return the Plaintiff United States of America agreed to satisfy the interests of said claimants out of the proceeds of the sale of said forfeited property as set forth in the Stipulation.

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED that the property Defendants, to-wit, Premises Known as Lot 99, Big Country Ranches, Fourth Filing, a/k/a #1 Phillip Road, Boulder, Sublette County, Wyoming, including the residence and any and all other improvements thereon and appurtenances thereto; Premises Known as Lot 101, Big Country Ranches, Fourth Filing, Sublette County, Wyoming, including any and all improvements thereon and appurtenances thereto; and $1,403.00 in United States Currency, be and they hereby are forfeited to the United States of America pursuant to 21 U.S.C. §881 and no right, title or interest in or to said property Defendants shall exist in any other person, entity or party; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property Defendants, Premises Known as Lot 99, Big Country Ranches, Fourth Filing, a/k/a #1 Phillip Road, Boulder, Sublette County, Wyoming, including the residence and any and all other improvements thereon and appurtenances thereto; Premises Known as Lot 101, Big Country Ranches, Fourth Filing, Sublette County, Wyoming, including any and all improvements thereon and appurtenances thereto; and $1,403.00 in United States Currency, shall be disposed of according to law; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, upon sale of the Premises Known as Lot 99 and the Premises Known as Lot 101, the interests prior to forfeiture of Jared Brandwein and Anne E. Barger, surviving spouse and personal representative of Fay C. Barger identified hereinabove, shall be satisfied as set forth in the Stipulation and Settlement Agreement and Consent to Entry of Forfeiture Decree filed herein, which agreement is hereby ratified and confirmed.

DATED this 2 day of October, 1990.

EWING T. KERR
UNITED STATES DISTRICT COURT JUDGE

CERTIFIED A TRUE COPY
Lynn C. Beamon
Clerk
By [signature]
Deputy Clerk

ENTERED
ON THE DOCKET
10-3-90
FILED
by [signature]
Deputy Clerk

OT 2 #34

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

ALEX R. SPENCE and,
MARY L. SPENCE,

Plaintiffs,

vs.

A. B. BOSEY, a/k/a ANNA B. BOSEY, C. W. STACEY, NOAH H. BOOKER, ROBERT HILL, a/k/a S. R. HILL, a/k/a SAMUEL ROBERT HILL, JOSEPH HUSTON, G. A. YARGER, ANNA CRANOR, W. C. BOWLSBY, BOARD OF COUNTY COMMISSIONERS of the COUNTY of SUBLETTE, CLYDE L. GLASGOW, ORVENE REED, JOSEPH JAY HUSTON, MIKE GUMFORY and MARGARET GUMFORY; if any of the above named or mentioned are deceased, then all of the unknown heirs, devices, legatees, creditors and successors of such deceased person, and all other persons claiming any estate or interest in, or lien upon, the real property and premises which are the subject matter of this action and are described herein,

Defendants.

Civil Action No. 5108

FILED
BY:
NOV 1 1990
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 Plaintiffs appearing by their 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 Plaintiffs and being now fully advised in the premises, finds as follows:

That Plaintiffs' Complaint was filed in this Court on the 30th day of July 1990; that service was duly and regularly made by publication on certain of the hereinafter named Defendants and personally on the Board of County Commissioners of the County of Sublette.

That the hereinafter named Defendants have failed in any manner to answer Plaintiffs' 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 Plaintiffs by their 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

230883

RECORDED November 5 TH 90 11:40 A M
IN BOOK 58 Misc PAGE 79
FEES $ 8.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
79 By Bethany A. Walker

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 Plaintiffs and against the hereinafter named Defendants upon the Plaintiffs' Complaint and the issues of said cause; and the Court further finds that Plaintiffs have 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:

A.B. Bosey, a/k/a Anna B. Bosey
C.W. Stacey
Noah H. Booker
Robert Hill, a/k/a S.R. Hill, a/k/a Samuel Robert Hill
Joseph Huston
G.A. Yarger
Anna Cranor
W.C. Bowlsby
Clyde L. Glasgow
Orvene Reed
Joseph Jay Huston
Board of County Commissioners of the County of Sublette

2. That Plaintiffs, ALEX R. SPENCE and MARY L. SPENCE, are the true and lawful owners of all the real property and premeises described as:

Lot Eight (8) of the Daniel 2nd Plat, Sublette County, Wyoming as the same appears on the official plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;

TOGETHER WITH all improvements and appurtenances thereunto appertaining;

3. That the title and possession of said Plaintiffs 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 lot named herein.

DATED this 2nd day of October, 1990.

ELIZABETH A. KAIL
Judge of the District Court

THE STATE OF WYOMING

COUNTY OF SUBLETTE

I, 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

AFFIDAVIT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

COMES NOW DOROTHY MAICILLE RAY CARR and first being duly sworn on her oath does hereby depose and state as follows:

1. That on 2/1/90 WILLIAM O. RAY and OPAL T. RAY, husband and wife, did by Warranty Deed convey certain real property to affiant as well as WILLIAM ARTHUR RAY, BETTY ALFERNA RAY BAKER, MARILYN ALICE RAY VICKREY and DONALD WAYNE RAY. Said real property being described as:

> Lot Three (3) of the Amended Ray Second Addition to the Town of Big Piney, Sublette County, Wyoming as the same appears on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;
>
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

2. That said Warranty Deed was recorded at Book 21 of Deeds, page 481, on February 20, 1980, in the office of the County Clerk, Sublette County, Wyoming.

3. That WILLIAM O. RAY and OPAL T. RAY reserved a life estate for their joint lives in the abovedescribed real property in said Warranty Deed.

4. That WILLIAM O. RAY, a/k/a WILLIAM RAY, died on 1/12/85 and OPAL T. RAY, a/k/a OPAL THELMA RAY, died on 9/19/90. Said decedents being the same persons as WILLIAM O. RAY and OPAL T. RAY the Grantors under the abovedescribed Warranty Deed.

5. That, at the time of the death of the latter of WILLIAM O. RAY and OPAL T. RAY, the life estate reserved in the aforementioned Warranty Deed did terminate and end.

6. That attached hereto are certified copies of the death certificates of WILLIAM O. RAY, a/k/a WILLIAM RAY and OPAL T. RAY, a/k/a OPAL THELMA RAY.

DATED this 5th day of November, 1990.

Dorothy Maicille Ray Carr
DOROTHY MAICILLE RAY CARR

Subscribed and sworn to before me by DOROTHY MAICILLE RAY CARR this 5th day of November, 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

230868

RECORDED November 5th 19 90 at 11:40 A.M.
IN BOOK 58 MISC PAGE 81
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

81 by Bethany A. Walker.

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 02090 — STATE FILE NUMBER

DECEDENT

1. DECEDENT NAME — FIRST: Opal — MIDDLE: Thelma — LAST: Ray
2. SEX: Female
3. DATE OF DEATH (Mo., Day, Yr.): September 19, 1990
4. SOCIAL SECURITY NUMBER: 520-34-7536
5a. AGE-Last Birthday (Years): 87
5b. UNDER 1 YEAR — Months / Days
5c. UNDER 1 DAY — Hours / Minutes
6. DATE OF BIRTH (Mo., Day, Yr.): January 12, 1903
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): Retirement Center Of Sublette County
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): Kansas
9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): Widoewd
10. SURVIVING SPOUSE (If wife, give maiden name): ----------
11. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no): No
12a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Housewife
12b. KIND OF BUSINESS OR INDUSTRY: Home Maker
13a. RESIDENCE - STATE: Wyoming
13b. COUNTY: Sublette
13c. CITY, TOWN OR LOCATION: Big Piney
13d. STREET AND NUMBER: 321 Pl. Lane
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: Ira — Middle: Calvin — Last: Hukee
18. MOTHER'S NAME — First: Elizabeth — Middle: — Maiden Surname: Davis

INFORMANT

19a. INFORMANT NAME (Type or Print): Maicell Carr
19b. RELATIONSHIP TO DECEDENT: Daughter
19c. MAILING ADDRESS — STREET OR R.F.D. NUMBER: Box 396 — CITY OR TOWN: Big Piney — STATE: Wyoming — ZIPCODE: 83113

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify): Burial
20b. DATE (Mo., Day, Yr.): Sept.22, 1990
20c. CEMETERY OR CREMATORY NAME: Plainview
20d. LOCATION — CITY OR TOWN: Big Piney — STATE: Wyoming
21a. FUNERAL SERVICE LICENSEE OR PERSON ACTING — Signature: [signature] — License Number: 337
21b. NAME OF FACILITY: HUDSON'S Funeral Home — License 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) ▶
22b. DATE SIGNED (Mo., Day, Yr.): September 19, 1990
22c. HOUR OF DEATH: 1:45 A.M. M
22d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print): Dr. David W. Burnett

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.): September 19, 1990
23c. HOUR OF DEATH: 1:45 A.M. M
23d. PRONOUNCED DEAD (Mo., Day, Yr.): September 19, 1990
23e. PRONOUNCED DEAD (Hour): 2:15 A.M. M

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): W.F. Meyer Coroner Box 236 Pinedale, Wyo. 82941

25a. REGISTRAR (Signature) ▶ [signature]
25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): September 19, 1990

CAUSE OF DEATH

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. Do not abbreviate. Approximate Interval Between Onset and Death

26. IMMEDIATE CAUSE (Final disease or condition resulting in death) → Cardiopal'monary Arrest
DUE TO (OR AS A CONSEQUENCE OF)
Sequentially list conditions, if any, leading to the immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST
a. A.S.H.D
DUE TO (OR AS A CONSEQUENCE OF)
b. Cardio myopathy
DUE TO (OR AS A CONSEQUENCE OF)
c.
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): No
28. WAS CASE REFERRED TO CORONER (Specify yes or no): Yes
29. MANNER OF DEATH: Natural ☐ Accident ☐ Suicide ☐ 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 15

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 September 25, 1990

[signature]
Deputy State Registrar

[redacted] [redacted] [redacted]

THIS IS TO CERTIFY that this reproduction is a true copy of a record on file in Wyoming Vital Records Services, Cheyenne, Wyoming.

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Date Issued OCT 18 1990

SEAL

Deputy State Registrar

STATE OF WYOMING

DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

85-000239
STATE FILE NUMBER

LOCAL FILE NUMBER

TYPE OR PRINT in PERMANENT ink FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

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

PARENTS

DISPOSITION

CERTIFIER

CAUSE OF DEATH

DECEDENT — NAME FIRST	MIDDLE	LAST	SEX	DATE OF DEATH (Mo., Day, Yr.)
1. William		Ray	Male	3. Jan. 12, 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	American	84			Feb. 8, 1900

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
St. John's Hosp.	Inpatient	Jackson,	Teton

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)
Tenn.	U.S.A.	Married	Opal Hakes	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 22 5550	Mgr. Trlr. Crt.	Self.

15a. RESIDENCE STATE	15b. COUNTY	15c. CITY, TOWN OR LOCATION	15d. STREET AND NUMBER	15e. INSIDE CITY LIMITS (Specify Yes or No)
Wyoming	Sublette	Big Piney	Box 795	Yes

16. FATHER — NAME FIRST	MIDDLE	LAST	17. MOTHER'S MAIDEN NAME FIRST	MIDDLE	LAST
John		Ray	Alferna		Shelby

18a. INFORMANT — NAME (Type or Print)	18b. MAILING ADDRESS STREET OR R.F.D. NO.	CITY OR TOWN	STATE	ZIP
Opal Ray	P.O. Box 795	Big Piney,	Wyoming	83113

19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify)	19b. DATE (Mo., Day, Yr.)	19c. CEMETERY OR CREMATORY — NAME	19d. LOCATION CITY OR TOWN	STATE
Burial	1-15-85	Plainview Cemetery	Big Piney,	Wy.

20a. FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH (Name) NUMBER	20b. NAME OF FACILITY NUMBER	20c. ADDRESS OF FACILITY
Stanley Wilson #260	Valley Mortuary #108	Box 1129 Jackson, Wy.

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) Dennis L. Butcher M.D.

21b. DATE SIGNED (Mo., Day, Yr.)	21c. HOUR OF DEATH
1.21.85	0715 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 (Time) AT M

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

23. Dennis L. Butcher, M.D. Box 3009, Jackson, Wyoming 83001

REGISTRAR

24a. (Signature) Jane Yawkins, Deputy — 24b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) 1-12-85

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) Respiratory arrest — Interval between onset and death: mins

DUE TO, OR AS A CONSEQUENCE OF:

(b) Pneumococcal pneumonia — Interval between onset and death: 1 week

DUE TO, OR AS A CONSEQUENCE OF:

(c)

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

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. DESCRIPTION OF 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

FEB 4 1985

Penalty for failure to do so. W.S. 35-1-431(b)

Certificate of death to be signed within 24 hours of death W.S. 35-1-418(c)

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 5th day of November, 1990, between BOYD CARR and DOROTHY MAICILLE RAY CARR, husband and wife, DONALD WAYNE RAY and JUNE RAY, husband and wife, LEONARD VICKREY and MARILYN ALICE RAY VICKREY, husband and wife, THOMAS BAKER and BETTY ALFERNA RAY BAKER, husband and wife, and WILLIAM ARTHUR RAY and MARY LOUISE RAY, husband and wife, as Sellers, and MICHAEL L. WADE and BOBBI JO WADE, 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 Three (3) of the Amended Ray Second Addition to the Town of Big Piney, Sublette County, Wyoming;
>
> EXCEPTING THEREFROM that part of Lot Three (3) of the Amended Ray Second Addition to the Town of Big Piney, Sublette County, Wyoming, described as follows:
>
> Beginning at the northeast corner of said Lot Three (3), thence westerly along the north boundary of said Lot Three (3) a distance of 101.06 feet;
> thence southerly and parallel to the east boundary of said Lot Three (3) a distance of 16 feet;
> thence easterly and parallel to the north boundary of said Lot Three (3) a distance of approximately 101.06 feet to a point on the east boundary of said Lot Three (3);
> thence northerly along the east boundary of said Lot Three (3) a distance of 16 feet to the point 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.

Buyers' address for tax purposes is P.O. Box 116, Big Piney, WY 83113.

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

DATED this 5th day of November, 1990.

230889

RECORDED December 5th AT 9:40 AM
IN BOOK 58 Misc PAGE 84
FEES $ 8.75 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Bethany A. Walker

SELLERS:

Boyd Carr
BOYD CARR

Dorothy Maicille Ray Carr
DOROTHY MAICILLE RAY CARR

Donald Wayne Ray
DONALD WAYNE RAY

BY: Dorothy Maicille Ray Carr
Dorothy Maicille Ray Carr, his attorney in fact

June Ray
JUNE RAY

BY: Dorothy Maicille Ray Carr
Dorothy Maicille Ray Carr, her attorney in fact

[redacted] [redacted] [redacted]

Leonard Vickrey
LEONARD VICKREY

BY: Dorothy Maicille Ray Carr
Dorothy Maicille Ray Carr, his attorney in fact

Marilyn Alice Ray Vickrey
MARILYN ALICE RAY VICKREY

BY: Dorothy Maicille Ray Carr
Dorothy Maicille Ray Carr, her attorney in fact

Thomas Baker
THOMAS BAKER

BY: Dorothy Maicille Ray Carr
Dorothy Maicille Ray Carr, his attorney in fact

Betty Alverna Ray Baker
BETTY ALVERNA RAY BAKER

BY: Dorothy Maicille Ray Carr
Dorothy Maicille Ray Carr, her attorney in fact

William Arthur Ray
WILLIAM ARTHUR RAY

BY: Dorothy Maicille Ray Carr
Dorothy Maicille Ray Carr, his attorney in fact

Mary Louise Ray
MARY LOUISE RAY

BY: Dorothy Maicille Ray Carr
Dorothy Maicille Ray Carr, her attorney in fact

DATED this 5th day of November, 1990.

BUYERS:

Michael L Wade
MICHAEL L. WADE

Bobbi Jo Wade
BOBBI JO WADE

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum Of Agreement** was acknowledged before me by BOYD CARR, this 5th day of November, 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 Expries: 12/12/90

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum Of Agreement** was acknowledged before me

by DOROTHY MAICILLE RAY CARR, DONALD WAYNE RAY, by Dorothy Maicille Ray Carr, his attorney in fact, JUNE RAY, by Dorothy Maicille Ray Carr, her attorney in fact, LEONARD VICKREY, by Dorothy Maicille Ray Carr, his attorney in fact, MARILYN ALICE RAY VICKREY, by Dorothy Maicille Ray Carr, her attorney in fact, THOMAS BAKER, by Dorothy Maicille Ray Carr, his attorney in fact, BETTY ALFERNA RAY BAKER, by Dorothy Maicille Ray Carr, her attorney in fact, WILLIAM ARTHUR RAY, by Dorothy Maicille Ray Carr, his attorney in fact and MARY LOUISE RAY, by Dorothy Maicille Ray Carr, her attorney in fact, this 5th day of November, 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 **Memorandum Of Agreement** was acknowledged before me by MICHAEL L. WADE, this 5th day of November, 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 **Memorandum Of Agreement** was acknowledged before me by BOBBI JO WADE, this 5th day of November, 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

A F F I D A V I T

State of Wyoming)
County of Sublette) ss...

COMES NOW, Paul N. Scherbel of Big Piney, Wyoming, Count Sublette, State of Wyoming, who being duly sworn on oath, according to law, does make the following statement of fa and affirm:

1). THAT he is a Land Surveyor registered under the laws of the State of Wyoming and is duly appointed, bonded and acting County Surveyor of the County of Sublette.

2). THAT the description of the BIG SANDY-ELKHORN COUNTY ROAD NO. 23-118 herewith was derived from an actual survey made under my supervision, during 1982 and 1983 and that it correctly describes the said roadway.

3). THAT this affidavit is filed for the purpose of describing the roadway for the several easements being obtained in anticipation of the roadway acquiring County Road status.

BIG SANDY-ELKHORN COUNTY ROAD NO. 23-118
A strip of land eighty (80) feet in width being part of the following:

T31N, R106W
- Section 22 - SW¼NE¼, NW¼SE¼, SW¼SE¼, SE¼SE¼
- Section 27 - NE¼NE¼
- Section 26 - NW¼NW¼, NE¼NW¼, SE¼NW¼, SW¼NE¼, SE¼NE¼ NW¼SE¼, NE¼SE¼, SE¼SE¼
- Section 25 - SW¼SW¼, SE¼SW¼, SW¼SE¼
- Section 36 - NW¼NW¼, NE¼NW¼, NW¼NE¼, NE¼NE¼

T31N, R105W
- Section 31 - Lot 1, Lot 2, SE¼NW¼, NE¼SW¼, SE¼SW¼, SW¼SE¼

T30N, R105W
- Section 6 - Lot 2, SW¼NE¼, NW¼SE¼, NE¼SE¼, SW¼SE¼, SE¼SE¼
- Section 7 - NE¼NE¼, SE¼NE¼
- Section 8 - SW¼NW¼, NW¼SW¼, NE¼SW¼, SE¼SW¼, SW¼SE¼
- Section 17 - NW¼NE¼, NE¼NE¼, SW¼NE¼, SE¼NE¼, NE¼SE¼
- Section 16 - NW¼SW¼, NE¼SW¼, SE¼SW¼, SW¼SE¼, SE¼SE¼
- Section 21 - NE¼NE¼, SE¼NE¼
- Section 22 - NW¼NW¼, SW¼NW¼, NW¼SW¼, SW¼SW¼
- Section 27 - NW¼NW¼, SW¼NW¼, NW¼SW¼, SW¼SW¼
- Section 28 - NE¼SE¼, SE¼SE¼
- Section 34 - NW¼NW¼, SW¼NW¼, NW¼SW¼, NE¼SW¼, SE¼SW¼ SW¼SE¼

T29N, R105W
- Section 3 - Lot 2, SW¼NE¼, SE¼NE¼, NW¼SE¼, NE¼SE¼, SE¼SE¼
- Section 2 - SW¼SW¼
- Section 11 - NW¼NW¼, SW¼NW¼, SE¼NW¼, NE¼SW¼, SE¼SW¼
- Section 14 - NE¼NW¼, NW¼NE¼, NE¼NE¼, SW¼NE¼, SE¼NE¼
- Section 13 - SW¼NW¼, NW¼SW¼, NE¼SW¼, SE¼SW¼, SW¼SE¼, SE¼SE¼,
- Section 24 - NE¼NE¼, NW¼NE¼

T29N, R104W
- Section 19 - Lot 1, NE¼NW, SE¼NW¼, NE¼SW¼, NW¼SE¼, SW¼SE¼
- Section 30 - NW¼NE¼, SW¼NE¼, NW¼SE¼, NE¼SE¼, SE¼SE¼
- Section 31 - NE¼NE¼

230932

RECORDED Nov 8 AD 90 11:30 A M
IN BOOK 58 Misc. PAGE 87
FEES $ N/C Mary L. VanKirk COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Kirby

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

N. Scherbel
stered Land Surveyor No 164
A. Scherbel
stered Land Surveyor No 3889
VEYOR SCHERBEL LTD
Piney, Wyoming 83113
son, Wyoming 83001
, Wyoming 83110

Section 32 - NW¼NW¼, SW¼NW¼, SE¼NW¼, NE¼SW¼, NW¼SE¼, NE¼SE¼, SW¼SE¼, SE¼SE¼

T28N, R104W

Section 6 - Lot 2, NW¼SE¼, NE¼SW¼, SE¼SW¼, Lot 6

Section 7 - Lot 1, Lot 2

T28N, R105W

Section 12 - SE¼NE¼, NE¼SE¼, NW¼SE¼, SW¼SE¼, SE¼SW¼

Section 13 - NE¼NW¼, NW¼NW¼, SW¼NW¼, NW¼SW¼, SW¼SW¼, SE¼SW¼

Section 24 - NE¼NE¼, SE¼NE¼, SW¼NE¼, NW¼SE¼, SW¼SE¼

Section 25 - NW¼NE¼, SW¼NE¼, NW¼SE¼, NE¼SE¼, SE¼SE¼

Section 36 - NE¼NE¼, SE¼NE¼, SW¼NE¼, NE¼SE¼, NW¼SE¼, SW¼SE¼

T27N, R105W

Section 1 - Lot 2, SW¼NE¼, NW¼SE¼, SW¼SE¼

Section 12 - NW¼NE¼, SW¼NE¼, NW¼SE¼, SW¼SE¼, NE¼SW¼, SE¼SW¼

Section 13 - NE¼NW¼, SE¼NW¼, NE¼SW¼, NW¼SW¼, SW¼SW¼,

Section 14 - SE¼SE¼

Section 23 - NE¼NE¼, NW¼NE¼, SW¼NE¼, NW¼SE¼, SW¼SE¼, SE¼SW¼

Section 26 - NE¼NW¼, SE¼NW¼, NE¼SW¼, SE¼SW¼

Section 35 - NE¼NW¼, SE¼NW¼, NE¼SW¼, SE¼SW¼, SW¼SW¼

all in SUBLETTE COUNTY, WYOMING

with the center-line described as follows:

BEGINNING at Station 947+00BK-WHD rec.=P.C. 0+00AH, N38°-01.5'W, 3489.18 feet from the southeast corner of said Section 22, T31N, R106W and/or S50°-25'E, 4445.5 feet from the northwest corner of said Section 22, both corners found as described in the Certified Land Corner Record-ation Certificate of record in the Office of the Clerk of Sublette County, said Station within the right-of-way of the Big Sandy-Elkhorn County Road No. 23-118;

thence Southeasterly, 260.54 feet along a circular curve to the right through a central angle of 28°-22' and radius of 526.24 to Station P.T. 2+60.54;

thence S12°-57'E, 723.19 feet to Station 9+83.73;

thence S23°-04.5'E, 928.22 feet to Station 19+11.95;

thence S36°-55.5'E, 640.50 feet to Station 25+52.45;

thence S30°-15'E, 472.92 feet to Station P.C. 30+25.37;

thence Southerly, 234.35 feet along a circular curve to the right through a central angle of 30°-22.5' and radius of 442.05 feet to Station P.T. 32+59.72;

thence S00°-07.5'W, 383.51 feet to Station P.C. 36+43.23;

thence Southerly, 232.39 feet along a circular curve to the left through a central angle of 35°-13.5' and radius of 378.00 feet to Station P.T. 38+75.62;

thence S35°-06'E, 26.32 feet to Station P.C. 39+01.94;

thence Southerly, 224.85 feet along a circular curve to the left through a central angle of 49°-33' and radius of 260.00 feet to Station P.T. 41+26.79;

thence S84°-39'E, 551.29 feet to Station 46+78.08 on the east line of said Section 27, T31N, R106W, S00°-07.5'W, 967.79 feet from the northeast corner of said Section 27;

thence continuing S84°-39'E, 16.50 feet to Station P.I. 46+94.58;

thence N74°-34.5'E, 915.29 feet to Station P.C. 56+09.87;

thence Easterly, 213.99 feet along a circular curve to the right through a central angle of 31°-08.5' and radius of 393.71 feet to Station P.T. 58+23.86;

thence S74°-17'E, 110.44 feet to Station P.I. 59+34.30;

thence S54°-00.5'E, 865.40 feet to Station P.I. 67+99.70;

thence S50°-26'E, 1112.61 feet to Station P.I. 79+12.31;

...l N. Scherbel
...istered Land Surveyor No. 164
...l A. Scherbel
...istered Land Surveyor No. 3889
...VEYOR SCHERBEL LTD
...Piney, Wyoming 83113
...son, Wyoming 83001
... Wyoming 83110

[redacted] "Modification in any way of the fo[redacted]description terminates liability of the sur[redacted]

thence S60°-19'E, 457.85 feet to Station P.I. 83+70.16;
thence S55°-11.5'E, 1131.50 feet Station P.I. 95+01.66;
thence S43°-33'E, 1416.60 feet to Station P.I. 109+18.26;
thence S47°-39.5'E, 287.11 feet to Station 112+05.37 on the east line of said Section 26, S00°-00.5'E, 1440.36 feet from the east one-quarter corner of said Section 26;
thence continuing S47°-39.5'E, 1516.40 feet to Station P.C. 127+21.77;
thence Easterly, 452.57 feet along a circular curve to the left through a central angle of 42°-55' and radius of 604.20 feet to Station P.T. 131+74.34;
thence N89°-25.5'E, 740.01 feet to Station P.C. 139+14.35;
thence Easterly, 269.83 feet along a circular curve to the right through a central angle of 05°-27.5' and radius of 2831.70 feet to Station 141+84.18 on the south line of said Section 25, T31N, R106W, S89°-15'W, 29.87 feet from the south one-quarter corner of said Section 25;
thence continuing Southeasterly, 817.47 feet along said circular curve to the right through a central angle of 16°-32.5' and radius of 2831.70 feet to Station P.T. 150+01.65;
thence S68°-34.5'E, 642.67 feet to Station P.I. 156+44.32;
thence S66°-23.5'E, 1322.17 feet to Station 169+66.49 on the east line of said Section 36, T31N, R106W, S00°-00.5'E, 983.01 feet from the northeast corner of said Section 36;
thence continuing S66°-23.5'E, 172.09 feet to Station P.I. 171+38.58;
thence S45°-41'E, 817.90 feet to Station P.I. 179+56.48;
thence S38°-54.5'E, 1148.11 feet to Station P.I. 191+04.59;
thence S33°-21.5'E, 1007.11 feet to Station P.C. 201+11.70;
thence Southeasterly, 706.17 feet along a circular curve to the right through a central angle of 11°-38' and radius of 3478.01 feet to Station P.T. 208+17.87;
thence S21°-43.5'E, 1329.26 feet to Station 221+47.13 on the south line of said Section 31, T31N, R105W, N89°-51'E, 151.93 feet from the south one-quarter corner of said Section 31;
thence Southerly through Lot 2, SW¼NE¼, NW¼SE¼, NE¼SE¼, SW¼SE¼ and SE¼SE¼ of said Section 6, T30N, R105W;
thence Southerly through the NE¼NE¼ and SE¼NE¼ of said Section 7, T30N, R105W, to Station 0+00 on the east line of said Section 7, N00°-33'E, 520.88 feet from the east one-quarter corner of said Section 7;
thence S41°-11.5'E, 4153.93 feet to Station 41+53.93 on the south line of said Section 8, T30N, R105W, N88°-20.5'E, 159.04 feet from the south one-quarter corner of said Section 8;
thence continuing S41°-11.5'E, 3223.54 feet to Station P.C. 73+77.47;
thence Southeasterly, 435.82 feet along a circular curve to left through a central angle of 15°-54' and radius of 1570.21 feet to Station 78+13.29 on the east line of said Section 17, T30N, R105W, S00°-03'E, the base bearing for this survey, 112.50 feet from the east one-quarter corner of said Section 17;
thence continuing Southeasterly, 142.43 feet along a circular curve to the left through a central angle of 05°-12' and radius of 1570.21 feet to Station P.T. 79+55.72;
thence S62°-17.5'E, 4415.99 feet to Station P.C. 123+71.71;
thence Southeasterly, 419.02 feet along a circular curve to the right through a central angle of 20°-27.5' and radius of 1173.31 feet to Station 127+90.73 on the south line of said Section 16, T30N, R105W, N88°-19°E, 1749.61 feet from

l N. Scherbel
istered Land Surveyor No. 164
rt A. Scherbel
istered Land Surveyor No 3889
RVEYOR SCHERBEL LTD
Piney, Wyoming 83113
kson, Wyoming 83001
n, Wyoming 83110

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the south one-quarter corner of said Section 16;
thence continuing Southeasterly, 106.07 feet along said circular curve to the right through a central angle of 06°-11' and a radius of 1173.31 feet to Station P.T. 128+96.20;
thence S36°-39'E, 1059.72 feet to Station P.I. 139+56.32;
thence S21°-39.5'E, 386.95 feet to Station P.I. 142+43.27;
thence S05°-38'E, 242.24 feet to Station 145+83.71 on the east line of said Section 21, T30N., R105W., N00°-11'W., 1085.72 feet from the east one-quarter corner of said Section 21;
thence continuing S05°-38'E, 41.65 feet to Station P.I. 146+27.36;
thence S02°-10.5'W, 96.16 feet to Station 147+23.52 on the said east line of Section 21, N00°-11'W, 948.18 feet from the said east one-quarter corner of Section 21;
thence continuing S02°-10.5'W, 449.15 feet to Station P.I. 151+72.67;
thence S17°-32.5'E, 62.70 feet to Station 152+35.37 on the east line of said Section 21, T30N, R105W, N00°-11'W, 439.57 feet from the east one-quarter corner of said Section 21;
thence continuing S17°-32.5'W, 250.38 feet to Station P.I. 154+85.75;
thence S06°-32.5'E, 201.79 feet to Station P.I. 156+87.54;
thence Southerly through the said NW¼SW¼ and SW¼SW¼ of Section 22, T30N, R105W;
thence Southerly through the NW¼NW¼, SW¼NW¼ and NW¼SW¼ of said Section 27, T30N, R105W;
thence Southerly through the NE¼SE¼ and SE¼SE¼ of said Section 28, T30N, R105W;
thence Southerly through the SW¼SW¼ of said Section 27, T30N, R105W;
thence Southerly through the NW¼NW¼, SW¼NW¼, NW¼SW¼, NE¼SW¼, SE¼SW¼ and SW¼SE¼ of said Section 34,T30N, R105W;
thence Southeasterly through Lot 2, SW¼NE¼, SE¼NE¼, NW¼SE¼, NE¼SE¼ and SE¼SE¼ of said Section 3, T29N, R105W;
thence Southeasterly through the SW¼SW¼ of said Section 2, T29N, R105W;
thence Southeasterly through the NW¼NW¼, SW¼NW¼, SE¼NW¼, NE¼SW¼ and SE¼SW¼ of said Section 11, T29N, R105W;
thence Southeasterly through the NE¼NW¼, NW¼NE¼, NE¼NE¼, SW¼NE¼ and SE¼NE¼ of said Section 14, T29N, R105W;
thence Southeasterly through the SW¼NW¼, NW¼SW¼, NE¼SW¼, SE¼SW¼, SW¼SE¼ and SE¼SE¼ of said Section 13, T29N, R105W;
thence Easterly through the NW¼NE¼ and NE¼NE¼ of said Section 24, T29N, R105W to Station 0+00 on the west line of said Section 19, T29N, R104W, South, 50.00 feet from the northwest corner of said Section 19;
thence S79°-43'E, 567.83 feet to Station P.I. 5+67.83;
thence S69°-39'E, 943.87 feet to Station P.I. 15+11.70;
thence S21°-00'E, 2278.01 feet to Station P.I. 37+89.71;
thence S23°-40'E, 1278.09 feet to Station P.I. 50+67.80;
thence S00°-48'E, 1202.30 feet to Station P.I. 62+70.10;
thence S20°-31'E, 310.00 feet to Station 65+80.10 on the south line of said Section 19, T29N, R104W, East, 250 feet from the south one-quarter corner of said Section 19;
thence continuing S20°-31'E, 5670.00 feet to Station P.I. 122+50.10=163+59.80 J.F. on the south line of said Section 30, T29N¼ R104W, West, 475 feet from the southeast corner of said Section 30, T29N, R104W;
thence continuing S20°-31'E, 28.09 feet to Station P.I. 122+78.19;
thence S45°-28'E, 3520.81 feet to Station P.I. 157+99.00;
thence S81°-42'E, 552.52 feet to Station P.I. 163+51.52;
thence S43°-16'E, 3658.60 feet to Station P.I. 200+10.12,

Scherbel
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OR SCHERBEL, LTD
ey, Wyoming 83113
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oming 83110

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N88°-31'E, 2799.35 feet from the northwest corner of said Section 6, T28N, R104W;
thence S16°-11'W, 90 feet to Station 201+00.12 = 167+90 J.F. on the south line of said Section 32, T29N, R104W;
thence Southwesterly through Lot 2, NW¼SE¼, NE¼SW¼, SE¼SW¼ and Lot 6 of said Section 6, T28N, R104W;
thence Southerly through Lot 1 and Lot 2 of said Section 7, T28N, R104W;
thence Southwesterly through the SE¼NE¼, NE¼SE¼, NW¼SE¼, SW¼SE¼ and SE¼SW¼ of said Section 12, T28N, R105W;
thence Southwesterly, Southerly, and Southeasterly through the NE¼NW¼, NW¼NW¼, SW¼NW¼, NW¼SW¼, SW¼SW¼, SE¼SW¼ of said Section 13, T28N, R105W;
thence Southeasterly through the NE¼NW¼, SE¼NW¼, SW¼NE¼, NW¼SE¼ and SW¼SE¼ of Section 24, T28N, R105W, to a point on the south line of said Section 24, S89°-45'E, 651.40 feet from the south one-quarter corner of said Section 24;
thence Southerly through the NW¼NE¼, SW¼NE¼, NW¼SE¼, NE¼SE¼ and SE¼SE¼ of said Section 25, T28N, R105W to Station 0+00 on the north line of said Section 36, T28N, R105W, S89°-35.5'W, 1002.78 feet from the northeast corner of said Section 36;
thence S06°-05'W, 5302.87 feet to Station 53+02.87 on the south line of said Section 36, N89°-58'E, the base bearing for the survey through said Section 36, 1070.03 feet from the south one-quarter corner of said Section 36;
thence Southerly through Lot 2, SW¼NE¼, NW¼SE¼ and SW¼SE¼ of said Section 1, T27N, R105W;
thence Southerly through the NW¼NE¼, SW¼NE¼, NW¼SE¼, SW¼SE¼, NE¼SW¼, SE¼SW¼ of said Section 12, T27N, R105W;
thence Southerly and Southwesterly through the NE¼NW¼, SE¼NW¼ NE¼SW¼, NW¼SW¼, SW¼SW¼ of said Section 13, T27N, R105W;
thence Southwesterly through the SE¼SE¼ of said Section 14, T27N, R105W;
thence Southwesterly through the NE¼NE¼, NW¼NE¼, SW¼NE¼, NW¼SE¼, SW¼SE¼, and SE¼SW¼ of said Section 23, T27N, R105W;
thence Southerly through the NE¼NW¼, SE¼NW¼, NE¼SW¼ and SE¼SW¼ of said Section 26, T27N, R105W;
thence Southerly through the NE¼NW¼, SE¼NW¼, NE¼SW¼, SE¼SW¼, and SW¼SW¼ of Section 35, T27N, R105W to the POINT OF TERMINATION on the south line of said Section 35 on the Sublette County - Sweetwater County boundary;

all in accordance with the plat prepared and filed for record in the Office of the Clerk of Sublette County titled "PLAT TO ACCOMPANY APPLICATIONS FOR RIGHT-OF-WAY FROM UNITED STATES OF AMERICA BUREAU OF LAND MANAGEMENT STATE OF WYOMING AND PRIVATE EASEMENTS FOR BIG SANDY-ELKHORN COUNTY ROAD NO. 23-118 SUBLETTE COUNTY, WYOMING" consisting of 7 sheets and dated 17 November 1982.

Paul N. Scherbel

1 February 1984.

The foregoing was acknowledged to before me by Paul N. Scherbel this 23rd day of February 1984.

Witness my hand and official seal.

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

Jo Ann Y Mahoney
Notary Public

My commission expires 27 September 1984

N. Scherbel
tered Land Surveyor No. 164
A. Scherbel
tered Land Surveyor No. 3689
VEYOR SCHERBEL, LTD.
ney, Wyoming 83113
on, Wyoming 83001
Wyoming 83110

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

DANIEL MERNA COUNTY ROAD NO. 23-112

That part of the NE¼SE¼, Section 5, T34N, R112W, being part of that tract of record in the Office of the Clerk of Sublette County, Wyoming, in Book 55 of Miscellaneous Records on page 559 lying and being situate within the bounds of DANIEL MERNA COUNTY ROAD NO. 23-112 as described in that affidavit of record in said office in Book 52 of Miscellaneous Records on page 285.

upon acceptance and recordation of this easement by the Board of County Commissioners of Sublette County, Wyoming, that portion of the easement previously granted for this county road of record in said Office in Book 28 of Miscellaneous Records on page 27 being pertinent to the grantor's land is hereby released.

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

GRANTOR also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance; including but not limited to, the right of corporations organized under the laws of this State or of any other state or of the United States 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 Section 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 desired engineering specifications as may be applicable to public roads.

GRANTEE agrees, if and when grantee desires existing fence to be moved, to construct a lawful fence as described in Section 11-28-102, Wyoming Statutes, (1977) unless otherwise agreed upon by the parties. If grantor desires to have a new fence built, said fence shall be paid for by the grantor. Any new fence must be located on the right-of-way line described herein.

GRANTEE agrees to construct culverts of suitable size across such ditches and laterals of the party of the first part as necessary for proper operation of his present irrigation system.

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

230979

RECORDED December 13 '90 2:15P
IN BOOK 58 Misc. PAGE 92
FEES $6.00 Mary L. Langford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

WITNESS OUR HANDS hereto this 6 day of November, 1990.

Donald E. Calhoun

Donald E. Calhoun

Paula L. Calhoun

Paula L. Calhoun

STATE OF WYOMING)
COUNTY OF TETON) ss

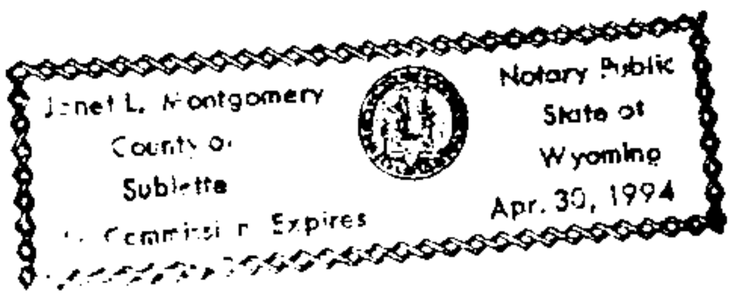
The foregoing instrument was acknowledged before me by Donald E. Calhoun and Paula L. Calhoun, this 6th day of November, 1990.

Witness my hand and official seal.

Janet L. Montgomery

Notary Public

My Commission Expires:



AFFIDAVIT OF SURVIVORSHIP

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

NANCY J. HALGREN COLLINGE, being first duly sworn, states as follows:

1. Affiant is the surviving daughter of Edna Mae Wedlock and she is also the Personal Representative of the Estate of Edna Mae Wedlock; Edna Mae Wedlock was the surviving tenant of an estate by the entireties with respect to decedent, Leland Roy Wedlock; therefore, affiant as Personal Representative of the Estate of Edna Mae Wedlock, which is filed in the District Court of the Ninth Judicial District, Sublette County, Wyoming, as Probate No. 1337, has an interest in the real estate, which is the subject matter of this affidavit.

2. Affiant states that Leland Roy Wedlock died at Lynwood, Los Angeles County, California, on the 18th day of December, 1975; the facts of said death more fully appear from the certificate of death, duly certified by the Registrar-Recorder of Los Angeles County, California, attached hereto as Exhibit "A", and by this reference incorporated herein.

3. Edna Mae Wedlock, became deceased on November 17, 1988; the said Edna Mae Wedlock was predeceased in death by her husband, Leland Roy Wedlock, who passed away March 18, 1975.

4. During the marriage of Leland Roy Wedlock and Edna Mae Wedlock, said decedents acquired as tenants by the entireties certain real property by warranty deed, recorded in the office the County Clerk of Sublette County, Wyoming in Book 14 of Deeds, Page 130, which property is more particularly described as follows:

A parcel of land situated in the SW¼SE¼ of Section 23, Township 37 North, Range 113 West of the 6th P.M., Sublette County, Wyoming, being more particularly described as follows:

Commencing at the south quarter-section corner of said Section 23; running thence South 88°55' East, along the south line of said Section 23, 421.1 feet; thence North 15°12' East, 405.0 feet to the southwest corner of said parcel and the point of beginning, said point being marked by a 3/4" steel T-bar driven in the ground, topped with a steel identification cap inscribed "R.L.S. 641"; running thence South 74°48' East, 448.65 feet to a T-bar as described above; thence South 74°48' East, 17.1 feet to the centerline of the Hicks Cutoff of the Upper Hoback River Road; thence, along said centerline, North 31°16' East, 84.5 feet; thence North 8°56' East, 185.0 feet; thence North 74°48' West, 469.02 feet; thence South 15°12' West, 265.0 feet to the point of beginning, containing 2.912 acres.

A parcel of land situated in the SW¼SE¼ of Section 23, Township 37 North, Range 113 West of the 6th P.M., Sublette County, Wyoming, being more particularly described as follows:

Beginning on the west line of the SW¼SE¼ of said Section 23 at a point located North 0°56' East, 367.97 feet from the south quarter-section corner of said Section 23; running thence South 74°48' East, 439.06 feet; thence North 15°12' East, 334.21 feet; thence North 74°48' West, 524.04 feet to the west line of said SW¼SE¼; thence South 0°56' West, 344.84 feet to the point of beginning, containing 3.695 acres, and all corners of said parcel being marked by a 3/4" steel T-bar driven in the ground, topped with a steel identification cap inscribed "RLS 641."

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RECORDED November 13 AD 90 4:10 P M
IN BOOK 5E misc PAGE 94
FEE $ 8.00 Mary L. Lankford COUNTY CLERK
[redacted] ETTE COUNTY, PINEDALE, WYO [redacted]

All of the above lands are conveyed together with all improvements thereon, and easements, appurtenances, incidents and reversionary rights belonging and appertaining thereto, or used in connection therewith, and all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and the right to the use of all water, ditches and reservoirs used in connection therewith; subject, however, to all mining, mineral and other exceptions, reservations, conditions and right-of-way of record. The Grantors also hereby convey unto the Grantees, their heirs, administrators and assigns, an undivided 23% only of the total 100% of all minerals and all mineral rights of every kind and character now known to exist or which hereafter may be discovered in said lands, including, without thereby limiting the generality of the foregoing, all oil, gas and other hydrocarbon substances and products, together with all mining rights and the right to prospect for and extract said minerals, oil, gas and other hydrocarbon substances and products from said land, and the right of ingress and egress to and from said lands for that purpose.

5. This affidavit is filed for the purpose of establishing the fact of the death of said Leland Roy Wedlock, who was the owner with Edna Mae Wedlock of an estate by the entireties in the above described property, and to make an official record of the termination of interests of decedent, Leland Roy Wedlock, in and to said property, pursuant to the provision of W.S. § 2-9-102.

Nancy J. Halgren Collinge
Nancy J. Halgren Collinge

Subscribed and sworn to before me by Nancy J. Halgren Collinge this 25 day of September, 1990.

Witness my hand and official seal.

Lorraine C Marshall
Notary Public

My Commission Expires:

OFFICIAL SEAL
LORRAINE C MARSHALL
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires MAY 27, 1993

STATE OF CALIFORNIA—OFFICE OF THE STATE REG

STATE FILE NUMBER

...ENT OF HEALTH 96 0190-013230
...R OF VITAL STATISTICS — LOCAL REGISTRATION DISTRICT AND CERTIFICATE NUMBER

DECEDENT PERSONAL DATA

1a. NAME OF DECEASED—FIRST NAME	1b. MIDDLE NAME	...ST NAME
Leland	Roy	...dlock

3. SEX	4. COLOR OR RACE	5. BIRTHPLACE (STATE OR FOREIGN COUNTRY)	...TE OF BIRTH
male	Cauc	Gebo, Wyoming	...ne 26, 1925

2a. DATE OF DEATH—MONTH, DAY, YEAR	2b. HOUR	7. AGE (LAST BIRTHDAY)	IF UNDER 1 YEAR		IF UNDER 24 HOURS	
			...THS	DAYS	HOURS	MINUTES
March 18, 1975	6:45A	49 YEARS				

6. NAME AND BIRTHPLACE OF FATHER: Alfred Wedlock — montana

...IDEN NAME AND BIRTHPLACE OF MOTHER: ...na Cole — Wyoming

10. CITIZEN OF WHAT COUNTRY: U.S.A.

11. SOCIAL SECURITY NUMBER: 520-20-2036

...RIED, NEVER MARRIED, WIDOWED, OR (SPECIFY): ...rried

13. NAME OF SURVIVING SPOUSE (IF WIFE, ENTER MAIDEN NAME): Edna Schafer

14. LAST OCCUPATION: Dispatcher

15. ...NUMBER OF YEARS IN THIS OCCUPATION: 28

16. NAME OF LAST ...: Boiler

...OYING COMPANY OR FIRM: ...ers #92

17. KIND OF INDUSTRY OR BUSINESS: Boiler makers

PLACE OF DEATH

18a. PLACE OF DEATH—NAME OF HOSPITAL OR OTHER IN-PATIENT FACILITY: St. Francis Hospital

18b. CITY OR TOWN: Lynwood

...TREET ADDRESS—(STREET AND NUMBER, OR LOCATION): ...530 Imperial Highway

18c. INSIDE CITY CORPORATE LIMITS (SPECIFY YES OR NO): yes

...OUNTY: ...os Angeles

18f. LENGTH OF STAY IN COUNTY OF DEATH: 22 YEARS

18g. LENGTH OF STAY IN CALIFORNIA: 25 YEARS

...SIDE CITY CORPORATE LIMITS (...Y YES OR NO): ...s

...TATE: ...lifornia

USUAL RESIDENCE (IF DEATH OCCURRED IN INSTITUTION ENTER RESIDENCE BEFORE ADMISSION)

19a. USUAL RESIDENCE—STREET ADDRESS (STREET AND NUMBER OR LOCATION): 760 West Lomita Blvd.

19c. CITY OR TOWN: Harbor City

19b. COUNTY: Los Angeles

20. NAME AND MAILING ADDRESS OF INFORMANT: Edna Wedlock, 760 West Lomita Blvd, Harbor City, California

PHYSICIAN'S OR CORONER'S CERTIFICATION

21a. CORONER (I HEREBY CERTIFY THAT DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED ABOVE FROM THE CAUSES STATED BELOW AND THAT I HAVE HELD OR THE REMAINS OF DECEASED AS REQUIRED BY LAW.) (INVESTIGATOR OF INQUIRY)

21a. PHYSICIAN (I HEREBY CERTIFY THAT DEATH OC... THE HOUR, DATE AND PLACE STAT... FROM THE CAUSES STATED BELOW AND THAT I ATTENDED THE DE...)

FROM (ENTER MONTH, DAY, YEAR)	TO (ENTER MONTH, DAY, YEAR)	...NE
2-1-75	3-18-75	3-

21c. PHYSICIAN OR CORONER—SIGNATURE AND DEGREE OR TITLE: ...g Dit MD

21b. DATE SIGNED: 3-20-75

...-75 — 21d. ADDRESS: ...3737 E. Century Blvd Lyn, Cal.

21e. PHYSICIAN'S CALIFORNIA LICENSE NUMBER: C 26872

FUNERAL DIRECTOR AND LOCAL REGISTRAR

22a. SPECIFY BURIAL, ENTOMBMENT OR CREMATION: Burial

22b. DATE: 3-22-75

22c. NAME OF CE...: Riverside Thermopc

...RY OR CREMATORY: ...emetery, Wyoming

24. EMBALMER—SIGNATURE (IF BODY EMBALMED) LICENSE NUMBER: ...5883

25. NAME OF FUNERAL DIRECTOR (OR PERSON ACTING AS SUCH): McMillan Mortuary

26. IF NOT CERTIFIED, THIS DEATH REPOR... (SPECIFY YES OR NO): no

...CE WAS ...ORIZED BY: 27. LOCAL REGISTRAR—SIGNATURE

28. DATE RECEIVED FOR REGISTRATION BY LOCAL REGISTRAR: MAR 20 1975

MEDICAL AND HEALTH DATA

CAUSE OF DEATH

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.

		APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH
IMMEDIATE CAUSE (A)	Cardiac ... s rhythmia	minutes
DUE TO, OR AS A CONSEQUENCE OF (B)	Arterio scler... ic Heart Disease	years
DUE TO, OR AS A CONSEQUENCE OF (C)	Hyperlipid... n/a	years

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

31. WAS OPERATION ON BODY PERFORMED FOR ANY CONDITION IN ITEM 29 OR 30? (SPECIFY YES OR NO; IF YES, SPECIFY OPERATION AND DATE): No

32a. AUTOPSY (SPECIFY YES OR NO): Yes

32b. IF YES, WERE FINDINGS CONSIDERED IN DETERMINING CAUSE OF DEATH? (SPECIFY YES OR NO): Yes

INJURY INFORMATION 09F

33. SPECIFY ACCIDENT, SUICIDE OR HOMICIDE

34. PLACE OF INJURY (SPECIFY HOME, FARM, FACTORY, HIGHWAY, OFFICE BUILDING, ETC.)

35. INJURY AT WORK (SPECIFY YES OR NO)

36a. DATE OF INJURY—MONTH, DAY, YEAR

36b. HOUR

37a. PLACE OF INJURY (STREET AND NUMBER OR LOCATION AND CITY OR TOWN)

37b. DISTANCE FROM PLACE OF INJURY TO USUAL RESIDENCE (ITEM 19) — MILES

38. WERE LAW-ENFORCEMENT RIGHTS GIVEN FOR DRUGS OR TOXIC CHEMICALS? (SPECIFY YES OR NO)

39. WERE LABORATORY TESTS DONE FOR ALCOHOL? (SPECIFY YES OR NO)

40. DESCRIBE HOW INJURY OCCURRED (ENTER SEQUENCE OF EVENTS WHICH RESULTED IN INJURY. IF INJURY SHOULD BE ENTERED IN ITEM 29)

STATE REGISTRAR

A.	B.	C.	D.	E.	F.
					7-1-9

This is a true and certified copy of the record if it bears the seal, imprinted in purple ink, of the Registrar-Recorder.

JAN 17 1989

REGISTRAR-RECORDER
LOS ANGELES COUNTY, CALIFORNIA

REGISTRAR-RECORDER LOS ANGELES COUNTY · CALIFORNIA ·

417g/90-0809

CERTIFICATE

I, Don Hager, hereby certify that I am the duly elected, qualified and acting Assistant Secretary of KERR-McGEE CORPORATION, a Delaware corporation.

I certify that the attached is a true and correct copy of the Certificate of Merger merging Flag-Redfern Oil Company into Kerr-McGee Corporation as filed with the Secretary of State of Delaware on June 28, 1989.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation this 14th day of August, 1990.

Don Hager
Assistant Secretary

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

I, Shirley James a notary public, do hereby certify that on this 14th day of August, 1990, personally appeared before me Don Hager who, being by me first duly sworn, declared that he is the Assistant Secretary of Kerr-McGee Corporation that he signed the foregoing document as Assistant Secretary of the Corporation, and that the statements contained therein are true.

In witness whereof I have hereunto set my hand and seal this 14th day of August, A.D. 1990.

Shirley James
Notary Public
230985

SHIRLEY JAMES NOTARY PUBLIC IN AND FOR OKLAHOMA COUNTY OKLAHOMA

My Commission Expires
5-8-93

RECORDED Nov. 14 19 90 9:00 A.M.
IN BOOK 58 Misc. PAGE 97
FEES $ 14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

State of Delaware

Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP OF KERR-MCGEE CORPORATION, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, MERGING FLAG-REDFERN OIL COMPANY A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, PURSUANT TO SECTION 253 OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF JUNE, A.D. 1989, AT 10 O'CLOCK A.M.

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

DEPARTMENT OF STATE — OFFICE OF THE SECRETARY OF STATE — DELAWARE

8917900B7

Michael Harkins, Secretary of State

AUTHENTICATION: 1224860?

DATE: 07/06/1989

998d/89-0623

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING
FLAG-REDFERN OIL COMPANY,
a Delaware corporation

INTO

KERR-McGEE CORPORATION,
a Delaware Corporation

PURSUANT TO SECTION 253 OF THE
GENERAL CORPORATION LAW
OF DELAWARE

KERR-McGEE CORPORATION, a Delaware corporation, by its undersigned officers, does hereby certify:

1. That KERR-McGEE CORPORATION, is a corporation organized and existing under the laws of the State of Delaware, having been incorporated in such state on November 9, 1932.

2. That FLAG-REDFERN OIL COMPANY, is a corporation organized and existing under the laws of the State of Delaware, having been incorporated on October 8, 1928, and all of the issued and outstanding shares of each class of the stock of FLAG-REDFERN OIL COMPANY, being 1,000 shares of common stock, is owned by KERR-McGEE CORPORATION, making FLAG-REDFERN OIL COMPANY, the wholly owned subsidiary of KERR-McGEE CORPORATION.

3. That on the 26th day of June, 1989, the Executive Committee of the Board of Directors of KERR-McGEE CORPORATION, duly adopted a resolution to merge FLAG-REDFERN OIL COMPANY, a

wholly owned subsidiary of KERR-McGEE CORPORATION, into KERR-McGEE CORPORATION, with KERR-McGEE CORPORATION to assume all of said subsidiary's obligations, said resolution being as follows, to-wit:

WHEREAS, KERR-McGEE CORPORATION is a corporation organized and existing under the laws of the State of Delaware; and

WHEREAS, KERR-McGEE CORPORATION owns all of the issued and outstanding shares of each class of the stock of FLAG-REDFERN OIL COMPANY, a corporation organized and existing under the laws of the State of Delaware; and

WHEREAS, it is deemed advisable and to the best interest of said FLAG-REDFERN OIL COMPANY, that it be merged into KERR-McGEE CORPORATION, the parent corporation, effective as of close of business on June 30, 1989, pursuant to Section 253 of the General Corporation Law of the State of Delaware.

NOW, THEREFORE, BE IT RESOLVED, that effective as of close of business on June 30, 1989, FLAG-REDFERN OIL COMPANY, (hereinafter referred to as the "Merged Corporation") be, and the same shall, by virtue hereof, be merged into KERR-McGEE CORPORATION (hereinafter referred to as the "Surviving Corporation") pursuant to the provisions of Section 253 of the General Corporation Law of the State of Delaware, and that the Surviving Corporation shall, and does hereby, assume all of the obligations of the Merged Corporation.

BE IT FURTHER RESOLVED, that pursuant to such merger, all the estate, property, rights, privileges and franchises of the Merged Corporation shall vest in and be held and enjoyed by the Surviving Corporation as fully and entirely and without change or diminution as the same were before held and enjoyed by the Merged Corporation, and shall be managed and controlled by the Surviving Corporation, but subject to all liabilities and obligations of the Merged Corporation, and rights of all creditors thereof.

BE IT FURTHER RESOLVED, that pursuant to such merger, all of the issued and outstanding shares of the capital stock of the Merged Corporation, all such

shares being owned by the Surviving Corporation, shall be cancelled.

BE IT FURTHER RESOLVED, that all presently existing and established bank accounts or other depositories for the deposit and withdrawal of funds of, by and on behalf of the Merged Corporation shall be maintained, utilized and kept in force and effect for the deposit and withdrawal of funds of, by or on behalf of the Surviving Corporation, either in the Surviving Corporation's name or in the name of said Merged Corporation, and the signature cards and designations of officers and agents now authorized to deposit or withdraw money in or from said bank accounts or depositories shall remain in effect until cancelled or revoked.

BE IT FURTHER RESOLVED, that all of such banks or other depositories are authorized to accept and recognize such signatures for the withdrawal of funds until the same shall have been revoked or cancelled by the Surviving Corporation.

BE IT FURTHER RESOLVED, that the officers and directors of the Surviving Corporation are hereby ordered and directed to cause a copy of this resolution, duly certified, to be filed in the office of the Secretary of State of the State of Delaware and to do and perform such other acts and make such other filings as may be required in order to effectuate such merger and to comply with the applicable laws relative thereto.

4. Such resolutions have not been rescinded or modified and all are in full force and effect.

5. That said merger is pursuant to and in accordance with the provisions of Section 253 of the General Corporation Law of the State of Delaware and shall be effective as of the close of business on the 30th day of June, 1989 as authorized by Section 103(d) of said law.

IN WITNESS WHEREOF, said KERR-McGEE CORPORATION has caused its corporate seal to be hereunto affixed and this Certificate to be signed by the undersigned officers this 26th day of June, 1989.

CORPORATE SEAL

KERR-McGEE CORPORATION
DELAWARE
1932

KERR-McGEE CORPORATION

By _____
F. A. McPherson, Chairman of the Board and Chief Executive Officer

By _____
Don Hager,
Assistant Secretary

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

BE IT REMEMBERED, that on this 26th day of June, 1989, personally came before me, a Notary Public in and for the county and State aforesaid, F. A. McPherson, Chairman of the Board and Chief Executive Officer of KERR-McGEE CORPORATION, a corporation of the State of Delaware, the Corporation described in and which executed the foregoing Certificate, known to me personally to be such, and he, the said F. A. McPherson as such Chairman of the Board and Chief Executive Officer, duly executed said Certificate before me and acknowledged the said Certificate to be his act and deed and the act and deed of said Corporation; that the signatures of the said Chairman of the Board and Chief Executive Officer and of the Assistant Secretary of said Corporation to said foregoing Certificate are in the handwriting of the said Chairman of the Board and Chief Executive Officer and Assistant Secretary respectively, and that the seal affixed to said Certificate is the common or corporate seal of said Corporation; and that the facts therein set forth are true to the best of his knowledge, information and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

_____
Notary Public

My Commission Expires:
August 5 1992
NOTARY SEAL

998d

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

> The north 30 feet (thirty feet) of the $N\frac{1}{2}SE\frac{1}{4}$ of Section 2 and the north 30 feet (thirty feet) of the $N\frac{1}{2}SW\frac{1}{4}$ of Section 1, T34N, R113W, Sublette County, Wyoming, being part of that tract of record in Book 19 of Deeds on page 490 and in Book 20 of Deeds on page 210, in the Office of the Clerk of Sublette County, Wyoming, lying and being situate within the bounds of **DANIEL MERNA COUNTY ROAD NO. 23-112.**

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

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance; including but not limited to, the right of corporations organized under the laws of this State or of any other state or of the United States 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 desired engineering specifications as may be applicable to public roads.

Grantee agrees that the existing irrigation ditch located within the right of way herein described will not be relocated unless both parties agree to same.

Grantee agrees that the existing fence may remain in its present location; however, if Grantor should decide to replace said fence, that the new fence be built on the south right-of-way line herein described, and further that the Grantor should bear the cost of said fence.

Grantee agrees to construct culverts of suitable size across such ditches and laterals of the party of the first part as necessary for proper operation of his present irrigation system.

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

WITNESS OUR HANDS hereto this 13th day of Nov, 1990.

230989

Floyd L. Briggs Jr.
Floyd L. Briggs Jr.

Kathryn Briggs
Kathryn Briggs

RECORDED Nov. 14 19 90 9:30 A M
IN BOOK 58 Misc. PAGE 103
FEES $ N/C Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mon Riley

STATE OF WYOMING)
COUNTY OF SUBLETTE) §

The foregoing instrument was acknowledged before me by Floyd L. Briggs Jr. and Kathryn Briggs, this 13th day of AUGUST, 1990.

Witness my hand and official seal.

Janet L. Montgomery
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires
April 30, 1994

Notary Public

My Commission Expires:

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 15th day of October, 1990, between DAN W. HENRY and BARBARA HENRY, husband and wife, as Sellers, and ROBERT A. SPRINGMAN, JR. and TERRIE A. SPRINGMAN, 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:

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 _____, Big Piney, WY 83113.

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

DATED this 15th day of October, 1990.

RECORDED Nov. 15 19 90 2:40 P.M.
IN BOOK 58 MISC. PAGE 105
FEES $6.00 Mary Lou Kford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: mae Riley

231022

SELLERS:

Dan W. Henry
DAN W. HENRY

Barbara Henry
BARBARA HENRY

DATED this 11th day of October, 1990.

BUYERS:

Robert A. Springman Jr.
ROBERT A. SPRINGMAN, JR.

Terrie A. Springman
TERRIE A. SPRINGMAN

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

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

DAN W. HENRY and BARBARA HENRY, this 12th day of December, 1990.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES
DECEMBER 26, 1990

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by ROBERT A. SPRINGMAN, JR. and TERRIE A. SPRINGMAN, this 11th day of October, 1990.

WITNESS my hand and official seal.

GEORGIA COSTELLO
Notary Public - State of Wyoming
Sublette County, Wyoming
My commission expires Jan. 23, 1993

NOTARY PUBLIC

My Commission Expires:

1/23/93

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE)
)
OF KATHLEEN J. FLINT, a/k/a,)
KATHLEEN JULETTA FLINT,)
)
Deceased.)

Probate No. 1324

FILED
BY: [signature]
AUG 3 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 Authority To Sell Estate Real Property executed on behalf of the Personal Representative of the above captioned estate by STORMY K. MORRISON. 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 31st day of July, 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:

Lot Two (2), Finlaysen Addition to the Town of Pinedale, Sublette County, Wyoming, excepting therefrom:
A tract of land being part of Lot Two (2) of the Finlayson Addition to the Town of Pinedale, being more particularly described as follows:
Beginning at the northeast corner of said Lot Two (2);
thence from point of beginning S.00°11'E., along the east boundary of said Lot Two (2), a distance of 70.00 feet;
thence S.89°43'W., a distance of 148.92 feet;
thence N.34°55'W., along the west boundary of said Lot Two (2), a distance of 85.11 feet;
thence N.89°43'E., along the north boundary of said Lot Two (2), a distance of 197.5 feet to the point 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.

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 Executrix's Deed conveying said real property to CURTIS J. SORENSON and PEGGY SORENSON, husband and wife, upon the receipt of $27,000.00.

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.

231026

RECORDED Nov. 15 1990 4:55 P M
IN BOOK 58 Misc. PAGE 107
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
107 By: Mary Riley

Said incidental costs shall include but not be limited to title insurance, real estate commission and recording fees.

DATED this 1st day of August, 1990.

D. TERRY ROGERS
Judge of the 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 TO BE A FULL, TRUE AND COMPLETE COPY.

SIGNED

[redacted] [redacted] [redacted]

------ RIGHT-OF-WAY EASEMENT ------

KNOW ALL MEN BY THESE PRESENTS:

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

DANIEL MERNA COUNTY ROAD NO. 23-112

That part of the N1/2SW1/4, Section 2, T34N, R113W, being part of that tract of record in the Office of the Clerk of Sublette County, Wyoming, in Book 27 of Deeds on page 210, lying and being situate within the bounds of DANIEL MERNA COUNTY ROAD NO. 23-112 as described in the attached Description ofr Easement.

upon acceptance and recordation of this easement by the Board of County Commissioners of Sublette County, Wyoming, that portion of the easement previously granted for this county road of record in said Office in Book 32 of Miscellaneous Records on page 332 being pertinent to the grantor's land is hereby released.

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

GRANTOR also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance; including but not limited to, the right of corporations organized under the laws of this State or of any other state or of the United States for the purpose of constructing, maintaining and operating telephone, telegraph, electric transmission and distribution lines, or other public utility to set their poles, piers, abutments, wires and other fixtures along, across or under the above described lands in accordance with Section 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 desired engineering specifications as may be applicable to public roads.

GRANTEE agrees to construct a lawful fence as described in Section 11-28-102, Wyoming Statutes, (1977), unless otherwise agreed upon by the parties, if and when grantee desires existing fence to be moved. If grantor desires to have a new fence built, said fence shall be paid for by the grantor. Any new fence must be located on the right-of-way line described herein.

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. If the need should arise in the future that ditches presently within the right of way must be moved, GRANTEE agrees to be responsible for and bear the cost of the relocation of said ditches.

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

231032

RECORDED Nov. 16 '90 11:30AM
IN BOOK 58 Misc PAGE 109
FEES $ NC - Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
BY: Carol A. Cheney, deputy.

WITNESS OUR HANDS hereto this 15th day of May, 1989.

Lester W. Anderson

Grace B. Anderson

STATE OF WYOMING)
) Ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Lester W. Anderson and Grace B. Anderson this 15th day of May, 1989.

WITNESS my hand and official seal.

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

Janet L. Montgomery
Notary Public

My commission expires:

DESCRIPTION FOR EASEMENT FROM

N. C. WILSON AND LESTER W. AND GRACE ANDERSON

FOR THE

DANIEL-MERNA COUNTY ROAD NO. 23-112

To-wit:--

A strip of land located in the N½SW¼ of Section 2, T34N, R113W, Sublette County, Wyoming, described as follows:

BEGINNING at the northwest corner of said N½SW¼, found as described in that Certified Land Corner Recordation Certificate of record in the Office of said County;

thence easterly along the north line of said N½SW¼ to the northeast corner thereof;

thence in a southerly direction, 60 feet along the east line of said N½SW¼ to a point;

thence in a northwesterly direction to a point on the west line of the said N½SW¼ southerly 40 feet from the northwest corner thereof;

thence in a northerly direction along said west line, 40 feet to the CORNER OF BEGINNING.

Paul N. Scherbel

14 January 1988
23112w.des 88A

Paul N. Scherbel
Registered Land Surveyor No. 164
Scott A. Scherbel
Registered Land Surveyor No. 3889
SURVEYOR SCHERBEL LTD.
Big Piney, Wyoming 83113
Jackson, Wyoming 83001
Afton, Wyoming 83110

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

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR ($1.00) receipt whereof is hereby acknowledged, ROBERT T. MORI AND CELESTE G. MORI, husband and wife, County of Lincoln, State of Wyoming, hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to wit:

DANIEL MERNA COUNTY ROAD NO. 23-112

That part of the W½SW¼, Section 11, T34N, R112W, being part of that tract of record in the Office of the Clerk of Sublette County, Wyoming, in Book 29 of Deeds on page 259, lying and being situate within the bounds of DANIEL MERNA COUNTY ROAD NO. 23-112 as described in the attached Description of Easement.

upon acceptance and recordation of this easement by the Board of County Commissioners of Sublette County, Wyoming, that portion of the easement previously granted for this county road of record in said Office in Book 32 of Miscellaneous Records on page 332 being pertinent to the grantor's land is hereby released.

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

GRANTOR also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance; including but not limited to, the right of corporations organized under the laws of this State or of any other state or of the United States 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 Section 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 desired engineering specifications as may be applicable to public roads.

GRANTEE agrees, if and when grantee desires existing fence to be moved, to construct a lawful fence as described in Section 11-28-102, Wyoming Statutes, (1977) unless otherwise agreed upon by the parties. If grantor desires to have a new fence built, said fence shall be paid for by the grantor. Any new fence must be located on the right-of-way line described herein.

GRANTEE agrees to construct culverts of suitable size across such ditches and laterals of the party of the first part as necessary for proper operation of his present irrigation system.

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

231035

RECORDED Nov. 16 19 90 2:10 P M
IN BOOK 58 Misc. PAGE 112
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: [illegible]

WITNESS OUR HANDS hereto this 15th day of November, 1990.

Robert T. Mori

Robert T. Mori

Celeste G. Mori

Celeste G. Mori

STATE OF WYOMING)
) ss
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by Robert T. Mori and Celeste G. Mori, this 15th day of November, 1990.

Witness my hand and official seal.

Carolyn Gunter
County of
Lincoln
My Commission Expires:

Carolyn Gunter

Notary Public

My Commission Expires:

EXHIBIT "A"

Description for

COUNTY OF SUBLETTE

DANIEL -- MERNA COUNTY ROAD NO. 23-112

from

ROBERT T. MORI and CELESTE G. MORI, husband and wife

To-wit:--

That part of that tract of record in the Office of the Clerk of Sublette County in Book 29 of Deeds on page 259 LYING AND BEING SITUATE within the bounds of the DANIEL -- MERNA COUNTY ROAD NO. 23-112 described as follows:

A strip of land being part of the NW¼SW¼ of Section 11, T34N, R112W, Sublette County, Wyoming eighty feet in width being fifty feet in width on the southerly or left side and thirty feet in width on the northerly or right side of the following described center-line:

BEGINNING at Station P. T. 77+59.11 on the west line of said Section 11, S00°-02.5'E, 157.9 feet from the west one-quarter corner of said Section 11; thence Southeasterly, 188.64 feet, along the arc of a circular curve to the right through a central angle of 06°-49.5' with radius of 1583.60 feet to Station P. C. 75+70.47; thence S67°-45.5'E, 3022.60 feet to Station P. T. 45+47.87;

all in accordance with the plat prepared to be filed in the said Office for the DANIEL -- MERNA COUNTY ROAD NO. 23-112.

31 October 1990

[redacted] [redacted] [redacted]

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

ROBERTS COUNTY ROAD NO. 23-157

As described in attached Exhibit A.

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

GRANTOR also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance; including but not limited to, the right of corporations organized under the laws of this State or of any other state or of the United States 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 Section 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 desired engineering specifications as may be applicable to public roads.

GRANTEE agrees to construct culverts of suitable size across such ditches and laterals of the party of the first part as necessary for proper operation of his present irrigation system.

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

WITNESS OUR HANDS hereto this 19 day of November, 1990.

231052

Max F. Boroff Jr.

Diane Boroff

RECORDED Nov. 19 AT 9o 1:co P M
IN BOOK 58 Misc. PAGE 114
FEES $ N/C Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mar Riley

STATE OF WYOMING)
COUNTY OF SUBLETTE) ss

The foregoing instrument was acknowledged before me by Max F Boroff, Jr and Diane Boroff, this 19th day of Nov, 1990.

Witness my hand and official seal.

Mary L Lankford, County Clerk
Notary Public
BY: Carol A. Cheney, deputy

My ~~Commission~~ Expires: 1-7-91

EXHIBIT "A"

DESCRIPTION FOR

COUNTY OF SUBLETTE

ROBERTS COUNTY ROAD NO. 23-157

from

MAX F. BOROFF JR. AND DIANNE BOROFF, husband and wife

To-wit:--

That part of the SE¼NW¼ of Section 9, T34N, R113W, Sublette County, Wyoming described as follows:

BEGINNING at a Station on the north line of the said SE¼NW¼ and is approximately Station 48+70.79, S10°-04'W, 1318.33 feet from the north one-quarter corner of said Section 9 found as described in the Certified Land Corner Recordation Certificate filed in the Office of the Clerk of Sublette County;

thence S40°-07.5'E, 60 feet to the center-point for a cul-de-sac with radius of sixty (60) feet;

it is the intent of this easement to include the area within the cul-de-sac;

all in accordance with the plat prepared to be filed in the said Office for the ROBERTS COUNTY ROAD NO. 23-157.

16 November 1987

Paul N. Scherbel
Registered Land Surveyor No 164
Scott A. Scherbel
Registered Land Surveyor No 3889
SURVEYOR SCHERBEL LTD.
Big Piney, Wyoming 83113
Jackson, Wyoming 83001
Afton, Wyoming 83110

dm

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

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR THE COUNTY OF LINCOLN, STATE OF WYOMING

IN THE MATTER OF THE DETERMINATION OF HEIRSHIP OF DELLE J. CHRISMAN, Deceased.	)	Probate No. 3485

DECREE OF DETERMINATION OF HEIRSHIP AND INTEREST IN REAL PROPERTY

The above captioned matter comes on before the Court for hearing, pursuant to prior assignment and Order, on the Petition for Determination of Heirship and Interest in Real Property, 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 or record herein an Affidavit of Publication of Notice, showing compliance with W.S. 2-9-202, and there is also on file or 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 Certificate Showing No Inheritance Tax Due, as issued by the

231053

RECORDED Nov. 19 1990 2:16 PM
IN BOOK 58 Misc. PAGE 117
FEES 23.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mari Riley

Inheritance/Estate Tax Administrator of the Inheritance Tax Department of the State of Wyoming, showing no tax 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 July 27, 1988.

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 located in Lincoln County and Sublette County, Wyoming, to-wit:

> The decedent's interest in and to all of the oil and gas and other hydrocarbons and without restriction to such enumerated minerals, and all other minerals, in, on, and under, or that may be produced from the lands more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

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:

Penny D. Chrisman (daughter)
435 W. 57th St., #7B
New York City, NY 10019

Pamela C. Johnson (daughter)
1267 E. 5425 S.
Ogden, UT 84403

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, Delle J. Chrisman, died on the 27th day of July, 1988.

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 heirs-at-law:

Penny D. Chrisman

Pamela C. Johnson

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Penny D. Chrisman and Pamela C. Johnson are the present owners of, each having an undivided one-half (½) interest in, the decedent's interest in and to all of the oil and gas and other hydrocarbons and without restriction to such enumerated minerals, and all other minerals, in, on, and

under, or that may be produced from the lands more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

DATED this 13th day of November, 1990.

District Judge

I, [illegible] McCleod, Clerk of the [illegible] Court within and foresaid [illegible] State of foresaid, do [illegible] to be a full, true, and complete copy.

SIGNED .....

EXHIBIT A

(With respect to the decedent's interests, the parcel numbers used herein are for easy reference only):

Lincoln County
PARCEL 1:

Southwest Quarter of the Northwest Quarter (SW1/4NW1/4), Northwest Quarter of the Southwest Quarter (NW1/4SW1/4), Southeast Quarter of the Southwest Quarter (SE1/4SW1/4), Section 13; East Half of the Northeast Quarter (E1/2NE1/4), Section 14; North Half of the Northwest Quarter (N1/2NW1/4), Southeast Quarter of the Northwest Quarter (SE1/4NW1/4), Section 24; all in Township 23 North, Range 116 West of the 6th Principal Meridian.

PARCEL 2::

Tracts Numbered 73, 74, 75 and 73 in Township 24 North, Range 117 West of the 6th Principal Meridian. Described in the original survey as the Northeast Quarter (NE1/4), Section 10; South Half of the Northeast Quarter (S1/2NE1/4), Southwest Quarter of the Northwest Quarter (SW1/4NW1/4), Southeast Quarter (SE1/4), Northwest Quarter of the Southwest Quarter (NW1/4SW1/4), Southeast Quarter of the Southwest Quarter (SE1/4SW1/4), Lot One (1), Section 3; Southeast Quarter of the Northeast Quarter (SE1/4NE1/4), Lot One (1), Section 4; all in Township 24 North, Range 117 West of the 6th Principal Meridian.

PARCEL 3:

Lots Five (5) and Six (6), Section 19, Township 25 North, Range 116 West of the 6th Principal Meridian.

PARCEL 4:

East Half of the Northwest Quarter (E1/2NW1/4), Northeast Quarter (NE1/4), Section 24; Northeast Quarter (NE1/4), East Half of the Northwest Quarter (E1/2NW1/4), Northeast Quarter of the Southeast Quarter (NE1/4SE1/4), Section 21; Southeast Quarter (SE1/4), East Half of the Southwest Quarter (E1/2SW1/4), Section 27; Southwest Quarter of the Northwest Quarter (SW1/4NW1/4), Section 35; North Half of the Northeast Quarter (N1/2NE1/4), Southeast Quarter of the Northeast Quarter (SE1/4NE1/4), East half of the Northwest Quarter (E1/2NW1/4), Section 34; West Half of the Northwest Quarter (W1/2NW1/4), Section 15; Northwest Quarter of the Southwest Quarter (NW1/4SW1/4), South Half of the Southwest Quarter (S1/2SW1/4), Section 22; North Half of the Northwest Quarter (N1/2NW1/4), Southwest Quarter of the Northwest Quarter (SW1/4NW1/4), West Half of the Southwest Quarter

(W1/2SW1/4), Section 26; Southwest Quarter of the Northwest Quarter (SW1/4NW1/4), Section 24; Southeast Quarter of the Northeast Quarter (SE1/4NE1/4), North Half of the Southeast Quarter (N1/2SE1/4), Southwest Quarter of the Southeast Quarter (SW1/4SE1/4), Southeast Quarter of the Southwest Quarter (SE1/4SW1/4), Section 23; West Half of the Southwest Quarter (W1/2SW1/4), Section 10; South Half of the Northeast Quarter (S1/2NE1/4), South Half of the Northwest Quarter (S1/2NW1/4), Southeast Quarter (SE1/4), Northeast Quarter of the Southwest Quarter (NE1/4SW1/4), Section 22; Southwest Quarter of the Southwest Quarter (SW1/4SW1/4), Section 23; Northeast Quarter (NE1/4), East Half of the Northwest Quarter (E1/2NW1/4), Section 27; all in Township 25 North, Range 117 West of the 6th Principal Meridian.

PARCEL 5:

All of Section 13 LESS AND EXCEPT the Southwest Quarter of the Southwest Quarter (SW1/4SW1/4), Township 20 North, Range 112 West of the 6th Principal Meridian.

PARCEL 6:

All of Section 13 LESS AND EXCEPT Oregon Short Line Railroad Company Right of Way, Township 20 North, Range 113 West of the 6th Principal Meridian.

PARCEL 7:

All of Section 15, Township 20 North, Range 113 West of the 6th Principal Meridian.

PARCEL 8:

All of Section 23, Township 20 North, Range 113 West of the 6th Principal Meridian.

PARCEL 9:

All of Section 1, Township 20 North, Range 113 West of the 6th Principal Meridian.

PARCEL 10:

All of Section 3, Township 20 North, Range 113 West of the 6th Principal Meridian.

PARCEL 11:

All of Section 11, Township 20 North, Range 113 West of the 6th Principal Meridian.

PARCEL 12:

Lot Five (5), Section 19; Tracts or Lots Numbered 48 and 52, Township 26 North, Range 113 West of the 6th Principal Meridian.

PARCEL 13:

Tract Numbered 37, described by the original survey as Southeast Quarter (SE1/4), South Half of the Northeast Quarter (S1/2NE1/4), Northwest Quarter of the Northeast Quarter (NW1/4NE1/4), Northeast Quarter of the Southwest Quarter (NE1/4SW1/4), Northwest Quarter (NW1/4), Section 26;

Tract Numbered 38, described by the original survey as West Half of the Southwest quarter (W1/2SW1/4), Southeast Quarter of the Southwest Quarter (SE1/4SW1/4), Southwest Quarter of the Southeast quarter (SW1/4SE1/4), Section 22;

Northeast Quarter of the Northeast Quarter (NE1/4NE1/4), LESS AND EXCEPT a 10.35 acre part conveyed to Union Pacific Railroad Company in a deed dated May 12, 1898;

Lot Numbered Five (5), Section 20; Lots Numbered 3, 4 and 6 of Section 22; Lot Numbered Two (2), Section 26; all of the above in Township 21 North, Range 113 West of the 6th Principal Meridian.

PARCEL 14:

Tracts Numbered 68, 70, 73 and 80 described by the original survey as East Half of the Northeast Quarter (E1/2NE1/4), West Half of the Northwest Quarter (W1/2NW1/4), East Half of the Southeast Quarter (E1/2SE1/4), West Half of the Southwest Quarter (W1/2SW1/4), Section 8; South Half (S1/2), Section 5; South Half of the Northwest Quarter (S1/2NW1/4), North Half of the Southwest Quarter (N1/2SW1/4), Section 4; Township 25 North, Range 113 West of the 6th Principal Meridian.

PARCEL 15:

AS TO AN UNDIVIDED ONE-HALF INTEREST TO THE FOLLOWING:

Tracts Numbered 49 and 53, described by the original survey as West Half of the Southwest Quarter (W1/2SW1/4), Southwest Quarter of the Northwest Quarter (SW1/4NW1/4), Section 23; Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4), North Half of the Southwest Quarter (N1/2SW1/4), Southeast Quarter of the Southwest Quarter (SE1/4SW1/4), South Half of the Northeast Quarter (S1/2NE1/4), South Half of the Northwest Quarter (S1/2NW1/4), Section 29; Northeast Quarter

of the Northwest Quarter (NE1/4NW1/4), North Half of the Northeast Quarter (N1/2NE1/4), Southeast Quarter of the Northeast Quarter (SE1/4NE1/4), Section 30; and Lot Numbered 49; Township 26 North, Range 113 West of the 6th Principal Meridian.

SUBLETTE COUNTY

Sec. 13: Lots 1 and 2, E1/2NW1/4, T29N, R112W, 6th P.M. Sec. 11: [illegible], SE1/4, Sec. 12: NW1/4SW1/4, S1/2S1/2, Sec. 13: N1/2N1/2, SE1/4NE1/4, SE1/4, SE1/4SW1/4; Sec. 14: N1/2NE1/4, NE1/4NW1/4, Sec. 24: N1/2NE1/4, T29N, R113W, 6th P.M., containing approximately 1,146.01 acres.

Section 11: Lots 2 and 3, SE1/4NW1/4, Township 32 North, Range 114 West; Section 30: S1/2SE1/4; Section 31: N1/2NE1/4, Lots 1, 2 and 4, SE1/4NW1/4, E1/2SW1/4, Township 33 North, Range 113 West; Section 26: S1/2S1/2 and Section 35: NW1/4NE1/4, Township 33 North, Range 114 West, containing approximately 950.29 acres.

Section 10: SE1/4NE1/4, N1/2SE1/4, SE1/4SE1/4;
Section 11: N1/2SW1//4, Township 29 North, Range 113 West.

Section 24: E1/2SE1/4; Section 35: S1/2SW1/4, Township 30 North, Range 114 West; Section 1: S1/2SW1/4; Section 2: S1/2SE1/4, E1/2SW1/4, Lot 3, SE1/4NW1/4; Section 11: N1/2NE1/4; Section 12: N1/2NW1/4, Township 29 North, Range 114 West containing approximately 628.58 acres.

S1/4S1/4, of Section 15; E1/2NE1/4 Section 21; N1/2N1/2, SW1/4NE1/4, Section 22, all in Township 31 North, Range 113 West, containing approximately 520.00 acres.

Lots 1, [illegible], NE1/4SE1/4, Section 21; SW1/4SW1/4, Section [illegible]; W1/2NW1/4, SE1/4NW1/4, N1/2SW1/4, Section 27; Lots 1, [illegible], SE1/4NE1/4, Section 28, All in Township 29 North, Range 111 West, containing approximately 533.53 acres.

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That BUCKSKIN RANCH, INC., a Wyoming Corporation, of Sublette County, State of Wyoming, Grantor, for and in consideration of the sum of Ten ($10.00) Dollars and other valuable considerations, receipt of which is hereby acknowledged, have granted and conveyed, and by these presents DOES GRANT and CONVEY unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, Grantee, its successors and assigns, an EASEMENT for the right of way to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to wit:

BIG SANDY ELKHORN COUNTY ROAD NO. 23-118
That part of NE¼SE¼, Section 17, and SE¼NE¼, Section 21, T30N, R105W, being part of that tract of record in the Office of the Clerk of Sublette County, in Book 9 of Quit Claim Deeds on page 460 and Book 9 of Quit Claim Deeds on page 244, lying and being situate within the bounds of BIG SANDY ELKHORN COUNTY ROAD NO. 23-118 as described in that affidavit of record in said office in Book 58 of Miscellaneous Records on page 87.

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

GRANTOR also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance; including but not limited to, the right of corporations organized under the laws of this State or of any other state or of the United States 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 desired engineering specifications as may be applicable to public roads.

GRANTEE agrees to construct culverts of suitable size across such ditches and laterals of the Grantor as necessary for proper operation of his present irrigation system.

GRANTOR, its successors and assigns shall all have full use and enjoyment of the said premises except for the uses and purposes hereinbefore granted. GRANTEE shall have full right of ingress and egress to and from said described lands for the purpose of exercising the rights herein granted.

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

231056

RECORDED Nov. 19 AT 90 2:40 P M
IN BOOK 58 Misc. PAGE 125
FEES $0/c Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

IN WITNESS WHEREOF, the Grantor has caused its seal to be hereunto affixed and these presents to be signed by its duly authorized officers, on this 16th day of NOVEMBER, 1990.

BUCKSKIN RANCH, INC.
a Wyoming Corporation

Floyd E. Bowman
President

BUCKSKIN RANCH CORPORATE SEAL WYOMING

Attest:

Floyd E. Bowman
Secretary

STATE OF Wyoming)
COUNTY OF Sublette) ss

The foregoing instrument was acknowledged before me by Floyd E. Bowman, this 16th day of November, 1990.

Witness my hand and official seal.

Janet L. Montgomery
Notary Public

My Commission Expires:

Janet L. Montgomery
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Apr. 30, 1994

ASSIGNMENT OF PROMISSORY NOTE

PATRICIA A. WEBER, as Assignor, hereby assigns any and all of her right, title and interest in and to a Promissory Note dated the 8th day of December, 1989, which note is secured by a Mortgage recorded on the 15th day of December, 1989 in the Office of the Sublette County Clerk, Pinedale, Wyoming in Book 51 of Mortgages, page 684, and recorded as Instrument Number 227152.

PATRICIA A. WEBER, as Assignor, hereby agrees that any and all future sums of money of any kind whatsoever paid pursuant to said Promissory Note dated the 8th day of December, 1989 shall be paid or forwarded directly to JAMES C. WEBER of 1855 County T, New Holstein, Wisconsin 53061 and that she has no further right, title or interest in and to said Promissory Note.

DATED this 14th day of November, 1990.

Patricia A. Weber
PATRICIA A. WEBER

STATE OF WYOMING)
) ss
COUNTY OF TETON)

The foregoing Assignment Of Promissory Note was acknowledged before me by Patricia A. Weber on this 14th day of November, 1990.

WITNESS my hand and official seal.

SANDRA E. CODMAN - Notary Public
County of Teton — State of Wyoming
My Commission Expires April 8, 1993

Sandra E. Codman
Notary Public
My commission expires: 4/8/93

231057

RECORDED Nov. 19 19 90 3:00 P M
IN BOOK 58 M.S.C. PAGE 127
FEES $ Free Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

RELEASE OF JUDGMENT

WHEREAS, First Nationwide Bank has obtained a Judgment in the United States District Court for the Northern District of Texas, Dallas Division, No. CA3-88-2377-R against Robert H. Walker, Defendant (the "Judgment"); and

WHEREAS, the Judgment was filed as a Foreign Judgment in Civil Action No. 4065 on February 21, 1989 in the Ninth Judicial District Court, Sublette County, Wyoming;

NOW THEREFORE, First Nationwide Bank, 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 First Nationwide Bank may have with respect to the Judgment.

WITNESS our hands this 23 day of October, 1990.

FIRST NATIONWIDE BANK

- NO SEAL -

By Robert A Brunk
Its FIRST VICE PRESIDENT

231059

RECORDED Nov. 19 1990 4:00 P M
IN BOOK 58 Misc. PAGE 128
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me by ROBERT A. BRUNK, FIRST VICE PRESIDENT of First Nationwide Bank, this 23RD day of OCTOBER, 1990.

By mary Riley

Witness my hand and official seal.

Linda L. Fischer
Notary Public

LINDA L. FISCHER
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 11/2/91
ST. LOUIS COUNTY

My Commission Expires: 11-2-91

128

ROBERT S. BARDWIL, ESQ. - State Bar #088502
BARDWIL & DAHL
A PROFESSIONAL CORPORATION
555 CAPITOL MALL, SUITE 333
SACRAMENTO, CA 95814

TELEPHONE: (916) 446-5060

Attorneys for Debtor

FILED
MAY 23 1990
Clerk, United States Bankruptcy Court
Eastern District of Calif.

UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF CALIFORNIA

SACRAMENTO DIVISION

Re:

WHITE PINE SKI AREA LIMITED PARTNERSHIP,

Debtor.

CASE NO. 289-03443-B-11

MOTION CONTROL NO: BD-3

DATE: May 8, 1990
(continued hearing date)
TIME: 2:00 P.M.
DEPT: B

ORDER AUTHORIZING SALE OF PROPERTY
FREE AND CLEAR OF LIENS

White Pine Ski Area Limited Partnership (hereinafter "Debtor") filed a motion seeking authority to sell property of the estate bearing Motion Control No. BD-3 (hereinafter "the Motion"). The property which is the subject of the Motion is specifically described therein and includes but is not limited to the personal property listed on Exhibit "A" attached hereto. The continued hearing on the motion came on regularly before the court after notice to all creditors and parties in interest on May 8, 1990 at 2:00 p.m. in Department B of the United States Bankruptcy Court, Eastern District of California, Sacramento Division, the Honorable David E. Russell

bz76

DOCKETED

FILED KBE
231096
RECORDED Nov. 21 1990 12:30 PM
IN BOOK 58 Misc. PAGE 129
FEES $ Mor & Con Rec
SUBLETTE COUNTY CLERK
COUNTY CLERK
by: mae Riley

presiding. Robert S. Bardwil of Bardwil & Dahl, a Professional Corporation, appeared on behalf of the Debtor. Estela O. Pino of Greve, Clifford, Diepenbrock & Paras, Attorneys at Law, appeared on behalf of Key Bank of Wyoming. Deborah Frick of Kronick, Moskowitz, Tiedemann & Girard, Attorneys at Law, appeared on behalf of Terry and Barbara Pollard and there were no other appearances. The court having considered the Debtor's moving papers, the opposition filed as well as the evidence and arguments presented at hearing and good cause appearing therefore, the court hereby finds as follows:

1. The U.S. Forest Service is the sole owner of the real property on which the improvements that are the subject of this sale are located, and Debtor does not own and is not selling any interest in said real property.

2. The Debtor at this time does not have a Special Use Permit from the U.S. Forest Service relating to the Forest Service real property on which the improvements that are the subject of the sale are located and the Debtor has no right to sell and is not selling any U.S. Forest Service Special Use Permit.

IT IS HEREBY ORDERED that:

1. The sale of the subject property as outlined in the attendant motion (Motion Control No. BD-3) to Ernest R. Foster and Ann L. Foster (hereinafter "Buyers") is approved pursuant to the terms and conditions provided in said motion.

2. That sale of the subject property is a sale free and clear of any and all liens, encumbrances or other charges with such liens attaching to the sales proceeds pursuant to 11 U.S.C. Section 363(f) and the Buyers acquire said

property free of all claims or other interest of Debtor, any creditor or other party.

Date: MAY 2 3 1990

DAVID E. RUSSELL
UNITED STATES BANKRUPTCY JUDGE

This is to certify that this is a true and correct copy of the original thereof on file in the office of the Clerk, U.S. Bankruptcy Court.

RICHARD G. HELTZEL
U.S. Bankruptcy Court

Deputy Clerk

AFFIDAVIT FOR COLLECTION AND DISTRIBUTION OF
DECEDENT'S PERSONAL PROPERTY
PURSUANT TO W.S. 2-1-201

231097

RECORDED Nov. 21 1990 12:45 P M
IN BOOK 58 Misc. PAGE 132
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Perry

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

I, JOHN L.D. TANNER, being of lawful age, having been first duly sworn, depose and state as follows:

1. This affidavit is made in accordance with the provisions of §2-1-201 of the Wyoming Statutes, 1977 Revised Edition, and 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, HELEN B. TANNER, certified to by the public authority in which such original death certificate is a matter of record.

2. On the 24th day of January, 1989 died in Big Piney, Wyoming.

3. The value of the entire estate of HELEN B. TANNER, wherever located, less liens and encumbrances, does not exceed $30,000.00.

4. More than thirty (30) days have elapsed since the death of HELEN B. TANNER.

5. HELEN B. TANNER died testate and her will has been filed with the Clerk of the District Court, Ninth Judicial District, Sublette County, Wyoming without probate or further administration. No application for appointment of a personal representative is pending or has been granted in any jurisdiction.

6. HELEN B. TANNER was survived by the children listed below:

John L. D. Tanner, age 53,	Big Piney, Wyoming
William R. Tanner, age 49,	Marbleton, Wyoming
Richard F. Tanner, age 45,	Big Piney, Wyoming

8. That the following named distributee is the sole and only party entitled to the estate of the decedent, pursuant to Article IV of the decedent's last will and testament, that there are no other distributees of the decedent having a right to succeed to any of the property of the decedent under probate

proceedings, and that therefore the following named claiming distributee is entitled to payment or delivery of all of decedent's property:

Name	Relationship
John L.D. Tanner, Trustee	Successor Trustee of the HELEN TANNER MARCH 18, 1988 REVOCABLE TRUST

9. That among the assets owned by said decedent were the following:

1. 1981 Chevrolet 4 Door Sedan, VIN #1G1AXG8X7B6-301-040
2. Savings Account #10001105 - Key Bank, Big Piney, WY
3. Stock Certificate #163 for 2000 shares of Cretaceous Oil Company
4. Stock Certificate #14 for 1500 shares of Cretaceous Oil Company
5. Stock Certificate #44 for 5000 shares of Cretaceous Oil Company
6. Stock Certificate #164 for 100 shares of Cretaceous Oil Company
7. Stock Certificate #165 for 8.333 shares of Cretaceous Oil Company
8. Stock Certificate #435 for 181 shares of The LaBarge Oil Company

10. That the original of this affidavit is being filed of record with the County Clerk of Sublette County, Wyoming, in compliance with W.S. 2-1-201(c), as amended.

Executed at Law Offices of Warnick & Blood, P.C., this 8th day of May, 1989.

AFFIANT:

JOHN L.D. TANNER

The foregoing instrument was acknowledged before me by JOHN L.D. TANNER, this 8 day of May, 1989.

Witness my hand and official seal.

JOHN A. WARNICK, ESQ. NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

NOTARY PUBLIC

My Commission Expires: 8/30/91

AGREEMENT TO GRANT FUTURE EASEMENT
IF EXISTING PUBLIC ROAD IS RELOCATED

TO: Board of County Commissioners
of Sublette County, Wyoming

In the event Siems County Road 23-163 is relocated within 20 years from this date, the undersigned husband and wife, jointly and severally, agree to grant Sublette County an easement for public road purposes along, upon and across a 40' strip of land hereafter described; that they acknowledge the sufficiency of the consideration for this agreement, and that this covenant shall run with the land and be binding upon their respective personal representatives, heirs and assigns throughout its duration, to-wit:

South 40 feet of SE¼SE¼ of Section 15, T35N, R113W.

231100

WITNESS our hands this 29 day of September, 1983.

RECORDED Nov. 21 1990 1:10 P M
IN BOOK 58 Misc. PAGE 134
FEES $No Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

David W. Freeman

Sally B. Freeman

THE STATE OF Florida)
: ss.
County of Brevard)

The foregoing agreement was acknowledged before me by David W. & Sally B. Freeman, husband and wife, this 29 day of September, 1983.

Given under my hand and notary seal.

Joan Richardson
Notary Public

JOAN RICHARDSON
NOTARY PUBLIC
STATE OF FLORIDA
My Commission Expires

134

AGREEMENT TO GRANT FUTURE EASEMENT IF EXISTING PUBLIC ROAD IS RELOCATED

TO: Board of County Commissioners, Sublette County, Wyoming

In the event Siems County Road 23-163 is relocated within 20 years from this date, the undersigned husband, wife, and daughter, jointly and severally, agree to grant Sublette County an easement for public road purposes along, upon and across a 40' strip of land hereafter described; that they acknowledge the sufficiency of the consideration for this agreement, and that this covenant shall run with the land and be binding upon their respective personal representatives, heirs and assigns throughout its duration, to-wit:

South 40 feet of SW¼SW¼ of Section 14, T35N, R113W.

231101 WITNESS our hands this 4th day of April, 1984.

RECORDED Nov 21 AD 90 1.10 P M
IN BOOK 58 Misc. PAGE 135
FEES $ N/C Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

Walter Burgess
Walter Burgess

Joanne Burgess
Joanne Burgess

Christine A. Burgess
~~Christy~~ Burgess
Christine A.

THE STATE OF Wyoming)
: ss.
County of Carbon)

The foregoing agreement was acknowledged before me by Walter Wm. Burgess, Joanne Burgess and Christine A. Burgess, husband, wife, and daughter, this 4th day of April, 1984.

Given under my hand and notary seal.

MARY ELLEN JOCHIM NOTARY PUBLIC CARBON COUNTY, WYO.

Mary Ellen Jochim
Notary Public

My Commission Expires: February 7, 1986

AGREEMENT TO GRANT FUTURE EASEMENT
IF EXISTING PUBLIC ROAD IS RELOCATED

TO: Board of County Commissioners
of Sublette County, Wyoming

In the event Siems County Road 23-163 is relocated within 20 years from this date, the undersigned husband and wife, jointly and severally, agree to grant Sublette County an easement for public road purposes along, upon and across a 40' strip of land hereafter described; that they acknowledge the sufficiency of the consideration for this agreement, and that this covenant shall run with the land and be binding upon their respective personal representatives, heirs and assigns throughout its duration, to-wit:

South 40 feet of SW¼SW¼ of Section 14, T35N, R113W.

231102

WITNESS our hands this ____ day of _____, 1983.

RECORDED Nov. 21 1990 1:10 P M
IN BOOK 58 Misc. PAGE 136
FEES $ N/C Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Fran Riley

Milton David

Ethel David

Ethel David

THE STATE OF)
: ss.
County of)

The foregoing agreement was acknowledged before me by Milton David & Ethel David, husband and wife, this 20th day of December, 1983.

Given under my hand and notary seal.

Janet L. Montgomery
Notary Public

Commission Expires:

My Commission Expires April 30, 1986

136

AGREEMENT TO GRANT FUTURE EASEMENT IF EXISTING PUBLIC ROAD IS RELOCATED

TO: Board of County Commissioners
of Sublette County, Wyoming

In the event Siems County Road 23-163 is relocated within 20 years from this date, the undersigned husband and wife, jointly and severally, agree to grant Sublette County an easement for public road purposes along, upon and across a 40' strip of land hereafter described; that they acknowledge the sufficiency of the consideration for this agreement, and that this covenant shall run with the land and be binding upon their respective personal representatives, heirs and assigns throughout its duration, to-wit:

South 40 feet of Section 15, T35N, R113W.

231103

WITNESS our hands this 19th day of September, 1983.

RECORDED Nov. 21 1990 1:10 P M
IN BOOK 58 Misc. PAGE 137
FEES $ N/C Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Irene Riley

Melvin M. David

Marilyn M. David

THE STATE OF)
: ss.
County of)

The foregoing agreement was acknowledged before me by Melvin M. David and Marilyn M. David, husband and wife, this 19th day of September, 1983.

Given under my hand and notary seal.

Janet L. Montgomery
Notary Public

JANET L. MONTGOMERY * SUBLETTE COUNTY, WYOMING * NOTARY PUBLIC

Commission Expires:

My Commission Expires April 30, 1994

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

SIEMS COUNTY ROAD 23-163

That part of the N½SE¼ of Section 13, T35N, R113W, Sublette County, Wyoming, and part of those tracts of record in the Office of the Clerk of Sublette County in Book 4 of Patents on page 87 and in Book 28 of Miscellaneous Records on page 577 lying and being situate within the bounds of the SIEMS COUNTY ROAD 23-163 as described on attached Exhibit "A".

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

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

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

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

WITNESS OUR HANDS hereto this _____ day of _____, 19 ____.

Viola T. Siems

Viola T. Siems

231104

RECORDED Nov. 21 1990 1:15 P M
IN BOOK 58 Misc. PAGE 138
FEES $ N/C Mary L. Lauffer COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF WYOMING)
)§
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Viola T. Siems By: Mary L. Kelley

this 23rd day of October, 19 90.

Witness my hand and official seal.

Janet L. MacKinnon
Sublette County Clerk Notary Public

My term expires:

My Commission Expires April 30, 1995

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Exhibit "A"

Description for

SIEMS COUNTY ROAD 23-163

A road easement located in the N½NW¼ and N½NE¼ of Section 21, the N½NW¼ and N½NE¼ of Section 22, the N½NW¼ of Section 23, the SE¼SW¼ and SE¼ of Section 14, the SW¼ and S½SE¼ of Section 13, and the SW¼SW¼ of Section 18, all in Township 35 North, Range 113 West of the 6th Principal Meridian, Sublette County, Wyoming; said easement being 60 feet wide,30 feet on either side of the following described centerline:

BEGINNING at a point within the right of way for Merna North Beaver County Road No. 23-115, said point bears S67°-01'-18"E, a distance of 86.00 feet from the Northwest Section Corner of said Section 21;
thence from said point of beginning at Station 0+00 S87°-53'00"E, a distance of 423.01 feet to a point of curve to the left at Station 4+23.01, said curve having a central angle of 01°-02'-12", a radius of 23,765.13 feet and a tangent of 215.00 feet;
thence along the arc of said curve a distance of 429.99 feet to Station 8+53.00;
thence S88°-55'-12"E, a distance of 1772.58 feet to a point of curve to the right at Station 26+25.58, said curve having a central angle of 06°-06'-24", a radius of 4,124.39 feet and a tangent of 220.00 feet;
thence along the arc of said curve a distance of 439.58 feet to Station 30+65.16;
thence S82°-48'-48"E, a distance of 630.85 feet to a point of curve to the right at Station 36+96.01, said curve having a central angle of 10°-45'-40", a radius of 2,601.25 feet and a tangent of 245.00 feet;
thence along the arc of said curve, a distance of 488.56 feet to Station 41+84.57;
thence S72°-03'-08"E, a distance of 469.05 feet to a point of curve to the left at Station 46+53.62, said curve having a central angle of 25°-55'-34", a radius of 456.15 feet and a tangent of 105.00 feet;
thence along the arc of said curve a distance of 206.40 feet to Station 48+60.02;
thence N82°-01'-18"E, a distance of 421.37 feet to a point of intersection with the section line common to Sections 21 and 22 at Station 52+81.39, said point bears S00°-01'-59"E, a distance of 379.44 feet from the section corner common to Sections 15, 16, 21 and 22;
thence continue N82°-01'-18"E, a distance of 1954.23 feet to a point of curve to the right at Station 72+35.62, said curve having a central angle of 07°-42'-21", a radius of 2,078.77 feet and a tangent of 140.00 feet;
thence along the arc of said curve, a distance of 279.58 feet to Station 75+15.20;
thence N89°-43'-39"E, a distance of2,694.59 feet to a point of curve to the right at Station 102+09.79, said curve having a central angle of 09°-07'-32", a radius of 3,445.93 feet and a tangent of 275.00 feet;
thence along the arc of said curve a distance of 548.84 feet to Station 107+58.63, said curve intersects the section line common to Sections 22 and 23 at Station 106+10.58, said point bears S00°-01'-41"E, a distance of 60.16 feet from the section corner common to Sections 14, 15, 22 and 23;
thence S81°-08'-49"E, a distance of 1,029.64 feet to a point of curve to the left at Station 117+88.27, said curve having a central angle of 55°-20'-46", a radius of 219.29 feet and a tangent of 115.00 feet;
thence along the arc of said curve, a distance of 211.83 feet to Station 120+00.10;
thence N43°-30'-25"E, a distance of 219.46 feet to a point of intersection at Station 122+19.56 with the section line common to Sections 14 and 23, said point bears S89°-29'-16"E, a distance of 1509.08 feet from the section corner common to Sections 14, 15, 22 and 23;
thence continue N43°-30'-25"E, a distance of 27.97 feet to a point of curve to the right at Station 122+47.53, said curve having a

[redacted] [redacted] [redacted]

central angle of 10°-20'-06", a radius of 1916.40 feet and a tangent of 173.31 feet;
thence along the arc of said curve, a distance of 345.68 feet to Station 125+93.21;
thence N53°-50'-31"E, a distance of 330.31 feet to a point of curve to the right at Station 129+23.52, said curve having a central angle of 18°-26'-15", a radius of 1,078.25 feet and a tangent of 175.00 feet;
thence along the arc of said curve, a distance of 346.97 feet to Station 132+70.49;
thence N72°-16'-46"E, a distance of 1,351.03 feet to a point of curve to the left at Station 146+21.52, said curve having a central angle of 46°-19'-03", a radius of 245.47 feet and a tangent of 105.00 feet;
thence along the arc of said curve, a distance of 198.44 feet to Station 148+19.96;
thence N25°-57'-43"E, a distance of 268.92 feet to a point of curve to the right at Station 150+88.88, said curve having a central angle of 39°-12'-08", a radius of 491.43 feet and a tangent of 175.00 feet;
thence along the arc of said curve, a distance of 336.24 feet to Station 154+25.12;
thence N65°-09'-51"E, a distance of 718.16 feet to a point of curve to the right at Station 161+43.28, said curve having central angle of 17°-37'-30", a radius of 1,161.05 feet and a tangent of 180.00 feet;
thence along the arc of said curve, a distance of 357.16 feet to Station 165+00.44;
thence N82°-47'-21"E, a distance of 150.43 feet to a point of intersection at Station 166+50.87 with the section line common to Sections 13 and 14, said point bears N00°-03'-49"W, a distance of 2062.96 feet from the section corner common to Sections 13, 14, 23 and 24;
thence continue N82°-47'-21"E, a distance of 113.31 feet to a point of curve to the right at Station 167+64.18, said curve having a central angle of 35°-22'-26", a radius of 627.18 feet and a tangent of 200.00 feet;
thence along the arc of said curve, a distance of 387.21 feet to Station 171+51.39;
thence S61°-50'-13"E, a distance of 588.73 feet to a point of curve to the right at Station 177+40.12, said curve having a central angle of 14°-05'-09", a radius of 1,456.96 feet and a tangent of 180.00 feet;
thence along the arc of said curve, a distance of 358.18 feet to Station 180+98.30;
thence S47°-45'-04"E, a distance of 1,056.70 feet to a point of curve to the left at Station 191+55.00, said curve having a central angle of 29°-16'-09", a radius of 1,187.17 feet and a tangent of 310.00 feet;
thence along the arc of said curve, a distance of 606.46 feet to Station 197+61.46;
thence S77°-01'-13"E, a distance of 679.25 feet to a point of curve to the right at Station 204+40.71, said curve having a central angle of 14°-51'-53", a radius of 459.94 feet and a tangent of 60.00 feet;
thence along the arc of said curve, a distance of 119.33 feet to Station 205+60.04;
thence S62°-09'-20"E, a distance of 46.98 feet to a point of curve to the left at Station 206+07.02, said curve having a central angle of 26°-28'-05", a radius of 595.30 feet and a tangent of 140.00 feet;
thence along the arc of said curve, a distance of 275.00 feet to Station 208+82.02;
thence S88°-37'-25"E, a distance of 634.26 feet to a point of curve to the right at Station 215+16.28, said curve having a central angle of 10°-17'-02", a radius of 1,389.11 feet and a tangent of 125.00 feet;
thence along the arc of said curve, a distance of 249.33 feet to Station 217+65.61;
thence S78°-20'-23"E, a distance of 83.62 feet to a point of curve to the left at Station 218+49.23, said curve having a central angle of 77°-27'-50", a radius of 386.50 feet and a tangent of 310.00 feet;
thence along the arc of said curve, a distance of 522.55 feet to Station 221+59.23;
thence N24°-11'-47"E, a distance of 486.02 feet to a point of curve to the left at Station 226+45.25, said curve having a central angle

141

of 29°-11'-50", a radius of 383.94 feet and a tangent of 100.00 feet; thence along the arc of said curve, a distance of 195.65 feet to Station 228+40.90;
thence N05°-00'-03"W, a distance of 260.32 feet to the point of termination of this easement at Station 231+01.22;
said point of termination bears N00°-26'-47"W, a distance of 1337.89 feet from the southeast section corner of said Section 13.

CERTIFICATE OF SURVEYOR

I, ROBERT A. HARROWER, OF PINEDALE, WYOMING, HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME ON AUGUST 20 AND 27, AND SEPTEMBER 5 AND 7, 1990, AND THAT SAID SURVEY IS ACCURATELY REPRESENTED HEREON.

Robert A Harrower
ROBERT A. HARROWER, WYOMING P.E. & L.S. 625

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ROBERT A. HARROWER THIS 21 DAY OF Nov., 1990.

WITNESS MY HAND AND OFFICIAL SEAL: Susan J. Rodgers
COUNTY CLERK NOTARY PUBLIC

MY TERM EXPIRES: 12/12/90

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

CERTIFICATE OF APPROVAL

PURSUANT TO SECTIONS 34-12-103 AND 34-12-104, WYOMING STATUTES AS AMENDED, THE PARK LOT DIVISION WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS ON THE 20th DAY OF Nov, 1990. PLAT APPROVAL DOES NOT CONSTITUTE ACCEPTANCE OF THE STREETS AND, OR ROADWAYS AS COUNTY ROADS. DESIGNATION OF COUNTY ROADS IS ONLY ACCOMPLISHED BY COMPLIANCE WITH PROVISIONS OF SECTION 24-3-101, WYOMING STATUTES, 1977 AS AMENDED.

BOARD OF COUNTY COMMISSIONERS
SUBLETTE COUNTY, WYOMING

Louie Tomassi
LOUIE TOMASSI, CHAIRMAN

Monte B. Skinner
MONTE B. SKINNER, COMMISSIONER

Craig L. Crandall
CRAIG L. CRANDALL, COMMISSIONER

STATE OF WYOMING
COUNTY CLERK
SUBLETTE COUNTY

Mary Lou Lankford
MARY LOU LANKFORD, COUNTY CLERK

PARK LOT DIVISION

LOCATED IN
SE/4 NE/4 AND NE/4 SE/4 OF SECTION 4,
TOWNSHIP 33 NORTH, RANGE 109 WEST
SUBLETTE COUNTY, WYOMING

231105

RECORDED: Nov 21 20 2:20 PM
IN BOOK 58 Misc PAGE 142
FEES $25.00 Mary Lou Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

REV. SEPTEMBER 12, 1990
SEPTEMBER 8, 1990

JO 1562

MEMORANDUM FOR WARRANTY DEED

THIS MEMORANDUM OF LAND CONTRACT entered into this 6TH day of November, 1990, by and between:

JAMES W. LENT, a single man, of Sublette County, Wymoming, hereinafter referred to "Seller" and AMY KARTMANN, single woman, and DAVID LEFFELER, a single man, as joint tenants with right of survivorship, of Kansas City, Missouri, and O'Fallon, Missouri, respectively, hereinafter referred to as "Buyers".

WITNESSED:

The Buyers and Seller have entered into a Agreement for Warranty Deed of even date herewith and a desire to enter into this Memorandum of Agreement for Warranty Deed to give record notice of the existence of the said Agreement for Warranty Deed.

In consideration of the premises and other good and valuable consideration, the Seller acknowledges and agrees that the property described below was sold to the Buyers on an Agreement for Warranty Deed of even date:

Lot 4 of the Aspen Grove 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.

NO WATER RIGHTS ARE CONVEYED WITH THIS PROPERTY.

231113

1

RECORDED Nov. 26 1990 10:40 AM
IN BOOK 58 Misc. PAGE 143
FEES $ 5.25 Mary L. Lufkin COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

Said property being located in the County of Sublette, State of Wyoming.

The purpose of the Memorandum for Warranty Deed is to give record notice of the existence of the aforesaid Agreement for Warranty Deed.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Warranty Deed and have caused their hands and seals to be affixed hereto the day and year first above written.

JAMES W. LENT, Seller

DAVID LEFFELER, Buyer

AMY KARTMANN,

Subscribed and sworn to before me this 6 day of November, 1990.

Notary Public

My Commission Expires;

EDNA R. DUNGER
NOTARY PUBLIC — STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES APRIL 19, 1993

Said property being located in the County of Sublette, State of Wyoming.

The purpose of the Memorandum for Warranty Deed is to give record notice of the existence of the aforesaid Agreement for Warranty Deed.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Warranty Deed and have caused their hands and seals to be affixed hereto the day and year first above written.

James W. Lent
JAMES W. LENT, Seller

David L Lefeler
DAVID LEFFELER, Buyer

Amy L. Kartmann
AMY KARTMANN

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by JAMES W. LENT, this 9th day of November, 1990.

Witness my hand and official seal.

Edwin R. Adams
Notary Public

My Commission expires: July 28, 1992

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires 7-28-92

BILL OF SALE

KNOWN ALL MEN BY THESE PRESENTS, that RUBY F. HAYTER, of P.O. Box 612, Big Piney, Wyoming, the party of the first part, for and in consideration of the sum of Ten and NO/100 Dollars ($10.00) and other good and valuable consideration, does hereby grant, bargain, give and convey unto EDWARD A. BROWN and CLAIREANNE BROWN, husband and wife, of Barmore Road, Box 358, Lagrangeville, NY 12540, the said party of the second part, and their heirs, executors, administrators and assigns, the following property, to-wit:

"ALL PROPERTY DESCRIBED IN EXHIBIT "A" AS ATTACHED HERETO AND INCORPORATED HEREIN AS IF SET FORTH IN FULL."

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

IN WITNESS WHEREOF, RUBY F. HAYTER has hereunto set her hand this 14th day of November, 1990.

Ruby F. Hayter
RUBY F. HAYTER

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

The foregoing **Bill Of Sale** was acknowledged before me by RUBY F. HAYTER this 14th day of November, 1990

Witness my hand and official seal.

Kathryn Johnsey
County of
Sublette
My Commission Expires 2-11-92
Notary Public
State of
Wyoming

My Commission Expires:

Kathryn Johnsey
NOTARY PUBLIC

231116

RECORDED Nov. 26 19 90 10:50 A M
IN BOOK 58 Misc. PAGE 146
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

Cupboards & Shelves on East side of Cafe
3 Shelf Dish Cart with Ice Cream Dip Well
13 Napkin Holders
30 Salt & Pepper Shakers
72 Small Glasses
26 Juice Glasses
31 Large Soup Bowls
35 Soup Cups
12 Mayo side dishes
5 Large Salad Bowls
17 Round Dinner Plates
39 Round Div. Dinner Plates
18 Small Oblong Sand. Plates
7 Pie Pans
1 Large Roll Baking Pan
5 Bread Pans
9 Small Mixing Bowls
6 Pitchers
8 Thermometers
1 Metal Pitcher
4 slice Toaster
3 Compt. Sink

2 Trays & side tray for silverware
11 Milk shake Cups
13 Sugar Bowls & Lids
60 Coffee Cups
67 Large Glasses
5 Sundae Dishes
19 Small Soup Bowls
19 Small Soup Liners
24 Small Salad Bowls
12 Bread Baskets
21 Oblong Dinner Plates
12 Oblong Steak Plates
49 Round Pie Plates
2 Cake Pans
2 Small Baking Pans
2 Cutting Boards
9 Large Mixing Bowls
5 Coffee Pots
3 Syrup Pitches
3 Freezers (2 upright 1 Chest)
2 Basket Set Point Fryer
1 small Sink
Fan & Fly Cutter

Piano
Book Shelves
Love Seat
2 Typewriters
End table
Vacuum
Gas Range Stove
2 Compt. Sink & Drawers
Wall Shelves & Drawers
Step Chair
1 Cream Color desk Phone
1 large liq. ash tray
1 Piece of Rug
1 large corner Booth
5 Regular Booth Tables
2 large Dining Tables
Eight Stools
1 Large Show Case
1 Large Refridgerated Pie Case
1 Milk Cooler
1 Hot Plate for heating Coffee
1 (3 Way Milk shake Machine)
1 (3 Compt ice Cream freezer

Desk
Lamp
Recliner Chair
Gal. Cola Rocker Ch.
Rug Sweeper
Bed 3/4 Spring & Mattress
Cupboard
2 Tall Furnace
Chest 2/ Drawers
2 Metal Cupboards
1 Cream Color wall phone
1 Planter
1 Piece of Linoleum
5 Regular Booths
1 Large oval Booth Table
2 Small Dining Tables
Counter
2 Small Show Cases
4 Refrigerated (1 with freezer
1 Coffee Machine
1 Coffee Grinder
Back Bar with sink
1 small Fire Extinguisher
2 End Tables

EXHIBIT "A"

147

148

Clothes Dryer
Air Conditioner
Furnace in furnace room
1 (2 Compt Coffee Maker)
Storm Windows
Mattress
Post Card Rack

1 Roasting Pan
4 Ice Cream Scoops
4 Small Butter Knives
4 Large Cook Spoons ½ Holes
6 Salad Forks
Potato Grader & attachments
5 Large Spatulas
1 Large Skimmer
27 Med Soup Ladels size 4oz
3 Vinegar & Oil Bottles
2 Potato Rulers
Six Mattress
Straw Stand
Stand for Cash Registor
2 Metal [illegible]

Heater Stove
2 Hotel Heater in Cafe
3 Furnished Rest rooms in Cafe
1 Phonograph
Beds
Various amounts of Light Bulbs
Stove in furnace room
2 Boster Chairs
4 Trays
6 Large Butcher Knifes
4 Large Cook Spoons
2 Potato mashers
2 Pie Cutters
2 ice Scoops 2 ice Picks
5 Small Spatulas
2 Large Soup Ladels size 6oz
2 Small Soup Ladels size 2oz
3 Paring Knives
11 T.V Trays
2 Coil Spring full size
1 Coil Spring Twin size
2 large Silverlid Covers
Cooks Hat Plate

Half Gas Range Hot Grill and Six burners with 2 large Ovens.
Steam Table 4 Four Compartments with 4 Lamps.
2 Table tops 2 Drawers 2 Tables
Utility Drawers Sink in Back of Kitchen
Large Kitchen Aid Mixer 31 pan Lids
4 Skillets 2 Iron Skillets
2 Quid Pans Huge Double Boiler
1 Pressure Cooker 2 Cup Cake Pans
2 Big Steam Table Pots 4 Middle size Steam Table Pots
3 Small Steam Table Pots 2 Oblong Steam table Pots
2 Large Steam Table Pots 2 Oblong Big Pans for Steam table Warmer
3 Large Cooking Pots 2 Half Holes 1 Cooking Pots
1 Steamer 6 Lids for Steam Table
Ansul System 2 Fire Extinguisher Head of Steam & Steam Table
46 Soup Spoons 47 Knives
44 Forks 45 Spoons
15 ice Cream Spoons 22 Steak Knives
25 Chairs 2 Garbage Cans
Meat Saw Map Basket
Cash Registor File Cabinet
Neon [illegible]

Bed w/mat. & Springs
Hide a Bed
2 Big Chairs
Table
Sink
Clothes Rack
One Heater Heater for both Cabin 1 & 2
Cabin 2
Bath Fixtures
Dish Cupboard
Table
Bed w/mat. & Springs
3 End tables
1 Heater Stove
Dresser

Dresser & Chest of Drawers
Dresser
2 Stools
3 Chairs
Bath Fixtures
Refridgerator

Cabin 3
Refridgerator
Table
Desk
Couch and Chair
Tub & Shower
Bed w/mat & Springs and table

Kitchen Stove
5 Chairs
Heating Stove
Coffee Table & end Table
Sink and Stool & Stool
Dresser & Chest of Drawers

150

231129

RECORDED Nov. 26 1990 1:30 P M
IN BOOK 58 Misc. PAGE 150
FEES $N/C Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

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, VERNON GILDEA and BARBARA GILDEA, (aka Barbara Conwell Gildea), husband and wife, County of San Diego, State of California, hereinafter called the "Grantor", DO HEREBY GRANT unto THE COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to wit:

DANIEL MERNA COUNTY ROAD NO. 23-112

That part of the S½NW¼, Section 4, S½NE¼, SE¼NW¼, Section 5, T34N, R113W, being part of that tract of record in the Office of the Clerk of Sublette County, Wyoming, in Book 46 of Miscellaneous Records on page 44, lying and being situate within the bounds of DANIEL MERNA COUNTY ROAD NO. 23-112 as described in that affidavit of record in said office in Book 52 of Miscellaneous Records on page 285, with the exception that said right-of-way width shall be sixty feet, thirty feet from centerline.

upon acceptance and recordation of this easement by the Board of County Commissioners of Sublette County, Wyoming, that portion of the easement previously granted for this county road of record in said Office in Book 28 of Miscellaneous Records on page 27 being pertinent to the grantor's land is hereby released.

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

GRANTOR also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance; including but not limited to, the right of corporations organized under the laws of this State or of any other state or of the United States 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 Section 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 desired engineering specifications as may be applicable to public roads.

GRANTEE agrees to construct a lawful fence as described in Section 11-28-102, Wyoming Statutes, (1977) unless otherwise agreed upon by the parties, if and when grantee desires existing fence to be moved. If grantor desires to have a new fence built, said fence shall be paid for by the grantor. Any new fence must be located on the right-of-way line described herein.

GRANTEE agrees to construct culverts of suitable size across such ditches and laterals of the party of the first part as necessary for proper operation of his present irrigation system.

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

WITNESS OUR HANDS hereto this 19 day of Nov., 1990.

Vernon Gildea
Vernon Gildea

Barbara Gildea
Barbara Gildea

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

The foregoing instrument was acknowledged before me by Vernon Gildea and Barbara Gildea, this 19th day of November, 1990.

Witness my hand and official seal.

Jana M. La Fave
Notary Public

My Commission Expires:
4-29-94

OFFICIAL SEAL
JANA M. LA FAVE
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Exp APRIL 29, 1994

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

WITHIN AND FOR SWEETWATER COUNTY, WYOMING

IN THE MATTER OF THE ESTATE OF)
) Probate No. P-89-84
ALBERT F. CRIPPA, DECEASED.)

FILED

NOV 26 1990

DONALD A. BROWN CLERK OF COURT

BY _____ DEPUTY CLERK

DECREE OF FINAL SETTLEMENT OF ACCOUNT
AND ORDER OF DISTRIBUTION

Velma W. Wonnacott, executrix of the estate of Albert F. Crippa, 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 Albert F. Crippa, deceased, died testate on September 3, 1989, at New York City, Borough of Manhattan, County of New York, State of New York, and left estate in the Counties of Sweetwater and Sublette, State of Wyoming, consisting of real and personal property.

2. That on September 11, 1989, 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 since the filing of said Final Account and Petition for Distribution herein, the said executrix has received and expended the following amounts:

R E C E I P T S

Date 1990	Payor and Item	Amount
10/17	Utah Power - dividend	$12.26
10/31	Interest Income	379.54
11/13	DeBernardi Const. - road base on Elk	1,400.00
11/15	Utah Power - dividend	12.26
	Total	$1,804.06

D I S B U R S E M E N T S

Date 1990	Payee and Item	Amount
11/19	Velma Wonnacott - personal representative fee	$1,012.25
11/19	John D. Rossetti - attorney fee	1,012.25
	Total	$2,024.50

231160

RECORDED Nov. 28 1990 3:00 P M
IN BOOK 58 Misc. PAGE 152
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK

RECONCILIATION OF CASH

Cash on Hand in Accounting	$69,033.86
Receipts to Date Since Accounting	1,804.06
	$70,837.92
Disbursements to Date Since Accounting	-2,024.50
Cash on Hand	$68,813.42

4. That all claims and debts against said deceased, all taxes against said estate, and all debts, expenses and charges of administration, and state and federal estate taxes, have been fully paid and discharged; and that said estate is now ready for distribution and in condition to be closed.

5. 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.

6. That said Albert F. Crippa, deceased, left the following person surviving him, as his sole heir at law:

Velma Jean Walker Wonnacott, Niece
713 B Street
Rock Springs, WY 82901

7. That the Last Will and Testament of Albert F. Crippa, deceased, admitted to probate herein, provides, among other things, as follows:

"SECOND

I hereby give, devise and bequeath all of my property of which I shall die possessed, real, personal and mixed, of whatsoever kind and wheresoever located, to my niece, VELMA JEAN WALKER WONNACOTT. ***"

8. That pursuant to the provisions of said Last Will and Testament, said estate should be paid, distributed and set over to the following legatee and devisee in the particulars and in the proportions hereinafter set forth, to have and to hold the same unto themselves, their heirs and assigns forever:

Name of Legatee	Share of Residue
Velma Jean Walker Wonnacott	All

9. That the assets of said estate remaining in the hands of the executrix consists of the following:

REAL PROPERTY:

1. Lot 15, in Block 9, of the Union Pacific Coal Company's North Addition to the City of Rock Springs, Sweetwater County, Wyoming, and the extension thereof, more particularly described as follows: A part of the NE¼ of Section 35, Township 19 North, Range 105 West of the 6th P.M., and more particularly described as follows: Beginning at the Southwesterly corner of said Lot 15, according to the duly recorded plat of said addition; thence South fifty-six degrees forty-seven minutes West (S. 56°47' W.) a

distance of one hundred feet to a point; thence North thirty-three degrees thirteen minutes West (N. 33°13' W.) a distance of twenty-five feet to a point; thence North fifty-six degrees forty-seven minutes East (N. 56°47' E.) a distance of one hundred ten feet to the Northwesterly corner of Lot 15, Block 9, in said Union Pacific Coal Company's North Addition to Rock Springs; thence southerly along the westerly line of said Lot 15 to the Southwesterly corner thereof and the place of beginning, being a tract of land lying westerly of and adjoining Lot 15 in Block 9 in the Union Pacific Coal Company's North Addition to the City of Rock Springs, containing an area of six one-hundredths (.06) of an acre, more or less. The extension is also known as Lot 34, Block 9, in the Union Pacific Coal Company's North Addition to the City of Rock Springs, Wyoming; and

2. A tract of land within the corporate limits of Rock Springs, Sweetwater County, Wyoming, being portions of Lots 16 and 17, Block 9, in the Union Pacific Coal Company's North Addition to Rock Springs, Sweetwater County, Wyoming, said tract being particularly described as follows: Beginning at the southwesterly corner of said Lot 16, Block 9, Union Pacific Coal Company's North Addition to Rock Springs, Wyoming; thence North twenty-one degrees fifty-four minutes twenty-four seconds West (N. 21°54'24" W.) along the westerly line of said Lot 16, Block 9, a distance of 25.50 feet to the southwesterly corner of Lot 17, Block 9, Union Pacific Coal Company's North Addition to Rock Springs, Wyoming; thence North two degrees fifteen minutes ten seconds West (N. 2°15'10" W.) along the westerly line of said Lot 17, Block 9, a distance of 29.15 feet to the northwesterly corner of said Lot 17, Block 9; thence South eighteen degrees thirty-eight minutes thirty-three seconds East (S. 18°38'33" E.) a distance of 51.66 feet to a point on the southerly line of said Lot 16, Block 9; thence South fifty-six degrees forty-seven minutes West (S. 56°47' W.) along the southerly line of said Lot 16, Block 9, a distance of 7 feet to the point of beginning, containing an area of 300 square feet, more or less; and

3. All that portion of the Northeast Quarter (NE¼) of Section 35, Township 19 North, Range 105 West of the Sixth Principal Meridian, Sweetwater County, Wyoming, which is particularly described as follows: Beginning at the Southwesterly corner of Lot 16, in Block 9, of the Union Pacific Coal Company's North Addition to Rock Springs, Sweetwater County, Wyoming, as said lot is laid down and described on the duly recorded plat of said addition; thence South 56°47' West 110 feet to a point; thence North 33°13' West a distance of 23.58 feet to a point; thence North 7°25'30" West a distance of 29.345 feet to a point; thence North 56°47' East a distance of 117.23 feet to the Northwesterly corner of said Lot 17, Block 9, of the Union Pacific Coal Company's North Addition to Rock Springs, Sweetwater County, Wyoming, to the Southwesterly corner of said Lot 16, and the place of beginning, being a tract of land lying westerly of and adjoining said lots numbered 16 and 17, which tract is sometimes also known as Lots 32 and 33 in Block 9, of the Union Pacific Coal Company's North Addition to the City of Rock Springs, Sweetwater County, Wyoming; and

4. A tract of land situated in Rock Springs, Sweetwater County, Wyoming, which is particularly described as follows:

Beginning at a point which lies South fifty-six degrees, forty-seven minutes West (S. 56°47' W.) a distance of one hundred fourteen and thirty-one hundredths feet from the southwest corner of Lot 17, Block 9, of the Union Pacific Coal Company's North Addition to Rock Springs, Wyoming, as said Lot 17 is shown on the duly recorded plat of the said Union Pacific Coal Company's North Addition, and which is the southwest corner of what is known as the First Extension to the said Lot 17; thence South seven degrees, twenty-five minutes thirty seconds East (S. 7°25'30" E.), and along the westerly boundary of the First Extension to Lot 16, Block 9, of the Union Pacific Coal Company's North Addition a distance of one and fifty-eight hundredths (1.58) feet to a point on the easterly line of Elk Street; thence North nineteen degrees, seventeen minutes West (N. 19° 17' W.) and along the easterly

boundary of Elk Street for a distance of twenty-seven and twenty-two hundredths (27.22) feet to a point; thence North fifty-six degrees, forty-seven minutes E. (N. 56°47' E.) for a distance of six and twenty-one hundredths (6.21) feet, more or less, to a point, said point being the northwest corner of the First Extension to Lot 17, Block 9, Union Pacific Coal Company's North Addition; thence South seven degrees twenty-five minutes thirty seconds East (S. 7°25'30" E.), and along the westerly boundary of the First Extension to the said Lot 17 for a distance of twenty-seven and seven hundred sixty-five thousandths (27.765) feet to the point of beginning, containing eighty-two and sixty-eight thousandths (82.068) square feet, more or less.

5. All of Tract Fifty (50) of the Cooley Sixth Subdivision, except the South one hundred (100) feet thereof, in Sublette County, Wyoming.

6. A Special Use Permit from the United State Forest Service, Department of Agriculture, to Albert F. Crippa, for use of the following lands:

Lot A, West Shore of Fremont Lake in NW¼ of Section 19, Township 35 North, Range 108 West, 6th P.M, Sublette, County, Wyoming.

7. The following described interests in and to the following lease and royalty holdings:

(a) Royalty interest of 1/64th of 1% of all oil and gas produced under Florence Wilson "A", described as Federal Lease Denver 033164-A, embracing Lots 3, 4, 5 and 6 (W½) of Section 14; Lots 1, 7 and 8 of Section 15; NE¼ and E½NW¼ of Section 22; and W½NW¼ of Section 23, all in Township 12 North, Range 100 West of the 6th P.M., Moffat County, Colorado;

(b) Royalty interest of 1/64th of 1% of all oil and gas produced under W. W. Wilson "A", described as Federal Lease Evanston 08000-A,

embracing Lots 1, 2, 3 and 4 of Section 19, Township 12 North, Range 99 West of the 6th P.M.; Lot 4 of Section 23 and Lots 1, 2, 3 and 4 of Section 24, Township 12 North, Range 100 West of the 6th P.M., Sweetwater County, Wyoming.

8. The following described interests in and to the following described royalty holdings:

(a) Royalty interest of .0001562 (1/64 of 1%) of the gas produced under Denver 033151-A (Van Schaick "A") Lease, covering Lots 7 and 8, E½SW¼ and SE¼ of Section 19, Township 12 North, Range 100 West of the 6th P.M., and E½SW¼ and SE¼ of Section 24, Township 12 North, Range 101 West of the 6th P.M., Moffat County, Colorado; and

(b) Royalty interest of .0001172 of oil produced under Texaco, Inc. - covering the S½ of Section 24, Township 12 North, Range 101 West, of the 6th P.M., Moffat County, Colorado,

and

9. An undivided one-half interest in and to the lease and royalty holdings in the following described lands located in Sweetwater County, Wyoming:

(a) Royalty interest of 1% of all oil and gas produced under Federal Lease Wyoming 02247 (date of base lease being October 1, 1950), covering W½, W½E½, E½NE¼ and NE¼SE¼ of Section 20, Township 20 North, Range 103 West of the Sixth Principal Meridian, in Sweetwater County, Wyoming (McDermott);

(b) Royalty interest of 1% of all oil and gas produced under Federal Lease Wyoming 02248 (date of base lease being October 1, 1950), covering Lots 1, 2, 3 and 4, the S½N½, N½S½, S½SW¼ and SW¼SE¼ of Section 4, Township 20 North, Range 104 West of the 6th Principal Meridian, in Sweetwater County, Wyoming (McDermott);

(c) Royalty interest of 1/32nd of 1% of all oil and gas produced under Federal Lease Evanston 08000(B), embracing Lots 1, 2 and 3 of Section 23, Township 12 North, Range 100 West of the 6th Principal Meridian, Sweetwater County, Wyoming,

containing 185.42 acres, (segregated from Federal Lease Evanston 08000);

(d) Royalty interest of 1/32nd of 1% of all oil and gas produced under Federal Lease Wyoming 0139491, embracing West Half of Section 17 and Lots 1 and 2 of Section 20, Township 12 North, Range 99 West of the 6th P.M., Sweetwater County, Wyoming, (segregated from Federal Lease Evanston 03000-B);

PERSONAL PROPERTY:

1. Cash in the Estate Account in the Amount of: $68,813.42

2. Uinta County School District Number 1, Wyoming, General Obligation Buildings Bonds, Series 1985B, represented by:

Certificate No. R-0237 in the amount of $50,000

issued July 15, 1985, bearing interest at the rate of 7.7% maturing June 1, 1991, in the name of Albert F. Crippa.

3. 76 common shares of BellSouth Corporation, a Georgia corporation, represented by:

Certificate No. ZQ8164 6920 for 34 shares
Certificate No. ZQ8037 4709 for 17 shares
Certificate No. ZQ8395 1332 for 25 shares

in the name of Albert F. Crippa.

4. 34 common shares of Nynex Corporation, a Delaware corporation, represented by:

Certificate No. ZQ2509 5036 for 17 shares
Certificate No. ZQ8035 5446 for 17 shares

in the name of Albert F. Crippa.

5. 68 common shares of Pacific Telesis Group, a Nevada corporation, represented by:

Certificate No. ZQ8034-6578 for 17 shares
Certificate No. ZQ8316-0453 for 34 shares
Certificate No. ZQ8223-3221 for 17 shares

in the name of Albert F. Crippa.

6. 50 common shares of American Information Technologies Corporation, a Delaware corporation, represented by:

Certificate No. ZQ8225-0679 for 8 shares
Certificate No. ZQ8036-0054 for 17 shares
Certificate No. ZQ6060-5561 for 25 shares

in the name of Albert F. Crippa.

7. 34 common shares of USWest, Inc., a Colorado corporation, represented by:

Certificate No. ZQ8221 7308 for 17 shares
Certificate No. ZQ8034 8425 for 17 shares

in the name of Albert F. Crippa.

8. 34 common shares of Bell Atlantic Corporation, a Delaware corporation, represented by:

Certificate No. ZQ8036-1596 for 17 shares
Certificate No. ZQ2607-4886 for 17 shares

in the name of Albert F. Crippa.

9. 51 common shares of Southwestern Bell Corporation, a Delaware corporation, represented by:

Certificate No. ZQ8035 2875 for 17 shares
Certificate No. ZQ8144 3317 for 34 shares

in the name of Albert F. Crippa.

10. 37 common shares of Empire Petroleum Company, a Colorado corporation, represented by:

Certificate No. 2260 for 37 shares

in the name of Albert F. Crippa.

11. General Services Administration Participation Certificate, Series A, Due November 1, 2002, represented by:

Certificate No. AX 3535 for $10,000

bearing interest at 7.40% per annum, in the name of Albert F. Crippa.

12. State of New York Pure Waters Bond No. 4344 issued May 14, 1976, in the original amount of $5,000, due May 14, 1992.

13. State of New York Pure Waters Bond No. 4343 issued May 14, 1976, in the original amount of $5,000, due May 14, 1992.

14. State of New York Pure Waters Bond No. 4342 issued May 14, 1976, in the original amount of $5,000, due May 14, 1992.

15. State of New York Pure Waters Bond No. 4341 issued May 14, 1976, in the original amount of $5,000, due May 14, 1992.

16. State of New York Pure Waters Bond No. 4340 issued May 14, 1976, in the original amount of $5,000, due May 14, 1992.

17. Platte County, Wyoming Pollution Control Revenue Bond, 1979 Series A, Bond No. 3229, in the original amount of $5,000, due January 1, 1996.

18. Platte County, Wyoming Pollution Control Revenue Bond, 1979 Series A, Bond No. 3234, in the original amount of $5,000, due January 1, 1996.

19. Platte County, Wyoming Pollution Control Revenue Bond, 1979 Series A, Bond No. 3233, in the original amount of $5,000, due January 1, 1996.

20. Platte County, Wyoming Pollution Control Revenue Bond, 1979 Series A, Bond No. 3232, in the original amount of $5,000, due January 1, 1996.

21. Platte County, Wyoming Pollution Control Revenue Bond, 1979 Series A, Bond No. 3231, in the original amount of $5,000, due January 1, 1996.

22. Platte County, Wyoming Pollution Control Revenue Bond, 1979 Series A, Bond No. 3230, in the original amount of $5,000, due January 1, 1996.

23. Western Wyoming Community College District General Obligation Building Bond, Series March 1, 1982, Bond No. 7845, in the original amount of $5,000, due July 1, 1992.

24. Western Wyoming Community College District General Obligation Building Bond, Series March 1, 1982, Bond No. 7844, in the original amount of $5,000, due July 1, 1992.

25. Western Wyoming Community College District General Obligation Building Bond, Series March 1, 1982, Bond No. 7843, in the original amount of $5,000, due July 1, 1992.

26. Western Wyoming Community College District General Obligation Building Bond, Series March 1, 1982, Bond No. 7842, in the original amount of $5,000, due July 1, 1992.

27. Western Wyoming Community College District General Obligation Building Bond, Series March 1, 1982, Bond No. 7841, in the original amount of $5,000, due July 1, 1992.

28. Municipal Assistance Corporation for the City of New York, 1978 Series JJ Bond, Bond No. JJ95-165, in the original amount of $5,000.

29. Municipal Assistance Corporation for the City of New York, 1978 Series JJ Bond, Bond No. JJ95-166, in the original amount of $5,000.

30. Municipal Assistance Corporation for the City of New York, 1978 Series JJ Bond, Bond No. JJ95-167, in the original amount of $5,000.

31. Municipal Assistance Corporation for the City of New York, 1978 Series JJ Bond, Bond No. JJ95-169, in the original amount of $5,000.

32. Municipal Assistance Corporation for the City of New York, 1978 Series JJ Bond, Bond No. JJ95-11985, in the original amount of $5,000.

33. Municipal Assistance Corporation for the City of New York, 1978 Series JJ Bond, Bond No. JJ95-11984, in the original amount of $5,000.

34. Municipal Assistance Corporation for the City of New York, 1978 Series JJ Bond, Bond No. JJ95-11983, in the original amount of $5,000.

35. Municipal Assistance Corporation for the City of New York, 1978 Series JJ Bond, Bond No. JJ95-11982, in the original amount of $5,000.

36. Municipal Assistance Corporation for the City of New York, 1978 Series JJ Bond, Bond No. JJ95-11981, in the original amount of $5,000.

37. Municipal Assistance Corporation for the City of New York, 1978 Series JJ Bond, Bond No. JJ95-11980, in the original amount of $5,000.

38. Municipal Assistance Corporation for the City of New York, 1978 Series JJ Bond, Bond No. JJ95-11979, in the original amount of $5,000.

39. Municipal Assistance Corporation for the City of New York, 1978 Series JJ Bond, Bond No. JJ95-11977, in the original amount of $5,000.

40. 6112 common shares of Pollution Control & Engineering Corporation, a Utah Corporation, represented by:

Certificate No. 254 for 6112 shares

in the name of Albert F. Crippa.

41. 540 common shares of Central Oil and Mining Corporation, a Nevada corporation, represented by:

Certificate No. 3040 for 540 shares

in the name of Albert F. Crippa.

42. American Telephone and Telegraph Company Thirty Year 8 3/4% Debenture, due May 15, 2000, in the amount of $200.00, represented by:

Certificate No. 8211-7520

in the name of Albert F. Crippa.

43. 177 common shares of American Telephone and Telegraph Company, a New York corporation, represented by:

Certificate No. ZQ 1972-2085 in the amount of 9 shares
Certificate No. 64R490583 in the amount of 4 shares
Certificate No. 64XB816631 in the amount of 84 shares
Certificate No. J406025 in the amount of 5 shares
Certificate No. Y254192 in the amount of 25 shares
Certificate No. E141753 in the amount of 50 shares

in the name of Albert F. Crippa.

44. 47 and 500/1000 common shares of Crusader Oil and Gas Company,

a Delaware corporation, represented by:

Certificate No. 22105 for 47 500/1000 shares

in the name of Albert F. Crippa.

45. 500 common shares of Sun Tide Corporation, a Utah corporation, represented by:

Certificate No. 6502 for 500 shares

in the name of Albert F. Crippa.

46. 4840 common shares of Mountain Fuel Supply Company, a Utah corporation, represented by:

Certificate No. MB 1021 for 1210 shares
Certificate No. SD 5889 for 2420 shares
Certificate No. SM/0 7463 for 50 shares
Certificate No. M069997 for 50 shares
Certificate No. SM7002 for 100 shares
Certificate No. SM7003 for 100 shares
Certificate No. SM7004 for 100 shares
Certificate No. SM7005 for 100 shares
Certificate No. SM7006 for 100 shares
Certificate No. M83227 for 100 shares
Certificate No. M83226 for 100 shares
Certificate No. M83225 for 100 shares
Certificate No. M83224 for 100 shares
Certificate No. M83223 for 100 shares
Certificate No. M073796 for 10 shares
Certificate No. M84633 for 100 shares

in the name of Albert F. Crippa.

47. 1365 common shares of Tennessee Gas Transmission Company, (now known as Tenneco Oil Company) a Delaware corporation, represented by:

Certificate No. HC230709 for 100 shares
Certificate No. HC230708 for 100 shares
Certificate No. HC230707 for 100 shares

Certificate No. HC230706 for 100 shares
Certificate No. HC230705 for 100 shares
Certificate No. HC230704 for 100 shares
Certificate No. HC230703 for 100 shares
Certificate No. HC230702 for 100 shares
Certificate No. HC230701 for 100 shares
Certificate No. HC230700 for 100 shares
Certificate No. HC230699 for 100 shares
Certificate No. HC230698 for 100 shares
Certificate No. HC230697 for 100 shares
Certificate No. HC/0 492326 for 35 shares
Certificate No. HC/0 509075 for 13 shares
Certificate No. HC/0 606498 for 13 shares
Certificate No. H082201 for 4 shares

in the name of Albert F. Crippa.

48. 8 common shares of The Louisiana Land and Exploration Company, a Maryland corporation, represented by:

Certificate No. NB 137846 for 8 shares

in the name of Albert F. Crippa.

49. 184 common shares of Transcontinental Gas Pipe Line Corporation, a Delaware corporation, represented by:

Certificate No. C169106 for 100 shares
Certificate No. CU 238817 for 8 shares
Certificate No. CU 262509 for 21 shares
Certificate No. CX 9959 for 25 shares
Certificate No. CX 68646 for 30 shares

in the name of Albert F. Crippa.

50. 25 common shares of International Nuclear Corporation, a Delaware corporation, represented by:

Certificate No. CO 530 for 25 shares

in the name of Albert F. Crippa.

51. 15 common shares of Acoustic Chemical Corporation, a New York corporation, represented by:

Certificate No. NYU 201 for 15 shares

in the name of Albert F. Crippa.

52. 4 common shares of Comutrix Corporation, a Delaware corporation, represented by:

Certificate No. JU97 for 4 shares

in the name of Albert F. Crippa.

53. 2417 common shares of K & J, Inc., a Wyoming corporation, represented by:

Certificate No. 9 for 2417 shares

in the name of Albert F. Crippa.

54. 35 common shares of Union Mercantile & Supply Company, a Wyoming corporation, represented by:

Certificate No. 197 for 10 shares
Certificate No. 148 for 25 shares

in the name of Albert F. Crippa.

55. 112½ common shares of Diversified Minerals, Inc., a Utah corporation, represented by:

Certificate No. 450 for 75 shares
Certificate No. 434 for 37½ shares

in the name of Albert F. Crippa.

56. 12,000 common shares of Lamac, Inc., a Wyoming corporation, represented by:

Certificate No. 25 for 12,000 shares

in the name of Albert F. Crippa.

57. 624 common shares of General Electric Company, a New York corporation, represented by:

Certificate No. SA473391 for 312 shares
Certificate No. NYX117041 for 156 shares
Certificate No. BQ14643 for 156 shares

in the name of Albert F. Crippa.

58. 85 common shares of Rock Springs Fuel Company, a Wyoming corporation, represented by:

Certificate No. 219 for 85 shares

in the name of Albert F. Crippa.

59. 281 common shares of Enron Corp., a Delaware corporation, represented by:

Certificate No. HC 2782 for 281 shares

in the name of Albert F. Crippa.

60. 374 common shares of First Security Corporation, a Delaware corporation, represented by:

Certificate No. SL012722 for 366 shares
Certificate No. L64918 for 8 shares

in the name of Albert F. Crippa.

61. 414 common shares of Ford Motor Company, a Delaware corporation, represented by:

Certificate No. DC0326040 for 12 shares
Certificate No. DC03541 for 25 shares
Certificate No. FC0 235138 for 37 shares
Certificate No. ZQ SD06 76561 for 69 shares
Certificate No. SD 0029635 for 18 shares
Certificate No. ZQ SS0215518 for 207 shares
Certificate No. ZQSD 0496867 for 46 shares

in the name of Albert F. Crippa.

62. $10,000 Series EE Bond in the Name of Albert F. Crippa dated July, 1986, No. X000452787EE.

63. $10,000 Series EE Bond in the name of Albert F. Crippa dated July, 1986, No. X000452788EE.

64. $10,000 Series EE Bond in the name of Albert F. Crippa dated July, 1986, No. X000452786EE.

65. Miscellaneous furniture, furnishings and household goods.

66. $50,000 U.S. Treasury Note in the name of Albert S. Crippa coming due on November 15, 1990.

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all personal property listed above, together with the following described real property comprising part of the assets of said estate be, and the same are hereby, distributed, granted conveyed and set over to VELMA JEAN WALKER WONNACOTT, to have and to hold the same unto herself, her heirs and assigns forever:

REAL PROPERTY:

1. Lot 15, in Block 9, of the Union Pacific Coal Company's North Addition to the City of Rock Springs, Sweetwater County, Wyoming, and the extension thereof, more particularly described as follows: A part of the NE¼ of Section 35, Township 19 North, Range 105 West of the 6th P.M., and more particularly described as follows: Beginning at the Southwesterly corner of said Lot 15, according to the duly recorded plat of said addition; thence South fifty-six degrees forty-seven minutes West (S. 56°47' W.) a distance of one hundred feet to a point; thence North thirty-three degrees thirteen minutes West (N. 33°13' W.) a distance of twenty-five feet to a point; thence North fifty-six degrees forty-seven minutes East (N. 56°47' E.) a distance of one hundred ten feet to the Northwesterly corner of Lot 15, Block 9, in said Union Pacific Coal Company's North Addition to Rock Springs; thence southerly along the westerly line of said Lot 15 to the Southwesterly corner thereof and the place of beginning, being a tract of land lying westerly of and adjoining Lot 15 in Block 9 in the Union Pacific Coal Company's North Addition to the City of Rock Springs, containing an area of six one-hundredths (.06) of an acre, more or less. The extension is also known as Lot 34, Block 9, in the Union Pacific Coal Company's North Addition to the City of Rock Springs, Wyoming; and

2. A tract of land within the corporate limits of Rock Springs, Sweetwater County, Wyoming, being portions of Lots 16 and 17, Block 9, in the Union Pacific Coal Company's North Addition to Rock Springs, Sweetwater County, Wyoming, said tract being particularly described as follows: Beginning at the southwesterly corner of said Lot 16, Block 9, Union Pacific Coal Company's

North Addition to Rock Springs, Wyoming; thence North twenty-one degrees fifty-four minutes twenty-four seconds West (N. 21°54'24" W.) along the westerly line of said Lot 16, Block 9, a distance of 25.50 feet to the southwesterly corner of Lot 17, Block 9, Union Pacific Coal Company's North Addition to Rock Springs, Wyoming; thence North two degrees fifteen minutes ten seconds West (N. 2°15'10" W.) along the westerly line of said Lot 17, Block 9, a distance of 29.15 feet to the northwesterly corner of said Lot 17, Block 9; thence South eighteen degrees thirty-eight minutes thirty-three seconds East (S. 18°38'33" E.) a distance of 51.66 feet to a point on the southerly line of said Lot 16, Block 9; thence South fifty-six degrees forty-seven minutes West (S. 56°47' W.) along the southerly line of said Lot 16, Block 9, a distance of 7 feet to the point of beginning, containing an area of 300 square feet, more or less; and

3. All that portion of the Northeast Quarter (NE¼) of Section 35, Township 19 North, Range 105 West of the Sixth Principal Meridian, Sweetwater County, Wyoming, which is particularly described as follows: Beginning at the Southwesterly corner of Lot 16, in Block 9, of the Union Pacific Coal Company's North Addition to Rock Springs, Sweetwater County, Wyoming, as said lot is laid down and described on the duly recorded plat of said addition; thence South 56°47' West 110 feet to a point; thence North 33°13' West a distance of 23.58 feet to a point; thence North 7°25'30" West a distance of 29.345 feet to a point; thence North 56°47' East a distance of 117.23 feet to the Northwesterly corner of said Lot 17, Block 9, of the Union Pacific Coal Company's North Addition to Rock Springs, Sweetwater County, Wyoming, to the Southwesterly corner of said Lot 16, and the place of beginning, being a tract of land lying westerly of and adjoining said lots numbered 16 and 17, which tract is sometimes also known as Lots 32 and 33 in Block 9, of the Union Pacific Coal Company's North Addition to the City of Rock Springs, Sweetwater County, Wyoming; and

4. A tract of land situated in Rock Springs, Sweetwater County, Wyoming, which is particularly described as follows:

Beginning at a point which lies South fifty-six degrees, forty-seven minutes West (S. 56°47' W.) a distance of one hundred fourteen and thirty-one hundredths feet from the southwest corner of Lot 17, Block 9, of the Union Pacific Coal Company's North Addition to Rock Springs, Wyoming, as said Lot 17 is shown on the duly recorded plat of the said Union Pacific Coal Company's North Addition, and which is the southwest corner of what is known as the First Extension to the said Lot 17; thence South seven degrees, twenty-five minutes thirty seconds East (S. 7°25'30" E.), and along the westerly boundary of the First Extension to Lot 16, Block 9, of the Union Pacific Coal Company's North Addition a distance of one and fifty-eight hundredths (1.58) feet to a point on the easterly line of Elk Street; thence North nineteen degrees, seventeen minutes West (N. 19° 17' W.) and along the easterly boundary of Elk Street for a distance of twenty-seven and twenty-two hundredths (27.22) feet to a point; thence North fifty-six degrees, forty-seven minutes E. (N. 56°47' E.) for a distance of six and twenty-one hundredths (6.21) feet, more or less, to a point, said point being the northwest corner of the First Extension to Lot 17, Block 9, Union Pacific Coal Company's North Addition; thence South seven degrees twenty-five minutes thirty seconds East (S. 7°25'30" E.), and along the westerly boundary of the First Extension to the said Lot 17 for a distance of twenty-seven and seven hundred sixty-five thousandths (27.765) feet to the point of beginning, containing eighty-two and sixty-eight thousandths (82.068) square feet, more or less.

5. All of Tract Fifty (50) of the Cooley Sixth Subdivision, except the South one hundred (100) feet thereof, in Sublette County, Wyoming.

6. A Special Use Permit from the United State Forest Service, Department of Agriculture, to Albert F. Crippa, for use of the following lands:

   Lot A, West Shore of Fremont Lake in NW¼ of Section 19, Township 35 North, Range 108

West, 6th P.M, Sublette, County, Wyoming.

7. The following described interests in and to the following lease and royalty holdings:

(a) Royalty interest of 1/64th of 1% of all oil and gas produced under W. W. Wilson "A", described as Federal Lease Evanston 08000-A, embracing Lots 1, 2, 3 and 4 of Section 19, Township 12 North, Range 99 West of the 6th P.M.; Lot 4 of Section 23 and Lots 1, 2, 3 and 4 of Section 24, Township 12 North, Range 100 West of the 6th P.M., Sweetwater County, Wyoming.

and

8. An undivided one-half interest in and to the lease and royalty holdings in the following described lands located in Sweetwater County, Wyoming:

(a) Royalty interest of 1% of all oil and gas produced under Federal Lease Wyoming 02247 (date of base lease being October 1, 1950), covering W½, W½E½, E½NE¼ and NE¼SE¼ of Section 20, Township 20 North, Range 103 West of the Sixth Principal Meridian, in Sweetwater County, Wyoming (McDermott);

(b) Royalty interest of 1% of all oil and gas produced under Federal Lease Wyoming 02248 (date of base lease being October 1, 1950), covering Lots 1, 2, 3 and 4, the S½N½, N½S½, S½SW¼ and SW¼SE¼ of Section 4, Township 20 North, Range 104 West of the 6th Principal Meridian, in Sweetwater County, Wyoming (McDermott);

(c) Royalty interest of 1/32nd of 1% of all oil and gas produced under Federal Lease Evanston 08000(B), embracing Lots 1, 2 and 3 of Section 23, Township 12 North, Range 100 West of the 6th Principal Meridian, Sweetwater County, Wyoming, containing 185.42 acres, (segregated from Federal Lease Evanston 08000);

(d) Royalty interest of 1/32nd of 1% of all oil and gas produced under Federal Lease Wyoming 0139491, embracing West Half of Section 17 and Lots 1 and 2 of Section 20, Township 12 North, Range 99 West of the 6th P.M., Sweetwater County, Wyoming, (segregated from Federal Lease Evanston 03000-B).

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 26th day of December, 1990.

JUDGE

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.
Dated 12-26 19 90
DONALD J. BROWN, Clerk of the District Court
County of Sweetwater
State of Wyoming

CERTIFICATE OF SALE

JACK N. CAIN, Sheriff in and for Sublette County, Wyoming, does hereby certify that on the 29th day of November, 1990, and prior thereto he was and is now the duly qualified and acting Sheriff in and for Sublette County, Wyoming, and that on the 20th day of November, 1987, Gilbert Hash, a single man, as Mortgagor, executed and delivered to First Wyoming Bank - Kemmerer, as Mortgagee, their Real Estate Mortgage. Said Mortgage was recorded on November 25, 1987, in the Office of the County Clerk, Sublette County, Wyoming, in Book 48 of Mortgages, Page 624, on the following described real property, to-wit:

> Lot 9 and Portion of Lot 8 shown as follows: Commencing at the most Easterly corner of Lot 8, Guio Subdivision, said subdivision being within the Town of Big Piney, Sublette County, Wyoming, and running thence Northerly along the Easterly lot line 160.5 feet; thence North 82°40' West 7 Inches; thence in a Southerly direction parallel and equal distance from the East property line of Lot 8, Guio Subdivision, to a point which is North 82°40' West 7 Inches from the Southeast corner of said Lot 8, Guio Subdivision, and running thence South 82°40' East 7 Inches to the point of beginning.

The above-described Mortgage was given to secure payment of a Promissory Note of even date therewith in the principal amount of $78,780.00 together with interest on said principal amount at the rate of 10½% per annum, both principal and interest due and payable on the first day of each month commencing January 1, 1988, and such monthly payment shall continue until the entire indebtedness evidenced by said Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on December 1, 2017. Said Mortgage was duly recorded in the Office of the County Clerk, Sublette County, Wyoming. Mortgagee assigned said Mortgage to First Wyoming Bank - Cheyenne by Assignment of Mortgage recorded November 25, 1987, in the Office of the County Clerk, Sublette County, Wyoming, in Book 48 of Mortgages, Page 626; and subsequently assigned to City Federal Savings Bank by Assignment of Mortgage recorded January 11, 1988, in Book 48 of Mortgages, Page 742; and subsequently assigned to Cenlar Federal Savings Bank by Assignment of Mortgage recorded

231165

RECORDED Nov. 29 19 90 10:05 A M
IN BOOK 58 Misc. PAGE 172
FEES $ 14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDA [redacted] OMING

January 11, 1989, in Book 50 of Mortgages, Page 245; and correctively assigned to Cenlar Federal Savings Bank by Assignment of Mortgage recorded May 30, 1990, in Book 52 of Mortgages, Page 404, Records of Sublette County, Wyoming.

That no suit or proceeding has been instituted to recover the debt remaining secured by said Mortgage or any part thereof, that said Mortgage contains a power of sale; that default was made in the payment of the mortgage debt and in the conditions of said Mortgage in that said Gilbert Hash has failed and refused to make the payment of principal and interest of said Mortgage, and the Mortgagee elected to declare the entire remaining indebtedness due and payable.

That Notice of Foreclosure Sale was given by the Mortgagee, in the manner and form as required by the statutes of the State of Wyoming, and such Notice was published in The Pinedale Roundup, a newspaper of general circulation, published in Pinedale, Sublette County, Wyoming, on November 1, 8, 15, and 22, 1990, and that attached hereto marked Exhibit "A", and by this reference made a part hereof is an Affidavit of Publication showing the publication of said Notice and containing a true and correct copy of the said Notice.

That attached hereto, marked Exhibit "B" and made a part hereof by reference is the Affidavit of the attorney in this foreclosure as required by Wyoming Statutes.

The amount of principal due and claimed to be due by the Mortgagee at the time of first publication of foreclosure sale was the sum of $77,942.42 together with accrued interest, attorney's fees, and costs of publication of Notice of Foreclosure, Sheriff's fees, property taxes and additional interest, late charges and miscellaneous charges making a total amount due and owing, including costs and expenses of sale of $80,989.50.

That the time and place specified in said Notice, to-wit: On the 29th day of November, 1990, at the hour of ten o'clock in the forenoon, the undersigned, Jack N. Cain, Sheriff or his Undersheriff of Sublette County, Wyoming, offered the mortgaged premises for sale at public vendue to the highest bidder for cash,

and at said sale the highest bid for the property was made by Cenlar Federal Savings Bank, whose bid was $52,244.50, and said purchaser will be entitled to a deed for the mortgaged property hereinabove described at the expiration of the period of four months from the date of sale unless redemption is made prior to that date as provided by law or unless redemption is made by the United States as provided by any federal statute pertaining thereto.

DATED this 29 day of November, 1990.

JACK N. CAIN
Sheriff of Sublette County

BY: Dave Ruland
under Sheriff

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Dave Ruland, the Sheriff in and for Sublette County, Wyoming, this 29th day of November, 1990.

WITNESS my hand and official seal.

Bethany A. Walker
NOTARY PUBLIC

My Commission Expires: 4/25/92.

PROOF OF PUBLICATION

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

I, ... Paul Rock ....., 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.....1..... day of .....Nov....., 19.90.and the last publication thereof on the..22.....day of.....Nov....., 19.90

Paul A. Rock

Subscribed in my presence and sworn to before me this .....22..... day of .....Nov....., 19.90

.....Disney Brunette.....
Notary Public

My Commission expires October 7, 1994

Disney Brunette
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Oct. 7, 1994

NOTICE OF REAL ESTATE FORECLOSURE SALE

NOTICE is hereby given that Gilbert Hash, a single man, as Mortgagor, executed a Real Estate Mortgage to First Wyoming Bank – Kemmerer, as Mortgagee, which Mortgage was dated November 20, 1987, and recorded in the Office of the County Clerk, Sublette County, Wyoming, on November 25, 1987, in Book 48 of Mortgages, Page 624.

The Mortgage was assigned by the Mortgagee to First Wyoming Bank - Cheyenne by Assignment of Mortgage recorded November 25, 1987, in the Office of the County Clerk, Sublette County, Wyoming, in Book 48 of Mortgages, Page 626; and subsequently assigned to City Federal Savings Bank by Assignment of Mortgage recorded January 11, 1988, in Book 48 of Mortgages, Page 742; and subsequently assigned to Cenlar Federal Savings Bank by Assignment of Mortgage recorded January 11, 1989, in Book 50 of Mortgages, Page 245; and correctively assigned to Cenlar Federal Savings Bank by Assignment of Mortgage recorded May 30, 1990, in Book 52 of Mortgages, Page 404, Records of Sublette County, Wyoming.

The amount due and owing as of the date of this Notice is $77,942.42 principal together with $6,389.70 interest. Interest accrues at the rate of $22.42 per diem.

Default has been made in the terms and conditions of said Mortgage and pursuant to the Mortgage, the Mortgagee is entitled to reasonable attorney's fees together with costs of the mortgage foreclosure. The following described real property secures said Mortgage:

Lot 9 and Portion of Lot 8 shown as follows: Commencing at the most Easterly corner of Lot 8, Guio Subdivision, said subdivision being within the Town of Big Piney, Sublette County, Wyoming, and running thence Northerly along the Easterly lot line 160.5 feet; thence North 82°40' West 7 Inches; thence in a Southerly direction parallel and equal distance from the East property line of Lot 8, Guio Subdivision, to a point which is North 82°40' West 7 Inches from the southeast corner of said Lot 8, Guio Subdivision, and running thence South 82°40' east 7 Inches to the point of beginning

Pursuant to §§ 34-4-101 et seq., Wyoming Statutes, 1977 Republished Edition, the above-described real property will be sold at public vendue by the Sheriff of Sublette County, Wyoming, at the hour of 10:00 o'clock in the forenoon on the 29th day of November, 1990, on the courthouse steps of Sublette County. The terms of the sale are cash.

DATED this 11th day of September, 1990.

Cenlar Federal Savings Bank
Mortgagee

Publish in the Pinedale Roundup
November 1, 8, 15, 22, 1990.

AFFIDAVIT

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

STUART R. DAY, being first duly sworn, upon his oath, states as follows:

1. That I am an attorney admitted to practice in the State of Wyoming and residing therein.

2. That I am one of the attorneys for Cenlar Federal Savings Bank for the purpose of foreclosing by advertisement and sale that certain Mortgage given by Gilbert Hash, a single man, as Mortgagor, to First Wyoming Bank - Kemmerer, as Mortgagee, dated November 20, 1987, and recorded November 25, 1987, in the Office of the County Clerk, Sublette County, Wyoming, in Book 48 of Mortgages, Page 624. Mortgagee assigned said Mortgage to First Wyoming Bank - Cheyenne by Assignment of Mortgage recorded November 25, 1987, in Book 48 of Mortgages, Page 626; and subsequently assigned to City Federal Savings Bank by Assignment of Mortgage recorded January 11, 1988, in Book 48 of Mortgages, Page 742; and subsequently assigned to Cenlar Federal Savings Bank by Assignment of Mortgage recorded January 11, 1989, in Book 50 of Mortgages, Page 245; and correctively assigned to Cenlar Federal Savings Bank by Assignment of Mortgage recorded May 30, 1990, in Book 52 of Mortgages, Page 404, Records of Sublette County, Wyoming.

3. That Notice to Foreclose the Mortgage by advertisement and sale in accordance with § 34-4-103, W.S. 1977, was given to the record title owners of said property and all parties in possession, if any, of the property which is the subject of this foreclosure sale.

4. That there has been and there is no agreement, express or implied, between my and any other person for any sharing or division of attorney's fees to be added to the debt, and such fee is only compensation for services actually rendered in the foreclosure proceedings by the undersigned.

5. That the amount of attorney's fees incurred an due and

owing in this matter for compensation is $500.00, which sum is a reasonable attorney's fee.

FURTHER AFFIANT SAYETH NOT.

STUART R. DAY

Sworn to and subscribed before me by Stuart R. Day this 27th day of November, 1990.

WITNESS my hand and official seal.

Michelle M. Vassar - Notary Public
County Of Natrona
State Of Wyoming
My Commission Expires May 21, 1994

NOTARY PUBLIC

My Commission Expires: May 21, 1994.

EXHIBIT "B"

A F F I D A V I T

State of Wyoming)
)ss
County of Sublette)

Comes now, ALSADE, LTD., a Wyoming corporation, acting through it's Vice-President, Tagg Guio, who being duly sworn, on oath according to law, does hereby make the following statement of facts and affirm:

1. That ALSADE, LTD. is a corporation registered and qualified to do business in the State of Wyoming.

2. That the corporation was the original developer and caused the plat of the ALSADE FIRST SUBDIVISION to be regularly recorded in the Office of the Clerk of Sublette County in Book 34 of Miscellaneous on page 282.

3. That the corporation is the owner of record of the following described lots:

Alsade First Subdivision
Lots 14 through 31

Being part of the N½N½NW¼ of Section 29, T30N, R111W

4. That in accordance with Wyoming Statutes, 1977 as amended, Section 34-12-106 and Section 34-12-109 and Section 34-12-110 the said corporation hereby vacates the foregoing described part of the said Alsade First Subdivision, namely Lots 14 through 31.

5. That the County Clerk is requested to comply with Section 34-12-110 with respect to marking the plat for the said Subdivision.

6. That the vacation of the said lots was considered at a meeting of the Planning and Zoning Commission held on 15 November 1990 and that it was the recommendation of the said Commission to the Board of County Commissioners that the zoning classification be changed to A-1.

7. That the roadway, Osterhout Drive, and the electrical power line installed therein, is hereby acknowledged.

ALSADE, LTD., a Wyoming corporation

Tagg Guio

Tagg Guio, Vice-President

ATTEST:

Susan Guio, Assistant Secretary

The foregoing instrument was acknowledged before me by Tagg Guio and Susan Guio on the 25th day of November 1990.
Witness my hand and official seal.

Notary Public

My commission expires: 29 April 1992

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

Alsade.aff 90B

231200

RECORDED Nov. 30 AT 2:40 P M
IN BOOK 58 Misc. PAGE 178
FEES $ No Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT ALSADE Ltd., a Wyoming Corporation, of Sublette County, State of Wyoming, grantor, for and in consideration of the sum of Ten ($10.00) Dollars and other valuable considerations, receipt of which is hereby acknowledged, have granted and conveyed, and by these presents DOES GRANT and CONVEY unto the COUNTY OF SUBLETTE, STATE OF WYOMING, grantee, its successors and assigns, an EASEMENT for a right of way to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to wit:

NORTH PINEY COTTONWOOD COUNTY ROAD NO. 23-143

That part of the SE¼NE¼, Section 31, SE¼NW¼, SW¼NE¼, N½SE¼, Section 32, S½SW¼, Section 33, T31N, R112W, and of Lot 3 (NE¼NW¼), Lot 2 (NW¼NE¼), S½NE¼, NE¼SE¼, Section 4, W½SW¼, Section 3, T30N, R112W, Sublette County, Wyoming, being part of those tracts of record in the Office of the Clerk of Sublette County, Wyoming, in Book 17 of Deeds on Page 155, in Book 17 of Deeds on Page 161, and in Book 6 of Quit Claim Deeds on Page 631, lying and being situate within the bounds of NORTH PINEY COTTONWOOD COUNTY ROAD NO. 23-143 as described in attached Exhibit "A".

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

GRANTOR also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance; including but not limited to, the right of corporations organized under the laws of this State or of any other state or of the United States 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 Section 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 desired engineering specifications as may be applicable to public roads.

GRANTEE agrees to construct culverts of suitable size across such ditches and laterals of the party of the first part as necessary for proper operation of his present irrigation system.

GRANTOR, its successors and assigns shall all have full use and enjoyment of the said premises except for the uses and purposes hereinbefore granted. GRANTEE shall have full right of ingress and egress to and from said described lands for the purpose of exercising the rights herein granted.

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

231201

RECORDED Nov. 30 AT 9a 24o'
IN BOOK 58 Misc. PAGE 179
FEES $ N/c Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

IN WITNESS WHEREOF, the Grantor has caused its seal to be hereunto affixed and these presents to be signed by its duly authorized officers, on this 25th day of November, 1990.

ALSADE Ltd.
a Wyoming Corporation

Vice-President

Attest:

Asst. Secretary

STATE OF WYOMING)
COUNTY OF SUBLETTE) ss

The foregoing instrument was acknowledged before me by Tagg Guio and Susan Guio, this 25th day of November, 1990.

Witness my hand and official seal.

Notary Public

My Commission Expires: 29 April 1992

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

NORTH PINEY COTTONWOOD COUNTY ROAD NO. 23-143
Exhibit "A"

To-wit:--

A strip of land 100 feet in width being part of the NW¼SW¼ and SW¼NW¼ of Section 11, E½NE¼ and NW¼NE¼ of Section 10, SW¼SE¼ and SW¼ of Section 3, NE¼SE¼, S½NE¼, Lot 2 (NW¼NE¼), and Lot 3 (NE¼NW¼) of Section 4, T30N, R112W; and the S½SW¼ and NW¼SW¼ of Section 33, N½SE¼, SW¼NE¼, S½NW¼, and NW¼NW¼ of Section 32, SE¼NE¼ and N½NE¼ of Section 31, W½SE¼, E½SW¼, and E½NW¼ of Section 30, E½W½ and Lots 1, 2, 3, and 4 of Section 19, Lot 4 of Section 18, T31N, R112W; S½SE¼,NW¼SE¼, E½SW¼, NW¼SW¼ and SW¼NW¼ of Section 13, SE¼NE¼ and N½NE¼ of Section 14, SE¼, S½NE¼, NW¼NE¼, E½NW¼, NW¼NW¼ of Section 11, NE¼NE¼ of Section 10, S½S½ and NW¼SW¼ of Section 3, SE¼SE¼, N½SE¼, N½SW¼ and SW¼NW¼ of Section 4, NE¼SE¼ and E½NE¼ of Section 5, T31N, R113W; S½SE¼, NW¼SE¼, N½SW¼ and W½NW¼ of Section 32, W½W½, NE¼SW¼ and E½NW¼ of Section 29, SW¼SW¼ of Section 20, S½SE¼, NW¼SE¼, and W½NE¼ of Section 19, S½SE¼ and NE¼SE¼ of Section 18, W½SW¼, NE¼SW¼, S½NW¼, S½NE¼ and NE¼NE¼ of Section 17, NW¼NW¼ of Section 16, S½SW¼ and S½SE¼ of Section 9, SW¼, N½SE¼ and SE¼NE¼ of Section 10, NW¼SW¼, Lot 4, Lot 7, Lot 8, Lot 6 and Lot 9 of Section 11, T32N, R113W, Sublette County, Wyoming with the center-line described as follows:

BEGINNING at P.I. 1 identical with Station 14+50 of a Wyoming Highway Department previous survey within the right-of-way of the North Piney Cottonwood County Road No. 23-143, S49°-57'E, 1245.10 feet from the west one-quarter corner of said Section 11,
thence N44°-57'W, 5504.30 feet to P.I. 2;
thence N46°-49'W, 3359.98 feet to P.I. 3;
thence N50°-50'W, 4462.97 feet to P.I. 4 on the north line of said Section 4, T30N, R112W, N89°-18'W, 705.17 feet from the north one-quarter corner of said Section 4;
thence N49°-34'W, 3515.33 feet to P.I. 5;
thence N78°-10'W, 875.27 feet to P.I. 6;
thence N61°-50'W, 2569.28 feet to P.I. 7, N76°-09'W, 4077.36 feet from the east one-quarter corner of said Section 32, T31N, R112W;
thence N68°-44'W, 3287.18 feet to P.I. 8;
thence N55°-25'W, 536.16 feet to P.I. 9;
thence N13°-15'W, 1148.84 feet to P.I. 10;
thence N12°-42'W, 3925.21 feet to P.I. 11, S44°-33'W, 4627.26 feet from the east one-quarter corner of said Section 19, T31N, R112W;
thence N17°-39'W, 1887.51 feet to P.I. 12;
thence N08°-49'W, 1075.50 feet to P.I. 13;
thence N02°-04'E, 1699.13 feet to P.I. 14;
thence N01°-00'W, 1017.99 feet to P.I. 15;
thence N30°-11'W, 685.53 feet to P.I. 16, N74°-22'E, 434.23 feet from the southwest corner of said Section 18, T31N, R112W;
thence N57°-02'W, 520.67 feet to P.I. 17;
thence N73°-18'W, 346.26 feet to P.I. 18;
thence N80°-26'W, 1582.72 feet to P.I. 19;
thence N49°-47'W, 344.50 feet to P.I. 20;
thence N58°-34'W, 1044.36 feet to P.I. 21;
thence N46°-49'W, 839.43 feet to P.I. 22;
thence N48°-01'W, 1945.24 feet to P.I. 23;
thence N56°-20'W, 580.46 feet to P.I. 24;

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

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

thence N65°-00'W, 509.95 feet to P.I. 25;
thence N70°-00'W, 559.48 feet to P.I. 26;
thence N00°-57'E, 2717.55 feet to P.I. 27, N68°-04'E, 4279.07 feet from the southwest corner of said Section 11;
thence N22°-56'W, 430.81 feet to P.I. 28;
thence N57°-26'W, 216.34 feet to P.I. 29;
thence N42°-38'W, 694.26 feet to P.I. 30;
thence N50°-02'W, 1247.40 feet to P.I. 31;
thence N25°-26'E, 89.44 feet to P.I. 32;
thence S84°-48'E, 181.11 feet to P.I. 33;
thence S72°-11'E, 1416.75 feet to P.I. 34;
thence N81°-45'E, 161.25 feet to P.I. 35;
thence N10°-36'W, 121.65 feet to P.I. 36;
thence N50°-40'W, 893.76 feet to P.I. 37;
thence N67°-28'W, 3188.21 feet to P.I. 38;
thence N71°-09'W, 1170.47 feet to P.I. 39;
thence N75°-49'W, 3483.68 feet to P.I. 40;
thence N30°-59'W, 1930.18 feet to P.I. 41;
thence N83°-28'W, 3148.14 feet to P.I. 42;
thence N81°-40'W, 729.93 feet to P.I. 43;
thence N53°-34'W, 656.05 feet to P.I. 44;
thence N28°-41'W, 2075.38 feet to P.I. 45;
thence N08°-44'E, 466.91 feet to P.I. 46;
thence N21°-21'W, 404.96 feet to P.I. 47;
thence N50°-54'W, 340.60 feet to P.I. 48;
thence N39°-25'W, 434.14 feet to P.I. 49;
thence N54°-04'W, 1228.01 feet to P.I. 50;
thence N44°-35'W, 523.44 feet to P.I. 51;
thence N75°-42'W, 601.67 feet to P.I. 52;
thence N51°-20'W, 1562.04 feet to P.I. 53;
thence N01°-30'E, 4785.07 feet to P.I. 54;
thence N26°-46'E, 384.70 feet to P.I. 55;
thence N39°-06'E, 340.59 feet to P.I. 56;
thence N15°-34'E, 417.62 feet to P.I. 57;
thence N10°-47'W, 1907.03 feet to P.I. 58;
thence N59°-22'W, 937.93 feet to P.I. 59;
thence S88°-52'W, 279.99 feet to P.I. 60;
thence N78°-56'W, 757.11 feet to P.I. 61;
thence N61°-33'W, 1701.76 feet to P.I. 62;
thence N39°-47'W, 256.12 feet to P.I. 63;
thence N04°-54'E, 4002.10 feet to P.I. 64, N85°-56'W, 1913.50 feet from the southeast corner of said Section 18, T32N, R113W;
thence N38°-59'E, 195.82 feet to P.I. 65;
thence N73°-02'E, 1173.07 feet to P.I. 66;
thence N38°-27'E, 914.52 feet to P.I. 67;
thence N39°-17'E, 297.38 feet to P.I. 68;
thence N50°-29'E, 1445.40 feet to P.I. 69;
thence N56°-50'E, 1078.81 feet to P.I. 70;
thence N32°-17'E, 1032.57 feet to P.I. 71;
thence N79°-37'E, 265.40 feet to P.I. 72;
thence N51°-34'E, 2243.80 feet to P.I. 73;
thence N60°-42'E, 692.10 feet to P.I. 74;
thence N62°-48'E, 1349.38 feet to P.I. 75;
thence N89°-13'E, 1252.74 feet to P.I. 76;
thence N87°-06'E, 532.30 feet to P.I. 77;
thence N69°-44'E, 4127.33 feet to P.I. 78;
thence N71°-05'E, 747.60 feet to P.I. 79;
thence N74°-17'E, 5137.63 feet to P.I. 80;
thence S89°-41'E, 650.00 feet to P.I. 81 within the right-of-way of the Cottonwood-Ryegrass County Road No. 23-117, S51°-30'E, 1580.83 feet from the southwest corner of Section 31, T33N, R112W, Sublette County, Wyoming;

all in accordance with the plats prepared for the NORTH PINEY COTTONWOOD COUNTY ROAD NO. 23-143 dated 5 October 1981, prepared from a survey made by the Bureau of Land Management in Pinedale, Wyoming and from a survey made by Paul N. Scherbel, Registered Land Surveyor No. 164 through Sections 17, 16, 9 and 10, T32N, R113W and from records of the Wyoming Highway Department shown on Sheet 1 of said County Road.

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

22 January 1982

[redacted] Modification in any way of [redacted] ing description terminates liability of the su[redacted]

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That MILTON DAVID and ETHEL DAVID, husband and wife,

of the County of Sublette and State of Wyoming the parties of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable consideration- DOLLARS lawful money of the United States of America, to them in hand paid by CHRISTINE A. BURGESS, a single woman, and WALTER W. BURGESS and JOANNE T. BURGESS, husband and wife the parties of the second part, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto the said parties of the second part their heirs, executors, administrators and assigns,

1952 Stewart Trailer House, 8' x 32', Ser. # 5332421, together with gas cook stove, wood heating stove, beds, dining table and chairs located therein.

231272

RECORDED Dec. 3 1990 8:30 A M
IN BOOK 58 Misc. PAGE 181
FEES $5.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley Dep.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals the 8th day of November 1990.

Signed, Sealed and Delivered in presence of

Milton David (SEAL)
Milton David,
Ethel David (SEAL)
(SEAL)
(SEAL)

ACKNOWLEDGMENT

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Milton David and Ethel David, this 8th day of November, 1990.

Witness my hand and official seal.

Ellen L Neely
Clerk of District Court Signature
Notary Public
Title of Officer

My Term Expires: 1/3/83

CONTRACT RESCISSION

WHEREAS, HERMAN GENETTI, as Seller, and DAVID BABCOCK, as Buyer did on 3/13/89 enter into a Contract For Sale of the business commonly known as "Daniel Timber Service", along with certain personal property used in said business; and,

WHEREAS, Buyer was to have paid Seller the sum of $32,000.00 for said business and personal property; and,

WHEREAS, Buyer has in fact paid to Seller the sum of $16,000.00 towards said purchase price; and,

WHEREAS, the parties now desire to rescind said Contract For Sale;

NOW THEREFORE, IN CONSIDERATION FOR THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREINAFTER, THE PARTIES DO HEREBY CONTRACT AND AGREE AS FOLLOWS:

1. Buyer shall transfer unto Seller by Bill Of Sale all of the personal property described in Exhibit "A" hereto. Buyer covenants that there are no encumberances of any type against said personal property and that said personal property is in substantially the same condition as when received, ordinary wear and tear excepted.

2. Upon Seller's receipt of Buyer's Bill Of Sale, Buyer and Seller shall both be relieved of any and all obligations and duties arising under the aforesaid Contract For Sale.

DATED this 23rd day of Nov, 1990.

SELLER:

Herman Genetti
HERMAN GENETTI

231278

DATED this 23rd day of NOV., 1990.

RECORDED Dec. 3 1990 11:30 M
IN BOOK 58 Misc. PAGE 182
FEES $8.00 Mary L. Lagrion COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

BUYER:

David Babcock
DAVID BABCOCK

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Contract Rescission was acknowledged before me by HERMAN GENETTI, this 23rd day of November, 1990.

Witness my hand and official seal.

KARLA HINES NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Karla Hines
NOTARY PUBLIC

My Commission Expires:

My Commission Expires: 10-06-92

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Contract Rescission** was acknowledged before me by DAVID BABCOCK, this 25th day of November, 1990.

Witness my hand and official seal.

Karen Lines
NOTARY PUBLIC

My Commission Expires:

My Commission Expires: 10-06-92

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)

The trade name of "DANIEL TIMBER SERVICE".

BILL OF SALE

KNOWN ALL MEN BY THESE PRESENTS, that DAVID BABCOCK, of Big Piney, Wyoming, the party of the first part, for and in consideration of the sum of Ten and NO/100 Dollars ($10.00) and other good and valuable consideration, does hereby grant, bargain, give and convey unto HERMAN GENETTI and IMOGENE GENETTI, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, of Pinedale, Wyoming, the said party of the second part, and their heirs, executors, administrators and assigns, the following property, to-wit:

"ALL PROPERTY DESCRIBED IN EXHIBIT "A" AS ATTACHED HERETO AND INCORPORATED HEREIN AS IF SET FORTH IN FULL."

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

IN WITNESS WHEREOF, DAVID BABCOCK has hereunto set his hand this 23rd day of Nov., 1990.

David Babcock
DAVID BABCOCK

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

The foregoing **Bill Of Sale** was acknowledged before me by DAVID BABCOCK, this 23rd day of November, 1990.

Witness my hand and official seal.

Karen Lines
NOTARY PUBLIC

My Commission Expires:

My Commission Expires: 10-06-92

231279

RECORDED Dec. 3 1990 11:30 A M
IN BOOK 58 Misc. PAGE 185
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Janice Riley

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)

The trade name of "DANIEL TIMBER SERVICE".

NORTHWEST PIPELINE CORPORATION

RIGHT-OF-WAY AND EASEMENT

FORM NWP 1960 (6-89)

231287

RECORDED Dec. 3 1990 2:20 P M
IN BOOK 58 MISC. PAGE 187
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Joan Riley

STATE OF Wyoming)
ss
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, P O Box 58900, Salt Lake City, Utah 84158-0900, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged does hereby grant, sell and convey unto said Grantee, its successors and assigns, an exclusive right-of-way and easement to locate survey a route, construct, entrench, maintain, protect, inspect and operate a pipeline with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, roads and communication cable (said pipeline, appurtenances, valves, metering equipment, cathodic equipment, communication cable and roads being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by Grantee, through and over the said land on a right-of-way Sixty (60) feet in width being Forty (40) feet on the Northwesterly side and Twenty (20) feet on the Southeasterly side of the centerline of the first pipeline constructed hereunder, situated in Sublette County, State of Wyoming described below

Subdivision	Section	Township	Range	B & M
SE¼SE¼	28	27 North	113 West	6th P.M.
NE¼NE¼	33	27 North	113 West	6th P.M.

This right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right-of-way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing, protecting and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate, protect and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee shall compensate the Grantor for all actual damages to Grantor's growing crops, pasture, fences, livestock and other real or personal property improvements caused by the construction, maintenance, repair, replacement or removal of the pipeline and appurtenant facilities. Grantee shall compensate the Grantor for all damages to Grantor's timber caused by the initial construction of the facilities, thereafter, Grantee shall have the right to cut and keep clear without payment of damages all trees, brush and other obstructions that may in the Grantee's opinion endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said pipeline and appurtenant facilities.

Grantee further agrees that within a reasonable time following the completion of construction, Grantee shall restore said right-of-way to a condition equal to or better than that which existed prior to construction to the extent practicable. Restoration shall include, where necessary, final grading, reseeding and installation of erosion control structures.

Grantor reserves the right to use and enjoy said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder, or disturb its facilities and no road, reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained on, over, along or within said right-of-way without Grantee's prior written consent. Grantee shall, during initial construction in cultivated lands, bury said pipeline below ordinary cultivation depth.

For the same consideration, Grantor grants to the Grantee the right to construct, maintain and operate on said right-of-way, an additional pipeline or pipelines and appurtenances thereto, and in the event Grantee exercises this right, Grantee shall pay Grantor the sum of $2.00 per lineal rod for each additional pipeline constructed, as well as for actual damages caused by Grantee to Grantor's growing crops, pasture, fences, livestock and other personal or real property improvements, and Grantee shall in such case have the same rights with respect to such additional facilities as are hereby granted with respect to the original facilities to be constructed.

~~Grantor represents and warrants that he is the owner in fee simple of the said described land. 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~~ RRCD w/2

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.

WITNESS THE EXECUTION HEREOF THE third DAY OF October, 19 90

By Amy J. Richardson
Witness to Signature(s)

GRANTOR(S)

R.R. Myers
ATTORNEY-IN-FACT
Texaco, Inc.

Project Name Texaco - LaBarge Unit #10 Well Pipeline

Land No. LN 00452

REGISTER NO. 2576

187

CORPORATE ACKNOWLEDGEMENT

STATE OF Colorado

COUNTY OF Denver

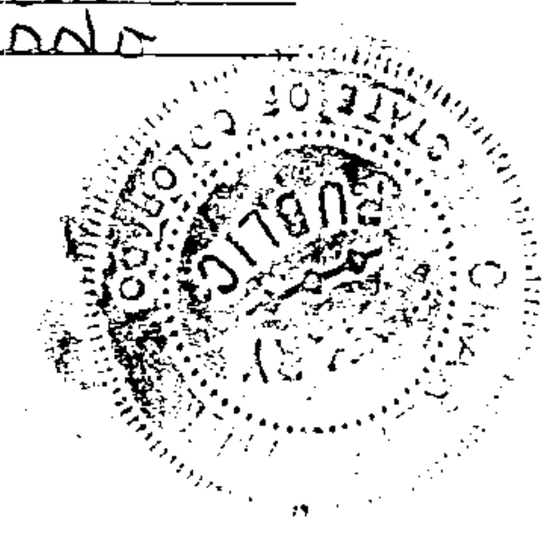
The foregoing instrument was acknowledged before me this 3rd day of October, 1990 by R. R. O'Dwyer, As Attorney-in-fact of Texaco Inc., a corporation

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission expires:

Charlie Will
2844 S. Vaughn Way
Aurora, Colorado 80014
My Commission expires October 25, 1993

Charlie Will
Notary in and for Denver
County, State of Colorado



AFFIDAVIT OF SURVIVORSHIP

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

Beverly A. Mariano, being first duly sworn, states as follows:

1. Affiant is the surviving spouse and the surviving tenant of a tenancy by the entireties with respect to the decedent hereinafter referred to; therefore, affiant has an interest in the real estate which is the subject matter of this Affidavit.

2. Affiant states that James T. Mariano died at Salt Lake City, Utah on the 23rd day of February, 1987; the facts of said death more fully appear from the Certificate of Death, duly certified by the State Registrar of Vital Statistics, attached hereto as Exhibit A and by this reference incorporated herein.

3. During the marriage of said decedent, James T. Mariano, and his spouse, Beverly A. Mariano, this affiant, said decedent and this affiant acquired as tenants by the entireties certain real property, by warranty deed, from Western Services, Inc. dated December 26, 1984, and recorded in the office of the County Clerk of Sublette County, Wyoming on January 8, 1985, in Book 25, Deeds, at page 533 of the books and records in said office, which property is more particularly described as follows:

> The East Forty (40') Feet of Lots Seventeen (17) and Eighteen (18) and the South seven (7) feet of Lot Sixteen (16), Block Four (4), Original Townsite 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 Registrar of Deeds, 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.

231331

RECORDED Dec. 5 19 90 9:30 AM
IN BOOK 58 Misc. PAGE 189
FEES $8.00 Mary L Lenford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

189 By: mary Riley

4. This Affidavit is filed for the purpose of establishing the fact of the death of the said James T. Mariano, who was the owner with the decedent's aforesaid surviving spouse of an estate by the entireties in the above described property, and to make an official record of the termination of the interests of said decedent in and to said property, pursuant to the provision of W.S. § 2-9-102.

Beverly A. Mariano

Subscribed and sworn to before me by the aforesaid Beverly A. Mariano this 14th day of November, 1990.

Notary Public

NOTARY PUBLIC
RONDO POOLE
4835 Highland Dr
Salt Lake City
UT 84117
STATE OF UTAH

My Commission Expires: 5-8-92

NOTARY PUBLIC
My Commission Expires 5-8-92
RONDO POOLE
4835 Highland Dr.
Salt Lake City
UT 84117
STATE OF UTAH

SALT LAKE CITY - COUNTY HEALTH DEPARTMENT

DIVISION OF VITAL STATISTICS

Exhibit "A"

LOCAL FILE NUMBER 18-710

CERTIFICATE OF DEATH

STATE OF UTAH - DEPARTMENT OF HEALTH

STATE FILE NUMBER

1. NAME OF DECEDENT — First: James — Middle: Thomas — Last: MARIANO
2. SEX: Male
3. RACE (White, Black, Am. Indian, etc.) (Specify): Caucasian
4. DATE OF DEATH (Month, Day, Year): February 23, 1987
5. WAS DECEDENT OF HISPANIC ORIGIN? YES ☐ NO ☐ (If yes, indicate type: Mexican ☐ Puerto Rican ☐ Cuban ☐ Other ☐ If other, specify)
6. DATE OF BIRTH (Month, Day, Year): October 31, 1942
7. AGE (Last Birthday): 44 Yrs. — If under 1 year: Months / Days — If under 24 hours: Hours / Minutes
8. BIRTHPLACE (State or foreign country): Salt Lake City, Utah
9. CITIZEN OF WHAT COUNTRY: U.S.A.
10. MARITAL STATUS: Never Married ☐ Married ☒ Widowed ☐ Divorced ☐
11. EDUCATION — (Specify only highest grade completed) Elementary or Secondary (0-12) College (13-16 or 17+): 16
12. SOCIAL SECURITY NUMBER: 529-52-5393
13a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Certified Public Accountand
13b. KIND OF BUSINESS OR INDUSTRY: Accounting
14. NAME OF SURVIVING SPOUSE (If wife, enter maiden name): Beverley Davis
15. NAME OF FATHER: Harry Mariano
16. MAIDEN NAME OF MOTHER: Dorothy Thomas
17. WAS DECEDENT EVER IN U.S. ARMED FORCES? YES ☐ NO ☒
18a. USUAL RESIDENCE — (Street address or location): P.O. Box 939
18b. INSIDE CITY LIMITS? YES ☒ NO ☐
18c. CITY OR TOWN: Pinedale
18d. COUNTY: Sublette
18e. STATE AND ZIP CODE: Wyoming 82941
19. NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT: Mrs. Beverley A. Mariano (wife) P.O. Box 939 Pinedale, Wyoming 82941
20a. NAME of hospital, nursing home or other institution where death occurred. (If outside an institution, give street address or location.): L D S Hospital
20b. ☐ Inpatient ☐ E.D. patient ☐ DOA
20c. CITY OR TOWN: Salt Lake City,Utah
20d. COUNTY: Salt Lake
21. 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 ____ DAY ____ YEAR ____
22. 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 2 DAY 23 YEAR 87
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. ____ HOUR ____ MO ____ DAY ____ YEAR ____
22a. PHYSICIAN'S NAME and title (Type or print): SHERMAN G. SORENSEN, M.D.
22b. PHYSICIAN'S ADDRESS and zip code: 324 10TH AVE., SUITE 207, S.L.C. UT 84103
22c. DATE SIGNED (Month, Day, Year): 2/25/87
22d. STATE PHYSICIAN'S LICENSE NUMBER: 7205
23. Burial ☒ Removal ☐ Entombment ☐ Cremation ☐ Other ☐
24. DATE: Feb.26,1987
25. NAME AND LOCATION OF CEMETERY OR CREMATORY: Wasatch Lawn Memorial Park, Salt Lake County, Utah
26. FUNERAL DIRECTOR: LARKIN MORTUARY,260 E.So.Temple St. Salt Lake City, Utah 84111-1274
27. LOCAL REGISTRAR — Signature: [signature] — Date accepted for registration by local registrar: Feb. 26, 1987
28. PART I. DEATH WAS CAUSED BY: IMMEDIATE CAUSE (A): Cardiac Arrest
CONDITIONS IF ANY WHICH GAVE RISE TO THE IMMEDIATE CAUSE (A) STATING THE UNDERLYING CAUSE LAST. DUE TO, OR AS A CONSEQUENCE OF (B): Transplant rejection
DUE TO, OR AS A CONSEQUENCE OF (C):
29. PART II. OTHER SIGNIFICANT CONDITIONS—CONTRIBUTING TO DEATH, BUT NOT RELATED TO THE IMMEDIATE CAUSE GIVEN IN PART I.
30. AUTOPSY? YES ☒ NO ☐
31. IF YES, were findings considered in determining cause of death? YES ☐ NO ☐
32. Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Undetermined if Injured Accidently or Purposely ☐
33. DATE of Injury (Month, Day, Year)
34. TIME OF INJURY (24 Hour Clock)
35. INJURY AT WORK? YES ☐ NO ☐
36. PLACE OF INJURY (Specify home, farm, factory, freeway, street, office buildings, etc.)
37. LOCATION OF INJURY — STREET AND NUMBER OR LOCATION AND CITY OR TOWN.
38. Distance from place of injury to usual residence (Item 18)
39. DESCRIBE HOW INJURY occurred (Motor vehicle accidents, state whether driver or passenger, etc.) Also describe any activity at time of injury which resulted in injury. NATURE OF INJURY SHOULD BE ENTERED IN ITEM 28
40. Were laboratory tests done for drugs or toxic chemicals? YES ☐ NO ☐
41. Were laboratory tests done for alcohol? YES ☐ NO ☐
42. 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 COUNTY

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

MEMORANDUM OF SALE AGREEMENT

An agreement has been entered into between William M. Smith and Estella J. Smith, husband and wife, as Seller, and Richard Scott Lacina and Rebecca Van Ness Lacina, husband and wife, as Buyer, whose address is P. O. Box 523, Wilson, Wyoming 83014, for the sale and purchase of the following described real estate:

That part of the W1/2SE1/4, Section 32, T37N, R111W, 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at a point on the Northsouth mid-section line of said Section 32, N00°33'E, the base bearing for this survey, 1258.4 feet from the S1/4 Corner of said Section 32, where is found a 2" galvanized steel pipe 30" long with brass cap inscribed "PAUL N. SCHERBEL RLS 164, BIG PINEY, WYOMING 1962, T37N, R111W, South Corner Quarter of Section 32"; thence continuing along said mid-section line N00°33'E, 378.2 feet to a point; thence S89°27'E, 488.5; thence S00°33'W, 378.2 feet to a point; thence N89°27'W, 488.5 feet to the point of beginning.

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.

231337

RECORDED Dec. 5 1990 10:30 A M
IN BOOK 58 Misc. PAGE 192
FEES $6.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mimi Riley

William M. Smith

Estella J. Smith

Richard Scott Lacina

Rebecca Van Ness Lacina

STATE OF OREGON)
) ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by William M. Smith and Estella J. Smith this 28th day of November, 1990.

Witness my hand and official seal.

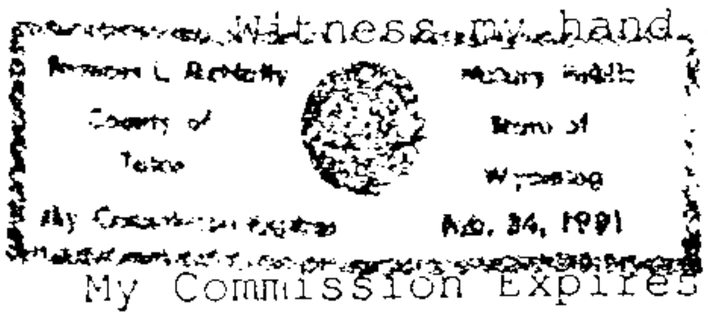
Notary Public

My Commission Expires: 10/18/93

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Richard Scott Lacina and Rebecca Van Ness Lacina this 30th day of November, 1990.

Witness my hand and official seal.



Frances S. McNally
Notary Public

My Commission Expires: Feb. 24, 1991

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

Mary C. Fitzpatrick, being first duly sworn upon her oath deposes and says:

1. Affiant was the wife of James R. Fitzpatrick.

2. James R. Fitzpatrick and Mary C. Fitzpatrick were married to each other at DeMoine, Iowa on August 7, 1943 and they lived together as husband and wife until the death of James R. Fitzpatrick on August 10, 1990.

3. On September 18, 1976, a conveyance was made from James W. Hoagg to James R. Fitzpatrick and Mary C. Fitzpatrick, husband and wife, as tenants of an estate by the entireties with full right of survivorship, and Thomas B. Scholebo and Scharlene S. Scholebo, husband and wife, as tenants of an estate by the entireties with full right of survivorship, tenants in common of an undivided on-half interest each, by Warranty Deed recorded in Book 18 at Page 627. The property described as:

> Tract No. Nineteen (19) of the Tyler Subdivision as the same appears of record on the map or plat thereof filed in the Office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming; 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.

Thereafter, James R. Fitzpatrick and Mary C. Fitzpatrick became owners of the property as joint tenants with rights of survivorship.

4. James R. Fitzpatrick died at Cheyenne, Wyoming, on the 10th day of August, 1990. Attached is a copy of his official death certificate certified to by the Vital Records Service, Division of Health and Social Services, Cheyenne, Wyoming, the public authority with which the original death certificate is of record.

5. By reason of the death of James R. Fitzpatrick, Mary C. Fitzpatrick became the sole owner of the above-descried real estate interest on the 3rd of November, 1990. **231364**

RECORDED Dec. 6 19 90 4:40 P.M.
IN BOOK 58 MISC. PAGE 194
FEES $ 8.00 Mary L. Lankford COUNTY CLERK

FURTHER AFFIANT SAYETH NOT.

MARY C. FITZPATRICK

The foregoing instrument was subscribed and sworn to and acknowledged before me by Mart C. Fitzpatrick this 3rd day of January, 1990.

Witness my hand and official seal.

Notary Public

W. Perry Dray - Notary Public
County of Laramie
State of Wyoming
My Commission expires Feb. 25, 1991

SEAL

196

03478

10770

STATE OF COLORADO

CERTIFICATE OF DEATH

(PHYSICIAN OR CORONER)

STATE FILE NUMBER

DECEDENT

1 DECEDENT'S NAME (First, Middle, Last)			2 SEX	3 DATE OF DEATH (Month, Day, Year)
James	R.	FITZPATRICK	Male	Aug. 10, 1990

4 SOCIAL SECURITY NUMBER	5a AGE - Last Birthday (Years)	5b UNDER 1 YEAR Mos. : Days	5c UNDER 1 DAY Hrs. : Mins.	6 DATE OF BIRTH (Month, Day, Year)	7 BIRTHPLACE (City and State or Foreign Country)
480-18-7190	70	:	:	July 3, 1920	Elkader, Iowa

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)	9c CITY, TOWN, OR LOCATION OF DEATH	9d COUNTY OF DEATH
Rose Memorial Hospital	Denver	Denver

10a DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired)	10b KIND OF BUSINESS/INDUSTRY	11 MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify)	12 SPOUSE (If wife, give maiden name)
Lab Supervisor	Veterans Hospital	Married	Mary Catherine Doyle

13a RESIDENCE STATE	13b COUNTY	13c CITY, TOWN, OR LOCATION	13d STREET AND NUMBER
Wyoming	Laramie	Cheyenne	1215 Terry Ranch Rd.

13e INSIDE CITY LIMITS? ☐ Yes ☒ No	13f ZIP CODE	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)	16 DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary or secondary (0 through 12) College (13 through 16 or 17+)
	82007		White	16

PARENTS

17 FATHER NAME (First, Middle, Last)	18 MOTHER NAME (First, Middle, Last (Maiden Name))	19 INFORMANT NAME and relationship to deceased
James Francis Fitzpatrick	Helen Elizabeth Westfall	Mary Fitzpatrick-Wife

DISPOSITION

20a METHOD OF DISPOSITION ☐ Burial ☐ Cremation ☒ Removal from State ☐ Donation ☐ Other (Specify)	20b PLACE OF DISPOSITION (Name of cemetery, crematory, or other place)	20c LOCATION - City or Town, State
	Sunset Park Crematory	Cheyenne, Wyoming

21 SIGNATURE OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH	22 NAME AND ADDRESS OF FACILITY
▶ John J Horan	Horan & McConaty Family Blvd. Mortuaries 1091 So. Colo. Blvd. Denver, Co ZIP 80222

23 TIME OF DEATH	24 DATE PRONOUNCED DEAD Month / Day / Year / Hour	25 WAS CORONER NOTIFIED? (Yes or No)
2:18 P. M	Aug. 10 1990 2:18 P.M.	Yes

CERTIFIER

TO BE COMPLETED ONLY BY CERTIFYING PHYSICIAN	TO BE COMPLETED BY CORONER
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 ▶ William D Wynn	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 ▶ CORONER, DENVER COUNTY, CO. BY: Michelle L Wynn DEPUTY CORONER
28 DATE SIGNED (Month, Day, Year) 8/13/90	29 DATE SIGNED (Month, Day, Year) 8-13-90

30 NAME, TITLE AND MAILING ADDRESS OF CERTIFIER/CORONER (Type/Print)

John Simon M.D., 4545 E. 9th Ave. #460 Denver, Co. ZIP 80220

31 NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type/Print)

32 REGISTRAR'S SIGNATURE	33 DATE FILED (Month, Day, Year)
▶ Joan M. Daniel Deputy	AUG 17 1990

CAUSE OF DEATH

34 MANNER OF DEATH	35a DATE OF INJURY (Month, Day, Year)	35b TIME OF INJURY	35c INJURY AT WORK?	35d DESCRIBE HOW INJURY OCCURRED
☒ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Undetermined Manner		M	☐ Yes ☐ No	

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)

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.	Interval between onset and death
PART I CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST (c) (a) Pulmonary Embolism	1 day
DUE TO OR AS A CONSEQUENCE OF (b) Deep Vein Thrombosis	1 week
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)	38 IF YES were findings considered in determining cause of death?
Obstructive Pulmonary Disease	No	

STATE OF COLORADO, CITY AND COUNTY OF DENVER

I hereby certify this document is a true and correct copy of the original record in my custody. Issued in the City and County of Denver, this 20th day of August A.D. 1990.

This copy not valid unless prepared on green basketweave paper and impressed with the raised seal of the Dept. of Health & Hospitals, City & County of Denver, Colo.

PENALTY BY LAW, Section 25-2-118, Colo. Revised Statutes, 1982, if any person alters, uses, or attempts to use or furnishes to another for deceptive use or supplies false information for any vital statistics certificate.

F. N. Judson MD

P. N. Judson, M.D. Local Registrar

Essie J. Coak Deputy

Essie J. Coak, Deputy Registrar

RELEASE OF INSTRUMENTS AFFECTING TITLE TO PROPERTY

This Instrument made this 7 day of December, 1990 by First Interstate Bank Of Riverton, N.A., a banking corporation, authorized to do business in the State of Wyoming.

WHEREAS the First Interstate Bank Of Riverton, N.A. is owed various sums of money by Lane M. Bybee; and

WHEREAS Lane M. Bybee executed on April 2, 1982 an instrument entitled Assignment Of Money Due Or To Become Due Under Contract, which instrument was recorded on April 14, 1982 in the Office of the Sublette County Clerk, Sublette County, Wyoming in Book 40 Misc., page 97 which encumbered real property generally known as Battle Mountain Lodge located in Section 4, T38N, R114W, 6th P.M., Sublette County, Wyoming; more particularly described on the annexed Exhibit A; and

WHEREAS the First Interstate Bank Of Riverton, N.A. obtained two judgments in the District Court of Fremont County, Wyoming, Ninth Judicial District against Lane M. Bybee, one in the amount of $25,599.76 plus costs on May 19, 1986 (Civil No. 24006) which was filed of record in the District Court of Teton County, Wyoming, Ninth Judicial District on March 26, 1987 as Civil No. 6884; and the other in the amount of $27,943.81 plus costs on July 23, 1986 (Civil No. 24082) which was filed of record in the District Court of Teton County, Wyoming, Ninth Judical District on March 26, 1987 as Civil No. 6885, which judgments have not been satisfied; and

WHEREAS the First Interstate Bank of Riverton, N.A.'s filings and judgments have encumbered the Battle Mountain Lodge property; and

WHEREAS the First Interstate Bank Of Riverton, N.A. has settled its dispute with Grant R. Caldwell, Charles E. Schultz and Nancy S. Reuling, who are the owners of the Battle Mountain Lodge property.

NOW THEREFORE the First Interstate Bank of Riverton, N.A. does hereby relinquish and release any and all right, title, interest and claim in and to the Battle Mountain Lodge property more particularly described on Exhibit A, annexed hereto. This instrument is for the sole benefit of the owners of the Battle Mountain Lodge property and its sole purpose is to release those instruments, including those named above, which encumber, lien or otherwise cloud title to the Battle Mountain Lodge property and otherwise prevent the owners from obtaining clear insurable title. The First Interstate Bank Of Riverton, N.A. specifically reserves all rights, claims and demands which it has or may have against Lane M. Bybee, and this instrument is not to be construed

231373

RECORDED Dec. 7 19 90 1:10 P M
IN BOOK 58 Misc. PAGE 197
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

as a satisfaction, release, or cancellation of Lane M. Bybee's obligations to the First Interstate Bank Of Riverton, N.A.

IN WITNESS WHEREOF, the First Interstate Bank Of Riverton, N.A. has executed this instrument on the day, month, and year first above written.

FIRST INTERSTATE BANK OF RIVERTON

By: _____

STATE OF WYOMING)
)
COUNTY OF FREMONT)

On the 11th day of December, 1990 personally appeared before me Jim Pieters and being by me duly sworn did say the (s)he is ~~the~~ a Vice President of First Interstate Bank Of Riverton, N.A., a copropration chartered under the laws of the United States Of America and that the forgoing instrument was signed on behalf of said corporation by authority of its Bylaws or as a result of its Board of Directors and that said Jim Pieters executed the same.

_____
Notary Public

My Commission Expires: 8-14-94

Phyllis L. Baker
County of
Fremont
Notary Public
State of
Wyoming
My Commission Expires
Aug. 14, 1994

PARCEL 1: A tract of land located in and being a part of Amended Survey No. 553 in Section 4, T38N, R114W, 6th P.M., Sublette County, Wyoming described as follows: Beginning at Corner No. 1G553 found as described in the Certified Land Corner Recordation Certificate filed in the Office of the County Clerk of Sublette County; thence N89°42'W, the base bearing for this survey, 216.93 feet along the north line of said survey to an intersection with the northeasterly right-of-way line of State Highway 189-191 where found a 3"X brass marker set in concrete and appropriately inscribed; then S32°19'E, 700.31 feet along the said right-of-way line to a point; thence N86°19'E, 222.48 feet to an intersection with the northeasterly line of said survey; thence N33°21.5W, 690.12 feet to the corner of beginning.

EXHIBIT A

ALL THAT PIECE AND PARCEL OF LAND KNOWN AND DESIGNATED AS AMENDED SURVEY NO. 553, EMBRACING A PORTION OF, APPROXIMATELY, SECTION 4, T. 38 N., R. 114 W., 6TH P.M. IN THE ORGANIZED SUBLETTE MINING DISTRICT, SUBLETTE COUNTY, WYOMING and bounded, described and platted as follows:

Beginning at corner No. 1, a sandstone 26 x 10 x 8 inches, marked 1C/553 with cross (X) on top for exact corner point, with mound of stone, from which U.S. Location Monument No. 44 bears N.26°08'W., 439.63 feet distant; thence, first course, West 595.89 feet to corner No. 2, a sandstone 24 x 12 x 10 inches marked with 2C/553, with cross (X) on top for exact corner point; thence, second course, S.33°26'E., 1581.73 feet to corner No. 3, a limestone 24 x 12 x 8 inches marked 3C/553 with cross (X) on top for exact corner point; thence, third course, N.56°40'E., 506 feet to corner No. 4, a sandstone 24 x 12 x 6 inches marked 4C/553 with cross (X) on top for exact corner point; thence, fourth course, N.33°50'W., 1254.27 feet to corner No. 1, the place of beginning, EXCEPTING THE FOLLOWING DESCRIBED TRACT OF LAND deeded to the State Highway Commission of Wyoming in Warranty Deed recorded October 4, 1965 in Book 12 of Deeds, page 601:
A TRACT OR PARCEL OF LAND IN THE GRANITE PLACER CLAIM PATENT NO. 1066393 LOCATED IN APPROXIMATELY SECTION 4 OF UNSURVEYED T. 38 N., R. 114 W., 6TH P.M., IN SUBLETTE COUNTY, STATE OF WYOMING, more particularly described as follows: Beginning at a point 120.00 feet right of highway centerline, engineer station 245+59.90, said point being the intersection of the right (northeast) right of way line and the north boundary of the Granite Placer Claim, and bears S.3°33'40"W., a distance of 396.37 feet from U.S. Location Monument No. 44; thence, N89°42'24"W., a distance of 23.79 feet along the north boundary line of the Granite Placer Claim to a point 100.00 feet right of highway centerline, engineer station 245+72.78; thence, S.32°29'E., a distance of 802.78 feet along a line parallel to, and 100 feet right (northeast) of the highway centerline to a point 100 feet right of the P.S.T. 237+70; thence, N.57°31'E., a distance of 20 feet to a point 120 feet right (northeast) of the highway centerline, engineer station P.S.T. 237+70; thence, N.32°29'W., a distance of 789.90 feet along the right (northeast) 120 feet right of way line to the intersection of said right of way line and the north boundary line of the Granite Placer Claim and the point of beginning.

EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF THE HOBACK RIVER AND/OR GRANITE CREEK.
EXCEPTING HEREFROM THE FOLLOWING DESCRIBED REAL PROPERTY ON PAGE 2 HEREOF.

To-wit:--

That part of the Amended Granite Placer Claim Survey No. 553 being part of Unsurveyed Section 4, T38N, R114W, Sublette County, Wyoming described as follows:

BEGINNING at corner no. 1G553 found as described in the Certified Land Corner Recordation Certificate filed in the Office of the Clerk of said County;

thence N89°-42'W, the base bearing for this survey, 216.93 feet along the north line of said Survey to an intersection with the northeasterly right-of-way line of State Highway 189-191 where found a 3" X brass marker set in concrete and appropriately inscribed;

thence S32°-19'E, 700.31 feet along the said right-of-way line to a point;

thence N86°-19 E, 222.48 feet to an intersection with the northeasterly line of said Survey;

thence N33°-21.5'W, 690.12 feet to the corner of

BEGINNING:

ENCOMPASSING an area of 3.00 acres, more or less;

all in accordance with the plat prepared titled, "AMENDED GRANITE PLACER CLAIM SURVEY NO. 553 PLAT OF TRACT IN UNSURVEYED SECTION 4 T38N R114W SUBLETTE COUNTY, WYOMING" (Revised 11 May 1982) as filed in the said office.

202

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

VICTOR D. FULK,

Plaintiff,

vs.

RODNEY R. BRANDT, ESTER A. BRANDT, JOHN SHINN, LINDA SHINN, EDWARD S. EBERHARD, GRACIELA EBERHARD, ELBEN HOFFSCHNEIDER, CORA HOFFSCHNEIDER, DAVID ARNDT, DEBRA ARNDT, RALPH BOTELLO, JR., EVE M. BOTELLO and MICHAEL PINKOSKY, JR.; if any of the above named or mentioned are deceased, then all of the unknown heirs, devices, legatees, creditors and successors of such deceased person, and all other persons claiming any estate or interest in, or lien upon, the real property and premises which are the subject matter of this action and are described herein,

Defendants.

Civil Action No. 5121

FILED
BY: M. M. Jensen
DEC 5 1990
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

JUDGMENT AND DECREE

The above matter coming regularly on this day before the Honorable D.TERRY ROGERS, Judge of the District Court in and for the County of Sublette, State of Wyoming, the Plaintiff appearing by his attorney, RALPH E. WOOD, and the Defendants not appearing, either in person or by an attorney, and the Court having examined the service and record in said cause, having heard the evidence adduced by the Plaintiff and being now fully advised in the premises, finds as follows:

That Plaintiff's Complaint was filed in this Court on the 17th day of September 1990; that the cause is one of the actions enumerated in Rule 4(e), Wyoming Rules of Civil Procedure, in that it is an action brought for the purpose of obtaining a decree declaring, determining and establishing the rights and interests of the Plaintiff and Defendants in certain real property hereinafter described located in Sublette County, Wyoming; that service of Summons issued out of this Court was duly and regularly made by publication upon the Defendants to the action.

That the Defendants have failed in any manner to answer Plaintiff's Summons served and published as aforesaid, or otherwise appear, and the time for answering by the said Defendants having expired, the default of said Defendants have been and hereby is entered.

It further appearing that the Plaintiff by his action seeks the decree of this Court declaring the invalidity of any asserted claim of the Defendants in and to the real property and interests in said Complaint and hereinafter described and to Quiet Title against the claims of the Defendants herein and that no reason exists

231379

RECORDED Dec. 10 19 90 10:30 A M
IN BOOK 58 Misc PAGE 202
FEES $ 6.00 Mary L. Lenhart COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

why judgment should not now be entered against the said Defendants, the Court now being fully advised in the premises finds generally for the Plaintiff and against the Defendants upon the Plaintiff's Complaint and the issues of said cause; and the Court further finds that Plaintiff has sustained all the allegations of said Complaint by sufficient evidence; and the Court does finally find that said Defendants have no claim, right, title or interest of any kind to the real property hereinafter described;

NOW THEREFORE,

IT IS DECLARED, ORDERED, ADJUDGED AND DECREED:

1. That the Defendants, has no claim whatsoever to any right, title interest or estate in the lands hereinafter described.

2. That Plaintiff, VICTOR D. FULK, is the true and lawful owner of all the real property and premeises described as:

Lots Fifty Four (54), Fifty-Eight (58), Eighty-Eight (88) and Ninety-Four (94), Big Country Ranches Fourth Filing, 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; and,

Lots Forty-One (4 1), Forty-Two (42) and Forty-Three (43), Big Country Ranches Second Filing, Unit B, 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; and,

Lot Two (2), Big River Subdivision, 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;

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 Defendants and any others claiming any interest therein by or through said Defendants.

4. That the Defendants are hereby forever enjoined and barred from setting up any right, title, interest, estate, or claim in or to the aforedescribed real property.

DATED this 30th day of November, 1990.

D. TERRY ROGERS
Judge of the District Court

THE STATE OF WYOMING
COUNTY OF SUBLETTE

I, MARY LOU JENSEN, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND THE STATE AFORESAID DO HEREBY CERTIFY THE FOREGOING TO BE A FULL, TRUE AND COMPLETE COPY.

SIGNED Mary Lou Jensen

State of DELAWARE

Office of SECRETARY OF STATE

I, Michael Harkins, *Secretary of State of the State of Delaware, do hereby certify* that the attached is a true and correct copy of Certificate of Merger of "FREEPORT-MCMORAN OIL & GAS COMPANY", merging with and into "FREEPORT-MCMORAN ACQUISITION COMPANY", under the name of "FREEPORT-MCMORAN OIL & GAS COMPANY", as received and filed in this office the fourteenth day of November, A.D. 1990, at 11:45 o'clock A.M.

231380

RECORDED Dec. 10 19 90 11:00 A M
IN BOOK 58 Misc. PAGE 204
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

In Testimony Whereof, *I have hereunto set my hand and official seal at Dover this* twenty-first *day of* November *in the year of our Lord one thousand nine hundred and* ninety.

Michael Harkins
Michael Harkins, Secretary of State

FORM 122

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 11:45 AM 11/14/1990
903205174 - 2237337

Certificate of Merger

of

FREEPORT-McMoRan OIL & GAS COMPANY

merging with and into

FREEPORT-McMoRan ACQUISITION COMPANY

November 14, 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 state of incorporation of each of the constituent corporations which are to merge are as follows:

Name	State of Incorporation
Freeport-McMoRan Oil & Gas Company	Delaware
Freeport-McMoRan Acquisition Company	Delaware

SECOND: An Amended and Restated Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of Freeport-McMoRan Oil & Gas Company and Freeport-McMoRan Acquisition Company in accordance with Section 251 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation is Freeport-McMoRan Acquisition Company which upon filing the Certificate of Merger shall be changed to Freeport-McMoRan Oil & Gas Company.

FOURTH: The certificate of incorporation of Freeport-McMoRan Acquisition Company, a Delaware corporation, the surviving entity, shall be the certificate of incorporation of the surviving entity, except that Article FIRST shall be amended to read as follows: "The name of the corporation is Freeport-McMoRan Oil & Gas Company".

FIFTH: The merger of Freeport-McMoRan Oil & Gas Company into Freeport-McMoRan Acquisition Company shall be effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

SIXTH: The executed Amended and Restated Agreement and Plan of Merger is on file at the principal place of business of the surviving corporation. The address of the principal place of business of the surviving corporation is 1615 Poydras Street, New Orleans, Louisiana 70112.

SEVENTH: A copy of the executed Amended and Restated Agreement and Plan of Merger will be furnished by the surviving corporation on request and without cost, to any shareholder of Freeport-McMoRan Oil & Gas Company or Freeport-McMoRan Acquisition Company.

FREEPORT-McMoRan ACQUISITION COMPANY

By: _____
Title: Vice President

ATTEST:

By: _____
Title: Secretary

231383

RECORDED Dec. 10 [redacted] 2 PM
IN BOOK 58 Misc. PAGE 207
FEES n/c Mary L. Lindlow COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

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

NORTH COTTONWOOD COUNTY ROAD NO. 23-129

That part of the NW¼NE¼, NE¼NW¼, Section 22, T33N, R114W, being part of that tract of record in the Office of the Clerk of Sublette County, Wyoming, in Book 3 of Patents on page 283 lying and being situate within the bounds of NORTH COTTONWOOD COUNTY ROAD NO. 23-129 as described in attached Exhibit "A".

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

GRANTOR also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance; including but not limited to, the right of corporations organized under the laws of this State or of any other state or of the United States 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 Section 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 desired engineering specifications as may be applicable to public roads.

GRANTEE agrees to construct culverts of suitable size across such ditches and laterals of the party of the first part as necessary for proper operation of his present irrigation system.

GRANTOR agrees that if the grantor desires to have a fence built, said fence shall be paid for by the grantor; and GRANTEE agrees that if the grantee desires to have a fence built, said fence shall be paid for by the grantee. It is understood by both parties that any new fence must be located on the right-of-way line.

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

WITNESS MY HAND hereto this 10th day of DECEMBER, 1990.

Frank Warner Brown
Frank Warner Brown

STATE OF WYOMING)
COUNTY OF SUBLETTE) ss

The foregoing instrument was acknowledged before me by Frank Warner Brown, this 10th day of DECEMBER, 1990.
Witness my hand and official seal.

[illegible] Montgomery
[illegible] of
Sublette
[illegible] Expires
Notary Public
State of
Wyoming
Apr. 30, 1994

Notary Public

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DESCRIPTION FOR

NORTH COTTONWOOD COUNTY ROAD NO. 23-129

To-wit:--

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

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

BEGINNING at Station 0+00=Station 886+84.6 within the right-of-way for Cottonwood-Ryegrass County Road No. 23-117, N06°-24'-13"E, 344.2 feet from the west witness corner for the north one-quarter corner of said Section 14, T33N, R113W;
thence S65°-16'-54"W, 653.5 feet to Station 6+53.5;
thence N86°-44'-00"W, 487.6 feet to Station 11+41.1;
thence S60°-58'-58"W, 189.5 feet, more or less, to Station 13+30.6 on the north line of said Section 14, N89°-47'W, the base bearing for this survey, 1206.52feet from the north one-quarter corner of said section;
thence continuing S60°-58'-58"W, 704.1 feet, more or less, to Station 20+34.7;
thence S78°-34'-39"W, 324.9 feet to Station 23+59.6;
thence S89°-01'-25"W, 467.9 feet, more or less, to Station 28+27.5 on the east line of Section 15, S00°-02'E, (BLM Record) 419.2 feet from the 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;

ul N. Scherbel
RVEYOR SCHERBEL, LTD
, ..sered Land Surveyor No. 164
; Piney, Wyoming 83113

[redacted] "Modification in any way of the fc[redacted]escription terminates liability of the survey[redacted]

thence continuing N83°-49'-43"W, 420.5 feet, more or less, to Station 194+63.0;
thence N79°-46'-24"W, 1225.1 feet to Station 206+88.1;
thence S88°-24'-17"W, 1406.6 feet to Station 220+94.7;
thence S80°-24'-26"W, 1202.7 feet to Station 232+97.4;
thence S82°-58'-10"W, 1047.9 feet, more or less, to Station 243+45.3 on the west line of Section 18, T33N, R113W, S00°-20'-50"W, 1774.7 feet from the northwest corner of said Section 18;
thence continuing S82°-58'-10"W, 122.5 feet, more or less, to Station 244+67.8;
thence S80°-26'-46"W, 3314.1 feet to Station 277+81.9;
thence S86°-55'-02"W, 1956.4 feet, more or less, to Station 297+38.3 on the west line of said Section 13, N00°-23'-26"E, 146.2 feet from the west one-quarter corner of said Section 13;
thence continuing S86°-55'-02"W, 2700.4 feet, more or less, to Station 324+38.7;
thence S62°-16'-03"W, 429.8 feet to Station 328+68.5;
thence S55°-21'-33"W, 2582.0 feet to Station 354+50.5;
thence S55°-05'-01"W, 104.6 feet, more or less, to Station 355+55.1 on the west line of said Section 14, T33N, R114W, N00°-17'-42"E, 904.1 feet from the southwest corner of said Section 14;
thence continuing S55°-05'-01"W, 1561.4 feet, more or less, to Station 371+16.5 on the south line of said Section 15, T33N, R114W, N89°-33'-52"W, 1366.14 ft from said southwest corner of Section 14;
thence continuing S55°-05'-01"W, 2692.5 feet, more or less, to Station 398+09.0;
thence S56°-10'-40"W, 1332.8 feet to Station 411+41.8;
thence S58°-16'-12"W, 904.9 feet, more or less, to Station 420+46.7 on the west line of said Section 22, T33N, R114W, S00°-08'-04"W, 176.3 feet from the west one-quarter corner of said Section 22;
thence continuing S58°-16'-12"W, 131.3 feet, more or less, to Station 421+78.0;
thence S50°-02'-09"W, 2033.5 feet to Station 442+11.5;
thence S38°-04'-20"W, 1245.1 feet to Station 454+56.6;
thence S31°-56'-44"W, 122.4 feet, more or less, to Station 455+79.0 on the south line of said Section 21, T33N, R114W, S89°-13'-03"E, 124.6 feet from the south one-quarter corner of said Section 21;
thence continuing S31°-56'-44"W, 370.5 feet, more or less, to Station 459+49.5;
thence S40°-32'-15"W, 839.0 feet to Station 467+88.5;
thence S47°-43'-39"W, 906.3 feet to Station 476+94.8;
thence S42°-48'-22"W, 279.0 feet to Station 479+73.8;
thence S54°-57'-24"W, 218.7 feet to Station 481+92.5;
thence S71°-46'-08"W, 509.9 feet to Station 487+02.4;
thence S79°-25'-18"W, 257.4 feet to Station 489+59.8;
thence N88°-55'-38"W, 238.4 feet, more or less, to Station 491+98.2 on the west line of said Section 28, T33N, R114W, N00°-03'W, (BLM Record) 539.6 feet from the west one-quarter corner of said Section 28;
thence continuing N88°-55'-38"W, 860.9 feet, more or less, to Station 500+59.1;
thence N67°-09'-12"W, 378.1 feet to Station 504+37.2;
thence N76°-18'-35"W, 186.1 feet to Station 506+23.3;
thence S86°-34'-28"W, 445.7 feet to Station 510+69.0;
thence S76°-01'-26"W, 826.2 feet, more or less, to Station 518+95.2 the POINT OF ENDING on the west line of the S½NE¼ of Section 29, T33N, R114W, S00°-21'-16"W, 2122.9 feet from the north one-quarter corner of said Section 29;

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

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

13 August 1981

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

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

210

EASEMENT

COMES NOW MATTHEW H. PATTON, of Atlanta, Georgia, GRANTOR, and in exchange for the sum of Ten and NO/100 $(10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto ROSS L. CALVERT and DARLEEN J. CALVERT, husband and wife, of Sublette County, Wyoming, GRANTEES, an easement to construct, operate and maintain a road for ingress and egress over and on the real property described as follows:

> A tract of land located in the SW¼SW¼ of Section 35, T 34 N, R 109 W of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:
> BEGINNING at the Southwest corner of said Section 35, THENCE S 89°50'00" E, along the South Section line a distance of 90 feet;
> THENCE N 00°29'00" E, along a tract of land belonging to Ross Calvert (16 Deeds, Page 88) a distance of 56 feet;
> THENCE N 89°50'00" W, a distance of 90 feet;
> THENCE S 00°29'00" W, along the West Section line a distance of 56 feet to the point of beginning.

Said easement is granted to the Grantees and their heirs, successors in interest and assigns and is appurtenant to, for the benefit of and shall run with the real property described on Exhibit A as attached hereto and by this reference incorporated herein.

DATED this 6th day of December, 1990.

MATTHEW H. PATTON

STATE OF GEORGIA)
)
COUNTY OF Fulton)

The foregoing Easement was acknowledged before me by MATTHEW H. PATTON this 6th day of December, 1990.
Witness my hand and official seal.

231418

RECORDED Dec. 13 '90 10:15A
IN BOOK 58 Misc. PAGE 210
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

James K. Dearman
Notary Public
Notary Public, DeKalb County, Georgia
My Commission Expires August 17, 1994

NOTARY PUBLIC DEKALB COUNTY GEORGIA

EXHIBIT A

TRACT 1:

A tract of land located in the SW/4SW/4 of Section 35, T.34N., R.109W., 6th P.M., Sublette County, Wyoming described as follows: Beginning at a point on the South line of said Section 35, S.89°50'00"E., a distance of 90.00 feet from the corner common to Sections 34, 35, 2 and 3; thence S.89°50'00"E., along the South line of said Section 35 a distance of 465.34 feet; thence N.00°32'08"E., a distance of 1202.80 feet; thence N.89°12'47"W., a distance of 466.54 feet; thence S.00°29'00"W., a distance of 1215.99 feet to the point of beginning;

TRACT 2:

A tract of land located in the SW/4SW/4 of Section 35, T.34N., R.109W., 6th P.M., Sublette County, Wyoming described as follows: Beginning at a point S.89°50'E., 575.34 feet from the SW corner of said Section 35; thence N.00°32'08"E., 45 feet; thence N.89°27'52"W., 20.00 feet; thence N.00°32'08"E., a distance of 1157.80 feet; thence S.88°24'12"E., a distance of 172.31 feet; thence S.30°15'11.9"E., a distance of 585.06 feet; thence S.33°29'20.5"W., 830.50 feet to the point of beginning;

TRACT 3:

A tract of land located in the SW/4 of Section 35, T.34N., R.109W., 6th P.M., Sublette County, Wyoming described as follows: Beginning at a point which is N.04°14'43"E., a distance of 1219.34 feet and S.88°12'47"E., a distance of 476.54 feet from the Southwest corner of said Section 35; thence from the point of beginning N.00°32'08"E., a distance of 1053.39 feet; thence S.72°43'35"E., a distance of 176.63 feet; thence S.38°55'19"E., a distance of 195.12 feet; thence S.53°27'13"E., a distance of 142.67 feet; thence S.27°40'39"E., a distance of 172.65 feet; thence S.62°48'23"E., a distance of 204.33 feet; thence S.85°18'34"E., a distance of 74.81 feet; thence N.66°45'34"E., a distance of 220.79 feet; thence S.61°28'01"E., a distance of 40.58 feet; thence S.08°23'04"W., a distance of 610.88 feet; thence N.88°25'10"W., a distance of 902.02 feet to the point of beginning;

TRACT 4:

A tract of land located in the SW/4SW/4 of Section 35, T.34N., R.109W., 6th P.M., Sublette County, Wyoming described as follows: Beginning at a point which is S.89°50'E., a distance of 555.34 feet from the Southwest corner of said Section 35; thence from point of beginning N.00°32'08"E., a distance of 45.00 feet; thence S.89°27'52"E., a distance of 20.00 feet; thence S.00°32'08"W., a distance of 45.00 feet; thence N.89°50'W., a distance of 20.00 feet to the point of beginning.

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EASEMENT

COME NOW ROSS L. CALVERT and DARLEEN J. CALVERT a/k/a DARLEEN CALVERT, husband and wife, of Sublette County, Wyoming, GRANTORS, and in exchange for the sum of Ten and NO/100 $(10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto MATTHEW H. PATTON, of Atlanta, Georgia, GRANTEE, an easement to construct, operate and maintain a road for ingress and egress over and on the real property described as follows:

> A tract of land located in the SW¼SW¼ of Section 35, T 34 N, R 109 W of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:
> BEGINNING at a point located on the South line of Section 35, said point being S 89°50'00" E, a distance of 90 feet from the Southwest corner of Section 35;
> THENCE from said point of beginning S 89°50'00" E, along the South Section line a distance of 485.34 feet;
> THENCE N 33°29'20" E, along the East line of a tract of land belonging to Ross Calvert (16 Deeds, Page 88) a distance of 67.02 feet;
> THENCE N 89°50'00" W, a distance of 521.85 feet;
> THENCE S 00°29'00" W, a distance of 56 feet to the point of beginning.

Said easement is granted to the Grantee and his heirs, successors in interest and assigns and is appurtenant to, for the benefit of and shall run with the real property described on Exhibit A as attached hereto and by this reference incorporated herein.

DATED this 12th day of December, 1990.

231419

RECORDED Dec. 13, 1990 10:15 A.M
IN BOOK 58 Misc. PAGE 212
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jan Riley

Ross L. Calvert
ROSS L. CALVERT

Darleen Calvert
DARLEEN J. CALVERT a/k/a
DARLEEN CALVERT

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing Easement was acknowledged before me by ROSS L. CALVERT and DARLEEN J. CALVERT this 12th day of December, 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

TOWNSHIP 33 NORTH, RANGE 109 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 2: Lots 3 and 4, S/2NW/4 EXCEPTING THEREFROM the following described tracts of land:

1.) That part of the SW/4NW/4 of said Section 2 conveyed to V. L. Looney and Patricia E. Looney, husband and wife, in Warranty Deed of record in Book 11 of Deeds, page 161, described as beginning at the west one-quarter corner of said Section 2 where is found a granite stone 12"x5"x6" marked 1/4 on W with a mound of stone to W and a 1" steel rod 1.9' long set directly below set stone; thence N.00°05'E., 1298.8 feet along the west line of the said Section 2 to the northwest corner of the said SW/4NW/4 where is found a 1/2" steel reinforcing rod witnessed by a quartzite stone 3"x3"x3" above ground marked J on E, 1/16 on W along side to E; thence S.89°46'E., 165.0 feet to a point; thence S.00°05'W., 1298.0 feet to a point; thence N.89°58'W., 165.0 feet to the point of beginning;

2.) A tract of land located in Lot 4 of said Section 2 described as beginning at a point which is S.00°05'W., a distance of 615.0 feet from the Northwest Corner of said Section 2; thence from said point of beginning S.89°55'E., (along the south boundary of a tract of land belonging to Judson B. and Karen K. Faler as recorded in Book 14 Deeds 580) to a point of intersection with the centerline of an easement granted to V. Larry Looney (20 Misc. 290); thence Southerly along said centerline of easement to a point on the south boundary of said Lot 4; thence Westerly along said south boundary of Lot 4 (also being on the north boundary of a tract of land deeded to V. Larry Looney in 11 Deeds 161) a distance of 185 feet to the west section line; thence N.00°05'E., along said west section line to the point of beginning;

3.) That part of the NW/4NW/4 of said Section 2 conveyed to Judson B. Faler and Karen K. Faler, husband and wife in Warranty Deed of record in Book 14 of Deeds, page 580 described as beginning at the Northwest Corner of said Section 2; thence S.00°05'W., 615.0 feet to a point; thence S.89°55'E., 139.8 feet to a point; thence N.12°44'W., 630.2 feet to the point of beginning;

TOWNSHIP 34 NORTH, RANGE 109 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 26: S/2SW/4 EXCEPTING THEREFROM the following described tracts of land:

4.) That part of the SW/4SW/4 of said Section 26 conveyed to Rex H. Miller and Juanita A. Miller, husband and wife, in Warranty Deed of record in Book 12 of Deeds, page 69 described as beginning at the Northwest corner of the SW/4SW/4 of said Section 26; thence S.00°34'E., 446.4 feet to a point on the center line of the county road to Fremont Lake; thence Northeasterly along said center line 710 feet, more or less, to a point; thence Northwesterly 561 feet, more or less, to the Northwest corner of the SW/4SW/4 of said Section 26 and the point of beginning;

5.) That part of SW/4SW/4 of said Section 26 conveyed to Harold Reach and Leda Reach, husband and wife, in Warranty Deed of record in Book 13 of Deeds, page 131 described as beginning at a point which bears N.00°34'W., 324.9 feet from the SW corner of said Section 26; thence N.00°34'W., 517.14 feet to a point on the fence line South and East of the Fremont Lake Road; thence N.53°15'E., 730.45 feet along said fence to a point; thence S.36°45'E., 417.4 feet to a point; thence S.53°15'W., 1035.75 feet, more or less, to the point of beginning;

Section 35: W/2 EXCEPTING THEREFROM the following described tracts of land:

6.) That part of the SW/4SW/4 of said Section 35 conveyed to David R. Calvert and Connie L. Calvert, husband and wife, in Warranty Deed of record in Book 16 of Deeds, page 75 described as beginning at a point on the South Line of said Section 35, S.89°50'E., a distance of 575.34 feet from the corner common to Sections 34, 35, 2 and 3; thence S.89°50'E., a distance of 704.66 feet along the South line of said Section 35; thence N.10°00'14"E., a distance of 1197.38 feet; thence N.88°24'12"W., a distance of 921.77 feet; thence S.00°32'08"W., a distance of 1157.80 feet; thence S.89°27'52"E., a distance of 20.00 feet; thence S.00°32'08"W., a distance of 45.00 feet to the point of

7.) That part of the SW/4SW/4 of said Section 35 conveyed to Ross Calvert and Darleen Calvert, husband and wife, in Warranty Deed of record in Book 16 of Deeds, page 88 described as beginning at a point on the South line of said Section 35, S.89°50'E., a distance of 90.00 feet from the corner common the Sections 34, 35, 2 and 3; thence S.89°50'E., along the South line of said Section 35 a distance of 465.34 feet; thence N.00°32'08"E., a distance of 1202.80 feet; thence N.88°12'47"W., a distance of 466.54 feet; thence S.00°29'W., a distance of 1215.99 feet to the point of beginning;

Section 35: W/2 EXCEPTING THEREFROM the following described tracts of land continued;

8.) That part of the NW/4 of said Section 35 conveyed to Charles G. Taylor and Arlette Taylor, husband and wife, in Warranty Deed of record in Book 19 of Deeds, page 550 described as beginning at a point which lies S.07°57'52"E., a distance of 579.66 feet from the corner common to Sections 27, 28, 34 and 35; thence S.00°02'E., a distance of 1872.31 feet; thence N.49°11'05"E., a distance of 1301.09 feet; thence N.44°59'48"W., a distance of 312.68 feet; thence N.13°17'37"W., a distance of 169.97 feet; thence N.01°02'14"E., a distance of 105.59 feet; thence N.10°33'31"W., a distance of 184.21 feet; thence N.61°07'23"W., a distance of 160.69 feet; thence N.80°49'25"W., a distance of 136.77 feet; thence N.60°19'58"W., a distance of 77.40 feet; thence N.22°36'40"W., a distance of 82.98 feet; thence N.14°26'04"W., a distance of 164.74 feet; thence N.59°42'38"W., a distance of 94.17 feet; thence S.56°32'39"W., a distance of 110.57 feet; thence S.82°09'41"W., a distance of 101.78 feet; thence N.57°10'49"W., a distance of 3.98 feet to the point of beginning;

9.) That part of the SW/4 of said Section 35 conveyed to Ross L. Calvert and Darleen S. Calvert, husband and wife, in Warranty Deed of record in Book 24 of Deeds, page 296 described as beginning at a point which is N.04°14'43"E., a distance of 1219.34 feet and S.88°12'47"E., a distance of 476.54 feet from the Southwest Corner of said Section 35; thence from the point of beginning N.00°32'08"E., a distance of 1053.39 feet; thence S.72°43'35"E., a distance of 176.63 feet; thence S.38°55'19"E., a distance of 195.12 feet; thence S.53°27'13"E., a distance of 142.67 feet; thence S.27°40'39"E., a distance of 172.65 feet; thence S.62°48'23"E., a distance of 204.33; thence S.85°18'34"E., a distance of 74.81 feet; thence N.66°45'34"E., a distance of 220.79 feet; thence S.61°28'01"E., a distance of 40.58 feet thence S.08°23'04"W., a distance of 610.88 feet; thence N.88°25'10"W. a distance of 902.02 feet to the point of beginning;

10.) That part of the SW/4SW/4 of said Section 35 conveyed to Ross L. Calvert and Darleen Calvert, husband and wife, in Warranty Deed of record in Book 22 of Deeds, page 80 described as beginning at a point which is S.89°50'E., a distance of 555.34 feet from the Southwest corner of said Section 35; thence from point of beginning N.00°32'08"E., a distance of 45.00 feet; thence S.89°27'52"E., a distance of 20.00 feet; thence S.00°32'08"W., a distance of 45.00 feet; thence N.89°50'W., a distance of 20.00 feet to the point of beginning.

[redacted] [redacted] 1429 [redacted]

NORTHWEST PIPELINE CORPORATION

RIGHT-OF-WAY AND EASEMENT

FORM NWP 1960-6 89

RECORDED Dec. 13 1990 7:00 P M
IN BOOK 58 Misc. PAGE 215
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by: mary pulley

STATE OF WYOMING)
ss
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, P.O. Box 58900, Salt Lake City, Utah 84158-0900, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, an exclusive right-of-way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect and operate a pipeline with appurtenances including but not limited to valves, metering equipment, [redacted] (said pipeline, appurtenances, valves, metering equipment, [redacted] collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by Grantee, through and over the said land on a right-of-way Fifty (50) feet in width being Thirty-five (35) feet on the Easterly side and Fifteen (15) feet on the Westerly side of the centerline of the first pipeline constructed hereunder, situated in Sublette County, State of Wyoming described below:

Subdivision	Section	Township	Range	B & M
NW¼NE¼	5	27 North	113 West	6th P.M.

This right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right-of-way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing, protecting and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate, protect and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee shall compensate the Grantor for all actual damages to Grantor's growing crops, pasture, fences, livestock and other real or personal property improvements caused by the construction, maintenance, repair, replacement or removal of the pipeline and appurtenant facilities. Grantee shall compensate the Grantor for all damages to Grantor's timber caused by the initial construction of the facilities, thereafter, Grantee shall have the right to cut and keep clear without payment of damages all trees, brush and other obstructions that may in the Grantee's opinion endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said pipeline and appurtenant facilities. L.H.

Grantee further agrees that within a reasonable time following the completion of construction, Grantee shall restore said right-of-way to a condition equal to or better than that which existed prior to construction to the extent practicable. Restoration shall include, where necessary, final grading, reseeding and installation of erosion control structures. (See Exhibit "A")

Grantor reserves the right to use and enjoy said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder, or disturb its facilities and no road, reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained on, over, across or within said right-of-way without Grantee's prior written consent. Grantee shall, during initial construction in cultivated lands, bury said pipeline below ordinary cultivation depth. L.H.

[redacted]

Grantor represents and warrants that he is the owner in fee simple of the said described land. 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.

WITNESS THE EXECUTION HEREOF THE 28th DAY OF November, 19 90

GRANTOR(S)

Lillian Harrower
Lillian Harrower

Jeanne M. Ruth
Witness to Signature(s)

My Commission Expires March 22, 1993

JEANNE M. RUTH NOTARY PUBLIC SWEETWATER CO., WYOMING

Project Name: Mobil - Tip Top #61-5 Well Line

Land No. 463

REGISTER NO. 3576

215

EXHIBIT "A"

This exhibit is attached to and made a part of the Right-of-Way and Easement instrument for the Mobil Tip Top #61-5 well pipeline.

The Grantee shall reseed the disturbed area within the limits of the right-of-way with the seed mixture listed below:

Western Wheatgrass	4 lbs/Acre
Thickspike Wheatgrass	4 lbs/Acre
Four Wing Salt Bush	½ lb/Acre
Great Basin Wildrye	1 lb/Acre
Winterfat	½ lb/Acre
Total	10 lbs/Acre pure live seed

The seeding will be repeated until a satisfactory stand has been established, as determined by the Grantor.

The Grantee shall be responsible for weed control on the disturbed areas within the limits of the right-of-way. The Grantee is responsible for consultation with the Grantor for acceptable weed control methods. Any use of pesticides shall comply with the applicable State and Federal laws.

Reseeding shall be completed by June 1, 1991, and if necessary, a second reseeding shall be completed within one (1) year after the first reseeding.

ACKNOWLEDGEMENT

The State of Wyoming, County of Sublette.

Be it remembered, that on this 28th day of November, A.D., 1990, before me, a notary public, in and for said county and state, personally appeared Lillian Harrower, to me known to be the identical person described in and who executed the within and forgoing instrument and acknowledged to me that She executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

Joanne M Ruckman
Notary Public

My commission expires March 22, 1993

334 218

NORTHWEST PIPELINE CORPORATION

RIGHT-OF-WAY AND EASEMENT

FORM NWP 1960 (6-89)

$6.00

RECORDED Nov. 30, 1990 AT 9A M.
IN BOOK 292PR PAGE 334 PINEDALE, WYO.
NO 726338 ELIZABETH C. WADE, CLERK

STATE OF WYOMING)
COUNTY OF SUBLETTE) ss
LINCOLN)

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, P O Box 58900, Salt Lake City, Utah 84158-0900, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, an exclusive right-of-way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect and operate a pipeline with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, roads and communication cable (said pipeline, appurtenances, valves, metering equipment, cathodic equipment, communication cable and roads being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by Grantee, through and over the said land on a right-of-way Sixty (60) feet in width being Forty (40) feet on the Westerly side and Twenty (20) feet on the Easterly side of the centerline of the first pipeline constructed hereunder, situated in Sublette & Lincoln County, State of Wyoming described below

Subdivision	Section	Township	Range	B & M
SW¼SW¼	32	27 North	112 West	6th P.M.
NW¼NW¼, SW¼NW¼, SE¼NW¼ & SW¼NE¼	5	26 North	112 West	6th P.M.

This right-of-way and easement shall carry with it the right of ingress and egress to and ~~from~~ and access on and along said right-of-way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing, protecting and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe During temporary periods Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate, protect and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee shall compensate the Grantor for all actual damages to Grantor's growing crops, pasture, fences, livestock and other real or personal property improvements caused by the construction, maintenance, repair, replacement or removal of the pipeline and appurtenant facilities. Grantee shall compensate the Grantor for all damages to Grantor's timber caused by the initial construction of the facilities, thereafter, Grantee shall have the right to cut and keep clear without payment of damages all trees, brush and other obstructions that may in the Grantee's opinion endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said pipeline and appurtenant facilities.

Grantee further agrees that within a reasonable time following the completion of construction, Grantee shall restore said right-of-way to a condition equal to or better than that which existed prior to construction to the extent practicable. Restoration shall include, where necessary, final grading, reseeding and installation of erosion control structures

Grantor reserves the right to use and enjoy said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder, or disturb its facilities and no road, reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained on, over, along or within said right-of-way without Grantee's prior written consent. Grantee shall, during initial construction in cultivated lands, bury said pipeline below ordinary cultivation depth.

For the same consideration, Grantor grants to the Grantee the right to construct, maintain and operate on said right-of-way, an additional pipeline or pipelines and appurtenances thereto, and in the event Grantee exercises this right, Grantee shall pay Grantor the sum of $2 00 per lineal rod for each additional pipeline constructed, as well as for actual damages caused by Grantee to Grantor's growing crops, pasture, fences, livestock and other personal or real property improvements; and Grantee shall in such case have the same rights with respect to such additional facilities as are hereby granted with respect to the original facilities to be constructed.

Grantor represents and warrants that he is the owner in fee simple of the said described land. 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.

WITNESS THE EXECUTION HEREOF THE 11th DAY OF November, 19 90

By

GRANTOR(S)

M.F. Whelan Co. by Neva A. Fenex

M.F. Whelan Company - Co-Partnership
Neva A. Fenex - Managing Partner

Witness to Signature(s)

Project Name Big Piney - Lateral A-16 A-Over Pipeline

Land No 573

231430

RECORDED Dec. 13 19 90 3:00 P M
IN BOOK 58 Misc. PAGE 218
FEES $6.00 Mary L. Jenkins COUNTY CLERK
[redacted] SUBLETTE COUNTY, PINEDALE [redacted]

REGISTER [redacted] 2571

335

ACKNOWLEDGEMENT

The State of Wyoming, County of Sublette, County of Lincoln.

Be it remembered, that on this 10th day of November, A.D., 1990, before me, a notary public, in and for said county and state, personally appeared Kelly A. Foley, to me known to be the identical person described in and who executed the within and forgoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

Kathleen A. Nelms

Notary Public

My commission expires 5-29-94



MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 14 day of December, 1990, between FOOTHILLS DEVELOPMENT CO., INC., a Wyoming corporation, as Seller, and JOHN E. MERRICK and CAROL MERRICK, husband and wife, 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 Sixteen (16), 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.
>
> Buyers' address for tax purposes is 687 N. Dallas Hwy., Waxahachie, TX 75165.

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

DATED this 14th day of December, 1990.

ATTEST:

SEAL

Secretary

SELLER: Foothills Development Co., Inc., a Wyoming corporation:

BY: _____
JOHN M. SULENTA, President

DATED this 14 day of December, 1990.

BUYERS:

_____
JOHN E. MERRICK

_____
CAROL MERRICK

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by FOOTHILLS DEVELOPMENT CO., INC., a Wyoming corporation, by JOHN M.

231465

RECORDED December 14 AT 90 11:55A
IN BOOK 56 Misc PAGE 220
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUB [redacted] COUNTY, PINEDALE, WYOMING

SULENTA, its President, and attested to and sealed by its Secretary, this 14 day of December, 1990.

WITNESS my hand and official seal.

Carrie Noble
NOTARY PUBLIC

My Commission Expires: October 25, 1994

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by JOHN E. MERRICK and CAROL MERRICK, this 14 day of December, 1990.

WITNESS my hand and official seal.

CARRIE NOBLE
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires Oct 25, 1994

Carrie Noble
NOTARY PUBLIC

My Commission Expires: October 25, 1994

222

RIGHT-OF-WAY EASEMENT

231502

RECORDED Dec. 18 19 90 2:20 P M
IN BOOK 58 Misc. PAGE 222
FEES $ N/C Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

KNOW ALL MEN BY THESE PRESENTS:

That the RESOLUTION TRUST CORPORATION, as Receiver for Nile Valley Federal Savings and Loan Association, County of _____, State of _____, ("Grantor"), for and in consideration of the sum of Ten ($10.00) Dollars and other valuable considerations, receipt of which is hereby acknowledged, have granted and conveyed, and by these presents DOES GRANT and CONVEY unto the COUNTY OF SUBLETTE, STATE OF WYOMING, ("Grantor"), its successors and assigns, the EASEMENT for a right of way to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to wit:

By: Mary Riley

NORTH COTTONWOOD COUNTY ROAD NO. 23-129

That part of the NE1/4NW1/4, Section 14, T33N, R113W, being part of that tract of record in the Office of the Clerk of Sublette County, Wyoming, in Book 43 of Mortgage Records on Page 236 lying and being situate within the bounds of NORTH COTTONWOOD COUNTY ROAD NO. 23-129 as described in attached Exhibit "A".

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

GRANTOR also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance; including but not limited to, the right of corporations organized under the laws of this State or of any other state or of the United States 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 Section 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 or desired engineering specifications as may be applicable to public roads.

GRANTEE agrees to construct culverts of suitable size across such ditches and laterals of the party of the first part as necessary for proper operation of his present irrigation system.

GRANTOR, its successors and assigns shall all have full use and enjoyment of the said premises except for the uses and purposes hereinbefore granted. GRANTEE shall have full right of ingress and egress to and from said described lands for the purpose of exercising the rights herein granted.

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

IN WITNESS WHEREOF, the Grantor has caused its seal to be hereunto affixed and these presents to be signed by its duly authorized officers, on this 12th day of December, 19 90.

Attest:

RESOLUTION TRUST CORPORATION, as Receiver for Nile Valley Federal Savings and Loan Association

Witness

By: Thomas N Heaton

Its: Asst Director

STATE OF MINNESOTA)
)ss:
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me by Thomas N Heaton, on behalf of the RESOLUTION TRUST CORPORATION, as Receiver for. Nile Valley Federal Savings and Loan Association, on this 12th day of December, 19 90.

Witness my hand and official seal.

SUSAN C STILLWELL
NOTARY PUBLIC—MINNESOTA
[illegible] COUNTY
[illegible] 1996

Susan C Stillwell
Notary Public

My Commission Expires: Sept. 17, 1996

DESCRIPTION FOR

NORTH COTTONWOOD COUNTY ROAD NO. 23-129

To-wit:--

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

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

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

N. Scherbel
OR SCHERBEL LTD
Land Surveyor No. 164
Wyoming 83113

[redacted] Modification in any way of the [redacted] description terminates liability of the surveyor [redacted]

[redacted] th Cottonwood County Road [redacted] 129 [redacted] e 2

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 S30°-24'-26"W, 1202.7 feet to Station 232+97.4;
thence S82°-58'-10"W, 1047.9 feet, more or less, to Station 243+45.3 on the west line of Section 18, T33N, R113W, S00°-20'-50"W, 1774.7 feet from the northwest corner of said Section 18;
thence continuing S82°-58'-10"W, 122.5 feet, more or less, to Station 244+67.8;
thence S80°-26'-46"W, 3314.1 feet to Station 277+81.9;
thence S86°-55'-02"W, 1956.4 feet, more or less, to Station 297+38.3 on the west line of said Section 13, N00°-23'-26"E, 146.2 feet from the west one-quarter corner of said Section 13;
thence continuing S86°-55'-02"W, 2700.4 feet, more or less, to Station 324+38.7;
thence S62°-16'-03"W, 429.8 feet to Station 328+68.5;
thence S55°-21'-33"W, 2582.0 feet to Station 354+50.5;
thence S55°-05'-01"W, 104.6 feet, more or less, to Station 355+55.1 on the west line of said Section 14, T33N, R114W, N00°-17'-42"E, 904.1 feet from the southwest corner of said Section 14;
thence continuing S55°-05'-01"W, 1561.4 feet, more or less, to Station 371+16.5 on the south line of said Section 15, T33N, R114W, N89°-33'-52"W, 1366.14 ft from said southwest corner of Section 14;
thence continuing S55°-05'-01"W, 2692.5 feet, more or less, to Station 398+09.0;
thence S56°-10'-40"W, 1332.8 feet to Station 411+41.8;
thence S58°-16'-12"W, 904.9 feet, more or less, to Station 420+46.7 on the west line of said Section 22, T33N, R114W, S00°-08'-04"W, 176.3 feet from the west one-quarter corner of said Section 22;
thence continuing S58°-16'-12"W, 131.3 feet, more or less, to Station 421+78.0;
thence S50°-02'-09"W, 2033.5 feet to Station 442+11.5;
thence S38°-04'-20"W, 1245.1 feet to Station 454+56.6;
thence S31°-56'-44"W, 122.4 feet, more or less, to Station 455+79.0 on the south line of said Section 21, T33N, R114W, S89°-13'-03"E, 124.6 feet from the south one-quarter corner of said Section 21;
thence continuing S31°-56'-44"W, 370.5 feet, more or less, to Station 459+49.5;
thence S40°-32'-15"W, 839.0 feet to Station 467+88.5;
thence S47°-43'-39"W, 906.3 feet to Station 476+94.8;
thence S42°-48'-22"W, 279.0 feet to Station 479+73.8;
thence S54°-57'-24"W, 218.7 feet to Station 481+92.5;
thence S71°-46'-08"W, 509.9 feet to Station 487+02.4;
thence S79°-25'-18"W, 257.4 feet to Station 489+59.8;
thence N88°-55'-38"W, 238.4 feet, more or less, to Station 491+98.2 on the west line of said Section 28, T33N, R114W, N00°-03'W, (BLM Record) 539.6 feet from the west one-quarter corner of said Section 28;
thence continuing N88°-55'-38"W, 860.9 feet, more or less, to Station 500+59.1;
thence N67°-09'-12"W, 378.1 feet to Station 504+37.2;
thence N76°-18'-35"W, 186.1 feet to Station 506+23.3;
thence S86°-34'-28"W, 445.7 feet to Station 510+69.0;
thence S76°-01'-26"W, 826.2 feet, more or less, to Station 518+95.2 the POINT OF ENDING on the west line of the S½NE¼ of Section 29, T33N, R114W, S00°-21'-16"W, 2122.9 feet from the north one-quarter corner of said Section 29;

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

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

13 August 1981

N. Scherbel
VEYOR SCHERBEL LTD
sered Land Surveyor No. 164
Piney, Wyoming 83113

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

CERTIFICATE OF REDEMPTION FROM FORECLOSURE SALE

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

I, JACK CAIN, Sheriff of Sublette County, Wyoming, do hereby certify that on the 18th day of December, 1990, ROGER DAVENPORT and STELLA F. DAVENPORT, husband and wife, of Temperance, Michigan, duly presented to me their right to redeem the property described below, as permitted by Wyoming Statute § 1-18-103, and paid $38,536.73 to me for redemption of the aforementioned property, which was sold by me on the 28th day of September, 1990, by virtue of foreclosure of a mortgage by advertisement and sale. The property was sold for $37,700.00, and statutory interest to the date of redemption is $836.73.

The real property redeemed from the above sale by ROGER DAVENPORT and STELLA F. DAVENPORT is situated in Sublette County, Wyoming, and is described as follows:

> A tract of land in the S½SE¼ of Section 32, T 34 N, R 109 W of the 6th P.M., Sublette County, Wyoming, described as follows:
> BEGINNING at the Southwest corner of said S½SE¼, thence proceed N 00°55'45" W along the West line of said S½SE¼ a distance of 298.00 feet to a point;
> THENCE S 89°53'41" E and parallel to the South line of said S½SE¼ a distance of 300.00 feet to a point;
> THENCE S 00°55'45" E and parallel to the West line of said S½SE¼ a distance of 298.00 feet to a point;
> THENCE N 89°53'41" W along the South line of said S½SE¼ a distance of 300.00 feet to the point of beginning;
> TOGETHER WITH all improvements thereon, and all fixtures of a permanent nature currently on the premises, in their present condition;

This redemption is made by ROGER DAVENPORT and STELLA F. DAVENPORT, husband and wife, as owners and mortgagors of the above-described property sold through foreclosure by advertisement and sale.

Dated this 18th day of December, 1990.

231507

JACK CAIN, SHERIFF

By: Hank W. Ruland

Title: Undersheriff

RECORDED Dec. 18 1990 3:25 P.M.
IN BOOK 58 Misc. PAGE 226
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

SUBSCRIBED AND SWORN TO before me by Hank W. Ruland this 18th day of December, 1990.
Witness my hand and official seal.

Patricia S. Birckhead
Notary Public

Patricia S. Birckhead
County of Sublette
My Commission Expires
Notary Public
State of Wyoming
02-26-94

231529

RECORDED Dec. 21 19 90 2:15 P M
IN BOOK 58 Misc. PAGE 227
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

WY CORP-1/89

PN 6740187 PN674908
052490

EASEMENT

1. FRANK FEAR CATTLE Co., a corporation doing business in the State of Wyoming, Grantor, hereby conveys and warrants to PacifiCorp, an Oregon corporation, dba Utah Power & Light Company, whose principal place of business is located at 1407 West North Temple, Salt Lake City, Utah, its successors in interest and assigns, Grantee, for the sum of Ten ($10.00) Dollars and other valuable consideration, a perpetual easement and right of way for the erection, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of electric transmission and distribution lines, communications circuits, fiber optic cables and associated facilities, and 18 poles and 12 guy anchors, with the necessary guys, stubs, crossarms, braces and other attachments affixed thereto, for the support of said lines and circuits, on, over, under and across real property located in Sublette County, Wyoming, described as follows:

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

Beginning at a pole in an existing power line on the Grantor's land at point 1435 feet north and 1945 feet east,more of less, from the southwest corner of Section 28, T. 29 N.,R. 111 W.,6TH PM., thence N.64°19'E. 673 feet, thence N.21°59'E. 301 feet, thence N.10°29'E. 1490 feet, thence N.0°54'W. 304 feet, thence N.48°37'W. 950 feet, thence N.38°58'W. 430 feet, thence N.75°29'W. 335 feet, thence S.89°21'W. 677 feet to a pole in an existing power line on said land and being in the NE 1/4 of the SW 1/4, and in Lots 3 , 4 , 5 , and 8 of said Section 28.

RIGHT OF WAY
RW

Beginning in the above described survey line on the Grantor's land at a point 1435 feet north and 1945 feet east, more or less, from the southwest corner of Section 28, T. 29 N., R. 111 W., 6TH PM., thence

S.64°19'W. 40 feet, more or less, on said land and being in the NE 1/4 of the SW 1/4 of said Section 28.

Beginning at a pole in an existing power line on the Grantor's land at a point 1215 feet north and 1079 feet east, more or less, from the southwest corner of Section 28,T.29 N.,R. 111 W., 6TH PM., thence S. 75°45' W. 45 feet, more or less, on said land and being in the SW 1/4 of the SW 1/4 of said Section 28.

Beginning at a pole in an existing power line on the Grantor's land at a point 1215 feet north and 1079 feet east, more or less, from the southwest corner of Section 28,T. 29 N.,R. 111 W., 6TH PM., thence N. 9°31'E. 45 feet, more or less, on said land and being in the SW 1/4 of the SW 1/4 of said Section 28.

Beginning in the first above described survey line on the Grantor's land at a point 1727 feet north and 2552 feet east, more or less, from the southwest corner of Section 28, T.29 N., R. 111 W., 6TH PM., thence S.46°51'E. 45 feet, more or less, on said land and being in the NE 1/4 of the SW 1/4 of said Section 28.

APPROVED AS TO DESCRIPTION RHO

Beginning in the first above described survey line on the Grantor,s land at a point 2006 feet north and 2665 feet east, more or less, from the southwest corner of Section 28, T.29 N., R. 111 W., 6TH PM., thence S.73°46'E. 45 feet, more or less, on said land and being in Lot 8 of said Section 28.

Beginning in the first above described survey line on the Grantor's land at a point 3471 feet north and 2936 feet east, more or less, from the southwest corner of Section 28, T. 29 N., R. 111 W., 6TH PM., thence S.85°12'30"E. 45 feet, more or less, on said land and being in Lot 5 of said Section 28.

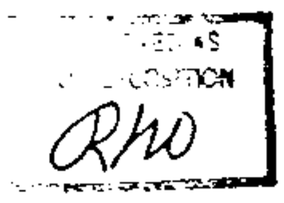
Beginning in the first above described survey line on the Grantor's land at a point 3775 feet north and 2931 feet east, more or less, from the southwest corner of Section 28,T. 29 N.,R. 111 W., 6TH PM.,

thence N. 65°14'30" E. 45 feet, more or less, on said land and being in Lot 5 of said Section 28.

Beginning in the first above described survey line on the Grantor's land at a point 877 feet south and 2,223 feet east, more or less, from the northwest corner of Section 28,T. 29 N.,R. 111 W., 6TH PM., thence S.46°12'30"W. 30 feet, more or less, on said land and being in Lot 3 of said Section 28.

Beginning in the first above described survey line on the Grantor's land at a point 543 feet south and 1952 feet east, more or less, from the northwest corner of Section 28,T. 29 N.,R. 111 W., 6TH PM., thence N.32°46'30"E. 30 feet, more or less, on said land and being in Lot 3 of said Section 28.

Beginning in the first above described survey line on the Grantor's land at a point 459 feet south and 1628 feet east, more or less, from the northwest corner of Section 28,T. 29 N.,R. 111 W., 6TH PM., thence N.6°56'E. 40 feet, more or less, on said land and being in Lot 3 of said Section 28.



Beginning in the first above described survey line on the Grantor's land at a point 466 feet south and 951 feet east, more or less, from the northwest corner of Section 28.T. 29 N.,R. 111 W., 6TH PM., thence S.89°21'W. 45 feet, more or less, on said land and being in Lot 4 of said Section 28.

Beginning in the first above described survey line on the Grantor's land at a point 466 feet south and 951 feet east, more or less, from the northwest corner of Section 28.T. 29 N.,R. 111 W., 6TH PM., thence S.17°53'E. 45 feet, more or less,on said land and being in Lot 4 of said Section 28.

One new pole described as follows:

One new pole located in an existing powerline on the Grantor's land at a point 1215 feet north and 1079 feet east, more or less, from the southwest corner of

Section 28,T. 29 N.,R. 111 W.,6TH PM., and being in the NE 1/4 of the SW 1/4 of said Section 28

Together with all rights of ingress and egress necessary or convenient for the full and complete use,occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hand of the Grantor this 25 day of July, 19 90.

FRANK FEAR CATTLE CO.
Company

By Frank Fear
President

Attest: [signature]
Secretary

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

The foregoing instrument was acknowledged before me by Frank Fear, the — President of Frank Fear Cattle Co, a corporation, in behalf of said corporation, this 25 day of July, A.D. 90.

WITNESS my hand and official seal.

My Commission expires:

June 30, 1991

[signature]
Notary Public

Residing at Evanston, Uinta Co, WY

Description Approved RHO

Form & Execution Approved _____ File No.

WTL/WP50/EASEMENT/6740187.1

231530

RECORDED Dec. 21 19 90 2:15 P.M.
IN BOOK 58 Misc. PAGE 231
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

WY CORP-8/88
LAJ/0501.3

6695258

050190
Page 1 of 3

EASEMENT

1.
BENEFICIAL OIL COMPANY, a corporation doing business in the State of Wyoming, Grantor, hereby conveys and warrants 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, an easement and right of way for the erection, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of electric transmission and distribution lines, communications circuits, fiber optic cables and associated facilities, and three poles and six guy anchors, with the necessary guys, stubs, crossarms, braces and other attachments affixed thereto, for the support of said lines and circuits, on, over, under and across real property located in Sublette County, Wyoming, described as follows:

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

Beginning at a pole in an existing power line on the Grantor's land at a point 1410 feet south and 965 feet west, more or less, from the northeast corner of Section 20, T.27 N., R.112 W., 6th P.M., thence S.49°41'E. 117 feet, thence N.40°09'E. 541.6 feet, thence N.49°41'W. 115.5 feet to a pole in an existing power line on said land, and being in Lot 1 and the NE1/4 of the NE1/4 of said Section 20.

RIGHT TO DESCRIPTION
RHO

Beginning in the above described survey line on the Grantor's land at a point 1410 feet south and 965 feet west, more or less, from the northeast corner of Section 20, T.27 N., R.112 W., 6th P.M., thence N.49°41'W. 36 feet, more or less, on said land and being in Lot 1 of said Section 20.

Beginning in the first above described survey line on the Grantor's land at a point 1410 feet south and 965 feet west, more or less, from the northeast corner of

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Section 20, T.27 N., R.112 W., 6th P.M., thence N.40°19'E. 37 feet, more or less, on said land, and being in Lot 1 of said Section 20.

Beginning in the first above described survey line on the Grantor's land at a point 1480 feet south and 875 feet west, more or less, from the northeast corner of Section 20, T.27 N., R.112 W., 6th P.M., thence S.4°46'E. 35 feet, more or less, on said land and being in Lot 1 of said Section 20.

Beginning in the first above described survey line on the Grantor's land at a point 1080 feet south and 535 feet west, more or less, from the northeast corner of Section 20, T.27 N., R.112 W., 6th P.M., thence N.85°14'E. 35 feet, more or less, on said land and being in the NE1/4 of the NE1/4 of said Section 20.

Beginning in the first above described survey line on the Grantor's land at a point 1005 feet south and 620 feet west, more or less, from the northeast corner of Section 20, T.27 N., R.112 W., 6th P.M., thence S.40°19'W. 36 feet, more or less, on said land and being in the NE1/4 of the NE1/4 of said Section 20.

APPROVED AS TO DESCRIPTION RHO

Beginning in the first above described survey line on the Grantor's land at a point 1005 feet south and 620 feet west, more or less, from the northeast corner of Section 20, T.27 N., R.112 W., 6th P.M., thence N.49°41'W. 34 feet, more or less, on said land and being in the NE1/4 of the NE1/4 of said Section 20.

This easement is to be in force and effect for a period of forty years from the date of execution at which time it will become null and void and any rights granted herein by the Grantor's will revert to the Grantor's, its successors in interest or assigns.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all

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rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hand of the Grantor this 24th day of October, 1990.

Beneficial Oil Co.
Company

By J. R. Scoville
President

Attest: Allan R. Scoville
Secretary

STATE OF UTAH)
:ss.
COUNTY OF Weber)

On the 24 day of October, 1990, personally appeared before me, James R. Scoville, who being by me duly sworn did say that he is the President of Beneficial Oil Co., a corporation, and that said instrument was signed in behalf of said corporation by authority of Board of Directors and said Allan R. Scoville acknowledged to me that said corporation executed the same.

My Commission expires:

10-25-93

Bruce F. Shepherd
Notary Public

Residing at Ogden

Description Approved RHO

Form & Execution Approved _____ File No.

Notary Public
BRUCE F. SHEPHERD
2910 Washington Blvd.
Ogden, Utah 84401
My Commission Expires
October 25, 1993
State of Utah

234

231531

RECORDED Dec. 21 19 90 2:15 P M
IN BOOK 58 Misc. PAGE 234
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

WY IND-1/89

PN 6725584
090790

EASEMENT

2R

Carl Ingersoll ~~and~~ ~~Pearl~~, ~~his wife~~, Grantor ____, do ____ hereby convey and warrant to PacifiCorp, an Oregon corporation, dba Utah Power & Light Company, whose principal place of business is located at 1407 West North Temple, Salt Lake City, Utah, its successors in interest and assigns, Grantee, for the sum of Ten ($10.00) Dollars and other valuable consideration, a perpetual easement and right of way for the erection, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of electric transmission and distribution lines, communications circuits, fiber optic cables and associated facilities, and one pole and one guy anchor, with the necessary guys, stubs, crossarms, braces and other attachments affixed thereto, for the support of said lines and circuits, on, over, under and across real property located in Sublette County, Wyoming, described as follows:

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

RLW

Beginning at the north boundary fence of the Grantors' land at a point 341 feet north and 1149 feet west, more or less, from the east one quarter corner of Section 11, T. 33 N., R. 109 W., 6TH P.M., thence S.12°30' W. 45 feet, more or less, on said land and being in the SE 1/4 of the NE 1/4 of said Section 11.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and

all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hand of the Grantor, this 16 day of November, 1990.

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

The foregoing instrument was acknowledged before me by Carl Ingersoll ~~and~~ ~~his wife,~~ this 20 day of November, 1990.

WITNESS my hand and official seal.

My Commission expires:

June 30, 1991

Notary Public

Residing at Evanston, Uinta Co, WY

Description Approved RHO

Form & Execution Approved _____ File No.

EUGENE CRAIG NELSON NOTARY PUBLIC UINTA COUNTY WYOMING

WTL/WP50/E/6725584.2

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT FBNF LIMITED PARTNERSHIP, a Wyoming limited partnership, of Sublette County, State of Wyoming, grantor, for and in consideration of the sum of Ten ($10.00) Dollars and other valuable considerations, receipt of which is hereby acknowledged, have granted and conveyed, and by these presents DOES GRANT and CONVEY unto the COUNTY OF SUBLETTE, STATE OF WYOMING, grantee, its successors and assigns, an EASEMENT for a right of way to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to wit:

NORTH PINEY COTTONWOOD COUNTY ROAD NO. 23-143

That part of Lots 8 and 9, Section 11, T32N, R113W, Sublette County, Wyoming, being part of that tract of record in the Office of the Clerk of Sublette County, Wyoming, in Book 29 of Deeds on Page 86, lying and being situate within the bounds of NORTH PINEY COTTONWOOD COUNTY ROAD NO. 23-143 as described in attached Exhibit "A".

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

GRANTOR also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance; including but not limited to, the right of corporations organized under the laws of this State or of any other state or of the United States 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 Section 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 desired engineering specifications as may be applicable to public roads.

GRANTEE agrees to construct culverts of suitable size across such ditches and laterals of the party of the first part as necessary for proper operation of his present irrigation system.

GRANTOR, its successors and assigns shall all have full use and enjoyment of the said premises except for the uses and purposes hereinbefore granted. GRANTEE shall have full right of ingress and egress to and from said described lands for the purpose of exercising the rights herein granted.

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

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed by its duly authorized partners, on this 10th day of Dec, 1990.

231541

RECORDED Dec. 26 1990 8:40 A M
IN BOOK 58 Misc. PAGE 236
FEES $ N/C Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mon Riley

FBNF LIMITED PARTNERSHIP

General Partner

General Partner

STATE OF New York)

§

COUNTY OF New York)

The foregoing instrument was acknowledged before me by _____ Freddy Botur and Nicholas Forstmann, this 14th day of December, 1990.

Witness my hand and official seal.

Laurie De Vaul
Notary Public

LAURIE DE VAUL
Notary Public, State of New York
No. 30-4816685
Qualified in N.Y. County
Commission Expires June 30, 1992

My Commission Expires:

NORTH PINEY COTTONWOOD COUNTY ROAD NO. 23-143
Exhibit "A"

To-wit:--

A strip of land 100 feet in width being part of the NW¼SW¼ and SW¼NW¼ of Section 11, E½NE¼ and NW¼NE¼ of Section 10, SW¼SE¼ and SW¼ of Section 3, NE¼SE¼, S½NE¼, Lot 2 (NW¼NE¼), and Lot 3 (NE¼NW¼) of Section 4, T30N, R112W; and the S½SW¼ and NW¼SW¼ of Section 33, N½SE¼, SW¼NE¼, S½NW¼, and NW¼NW¼ of Section 32, SE¼NE¼ and N½NE¼ of Section 31, W½SE¼, E½SW¼, and E½NW¼ of Section 30, E½W½ and Lots 1, 2, 3, and 4 of Section 19, Lot 4 of Section 18, T31N, R112W; S½SE¼, NW¼SE¼, E½SW¼, NW¼SW¼ and SW¼NW¼ of Section 13, SE¼NE¼ and N½NE¼ of Section 14, SE¼, S½NE¼, NW¼NE¼, E½NW¼, NW¼NW¼ of Section 11, NE¼NE¼ of Section 10, S½S½ and NW¼SW¼ of Section 3, SE¼SE¼, N½SE¼, N½SW¼ and SW¼NW¼ of Section 4, NE¼SE¼ and E½NE¼ of Section 5, T31N, R113W; S½SE¼, NW¼SE¼, N½SW¼ and W½NW¼ of Section 32, W½W½, NE¼SW¼ and E½NW¼ of Section 29, SW¼SW¼ of Section 20, S½SE¼, NW¼SE¼, and W½NE¼ of Section 19, S½SE¼ and NE¼SE¼ of Section 18, W½SW¼, NE¼SW¼, S½NW¼, S½NE¼ and NE¼NE¼ of Section 17, NW¼NW¼ of Section 16, S½SW¼ and S½SE¼ of Section 9, SW¼, N½SE¼ and SE¼NE¼ of Section 10, NW¼SW¼, Lot 4, Lot 7, Lot 8, Lot 6 and Lot 9 of Section 11, T32N, R113W,

Sublette County, Wyoming with the center-line described as follows:

BEGINNING at P.I. 1 identical with Station 14+50 of a Wyoming Highway Department previous survey within the right-of-way of the North Piney Cottonwood County Road No. 23-143, S49°-57'E, 1245.10 feet from the west one-quarter corner of said Section 11,
thence N44°-57'W, 5504.30 feet to P.I. 2;
thence N46°-49'W, 3359.93 feet to P.I. 3;
thence N50°-50'W, 4462.97 feet to P.I. 4 on the north line of said Section 4, T30N, R112W, N89°-18'W, 705.17 feet from the north one-quarter corner of said Section 4;
thence N49°-34'W, 3515.33 feet to P.I. 5;
thence N78°-10'W, 875.27 feet to P.I. 6;
thence N61°-50'W, 2569.28 feet to P.I. 7, N76°-09'W, 4077.36 feet from the east one-quarter corner of said Section 32, T31N, R112W;
thence N68°-44'W, 3287.18 feet to P.I. 8;
thence N55°-25'W, 536.16 feet to P.I. 9;
thence N13°-15'W, 1148.84 feet to P.I. 10;
thence N12°-42'W, 3925.21 feet to P.I. 11, S44°-33'W, 4627.26 feet from the east one-quarter corner of said Section 19, T31N, R112W;
thence N17°-39'W, 1887.51 feet to P.I. 12;
thence N08°-49'W, 1075.50 feet to P.I. 13;
thence N02°-04'E, 1699.13 feet to P.I. 14;
thence N01°-00'W, 1017.99 feet to P.I. 15;
thence N30°-11'W, 685.53 feet to P.I. 16, N74°-22'E, 434.23 feet from the southwest corner of said Section 18, T31N, R112W;
thence N57°-02'W, 520.67 feet to P.I. 17;
thence N73°-18'W, 346.26 feet to P.I. 18;
thence N80°-26'W, 1582.72 feet to P.I. 19;
thence N49°-47'W, 344.50 feet to P.I. 20;
thence N58°-34'W, 1044.36 feet to P.I. 21;
thence N46°-49'W, 839.43 feet to P.I. 22;
thence N48°-01'W, 1945.24 feet to P.I. 23;
thence N56°-20'W, 580.46 feet to P.I. 24;

N Scherbel
EYOR SCHERBEL LTD
ed Land Surveyor No 184
ney, Wyoming 83113

[redacted] "Modification in any way of the fo[redacted]scription terminates liability of the surveyo[redacted]

thence N65°-00'W, 509.96 feet to P.I. 25;
thence N70°-00'W, 559.48 feet to P.I. 26;
thence N00°-57'E, 2717.55 feet to P.I. 27, N68°-04'E, 4279.07 feet from the
southwest corner of said Section 11;
thence N22°-56'W, 430.81 feet to P.I. 28;
thence N57°-26'W, 216.34 feet to P.I. 29;
thence N42°-38'W, 634.26 feet to P.I. 30;
thence N50°-02'W, 1247.40 feet to P.I. 31;
thence N25°-26'E, 89.44 feet to P.I. 32;
thence S84°-43'E, 181.11 feet to P.I. 33;
thence S72°-11'E, 1416.75 feet to P.I. 34;
thence N81°-45'E, 161.25 feet to P.I. 35;
thence N10°-36'W, 121.65 feet to P.I. 36;
thence N50°-40'W, 893.76 feet to P.I. 37;
thence N67°-28'W, 3188.21 feet to P.I. 38;
thence N71°-09'W, 1170.47 feet to P.I. 39;
thence N75°-49'W, 3483.68 feet to P.I. 40;
thence N80°-59'W, 1930.18 feet to P.I. 41;
thence N83°-28'W, 3148.14 feet to P.I. 42;
thence N81°-40'W, 729.93 feet to P.I. 43;
thence N53°-34'W, 656.05 feet to P.I. 44;
thence N28°-41'W, 2075.38 feet to P.I. 45;
thence N08°-44'E, 466.91 feet to P.I. 46;
thence N21°-21'W, 404.96 feet to P.I. 47;
thence N50°-54'W, 340.60 feet to P.I. 48;
thence N39°-25'W, 434.14 feet to P.I. 49;
thence N54°-04'W, 1228.01 feet to P.I. 50;
thence N44°-35'W, 523.44 feet to P.I. 51;
thence N75°-42'W, 601.67 feet to P.I. 52;
thence N51°-20'W, 1562.04 feet to P.I. 53;
thence N01°-30'E, 4785.07 feet to P.I. 54;
thence N26°-46'E, 384.70 feet to P.I. 55;
thence N39°-06'E, 340.59 feet to P.I. 56;
thence N15°-34'E, 417.62 feet to P.I. 57;
thence N10°-47'W, 1907.03 feet to P.I. 58;
thence N59°-22'W, 937.93 feet to P.I. 59;
thence S88°-52'W, 279.99 feet to P.I. 60;
thence N78°-56'W, 757.11 feet to P.I. 61;
thence N61°-33'W, 1701.76 feet to P.I. 62;
thence N39°-47'W, 256.12 feet to P.I. 63;
thence N04°-54'E, 4002.10 feet to P.I. 64, N85°-56'W, 1913.50 feet from the
southeast corner of said Section 18, T32N, R113W;
thence N38°-59'E, 195.82 feet to P.I. 65;
thence N73°-02'E, 1173.07 feet to P.I. 66;
thence N38°-27'E, 914.52 feet to P.I. 67;
thence N39°-17'E, 297.38 feet to P.I. 68;
thence N50°-29'E, 1445.40 feet to P.I. 69;
thence N56°-50'E, 1078.81 feet to P.I. 70;
thence N32°-17'E, 1032.57 feet to P.I. 71;
thence N79°-37'E, 265.40 feet to P.I. 72;
thence N51°-34'E, 2243.80 feet to P.I. 73;
thence N60°-42'E, 692.10 feet to P.I. 74;
thence N62°-48'E, 1349.38 feet to P.I. 75;
thence N89°-13'E, 1252.74 feet to P.I. 76;
thence N87°-06'E, 532.30 feet to P.I. 77;
thence N69°-44'E, 4127.33 feet to P.I. 78;
thence N71°-05'E, 747.60 feet to P.I. 79;
thence N74°-17'E, 5137.63 feet to P.I. 80;
thence S89°-41'E, 650.00 feet to P.I. 81 within the right-of-way of the
Cottonwood-Ryegrass County Road No. 23-117, S51°-30'E, 1580.83 feet
from the southwest corner of Section 31, T33N, R112W, Sublette County,
Wyoming;

all in accordance with the plats prepared for the NORTH PINEY COTTONWOOD COUNTY ROAD NO. 23-143 dated 5 October 1981, prepared from a survey made by the Bureau of Land Management in Pinedale, Wyoming and from a survey made by Paul N. Scherbel, Registered Land Surveyor No. 164 through Sections 17, 16, 9 and 10, T32N, R113W and from records of the Wyoming Highway Department shown on Sheet 1 of said County Road.

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

22 January 1982

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

DEED GRANTING EASEMENT

WYOMING LEASING COMPANY, INC., a Wyoming corporation, 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 SPENCE CONSTRUCTION COMPANY, a Wyoming corporation, GRANTEE, the following described easement of right-of-way, to-wit:

> A right-of-way 60 feet in width through portions of the Fishtail Lot Division, a Lot Division of record in the office of the Sublette County Clerk, located in Lot 1 and through portions of Lot 2, both in Section 7, Township 33 North, Range 108 West of the 6th P.M., Sublette County, Wyoming, being 30 feet on each side of the following described Center Line:
> BEGINNING at a point in the right of way of the Fayette-Pole Creek County Road, Sublette County Road 23-121, said point being on the North line of Lot 1, Section 7, which is also the North line of the Fishtail Lot Division, said point being located N 89°10'17" W a distance of 531.90 feet from the Northeast corner of Lot 1, Section 7, and the Northeast corner of the Fishtail Lot Division;
> THENCE from said point of beginning S 08°22'19" W a distance of 1334.75 feet to a point on the South line of Lot 1, Section 7, and the Fishtail Lot Division (the foregoing being identical to the right-of-way as shown on the plat of the Fishtail Lot Division);
> THENCE entering Lot 2, Section 7, and continuing S 08°22'19" W a distance of 30.27 feet;
> THENCE N 89°13'56" W, parallel to the North line of Lot 2, Section 7, a distance of 140 feet, more or less, to the Center Line of an existing road;
> THENCE S 40° W along the Center Line of the existing road a distance of 640 feet, more or less, to a point 30 feet East of the West line of Lot 2, Section 7;
> THENCE S 00°50'09" W, parallel to the West line of Lot 2, Section 7, a distance of 540 feet, more or less, to the North line of that tract of land described in Book 28 of Deeds, Page 558, in the office of the Sublette County Clerk.

This easement is for the benefit of and appurtenant to a tract of land in the S½SW¼NW¼ and the NW¼NW¼SW¼ of Section 7, Township 33 North, Range 108 West of the 6th P.M., Sublette County, Wyoming, and described as follows:

> BEGINNING at the Southwest corner of the S½SW¼NW¼ of Section 7, a stone monument, thence N 00°01'29.4" E along the West line of the S½SW¼NW¼ a distance of 289.31 feet to a point; thence S 89°55'50.2" E a distance of 812.05 feet to a point on a line between the Northeast corner of the SW¼NW¼ and the Northeast corner of the NW¼NW¼SW¼; thence along said line S 26°37'01.2" W a distance of 328.88 feet to the Northeast corner of the NW¼NW¼SW¼; thence along the line between the Northeast corner of the NW¼NW¼SW¼ and the Southwest corner of the NW¼SW¼ S 26°45'24.2" W a distance of 430.26 feet to a point; thence N 89°55'50.2" W a distance of 471.13 feet to a point on the West line of the NW¼NW¼SW¼; thence North (Base bearing) along the West line of the NW¼NW¼SW¼ a distance of 389.32 feet to the point of beginning.

231609

RECORDED Dec. 28 1990 2:22 PM
IN BOOK 58 Misc. PAGE 240
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK

IN WITNESS whereof this Easement is executed this 28th day of ~~March~~ December, 1990.

WYOMING LEASING COMPANY, INC.,
a Wyoming Corporation

By: John M. Sulenta

Title: Pres.

ATTEST:

[SEAL]

Secretary

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by WYOMING LEASING COMPANY, INC., this 28th day of ~~March~~ December, 1990, by John M. Sulenta, its president, and attested to and sealed by its secretary.

Witness my hand and official seal.

Jan Riley
Notary Public

My Commission expires: 10-2-93

Jan Riley - Notary Public
County of Sublette
State of Wyoming
My Commission expires Oct. 2, 1993

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

BIG SANDY ELKHORN COUNTY ROAD NO. 23-118
That part of the NE¼NE¼, Section 27, T31N, R106W, being part of that tract of record in the Office of the Clerk of Sublette County, in Book 27 of Deeds on page 306, lying and being situate within the bounds of BIG SANDY ELKHORN COUNTY ROAD NO. 23-118 as described in that affidavit of record in said office in Book 58 of Miscellaneous Records on page 87.

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

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance; including but not limited to, the right of corporations organized under the laws of this State or of any other state or of the United States 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 desired engineering specifications as may be applicable to public roads.

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

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

WITNESS OUR ~~HANDS~~ hereto this 26th day of December, 1990.

Michael H. Werner

Gertrude M. Werner

STATE OF Wyoming)
COUNTY OF Sweetwater) ss

The foregoing instrument was acknowledged before me by Michael H. Werner & Gertrude M. Werner, this 26th day of December, 1990.
Witness my hand and official seal.

231615

Emily A. Lyon
Notary Public

My Commission Expires: 7-20-93

RECORDED Dec. 31 '90 1:30 P M
IN BOOK 58 Misc. PAGE 242
FEES $ N/C Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [redacted] Deputy

THIS INSTRUMENT PREPARED BY:
William J. Voges, Esquire
Post Office Box 2860
Daytona Beach, FL 32120-2860

TRUSTEE'S CERTIFICATE

The undersigned, SUSAN SPEAR ROOT, a Successor Trustee of the Chapman S. Root Revocable Trust Under Trust Agreement Dated February 15, 1978, hereby certifies as follows:

1. She is a Successor Trustee of the Chapman S. Root Revocable Trust Under Trust Agreement Dated February 15, 1978.

2. Chapman S. Root, the original Trustee of the Chapman S. Root Revocable Trust Under Trust Agreement Dated February 15, 1978, died on July 2, 1990.

3. A certified copy of Chapman S.Root's Death Certificate is attached hereto.

Susan Spear Root
SUSAN SPEAR ROOT

Sworn to and subscribed before me
this 21 day of December, 1990.

VICKI JONES NOTARY PUBLIC STATE OF FLORIDA

Vicki R Voges
Notary Public, State of Florida
My Commission expires:
Notary Public, State of Florida
My Commission Expires June 19, 1993
Bonded Thru Troy Fain - Insurance Inc.

vj\d
ssr.aff

231617

RECORDED Dec. 31 19 90 2:15 P M
IN BOOK 58 Misc. PAGE 243
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

CERTIFICATE OF DEATH/STATE OF GEORGIA

Birth Number

Local File Number 02504

State File Number

TYPE OR PRINT IN PERMANENT BLACK OR BLUE BLACK Ink

DECEDENT'S NAME (First, Middle, Last)

1a CHAPMAN SHAW ROOT

IF DECEDENT IS FEMALE, ENTER MAIDEN LAST NAME 1b

SEX 2 MALE

DATE OF DEATH (Mo., Day, Year) 3 JULY 2, 1990

RACE (White, Black, Amer. Indian, etc.) (Specify) 4 White

ORIGIN OF DECEDENT (Italian, Mex., French, English, etc.) 5 American

DATE OF BIRTH (Mo., Day, Year) 6 May 8, 1925

AGE (Last Birthday) (Years) 7a 65

UNDER 1 YEAR: Mos. 7b | Days | UNDER 1 DAY: Hours 7c | Mins

COUNTY OF DEATH 8a DeKalb

DECEASED

Usual Residence Where Deceased Lived If Death Occurred In Institution. See Handbook Regarding Completion of Residence Items

CITY, TOWN, or LOCATION OF DEATH 8b Atlanta

HOSPITAL OR OTHER INSTITUTION NAME (If not a home, give street and No.) 8c Emory University Hospital

IF HOSPITAL OR INSTITUTION (Inpatient, ER/Outpatient, DOA, Other) (Specify) 8d Inpatient

STATE AND COUNTY OF BIRTH (If not in USA, name Country) 10a Vigo Co, Ind.

CITIZEN OF WHAT COUNTRY? 10b USA

MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) 11 Married

SPOUSE (If married, or widowed, give spouse's name; wife, give maiden name) 12 Susan Spear

WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes or No) 13 Yes

SOCIAL SECURITY NUMBER 14 312-30-7848

USUAL OCCUPATION (Give kind of work done during most of working life, even if retired.) 15a Chairman of The Board

KIND OF INDUSTRY OR BUSINESS 15b Root Company (Soft Drink Bottling

RESIDENCE - STATE 16a Florida

COUNTY 16b Volusia

CITY, TOWN or LOCATION 16c Ormond Beach

STREET AND NUMBER 16d 541 N. Ocean Shore Blvd

INSIDE CITY LIMITS? (Yes or No) 16e Yes

PARENTS

FATHER'S NAME (First, Middle, Last) 17 William R. Root

MOTHER'S MAIDEN NAME (First, Middle, Last) 18 Virginia Shaw

INFORMANT

INFORMANT'S NAME (First, Middle, Last) 19a Mrs. Susan S. Root

MAILING ADDRESS (Street, R.F.D. No., City or Town, State, Zip) 19b 541 N. Ocean Shore Blvd, Ormond Beach, Fla. 32074

RELATIONSHIP 19c Wife

DISPOSITION

BURIAL, CREMATION, REMOVAL (Specify) 20a Burial

DISPOSITION DATE (Mo., Day, Year) 20b July 4, 1990

CEMETERY OR CREMATORY NAME 20c Volusia Memorial Park

LOCATION (City or Town, State, Zip, County) 20d Ormond Beach, Volusia, Florida

FUNERAL DIRECTOR (Signature) 21a Fred C. Turner

FUN DIR LICENSE NO 21b 2775

NAME AND ADDRESS OF FACILITY (Street, R.F.D. No., City or Town, State, Zip) 21c A. S. Turner & Sons, P. O. Box 430, Decatur, Georgia 30031

EST LICENSE NO 21f 21

EMBALMER (Signature) 21d L A Simms

EMBALMER LICENSE NO 21e 2979

CAUSE OF DEATH

Conditions If Any Which Gave Rise To Immediate Cause Stating The Underlying Cause Last

PART I

23 IMMEDIATE CAUSE (Enter only one cause per line for A, B and C.)

a. Cardiopulmonary arrest — Approximate interval between onset and death: 10 min

Due to, or as a consequence of

b. Pneumonia ; sepsis — Approximate interval between onset and death: 7 days

Due to, or as a consequence of

c. cholangitis, biliary obstruction — Approximate interval between onset and death: 14 days

PART II

24 OTHER SIGNIFICANT CONDITIONS (conditions contributing to death but not related to cause given in Part I.A) (If female, indicate if pregnant or birth occurred within 90 days of death) metastatic Squamous Cell Cancer of Skin

AUTOPSY (Yes or No) 25a No

IF YES, WERE FINDINGS CONSIDERED IN DETERMINING CAUSE OF DEATH? (Yes or No) 25b

If Infant Death, Indicate Birth Certificate No. of Mother(s)

WAS OPERATION PERFORMED? (Yes or No) 26a No

DATE OF OPERATION (Mo., Day, Year) 26b

CONDITIONS FOR WHICH OPERATION WAS PERFORMED (Specify) 26c

ACCIDENT, SUICIDE, HOMICIDE, UNDETERMINED (Specify) 27 No

DATE OF INJURY (Mo., Day, Year) 28a

DESCRIBE HOW INJURY OCCURRED 28b

HOUR OF INJURY 28c M

INJURY AT WORK? (Yes or No) 28d No

PLACE OF INJURY (Home, Farm, Street, Factory, Office, Etc.) (Specify) 28e

LOCATION (Street, R.F.D. No., City or Town, State, Zip, County) 28f

CERTIFIER

To Be Completed By CERTIFYING PHYSICIAN ONLY

29a To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) Stephen W. Schwarzmann MD

DATE SIGNED (Mo., Day, Year) 29b 7/2/90

HOUR OF DEATH 29c 8 40 A M

NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER 29d

To Be Completed By MEDICAL EXAMINER OR CORONER ONLY

30a 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, Year) 30b

HOUR OF DEATH 30c M

DATE PRONOUNCED DEAD (Mo., Day, Year) 30d ON

HOUR PRONOUNCED DEAD 30e AT

TYPE OR PRINT

NAME AND TITLE OF CERTIFIER (Physician, Medical Examiner or Coroner) 31a Stephen W. Schwarzmann M.D.

ADDRESS OF CERTIFIER (Street, R.F.D. No., City or Town, State, Zip) 31b 1365 Clifton Rd., N. E., Atlanta, Georgia

REGISTRAR

REGISTRAR (Signature) 32a Wanda Store

DATE RECEIVED BY REGISTRAR (Mo., Day, Year) 32b JUL 1 1990

DECEASED UNATTENDED BY A PHYSICIAN; OR (4) WAS ANY SUSPICIOUS OR UNUSUAL MANNER ASSOCIATED WITH THIS DEATH? IF "YES" TO EITHER 1, 2, 3, OR 4, PLEASE NOTIFY THE CORONER IN THE COUNTY WHERE THE BODY WAS FOUND OR THE DEATH OCCURRED. YES X NO

Form 3903 (Rev. 1-88) GEORGIA DEPARTMENT OF HUMAN RESOURCES VITAL RECORDS SERVICE

DO NOT FOLD THIS CERTIFICATE

"CERTIFICATE OF RECORD"

This is an exact copy of the Death Certificate received for filing in DeKalb County.

County Custodian Wanda Store

Issued by _____ Date 8/2/90

(Void without original signature and impressed seal.)

DEKALB COUNTY GEORGIA RECORDS REGISTRAR

C

ACCEPTANCE OF TRUST
BY SUSAN SPEAR ROOT AND CHARLES I. MOORE, JR.
AS SUCCESSOR CO-TRUSTEES
UNDER THAT CERTAIN TRUST AGREEMENT DATED FEBRUARY 15, 1978
CREATING THE
CHAPMAN S. ROOT REVOCABLE TRUST d/b/a ROOT CO.

WHEREAS, Chapman S. Root, as grantor and as initial trustee thereunder, did heretofore, on February 15, 1978, execute that certain trust agreement creating the Chapman S. Root Revocable Trust, and during his lifetime amended and restated that trust agreement (said trust agreement, as in effect on the date of the death of Chapman S. Root, being herein referred to as the "Trust Agreement"); and

WHEREAS said Chapman S. Root, as initial trustee under the said Trust Agreement, adopted and conducted business under the assumed name "ROOT CO."; and

WHEREAS, Chapman S. Root continued to be the initial and sole trustee under the said Trust Agreement until his death on July 2, 1990; and

WHEREAS Section 3.01 (A) of the said Trust Agreement as in effect on the date of the death of Chapman S. Root provides that:

> In the event of the death, resignation, refusal, removal or inability to act ("Unavailability") of the Grantor as Trustee of the Trust Estate, the Grantor's Wife [Susan Spear Root], Charles I. Moore, Jr. of Daytona Beach, Florida ("Moore"), and their successors (as provided below), and the survivors or survivor of them, shall serve as successor trustees of the Trust Estate and every separate trust hereunder.

NOW, THEREFORE, in accordance with the provisions of the said Trust Agreement, the undersigned Susan Spear Root and Charles I. Moore, Jr., effective immediately, do hereby ACCEPT the trusts created by said Trust Agreement and hereby AGREE to hold and dispose of the Trust Estate under the said Trust Agreement upon the trusts, and for the uses and purposes, therein set forth.

IN WITNESS WHEREOF, Susan Spear Root and Charles I. Moore, Jr., have executed this instrument on this 3rd day of July, 1990.

Susan Spear Root
SUSAN SPEAR ROOT

Charles I. Moore Jr.
CHARLES I. MOORE, JR.

231618

RECORDED Dec. 31 19 90 2:15 P M
IN BOOK 58 Misc. PAGE 245
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mar Riley

245

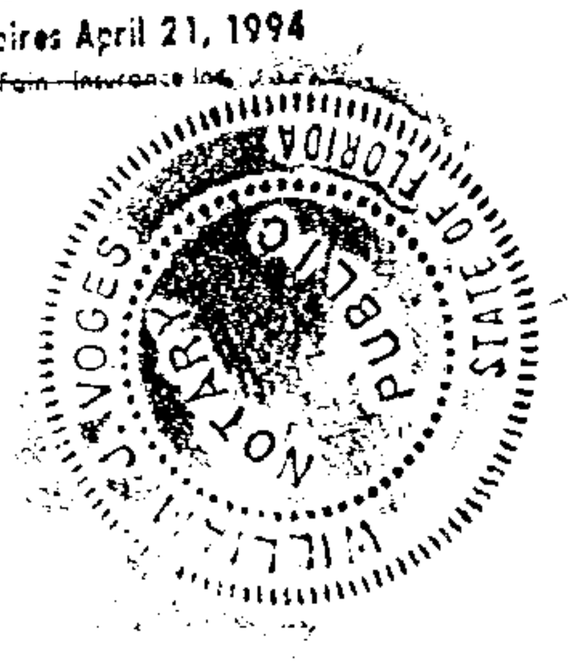
STATE OF FLORIDA)
) SS.
COUNTY OF VOLUSIA)

I, William S Voges, a Notary Public, do hereby certify that SUSAN SPEAR ROOT and CHARLES I. MOORE, JR., personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the successor co-trustees named to succeed Chapman S. Root as trustee under that certain Trust Agreement dated February 15, 1978, by and between Chapman S. Root, as Grantor, and Chapman S. Root, as initial Trustee thereunder, in accordance with provisions of said Trust Agreement as in effect on July 2, 1990, appeared before me this day in person and acknowledged that they signed this instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of July, 1990.

Notary Public

My Commission Expires: Notary Public, State of Florida My Commission Expires April 21, 1994 Bonded Thru Troy Fain-Insurance Inc.



The undersigned, adult beneficiaries of the Chapman S. Root Revocable Trust U/T/A dated February 15, 1978 hereby acknowledge delivery of the foregoing acceptance of trust by successor co-trustees on this 3rd day of July, 1990.

Susan S. Root
SUSAN S. ROOT

Charles I. Moore Jr.
CHARLES I. MOORE, JR.

Charles L. Caravati
CHARLES L. CARAVATI

Chapman J. Root II
CHAPMAN J. ROOT, II
Not individually, but as successor
Trustees Under the Chapman S. Root
1982 Living Trust U/T/A dated November 16, 1982

THIS INSTRUMENT PREPARED BY:

William J. Voges, Esquire
P. O. Box 2860
Daytona Beach, FL 32120-2860

CERTIFICATE

The undersigned, SUSAN S. ROOT and CHARLES I. MOORE, JR., hereby declare that on the 15th day of February, 1978, CHAPMAN S. ROOT as Grantor made and executed that certain Declaration of Trust, as amended, creating the Chapman S. Root Revocable Trust dated February 15, 1978, designating CHAPMAN S. ROOT as initial trustee thereunder and the undersigned, SUSAN S. ROOT and CHARLES I. MOORE, JR., as Successor Trustees.

The undersigned further certify and declare that they are the presently acting and duly authorized Successor Trustees of said Trust and in exercise of the powers of the Trustees under said Declaration of Trust, paragraphs (1) and (v) of Section 1, of Article V of said Declaration, we, SUSAN S. ROOT and CHARLES I. MOORE, JR., have delegated to CHAPMAN J. ROOT, II, whose signature appears below, all and singular of the ministerial and discretionary powers of SUSAN S. ROOT and CHARLES I. MOORE, JR., as Successor Trustees under said Declaration of Trust.

DATED this 22nd day of July, 1990.

Susan S. Root
SUSAN S. ROOT, Successor Trustee

Charles I. Moore Jr.
CHARLES I. MOORE, JR., Successor Trustee

Signature of CHAPMAN J. ROOT, II

Chap J. Root II
CHAPMAN J. ROOT, II

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared SUSAN S. ROOT and CHARLES I. MOORE, JR., to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3RD day of July, 1990.

Notary Public, State of Florida
My Commission expires:

Notary Public State of Florida
My Commission Expires April 21, 1994
Bonded Thru Notary Public Underwriters

CERTIFICATE

The undersigned, SUSAN S. ROOT and CHARLES I. MOORE, JR., hereby declare that on the 15th day of February, 1978, CHAPMAN S. ROOT as Grantor made and executed that certain Declaration of Trust, as amended, creating the Chapman S. Root Revocable Trust dated February 15, 1978, designating CHAPMAN S. ROOT as initial trustee thereunder and the undersigned, SUSAN S. ROOT and CHARLES I. MOORE, JR., as Successor Trustees.

The undersigned further certify and declare that they are the presently acting and duly authorized Successor Trustees of said Trust and in exercise of the powers of the Trustees under said Declaration of Trust, paragraphs (1) and (v) of Section 1, of Article V of said Declaration, we, SUSAN S. ROOT and CHARLES I. MOORE, JR., have delegated to CHARLES L. CARAVATI, whose signature appears below, all and singular of the ministerial and discretionary powers of SUSAN S. ROOT and CHARLES I. MOORE, JR., as Successor Trustees under said Declaration of Trust.

DATED this 22nd day of July, 1990.

Susan S. Root
SUSAN S. ROOT, Successor Trustee

Charles I. Moore Jr.
CHARLES I. MOORE, JR., Successor Trustee

Signature of CHARLES L. CARAVATI

Charles L. Caravati
CHARLES L. CARAVATI

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared SUSAN S. ROOT and CHARLES I. MOORE, JR., to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of July, 1990.

Notary Public, State of Florida
My Commission expires: Notary Public, State of Florida
My Commission Expires April 21, 1994
Bonded Thru Troy Fain - Insurance Inc.

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C

ACCEPTANCE OF TRUST
BY SUSAN SPEAR ROOT, CHARLES I. MOORE, JR., CHARLES L. CARAVATI AND CHAPMAN J. ROOT, II AS SUCCESSOR CO-TRUSTEES UNDER THAT CERTAIN TRUST AGREEMENT DATED NOVEMBER 16, 1982, CREATING THE CHAPMAN S. ROOT 1982 LIVING TRUST

WHEREAS, Chapman S. Root, as grantor and as initial trustee thereunder, did heretofore, on November 16, 1982, execute that certain trust agreement creating the Chapman S. Root 1982 Living Trust, and during his lifetime amended that trust agreement (said trust agreement, as in effect on the date of the death of Chapman S. Root being herein referred to as the "Trust Agreement"); and

WHEREAS, Chapman S. Root continued to be the initial and sole trustee under the said Trust Agreement until his death on July 2, 1990; and

WHEREAS Section 9.01 (A) of the said Trust Agreement as in effect on the date of the death of Chapman S. Root provides that:

> In the event of the death, resignation, refusal, removal or inability to act ("Unavailability") of the Grantor as Trustee of the Trust Estate, then the Grantor's Wife [Susan Spear Root], and Charles I. Moore, Jr. of Daytona Beach, Florida ("Moore"), and Charles L. Caravati, of Daytona Beach, Florida ("Caravati"), and the Grantor's son, Chapman J. Root, II, and their successors (as provided below), and the survivors or survivor of them, shall serve as successor trustees of the Trust Estate, the Marital Trust, the Family Trust, and every separate trust hereunder.

NOW, THEREFORE, in accordance with the provisions of the said Trust Agreement, the undersigned Susan Spear Root, Charles I. Moore, Jr., Charles L. Caravati and Chapman J. Root, II, effective immediately, do hereby ACCEPT the trusts created by said Trust Agreement and hereby AGREE to hold and dispose of the Trust Estate under the said Trust Agreement upon the trusts, and for the uses and purposes, therein set forth.

IN WITNESS WHEREOF, Susan Spear Root, Charles I. Moore, Jr., Charles L. Caravati and Chapman J. Root, II have executed this instrument on this 3rd day of July, 1990.

Susan Spear Root
SUSAN SPEAR ROOT

Charles I. Moore Jr.
CHARLES I. MOORE, JR.

Charles L. Caravati
CHARLES L. CARAVATI

C J Root II
CHAPMAN J. ROOT, II

231615

RECORDED Dec. 31 1990 2:15 PM
IN BOOK 58 MISC. PAGE 252
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Kelly

STATE OF FLORIDA)
) SS.
COUNTY OF VOLUSIA)

I, William T. Voges, a Notary Public, do hereby certify that SUSAN SPEAR ROOT and CHARLES I. MOORE, JR., CHARLES L. CARAVATI and CHAPMAN J. ROOT, II personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the successor co-trustees named to succeed Chapman S. Root as trustee under that certain Trust Agreement dated November 16, 1982, by and between Chapman S. Root, as Grantor, and Chapman S. Root, as initial Trustee thereunder, in accordance with provisions of said Trust Agreement as in effect on July 2, 1990, appeared before me this day in person and acknowledged that they signed this instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of July, 1990.

Notary Public

My Commission Expires: Notary Public, State of Florida My Commission Expires April 21, 1994 Bonded Thru Troy Fain-Insurance Inc.

The undersigned, an adult beneficiary under the Chapman S. Root 1982 Living Trust U/T/A dated November 16, 1982, hereby acknowledges delivery of the foregoing acceptance of trust by successor co-trustees on this 3rd day of July, 1990.

Susan Spear Root
SUSAN SPEAR ROOT

THIS INSTRUMENT PREPARED BY:

William J. Voges,Esquire
P. O. Box 2860
Daytona Beach, FL 32120-2860

$42.00

RECORDED Dec. 18, 1990 9A M.
IN BOOK 292PR 645 SUBLETTE CO. WYO.
NO. 226921 [illegible] SUBLETTE, CLERK

AMENDMENT TO THE DECLARATION OF THE
WILLIAM Q. HEINTZE TRUST DATED
FEBRUARY 13, 1986

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William Q. Heintze, called the "Settlor" or the "Trustee" amends his Trust as follows:

1. Delete and cancel Paragraph FOURTH, subparagraph (a) (2) contained in the AMENDMENT TO THE DECLARATION OF TRUST WILLIAM Q. HEINTZE, DATED FEBRUARY 13, 1986, which was executed on July 22, 1986 at Tustin, California.

2. Delete and cancel Paragraph FOURTH, subparagraph (a) (4) contained in the AMENDMENT TO DECLARATION OF TRUST WILLIAM Q. HEINTZE DATED FEBRUARY 13, 1986, which was executed on July 22, 1986.

3. Delete and cancel Paragraph FOURTH, subparagraph (a) (1) contained in the DECLARATION OF TRUST WILLIAM Q. HEINTZE, DATED FEBRUARY 13, 1986.

4. Add a new Paragraph FOURTH, subparagraph (a) (1):

On the death of the Settlor, the Trustee shall hold, administer, and distribute the trust estate as follows:

5. Add new Paragraph FOURTH, subparagraph (a) (4):

On the death of the Settlor, the Trustee shall distribute to my daughter, RUTH ELAINE HEINTZE, my Mobil and Phillips U.S. Oil & Gas Royalties, if she survives me. If not, then they are to be distributed as a general asset of this trust. The Trustee is further instructed to distribute my holdings in Gallic and Vulcan Lode Claims and Lots 1 through 6 inclusive of Block 11, Capitol City, Colorado, to WILLIAM JAY HEINTZE and GEORGIA JILL DAIR, in equal shares, share and share alike, all to the survivor. The Trustee is further instructed to distribute my holdings in Belco/Enron Oil and Gas Royalty on Wyoming production to my children, RUTH ELAINE HEINTZE, WILLIAM JAY HEINTZE and GEORGIA JILL DAIR, in equal shares, share and share alike, all to the survivors.

231621

RECORDED January 2 1991 1:10 P M
IN BOOK 58 Misc. PAGE 254
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Nancy Ley

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IN WITNESS WHEREOF, the Settlor has caused these presents to be properly signed and sealed the day and year first above written.

WITNESSES:

SETTLOR:

William Q. Heintze
William Q. Heintze

STATE OF NEW JERSEY:
COUNTY OF BURLINGTON: SS

On this 8th day of November 1988, before me, personally appeared William Q. Heintze, known to me to be the individual described in and who executed the foregoing instruments as the Settlor, and he acknowledges to me that he executed same.

Notary Public

DAWN M. KUBER
Notary Public of New Jersey
My Commission Expires May 25, 1992

AMENDMENT TO
DECLARATION OF TRUST
WILLIAM Q. HEINTZE
DATED FEBRUARY 13, 1986

WILLIAM Q. HEINTZE, called the "Settlor" or the "Trustee", amends his Trust as follows:

1. Delete and cancel Paragraph FOURTH, subparagraph (a)(2).

2. Delete and cancel Paragraph FOURTH, subparagraph (a)(3).

3. Add new Paragraph FOURTH, subparagraph (a)(2):

The Settlor's interest in his furniture and furnishings, 1985 Buick Park Avenue Electra automobile and stereo equipment shall be distributed to PEGGY LOU HOAG.

4. Delete and cancel Paragraph FOURTH, subparagraph (a)(4).

5. Delete and cancel Paragraph FOURTH, subparagraph (a)(4)(b).

6. Add new Paragraph FOURTH, subparagraph (a)(4):

On the death of the Settlor, whether or not he is then married to PEGGY, the Trustee shall distribute to my Daugher, RUTH ELAINE HEINTZE, my Mobil and Phillips U.S. Oil & Gas royalties, if she survives me. If not, then they are to be distributed as a general asset of this trust. The Trustee is further instructed to distribute my holdings in Gallic and Vulcan Lode Claims and Lots 1 through 6 inclusive of Block 11, Capitol City, Colorado, to WILLIAM JAY HEINTZE and GEORGIA JILL DAIR, in equal shares, share and share alike, all to the survivor. The Trustee shall then divide the remainder of the trust estate into equal shares, one for each then living child of the Settlor.

Each share allocated to a living child of the Settlor shall be distributed to that child free of trust, all to the survivor.

7. Delete and cancel Paragraph TENTH, Subparagraph (a).

8. Add new Paragraph TENTH, Subparagraph (a):

In the event of the death, disability or resignation of WILLIAM Q. HEINTZE as Trustee or if he shall for any reason cease to act as Trustee, then, if RUTH ELAINE HEINTZE is living and not otherwise disqualified as a beneficiary of this trust pursuant to Article FOURTH hereof, RUTH ELAINE HEINTZE shall act as Trustee. If RUTH ELAINE HEINTZE shall for any reason fail to qualify or cease to so act or, while so acting, shall cease to be a beneficiary hereunder, then GEORGIA JILL DAIR shall act as Trustee. GEORGIA JILL DAIR shall have the power to designate a substitute or successor Trustee to herself if she is unable or unwilling to act as Trustee.

Executed 22 July, 1987 at Truckee, California.

William Q. Heintze
WILLIAM Q. HEINTZE

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On JULY 22, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

WILLIAM Q. HEINTZE

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Charlene Mae Orr

OFFICIAL SEAL
CHARLENE MAE ORR
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. OCT. 8, 1990

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DECLARATION OF TRUST
WILLIAM Q. HEINTZE

WILLIAM Q. HEINTZE, called the "settlor" or the "trustee," depending on the context, declares that he has set aside and holds in trust certain of his assets. The trustee shall prepare an exhibit to be attached to this instrument from time to time describing such assets but all property standing in the name of the trustee in his capacity as such shall be subject to this instrument whether or not included in such exhibit.

FIRST: Property subject to this instrument is referred to as the "trust estate" and shall be held, administered, and distributed in accordance with this instrument.

SECOND: During the lifetime of the settlor, the trustee shall pay to or shall apply for the settlor's benefit, the net income of the trust estate in quarter-annual or more frequent installments.

If the trustee considers the net income insufficient, he shall pay to or apply for the benefit of the settlor as much of the principal of the trust estate as is necessary in the trustee's discretion for the settlor's proper health, support, maintenance, comfort, and welfare, in accordance with his accustomed manner of living at the date of this instrument.

The trustee shall exercise in a liberal manner the power to invade principal contained in this Article SECOND, and the rights of the remaindermen in the trust shall be considered of secondary importance.

THIRD: On the death of the settlor, the trustee in the trustee's discretion may pay out of the trust estate the debts of the settlor, the last-illness and funeral expenses of the settlor, attorney's fees, and other costs incurred in

administering the settlor's probate estate. In addition, the trustee shall pay out of the trust estate the estate and inheritance taxes, including interest and penalties, arising because of the settlor's death and attributable to the trust estate; the trustee in the trustee's discretion may also pay out of the trust estate all or any part of the estate and inheritance taxes, including interest and penalties, arising because of the settlor's death and not attributable to the trust estate.

FOURTH: (a) (1) On the death of the settlor, if he was then married to PEGGY LOU HEINTZE also known as PEGGY LOU HOAG ("Peggy") and no dissolution, annulment, separate maintenance, or similar proceeding was then pending between them, the trustee shall hold, administer and distribute the trust estate as follows:

(a) (2) The settlor's interest in jewelry, clothing, household furniture and furnishings, personal automobiles, and other tangible articles of a personal nature, or any interest in such property which is added to or is a part of the trust estate together with any insurance on such property, shall be distributed to Peggy.

(a) (3) So long as Peggy is living and not remarried and not cohabiting with a member of the opposite sex, the trustee shall pay to or apply for the benefit of Peggy the lesser of (i) the net income of the trust estate or (ii) Ten Thousand Dollars ($10,000) per year, on a cumulative basis from and after the death of the settlor. Royalties and similar payments received from taking oil and gas or other natural resources from the land shall be allocated entirely to income without depletion allowance. The trustee may establish a reasonable reserve from the income in excess of that to which Peggy is entitled to anticipate any future shortfall in trust income and shall distribute the balance of the net income of the trust estate at least annually to the

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then living issue of the settlor by right of representation.

(a) (4) On the death of Peggy or upon her remarriage or upon her cohabiting with a member of the opposite sex, the trustee shall divide the trust estate into equal shares, one for each then living child of the settlor and one for each group composed of the then living issue of a deceased child of the settlor. Each share allocated to a living child of the settlor shall be distributed to that child free of trust. Each share allocated to a group composed of the living issue of a deceased child of the settlor shall be distributed to those issue by right of representation, free of trust.

(b) On the death of the settlor, if he was not then married to Peggy or if a dissolution, annulment, separate maintenance, or similar proceeding was then pending between them, the trustee shall divide the trust estate into equal shares, one for each then living child of the settlor and one for each group composed of the then living issue of a deceased child of the settlor. Each share allocated to a living child of the settlor shall be distributed to that child free of trust. Each share allocated to a group composed of the living issue of a deceased child of the settlor shall be distributed to those issue by right of representation, free of trust.

(c) If, at any time before full distribution of the trust estate, the settlor and all the settlor's issue are deceased and Peggy is either deceased or otherwise no longer entitled to distributions of income from the trust and no other disposition of the property is directed by this instrument, the remaining portion of the trust shall be distributed to the legal heirs of the settlor, the identity and respective shares of those heirs to be determined in all respects as though the death of the settlor had occurred immediately following the event requiring distribution, and

shall be determined according to the laws of succession of the State of California then in force relating to separate property not acquired from a parent, grandparent, or previously deceased spouse.

(d) When the trustee is directed to make a division of trust assets into separate shares or trusts or to make a distribution of trust assets, the trustee may, in the trustee's discretion, defer such division or distribution until six months after the settlor's death. When the trustee defers division or distribution of the trust assets, the deferred division or distribution shall be made as if it had taken place at the time prescribed in this instrument in the absence of this paragraph, and all rights given to the beneficiaries of such trust assets under other provisions of this instrument shall be deemed to have accrued and vested as of such prescribed time. Such division or distribution shall be made in cash or in kind, or partly in each, and assets allocated in kind shall be on the basis of their fair market values at the date or dates of allocation.

FIFTH: (a) During the lifetime of the settlor, this trust may be revoked in whole or in part by an instrument in writing signed by the settlor and delivered to the trustee. On revocation, the trustee shall promptly deliver to the settlor all or the designated portion of the trust assets. The trustee shall also account for his acts since the preceding accounting. If this trust instrument is revoked with respect to all or a major portion of the assets subject to the instrument, the trustee shall be entitled to retain sufficient assets reasonably to secure payment of liabilities lawfully incurred by the trustee in the administration of the trust, including trustee's fees that have been earned, unless the settlor shall indemnify the trustee against loss or expense.

(b) The settlor may at any time during his

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lifetime amend any of the terms of this instrument by an instrument in writing signed by the settlor and delivered to the trustee. No amendment shall substantially increase the duties or liabilities of the trustee or change the trustee's compensation without the trustee's consent, nor shall the trustee be obligated to act under such an amendment unless the trustee accepts it. If a trustee is removed, the settlor shall pay to the trustee any sums due and shall indemnify the trustee against liability lawfully incurred by the trustee in the administration of the trusts.

(c) On the death of the settlor, this trust may not be amended, revoked, or terminated.

SIXTH: The appropriate Superior Court of the State of California shall have jurisdiction for all the purposes as set forth in section 1138.1 of the California Probate Code.

SEVENTH: In order to carry out the provisions of the trust created by this instrument, the trustee shall have these powers in addition to those now or hereafter conferred by law:

(a) To invest and reinvest funds in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not limited to, corporate obligations of every kind; preferred or common stocks; shares of investment trusts, investment companies. and mutual funds; mortgage participations; and life insurance policies on the life of any beneficiary, except the beneficiary of a marital deduction trust, that, under the circumstances then prevailing (specifically including but not limited to the general economic conditions and the anticipated needs of the trust and its beneficiaries), persons of skill, prudence, and diligence acting in a similar capacity and familiar with those matters would use in the conduct of an enterprise of a similar character and with similar aims, to attain the goals of the settlor under this instrument; and to consider indivi-

dual investments as part of an overall plan.

The foregoing notwithstanding, the trustee shall be mindful of the fact that the settlor believes the mineral interests transferred to the trust by the settlor to be sound investments and that the settlor strongly recommends against the disposition of those mineral interests.

(b) To continue to hold any property and to operate at the risk of the trust estate any business that the trustee received or acquires under the trust as long as the trustee deems advisable.

(c) To have all the rights, powers, and privileges of an owner with respect to the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the trustee may deem advisable; and to exercise or sell stock subscription or conversion rights.

(d) To hold securities or other property in the trustee's name as the trustee under this trust, or in the trustee's own name, or in the name of a nominee, or the trustee may hold securities unregistered in such condition that ownership will pass by delivery.

(e) To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve, and repair trust property.

(f) To lease trust property for terms within or beyond the term of the trust for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling, and unitization agreements.

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(g) To lend money to any person, including the probate estate of the settlor, provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest.

(h) To purchase property at its fair market value from the probate estate of the settlor.

(i) To loan or advance the trustee's own funds to the trust for any trust purpose, with interest at current rates; to receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the trust; to purchase assets of the trust at their fair market value as determined by an independent appraisal of those assets; and to sell property to the trust at a price not in excess of its fair market value as determined by an independent appraisal.

(j) To release or to restrict the scope of any power that the trustee may hold in connection with the trust created under this instrument, whether such power is expressly granted in the instrument or implied by law. The trustee shall exercise this power in a written instrument executed by the trustee, specifying the powers to be released or restricted and the nature of the restriction.

(k) To take any action and to make any election, in the trustee's discretion, to minimize the tax liabilities of this trust and its beneficiaries; the trustee shall have the power to allocate the benefits among the various beneficiaries and to make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision that the trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others. These powers, as well as the other powers granted in this instrument, shall be subject to the trustee's duty to

treat income beneficiaries and remaindermen equitably.

(l) To borrow money, and to encumber trust property by mortgage, deed of trust, pledge, or otherwise, for the debts of the trust or the joint debts of the trust and a co-owner of trust property.

(m) To commence or defend, at the expense of the trust, such litigation with respect to the trust or any property of the trust estate as the trustee may deem advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of the trust.

(n) To carry insurance of such kinds and in such amounts as the trustee deems advisable, at the expense of the trust, to protect the trust estate and the trustee personally against any hazard.

(o) To withhold from distribution, in the trustee's discretion, at the time for distribution of any property in this trust, without the payment of interest, all or any part of the property, as long as the trustee shall determine in the trustee's discretion that such property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the estate.

(p) To purchase bonds and to pay such premiums in connection with the purchase as the trustee in the trustee's discretion deems advisable, provided, however, that each premium shall be repaid periodically to principal out of the interest on the bond in such reasonable manner as the trustee shall determine and, to the extent necessary, out of the proceeds on the sale or other disposition of the bond.

The trustee shall not be required to repay any portion of the premiums on bonds purchased at not more than 105% of their par value.

(q) To purchase bonds at such discount as the trustee in the trustee's discretion deems advisable provided,

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however, that each discount shall be accumulated periodically as interest in such reasonable manner as the trustee shall determine and to the extent necessary paid out of the proceeds on the sale or other disposition of the bond or out of principal.

The trustee shall not be required to accumulate discount of bonds purchased at not less than 95% of their par value and any loss or gain on the sale or other disposition of the bonds shall fall on or inure to principal.

(r) To partition, allot, and distribute the trust estate, on any division or partial or final distribution of the trust estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the trustee, and to sell such property as the trustee may deem necessary to make division or distribution. In making any division or partial or final distribution of the trust estate, the trustee shall be under no obligation to make a prorata division, or to distribute the same assets to beneficiaries similarly situated; but rather, the trustee may, in the trustee's discretion, make a non-prorata division between the trusts or shares and non-prorata distributions to such beneficiaries, as long as the respective assets allocated to separate trusts or shares, or distributed to such beneficiaries, have equivalent or proportionate fair market value.

(s) To employ any custodian, attorney, accountant, corporate fiduciary, or any other agent or agents to assist the trustee in the administration of the trust and to rely on the advice given by these agents. Reasonable compensation for all services performed by these agents shall be paid from the trust estate out of either income or principal as the trustee in the trustee's discretion shall determine, and shall not decrease the compensation to which the trustee is entitled.

EIGHTH: (a) Except as otherwise specifically provided in this instrument, the determination of all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California Revised Uniform Principal and Income Act from time to time existing. Any such matter not provided for either in this instrument or in the California Revised Uniform Principal and Income Act shall be determined by the trustee in the trustee's discretion.

(b) Income accrued or unpaid on trust property when received into the trust shall be treated as any other income. Income accrued or held undistributed by the trustee at the termination of any trust created herein shall go to the next beneficiaries of the trust in proportion to their interest in it, except as otherwise specifically provided herein.

(c) Among successive beneficiaries of this trust, all taxes and other current expenses shall be prorated over the period to which they relate on a daily basis.

(d) There need be no physical segregation or division of the various trusts except as segregation or division may be required by the termination of any of the trusts, but the trustee shall keep separate accounts for the different undivided interests.

NINTH: (a) Other property acceptable to the trustee may be added to this trust by any person, by the Will or Codicil of any person, by the proceeds of any life insurance, or otherwise.

(b) Unless the trustee shall have received actual written notice of the occurrence of an event affecting the beneficial interest of this trust, the trustee shall not be liable to any beneficiary of this trust for distribution made as though the event had not occurred.

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(c) Unless sooner terminated in accordance with other provisions of this instrument, all trusts created under this instrument shall terminate 21 years after the death of the last survivor of the settlor or of the settlor's issue living on the date of the death of the settlor.

(d) If the creditor of any beneficiary who is entitled to any distributions from a trust established under this instrument shall attempt by any means to subject to the satisfaction of his claim such beneficiary's interest in distribution, then, notwithstanding any other provision herein, until the release of the writ of attachment or garnishment or other process, the distribution set aside for such beneficiary shall be disposed of as follows:

1. The trustee shall pay to or apply for the benefit of such beneficiary such sums as the trustee shall determine to be necessary for the reasonable health, education, and support of the beneficiary according to his accustomed mode of life.

2. The portion of the distribution that the trustee shall determine to be in excess of the amount necessary for such health, education, and support shall in the trustee's discretion either be added to and become principal in whole or in part or be paid to or applied for the benefit of the other beneficiaries then entitled to receive payments from any trust established under this instrument, in proportion to their respective interests in the trust estate; or if there be no other beneficiaries, the excess income may be paid to or applied for the benefit of the person or persons presumptively entitled to the next eventual interest, in proportion to their respective interest therein.

(e) The validity of this trust and the construction of its beneficial provisions shall be governed by the laws of the State of California in force from time to time. This Article NINTH (e) shall apply regardless of any

change of residence of the trustee or any beneficiary, or the appointment or substitution of a trustee residing or doing business in another state.

(f) In this instrument, the terms "child," "children," and "issue" shall refer to the children and lawful lineal descendants of all degrees of the settlor, shall include adopted persons who were minors at the date of adoption, and shall include a child born out of wedlock if a parent and child relationship existed between such child and his or her deceased parent determined under California law.

(g) As used in this instrument, the masculine, feminine, or neuter gender, and the singular or plural number, shall each include the others whenever the context so indicates.

(h) If any provision of this trust instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

(i) In the event any beneficiary under this trust shall, singly or in conjunction with any other person or persons, contest in any court the validity of this trust or of the settlor's last Will or shall seek to obtain an adjudication in any proceeding in any court that this trust or any of its provisions or that such Will or any of its provisions is void, or seek otherwise to void, nullify, or set aside this trust or any of its provisions, then the right of that person to take any interest given to him by this trust shall be determined as it would have been determined had the person predeceased the execution of this Declaration of Trust.

The trustee is hereby authorized to defend, at the expense of the trust estate, any contest or other attack of any nature on this trust or any of its provisions.

TENTH: (a) In the event of the death, disability

or resignation of WILLIAM Q. HEINTZE as trustee or if he shall for any reason cease to act as trustee, then, if PEGGY LOU HEINTZE is living and not otherwise disqualified as a beneficiary of this trust pursuant to Article FOURTH hereof, PEGGY LOU HEINTZE shall act as trustee. If PEGGY LOU HEINTZE shall for any reason fail to qualify or cease to so act or, while so acting, shall cease to be a beneficiary hereunder, then RUTH ELAINE HEINTZE shall act as trustee. RUTH ELAINE HEINTZE shall have the power to designate a substitute or successor trustee to herself if she is unable or unwilling to act as trustee.

(b) No bond shall be required of any person named in this instrument as trustee or of any person designated successor trustee pursuant to the power of designation given above if such designation so indicates.

(c) No trustee shall be liable to any beneficiary or to any heir of the settlor for the trustee's acts or failure to act, except for willful misconduct or gross negligence.

(d) No successor trustee shall be liable for any act, omission, or default of a predecessor trustee. Unless requested in writing within 90 days of appointment by an adult beneficiary of the trust, no successor trustee shall have any duty to investigate or review any action of a predecessor trustee and may accept the accounting records of the predecessor trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the trust.

ELEVENTH: During the lifetime of the settlor, the trustee shall account only to the settlor. After the death of the settlor, the trustee shall, in addition to an accounting required or permitted under Section 1138.1 of the California Probate Code, render an accounting, from time to time but not less frequently than every six (6) months after

any prior accounting, regarding the transactions of any trust created in this instrument. Accountings shall also be rendered by any trustee within 90 days after his resignation or removal by a court of competent jurisdiction.

Accountings shall be made by delivering a written accounting to each beneficiary entitled to current income distribution or, if there are no current income beneficiaries, to each beneficiary entitled to current distribution out of income or principal in the trustee's discretion, and to each remainderman in being. If any person entitled to receive an accounting is a minor or is under disability, the accounting shall be delivered to his parents or the guardian of his person if he is a minor or to the conservator of his person if he is under any other disability. Unless any beneficiary, including parents, guardians, or conservators of beneficiaries, shall deliver a written objection to the trustee within 60 days after receipt of the trustee's account, the account shall be final and conclusive in respect to transactions disclosed in the account as to all beneficiaries of the trust, including unborn and unascertained beneficiaries. After settlement of the account by agreement of the parties objecting to it, or by expiration of the 60-day period, the trustee shall no longer be liable to any beneficiary of the trust, including unborn and unascertained beneficiaries, in respect to transactions disclosed in the account, except for the trustee's intentional wrongdoing or fraud.

TWELFTH: The trustee shall be entitled to pay itself reasonable compensation from time to time without prior court order. Any corporate trustee shall be entitled to such fees as it is at the time, and from time to time, charging for its services as trustee on a uniform basis to its trust customers similarly situated.

THIRTEENTH: The trust created in this instrument

may be referred to as the WILLIAM Q. HEINTZE TRUST, and each separate trust created in this instrument may be referred to by adding the name of the beneficiary.

Executed at Fullerton, California, on 13 February, 1986.

William Q. Heintze
WILLIAM Q. HEINTZE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

On February 13, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM Q. HEINTZE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Sara E Leahy
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

OFFICIAL SEAL
SARA E. LEAHY
Notary Public-California
ORANGE COUNTY
My Comm. Exp. Aug. 5, 1987

IN THE DISTRICT COURT OF SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

HAROLD R. PETERSON,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Civil Action No. 5065
	)	
WILLIAM G. KELLEN,	)	
	)	
Defendant.	)	

RELEASE OF LIS PENDENS

TO: Sublette County Clerk
Pinedale, Wyoming

Harold R. Peterson, by and through his attorney, W. Keith Goody, hereby certifies that a certain lis pendens in favor of Harold R. Peterson, against William G. Kellen upon the following described property situated in the County of Sublette, State of Wyoming, to-wit:

> 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.

and the Notice of said Lis Pendens, being recorded in the Office of the Clerk in Book 57 Misc of Photo Page 103 on the 23rd day of March, 1990, is released and discharged.

231623

RECORDED Jan. 2 19 91 3:30 P M
IN BOOK 58 Misc. PAGE 274
FEES $6.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

IN WITNESS WHEREOF, the Claimant has caused this document to be executed on this 21 day of December, 1990.

W. Keith Goody
Attorney for Harold R. Peterson

Attest:

By: Sandra D. Miller

STATE OF WYOMING)
) ss.
County of Teton)

The foregoing instrument was subscribed and sworn to before me by W. Keith Goody on this 21 day of December, 1990.

Witness my hand and official seal.

(seal) NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
My Commission Expires July 27 1994

Robin R. Kennedy
Notary Public

My Commission Expires:

AFFIDAVIT

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

I, Darline A. Barr, formerly known as Darline A. Albert, having an address of 11124 W. Ohio Place, Lakewood, Colorado 80226, and being of lawful age and first duly sworn, hereby state that:

1. I am familiar with certain land located in Sublette County, Wyoming, including but not limited to the following (the "Land"):

Township 34 North, Range 111 West, 6th P.M.
Section 7: SE 1/4, SE 1/4 NE 1/4,
Section 8: W 1/2 SW 1/4, SW 1/4 NW 1/4,
Section 17: W 1/2 NW 1/4,
Section 18: NE 1/4, NW 1/4 SE 1/4

2. I am familiar with Robert Taylor Albert, Charlotte Albert, Charles Wesley Albert, also known as Charles W. Albert, and with their heirs and successors in interest, and with the other matters set forth herein.

3. Robert Taylor Albert, also known as Robert T. Albert, died intestate at the age of 71 years on October 19, 1947 at Ririe, Idaho. His sole heirs were his widow, Charlotte Hartley Albert, also known as Charlotte Albert, and his two children, Jerome Albert and Charles Albert. See death certificate attached as Exhibit A.

4. By Mineral Deed dated May 9, 1972 and recorded in Book 1 of Mining Deeds at page 159 of the real property records of Sublette County, Wyoming, a true copy of which is attached hereto as Exhibit B, Charlotte Albert, widow of Robert Taylor Albert, and R. Jerome Albert and his wife, Louella Albert, conveyed to Charles W. Albert all of their interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the Land. As set forth in that deed, Charlotte Albert, R. Jerome Albert and Charles W. Albert were the only heirs of Robert T. Albert.

231650

RECORDED Jan. 3 1991 3:50 P M
IN BOOK 58 Misc. PAGE 276
FEES $ 3.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mau Riley

5. By Mineral Deed dated August 19, 1974 and recorded in Book 1 of Mining Deeds at page 189 of the records of Sublette County, Wyoming, a true copy of which is attached hereto as Exhibit C, Charles W. Albert conveyed to R. Jerome Albert and Louella Albert one half of his interest in and to all of the oil, gas and other minerals in and under and that may be produced from the Land.

6. R. Jerome Albert, also known as Robert Jerome Albert died intestate at the age of 76 years on April 28, 1981, at Portland, Oregon. His sole heirs were his widow, Louella M. Albert, and his two children, Mary Albert Thompson and Romona Albert Reynolds. See death certificate attached as Exhibit D.

7. Charles W. Albert, also known as Charles Wesley Albert, died testate at the age of 78 years on November 29, 1985 at Placerville, California, the place of his residence. His sole heirs and devisees were his widow, Phyllis Albert, and his three children, Donald W. Albert, 5901 Kimlich Lane, Reno, Nevada 89502, Darlene Arletta Barr, also known as Darline A. Barr, address above, and Duane Kenneth Albert, address and whereabouts unknown. See death certificate attached as Exhibit E and a copy of his will attached as Exhibit F.

8. By a quitclaim deed dated as of June 13, 1986 and recorded on November 1, 1990 in Book 9QCD at page 525, (instrument no. 230855) of the records of Sublette County, Wyoming, a true copy of which is attached hereto as Exhibit G, Phyllis Albert conveyed the Land to Don W. Albert, also known as Donald W. Albert, and Darline A. Barr.

9. Louella Albert, also known as Louella M. Albert and Louella Mary Albert, died intestate at the age of 77 years on July 24, 1986 at Molalla, Oregon. Her sole heirs were Mary Albert Thompson, 36834 S. Hubbard Rd., Molalla, Oregon 97038

(503)829-9967 and Romona Albert Reynolds, Laughlin, Nevada 89046. See death certificate attached as Exhibit H.

Darline A. Barr

Darline A. Barr
Telephone: (303)989-0700

City AND COUNTY OF Denver)
) ss.
STATE OF COLORADO)

Subscribed and sworn to before me this 31st day of December, 1990 by Darline A. Barr.

Witness my hand and official seal.

My commission expires 11-3-90.

SOCORRO L. WEST NOTARY PUBLIC STATE OF COLORADO

Socorro L. West
Notary Public

279

Exhibit A

Informant, Funeral Director, Registrar and Medical Attendant, EACH must sign with BLACK INK in OWN handwriting. Each item should be answered as completely as possible. State answers as unknown only after a careful investigation. Place answers in ink or BLACK record typewriter ribbon in filling out certificate. (ICA 38-206 and 215). Address correspondence to State Bureau of Vital Statistics, Boise, Idaho.

United States
Department of Commerce
Bureau of the Census

RECEIVED OCT 27 1947 DIVISION OF VITAL

Certificate Of Death

STATE OF IDAHO

37113

State File No. 155522
Local Reg. No. 16
Reg. Dist. No. 6-40

1. PLACE OF DEATH:
   (a) County Jefferson
   (b) City or town Ririe
   (c) Street Address or R.F.D. No.
   (d) Death Occured Inside? X Outside? ___ city or town
   (e) Died in a Home X Hospital ___ Institution ___ Other place ___
   (f) Name Hosp. or Inst. ___ Stayed ___ days
   (g) Lived in this county ___ years 6 months ___ days

Note. For a person residing in THIS county LESS than 1 year, give FORMER residence under item 2.

2. Usual Residence of Deceased: (Always fill in these)
   (a) State Idaho (b) County Jefferson
   (c) City or town Ririe
   (d) Street Address or R.F.D. No.
   (e) Deceased lived Inside? X Outside? ___ city or town
   (f) Citizen of what country? U.S.A.
   (g) How long had deceased lived in Idaho? 1/2 years
   (h) Former residence (city, state) Pinedale, Wyomi:

3. (a) FULL NAME ROBERT TAYLOR ALBERT.

0930

3. (b) If veteran, name war X
3. (c) Social Security No. X
4. Sex Male
5. Color or race White
6. (a) Single, widowed, married, divorced married
6. (b) Name of husband or wife Charlotte Hartley
6. (c) Age of husband or wife if ___ 64 years
7. Date of Birth (Month, Day, Year) August 18, 1876

8. AGE	Years	Months	Days	If less than 1 day
	71	2	1	hrs min.

9. Exact Occupation County Officer. Did this work for 22 yrs.
10. Industry or Business County Assessor. Date last worked Oct. 1945
11. Birthplace Uptonville, Kentucky. (City or town) (State or foreign country)

Father
12. Name Silas Perry Albert.
13. Birthplace Kentucky. (City or town) (State or foreign country)

Mother
14. Maiden name Ann Hall.
15. Birthplace Unknown. (City or town) (State or foreign country)

16. Informant's OWN Signature Mrs R T Albert
and Address Ririe, Idaho.

17. (a) burial (Burial, cremation, or removal) (b) Date thereof 10/22/47 (Month) (Day) (Year)
(c) Place: Shelton, Idaho.

18. Funeral Director's OWN Signature C B Eckendorff
and Address Rigby, Idaho.

19. (a) Oct 22, 1947 (Date received and filed) (b) [signature] (Registrar's signature)

MEDICAL CERTIFICATE OF DEATH 0838

20. DATE OF DEATH (Month, Day, Year) October 19 1947
at 10:00 o'clock P M

21. I HEREBY CERTIFY, That I attended deceased from April 15 1947, to Oct. 15 1947
I last saw him alive on Oct. 15 1947; death is said to have occurred on the date and hour stated above.

Immediate Cause of Death:	Duration
Cerebral Embolism	5 days
Due to Hypertension	10 yrs.
Due to	
Other conditions Myocarditis (Include pregnancy within 3 months of death)	10 yrs

Where was disease contracted? At home
Name of operation None Date
Major finding
Finding of autopsy None

PHYSICIAN Underline the cause to which death should be charged statistically.

22. If death was due to EXTERNAL CAUSES, also fill in the following: Accident? ___ Suicide? ___ Homicide? ___
Occurred ___ 19___ City, county, state where violence occurred
Place of Violence: Home ___ Farm ___ Industry ___
Public Place ___ While at work? ___
Means of Injury

23. Attendant's OWN Signature Asael Hall, M.D. (M. D. or other)
and Address Rigby, Idaho. Date Oct 28 1947
(For additional space, use reverse side)

479

State of Idaho. . . . .)
County of Ada . . . . .)

THIS IS TO CERTIFY That this is a certified copy of a certificate filed with the Department of Health and Welfare under Title 39, Idaho Code.

DEC 5 1986
Date Issued

Lee Sisco R.N.
State Registrar of Vital Statistics

No. 9[redacted] ilford-Robinson Ptg. Co., Mfrs. Robinson's Legal [redacted] 1246 Stout St., Denver, Colo. [redacted]

Mid-Continent Royalty Owners Association Approved Form Revised

MINERAL DEED

Know All Men by These Presents, That Charlotte Albert, a widow, P. O. Box 245, Diamond Springs, California; R. Jerome Albert and Louella Albert, Rl, Box 129D, of Molalla, Oregon 97038 (Give Exact Postoffice Address) hereinafter called Grantor (whether one or more) for and in consideration of the sum of One and Other Dollars ($1.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey, transfer, assign and deliver unto Charles W. Albert of P. O. Box 804, Placerville, California, (Give Exact Postoffice Address) hereinafter called Grantee (whether one or more) an undivided All of our interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands situated in Sublette County, State of Wyoming, to-wit:

Township 34 North, Range 111 West, 6th P. M.

Section 7: $SE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$
Section 8: $W\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$
Section 17: $W\frac{1}{2}NW\frac{1}{4}$
Section 18: $NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$

(The said Charlotte Albert, R. Jerome Albert and Charles W. Albert being the only heirs at law of Robert T. Albert, Deceased)

containing 600.00 acres, more or less, together with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead.

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in anywise belonging to the said Grantee herein his heirs, successors, personal representatives, administrators, executors, and assigns forever, and Grantor do hereby warrant said title to Grantee his heirs, executors, administrators, personal representatives, successors and assigns forever and do hereby agree to defend all and singular the said property unto the said Grantee herein his heirs, successors, executors, personal representatives, and assigns against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS our hand this 9th day of May 19 72.

Charlotte Albert

R. Jerome Albert

Louella Albert

(COLORADO—GENERAL FORM)

STATE OF CALIFORNIA
COUNTY OF EL DORADO } ss.

The foregoing instrument was acknowledged before me this 11th day of May, 19 72, by Charlotte Albert, a widow.

Witness my hand and official seal.

My commission expires:

O. JEAN PHILLIPS
NOTARY PUBLIC-CALIFORNIA
COLORADO COUNTY
My Commission Expires Oct. 23, 1974

Box 497 Diamond Springs, Calif. 95619

Notary Public

PHOTOSTATIC RECORDED	✓
INDEXED	✓
CHECKED	✓

131139

RECORDED May 24 1972 9:02 A
IN BOOK MINING DEEDS PAGE 159
FEES 3.00 June Albert

280

28/

Exhibit C

No. 991A. —Bradford Publishing Co., 1824-46 Stout Street, Denver, Colorado —6-71

Mid-Continent Royalty Owners Association Approved Form Revised

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS, That Charles W. Albert
5732 Pasadena, Star rt. # 86462,
of Bullhead City, Arizona 86430 hereinafter called Grantor (whether one or more)
(Give Exact Postoffice Address)
for and in consideration of the sum of One and other Dollars
($1.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do es hereby grant, bargain, sell, convey, transfer, assign and deliver unto
R. Jerome Albert & Louella Albert Rt. 1 Bx 129 D Molalla, Oregon 97038
(Give Exact Postoffice Address)
hereinafter called Grantee (whether one or more) an undivided One Half of His interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands situated in Sublette County, State of Wyoming, to-wit:

Township 34 North Range 111 West, 6th P.M.
Section 7: SE¼, SE¼NE¼
Section 8: W½SW¼, SW¼NW¼
Section 17: W½NW¼
Section 18: NE¼, NW¼SE¼

containing 600 acres, more or less, together with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead.

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in anywise belonging to the said Grantee herein their heirs, successors, personal representatives, administrators, executors, and assigns forever, and Grantor do es hereby warrant said title to Grantee their heirs, executors, administrators, personal representatives, successors and assigns forever and do es hereby agree to defend all and singular the said property unto the said Grantee herein their heirs, successors, executors, personal representatives, and assigns against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS his hand this Nineteenth day of August 1974

144382

RECORDED August 29 1974 9:00 A M
IN BOOK 1 Min Rcd PAGE 157
FEES $ 2.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Jean Lyke Deputy

Charles W. Albert

(COLORADO—GENERAL FORM)

PHOTOSTATED
INDEXED
CHECKED ✓

STATE OF Arizona
COUNTY OF Mohave } ss.

The foregoing instrument was acknowledged before me this Nineteenth day of August, 1974, by

Charles W. Albert

Witness my hand and official seal.

My commission expires:

My Commission Expires Feb. 25, 1977

Adeline DuBois
Notary Public

CERTIFI [redacted] [redacted] [redacted] COMPANY, AMERICAN 84458

THE STATE OF WYOMING }
County of Sublette } ss.

I, Aune R. Clark

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 of

a Mineral Deed recorde in this office in

Book 1 of Mining Deeds at Page 189.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed the official seal of the said County, at my office in Pinedale, Wyoming, this 30th day of August A. D. 19 74.

Aune R. Clark
County Clerk.
by Lucy Clerke
Deputy

Exhibit D

STATE OF OREGON
OREGON STATE HEALTH DIVISION
DEPARTMENT OF HUMAN RESOURCES
Vital Records Unit

CERTIFICATE OF DEATH

Local File Number

State File Number

DECEASED—NAME: 1 First: Robert Middle: Jerome Last: Albert

DATE OF DEATH (month, day, year): 2 April 28, 1981

RACE (White, Black, American Indian, etc. (specify)): 3 White

SEX: 4 Male

AGE—Last Birthday (years): 5a 76

Under 1 year: 5b mos. days

Under 1 day: 5c hours min.

DATE OF BIRTH (month, day, year): 6 June 27, 1904

CITY, TOWN OR LOCATION OF DEATH: 7a Portland

HOSPITAL OR OTHER INSTITUTION—NAME (If not in either, give street and number): 7b Good Samaritan Hospital

IF HOSP. OR INST. indicate DOA, OP, Emer., Ret. Inpatient (Specify): 7c inpatient

COUNTY OF DEATH: 7d Multnomah

STATE OF BIRTH (If not in U.S.A., name country): 8 Wyoming

CITIZEN OF WHAT COUNTRY: 9 USA

MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (specify): 10 married

SPOUSE (IF MARRIED, WIDOWED): 11 Louella M. Albert

WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify Yes or No): 12 no

SOCIAL SECURITY NUMBER: 13 520-14-7133

USUAL OCCUPATION (give kind of work done during most of working life, even if retired): 14a oil well driller

KIND OF BUSINESS OR INDUSTRY: 14b Petroleum Industry

RESIDENCE—STATE: 15a Oregon

COUNTY: 15c Clackamas

CITY, TOWN, OR LOCATION: 15d Molalla

STREET AND NUMBER OR R.F.D., ZIP: 15d 36778 S. Hibbard Rd. 97038

Inside City Limits (specify yes or no): 15e no

FATHER—NAME first middle last: 16 Robert Taylor Albert

MOTHER—Maiden Name first middle last: 17 Charlotte Hartley

INFORMANT—NAME and relationship to deceased: 18 Mary Thompson daughter

BURIAL, CREMATION, REMOVAL, MAUS. (specify): 19a Cremation

CEMETERY OR CREMATORY—NAME: 19c Riverview Abbey Crematorium

LOCATION city or town state: 19c Portland, Oregon

FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature): 20a J.M. Everhart 108

NAME AND ADDRESS OF FACILITY: Everhart and Kent 220 East Main St. Molalla, Ore. 97038

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

21a (Signature): Reed C Wilson

DATE SIGNED (Mo. Day. Yr.): 21b 5-4-81

HOUR OF DEATH: 21c 1:35 PM

To Be Completed by CERTIFYING PHYSICIAN Only

NAME AND ADDRESS OF CERTIFIER (Type or Print): 21d Reed C. Wilson 2222 N.W. Lovejoy Portland, Ore. 97210

NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print): 21e

DATE RECEIVED BY REGISTRAR (Mo. Day. Yr.): 22a MAY 6 1981

REGISTRAR: 22b (Signature): James J. McAllister

23 IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).)

PART I
(a) Uretral edema — Interval between onset and death: 2 weeks
DUE TO, OR AS A CONSEQUENCE OF:
(b) Cerebral metastases — Interval between onset and death: 6 months
DUE TO, OR AS A CONSEQUENCE OF:
(c) lung cancer — Interval between onset and death: 1½ years

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

AUTOPSY (Specify Yes or No): 24 no

WAS MEDICAL EXAMINER NOTIFIED (Specify Yes or No): 25 no

ACCIDENT (Specify Yes or No): 26a No

DATE OF INJURY (Mo. Day. Yr.): 26b

HOUR OF INJURY: 26c M

DESCRIBE HOW INJURY OCCURRED: 26d

INJURY AT WORK (Specify Yes or No): 26e

PLACE OF INJURY—At home, farm, street, factory, office building, etc. (Specify): 26f

LOCATION STREET OR R.F.D. NO. CITY OR TOWN STATE: 26g

RESERVED FOR REGISTRAR'S USE

STATE OF OREGON
COUNTY OF MULTNOMAH

Date MAY 6 1981

HS-2 Rev-1-80

This is to certify that the foregoing is a reproduction of the original record which was filed with the Multnomah County Department of Human Services.

James J. McAllister
James J. McAllister
REGISTRAR OF VITAL STATISTICS

SEAL

Exhibit E

Veteran's Use Only

CERTIFICATION STATEMENT

This is to certify, that this is a true and correct copy of the vital statistics record which is on file in this office.

Curtiss E. Weidmer, M.D.

Deputy Registrar

Registrar of Vital Statistics
El Dorado County, California

MAY 2 - 1986
Date

CERTIFICATE OF DEATH

STATE OF CALIFORNIA

3-85-09-000590
LOCAL REGISTRATION DISTRICT AND CERTIFICATE NO.

STATE FILE NUMBER

DECEDENT PERSONAL DATA

1A. NAME OF DECEDENT—FIRST	1B. MIDDLE	1C. LAST	2A. DATE OF DEATH (MONTH, DAY, YEAR)	2B.
Charles	Wesley	Albert	November 29, 1985	

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	MIN.
Male	Cauc.	NO [X]	October 25,1907	78 YEARS				

8. BIRTHPLACE OF DECEDENT (STATE OR FOREIGN COUNTRY)	9. NAME AND BIRTHPLACE OF FATHER	10. BIRTH NAME AND BIRTHPLACE OF MOTHER
Wyoming	Robert Albert - Unknown	Charlotte Hartley - WY

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, GIVE BIRTH NAME)
U.S.A.	19 43 TO 19 45	566-09-6970	Married	Phyllis Fields

15. PRIMARY OCCUPATION	16. NUMBER OF YEARS THIS OCCUPATION	17. EMPLOYER (IF SELF-EMPLOYED, SO STATE)	18. KIND OF INDUSTRY OR BUSINESS
Appraiser	13	El Dorado County	Government

USUAL RESIDENCE

19A. USUAL RESIDENCE—STREET ADDRESS (STREET AND NUMBER OR LOCATION)	19B.	19C. CITY OR TOWN
2801 Sleepy Hollow Ct.		Placerville

19D. COUNTY	19E. STATE
El Dorado	CA

20. NAME AND ADDRESS OF INFORMANT—RELATIONSHIP

Phyllis Albert - Wife
2801 Sleepy Hollow Ct.
Placerville, CA 95667

PLACE OF DEATH

21A. PLACE OF DEATH	21B. COUNTY
Marshall Hospital	El Dorado

21C. STREET ADDRESS (STREET AND NUMBER OR LOCATION)	21D. CITY OR TOWN
Marshall Way	Placerville

CAUSE OF DEATH

22. 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, STATING THE UNDERLYING CAUSE LAST.

IMMEDIATE CAUSE (A)	Acute Myocardial Infarction	◀ 8hrs.	APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH
DUE TO, OR AS A CONSEQUENCE OF (B)	Atherosclerotic Cardiovascular Disease	◀ 20+ years	
DUE TO, OR AS A CONSEQUENCE OF (C)		◀	

24. WAS DEATH REPORTED TO CORONER?	25. WAS BIOPSY PERFORMED	26. WAS AUTOPSY PERFORMED
Yes	No.	No.

23. OTHER SIGNIFICANT CONDITIONS—CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN 22A: Hypertension, Hypertriglyceridemia

27. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEMS 22 OR 23? 27A. TYPE OF OPERATION: No. 27B. DATE

PHYSICIAN'S CERTIFICATION

28A. 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.)	28B. PHYSICIAN—SIGNATURE AND DEGREE OR TITLE	28C. DATE SIGNED	28D. PHYSICIAN'S LICENSE NO.
5-29-84	11-21-85	C Moore M.D.	12-2-85	G45461

28E. TYPE PHYSICIAN'S NAME AND ADDRESS: Craig K. Moore M.D. 905 Spring St. Placerville, C

INJURY INFORMATION

29. SPECIFY ACCIDENT, SUICIDE, ETC.	30. PLACE OF INJURY	31. INJURY AT WORK	32A. DATE OF INJURY—MONTH, DAY, YEAR	32B. HOUR

33. LOCATION (STREET AND NUMBER OR LOCATION AND CITY OR TOWN)

34. DESCRIBE HOW INJURY OCCURRED (EVENTS WHICH RESULTED IN INJURY)

CORONER'S USE ONLY

35A. I CERTIFY THAT DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED. AS REQUIRED BY LAW I HAVE HELD AN (INQUEST-INVESTIGATION)

35B. CORONER—SIGNATURE AND DEGREE OR TITLE

35C. DATE S

36. DISPOSITION	37. DATE—MONTH, DAY, YEAR	38. NAME AND ADDRESS OF CEMETERY OR CREMATORY	39. EMBALMER'S LICENSE NUMBER AND SIGNATU
Cremation	12/2/85	El Dorado County Mem. Soc. Crematory Placerville, CA 95667	Not Embalmed

40A. NAME OF FUNERAL DIRECTOR (OR PERSON ACTING AS SUCH)	40B. LICENSE NO.	41. LOCAL REGISTRAR—SIGNATURE	42. DATE ACCEPTED BY LOCAL REGIS
Chapel of the Pines	1129	Curtiss E Weidmer MD	DEC 0 2 1985

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

Exhibit F

Last Will and Testament

I, Edward W. Albert, Bullhead City, Mohave County, Arizona, a resident of [redacted], declare this to be my last Will and revoke all other Wills previously made by me:

FIRST: I leave the whole of my estate to my wife Phyllis F. Albert, together with all obligations in effect to be fulfilled in normal procedure.

Second: In the event my wife predeceases me in death, provisions are as follows.

A. My personal belongings to to Donald W. Albert to distribute further as desired, to Darlene Loretta Barr and Duane Kenneth Albert each in agreement with the other two.

B. Twenty One Thousand Dollars ($21,000.00) or inheritance from my wife's parents, shall be distributed outright and equally to her two sons Paul Arthur and Ray Bryan Krogstad.

C. The balance of the estate shall be distributed equally between Paul Arthur and Ray Bryan Krogstad, Donald W. and Duane Kenneth Albert and Darlene Loretta Barr. Or if any are deceased, his share shall be given to his surviving children.

Third: As Organ donor, as shown on drivers license provides immediate action where possible. After which remains are to be cremated and ashes dispersed most conveniently, legal and economical.

[redacted]

There is to be no funeral or services.

A. Blue Shield and Medicare should pay major portion of Doctor or Hospital charges if any.

B. My G.L. insurance is for payment of final arrangements and/or portion of Doctor or Hospital charges entire necessary, Or expenses incurred in estate dispersal with remainder added to balance of estate for division to heirs.

Charles W. Albert: I appoint Phyllis F. Albert as executrix
or if deceased, Ray Bryan Hoagland
as Executrix of this Will and direct that no bond be required
of him nor any recompense for his service as such.

This Will was signed by me on the 3rd day of March, 1976,
at Bullhead City, Arizona, ~~California~~ ARIZONA CA.

Charles W. Albert

THE FOREGOING INSTRUMENT was, on the date thereof, signed by the testator, Charles W. Albert, in our presence, we being present at the same time, and he then declared to us that the said instrument was his last Will; and we, at the request of said Charles W. Albert, and in his presence, and in the presence of each other, have signed the same as witnesses. We further declare that at the time of signing this will the said Charles W. Albert appeared to be of sound and disposing mind and memory and not acting under duress, menace, fraud or the undue influence of any person whomsoever.

Clinton Clubb residing at Bullhead City, Ariz
Signature of Witness

Margaret Matteson residing at Bullhead City, Ariz
Signature of Witness

Adeline DuBois residing at Bullhead City, Ariz
Signature of Witness

Notary
My Commission Expires Feb. 25, 1977

No.....

Last Will and Testament

OF

Charles W. Abbott

DATED March 3rd, 1976

DO NOT RECORD

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.

Reno, Nv. 89502

Exhibit G

RECORDING REQUESTED BY
Don W. Albert

AND WHEN RECORDED MAIL THIS DEED AND UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME Don W. Albert
STREET ADDRESS 5901 Kinlick Lane
CITY STATE ZIP Reno, Nevada 89502

Title Order No _____ Escrow No _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX $_____
☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens and encumbrances remaining at the time of sale.

_____
Signature of Declarant or Agent Determining Tax — Firm Name

Phyllis Albert for Charles W. Albert (deceased)
(print or type name of grantor(s))

the undersigned grantor(s), for a valuable consideration, receipt of which is hereby acknowledged, do____ hereby remise, release and forever quitclaim to Don W. Albert and Darline A. Barr

the following described real property in the City of Daniel
County of Sublette, State of [redacted] Wyoming

Township 34 North Range 111 West, 6th P.M.
Section 7; SE 1/4, SE 1/4 NE 1/4
Section 8; W 1/2 SW 1/4, SW 1/4 NW 1/4
Section 17; W 1/2 NW 1/4
Section 18; NE 1/4, NW 1/4 SE 1/4

Assessor's parcel No. _____

Executed on June 13, 1986, at Placerville California
(City and State)

Phyllis F. Albert

STATE OF CALIFORNIA }
COUNTY OF El Dorado } ss.

On this 13th day of June, in the year 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared Phyllis F. Albert

Exhibit H

A. 9031
ID TAG NO
0944
Local File Number

STATE OF OREGON
OREGON STATE HEALTH DIVISION
DEPARTMENT OF HUMAN SERVICES
Vital Records Unit

CERTIFICATE OF DEATH

State File Number

DECEASED — NAME (1) First: Louella Middle: Mary Last: Albert
DATE OF DEATH (month, day, year) (2) July 24, 1986
RACE (White, Black, American Indian, etc.) (specify) (3) White
SEX (4) Female
AGE — Last birthday (years) (5a) 77
Under 1 year: (5b) mos. days
Under 1 day: (5c) hours min.
DATE OF BIRTH (month, day, year) (6) August 14, 1908
CITY, TOWN OR LOCATION OF DEATH (7a) Molalla
HOSPITAL OR OTHER INSTITUTION — NAME (If not in either, give street and number) (7b) Molalla Manor Care Center
IF HOSP OR INST: Indicate DOA, OP/Emer Rm, Inpatient (specify) (7c) Inpatient
COUNTY OF DEATH (7d) Clackamas
STATE OF BIRTH (If not in U.S.A., name country) (8) Wyoming
CITIZEN OF WHAT COUNTRY (9) U.S.A.
MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (specify) (10) Widowed
SPOUSE (IF MARRIED, WIDOWED) (11) Robert Albert
WAS DECEDENT EVER IN U.S. ARMED FORCES? (specify yes or no) (12) No
SOCIAL SECURITY NUMBER (13) 520-20-4371
USUAL OCCUPATION (Give kind of work done during most of working life, even if retired) (14a) Nurse
KIND OF BUSINESS OR INDUSTRY (14b) Medicine
RESIDENCE — STATE (15a) Oregon
COUNTY (15b) Clackamas
CITY, TOWN OR LOCATION (15c) Molalla
STREET AND NUMBER OR R.F.D. ZIP (15d) 36778 S. Hibbard Road 97038
Inside City Limits (specify) (15e)
FATHER'S NAME First Middle Last (16) Louis P. Guinard
MOTHER'S NAME First Middle Last (Maiden Name) (17) Mary Pricella Robinson
INFORMANT — NAME AND MAILING ADDRESS (18) Mary Thompson - daughter
BURIAL, CREMATION, REMOVAL, OTHER (specify) (19a) Cremation
CEMETERY OR CREMATORY — NAME (19b) Valley Crematory
LOCATION City or Town State (19c) Woodburn, Oregon
FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH (Signature) (20a) James D. Burch
NAME AND ADDRESS OF FACILITY (20b) Everhart & Kent Funeral Home 220 E. Main St. Molalla, Oregon

To Be Completed by ATTENDING PHYSICIAN Only

To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated.
(21a) (Signature) Joseph Dobbes
DATE SIGNED (Mo., Day, Year) (21b) 7-25-86
HOUR OF DEATH (21c) 1516 M
NAME, TITLE AND ADDRESS OF CERTIFIER (Type or Print) (21d) Dr. Joseph Dobbes Robbins & Grange Molalla, Oregon ZIP 97038
NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print) (21e)

DATE RECEIVED BY REGISTRAR (Mo., Day, Year) (22a) JUL 28 1986
REGISTRAR (22b) (Signature) Lena James

PART I
(23) IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b) AND (c).)
(a) Sepsis — Interval between onset and death
DUE TO, OR AS A CONSEQUENCE OF
(b) Small Bowel Ischemia — Interval between onset and death
DUE TO, OR AS A CONSEQUENCE OF
(c) Small Intestinal Infarction — Interval between onset and death

PART II
OTHER SIGNIFICANT CONDITIONS — Conditions contributing to death but not related to cause given in PART I (a). Malfunction Colostomy
AUTOPSY (Specify Yes or No) (24) Yes
WAS MEDICAL EXAMINER NOTIFIED? (Specify Yes or No) (25) No

ACCIDENT (Specify Yes or No) (26a)
DATE OF INJURY (Mo., Day, Year) (26b)
HOUR OF INJURY (26c) M
DESCRIBE HOW INJURY OCCURRED (26d)
INJURY AT WORK (Specify Yes or No) (26e)
PLACE OF INJURY — At home, farm, street, factory, office building, etc. (Specify) (26f)
LOCATION STREET OR R.F.D. NO. CITY OR TOWN STATE (26g)

DID HOSPITAL REPRESENTATIVE MAKE REQUEST FOR ANATOMICAL GIFT CONSENT? YES ☐ NO ☐ N/A ☐
WAS GIFT MADE? YES ☐ NO ☐ N/A ☐

RESERVED FOR REGISTRAR'S USE

ORIGINAL—VITAL STATISTICS COPY

45-2 Rev

STATE OF OREGON
COUNTY OF CLACKAMAS

This certifies that the above is a true copy of a record of death registered with Clackamas County Public Health Division.

SEAL

THOMAS M. TROXEL, DIRECTOR
BY Lena James
DATE JUL 28 1986

NOT VALID WITHOUT RAISED SEAL OF CLACKAMAS COUNTY PUBLIC HEALTH DIVISION

291 Paul M. Sullivan [illegible] by occupation [illegible]
employed by the BOARD OF COUNTY COMMISSIONERS - COUNTY OF SUBLETTE to make a survey of the State of Wyoming lands based upon the center-line survey of the North Piney Cottonwood County Road No. 23-143 as described and shown on this plat made by the Bureau of Land Management in Pinedale, Wyoming under the authority of Gary Bauer, District Engineer; that the survey of said works was made under my supervision during 1978; and that such survey is accurately represented on this plat.

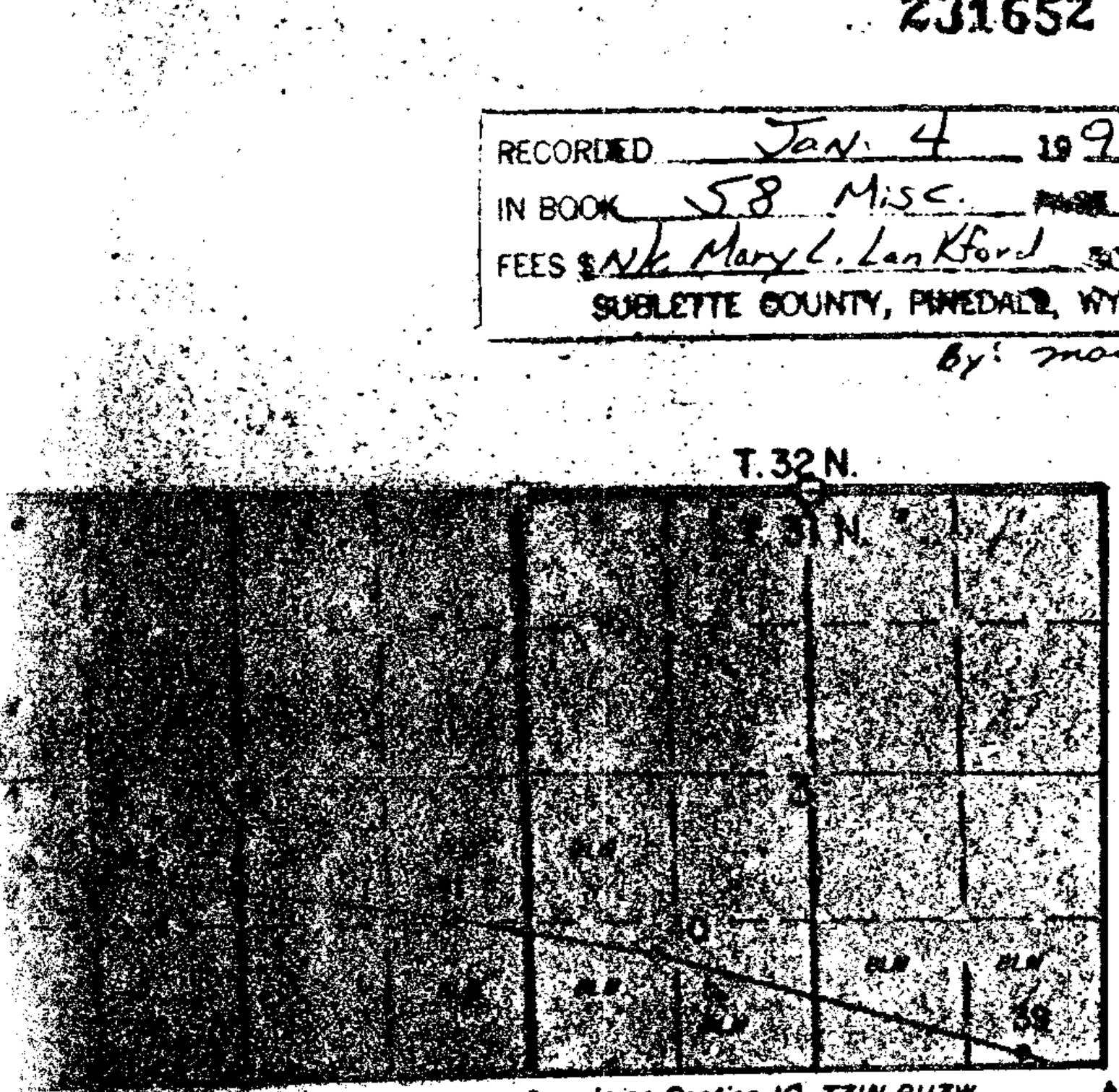
Paul A. Sullivan

Land Surveyor — Registration No. 164

5 October 1981

231652

RECORDED Jan. 4 19 91 8:46 A M
IN BOOK 58 Misc. PAGE 291
FEES $NK Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley



Joins Section 10 T31N R113W

PLAT TO ACCOMPANY APPLICATIONS FOR RIGHT OF WAY FOR UNITED STATES OF AMERICA — BUREAU OF LAND MANAGEMENT STATE OF WYOMING and PRIVATE EASEMENTS

for

NORTH PINEY COTTONWOOD COUNTY ROAD NO. 23-143

SUBLETTE COUNTY, WYOMING

Sheet 2 of 3

Certified Land Corner Recordation Certificate filed

3/8"x 12" steel spike — curve P.I.

C.'s and P.T.'s of curves computed and not set
2" steel spike or a section line intersection
d not set

231653

RECORDED Jan. 4 19 91 8:45 A.M.
IN BOOK 58 Misc. PAGE 292
FEES $N/C Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

PLAT TO ACCOMPANY APPLICATIONS FOR PRIVATE EASEMENTS

FOR

ROBERTS

COUNTY ROAD NO. 23-157

SUBLETTE COUNTY, WYOMING

28 December 1990

293

RECORDED Jan 4 1991 At 1 M
IN BOOK 58 Misc PAGE 293
FEES 4.00 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Ray

231670

THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF FAY C. BARGER, Deceased	)	Probate No. 1219

FILED
BY: M M Jensen
JAN 3 1991
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

AMENDED DECREE OF DISTRIBUTION

THIS MATTER comes before the Court on the motion of the Personal Representative for entry of an amended Decree of Distribution, and the Court finding good cause therefor and being satisfactorily advised in the premises,

IT IS ORDERED, ADJUDGED AND DECREED that the Decree of Distribution filed March 28, 1990, along with the Supplemental Decree of Distribution filed June 15, 1990, and the Nunc Pro Tunc Decree of Distribution filed August 29, 1990, are all amended in accordance with this Decree and that the Personal Representative shall proceed to make final distribution of all assets of this estate in accordance with this Amended Decree of Distribution, and that all of the assets of the estate as set forth in the Amended Estate Inventory as filed August 29, 1987, are hereby declared to be the sole property of and are hereby set over to and vested absolutely in:

ANNE E. BARGER — One-half (½) undivided interest

ANNE E. BARGER, TRUSTEE OF THE TRUST I ESTATE — One-half (½) undivided interest,

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, and 6, 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 1595.51 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.

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 ANNE E. BARGER and to the TRUST I Estate in the shares hereinbefore set forth.

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 closing of the estate.

DATED this 30th day of Dec, 1990.

BY THE COURT:

D. TERRY ROGERS
District Court Judge

THE STATE OF WYOMING
COUNTY OF SUBLETTE

I, 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

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF)
)
JANET D. TIBBALS,)
)
Deceased.)

Probate No. 1303

ORDER DIRECTING PERSONAL REPRESENTATIVE TO EXECUTE AND DELIVER MORTGAGE RELEASE

THIS MATTER came on for hearing before the Court on the 18th day of December, 1990 at 3:00 P.M. in the Fremont County Courthouse, Lander, Wyoming on the Modified Petition For Order Directing Personal Representative To Execute And Deliver Mortgage Release of JAMES A. BAKER, III. The Court heard arguments and reviewed the Promissory Note and Mortgage Deed at issue. The Court finds that both the Promissory Note and Mortgage Deed expressly allow prepayment at anytime without penalty. The Court further finds that upon payment in full of the sums due under said Promissory Note and Mortgage Deed, the Petitioner is entitled to a Mortgage Release releasing the concerned Mortgage Deed.

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

That James S. Payne, Personal Representative of the Estate of Janet D. Tibbals, deceased, be and hereby is authorized and ordered to execute a Mortgage Release releasing that certain Mortgage Deed recorded at Book 53 of Mortgages, page 121, in the office of the County Clerk, Sublette County, Wyoming and covering the following described real property, to-wit:

Township 32 North, Range 106 West of the 6th P.M., Sublette County, Wyoming;

Section 7:	Lots One (1), Two (2), Nine (9) and Ten (10), E½SW¼, E½SE¼, (Also described as the S½);
Section 8:	Lots Three (3), Four (4), Five (5), Six (6) and Seven (7), NE¼SW¼, N½SE¼, (Also described as the S½);
Section 9:	NW¼SW¼, S½SW¼;
Section 17:	Lots One (1), Two (2), Three (3), Four (4) and Six (6), NW¼, N½SW¼, (Also described as the N½, N½SW¼, NW¼SE¼);
Section 18:	Lots One (1) and Two (2), E½NW¼, NE¼, NE¼SE¼, (Also described as N½, NE¼SE¼);

TOGETHER WITH all improvements, water rights, ditch rights, easements or other appurtenances thereunto appertaining;
TOGETHER WITH all minerals and mineral rights appurtenant thereunto as are owned by Grantor.
SUBJECT TO reservations and restrictions contained in 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.

That James S. Payne, Personal Representative, be and hereby is further authorized and ordered to deliver said Mortgage Release to Petitioner or Petitioner's

231675

RECORDED Jan. 7 IN 91 10:40 AM
IN BOOK 58 Misc. PAGE 297
FEES $6 as May L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

FILED
BY: Marilyn M. Jensen
DEC 28 1990
By Dana Fenn - Deputy
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYO

Attorney, upon the payment to said James S. Payne, Personal Representative, of the full principal and interest amount owing under said Mortgage Deed.

DATED this 27 day of October, 1994.

ELIZABETH A. KAIL
District Court Judge

APPROVED AS TO FORM:

JAMES L. HETTINGER, Attorney for Estate

RALPH E. WOOD, Attorney for Petitioner

THE STATE OF WYOMING
COUNTY OF SUBLETTE

I, MARILYN [illegible], CLERK OF THE NINTH JUDICIAL DISTRICT COURT IN AND FOR SAID COUNTY AND IN THE [illegible] DO HEREBY CERTIFY THE FOREGOING IS A FULL, TRUE AND COMPLETE COPY.

SUBLETTE COUNTY

IN THE DISTRICT COURT OF SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF JANET DOROTHEA TIBBALS, also known as JANET D. TIBBALS, Deceased.	)	Probate Docket No. 1303

FILED
BY:
JAN 2 1991
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

ORDER APPROVING FINAL REPORT AND ACCOUNTING, ALLOWANCE OF FEES, DECREE OF FINAL SETTLEMENT, AND ORDER FOR DISTRIBUTION

James S. Payne, the personal representative of the above-entitled estate, appeared in person and with counsel, James L. Hettinger, and presented to this Court his Final Report, Accounting, and Petition for Allowance of Fees and Distribution of Estate, and it appearing to the Court that copies thereof, together with copies of the Order Setting Hearing on Final Report and Notice of Hearing for Final Settlement of Estate, have been mailed to the heirs of said decedent in accordance with the requirements of law, and that the time for filing objections thereto has expired and that no objections have been filed, the Court proceeded to review and examine the proceedings had herein, being advised by said counsel, and from such, FINDS:

1. That the petitioner is now, and ever since June 2, 1989, has been, the duly appointed, qualified, and acting personal representative of this estate;

2. That Notice of Probate was duly published; that the time for filing creditors' claims herein has expired and that all claims against the estate have been paid; that inventory and appraisement was duly taken and returned to this Court; that all of the assets of this estate coming to the knowledge of the personal representative have been fully realized; that the personal representative has properly accounted for all of the assets constituting this estate; and that the estate is substantially administered and is now in a condition to permit the entry of a decree;

3. That the arrangements made by the personal representative for the caretaking of decedent's ranch property leased and optioned to Eastfork Livestock, Inc., the full payment and discharge of the mortgage to Federal Land Bank of Omaha, and the full payment of Sublette County property taxes for 1990 were in the best interests of this estate and decedent's heirs;

4. That there are presently no federal, state, county, or municipal taxes due from this estate, and that the personal

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SUBLETTE COUNTY CLERK
By: Mary Ritter

representative has been heretofore authorized by the court to withhold $50,000.00 from distribution until all estate tax matters are fully resolved and settled;

5. That Janet Dorothea Tibbals died intestate on May 30, 1989, a resident of and domiciled in the County of Sublette, State of Wyoming; that the decedent was never married; that the personal representative has been informed and believes that Norman E. Smith, a first cousin of the decedent, died during the course of this probate, leaving as his sole heir his surviving spouse, Elsa M. Smith, and that a judicial determination and authentication thereof is pending; that the heirs at law and beneficiaries of the decedent, and their current addresses, are:

Lula C. Topham, first cousin;
475 Popo Agie Street, Lander, Wyoming 82520;

Marie McManus, first cousin;
200 South Fourth, Lander, Wyoming 82520;

Heir(s) of Norman E. Smith, first cousin;
2708 West Armour, Seattle, Washington 98199;
(subject to adjudication pursuant to the laws of the State of Washington);

James S. Payne, second cousin;
P. O. Box 786, Riverton, Wyoming 82501;

Janet Shriner, second cousin;
P. O. Box 278, Dixon, New Mexico 87527;

Elsa Fox Nielsen (formerly Elsa Fox), second cousin;
1118 C, Creekside Way, Ojai, California 93023;

Lida Janet DeTomaso, second cousin;
17155 Manzanita Drive, Fontana, California 92335;

Lula Irene Henry, second cousin;
(formerly shown as Irene L. Henry),
SVL Box 8849, Victorville, California 92392;

Alice Claire Butler, second cousin;
4311 Campbell Street, Kansas City, Missouri 64110;

Donna Mae Robeson, second cousin;
770 Shoshone Street, Lander, Wyoming 82520;

Donald John Sherlock, second cousin;
Route 62, Box 48, Lander, Wyoming 82520;

William Arvid Sherlock, second cousin;
Route 62, Box 48, Lander, Wyoming 82520;

Peter Francis Sherlock, second cousin;
P. O. Box 27962, Honolulu, Hawaii 96827;

James David Sherlock, second cousin;
P. O. Box 427, Lander, Wyoming 82520;

Kenneth Lee Sherlock, second cousin;
2920 Eighth Avenue North, Billings, Montana 59101;

and that none of the foregoing distributees is under any legal disability, except for the adjudication and determination of the heirs of Norman E. Smith, as aforesaid;

6. That the distribution of assets proposed by the personal representative, including the sale of shares of corporate stock in lots or odd lots, ought to be approved;

7. That the personal representative, James S. Payne, and the attorneys for this estate, Hettinger & Leedy, have respectively rendered good and valuable services, and all the services normally required in an estate of this kind and size, and are therefore entitled to receive their fees for such services as computed pursuant to Sections 2-7-803 and 2-7-804, W.S., 1977, together with costs of administration;

8. Counsel advised the court that distribution of the interest of Norman E. Smith herein awaits determination and authentication of his heirs in accordance with the laws of the State of Washington; that the personal representative of the within estate has not received a closing letter from the Internal Revenue Service relative to the federal estate tax returned filed by him; and, further, in consequence of a federal estate tax special use valuation made in the estate of James Norton Tibbals, brother of Janet Tibbals who predeceased her, there may be a recapture of additional federal estate taxes predicated upon fair market value;

8.1 That subsequent to the filing of the petition for a decree of distribution, James A. Baker III exercised his option to purchase certain real property from the decedent, whereupon the escrowed warranty deed and mortgage upon said property were recorded; that thereafter said James A. Baker III moved the court for an order authorizing the personal representative to execute a mortgage release upon payment of the unpaid principal balance of the mortgage debt;

8.2 That subsequent to the filing of the petition for a decree of distribution, Eastfork Livestock, Inc. also exercised its option to purchase certain real property from the decedent; that Eastfork Livestock has moved the court for an order whereby periodic payments upon the purchase price may be made to an escrow account with the First National Bank of Pinedale, and Eastfork Livestock's attorney shall structure such escrow for the disbursement of the purchase money to the beneficiaries of this estate;

8.3 That at the commencement of the proceedings in this estate, the personal representative relied upon a letter dated April 4, 1987, from Marion Yoder, Attorney at Law, Laramie, Wyoming, concluding that Norman E. Smith, James S. Payne, Janet Shriner, and Elsa Fox were the only heirs of the decedent, and that it was not until on or about August 3, 1989, that the personal representative determined that there were additional heirs, who were subsequently identified in pleadings filed with the court; that Marie McManus and Lula C. Topham submitted a claim for $5,000 as attorney's fees paid to Larry Hartnett of Jackson, Wyoming, who filed a petition in Sublette County, Wyoming, for the determination of the heirs of Janet Tibbals, but service of process was not made upon the personal representative nor any other party named in said petition, and the court has in fact dismissed that lawsuit; that the personal representative, in that capacity and as an heir, rejected the claim for attorney's fees filed by Mrs. Topham and Mrs. McManus; that, during the hearing on this date, Mrs. Topham and Mrs. McManus, being present in the

court, advised that they elected to withdraw their claim in its entirety, even though the court would have authorized the claim upon unanimous written approval by all of the heirs;

8.4 That an attorney representing Marie McManus has requested that her portion of the within estate be paid over unto Marie Georgia McManus, Trustee of the Marie Georgia McManus Revocable Trust, and the court directed that a written assignment of the interest of Mrs. McManus be made of record in these proceedings prior to entry of this decree of distribution.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED: That the accounts of the personal representative are, and they hereby are declared to be, complete and correct, and that all proceedings by said personal representative taken and had in the administration of this estate, and payment of expenses and claims and gathering of assets be, and they hereby are, approved and confirmed, and declared in all respects to be in accordance with the requirements of law; and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED: That the within estate cannot be closed and the personal representative discharged until such time as the heirs of Norman E. Smith are determined and authenticated proceedings from the State of Washington are filed herein, and until all federal estate tax matters relating to this estate and the estate of James Norton Tibbals have been resolved and made of record; and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED: That the personal representative, upon payment in full of the promissory note from James A. Baker III, be, and he hereby is, authorized and directed to execute a mortgage release to said James A. Baker III upon the following-described real property:

> Lots 1, 2, 9, and 10, E/2SW/4, E/2SE/4 (also described as the S/2) Section 7; Lots 3, 4, 5, 6, and 7, NE/4SW/4, N/2SE/4 (also described as the S/2) Section 8; NW/4SW/4, S/2SW/4 Section 9; Lots 1, 2, 3, 4, and 6, NW/4, N/2SW/4 (also described as the N/2, N/2SW/4, NW/4SE/4) Section 17; Lots 1 and 2, E/2NW/4, NE/4, NE/4SE/4 (also described as N/2, NE/4SE/4) Section 18; all in Township 32 North, Range 106 West, 6th P.M., Sublette County, Wyoming;

and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED: That the personal representative be, and he hereby is, authorized and directed to enter into an agreement designating the First National Bank of Pinedale as escrow agent in the sale of the following-described real property to Eastfork Livestock, Inc.:

> S/2SW/4 Section 4; S/2SE/4 Section 5; Lots 4, 5, 6, and 7, E/2SW/4, SE/4 Section 6; Lots 3 and 4, E/2NW/4, W/2NE/4, NE/4NE/4 Section 7; NW/4NW/4 Section 9; Township 31 North, Range 106 West of the 6th P.M.; All of Section 1; S/2NW/4, SW/4, W/2SE/4, SW/4NE/4 Section 3; N/2NE/4 Section 12; Township 31 North, Range 107 West, 6th P.M.; all in Sublette County, Wyoming,

whereby the escrow may make disbursement of the sale proceeds to the beneficiaries named herein and hold a deed from the personal representative pending payment of the purchase price in full; and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED: That the share of this estate to be distributed to Marie McManus be transferred and set over unto Marie Georgia McManus, Trustee of the Marie Georgia McManus Revocable Trust; and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED: That the personal representative and the attorneys for this estate, Hettinger & Leedy, are entitled to, and are hereby awarded, the statutory fee of $21,873.31 each, together with their costs of administration hereafter incurred; and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED: That all of the remaining property of this estate, described as follows:

American Telephone and Telegraph Company 30-yr 8-3/4% Debenture, No. 8233-3104, due May 15, 2000 (CUSIP 030177 BH 1);

812 shares of the common capital stock of American Telephone and Telegraph Company;

160 shares of the common capital stock of U S West, Inc. (CUSIP No. 912889 10 2);

240 shares of the common capital stock of Southwestern Bell Corporation (CUSIP No. 845333 10 3);

320 shares of the common capital stock of Pacific Telesis Group (CUSIP No. 694890 10 4);
359 shares of the common capital stock of Bell South Corporation (CUSIP No. 079860 10 2);

160 shares of the common capital stock of Nynex Corporation (CUSIP No. 670768 10 1);
160 shares of the common capital stock of Bell Atlantic Corporation (CUSIP No. 077853 10 9);

214 shares of the common capital stock of American Information Technologies Corporation (CUSIP No. 026804 10 4);

139 shares of the common capital stock of Pacific Corporation, formerly Utah Power & Light Company, CUSIP No. 917508 10 3;

5/16 interest in Carrie Shields lode mining claim; undetermined interests in Leane, Chesterfield, and Vantage mining claims; Fremont County, Wyoming;

SW/4SE/4 Section 5, Township 31 North, Range 106 West, 6th P.M., Sublette County, Wyoming; subject to an agreement for sale to David B. Faigl or Christine E. Faigl, husband and wife, escrowed with the First National Bank of Pinedale;

SW/4SW/4 Section 4, Township 31 North, Range 106 West, 6th P.M., Sublette County, Wyoming; subject to

an agreement for sale to Greg P. Stainbrook and Joni A. Stainbrook, husband and wife, escrowed with the First National Bank of Pinedale;

SE/4SE/4 Section 5, Township 31 North, Range 106 West, 6th P.M., Sublette County, Wyoming; subject to an agreement for sale to Joseph H. Faigl or Nona Dian Faigl, husband and wife, escrowed with the First National Bank of Pinedale;

S/2SW/4 Section 4; S/2SE/4 Section 5; Lots 4, 5, 6, and 7, E/2SW/4, SE/4 Section 6; Lots 3 and 4, E/2NW/4, W/2NE/4, NE/4NE/4 Section 7; NW/4NW/4 Section 9; Township 31 North, Range 106 West of the 6th P.M.; All of Section 1; S/2NW/4, SW/4, W/2SE/4, SW/4NE/4 Section 3; N/2NE/4 Section 12; Township 31 North, Range 107 West, 6th P.M.; all in Sublette County, Wyoming; together with all improvements, and together with decedent's interest in Wyoming grazing leases Nos. 3-7533 and 3-8051, covering Section 16, Township 30 North, Range 107 West, 6th P.M., and Section 36, Township 31 North, Range 107 West, 6th P.M., Sublette County, Wyoming; subject to an agreement of sale wherein Eastfork Livestock, Inc., a Wyoming corporation, is the purchaser;

Funds remaining in First National Bank of Pinedale checking account No. 607 48 7 and First Interstate Bank of Riverton checking account No. 036 104 8, following settlement of all estate tax matters and payment of all fees and costs of administration;

together with any and all other property, wheresoever situate and of whatsoever kind or nature, not now known or which may be hereafter discovered, which was owned by the decedent or to which she was entitled at the time of her death, or which may have been acquired in the course of the administration of this estate, be, and it hereby is, set over unto decedent's heirs at law in the following percentages, to-wit:

Marie Georgia McManus, Trustee of the Marie Georgia McManus Revocable Trust	33.33%
Heir(s) of Norman E. Smith	16.66%
Lula C. Topham	8.34%
Alice Claire Butler	2.08%
Donna Mae Robeson	2.08%
Donald John Sherlock	2.08%
William Arvid Sherlock	2.08%
Lida Janet DeTomaso	4.17%
Lula Irene Henry	4.17%
Peter Francis Sherlock	2.78%
James David Sherlock	2.78%
Kenneth Lee Sherlock	2.78%
Janet Shriner	5.56%
Elsa Fox Nielsen	5.56%
James S. Payne	5.56%

and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED: That the personal representative be, and he hereby is, authorized and directed to sell shares of corporate stock, in lots or odd lots, as set forth below, and to cause the transfer of the remaining shares and to distribute cash for fractional shares, as follows:

	Shares to Transfer	Fractional Share to be paid in Cash
AT&T (sell 9 shares)		
Marie Georgia McManus, Trustee of the Marie Georgia McManus Revocable Trust	270	.6396
Heir(s) of Norman E. Smith	135	.2792
Lula C. Topham	67	.6396
Alice Claire Butler	16	.8896
Donna Mae Robeson	16	.8896
Donald John Sherlock	16	.8896
William Arvid Sherlock	16	.8896
Lida Janet DeTomaso	33	.8604
Lula Irene Henry	33	.8604
Peter Francis Sherlock	22	.5736
James David Sherlock	22	.5736
Kenneth Lee Sherlock	22	.5736
Janet Shriner	45	.1472
Elsa Fox Nielsen	45	.1472
James S. Payne	45	.1472
U S West (sell 8 shares)		
Marie Georgia McManus, Trustee of the Marie Georgia McManus Revocable Trust	53	.3280
Heir(s) of Norman E. Smith	26	.6560
Lula C. Topham	13	.3280
Alice Claire Butler	3	.3280
Donna Mae Robeson	3	.3280
Donald John Sherlock	3	.3280
William Arvid Sherlock	3	.3280
Lida Janet DeTomaso	6	.6720
Lula Irene Henry	6	.6720
Peter Francis Sherlock	4	.4480
James David Sherlock	4	.4480
Kenneth Lee Sherlock	4	.4480
Janet Shriner	8	.8960
Elsa Fox Nielsen	8	.8960
James S. Payne	8	.8960
Southwestern Bell (sell 10 shares)		
Marie Georgia McManus, Trustee of the Marie Georgia McManus Revocable Trust	79	.9920
Heir(s) of Norman E. Smith	39	.9840
Lula C. Topham	19	.9920
Alice Claire Butler	4	.9920
Donna Mae Robeson	4	.9920
Donald John Sherlock	4	.9920
William Arvid Sherlock	4	.9920
Lida Janet DeTomaso	10	.0080
Lula Irene Henry	10	.0080
Peter Francis Sherlock	6	.6720
James David Sherlock	6	.6720
Kenneth Lee Sherlock	6	.6720

Janet Shriner	13	.3440
Elsa Fox Nielsen	13	.3440
James S. Payne	13	.3440

Pacific Telesis (sell 10 shares)

Marie Georgia McManus, Trustee of the Marie Georgia McManus Revocable Trust	106	.6560
Heir(s) of Norman E. Smith	53	.3120
Lula C. Topham	26	.6560
Alice Claire Butler	6	.6560
Donna Mae Robeson	6	.6560
Donald John Sherlock	6	.6560
William Arvid Sherlock	6	.6560
Lida Janet DeTomaso	13	.3440
Lula Irene Henry	13	.3440
Peter Francis Sherlock	8	.8960
James David Sherlock	8	.8960
Kenneth Lee Sherlock	8	.8960
Janet Shriner	17	.7920
Elsa Fox Nielsen	17	.7920
James S. Payne	17	.7920

Bell South (sell 12 shares)

Marie Georgia McManus, Trustee of the Marie Georgia McManus Revocable Trust	119	.6547
Heir(s) of Norman E. Smith	59	.8094
Lula C. Topham	29	.9047
Alice Claire Butler	7	.4672
Donna Mae Robeson	7	.4672
Donald John Sherlock	7	.4672
William Arvid Sherlock	7	.4672
Lida Janet DeTomaso	14	.9703
Lula Irene Henry	14	.9703
Peter Francis Sherlock	9	.9802
James David Sherlock	9	.9802
Kenneth Lee Sherlock	9	.9802
Janet Shriner	19	.9604
Elsa Fox Nielsen	19	.9604
James S. Payne	19	.9604

Nynex (sell 8 shares)

Marie Georgia McManus, Trustee of the Marie Georgia McManus Revocable Trust	53	.3280
Heir(s) of Norman E. Smith	26	.6560
Lula C. Topham	13	.3280
Alice Claire Butler	3	.3280
Donna Mae Robeson	3	.3280
Donald John Sherlock	3	.3280
William Arvid Sherlock	3	.3280
Lida Janet DeTomaso	6	.6720
Lula Irene Henry	6	.6720
Peter Francis Sherlock	4	.4480

James David Sherlock	4	.4480
Kenneth Lee Sherlock	4	.4480
Janet Shriner	8	.8960
Elsa Fox Nielsen	8	.8960
James S. Payne	8	.8960

Bell Atlantic (sell 8 shares)

Marie Georgia McManus, Trustee of the Marie Georgia McManus Revocable Trust	53	.3280
Heir(s) of Norman E. Smith	26	.6560
Lula C. Topham	13	.3280
Alice Claire Butler	3	.3280
Donna Mae Robeson	3	.3280
Donald John Sherlock	3	.3280
William Arvid Sherlock	3	.3280
Lida Janet DeTomaso	6	.6720
Lula Irene Henry	6	.6720
Peter Francis Sherlock	4	.4480
James David Sherlock	4	.4480
Kenneth Lee Sherlock	4	.4480
Janet Shriner	8	.8960
Elsa Fox Nielsen	8	.8960
James S. Payne	8	.8960

Ameritech (sell 11 shares)

Marie Georgia McManus, Trustee of the Marie Georgia McManus Revocable Trust	71	.3262
Heir(s) of Norman E. Smith	35	.6524
Lula C. Topham	17	.8262
Alice Claire Butler	4	.4512
Donna Mae Robeson	4	.4512
Donald John Sherlock	4	.4512
William Arvid Sherlock	4	.4512
Lida Janet DeTomaso	8	.9238
Lula Irene Henry	8	.9238
Peter Francis Sherlock	5	.9492
James David Sherlock	5	.9492
Kenneth Lee Sherlock	5	.9492
Janet Shriner	11	.8984
Elsa Fox Nielsen	11	.8984
James S. Payne	11	.8984

Pacific Corp. (sell 11 shares)

Marie Georgia McManus, Trustee of the Marie Georgia McManus Revocable Trust	46	.3287
Heir(s) of Norman E. Smith	23	.1574
Lula C. Topham	11	.5787
Alice Claire Butler	2	.8912
Donna Mae Robeson	2	.8912
Donald John Sherlock	2	.8912
William Arvid Sherlock	2	.8912
Lida Janet DeTomaso	5	.7963

Lula Irene Henry	5	.7963
Peter Francis Sherlock	3	.8642
James David Sherlock	3	.8642
Kenneth Lee Sherlock	3	.8642
Janet Shriner	7	.7284
Elsa Fox Nielsen	7	.7284
James S. Payne	7	.7284

DONE this 9th day of December, 19 90.

BY THE COURT:

ELIZABETH A. KAIL, District Judge

THE STATE OF WYOMING
COUNTY OF CAMPBELL
I, MARILYN LEE, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND THE STATE AFORESAID DO HEREBY CERTIFY THE FOREGOING IS A FULL, TRUE AND COMPLETE COPY.
SIGNED 1-2-91

CERTIFICATE OF SERVICE

This is to certify that a copy of th foregoing was duly served by pre paid mail upon all counsel of record a their last known address this 2 day of Jan 19 91

By Dawn Lenn

Hettinger & Fuchs
James Payne
Ralph E. Ward

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AFFIDAVIT

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, 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 situate in the County of Sublette and State of Wyoming, to-wit:

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

Section 18: E/2 E/2

3-

That by warranty deed dated the 2nd day of June, 1980, and filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming on the 3rd day of June, 1980, and recorded in Book 21 of the Deed Records of said office at page 605, the above described real estate was conveyed by James Ranches, Inc. a Wyoming Corporation, unto V. L. Looney and Patricia E. Looney, husband wife, and to the survivor thereof as tenants by the entirety, grantees, of the Town of Pinedale, County of Sublette County, 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;

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FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

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;

7-

That attached hereto is a copy of the official death certificate of Vernon L. Looney Jr., certified by the public authority wherein such original death certificate is a matter of record and that said Vernon L. Looney Jr., who is named in said death certificate is one and the same person as V. L. Looney named in the aforesaid warranty deed as a grantee with Patricia E. Looney, this affiant;

8-

That this affiant is one and the same person as Patricia E. Looney, grantee with V. L. Looney in the aforementioned warranty deed.

Patricia E. Looney

Subscribed in my presence and sworn to before me this 7th day of January, 1991.

Notary Public

My commission expires:

STEVEN MACKEY Notary Public

My Commission Expires Dec 31, 1992

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STATE OF WYOMING

DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 01586

TYPE OR PRINT IN PERMANENT INK

FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT—NAME: FIRST VERNON; MIDDLE L.; LAST LOONEY Jr.
2. SEX: MALE
3. DATE OF DEATH: APRIL, 27, 1986
4a. RACE: WHITE
4b. ORIGIN OR DESCENT: IRISH/SCOTCH/ NOPW
5a. AGE: 56
5b. UNDER 1 YEAR: MOS. / DAYS
5c. UNDER 1 DAY: HOURS / MIN.
6. DATE OF BIRTH: DECEMBER, 27, 1929
7a. PLACE OF DEATH: 12 MI. WEST HWY.191 ON COUNTY 354
7b. [illegible]
7c. RURAL DANIEL
7d. SUBLETTE
8. STATE OF BIRTH: WYOMING
9. CITIZEN OF WHAT COUNTRY: U.S.A.
10. MARITAL STATUS: MARRIED
11. SURVIVING SPOUSE: PATRICIA ELLIS
12. MILITARY: YES
13. SOCIAL SECURITY NUMBER: 728-01-9876
14a. USUAL OCCUPATION: RANCHER/REAL ESTATE
14b. KIND OF BUSINESS OR INDUSTRY: CATTLE/REAL ESTATE
15a. RESIDENCE STATE: WYOMING
15b. COUNTY: SUBLETTE
15c. CITY, TOWN OR LOCATION: PINEDALE
15d. STREET AND NUMBER: BOX 322
15e. INSIDE CITY LIMITS: NO

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

PARENTS

16. FATHER'S NAME: FIRST VERNON.; MIDDLE L.; LAST LOONEY
17. MOTHER'S MAIDEN NAME: FIRST CAPIOLA; MIDDLE M.; LAST AUS

INFORMANT

18a. INFORMANT—NAME (Type or Print): PATRICIA LOONEY
18b. MAILING ADDRESS: STREET OR R.F.D. NO. BOX 322; CITY OR TOWN PINEDALE; STATE WYO. 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 [illegible] date and place and due to the cause(s) stated. (Signature and Title): [signature] CORONER
22b. DATE SIGNED (Mo., Day, Yr.): APRIL, 28,1986
22c. HOUR OF DEATH: APROX. 7:30 A. M
22d. PRONOUNCED DEAD (Mo., Day, Yr.): ON APRIL,27,1986
22e. PRONOUNCED DEAD (Hour): AT 9:47 A. M

23. REGISTRAR (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) [illegible] Cardiovascular Arrest. [illegible]
DUE TO, OR AS A CONSEQUENCE OF
(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:
28d. DESCRIBE HOW INJURY OCCURRED:
28e. INJURY AT WORK (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

MAR 29 1986
8 1985

STATE OF WYOMING RECORDS SEAL 1933

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.

[signature, M.D.]
Lawrence J. Cohen, M. D.
State Registrar

[signature]
Richard O. Hall
Deputy State Registrar

MEMORANDUM OF CONTRACT

TO WHOM IT MAY CONCERN:

On JANUARY 9, 1991, R. Dale Howlett and Denise Howlett a/k/a Denece Howlett, husband and wife, as Seller, and Jeffrey L. Alexander and Marvene M. Alexander, 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 Nine (9), Favazzo Subdivision (Favazzo Subdivision No. 1) as the same appears of record on the map or plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in United States Patents;
> SUBJECT TO exceptions, reservations and restrictions of record; and
> SUBJECT TO easements or rights of way of record or in use.

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:

R. Dale Howlett

Denise Howlett a/k/a
Denece Howlett

231712

BUYER:

Jeffrey L. Alexander

Marvene M. Alexander

RECORDED Jan 10 1991 8:15 AM
IN BOOK 58 Misc. PAGE 312
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mari Riley

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

The foregoing instrument was acknowledged before me by R. Dale Howlett and Denise Howlett a/k/a Denece Howlett this 31 day of December, 1990.

Witness my hand and official seal.

NOTARY PUBLIC
My Commission Expires 7-26-92
D. GRANT JOHNSON
12300 So 903 E
Draper
UT 84020
STATE OF UTAH

Notary Public

My Commission Expires: 7-26-92

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Jeffrey L. Alexander and Marvene M. Alexander this 9TH day of JANUARY, 1991.

Witness my hand and official seal.

CARBON-SUBLETTE
County of
Sublette
My Commission Expires
State of
Wyoming
Oct. 25, 1994

Carrie Noble
Notary Public

My Commission Expires: October 25, 1994

RENEWAL, EXTENSION AND MODIFICATION AGREEMENT

This Renewal, Extension and Modification Agreement (this "Agreement") is dated effective as of September 13, 1990. The parties to it are HOWELL PETROLEUM CORPORATION (the "Borrower"), a Delaware corporation, and TEXAS COMMERCE BANK NATIONAL ASSOCIATION (the "Lender"), a national banking association. The addresses of each of the Borrower and the Lender are set forth beside their respective signature blocks.

W I T N E S S E T H:

RECITALS:

The Borrower executed and delivered to the Lender a promissory note dated April 3, 1984 (which, as it has been and may hereafter be renewed, extended and rearranged, is called the "Note"), in the maximum principal amount of ONE HUNDRED MILLION DOLLARS ($100,000,000.00) bearing interest at the rate therein stated, with a stated final maturity date on the Termination Date, as defined therein, now being January 1, 1991 or such earlier date specified by the Lender pursuant to Section 9.1 of the applicable Loan Agreement between the Borrower and the Lender.

The Note is secured, among other security, by a Deed of Trust, Mortgage, Assignment of Production, Security Agreement and Financing Statement (the "Deed of Trust") dated August 29, 1988, from the Borrower to Gary K. Wright, Trustee for the benefit of the Lender, duly filed for record, among other jurisdictions, in the Office of the County Clerk of Sublette County, Wyoming, recorded at Book 49, Page 643, Mortgage Records, and with the Wyoming State Land and Farm Loan Office at Lease File No. 66-5165, together with Non-Standard Financing Statement (the "UCC-1") filed with the Wyoming Secretary of State on October 12, 1988 at UCC File No. 33310 and in the Office of the County Clerk of Sublette County, Wyoming, on October 12, 1988 in the Uniform Commercial Code Records under UCC File No. 222250, U24145 and in the Real Property Records under File No. 222251, U24146, such Deed of Trust previously modified by instruments filed with the County Clerk of Sublette County, Wyoming at Book 55, Page 709 and at Book 57, Page 74, Miscellaneous Records and with the Wyoming State Land and Farm Loan Office at Lease File No. 66-5165 (the Deed of Trust and the UCC-1 being herein referenced as the "Security Documents"). Reference is here made to the Security Documents for all purposes. The properties covered by the Security Documents which are located in Sublette County, Wyoming are described on Exhibit A hereto (the "Property"). All liens, security interests and assignments securing the Note insofar as same cover the Property, are collectively called the "Liens". Terms defined in the Deed of Trust and not otherwise herein defined shall have the same meanings here as there.

The Borrower and the Lender heretofore have agreed to extend the final maturity of the Note to January 1, 1991, and have ratified the Liens and confirmed that they continued to secure the Note, as so extended. The Borrower and the Lender have agreed to further extend the stated final maturity date of the Note and to evidence such extension of record and to ratify the Liens and confirm that they continue to secure the Note, all as set forth in the succeeding provisions of this Agreement.

AGREEMENTS:

In consideration of the premises and the mutual agreements herein set forth, the Borrower and the Lender hereby agree as follows:

1. Balance. The present advanced and unpaid principal balance of the Note is FIVE MILLION DOLLARS ($5,000,000.00).

231714

RECORDED Jan 10 '91 8:30 AM
IN BOOK 58 Misc. PAGE 314
FEES 39.75 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Nancy Riley

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2. Maturity Date. The Note, including all principal and accrued interest then unpaid, is finally due and payable on June 30, 1993.

3. Lien Continuation; Miscellaneous. The Liens are hereby ratified and confirmed as continuing to secure the payment of the Note, as modified pursuant to that certain Amended and Restated Loan Agreement dated of even date herewith (the "Restated Loan Agreement"). Nothing herein shall in any manner diminish, impair or extinguish the Note, the Restated Loan Agreement or the Liens securing it. The Liens are not waived. To the extent of any conflict between the Note, the Restated Loan Agreement and this Agreement, the Restated Loan Agreement shall control. This Agreement shall bind and benefit the Borrower and the Lender and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns; shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America; may be executed in several counterparts, and by the parties hereto on separate counterparts, and each counterpart, when executed and delivered, shall constitute an original agreement enforceable against all who signed it without production of or accounting for any other counterpart, and all separate counterparts shall constitute the same agreement.

EXECUTED effective as of the date first stated in this Agreement.

1010 Lamar Street
Houston, Texas 77002

HOWELL PETROLEUM CORPORATION,
a Delaware corporation

By: _____
Michael R. Drake
President

ATTEST:

_____
Paul W. Funkhouser
Secretary

(SEAL)

712 Main Street
Houston, Texas 77002

TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association

By: _____
James R. McBride
Vice President

Exhibit A - Property Description

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BE IT REMEMBERED THAT I, PATTI KILGORE, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid and residing in Houston, Harris County, Texas, hereby certify that, on this thirty-first day of December, 1990:

There personally appeared before me severally each of the following persons, each being the designated officer of HOWELL PETROLEUM CORPORATION, known to me to be such officer, such corporation being a party to the foregoing instrument:

> Michael R. Drake, President, and Paul W. Funkhouser, Secretary, of HOWELL PETROLEUM CORPORATION, a Delaware corporation, whose address is 1010 Lamar Street, Houston, Texas 77002.

The foregoing instrument was acknowledged before me by said officers in the capacities set forth opposite the names of such persons above, on the date first set forth above on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal in the City of Houston, County of Harris, State of Texas, on the date first above mentioned.

Patti Kilgore
NOTARY PUBLIC in and for
the State of T E X A S

NOTARY STAMP BELOW:

PATTI KILGORE
Notary Public, State of Texas
Commission Expires 3-10-92

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BE IT REMEMBERED THAT I, PATTI KILGORE, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid and residing in Houston, Harris County, Texas, hereby certify that, on this thirty-first day of December, 1990:

There personally appeared before me severally each of the following persons, each being the designated officer of TEXAS COMMERCE BANK NATIONAL ASSOCIATION, known to me to be such officer, such corporation being a party to the foregoing instrument:

James R. McBride, Vice President of TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association, whose address is 712 Main Street, Houston, Texas 77002.

The foregoing instrument was acknowledged before me by said officer in the capacity set forth opposite the name of such person above, on the date first set forth above on behalf of said national banking association.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal in the City of Houston, County of Harris, State of Texas, on the date first above mentioned.

Patti Kilgore
NOTARY PUBLIC in and for
the State of T E X A S

NOTARY STAMP BELOW:

PATTI KILGORE
Notary Public, State of Texas
Commission Expires 3-10-92

EXHIBIT A

EXHIBIT A

(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 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-R144W, 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-0320843	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

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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

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This Mortgage also covers and includes a security interest in contract rights of Howell Petroleum Corporation to production as extracted pursuant to the Fogarty Creek Unit Agreement and Unit Operating Agreement above referenced covering the below described properties whether or not Howell Petroleum Corporation owns record title to the leasehold estate in leases covering said properties.

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

Tract	Description of Land	Number of Acres	Serial No. & Expiration Date of Lease
5	T28N-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

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Tract	Description of Land	Number of Acres	Serial No. & Expiration Date of Lease
9	T28N-R114W, 6th P.M. Sec. 29: Lots 16,17,18 T28N-R115W, 6th P.M. Sec. 24: All sec. 25: All Sec. 36: N/2, N/2S/2	1,855.28	W-0322610 HBP
10	T28N-R114W, 6th P.M. Sec. 28: SW/4NE/4	40.00	W-2121 HBP
10 contd			
11	T28N-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	T28N-R114W, 6th P.M. Sec. 33: NW/4NE/4	40.00	W-20034 HBP
15	T28N-R114W, 6th P.M. Sec. 28: E/2NE/4, NW/4NE/4, NW/4SE/4	160.00	W-20038 HBP

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-34477 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

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

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

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

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

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT MICKELSON LAND COMPANY, a Wyoming Corporation, of Sublette County, State of Wyoming, grantor, for and in consideration of the sum of Ten ($10.00) Dollars and other valuable considerations, receipt of which is hereby acknowledged, have granted and conveyed, and by these presents DOES GRANT and CONVEY unto the COUNTY OF SUBLETTE, STATE OF WYOMING, grantee, its successors and assigns, an EASEMENT for a right of way to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to wit:

NORTH COTTONWOOD COUNTY ROAD NO. 23-129
That part of the SE¼, Section 21 and NW¼NE¼, NE¼NW¼, S½NW¼, of Section 28, T33N, R114W, being part of that tract of record in the Office of the Clerk of Sublette County, Wyoming, in Book 12 of Deeds on Page 429 lying and being situate within the bounds of the NORTH COTTONWOOD COUNTY ROAD NO. 23-129 as described on attached Exhibit "A".

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

GRANTOR also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance; including but not limited to, the right of corporations organized under the laws of this State or of any other state or of the United States 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 Section 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 desired engineering specifications as may be applicable to public roads.

GRANTEE agrees to construct culverts of suitable size across such ditches and laterals of the party of the first part as necessary for proper operation of his present irrigation system.

GRANTOR, its successors and assigns shall all have full use and enjoyment of the said premises except for the uses and purposes hereinbefore granted. GRANTEE shall have full right of ingress and egress to and from said described lands for the purpose of exercising the rights herein granted.

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

IN WITNESS WHEREOF, the Grantor has caused its seal to be hereunto affixed and these presents to be signed by its duly authorized officers, on this 7th day of January, 1990.

Attest:

MICKELSON LAND COMPANY
a Wyoming Corporation

Mae E. Mickelson
Secretary

Gordon Mickelson
President

231734

RECORDED Jan. 11 1991 8:36 A.M
IN BOOK 58 Misc. PAGE 330
FEES N/C Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mae Riley

330

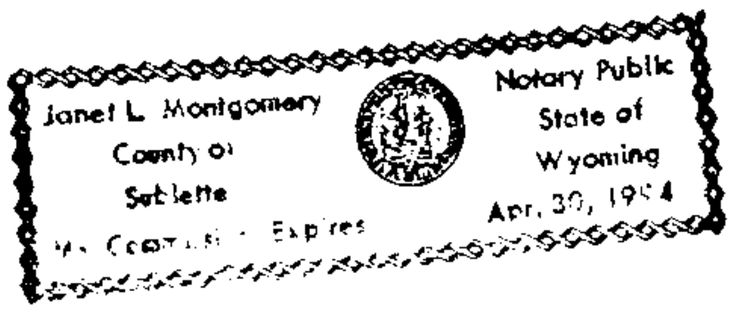
STATE OF WYOMING)
COUNTY OF SUBLETTE) Ss

The foregoing instrument was acknowledged to before me by Gordon Mickelsen & Mae E. Mickelsen, this 7th day of January, 1990.

Witness my hand and official seal.

Janet L. Montgomery
Notary Public

My Commission Expires:



DESCRIPTION FOR

NORTH COTTONWOOD COUNTY ROAD NO. 23-129

To-wit:--

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

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

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

Paul N. Scherbel
SURVEYOR SCHERBEL, LTD.
Registered Land Surveyor No. 784
Big Piney, Wyoming 83113

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

thence continuing N83°-49'-43"W, 420.5 feet, more or less, to Station 194+63.0;
thence N79°-46'-24"W, 1225.1 feet to Station 206+88.1;
thence S88°-24'-17"W, 1406.6 feet to Station 220+94.7;
thence S80°-24'-26"W, 1202.7 feet to Station 232+97.4;
thence S82°-58'-10"W, 1047.9 feet, more or less, to Station 243+45.3 on the west line of Section 18, T33N, R113W, S00°-20'-50"W, 1774.7 feet from the northwest corner of said Section 18;
thence continuing S82°-58'-10"W, 122.5 feet, more or less, to Station 244+67.8;
thence S80°-26'-46"W, 3314.1 feet to Station 277+81.9;
thence S86°-55'-02"W, 1956.4 feet, more or less, to Station 297+38.3 on the west line of said Section 13, N00°-23'-26"E, 146.2 feet from the west one-quarter corner of said Section 13;
thence continuing S86°-55'-02"W, 2700.4 feet, more or less, to Station 324+38.7;
thence S62°-16'-03"W, 429.8 feet to Station 328+68.5;
thence S55°-21'-33"W, 2582.0 feet to Station 354+50.5;
thence S55°-05'-01"W, 104.6 feet, more or less, to Station 355+55.1 on the west line of said Section 14, T33N, R114W, N00°-17'-42"E, 904.1 feet from the southwest corner of said Section 14;
thence continuing S55°-05'-01"W, 1561.4 feet, more or less, to Station 371+16.5 on the south line of said Section 15, T33N, R114W, N89°-33'-52"W, 1366.14 ft from said southwest corner of Section 14;
thence continuing S55°-05'-01"W, 2692.5 feet, more or less, to Station 398+09.0;
thence S56°-10'-40"W, 1332.8 feet to Station 411+41.8;
thence S58°-16'-12"W, 904.9 feet, more or less, to Station 420+46.7 on the west line of said Section 22, T33N, R114W, S00°-08'-04"W, 176.3 feet from the west one-quarter corner of said Section 22;
thence continuing S58°-16'-12"W, 131.3 feet, more or less, to Station 421+78.0;
thence S50°-02'-09"W, 2033.5 feet to Station 442+11.5;
thence S38°-04'-20"W, 1245.1 feet to Station 454+56.6;
thence S31°-56'-44"W, 122.4 feet, more or less, to Station 455+79.0 on the south line of said Section 21, T33N, R114W, S89°-13'-03"E, 124.6 feet from the south one-quarter corner of said Section 21;
thence continuing S31°-56'-44"W, 370.5 feet, more or less, to Station 459+49.5;
thence S40°-32'-15"W, 839.0 feet to Station 467+88.5;
thence S47°-43'-39"W, 906.3 feet to Station 476+94.8;
thence S42°-48'-22"W, 279.0 feet to Station 479+73.8;
thence S54°-57'-24"W, 218.7 feet to Station 481+92.5;
thence S71°-46'-08"W, 509.9 feet to Station 487+02.4;
thence S79°-25'-18"W, 257.4 feet to Station 489+59.8;
thence N88°-55'-38"W, 238.4 feet, more or less, to Station 491+98.2 on the west line of said Section 28, T33N, R114W, N00°-03'W, (BLM Record) 539.6 feet from the west one-quarter corner of said Section 28;
thence continuing N88°-55'-38"W, 860.9 feet, more or less, to Station 500+59.1;
thence N67°-09'-12"W, 378.1 feet to Station 504+37.2;
thence N76°-18'-35"W, 186.1 feet to Station 506+23.3;
thence S86°-34'-28"W, 445.7 feet to Station 510+69.0;
thence S76°-01'-26"W, 826.2 feet, more or less, to Station 518+95.2 the POINT OF ENDING on the west line of the S½NE¼ of Section 29, T33N, R114W, S00°-21'-16"W, 2122.9 feet from the north one-quarter corner of said Section 29;

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

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

13 August 1981

ul N. Scherbel
VEYOR SCHERBEL, LTD.
istered Land Surveyor No. 164
Piney, Wyoming 83113

[redacted] "Modification in any way of the fo[redacted]description terminates liability of the survey[redacted]

The State of ~~Wyoming~~ Arizona)
: ss.
County of ~~Sweetwater~~ Mohave)

A F F I D A V I T

LOIS E. CHAMBERS, of lawful age, being first duly sworn upon her oath according to law, deposes and says:

1. That Charles P. Chambers died at Rock Springs in Sweetwater County, Wyoming, on November 29, 1990.

2. That Charles P. Chambers and Lois E. Chambers were married to each other on February 7, 1948, at Jackson, Teton County, State of Wyoming.

3. That on the 17th day of June, 1974, Charles P. Chambers and Lois E. Chambers, husband and wife, purchased the following described real property from Redstone Corporation, a Wyoming corporation:

> Tract No. Eleven (11), Redstone Warren Bridge Subdivision as the same appears of record on the plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all water and water rights, ditches and ditch rights, improvements and appurtenances thereunto appertaining. SUBJECT TO Protective Covenants filed with the plat; SUBJECT TO easements and rights of way of record or in use and to water assessments; and SUBJECT TO reservations and restrictions contained in United States Patents.

4. That Redstone Corporation, a Wyoming corporation, duly and regularly executed and delivered a Warranty Deed dated June 17, 1974, in favor of Charles P. Chambers and Lois E. Chambers, 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 20th day of July, 1979, in Book 21 of Deeds on Page 126.

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 Charles P. Chambers and Lois E. Chambers, 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 June 17, 1974, until the death of Charles P. Chambers on November 29, 1990.

6. That Lois E. Chambers survived Charles P. Chambers, and by virtue thereof, said estate by the entireties vested in her upon the death of said Charles P. Chambers, and that she 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, Charles P. Chambers, certified to by the public authority in which such original death certificate is made of record.

231768

RECORDED Jan 15 AD 91 11:00 A M
IN BOOK 58 Misc PAGE 334
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

334

Dated this 11 day of JAN, 1991.

Lois E Chambers
LOIS E. CHAMBERS

Subscribed and sworn to before me this 11 day of JAN, 1992.

My commission expires:

Oct. 21, 1992

Edith Deck McDougal
Notary Public

[redacted] 161

LOCAL FILE NUMBER

DIVISION OF [redacted]ND MEDICAL SERVICES

CER[redacted]E OF DEATH

[redacted] 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.)
CHARLES	P.	CHAMBERS	Male	November 29, 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.)
528-26-7272	64					August 19, 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	Lois Bircher

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	Central Office Supervisor - Ret'd	Telephone Utility

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Sweetwater	Rock Springs	1220 Marchant 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
Jess		Chambers	Mary		Hedrick

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Mrs. Lois Chambers	Wife

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIPCODE
1220 Marchant 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. 1, 1990	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
▶ Vicki S. McLean	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) ▶ W. V. Pryich M.D.

22b. DATE SIGNED (Mo., Day, Yr.)	22c. HOUR OF DEATH
November 30, 1990	1:08A 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. William V. Pryich, 116 Second Street, Rock Springs, Wyoming 82901

25a. REGISTRAR (Signature) ▶ Edwina C. Mehle	25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
	November 30, 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 and Cardiopulmonary Failure	Immediate
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.	Thrombos Pulmonary Artery and Right Atrium	Unknown
DUE TO (OR AS A CONSEQUENCE OF):		
c.	Pneumonia Bilateral Bronchial	3 weeks
DUE TO (OR AS A CONSEQUENCE OF):		
d.	Valvular Heart Disease Tricuspid Insufficiency	Unknown

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

Chronic Obstructive Pulmonary Disease - Congestive Failure

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

VR 2-89
1/89 15M

MARGIN RESERVED FOR BINDING

Division of Health and Medical Services - Vital Records Services

DATE ISSUED **December 5, 1990**

THIS IS TO CERTIFY that this is a true correct conformed reproduction of the original death certificate completed by the VASE FUNERAL HOME and submitted to the VITAL RECORDS SERVICES, Wyoming Department of Health and Social Services, Division of 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**90**

My commission expires on **January 16, 1991**

336

State of Delaware

Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY PRESIDIO GAS RESOURCES, INC. IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE DATE SHOWN BELOW.

231829

RECORDED Jan. 22 1991 3:00 P M
IN BOOK 58 Misc. PAGE 337
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Petty

DEPARTMENT OF STATE
OFFICE OF THE SECRETARY OF STATE
1933 1970 1792
DELAWARE

Michael Harkins, Secretary of State

AUTHENTICATION: S. Miller

DATE: January 8, 1991

State of DELAWARE

Office of SECRETARY OF STATE

I, Michael Harkins, Secretary of State of the State of Delaware,

do hereby certify that the attached is a true and correct copy of

Certificate of Incorporation

filed in this office on December 11, 1990

231830

RECORDED Jan. 22 A.D. 1991 3:00 P.M.
IN BOOK 58 Misc. PAGE 338
FEES $8.00 Mary L. Lenhart COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Michael Harkins
Michael Harkins, Secretary of State

BY: S. Mills

DATE: January 8, 1991

Form 130

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 12/11/1990
903455408 - 2249163

CERTIFICATE OF INCORPORATION

OF

PRESIDIO GAS RESOURCES, INC.

FIRST: The name of the corporation is Presidio Gas Resources, Inc.

SECOND: The address of its registered office in the State of Delaware is the Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The nature of business or purposes to be conducted or promoted is to engage in any lawful activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of all classes of stock which the corporation shall have authority to issue is One Thousand (1,000) shares of Common Stock of the par value of Ten Cents ($.10) per share.

FIFTH: The name of the incorporator is Presidio Exploration, Inc., a Colorado corporation, and its mailing address is 5613 DTC Parkway, Suite 750, Englewood, Colorado 80111-3065.

SIXTH: The names and the mailing addresses of the directors who shall serve until the first annual meeting of stockholders or until their successors are elected and qualified, are as follows:

Name	Address
George P. Giard, Jr.	567 Madison Avenue, 16th Floor New York, New York 10021
Grant E. Thayer	5613 DTC Parkway, Suite 750 Englewood, Colorado 80111-3065
Robert L. Smith	5613 DTC Parkway, Suite 750 Englewood, Colorado 80111-3065

The number of directors of the corporation shall be as specified in, or determined in the manner provided in, the bylaws. Election of directors need not be by written ballot.

SEVENTH: In furtherance of, and not in limitation of, the powers conferred by statute, the Board of Directors is expressly authorized to adopt, amend or repeal the bylaws of the corporation.

EIGHTH: Whenever a compromise or arrangement is proposed between the corporation and its creditors or any class of them and/or between the corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way for the corporation or of any creditor or stockholder thereof or on the application of any receivers appointed for the corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, agree to any compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders of the corporation, as the case may be, and also on the corporation.

NINTH: No director of the corporation shall be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit.

TENTH: The corporation shall have the right, subject to any express provisions or restrictions contained in the certificate of incorporation or the bylaws of the corporation from time to time, to amend the certificate of incorporation or any provision thereof in any manner now or hereafter provided by law, and all rights and powers of any kind conferred upon a director or stockholder of the corporation by the

certificate of incorporation or any amendment thereof are subject to such right of the corporation.

The undersigned, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, does make this certificate, hereby declaring that this is the act and deed of Presidio Exploration, Inc. and that the facts herein stated are true, and accordingly has hereunto caused a duly authorized officer of Presidio Exploration, Inc., to set forth his signature this 11th day of December, 1990.

PRESIDIO EXPLORATION, INC.
Incorporator

By: _____
Grant E. Thayer
President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

BEFORE ME, a notary public in and for the State of Colorado, on this day personally appeared Grant E. Thayer, known to me to be the President of Presidio Exploration, Inc. and the person whose name is subscribed to the foregoing instrument, and being by me first duly sworn, declared that the statements therein contained are true and correct.

_____
Notary Public

My commission expires:

KATHLEEN D. LEUSCHEL NOTARY PUBLIC SEAL STATE OF COLORADO

My Commission Expires October 18, 1992

State of Delaware

Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY PRESIDIO PIPELINE, INC. IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE DATE SHOWN BELOW.

231831

RECORDED Jan. 22 19 91 3:00 P M
IN BOOK 58 M.Sc. PAGE 342
FEES $ Fee Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

DEPARTMENT OF STATE — OFFICE OF THE SECRETARY OF STATE — DELAWARE — 1813 — 1913 — 1913

Michael Harkins, Secretary of State

AUTHENTICATION: D. M. Miller

DATE: January 8, 1991

State of DELAWARE

Office of SECRETARY OF STATE

I, Michael Harkins, Secretary of State of the State of Delaware, do hereby certify that the attached is a true and correct copy of

Certificate of Incorporation

filed in this office on August 25, 1987

231832

RECORDED Jan. 22 1991 3:00 P M
IN BOOK 58 Misc. PAGE 343
FEES $14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mar Riley

Michael Harkins
Michael Harkins, Secretary of State

BY: D Miller

DATE: January 8, 1991

Form 130

877237068

FILED 12 2pm
AUG 28 1987

CERTIFICATE OF INCORPORATION
OF
PRESIDIO PIPELINE, INC.

FIRST: The name of the corporation is Presidio Pipeline, Inc.

SECOND: The address of its registered office in the State of Delaware is The Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of all classes of stock which the corporation shall have authority to issue is Ten Thousand (10,000) shares of Common Stock of the par value of Ten Cents ($0.10) per share.

FIFTH: The name of the incorporator is Jeffrey E. Eldredge and his mailing address is c/o Vinson & Elkins, 2020 LTV Center, 2001 Ross Avenue, Dallas, Texas 75201-2916.

SIXTH: The names and mailing addresses of the directors, who shall serve until the first annual meeting of stockholders or until their successors are elected and qualified, are as follows:

Name	Address
George P. Giard, Jr.	9 West 57th Street Suite 4067 New York, New York 10019
Keith R. Finger	5613 DTC Parkway, Suite 750 Englewood, Colorado 80111-3035
Grant E. Thayer	5613 DTC Parkway, Suite 750 Englewood, Colorado 80111-3035

The number of directors of the corporation shall be as specified in, or determined in the manner provided in, the by-laws. Election of directors need not be by written ballot.

SEVENTH: In furtherance of, and not in limitation of, the powers conferred by statute, the Board of Directors is expressly authorized to adopt, amend or repeal the by-laws of the corporation.

EIGHTH: Whenever a compromise or arrangement is proposed between the corporation and its creditors or any class of them and/or between the corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or

receivers appointed for the corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the corporation, as the case may be, and also on the corporation.

NINTH: No director of the corporation shall be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of

Delaware, or (iv) for any transaction from which the director derived an improper personal benefit.

TENTH: The corporation shall have the right, subject to any express provisions or restrictions contained in the certificate of incorporation or by-laws of the corporation, from time to time, to amend the certificate of incorporation or any provision thereof in any manner now or hereafter provided by law, and all rights and powers of any kind conferred upon a director or stockholder of the corporation by the certificate of incorporation or any amendment thereof are subject to such right of the corporation.

I, the undersigned, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring that this is my act and deed and that the facts herein stated are true, and accordingly have hereunto set my hand this 21st day of August, 1987.

Jeffrey E. Eldredge

THE STATE OF TEXAS

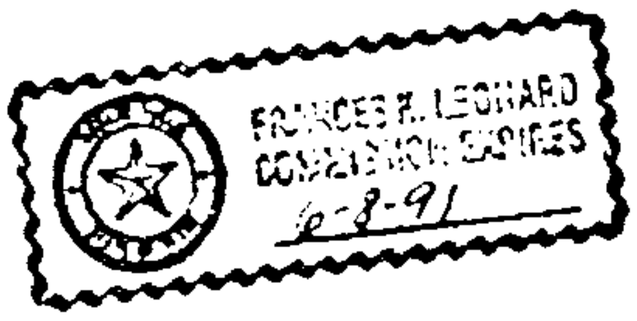
COUNTY OF DALLAS

BEFORE ME, a notary public, on this day personally appeared Jeffrey E. Eldredge, known to me to be the person whose name is subscribed to the foregoing instrument, and being by me first duly sworn, declared that the statements therein contained are true and correct.

Frances K. Leonard
Notary Public in and for the
State of Texas

FRANCES K. LEONARD
Printed Name

My Commission Expires: 6-9-91



State of DELAWARE

Office of SECRETARY OF STATE

I, Michael Harkins, Secretary of State of the State of Delaware,

do hereby certify that the attached is a true and correct copy of

Certificate of Amendment

filed in this office on October 19, 1990

231833

RECORDED Jan. 22 19 91 3:00 P M
IN BOOK 58 Misc. PAGE 349
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Lee

Michael Harkins
Michael Harkins, Secretary of State

BY: S Miller

DATE: January 10, 1991

Form 130

[redacted] [redacted] [redacted]

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:00 PM 10/19/1990
902925147 - 2135882

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
PRESIDIO GAS PROCESSORS, INC.

PRESIDIO GAS PROCESSORS, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

1. That the Certificate of Incorporation of Presidio Gas Processors, Inc. be amended by deleting Article First thereof in its entirety and inserting in lieu thereof, a new Article First to read as follows:

"The name of the corporation is Presidio Gas Resources, Inc."

2. That the foregoing amendment has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Presidio Gas Processors, Inc. has caused its corporate seal to be affixed hereto and this Certificate of Amendment to be signed by Grant E. Thayer, its President, and attested to by Bruce R. DeBoer, its Secretary, effective as of October 19, 1990.

PRESIDIO GAS PROCESSORS, INC.

ATTEST:

By: _____
President

_____
Secretary

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

Before me Kathleen D Leuschel, a Notary Public in and for the State of Colorado, personally appeared Grant E. Thayer and Bruce R. DeBoer, President and Secretary, respectively, of Presidio Gas Processors, Inc., a Delaware corporation, who acknowledged before me that they signed the foregoing Certificate of Amendment to the Certificate of Incorporation of Presidio Gas Processors, Inc., as their free and voluntary act and deed on behalf of the corporation for the uses and purposes therein set forth and that the facts contained therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9th day of October, 1990.

My commission expires:

MY COMMISSION EXPIRES 10-18-1992

(SEAL)

Kathleen D. Leuschel
Notary Public

State of DELAWARE

Office of SECRETARY OF STATE

I, Michael Harkins, Secretary of State of the State of Delaware,

do hereby certify that the attached is a true and correct copy of

Certificate of Amendment

filed in this office on December 7, 1990

231834

RECORDED Jan. 22 19 91 3:00 P M
IN BOOK 58 MISC. PAGE 352
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

DEPARTMENT OF STATE — OFFICE OF THE SECRETARY OF STATE — DELAWARE — 1893 — 1793 — 1970

Michael Harkins
Michael Harkins, Secretary of State

BY: D. Miller

DATE: January 10, 1991

Form 130

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
PRESIDIO GAS RESOURCES, INC.

PRESIDIO GAS RESOURCES, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

1. That the Certificate of Incorporation of Presidio Gas Resources, Inc. be amended by deleting Article First thereof in its entirety and inserting in lieu thereof, a new Article First to read as follows:

"The name of the corporation is Presidio Pipeline, Inc."

2. That the foregoing amendment has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Presidio Gas Resources, Inc. has caused its corporate seal to be affixed hereto and this Certificate of Amendment to be signed by Grant E. Thayer, its President, and attested to by Bruce R. DeBoer, its Secretary, effective as of December 7, 1990.

PRESIDIO GAS RESOURCES, INC.

ATTEST:

By: _____
President

_____
Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 12/07/1990
903415233 - 2135882

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

Before me Kathleen D. Leuschel, a Notary Public in and for the State of Colorado, personally appeared Grant E. Thayer and Bruce R. DeBoer, President and Secretary, respectively, of Presidio Gas Resources, Inc., a Delaware corporation, who acknowledged before me that they signed the foregoing Certificate of Amendment to the Certificate of Incorporation of Presidio Gas Resources, Inc., as their free and voluntary act and deed on behalf of the corporation for the uses and purposes therein set forth and that the facts contained therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of December, 1990.

Kathleen D Leuschel
Notary Public

My commission expires:

SEAL KATHLEEN D. LEUSCHEL NOTARY PUBLIC STATE OF COLORADO

My Commission Expires October 18, 1992

State of DELAWARE

Office of SECRETARY OF STATE

I, Michael Harkins, Secretary of State of the State of Delaware,

do hereby certify that the attached is a true and correct copy of

Certificate of Amendment

filed in this office on September 27, 1990

231835

RECORDED Jan. 22 19 91 3:00 P M
IN BOOK 58 Misc. PAGE 355
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

DEPARTMENT OF STATE — OFFICE OF THE SECRETARY OF STATE — DELAWARE — 1793 — 1813 — 1920

Michael Harkins
Michael Harkins, Secretary of State

BY: S. Miller

DATE: January 10, 1991

Form 130

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 09/27/1990
902705266 - 2135882

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
PRESIDIO PIPELINE, INC.

PRESIDIO PIPELINE, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

1. That the Certificate of Incorporation of Presidio Pipeline, Inc. be amended by deleting Article First thereof in its entirety and inserting in lieu thereof, a new Article First to read as follows:

"The name of the corporation is Presidio Gas Processors, Inc."

2. That the foregoing amendment has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Presidio Pipeline, Inc. has caused its corporate seal to be affixed hereto and this Certificate of Amendment to be signed by Grant E. Thayer, its President, and attested to by Bruce R. DeBoer, its Secretary, effective as of September 27, 1990.

PRESIDIO PIPELINE, INC.

By: _____
President

ATTEST:

_____
Secretary

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

Before me Kathleen D Leuschel, a Notary Public in and for the State of Colorado, personally appeared Grant E. Thayer and Bruce R. DeBoer, President and Secretary, respectively, of Presidio Pipeline, Inc., a Delaware corporation, who acknowledged before me that they signed the foregoing Certificate of Amendment to the Certificate of Incorporation of Presidio Pipeline, Inc., as their free and voluntary act and deed on behalf of the corporation for the uses and purposes therein set forth and that the facts contained therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of September, 1990.

Kathleen D. Leuschel
Notary Public

My commission expires:

MY COMMISSION EXPIRES 10-18-1992

KATHLEEN D SEAL NOTARY PUBLIC STATE OF

ASSIGNMENT OF CONTRACT INTEREST

WHEREAS, KEN HALLINAN and MARY HALLINAN, husband and wife, hereinafter referred to as Hallinans, and DAVID ORDWAY and CHRISTINA ORDWAY, husband and wife, hereinafter referred to as Ordways, as Buyers, did enter into a certain Contract For Sale dated 11/1/89 wherein JAMES H. KING and ROBERTA L. KING, husband and wife, were Sellers; and,

WHEREAS, said Contract For Sale concerns the purchase and sale of certain real property located in Sublette County, Wyoming; and,

WHEREAS, a Memorandum of Agreement evidencing said Contract For Sale was recorded at Book 56 of Miscellaneous, page 189, in the office of the County Clerk, Sublette County, Wyoming; and,

WHEREAS, Hallinans and Ordways have entered into an Agreement To Dissolve Joint Ownership wherein they have agreed to separate their joint ownership in the real property being purchased under the aforesaid Contract For Sale; and,

WHEREAS, said Agreement provides that the concerned real property shall be divided and transferred between the parties and certain sums paid by Ordways to Hallinans; and,

WHEREAS, said Agreement further provides that the parties shall each execute an Assignment of Contract Interest to effectuate said transfer;

NOW THEREFORE, IN PARTIAL CONSIDERATION OF THE COVENANTS AND PROMISES HEREINAFTER SET OUT, THE PARTIES DO HEREBY AGREE AND CONTRACT AS FOLLOWS:

1. Hallinans do hereby for themselves and their heirs and assigns transfer, sell and convey unto Ordways any and all right, title and interest which they hold in the real property described in Exhibit "A" hereto. Said conveyance specifically includes any and all right, title and interest of Hallinans created by that certain Contract For Sale described above.

2. Ordways do hereby for themselves and their heirs and assigns transfer, sell and convey unto Hallinans any and all right, title and interest which they hold in the real property described in Exhibit "B" hereto. Said conveyance specifically includes any and all right, title and interest of Ordways created by that certain Contract For Sale described above.

3. The addresses of the grantees for tax purposes is as follows:

HALLINANS:

KEN HALLINAN
MARY HALLINAN
3642 35th Street
San Diego, CA 92104

ORDWAYS:

DAVID ORDWAY
CHRISTINA ORDWAY
3642 35th Street
San Diego, CA 92104

231845

RECORDED Jan. 23 AT 9:35 A.M.
IN BOOK 58 Misc. PAGE 358
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

4. This assignment is conditioned on the parties fulfilling the terms of the aforementioned Agreement To Dissolve Joint Ownership of which all parties

have a copy. Compliance with the terms of said Agreement shall be evidenced by the execution and delivery of Quitclaim Deeds to the respective parcels of real property described above from the parties assigning their interests to said parcels hereunder.

DATED this 1st day of September, 1990.

HALLINANS:

KEN HALLINAN

MARY HALLINAN

DATED this 1st day of September, 1990.

ORDWAYS:

DAVID ORDWAY

CHRISTINA ORDWAY

STATE California)
) ss.
COUNTY OF San Diego)

The foregoing **Assignment of Contract Interest** was acknowledged before me by KEN HALLINAN and MARY HALLINAN, this 1st day of September, 1990.

WITNESS my hand and official seal.

OFFICIAL SEAL
CAROLYN S FENN
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My comm. expires JUN 23, 1991

NOTARY PUBLIC

My Commission Expires:

STATE California)
) ss.
COUNTY OF San Diego)

The foregoing **Assignment of Contract Interest** was acknowledged before me by DAVID ORDWAY and CHRISTINA ORDWAY, this 1st day of September, 1990.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

OFFICIAL SEAL
CAROLYN S FENN
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My comm. expires JUN 23, 1991

EXHIBIT "A"

Township 32 North, Range 107 West of the 6th P.M., Sublette County, Wyoming;

Section 22: NE¼, E½NW¼, NE¼SW¼, SE¼
Section 23: N½NW¼, SW¼

TOGETHER WITH all improvements and appurtenances thereunto appertaining; all buildings, fences, water and water rights, ditch and ditch rights, reservoir and reservoir rights and mineral and mineral rights 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.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TWO PARCELS:

Parcel I:

A tract of land located in the N½NE¼, NE¼NW¼ of Section 22 and the NW¼NW¼ of Section 23, Township 32 North, Range 107 West of the 6th P.M., Sublette County, Wyoming, being more particularly described as follows:

Beginning at the northwest corner of the NE¼NW¼ of said Section 22, thence from said point of beginning N.89°45'10"E., along the north line of the NE¼NW¼, a distance of 1330.28 feet to the Northwest Corner of the N½NE¼ of Section 22;
thence N.89°48'00"E., along the north line of the N½NE¼ of Section 22, a distance of 1907.33 feet, to a point on the west right-of-way line of Wyoming State Highway 353;
thence S.43°43'29"E., along said right-of-way line, a distance of 1083.54 feet to a point of the west line of the NW¼NW¼ of Section 23;
thence entering Section 23 and continuing S.43°43'29"E., along the west right-of-way line, a distance of 219.27 feet;
thence S.89°46'35"W., a distance of 151.08 feet to a point on the east line of the N½NE¼ of Section 22;
thence entering Section 22 and continuing S.89°46'35"W., a distance of 3983.46 feet to a point on the west line of the NE¼NW¼ of Section 22;
thence N.00°12'59"W., along the west line of the NE¼NW¼, a distance of 945.25 feet, to the point of beginning.
The above described tract contians 80.00 acres.

Parcel II:

A parcel of land located in the NE¼NE¼ of Section 22 and the N½NW¼, SW¼ of Section 23, Township 32 North, Range 107 West of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

Section 22: That portion of the NE¼NE¼ lying and situated east and north of the east right-of-way line of the Wyoming State Highway 353;

Section 23: That portion of the N½NW¼ and the SW¼ lying and situated east and north of the east right-of-way line of the Wyoming State Highway 353;

EXHIBIT "B"

A parcel of land located in the NE¼NE¼ of Section 22 and the N½NW¼, SW¼ of Section 23, Township 32 North, Range 107 West of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

Section 22: That portion of the NE¼NE¼ lying and situated east and north of the east right-of-way line of the Wyoming State Highway 353;

Section 23: That portion of the N½NW¼ and the SW¼ lying and situated east and north of the east right-of-way line of the Wyoming State Highway 353;

A F F I D A V I T

State of Wyoming)
) ss
County of Sublette)

Comes now, Katherine M. Looney and Michael S. Looney, who being duly sworn, on oath according to law, do hereby make the following statement of facts and affirm:

1. That they are the original developers and caused the plat of the CALPET INDUSTRIAL PARK SUBDIVISION to be regularly recorded in the Office of the Clerk of Sublette County in Book 42 of Miscellaneous on page 574.

2. That they are the sole owners of all of the lots in the said Subdivision.

3. That in accordance with Wyoming Statutes, 1977 as amended, Section 34-12-106 and Section 34-12-109 and Section 34-12-110 the said affiants hereby vacate the foregoing Subdivision in its entirety including roadways.

4. That the County Clerk is requested to comply with Section 34-12-110 with respect to marking the original subdivision plat.

5. That a petition will be presented to the Planning and Zoning Commission requesting that the zoning be changed from the present IL (light industrial) to A-1 (agricultural), its original designation.

6. That inasmuch as the roadways were not dedicated to public use, the roadways are similarly vacated.

Katherine M. Looney
Katherine M. Looney

Michael S. Looney
Michael S. Looney

The foregoing instrument was acknowledgeld to before me by Katherine M. Looney and Michael S. Looney on the 27th day of January, 1991.

Witness my hand and official seal.

Notary Public

My commission expires:

Looney.aff 90B

STEVE MACKEY
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
June 22, 1992

231893

RECORDED Jan. 28 1991 11:35 A.M.
IN BOOK 58 Misc. PAGE 362
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

363

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

SUSAN J. PETERSEN,

Plaintiff,

vs.

FREDERICK G. PETERSEN,

Defendant.

Civil Action No. 3476

FILED
BY: [signature]
JAN 29 1991
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

PARTIAL RELEASE OF JUDGMENT LIEN

COMES NOW the Plaintiff, SUSAN J. PETERSEN, and hereby releases and waives any judgment lien arising out of the above captioned civil matter as the same applies to the following described real property:

> Lots Thirty-Two (32) and Thirty-Three (33), Boulder Lake Estates, First Filing, Sublette County, Wyoming;

Said release and waiver only applies to the real property specifically set out herein. This Partial Release Of Judgment Lien is given in consideration of said SUSAN J. PETERSEN not being named as a defendant in any action to foreclose that certain Mortgage dated 1/23/81 and concerning the real property set out herein.

DATED this 24th day of January, 1991.

[signature]
SUSAN J. PETERSEN, Plaintiff

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing Partial Release Of Judgement Lien was acknowledged before me by SUSAN J. PETERSEN, this 24 day of January, 1991.

Witness my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires:
Dec. 12, 1994
Notary Public
State of
Wyoming

[signature]
NOTARY PUBLIC

My Commission Expires: 12/12/94

231886

THE STATE OF WYOMING
COUNTY OF SUBLETTE
I, 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.
SIGNED [signature]
SUBLETTE COUNTY

RECORDED Jan 29th TO 91 1:32 PM
IN BOOK 58 MISC PAGE 363
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany Walker

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

RESIGNATION

I, Josephine Gatti, hereby resign as Trustee of the Trust established for the benefit of Haylee Rae Gatti pursuant to the Last Will and Testament of William Thomas Gatti, also known as William T. Gatti, and the probate of the Will in the Third Judicial District Court within and for Sweetwater County, Wyoming, Probate No. P90-40.

Dated this 24 day of January, 1991.

Josephine Gatti
Josephine Gatti

Subscribed and sworn to before me this 24 day of January, 1991, by Josephine Gatti.

My commission expires:
3-5-94

Notary Public

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

ACCEPTANCE OF APPOINTMENT AS TRUSTEE

I, Robbin D. Chivers, of legal age, being first duly sworn upon my oath, depose and say:

1. That Josephine Gatti has resigned her fiduciary responsibility as Trustee of the trust established for the benefit of Haylee Rae Gatti pursuant to the Last Will and Testament of William Thomas Gatti, also known as William t. Gatti, and the probate of his Last Will and Testament.

2. That Joseph Dee Gatti, the alternate trustee pursuant to the Last Will and Testament of William Thomas Gatti, also known as William T. Gatti, has renounced his right to serve as such Trustee.

3. That Robbin D. Chivers hereby solemnly swears that she will perform according to law, the duties of Trustee of the trust established for the benefit of Haylee Rae Gatti.

Dated this 24 day of January, 1991.

Robbin D. Chivers
Robbin D. Chivers

Subscribed and sworn to before me this 24 day of January, 1991.

My commission expires:
3-5-94

Notary Public

231898
RECORDED Jan 29 IN 91 2:15P M
IN BOOK 58 MISC PAGE 364
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

WYW-89587.gnt
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-89587

---

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

Board of County Commissioners
Sublette County
POB 250
Pinedale, WY 82941

receives a right to construct, operate, maintain, and terminate a double lane access road, on public lands described as follows:

T. 33 N., R. 114 W.
Section 33, SW1/4SW1/4, SW1/4SE1/4.
6th PM, Sublette County, WY

b. The right-of-way or permit area granted herein is 60 feet wide, 1,400 feet long and contains 1.9 acres, more or less.

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

d. This instrument may be renewed. If renewed, the right-of-way 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.

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.

231930

RECORDED Jan. 31 19 91 3:30 P M
IN BOOK 58 Misc. PAGE 365
FEES $ No May L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

3. Rental:

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

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 part 2800.

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 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 Exhibits A and B, dated January 2, 1991, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

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

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

WYW-89587

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

(Signature of Holder)

(Signature of Authorized Officer)

Acting Chairman,
(Title)

For the Area Manager
(Title)

Board of County Commissioners
January 11, 1991
(Date)

January 30, 1991
(Effective Date of Grant)

Attest: COUNTY CLERK SEAL

Mary L. Lankford
Sublette County Clerk

State of Wyoming)
) ss:
County of Sublette)

The foregoing instrument was acknowledged before me by David E. Harper, this 31 day of January, 1991.

Witness my hand and official seal.

Grace Jensen
Notary Public

My Commission Expires:
10/18/93

GRACE JENSEN NOTARY PUBLIC SUBLETTE COUNTY WYOMING

W-89587 Right-ofway
Sublette County Road 23-146
1,400' X 60'
EXHIBIT A 1/2/91

Mapped, edited, and published by the Geological Survey

Control by USGS and USC&GS

Topography by photogrammetric methods from aerial photographs taken 1963. Field checked 1964

Exhibit B
January 2, 1991
W-89587
(2800)

1. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

2. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

3. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

4. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

5. The holder shall submit standard or typical cross sections of the road to be constructed, maintained, or reconstructed as directed by the authorized officer. The cross sections should include, but are not limited to, the proposed road width, ditch dimensions, cut and fill slopes, and typical culvert installation.

6. As directed by the authorized officer, surfacing shall be designed to accommodate anticipated loading and traffic volumes and snall provide for future maintenance.

7. The holder shall seed all disturbed areas with the seed mixture(s) listed below. The seed mixture(s) shall be planted in the amounts specified in pounds of pure live seed (PLS)/acre. There shall be no primary or secondary noxious weed seed in the seed mixture. Seed shall be tested and the viability testing of seed shall be done in accordance with State law(s) and within 6 months prior to purchase. Commercial seed shall be either certified or registered seed. The seed mixture container shall be tagged in accordance with State law(s) and available for inspection by the authorized officer.

   Seed shall be planted using a drill equipped with a depth regulator to ensure proper depth of planting where drilling is possible. The seed mixture shall be evenly and uniformly planted over the disturbed area. (Smaller/heavier seeds have a tendency to drop to the bottom of the drill and are planted first. The holder shall take appropriate measures to ensure this does not occur.) Where drilling is not possible, seed shall be broadcast and the area shall be raked or chained to cover the seed. When broadcasting the seed, the pounds per acre noted below are to be doubled. The seeding will be repeated until a satisfactory stand is established as determined by the authorized officer. Evaluation of growth will not be made before completion of the second growing season after seeding. The authorized officer is to be notified a minimum of 5 days prior to seeding of the project.

Seed Mixture

Species of Seed	Variety	Pounds/acre PLS
Western Wheatgrass		6
Thickspike Wheatgrass		6

Pure Live Seed (PLS) formula: % of purity of seed mixture times % germination of seed mixture = portion of seed mixture that is PLS.

Exhibit B

MEMORANDUM OF LEASE

A lease agreement has been entered into between Jim Thomas and Margie Thomas, husband and wife, as Lessor, and Cottonwood Capital Limited Partnership, Cottonwood Capital Corporation as managing general partner, as Lessee, whose address is P. O. Box 7405, Jackson, Wyoming 83001, for the lease of the following described real estate:

See Exhibit "A" attached hereto and by this reference made a part hereof. Together with all improvements thereon.

The term of the lease is for four (4) years commencing November 15, 1990 and terminating November 14, 1994.

THIS MEMORANDUM IS FOR INFORMATION AND RECORDATION PURPOSES ONLY AND DOES NOT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES.

231940

RECORDED Feb. 1 1991 11:00 A.M.
IN BOOK 58 Misc. PAGE 371
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

Jim Thomas

Margie Thomas

COTTONWOOD CAPITAL LIMITED PARTNERSHIP, a Wyoming Limited Partnership

BY: COTTONWOOD CAPITAL CORPORATION, managing General Partner

By: _____
its V.P. Treasurer

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Jim Thomas and Margie Thomas this 24th day of January, 1991.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: 7/31/93

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Ron J. Sayfol, as VP of Cottonwood Capital Corporation, managing general partner of Cottonwood Capital Limited Partnership, this 24th day of January, 1990.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: 7/31/93

EXHIBIT "A"

The W1/2SW1/4 of Section 13; the W1/2NE1/4, E1/2W1/2 and SE1/4 of Section 14; the E1/2 and E1/2W1/2 of Section 22; all of Section 23; and the NW1/4NW1/4 of Section 24, all in T33N, R113W, Sublette County, Wyoming.

Cottonwood Creek

Ryegrass Junction

Halfway Creek

LANDING STRIP

Killpecker Creek

Drill Hole

Cottonwood Creek

MEMORANDUM OF CONTRACT

TO WHOM IT MAY CONCERN:

On December 31, 1990, R.L. Bellamy a/k/a Raymond Bellamy and Mary Bellamy f/k/a Mary Phillips, husband and wife, as Seller, and Donny L. Fuchs and Jean H. Hayward, each being a single person and purchasing this property as joint tenants with full right of survivorship, as Buyer, entered into a Sales Agreement whereby Seller agreed to sell and Buyer agreed to buy the following described real property, to wit:

A tract of land being located in the Southwest quarter of the Southwest quarter (SW¼SW¼) of Section 35, T.34N., R.111W., 6th P.M. in Sublette County, Wyoming, described as follows:
Beginning at a point which bears West 75 feet from the Southeast corner of the SW¼SW¼ of said Section 35 and running thence West for a distance of 320 feet to a point; thence running North a distance of 85 feet to a point; thence running East a distance of 320 feet to a point; thence running South a distance of 85 feet to the point of beginning;
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:

R.L. Bellamy a/k/a Raymond Bellamy

Mary Bellamy f/k/a Mary Phillips

BUYER:

Donny L. Fuchs

Jean H. Hayward

231943

RECORDED Feb 1 AT 9:10 A.M.
IN BOOK 58 Misc. PAGE 374
FEES $6.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Mary Riley

STATE OF Oregon)
) ss.
COUNTY OF Clatsop)

The foregoing instrument was acknowledged before me by R.L. Bellamy a/k/a Raymond Bellamy and Mary Bellamy f/k/a Mary Phillips this 28 day of Jan., 199 1.

Witness my hand and official seal.

Jan M Fuchs
Notary Public

My Commission Expires: 7/9/93

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Donny L. Fuchs and Jean H. Hayward this 18th day of January, 199 1.

Witness my hand and official seal.

SANDRA HUGHES
Notary Public - State of Nevada
Appointment Recorded in Mineral County
MY APPOINTMENT EXPIRES JAN. 5, 1993

Sandra Hughes
Notary Public

My Commission Expires: Jan 5, 1993

EASEMENT

DALE JENSEN and MYRTLE LOGAN JENSEN, husband and wife, of Sublette County, Wyoming, GRANTORS, in exchange for the sum of Ten and NO/100 $(10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto MILCO, INC., a Wyoming corporation with its principal office in Sublette County, Wyoming, GRANTEE, an easement of right-of-way to operate and maintain a road for ingress and egress over and on the real property described as follows:

A: A strip of land thirty (30) feet in width being part of the NW¼SW¼, NE¼SW¼, and SE¼SW¼ of Section 15, T31 N, R111 W of the 6th P.M., Sublette County, Wyoming, with the center line described as follows: Beginning at Station 21+27.00 on the west line of said Section 15, N 00°02' W, the base bearing for this survey, 1705.44 feet from the southwest corner of said Section 15 found as described in the Certified Land Corner Recordation Certificate filed in the Office of the Clerk of Sublette County; thence easterly, 398.24 feet along the arc of a circular curve to the right through a central angle of 03°52.4' with radius of 5890.02 feet to Station 25+25.24; thence S 78°50.3' E, 225.48 feet to Station 27+50.72; thence southeasterly, 439.40 feet along the arc of a circular curve to the right through a central angle of 07°19' with radius of 3440.89 feet to Station 31+90.12; thence S 71°31.3' E, 89.41 feet to Station 32+79.53; thence easterly, 275.84 feet along the arc of a circular curve to the left through a central angle of 24°10' with radius of 653.97 to Station 35+55.37; thence N 84°18.7' E, 12.85 feet to Station 35+68.22; thence easterly, 279.81 feet along the arc of a circular curve to the right through a central angle of 05°14' with radius of 3063.38 feet to a Station 38+48.03; thence N 89°32.7' E, 305.76 feet to Station 41+53.79; thence southeasterly, 741.02 feet along the arc of a circular curve to the right through a central angle of 53°55' with a radius of 787.46 to Station 48+94.81; thence
S 36°32.3' E, 15 feet, more or less, to Station 49+10 on the east line of said SE¼SW¼; and

B: The north fifty (50) feet of the NW¼SW¼ of Section 14, T31N, R111W of the 6th P.M., Sublette County, Wyoming.

Said easement is granted to the Grantee and its successors in interest and assigns and is appurtenant to, for the benefit of and shall run with the real property described as follows:

TOWNSHIP 31 NORTH, RANGE 110 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING,
Section 7: S½SE¼, SE¼SW¼, Lots 3 and 4
Section 17: NE¼, NW¼NW¼, S½NW¼, W½SE¼, SW¼
Section 18: E½, E½NW¼, NE¼SW¼, Lots 1 and 2
Section 20: NW¼NE¼, NE¼NW¼,

TOWNSHIP 31 NORTH, RANGE 111 WEST OF THE 6th P.M., SUBLETTE COUNTY, WYOMING,
Section 11: S½NE¼, SE¼,
Section 12: S½N½, S½
Section 13: N½N½

231961

RECORDED February 4 '91 2:04 P
IN BOOK 58 MISC PAGE 376
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany G. Walker

DATED this 25 day of January, 1991.

Dale Jensen
DALE JENSEN

Myrtle Logan Jensen
MYRTLE LOGAN JENSEN

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing Easement was acknowledged before me by Dale Jensen and Myrtle Logan Jensen this 25 day of January, 1991.
Witness my hand and official seal.

BONNIE BENNETT
Notary Public - State of Wyoming
Sublette County, Wyoming
Commission Expires April 16, 1994

Bonnie Bennett
Notary Public

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 4th day of Feb., 1991, between FOOTHILLS DEVELOPMENT CO., INC., a Wyoming corporation, as Seller, and DON D. SHENEFELT and SUSAN K. SHENEFELT, husband and wife, 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 Thirteen (13), 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.

Buyers' address for tax purposes is P.O. Box 242, Pinedale, WY 82941.

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

DATED this 4th day of Feb., 1991.

ATTEST:

SEAL

SECRETARY

SELLER:
FOOTHILLS DEVELOPMENT CO., INC.,
a Wyoming corporation:

BY: JOHN M. SULENTA, President

DATED this 4th day of Feb, 1991.

BUYERS:

DON D. SHENEFELT

SUSAN K. SHENEFELT

231964

RECORDED Feb 5 1991 10:15A
IN BOOK 58 misc PAGE 378
FEES $ 6.00 Mary L. Bankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
BY: Carol A. Cheney, Deputy

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum of 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 4th day of Feb., 1991.

WITNESS my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Dec. 12, 1994

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/94

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum of Agreement** was acknowledged before me by DON D. SHENEFELT and SUSAN K. SHENEFELT, this 4th day of Feb, 1991.

WITNESS my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Dec. 12, 1994

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/94

RECEIVED JAN 18 1991

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

ADRIEN VISSER,

Plaintiff,

vs.

FRED G. PETERSEN,

Defendant.

Civil Action No. 3963

FILED
BY: [signature]
FEB 6 1991
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

PARTIAL RELEASE OF JUDGMENT LIEN

COMES NOW the Plaintiff, ADRIEN VISSER, and hereby releases and waives the judgment lien arising out of that certain Default Judgment entered herein on 7/15/88 as the same applies to the following described real property:

Lots Thirty-Two (32) and Thirty-Three (33), Boulder Lake Estates, First Filing, Sublette County, Wyoming;

Said release and waiver only applies to the real property specifically set out herein. This Partial Release Of Judgment Lien is given in consideration of said ADRIEN VISSER not being named as a defendant in any action to foreclose that certain Mortgage dated 1/23/81 and concerning the real property set out herein.

DATED this 15TH day of Jan, 1991.

[signature]
ADRIEN VISSER, Plaintiff

STATE OF [illegible])
)
COUNTY OF [illegible])

The foregoing Partial Release Of Judgement Lien was acknowledged before me by ADRIEN VISSER, this 15th day of January, 1991.

Witness my hand and official seal.

[signature]
NOTARY PUBLIC

My Commission Expires: 5-25-93

OFFICIAL SEAL
ANASTATIA R. HALEY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires May 25, 1993

231971

RECORDED February 6 AT 9:12 o'clock A.M.
IN BOOK 58 misc PAGE 380
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

STATE OF WYOMING
COUNTY OF SUBLETTE
I, 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 [signature]
SUBLETTE COUNTY

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

DANIEL MERNA COUNTY ROAD NO. 23-112

That part of the SE¼NW¼, NW¼SE¼, Section 5, T34N, R112W, being part of that tract of record in the Office of the Clerk of Sublette County, Wyoming, in Book 56 of Miscellaneous Records on page 124, lying and being situate within the bounds of DANIEL MERNA COUNTY ROAD NO. 23-112 as described in that affidavit of record in said office in Book 52 of Niscellaneous Records on page 285.

upon acceptance and recordation of this easement by the Board of County Commissioners of Sublette County, Wyoming, that portion of the easement previously granted for this county road of record in said Office in Book 32 of Miscellaneous Records on page 332 being pertinent to the grantor's land is hereby released.

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

GRANTOR also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance; including but not limited to, the right of corporations organized under the laws of this State or of any other state or of the United States 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 Section 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 desired engineering specifications as may be applicable to public roads.

GRANTEE agrees, if and when grantee desires existing fence to be moved, to construct a lawful fence as described in Section 11-28-102, Wyoming Statutes, (1977) unless otherwise agreed upon by the parties. If grantor desires to have a new fence built, said fence shall be paid for by the grantor. Any new fence must be located on the right-of-way line described herein.

GRANTEE agrees to construct culverts of suitable size across such ditches and laterals of the party of the first part as necessary for proper operation of his present irrigation system.

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

231972

RECORDED Feb. 6 AD 91 1:30 P.M.
IN BOOK 58 Misc. PAGE 381
FEES $ None Mary L. Lockhart COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [redacted] Deputy

WITNESS OUR HANDS hereto this 25 day of January, 1991.

Ann W. Danner

Linda W. Lohse

STATE OF ~~WYOMING~~ California)
COUNTY OF ~~LINCOLN~~ San Mateo) ss

The foregoing instrument was acknowledged before me by Linda W. Lohse, this 17th day of January, 1991.

Witness my hand and official seal.

OFFICIAL SEAL
BETINE LEE
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY
My Comm. Expires April 7, 1993

Notary Public

My Commission Expires: 4-7-93

STATE OF CALIFORNIA)
)
COUNTY OF SANTA CLARA)

The foregoing instrument was acknowledged before me by Ann W Danner, this 25 day of January, 1991.

Witness my hand and official seal.

OFFICIAL SEAL
PATRICIA A. WI...S
NOTARY PUBLIC - CA...
SANTA CLARA COUNTY
My Comm. Expires MA...

Notary Public

My Commission Expires: 5-1-92

Rlsd BK 24 Pg 427 1/5/05

383

231981

RECORDED Feb. 7 19 91 2:15 PM
IN BOOK 58 Misc. PAGE 383
FEES $14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

EXTENSION AND MODIFICATION AGREEMENT

Marbleton, Wyoming

THIS AGREEMENT is made and entered into as of the 17th day of January, 1991, by and between LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD, a Missouri Not-For-Profit Corporation, 1333 South Kirkwood Road, St. Louis, Missouri 63122 ("LCEF") and Peace Lutheran Church of Big Piney - Marbleton, Wyoming, a non-profit corporation ("Borrower").

RECITALS

a. Borrower is indebted to LCEF pursuant to a Promissory Note (the "Note"), dated November 6, 1987, in the principal amount of $50,000.00, bearing interest at the rate of seven percent (7%) per annum on the principal sum from time to time remaining unpaid payable to LCEF in 35 equal monthly installments of $387.65, with a 36th monthly installment ("balloon") in the full amount of all unpaid principal and interest due and payable on November 6, 1990.

b. The Note is secured by that certain Mortgage (the "Mortgage") recorded on the 10th day of November, 1987, at Book 48 Mtg. Page 602 of the County Clerk Records of the Sublette County, Wyoming;

c. The balance presently due and payable under the Note to LCEF is $45,929.95 (the "Principal Balance").

d. The parties are desirous of entering into this Agreement for the purpose of extending and modifying the Note to provide for repayment of the Principal Balance over an extended length of time at a variable rate of interest.

TERMS AND CONDITIONS

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, the parties do hereby agree that the Note shall be extended and modified as follows:

1.1 Interest. The rates of interest payable by Maker to LCEF under the Note are as follows:

1.1.1 From the date of this Agreement, until the 6th day of the tenth calendar month following the date hereof, interest shall accrue and be payable on the principal balance from time to time outstanding at the rate of seven and three quarter percent (7-3/4%) per annum.

1.1.2 From the 6th day of the tenth calendar month following the date of this Agreement and beginning with each and every anniversary date of the 6th day of said tenth calendar month (said 6th day of said tenth calendar month and each such anniversary date being hereinafter referred to as the "Change Date"), interest shall accrue and be payable on the principal balance from time to time outstanding at a rate (the "Variable Interest Rate") of interest, per annum, established by LCEF in accordance with paragraph 1.1.3.

1.1.3 LCEF shall establish the Variable Interest Rate for each twelve calendar month period following each Change Date by adding up to (as it determines) two percentage points to the Cost of Funds as determined by it on the last day of the second calendar month of the calendar quarter preceding the calendar quarter of such Change Date. LCEF's Cost of Funds on such day shall be determined by computing an anticipated twelve (12) month average annual rate of interest payable on the total balance, then outstanding, of LCEF's Investment Obligations, exclusive of LCEF's Support Dollars. The resulting percentage, per annum, rounded to the nearest 1/8 of one percent, is LCEF's Cost of Funds. "Investment Obligations", for purposes of such computation, means the total principal value of all accounts payable to investors on LCEF's term notes and flexible investment certificates and "Support Dollars" means the total of all Investment Obligations held by corporations directly a part of or controlled by The Lutheran Church-Missouri Synod, as identified in the Synod's Constitution.

1.2 Amounts and Due Dates of Installments. The amounts and due dates of installments of principal and interest due and payable under the Note shall be determined as below set forth:

1.2.1 Beginning with the 6th day of the first month following the date of this Agreement, Maker shall pay to LCEF installments of principal and interest upon the 6th day of each and every calendar month during the term hereof through and including

November 6, 2007, the ("Maturity Date"). The amounts of such installments shall be determined as follows:

1.2.1.1 Maker shall pay to LCEF ten consecutive monthly installments of Four Hundred Seven and 70/100 Dollars ($407.70) each, beginning upon the 6th day of the first calendar month following the date of this Agreement and subsequently on the 6th day of each and every calendar month of the next succeeding nine calendar months thereafter.

1.2.1.2 The amount of each monthly installment due and payable upon each of the twelve installment due dates following each Change Date shall be the amount (determined by LCEF) which shall be sufficient to repay in full by the Maturity Date the principal balance owing on such Change Date, together with interest thereon over the remaining term of the loan at the Variable Interest Rate established for such Change Date, in equal monthly installments.

1.3 Notice. Thirty days in advance of each Change Date, LCEF shall send to the Borrower, by United States mail, written notice of the Variable Interest Rate and the amount of each monthly installment for the 12 month period following such Change Date. Any error in such notice, including, but not limited to, the Variable Interest Rate and payment amount therein set forth, shall not amend or otherwise diminish or affect Borrower's obligation to repay the indebtedness evidenced hereby at the rates of interest and in the installment amounts required pursuant to the other provisions of this Agreement and Note.

2. All payments on account of the indebtedness evidenced by the Note shall be first applied to the payment of accrued but unpaid interest and the excess remaining thereafter shall be credited to principal.

3. All payments hereunder shall be made to LCEF at 1333 S. Kirkwood Road, St. Louis, Missouri 63122, or at such other place as the LCEF may from time to time designate in writing, delivered or mailed to the Maker.

4. Maker reserves the right to prepay all amounts due hereunder in whole, or subject to the conditions hereinafter stated, in part, on any, installment payment date without premium or penalty and without prior notice to the LCEF. Any such prepayment shall be first applied against accrued but

unpaid interest, and the excess, if any, shall be applied against principal, in the inverse order of actual maturity of installments hereunder (i.e., shall be first applied against the final monthly installment). No such partial prepayment shall relieve Maker of its obligation to pay the required monthly installments hereunder until the entire indebtedness, together with interest, has been paid in full.

5. In the event that Maker shall be dissolved, merge with any other congregation, cease to be a member congregation of The Lutheran Church-Missouri Synod, or cease to use the real estate subject to the aforementioned deed of trust or mortgage for regular worship services, or for school, parsonage, teacherage, or other religious purposes, the entire principal sum remaining unpaid hereunder, together with accrued interest, may be declared immediately due and payable at the option of the LCEF.

6. In the event that Maker shall, subsequent to the date hereof, engage in further borrowing, or become voluntarily indebted to any other lender, without the written consent of the holder hereof, the entire principal sum remaining unpaid hereunder, together with accrued interest, may be declared immediately due and payable at the option of the LCEF.

7. In the event of default in the payment of any installment of principal or interest when due in accordance with the terms hereof, or on default in the performance of any agreement contained in the mortgage or deed of trust securing payment of the Note, the entire principal sum remaining unpaid hereunder, together with accrued interest, may be declared immediately due and payable at the option of the LCEF.

8. Any installment hereunder, or any portion thereof, not paid when due, whether at stated maturity or by declaration, shall bear interest after maturity at the rate set forth hereunder, plus two percent (2%) per annum, until paid, except that such interest shall not exceed the maximum rate permitted by law. Should interest not be paid when due, it shall thereafter bear like interest as the principal, but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law.

9. No delay, omission or indulgence by LCEF in exercising or enforcing any rights or remedies shall impair or affect the same or be construed to be a waiver of or acquiescence in any default. Any single or partial exercise

of any rights or remedies shall not preclude any other or further exercise thereof. No waiver by the LCEF shall be valid unless in writing signed by said LCEF, and then only to the extent specifically set forth in said writing.

10. Time for the payment and performance of each an all of the obligations of the Maker shall be of the essence hereof.

11. The terms and provisions of this Agreement and the Note shall inure to the benefit of any assignee, transferee, or holder or holders thereof, and, in the event of any transfer or assignment of the Note, each and all of the rights, remedies, powers, privileges and benefits therein granted the LCEF shall automatically be vested in the assignee, transferee, holder or holders.

12. Maker and all endorsers hereof severally waive presentment for payment, protest, notice of non-payment and of protest and agree to pay all reasonable costs of collection, including attorneys' fees.

13. The Note, as extended by this Agreement, shall continue to be secured by the Mortgage.

14. Except as modified herein, all terms and conditions of the Note are hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, this Agreement has been executed as of this 28 day of January, 1991.

(SEAL)

PEACE LUTHERAN CHURCH OF BIG PINEY - MARBLETON, WYOMING

BY: Gary Endecott
Trustee in Trust

BY: John R. Brady
Trustee in Trust

LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD

BY: Carolyn B Schlimpert
Carolyn B. Schlimpert - Asst. Vice President-Mortgage Loans

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

This instrument was acknowledge before me on the 25th day of January, 1991, by Gary Endecott and John R. Brady, the Trustees in Trust, respectively, of Peace Lutheran Church of Big Piney - Marbleton, on behalf of said corporation.

(SEAL)

Kathy L. Quintard
Notary Public, State of Wyoming

My Commission Expires:

11-19-94

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 4th day of February, in the year 1991, before me, Pamela M. Martin, a Notary Public in and for said state, personally appeared Carolyn B. Schlimpert, Assistant Vice President-Mortgage Loans of the Lutheran Church Extension Fund-Missouri Synod, known to me to be the person who executed the within Extension and Modification Agreement on behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

Pamela M. Martin
Notary Public, State of Missouri

PAMELA M MARTIN
Notary Public-State of Missouri
ST LOUIS COUNTY
My Commission Expires
May 6, 1994

My Commission Expires:

May 6, 1994

Prepared by and return to:

Lutheran Church Extension Fund
ATTEN: Gail Golden
1333 S. Kirkwood Road
St. Louis, MO 63122

389

E A S E M E N T

THAT REDSTONE CORPORATION, a Wyoming Corporation of Sublette County, State of Wyoming, party of the first part, for and in consideration of the sum of Ten ($10.00) Dollars and other valuable considerations, receipt of which is hereby acknowledged, have granted and conveyed, and by these presents does grant and convey unto the County of Sublette, State of Wyoming, party of the second part, its successors and assigns, an EASEMENT for a right-of-way to place, construct, operate, repair, and maintain the REDSTONE NEW FORK RIVER COUNTY ROAD NO. 23-204 through, across, and upon the following described property of the party of the first part, located in Sublette County, State of Wyoming, to-wit:--

See attached EXHIBIT "A"

232019

RECORDED Feb. 12 AD 91 3:00 PM
IN BOOK 58 Misc. PAGE 389
FEES $ N/C Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance; including but not limited to, the right of corporations organized under the laws of this State or of any other State or of the United States 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);

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

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

IN WITNESS WHEREOF, the party of the first part has caused its seal to be hereunto affixed and these presents to be signed by its duly authorized officers, on the 12th day of February, 1991.

Attest: Joseph R. Hicks

REDSTONE CORPORATION, a Wyoming Corporation

President

STATE OF WYOMING)
COUNTY OF Sublette) ss.

On this 12th day of Februcary 1991, before me personally appeared John M. Sulehta to me personally known, who being by me duly sworn, did say that he is the President of Redstone Corporation and that the seal affixed to said instrument is the corporate seal of the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and Joseph R. Hicks acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires on the 12 day of Dec., A.D., 1994.

Given under my hand and notarial seal this 12th day of Feb. A.D., 1991.

Susan J. Hanson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Dec. 12, 1994

Notary Public

EXHIBIT "A"

DESCRIPTION FOR COUNTY OF SUBLETTE

FOR EASEMENT ACROSS LOT 7 OF THE

REDSTONE NEW FORK RIVER SUBDIVISION

To-wit:--

That part of Lot 7 of the Redstone New Fork River Subdivision of record in the Office of the Clerk of Sublette County within the SW¼SE¼NW¼ of Section 5, T33N, R109W, Sublette County, Wyoming described as follows:

BEGINNING at the point of intersection of a northerly right of way line and an easterly right of way line of the Redstone New Fork River Road within said Lot 7;

thence N00°-16'-35"E, 95.3 feet along said easterly right of way line to a point;

thence S43°-20.1'E, 131.49 feet to a point on said northerly right of way line;

thence N89°-46'-57"W, 90.7 feet along said northerly right of way line to the POINT OF BEGINNING;

each "point" marked by a 3/8" x 12" steel spike;

ENCOMPASSING an area of 0.099 acre, more or less;

all in accordance with the plat prepared to be filed in said Office titled: "PLAT TO ACCOMPANY APPLICATIONS FOR RIGHT OF WAY FROM THE UNITED STATES OF AMERICA and PRIVATE EASEMENTS for REDSTONE NEW FORK RIVER COUNTY ROAD NO. 23-204 SUBLETTE COUNTY, WYOMING", dated 16 February 1988.

Paul A Scherbel
Wyoming Registered Land Surveyor No 64
Scott A Scherbel
Wyoming Registered Land Surveyor No 3869
SURVEYOR SCHERBEL LTD
Big Piney Wyoming 83113
Jackson Wyoming 83001
Afton Wyoming 83110

Paul C Scherbel

30 November 1988

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

790

Release of Assigment of Real Estate Contracts and Mortgages/ 391

RELEASE OF REAL ESTATE MORTGAGE (BY CORPORATION) FORM NO. 10½

KNOW ALL MEN BY THESE PRESENTS, That Key Bank of Wyoming Jackson fka Key Bank of Wyoming Evanston fka First Wyoming Bank - Evanston PO Box 610, Evanston, Wy 82930 a corporation, of the County of Teton and State of Wyoming, does hereby certify that a certain mortgage, bearing date the 27th day of January, A. D. 1984, made and executed by Hoback Ranches, Inc. a Wyoming Corporation, as mortgagorS, to Key Bank of Wyoming Jackson, fka Key Bank of Wyoming Evanston fka First Wyoming Bank-Evanston, as mortgagee, conveying certain real estate therein mentioned as security for the payment of $1,000,000.00, as therein stated, which mortgage was recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, State of Wyoming, on the 30th day of January 19 84, in Book 43 of Mortgages, at page 637, and mortgaging the following described real estate in said County, to-wit:

All lands as described in said mortgage.

is, with a note secured thereby, and the aforementioned debt, fully paid, satisfied, released, and discharged and in consideration thereof the said mortgagee does hereby release and quitclaim unto the said mortgagor the premises thereby conveyed and mortgaged.

IN WITNESS WHEREOF, the Key Bank of Wyoming Jackson, fka Key Bank of Wyoming Evanston fka First Wyoming Bank Evanston has caused these Presents to be signed by its Vice President, and its corporate seal to be affixed, this 5th day of February, A. D. 1991.

Signed, Sealed and Delivered in the presence of

Key Bnak of Wyoming Jackson, fka Key Bank of Wyoming Evanston fka First Wyoming Bank Evanston

Attest Secretary.

By Leonard K. Defa

Its Leonard K. Defa Vice President

Note: If it is not desired to describe lands in space therefor, insert the following: "All lands described in said mortgage."

THE STATE OF WYOMING, County of Uinta } ss.

On this 5th day of February, 1991, 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 fka Key Bank of Wyoming Evanston, fka First Wyoming Bank - Evanston

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 5th day of February, A.D.1991.

Susan Nogosek

Notary Public.

My commission expires on the 11th day of January, A. D. 1995.

THE STATE OF WYOMING, County of Sublette } ss.

This instrument was filed for record at 1:15 o'clock P M., on the 13 day of February, A. D. 1991, and duly recorded in Book 58 Misc. on Page 391.

Mary L. Lankford

County Clerk and Ex-Officio Register of Deeds

No. 232023 Fees, $4.00 By Mary Riley Deputy Clerk

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

JOHN M. SULENTA and GRACE E. SULENTA and ROBERT W. SIEVERS and DONNA E. SIEVERS,

Plaintiffs,

vs.

KEITH COLIN TRAVERS, D.C.,

Defendant.

Civil Action No 5144

FILED
BY:
FEB 12 1991
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

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 Plaintiffs appearing by their attorney, RALPH E. WOOD, and the Defendant 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 Plaintiffs and being now fully advised in the premises, finds as follows:

That Plaintiffs' Complaint was filed in this Court on the 17th day of December 1990; that the cause is one of the actions enumerated in Rule 4(e), Wyoming Rules of Civil Procedure, in that it is an action brought for the purpose of obtaining a decree declaring, determining and establishing the rights and interests of the Plaintiffs and Defendant in certain real property hereinafter described located in Sublette County, Wyoming; that service of Summons issued out of this Court was duly and regularly made by publication upon the Defendant to the action.

That the Defendant has failed in any manner to answer Plaintiffs' Summons served and published as aforesaid, or otherwise appear, and the time for answering by the said Defendant having expired, the default of said Defendant has been and hereby is entered.

It further appearing that the Plaintiffs by their actions seek the decree of this Court declaring the invalidity of any asserted claim of the Defendant in and to the real property and interests set out in said Complaint and hereinafter described and to Quiet Title against the claims of the Defendant herein and that no reason exists why judgment should not now be entered against the said Defendant, the Court now being fully advised in the premises finds generally for the Plaintiffs and against the Defendant upon the Plaintiffs' Complaint and the issues of said cause; and the Court further finds that Plaintiffs have sustained all the allegations of said Complaint by sufficient evidence; and the Court does finally find that said Defendant has 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 Defendant has no claim whatsoever to any right, title interest or estate in the lands hereinafter described.

2. That Plaintiffs, JOHM M. SULENTA, GRACE E. SULENTA, ROBERT

232025

RECORDED Feb. 13 1991 1:35 PM
IN BOOK 58 Misc. PAGE 392
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Ley

W. SIEVERS and DONNA E. SIEVERS, are the true and lawful owners of all the real property and premeises described as:

> Lot Forty-Four (44), Monte Vista Estates, Second Filing, Sublette County, Wyoming as the same appears on the official plat thereof as filed for record in the office of the County Clerk and Wx-Officio Register of Deeds for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;

3. That the title and possession of said Plaintiffs in and to the real property and premises hereinabove described is forever quieted and settled in said Plaintiffs, free and clear of all right, title, lien, claim, estate, interest, or equity of said Defendant and any others claiming any interest therein by or through said Defendant.

4. That the Defendant is hereby forever enjoined and barred from setting up any right, title, interest, estate, or claim in or to the aforedescribed real property.

DATED this 1 day of [illegible], ~~1990.~~ 1991.

ELIZABETH A. KAIL
Judge of the District Court

THE STATE OF WYOMING
COUNTY OF SUBLETTE
SS.
I, EVELYN M. JENSEN, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND THE STATE AFORESAID DO HEREBY CERTIFY THIS INSTRUMENT IS A FULL, TRUE AND COMPLETE COPY.
DATED [illegible]

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 16th day of November, 1990, between IVAN SHEFFY and HELEN V. SHEFFY, husband and wife, as Sellers, and F. MICHAEL LaVOIE and SUSAN L. LaVOIE, 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 Twenty-Seven (27), Half Moon Mountain Subdivision, 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 Half Moon Mountain Subdivision, 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 STREET OR ROADS.

Buyers' address for tax purposes is P.O. Box 554, Pinedale, WY 82941.

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

DATED this 16 day of November, 1990.

232026

RECORDED Feb. 13 1991 1:35P M
IN BOOK 58 Misc PAGE 394
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Joan Riley

SELLERS:

Ivan Sheffy
IVAN SHEFFY

Helen V. Sheffy
HELEN V. SHEFFY

DATED this 12th day of February, 1991.

BUYERS:

F. Michael LaVoie
F. MICHAEL LaVOIE

Susan L. LaVoie
SUSAN L. LaVOIE

STATE OF ARIZONA)
) ss.
COUNTY OF MOHAVE)

The foregoing **Memorandum Of Agreement** was acknowledged before me by IVAN SHEFFY and HELEN V. SHEFFY, this 16th day of

NOVEMBER ,1990.

WITNESS my hand and official seal.

RAMONA BRO JOHN NOTARY PUBLIC STATE OF WYO

NOTARY PUBLIC

My Commission Expries:

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum Of Agreement** was acknowledged before me by F. MICHAEL LaVOIE and SUSAN L. LaVOIE, this 12th day of February, 1990.

WITNESS my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Dec. 12, 1994

NOTARY PUBLIC

My Commission Expires: 12/12/94

Right-of-Way Easement

KNOW ALL MEN BY THESE PRESENTS: SAMUEL B. MARTIN and JUDY S. MARTIN, husband and wife of the County of Sublette and State of Wyoming, hereinafter referred to as "grantor," for and in consideration of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the County of Sub., State of Wyoming, hereinafter referred to as "grantee," the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Lincoln and State of Wyoming, to-wit

REDSTONE NEW FORK RIVER COUNTY ROAD NO. 23-204

See attached EXHIBIT "A"

232046

RECORDED Feb 14 at 91 2:35 P M
IN BOOK 58 Misc. PAGE 396
FEES $ N/C Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mar Riley

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

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance; including but not limited to, the right of corporations organized under the laws of this State or of any other State or of the United States 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);

Grantee agrees to maintain culverts of suitable size across such ditches and laterals of Grantor as necessary for proper operation of irrigation systems and in the case of new construction, the grantee agrees to construct culverts of suitable size across such ditches and laterals of Grantor as necessary for proper operation of the irrigation systems.

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

WITNESS OUR HANDS hereto this 14th day of February, 1991.

Samuel B. Martin
Samuel B. Martin

Judy S. Martin
Judy S. Martin

THE STATE OF WYOMING)
) SS.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Samuel B. Martin and Judy S. Martin, husband and wife, this 14th day of February, 1991.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:
5/17/94

EXHIBIT "A"

DESCRIPTION FOR COUNTY OF SUBLETTE
FOR EASEMENT ACROSS LOT 12 OF THE
REDSTONE NEW FORK RIVER SUBDIVISION

To-wit:--

That part of Lot 12 of the Redstone New Fork River Subdivision of record in the Office of the Clerk of Sublette County within SW¼NW¼SE¼ of Section 5, T33N, R109W, Sublette County, Wyoming described as follows:

BEGINNING at the point of intersection of a northerly right of way line and an easterly right of way line of the Redstone New Fork River Road within said Lot 12;
thence N00°-23'-11"E, 138.5 feet along said easterly right of way line to a point;
thence S29°-23.4'E, 101.43 feet to a point;
thence S68°-38.9'E, 140.10 feet to a point on said northerly right of way line;
thence N89°-43'-10"W, 181.2 feet along said northerly right of way line to the POINT OF BEGINNING;

each "point" marked by a 3/8" x 12" steel spike;

ENCOMPASSING an area of 0.185 acre, more or less;

all in accordance with the plat prepared to be filed in said Office titled: "PLAT TO ACCOMPANY APPLICATIONS FOR RIGHT OF WAY FROM THE UNITED STATES OF AMERICA and PRIVATE EASEMENTS for REDSTONE NEW FORK RIVER COUNTY ROAD NO. 23-204 SUBLETTE COUNTY, WYOMING", dated 16 February 1988.

30 November 1988

...N. Scherbel
...tered Land Surveyor No. 54
...A. Scherbel
...tered Land Surveyor No. 3889
...ee A. Scherbel
...tered Land Surveyor No. 5368
...ER SCHERBEL LTD
...Pinedale, Wyoming 83112
...ston, Wyoming 83001
...ton, Wyoming 83110

STATE OF WYOMING)
)SS
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

Probate No. 1335

IN THE MATTER OF THE ESTATE)
)
OF HELEN J. O'NEIL,)
)
Deceased.)

FILED
BY: M. M. Jensen
FEB 1 1991
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

ORDER APPROVING ACCOUNT AND
FINAL DECREE OF DISTRIBUTION

C.R. O'Neil, Personal Representative in the above entitled matter having filed herein his Final Report, Accounting and Petition for Distribution, and there having been filed herein a Waiver of Notice and Consent to Approval of Final Report by each of the distributees, devisees and heirs-at-law of the decedent, the Court does find:

1. The Final Report, Accounting and Petition for Distribution of the Personal Representative should be set down for hearing this date. Notice of hearing has been waived in writing by the parties entitled thereto.

2. Helen J. O'Neil died a resident of Sublette County, Wyoming, upon April 9, 1990 in Maricopa County, Arizona. The decedent left a Last Will and Testament dated July 30, 1981, and a codicil thereto dated November 1, 1982, which were admitted to probate in this Court upon May 7, 1990. No action to contest the Will has been filed. A copy of the Order Admitting the Will to Probate, together with a copy of the Will, was sent by Certified Mail by the Clerk of this Court to each of the heirs and devisees of the decedent.

3. Letters Testamentary were issued to C.R. O'Neil as Personal Representative upon May 7, 1990, and ever since he has been and now is the duly qualified, acting and appointed Personal Representative in this matter.

232069

RECORDED Feb. 19 1991 1:45 PM
IN BOOK 58 Misc. PAGE 398
FEES $20.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Jean Riley

4. Notice of probate of said Will and notice to creditors has been published in the manner and for the time required by law and copies of said notice were mailed to the surviving spouse and to all of the heirs and to all of the beneficiaries named in the Will of the decedent.

5. C.R. O'Neil, surviving husband of the decedent, has been advised of his right of election to take against the Will of the decedent and has executed and filed herein his written waiver and disclaimer of his right to make such election.

6. The time for filing claims in this Estate expired upon August 10, 1990. No claims have been filed against said estate and after diligent search, the Personal Representative found no reasonably ascertainable creditors of decedent.

7. The Personal Representative has not sold any assets of the decedent or this estate.

8. The Final Report and Accounting of the Personal Representative is in all respects true and correct and should be approved and confirmed and the property of the estate distributed as therein proposed.

9. A United States Tax Return - Form 706 - is not required for this estate. An Inheritance Tax Report has been filed with the Inheritance Tax Division of the Department of Revenue of the State of Wyoming, and a certificate showing no tax due has been received and filed herein.

10. All other federal, state, county and municipal taxes legally levied upon the property of the Estate or due on account of the estate or death of the decedent have been fully paid.

11. The fees and costs previously allowed by the Court should be paid.

12. No legacy or devise remains a charge upon any of the real property remaining for distribution.

13. The following named persons are the distributees of the Estate:

C. R. O'Neil, spouse, P.O. Box 457, Thayne, Wyoming 83127

C. R. O'Neil, Trustee of "The Helen O'Neil Remainder Trust", P.O. Box 457, Thayne, Wyoming 83127

J. R. Kvenild, son, Box 3322, Casper, WY 82602

William J. Kvenild, son, 1155 Frontier Dr., Laramie, WY 82070

Thomas Daniel O'Neil, III, stepson, 10651 Wells County, Road 31, Ft. Lupton, CO 80621

Sandra E. Wohrman, stepdaughter, 17807 Joshua Circle, Fountain Valley, CA 92708

None of the distributees are under any legal disability nor has any guardian, conservator or trustee been appointed for any of the distributees.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

1. The Final Report, Accounting and Petition for Distribution as filed herein by the Personal Representative shall come on for hearing before this Court at this time, and no further notice of such hearing is required.

2. The Final Report, Accounting and Petition for Distribution of the Personal Representative is hereby settled, allowed and approved.

3. The Personal Representative shall pay the fees and costs of administration as heretofore allowed by this Court.

4. All of the Estate remaining in the hands of the Personal Representative, is hereby distributed and set over, pursuant to the terms of the Last Will and Testament and Codicil of Helen J. O'Neil as follows:

A. Balance of account at Star Valley State Bank, Afton, WY in the original amount of $12,351.53, together with any interest earned thereon and less attorney fees and expenses to be paid.

UNTO C. R. O'Neil, Trustee of "The Helen O'Neil Remainder Trust"

B. 1250 Shares of Hyperion Total Return Fund - Value April 9, 1990- 10 3/8 per share - $12,968.75

UNTO C. R. O'Neil, Trustee of "The Helen O'Neil Remainder Trust",

C. An undivided one-third (1/3) interest in the following described property:

Township 36 N., R. 109 W., Sublette County, Wyoming
Section 20: NW¼SE¼

UNTO J.R. Kvenild, an undivided one-half interest

UNTO C. R. O'Neil, Trustee of "The Helen O'Neil Remainder Trust", an undivided one-half interest

D. An undivided 21.43% interest in all oil, gas and other minerals in, on and under the following described property:

Township 30 North of Range 112 West of the 6th P.M., Sublette County, Wyoming
Section 20: E½SE¼
Section 21: NW¼NE¼, S½NE¼, W½, SE¼
Section 22: NW¼SW¼
Section 28: N½N½, S½NW¼, S½
Section 29: NE¼NE¼, S½NE¼, SE¼

UNTO C. R. O'Neil to have and to hold for and during his natural life, with the remainder unto the following in proportions as follows:
J.R. Kvenild - 3/8
C. R. O'Neil, Trustee of "The Helen O'Neil Remainder Trust" - 3/8
Thomas Daniel O'Neil, III - 1/8
Sandra E. Wohrman - 1/8

E. An undivided 20% (1/5) interest in all oil, gas and other minerals in, on and under:

Township 35 North of Range 110 West of the 6th P.M., Sublette County, Wyoming
Section 20: E½NE¼, SE¼SE¼
Section 21: All
Section 22: S½, S½NW¼, NE¼NW¼
Section 26: S½NW¼, SW¼
Section 27: N½, E½SW¼, SE¼
Section 28: N½, SW¼
Section 29: W½
Section 32: E½NW¼, NE¼
Section 33: NW¼
Section 34: N½
Section 35: N½NW¼

UNTO C. R. O'Neil to have and to hold for and during his natural life, with the remainder unto the following in proportions as follows:
J.R. Kvenild - 3/8
C. R. O'Neil, Trustee of "The Helen O'Neil Remainder Trust" - 3/8
Thomas Daniel O'Neil, III - 1/8
Sandra E. Wohrman - 1/8

F. An undivided 1⅛% royalty of all oil and gas produced and saved from, and an undivided one-half of all other minerals in, on and under the following described lands:

Township 29 North of Range 112 West of the 6th P.M. Sublette County, Wyoming

Section 10: S½NE¼, N½SE¼,
excepting the West 1,800 feet of the following described tract: That part of S½NE¼, N½SE¼, and the approximate westerly 150 feet of the NE¼NW¼SE¼SE¼ of Section 10 lying south of the centerline of the South Piney County Road Number 23-151 of Record in the Office of the Sublette County Clerk, containing 55.9 acres more or less; and also excepting the west 1210 feet of the SW¼NE¼ and NW¼SE¼ of Section 10, lying and being situate northerly of the centerline of the South Piney County Road 23-151, containing 40.55 acres more or less (the excepted areas are more specifically described in Book 26 of Deeds on pages 666 and 667 in the Records of the County Clerk of Sublette County, Wyoming)

Section 11: SW¼NW¼,
Excepting a portion more particularly described by meets and bounds as follows: Beginning at the northeasterly corner of the SW¼NW¼ of Section 11; thence along the easterly line of said SW¼NW¼ S.0°13'12"E., 31.86 feet to the southeasterly corner of this Parcel and a point in an intersection with the centerline of the 80 feet wide South Piney County Road No. 23-151; thence along the centerline of said County Road S.74°29'W., 138.67 feet to a point; thence S.70°30'25"W., 591.41 feet to the southwest corner of this Parcel; thence N.23°35'36"E., 327.60 feet to a point intersecting the northerly line of the SW¼NW¼; thence along the northerly line of the SW¼NW¼ S.86°31'45"E., 560.89 feet to the Point of Beginning.

Excepting also a portion of SW¼NW¼ of Section 11 and SE¼NE¼ of Section 10, more particularly described as follows: BEGINNING at the northeast corner of said Parcel, said corner lying S.0°13'12"E., 31.86 feet from the northeast corner said SW¼NW¼, Sec. 11, T. 29 N., R. 112 W., and being in the centerline of 80 feet wide Sublette County Road No. 23-151; thence from said northeast corner and Point of Beginning S.0°13'12"E., 1109.88 feet along the east boundary of said Parcel to the southeast corner thereof; thence along the south line of said Parcel S.85°38'01"W., 827.5 feet to an angle point; thence N.58°20'33"W., 1048.59 feet along the southerly line thereof to a point and intersection with the centerline of said County Road No. 23-151; thence N. 79°06'38"E., 51.91 feet along said centerline to an angle point; thence N.65°25'57"E., 82.24 feet along the centerline of said road to an angle point; thence N.20°52'47"W., 427.92 feet along the westerly line of said Parcel and the centerline of a 20 feet wide easement for usage at sellers discretion, to an angle point; thence N.77°02'50"E., 429.59 feet along said easement centerline and northerly line of said Parcel to an angle point; thence N.0°22'31"W., 194.50 feet along the westerly line of said Parcel and the west line of said SW¼NW¼, Sec. 11 to the northwesterly corner thereof; thence S.86°31'45"E., 764.57 feet along the north line

of said Parcel and the north line of said SW¼NW¼, Sec. 11, to an angle point; thence S.23°35'36"W., 327.60 feet along the easterly line of said Parcel to a point and intersection with the centerline of said Sublette County Road No. 23-151; thence N. 70°30'25"E., 591.41 feet along said centerline and northerly line of said Parcel to an angle point; thence N.74°29'E., 138.67 feet along the centerline of said road and northerly line of said Parcel to the Point of Beginning and containing 38.336 acres, more or less.

Section 11: NW¼SW¼, SE¼SW¼, S½SE¼
Section 12: S½SW¼, SW¼SE¼
Section 13: W½NE¼, NW¼, N½SW¼
Section 14: N½NE¼

UNTO C. R. O'Neil to have and to hold for and during his natural life, with the remainder unto the following in proportions as follows:

J.R. Kvenild - 1/8
C. R. O'Neil, Trustee of "The Helen O'Neil Remainder Trust" - 1/8
Thomas Daniel O'Neil, III - 3/8
Sandra E. Wohrman - 3/8

G. An undivided one-half (1/2) interest in the following described tract, subject to contract of sale to Gilbertson:

Township 29 North of Range 112 West of the 6th P.M., Sublette County, Wyoming;

Section 11: A portion of the SW¼NW¼, more particularly described as follows: Beginning at the northeasterly corner of the SW¼NW¼ of Section 11; thence along the easterly line of said SW¼NW¼ S.0°13'12"E., 31.86 feet to the southeasterly corner of this Parcel and a point in an intersection with the centerline of the 80 feet wide South Piney County Road No. 23-151; thence along the centerline of said County Road S.74°29'W., 138.67 feet to a point; thence S.70°30'25"W., 591.41 feet to the southwest corner of this Parcel; thence N.23°35'36"E., 327.60 feet to a point intersecting the northerly line of the SW¼NW¼; thence along the northerly line of the SW¼NW¼ S.86°31'45"E., 560.89 feet to the Point of Beginning.

UNTO C. R. O'Neil, Trustee of "The Helen O'Neil Remainder Trust"

H. An undivided one-fourth of all minerals except oil and gas lying in, on and under:

Township 29 North of Range 112 West of the 6th P.M., Sublette County, Wyoming
Section 13: S½S½;
Section 14: SE¼SE¼

UNTO C. R. O'Neil, Trustee of "The Helen O'Neil Remainder Trust"

I. An undivided one-half of all minerals except coal, oil and gas lying in, on and under:

Township 29 North of Range 111 West of the 6th P.M., Sublette County, Wyoming
Section 18: Lots 3 and 4, E½SW¼

UNTO C. R. O'Neil, Trustee of "The Helen O'Neil Remainder Trust"

J. Wyoming Brand "7K" for cattle and horses

UNTO C. R. O'Neil, Trustee of "The Helen O'Neil Remainder Trust"

K. 80 shares common stock Central Bank and Trust Co., Lander, Wyoming

UNTO J.R. Kvenild, 40 shares;
UNTO C. R. O'Neil, Trustee of "The Helen O'Neil Remainder Trust", 40 shares

5. Any additional property which may be discovered to belong to said Estate or to which the decedent may have had any interest or in which the Personal Representative may have or acquire any interest, is hereby distributed and set over unto C.R. O'Neil, Trustee of "The Helen O'Neil Remainder Trust".

6. Upon showing proof of payment or receipt that he has paid all sums of money due from him and delivered under order of the Court, all property of the Estate to the parties entitled thereto, and upon showing that he has performed all acts lawfully required of him, this Court shall make a decree discharging the Personal Representative from all further liability.

DATED this 31st day of January, 1991.

JUDGE

THE STATE OF WYOMING
COUNTY OF SUBLETTE

SIGNED

SUBLETTE COUNTY

& WIFE, HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE LANDS REPRESENTED ON THIS PLAT, KNOWN AS ELK RIDGE LOT DIVISION AND LANDS BEING LOCATED IN THE SE/4 SW/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 110 WEST OF THE 6TH PRINCIPAL MERIDIAN, SUBLETTE COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SE/4 SW/4 OF SECTION 26; THENCE FROM SAID POINT OF BEGINNING, S.89°-49'-45" E. ALONG THE NORTH LINE OF THE SE/4 SW/4, A DISTANCE OF 1314.82 FEET, TO THE NORTH EAST CORNER OF THE SE/4 SW/4; THENCE S.01°-25'-06" W., ALONG THE EAST LINE OF SE/4 SW/4 BEING ALSO THE WEST LINE OF THE REDSTONE UPPER GREEN RIVER SUBDIVISION SECONDFILING, A DISTANCE OF 1317.58 FEET, TO THE SOUTHEAST CORNER OF THE SE/4 SW/4 OF SECTION 26; THENCE S.89°-50'-28" W., ALONG THE SOUTH LINE OF THE SE/4 SW/4, A DISTANCE OF 655.64 FEET; THENCE N. 25°-20'-36" W., ALONG THE WEST LINE OF THE MITCHELL TRACT A DISTANCE OF 1463.79 FEET TO THE POINT OF BEGINNING, CONTAINING 29.85 ACRES MORE OR LESS: THAT THE SUBDIVISION OF WHICH, AS APPEARS ON THIS PLAT, IS WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS; AND RESERVING TO HAROLD & LEDA I. REACH, THEIR HEIRS & ASSIGNS A RIGHT-OF-WAY, THIRTY FEET IN WIDTH ALONG THE WEST LINE OF LOT 2, ALSO RESERVING FOR ACCESS TO THE MITCHELL TRACT, AS SET OUT IN BOOK 7 QUIT CLAIM DEEDS PAGE 154, A RIGHT-OF-WAY TWENTY FEET IN WIDTH ALONG THE SOUTH LINE OF LOT 2, AS SHOWN ON THIS PLAT, IS HEREBY GRANTED.

WITNESS OUR HANDS THIS 6 DAY OF February, 1991

Harold Reach
HAROLD REACH

Leda I. Reach
LEDA I. REACH

232074

RECORDED Feb. 19 1991 3:27 P.M.
IN BOOK 58 Misc. PAGE 405
FEES 25.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK

STATE OF WYOMING)
COUNTY OF SUBLETTE) S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY HAROLD REACH AND LEDA I. REACH, HUSBAND AND WIFE, AS A FREE AND VOLUNTARY DEED THIS 6th DAY OF February, 1991

WITNESS MY HAND AND OFFICIAL SEAL: Susan J. Hanson
NOTARY PUBLIC

MY COMMISSION EXPIRES: 12/12/94

Susan J. Hanson
County of Sublette
My Commission Expires
Notary Public
State of
Wyoming
Dec. 12, 1994

CERTIFICATE OF APPROVAL

PURSUANT TO SECTIONS 34-12-103 AND 34-12-104, WYOMING STATUTES, 1977 AS AMENDED, THE ELK RIDGE LOT DIVISION WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS ON THE 19th DAY OF February, 1991. PLAT APPROVAL DOES NOT CONSTITUTE ACCEEPTANCE OF THE STREETS AND OR ROADWAYS AS COUNTY ROADS. DESIGNATION OF COUNTY ROADS IS ONLY ACCOMPLISHED BY COMPLIANCE WITH PROVISIONS OF SECTION 24-3-101, WYOMING STATUTES, 1977, AS AMENDED.

BOARD OF COUNTY COMMISSIONERS
SUBLETTE COUNTY, WYOMING

Buzz Wassenberg
BUZZ WASSENBERG, COMMISSIONER

Monte B. Skinner
MONTE B. SKINNER, COMMISSIONER

Craig L. Crandall
CRAIG L. CRANDALL, CHAIRMAN

Mary L. Lankford
MARY L. LANKFORD, COUNTY CLERK

ELK RIDGE LOT DIVISION

LOCATED IN: SE/4 SW/4, SECTION 26, T. 38 N., R. 110 W.
SUBLETTE COUNTY, WYOMING

09/19/90
08/01/89

J.O. 1527

[redacted] [redacted] [redacted]

Right-of-Way Easement

KNOW ALL MEN BY THESE PRESENTS, STARLING O. BRYANT and DORIS L. BRYANT, husband and wife of the County of Sublette and State of Wyoming, hereinafter referred to as "grantor," for and in consideration of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the County of Sub., State of Wyoming, hereinafter referred to as "grantee," the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Lincoln and State of Wyoming, to-wit:

REDSTONE NEW FORK RIVER COUNTY ROAD NO. 23-204

See attached EXHIBIT "A"

232087
RECORDED February 22 IN 91 10:45 A
IN BOOK 58 MISC PAGE 406
FEES $ NC - Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A Walker

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

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance; including but not limited to, the right of corporations organized under the laws of this State or of any other State or of the United States for the purpose of [redacted], maintaining and operating telephone, telegraph or electric [redacted] distribution lines to set their [redacted] poles, fixtures, wires and other fixtures [redacted] under the above described lands in accordance with §1-26-301 of the Wyoming Statutes, (1977);

SCB ACB

Grantee agrees to maintain culverts of suitable size across such ditches and laterals of Grantor as necessary for proper operation of irrigation systems and in the case of new construction, the grantee agrees to construct culverts of suitable size across such ditches and laterals of Grantor as necessary for proper operation of the irrigation systems.

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

WITNESS OUR HANDS hereto this 21st day of February, 1991.

Starling O. Bryant
Starling O. Bryant

Doris L. Bryant
Doris L. Bryant

THE STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by STARLING O. BRYAUT AND DORIS L. BRYAUT, this 21st day of FEBRUARY, 1991.

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

46

EXHIBIT "A"

DESCRIPTION FOR COUNTY OF SUBLETTE

FOR EASEMENT ACROSS LOT 7 OF THE

REDSTONE NEW FORK RIVER SUBDIVISION

To-wit:--

That part of Lot 7 of the Redstone New Fork River Subdivision of record in the Office of the Clerk of Sublette County within the SW¼SE¼NW¼ of Section 5, T33N, R109W, Sublette County, Wyoming described as follows:

BEGINNING at the point of intersection of a northerly right of way line and an easterly right of way line of the Redstone New Fork River Road within said Lot 7;

thence N00°-16'-35"E, 95.3 feet along said easterly right of way line to a point;

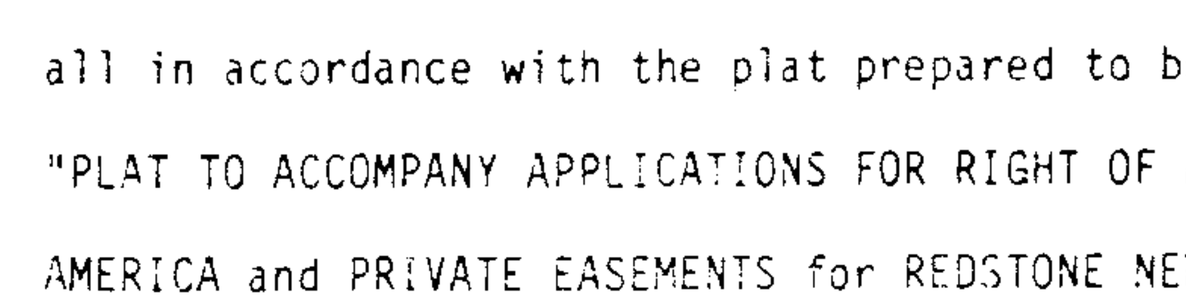
thence S43°-20.1'E, 131.49 feet to a point on said northerly right of way line;

thence N89°-46'-57"W, 90.7 feet along said northerly right of way line to the POINT OF BEGINNING;

each "point" marked by a 3/8" x 12" steel spike;

ENCOMPASSING an area of 0.099 acre, more or less;

all in accordance with the plat prepared to be filed in said Office titled: "PLAT TO ACCOMPANY APPLICATIONS FOR RIGHT OF WAY FROM THE UNITED STATES OF AMERICA and PRIVATE EASEMENTS for REDSTONE NEW FORK RIVER COUNTY ROAD NO. 23-204 SUBLETTE COUNTY, WYOMING", dated 16 February 1988.



30 November 1988

...N. Scherbel
...tered Land Surveyor No. 164
...d A. Scherbel
...tered Land Surveyor No. 3839
...FOR SCHERBEL, LTD
...ley, Wyoming 83113
...son, Wyoming 83001
..., Wyoming 83110

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

APPROVAL OF PLAT

COMES NOW the undersigned, LEONARD VICKREY and MARILYN ALICE RAY VICKREY, husband and wife, and do hereby approve, ratify and confirm the Ray Second Amended Addition to the Town of Big Piney Plat as recorded on March 20, 1981, in Book 38 of Miscellaneous, page 164. This approval is intended to and shall have the same authority as if said approval had been entered on said plat prior to recording.

DATED this 23 day of January, 1991.

Leonard Vickrey
LEONARD VICKREY

Marilyn Alice Ray Vickrey
MARILYN ALICE RAY VICKREY

STATE OF ARIZONA)
) ss.
COUNTY OF YUMA)

The foregoing **Approval Of Plat** was acknowledged before me by LEONARD VICKREY and MARILYN ALICE RAY VICKREY, this 25 day of Jan, 1991.

Witness my hand and official seal.

Marvin L. Taylor
NOTARY PUBLIC

My Commission Expires: My Comm. Exp. Apr. 27, 1991

232100

RECORDED Feb. 25 1991 8:45 AM
IN BOOK 58 Misc. PAGE 408
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Jean Riley

APPROVAL OF PLAT

COMES NOW the undersigned, BOYD CARR and DOROTHY MAICILLE RAY CARR, husband and wife, and do hereby approve, ratify and confirm the Ray Second Amended Addition to the Town of Big Piney Plat as recorded on March 20, 1981, in Book 38 of Miscellaneous, page 164. This approval is intended to and shall have the same authority as if said approval had been entered on said plat prior to recording.

DATED this 12 day of February, 1991.

Boyd Carr
BOYD CARR

Dorothy Maicille Ray Carr
DOROTHY MAICILLE RAY CARR

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Approval Of Plat** was acknowledged before me by BOYD CARR and DOROTHY MAICILLE RAY CARR, this 12th day of February, 1991.

Witness my hand and official seal.

KATHLEEN A. KING - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Jan. 10, 1995

Kathleen A. King
NOTARY PUBLIC

My Commission Expires:
January 10, 1995

232101

RECORDED Feb. 25 1991 8:45 PM
IN BOOK 58 Misc. PAGE 409
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

APPROVAL OF PLAT

COMES NOW the undersigned, WILLIAM ARTHUR RAY and MARY LOUISE RAY, husband and wife, and do hereby approve, ratify and confirm the Ray Second Amended Addition to the Town of Big Piney Plat as recorded on March 20, 1981, in Book 38 of Miscellaneous, page 164. This approval is intended to and shall have the same authority as if said approval had been entered on said plat prior to recording.

DATED this 9 day of February, 1991.

William Arthur Ray
WILLIAM ARTHUR RAY

Mary Louise Ray
MARY LOUISE RAY

STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

The foregoing **Approval Of Plat** was acknowledged before me by WILLIAM ARTHUR RAY and MARY LOUISE RAY, this 9th day of February, 1991.

Witness my hand and official seal.

Sonya D. Sotolongo
NOTARY PUBLIC

My Commission Expires:
My commission expires April 24, 1993.
3500 South Wadsworth
Lakewood, Colorado 80235

232102

RECORDED Feb 25 1991 8:45 A.M.
IN BOOK 58 Misc. PAGE 410
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By: Mary Riley

APPROVAL OF PLAT

COMES NOW the undersigned, THOMAS BAKER and BETTY ALFERNA RAY BAKER, husband and wife, and do hereby approve, ratify and confirm the Ray Second Amended Addition to the Town of Big Piney Plat as recorded on March 20, 1981, in Book 38 of Miscellaneous, page 164. This approval is intended to and shall have the same authority as if said approval had been entered on said plat prior to recording.

DATED this 21st day of January, 1991.

Thomas Baker
THOMAS BAKER

Betty Alferna Ray Baker
BETTY ALFERNA RAY BAKER

STATE OF Wyoming)
) ss.
COUNTY OF Larmie)

The foregoing **Approval Of Plat** was acknowledged before me by THOMAS BAKER and BETTY ALFERNA RAY BAKER, this 21st day of January, 1991.

Witness my hand and official seal.

MARY F. STEELE NOTARY PUBLIC JANUARY LARAMIE COUNTY, WYO.

Mary F. Steele
NOTARY PUBLIC

My Commission Expires:
Dec. 14, 1993

232103

RECORDED Feb. 25 1991 8:45 AM
IN BOOK 58 Misc PAGE 411
FEES $ 4.00 Mary C. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

APPROVAL OF PLAT

COMES NOW the undersigned, DONALD WAYNE RAY and JUNE RAY, husband and wife, and do hereby approve, ratify and confirm the Ray Second Amended Addition to the Town of Big Piney Plat as recorded on March 20, 1981, in Book 38 of Miscellaneous, page 164. This approval is intended to and shall have the same authority as if said approval had been entered on said plat prior to recording.

DATED this 31st day of January, 1991.

Donald Wayne Ray
DONALD WAYNE RAY

June Ray
JUNE RAY

STATE OF Federal Territory)
) ss.
COUNTRY OF MALAYSIA)

The foregoing **Approval Of Plat** was acknowledged before me by DONALD WAYNE RAY and JUNE RAY, this 31st day of January, 1991.

Witness my hand and official seal.

[illegible]
NOTARY PUBLIC

My Commission Expires:
Indefinite duration

232104

RECORDED Feb. 25 1991 8:45 A M
IN BOOK 58 Misc PAGE 412
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

AFFIDAVIT OF IDENTITY

STATE OF WYOMING)
)
COUNTY OF NATRONA)

William A. Sears, Jr., aka W. A. Sears, Jr., being first duly sworn on his oath, states that he is familiar with the property described in Exhibit A attached hereto and incorporated herein by this reference, and that he is also familiar with J. J. Sullivan, whose current address is P. O. Box 1398, Casper, Wyoming 82602-1398 and who owns certain interests in the property described in Exhibit A as well as other property not specifically described therein.

Affiant further states that he knows of his own personal knowledge that, notwithstanding the discrepancy in name, the said J. J. Sullivan who appears as record owner of interests in such property is one and the same person as John J. Sullivan and John Joseph Sullivan.

Further Affiant saith not.

W. A. Sears, Jr.

Subscribed and sworn to before me this 6 day of February, 1991.

Billye Carlene Slocum
Notary Public

STATE OF WYOMING)
)
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 6 day of February, 1991.

Billye Carlene Slocum
Notary Public

My address is Casper, Wyoming
Natrona County

232107

BILLYE CARLENE SLOCUM - NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 3, 1993

RECORDED Feb 25 1991 9:00 AM
IN BOOK 58 Misc. PAGE 413
FEES 6.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Ley

EXHIBIT A

County: Sublette County

Lease Name	Legal Description	Ackerman Lease No.
W-15340	Township 27 North, Range 112 West, 6th P.M. Section 24: E/2	
W-2108	Township 27 North, Range 112 West, 6th P.M. Section 24: W/2W/2 Section 25: W/2	
W-3776	Township 27 North, Range 112 West, 6th P.M. Section 13: W/2W/2 Section 25: E/2	
W-2690	Township 27 North, Range 111 West, 6th P.M. Section 31: Lots 1 thru 7, NE/4, E/2NW/4, NE/4SW/4, N/2SE/4 Section 32: Lot 1	
EV-025548	Township 27 North, Range 112 West, 6th P.M. Section 26: All	50-1807-P-790034-01
State of Wyoming 67-4099	Township 27 North, Range 112 West, 6th P.M. Section 16: E/2	50-01805-Q-075216

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, 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:

That part of Lot 4 (SW/4SW/4) and SE/SW/4 of Section 31, T35N, R112W, and part of Lot 3 (NE/4NW/4) of Section 6, T34N, R112W, Sublette County, Wyoming lying and being situate northeasterly of the center-line of Elk Horn Road of record in the office of the Clerk of Sublette County in Book 39 of Miscellaneous Records on Page 107 secondarily described as follows:

BEGINNING at the north one-quarter corner of said Section 6;
thence S00°-55.5E', 558.45 feet to a 3/8"x12" steel spike on the center-line of said Elk Horn Road;

thence N53°-06.5'W, 933.04 feet along said center-line to a 3/8" x 12" steel spike on the north line of said Section 6, N89°-52'W, the base bearing for this survey, 737.20 feet from the said north one-quarter corner;

thence continuing N53°-06.5'W, 324.82 feet along said center-line to a
3/8"x12" steel spike;

thence N41°-33.5'W, 313.91 feet along said center-line to a 3/8"x12"
steel spike;

232112

RECORDED February 25 AT 91 11:00A
IN BOOK 5E MISC PAGE 415
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Barbara A. Walker

thence N45°-17.5'W, 745.78 feet along said center-line to a 3/8"x12" steel spike;

thence N08°-33'W, 223.28 feet to a 3/8"x12" steel spike;

thence N06°-28.5'E, 150.98 feet to a 3/8"x12" steel spike on the north line of said Lot 4;

thence S89°-54'E, 432.76 feet along the said north line to the northeast corner of Lot 4;

thence continuing S89°-54'E, 1320.97 feet along the north line of said SE/4SW/4 to the northeast corner of said SE/4SW/4;

thence S00°p-06'W, 1324.03 feet along the east line of said SE/4SW/4 to the CORNER OF BEGINNING;

ENCOMPASSING an area of 47.18 acres, more or less;

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

SUBJECT to an easement for the said Elk Horn Road identical with the southwest fifteen feet of the foregoing tract to be conveyed;

TOGETHER with a right of ingress and egress along the said Elk Horn Road, a private road, of record in the office of the Clerk of Sublette County in Book 39 of Miscellaneous Records on page 107;

all in accordance with the plat prepared and filed in the said Office titled "V. L. LOONEY PLAT OF SECTIONS 4, 5 and 6, T34N R112W, SECTIONS 29, 30, 31 and 32 T35N R112W, SECTION 1, T34N R113W, SUBLETTE COUNTY, WYOMING dated October 1981 and revised 25 May 1982.

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 John W. Hofeldt and Dortha M. Hofeldt, husband and wife, whose mailir address is P. O. Box 682, Green River, Wyoming, Parties of the Second Pa under said agreement and in said agreement denoted as "Purchaser";

2-

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

3-

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

4-

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

5-

All taxes levied upon said property in the year 1991, and prior theret will be paid by Seller;

6-

All taxes levied upon said property in the year 1992, and thereafter, a by the terms of said agreement to be paid by Purchaser.

Patricia E Looney

THE STATE OF WYOMING
COUNTY
CLERK
SUBLETTE COUNTY

Subscribed and sworn to before me this 25th day of February, 1991.

Barbara A. Walker, Deputy
County Clerk

My term expires 1/2/95

RELEASE OF LIEN

Homax Oil Sales, Inc. does hereby release in full that Lien recorded at Sublette County records Book 56 of Miscellaneous, Page 178 filed against Enron Oil and Gas Company on the following described property.

South LaBarge 2-28 well
Township 27 North, Range 113 West, 6th P.M.
Section 28: 1780' FNL and and 460' FWL
Sublette County, Wyoming

232134 DATED this 6th day of ~~January~~ February, 1991.

RECORDED Feb 25 19 91 3:30c P M
IN BOOK 58 Misc. PAGE 419
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

HOMAX OIL SALES, INC.

Robert W Homer, President
Robert Homer

VERIFICATION

Robert Homer, being first duly sworn, states and verifies that he is the President for Homax Oil Sales, Inc., that he is authorized to and does make this Release of Lien on behalf of Homax Oil Sales, Inc.

DATED this 6 day of February, 1991.

Robert W Homer
Robert Homer

LISA A. VOLLMER NOTARY PUBLIC NATRONA COUNTY, WYOMING

STATE OF Wyoming)
) SS.
COUNTY OF Natrona)

Subscribed and sworn to before me by Robert Homer, as _____ of Homax Oil Sales, Inc., this 6 day of February, 1991.

Lisa A Vollmer
NOTARY PUBLIC

STATE OF Wyoming)
)SS.
COUNTY OF Natrona)



Subscribed and sworn to before me by Robert Homer, as _____ of Homax Oil Sales, Inc., this 16 day of February, 1991.

Lisa A. Tolliver
NOTARY PUBLIC

State of DELAWARE

Office of SECRETARY OF STATE

I, Michael Harkins, *Secretary of State of the State of Delaware, do hereby certify* that the Certificate of Ownership of the "FREEPORT-MCMORAN INC.", a corporation organized and existing under the laws of the State of Delaware, merging "FREEPORT-MCMORAN OIL & GAS COMPANY", a corporation organized and existing under the laws of the State of Delaware, pursuant to Section 253 of the General Corporation Law of the State of Delaware, was received and filed in this office the thirty-first day of December, A.D. 1990, at 8:30 o'clock A.M.

And I do hereby further certify that the aforesaid Corporation shall be governed by the laws of the State of Delaware.

In Testimony Whereof, *I have hereunto set my hand and official seal at Dover this* seventh *day of* January *in the year of our Lord one thousand nine hundred and* ninety-one.

232139

RECORDED Feb. 26 19 91 11:00 A.M.
IN BOOK 58 MISC. PAGE 421
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by: mon Raby

Michael Harkins

Michael Harkins, Secretary of State

FORM 122

Right-of-Way Easement

KNOW ALL MEN BY THESE PRESENTS: LESLIE N. BURROUGH and BARBARA A. BURROUGH, husband and wife of the County of Sublette and State of Wyoming, hereinafter referred to as "grantor," for and in consideration of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the County of Sub., State of Wyoming, hereinafter referred to as "grantee," the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Lincoln and State of Wyoming, to-wit

REDSTONE NEW FORK RIVER COUNTY ROAD NO. 23-204

See attached EXHIBIT "A"

232140

RECORDED Feb 26 19 91 1:30 PM
IN BOOK 58 Misc. PAGE 422
FEES $ N/C Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Ley

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

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this convevance; including but not limited to, the right of corporations organized under the laws of this State or of any other State or of the United States 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);

Grantee agrees to maintain culverts of suitable size across such ditches and laterals of Grantor as necessary for proper operation of irrigation systems and in the case of new construction, the grantee agrees to construct culverts of suitable size across such ditches and laterals of Grantor as necessary for proper operation of the irrigation systems.

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

WITNESS OUR HANDS hereto this 13 day of February, 1991.

Leslie N. Burrough
Leslie N. Burrough

Barbara A. Burrough
Barbara A. Burrough

THE STATE OF WYOMING)
SS.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Leslie and Barbara Burrough.
this 13th day of February, 1991.

WITNESS my hand and official seal.

SALLIE WATERS
Notary Public
County of
Uinta
State of
Wyoming
My Commission Expires April 19, 1994

Sallie Waters
NOTARY PUBLIC

My Commission Expires:

4-19-94

EXHIBIT "A"

DESCRIPTION FOR COUNTY OF SUBLETTE

FOR EASEMENT ACROSS NE¼SW¼NW¼

SECTION 5, T33N, R109W, SUBLETTE COUNTY, WYOMING

To-wit:--

That part of that tract of record in the Office of the Clerk of Sublette County in Book 37 of Miscellaneous on page 230 being part of the NE¼SE¼NW¼ of Section 5, T33N, R109W, Sublette County, Wyoming described as follows:

BEGINNING at the point of intersection of the northerly right of way line and the easterly right of way line of the Redstone New Fork River Road within said NE¼SW¼NW¼ as shown on the plat of the Redstone New Fork River Subdivision of record in the Office of the Clerk of Sublette County;
thence N00°-13'-44"E, 46.8 feet along said easterly right of way line to a point;
thence S44°-21.4'E, 65.67 feet to a point on said northerly right of way line;
thence N89°-48'-22"W, 46.1 feet along said northerly right of way line to the POINT OF BEGINNING;
each point being marked by a 3/8" steel spike;

ENCOMPASSING an area of 0.025 acre, more or less;

all in accordance with the plat prepared to be filed in said Office titled "PLAT TO ACCOMPANY APPLICATIONS FOR RIGHT OF WAY FROM THE UNITED STATES OF AMERICA AND PRIVATE EASEMENTS for REDSTONE NEW FORK RIVER COUNTY ROAD NO. 23-204 SUBLETTE COUNTY, WYOMING", dated 16 February 1988.

30 November 1988

[illegible] Scherbel
[illegible] Land Surveyor No. 64
[illegible] Scherbel
[illegible] Land Surveyor No. 2889
[illegible] Scherbel
[illegible] Land Surveyor No. 5368
[illegible] SCHERBEL LTD
[illegible] Wyoming 831[illegible]
[illegible] Wyoming 8300[illegible]
[illegible] ng 831[illegible]

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT SIEMS AND COMPANY, a Wyoming partnership, of Sublette County, State of Wyoming, grantor, for and in consideration of the sum of Ten ($10.00) Dollars and other valuable considerations, receipt of which is hereby acknowledged, have granted and conveyed, and by these presents DOES GRANT and CONVEY unto the COUNTY OF SUBLETTE, STATE OF WYOMING, grantee, its successors and assigns, an EASEMENT for a right of way to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Sublette and State of Wyoming, to wit:

SIEMS COUNTY ROAD NO. 23-163
That part of the N½SE¼ of Section 13, T35N, R113W, Sublette County, Wyoming, and being part of that tract of record in in the Office of the Clerk of Sublette County, Wyoming, in Book 29 of Deeds on Page 784, lying and being situate within the bounds of SIEMS COUNTY ROAD NO. 23-163 as described in attached Exhibit "A".

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

GRANTOR also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee, and the public, of the rights granted under this conveyance; including but not limited to, the right of corporations organized under the laws of this State or of any other state or of the United States 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 Section 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 desired engineering specifications as may be applicable to public roads.

GRANTEE agrees to construct culverts of suitable size across such ditches and laterals of the party of the first part as necessary for proper operation of his present irrigation system.

GRANTOR, its successors and assigns shall all have full use and enjoyment of the said premises except for the uses and purposes hereinbefore granted. GRANTEE shall have full right of ingress and egress to and from said described lands for the purpose of exercising the rights herein granted.

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

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed by its duly authorized partners, on this 22 day of February, 1990.

232162

SIEMS AND COMPANY

Viola T. Siems

Siems & Company

General Partner

RECORDED Feb. 28 AD 91 2:15 P M
IN BOOK 58 Misc. PAGE 424
FEES $ n/c Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by mon Riley

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Viola T. Sims, this 28th day of February, 1991.

Witness my hand and official seal.

Notary Public

My Commission Expires: 5/17/94.



Exhibit "A"

Description for

SIEMS COUNTY ROAD 23-163

A road easement located in the N½NW¼ and N½NE¼ of Section 21, the N½NW¼ and N½NE¼ of Section 22, the N½NW¼ of Section 23, the SE¼SW¼ and SE¼ of Section 14, the SW¼ and S½SE¼ of Section 13, and the SW¼SW¼ of Section 18, all in Township 35 North, Range 113 West of the 6th Principal Meridian, Sublette County, Wyoming; said easement being 60 feet wide,30 feet on either side of the following described centerline:

BEGINNING at a point within the right of way for Merna North Beaver County Road No. 23-115, said point bears S67°-01'-18"E, a distance of 86.00 feet from the Northwest Section Corner of said Section 21;
thence from said point of beginning at Station 0+00 S87°-53'00"E, a distance of 423.01 feet to a point of curve to the left at Station 4+23.01, said curve having a central angle of 01°-02'-12", a radius of 23,765.13 feet and a tangent of 215.00 feet;
thence along the arc of said curve a distance of 429.99 feet to Station 8+53.00;
thence S88°-55'-12"E, a distance of 1772.58 feet to a point of curve to the right at Station 26+25.58, said curve having a central angle of 06°-06'-24", a radius of 4,124.39 feet and a tangent of 220.00 feet;
thence along the arc of said curve a distance of 439.58 feet to Station 30+65.16;
thence S82°-48'-48"E, a distance of 630.85 feet to a point of curve to the right at Station 36+96.01, said curve having a central angle of 10°-45'-40", a radius of 2,601.25 feet and a tangent of 245.00 feet;
thence along the arc of said curve, a distance of 488.56 feet to Station 41+84.57;
thence S72°-03'-08"E, a distance of 469.05 feet to a point of curve to the left at Station 46+53.62, said curve having a central angle of 25°-55'-34", a radius of 456.15 feet and a tangent of 105.00 feet;
thence along the arc of said curve a distance of 206.40 feet to Station 48+60.02;
thence N82°-01'-18"E, a distance of 421.37 feet to a point of intersection with the section line common to Sections 21 and 22 at Station 52+81.39, said point bears S00°-01'-59"E, a distance of 379.44 feet from the section corner common to Sections 15, 16, 21 and 22;
thence continue N82°-01'-18"E, a distance of 1954.23 feet to a point of curve to the right at Station 72+35.62, said curve having a central angle of 07°-42'-21", a radius of 2,078.77 feet and a tangent of 140.00 feet;
thence along the arc of said curve, a distance of 279.58 feet to Station 75+15.20;
thence N89°-43'-39"E, a distance of2,694.59 feet to a point of curve to the right at Station 102+09.79, said curve having a central angle of 09°-07'-32", a radius of 3,445.93 feet and a tangent of 275.00 feet;
thence along the arc of said curve a distance of 548.84 feet to Station 107+58.63, said curve intersects the section line common to Sections 22 and 23 at Station 106+10.[illegible], said point bears S00°-01'-41"E, a distance of 60.16 feet from the section corner common to Sections 14, 15, 22 and 23;
thence S81°-03'-49"E, a distance of 1,029.64 feet to a point of curve to the left at Station 117+88.27, said curve having a central angle of 55°-20'-46", a radius of 219.29 feet and a tangent of 115.00 feet;
thence along the arc of said curve, a distance of 211.83 feet to Station 120+00.10;
thence N43°-30'-25"E, a distance of 219.46 feet to a point of intersection at Station 122+19.56 with the section line common to Sections 14 and 23, said point bears S89°-29'-16"E, a distance of 1509.08 feet from the section corner common to Sections 14, 15, 22 and 23;
thence continue N43°-30'-25"E, a distance of 27.97 feet to a point of curve to the right at Station 122+47.53, said curve having a

Exhibit "A"
Description for Siems County Road 23-163
Page Two

central angle of 10°-20'-06", a radius of 1916.40 feet and a tangent of 173.31 feet;
thence along the arc of said curve, a distance of 345.68 feet to Station 125+93.21;
thence N53°-50'-31"E, a distance of 330.31 feet to a point of curve to the right at Station 129+23.52, said curve having a central angle of 18°-26'-15", a radius of 1,078.25 feet and a tangent of 175.00 feet;
thence along the arc of said curve, a distance of 346.97 feet to Station 132+70.49;
thence N72°-16'-46"E, a distance of 1,351.03 feet to a point of curve to the left at Station 146+21.52, said curve having a central angle of 46°-19'-03", a radius of 245.47 feet and a tangent of 105.00 feet;
thence along the arc of said curve, a distance of 198.44 feet to Station 148+19.96;
thence N25°-[illegible]7'-43"E, a distance of 268.92 feet to a point of curve to the right at Station 150+88.88, said curve having a central angle of 39°-12'-08", a radius of 491.43 feet and a tangent of 175.00 feet;
thence along the arc of said curve, a distance of 336.24 feet to Station 154+25.12;
thence N65°-09'-51"E, a distance of 718.16 feet to a point of curve to the right at Station 161+43.28, said curve having central angle of 17°-37'-30", a radius of 1,161.05 feet and a tangent of 180.00 feet;
thence along the arc of said curve, a distance of 357.16 feet to Station 165+00.44;
thence N82°-47'-21"E, a distance of 150.43 feet to a point of intersection at Station 166+50.87 with the section line common to Sections 13 and 14, said point bears N00°-03'-49"W, a distance of 2062.96 feet from the section corner common to Sections 13, 14, 23 and 24;
thence continue N82°-47'-21"E, a distance of 113.31 feet to a point of curve to the right at Station 167+64.18, said curve having a central angle of 35°-22'-26", a radius of 627.18 feet and a tangent of 200.00 feet;
thence along the arc of said curve, a distance of 387.21 feet to Station 171+51.39;
thence S61°-50'-13"E, a distance of 588.73 feet to a point of curve to the right at Station 177+40.12, said curve having a central angle of 14°-05'-09", a radius of 1,456.96 feet and a tangent of 180.00 feet;
thence along the arc of said curve, a distance of 358.18 feet to Station 180+98.30;
thence S47°-45'-04"E, a distance of 1,056.70 feet to a point of curve to the left at Station 191+55.00, said curve having a central angle of 29°-16'-09", a radius of 1,187.17 feet and a tangent of 310.00 feet;
thence along the arc of said curve, a distance of 606.46 feet to Station 197+61.46;
thence S77°-01'-13"E, a distance of 679.25 feet to a point of curve to the right at Station 204+40.71, said curve having a central angle of 14°-51'-53", a radius of 459.94 feet and a tangent of 60.00 feet;
thence along the arc of said curve, a distance of 119.33 feet to Station 205+60.04;
thence S62°-09'-20"E, a distance of 46.98 feet to a point of curve to the left at Station 206+07.02, said curve having a central angle of 26°-28'-05", a radius of 595.30 feet and a tangent of 140.00 feet;
thence along the arc of said curve, a distance of 275.00 feet to Station 208+82.02;
thence S88°-37'-25"E, a distance of 634.26 feet to a point of curve to the right at Station 215+16.28, said curve having a central angle of 10°-17'-02", a radius of 1,389.11 feet and a tangent of 125.00 feet;
thence along the arc of said curve, a distance of 249.33 feet to Station 217+65.61;
thence S78°-20'-23"E, a distance of 83.62 feet to a point of curve to the left at Station 218+49.23, said curve having a central angle of 77°-27'-50", a radius of 386.50 feet and a tangent of 310.00 feet;
thence along the arc of said curve, a distance of 522.55 feet to Station 221+59.23;
thence N24°-11'-47"E, a distance of 486.02 feet to a point of curve to the left at Station 226+45.25, said curve having a central angle

of 29°-11'-50", a radius of 383.94 feet and a tangent of 100.00 feet; thence along the arc of said curve, a distance of 195.65 feet to Station 228+40.90;
thence N05°-00'-03"W, a distance of 260.32 feet to the point of termination of this easement at Station 231+01.22;
said point of termination bears N00°-26'-47"W, a distance of 1337.89 feet from the southeast section corner of said Section 13.

AFFIDAVIT

232208

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

RECORDED March 4 1991 3:45 PM
IN BOOK 58 M.S.C. PAGE 429
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

RUBY F. HAYTER, being first duly sworn upon oath, according to law, b/; mary pl. deposes and says:

1. That she is a resident of the Town of Big Piney, County of Sublette and State of Wyoming.

2. That this affidavit is made pursuant to the provisions of Section 2-9-102, Wyoming Statutes and concerns the following described real estate and premises situate in the County of Sublette and State of Wyoming, to-wit:

That part of Lot 9 of Milleg Heights Addition to the Town of Big Piney of Record in the Office of the Clerk of Sublette County in Book 16 of Miscellaneous on page 386 lying and being situate in the easterly portion of said Lot 9 and part of the S1/2 NW1/4 of Section 36 T30 N, R112W, Sublette County Wyoming described as follows:

Beginning at the southeast corner of said Lot 9 identical with the southeast corner of an easement of record in the said Office in Book 17 of Miscellaneous on page 374, N57°-01'E, 1661.02 feet from the west one-quarter corner of said Section 36 where found a 10"x8"x12" quartzite stone marked 1/4 on west;

Thence N22°-01'W, 46.3 feet across said easement to a 3/8"x12" steel spike on the northerly line of said easement;

Thence N19°-04'W, 241.2 feet, more or less, to a corner on the southerly right-of-way line of State Highway 350 identical to the northerly line of said Lot 9;

Thence Southeasterly, 215.0 feet, more or less, along the said north line and said right-of-way line being the arc of a curve with radius of 2864.79 feet and a central angle of 32°-03' with a chord bearing S72°-01'E, 215.0 feet to the northwest corner of said easement;

Thence continuing Southeasterly, 415 feet, more or less, chord bearing S68°-55'E, 41.5 feet along said easement to the northeast corner of Lot 9 and said easement, N54°-37'E, 1889.3 feet from said west one-quarter corner of Section 36;

Thence S37°-48'W, 240.0 feet along the east line of said Lot 9 and easement to the corner of beginning;

ENCOMPASSING an area of 0.679 acres more or less;

SUBJECT TO an easement of record in the said Office in Book 17 of Miscellaneous on page 374 for all purposes covering the southeast 40.0 feet of the foregoing tract, and

HEREBY GRANTING the covenants of said easement to be

appurtenant to Lots 1 and 2 of said Milleg Heights Addition and to that tract of record in Book 10 of Deeds on page 45;- each point marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164";
-all in accordance with the map prepared and filed in the said Office;
-the base bearing for this survey is the west line of said section 36 being N00°-28'E.

3. That by special warranty deed dated the 21st day of August, 1975, filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming on the 21st day of August, 1975 and recorded in Book 17 of the Deed Records of said office at page 658, the above described real estate and premises were conveyed by Kelly G. Hill and Ann M. Hill, grantors unto Phil Hayter and Ruby Hayter, his wife, grantees, of the County of Sublette and State of Wyoming.

4. That the grantees named in the aforesaid warranty deed, Phil Hayter and Ruby Hayter, were husband and wife at the time of said conveyance and the real estate so conveyed did vest in them, the said Phil Hayter and Ruby Hayter, husband and wife, as tenants by the entirety;

5. That the aforesaid Phil Hayter is deceased and that the said Phil Hayter died on the 27th day of April, 1989 in the Town of Lander, County of Fremont and State of Wyoming;

6. That all interest of the aforesaid Phil Hayter in and to the above described real estate and premises did upon his death and the time of his death terminate, by operation of law, and this affiant did, by operation of law, at the time of death of Phil Hayter 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 Phil Hayter certified by the public authority wherein such original death certificate is a matter of record and that said Phil Hayter who is named in said death certificate is one and the same person as Phil Hayter named in the aforesaid warranty deed with this affiant.

8. That this affiant is one and the same person as Ruby Hayter, grantee with Phil Hayter in the aforementioned warranty deed.

Ruby A Hayter

Subscribed and sworn to before me by Ruby Hayter this 28 day of February, 1991.

Notary Public

My commission expires:

STEVEN MACKEY
County of Sublette
My Commission Expires:
Notary Public
State of Wyoming
June 22 1992

430

431

46

DIVISION OF

CERTIFICATE OF DEATH

LOCAL FILE NUMBER

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT'S NAME — First: PHIL — Middle: NMN — Last: HAYTER
2. SEX: MALE
3. DATE OF DEATH (Mo., Day, Yr.): April 27, 1989
4. SOCIAL SECURITY NUMBER: 519-10-9915
5a. AGE-Last Birthday (Years): 71
5b. UNDER 1 YEAR — Months / Days / Hours / Minutes
6. DATE OF BIRTH (Mo., Day, Yr.): June 18, 1917
7a. PLACE OF DEATH (Check only one): HOSPITAL XX Inpatient ☐ ER/Outpatient ☐ DOA — OTHER ☐ Nursing Home ☐ Residence ☐ Other (Specify)
7b. FACILITY NAME (If not institution, give street and number): Lander Valley Medical Center
7c. CITY, TOWN, OR LOCATION OF DEATH: Lander
7d. COUNTY OF DEATH: Fremont
8. STATE OF BIRTH (If not in U.S.A., name country): Kansas
9. MARITAL STATUS (Married, Never Married, Widowed, Divorced): married
10. SURVIVING SPOUSE (If wife, give maiden name): Ruby F. Wilson
11. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no): no
12a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): construction
12b. KIND OF BUSINESS OR INDUSTRY: earth work
13a. RESIDENCE - STATE: Wyoming
13b. COUNTY: Sublette
13c. CITY, TOWN OR LOCATION: Big Piney
13d. STREET AND NUMBER: 2015 Milleg Lane
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.): XX — 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): — College (1-4 or 5+): 1

PARENTS

17. FATHER'S NAME — First: Clarence — Middle: nmn — Last: Hayter
18. MOTHER'S NAME — First: Minnie — Middle: nmn — Maiden Surname: Evans

INFORMANT

19a. INFORMANT'S NAME (Type or Print): Ruby F. Hayter
19b. RELATIONSHIP TO DECEDENT: wife
19c. MAILING ADDRESS — STREET OR R.F.D. NUMBER: Box 612 — CITY OR TOWN: Big Piney — STATE: Wyoming — ZIPCODE: 83113

DISPOSITION

20a. BURIAL, CREMATION, REMOVAL, OTHER (Specify): burial
20b. DATE (Mo., Day, Yr.): 5-2-1989
20c. CEMETERY OR CREMATORY NAME: Plainview Cemetery
20d. LOCATION — CITY OR TOWN — STATE: Big Piney, Wyoming
21a. FUNERAL SERVICE LICENSEE OR OTHER AGENT — Signature: Kathleen Hudson — Number: 357
21b. NAME OF FACILITY — Number: Hudson's FuneralHome 115
21c. ADDRESS OF FACILITY: Box 236 Pinedale, Wyo82941

CERTIFIER

To Be Completed By CERTIFYING PHYSICIAN

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): William Gillett
22b. DATE SIGNED (Mo., Day, Yr.): 3 May, 1989
22c. HOUR OF DEATH: 5:30 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): Donald A. Gullickson, M.D. 745 Buena Vista Drive Lander, Wyoming 82520
25a. REGISTRAR (Signature): D. B. Taylor
25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): 3 May 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.

Approximate Interval Between Onset and Death

IMMEDIATE CAUSE (Final disease or condition resulting in death): a. Cardiac arrest secondary to acute myocardial infarct — 5 min
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. DUE TO (OR AS A CONSEQUENCE OF): c. DUE TO (OR AS A CONSEQUENCE OF): d.

14

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

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

29. MANNER OF DEATH: X 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 (e.g. home, farm, street, factory, office building, etc.) (Specify)
30f. LOCATION (Street and Number or Rural Route Number, City or Town, State)

5 May 89

VR 2-89
1/89 15M

VITAL RECORDS SERVICES SEAL WYOMING

THIS IS TO CERTIFY that this reproduction is a true copy of a record on file in Wyoming Vital Records Services, Cheyenne, Wyoming.

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Date Issued May 5, 1989

R. L. Wieuli M.D.

State Registrar

232209

AFFIDAVIT

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

RECORDED March 4 1991 3:45 P M
IN BOOK 58 M.S. PAGE 432
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: marie Ruby

RUBY F. HAYTER, being first duly sworn upon oath, according to law, deposes and says:

1. That she is a resident of the Town of Big Piney, County of Sublette and State of Wyoming.

2. That this affidavit is made pursuant to the provisions of Section 2-9-102, Wyoming Statutes and concerns the following described real estate and premises situate in the County of Sublette and State of Wyoming, to-wit:

> Lots four (4) and five (5), Block 4, W. G. Heitz Original Townsite, Town of Big Piney, Wyoming

3. That by warranty deed dated the 17th day of October, 1974, filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming on the 22nd day of October, 1974 and recorded in Book 17 of the Deed Records of said office at page 288, the above described real estate and premises were conveyed by Monte Norris, grantor of Sublette County of and State of Wyoming unto Phil Hayter and Ruby F. Hayter, husband and wife and Richard Strom, grantees, of the County of Sublette and State of Wyoming.

4. That the grantees named in the aforesaid warranty deed, Phil Hayter and Ruby F. Hayter, were husband and wife at the time of said deed, and an undivided one-half interest in and to the above described real estate conveyed by said deed did vest in them the said Phil Hayter and Ruby F. Hayter, husband and wife, as tenants by the entirety;

5. That the aforesaid Phil Hayter is deceased and that the said Phil Hayter died on the 27th day of April, 1989 in the Town of Lander, County of Fremont and State of Wyoming;

6. That all interest of the aforesaid Phil Hayter in and to the above described real estate and premises did upon his death and at the time of his death terminate leaving said interest vested solely in this affiant as the surviving tenant by the entirety;

7. That attached hereto is a copy of the official death certificate of Phil Hayter certified by the public authority wherein such original death certificate is a matter of record and that said Phil Hayter who is named in said death certificate is one and the same person as Phil Hayter named in the aforesaid warranty deed with this affiant.

8. That this affiant is one and the same person as Ruby F. Hayter, grantee with Phil Hayter in the aforementioned warranty deed.

Ruby F. Hayter
RUBY F. HAYTER

Subscribed and sworn to before me by RUBY F. HAYTER this 21 day of February, 1991.

Notary Public

My commission expires:

STEVEN MACKEY Notary Public
County of Sublette State of Wyoming
My Commission Expires June 22, 1992

46

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: PHIL — Middle: NMN — Last: HAYTER
2. SEX: MALE
3. DATE OF DEATH (Mo., Day, Yr.): April 27, 1989
4. SOCIAL SECURITY NUMBER: 519-10-9915
5a. AGE (Last Birthday) (Years): 71
5b. UNDER 1 YEAR — Months / Days
5c. UNDER 1 DAY — Hours / Minutes
6. DATE OF BIRTH (Mo., Day, Yr.): June 18, 1917
7a. PLACE OF DEATH (Check only one): HOSPITAL XX Inpatient ☐ ER/Outpatient ☐ DOA — OTHER ☐ Nursing Home ☐ Residence ☐ Other (Specify)
7b. FACILITY NAME (If not institution, give street and number): Lander Valley Medical Center
7c. CITY, TOWN, OR LOCATION OF DEATH: Lander
7d. COUNTY OF DEATH: Fremont
8. STATE OF BIRTH (If not in U.S.A., name country): Kansas
9. MARRIED, NEVER MARRIED, DIVORCED, WIDOWED (Specify): married
10. SURVIVING SPOUSE (If wife, give maiden name): Ruby F. Wilson
11. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no): no
12a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): construction
12b. KIND OF BUSINESS OR INDUSTRY: earth work
13a. RESIDENCE STATE: Wyoming
13b. COUNTY: Sublette
13c. CITY, TOWN, OR LOCATION: Big Piney
13d. STREET AND NUMBER: 2015 Milleg Lane
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.): XX — 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): — College (1-4 or 5+): 1

PARENTS

17. FATHER'S NAME — First: Clarence — Middle: nmn — Last: Hayter
18. MOTHER'S NAME — First: Minnie — Middle: nmn — Maiden Surname: Evans

INFORMANT

19a. INFORMANT NAME (Type or Print): Ruby F. Hayter
19b. RELATIONSHIP TO DECEDENT: wife
19c. MAILING ADDRESS — STREET OR R.F.D. NUMBER: Box 612 — CITY OR TOWN: Big Piney — STATE: Wyoming — ZIPCODE: 83113

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify): Burial
20b. DATE (Mo., Day, Yr.): 5-2-1989
20c. CEMETERY OR CREMATORY NAME: Plainview Cemetery
20d. LOCATION — CITY OR TOWN — STATE: Big Piney, Wyoming
21a. FUNERAL SERVICE LICENSEE (Or Other Acting Agent) (Signature): Edwin Hudson 357
21b. NAME OF FACILITY — Number: Hudson's FuneralHome 115
21c. ADDRESS OF FACILITY: Box 236 Pinedale, Wyo82941

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): William M. Gullick
22b. DATE SIGNED (Mo., Day, Yr.): 3 May, 1989
22c. HOUR OF DEATH: 5:30 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): Donald A. Gullickson, M.D. 745 Buena Vista Drive Lander, Wyoming 82520
25a. REGISTRAR (Signature): R. L. Wheeler
25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): 3 May 89

CAUSE OF DEATH

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.

26. Approximate Interval Between Onset and Death

IMMEDIATE CAUSE (Final disease or condition resulting in death): a. Cardiac arrest secondary to acute myocardial infarct — 5 min
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. DUE TO (OR AS A CONSEQUENCE OF):
c. DUE TO (OR AS A CONSEQUENCE OF):
d.

14

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

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

29. MANNER OF DEATH: XX 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)

MAY 5 1989

VR 2-89
1/89 15M

VITAL RECORDS SERVICES SEAL WYOMING

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Date Issued May 5, 1989

R. L. Wheeler M.D.
State Registrar

435

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF)
)
JANET D. TIBBALS,)
)
Deceased.)

Probate No. 1303

FILED
BY:
JAN 16 1991
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

ORDER DIRECTING PERSONAL REPRESENTATIVE TO EXECUTE AGREEMENT FOR SALE AND ESTABLISH ESCROW

THIS MATTER came on for hearing before the Court on the 18th day of December, 1990 at 3:00 P.M. in the Fremont County Courthouse, Lander, Wyoming on the Petition For Order Directing Personal Representative To Execute Agreement For Sale And Establish Escrow for EASTFORK LIVESTOCK, INC. The Court heard arguments and reviewed the Option at issue. The Court finds that the Petitioner has duly and properly exercised said Option by letter dated 11/28/90, as attached to Petitioner's Petition as Exhibit "B", and that Petitioner is entitled to an order directing the estate Personal Representative to enter into an Agreement For Deed in substantially the same form as that attached to the concerned Option as Exhibit "B". The Court further finds that it is in the best interest of the estate of JANET D. TIBBALS, deceased, the concerned heirs and the Petitioner to establish an escrow to hold a Warranty Deed conveying the concerned real property from the estate Personal Representative to Petitioner upon payment in full of the contract price set out in the aforesaid Agreement For Deed and through which Petitioner may make the required payments due thereunder.

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

That JAMES S. PAYNE, Personal Representative of the Estate of JANET D. TIBBALS, deceased, be and hereby is authorized and ordered to execute and enter into on behalf of said estate, as Seller, with EASTFORK LIVESTOCK, INC., as Buyers, an Agremeent For Deed in substantially the same for as that certain Agreement For Deed attached as Exhibit "B" to that certain Option recorded at Book 54 of Miscellaneous, Page 68, in the office of the County Clerk for Sublette County, Wyoming. Said Agreement covers the following described real property; to-wit:

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

Section 4:	SE¼SW¼;
Section 6:	Lots 4, 5, 6 and 7; E½SW¼, SE¼;
Section 7:	Lots 3 and 4: E½NW¼, W½NE¼, NE¼NE¼;
Section 9:	NW¼NW¼;

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

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

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

RECORDED MAR 5 1991 11:00 AM
IN BOOK 58 MISC PAGE 435
FEES $10.00 MC
SUBLETTE COUNTY, PINEDALE, WYOMING
BY: Carol A Cheney Deputy

232210

reservoir and reservoir rights, appertaining thereto;

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;

That JAMES S. PAYNE, Personal Representative, be and hereby is further authorized and ordered to execute an Executor's Deed conveying the aforedescribed real property to EASTFORK LIVESTOCK, INC., for delivery upon payment in full of the sums due under the aforesaid Agreement For Deed. Said deed shall be placed in an escrow to be established at the First National Bank of Pinedale to which EASTFORK LIVESTOCK, INC. shall make the payments called for in said Agreement For Deed. Said payments shall be disbursed to the heirs of JANET D. TIBBALS, deceased, as they shalL appear in the decree of distribution to be entered herein.

DATED this 13 day of January, 1991.

ELIZABETH A. KAIL
District Court Judge

APPROVED AS TO FORM:

JAMES L. HETTINGER, Attorney for Estate

RALPH E. WOOD, Attorney for Petitioner

THE STATE OF WYOMING)
COUNTY OF SUBLETTE)

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

SIGNED

AGREEMENT FOR SALE/AGREEMENT FOR DEED

WHEREAS, JANET D. TIBBALS, as Grantor, and EASTFORK LIVESTOCK, INC., a Wyoming corporation, as Grantee, did enter into a certain Option, recorded 8/8/88 in Book 54 of Miscellaneous, Page 68, in the office of the County Clerk, Sublette County, Wyoming, concerning the sale of certain real property; and,

WHEREAS, JANET D. TIBBALS, is now deceased, and JAMES S. PAYNE has acted as the duly Court appointed Personal Representative of her estate since 6/2/89; and,

WHEREAS, on 11/28/90, EASTFORK LIVESTOCK, INC., did exercise its purchase rights under the aforesaid Option; and,

WHEREAS, on 12/28/90 the Honorable ELIZABETH A. KAIL, Judge of the District Court, did enter an Order Approving Final Report And Accounting, Allowance Of Fees, Decree Of Final Settlement And Order Of Distribution in the Matter Of The Estate Of Janet Dorothea Tibbals, also known as Janet D. Tibbals, Deceased, Ninth Judicial District, Sublette County, Wyoming, Probate #1303, wherein the Personal Representative was authorized and directed to enter into an agreement designating the First National Bank of Pinedale as escrow agent for the sale contemplated under the aforedescribed Option, to disburse the funds to be received thereunder and to hold a deed from the Personal Representative pending payment of the purchase price in full; and,

WHEREAS, on 1/13/91 the Honorable ELIZABETH A. KAIL, Judge of the District Court, did enter an Order Directing Personal Representative To Execute Agreement For Sale And Establish Escrow in the Matter Of The Estate Of Janet Dorothea Tibbals, also known as Janet D. Tibbals, Deceased, Ninth Judicial District, Sublette County, Wyoming, Probate #1303, wherein the Personal Representative was authorized and ordered to enter into an Agreement For Deed in substantially the same form as that certain Agreement Attached as Exhibit "B" to the aforesaid Option; and,

WHEREAS, the purpose of this Agreement For Sale/Agreement For Deed is to comply with the terms of the aforesaid Option and the Court's Orders of 12/28/90 and 1/13/91.

THIS AGREEMENT FOR SALE/AGREEMENT FOR DEED is made and entered into on the date indicated below, by and between JAMES S. PAYNE, Personal Representative of the Estate of JANET D. TIBBALS, deceased, (hereinafter called "Seller") and EASTFORK LIVESTOCK, INC., (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 Buyer agrees to accept.

3. Purchase Price. The purchase price to be paid by Buyer to

RECORDED
IN BOOK 58 MISC PAGE 437
FEES @ 14.00 MAR 5 1991 11:00 AM
SUBLETTE COUNTY, PINEDALE, WYOMING
BY: Carol A. Mackay, Deputy

232211

Seller for the subject property shall be the sum of Two Hundred Thousand and NO/100 ($200,000.00) Dollars. This purchase price shall be reduced by certain lease payments and a $35.000.00 option payment previously paid by Buyer. The exact amount of reduction is Sixty Thousand and NO/100 ($60,000.00) Dollars. Said sum is computed as follows:

Option Payment:	(35,000.00)
Lease Payments:	
11/15/88	(5,000.00)
5/7/89	(5,000.00)
11/15/89	(5,000.00)
5/7/90	(5,000.00)
11/15/90	(5,000.00)
	$60,000.00

4. Terms of Payment. The net purchase price for said property, of One Hundred Forty Thousand and NO/100 ($140,000.00) Dollars shall be paid in ten annual principal payments of Fourteen Thousand and NO/100 ($14,000.00) Dollars each. Interest shall accrue on the unpaid principal at the rate of ten percent (10%) per annum from 2/15/91 and shall also be payable annually. The first annual principal and interest payments shall be due one year from 2/15/91 and annually thereafter. 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 prepayments shall be applied to principal. A partial prepayment shall not act to reduce the amount or change the date of the next annual principal payment due but shall act by reduction of principal owed to reduce the total term of the contract and thus the total amount of interest paid.

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

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

(a) To declare this contract ended, cancelled and of no further force and effect, said action shall fully reinvest the Seller with all right, title and interest thereto hereby agreed to be sold, conveyed or delivered, and the Buyer shall forfeit all its right, title and interest in and to all of said real property, including any and all improvements or replacements and the Seller shall have the right to reenter and take possession, without demand, of the said real property and all improvements thereon, including those erected or placed thereon by the Buyer. In the event of such repossession, Seller may keep said real property as her own and absolute property, being hereby released from all obligations both at law and in equity, to convey said property, and in such case, all payments made by Buyer prior to repossession shall be considered as rental for said real property and liquidated damages for failure on the part of the Buyer to comply with the terms of this

Agreement, and in the event the Seller elects to cancel, as above provided, the Buyer agrees to pay all costs of cancellation, together with a reasonable attorney's fee, and to execute all documents necessary to clear Seller's title of any record interest of Buyer;

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

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

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

Seller: JAMES S. PAYNE, Personal Representative
of the Estate of Janet D. Tibbals
c/o James L. Hettinger
Hettinger, Leedy & Vincent, P.C.
214 Masonic Temple Building
Riverton, WY 82501-4380

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

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 it 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 2/15/91. Taxes shall be prorated by the tax assessment for the year 1990. Seller shall pay all taxes payable before said date as assessed against said subject property.

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

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

Section 16: All

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

Section 36: All

13. Grazing Permits. Upon the execution of this Agreement For Sale, Seller shall transfer and assign to Buyer all U.S. Bureau of Land Management

and U.S. Forest Service grazing permits appurtenant to the property sold hereunder.

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

15. Title Insurance. Seller has provided Buyer with a commitment for title insurance. Seller shall pay the premium cost of the title insurance policy.

16. Estate Distribution. Buyer is aware that Seller will be distributing this contract and the rights thereunder to those parties taking through the Estate of JANET D. TIBBALS, deceased.

17. Escrow. The Executor's Deed called for above shall be placed in an escrow to be established at the First National Bank of Pinedale, Pinedale, Wyoming for delivery to Buyer upon payment in full of the purchase price. Buyer shall make all payments called for hereunder through said escrow. Buyer shall pay the set up fee for said escrow and all periodic fees shall be deducted from the annual payments prior to distribution.

18. Existing Option. This Agreement is executed pursuant to that certain Option recorded at Book 54 of Miscellaneous, Page 68, in the office of the County Clerk, Sublette County, Wyoming. Upon the execution and recording of this Agreement, said Option and said Lease recorded at Book 53 of Miscellaneous, Page 625, in the office of the County Clerk, Sublette County, Wyoming are superseded, voided and of no further force or effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this 7th day of Feb., 19 91.

SELLER: Estate of Janet D. Tibbals:

BY: James S. Payne
JAMES S. PAYNE, Personal Representative

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

EASTFORK LIVESTOCK INC. CORPORATE SEAL WYOMING ATTEST:

SEAL

BY: Joel E. Bowman

Susan L. Bowman
SECRETARY

ITS: President

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing **AGREEMENT FOR SALE/AGREEMENT FOR DEED** was acknowledged before me by JAMES S. PAYNE, Personal Representative of the Estate of Janet D. Tibbals, this 11th day of February, 19 91.

WITNESS my hand and official seal.

Darlene Danlin
NOTARY PUBLIC

My Commission Expires:

DARLENE DANLIN - NOTARY PUBLIC
County of Fremont — State of Wyoming
My Commission Expires Jan. 8, 1995

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **AGREEMENT FOR SALE/AGREEMENT FOR DEED** was acknowledged before me by EASTFORK LIVESTOCK, INC., a Wyoming corporation, by its President, Jack E. Brumley and attested to and sealed by its Secretary, this 20th day of Feb., 1991.

WITNESS my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires.
Dec. 2, 1994
Notary Public
State of
Wyoming

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/94

EXHIBIT "A"

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

Section 4: SE¼SW¼

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

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

Section 9: NW¼NW¼

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

Section 1: All

Section 3: S½NW¼, SW¼, W½SE¼, SW¼NE¼

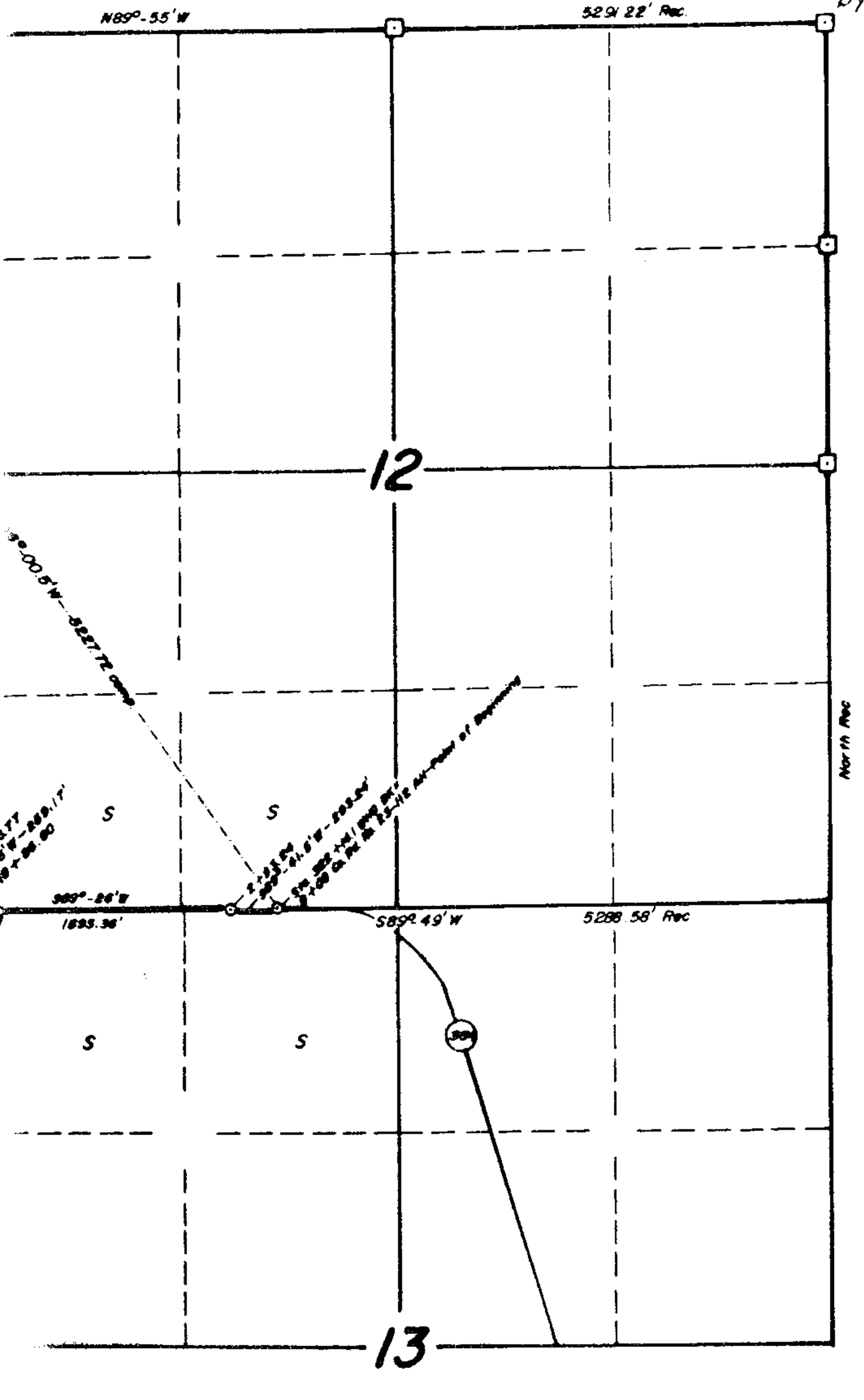
Section 12: N½NE¼

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

SUBJECT TO reservations and restrictions contained in United States patents or of record and to easements and rights-of-way of record or in use; and to prior mineral reservations of record.

RECORDED March 6 1891 4 o'c P M
IN BOOK 58 Misc. PAGE 443
FEES $1.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

235225



PLAT TO ACCOMPANY APPLICATIONS FOR PRIVATE EASEMENTS

FOR

DANIEL - MERNA

COUNTY ROAD NO. 23-112

[redacted]UBLETTE COUNT[redacted] WYOMING

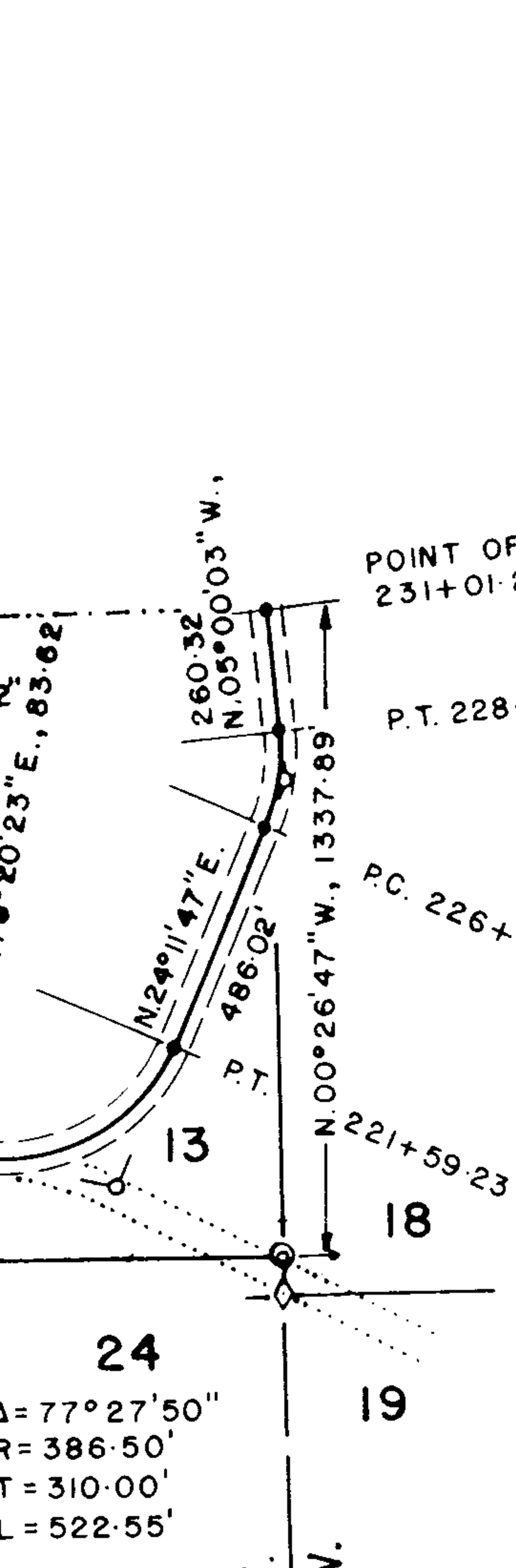
◎ BRASS CAP FOUND

◇ STONE FOUND

o ALUMINUM CAP SET

(CORNER RECORDATIONS FOR ABOVE HAVE BEEN FILED)

RIGHT-OF-WAY WIDTH = 60'



236226

RECORDED March 6 IN 91 400 PM
IN BOOK 58 Misc. PAGE 444
FEES $ N/C Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mari Riley

SIEMS COUNTY ROAD 23-163

LOCATED IN
SECTIONS 13, 14, 21, 22, 23 & 24
T.35N. —— R.113W.
SUBLETTE COUNTY, WYOMING

REV. 10-20-83
B.W. 2-14-83

J.O. 871

AD NO.
7th DAY OF
OMMISSIONERS,

MMISSIONER

NTY CLERK

UNITED STATES OF AMERICA,
STATE OF OHIO,
OFFICE OF THE SECRETARY OF STATE.

232242

RECORDED March 11 1991 10:40 A.M.
IN BOOK 58 Misc. PAGE 445
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

I, Bob Taft, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign corporations; that said records show Certificate of AGREEMENT OF MERGER of TXO PRODUCTION CORP., a Delaware corporation qualified to do business within the State of Ohio on November 2nd, 1983 under License No. 623328 and MARATHON PETROLEUM COMPANY, an Ohio corporation, Charter No. 7265, having its principal location in Findlay, County of Hancock, was incorporated on August 1st, 1887, merging into: MARATHON OIL COMPANY, survivor of said merger, an Ohio corporation, Charter No. 584981, with a merger effective date of December 31st, 1990, was filed in this office on December 24th, 1990, of the Records of Incorporation. Said surviving corporation, **MARATHON OIL COMPANY**, an Ohio corporation, Charter No. 584981, having its principal location in Findlay, County of Hancock, was incorporated on November 18th, 1981 is currently in GOOD STANDING upon the records of this office.

WITNESS my hand and official seal at Columbus, Ohio this 1st *day of* February, *A.D. 19* 91

Bob Taft

Bob Taft
Secretary of State

CERTIFICATION

I, Pamela C. Mays, a duly qualified Notary Public in the State of Texas, hereby certify that the document to which this certificate is attached is a true and correct copy of the original document which is on file with Marathon Oil Company in its Findlay, Ohio office and in the Records of Incorporations in the Office of the Secretary of State, State of Ohio.

Pamela C. Mays
Notary Public

THE STATE OF WYOMING)
) SS.
COUNTY OF LINCOLN)

AFFIDAVIT TERMINATING JOINT TENANCY

I, Olga F. Kirkwood, being of lawful age and first duly sworn according to law, upon my oath, depose and state:

1. That Allan S. Kirkwood died on May 21, 1990.

2. That under date of December 5, 1987, for valuable consideration, Melvin F. Thompson, by his Warranty Deed of that date, which deed was duly filed for record in the Office of the Sublette County Clerk on December 8, 1987 in Book 27 of Deeds at Page 747, conveyed unto Allan P. Kirkwood, Carol A. Kirkwood, Allan S. Kirkwood and Olga F. Kirkwood, as joint tenants with right of survivorship, the following described real property, to-wit:

> Lots Four (4) and Five (5) of Block Four (4) of the C.P. MacGlashan's First Addition to the Town of Big Piney, County of Sublette, State of Wyoming.

3. That by reason of the conveyance as aforesaid, Allan P. Kirkwood, Carol A. Kirkwood, Allan S. Kirkwood and Olga F. Kirkwood, thereby became the owners of the real property as joint tenants and title thereto vested in them continuously from the date of the conveyance as described in the Warranty Deed until the date of death of Allan S. Kirkwood, at which time title to the above described real property vested absolutely in Affiant, Allan P. Kirkwood and Carol A. Kirkwood, in accordance with the provisions of Section 2-9-102 W.S. (1977).

4. Affiant avers and certifies that decedent is the identical party named with Affiant, Allan P. Kirkwood and Carol A. Kirkwood in the aforementioned deed whose death terminated his interest, title and estate in the real property; and Affiant attaches hereto and makes a part of this Affidavit a copy of the official certificate of death of decedent, duly certified by the public authority in which said death certificate is a matter of record.

DATED: March 8, 1991.

Olga F Kirkwood
OLGA F. KIRKWOOD

232243

RECORDED March 11 1991 2:32 P M
IN BOOK 58 Misc. PAGE 446
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Ley

THE STATE OF WYOMING)
) SS.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me this 8th day of March, 1991 by OLGA F. KIRKWOOD.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires:
[illegible]

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 39 — STATE FILE NUMBER

DECEDENT

1. DECEDENT NAME First	Middle	Last	2. SEX	3. DATE OF DEATH Mo. Day Yr.
ALLAN	SMITH	KIRKWOOD	MALE	MAY 21, 1990

4. SOCIAL SECURITY NUMBER	5a. AGE Last Birthday Years	5b. UNDER 1 DAY Months	Days	Hours	Minutes	6. DATE OF BIRTH Mo. Day Yr.
712-09-5586	79					JANUARY 4, 1911

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

7a. FACILITY NAME (If not institution, give street and number) — 7b. CITY, TOWN OR LOCATION OF DEATH — 7c. COUNTY OF DEATH

UINTA HEALTH CARE CENTER	EVANSTON	UINTA

8. STATE OF BIRTH (If not in U.S.A., name country)	9. MARRIED, NEVER MARRIED (Or Widowed, Divorced, Specify)	9a. SURVIVING SPOUSE (If wife, give maiden name)
WYOMING	MARRIED	OLGA ZEBRE

10. WAS DECEDENT EVER IN U.S. ARMED FORCES? Specify (yes or no)	11a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)	11b. KIND OF BUSINESS OR INDUSTRY
NO	SWITCHMAN	U.P. RAILROAD

12a. RESIDENCE STATE	12b. COUNTY	12c. CITY, TOWN OR LOCATION	12d. STREET AND NUMBER
WYOMING	LINCOLN	KEMMERER	1336 FIRST WEST AVE.

12e. 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
PETER	GENTLEMAN	KIRKWOOD	FRANCES	SMITH	

INFORMANT

19a. INFORMANT NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
OLGA KIRKWOOD	SPOUSE

19c. MAILING ADDRESS (STREET OR R.F.D. NUMBER, CITY OR TOWN, STATE, ZIPCODE)
1336 FIRST WEST AVE. KEMMERER, WYOMING 83101

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	5-24-90	KEMMERER CITY CEMETERY	KEMMERER, WYOMING	

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
[signature]	440	CRANDALL FUNERAL HOME	28	KEMMERER, 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. 6/4/90 — 22c. HOUR OF DEATH 14:05 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)
Mark Brann M.D. 150 Arrowhead Dr. Evanston, Wyoming 82930

25a. REGISTRAR Signature ▶ [signature] DEPUTY — 25b. DATE RECEIVED BY REGISTRAR Mo. Day Yr. MAY 22, 1990

CAUSE OF DEATH

PART I. Enter the chain of conditions, if any, giving rise to the immediate cause (a) stated. Enter the underlying cause last. (Do not enter the mode of dying, such as cardiac or respiratory arrest, shock or heart failure. Leave blank only one cause on each line.)

		Approximate Interval Between Onset and Death
IMMEDIATE CAUSE (Final disease or condition resulting in death) ▶	a. Cerebrovascular Disease	2 yrs.
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. DUE TO (OR AS A CONSEQUENCE OF)	
	d. DUE TO (OR AS A CONSEQUENCE OF)	

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

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

VR 2-89
1/89 15

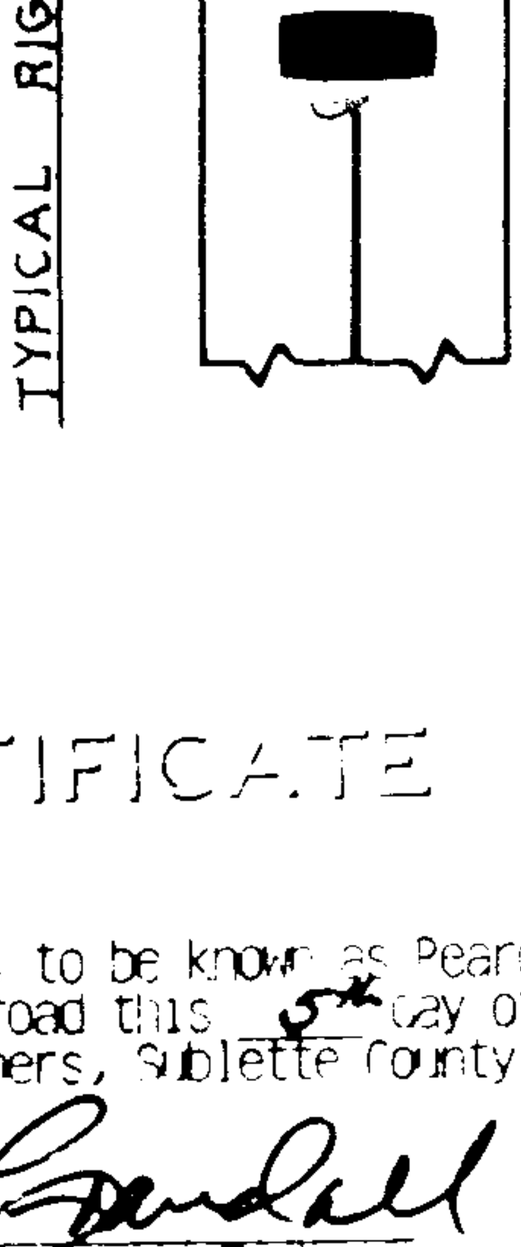
SEAL

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 6, 1990

[signature]
Deputy State Registrar



TIFICATE OF DECLARATION

ic, to be known as Reardon Draw County Road No. 23-139, was declared
road this 5th day of March, 1991 by the Board of
oners, Sublette County, Wyoming.

Randall, Chairman

Wm. Skinner, Commissioner

Attest: Mary Lankford, County Clerk

THE STATE OF WYOMING
COUNTY CLERK
SUBLETTE COUNTY

nberg, Commissioner

g signatures not attested to by County Clerk; therefore,

5 March, 1991 - As the Board of County Commissioners
sign this plat upon the adoption of the enabling resolution on
mber, 1985, the current Board is signing in their stead.

232249

RECORDED March 11 1991 4:00 P.M.
IN BOOK 58 Misc. PAGE 448
FEES $ N/C Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Ritz

REARDON DRAW
COUNTY ROAD
23 - 139

LOCATED IN
SECTIONS 27 & 34, T.29N., R.111W.
SECTIONS 5 & 8, T.28N., R.111W.
SUBLETTE COUNTY, WYOMING
SHEET 2 OF 2

1-23-85 J.O. 1043

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

Probate No. 1367

FILED
BY: Marilyn Jensen
FEB 22 1991
MARILYN M JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

IN THE MATTER OF THE ESTATE)
OF)
ARTHUR W. STOTTS, Deceased.)

DECREE ESTABLISHING RIGHT AND TITLE TO MINERAL INTEREST

THE ABOVE ENTITLED MATTER COMING before the Court on the Petition/Application for Decree, and Supplement to Petition/Application for Decree, pursuant to setting on February 21, 1991 at 10:00 a.m. in the Sublette County Courthouse in Pinedale, Wyoming, and the Court having examined the file and matters therein contained, and being fully advised in the premises FINDS as follows:

1. That this Court has jurisdiction over the subject matter of this action, the mineral interests/real property and the parties involved.

2. That proper notice of this hearing has been given in accordance with statutory requirements.

3. That the facts stated in said Petition/Applications are not in dispute.

4. That the prayer of said instruments should be granted, and the title and interest owned by Arthur W. Stotts in the minerals in the real property hereafter described should be set over to the applicant, Dennis R. Stotts, individually, and as attorney-in-fact for Allen W. Stotts, Mary Ella Piper, Everett John Stotts, Alpha Lillian Steinke, Cheryl O'Brien (erroneously identified as Obrien in the Petition/Application), Karen Hoops and Jane Steinke, all pursuant to the powers of attorney recorded in the office of the County Clerk in and for Sublette County, WY.

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

That all of the right, title and interest owned by

232265

RECORDED March 13 1991 9:00 AM
IN BOOK 58 Misc. PAGE 449
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Marilyn Jensen

Arthur W. Stotts at the time of his death in the minerals in the following described real property, to-wit:

T 28 N, R 112 W of the 6th P.M.

Section 23: Lots 6, 9, 10 and 11
Section 26: Lots 2, 3, 4, 10, NE¼NW¼ and NW¼SW¼;

T 28 N, R 113 W of the 6th P.M.

Section 17: W½SW¼; SE¼SW¼
Tract 39, U. S. Government description and survey, sometimes known as the W. H. Matlock Patent, and sometimes described as W½SW¼ and SE¼SW¼, said interest believed to be 8.43750%;

T 27 N, R 112 W of the 6th P.M.

Section 29: S½NE¼ and/or Tract #1
Section 29: Lots 1 and 6;

all in Sublette County, Wyoming;

be, and the same are hereby set over to DENNIS R. STOTTS, individually, and as attorney-in-fact for Allen W. Stotts, Mary Ella Piper, Everett John Stotts, Alpha Lillian Steinke, Cheryl O'Brien, Karen Hoops and Jane Steinke, together with any other mineral interest owned by the said Arthur W. Stotts, but not hereinabove described.

DATED this 21st day of February, 1991.

BY THE 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

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

SALLY E. MILLER,

Plaintiff,

vs.

CHARLES L. MILLER,

Defendant.

Civil Action No. 5166

FILED
BY: M. M. Jensen
MAR 15 1991
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

DECREE OF DIVORCE

THIS MATTER having come on before the Honorable ELIZABETH A. KAIL, Judge of the District Court;

The Court sitting without a jury, the Defendant having been served with a copy of the Complaint and Summons herein and having filed an Answer and Waiver of Notice of Hearing herein, the Plaintiff having appeared in person and through her attorney, 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 30, 1961, and are presently man and wife.

3. That one child has been born as a result of this marriage, and is over 19 years of age.

4. That the parties have acquired real property during the course of this marriage and said real property should be awarded to the Plaintiff. Said property being described as:

> Tract One (1) of the Amended Andrew Lot Division, 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.

5. That the parties have acquired certain items of personal property during the course of their marriage which should be divided as set out in Exhibit "A" to the Separation Agreement filed herein on February 20, 1991 and incorporated herein as if set forth in full.

6. That irreconcilable differences have arisen in the marital relationship of the parties and the Plaintiff is entitled to a divorce.

7. That each party shall pay the debts ~~in their~~ respective names.

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

232295

RECORDED Mar 15 at 9:42 A
IN BOOK 58 MISC. PAGE 451
FEES $ 6.00

of Divorce from the Defendant.

2. That each party be and hereby is awarded those items of personal property as set out in Exhibit "A" in the Separation Agreement which is filed herein and incorporated herein as if set forth in full.

3. That the Plaintiff be awarded as her sole and separate property the following described real property.

> Tract One (1) of the Amended Andrew Lot Division, 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.

4. That each party be and hereby is ordered to pay their own respective debts.

5. That each party be and hereby is ordered to comply in full with the terms of the Separation Agreement filed herein and which is incorporated herein as if set forth in full.

DATED this 15th day of March, 1991.

ELIZABETH A. KAIL
Judge of the District Court

STATE OF WYOMING
COUNTY OF SUBLETTE

I, 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 FULL, TRUE AND COMPLETE COPY.

SIGNED Marilyn M. Jensen

SUBLETTE COUNTY

MEMORANDUM March 6, 1991

I, Paul Phillip Austgen, of 150 Fox Hill Lane, Colorado Springs, Colorado, do hereby state that on October 5, 1977, there was executed a trust agreement between myself as Trustor and as Trustee, with Laura Elaine Austgen as Beneficiary. This trust received overriding royalty interests as described in DESCRIPTION 1 herein.

The duration of the trust was at least ten years and one day. This trust has been in full force since October 5, 1977, and still is in full force. The terms of the original instrument, of which the operator of these leases received a timely file copy and notification, controls as between the parties to the trust agreement.

I, Paul Phillip Austgen, of 150 Fox Hill Lane, Colorado Springs, Colorado, do further state that on October 5, 1977, there was executed a trust agreement between myself as Trustor and as Trustee, with Stephanie Paulette Austgen as Beneficiary. This trust received overriding royalty interests as described in DESCRIPTION 1 herein.

The duration of the trust was at least ten years and one day. This trust has been in full force since October 5, 1977, and still is in full force. The terms of the original instrument, of which the operator of these leases received a timely file copy and notification, controls as between the parties to the trust agreement.

DESCRIPTION 1: Trust Property Received

I. Evanston 021741

Lincoln County, Wyoming

TWP 26N R113W 6th PM. Section 4: Lots 1-12 Inclusive, SE/4, NW/4SW/4

Sublette County, Wyoming

TWP 27N R113W 6th PM. Section 28: SE/4SW/4, SW/4SE/4
Section 29: SE/4NE/4
Section 32: W/2SE/4, N/2NE/4, SW/4NE/4
Section 33: NW/4NE/4, S/2NE/4, SE/4,NW/4

Interest Transferred: (ORR) = .31250% of 8/8 ths.

II. Evanston 021743

Sublette County, Wyoming

TWP 27N R113W 6th PM. Section 33: N/2SW/4

Interest Transferred: (ORR) = .31250% of 8/8 ths.

****

Paul Phillip Austgen

State of Colorado
County of El Paso

On the 6th day of Mar, 1991, before me came Paul Phillip Austgen, known to me to be the [illegible] described in, and who executed the foregoing instrument, and he acknowledged that he [illegible] same, and in due form of law acknowledged the foregoing instrument to be his free [illegible] desired the same might be recorded as such.

Virginia J. Sanders

My Commission Expires Nov. 25, 1994

232303

RECORDED March 18 1991 9:50 AM
IN BOOK 58 Misc. PAGE 453
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

DEED GRANTING RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS;

That David D. Maytag and Betty A. Maytag, husband wife, of the County of Sublette, and State of Wyoming, grantors, in consideration of TEN DOLLARS ($10) 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 Paul C. Hagenstein and Bette Ann Hagenstein, husband and wife, of the County of Sublette and State of Wyoming, grantees, whose mailing addresss is Box E, Pinedale, Wyoming, 82941, a right of way, access, ingress and egress, 60 feet in width upon and over and across and through portions of the following-described lands and real estate situate in the County of Sublette and State of Wyoming, and more particularly described as follows, to-wit:

a right of way, 60 feet in width, through portions of the SE/4SE/4, Section 15 and W/2SW/4, the S/2NW/4 and the SW/4NE/4 of Section 14, Township 33 North, Range 109 West of the 6th Principal Meridian, Sublette County, Wyoming, the South and East boundary of which is described as follows:

Beginning at a point on the south boundary of the SE/4SE/4 of Section 15, said point being also on the east right of way line of U. S. Highway 191;

Thence from said point of beginning, easterly along the south boundary of the SE/4SE/4 of Section 15, to the corner common to Sections 14, 15, 22 and 23;

Thence continuing easterly along the south boundary of the W/2SW/4 of section 14 to the southeast corner of the W/2SW/4 of Section 14;

Thence northerly along the east boundary of the W/2SW/4 of section 14 to the southeast corner of the SW/4NW/4 of Section 14;

Thence easterly along the south boundary of the SE/4NW/4 of section 14 to the southwest corner of the SW/4NE/4 of Section 14;

Thence, continuing easterly, along the south boundary of the SW/4NE/4 of Section 14, to the southeast corner of the SW/4NE/4 of Section 14, the terminal point of this right of way.

TO HAVE AND TO HOLD the same unto the Paul C. Hagenstein and

232311

RECORDED March 18 AD 91 3:00 P.M.
IN BOOK 58 Misc. PAGE 454
FEES $8.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
BY: Carol A. Cheeney, deputy

Bette Ann Hagenstein, husband and wife, and to the survivor of them 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 purposee 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 grantees situate in the County of Sublette and State of Wyoming, described as follows, to-wit:

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

Section 14: W/2SE/4, E/2SW/4; and
Section 22: NE/4NE/4 lying easterly of Wyoming State Highway #191; and
Section 23: N/2 lying easterly of Wyoming State Highway #191.

IN WITNESS WHEREOF, we have hereunto set our hands this 15th day of ~~February,~~ March 1991.

David D. Maytag

Betty A. Maytag

STATE OF ~~COLORADO~~ Wyoming)
) ss
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by David D. Maytag and Betty A. Maytag, husband and wife, this 15 day of ~~February~~ March 1991.

Witness my hand and seal.

Ann 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

State of Wyoming

232332

RECORDED March 20 1991 10:40 AM
IN BOOK 58 Misc PAGE 457
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

OFFICE OF THE

SECRETARY OF STATE

United States of America,
State of Wyoming } ss.

I, KATHY KARPAN, Secretary of State of the State of Wyoming, do hereby certify . . . that ANTELOPE RUN RANCH, INC., a corporation organized under the laws of the State of Wyoming, did on January 25, 1988 file its Aricles of Incorporation.

I FURTHER CERTIFY that on January 24, 1990 Articles of Amendment changing its name to HIGH MOUNTAIN RANCHES, INC., were filed in this office and admitted to record.

I FURTHER CERTIFY that this corporation has filed all annual reports and paid all annual license taxes to date and, accordingly, is in good standing in this state. This certificate is not to be construed as an endorsement, recommendation or notice of approval of the corporation's financial condition or business activities and practices as this information is not available from the records of this office.

THE STATE OF WYOMING · GREAT SEAL

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 NINETEENTH day of MARCH A.D. 19 91

Kathy Karpan
Secretary of State

By Jewell Loutzenhiser

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed between HAROLD REACH and LEDA I. REACH, husband and wife, as Sellers, and ELK RIDGE LODGE, INC., 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 Elk Ridge Lot Division, Sublette County, Wyoming: also described as:

A tract of land in the SE¼SW¼ of Section 26, Township 38 North, Range 110 West of the 6th P.M., Sublette County, Wyoming, being more particularly described as follows:

Beginning at the Northwest corner of the SE¼SW¼ of Section 26;
thence from said point of beginning, S.89°49'45"E., along the North line of the SE¼SW¼, a distance of 1314.82 feet, to the Northeast corner of the SE¼SW¼;
thence, S.01°25'06"W., along the East line of the SE¼SW¼ being also the West line of the Redstone Upper Green River Subdivision, Second Filing, a distance of 776.50 feet:
thence, S.89°55'46"W., a distance of 926.62 feet to a point on the East line of a tract of land owned by Mitchell:
thence, N.25°20'36"W., along the East line of the Mitchell tract, a distance of 862.00 feet to the point of beginning.

The foregoing described tract contains 20.00 acres, more or less.

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.
RESERVING TO the present owner, a right-of-way, for access to U.S. Forest lands, across the foregoing described 20 acres, said right-of-way to be 30 feet in width, the west line of which is the west boundary of the 20 acres.
RESERVING FOR the Mitchell tract, a right-of-way, for ingress and egress, across the foregoing 20 acres, said right-of-way to be 20 feet in width, the South line of which is the South boundary of the 20 acres.

Buyer's address for tax purposes is P.O. Box 705, Pinedale, WY 82941.

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

DATED this 13th day of March, 1991.

232333

RECORDED March 20 1991 10:00 A.M.
IN BOOK 58 Misc. PAGE 458
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

SELLER:

Harold Reach
HAROLD REACH

Leda I. Reach
LEDA I. REACH

DATED this 20th day of March, 1991.

ATTEST:

S E A L

Secretary

BUYER: Elk Ridge Lodge, Inc. a Wyoming corporation:

BY:

ITS: Vice-Pres

458

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum of Agreement** was acknowledged before me by HAROLD REACH and LEDA I. REACH, this 13th day of March, 1991.

WITNESS my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Dec. 12, 1994

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/94

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum of Agreement** was acknowledged before me by ELK RIDGE LODGE, INC., a Wyoming corporation, by Jerry Beach, its (title) Vice-Pres. and attested to and sealed by its Secretary, this 20th day of March, 1991.

WITNESS my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Dec. 12, 1994

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/94

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

AFFIDAVIT OF SURVIVORSHIP

C.R. O'Neil, being of full age and first duly sworn upon oath, depose and say:

1. Under and by virtue of a patent to C. R. O'Neil and Helen J. O'Neil, dated April 2, 1973 and recorded in the office of the County Clerk of Sublette County, Wyoming on April 15, 1974 in Book 4 of Patents on page 97 and under and by virtue of a warranty deed executed by Rives Holcombe, a single man as Grantor unto C. R. O'Neil and Helen J. O'Neil, husband and wife, as tenants by entireties, as Grantees, which deed is dated March 26, 1974, and was recorded in the office of the County Clerk of Sublette County, Wyoming, upon April 15, 1974, in Book 17 of Deeds on Page 57, said C.R. O'Neil and Helen J. O'Neil were the owners as tenants by entireties of an undivided one-half (½) of all minerals excepting coal, oil and gas, in, on and under the following described property, to-wit:

Township 29 North of Range 111 West of the 6th P.M., Sublette County, Wyoming

Section 18: SW¼SE¼ and Tract 59
Section 19: Lot 1, NE¼NW¼, NW¼NE¼

Township 29 North of Range 112 West of the 6th P.M., Sublette County, Wyoming

Section 10: NE¼NW¼SE¼SE¼, N½NE¼SE¼SE¼, excepting that part of the NE¼NW¼SE¼SE¼, more particularly described in Book 26 of Deeds on Page 666 of Records of Sublette County, Wyoming (being a portion of a Warranty Deed to Billy K. McAdams and Carmen M. McAdams recorded September 25, 1986 in Book 26 of Deeds, page 664);
Section 11: N½N½SW¼SW¼, SE¼NE¼SW¼SW¼;
Section 14: NE¼SE¼NE¼, N½NW¼SE¼NE¼, SE¼NW¼SE¼NE¼, N½SE¼SE¼NE¼, SE¼SE¼SE¼NE¼;
Section 24: NE¼NW¼, N½NE¼

2. Said Helen J. O'Neil died at Maricopa County, Arizona, upon April 9, 1990. A certified copy of the certificate of death of said Helen J. O'Neil is attached hereto as Exhibit "A". Helen J. O'Neil who is named as the deceased in said certificate of death, is one and the same person as Helen J. O'Neil, who is named in the deeds hereinabove described.

3. Said C.R. O'Neil and Helen J. O'Neil were married upon September 13, 1956 in Livingston, Montana, and were and remained husband and wife at all times from that date until the death of Helen J. O'Neil upon April 9, 1990.

4. As affiant is informed and believes, the death of said Helen J. O'Neil terminated her right, title and estate in and to said undivided one-half (½) of all minerals excepting coal, oil and gas, in, on and under real property hereinabove described and all

232334

RECORDED March 20 19 91 2:15 P M
IN BOOK 58 Misc. PAGE 460
FEES $ 2.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

460

of the right, title and estate therein is now vested in C.R. O'Neil as surviving tenant by entireties.

DATED MARCH 11, , 1991.

C.R. O'NEIL

Subscribed and sworn to before me by C.R. O'Neil this 11th day of MARCH, 1991.

WITNESS my hand and official seal.

Notary Public
PATRICIA W. JACONETTE

My commission expires:

CERTIFICATION OF VITAL RECORD

296

Exhibit "A"

STATE OF ARIZONA

STATE OF ARIZONA
DEPARTMENT OF HEALTH SERVICES - OFFICE OF VITAL RECORDS
CERTIFICATE OF DEATH

DEATH NO. D 102-

NAME OF DECEASED: A. FIRST: Helen	B. MIDDLE: J.	C. LAST: O'Neil	SEX: 2 Female
DATE OF DEATH: MONTH DAY YEAR: April 9, 1990			
RACE (e.g. White, Black, American Indian, Spanish, Mongolian etc.) SPECIFY: White 4A	WAS DECEDENT OF HISPANIC ORIGIN (SPECIFY YES OR NO): No 4B	IF YES INDICATE MEXICAN, SPANISH, PUERTO RICAN, CUBAN ETC: - 4C	WAS DECEASED EVER IN U.S. ARMED FORCES? (SPECIFY YES OR NO): No 5
PLACE OF DEATH: A. COUNTY: Maricopa 6	B. TOWN OR CITY: Sun City	C. HOSPITAL OR INSTITUTION (IF RESIDENCE, GIVE STREET ADDRESS): Walter O. Boswell Memorial Hosp.	D. ☐ DOA ☐ OP EMER. ☒ IN PATIENT
DATE OF BIRTH: MONTH DAY YEAR: June 6, 1916	AGE (YEARS LAST BIRTHDAY): 73 9A	IF UNDER 1 YEAR: MOS DAYS 9B	IF UNDER 1 DAY: HRS MIN 9C
MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (SPECIFY): Married 9	SURVIVING SPOUSE (IF WIFE, GIVE MAIDEN NAME): Charles R. O'Neil 10		
STATE AND CITY OF BIRTH (If not in USA, name country): Cora, Wyoming	CITIZEN OF WHAT COUNTRY? SPECIFY: U.S.A. 12	SOCIAL SECURITY NO: 520-44-0680	USUAL OCCUPATION (Give kind of work done most of working life, even if retired): housewife 14A
KIND OF BUSINESS OR INDUSTRY: Own Home 14B			
USUAL RESIDENCE: A. STATE: Wyoming 15	B. COUNTY: Sublett	C. TOWN OR CITY: Big Piney	D. ZIP CODE: 83127
HOW LONG IN ARIZONA? 16 5 months	EDUCATION HIGHEST GRADE COMPLETED: ELEMENTARY-SECONDARY (0-12) A. 12	COLLEGE (1-4 or 5+) B.	17
STREET ADDRESS OR R.F.D.: 15E 120 W. Visa	INSIDE CITY LIMITS? (SPECIFY Yes or No): 15F Yes	ON RESERVATION (SPECIFY Yes or No): 15G No	PREVIOUS STATE OF RESIDENCE: 18
FATHER'S NAME: A. FIRST: Perry	B. MIDDLE: W.	C. LAST: Jenkins	MOTHER'S MAIDEN NAME: A. FIRST: Eva B. MIDDLE: C. LAST: Smith
INFORMANT'S SIGNATURE: 21 ▶ Charles R. O'Neil	RELATIONSHIP TO DECEASED: 22 Husband	ADDRESS: STREET NO CITY AND STATE ZIP CODE: 23 120 W Visa, Big Piney, Wyoming 83127	
BURIAL, CREMATION, REMOVAL, OTHER (Specify): 24 Cremation	DATE: 25 4-10-1990	CEMETERY OR CREMATORY NAME/LOCATION: 26 Colonial Crematory - Phoenix, AZ.	EMBALMER'S SIGNATURE: 27A ▶ Not Embalmed
CERT. NO. B. —			
FUNERAL HOME NAME: 28 Heritage Funeral Chapel	STREET ADDRESS: 6830 W Thunderbird Rd,	CITY AND STATE: Peoria, AZ.	FUNERAL DIRECTOR or person acting as such (SIGNATURE): 29A ▶ [signature]
CERT. NO. 3 757			

To be completed by CERTIFYING PHYSICIAN ONLY

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

30 SIGNATURE AND TITLE ▶ [signature] MD

DATE SIGNED (Mo., Day, Year): 31 4/10/90

HOUR OF DEATH: 35 2:38 P.M.

NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or print): 33 Dr R. Rodelas

NAME AND ADDRESS OF CERTIFIER: PHYSICIAN, MEDICAL EXAMINER OR TRIBAL LAW ENFORCEMENT AUTHORITY: 13460 N. 94th, Peoria, Az. 2054

DATE CERTIFIED: APR 12 1990

REGISTRAR'S SIGNATURE: 44 ▶ [signature]

REG. FILE NO: 5781

To be completed by MEDICAL EXAMINER OR TRIBAL LAW ENFORCEMENT AUTHORITY ONLY

ON THE BASIS OF INFORMATION AND INVESTIGATION, IN MY OPINION DEATH OCCURRED AT THE TIME, DATE AND PLACE DUE TO THE CAUSE(S) AND MANNER STATED.

SIGNATURE AND TITLE ▶ 34

DATE SIGNED (Mo., Day, Year): 35

HOUR OF DEATH: 36.

PRONOUNCED DEAD (Mo., Day, Year): 37 ON

PRONOUNCED DEAD (Hour): 38 AT

AUTHORIZED FOR CREMATION (SPECIFY): 40 ☐ Yes ☐ No

MEDICAL EXAMINER'S SIGNATURE: 41 [signature]

REG. DISTRICT: 0701

DATE REC'D. IN STATE OFFICE: 46

CAUSE OF DEATH

PART I

SEQUENTIALLY LIST CONDITIONS, IF ANY, LEADING TO IMMEDIATE CAUSE. ENTER UNDERLYING CAUSE (DISEASE OR INJURY THAT INITIATED EVENTS RESULTING IN DEATH) LAST

A. IMMEDIATE CAUSE FINAL DISEASE OR CONDITION RESULTING IN DEATH: ENTER ONLY ONE CAUSE ON EACH LINE. Acute fulminating Pneumonia

B. DUE TO OR AS A CONSEQUENCE OF: Malignant Ventricular Tachycardia

C. DUE TO OR AS A CONSEQUENCE OF: Ischemic Cardiomyopathy

PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I: Peritonitis, Uremia, Emphysema 48

AUTOPSY (Specify Yes or No): 49 No

WAS CASE REFERRED TO MEDICAL EXAMINER (Specify Yes or No): 50 Yes

MANNER OF DEATH: ☐ NATURAL CAUSES ☐ HOMICIDE ☐ ACCIDENT ☐ PENDING INVESTIGATION ☐ SUICIDE ☐ UNDETERMINED 51

DATE OF INJURY: MO DAY YR HOUR: 52 53 M

INJURY AT WORK? (Specify Yes or No): 54

DESCRIBE HOW INJURY OCCURRED: 55

PLACE OF INJURY (At home, farm, street, factory, office building, etc.) SPECIFY: 56

WHERE LOCATED? STREET ADDRESS CITY OR TOWN STATE: 57

SUPPLEMENTARY ENTRIES

APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH

CERTIFIED COPY OF VITAL RECORDS Apr 12, 1990

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss

This is a true and exact reproduction of the document officially registered and placed on file in the VITAL RECORDS SECTION, DEPARTMENT OF HEALTH SERVICES, PHOENIX, ARIZONA issued under the authority of A.R.S. 36-341, and by direction of

DATE ISSUED

Hani R. Saigh
Chief Deputy County Registrar
Maricopa County Department of Health Services

1450046

MARICOPA COUNTY HEALTH DEPT. PHOENIX, ARIZONA

This copy not valid unless prepared on engraved border displaying county seal in color and impressed with raised seal of issuing agency.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 29th day of January, 1991, between RICHARD MILLER and VIRGINIA MILLER, husband and wife, as Sellers, and WALTER R OSSANNA, a single man, 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:

> The North 90 Feet of Lot Forty (40), Cooley Third 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 81, Bondurant, WY 82922.

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

DATED this 29th day of January, 1991.

232353

RECORDED March 21 1991 3:00 P.M.
IN BOOK 58 Misc. PAGE 463
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Jean Riley

SELLERS:

Richard S Miller
RICHARD MILLER

Virginia Miller
VIRGINIA MILLER

DATED this 6th day of March, 1991.

BUYER:

Walter R Ossanna
WALTER OSSANNA
R.

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Memorandum Of Agreement was acknowledged before me by RICHARD MILLER and VIRGINIA MILLER, this 22nd day of January, 1991.

WITNESS my hand and official seal.

Don Tegeler
NOTARY PUBLIC

My Commission Expires:

DON TEGELER Notary Public
County of Sublette State of Wyoming
Commission Expires Dec. 3 19 94

STATE OF [redacted])
) ss.
COUNTY OF [redacted])

The foregoing **Memorandum Of Agreement** was acknowledged before me by WALTER ROSSANNA, this [redacted] day of [redacted], 19[redacted].

WITNESS my hand and official seal.

DON TEGELER
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Dec. 13, 1994

My Commission Expires:

Don Tegeler
NOTARY PUBLIC

RELEASE FROM JUDGMENT LIEN

WHEREAS, EDYTHE J. SEA is the Plaintiff in Civil Action #5127, filed September 28, 1990 in the Ninth Judicial District, Sublette County, Wyoming; and,

WHEREAS, VIRGINIA MILLER is named as a Defendant in said action; and,

WHEREAS, said action concerns the location of and certain rights in an irrigation ditch located in part on the lands of EDYTHE J. SEA; and,

WHEREAS, there is not intention on the part of EDYTHE J. SEA to adversely effect the real property of VIRGINIA MILLER or to have any judgment lien attach to said real property;

NOW THEREFORE, IN EXCHANGE FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED:

EDYTHE J. SEA does hereby covenant and agree that no lien, encumberance or charge shall attach to the real property of VIRGINIA MILLER hereinafter described and does hereby waive and release said real property from any liens, judgment, encumberance or charge which may arise out of the civil action set out above. The real property to which the Release applies, is described as follows:

> The North 90 Feet of Lot Forty (40), Cooley Third 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;

DATED this 28th day of January, 1991.

Edythe J. Sea
EDYTHE J. SEA

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Release From Judgment Lien** was acknowledged before me by EDYTHE J. SEA, this 28th day of January, 1991.

Witness my hand and official seal.

Peggy Ewen
NOTARY PUBLIC

My Commission Expires:

My Commission expires April 1st, 1991

232354

RECORDED March 21 19 91 3:00 P M
IN BOOK 58 Misc. PAGE 465
FEES $ 4.00 Peggy L. Lenford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Marie Riley

CERTIFICATE

I, Giuliana M. Danon, Assistant Secretary of Washington Energy Exploration, Inc., a corporation organized and existing under the laws of the State of Washington, do hereby certify that the attached Certificate of Amendment of Articles of Amendment is a true and correct copy of the Certificate of Amendment of the Articles of Amendment filed in the Secretary of State of the State of Washington's office on February 26, 1991.

IN WITNESS WHEREOF, I have hereunto set my hand and a seal of said corporation this 6th day of March, 1991.

WASHINGTON ENERGY EXPLORATION, INC. CORPORATE SEAL 1973

Giuliana M. Danon
Assistant Secretary
Washington Energy Exploration, Inc.

On this 6th day of March, 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Giuliana M. Danon to me known to be the Vice President and Assistant Secretary of Washington Energy Exploration, Inc. the corporation that executed the foregoing instrument, and acknowledged the 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 she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

MARILYNN M. DANBY NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES AUG. 9, 1993

Marilynn M Danby
Notary Public in and for the State of Washington, residing at Tacoma.
My commission expires: 8-9-93

232374

RECORDED March 25 19 91 10:00 A M
IN BOOK 58 Misc. PAGE 466
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE of WASHINGTON SECRETARY of STATE

I, Ralph Munro, Secretary of State of the State of Washington and custodian of its seal, hereby certify that the attached is a true and correct copy of

ARTICLES OF AMENDMENT

of

THERMAL EXPLORATION, INC.
changing name to
WASHINGTON ENERGY EXPLORATION, INC.

as filed in this office on February 26, 1991

Date: February 27, 1991
Given under my hand and the seal of the State of Washington, at Olympia, the State Capitol.

Ralph Munro, Secretary of State

T. Michael

ssf6c

FILED
STATE OF WASHINGTON

FEB 26 1991

RALPH MUNRO
SECRETARY OF STATE

ARTICLES OF AMENDMENT

Pursuant to RCW 23B.10.060 of the Washington Business Corporation Act, the undersigned corporation hereby submits the following amendment to the corporation's Articles of Incorporation.

1. The name of the corporation is Thermal Exploration, Inc.

2. The text of the amendment to Article I as adopted is as follows:

"The name of the corporation is Washington Energy Exploration, Inc."

3. The date of adoption of the amendment was February, 22, 1991.

4. The amendment was adopted by the Board of Directors; shareholder action was not required.

5. These Articles of Amendment will be effective upon filing.

DATED: February 22, 1991.

THERMAL EXPLORATION, INC.

By: _____
Timothy J. Hogan
Its Vice President-Legal and Secretary

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 5th day of March, 1991, between BRUCE K. JOHNSON and MARY ROWLAND, as Sellers, and CHARLES R. WENZ and LESLEY D. WENZ, 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 Seven (7), Block Fourteen (14), C. P. MacGlashan's First Addition to the Town of Big Piney, Sublette County, Wyoming, as the same appears on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;
>
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in the United States patents or of record, 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 1122, Big Piney, WY 83113.

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

DATED this 15th day of March, 1991.

232387

SELLERS:

Bruce K. Johnson
BRUCE K. JOHNSON

Mary Rowland
MARY ROWLAND

RECORDED March 25 1991 10:45AM
IN BOOK 58 Misc. PAGE 469
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jan Riley

DATED this 7th day of March, 1991.

BUYERS:

Charles R. Wenz
CHARLES R. WENZ

Lesley D. Wenz
LESLEY D. WENZ

STATE OF Oregon)
) ss.
COUNTY OF Union)

The foregoing **Memorandum of Agreement** was acknowledged before me by BRUCE K. JOHNSON and MARY ROWLAND, this 15th day of March, 1991.

WITNESS my hand and official seal.

Beverly A. Ledridge
NOTARY PUBLIC

BEVERLY A. LEDRIDGE
NOTARY PUBLIC - OREGON
My Commission Expires 6-14-93

My Commission Expires:

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by CHARLES R. WENZ and LESLEY D. WENZ, this 7th day of March, 1991.

WITNESS my hand and official seal.

[illegible] NOTARY PUBLIC
[illegible] Sublette
[illegible] Wyoming
[illegible] Expires 10/13/93

Barbara Henry
NOTARY PUBLIC

My Commission Expires:
10/13/93

Form E-53
Rev. 6/90

232389

Wyoming State Highway Department

MATERIALS AGREEMENT

RECORDED Mar. 25 1991 at 8:45 AM
IN BOOK 58 Misc. PAGE 471
FEES $ Mary L. Lockard COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Lockard

Project No. 013-2(57)
Road Designation Pinedale West
County Sublette

THIS AGREEMENT, made and entered into this 5 day of March, 19 91, by and between Barber Creek Estates c/o Melvin McLoughlin, Box 3, Daniel, Wy. 83115, (Landowner's name and address) hereinafter referred to as "Landowner", and the Wyoming State Highway Department, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Landowner is the owner of the following described land, to wit: N½SE¼ and S½NE¼, Section 29, Township 32 North, Range 109 West

which land the Department believes to contain stone, gravel, sand or soil of a quantity and quality desirable for use by the Department in construction and maintenance of highway projects; and,

WHEREAS, the Department is desirous of obtaining the right to go upon said land to dig, drill, extract, search, explore and otherwise test said material for highway purposes; and,

WHEREAS, the Department is also desirous of obtaining the right to go upon said land and to take therfrom said stone, sand, gravel, or soil for the purpose herein stted; and,

WHEREAS, the Landowner is agreeable to granting the Department the exclusive right and privilege to enter upon said land for the hereinabove stated purposes.

IT IS FURTHER AGREED that if, in the opinion of the Department, satisfactory and acceptable material is located on the Landowner's property, said Landowner does hereby sell to said Department all of the sand, stone, gravel, or soil which said Department may remove from said parcel of land from the date hereof until the date of December 31, 19 93, at the price of (A) cents per ton, or (A) cents per cubic yard, giving and granting the Department the right to enter upon said parcel of land for the removal of said materials and to erect or construct thereon such machinery and equipment as in the judgment of the Department is necessary and proper to extract and remove from the said land and/or process the material herein purchased, the number of tons or cubic yards to be determined according to methods prescribed in the current edition of Specifications for Road and Bridge Construction, adopted by the State Highway Commission and the further right to enter upon said parcel of land to remove any such equipment, machinery, or structures placed thereon by the Department.

THIS AGREEMENT is for removal of material for use on highway projects and maintenance only and removal by any other persons including the Department's contractor or contractors for any purpose other than as herein provided, shall be under a separate agreement with the Landowner and only with prior written approval of the Department.

(A) At the price of 30.5 cents per ton, or 45.75 cents per cubic yard for surface damages.

IT IS FURTHER AGREED by and between the parties hereto, that the Department and its agents or assigns shall have the right to haul material taken from said parcel of land, across any land owned by the Landowner, on routes mutually agreeable to the parties hereto.

IT IS ALSO AGREED that the Landowner gives the Department the option to extend this Agreement for an additional year upon the same terms and conditions as herein set forth. The Department will exercise this option by notifying the Landowner in writing of its intention to do so prior to the termination of this Agreement.

IT IS FURTHER AGREED that any contractor operating under any agreement or contract with the Department that will extract and remove said material is acting as the agent of the Department and is subject to all rights and responsibilities of the Department under this Agreement, and will be permitted to use said parcel of land to stockpile and/or properly process said material for highway purposes. Compensation for such right shall be $0.00 and in addition to any right and other consideration stated herein.

IT IS FURTHER AGREED that under this Agreement the Department is the owner of the stone, gravel, sand, or soil so removed even if the contractor of the Department removes same as an agent of the Department.

ADDITIONAL CONDITIONS:

1. The premises will be left in a neat condition with backslopes no steeper than 3 to 1.

2. Under the word "process" used hereinabove, it is contemplated that there may be cases wherein controlled emission of smoke, fumes, dust and odors will result. In such event, the Department and its agents or assigns will control said emission and odors as required and in conformity with the existing State and Federal anti-pollution laws.

IT IS DEFINITELY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT THE DEPARTMENT IN NO WAY GUARANTEES OR ASSURES THE LANDOWNER THAT ANY MATERIAL, WHETHER DESIRABLE OR NOT, WILL BE REMOVED IN MEASURABLE QUANTITIES FROM SAID PREMISES; THAT ROYALTY PAYMENT TO THE LANDOWNER WILL BE MADE ONLY IF MATERIAL IS ACTUALLY REMOVED IN MEASURABLE QUANTITIES.

This Agreement shall be binding on the parties' successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first hereinabove written.

WYOMING STATE HIGHWAY DEPARTMENT

By _____
District Engineer

_____
Landowner(s)
(Corporate Seal Required if Applicable)

STATE OF Wyoming
ss.:
COUNTY OF Sublette

83-0273014
Tax I.D./Social Security

The forgoing instrument was acknowledged before me by Melvin McLoughlin, Cathy Cheeney, this 8 day of March, 19 91.

Witness my hand and official seal.

LAWRENCE W. KOEFTLI NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires October 18, 1992

_____
Notary Public

My commission expires: October 18, 1992

NORTHWEST PIPELINE CORPORATION

RIGHT-OF-WAY AND EASEMENT

FORM NWP 1960 (6-89)

232392

RECORDED March 25 1991 1:45 PM
IN BOOK 58 Misc. PAGE 474
FEES $10.00 Mary L. Lou Kford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF WYOMING)
: ss.
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, P.O. Box 58900, Salt Lake City, Utah 84158-0900, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, an exclusive right-of-way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect and operate a pipeline with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, roads and communication cable (said pipeline, appurtenances, valves, metering equipment, cathodic equipment, communication cable and roads being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by Grantee, through and over the said land on a right-of-way Sixty (60) feet in width being Forty (40) feet on the Northwesterly side and Twenty (20) feet on the Southeasterly side of the centerline of the first pipeline constructed hereunder, situated in Sublette County, State of Wyoming described below:

Subdivision	Section	Township	Range	B & M
SW¼NW¼, SE¼NW¼	34	27 North	113 West	6th P.M.

more particularly described on Exhibit "A", attached hereto and made a part hereof.

This right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right-of-way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing, protecting and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate, protect and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this gra. t, 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 shall compensate the Grantor for all actual damages to Grantor's growing crops, pasture, fences, livestock and other real or personal property improvements caused by the construction, maintenance, repair, replacement or removal of the pipeline and appurtenant facilities. Grantee shall compensate the Grantor for all damages to Grantor's timber caused by the initial construction of the facilities; thereafter, Grantee shall have the right to cut and keep clear without payment of damages all trees, brush and other obstructions that may in the Grantee's opinion endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said pipeline and appurtenant facilities.

Grantee further agrees that within a reasonable time following the completion of construction, Grantee shall restore said right-of-way to a condition equal to or better than that which existed prior to construction to the extent practicable. Restoration shall include, where necessary, final grading, reseeding and installation of erosion control structures.

Grantor reserves the right to use and enjoy said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder, or disturb its facilities and no road, reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained on, over, along or within said right-of-way without Grantee's prior written consent. Grantee shall, during initial construction in cultivated lands, bury said pipeline below ordinary cultivation depth.

For the same consideration, Grantor grants to the Grantee the right to construct, maintain and operate on said right-of-way, an additional pipeline or pipelines and appurtenances thereto, and in the event Grantee exercises this right, Grantee shall pay Grantor the sum of $2.00 per lineal rod for each additional pipeline constructed, as well as for actual damages caused by Grantee to Grantor's growing crops, pasture, fences, livestock and other personal or real property improvements; and Grantee shall in such case have the same rights with respect to such additional facilities as are hereby granted with respect to the original facilities to be constructed.

This Right-of-Way and Easement is also subject to Exhibit "B", attached hereto and made a part hereof.

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.

WITNESS THE EXECUTION HEREOF THE 12th DAY OF February, 19 91

By _____
Witness to Signature(s)

GRANTOR(S)

R. R. Snyder
Attorney-in-Fact for Texaco Inc.

Project Name Texaco - LaBarge Unit #12 Well Pipeline

Land No. 578

REGISTER NO. 2600

NORTHWEST PIPELINE CORPORATION
Sherri Haden, M.S. 10362
P.O. Box 58900
Salt Lake City, UT 84158-0900

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO

COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 12th day of February, 1991 by R. R. O'Dwyer, as Attorney-in-Fact of Texaco Inc., a corporation.

Witness my hand and official seal.

Janice L. Brown

Notary Public in and for
Denver County, State of Colorado

My Commission expires:
2-1-94

JANICE L. BROWN NOTARY PUBLIC STATE OF COLORADO

Exhibit "A"

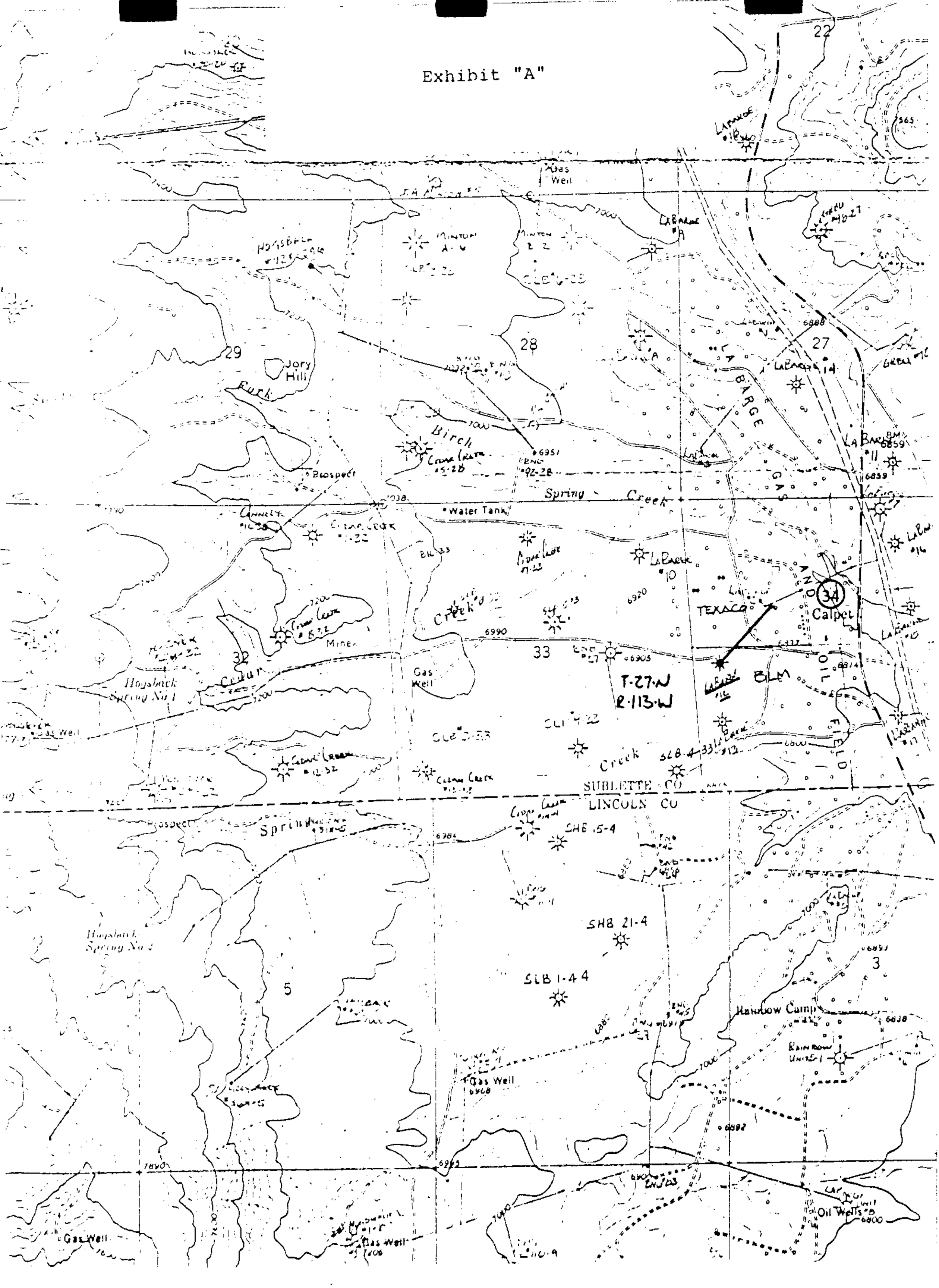

22
LaBarge
Atlas Well
LaBarge
Minton A-6
Minton B-2
CLE 6-28
Hogsback #12-34
Jory Hill
Fork
Birch Creek 15-28
6951
BNG 92-28
Bluespot
Connely #16-28
Crow Creek #1-22
Water Tank
Spring Creek
LaBarge #10
LaBarge #14
BARGE CANAL
LaBarge BM 6859 #11
6859
LaBarge #16
27
28
29
32
33
34
TEXACO
Calpet
Crow Creek #8-32
Mine
Hogsback Spring No 1
Gas Well
T-27-N
R-113-W
LaBarge #15
LaBarge BLM
CLE 4-22
CLE 5-33
Crow Creek #16-32
Crow Creek
SUBLETTE CO
LINCOLN CO
SHB 15-4
SHB 21-4
SLB 1-44
Hogsback Spring No 2
5
3
Rainbow Camp
Rainbow Unit #1
Gas Well
6908
6992
Oil Wells
6800
Gas Well
Gas Well
7000

Exhibit "B"

Grantee agrees to indemnify and hold Grantor harmless from and against all liability or claims thereof for loss of or damage to property (to whomever belonging) or injury to or death of any person proximately caused in whole or in part by any negligence of Grantee or its contractors, or by any acts for which Grantee or its contractors are liable without fault, in the exercise of the rights herein granted; save and except in those instances where such loss or damage or injury or death is proximately caused by the sole active negligence of Grantor or its contractors or affiliates or by any acts for which Grantor or its contractors or affiliates are liable without fault.

232407

AFFIDAVIT OF SURVIVORSHIP

RECORDED March 26 1991 3:00 P M
IN BOOK 58 Misc. PAGE 478
FEES $10.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Kelly

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN MATEO)

CARL G. BROWN, JR., being first duly sworn, states as follows:

1. Affiant is a successor in interest of WILLIAM J. PAPE and ROSE NANCY PAPE, both deceased, and, therefore, has an interest in the real property which is the subject matter of this Affidavit;

2. Affiant states that WILLIAM J. PAPE died at Pinedale, Sublette County, Wyoming, on the 13th day of October, 1986, the facts of said death more fully appearing on the Certificate of Death, duly certified by the Deputy State Registrar of Wyoming Vital Records Services, attached hereto and by this reference incorporated herein;

3. Affiant states that ROSE NANCY PAPE died at Jackson, Teton County, Wyoming, on the 5th day of June, 1974, the facts of said death more fully appearing on the Certificate of Death, duly certified by the Deputy State Registrar of Wyoming Vital Records Services, attached hereto and by this reference incorporated herein;

4. During the lifetime of WILLIAM J. PAPE and ROSE NANCY PAPE, husband and wife, they acquired certain real property by Decree of Distribution from the estate of Fred H. Pape, which Decree was dated January 15, 1951, and recorded in the office of the County Clerk of Sublette County, Wyoming, on January 15, 1951, in Book 12 of Miscellaneous, Page 91; and by Warranty Deed, which deed was dated April 23, 1951, and recorded in said office on April 23, 1951, in Book 6 of Deeds, Page 326, which property is more particularly described as follows:

TOWNSHIP 34 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING:

Sec. 5: S½S½
Sec. 6: SE¼SE¼
Sec. 7: E½, SE¼NW¼, E½SW¼
Sec. 8: N½, SW¼, NW¼SE¼
Sec. 17: W½W½
Sec. 18: E½, E½W½
Sec. 19: W½NE¼, E½NW¼

5. The above-named decedents conveyed said property to PETER B. MEAD, MARY H. MEAD, and CLIFFORD P. HANSEN and MARTHA C. HANSEN by Warranty Deed dated April 25, 1973, and recorded in said office on April 25, 1973, in Book 16 of Deeds, Page 291, which deed reserved unto Grantors a life estate in one-half (½) of Grantors' mineral interests in and to said property;

6. PETER B. MEAD conveyed his interest in said property to CLIFFORD P. HANSEN and MARTHA C. HANSEN by Quitclaim Deed dated October 23, 1987, and recorded in said office on October 27, 1987, in Book 8 of Quitclaim Deeds, Page 465;

7. MARY H. MEAD, CLIFFORD P. HANSEN and MARTHA C. HANSEN conveyed said property to the Affiant, CARL G. BROWN, JR., by Warranty Deed dated September 12, 1989, and recorded in said office on September 22, 1989, in Book 29 of Deeds, Page 381;

8. This Affidavit is filed for the purpose of establishing the fact of the death of said WILLIAM J. PAPE and ROSE NANCY PAPE, who were the owners of a life estate in certain mineral interests in the above-described property, and to make an official record of the termination of the interests of WILLIAM J. PAPE and ROSE NANCY PAPE in and to said minerals and the vesting of the same in CARL G. BROWN, JR., all pursuant to the provisions of W.S. § 2-9-102.

DATED this 19th day of March, 1991.

CARL G. BROWN, JR.

SUBSCRIBED AND SWORN to before me by CARL G. BROWN, JR., this 19th day of March, 1991.
WITNESS my hand and official seal.

Notary Public

My Commission expires:

THIS IS TO CERTIFY that this reproduction is a true copy of a record on file in Wyoming Vital Records Services, Cheyenne, Wyoming.

This copy is not valid unless it bears a raised seal and the signature of the Deputy State Registrar is in red.

Date Issued _____ _____ Deputy State Registrar

STATE OF WYOMING
DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

1974 1435

Rose Nancy Pape | Female | June 5,1974

White | 71 | Feb.17,1903 | Teton

Jackson | Yes | St. Johns Hospital

Wyoming | U.S.A. | Married | William Pape

[redacted]-42-2527 | Housewife | Homemaking

Sublett | Daniel | NO | P.O.Box 1

Edward L. Stevenson | Evelyn L. Hills

[illegible] Jan Pape | P.O. Box 1 Daniel, Wyoming

DEATH WAS CAUSED BY

a. ACUTE MYOCARDIAL INFARCT — 1½ hr

b. SEVERE CORONARY ATHEROSCLEROTIC DISEASE — Unknown

c.

d.

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

DIABETES MELLITUS

AUTOPSY (YES OR NO): YES

IF YES WERE FINDINGS CONSIDERED IN DETERMINING CAUSE OF DEATH: YES

ACCIDENT, SUICIDE, HOMICIDE OR UNDETERMINED (SPECIFY)

DATE OF INJURY (MONTH, DAY, YEAR)

HOUR

HOW INJURY OCCURRED (ENTER NATURE OF INJURY IN PART I OR PART II, ITEM 18.)

INJURY AT WORK (YES OR NO)

PLACE OF INJURY (HOME, FARM, STREET, FACTORY, OFFICE BLDG., ETC. — SPECIFY)

LOCATION (STREET OR R.F.D. NO., CITY OR TOWN, STATE)

DATE OF ONSET (MONTH, DAY, YEAR): 6-2-74

DATE LAST SAW ALIVE (MONTH, DAY, YEAR): 6-5-74

AND DATE SAW NOT ALIVE (MONTH, DAY, YEAR): 6-5-74

DID DID NOT VIEW THE DEATH: DID

HOUR OF DEATH: 11 AM

I HEREBY CERTIFY THAT I ATTENDED THE DECEDENT FROM THE DATE AND TO THE HOUR STATED ABOVE AND THAT DEATH OCCURRED AT THE TIME, DATE AND PLACE AND DUE TO THE CAUSE(S) STATED.

SIGNATURE, TYPE OR PRINT NAME AND DEGREE OR TITLE: [illegible] MD

DATE SIGNED (MONTH, DAY, YEAR): 6-24-74

MAILING ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP): [illegible] JACKSON WYO 83001

CERTIFICATION — MEDICAL EXAMINER OR CORONER: ON THE BASIS OF MY EXAMINATION OF THE BODY AND OR THE INVESTIGATION IN MY JURISDICTION, DEATH OCCURRED ON THE DATE AND DUE TO THE CAUSE(S) STATED.

SIGNATURE, TYPE OR PRINT NAME AND DEGREE OR TITLE: [illegible] MD

DATE SIGNED (MONTH, DAY, YEAR): 6-24-74

MAILING ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP): [illegible] JACKSON WYO 83001

PLACE OF DISPOSITION (CEMETERY OR CREMATORY — NAME): [illegible]

LOCATION (CITY OR TOWN, STATE): [illegible], Wyoming

DATE: June 9, 1974

FUNERAL HOME — NAME AND ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP): Valley Mortuary Box 1129 Jackson Wyo 83001

REGISTRAR (SIGNATURE): [illegible] Deputy

DATE RECEIVED BY LOCAL REGISTRAR: 6-24-74

THIS IS TO CERTIFY that this . .oduction is a true copy of a record on file in Wyoming Vital Records Services, Cheyenne, Wyoming.

This copy is not valid unless it bears a raised seal and the signature of the Deputy State Registrar is in red.

Date Issued SEP 4 1991

VITAL RECORDS SERVICES SEAL WYOMING

Deputy State Registrar

STATE OF WYOMING

DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH 86-002514

02486

1 WILLIAM J. PAPE 2 Male 3 OCTOBER 13, 1886

4a WHITE 4b GLENN/ENGLISH 5a 85 5b 5c 5d May 20, 1901

6 SUBLETTE CO. 7a MEMENTO CENTER 7b DUBOIS 7c PINEDALE 7d WYOMING

8 KANSAS 9 U.S.A. 10 FARMER 11 12 MD

13 520-42-2528 14a RANCHER 14b CATTLE

15a WYOMING 15b SUBLETTE 15c PINEDALE 15d 333 N. BROOKS AVE 15e YES

16 FREDRICK H. PAPE 17 LENA JOHNSON

18a HELEN WELTZIEN 18b BOX 422 PINEDALE WYO. 82941

19a CORAL 19b OCT. 16, 1986 19c PINEDALE 19d PINEDALE WYOMING

20a Helen Weltzien 20b HUDSON'S FUNERAL HOME 115 20c 115 N. BROOKS AVE. PINEDALE

To be Completed by CERTIFYING PHYSICIAN Only

21a W.F. Meyer CORONER

21b OCTOBER, 15, 1986 21c 6:10 P. M

21d WILLIAM T. CLOSE

22a W F Meyer CORONER

22b OCTOBER, 15, 1986 22c 6:10 P. M

22d ON OCTOBER, 15, 1986 22e AT 9:55 P. M

23 W.F. MEYER, CORONER

24a J William T Close

24b OCTOBER, 15, 1986

25 PART I RESPIRATORY FAILURE

C.O.P.D.

MINUTES

20-YRS

PART II

28a 28b. 28c 28d

28e 28f 28g

OPTION TO PURCHASE REAL ESTATE

RECEIVED OF WILLARD 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:

Township 35 North, Range 110 West of the 6th P.M., Sublette County, Wyoming:
Section 13: SE¼SW¼NE¼,
NE¼SW¼NE¼

This Option is given by DOUG VICKREY, LYNDA VICKREY and MIKE 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, which is partly located in Township 35 North, Range 109 West of the 6th P.M., Sublette County, Wyoming:

Section 7: S½SE¼, S3/4SW¼
Section 18: N½, SW¼
Section 13: E½E½

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, his heirs or assigns, a good and sufficient Special 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 15th day of March, 1991.

SELLERS:

Doug Vickrey
DOUG VICKREY

Lynda Vickrey
LYNDA VICKREY

Mike Vickrey
MIKE VICKREY

232426

RECORDED March 28 1991 3:15 P M
IN BOOK 58 Misc. PAGE 482
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

Acknowledged before me by DOUG VICKREY, LYNDA VICKREY and MIKE VICKREY this 15th day of March, 1991.
Witness my hand and official seal.

VAN GRAHAM - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Dec. 15, 1993

Notary Public

MEMORANDUM OF CONTRACT FOR DEED

This agreement, made and entered into, by and between Jim Bridger Development, Inc., Seller, and Brent E. and Lisa F. Swank, Buyers.

WITNESSETH:

WHEREAS Seller has entered into agreement with the Buyers, dated July 10, 1990, for the purchase of certain real property described as:

Lot No. 3, 2nd Filing, Jim Bridger Estates Subdivision, as shown on the official plat recorded at the Sublette County Courthouse, Sublette County, Pinedale, Wyoming.

It is understood and agreed as follows:

Pursuant to the Contract for Deed, dated July 10, 1990, the Seller will issue to Brent E. and Lisa F. Swank, a Warranty Deed to the above described property, upon receipt of all payments required under the Contract for Deed. This Memorandum is also binding upon any and all successors in interest.

SELLER:
Jim Bridger Development, Inc.

Elvin L. Booth
Elvin L. Booth president

232430

RECORDED March 28 AT 9 4:00 P M
IN BOOK 58 MISC. PAGE 483
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF WYOMING)
) ss:
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Elvin L. Booth, this 28th day of March, 1991.

Anita B McMackin
notary public

My commission expires: 9-18-1994

ANITA B. McMACKIN-Notary Public
County Of Natrona State Of Wy
My Commission Expires Sept. 18, 1994

MEMORANDUM OF CONTRACT FOR DEED

This agreement, made and entered into, by and between E. J. ESTATES, Inc. Seller, and William V. and Linda M. CLARE, Buyers.

WITNESSETH:

WHEREAS Seller has entered into agreement with the buyer, dated August 25, 1990, for the purchase of certain real property described as:

Lot No. 9, 7th Filing, Jim Bridger Estates, Subdivision, as shown on the official plat recorded at the Sublette County Courthouse, Sublette County, Pinedale, Wyoming.

It is understood and agreed as follows:

Pursuant to the Contract for Deed, dated August 25, 1990, the Seller will issue to William V. and Linda M. Clare a Warranty Deed to the above described property, upon receipt of all payments required under the Contract for Deed.

232431

RECORDED March 28 19 91 4:00 PM
IN BOOK 58 Misc. PAGE 484
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

SELLER:
E. J. ESTATES, Inc.

By: Rance L. Booth
Rance L. Booth - president

BUYER:

William V. Clare
William V. Clare

Linda M. Clare
Linda M. Clare

STATE OF WYOMING)
) SS:
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Rance L. Booth, this 28 day of February, 1991.

Witness my hand and official Seal

Julie Dawn Schreibvogel
notary public

My commission expires:

Julie Dawn Schreibvogel-Notary Public
County Of Natrona — State Of Wyoming
My Commission Expires July 26, 1994

STATE OF WYOMING)
) SS:
COUNTY OF ~~XXXXXXXXXX~~ UINTA)

The foregoing instrument was acknowledged before me by William V. and Linda M. Clare, Buyers, this 4th day of March, 1991.

Witness my hand and official seal

Olive Taylor
notary public

My commission expires:
January 15, 1995

AFFIDAVIT FOR COLLECTION AND DISTRIBUTION OF DECEDENT'S PERSONAL PROPERTY PURSUANT TO W.S. § 2-1-201

I, PAUL M. PEARSON, surviving spouse, 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 as distributee of the estate of SHARRON R. PEARSON, as hereinafter set forth, and that I make the following statements in connection therewith:

1. SHARRON R. PEARSON became deceased on the 2nd day of March, 1991, and was a resident of Sublette County, Wyoming, at the time of her death.

2. Decedent died intestate, leaving as her sole heirs at law her spouse, PAUL M. PEARSON, and her son, P. THOMAS PEARSON.

3. P. THOMAS PEARSON, by disclaimer duly executed in accordance with the law, has disclaimed any and all right, title, and interest in and to the estate of decedent, leaving PAUL M. PEARSON, surviving spouse, as the sole and only party entitled to the estate of 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. PAUL M. PEARSON, surviving spouse of decedent, is the sole and only party entitled to the personal property of decedent based upon the disclaimer by decedent's child, 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, PAUL M. PEARSON is entitled to payment or delivery of all of decedent's personal property.

8. 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).

DATED this 2nd day of April, 1991.

Paul M. Pearson
PAUL M. PEARSON

PEGGY E. WEBER NOTARY PUBLIC STATE OF WYOMING SUBLETTE COUNTY, WYOMING

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was SUBSCRIBED AND SWORN to before me by PAUL M. PEARSON this 2nd day of April, 1991.

WITNESS my hand and official seal.

My Commission expires April 13, 1991

Peggy E. Weber
Notary Public

232455

RECORDED April 2 1991 11:01 AM
IN BOOK 58 Misc. PAGE 485
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Jean Riley

SALT LAKE CITY - COUNTY HEALTH DEPARTMENT

DIVISION OF VITAL STATISTICS

STATE OF UTAH - DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 18-828 — STATE FILE NUMBER

DECEDENT

1. NAME OF DECEDENT: FIRST SHARRON — MIDDLE R. — LAST PEARSON
2. SEX: Female
3a. DATE OF DEATH (Mo. Day, Yr.): March 2, 1991
3b. TIME OF DEATH (24 hr. clock): 1800
4. DATE OF BIRTH (Mo. Day, Yr.): FEB. 10, 1936
5. AGE (Last Birthday) (Years): 55
If UNDER 1 YEAR: Months / Days / HOURS / MINUTES
6. BIRTHPLACE (City & State or Foreign Country): Laramie, Wyomine
7. SOC. SEC. RIT. NUMBER: 520-38-5454
8a. PLACE OF DEATH (Check only one): HOSPITAL — ☒ Inpatient ☐ ER Outpatient ☐ DOA — OTHER — ☐ Nursing Home ☐ Residence ☐ Other
8b. NAME OF HOSPITAL, NURSING HOME OR OTHER FACILITY (If not in hospital give street address or location): University Hospital
8c. COUNTY OF DEATH: Salt Lake
9. CITY, TOWN OF LOCATION OF DEATH: Salt Lake City
9. SURVIVING SPOUSE (If wife, give maiden name): Paul Pearson
10. WAS DECEDENT EVER IN U.S. ARMED FORCES? ☐ Yes ☒ No
11. MARITAL STATUS: ☐ Never Married ☒ Married ☐ Divorced ☐ Widowed
12a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do NOT use retired): Teacher and School Business Manager
12b. KIND OF BUSINESS OR INDUSTRY: Education
12c. STATE: Wyoming
12c. COUNTY: Sublette
13a. RESIDENCE: STREET AND NUMBER: 12951 Highway 189
13b. CITY, TOWN OR COMMUNITY: Daniel
13e. INSIDE CITY LIMITS? ☒ Yes ☐ No
13f. ZIP CODE: 83115
14. WAS DECEDENT OF HISPANIC ORIGIN? ☐ Yes ☒ No (If yes, specify) ☐ Mexican ☐ Cuban ☐ Puerto Rican ☐ Other (Specify)
15. RACE (Black, White, American Indian, Japanese, etc. If Indian, tribe may be entered. Specify): Caucasian
16. EDUCATION (Specify only highest grade completed. Elementary or Secondary (0-12), College (13-16 or 17+)): 16

PARENTS

17. FATHER'S NAME (First, Middle, Last): Ralph Wright
18. MAIDEN NAME OF MOTHER (First, Middle, Last): Ruby M. Cummins

INFORMANT

19. NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT: Paul Pearson (husband) / Box 166 / Daniel, Wyomine 83115

DISPOSITION

20. METHOD OF DISPOSITION: ☐ Entombment ☐ Donation ☐ Other ☒ Burial ☐ Cremation ☐ Removal
21a. DATE OF DISPOSITION: MAR. 6, 1991
21b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): Pinedale Cemetery
21c. LOCATION (City or Town, State): Sublette County - Pinedale, Wyoming
22. SIGNATURE OF FUNERAL SERVICE LICENSEE: [signature]
23. LICENSEE NUMBER: 353
24. FUNERAL HOME (Name, address and license number): Hudson's Funeral Home, P.O. Box 236, Pinedale, Wyoming 82941

CERTIFIER

25. DATE DECEASED WAS LAST ATTENDED BY CERTIFYING PHYSICIAN: March 2, 1991
26. If not certified by medical examiner, was death reported to M.E.? ☐ Yes ☒ No (If yes, enter the date and hour reported, M.E. Case No.)
27a. CERTIFIER: ☒ 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. LICENSE NUMBER: 5159
27c. DATE SIGNED (Mo. Day Yr.): March 4, 1991
27d. SIGNATURE AND TITLE OF CERTIFIER: [signature]
28. NAME AND ADDRESS OF PERSON WHO CERTIFIED THE CAUSE OF DEATH (ITEM 31) (Type print): Edward Nelson, M.D., 50 North Medical Drive, Salt Lake City, Utah 84132

REGISTRAR

29. REGISTRAR'S SIGNATURE: [signature]
30. DATE RECEIVED BY LOCAL REGISTRAR (Mo. Day Yr.): March 3, 1991 / March 8, 1991

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.

		Approximate Interval Between Onset And Death
IMMEDIATE CAUSE (Final disease or condition resulting in death) a.	Overwhelming Sepsis	~ 2wks
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: Pneumocystis Pneumonia	~ 2wks
c.	DUE TO, OR AS A CONSEQUENCE OF: Chronic renal failure	7 years
d.	DUE TO, OR AS A CONSEQUENCE OF:	

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 MAR 11 1991

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

Mary Lue J. Mackay
DEPUTY REGISTRAR

SALT LAKE COUNTY

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

DEED GRANTING EASEMENT

J. Scott Miller and Rene M. Miller, husband and wife, Grantors, of 9415 Mt. Israel Road, City of Escondido, County of San Diego, State of California 92025, owners of land described as NW¼NE¼ Section 21, T36N, R114W, Sublette County, Wyoming, in consideration of $10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to Leo Everett Benson and Rosemary Benson, husband and wife, of 2427 Payne, City of Evanston, County of Cook, State of Illinois 60201, Grantees, the following easement for access to the above-described real property now owned by Grantees: that part of the SE¼SW¼ and SW¼SE¼ of Section 16, and that part of the NE¼NW¼ of Section 21, T36N, R114W, Sublette County, Wyoming, lying and being situate within the bounds of the Benson Roadway described in Exhibit A hereto attached, and by this reference herein incorporated.

The easement granted by this deed is for the benefit of, and appurtenant to, that real property, or any portion of such property, in the County of Sublette, State of Wyoming, described as follows: S½NE¼ of Section 21, T36N, R114W of the 6th P.M., Sublette County, Wyoming.

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

Witness our hands on the dates indicated below.

J. SCOTT MILLER

RENEE M. MILLER

ACKNOWLEDGMENTS ON FOLLOWING PAGE

232461

RECORDED April 3 IN 91 10:45 A

IN BOOK 5E Misc PAGE 487

FEES $ 16.00 Mary L Lampert COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] by Barbara Liggett [redacted]

ACKNOWLEDGMENTS

State of CALIFORNIA)
:ss
County of SAN DIEGO)

On this 1ST day of March, 1991, personally appeared before me J. Scott Miller, and acknowledged his signature on the foregoing Deed Granting Easement.

Witness my hand and official seal.

Maria Lozoya
NOTARY PUBLIC

My commission expires on: Sept. 16, 1994

State of California)
:ss
County of San Diego)

On this 1ST day of March, 1991, personally appeared before me Renee M. Miller, and acknowledged her signature on the foregoing Deed Granting Easement.

Witness my hand and official seal.

Maria Lozoya
NOTARY PUBLIC

My commission expires on: Sept 16, 1994

OFFICIAL SEAL
MARIA LOZOYA
NOTARY PUBLIC—CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires Sept. 16, 1994

EXHIBIT A

BENSON ROADWAY

A strip of land 30 feet wide located in the SE¼SW¼ and the SW¼SE¼ of Section 16 and the E½NW¼ and the W½NE¼ of Section 21, T36N, R114W, Sublette County, Wyoming, being 15 feet each side of the following described center-line:

BEGINNING at a point within the Upper Hoback County Road No. 23-174, N35°-11.3'E, 1344.51 feet from the northwest corner of said E½NW¼, found as described in that Certified Land Corner Recordation Certificate filed in the Office of the Clerk of Sublette County;

thence S86°-17.0'E, 33.00 feet;

thence S03°-43.0'W, 525.29 feet;

thence 55.79 feet along the arc of a circular curve to the left, having a radius of 49.72 feet, through a central angle of 64°-17.0';

thence S60°-34.0'E, 256.81 feet;

thence S41°-17.0'E, 232.01 feet;

thence S35°-41.0'E, 160.74 feet to the south end of a bridge across the Hoback River;

thence S23°-40.1'E, 280.06 feet;

thence 248.08 feet along the arc of a circular curve to the right, having a radius of 441.87 feet, through a central angle of 32°-10.0';

thence S08°-30.0'W, 318.31 feet;

thence S28°-02.1'W, 172.98 feet;

thence S08°-00.1'W, 266.31 feet;

thence 87.94 feet along the arc of a circular curve to the left, having a radius of 114.44 feet, through a central angle of 44°-01.7';

thence S36°-01.7'E, 160.86 feet to a point midway between two presently existing gate posts, S57°-16.6'E, 59.02 feet from the CN1/16 corner of said Section 21, found as described in that Certified Land Corner Recordation Certificate filed in said Office;

that each point of intersection (P.I.) along said center-line is marked by a 3/8"x12" steel spike;

that the base bearing for this survey is the west half of the north line of said Section 21 equals N87°-55'W;

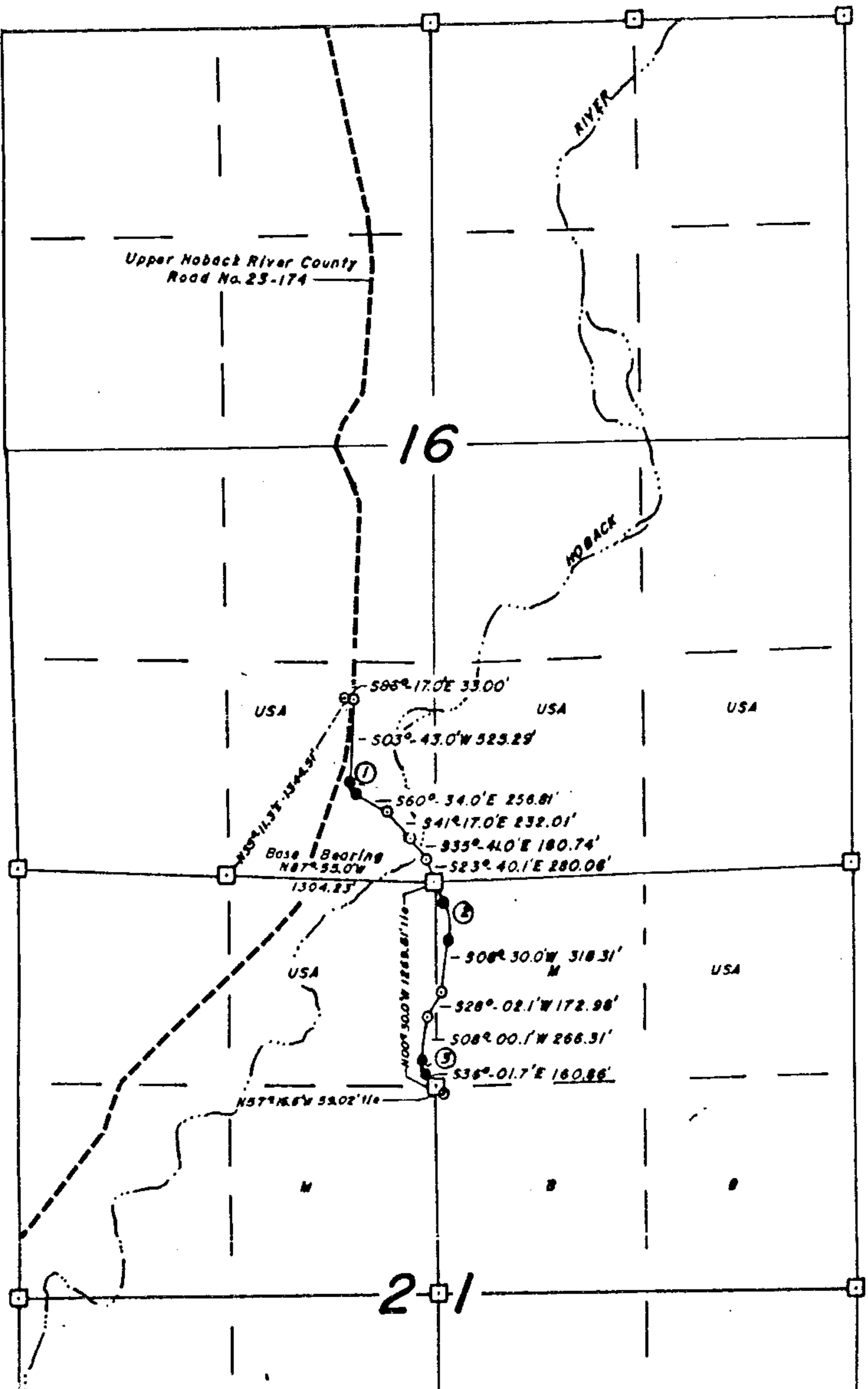
all in accordance with Exhibit B attached.

[redacted] DATA

Curve No.	Radius	Δ	Length	Tangent
1	49.72'	64°-17.0'	55.79'	31.24'
2	441.87'	32°-10.0'	248.08'	127.40'
3	114.44'	44°-01.7'	87.94'	46.27'

EXHIBIT A

T36N R114W



OWNERSHIP LEGEND

USA	United States of America
B	Leo Everett Benson and Rosemary Benson
M	Scott Miller

⊡ Indicates a Certified Land Corner Recordation Certificate filed.

⊙ indicates a 3/8"x12" steel spike.

● indicates no monument set.

MAP FOR

EASEMENT FOR

LEO EVERETT BENSON

Sections 16 and 21
T36N R114W
Sublette County, Wyoming

AGREEMENT FOR WARRANTY DE' —FORM NO. 14 491

THIS AGREEMENT, Made and entered into this 29th day of November 1990, by and between Victor D. Fulk, his sole and seperate property

of Pinedale, Sublette County, State of Wyoming, of the first part, and Jack Wilson Jr. and Wanda S. Wilson, Husband and Wife

of Greenriver, County, State of Wyoming, of the second part,

WITNESSETH, That the party of the first part, for and in consideration of the sum of ($2,000.00) Two Thousand and no/100 DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do es hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said party of the second part by a good and sufficient Warranty Deed, subject, however, to 1/12 of the taxes of A. D. and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: Lot 88 (Eighty Eight), 4th. filing, 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 for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining, all water and water rights, ditch and ditch rights thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; to prior mineral reservations of record; and to restrictions governing Big Country Ranches filed 10-3-78 in Book 34 of Misc. page534. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

SOLD FOR Ten Thousand and no/100 DOLLARS ($10,000.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the parties of the second part does 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 $8,000.00 payable in 48 monthly payments of $199.09 which include interest at the rate of 9% per annum, first said payment due January 15, 1991, succeeding payments due the 15th. day of each month thereafter until paid in full.

232462

RECORDED April 3 AT 91 12:20 P M
IN BOOK 58 MISC PAGE 491
FEES $4.00 Mary L. Lawson COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Barbara A. Walker

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 9 per cent interest per annum from maturity until paid.

Right to accelerate payments in any multiple of $1,000.00 of the entire balance then due on any payment after March 1, 1991, is hereby granted by party of the first part.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said party of the first part, his heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said part es 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
Jack Wilson Jr.
Wanda S. Wilson

State of Wyoming
County of Sweetwater } ss.

The foregoing instrument was acknowledged before me by Jack Wilson, Jr. and Wanda S. Wilson

this 6th day of December, 1990.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Comm[redacted] expires: 10-06-92

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 22nd day of March, 1991, between FOOTHILLS DEVELOPMENT CO., INC., a Wyoming corporation, as Seller, and GENE G. WALKER and ANITA A. WALKER, husband and wife, 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 Three (3), 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.
>
> Buyers' address for tax purposes is P.O. Box 963, Jackson, WY 83001.

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

DATED this 22nd day of March, 1991.

ATTEST:

SELLER:
FOOTHILLS DEVELOPMENT CO., INC.,
a Wyoming corporation:

BY: _____
JOHN M. SULENTA, President

SEAL

_____
SECRETARY

DATED this 21st day of March, 1991.

232463

BUYERS:

_____
GENE G. WALKER

_____
ANITA A. WALKER

RECORDED April 3 '91 1:00 P.M.
IN BOOK 58 Misc PAGE 492
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

FOOTHILLS DEVELOPMENT CO., INC., a Wyoming corporation, by JOHN M. SULENTA, its President and attested to and sealed by its Secretary, this 22nd day of March, 1991.

WITNESS my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Dec. 12, 1994

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/94

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing **Memorandum of Agreement** was acknowledged before me by GENE G. WALKER and ANITA A. WALKER, this 21ST day of MARCH, 1991.

WITNESS my hand and official seal.

Judi Rose, Notary Public
County of
Teton
State of
Wyoming
My Commission Expires Nov. 23, 1991

Judi Rose
NOTARY PUBLIC

My Commission Expires:

RESTRICTION ON CONVEYANCE

WHEREAS, BOBBIE LEE CRUM and JO ELLEN CRUM, husband and wife, are owners of Lots One (1) and Two(2) Gypsum Creek Subdivision No. 1, Sublette County, Wyoming; and,

WHEREAS, they desire to convey a portion of said Lot One (1) to HENRY A. HAFNER and JONELLE M. HAFNER, husband and wife; and,

WHEREAS, as a condition of allowing said transfer as an exception to the Sublette County Lot Division Requirements, the Board of County Commissioners For Sublette County have required BOBBIE LEE CRUM and JO ELLEN CRUM to place certain restrictions on the future transfer and conveyance of that portion of Lot One (1) which they shall continue to own after the Hafner transfer; and,

NOW THEREFORE, IN CONSIDERATION OF THE APPROVAL OF THE TRANSFER AND CONVEYANCE OF A PORTION OF LOT ONE (1), GYPSUM CREEK SUBDIVISION (#1), SUBLETTE COUNTY, WYOMING, BY THE BOARD OF COUNTY COMMISSIONERS OF SUBLETTE COUNTY, AS AN EXEMPTION FROM THE SUBLETTE COUNTY LOT DIVISION REQUIREMENTS, BOBBIE LEE CRUM AND JO ELLEN CRUM, HUSBAND AND WIFE, DO HEREBY CONTRACT AND AGREE AS FOLLOWS:

1. That that portion of Lot One (1), Gypsum Creek Subdivision, Sublette County, Wyoming, which is described hereinafter, is hereby declared to be an appurtenance to Lot Two (2), Gypsum Creek Subdivision (#1), Sublette County, Wyoming and shall hereafter attach to, be appurtenant to and run with said Lot Two. That portion of Lot One (1), herein encumbered is described as:

> Lot One (1), Gypsum Creek Subdivision (#1), Sublette County, Wyoming:
>
> Excepting therefrom that portion of Lot One (1) of the Gypsum Creek Subdivision (#1), Sublette County, Wyoming described as follows:
>
> Commencing at the northerly corner of said Lot One (1):
> thence south along the east boundary of Lot One (1), a distance of 68'7" to a point:
> thence southwesterly a distance of approximately 102'2" to a point located on the northwest boundary of said Lot One (1), which said point is found by commencing at the northerly corner of said Lot One (1) and proceeding southwesterly along the northwest boundary of said Lot One (1) a distance of 134'5";
> thence northeasterly along the northwest boundary of said Lot (1) to the point of beginning;

2. That that portion of Lot (1) described above as encumbered herein shall not in any event be conveyed, encumbered or otherwise transferred except in conjunction with the conveyance, encumbrance, or conveyance of said Lot (2).

3. That the restriction established herein shall attach to and run with that portion of said Lot (1) encumbered herein.

DATED this 26th day of March, 1991.

232465

Bobbie Lee Crum
BOBBIE LEE CRUM

Jo Ellen Crum
JO ELLEN CRUM

RECORDED April 3 1991 1:00 P M
IN BOOK 58 MISC. PAGE 494
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF Indiana)
) ss.
COUNTY OF Jeffersonville)

The foregoing **Restriction On Conveyance** was acknowledged before me by BOBBIE LEE CRUM and JO ELLEN CRUM, this 26th day of March, 1991.

Witness my hand and official seal.

Marjorie L. Best
NOTARY PUBLIC

My Commission Expires:
June 12, 1993

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 21 day of March, 1991, between HAROLD REACH and LEDA I. REACH, as Sellers, and ROD JARMIN, a single man, 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:

A tract of land situate in the SW¼SE¼ of Section 36, Township 38 North, Range 110 West of the 6th P.M., Sublette County, Wyoming being all that land lying to the North and East of the East right-of-way line of Wyoming State Highway 352, located in the SW¼SE¼ of said Section 36, more particularly described as follows:

Beginning at the Northeast corner of the SW¼SE¼ of said Section 36:
thence, S.01°10'30"W., (basis of bearing), along the East line of the SW¼SE¼, being also the West line of the Sunny Slope Subdivision, a subdivision of record in the office of the Sublette County Clerk, a distance of 586.51 feet to a point on the East right-of-way line of the State Highway 352;
thence along on said Highway right-of-way line, N.30°36'48"W., (Highway record N.31°17'30"W.), a distance of 100 feet, more or less;
thence continuing along said right-of-way line, N.59°23'12"E., a distance of 25 feet:
thence continuing along said right-of-way line, N.30°36'48"W., a distance of 400 feet:
thence continuing along said right-of-way line, S.59°23'12"W., 25 feet;
thence continuing along said right-of-way line, N.30°36'48"W., a distance of 180 feet, more or less, to a point on the North line of the SW¼SE¼;
thence along the North line of the SW¼SE¼, N.89°50'30"E., a distance of 358.4 feet, more or less, to the point 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.

Buyer's address for tax purposes is 345 Spring Street, Paso Robles, CA 93446.

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

DATED this 13th day of March, 1991.

SELLERS:

Harold L. Reach
HAROLD REACH

Leda I. Reach
LEDA I. REACH

232466

RECORDED Apr. 13 1991 1:00 P.M.
IN BOOK 58 Misc. PAGE 496
FEES $6.00 Mary L. Canton COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

DATED this 21 day of March, 1991.

BUYER:

ROD JARMIN

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum of Agreement** was acknowledged before me by HAROLD REACH and LEDA I. REACH, this 13th day of March, 1991.

WITNESS my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Dec. 12, 1994

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/94

STATE OF California)
) ss.
COUNTY OF San Luis Obispo)

The foregoing **Memorandum of Agreement** was acknowledged before me by ROD JARMIN, this 21st day of March, 19 91.

WITNESS my hand and official seal.

OFFICIAL SEAL
SHERRYL A. GODDARD
Notary Public - California
SAN LUIS OBISPO COUNTY
My Commission Expires
November 8, 1993

Sherryl A. Goddard
NOTARY PUBLIC

My Commission Expires: November 8, 1993

CERTIFICATE REGARDING
CHANGE OF NAME AND CONSOLIDATION INTO
CROSS TIMBERS OIL COMPANY, L.P.

232485

RECORDED Apr. 4 1991 1:30 P M
IN BOOK 58 Misc. PAGE 498
FEES 26.00 Mary L. Lou Ann COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mary Riley

STATE OF WYOMING

COUNTY OF SUBLETTE

I, Virginia Anderson, Secretary of Cross Timbers Oil Company, a Delaware corporation, managing general partner of CROSS TIMBERS OIL COMPANY, L.P., a Delaware limited partnership, hereby certify as follows:

1. The name of Cross Timbers Partners, a Texas limited partnership, was changed to Cross Timbers Partners, L.P., as evidenced by the Certificate of Amendment filed in the Office of the Secretary of State of Texas on February 1, 1991, of which a copy is attached hereto as Exhibit A-1, and as evidenced by the document dated February 1, 1991, with the signature and seal of the Secretary of State of Texas of which a copy is attached hereto as Exhibit A-2.

2. South Timbers Limited Partnership, a Texas limited partnership, West Timbers limited Partnership, a Delaware limited partnership, North Timbers Limited Partnership, a Texas limited partnership, East Timbers Limited Partnership, a Texas limited partnership, Hickory Timbers Limited Partnership, a Texas limited partnership, and Cross Timbers Oil Company, L.P., a Delaware limited partnership, were combined and consolidated so that CROSS TIMBERS OIL COMPANY, L.P., is the surviving limited partnership, pursuant to Certificate of Consolidation, a copy of which is attached hereto as Exhibit B-1, filed with the Delaware Secretary of State on February 22, 1991, as evidenced by the Delaware Secretary of State's Certificate attached hereto as Exhibit B-2, and pursuant to Certificate of Consolidation, a copy of which is attached hereto as Exhibit B-3, filed with the Texas Secretary of State on February 22, 1991, as evidenced by the Texas Secretary of State's Certificate attached hereto as Exhibit B-4.

3. By virtue of the consolidation of limited partnerships referred to above, and pursuant to Delaware and Texas limited partnership law,

a. CROSS TIMBERS OIL COMPANY, L.P., as the Surviving Partnership, shall possess all of the rights, privileges and powers, of a public as well as of a private nature, of each of South Timbers Limited Partnership, West Timbers Limited Partnership, North Timbers Limited Partnership, East Timbers Limited Partnership and Hickory Timbers Limited Partnership, the Constituent Partnerships;

b. All property, real, personal and mixed, and all debts due to any Constituent Partnership, and all other choses in action, and each and every other interest, of or belonging to or due to each of the Constituent Partnerships, shall be taken and deemed to be transferred to and vested in CROSS TIMBERS OIL COMPANY, L.P., as the Surviving corporation, without further act of deed; and

c. CROSS TIMBERS OIL COMPANY, L.P., as the Surviving Partnership, shall be responsible

and liable for all of the liabilities, obligations and penalties of each of the Constituent Partnerships.

4. Cross Timbers Partners, L.P., has assigned and conveyed all its oil and gas properties to CROSS TIMBERS OIL COMPANY, L.P., as evidenced by assignments and conveyances recorded or to be recorded in the counties or parishes of the states where such properties are located.

5. Therefore, all oil and gas properties owned by any of South Timbers Limited Partnership, West Timbers Limited Partnership, North Timbers Limited Partnership, East Timbers Limited Partnership, Hickory Timbers Limited Partnership and Cross Timbers Partners or Cross Timbers Partners, L.P., are now vested in CROSS TIMBERS OIL COMPANY, L.P.

Executed on this 12th day of March, 1991.

Virginia Anderson
Virginia Anderson,
Secretary of Cross Timbers
Oil Company, managing general
partner of CROSS TIMBERS OIL
COMPANY, L.P.

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 12th day of March, 1991, by Virginia Anderson, as Secretary of Cross Timbers Oil Company, managing general partner of Cross Timbers Oil Company, L.P., on behalf of Cross Timbers Oil Company, L.P.

Barbara V. Sprabary
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

_____

BARBARA V. SPRABARY
Notary Public, State of Texas
My Commission Expires: 4-1-93

MLP10391\CROSSTIM\Wyom01.ack

EXHIBIT A-1

FILED
In the Office of the
Secretary of State of Texas
FEB 1 1991
Corporations Section

CERTIFICATE OF AMENDMENT
ADOPTING THE TEXAS REVISED LIMITED PARTNERSHIP ACT

The undersigned limited partnership (the "Partnership"), having filed an original certificate or agreement of limited partnership, hereby duly executes this Certificate of Amendment of Limited Partnership, which is being filed with the Secretary of State in accordance with Sections 2.02 and 13.02(c) of the Texas Revised Limited Partnership Act.

The Partnership hereby elects to adopt the Texas Revised Limited Partnership Act.

1. The name of the Partnership is Cross Timbers Partners.

2. The name under which the Partnership was originally formed is Cross Timbers Partners, the date on which its Certificate of Limited Partnership was filed with the Secretary of State was May 8, 1986, and the limited partnership file number assigned by the Secretary of State is 46885-10.

3. The new name of the Partnership is Cross Timbers Partners, L.P.

4. The address of the registered office of the Partnership is 810 Houston Street, Suite 2000, Fort Worth, Texas 76102, and the name of the registered agent whose business office address will be the same as the registered office is Mr. Jon Brumley.

5. The address of the principal office of the Partnership in the United States where its partnership records are to be kept or made available under Section 1.07 of the Act is 810 Houston Street, Suite 2000, Fort Worth, Texas 76102.

6. The name, the mailing address, and the street address of the business or residence of each general partner of the Partnership is as follows:

Name	Mailing Address	Street Address
Cross Timbers Production Company	810 Houston Street Suite 2000 Fort Worth, TX 76102	810 Houston Street Suite 2000 Fort Worth, TX 76102

SIGNED on this 29th day of January, 1991.

CROSS TIMBERS PARTNERS

By: Cross Timbers Production Company, General Partner

By: _____
Jon Brumley, President

SBSH.0191.Doc.XTimCer.Amd

501

EXHIBIT A-2

The State of Texas

Secretary of State

FEB. 1, 1991

SALLY B SHAW...BUTLER & BINION
1600 FIRST INTERSTATE BK PLZ,1000 LOUISIANA
HOUSTON ,TX 77002-5093

RE:
CROSS TIMBERS PARTNERS, L.P.
FILING NUMBER 00046885-10

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD YOUR AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP. THE APPROPRIATE EVIDENCE IS ATTACHED FOR YOUR FILES, AND THE ORIGINAL HAS BEEN FILED IN THIS OFFICE.

PAYMENT OF THE FILING FEE IS ACKNOWLEDGED BY THIS LETTER.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.

VERY TRULY YOURS,

John Hannah Jr
Secretary of State

[redacted]

[redacted]

DIVISION OF CORP[redacted]S
FILED 10:00 AM [redacted]991
910535194 - 2251583

EXHIBIT B-1

CERTIFICATE OF MERGER
OF
South Timbers Limited Partnership
West Timbers Limited Partnership
North Timbers Limited Partnership
East Timbers Limited Partnership
Hickory Timbers Limited Partnership
INTO
CROSS TIMBERS OIL COMPANY, L.P.

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 of each of the constituent limited partnerships which are to be merged are as follows:

Name	Jurisdiction of Formation
South Timbers Limited Partnership	Texas
West Timbers Limited Partnership	Delaware
North Timbers Limited Partnership	Texas
East Timbers Limited Partnership	Texas
Hickory Timbers Limited Partnership	Texas
Cross Timbers Oil Company, L.P.	Delaware

SECOND: An Agreement and Plan of Consolidation has been approved and executed by (i) South Timbers Limited Partnership, a Texas limited partnership, North Timbers Limited Partnership, a Texas limited partnership, East Timbers Limited Partnership, a Texas limited partnership and Hickory Timbers Limited Partnership, a Texas limited partnership, in accordance with Section 2.11 of the Texas Revised Limited Partnership Act and (ii) by West Timbers Limited Partnership, a Delaware limited partnership, and Cross Timbers Oil Company, L.P., a Delaware limited partnership, in accordance with Section 17-211 of the Act.

THIRD: The name of the surviving limited partnership is "Cross Timbers Oil Company, L.P."

FOURTH: The certificate of limited partnership of Cross Timbers Oil Company, L.P., a Delaware limited partnership, shall be the certificate of limited partnership of the surviving limited partnership.

FIFTH: The merger of South Timbers Limited Partnership, West Timbers Limited Partnership, North Timbers Limited Partnership, East Timbers Limited Partnership and Hickory Timbers Limited Partnership with and into Cross Timbers Oil Company, L.P. shall be effective at 5:00 p.m., Fort Worth, Texas time on February 22, 1991.

SIXTH: The executed Agreement and Plan of Consolidation is on file at the principal place of business of Cross Timbers Oil Company, L.P., the address of which is 810 Houston Street, Suite 2000, Forth Worth, Texas 76102.

SEVENTH: A copy of the Agreement and Plan of Consolidation will be furnished by Cross Timbers Oil Company, L.P. upon request and without cost to any partner of South Timbers Limited Partnership, West Timbers Limited Partnership, North Timbers Limited Partnership, East Timbers Limited Partnership, Hickory Timbers Limited Partnership or Cross Timbers Oil Company, L.P.

IN WITNESS WHEREOF, this certificate has been executed effective as of the 15th day of February, 1991.

CROSS TIMBERS OIL COMPANY, L.P.

By: Cross Timbers Oil Company, as
Managing General Partner

By: _____
Jon Brumley, Chairman of the
Board

By: South Timbers Limited Partnership
West Timbers Limited Partnership
North Timbers Limited Partnership
East Timbers Limited Partnership
Hickory Timbers Limited Partnership

By: Cross Timbers Partners, L.P., a
Texas limited partnership, and
the general partner of the above
listed partnerships

By: _____
Jon Brumley, President of
Cross Timbers Production
Company, its general partner

SBSW.0291.Doc.DeCons.Cer

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 "WEST TIMBERS LIMITED PARTNERSHIP", A LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, "SOUTH TIMBERS LIMITED PARTNERSHIP", AND "EAST TIMBERS LIMITED PARTNERSHIP", AND "HICKORY TIMBERS LIMITED PARTNERSHIP", AND "NORTH TIMBERS LIMITED PARTNERSHIP", LIMITED PARTNERSHIPS ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, MERGING WITH AND INTO "CROSS TIMBERS OIL COMPANY, L.P.", A LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE UNDLR THE NAME OF "CROSS TIMBERS OIL COMPANY, L.P." AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF FEBRUARY, A.D. 1991, AT 10 O'CLOCK A.M.

888888888

Michael Harkins, Secretary of State

AUTHENTICATION: *2966687

DATE: 02/25/1991

CONTINUED ON PAGE 2

State of Delaware

Office of Secretary of State

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

* * * * * * * * * * *

888888888

Michael Harkins, Secretary of State

AUTHENTICATION: *2966687

DATE: 02/25/1991

FILED
In the Office of the
Secretary of State of Texas

FEB 22 1991

Corporations Section

CERTIFICATE OF MERGER
OF
South Timbers Limited Partnership
West Timbers Limited Partnership
North Timbers Limited Partnership
East Timbers Limited Partnership
Hickory Timbers Limited Partnership
INTO
CROSS TIMBERS OIL COMPANY, L.P.

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 of each of the constituent limited partnerships which are to be merged are as follows:

Name	Jurisdiction of Formation
South Timbers Limited Partnership	Texas
West Timbers Limited Partnership	Delaware
North Timbers Limited Partnership	Texas
East Timbers Limited Partnership	Texas
Hickory Timbers Limited Partnership	Texas
Cross Timbers Oil Company, L.P.	Delaware

SECOND: An Agreement and Plan of Consolidation has been approved and executed by (i) South Timbers Limited Partnership, a Texas limited partnership, North Timbers Limited Partnership, a Texas limited partnership, East Timbers Limited Partnership, a Texas limited partnership and Hickory Timbers Limited Partnership, a Texas limited partnership, in accordance with Section 2.11 of the Texas Revised Limited Partnership Act and (ii) by West Timbers Limited Partnership, a Delaware limited partnership, and Cross Timbers Oil Company, L.P., a Delaware limited partnership, in accordance with Section 17-211 of the Act.

THIRD: The name of the surviving limited partnership is "Cross Timbers Oil Company, L.P."

FOURTH: The certificate of limited partnership of Cross Timbers Oil Company, L.P., a Delaware limited partnership, shall be the certificate of limited partnership of the surviving limited partnership.

FIFTH: The merger of South Timbers Limited Partnership, West Timbers Limited Partnership, North Timbers Limited Partnership, East Timbers Limited Partnership and Hickory Timbers Limited Partnership with and into Cross Timbers Oil Company, L.P. shall be effective at 5:00 p.m., Fort Worth, Texas time on February 22, 1991.

SIXTH: The executed Agreement and Plan of Consolidation is on file at the principal place of business of Cross Timbers Oil Company, L.P., the address of which is 810 Houston Street, Suite 2000, Forth Worth, Texas 76102.

SEVENTH: A copy of the Agreement and Plan of Consolidation will be furnished by Cross Timbers Oil Company, L.P. upon request and without cost to any partner of South Timbers Limited Partnership, West Timbers Limited Partnership, North Timbers Limited Partnership, East Timbers Limited Partnership, Hickory Timbers Limited Partnership or Cross Timbers Oil Company, L.P.

EIGHTH: The Surviving Partnership irrevocably appoints the Texas Secretary of State as its agent to accept service of process in the State of Texas in any action, suit or proceeding for the enforcement of any obligation of a domestic limited partnership constituent to the Consolidation. A copy of any such notice of process or pleading shall be mailed by the Texas Secretary of State to the Surviving Partnership at the following address:

810 Houston Street
Suite 2000
Fort Worth, Texas 76102
Attn: Jon Brumley

IN WITNESS WHEREOF, this certificate has been executed effective as of the 15th day of February, 1991.

CROSS TIMBERS OIL COMPANY, L.P.

By: Cross Timbers Oil Company, as
Managing General Partner

By: _____
Jon Brumley, Chairman of the
Board

By: South Timbers Limited Partnership
West Timbers Limited Partnership
North Timbers Limited Partnership
East Timbers Limited Partnership
Hickory Timbers Limited Partnership

By: Cross Timbers Partners, L.P., a Texas limited partnership, and the general partner of the above listed partnerships

By: _____
Jon Brumley, President of
Cross Timbers Production
Company, its general partner

SBSH.0291.Doc.TxCons.Cer

509 EXHIBIT B-4

The State of Texas

Secretary of State

CERTIFICATE OF MERGER

CROSS TIMBERS OIL COMPANY, L.P.

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS, HEREBY CERTIFIES THAT ARTICLES OF MERGER OF

SOUTH TIMBERS LIMITED PARTNERSHIP
A TEXAS CORPORATION

WEST TIMBERS LIMITED PARTNERSHIP
A TEXAS CORPORATION

NORTH TIMBERS LIMITED PARTNERSHIP
A TEXAS CORPORATION

EAST TIMBERS LIMITED PARTNERSHIP
A TEXAS CORPORATION

HICKORY TIMBERS LIMITED PARTNERSHIP
A TEXAS CORPORATION

WITH

CROSS TIMBERS OIL COMPANY, L.P.
A NO PERMIT DELAWARE CORPORATION

DULY SIGNED PURSUANT TO THE PROVISIONS OF THE TEXAS LIMITED PARTNERSHIP ACT, HAVE BEEN RECEIVED IN THIS OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS CERTIFICATE OF MERGER AND ATTACHES HERETO A COPY OF THE ARTICLES OF MERGER.

THE STATE OF TEXAS

DATED FEB. 22, 1991

FEB. 22, 1991

John Hannah Jr
Secretary of State

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under an Agreement For Deed dated the 8th day of April, 1991, between DWIGHT PARRISH and MAXINE PARRISH, as Sellers, and JOSEPH A. McNEEL and KATHY A. McNEEL, 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 Fourteen (14), Amended Meadow Canyon Estates, 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 Amended Meadow Canyon Estates as recorded April 24, 1986 in Book 49 of Misc., page 292 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 304, Big Piney, WY 83113.

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

DATED this 8th day of April, 1991.

232513

RECORDED April 8 1991 1:00 P M
IN BOOK 58 Misc. PAGE 510
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

SELLERS:

Dwight Parrish
DWIGHT PARRISH

Maxine Parrish
MAXINE PARRISH

DATED this 8th day of April, 1991.

BUYERS:

JOSEPH A. McNEEL

Kathy A. McNeel
KATHY A. McNEEL

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by DWIGHT PARRISH and MAXINE PARRISH, this 8th day of April, 1991.

WITNESS my hand and official seal.

Kathryn Johnsey
Notary Public
County of
Sublette
My Commission Expires
8-14-92

My Commission Expires:

Kathryn Johnsey
NOTARY PUBLIC

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing Memorandum of Agreement was acknowledged before me by JOSEPH A. McNEEL and KATHY A. McNEEL, this 9th day of April, 1991.

WITNESS my hand and official seal.

Kathryn Johnsey — Notary Public — State of Wyoming — My Commission Expires 2-11-92

Kathryn Johnsey
NOTARY PUBLIC

My Commission Expires:

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

SUSAN E. MEYER, of said County and State, being first duly sworn on her oath, deposes and says:

That she is the wife of DONALD EDWARD MEYER, a/k/a DONALD E. MEYER, deceased, who died February 9, 1991 in Sublette County, Wyoming.

That at the time of the death of DONALD EDWARD MEYER, a/k/a DONALD E. MEYER, he owned certain real property by virtue of a certain Warranty Deed; said lands being more particularly described as follows:

> Tract Five (5), Highland View Estates, 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 Warranty Deed being recorded in the office of the Sublette County Clerk on September 8, 1975, Book 4 of Deeds, page 690.

That the deceased, DONALD EDWARD MEYER, a/k/a DONALD E. MEYER, is one and the same person as DONALD E. MEYER, one of the grantees in the beforementioned Warranty Deed, and that the affiant, SUSAN E. MEYER is one and the same person as the said SUSAN E. MEYER 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 DONALD EDWARD MEYER, a/k/a DONALD E. MEYER, deceased, all equity, right, title and interest in the beforementioned real property passed to and was vested in SUSAN E. MEYER.

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 DONALD EDWARD MEYER, a/k/a DONALD E. MEYER, deceased.

232521

DATED this 4th day of April, 1991.

RECORDED April 8 1991 4:20 PM
IN BOOK 58 Misc. PAGE 512
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Susan E. Meyer
SUSAN E. MEYER

By: Mary Riley

Subscribed and sworn to before me by SUSAN E. MEYER, this 4th day of April, 1991.

Witness my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Dec. 12, 1994

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/94

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 00391 — STATE FILE NUMBER

DECEDENT

1 DECEDENT'S NAME: First DONALD; Middle EDWARD; Last MEYER
2 SEX: MALE
3 DATE OF DEATH (Mo. Day. Yr.): FEBRUARY 9, 1991
4 SOCIAL SECURITY NUMBER: 388-24-4396
5a AGE-Last Birthday (Years): 63
5b If UNDER 1 YEAR: Months; Days
5c If UNDER 1 DAY: Hours; Minutes
6 DATE OF BIRTH (Mo. Day. Yr.): SEPTEMBER 1, 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): 27 SLEDRUNNER ROAD
7c CITY, TOWN, OR LOCATION OF DEATH: RURAL PINEDALE
7d COUNTY OF DEATH: SUBLETTE
8 STATE OF BIRTH (If not in U.S.A., name country): WISCONSIN
9 MARITAL STATUS (Never Married, Married, Widowed, Divorced): MARRIED
10 SURVIVING SPOUSE (If wife, give maiden name): SUSAN SHERMAN
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): CHEMICAL ENGINEER
12b KIND OF BUSINESS OR INDUSTRY: MOLDED PLASTICS
12c RESIDENCE: STATE WYOMING; COUNTY SUBLETTE; CITY, TOWN OR LOCATION PINEDALE; STREET AND NUMBER 27 SLED RUNNER ROAD
12d INSIDE CITY LIMITS? (Specify yes or no): NO
13 WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes if yes, specify Cuban, Mexican, Puerto Rican, Etc.): No ☒ Yes ☐ Specify:
14 RACE (American Indian, Black, White, Etc. Specify): WHITE
15 DECEDENT'S EDUCATION (Specify only highest grade completed): Elementary/Secondary (0-12): 5; College (1-4 or 5+):

PARENTS

16 FATHER'S NAME: First HENRY; Middle ADOLPH; Last MEYER
17 MOTHER'S NAME: First DORTHEA; Middle S.; Maiden Surname PRITZLAFF

INFORMANT

18a INFORMANT NAME (Type or Print): MRS. DONALD MEYER
18b RELATIONSHIP TO DECEDENT: WIFE
18c MAILING ADDRESS: STREET OR R.F.D. NUMBER P.O. BOX 53; CITY OR TOWN PINEDALE; STATE WYOMING; ZIPCODE 82941

DISPOSITION

19a Burial, Cremation, Removal, Other (Specify): CREMATION
19b DATE: FEB. 10, 1991
19c CEMETERY OR CREMATORY NAME: LINDQUIST & SONS
19d LOCATION: CITY OR TOWN OGDEN; STATE UTAH
20a FUNERAL SERVICE LICENSEE OR Person Acting As Such: Signature: Edman Hudson; Number 337
20b NAME OF FACILITY: HUDSON'S FUNERAL HOME; Number 115
20c ADDRESS OF FACILITY: 164 N. BRIDGER AVE PINEDALE

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only
21a To the best of my knowledge death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title): J. T. Johnston M.D.
21b DATE SIGNED (Mo. Day. Yr.): FEBRUARY 11, 1991
21c HOUR OF DEATH: Approx 1 A.M.
21d 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): W. T. Meyer CORONER
23b DATE SIGNED (Mo. Day. Yr.): FEBRUARY 11, 1991
23c HOUR OF DEATH: Approx 1 OCP. M
23d PRONOUNCED DEAD (Mo. Day. Yr.): FEBRUARY 9, 1991
23e PRONOUNCED DEAD (Hour): 6 35 A. M

24 NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): J. T. JOHNSTON M.D. PINEDALE, WYOMING 82941

25a REGISTRAR (Signature): [signature]
25b DATE RECEIVED BY REGISTRAR (Mo. Day. Yr.): FEBRUARY 11, 1991

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. Cardiac arrest
DUE TO (OR AS A CONSEQUENCE OF): b. Valvular stenosis.
DUE TO (OR AS A CONSEQUENCE OF): c.
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.

Approximate Interval: Between Onset and Death

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): YES

29 DATE OF INJURY (Month Day Year)
30b TIME OF INJURY
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)

☐ Pending Investigation
☐ Could not be determined

FEB 19 1991

VR 2
1/89

SEAL — RECORDS SECTION

THIS IS TO CERTIFY that this reproduction is a true copy of a record on file in Wyoming Vital Records Services, Cheyenne, Wyoming.

This copy is not valid unless it bears a raised seal and the signature of the Deputy State Registrar is in red.

Date Issued March 1, 1991

Deputy State Registrar

LIEN STATEMENT

1. The name and address of the person seeking to enforce this lien is Richard Jenkins dba JENKINS BUILDING SUPPLY, P.O. Box 1, Highway 89, Alpine, Wyoming 83128.

2. The amount claimed to be due and owing is $2,107.01.

3. The name and address of the property owner is: Ken Hallinan aka Kenneth B. Hallinan and Mary Hallinan aka Mary J. Hallinan, P.O. Box 211, Boulder, WY 82923.

4. The itemized list of materials for which this lien is claimed are as shown on the two invoices attached hereto.

5. The name of the person against whom this lien is claimed is the contractor Ben Allen and Diane K. Allen dba Quality Shelters.

6. The date that materials were last delivered was January 22, 1991.

7. The legal description where the materials were furnished for a log cabin is one acre surrounding said cabin in the N½ NW¼ Section 23, T 32 N, R 107 W, of the 6th P.M., Sublette County, Wyoming.

8. The material was furnished pursuant to an oral contract and no written contract is available.

DATED this 3rd day of April, 1991.

Richard Jenkins
dba JENKINS BUILDING SUPPLY

BY: Gerald R. Mason

Gerald R. Mason
Mason & Graham, P.C.
P.O. Box 785
Pinedale, WY 82941
(307) 367-2133

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The undersigned, being first duly sworn, deposes and says that he is the attorney/agent for Richard Jenkins, in the above captioned matter, that he has read the foregoing, knows the contents thereof, and that it is true and correct, to the best of his knowledge.

Gerald R. Mason

Subscribed and sworn to before me this 2nd day of ~~March~~ April, 1991.

Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
JULY 20, 1992

RECORDED April 9 1991 9:15 AM
IN BOOK 58 MISC PAGE 514
FEES $8.00 mary L. Kinkaid CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
BY: Linda A. Chesney Deputy

236534

514

ACE Jenkins Building Supply
P.O. Box 1, Hwy. 89
Alpine, Wyoming 83128
307-654-7522

CHECKED BY	DATE ORDERED	SHIP VIA

NO. 1005505 | CASH SALE | 01/15/91 13:33 01

CASH SALE

Quality shelter,
Ben Allen

SHIP TO: BOULDER. WYOMING

CUST PO:HALLINAN

S- 1
P- 3
A- 1
W- 1
C- 1
, 3

CUST#: 1.0000 DEL DATE:01/15/91 TERMS: NET - CASH

✓	L#	QTY	DESCRIPTION	CATALOG		UNITS	PRICE		AMOUNT
	1	80	2X4-96 STUD FIR	2496	A	80	1.58	EA	126.40
	2	20	2X4-12 STD & BTR FIR DRY	2413F	A	20	2.58	EA	51.60
							SUBTOTAL		178.00
						D	WYOMING STATE		7.12
							TOTAL		185.12

PAID BY: CHECK 185.12

THANK YOU FOR YOUR PATRONAGE.

ALL claims and returned goods MUST be accompanied by this bill.

TERMS: Accounts are due the 10th of month following purchase. Purchaser agrees to pay a FINANCE CHARGE of 1½% per month on unpaid balance (ANNUAL PERCENTAGE RATE of 18%) or a minimum charge of .50¢ per month on

RECEIVED IN GOOD ORDER BY

X

5/5

ACE

Jenkins Building Supply
P.O. Box 1, Hwy. 89
Alpine, Wyoming 83128
307-654-752?

CHECKED BY	DATE ORDERED	SHIP VIA

NO. 4000133 | ********** | 01/22/91 11:55 0?

QUALITY SHELTERS
SWAN VALLEY , IDAHO
BEN ALLEN

SHIP TO: BOULDER WY
HALLINAN

S- ?
P- ?
A- ?
W- ?
C- ?

CUST#: 11.0000 DEL DATE:01/22/91 TERMS: NET 10TH

✓	L#	QTY	DESCRIPTION	CATALOG		UNITS	PRICE	AMOUNT
	1	51	2X8-12 #2 & BTR FIR DRY	2812F	A	51	5.87 EA	299.37
	2	17	2X8-14 #2 & BTR FIR DRY	2814F	A	17	6.05 EA	103.85
	3	20	2X6-16 #2 & BTR FIR DRY	2616F	A	20	5.79 EA	115.8?
	4	40	2X6-16 CCA TREATED	2616CCA	A	40	9.44 EA	377.6?
	5	45	4X8-7/16 WAFER BOARD	716WB	A	45	5.57 EA	250.65
	6	116	2X6-12 T & G DECKING	2612TG	A	116	5.16 EA	598.56
	7	34	JH 26 SINGLE JOIST HANGER	MRJH26	E	34	.35 EA	11.9?
	8	2	JOIST HANGER NAILS- LLB	JHNP	A	2	.62 LB	1.2?

PAID BY:

CK #308

JENKINS BUILDING SUPPLY
117622 HWY 89

	SUBTOTAL	1757.9?
D	DELIVERY	90.0?
D	WYOMING STATE	73.9?
	TOTAL	1921.3?

ALL claims and returned goods MUST be accompanied by this bill.

TERMS: Accounts are due the 10th of month following purchase. Purchaser agrees to pay a FINANCE CHARGE of 1½% per month on unpaid balance (ANNUAL PERCENTAGE RATE of 18%) or a minimum charge of 50¢ per month on

RECEIVED IN GOOD ORDER BY

X

516

THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF JACK CLARK, Deceased	Probate No. 1371

FILED
BY: Marilyn M. Jensen
MAR 29 1991
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

ORDER

THIS MATTER came before the Court on March 8, 1991, on the Petition of LOIS P. CLARK, seeking to have probate proceedings conducted in the District Court of the 6th Judicial District, County of Bannock, State of Idaho, 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. Certified copies of the proceedings had in the District Court of the 6th Judicial District, County of Bannock, State of Idaho, as filed with the aforesaid Petition, are sufficient and in accordance with the requirements of the law.

2. The decedent, Jack Clark, died seized of certain real property located in the County of Sublette, State of Wyoming, described as Lot 34, Boulder Lake Country Estates, Second Filing.

3. The value of the assets of the decedent did not exceed $30,000.00 on the date of death of the decedent.

4. Due and proper notice of these proceedings has been given in accordance with the law, and proof thereof by Affidavit of Publication is on file of record herein.

5. The gross estate of the decedent in under $600,000.00 and no inheritance tax or estate tax is chargeable against the estate, and the filing of a receipt should be excused.

232539

RECORDED April 9 19 91 2:20 PM
IN BOOK 58 MISC PAGE 517
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

6. No objections, written or oral, to the admission of the foreign probate proceedings to record in this Court have been presented to the Court by any creditor of the decedent or by any other party whomsoever.

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 all the requirements of the law for the relief prayed for in the Petition.

3. The Petitioner is entitled to relief as prayed for in the Petition.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the certified copies of the proceedings in the estate of Jack Clark had and conducted in the District Court of the 6th Judicial District, County of Bannock, State of Idaho, as filed with the Petition herein, be and the same hereby are admitted to record in this Court, and 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.

IT IS FURTHER ORDERED that pursuant to this Order the real property described as:

Lot 34, Boulder Lake Country Estates, Second Filing, Sublette County, Wyoming,

is hereby declared to be the sole property of and is hereby set over to and vested absolutely in the following named Distributee under the decedent's will:

Jack L. Clark and Janene Clark Toone, IN TRUST, as Co-Trustees, for the benefit of Lois Price Clark

Dated this 27th day of March, 1991.

BY THE COURT:

District Judge

THE STATE OF WYOMING
COUNTY OF SUBLETTE
I, EVELYN M. JENSEN, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND THE STATE AFORESAID DO HEREBY CERTIFY THE FOREGOING TO BE A FULL, TRUE AND COMPLETE COPY.
SUBLETTE COUNTY

AFFIDAVIT OF SURVIVORSHIP

STATE OF UTAH)
) ss.
COUNTY OF DUCHESNE)

MARY LEE ROBINSON, being first duly sworn, states as follows:

1. Affiant is the surviving spouse and the surviving tenant of a tenancy by the entireties with respect to FRED ROBINSON, deceased, and, therefore, has an interest in the real property which is the subject matter of this Affidavit;

2. Affiant states that FRED ROBINSON died at Roosevelt, Duchesne County, Utah, on the 14th day of November, 1990, the facts of said death more fully appearing on the Certificate of Death, duly certified and attached hereto and by this reference incorporated herein;

3. During the marriage of FRED ROBINSON and his spouse, MARY LEE ROBINSON, Affiant herein, said FRED ROBINSON and Affiant acquired as tenants by the entirety certain real property by warranty deed from Mary A. Holloway, Administratrix of the estate of John C. Fayal, which deed was dated June 14, 1975, and recorded in the office of the County Clerk of Sublette County, Wyoming, on June 27, 1975, in Book 17 of Deeds, Page 578, which property is more particularly described as follows:

That part of the SW¼SW¼ of Section 20 and the NW¼NW¼ of Section 29, Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at a 3/8" X 12" steel spike on the North right-of-way line of the Cora-Pinedale County Road, South 51°00' East, 298.6 feet from the Southwest corner of said Section 20 where found a 2" galvanized steel pipe 30" long with a brass cap inscribed "PAUL N. SCHERBEL RLS 164 BIG PINEY WYOMING T34N R109W S19 S20 1965";
S30 S29

Thence North 50°24' East, 452.5 feet to a point identical with the Southeast corner of that tract of land belonging to Laurie Frank Swartz on September 6, 1969;

Thence South 89°56' West, 290.4 feet along said Swartz land to a point identical with the Southwest corner of said Swartz land and the Southeast corner of land belonging to Francis R. Swartz on September 6, 1969;

Thence continuing South 89°56' West, 290.4 feet along the said Swartz land to a point on the West line of said Section 20 identical with the Southwest corner of said Swartz land;

Thence South 00°04' East, the base bearing for this survey, 100.0 feet along the said West line to the said Southwest corner of Section 20;

Thence South 00°39' West, 44 feet, along the West line of said Section 29 to the intersection with the said North right-of-way line;

Thence Southeasterly, 274 feet along the said right-of-way line being the arc of a curve to the right to the place 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";

RECORDED April 9 1991 3:00 P
IN BOOK 58 Misc. PAGE 519
FEES $8.00 Mary A. Lankford COUNTY CLERK
SUBLETTE COUNTY, WYOMING
BY: Carol A. Chaney, deputy

232541

4. This Affidavit is filed for the purpose of establishing the fact of the death of said FRED ROBINSON, who was the owner with MARY LEE ROBINSON of an estate by the entireties in the above-described property, and to make an official record on the termination of the interests of FRED ROBINSON in and to said property and the vesting of the same in MARY LEE ROBINSON, his surviving spouse, all pursuant to the provisions of W.S. § 2-9-102.

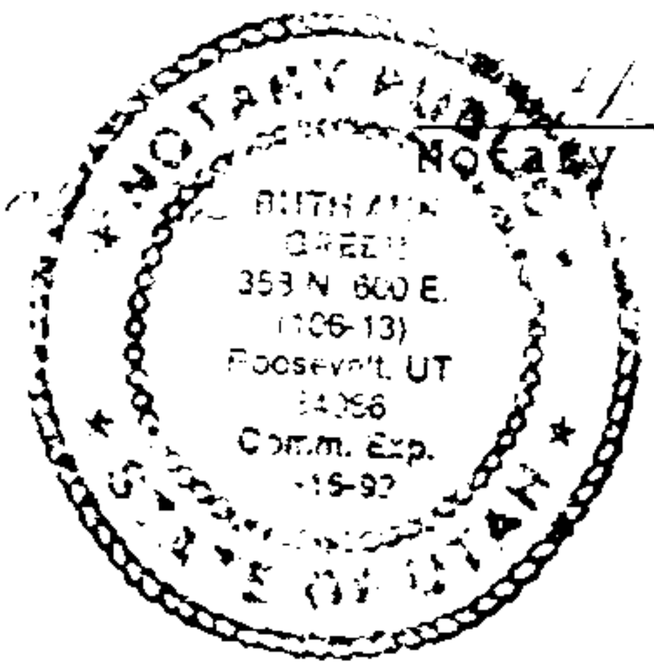
DATED this 1st day of _____, 1991.

_____
MARY LEE ROBINSON

SUBSCRIBED AND SWORN to before me by MARY LEE ROBINSON this 1st day of _____, 1991.
WITNESS my hand and official seal.

_____
Notary Public

My commission expires:



521

STATE OF UTAH - DEPARTMENT OF HEALTH

STATE OF UTAH - DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 07-052 | STATE FILE NUMBER

1. NAME OF DECEDENT - FIRST	MIDDLE	LAST	2. SEX	3a. DATE OF DEATH (Mo. Day, Yr.)	3b. TIME OF DEATH (24 hr. clock)
Frederick		ROBINSON	Male	Nov. 14, 1990	0420

4. DATE OF BIRTH (Mo. Day, Yr.)	5. AGE (Last Birthday)	If UNDER 1 YEAR: Months / Days	If UNDER 24 HOURS: Hours / Minutes	6. BIRTHPLACE (City & State or Foreign Country)	7. SOCIAL SECURITY NUMBER
Dec. 23, 1915	74 Yrs			Beaver, Utah	528-20-8695

8a. PLACE OF DEATH (Check only one)

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 or location): Duchesne County Hospital

8c. CITY, TOWN OR LOCATION OF DEATH	8d. COUNTY OF DEATH	9. SURVIVING SPOUSE (If wife, give maiden name)
Roosevelt	Duchesne	Mary Lee Hiser

10. WAS DECEDENT EVER IN U.S. ARMED FORCES?	11. MARITAL STATUS	12a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do NOT use "retired")	12b. KIND OF BUSINESS OR INDUSTRY
☐ Yes ☒ No	☐ Never Married ☒ Married ☐ Divorced ☐ Widowed	Engineer	Union Pacific Railroad

13a. RESIDENCE - STREET AND NUMBER	13b. CITY, TOWN OR COMMUNITY	13c. COUNTY	13d. STATE
283 No State	Roosevelt	Duchesne	Utah

13e. INSIDE CITY LIMITS?	13f. ZIP CODE	14. WAS DECEDENT OF HISPANIC ORIGIN? (If yes, specify)	15. RACE - Black, White, Am. Indian, Asian, Pacific Islander (This may be entered "Japanese" etc. - Specify)	16. EDUCATION - Specify only highest grade completed. Elementary or Secondary (0-12). College (13-16 or 17+)
☒ Yes ☐ No	84066	☐ Yes ☒ No ☐ Mexican ☐ Cuban ☐ Puerto Rican ☐ Other Spanish	White	8

17. FATHER'S NAME (First, Middle, Last)	18. MAIDEN NAME OF MOTHER (First, Middle, Last)
William James Robinson	Martha Moyes

19. NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT: Mary Lee H Robinson (wife) - 283 No. State St. - Roosevelt, Utah 84066

20. METHOD OF DISPOSITION	21a. DATE OF DISPOSITION	21b. PLACE OF DISPOSITION (Name of cemetery, crematory or other place)	21c. LOCATION - City or Town, State
☐ Entombment ☐ Donation ☐ Other ☐ Burial ☒ Cremation ☐ Removal	Nov. 19 1990	Independent Professional Svcs.	Salt Lake City, Utah

22. SIGNATURE OF FUNERAL SERVICE LICENSEE	23. LICENSEE NUMBER	24. FUNERAL HOME (Name, address and license number)
▶ John M. Hullinger	521	Olpin-Hullinger Mortuary Box 104-15 Roosevelt, Utah 84066 #17

25. DATE DECEASED WAS LAST ATTENDED BY CERTIFYING PHYSICIAN	26. If not certified by medical examiner, was death reported to M.E.? ☐ Yes ☒ No If yes, enter the date and hour reported. M.E. Case No. (HOUR / MO. / DAY / YEAR)
11/13/90	

27a. CERTIFIER

☒ 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	27c. LICENSE NUMBER	27d. DATE SIGNED (Mo., Day, Yr.)
▶ Tm Buxton MD	3539	11/16/90

28. NAME AND ADDRESS OF PERSON WHO CERTIFIED THE CAUSE OF DEATH (ITEM 31) (Type/print): Terry M. Buxton MD - Box 75-3 - Roosevelt, Utah 84066

29. REGISTRAR'S SIGNATURE	30. DATE FILED (Month, Day, Year)
▶ Joseph B. Shaffer, M.A.	Nov. 20, 1990

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.

		Approximate Interval Between Onset And Death
IMMEDIATE CAUSE (Final disease or condition resulting in death)	a. Pneumonia DUE TO (OR AS A CONSEQUENCE OF)	4 days
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. DUE TO (OR AS A CONSEQUENCE OF)	
	d.	

PART II. Other Significant Conditions contributing to death but not resulting in the underlying cause given in Part I: Diabetes m., CHF, COPD

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)

UDH-BVRHS-Form 12, Rev. 1-1-89

SDH-BHS 95 (12/88)

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 26-2-22 of the Utah Code Annotated, 1953 As Amended.

Date Issued: NOV 2 0 1990

Uintah Basin Dist. Health Dept

Registrar Joseph B. Shaffer, M.A.

John E Brockert
John E. Brockert
DIRECTOR OF VITAL STATISTICS
By Lynette Soderquist, Deputy

L594828

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

CERTIFICATE OF SALE

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

This Certificate Of Sale is made and delivered on April 11, 1991, by the undersigned deputy sheriff of Sublette County, Wyoming to and in favor of Republic Insurance Company:

WITNESSETH:

WHEREAS, Robert H. Walker, Dallas, Texas, as Mortgagor, executed a Second Mortgage in favor of Republic Insurance Company, as Mortgagee, 2727 Turtle Creek Boulevard, Dallas, Texas 75219-4801. The Mortgage was signed on or about December 14, 1987; the Mortgage was dated as of the 2nd day of October, 1987; and the Mortgage was recorded in the office of the Clerk of Sublette County, Wyoming on January 26, 1988 in Book 49 of Mortgages, Page 25. The real property which is the subject of the Mortgage is described in Exhibit A attached hereto. The Mortgage was executed for the purpose of securing the payment of the Promissory Note executed by Robert H. Walker in favor of Republic Insurance Company in the original principal amount of $16,350,000.00.

WHEREAS, default has occurred in the payment of the principal and interest due pursuant to the Promissory Note secured by the Mortgage, a law suit was instituted by Republic Insurance Company against Robert H. Walker to recover the debt which is secured by the above-mentioned mortgage, and a judgment was obtained against Robert H. Walker, but execution on the judgment was been returned unsatisfied in significant part; that said Mortgage contained full power of sale and has been duly recorded, and that written notice of intent to foreclose the Mortgage by advertisement and sale has been served upon the record owner by certified mail, return receipt requested, mailed to the last known address of the record owner at least ten days before the commencement of publication of notice of sale; and personally served on him at the Glendairy Prison, Station Hill, St. Michael, Barbados.

WHEREAS, Notice Of Mortgage Foreclosure Sale as required by law has been given and published once each week for four consecutive weeks on March 14, March 21, March 28, and April 4, 1991 in the Pinedale Roundup, a newspaper of general circulation printed and published in Sublette County, Wyoming, and that said notice specified the following information:

A. The names of the Mortgagor and of the Mortgagee and the assignee of the Mortgage, if any;

B. The date of the Mortgage and the date it was recorded;

C. The amount claimed to be due thereon at the date of the notice;

D. A description of the mortgaged premises, conforming substantially with that contained in the Mortgage; and

E. The time and place of sale; and

WHEREAS, said sale was held at public vendue in accordance with the Notice Of Mortgage Foreclosure Sale, and at the time and

232568

RECORDED April 11 AT 91 10:20 A.M.
IN BOOK 58 Misc. PAGE 522
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: mari filey

place therein set forth, namely 10:00 a.m. on April 11, 1991 at the front door of the Sublette County Courthouse, Pinedale, Wyoming, said sale being conducted by the undersigned; and

WHEREAS, at said sale, Republic Insurance Company purchased the real property described in Exhibit A for the sum of $ 175,000 ~ ;

NOW, THEREFORE, by virtue of the sale and purchase, and by virtue of the authority vested in me by law, I hereby give and grant this, my CERTIFICATE OF SALE to Republic Insurance Company, 2727 Turtle Creek Boulevard, Dallas, Texas 75219, and do hereby certify that at the time of the expiration of the period of redemption provided by law, provided only that said real estate is not redeemed prior to that time, I will give and grant unto Republic Insurance Company or its assignee, a Deed conveying all of the title in and to the real property held by Robert H. Walker under the above-mentioned Mortgage, at the time of the execution of said Mortgage or at any time since acquired.

IN WITNESS WHEREOF, I have duly executed this CERTIFICATE OF SALE as of the day and year first above written.

Sheriff:

By: Hank W. Ruland

WITNESS:

_____

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

On this 11th day of April, 1991, before me 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 such person is a deputy sheriff of Sublette County, Wyoming, and that such person executed the same as their free and voluntary act.

WITNESS my hand and official seal.

NOTARY PUBLIC

Notary Public
My commission expires: 4/25/92

EXHIBIT A

The following described real property in Sublette County, Wyoming is owned by Robert H. Walker and is the subject of the foreclosure sale on April 11, 1991:

Lots 2, 3, 4, 6, 7, 9, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 35, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59 and 60 of the Amended Rim Ranches, Sublette County, Wyoming, as set out in that certain Amended Plat recorded August 31, 1975 in Book 35 of Miscellaneous, Page 635, office of the Clerk of Sublette County, Wyoming.

SHERIFF'S AFFIDAVIT
REGARDING AMENDED RIM RANCHES SUBDIVISION FORECLOSURE

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

I, Hank W. Rucard, Deputy Sheriff of Sublette County, Wyoming being first duly sworn, state the following:

1. On April 11, 1991, I acted as auctioneer and sold at foreclosure sale to the highest bidder the real property referred to in Exhibit A attached hereto, together with all improvements thereon and all appurtenances thereto. The real property which is the subject of the foreclosure sale is the same real property described in the Mortgage executed by Robert H. Walker of Dallas County, Texas, as Mortgagor, in favor of Republic Insurance Company, Dallas, Texas, as Mortgagee, which Mortgage was signed on or about December 14, 1987; which Mortgage was dated as of the 2nd day of October, 1987; and which Mortgage was recorded in the Office of the Clerk of Sublette County, Wyoming on January 26, 1988, in Book 49 of Mortgages, Page 25.

2. I certify that Notice Of Mortgage Foreclosure Sale with respect to the real property described in the above mentioned Mortgage was given pursuant to a Notice published once each week for four consecutive weeks on March 14, March 21, March 28 and April 4, 1991 in the Pinedale Roundup, a newspaper of general circulation printed and published in Sublette County, Wyoming, all of which is more fully detailed in the Affidavit executed by the Pinedale Roundup which is attached hereto as Exhibit B.

3. I certify that the Notice Of Mortgage Foreclosure Sale set forth in Exhibit B contains the following information:

A. The names of the Mortgagor and the Mortgagee and the assignee of the Mortgage, if any;

B. The date of the Mortgage and the date it was recorded;

C. The amount claimed to be due thereon at the date of the notice;

D. A description of the mortgaged premises, conforming substantially with that contained in the Mortgage; and

E. The time and place of sale.

4. I further certify that, based upon the Proof Of Compliance With Section 34-4-103 executed by Kenneth S. Cohen, default has been made in the payment of the principal and interest due on the Promissory Note executed by Robert H. Walker which is secured by the above-referenced mortgage; a law suit was instituted by Republic Insurance Company against Robert H. Walker to recover the debt which is secured by the above-mentioned mortgage, and a judgment was obtained against Robert H. Walker, but execution on the judgment has been returned unsatisfied in significant part; that said Mortgage contained full power of sale and has been duly recorded; and that written notice of intent to foreclose the Mortgage by advertisement and sale has been served upon the record owner by certified mail, return receipt requested, mailed to the last known address of the record owner at least ten days before the commencement of publication of notice of sale, and also personally delivered to him at Glendairy

Prison, Barbados.

5. I further certify that the sale of the above-described real property was held at public vendue at 10:00 a.m. on April 11, 1991 at the front door of the Sublette County Courthouse in Pinedale, Wyoming, which is the time and place specified in the Notice Of Mortgage Foreclosure Sale.

6. I further certify that at the sale of the above-mentioned real property, the mortgaged premises, consisting of distinct tracts or lots, were first offered for sale separately, but the aggregate of bids on such distinct tracts or lots was not sufficient to satisfy the amount due, the aggregate of such bids having been in the sum of $ 0000, and that all such distinct tracts or lots were then offered and sold as a whole, and the same in its entirety was purchased by Republic Insurance Co., for the sum of $ 175,000.00, being the highest amount bid for the subject real property as a whole.

7. I further certify that I issued and delivered to the above-named purchaser a certificate showing that I sold, and the purchaser bought, the above-described real property at said sale, and that it shall be entitled to a deed in accordance with law, subject only to the rights of those entitled to redeem under the applicable law.

8. I further certify that the sale was in all respects conducted openly and fairly, and that the bid of Republic Insurance Company was the highest amount bid at the sale for the mortgaged premises as a whole.

DATED this 11th day of April, 1991.

Hank W Ruland
Deputy Sheriff

STATE OF WYOMING)
) ss
COUNTY OF TETON)

The foregoing document was acknowledged before me this 11th day of April, 1991 by Hank W. Ruland, Deputy Sheriff of Sublette County, Wyoming.

WITNESS my hand and official seal.

BETHANY A. WALKER NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Bethany A. Walker
Notary Public
My commission expires: 4/25/92

EXHIBIT A

The following described real property in Sublette County, Wyoming, generally known as the Amended Rim Ranches, is owned by Robert H. Walker and is the subject of the foreclosure sale on April 11, 1991:

> Lots 2, 3, 4, 6, 7, 9, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 35, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59 and 60 of the Amended Rim Ranches, Sublette County, Wyoming, as set out in that certain Amended Plat recorded August 31, 1975 in Book 35 of Miscellaneous, Page 635, office of the Clerk of Sublette County, Wyoming.

RECEIVED APR - 8 1991

PROOF OF PUBLICATION

NOTICE OF MORTGAGE FORECLOSURE SALE

This Notice of Mortgage Foreclosure Sale is being given pursuant to Sections 34-4-104 and 34-4-105 of the Wyoming Statutes. On or about December 14, 1987, ROBERT H. WALKER, a married man, of Dallas County, Texas, as Mortgagor, executed a Second Mortgage ("Mortgage") in favor of REPUBLIC INSURANCE COMPANY, as Mortgagee, 2727 Turtle Creek Boulevard, Dallas, Texas 75219-4801. The Mortgage was signed on or about December 14, 1987; the Mortgage was dated as of the 2nd day of October, 1987; and the Mortgage was recorded in the office of the Clerk of Sublette County, Wyoming on January 26, 1988 in Book 49 of Mortgages, Page 25.

The following described real property in Sublette County, Wyoming is the subject of the Mortgage:

Lots 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 35, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59 and 60 of the Amended Rim Ranches, Sublette County, Wyoming, as set out in that certain Amended Plat recorded August 31, 1975 in Book 35 of Miscellaneous, Page 635, office of the Clerk of Sublette County, Wyoming.

The Mortgagor has defaulted in the performance of the terms of the Mortgage by failing to pay principal and interest when due and by failing to perform other obligations contained in the Mortgage. The Mortgage contains a power of sale clause, and the Mortgagee has elected to exercise its right to foreclose the mortgage by advertisement and sale as provided for in the Mortgage. The amount due and owing as of the date of this notice is the sum of $19,741,145.61 principle and interest owing as of the date of this notice. Interest continues to accrue on the remaining principal balance at the rate of $4,449.49 per day. The Mortgagor also owes to the Mortgagee attorney's fees and costs incurred in the collection of the sums due, as well as unpaid real property taxes and assessments, and other incidental amounts required to be paid by the Mortgagor.

Robert H. Walker, take notice that pursuant to the above-referenced mortgage executed by you in favor of Republic Insurance Company, and pursuant to the laws of the State of Wyoming set forth at 34-4-101 through 34-4-113 of the Wyoming Statutes, the Mortgage will be foreclosed, and the real property which is the subject of the Mortgage will be sold, at the front door of the Sublette County Courthouse in Pinedale, Wyoming at 10:00 a.m. on Thursday, April 11, 1991.

/s/ Kenneth S. Cohen
Attorney for Republic Ins. Co.
P.O. Box 2467
Jackson, Wyoming 83001
(307) 733-4946

Publish in the Pinedale Roundup March 14, 21, 28, April 4, 1991.

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

I, ... Paul Rock ....., 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..14.....day of .....March....., 1991 and the last publication thereof on the.....4.....day of.....April.....,19.91.

Paul A. Rock

Subscribed in my presence and sworn to before me this .....4..... day of .....April....., 1991

Nancy Barnette
Notary Public

My Commission expires October 7, 1994

Notary Public
County of
Sublette
My Commission Expires

EXHIBIT B

ATTORNEY'S AFFIDAVIT IN COMPLIANCE
WITH SECTION 34-4-112

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

KENNETH S. COHEN, being first duly sworn upon oath, deposes and states the following:

1. I am an attorney authorized to practice law in the State of Wyoming.

2. I am the attorney for Republic Insurance Company in its foreclosure by advertisement and sale of the mortgage executed by Robert H. Walker dated October 2, 1987 in favor of Republic Insurance Company.

3. I represent that there is no agreement, express or implied, between the undersigned and Republic Insurance Company, or any other person, for any sharing or division of attorneys' fees allowed or added to the debt involved pursuant to the above-referenced mortgage, and the attorneys' fees allowed or added to the debt shall be only as compensation for services actually rendered in the foreclosure proceeding by the undersigned.

4. This Affidavit is made pursuant to Section 34-4-112 of the Wyoming Statutes.

DATED this 10th day of April 1991.

KENNETH S. COHEN
P. O. Box 2467
Jackson, Wyoming 83001

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing document was acknowledged before me this 10th day of April, 1991 by Kenneth S. Cohen.

WITNESS my hand and official seal.

Notary Public
My commission expires: 3/6/94

(SEAL)

PROOF OF COMPLIANCE
WITH SECTION 34-4-103

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

KENNETH S. COHEN, being first duly sworn upon oath, deposes and states the following:

1. On or about December 14, 1987, Robert H. Walker, a married man, of Dallas County, Texas, ("Mortgagor") executed a Second Mortgage ("Mortgage") in favor or Republic Insurance Company, Dallas, Texas ("Mortgagee"). The Mortgage was signed on or about December 14, 1987; the Mortgage was dated as of the 2nd day of October, 1987; and the Mortgage was recorded in the office of the Clerk of Sublette County, Wyoming on January 26, 1988 in Book 49 of Mortgages, Page 25.

2. The following described real property in Sublette County, Wyoming is the subject of the Mortgage:

Lots 2, 3, 4, 6, 7, 9, 10, 11, 12, 13, 14
17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27
28, 29, 35, 37, 38, 39, 40, 41, 42, 43, 44,
45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55,
56, 57, 58, 59 and 60 of the Amended Rim Ranches,
Sublette County, Wyoming, as set out in that
certain Amended Plat recorded August 31, 1975,
in Book 35 of Miscellaneous, Page 635, office
of the Clerk of Sublette County, Wyoming.

3. The Mortgagor has defaulted in the performance of the terms of the Mortgage by failing to pay principal and interest when due and by failing to perform other obligations contained in the Mortgage. The Mortgage contains a power of sale clause, and the Mortgagee has elected to exercise its right to foreclose the mortgage by advertisement and sale as provided for in the Mortgage.

4. A suit for proceeding was previously instituted by Republic Insurance Company against Robert H. Walker in another state or states, but execution upon the judgment rendered therein has been returned unsatisfied in substantial part.

5. At least ten days before commencement of publication of the Notice Of Sale, written notice of intent to foreclose the mortgage by advertisement and sale by letter dated October 2, 1990, was sent to Robert H. Walker, by certified mail, return

receipt requested, at each of the following addresses, which the undersigned believed to be the last known addresses of Robert H. Walker:

A. Robert H. Walker, 17250 Dallas Parkway, Dallas, Texas, 75248;
B. Robert H. Walker, 2555 Sheppard Rees Road, Kerrville, Texas, 78028.

Thereafter, it was discovered that Robert H. Walker was being held in the Glendairy Prison, Station Hill, St. Michael, Barbados. A letter dated October 24, 1990, written by the undersigned to Robert H. Walker, was then personally served on him at the Glendairy Prison on December 13, 1990, and a copy of the letter dated October 24, 1990 was also mailed to him by the Barbados Post Office on December 13, 1990. A copy of the letter dated October 24, 1990, and proof of the personal service and service by mail are attached to this Affidavit. Also attached to this Affidavit are the letters dated October 2, 1990 sent to Robert H. Walker by certified mail, as referred to immediately above in this Paragraph 5, and the letters to Robert H. Walker from Diana M. Joseph dated December 12, 1988, and January 17, 1989.

DATED this 10th day of April, 1991.

KENNETH S. COHEN
P. O. Box 2467
Jackson, Wyoming 83001

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing document was acknowledged before me this 10th day of April, 1991, by Kenneth S. Cohen.

WITNESS my hand and official seal.

(SEAL)

Notary Public
My commission expires: 8/6/94

APPOINTMENT TO SERVE SUMMONS

STATE OF _____)
) ss.
COUNTRY OF BARBADOS / WEST INDIES)

KENNETH GRIFFITH, being first duly sworn, on oath deposes and says that he is over the age of 21 years and is not a party to the foregoing action or interested therein, and that he received a copy of the letter dated 10/24/90, from Kenneth S. Cohen, P. O. Box 2467, 160 S. Cache St., Jackson, Wyoming, 83001, to Robert H. Walker and served it on Robert H. Walker personally at Glendairy Prison, Station Hill, St. Michael, Barbados, on the 13th day of December, 1990.

K. Griffith
Signature of Servor





ACKNOWLEDGMENT

Subscribed and sworn to before me this 13th day of December, 1990.

(SEAL)

NOTARY PUBLIC
REGISTRAR AND AS SUCH
EX OFFICIO A NOTARY PUBLIC AND
FOR BARBADOS

Kenneth S. Cohen
attorney at law
p.o. box 2467, jackson, wyoming 83001
(307) 733-4146

October 24, 1990
CERTIFIED MAIL

Robert H. Walker
Glendairy Prison
Station Hill
St. Michael
Barbados

RE: Second Mortgage to Republic Insurance Co.
on Rim Ranches

Dear Mr. Walker:

This letter follows up on the previous letters sent to you by Diana M. Joseph, acting as attorney for Republic Insurance Company. Her first letter to you dated December 12, 1988, advised you of your default with respect to the Second Mortgage dated October 2, 1987, executed by you in favor of Republic Insurance Company. The letter also advised you of the intent of Republic to accelerate the remaining principal balance in the event that you failed to pay the past due principal and interest payment owed to Republic by January 12, 1989.

Ms. Joseph's letter to you dated January 17, 1989, specifically notified you that Republic had, in fact, exercised its rights under the Second Mortgage and had accelerated the maturity of the Promissory Note dated October 2, 1987, which is referred to in the Second Mortgage dated October 2, 1987.

For your convenience, I have enclosed copies of the December 12, 1988 letter and the January 17, 1989 letter from Ms. Joseph to you.

The purpose of this letter is to advise you that Republic Insurance Company intends to foreclose the Second Mortgage dated October 2, 1987 by advertisement and sale. This notice is being given pursuant to the requirements of Section 34-4-103 of the Wyoming Statutes.

Sincerely,

Kenneth S. Cohen

KSC:pah

LOCAL REGISTRATION RECEIPT No.L 52148

POSTED AT GPO

ADDRESSED TO Mr Robert H. Walker
Glendairy Private Station
Hill St. Mitchard

Initials of Accepting Clerk ..... for Postmaster General.

10 AM 13 DE 90 PARCELPOST

Date Stamp

A56.371L

Kenneth S. Cohen
attorney at law
p.o. box 2467, jackson, wyoming 83001
(307) 733-4340

October 2, 1990

CERTIFIED MAIL

Robert H. Walker
17250 Dallas Parkway
Dallas, Texas 75248

RE: Second Mortgage to Republic Insurance Co.
on Rim Ranches

Dear Mr. Walker:

This letter follows up on the previous letters sent to you by Diana M. Joseph, acting as attorney for Republic Insurance Company. Her first letter to you dated December 12, 1988, advised you of your default with respect to the Second Mortgage dated October 2, 1987, executed by you in favor of Republic Insurance Company. The letter also advised you of the intent of Republic to accelerate the remaining principal balance in the event that you failed to pay the past due principal and interest payment owed to Republic by January 12, 1989.

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Sincerely,

Kenneth S. Cohen

KSC:pah

Kenneth S. Cohen
attorney at law
p.o. box 2467, jackson, wyoming 83001
(307) 733-4446

October 2, 1990

CERTIFIED MAIL

Robert H. Walker
2555 Sheppard Rees Road
Kerrville, Texas 78028

RE: Second Mortgage to Republic Insurance Co.
on Rim Ranches

Dear Mr. Walker:

This letter follows up on the previous letters sent to you by Diana M. Joseph, acting as attorney for Republic Insurance Company. Her first letter to you dated December 12, 1988, advised you of your default with respect to the Second Mortgage dated October 2, 1987, executed by you in favor of Republic Insurance Company. The letter also advised you of the intent of Republic to accelerate the remaining principal balance in the event that you failed to pay the past due principal and interest payment owed to Republic by January 12, 1989.

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Sincerely,

Kenneth S. Cohen

KSC:pah

DIANA M JOSEPH
214 65 4725
FIRST REPUBLICBANK PLAZA

STRASBURGER & PRICE
ATTORNEYS AND COUNSELORS
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

4300 FIRST REPUBLICBANK PLAZA
901 MAIN STREET, LB 175
PO BOX 50100
DALLAS, TEXAS 75250
214 65[illegible]4300

TELEX 4630227
TELECOPIER 214 65[illegible]4330

LAS COLINAS OFFICE
THE CENTRAL TOWER AT WILLIAMS SQUARE
[illegible] NORTH O'CONNOR [illegible]
IRVING TEXAS 75039

MEXICO CITY CORRESPONDENT
GONZALEZ CALVILLO Y ASOCIADOS SC
AMBERES NO 42
06600 MEXICO DF MEXICO

December 12, 1988

NOTICE OF DEFAULT, DEMAND FOR PAYMENT
AND INTENT TO ACCELERATE

VIA CERTIFIED MAIL
NO. P 816 335 921
RETURN RECEIPT REQUESTED
AND VIA REGULAR MAIL

Mr. Robert H. Walker
17250 Dallas Parkway
Dallas, Texas 75248

Re: Indebtedness evidenced by Promissory Note dated October 2, 1987, in the original principal amount of $16,350,000.00 (the "Note"), executed by Robert H. Walker and payable to the order of Republic Insurance Company

Dear Mr. Walker:

This law firm represents Republic Insurance Company ("Creditor"), the legal owner and holder of the Note with respect to the above-referenced indebtedness (the "Indebtedness"). According to the records of the Creditor, you are in default under the terms of the Indebtedness and under the agreements evidencing security for the Indebtedness, which agreements are set forth in Exhibit "A" attached hereto and incorporated herein by reference (the "Security Documents"), in that you have failed to make the principal installment which became due and payable on December 1, 1988.

Upon your default under the Note and the Security Documents, you are liable under the terms thereof for all reasonable expenses incurred by Creditor in connection with the collection of the Indebtedness.

Creditor hereby makes demand upon you to pay to Creditor the sum of $960,638.71 in cash or cashier's check, which sum represents past due principal due and owing as of December 1, 1988. This amount consists of the $1,070,000.00 principal installment

which became due and payable on December 1, 1988, less $109,361.29 in proceeds of collateral already received by Creditor, which sum has been credited against the principal installment pursuant to the terms of the Note. In addition, pursuant to Paragraph 1 of the Note, interest has begun to accrue on the past-due principal at the rate of ten percent (10%) per annum, for an interest per diem of $263.19. If you do not pay the past due principal in the amount of $960,638.71, plus the interest which has accrued from the date the principal installment became past due until the date of payment, in cash or cashier's check to Creditor on or before January 12, 1989, the entire unpaid principal balance of the Indebtedness will be accelerated and will be due and payable. In addition, if the aforementioned principal and accrued interest thereon is not paid on or before January 12, 1989, Creditor will proceed to exercise its rights and remedies under the Security Documents; the remedies available to Creditor include filing suit against you for the collection of the Indebtedness and foreclosure of the liens covered by the property described in the Security Documents.

If according to your records or calculations you believe the Creditor's records are incorrect and you either do not owe all or any part of the sums set forth above or you are not in default in the manner specified, please contact the undersigned immediately so that any error in the Creditor's records can be corrected. Nothing in this letter is to be considered as a demand for payment of any sum in excess of the amounts which you lawfully owe the Creditor. It is the Creditor's intent to demand payment only of such sums under the circumstances and in the amounts provided for in the Note and the Security Documents.

Sincerely,

Diana M. Joseph

BPB/lc
06:1035800166

cc: * See distribution list attached

STRASBURGER & PRICE

*

Via Certified Mail
Return Receipt Requested
And Via Regular Mail

Walker General Agency, Inc. (P 816 335 894)
North Dallas Management, Inc. (P 816 335 895)
WSB Corporation, Inc. (P 816 335 897)
GJB, Inc. (P 816 335 898)
Mr. Thomas O'Connell, Jr. (P 816 335 899)
Ms. Marian Jane Walker (P 816 335 900)

Via Regular Mail

Deirdre B. Ruckman, Esq.
Mr. W.C. Hassard
Mr. David M. Raim
William E. Geer
James H. Moody III, Esq.
Beth Pace Baker, Esq.
Daniel F. Susie, Esq.

EXHIBIT "A"

DOCUMENTS EVIDENCING SECURITY FOR PAYMENT OF THAT ONE CERTAIN PROMISSORY NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF $16,350,000 EXECUTED BY ROBERT H. WALKER AND PAYABLE TO THE ORDER OF REPUBLIC INSURANCE COMPANY DATED OCTOBER 2, 1987 (THE "SECURITY DOCUMENTS")

I. WALKER GENERAL AGENCY, INC.

Stock Pledge Agreement, dated October 2, 1987, by and between Walker General Agency, Inc. and Republic Insurance Company, pledging the stock owned by Walker General Agency, Inc. in North Dallas Management, Inc.

II. ROBERT H. WALKER

1. Stock Pledge Agreement, dated October 2, 1987, by and between Robert H. Walker and Republic Insurance Company, pledging the following stock owned by Robert H. Walker: (a) GJB, Inc.; (b) Triden Development Corporation, Inc.; (c) WRB-West Associates, Inc.; and (d) WSB Corporation, Inc.

2. Restated Stock Pledge Agreement, dated October 2, 1987, by and between Robert H. Walker and Republic Insurance Company, pledging the following stock owned by Robert H. Walker: (a) DalHEC Leasing Corporation; (b) The Cowboy Bar of Jackson Hole, Irc.; (c) Cowboy Restaurants, Incorporated; (d) Cowboy Games, Incorporated; and (e) Cowboy Souvenirs, Incorporated.

3. Partnership Interest Security Agreement, dated October 2, 1987, by and between Robert H. Walker and Republic Insurance Company, pledging Walker's joint venture interest in WRB-West Associates Joint Venture.

4. Second Mortgage, dated October 2, 1987, from Robert H. Walker to Republic Insurance Company, with regarding to Rim Ranches, Jackson Hole, Wyoming, as filed and recorded in Sublette County, Wyoming.

III. WALKER GENERAL AGENCY, INC. AND ROBERT H. WALKER - OIL AND GAS PROPERTIES

A. Oklahoma Filings

1. Mortgage of Oil and Gas Properties (with Security Agreement, Assignment of Proceeds of Sale of Production and Financing Statement), executed by Walker General Agency, Inc. and Robert H. Walker, recorded in Beaver County, Oklahoma.

2. Mortgage of Oil and Gas Properties (with Security Agreement, Assignment of Proceeds of Sale of Production and Financing Statement), executed by Walker General Agency, Inc. and Robert H. Walker, recorded in Blaine County, Oklahoma.

3. Mortgage of Oil and Gas Properties (with Security Agreement, Assignment of Proceeds of Sale of Production and Financing Statement), executed by Walker General Agency, Inc. and Robert H. Walker, recorded in Caddo County, Oklahoma.

4. Mortgage of Oil and Gas Properties (with Security Agreement, Assignment of Proceeds of Sale of Production and Financing Statement), executed by Walker General Agency, Inc. and Robert H. Walker, recorded in Cleveland County, Oklahoma.

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B. Texas Filings

14. Deed of Trust for Oil and Gas Properties (with Security Agreement, Assignment of Proceeds of Sale of Production and Financing Statement), executed by Walker General Agency, Inc. and Robert H. Walker, recorded in Hansford County, Texas.

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18. Deed of Trust for Oil and Gas Properties (with Security Agreement, Assignment of Proceeds of Sale of Production and Financing Statement), executed by Walker General Agency, Inc. and Robert H. Walker, recorded in Travis County, Texas.

C. Kansas Filings

19. Mortgage of Oil and Gas Properties (with Security Agreement, Assignment of Proceeds of Sale of Production and Financing Statement), executed by Walker General Agency, Inc. and Robert H. Walker, recorded in Seward County, Kansas.

20. Mortgage of Oil and Gas Properties (with Security Agreement, Assignment of Proceeds of Sale of Production and Financing Statement), executed by Walker General Agency, Inc. and Robert H. Walker, recorded in Trego County, Kansas.

21. Mortgage of Oil and Gas Properties (with Security Agreement, Assignment of Proceeds of Sale of Production and Financing Statement), on property located in Seward County, Kansas, executed by Walker General Agency, Inc. and Robert H. Walker.

22. Mortgage of Oil and Gas Properties (with Security Agreement, Assignment of Proceeds of Sale of Production and Financing Statement), on property located in Trego County, Kansas, executed by Walker General Agency, Inc. and Robert H. Walker.

IV. THOMAS O'CONNELL, JR.

1. Deed of Trust (With Security Agreement, Assignment of Rents and Financing Statement), dated October 2, 1987, granted by Thomas O'Connell, Jr., to Republic Insurance Company, as filed and recorded in Travis County, Texas.

2. Deed of Trust (With Security Agreement, Assignment of Rents and Financing Statement), dated October 2, 1987, granted by Thomas O'Connell, Jr., to Republic Insurance Company, as filed and recorded in Cameron County, Texas.

STRASBURGER & PRICE

ATTORNEYS AND COUNSELORS
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

4300 FIRST REPUBLICBANK PLAZA
901 MAIN STREET, LB 75
PO BOX 5001
DALLAS, TEXAS 75250
(214) 651-4300

TELEX 4630227
TELECOPIER (214) 651-4330

LAS COLINAS OFFICE

THE CENTRAL TOWER AT WILLIAMS SQUARE
325 NORTH O'CONNOR BLVD, SUITE 1000
IRVING, TEXAS 75039-3712

MEXICO CITY CORRESPONDENT
GONZALEZ CALVILLO Y ASOCIADOS S.C.
AMBERES NO. 42
06600 MEXICO D.F. MEXICO

DIANA M. JOSEPH
(214) 651-4725
FIRST REPUBLICBANK PLAZA

January 17, 1989

NOTICE OF ACCELERATION

VIA CERTIFIED MAIL
NO. P 816 335 901
RETURN RECEIPT REQUESTED
AND VIA REGULAR MAIL

Mr. Robert H. Walker
17250 Dallas Parkway
Dallas, Texas 75248

Re: Indebtedness evidenced by Promissory Note dated October 2, 1987, in the original principal amount of $16,350,000.00 (the "Note"), executed by Robert H. Walker and payable to the order of Republic Insurance Company

Dear Mr. Walker:

As you are aware, this law firm represents Republic Insurance Company ("Creditor"), the legal owner and holder of the Note with respect to the above-referenced indebtedness (the "Indebtedness"). You are in default under the terms of the Indebtedness and under the agreements evidencing security for the Indebtedness, which agreements are set forth in Exhibit "A" attached hereto and incorporated herein by reference (the "Security Documents"). By letter dated December 12, 1988, the undersigned made demand upon you for payment of past due principal and accrued but unpaid interest owing on the Note. The letter of December 12, 1988 gave you an opportunity to cure your default on or before January 12, 1989. In the event your default was not cured by that date, the letter of December 12, 1988 gave you notice of Creditor's intention to accelerate the entire unpaid principal and accrued but unpaid interest on the Note. The default has not been cured. Creditor hereby accelerates the maturity of the Note.

This letter is formal notice to you that your Indebtedness to Creditor has been hereby accelerated. This letter is also formal notice to you that Creditor will proceed to exercise its rights and remedies under the Security Documents; the remedies

available to Creditor include filing suit against you for the collection of the Indebtedness and foreclosure of the liens covered by the properties described in the Security Documents.

Under the terms of the Indebtedness and the Security Documents, you are liable for trustee's fees, attorneys' fees and expenses incurred by Creditor in connection with the collection and/or foreclosure of this matter. Please contact Creditor for the amount of attorneys' fees and expenses incurred by Creditor to date. This letter also constitutes formal demand upon you to pay to Creditor such amounts.

Sincerely,

DIANA M. JOSEPH

Diana M. Joseph

BPB/lc
06:1035900204

Enclosures

cc:

Via Certified Mail
Return Receipt Requested
and Via Regular Mail

Walker General Agency, Inc. (P 816 335 902)
North Dallas Management, Inc. (P 816 335 903)
WSB Corporation, Inc. (P 816 335 904)
GJB, Inc. (P 816 335 905)
Mr. Thomas O'Connell, Jr. (P 816 335 906)
Ms. Marian Jane Walker (P 816 335 907)

Via Regular Mail

Deirdre B. Ruckman, Esq.
Mr. W.C. Hassard
Mr. David M. Raim
William E. Geer
James H. Moody III, Esq.
Beth Pace Baker, Esq.
Daniel F. Susie, Esq.

EXHIBIT "A"

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232573

RECORDED April 11 19 91 3:00 P M
IN BOOK 58 Misc. PAGE 550
FEES $ Geo. Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By: Jean Riley

FILED IN THE COUNTY COURT
OF EL PASO COUNTY, COLORADO

DEC 27 1963

DOROTHY G. HARRISON
CLERK

IN THE COUNTY COURT WITHIN AND FOR
THE COUNTY OF EL PASO AND STATE OF COLORADO
NO. 24,134

IN THE MATTER OF THE)
ESTATE OF JAMES B. MAYTAG,) ORDER SETTING WILL FOR PROBATE
Deceased.)

Now on this day come CORNELIA H. MAYTAG and THE FIRST NATIONAL BANK OF COLORADO SPRINGS and present to the Court an instrument in writing purporting to be the Last Will of James B. Maytag, late of the County of El Paso and State of Colorado, and another instrument in writing purporting to be a Codicil thereto, said instruments appearing to be signed, published and attested as by law required, together with a Petition representing that the said James B. Maytag departed this life on the 22nd day of December, 1963, leaving said instruments as and for his Last Will and Codicil thereto; that said Last Will is attested by JAMES A. JOHNSON, shown to reside in Colorado Springs, JOHNNY M. HILLOCK, shown to reside in Colorado Springs, and MARGARET COCKRUM, shown to reside in Colorado Springs, as subscribing witnesses thereto; that said Codicil is attested by said MARGARET COCKRUM, JAMES C. WIEBOLT, shown to reside in Colorado Springs, Colorado, and MORTON McGINLEY, shown to reside in Colorado Springs, Colorado, as subscribing witnesses thereto.

That the said James B. Maytag left surviving him as his sole and only heirs-at-law, devisees and legatees,

the following, to-wit:

Name and Residence	Relationship	Interest
Cornelia H. Maytag 121 Marland Road Colorado Springs, Colorado	Wife	Heir, Devisee and legatee
James B. Maytag, Jr. 121 Marland Road Colorado Springs, Colorado	Son	Heir and legatee (minor)
Lynn Maytag 121 Marland Road Colorado Springs, Colorado	Daughter	Heir and legatee (minor)
Nancy Maytag 121 Marland Road Colorado Springs, Colorado	Daughter	Heir and legatee (minor)

That of the above named, James B. Maytag, Jr., Lynn Maytag and Nancy Maytag are minors and have no legal guardians to represent them.

Petitioners pray that upon the hearing thereon, the said instruments be admitted to probate as the Last Will and Codicil thereto of said deceased, and that Letters Testamentary be granted to Cornelia H. Maytag and The First National Bank of Colorado Springs, the Executors named therein.

NOW, THEREFORE, the premises considered, it is ORDERED that the hearing upon the probate of said instruments be and the same is hereby set for the 3rd day of January, 1964 at 2 o'clock P.M. of said day, or as soon thereafter as the same may be heard; that the subscribing witnesses to said instruments be summoned to appear before this Court at said hearing, then and there to testify in the matter of the execution of the same; that citation forthwith issue to the above named heirs, devisees and legatees, requiring them to attend said hearing.

IT IS FURTHER ORDERED THAT William Ritter

be and he hereby is appointed Guardian Ad Litem to represent James B. Maytag, Jr., Nancy Maytag and Lynn Maytag, minor heirs and legatees above named, at said hearing.

DONE IN OPEN COURT this 27th day of December, A.D., 1963.

BY THE COURT:

DISTRICT COURT OF EL PASO COUNTY COLORADO 1873

State of Colorado, County of El Paso-ss
Certified to be a true, and correct copy of the original in my custody.

SEP 30 1991

E. MARIE GARDNER
Clerk of the District Court
By _____ Deputy

AFFIDAVIT FOR DISTRIBUTION

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

COMES NOW SUSAN E, MEYER, first being duly sworn on her oath and hereby deposes and states as follows:

1. That SUSAN E. MEYER is the sole heir, legate and distributee of DONALE EDWARD MEYER, deceased.

2. That DONALD EDWARD MEYER died on February 9, 1991, 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 DONALD EDWARD MEYER 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 DONALD EDWARD MEYER left no Will.

6. That said DONALD EDWARD MEYER left a surviving spouse, SUSAN E. MEYER, who is the person making this Affidavit.

7. That pursuant to Section 2-1-201; Wyoming Statutes 1977 (Laws 1983), the surviving spouse, SUSAN E. MEYER is entitled to take his estate according to the Wyoming Statutes of intestate succession and is entitled to have all of the tangible personal property of DONALD EDWARD MEYER, set over to her and titled in her name.

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

1976 Chevrolet PU VIN #CCL266F 163 915

1980 Kawasaki Motorcycle VIN #G5 139 062

First National Bank of Pinedale:
Account No. 01-0000236411
Account No. 01-0000009644
Account No. 936 64 2

232575

DATED this 10th day of April, 1991.

RECORDED April 12 19 91 2:50 P M
IN BOOK 58 Misc. PAGE 553
FEES $6.00 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Lee

Susan E. Meyer
SUSAN E. MEYER

Subscribed and sworn to before me by SUSAN E. MEYER this 10th day of April, 1991.

Witness my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Dec. 12, 1994

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/94

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 00291 — STATE FILE NUMBER

DECEDENT

1. DECEDENT'S NAME: First	Middle	Last	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
DONALD	EDWARD	MEYER	MALE	FEBRUARY 9, 1991

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.)
388-24-4396	63					SEPTEMBER 1, 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
27 SLEDRUNNER ROAD	RURAL PINEDALE	SUBLETTE

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	SUSAN SHERMAN

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	CHEMICAL ENGINEER	MOLDED PLASTICS

13a. RESIDENCE: STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
WYOMING	SUBLETTE	PINEDALE	27 SLED RUNNER ROAD

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		5

PARENTS

17. FATHER'S NAME: First	Middle	Last	18. MOTHER'S NAME: First	Middle	Maiden Surname
HENRY	ADOLPH	MEYER	DORTHEA	S.	PRITZLAFF

INFORMANT

19a. INFORMANT NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
MRS. DONALD MEYER	WIFE

19c. MAILING ADDRESS: STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIPCODE
P.O. BOX 53	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
CREMATION	FEB. 10, 1991	LINDQUIST & SONS	OGDEN	UTAH

21a. FUNERAL SERVICE LICENSEE or Person Acting: Name (Type or Print) Signature	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
Edmon Hudson	337	HUDSON'S FUNERAL HOME	115	164 N. BRIDGER AVE 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 MD

22b. DATE SIGNED (Mo., Day, Yr.): FEBRUARY 11, 1991

22c. HOUR OF DEATH: APPX 1 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: W.T. Meyer CORONER

23b. DATE SIGNED (Mo., Day, Yr.): FEBRUARY 11, 1991

23c. HOUR OF DEATH: APPX 1 OCA. M

23d. PRONOUNCED DEAD (Mo., Day, Yr.): FEBRUARY 9, 1991

23e. PRONOUNCED DEAD (Hour): 6 35 A. M

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): J. T. JOHNSTON M.D. PINEDALE, WYOMING 82941

25a. REGISTRAR Signature: J T Johnston MD

25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): FEBRUARY 11, 1991

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. Cardiac arrest	
	DUE TO OR AS A CONSEQUENCE OF: b. Alcoholism.	
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.	

PART II. Other significant conditions contributing to death but not related to cause given in PART I: Alcoholism

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

29. MANNER OF DEATH: ☐ 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
1/89

FEB 19 1991

SEAL

THIS IS TO CERTIFY that this reproduction is a true copy of a record on file in Wyoming Vital Records Services, Cheyenne, Wyoming.

This copy is not valid unless it bears a raised seal and the signature of the Deputy State Registrar is in red.

Date Issued March 1, 1991

Deputy State Registrar

AFFIDAVIT OF TRUST

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

I, the undersigned, in accordance with the provisions of Section 166, Article 30 of Title 38, Colorado Revised Statutes, as amended, being first duly sworn on my oath, state and depose as follows:

1. I am one of the Trustees of the EDWINA STILL TRUST, dated April 2, 1991.

2. The names and addresses of all of the Trustees designated in said Trust are as follows:

TRUSTEE: Edwina Still
6980 East Girard, #407
Denver, CO 80224

SUCCESSOR CO-TRUSTEES: Deborah Lynn Howell
5772 Irish Pat Murphy Drive
Parker, CO 80134

and

Diane Rebecca Still
3620 Nicollet Avenue South
Minneapolis, MN 55409

3. The designated Trustee, or either of the designated Successor Co-Trustees have the full right, power and authority to execute and deliver deeds, mortgages, deeds of trust, leases or other documents pertaining to, conveying, encumbering, leasing, or otherwise dealing with any aspect of any real property owned by or held in the name of the EDWINA STILL TRUST.

IN WITNESS WHEREOF, I have set my hand and seal this 10th day of April, 1991.

232598

Edwina Still, Trustee
Edwina Still, Trustee of the
Edwina Still Trust

RECORDED April 15 19 91 2:40 P M
IN BOOK 58 Misc. PAGE 555
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Joan Riley

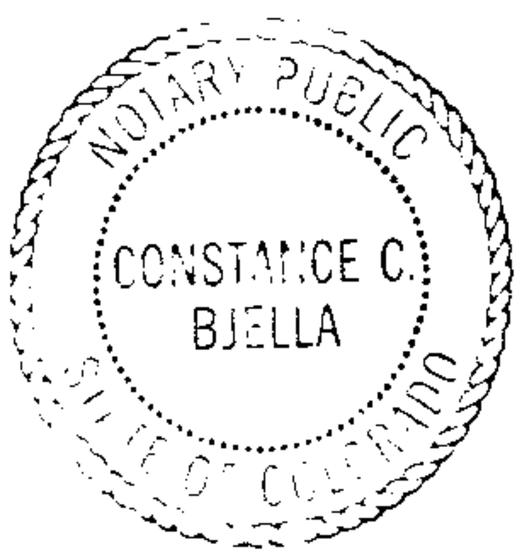
The foregoing Affidavit of Trust was duly executed by Edwina Still, Trustee of the Edwina Still Trust, before me this 10th day of April, 1991.

Witness my hand and official seal.

My Commission expires: 6-8-1994.

Constance C. Bjella
Notary Public

(S E A L)



THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF WILFRED J. O'NEAL, Deceased	Probate No. 1354

FILED
BY: M. M Jensen
APR 15 1991
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

DECREE OF DISTRIBUTION

THIS MATTER comes on for hearing before the Court on the 8th day of April, 1991, 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 Accounting and Consent 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 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

232610
RECORDED April 16 AT 91 11:55A M
IN BOOK SE Misc PAGE 557
FEES $8.00 Mary Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 Petition for Distribution, and all doings of the Personal Representative in the premises; that ANDREW MICHAEL O'NEAL and KENNETH JAMES O'NEAL are each entitled to distribution of a one-half (½) 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 as reflected in the inventory filed herein are hereby declared to be the sole property of and are hereby set over to and vested absolutely in the following named Distributees:

Andrew Michael O'Neal P.O. Box 205 Daniel, WY 83115	Undivided one-half (½) interest
Kenneth James O'Neal 2932 Panorama Crest Escondido, CA 92025	Undivided one-half (½ interest

which property includes all right, title and interest of the decedent in the following described real property:

SE¼SW¼ of Section 2, Township 33 North, Range 111 West of the 6th P.M., Sublette County, Wyoming,
EXCEPTING THEREFROM that certain parcel described in a deed dated January 16, 1984, and recorded January 19, 1984, in Book 24 of Deeds at Page 650.

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 11th day of April, 1991.

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 THE STATE AFORESAID DO HEREBY CERTIFY THE FOREGOING TO BE A FULL, TRUE AND COMPLETE COPY.

SUBLETTE COUNTY

UNIFORM [redacted]RCIAL CODE—STATEMENTS OF TERM[redacted] CONTINUATION, ETC. - WYOMING U.C[redacted]. 10-15-77)

INSTRUCTIONS

1. PLEASE TYPE this form. Do not write in Box 3.
2. If collateral is or will become FIXTURES, or is TIMBER TO BE CUT, or is MINERALS OR OTHER SUBSTANCES OF VALUE WHICH MAY BE EXTRACTED FROM THE EARTH OR ACCOUNTS RESULTING FROM THE SALE THEREOF AT THE WELLHEAD OF MINEHEAD, CHECK ☒ "This Statement is to be filed for record in the Real Estate records" in Box 10. If the debtor does not have an interest of record in the realty, give the name of a record owner of the real estate concerned in Box 10.
3. If the space provided for any item on the form is inadequate, the item should be continued on additional sheets, preferably 5" x 8".
4. Remove Secured Party and Debtor copies, and send 3 copies with interleaved carbon paper still intact to the filing officer.
5. At the time of filing, the filing officer will return third copy as an acknowledgment. If acknowledgment copy is to be returned to other than the Secured Party or Assignee, please enclose a self-addressed envelope.

IMPORTANT—Read instructions above before filling out form.

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

1. Debtor(s) Name and Mailing Address:

Chapel Ranch, Inc.
P.O. Box 4518
Marbleton, WY 83113

2. Secured Party(ies) Name and Address:

First National Bank - Kemmerer
f/k/a Wyoming National Bank Kemmerer
716 Pine Avenue
Kemmerer, Wy 83101

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

232642 [redacted]
SUBLETTE COUNTY, WYOMING
APRIL 17, 1991 10:15 AM
MARY L. LANKFORD, CO CLERK
BY: Carol A. Cheney

4. This statement refers to original Financing Statement bearing File No. U24693
and Book No. 51 Mtg. Page No. 212
Filed with Sublette County Clerk Original Date Filed July 6 19 89

5. TERMINATION. ☐	6. CONTINUATION ☐	7. ASSIGNMENT ☐	8. AMENDMENT XXX ☒	9. RELEASE OF COLLATERAL ☐
The Secured Party of record no longer claims a security interest under the Financing Statement.	The original Financing Statement is still effective.	The Secured Party of record has assigned his rights. The name and address of the assignee and a description of the collateral assigned appear in Box 10.	The Financing Statement is amended as set forth in Box 10. Debtor and Secured Party must sign below.	The Secured Party of record releases the collateral described in Box 10.

10.

REPLACE THE PROPERTY DESCRIBED IN ATTACHED LEGAL MARKED SCHEDULE C.
REPLACE WITH THE PROPERTY DESCRIBED IN ATTACHED LEGAL MARKED SCHEDULE A.

Karyn Black
County of Lincoln
My Commission Expires May 31, 1993
Notary Public
State of Wyoming

Check only if applicable: ☑ This Statement is to be filed for record in the real estate records.

Use whichever signature line is applicable.

By Blaine Thoman (Pres)
Signature(s) of Debtor(s) Blain Thoman (Pres)

FIRST NATIONAL BANK - KEMMERER
By James J. Jolin AVP
Signature(s) of Secured Party(ies)

BB 0262 (3-88)
Form approved by the Secretary of State and the County Clerks and Recorders Association

(1) Filing Officer Copy - Alphabetical
(2) Filing Officer Copy - Numerical
(3) Filing Officer Copy - Acknowledgement
(4) Secured Party Copy
(5) Debtor Copy

FORM 3—UNIFORM COMMERCIAL CODE
MTN STATES LITHO - 603 (10-77)

The land referred to in this Policy is situated in the State of Wyoming County of Sublette and is described as follows:

TOWNSHIP 27 NORTH, RANGE 112 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 3: Lots 8 and 9, S/2NW/4, SW/4 **AND** those parts of Lots 3 and 4 described as follows: All those fractional parts of Lots 3 and 4 described as commencing at a point on the East line of said Lot 3, 325 feet south of the northeast corner of said Lots under what is known as "the old partition fence"; running thence along said fence N.89°W. to the West boundary line of said Lot 4; thence South to the southwest corner of said Lot 4; thence East to the southeast corner of said Lot 3; thence North to the point of beginning **AND** all that fractional part of Lot 5 described as follows: Commencing at a point 1,635 feet south of the Quarter Corner on the north line of said Section 3; running thence East along the partition fence known as the McGinnis and Mickelson fence to the Green River; thence in a southeasterly direction along said Green River to the East and West Quarter line in said Section 3; thence westerly along said East and West Quarter Section line to the center of said Section; thence north to the point of beginning;
Section 4: Lot 1, S/2NE/4, SE/4SW/4, SE/4;
Section 9: Lots 1, 4 and 5, N/2NE/4, SW/4NE/4, NW/4, N/2SW/4, SE/4SW/4, W/2SE/4, **EXCEPTING** those parts of the NW/4 and NW/4SW/4 of said Section 9 included within the Green Valley Acres as set out on the Plat recorded August 17, 1975 in Book 30 of Misc., page 568;
Section 10: Lots 2, 3 and 7;
Section 17: SW/4NE/4, N/2SE/4, SE/4SE/4;

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32, Green Valley Acres, Sublette County, Wyoming as set out on the Plat recorded August 17, 1975 in Book 30 of Misc., page 568.

232643

RECORDED April 17 IN 91 10:15 A M
IN BOOK 58 Misc. PAGE 560
FEES $8.75 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Lily

SCHEDULE C

The land referred to in this Policy is situated in the State of Wyoming County of Sublette and is described as follows:

TOWNSHIP 31 NORTH, RANGE 110 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 20: E/2E/2, SW/4NE/4;
Section 21: Lot 9, NW/4SW/4, S/2SW/4;
Section 27: Lots 2 and 3;
Section 28: Lot 1, SW/4NE/4, E/2W/2, NW/4NW/4, W/2SE/4;
Section 33: NE/4;
Section 34: Lot 3;

TOWNSHIP 31 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 13: S/2NW/4, SW/4;
Section 24: W/2;
Section 25: N/2NW/4;
Section 26: SE/4NE/4, E/2SW/4, SE/4;
Section 35: NE/4, E/2NW/4, NE/4SW/4, N/2SE/4;

AFFIDAVIT

Steven R. Covalt, of 111 South Tejon, Suite 610, Colorado Springs, Colorado, being first duly sworn, hereby swears and affirms from his personal knowledge and acquaintance with L.B. Maytag and Lewis B. Maytag, Jr., that Lewis B. Maytag, Jr., one of the Grantees in a Quitclaim Deed recorded June 18, 1962, in Book 3 of Quitclaim Deeds, Page 389, of Sublette County, Wyoming, is the same person as L.B. Maytag, one of the Grantors in Trustee's Deed recorded December 15, 1969 in Book 14 of Deeds, Page 461, of the same County.

FURTHER AFFIANT SAYETH NOT.

Steven R Covalt
STEVEN R. COVALT

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 4th day of February, 1991, by Steven R. Covalt.

WITNESS MY HAND AND OFFICIAL SEAL.

Marlys R. Bucek
Notary Public
111 South Tejon, Ste. 601
Colorado Springs, CO 80903

My Commission Expires:
April 23, 1992

232645

RECORDED April 17 IN 91 11:00 A M
IN BOOK 58 Misc. PAGE 562
FEES $ Fee Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

c:\wp\bnw\1142\covalt.aff
January 31, 1991 -- sji

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 16th day of April, 1991, between FOOTHILLS DEVELOPMENT CO., INC., a Wyoming corporation, as Seller, and THOMAS H. BRANNAN and VIVIAN I. BRANNAN, husband and wife, 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), 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.

Buyers' address for tax purposes is 417 I. Street, Rock Springs, WY 82901.

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

DATED this 16th day of April, 1991.

ATTEST:

SEAL

SECRETARY

SELLER:
FOOTHILLS DEVELOPMENT CO., INC.,
a Wyoming corporation:

BY: _____
JOHN M. SULENTA, President

DATED this 8th day of April, 1991

232649

RECORDED April 17 1991 1:15 P.M.
IN BOOK 58 Misc. PAGE 563
FEES $6.00 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Mary Riley

BUYERS:

_____
THOMAS H. BRANNAN

_____
VIVIAN I. BRANNAN

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum of 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 10th day of April, 1991.

WITNESS my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commision Expires:

Notary Public
State of
Wyoming
Dec. 12, 1994

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/94

STATE OF WYOMING)
) ss.
COUNTY OF Sweetwater)

The foregoing **Memorandum of Agreement** was acknowledged before me by THOMAS H. BRANNAN and VIVIAN I. BRANNAN, this 29 day of April, 1991.

WITNESS my hand and official seal.

NOTARY PUBLIC * STATE OF

Barbara E. Erickson
NOTARY PUBLIC

My Commission Expires: June 28, 1994

565

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

ALSADE LIMITED, a Wyoming corporation,

Plaintiff,

vs.

JOSEPH R. GOLLAHER,

Defendant.

Civil Action No.5160

FILED
BY: [signature]
APR 17 1991
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

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 Defendant 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 29th day of January 1991; that the cause is one of the actions enumerated in Rule 4(e), Wyoming Rules of Civil Procedure, in that it is an action brought for the purpose of obtaining a decree declaring, determining and establishing the rights and interests of the Plaintiff and Defendant in certain real property hereinafter described located in Sublette County, Wyoming; that service of Summons issued out of this Court was duly and regularly made by publication upon the Defendant to the action.

That the Defendant has failed in any manner to answer Plaintiff's Summons served and published as aforesaid, or otherwise appear, and the time for answering by the said Defendant having expired, the default of said Defendant has 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 Defendant in and to the real property and interests set out in said Complaint and hereinafter described and to Quiet Title against the claims of the Defendant herein and that no reason exists why judgment should not now be entered against the said Defendant, the Court now being fully advised in the premises finds generally for the Plaintiff and against the Defendant 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 Defendant has 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 Defendant has no claim whatsoever to any right, title interest or estate in the lands hereinafter described.

2. That Plaintiff, ALSADE LIMITED, a Wyoming corporation, is the true and lawful owner of all the real property and premeises described as:

232659

RECORDED April 18 AD 91 1:30 P M
IN BOOK 58 Misc. PAGE 565
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: [signature]

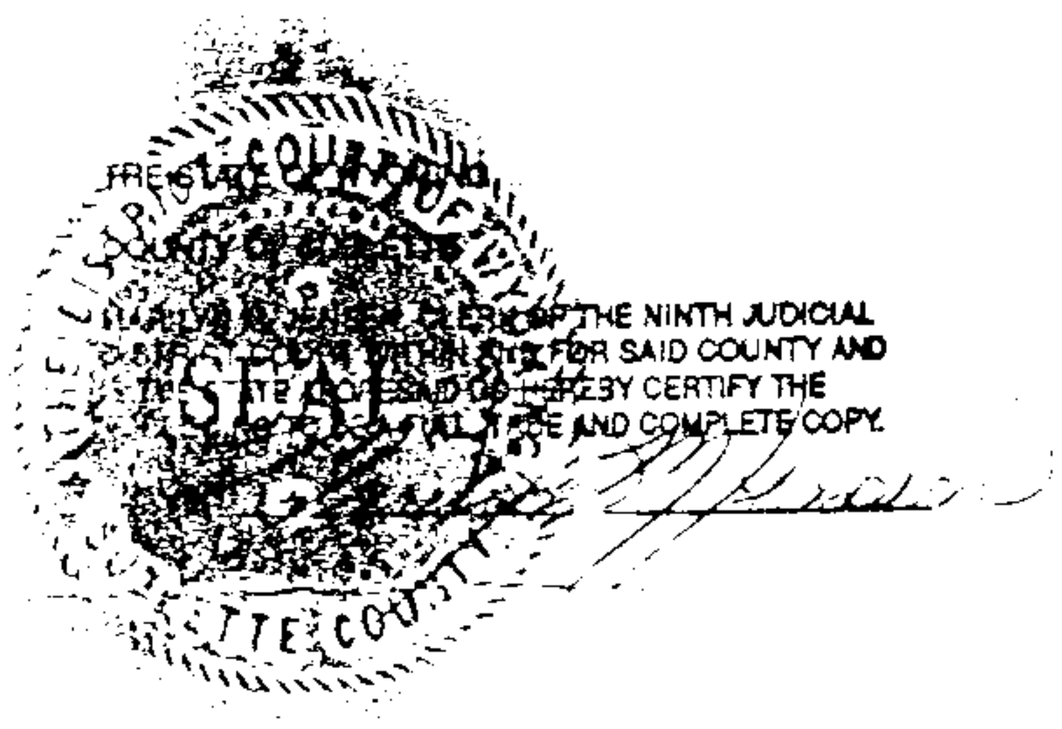
Lot Twenty-nine (29), Alsade First Subdividion, Sublette county, Wyoming as the same appears on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;

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 Defendant and any others claiming any interest therein by or through said Defendant.

4. That the Defendant is hereby forever enjoined and barred from setting up any right, title, interest, estate, or claim in or to the aforedescribed real property.

DATED this 15 day of April, 1991.

ELIZABETH A. KAIL
Judge of the District Court



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 she is a resident of the Town of Pinedale, County of Sublette, 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 situate in the County of Sublette and State of Wyoming, to-wit:

> Lot No. 4 of the Wild Horse Subdivision as said subdivision appears on the plat and map thereof approved by the Board of County Commissioners of Sublette County, Wyoming on the 6th day of August, 1980, and on file and of record in the Office of the Sublette County Clerk of Sublette County, Wyoming, together with all buildings, fences and improvements situate thereon or appurtenant thereto;

3-

That by Deed of Administrator dated the 20th day of May, 1977, filed for record in the Office of the Sublette County Clerk of Sublette County, Wyoming, on the 31st day of May, 1977, and recorded in Book 19 of Deeds of said office at page 242, The Rock Springs National Bank, the duly appointed, qualified and acting administrator of the estate of John A. Coppes, also known as John Coppes, deceased, as grantor, did grant, bargain, sell and convey and deliver unto V. L. Looney and Patricia E. Looney, husband and wife, as tenants by the entireties, all of the right, title, interest and estate of said decedent, John A. Coppes, in and to the above described real estate and premises;

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.

232660

RECORDED April 18 19 91 1:40 P M
IN BOOK 58 Misc. PAGE 567
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

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;

7-

That attached hereto is a copy of the official death certificate of Vernon L. Looney Jr., certified by the public authority wherein such original death certificate is a matter of record and that said Vernon L. Looney Jr., who is named in said death certificate is one and the same person as V. L. Looney named in the aforesaid warranty deed as a grantee with Patricia E. Looney, this affiant;

8-

That this affiant is one and the same person as Patricia E. Looney, grantee with V. L. Looney in the aforementioned warranty deed.

Patricia E Looney
Patricia E. Looney

Subscribed in my presence and sworn to before me this 18th day of April, 1991.

Notary Public

My commission expires:

STEVEN MACKEY
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
June 22, 1992

564

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

86-000980

LOCAL FILE NUMBER 01586 — STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT INK. FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT'S NAME: FIRST VERNON — MIDDLE L. — LAST LOONEY Jr.
2. SEX: MALE
3. DATE OF DEATH (Mo., Day, Yr.): APRIL 27, 1986
4a. RACE: WHITE
4b. ORIGIN OR DESCENT: IRISH/SCOTCH/ NORW
5a. AGE-Last Birthday (Yrs.): 56
5b. UNDER 1 YEAR — MOS.
5c. UNDER 1 DAY — HOURS / MINS
6. DATE OF BIRTH (Mo., Day, Yr.): DECEMBER, 27, 1929
7a. PLACE OF DEATH (Name of hospital, nursing home, or other institution; if not in one give street and number): 12 MI. WEST HWY 191 ON COUNTY 354
7b. COUNTY OF DEATH
7c. CITY, TOWN OR LOCATION OF DEATH: RURAL DANIEL
7d. SUBLETTE
8. STATE OF BIRTH (If not in U.S.A. name country): WYOMING
9. CITIZEN OF WHAT COUNTRY: U.S.A.
10. MARITAL STATUS (Married, Never Married, Widowed, Divorced): MARRIED
11. SURVIVING SPOUSE (If wife, give maiden name): PATRICIA ELLIS
12. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify Yes or No): YES
13. SOCIAL SECURITY NUMBER: 728-01-9876
14a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): RANCHER/REAL ESTATE
14b. KIND OF BUSINESS OR INDUSTRY: CATTLE/REAL ESTATE
15a. RESIDENCE STATE: WYOMING
15b. COUNTY: SUBLETTE
15c. CITY, TOWN OR LOCATION: PINEDALE
15d. STREET AND NUMBER: BOX 322
15e. INSIDE CITY LIMITS? (Specify Yes or No): NO

DEATH OCCURRED IN INSTITUTION - SEE HANDBOOK REGARDING COMPLETION OF RESIDENCE ITEMS

PARENTS

16. FATHER'S NAME: FIRST VERNON. — MIDDLE L. — LAST LOONEY
17. MOTHER'S MAIDEN NAME: FIRST CAPTOLA — MIDDLE M. — LAST AUS

DISPOSITION

18a. INFORMANT — NAME (Type or Print): PATRICIA LOONEY
18b. MAILING ADDRESS: BOX 322 — STREET OR R.F.D. NO. — CITY OR TOWN: PINEDALE — STATE: WYO. — ZIP: 82941
19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify): BURIAL
19b. DATE (Mo., Day, Yr.): APRIL, 30, 86
19c. CEMETERY OR CREMATORY — NAME: PINEDALE
19d. LOCATION — CITY OR TOWN: PINEDALE — STATE: WYOMING
20a. FUNERAL SERVICE LICENSEE OR Person Acting As Such (Signature): [signature] — NUMBER: 337
20b. NAME OF FACILITY: HUDSON'S FUNERAL HOME 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 examination and/or investigation in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title): [signature] CORONER
22b. DATE SIGNED (Mo., Day, Yr.): APRIL, 28, 1986
22c. HOUR OF DEATH: APROX. 7:30 A.M.
22d. PRONOUNCED DEAD (Mo., Day, Yr.): ON APRIL 27, 1986
22e. PRONOUNCED DEAD (Hour): AT 9:47 A.M.

23. REGISTRAR: [signature] J. T. JOHNSTON MD. PINEDALE, WYO. 82941
24a. 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. Cardiac arrest Natural
DUE TO OR AS A CONSEQUENCE OF
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.

26. AUTOPSY (Specify Yes or No): NO
27. WAS CASE REFERRED TO CORONER (Specify Yes or No): YES

28a. ACCIDENT, SUICIDE, HOMICIDE, UNDETERMINED OR PENDING 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

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)

APR 29 1986
8 1986

Division of Health and Medical Services—Vital Records Services

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 5, 1987

[signature]
Deputy State Registrar

AFFIDAVIT

232662

RECORDED April 18 AT 9:45 P.M.
IN BOOK 58 Misc. PAGE 570
FEES $8.00 Mary L. Lankford COUNTY CLERK
[redacted]LETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

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, 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 situate in the County of Sublette and State of Wyoming, to-wit:

> Lot No. 5 of the Wild Horse Subdivision as said subdivision appears on the plat and map thereof approved by the Board of County Commissioners of Sublette County, Wyoming on the 6th day of August, 1980, and on file and of record in the Office of the Sublette County Clerk of Sublette County, Wyoming, together with all buildings, fences and improvements situate thereon or appurtenant thereto;

3-

That by Deed of Administrator dated the 20th day of May, 1977, filed for record in the Office of the Sublette County Clerk of Sublette County, Wyoming, on the 31st day of May, 1977, and recorded in Book 19 of Deeds of said office at page 242, The Rock Springs National Bank, the duly appointed, qualified and acting administrator of the estate of John A. Coppes, also known as John Coppes, deceased, as grantor, did grant, bargain, sell and convey and deliver unto V. L. Looney and Patricia E. Looney, husband and wife, as tenants by the entireties, all of the right, title, interest and estate of said decedent, John A. Coppes, in and to the above described real estate and premises;

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;

7-

That attached hereto is a copy of the official death certificate of Vernon L. Looney Jr., certified by the public authority wherein such original death certificate is a matter of record and that said Vernon L. Looney Jr., who is named in said death certificate is one and the same person as V. L. Looney named in the aforesaid warranty deed as a grantee with Patricia E. Looney, this affiant;

8-

That this affiant is one and the same person as Patricia E. Looney, grantee with V. L. Looney in the aforementioned warranty deed.

Patricia E. Looney

Subscribed in my presence and sworn to before me this 18th day of April, 1991.

Notary Public

My commission expires:

STEVEN MACKEY
Notary Public
County of Sublette
State of Wyoming
My Commission Expires June 22, 1992

STATE OF WYOMING

DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 01586

TYPE OR PRINT IN PERMANENT INK. FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. NAME — FIRST: VERNON; MIDDLE: L.; LAST: LOONEY Jr.
2. SEX: MALE
3. DATE OF DEATH: APRIL, 27, 1986
4a. RACE: WHITE
4b. ORIGIN OR DESCENT: IRISH/SCOTCH/ NORW
5a. AGE: 56
5b. MOS: 5c. HOURS: 6. DATE OF BIRTH: DECEMBER, 27, 1929
7a. PLACE OF DEATH: 12 MI. WEST HWY.191 ON COUNTY 354
7b.
7c. CITY, TOWN OR LOCATION OF DEATH: RURAL DANIEL
7d. COUNTY OF DEATH: SUBLETTE
8. STATE OF BIRTH: WYOMING
9. CITIZEN OF WHAT COUNTRY: U.S.A.
10. MARRIED, NEVER MARRIED OR MARRIAGE ANNULLED: MARRIED
11. SURVIVING SPOUSE: PATRICIA ELLIS
12. WAS DECEDENT EVER IN U.S. ARMED FORCES?: YES
13. SOCIAL SECURITY NUMBER: 728-01-9876
14a. USUAL OCCUPATION: RANCHER/REAL ESTATE
14b. KIND OF BUSINESS OR INDUSTRY: CATTLE/REAL ESTATE
15a. RESIDENCE STATE: WYOMING
15b. COUNTY: SUBLETTE
15c. CITY OR TOWN: PINEDALE
15d. STREET AND NUMBER: BOX 322
15e. INSIDE CITY LIMITS?: NO

DEATH OCCURRED IN INSTITUTION - SEE HANDBOOK REGARDING COMPLETION OF RESIDENCE ITEMS

PARENTS

16. FATHER'S NAME — FIRST: VERNON.; MIDDLE: L.; LAST: LOONEY
17. MOTHER'S MAIDEN NAME — FIRST: CAPTOLA; MIDDLE: M.; LAST: AUS
18a. INFORMANT'S NAME: PATRICIA LOONEY
18b. MAILING ADDRESS: BOX 322 PINEDALE WYO. 82941

DISPOSITION

19a. BURIAL, CREMATION, REMOVAL, OTHER: BURIAL
19b. DATE: APRIL,30,86
19c. CEMETERY OR CREMATORY NAME: PINEDALE
19d. LOCATION — CITY OR TOWN, STATE: PINEDALE WYOMING
20a. FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH — NAME AND ADDRESS: [signature] Lic. 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. [signature]
21b. DATE SIGNED: APRIL, 28,1986
21c. HOUR OF DEATH: APROX, 7:30 A. M
21d. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER): J. T. JOHNSTON MD. PINEDALE, WYO. 82941

To be Completed by CORONER Only

22a. [signature] CORONER
22b. DATE SIGNED: APRIL, 28,1986
22c. TIME OF DEATH: APPOX. 7:30 P. M
22d. ON APRIL,27,1986
22e. AT 9:47 A. M

CAUSE OF DEATH

23. REGISTRAR: [signature]
24a. DATE RECEIVED BY REGISTRAR: 24b. APRIL 28,1986
25. MEDICAL CERTIFICATION: ENTER ONLY ONE CAUSE PER LINE FOR a, b, AND c.

PART I

a. DUE TO OR AS A CONSEQUENCE OF: Cardiopulmonary Arrest Accident
b. DUE TO OR AS A CONSEQUENCE OF:

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

PART II — OTHER SIGNIFICANT CONDITIONS — Conditions contributing to death but not related to terminal illness or condition in Part I

26. AUTOPSY (Yes or No): NO
27. WAS CASE REFERRED TO CORONER (Yes or No): YES
28a. ACCIDENT, SUICIDE, HOMICIDE, UNDETERMINED, OR PENDING INVESTIGATION (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:

MAR 29 1986
MAY 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

State of DELAWARE

Office of SECRETARY OF STATE

I, Michael Harkins, Secretary of State of the State of Delaware,

do hereby certify that the attached is a true and correct copy of

Certificate of Amendment

filed in this office on December 24, 1990

232686

RECORDED Apr. 22 19 91 1:00 P M
IN BOOK 58 Misc. PAGE 573
FEES $.6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

Michael Harkins
Michael Harkins, Secretary of State

BY: M A Chapman

DATE: January 10, 1991

Form 130

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

TEXACO PRODUCING INC.

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is

TEXACO PRODUCING INC.

2. The certificate of incorporation of the Corporation is hereby amended by striking out Article First thereof and by substituting in lieu of said Article the following new Article:

"1. The name of the corporation is

TEXACO EXPLORATION AND PRODUCTION INC."

3. The amendment of the Certificate of Incorporation herein certified has been duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

Signed and attested to on December 21, 1990.

By: J. A. Hewitt
J. A. Hewitt
Vice President

Attest:

R. E. Koch
R. E. Koch
Assistant Secretary

CERTIFICATE OF RECORD

STATE OF ARKANSAS,
County of NEVADA } SS.

I, LOUISE HAYNIE, Clerk of the Circuit Court and Ex-Officio Recorder for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 5TH day of APRIL A. D. 19 91 at 10:45 A. M. and the same is now duly recorded, with the acknowledgment and certificate thereon, in Record Book No. 425 Page 44

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 5TH day of APRIL A. D. 19 91

LOUISE HAYNIE Clerk

By: Deputy Clerk

575

232687

RECORDED April 22 19 91 1:00 PM
IN BOOK 58 Misc. PAGE 575
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

AGREEMENT

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

This agreement and conveyance is made and entered into this 15th day of March, 1991, to be effective the 1st day of January, 1991, and is by and between TEXACO INC., a Delaware corporation, whose address is P. O. Box 2100, Denver, Colorado 80201, hereinafter referred to as "Assignor," and TEXACO EXPLORATION AND PRODUCTION INC., a Delaware corporation, whose address is P. O. Box 2100, Denver, Colorado 80201, hereinafter referred to as "Assignee."

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has assigned, transferred, sold and conveyed, and does hereby assign, transfer, sell and convey unto Assignee, its successors and assigns, all Assignor's right, title, and interest in and to all of its lands, leases and interests located in Sublette County, Wyoming, including, but not limited to, the following:

(1) all oil, gas and other mineral properties, rights and undivided interests, including, but not limited to, leasehold, fee, mineral, royalty and overriding royalty interests, payments out of production, net profits, and other rights, including contractual rights to production, and contractual rights providing for the acquisition or earning of any such interest, directly owned by Assignor in whole or in part, hereinafter referred to as "Properties,"

(2) all gas processing facilities, sulphur recovery facilities, gas treating or cleaning facilities, natural gas liquids fractionation facilities, and natural gas liquid storage facilities, together with all gas gathering, compression, booster, and other systems and natural gas liquids pipelines serving said facilities, directly owned by Assignor in whole or in part, hereinafter referred to as "Gas Plants,"

(3) all real, personal and mixed property located on the Properties or Gas Plants sites or used in the operation thereof (whether located on or off such Properties or Gas Plants sites), directly owned or leased by the Assignor in whole or in part, including, without limitation, wells, well equipment, casing, tanks, crude oil, natural gas liquids, condensate or products in storage or in pipelines, boilers, buildings, office furniture, warehouses, yards, tubing, pumps, motors, platforms, shore bases, boats, automotive and other vehicular equipment, radios, fixtures, machinery and other equipment, pipelines, gathering systems, power lines, telephone and telegraph lines, roads, field separation and processing facilities, and all other improvements used in the operation thereof,

(4) (a) all rights, privileges, benefits and powers (including, without limitation, permits licenses, servitudes, easements, and rights-of-way) conferred upon the Assignor with respect to the use and occupation of the surface of, and the sub-surface depths under, the land covered by and benefitting their respective Properties and Gas Plants sites which may be necessary, convenient or incidental to the possession and enjoyment thereof,

(b) all rights in respect of any pooled or unitized acreage by virtue of any Property being a part thereof, including all production from the pool or unit allocated to any such Property and all interest in any wells within the unit or pool associated with such Property, (c) all rights, options, titles and interests of the Assignor and granting the Assignor the right to obtain or otherwise earn interests with respect to its Properties whether by drilling wells, causing wells to be drilled, payments of money or otherwise, and (d) all tenements, hereditaments and appurtenances belonging to such Properties and Gas Plants,

(5) all gas and natural gas liquids division and transfer orders, gas purchase and sale contracts, natural gas liquids exchange, purchase and sale contracts, natural gas liquids exchange, purchase and sale agreements, surface leases, farmin agreements, farmout agreements, bottom hole agreements, unit agreements, processing agreements, options, lease of equipment or facilities and other contracts, agreements and rights, which are owned by the Assignor, in whole or in part and are (a) appurtenant to the Properties or the Gas Plants, or (b) used or held for use in connection with the ownership or operation of the Properties or the Gas Plants or with the production, sale or disposal of water, hydrocarbons or associated substances,

(6) all other property directly owned or leases by Assignor in whole or in part, whether or not specifically described herein, which is carried by Assignor on its books and records as an exploration or production asset.

Assignor hereby binds itself, its successors and assigns to specially warrant title to the said properties, assets and rights unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof occurring or arising out of occurrences or omissions by, through or under Assignor, but not otherwise.

TEXACO INC.

J. K. Hendrickson
Attorney-in-Fact

STATE OF COLORADO
CITY and
COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 11th day of April, 1991, by J. K. Hendrickson, the Attorney-in-Fact for Texaco Inc., a Delaware corporation.

Witness my hand and official seal.

CYNTHIA L. FJELSTUL NOTARY PUBLIC STATE OF COLORADO

Cynthia L. Fjelstul
Notary Public
8170 S. Fillmore Way
Littleton, Colorado 80122

My Commission expires:
March 15, 1992

(WY)

Right-of-Way Easement

KNOW ALL MEN BY THESE PRESENTS: ELWOOD A. MEYERS and VIRGINIA L. MEYERS, husband and wife of the County of Garland and State of Arkansas, hereinafter referred to as "grantor," for and in consideration of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the County of Sublette, State of Wyoming, hereinafter referred to as "grantee," the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described lands situate in the County of Lincoln and State of Wyoming, to-wit:

REDSTONE NEW FORK RIVER COUNTY ROAD NO. 23-204

See attached EXHIBIT "A"

232698

RECORDED April 23 1991 8:15 A M
IN BOOK 58 Misc. PAGE 577
FEES $N/C Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mar Riley

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

Grantor also grants the right of ingress and egress to and from said lands for any and all purposes necessary and incidental to the exercise, by the Grantee and the public, of the rights granted under this conveyance; including but not limited to, the right of corporations organized under the laws of this State or of any other State or of the United States 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);

Grantee agrees to maintain culverts of suitable size across such ditches and laterals of Grantor as necessary for proper operation of irrigation systems and in the case of new construction, the grantee agrees to construct culverts of suitable size across such ditches and laterals of Grantor as necessary for proper operation of the irrigation systems.

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

WITNESS OUR HANDS hereto this 15 day of March, 1991.

Elwood A. Meyers

Virginia L. Meyers

THE STATE OF ~~WYOMING~~ Arkansas)
COUNTY OF ~~SUBLETTE~~ Garland) SS.

The foregoing instrument was acknowledged before me by Elwood A. Meyers and Virginia L. Meyers, this 15 day of April, 1991.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: March 1, 2001

EXHIBIT "A"

DESCRIPTION FOR COUNTY OF SUBLETTE

FOR EASEMENT ACROSS LOT 6 OF

REDSTONE NEW FORK RIVER SUBDIVISION

To-wit:--

That part of Lot 6 of the Redstone New Fork River Subdivision of record in the Office of the Clerk of Sublette County within the SE¼SW¼NW¼ of Section 5, T33N, R109W, Sublette County, Wyoming, described as follows:

BEGINNING at the point of intersection of a southerly right of way line and a westerly right of way line of the Redstone New Fork River Road within said Lot 6;

thence S00°-16'-35"W, 91.6 feet along said westerly right of way line to a point;

thence N50 -28.2'W, 144.51 feet to a point on said southerly right of way line;

thence S89°-48'-22"E, 111.9 feet along said southerly right of way line to the POINT OF BEGINNING;

each "point" marked by a 3/8" x 12" steel spike;

ENCOMPASSING an area of 0.118 acre, more or less;

all in accordance with the plat prepared to be filed in said Office titled: "PLAT TO ACCOMPANY APPLICATIONS FOR RIGHT OF WAY FROM THE UNITED STATES OF AMERICA AND PRIVATE EASEMENTS for REDSTONE NEW FORK RIVER COUNTY ROAD NO. 23-204 SUBLETTE COUNTY, WYOMING", da 16 February 1988.

Jon L. Scherbel

30 November 1988

Jon N. Scherbel
Registered Land Surveyor No. 64
Leon A. Scherbel
Registered Land Surveyor No. 3889
Marlowe A. Scherbel
Registered Land Surveyor No. 5068
SURVEYOR SCHERBEL LTD
Big Piney, Wyoming 83113
Jackson, Wyoming 83001
Alpine, Wyoming 83110

Modification or any use of the foregoing description terminates liability of the surveyor.

1120115.gnt
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-120115

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

232707

2. Nature of Interest:

RECORDED Apr 23 1991 1:40 PM
IN BOOK 58 Misc. PAGE 579
FEES Rec May L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By Mary Riley

a. By this instrument, the holder:

East Fork Livestock, Inc.
Box 74
Boulder, WY 82923

receives a right to construct, operate, maintain, and terminate an two track/jeep type trail access, on public lands described as follows:

T. 31 N., R. 107 W.
Sec: 3, SESE;
Sec. 10, NENE.
6th PM, Sublette County, WY

b. The right-of-way or permit area granted herein is 15 feet wide, 1,584 feet long and contains .50 acres, more or less.

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

d. This instrument may be renewed. If renewed, the right-of-way 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.

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

3. Rental:

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

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 part 2800.

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 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 Exhibits A and B, dated April 16, 1991, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

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

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

WYW-120115

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

Joel E Bousman, Pres
(Signature of Holder)

David E. Harper
(Signature of Authorized Officer)

Eastfork Livestock, Inc.
(Title)

For the Area Manager
(Title)

April 22, 1991
(Date)

April 22, 1991
(Effective Date of Grant)

State of Wyoming)
County of Sublette)

The foregoing instrument was acknowleged before me by Joel Bousman this 22nd day of April, 1991, witness my hand and official seal.

Grace Jensen
Notary Public

My Term Expires 10/18/93

State of WY)
County of Sublette)

The foregoing instrument was acknowleged before me by ~~Joel Bousman~~ David E. Harper 4/23/91 this 22nd day of April, 1991, witness my hand and official seal.

Grace Jensen
Notary Public

My term expires 10/18/93

To Boulder

H. Hles

T. bbals

Bousman

Creek

T 32 N
T 31 N

RIVER

1584' 2151
.5 mile

East Fork River

Exhibit A
WYW-120115
April 16, 1991

T 31 N
Fremont
7.5 qu

RECEIVED
APR 9 19
PINEDALE RESOURCE
AREA OFFICE

Exhibit B
W-120115
April 16, 1991

1. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

2. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

3. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

4. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan(s) of development (which is the application) which was (were) approved and made part of the grant on April 16, 1991. Any relocation, additional construction, or use that is not in accord with the approved plan(s) of development, shall not be initiated without the prior written approval of the authorized officer. A copy of the complete right-of-way grant, including all stipulations and approved plan(s) of development, shall be made available on the right-of-way area during construction, operation, and termination to the authorized officer. Noncompliance with the above will be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

IN THE DISTRICT COURT OF SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT 232708

RECORDED Dec 23 1991 2:56 PM
IN BOOK 58 Misc PAGE 584
FEES Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: [illegible]

ANNE E. GRIFFITH,

Plaintiff,

vs.

THOMAS G. GRIFFITH,

Defendant.

Civil Action No. 5097

FILED
BY: [illegible]
DEC 12 1990
MARILYN M. [illegible]
CLERK OF DISTRICT COURT
PINEDALE, WYO.

DECREE AND ORDER FOR CHILD CUSTODY, SUPPORT AND ALIMONY

THE ABOVE-CAPTIONED matter having come on for hearing before the Court, sitting without a jury, on November 20, 1990, upon the Plaintiff's Motion for Default Judgment, and the Plaintiff appearing in person and with her attorney, Jeffrey A. Tennyson, and the Defendant having failed to appear, and the Court having heard the evidence with regard to all issues in this case and having heard the argument of counsel and being otherwise fully advised in the premises;

The Court makes the following findings of fact and conclusions of law:

1. Plaintiff, Anne E. Griffith, resided in the State of Wyoming for more than 60 days immediately preceding the filing of her Complaint on June 27, 1990, and at the time of the filing of the Complaint was a resident of Sublette County, Wyoming.

2. Plaintiff and Defendant were married to each other on December 6, 1980, in Austin, Texas.

3. One minor child has been born as issue of the parties' marriage, to wit: James Thomas Griffith, born June 6, 1988.

4. At the time of the parties' marriage, Plaintiff was a named beneficiary under two separate trusts in her maiden name of Anne Elizabeth Soutar and during the course of the parties' marriage Plaintiff received over Ninety Thousand Dollars ($90,000.00) from these trusts, the last payment of which she received in December of 1989.

5. The parties have been separated since the Spring of 1988 when the Defendant moved out of the State of Wyoming to reside and work. Since March of 1990, the Defendant has failed and refused to make any contributions or payments to Plaintiff for child support, alimony, or toward the parties' joint liabilities and debts, described herein.

6. Irreconcilable differences have arisen in the marital relationship between the parties which entitles the Plaintiff to an absolute decree of divorce under the laws of the State of Wyoming.

7. It is in the best interest of the minor child, James Thomas Griffith, to award Plaintiff the custody and care of said child, subject to the Defendant's reasonable rights of visitation.

8. During the course of their marriage, the parties have incurred numerous debts and liabilities for which the parties are jointly and severely responsible. Evidence of those debts and liabilities were presented to the Court and the Court finds them to be as follows:

(a)	$13,525.00	Key Bank of Wyoming, Big Piney, Wyoming Loan secured by parties' greenhouse.
(b)	$ 1,930.28	St. John's Hospital Medical bills for birth of child
(c)	$ 559.78	Dr. Richard Sugden Medical bills for birth of child
(d)	$ 250.00	Animal Clinic of Pinedale Veterinary services.
(e)	$ 248.75	Spiegel Company Charge account.
(f)	$ 1,200.00	Richard Mulligan, Attorney a Law, Jackson, Wyoming Attorney's fees incurred by parties defending forfeiture proceedings on real property.
(g)	$ 6,000.00	Ford Motor Credit Corp. Deficiency judgment after repossession of Defendant's Ford Bronco.
$ 23,713.80		TOTAL JOINT LIABILITIES

9. During the course of their marriage, the parties have acquired certain real property which is subject to the jurisdiction of this Court. The parties own a parcel of real property generally described as 5.133 acres, more or less, located 11 1/2 miles west of Boulder, Wyoming, and which is more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference.

This property is owned by the parties free and clear from debts or mortgages, and has been recently appraised with the value of $70,000.00. The evidence shows that this property was retained by the parties after a foreclosure action was begun against the parties' original parcel of land which exceeded 72 acres, including the above-described parcel, in Sublette County. The Plaintiff by and through the parties' attorney, Richard Mulligan, Attorney at Law, ultimately resolved and settled the foreclosure action by giving up the vast majority of the parties' property and retaining the 5.133 acres in question and the parties' home, free from debts and incumberances.

10. During the course of their marriage, the parties have acquired certain personal property which is subject to the jurisdiction of this Court. The parties have previously divided all such personal property.

11. On July 6, 1990, upon the Plaintiff's Motion for Temporary Support and Alimony, this Court entered an Order requiring the Defendant to pay to the Clerk of the District Court the following sums on the 10th day of July and the same day of each consecutive month thereafter until the final decree was entered in this matter:

A. $300.00 per month for the support and maintenance of the parties' minor child;

B. $200.00 per month in alimony to Plaintiff; and

C. $750.00 per month to Plaintiff to be used toward the parties' joint liabilities.

The Defendant has failed or refused to make any of the payments whatsoever under this Order.

12. On September 30, 1990, the Defendant was personally served in Sublette County, Wyoming, with an original Summons and

a copy of the Complaint, Motion for Temporary Support and Alimony, and this Court's Order granting temporary relief. The Defendant has failed to answer or otherwise defend the allegations in Plaintiff's Complaint, and the Court finds that the Clerk of this Court properly entered a default against the Defendant on the 24th day of October, 1990.

13. Plaintiff lacks sufficient training and education to earn sufficient income to maintain the household consisting of herself and her minor child. Although the current employment of the Defendant is unknown due to the Defendant's evasiveness, the Court notes the evidence that the Defendant has earned substantial wages in the recent past as a construction foreman, earning $15.00 to $22.00 per hour.

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

1. Plaintiff is hereby awarded a decree of absolute divorce dissolving her marriage to Defendant.

2. Plaintiff is awarded custody of the parties' minor child, James Thomas Griffith, subject to the Defendant's rights of reasonable visitation.

3. Plaintiff is awarded the parcel of real property owned by the parties herein, as is more particularly described in Exhibit A hereto, and she will be solely responsible for all taxes, liabilities, insurance and debts currently levied against said property or to be levied in the future. This real property will hereinafter be treated as the sole and separate property of Plaintiff and this Order shall be filed with the County Clerk of Sublette County as evidence of said ownership.

4. Plaintiff shall retain as her sole and separate property hereinafter the greenhouse located on the parties' real property described above and she shall be solely responsible for all mortgages, debts, insurance and taxes on said greenhouse, including the debt set forth in Paragraph 8(a) above.

5. The parties shall each retain the personal property currently in his or her respective possession and neither party shall

attempt to interfere with the rights of possession and use of said personal property in the hands of the other.

6. The Defendant shall immediately pay to Plaintiff the sum of $5,094.40, which equals one half of the joint debts of the parties as set forth in Paragraph 8 above, excluding the mortgage and debt related to the parties' greenhouse, as set forth in Paragraph 8(a).

7. The Defendant shall pay to the Plaintiff the sum of $650.00 per month for the support and maintenance of the parties' minor child, James Thomas Griffith, the first such payment to made on or before the 20th day of December, 1990, and like payments to be made on or before the same day of each month thereafter until the minor child reaches the age of majority or is legally emancipated. The Defendant shall also pay immediately to the Plaintiff the sum of $1,500.00 for past temporary child support and maintenance payments pursuant to this Court's Order entered July 6, 1990, requiring payments of $300.00 per month for July through November, 1990. All such child support payments are to be made through the Clerk of the District Court, P.O. Box 292, Pinedale, Wyoming 82941.

8. The Defendant shall pay to Plaintiff the sum of $300.00 per month in alimony for ten (10) consecutive months from the date hereof, the first such payment to be made on or before the 20th day of December, 1990, and like payments to be made on or before the same day of each month thereafter, until September, 1991, inclusive. All such alimony payments are to be made through the Clerk of the District Court, P.O. Box 292, Pinedale, Wyoming 82941.

9. Defendant shall pay immediately to Plaintiff the sum of Twenty-Five Hundred Dollars ($2,500.00) for Plaintiff's attorney fees and costs in this matter.

10. The parties shall comply with the provisions of §20-6-201 through §20-6-222, W.S. 1977, as amended, to provide for child support as herein ordered, and that any employer of the Defendant, Thomas G. Griffith, shall withhold income due to Thomas G. Griffith and remit the same to the Clerk of the District Court as may be specified in any notices received by any such employer from the Clerk of the District Court. The withholding of said income shall

commence: (1) upon voluntary application by Thomas G. Griffith; or (2) subsequent to the filing of a notice of delinquency by the Plaintiff, Anne E. Griffith, or assignee, as provided in the above-cited statutes.

11. The parties shall, pursuant to Section 20-2-113, W.S. 1977, as amended, notify the Clerk of this Court in writing within 15 days of any changes in address or employment. The Plaintiff's current address is Anne E. Griffith, P.O. Box 115, Boulder, Wyoming 82923, and her current employment is Pinedale Roundup Newspaper. The Defendant's last known address is Thomas C. Griffith, P.O. Box 72, Trona, California.

12. The Defendant shall immediately notify the Clerk of this Court of his current address and employment.

13. A certified copy of this Decree and Order shall be mailed by Plaintiff to Defendant at his last known address.

DATED this 11th day of December, 1990.

BY THE COURT:

Honorable D. Terry Rogers
District ~~Court~~ Judge

THE STATE OF WYOMING
COUNTY OF SUBLETTE
MARILYN E. JENSEN, CLERK OF THE NINTH JUDICIAL DISTRICT WITHIN AND FOR SAID COUNTY AND THE STATE OF AFORESAID DO HEREBY CERTIFY THE FOREGOING TO BE A FULL, TRUE AND COMPLETE COPY.
SIGNED
SUBLETTE COUNTY

EXHIBIT

That part of Lot 7 (NW/4 SW/4) of Section 21, T31N, R109W, Sublette County, Wyoming, described as follows:

BEGINNING at a 3/8"x12" steel spike marking the center-line intersection of an existing roadway and the west line of said Section 21, South, the base bearing for this survey, 426.91 feet from the west one-quarter corner of said Section 21 found as described in the Certified Land Corner Recordation Certificate filed in the said office;

thence continuing South, 500.00 feet along the west line of said Section 21 to a point;

thence N.85°-45'E, 330.00 feet to a point;

thence N.34°-41'E, 402.00 feet to a point at the base of a corner fence post;

thence N.36°-57'W, 181.41 feet along an existing fence line to a point;

thence West, 448.79 feet to the intersection of BEGINNING;

each point marked by a 5/8"x 24" steel reinforcing rod with aluminum cap inscribed, "SURVEYOR SCHERBEL, LTD. PLS 164 BIG PINEY, WY";

encompassing an area of 5.133 acres, more or less;

TOGETHER WITH an access easement for ingress and egress along the following described roadway:

A strip of land sixty (60) feet in width being part of the NE/4 SE/4 of Section 20, T31N, R109W, Sublette County, Wyoming, with the center-line described as follows:

BEGINNING at Station 0+00 a 3/8"x12" steel spike marking the center-line intersection of an existing roadway and the east line of said Section 20, South, the base bearing for this survey, 426.91 feet from the east one-quarter corner of said Section 20;

thence West, 75.00 feet to a similar spike at Station 0+75.00;

thence N.74°-07'W, 534.60 feet to a similar spike at Station 6+09.60;

thence continuing N. 74°-07'W, 53 feet, more or less, to an intersection with the center-line of the Paradise County Road No. 23-136;

all in accordance with the plat prepared to be filed in the office of the Clerk of Sublette County titled, "WILKINSON AND COMPANY PLAT OF TRACT IN LOT 7 (NW/4 SW/4) SECTION 21 T31N, R109W SUBLETTE COUNTY, WYOMING" and plat prepared to be filed in the office of the Clerk of Sublette County titled "WILKINSON AND COMPANY LOT DIVISION APPLICATION WITHIN THE N/2 SE/4 SE/4 SECTION 20, T31N, R109W SUBLETTE COUNTY, WYOMING".

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

CERTIFICATE OF PURCHASE

I, Hank Ruland, being duly sworn and of legal age, hereby certify that I am the (Deputy) Sheriff of Sublette County, Wyoming, and further:

1. That on the 24th day of April, 1991, 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:

A tract of land located in Lot 4 (NW 1/4 NW 1/4) of Section 4, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

Beginning at the NE corner of said Lot 4, said point beginning on the center line of U.S. 187; thence from said point of beginning South 00°22'46" West along the east boundary of Lot 4, a distance of 435 feet; thence South 89°48'36" West, a distance of 360 feet; thence North 00°22'46" East along the center line of Country Club Lane, a distance of 435 feet; thence North 89°48'36" East along the North section line and said center line of U.S. 187, a distance of 360 feet to the point of beginning; said tract containing 3.59 acres, more or less;

Together with all improvements and appurtenances thereon situate or in anywise appertaining thereunto.

2. That such sale was conducted according to the statutory requirements for foreclosure by advertisement and sale as set out in W. S. § 1-18-101 et seq.

3. That such sale was preceded by the publication of proper notice of the time and place of the sale in a newspaper of general circulation within Sublette County, as evidenced by that Affidavit of Publication attached hereto.

4. That the attorney representing the holders of the mortgages, Joseph J. Retel, Stella A. Retel and Joe A. Retel, has executed his Affidavits as required by W.S. § 34-4-103(a)(iv) and 34-4-112, and the same are also attached hereto.

5. The highest bidder at the sale was Joseph J. Retel, Stella A. Retel and Joe A. Retel.

6. The bid at the sale was Three Hundred Forty Six Thousand Three Hundred Thirty Nine Dollars and Seventy Fifty Cents ($346,339.75).

7. Joseph J. Retel, Stella A. Retel and Joe A. Retel, are 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.

232712

Hank Ruland
(Deputy) Sheriff

RECORDED April 24 IN 91 AT 11:45 A.M.
IN BOOK 58 Misc PAGE 591
FEES $ 5.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged, subscribed and sworn to before me by Hank Ruland, personally known to me this 24th day of April, 1991.

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

STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

AFFIDAVIT

I, Peter G. Arnold, being duly sworn upon my oath, hereby depose and say that:

1. I am of legal age and competent to make this oath.

2. This Affidavit is made to comply with and pursuant to the provisions of W.S. § 34-4-112.

3. That I am an attorney representing the holders of the mortgages, Joseph J. Retel, Stella A. Retel and Joe A. Retel, in the foreclosure proceeding to be conducted in Sublette County, and that I am admitted to practice law in the State of Wyoming.

4. There has been and is no Agreement, express or implied, between me and my clients, nor is there any agreement, express or implied, between me or any other person for any sharing or division of the attorney's fees which are to be added to and considered as a cost of the foreclose sale to be conducted in the above county.

5. The fee referred to in the Notice of Foreclosure published in the above county as added to the principal and interest debt of the Mortgagors' shall be the only compensation for services actually rendered in the foreclosure proceeding by me.

FURTHER AFFIANT SAYETH NOT.

DATED this 18th day of April, 1991.

PETER G. ARNOLD, Affiant

STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged, subscribed and sworn to before me by Peter G. Arnold, personally known to me this 18th day of April, 1991.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

JULIE M. MADER - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires June 8, 1992

STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

AFFIDAVIT

I, Peter G. Arnold, being duly sworn upon my oath, hereby deposes and state that:

1. I am of legal age and competent to make this oath.

2. This Affidavit is made in compliance with and pursuant to W.S. §34-4-103(a)(iv).

3. That a written Notice of Intent to Foreclose a Mortgage by advertisement and sale has been served upon the record owner of the subject real property, Barbara Williams, of Pinedale, Wyoming, and that such written notice was sent to the record owner by certified mail with return receipt mailed to the last-known address of the record owner at least ten (10) days prior to the commencement of the publication of Notice of Sale of such real property held by the record owner. I have been informed by my client that this property is occupied by the record owners.

4. The subject real property to be foreclosed by my clients, Joseph J. Retel, Stella A. Retel and Joe A. Retel, is described as follows:

A tract of land located in Lot 4 (NW 1/4 NW 1/4) of Section 4, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

Beginning at the NE corner of said Lot 4, said point beginning on the center line of U.S. 187; thence from said point of beginning South 00°22'46" West along the east boundary of Lot 4, a distance of 435 feet; thence South 89°48'36" West, a distance of 360 feet; thence North 00°22'46" East along the center line of Country Club Lane, a distance of 435 feet; thence North 89°48'36" East along the North section line and said center line of U.S. 187, a distance of 360 feet to the point of beginning; said tract containing 3.59 acres, more or less;

Together with all improvements and appurtenances thereon situate or in anywise appertaining thereunto.

5. Copies of the Notice to Owners and the return receipt from such mailings are attached hereto as Attachment "A".

FURTHER AFFIANT SAYETH NOT.

DATED this 18th day of April, 1991.

PETER G. ARNOLD, Affiant

STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged, subscribed and sworn to before me by Peter G. Arnold, personally known to me this 18th day of April, 1991.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

JULIE M. MADER - Notary Public
County of Laramie State of Wyoming
My Commission Expires June 8, 1993

Law Offices of
RISKE & ARNOLD
1720 Carey Avenue, Suite 500
Cheyenne, WY 82001
Facsimile: (307) 634-2234

Don W. Riske*
Peter G. Arnold
Mary T. Scharp

* Also admitted
in Colorado

PETER G. ARNOLD
(307) 634-2002

Please reply to
P.O. Box 1617
Cheyenne, WY
82003-1617

January 29, 1991

Barbara Williams
P. O. Box 202
Pinedale, WY 82941

Certified Receipt # P-085-094-577

Re: Retels / Williams

Dear Ms. Williams:

The purpose of this letter is to advise you that Joe A. Retel, Joseph J. Retel and Stella A. Retel, ("Retels"), 1120 Pilot Butte, Rock Springs, WY 82901, have accelerated the maturity date of your loan and have directed me to proceed with foreclosure by advertisement and sale of your property located in Pinedale, Wyoming. The legal description of that property is:

Parcel 1.

A tract of land located in Lot 4 (NW 1/4 NW 1/4) of Section 4, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

Beginning at the NE corner of said Lot 4, said point beginning on the center line of U.S. 187; thence from said point of beginning South 00°22'46" West along the east boundary of Lot 4, a distance of 435 feet; thence South 89°48'36" West, a distance of 360 feet; thence North 00°22'46" East along the center line of Country Club Lane, a distance of 435 feet; thence North 89°48'36" East along the North section line and said center line of U.S. 187, a distance of 360 feet to the point of beginning; said tract containing 3.59 acres, more or less;

Together with all improvements and appurtenances thereon situate or in anywise appertaining thereunto.

Parcel 2.

Lot 14 of the Bloom Subdivision as the same appears of record in the Office of the Sublette County Clerk, Sublette County, Wyoming,

[redacted] [redacted] [redacted]

AND TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto AND TOGETHER WITH all water and water rights, ditches and ditch rights and reservoir and reservoir rights situate thereon or appurtenant thereto BUT SUBJECT, HOWEVER, TO the provisions of United States patents and SUBJECT FURTHER TO the covenants and rights of way of record and in current use.

You are hereby formally advised that the mortgage recorded June 16, 1983, in Book 40 of Mortgages, page 28, and the mortgage recorded October 31, 1984, in Book 42 of Mortgages, page 656 are in default. The mortgages were recorded in the Sweetwater County Clerk's Office. Both mortgages are currently held by Joe A. Retel, Joseph J. Retel and Stella A. Retel, having been recorded October 29, 1990, in Book 53 of Mortgages, page 41 and recorded June 2, 1986, in Book 45 of Mortgages, page 664.

As of January 15, 1991, the total indebtedness was $319,594.28. Copies of the note, mortgages are attached to this letter for your reference.

The copy of the Promissory Note and Mortgage enclosed with this letter serves as verification of the debt.

You should consider this as formal notice of the mortgage holder's intent to foreclose by advertisement and sale as provided in Chapter 4 of Title 34 of the Wyoming Statutes. You will receive no further direct notice. However, a Notice of Foreclosure including your name will appear in the local newspaper ten (10) days after the date of this letter.

Contact me if you have any questions.

Sincerely,

Peter G. Arnold

PGA:jm
Enclosures
bcc: Retels

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:
Barbara Williams
P.O. Box 202
Pinedale, WY 82941

4. Article Number
P-085-094-577

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 Barbara Williams

6. Signature – Agent
X

7. Date of Delivery
JAN 30 1991

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

PS Form 3811, Apr. 1989 DOMESTIC RETURN RECEIPT

Law Offices of
RISKE & ARNOLD
1720 Carey Avenue, Suite 500
Cheyenne, WY 82001
Facsimile: (307) 634-2234

Don W. Riske*
Peter G. Arnold
Mary T. Scharp

PETER G. ARNOLD
~~(307) 634-2002~~

Please reply to:
P.O. Box 1617
Cheyenne, WY
82003-1617

*Also admitted
in Colorado

January 29, 1991

Estate of Robert G. Williams
P. O. Box 202
Pinedale, WY 82941

Certified Receipt # P-085-094-576

Re: Retels / Williams

Dear Sirs:

The purpose of this letter is to advise you that Joe A. Retel, Joseph J. Retel and Stella A. Retel, ("Retels"), 1120 Pilot Butte, Rock Springs, WY 82901, have accelerated the maturity date of your loan and have directed me to proceed with foreclosure by advertisement and sale of your property located in Pinedale, Wyoming. The legal description of that property is:

Parcel 1.

A tract of land located in Lot 4 (NW 1/4 NW 1/4) of Section 4, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

Beginning at the NE corner of said Lot 4, said point beginning on the center line of U.S. 187; thence from said point of beginning South 00°22'46" West along the east boundary of Lot 4, a distance of 435 feet; thence South 89°48'36" West, a distance of 360 feet; thence North 00°22'46" East along the center line of Country Club Lane, a distance of 435 feet; thence North 89°48'36" East along the North section line and said center line of U.S. 187, a distance of 360 feet to the point of beginning; said tract containing 3.59 acres, more or less;

Together with all improvements and appurtenances thereon situate or in anywise appertaining thereunto.

Parcel 2.

Lot 14 of the Bloom Subdivision as the same appears of record in the Office of the Sublette County Clerk, Sublette County, Wyoming.

AND TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto AND TOGETHER WITH all water and water rights, ditches and ditch rights and reservoir and reservoir rights situate thereon or appurtenant thereto BUT SUBJECT, HOWEVER, TO the provisions of United States patents and SUBJECT FURTHER TO the covenants and rights of way of record and in current use.

You are hereby formally advised that the mortgage recorded June 16, 1983, in Book 40 of Mortgages, page 28, and the mortgage recorded October 31, 1984, in Book 42 of Mortgages, page 656 are in default. The mortgages were recorded in the Sweetwater County Clerk's Office. Both mortgages are currently held by Joe A. Retel, Joseph J. Retel and Stella A. Retel, having been recorded October 29, 1990, in Book 53 of Mortgages, page 41 and recorded June 2, 1986, in Book 45 of Mortgages, page 664.

As of January 15, 1991, the total indebtedness was $319,594.28. Copies of the note, mortgages are attached to this letter for your reference.

The copy of the Promissory Note and Mortgage enclosed with this letter serves as verification of the debt.

You should consider this as formal notice of the mortgage holder's intent to foreclose by advertisement and sale as provided in Chapter 4 of Title 34 of the Wyoming Statutes. You will receive no further direct notice. However, a Notice of Foreclosure including your name will appear in the local newspaper ten (10) days after the date of this letter.

Contact me if you have any questions.

Sincerely,

Peter G. Arnold

PGA:jm
Enclosures
bcc: Retels

● **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:
Estate of Robert Williams
P.O. Box 202
Pinedale, WY 82941

4. Article Number
P-085-094-576

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 Nikara Williams

6. Signature – Agent
X

7. Date of Delivery
JAN 30 1991

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

PS Form 3811, Apr. 1989 DOMESTIC RETURN RECEIPT

598

599

Law Offices of
RISKE & ARNOLD
1720 Carey Avenue, Suite 500
Cheyenne, WY 82001
Facsimile: (307) 634-2234

Don W. Riske*
Peter G. Arnold

Mary T. Scharp

* Also admitted
in Colorado

PETER G. ARNOLD
(307) 634-2002

Please reply to:

P. O. Box 1617
Cheyenne, WY
82003-1617

April 9, 1991

Lee Oil Company
c/o Lawrence Marty
20 E. Flaming Gorge Way
Green River, WY 82935

Certified Receipt # P-175-937-148

Re: Joe A. Retel; Joseph J. Retel and Stella A. Retel / Williams property

Dear Mr. Marty:

I am in the process of foreclosing a mortgage held by Joe A. Retel, Joseph J. Retel and Stella A. Retel which encumbers property currently owned by Barbara Williams and the estate of Robert G. Williams, and legally described as:

A tract of land located in Lot 4 (NW 1/4 NW 1/4) of Section 4, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

Beginning at the NE corner of said Lot 4, said point beginning on the center line of U.S. 187; thence from said point of beginning South 00°22'46" West along the east boundary of Lot 4, a distance of 435 feet; thence South 89°48'36" West, a distance of 360 feet; thence North 00°22'46" East along the center line of Country Club Lane, a distance of 435 feet; thence North 89°48'36" East along the North section line and said center line of U.S. 187, a distance of 360 feet to the point of beginning; said tract containing 3.59 acres, more or less;

Together with all improvements and appurtenances thereon situate or in anywise appertaining thereunto.

We recently obtained a Foreclosure Guarantee Policy which reflects that you have a recorded encumbrance against that property.

[redacted] [redacted] [redacted]

It is the purpose of this letter simply to inform you that we are foreclosing a mortgage encumbering that property and that you may wish to protect your interests. Enclosed is a photocopy of the Notice of Foreclosure. The foreclosure sale will occur on April 24, 1991.

Contact me if you have any questions.

Sincerely,

Peter G. Arnold

PGA:jm
Enclosures
bcc: Retels

● **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:
Lee Oil Company
C/O Lawrence Marty
20 E. Flaming Gorge
Green River, WY 82935

4. Article Number
P-175-937-148

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 [signature]

6. Signature – Agent
X

7. Date of Delivery
4-11-91

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

601

Law Offices of
RISKE & ARNOLD
1720 Carey Avenue, Suite 500
Cheyenne, WY 82001
Facsimile: (307) 634-2234

Don W. Riske*
Peter G. Arnold

Mary T. Scharp

* Also admitted
in Colorado

PETER G. ARNOLD
(307) 634-2002

Please reply to:

P. O. Box 1617
Cheyenne, WY
82003-1617

April 9, 1991

Natrona County Employment
Security Commission
P. O. Box 2760
Casper, WY 82602

Certified Receipt # P-175-937-149

Re: Joe A. Retel; Joseph J. Retel and Stella A. Retel / Williams property

Dear Sirs:

I am in the process of foreclosing a mortgage held by Joe A. Retel, Joseph J. Retel and Stella A. Retel which encumbers property currently owned by Barbara Williams and the estate of Robert G. Williams, and legally described as:

A tract of land located in Lot 4 (NW 1/4 NW 1/4) of Section 4, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

Beginning at the NE corner of said Lot 4, said point beginning on the center line of U.S. 187; thence from said point of beginning South 00°22'46" West along the east boundary of Lot 4, a distance of 435 feet; thence South 89°48'36" West, a distance of 360 feet; thence North 00°22'46" East along the center line of Country Club Lane, a distance of 435 feet; thence North 89°48'36" East along the North section line and said center line of U.S. 187, a distance of 360 feet to the point of beginning; said tract containing 3.59 acres, more or less;

Together with all improvements and appurtenances thereon situate or in anywise appertaining thereunto.

We recently obtained a Foreclosure Guarantee Policy which reflects that you have two recorded encumbrances against that property.

It is the purpose of this letter simply to inform you that we are foreclosing a mortgage encumbering that property and that you may wish to protect your interests. Enclosed is a photocopy of the Notice of Foreclosure. The foreclosure sale will occur on April 24, 1991.

Contact me if you have any questions.

Sincerely,

Peter G. Arnold

PGA:jm
Enclosures
bcc: Retels

● **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:
Natrona County Employment Security Commission
P.O. Box 2760
Casper, WY 82602-

4. Article Number
P-195-937-149

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

6. Signature – Agent
X

7. Date of Delivery
4-11-91

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

Law Offices of
RISKE & ARNOLD
1720 Carey Avenue, Suite 500
Cheyenne, WY 82001
Facsimile: (307) 634-2234

Don W. Riske*
Peter G. Arnold

Mary T. Scharp

* Also admitted in Colorado

PETER G. ARNOLD
(307) 634-2002

Please reply to:
P. O. Box 1617
Cheyenne, WY
82003-1617

April 9, 1991

Department of Revenue & Taxation
122 W. 25th Street
Cheyenne, WY 82002-0110

Attn: Director

Certified Receipt # P-175-937-150

Re: Joe A. Retel; Joseph J. Retel and Stella A. Retel / Williams property

Dear Director:

I am in the process of foreclosing a mortgage held by Joe A. Retel, Joseph J. Retel and Stella A. Retel which encumbers property currently owned by Barbara Williams and the estate of Robert G. Williams, and legally described as:

A tract of land located in Lot 4 (NW 1/4 NW 1/4) of Section 4, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

Beginning at the NE corner of said Lot 4, said point beginning on the center line of U.S. 187; thence from said point of beginning South 00°22'46" West along the east boundary of Lot 4, a distance of 435 feet; thence South 89°48'36" West, a distance of 360 feet; thence North 00°22'46" East along the center line of Country Club Lane, a distance of 435 feet; thence North 89°48'36" East along the North section line and said center line of U.S. 187, a distance of 360 feet to the point of beginning; said tract containing 3.59 acres, more or less;

Together with all improvements and appurtenances thereon situate or in anywise appertaining thereunto.

We recently obtained a Foreclosure Guarantee Policy which reflects that you have a recorded encumbrance against that property.

It is the purpose of this letter simply to inform you that we are foreclosing a mortgage encumbering that property and that you may wish to protect your interests. Enclosed is a photocopy of the Notice of Foreclosure. The foreclosure sale will occur on April 24, 1991.

Contact me if you have any questions.

Sincerely,

Peter G. Arnold

PGA:jm
Enclosures
bcc: Retels

● **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:
Dept. of Revenue & Taxation
Attn: Director
122 W. 25th Street
Cheyenne, Wy 82002-0110

4. Article Number
P-175-937-150

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

6. Signature — Agent
X

7. Date of Delivery

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

APR 10 1991 USPS

PS Form 3811, Apr. 1989 * U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

625

REPUBLICATION OF NOTICE OF FORECLOSURE

Default having occurred on a Mortgage dated June 16, 1983, given by Robert G. Williams and Barbara M. Williams, husband and wife, to Wyoming National Bank of Kemmerer, a Wyoming corporation, to secure the payment of a Promissory Note in the amount of Two Hundred Thirty Four Thousand Dollars ($234,000.00) of even date therewith; which Mortgage encumbered the following-described real property:

Lot 14 of the Bloom Subdivision as the same appears of record in the Office of the Sublette County Clerk, Sublette County, Wyoming,

AND TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto AND TOGETHER WITH all water and water rights, ditches and ditch rights and reservoir and reservoir rights situate thereon or appurtenant thereto BUT SUBJECT, HOWEVER, TO the provisions of United States patents and SUBJECT FURTHER TO the covenants and rights of way of record and in current use.

and which Mortgage also encumbered the following -described real property:

A tract of land located in Lot 4 (NW 1/4 NW 1/4) of Section 4, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

Beginning at the NE corner of said Lot 4, said point beginning on the center line of U.S. 187; thence from said point of beginning South 00°22'46" West along the east boundary of Lot 4, a distance of 435 feet; thence South 89°48'36" West, a distance of 360 feet; thence North 00°22'46" East along the center line of Country Club Lane, a distance of 435 feet; thence North 89°48'36" East along the North section line and said center line of U.S. 187, a distance of 360 feet to the point of beginning; said tract containing 3.59 acres, more or less;

Together with all improvements and appurtenances thereon situate or in anywise appertaining thereunto.

which Mortgage was duly recorded on June 16, 1983, in Book 40, at Page 28, at the Office of the County Clerk of Sublette County, Wyoming; and

WHEREAS, the Mortgage was assigned to Joe A. Retel, Joseph J. Retel and Stella A. Retel on the 29th day of October, 1990, which Assignment was duly recorded on October 29, 1990, in Book 53, at Page 41, at the Office of the County Clerk of Sublette County, Wyoming; and

Default having also occurred on a Mortgage dated October 31, 1984, given by Robert G. Williams and Barbara M. Williams, husband and wife, to Joseph J. Retel, Stella A. Retel and Joe A. Retel, to secure the payment of a Promissory Note in the amount of One Hundred Sixty Three Thousand Nine Hundred Dollars ($163,900.00) of even date therewith; which Mortgage encumbered the following-described real property:

A tract of land located in Lot 4 (NW 1/4 NW 1/4) of Section 4, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

Beginning at the NE corner of said Lot 4, said point beginning on the center line of U.S. 187; thence from said point of beginning South 00°22'46" West along the east boundary of Lot 4, a distance of 435 feet; thence South 89°48'36" West, a distance of 360 feet; thence North 00°22'46" East along the center line of Country Club Lane, a distance of 435 feet; thence North 89°48"36" East along the North section line and said center line of U.S. 187, a distance of 360 feet to the point of beginning; said tract containing 3.59 acres, more or less;

Together with all improvements and appurtenances thereon situate or in anywise appertaining thereunto.

which Mortgage was duly recorded on October 31, 1984, in Book 42, at Page 656, at the Office of the County Clerk of Sublette County, Wyoming; and

WHEREAS, that Mortgage was assigned to Joe A. Retel (an undivided 1/3 interest) and Sarj Properties, a Wyoming Partnership, (an undivided 2/3 interest) on June 2, 1986, in Book 45, at Page 644, at the Office of the County

Continued on the next page

Publish in the Pinedale Roundup March 21, 28, April 4, 11, 1991.

WYOMING)
)ss.
LETTE)

J Rock
..... being first
oses and says that he is the
nedale Roundup, a weekly
hed at Pinedale, in said Coun-
at the annexed notice was
.....consecutive issues of
ot in a supplement, the first
eof being of the.....day
March....., 19.....and the
thereof on the.....day
....., 19.....

A. Rock

my presence and sworn to
..... day of
....., 19.....

.....
otary Public

xpires October 7, 1990

County of
Sublette
My Commission Expires

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 24th day of April, 1991, between JOHN M. SULENTA and GRACE E. SULENTA, as Sellers, and BARRY DAVID JOHNSON, a single man, as tenant in common to an undivided one-half (½) interest, and WILLIAM PATRICK JOHNSON and SHARON ANNE JOHNSON, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common to an undivided one-half (½) interest, 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:

Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming;

Section 4: W½SE¼SW¼

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 350, Kemmerer, WY 83101

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

DATED this 24th day of April, 1991.

SELLERS:

JOHN M. SULENTA

GRACE E. SULENTA

DATED this 22nd day of April, 1991.

BUYERS:

BARRY DAVID JOHNSON

DATED this 15th day of April, 1991.

WILLIAM PATRICK JOHNSON

SHARON ANNE JOHNSON

232714

RECORDED Dec 24 '91 1:30 P
IN BOOK 58 Misc PAGE 606
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

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

JOHN M. SULENTA and GRACE E. SULENTA, this 24th day of April, 1991.

WITNESS my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Dec. 12, 1994

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/94

STATE OF TEXAS)
) ss.
COUNTY OF TRAVIS)

The foregoing **Memorandum of Agreement** was acknowledged before me by BARRY DAVID JOHNSON, this 22nd day of April, 1991.

WITNESS my hand and official seal.

CISSY C. PITNER
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 6, 1994

NOTARY PUBLIC

My Commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF Lincoln)

The foregoing **Memorandum of Agreement** was acknowledged before me by WILLIAM PATRICK JOHNSON and SHARON ANNE JOHNSON, this 15th day of April, 1991.

WITNESS my hand and official seal.

Stacy A. Warner
NOTARY PUBLIC

My Commission Expires: 11-16-91

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 she is a resident of the Town of Pinedale, County of Sublette, 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 situate in the County of Sublette and State of Wyoming, to-wit:

> All lands of the Wild Horse Subdivision as said subdivision appears on the plat and map thereof approved by the Board of County Commissioners of Sublette County, Wyoming on the 6th day of August, 1980, and on file and of record in the Office of the Sublette County Clerk of Sublette County, Wyoming, together with all buildings, fences and improvements situate thereon or appurtenant thereto;

3-

That by Deed of Administrator dated the 20th day of May, 1977, filed for record in the Office of the Sublette County Clerk of Sublette County, Wyoming, on the 31st day of May, 1977, and recorded in Book 19 of Deeds of said office at page 242, The Rock Springs National Bank, the duly appointed, qualified and acting administrator of the estate of John A. Coppes, also known as John Coppes, deceased, as grantor, did grant, bargain, sell and convey and deliver unto V. L. Looney and Patricia E. Looney, husband and wife, as tenants by the entireties, all of the right, title, interest and estate of said decedent, John A. Coppes, in and to the above described real estate and premises;

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.

232717

RECORDED April 25 AD 91 1:00 P M
IN BOOK 58 Misc. PAGE 608
FEES $. 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Lee

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;

7-

That attached hereto is a copy of the official death certificate of Vernon L. Looney Jr., certified by the public authority wherein such original death certificate is a matter of record and that said Vernon L. Looney Jr., who is named in said death certificate is one and the same person as V. L. Looney named in the aforesaid warranty deed as a grantee with Patricia E. Looney, this affiant;

8-

That this affiant is one and the same person as Patricia E. Looney, grantee with V. L. Looney in the aforementioned warranty deed.

Patricia E. Looney

Patricia E. Looney

Subscribed in my presence and sworn to before me this 25th day of April, 1991.

Notary Public

My commission expires:

STEVEN WACKER
Notary Public
County of Sublette
State of Wyoming
My Commission Expires June 22 1992

STATE OF WYOMING
DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE

86-000980
STATE FILE NUMBER

LOCAL FILE NUMBER 01586

TYPE OR PRINT IN PERMANENT INK. FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT'S NAME: FIRST VERNON; MIDDLE L.; LAST LOONEY Jr.
2. SEX: MALE
3. DATE OF DEATH: APRIL, 27, 1986
4a. RACE: WHITE
4b. ORIGIN OR DESCENT: IRISH/SCOTCH/ NORW
5. AGE: 56
5a. UNDER 1 YEAR: MOS. / DAYS
5b. UNDER 1 DAY: HOURS / MINS
6. DATE OF BIRTH: DECEMBER, 27, 1929
6a. PLACE OF DEATH: 12 MI. WEST HWY 191 ON COUNTY 354
7b. IF HOSP OR NURSING HOME: DOA or Emergency Room, Inpatient, Outpatient
7c. CITY, TOWN OR LOCATION OF DEATH: RURAL DANIEL
7d. COUNTY OF DEATH: SUBLETTE
8. STATE OF BIRTH: WYOMING
9. CITIZEN OF WHAT COUNTRY: U.S.A.
10. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED: MARRIED
11. SURVIVING SPOUSE: PATRICIA ELLIS
12. WAS DECEDENT EVER IN U.S. ARMED FORCES?: YES
13. SOCIAL SECURITY NUMBER: 728-01-9876
14a. USUAL OCCUPATION: RANCHER/REAL ESTATE
14b. KIND OF BUSINESS OR INDUSTRY: CATTLE/REAL ESTATE
15. RESIDENCE STATE: WYOMING
15a. COUNTY: SUBLETTE
15c. CITY, TOWN OR LOCATION: PINEDALE
15d. STREET AND NUMBER: BOX 322
15e. INSIDE CITY LIMITS?: NO

If death occurred in institution see handbook regarding completion of residence items

PARENTS

16. FATHER'S NAME: FIRST VERNON.; MIDDLE L.; LAST LOONEY
17. MOTHER'S MAIDEN NAME: FIRST CAPTOLA; MIDDLE M.; LAST AUS
18a. INFORMANT'S NAME: 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: BURIAL
19b. DATE: APRIL, 30, 86
19c. CEMETERY OR CREMATORY — NAME: PINEDALE
19d. LOCATION: PINEDALE; CITY OR TOWN: WYOMING
20a. FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH: Edward Hudson 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: J.T. Johnston M.D.
21b. DATE SIGNED: APRIL, 28, 1986
21c. HOUR OF DEATH: APTOX, 7:30 A.M.
21d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER:

To be Completed by CORONER Only

22a. On the basis of examination and/or investigation in my opinion death occurred at the time, date and place and due to the cause(s) stated. Signature and Title: J.T. Johnston CORONER
22b. DATE SIGNED: APRIL, 28, 1986
22c. HOUR OF DEATH: APROX. 7:30 A.M.
22d. PRONOUNCED DEAD: APRIL, 27, 1986
22e. PRONOUNCED DEAD: AT 9:47 A.M.

23. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER): J. T. JOHNSTON MD. PINEDALE, WYO. 82941
24a. REGISTRAR: J. Robertson Perry
24b. DATE RECEIVED BY REGISTRAR: APRIL, 28, 1986

CAUSE OF DEATH

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

25. PART I: ENTER ONLY ONE CAUSE PER LINE FOR a, b, AND c.
a. Cardiac arrest Myocardial Infarct. — Contract
DUE TO OR AS A CONSEQUENCE OF:
b.
DUE TO OR AS A CONSEQUENCE OF:
c.

26. PART II: OTHER SIGNIFICANT CONDITIONS — Conditions contributing to death but not resulting in the underlying cause given in PART I. AUTOPSY: NO
27. WAS CASE REFERRED TO CORONER: YES

28a. ACCIDENT, SUICIDE, HOMICIDE, UNDETERMINED OR PENDING INVESTIGATION: NATURAL
28b. DATE OF INJURY:
28c. HOUR OF INJURY:
28d. DESCRIBE HOW INJURY OCCURRED:
28e. INJURY AT WORK:
28f. PLACE OF INJURY — At home, farm, street, factory, office building, etc.:
28g. LOCATION: STREET OR R.F.D. No.: CITY OR TOWN: STATE:

PHYSICIAN Penalty for

APR 29 1986
8 1986

Division of Health and Medical Services—Vital Records Services
The law requires that the death certificate be signed within 24 hours after death W.S. 35-1-431(b)
Penalty for failure to do so W.S. 35-1-418(c)

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 5, 1987

Deputy State Registrar

611

SHERIFF'S CERTIFICATE OF SALE

THIS CERTIFICATE OF SALE is made this 29th day of April, 1991 by Jack R. Cox, Sheriff of Sublette County, Wyoming and delivered to Ray F. Bredthauer and Dixie L. Bredthauer, Husband and Wife as purchasers.

WHEREAS, a mortgage was executed by DAVID KENDALL PALMER, in favor of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, dated May 12, 1989, filed for record May 12, 1989, in Book 51 Mtg at Page 14, Document No. 224511, records of Sublette County, Wyoming, covering the following property:

Lot 3, Block 3, Redstone Fourth Addition to the Town of Pinedale, Sublette County, Wyoming.

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 $35,938.60, 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 April 29, 1991, at 10:00 a.m.; and

WHEREAS, the highest bid received for the property was in the amount of $35,938.00 and was made by Ray F. Bredthauer and Dixie L. Bredthauer, Husband and Wife;

NOW THEREFORE, by virtue of the laws of the State of Wyoming, I hereby grant unto Ray F. Bredthauer and Dixie L. Bredthauer this Sheriff's Certificate of Sale covering the above described property. The said purchaser shall be entitled to a Sheriff's Deed for the property at the expiration of all periods of redemption unless the property is redeemed prior to that date as provided by law.

232756

RECORDED Apr. 29 19 91 10:2A M
IN BOOK 58 Misc PAGE 611
FEES $ 12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

IN WITNESS WHEREOF, I have signed this Sheriff's Certificate of Sale this 29th day of April, 1991.

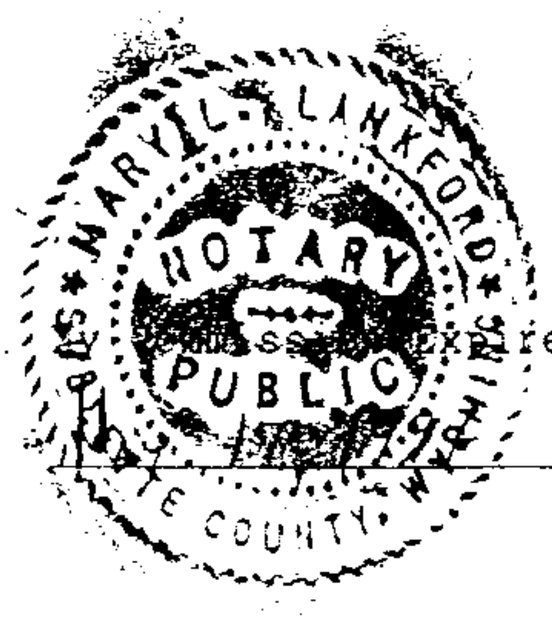
Sheriff of Sublette
County, Wyoming

By: _____
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 29th day of April, 1991, by _____.

WITNESS my hand and official seal.



My commission expires:

_____

Notary Public

613

APR 2 2 1991

PROOF OF PUBLICATION

NOTICE OF MORTGAGE FORECLOSURE SALE

Notice is hereby given:

That default has occurred in the conditions of a mortgage executed by DAVID KENDALL PALMER, in favor of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, dated May 12, 1989, filed for record May 12, 1989, in Book 51 Mtg at Page 14, Document No. 224511, records of Sublette County, Wyoming;

That pursuant to the provisions of said mortgage and the promissory note 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 or 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 secured by said mortgage, including interest and all subsidies granted to the date hereof, the sum of THIRTY-FIVE THOUSAND, NINE HUNDRED THIRTY-EIGHT DOLLARS AND SIXTY CENTS ($35,938.60); 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 3, Block 3, Redstone Fourth Addition to the Town of Pinedale, Sublette County, Wyoming.

will be sold by the Sheriff of Sublette County, Wyoming, at public auction, to the highest bidder on the 29nd day of April, 1991, 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 and the costs and disbursements allowed by law, subject to redemption as provided by law.

Dated this 14th day of March, 1991.

United States of America
by /s/ Jon C. Jones
Acting County Supervisor
Farmers Home Administration
U.S. Department of Agriculture
County Office located at
107 E. Pine Street
P.O. Box 1420
Pinedale, WY 82941

Publish in the Pinedale Roundup March 28, April 4, 11, 18, 1991.

Continued on the next page

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

I, ... Paul Rock ....., 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.....consecutive issues of said paper and not in a supplement, the first publication thereof being of the..28...day of .....March....., 19.91. and the last publication thereof on the..18.....day of.....April..., 19..91.

Paul A. Rock

Subscribed in my presence and sworn to before me this .....18..... day of .....April....., 19.91

.....Lisney Burnett.....
Notary Public

My Commission expires October 7, 1998

Lisney Sublette County of Sublette My Commission Expires Oct. 7, 19[illegible] Wyoming

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

STATE OF WYOMING)
)
County of Sublette)

Heidi Stonehocker, Acting (C/S), after being duly sworn upon oath, deposes and states as follows:

1. Affiant is the Acting County Supervisor of Sublette County, Wyoming, Farmers Home Administration, which office is at 107 E. Pine Street, Pinedale, Wyoming.

2. That default has occurred in the conditions of a mortgage executed by DAVID KENDALL PALMER, in favor of United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, dated May 12, 1989, filed for record May 12, 1989, in Book 51 Mtg, at Page 14, Document No. 224511, 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 March 14, 1991, 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 March 28, 1991.

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 29th day of April, 1991.

Heidi Stonehocker
Acting County Supervisor

STATE OF WYOMING)
) ss.
County of Sublette)

The above and foregoing Affidavit of Mailing of Notice of Intent to Foreclose by Advertisement and Sale was subscribed, sworn to and acknowledged before me this 29th day of April, 1991, by Heidi Stonehocker, Acting County Supervisor.

WITNESS my hand and official seal.

PEGGY A. STANDAGE NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Peggy A. Standage
Notary Public

My Commission Expires:

Sept. 21, 1991

United States
Department of
Agriculture

Farmers
Home
Administration

P.O. Box 1420
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:

David K. Palmer
432 Onyx
P.O. Box 387
Pinedale, WY 82941

David K. Palmer
C/O Real Floors
P.O. Box 688
Jackson, WY 83001

Pursuant to that Mortgage executed by David Kendall Palmer, in favor of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, dated 5-12-89, filed for record 5-12-89, in Book 51 Mtg, at Page 14, Document No. 224511, 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 pay real estate taxes when due.

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

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

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

Dated: March 14, 1991

JON C. JONES,
Acting County Supervisor
Farmers Home Administration, located at
107 E. Pine
P.O. Box 1420
Pinedale, WY 82941

P 845 695 403

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

Sent to	Mr. David K. Palmer
Street and No.	P.O. Box 387
P.O. State and ZIP Code	Pinedale, WY 83001
Postage	.29
Certified Fee	1.00
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	1.00
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	2.29
Postmark or Date	MAR 14 1991 USPS

PS Form 3800, June 1985

P 845 695 402

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

Sent to	Mr. David K. Palmer
Street and No.	P.O. Box 387
P.O. State and ZIP Code	Pinedale, WY 83001
Postage	.29
Certified Fee	1.00
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	1.00
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	2.29
Postmark or Date	MAR 14 1991 USPS

PS Form 3800, June 1985

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

Put your address in the "RETURN TO" Space on the reverse side. Failure to do 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 addressee's address. *(Extra charge)*†
2. ☐ Restricted Delivery *(Extra charge)*†

3. **Article Addressed to:**
Mr. David K. Palmer
C/O Real Floors
P.O. Box 688
Jackson, WY 83001

4. **Article Number**
P 845 695 403
Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

5. **Signature — Addressee**
X

6. **Signature — Agent**
X

7. **Date of Delivery**
MAR 18 1991

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

PS Form 3811, Mar. 1987 * U.S.G.P.O. 1987-178-268 **DOMESTIC RETURN RECEIPT**

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

CERTIFIED

P 845 695 402

MAIL

U.S. POSTAGE
2.29
U.S.POST

APR 1991

DEPARTMENT OF AGRICULTURE
COUNTY SUPERVISOR
FARMERS HOME ADMINISTRATION, USDA
EAST PINE
BOX 1420
PINEDALE, WY 82941
OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE, $300

RETURN RECEIPT REQUESTED

Mr. David K. Palmer
432 Onyx
P.O. Box 387
Pinedale, WY 82941

387
3-15
3.20
3.30

BOX # 1420
1st NOTICE 4-5-91
2nd NOTICE
RETURN

CONTRACT FOR DEED

THIS AGREEMENT, made and entered into by and between Alice Schaffer, A Single Person, Richard Schaffer and Sylvia Schaffer, Husband and Wife, d/b/a Schaffer Ranch, hereinafter referred to whether singular or plural as "Seller", and JF Ranch, Inc., hereinafter referred to as "Purchaser";

W I T N E S S E T H :

That if the Purchaser shall first make the payments and perform the covenants hereinafter mentioned and referred to on their part to be performed, the Seller hereby covenants and agrees to convey to the Purchaser the real property generally described as:

THE BEAVER RANCH

Township 29 North, Range 114 West of the 6th P.M.
Section 25: W½SW¼
Section 26: S½S½
Section 27: S½SE¼
Section 34: Lots 3 and 4, NE¼, N½SE¼
Section 35: Lots 1, 2, 3 and 4, N½, N½S½
Containing 1295 acres, more or less.
Together with State Lease #3.7553 and all water rights excepting and saving on to the Seller two-thirds (2/3) of the mineral rights.

And the Purchaser hereby covenants and agrees to pay to the Seller, and the Seller agrees to accept said sum as the full purchase price, the sum of Two Hundred Thousand Dollars and No Cents ($200,000.00) to be paid in the following manner:

(a) The purchase price shall be paid as follows:

1. Twenty Thousand Dollars ($20,000.00) at closing on April 16, 1991.

2. The balance of One Hundred Eighty Thousand Dollars ($180,000.00) shall be carried by the Seller at eight percent (8%) per annum. **Pre-payment of this sum is prohibited.** Payable as follows:

12/31/91	Interest to date:	$10,257.53
01/01/92	Principal of:	$60,000.00
12/31/92	Interest and Principal of:	$30,054.77
12/31/93	Interest and Principal of:	$30,054.77
12/31/94	Principal and Interest of:	$30,054.77
12/31/95	Principal and Interest of:	$30,054.77
12/31/96	Principal and Interest of:	$30,054.77

232763

RECORDED April 29 1991 1:20 P M
IN BOOK 58 Misc. PAGE 619
FEES $1.00 Mary L. Lenkfer COUNTY CLERK
SUBL [redacted] UNTY, PINEDALE, WYOMING

(b) During the pay-off period of the Contract, the Seller shall advise the Purchaser of the annual real property assessment, and the Purchaser shall promptly pay the applicable tax and provide the Seller with evidence that same is paid. A failure under this provision shall be treated as a failure in timely payment as described in the forfeiture provision below.

(1) The parties agree that a copy of this Contract, together with a Warranty Deed from the Seller to Purchaser, and any other necessary instruments or documents shall be placed in escrow at The Key Bank, Cheyenne, Wyoming. Set up shall be at the Seller's expense. All annual escrow fees shall be paid by the Seller, and that all payments, other than the down payment, shall be made to the Escrow Agent. Said papers are to be delivered to the Purchaser upon full payment of the purchase price and interest.

(2) Seller shall furnish to the Purchaser Title Insurance evidencing merchantable title in the Seller, and Seller shall convey said premises by good and sufficient Warranty Deed.

(3) Purchaser has possession of the above-described premises. **Purchaser may not prepay this Contract.** This Agreement may be assigned or transferred by the Purchaser, or if deceased, by their personal representatives.

(4) Purchaser hereby acknowledges that they are aware of all the formal covenants recorded and applying to the above-described real property.

(5) In the case of failure of the Purchaser to make any of the payments of principal, interest, taxes or any part thereof, or to perform any of the covenants on their part hereby made and entered into or recorded against the property, then the whole of said payments and interest shall become immediately due and payable, and this Contract shall, at the option of the Seller, be forfeited and terminated on the thirtieth (30th) day after notice to the Purchaser is delivered to the Purchaser's mailing address listed on the escrow instructions by registered mail. If this Agreement shall have been recorded in any recorder's office, then the filing of a Quitclaim Deed in said office by the Seller shall be sufficient to cancel all obligations hereunto on the Seller's part to be performed and fully reinvest them with all right, title and interest hereby agreed to be conveyed, and the Purchaser shall forfeit all payments by them made on the Contract and any and all right, title and interest to said premises and any and all buildings, fences and other improvements whatsoever which might have been placed on said premises, and such payments and improvements shall be retained by the Seller in full satisfaction and in liquidation of all damages by them sustained, and they shall have the right to re-enter and take possession of the premises aforesaid.

(6) It is mutually agreed by and between the parties hereto that the time of payment shall be an essential part of this Contract, except that Seller agrees not to declare the Purchaser in default until such

time as any of the payments herein provided for are thirty (30) days past due, and the parties further agree that all covenants and agreements herein contained shall extend to and be binding upon their heirs, executors, administrators, and assigns.

(7) The parties agree that should a default in any of the covenants or agreements contained herein occur, the defaulting party shall pay all costs and expenses, including any actual incurred and reasonable attorney's fees, which may arise or accrue from enforcing this Agreement or obtaining possession of the property covered hereby.

IN WITNESS WHEREOF, the parties hereunto set their hands effective this 16th day of April, 1991.

PURCHASERS:

JF RANCH, INC.

BY: _____
An Authorized Officer
President

SELLERS:

SCHAFFER RANCH

_____
Alice Schaffer

_____
Richard Schaffer

_____
Sylvia Schaffer

STATE OF WYOMING)
)SS
COUNTY OF SUBLETTE)

Subscribed and sworn to before me by a person known to be William J. McCinnis, III, President, an Authorized Officer for JF Ranch, Inc. this 16th day of April, 1991.

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires 7-28-92

_____
Notary Public

My Commission Expires: July 28, 1992

STATE OF WYOMING)
)SS
COUNTY OF SUBLETTE)

Subscribed and sworn to before me by a person known to be Alice M. Schaffer, a single person, this 16th day of April, 1991. a/k/a Alice McCinnis Schaffer

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires 7-28-92

_____
Notary Public

My Commission Expires: July 28, 1992

STATE OF WYOMING)
)SS
COUNTY OF SUBLETTE)

Subscribed and sworn to before me by a person known to be Richard Schaffer and Sylvia Schaffer, Husband and Wife, this 16th day of April, 1991.

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires 7-28-92

_____
Notary Public

My Commission Expires: July 28, 1992

"SCHEDULE A"

(Deposits)

1. Contract For Deed
2. Warranty Deed
3. Quitclaim Deed
4. Title Commitment
5. State Lease Assignment When Required
6. County Clerk Statement of Consideration

"SCHEDULE B"

(Special Instructions)

NOTE: These instructions should be specific and must be complete in themselves, and not refer to or adopt any other instrument or contract. The Escrow Agent cannot undertake to construe as to the legality or sufficiency thereof or determine compliance therewith.

1. The Purchaser is to make payments per the attached installment contract. All payments to be applied first to interest then to principal.
2. When the underlying obligation is paid in full, the escrowed documents shall be released to the Purchaser.
3. **This Contract may not be prepaid.**
4. In the event of a default, is agreed to by the parties or established by a Court of law, the escrowed documents shall be returned to the Seller.
5. From all payments made by the Purchaser, withhold your standard escrow fee, and deposit the balance in the Seller's checking account at the Key Bank, Big Piney, Wyoming, Account Number: **717 006 7086.**

BAILEY, RUSSELL E.
39-4-0013662

ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT MADE THIS 14 day of January, 1991 by Russell E. Bailey & Aileen Clairmont Bailey hereinafter referred to collectively as Grantor, and the Secretary of Veterans Affairs, an Officer of the United States of America, hereinafter referred to as Grantee, WITNESSETH:

That the Grantor, or his predecessors in title, did on March 4, 1987, execute and deliver a certain promissory note in the principal sum of $27,400.00 and secured by a mortgage bearing even date and duly recorded in the County Clerk's office in Sublette County, Wyoming, covering the real estate located in said county and state more particularly described as follows:

232765

RECORDED Apr 29 '91 9:31 AM
IN BOOK 58 Misc PAGE 623
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY

Lots 4 and 5, Block 4, Townsite of Shelter Park, Sublette County, Wyoming, as the same appears of record on the official plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deed, Sublette County, Wyoming.

-

Also described as:

-

Lots 4 and 5, Block 4, Amended Townsite of Shelter Park, Sublette County, Wyoming, as the same appears of record on the official plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deed, Sublette County, Wyoming.

Also described as 211 W. Meadow Rd., Pinedale, WY 82941.

The Grantor has defaulted in the payments due on said note and is unable to meet the obligations of said note and mortgage according to the terms thereof. To the best knowledge and belief of the Grantor and Grantee, the present value of the subject property is $24,000.00, and the unpaid balance due on the Promissory Note secured by the mortgage is $30,690.97 as of June 29, 1990.

That the said Grantor is the party who made, executed and delivered that certain deed to the Grantee, dated the 14 day of January 1991, conveying the above described property. The said Grantor hereby acknowledges, agrees and certifies that the aforesaid deed was an absolute conveyance of the Grantors' rights, title and interest in and to said real estate, together with all buildings thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in and to said real estate, and also convey, transfer and assign the Grantors' rights of possession, rentals, and equity of redemption in and to said premises. The value of said real estate is not in excess of or is reasonably equivalent to the amount of said indebtedness outstanding. In consideration of the premises hereof and in consideration of such conveyance, the Grantor has received a full and complete release of personal liability on said note together with the cancellation of record by said Grantee and delivery to the grantor of the note secured by said mortgage duly cancelled, receipt of which cancelled note is hereby acknowledged. The deed given by Grantor to Grantee is given for reasonably equivalent value.

Said deed was given voluntarily by the Grantor to the Grantee, in good faith on the part of Grantor and Grantee, without any fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Grantor or Grantee and was not given as a preference against any other creditors of said Grantor. Said deed of conveyance shall not restrict the right of the Grantee to institute foreclosure proceedings if the Grantee desires, but the conveyance by said deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of Grantors' equity of redemption and right to cure default and

with full release of all Grantors' rights. Grantor hereby acknowledges full awareness and knowledge of all such rights he is releasing, including but not limited to the right to cure default and the right to redeem. Grantor has not filed nor is intending to file suit in Bankruptcy Court. Grantor is not presently in the Military Service.

This affidavit has been made for the protection and benefit of the aforesaid Grantee in said deed, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators, assigns or the undersigned.

The word mortgage as used herein may be construed to mean Deed of Trust as appropriate. The title, Secretary of Veterans Affairs is substituted for that of Administrator of Veterans Affairs pursuant to the provisions of Section 2, Public Law No. 100-527, The Department of Veterans Affairs Act.

GRANTEE
Secretary of Veterans Affairs, formerly known as The Administrator of Veterans Affairs, an Officer of the United States of America

By: _____
Loan Guaranty Officer of the Department of Veterans Affairs, VA Regional Office, 44 Union Blvd., Denver, Co. 80225. Pursuant to a delegation of authority contained in VA Reg.38 CFR 36.4342 and 36.4520.

GRANTOR

_____
Russell E. Bailey

_____
Aileen Clairmont Bailey

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 14 day of January, 19 94 by Russell E. Bailey & Aileen Clairmont Bailey.
Witness my hand and seal.

My Commission expires: 12-13-94

(SEAL) DON TEGELER County of Sublette Notary Public State of Wyoming My Commission Expires: Dec. 13, 1994

_____
Notary Public

STATE OF COLORADO)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 15th day of April, 1991, by W. Jack Brahler, Asst. Loan Guaranty Officer of the Department of Veterans Affairs, for the Secretary of Veterans Affairs formerly known as The Administrator of Veterans Affairs, an Officer of The United States of America.
Witness my hand and seal.

My commission expires 8/27/94

_____
Notary Public

(SEAL) LAURA ALSTON NOTARY PUBLIC STATE OF COLORADO

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 she is a resident of the Town of Pinedale, County of Sublette, 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 situate in the County of Sublette and State of Wyoming, to-wit:

> All of the Sunny Slope Subdivision as the 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.

3-

That by deeds and conveyances of record in the office of the county clerk of Sublette County, Wyoming, the above described real estate has been heretofore conveyed by Abner Hecox and Emma Lee Hecox, husband and wife, of Sublette County, Wyoming, grantors, unto V. L. Looney and Patricia E. Looney, husband and wife, of the Town of Pinedale, Sublette County, Wyoming, grantees, and to the survivor of them as owners and tenants of said real property, holding the said real property and all right, title, interest and estate therein by the entirety;

4-

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;

232792

RECORDED May 2 1991 11:00 A M
IN BOOK 58 Misc. PAGE 625
FEES $8.00 Mary L. Lee Ford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Lee

5-

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;

6-

That attached hereto is a copy of the official death certificate of Vernon L. Looney Jr., certified by the public authority wherein such original death certificate is a matter of record and that said Vernon L. Looney Jr., who is named in said death certificate is one and the same person as V. L. Looney named in the aforesaid warranty deed as a grantee with Patricia E. Looney, this affiant;

7-

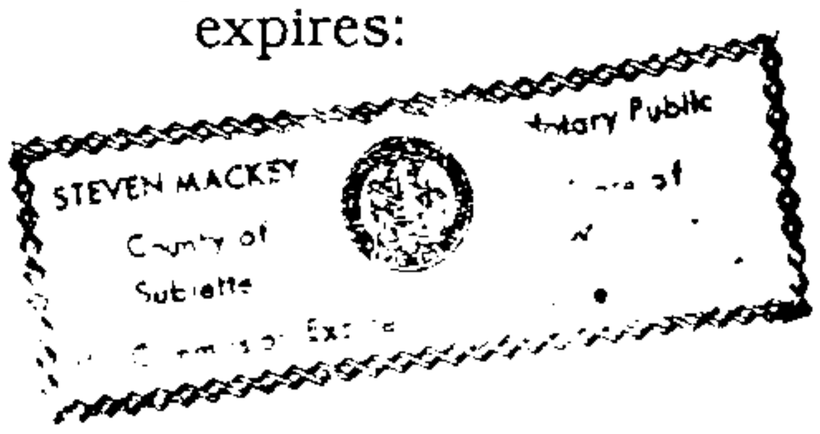
That this affiant is one and the same person as Patricia E. Looney, grantee with V. L. Looney in the aforementioned warranty deed.

Patricia E. Looney

Subscribed in my presence and sworn to before me this 1st day of May, 1991.

Notary Public

My Commission expires:



627

STATE OF WYOMING
DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 01586

TYPE OR PRINT IN PERMANENT INK. FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT—NAME: FIRST VERNON MIDDLE L. LAST LOONEY Jr.
2. SEX: MALE
3. DATE OF DEATH (Mo. Day. Yr.): APRIL, 27, 1986
4a. RACE (e.g. White, Black, American Indian, etc.): WHITE
4b. ORIGIN OR DESCENT (e.g. Italian, Mexican, German, Puerto Rican, English, Cuban, etc.): IRISH/SCOTCH/ NORW
5a. AGE—Last Birthday (Yrs.): 56
5b. UNDER 1 YEAR: MOS. / DAYS
5c. UNDER 1 DAY: HOURS / MINS
6. DATE OF BIRTH (Mo. Day. Yr.): DECEMBER, 27, 1929
7a. PLACE OF DEATH—Hospital or other institution—Name (If not in either give street and number): 12 MI. WEST HWY 191 ON COUNTY 354
7b. IF HOSP. OR INST. indicate DOA 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 OR INDUSTRY: CATTLE/REAL ESTATE
15a. RESIDENCE STATE: WYOMING
15b. COUNTY: SUBLETTE
15c. CITY, TOWN OR LOCATION: PINEDALE
15d. STREET AND NUMBER: BOX 322
15e. INSIDE CITY LIMITS? (Specify Yes or No): NO

PARENTS

16. FATHER—NAME: FIRST VERNON. MIDDLE L. LAST LOONEY
17. MOTHER'S MAIDEN NAME: FIRST CAPTOLA MIDDLE M. LAST AUS
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 NUMBER 115
20c. ADDRESS OF FACILITY: 164 N. BRIDGER AVE PINEDALE

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

21a. To the best of my knowledge death occurred at the time, date and place and due to the cause(s) stated. Signature and Title: [signature]
21b. DATE SIGNED (Mo. Day. Yr.): APRIL, 28, 1986
21c. HOUR OF DEATH: APROX, 7:30 A. M
21d. NAME OF ATTENDING PHYSICIAN (If Other Than Certifier) (Type or Print):
NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print):

To be Completed by CORONER Only

22a. On the basis of [illegible] and [illegible] date and place and due to the [illegible] stated. Signature and Title: [signature] CORONER
22b. DATE SIGNED (Mo. Day. Yr.): APRIL, 28, 1986
22c. HOUR OF DEATH: APROX. 7:30 A. M
22d. PRONOUNCED DEAD (Mo. Day. Yr.): ON APRIL, 27, 1986
22e. PRONOUNCED DEAD (Time): AT 9:47 A. M

23. REGISTRAR: J. T. JOHNSTON MD. PINEDALE, WYO. 82941
24a. (Signature): [signature]
24b. DATE RECEIVED BY REGISTRAR (Mo. Day. Yr.): APRIL, 28, 1986

CAUSE OF DEATH

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

25. PART I. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR a), b) AND c).
a) [illegible] Cardiac arrest [illegible]
DUE TO OR AS A CONSEQUENCE OF
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: ----------

RECORDED
STATE OF WYOMING

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 inked, this is not an official certified copy.

[signature], M.D.
Lawrence J. Cohen, M. D.
State Registrar

[signature]
Richard O. Hall
Deputy State Registrar

THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

MARVIN D. PRICE, Plaintiff vs. JAMES M. THOMAS and MARGIE J. THOMAS, husband and wife, MORTGAGE FINANCE, INC., and NILE VALLEY FEDERAL SAVINGS AND LOAN ASSOCIATION Defendants	Civil No. 3889

FILED
BY: M. M. Jensen
MAY 2 1991
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

ORDER NUNC PRO TUNC
FOR DISMISSAL OF MORTGAGE FINANCE, INC.

UPON MOTION on the Plaintiff for dismissal of Mortgage Finance, Inc., also known as Mortgage Finance, Inc., Service Corporation, stating as grounds therefor that Mortgage Finance, Inc., has no right, title or interest in the property which is the subject of this action, and the Court being fully advised in the premises, FINDS that Mortgage Finance, Inc., has no right, title or interest in the real property which is the subject of this action.

IT IS, THEREFORE, ORDERED AND DECREED that all right, title and interest or Mortgage Finance, Inc., in the following described real property:

That part of the NW¼NE¼ of Section 14, Township 33 North, Range 113 West of the 6th P.M., Sublette County, Wyoming, described as follows:
BEGINNING at the northeast corner of said NW¼NE¼; thence S 89°28.5' W, 1239.33 feet along the north line of said NW¼NE¼ to a corner N 89°28.5' E, 80.00 feet from the northwest corner of said NW¼NE¼; thence continuing S 89°28.5' W, 2.30 feet along said north line to a point under the existing 5-wire barbed wire fence; thence coursing with said fence as follows:
Thence S 18°16.4' W, 9.02 feet to a point; thence S 85°10.1' E, 59.13 feet to a point; thence S 86°30.2' E, 222.13 feet to a point; thence S 82°58.5' E, 112.40 feet to a point; thence S 86°22.3' E, 612.29 feet to a point; thence S 54°48.1' E, 295 feet, more or less, to an intersection with the east line of said NW¼NE¼, and leave said fence; Thence N 00°01.0' W, 261 feet, more or less, along said east line to the Corner of Beginning.

232810

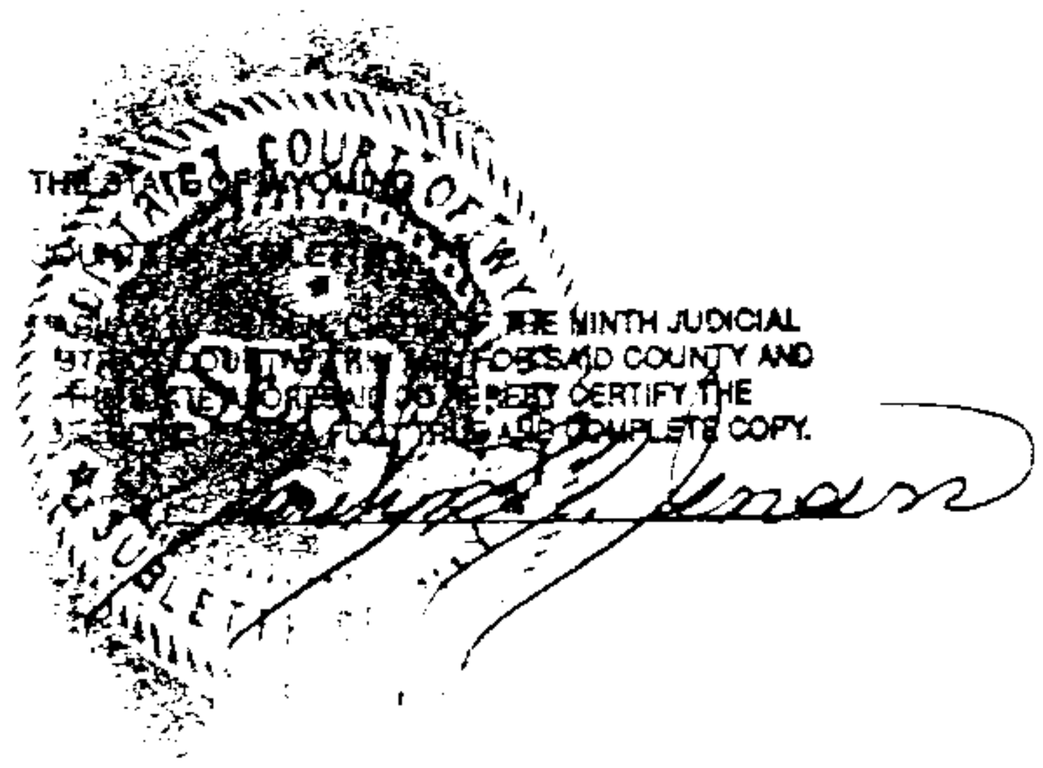
RECORDED May 3 1991 2:46 P M
IN BOOK 58 Misc. PAGE 628
FEES $6.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

is vested in Nile Valley Federal Savings and Loan Association pursuant to assignment; that Mortgage Finance, Inc., has no right title, or interest in said real property; and that Mortgage Finance, Inc., be and hereby is dismissed as a party defendant in this action.

Dated this 30th day of April, 1991.

BY THE COURT:

District Judge



STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

BETTY A. GOLDEN,

Plaintiff,

vs.

CHARLES A. GOLDEN, JR.,

Defendant.

Civil Action No. 5011

232813

RECORDED May 3 1991 3:55 PM
IN BOOK 58 Misc. PAGE 630
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Mona Raley

FILED
BY:
AUG 28 1989
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

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 and having filed an Answer and Waiver of notice of hearing herein, the Plaintiff having appeared in person and through her attorney, 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 November 4, 1978 and are presently man and wife.

3. That two children were born of this marriage to-wit: GRANT L. GOLDEN, born 8/17/82 and LINSEY R. GOLDEN, born 5/14/85. Plaintiff is a proper person to be awarded the sole care and custody of said minor children subject to reasonable visitation in the Defendant.

4. That the parties have entered into a Separation Agreement which provides for an equitable division of the parties personal property and real property.

5. That the debts of the parties be equitably divided by the Court and the Defendant be indemnified and held harmless from the debt associated with said real property.

6. That irreconcilable differences have arisen in the marital relationship of the parties and the Plaintiff is entitled to a divorce.

7. That the Defendant should be ordered to pay the sum of One Hundred Twenty-Five and NO/100 ($125.00) Dollars per month per child as support for said minor children. All payments should be made through the office of the Clerk of District Court, P.O. Box 292, Pinedale, WY 82941.

WHEREFORE, IT IS HEREBY ADJUDGED, ORDERED AND DECREED:

1. That the marriage between the Plaintiff and the Defendant be and hereby is dissolved and the Plaintiff be and hereby is awarded an absolute Decree of Divorce from the Defendant.

2. That each party be and hereby is awarded those items of personal and real property as indicated in the Separation Agreement. Said Separation

Agreement is hereby incorporatd and merged herein as if set forth in full and the parties are ordered to comply in full with the provisions therein. Specifically the Plaintiff is awarded in part as her sole and separate property the real property described as:

> Lots Eight (8), Nine (9) and Ten (10), Block Twenty-Three (23), Hennick 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 award of this real property is complete upon the entry of this Decree and does not require further action of the Defendant. This real property has an outstanding debt against it. Plaintiff shall indemmnify and hold Defendant harmless from said debt.

3. That the Plaintiff be and hereby is awarded the sole care, custody and control of the parties' minor children GRANT L. GOLDEN and LINSEY R. GOLDEN. The Defendant is granted reasonable visitation with said children. The Defendant shall not consume alcholic beverages during his visitation periods.

4. 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 $125.00 per month per child as child support for the parties' minor children. 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 monthly payment shall be due on 9/1/89 and on the 1st day of each and every month thereafter until the children reach age nineteen or are otherwise emancipated or pending further order of this Court.

5. 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. The present address of the Plaintiff is P.O. Box 1279, Pinedale, WY 82941. The present address of the Defendant is P.O. Box 91, Pinedale, WY 82941.

DATED this 25th day of August, 1989.

D. TERRY ROGERS
District Court Judge

THE STATE OF WYOMING
SUBLETTE
I, CLERK OF THE NINTH JUDICIAL
SEAL
WITHIN AND FOR SAID COUNTY AND
SAID DO HEREBY CERTIFY THE
FULL TRUE AND COMPLETE COPY.

No. 5162
RE-W4-95

STATE OF WYOMING

GRANT OF EASEMENT FOR

Roadway

TO

United States of America

KNOW ALL MEN BY THESE PRESENTS, That the Board of Land Commissioners of the State of Wyoming, acting within the authority vested in it by and under the Constitution and laws of the State of Wyoming, does, for and in consideration of the payment of One thousand dollars and 00/100 ($1,000.00) grant to United States of America for the uses and purposes and upon the conditions hereinafter set forth, an easement for road purposes in perpetuity over a certain tract of land situated in the County of Sublette, State of Wyoming, more particularly described as follows:

All that portion of NE¼NE¼ Section 16, T.28N., R.112W., of the 6th P.M., Sublette County, Wyoming, lying between parallel right of way lines 70 feet apart, being 35 feet on each side when measured at right angles or radially to the following described survey line, said parallel right of way lines begin on the north boundary of said Section 16 and end on the east boundary of said Section 16:

Beginning at station 0+00.00 said station being N.89°08'E'., 4820.73 feet from the corner common to Sections 8, 9, 16 and 17, Township 28 North, Range 112 West, Sixth Principal Meridian, Sublette County, Wyoming; thence S.47°06'E., 76.14 feet to station P.C. 0+76.14: thence along a curve to the left with a central angle of 2°14', said curve having a 12.30 foot tangent and an arc distance of 24.59 feet to THE TRUE POINT OF BEGINNING, said point being station 1+00.73 and also being on the North Section line of said Section 16 and entering State of Wyoming lands; thence along a curve to the left with a central angle of 11°33', said curve having a 63.55 foot tangent and an arc distance of 126.68 feet to station P.t. 2+27.41; thence S.60°53'E., 118.50 feet to station P.C. 3+45.91' thence along a curve to the right with a central angle of 8°53', said curve having a 100.00 foot tangent and an arc distance of 199.60 feet to station P.T. 5+45.51; thence S.52°00'E., 24.16 feet to station 5+69.67, said station being on the East Section line of said Section 16 and leaving State of Wyoming lands; thence S.52°00'E., 409.17 feet to station 9+78.84, said station being S.32°27'E., 601.20 feet from the corner common to Sections 9, 10, 15, and 16, Township 28 North, Range 112 West, Sixth Principal Meridian, Sublette County, Wyoming.

The above described parcel of land contains 0.75 acres, more or less.

This description is based on a survey done under the direction of Donald M. Schramm, Wyoming L.S. No. 575, in August, 1983.

The above described tract being more specifically shown upon a map in the office of the Commissioner of Public Lands, filed with and made a part of an application for right of way.

TO HAVE AND TO HOLD for continuous use said easement over the above described land for the use and benefit to locate, construct, control, maintain, improve, relocate, and repair a road within the designated right of way.

PROVIDED, That the easement granted hereby shall never be used so as to interfere with or impair the full development of the land embraced therein for its minerals or coal, or interfere with or impair the full or complete extraction therefrom by the State of Wyoming or its legal grantees or lessees of all minerals or coal contained in said land, including oil and gas.

232524

RECORDED May 7 19 91 11:10 AM
IN BOOK 58 Misc. PAGE 632
FEES $ 3.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

632

United States of America

PROVIDED FURTHER, That the easement granted hereby shall not be used to the detriment or injury of the grazing or agricultural lessees or purchasers of said land from the State of Wyoming, or their livestock or property, or so as to interfere with their use and enjoyment of the surface embraced in the easement for grazing purposes or the cultivation of crops.

PROVIDED FURTHER, That upon the abandonment or discontinuance of the use of said tract of land for said purpose for which granted, the rights of said grantee to the use of said land and easement shall terminate and cease, and all rights and interest vested in said grantee by this grant of easement shall revert to the State of Wyoming, its successors and assigns, the same as if this grant had never been made. Should land be abandoned by grantee, said land will be returned to a condition satisfactory to the landowner.

IN TESTIMONY WHEREOF, The Board of Land Commissioners has caused this instrument to be signed by its President and countersigned by its Secretary, and its seal to be hereunto affixed the 22nd day of March, A.D. 1991.

BOARD OF LAND COMMISSIONERS SEAL WYOMING

(SEAL)

Acting Governor, President Board of Land Commissioners

3-20-91

Countersign: Commissioner of Public Lands, Secretary

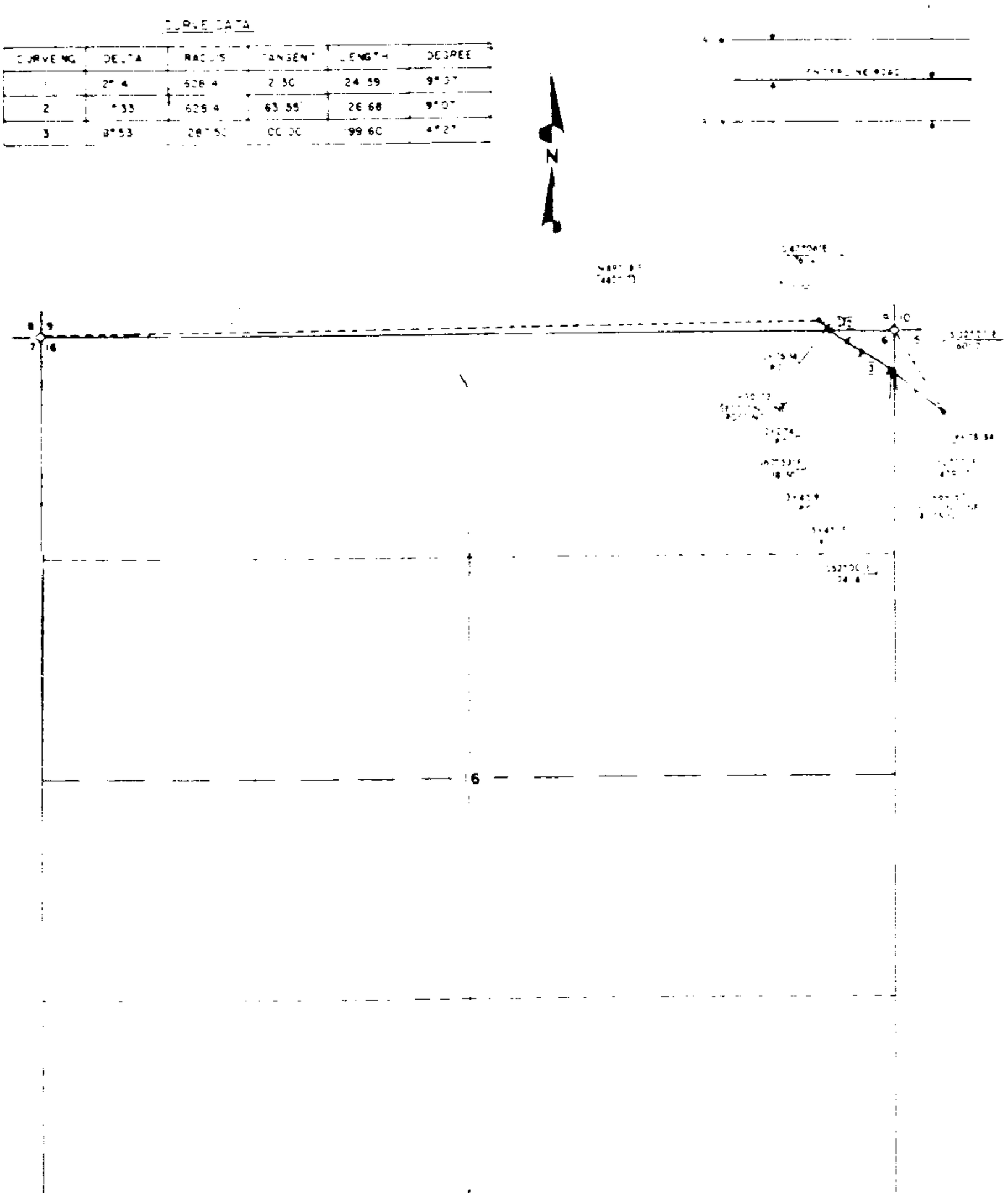
Examined

Section 16 T 28 N, R 112 W, 6th PM
Sublette County, Wyoming

BASIS OF BEARING ... OBSERVATION

CURVE DATA

CURVE NO.	DELTA	RADIUS	TANGENT	LENGTH	DEGREE
1	2° 4	628 4	2 30	24 59	9° 3'
2	° 33	628 4	63 55	26 66	9° 0'
3	8° 53	28° 5[illegible]	CC DC	99 60	4° 2'



CERTIFICATE OF SURVEYOR
State of Wyoming
County of Sweetwater ss

I, Donald W. Schramm of Rock Springs, Wyoming hereby certify that this map was made from notes taken during an actual survey made by Ron Tanner August 2, 1982 and that such survey is accurately represented on this map

Surveyor Date
Wyoming [illegible]

634

RE 44-95

CHIMNEY ROAD

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Cheyenne, Wyoming

[illegible] ACRES MORE OR LESS

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 7th day of May, 1991, between FOOTHILLS DEVELOPMENT CO., INC., a Wyoming corporation, as Seller, and GENE G. WALKER and ANITA A. WALKER, husband and wife, 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 Twelve (12), 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.
>
> Buyers' address for tax purposes is P.O. Box 963, Jackson, WY 83001.

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

DATED this 7th day of May, 1991.

ATTEST:

SEAL

Mary E. Sulenta
SECRETARY

SELLER:
FOOTHILLS DEVELOPMENT CO., INC.,
a Wyoming corporation:

BY: John M. Sulenta
JOHN M. SULENTA, President

DATED this 2nd day of May, 1991.

232836

BUYERS:

Gene G. Walker
GENE G. WALKER

Anita A. Walker
ANITA A. WALKER

RECORDED May 7 IN 91 2:40 P.M.
IN BOOK 58 Misc. PAGE 635
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum of 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 7th day of May, 1991.

WITNESS my hand and official seal.

Susan J Hanson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Dec. 12, 1994

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/94

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing **Memorandum of Agreement** was acknowledged before me by GENE G. WALKER and ANITA A. WALKER, this 2nd day of May, 1991.

WITNESS my hand and official seal.

Judi Roice
NOTARY PUBLIC

My Commission Expires: November 23, 1991

Judi Roice - Notary Public
County of
Teton
State of
Wyoming
My Commission expires Nov. 23, 1991

RED A COUNTY ROAD BY THE BOARD OF
Y COMMISSIONERS THIS _____ DAY OF
_____, 1979.

OF COUNTY COMMISSIONERS
TTE COUNTY, WYOMING

J. Alexander
IRMAN

Lois E. Cobb
COMMISSIONER

Lammers
OMMISSIONER

ATTEST: _____
COUNTY CLERK

TTY CLERK DID NOT ATTEST THE SIGNATURES OF THE BOARD OF COUNTY
RS ON THE 6TH DAY OF NOVEMBER, 1979, WHEN THE ENABLING RESOLUTION
D. THE CURRENT BOARD AND COUNTY CLERK ARE SIGNING IN THEIR STEAD
6 TH DAY OF JANUARY, 1991.

Randall
NDALL, CHAIRMAN

Monte B. Skinner
MONTE B. SKINNER, MEMBER

Wassenberg
WASSENBERG, MEMBER

ATTEST: Mary L. Lankford
MARY L. LANKFORD, COUNTY CLERK

UNTY ROAD 23-203

232839

RECORDED May 8 1991 8:30 AM
IN BOOK 58 Misc. PAGE 637
FEES $N/C Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mae Riley

LOCATED IN

ECTIONS 6 AND 7, T. 33N., R. 108 W.

SUBLETTE COUNTY, WYOMING

B.W. 10-15-79

J.O. 502

[redacted]

[redacted]

[redacted]

SW1/4NE1/4 5.9

S.W. 57.4.74' - Section Line No

E 212.24' to Section Line

POINT C - Sheet 2 of 2

232840

RECORDED May 8 1991 8:30 A M

IN BOOK 58 Misc. PAGE 638

FEES $ N/C Mary L. Lankford COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By: Mary Riley

PLAT TO ACCOMPANY APPLICATIONS FOR RIGHT OF WAY FROM THE UNITED STATES OF AMERICA and PRIVATE EASEMENTS for REDSTONE NEW FORK RIVER COUNTY ROAD NO. 23-204

SUBLETTE COUNTY, WYOMING

sheet 1 of 2

639

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 9th day of May, 1991, between JOHN M. SULENTA and GRACE E. SULENTA, as Sellers, and RICHARD D. COLLARD, and PATRICIA J. EHRMAN, 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:

Two tracts of land located in the N½S½ SE¼NW¼ of Section 29, Township 38 North, Range 113 West of the 6th P.M., Sublette County, Wyoming more particularly described as follows:

Tract 1.
Beginning at a point that lies on the south line of the N½S½SE¼NW¼ of said Section 29, and being 770.0 feet easterly of the SW corner of the N½S½SE¼NW¼ of Section 29;
thence easterly along the south line of the N½S½SE¼NW¼ for a distance of 154.0 feet;
thence northerly and parallel to the west line of the SE¼NW¼ of Section 29 for a distance of 300.0 feet;
thence westerly and parallel to the south line of the N½S½SE¼NW¼ for a distance of 154.0 feet, more or less;
thence southerly and parallel to the west line of the SE¼NW¼ for a distance of 300.0 feet more or less, to the point of beginning; and,

Tract 2.
Beginning at a point that lies on the south line of the N½S½SE¼NW¼ of said Section 29, and being 924.0 feet easterly of the SW corner of the N½S½SE¼NW¼ of Section 29;
thence easterly along the south line of the N½S½SE¼NW¼ for a distance of 313.1 feet, more or less, to a point on the westerly right-of-way line of U.S. Highway 187;
thence northwesterly along the westerly right-of-way line for a distance of 413.7 feet, more or less;
thence westerly and parallel to the south line of the N½S½SE¼NW¼ for a distance of 28.3 feet, more or less;
thence southerly and parallel to the west line of the SE¼NW¼ for a distance of 300.0 feet, more or less, to the point 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.
RESERVING UNTO GRANTOR one-half (½) of all minerals and mineral interests appurtenant to or underlying the conveyed real property.

Buyers' address for tax purposes is P.O. Box 20326, Jackson, WY 83001

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

DATED this 9th day of May, 1991.

232853

RECORDED May 10 IN 91 1252
IN BOOK 58 Misc PAGE 639
FEES $4.00 Mary L. Langford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

SELLERS:

John M. Sulenta
JOHN M. SULENTA

Grace E. Sulenta
GRACE E. SULENTA

DATED this 7th day of May, 1991.

[redacted] [redacted] [redacted]

BUYERS:

RICHARD D. COLLARD

PATRICIA J. EHRMAN

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum of Agreement** was acknowledged before me by JOHN M. SULENTA and GRACE E. SULENTA, this 9th day of May, 1991.

WITNESS my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Dec. 12, 1994

NOTARY PUBLIC

My Commission Expires: 12/12/94

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing **Memorandum of Agreement** was acknowledged before me by RICHARD D. COLLARD and PATRICIA J. EHRMAN, this 7th day of May, 1991.

WITNESS my hand and official seal.

MARY L. KAMSTRA
NOTARY
PUBLIC
TETON COUNTY, WY

NOTARY PUBLIC

My Commission Expires: 2/10/95

RE RC

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN RE THE DEATH, HEIRSHIP AND DESCENT OF REAL PROPERTY OF

JEROME ALBERT and LOUELLA MARY ALBERT,

deceased.

Probate No. 1365

FILED
BY: M. M. Jensen
MAR 18 1991
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

DECREE DETERMINING HEIRSHIP

The petition of Mary L. Thompson and Ramona J. Reynolds, filed herein on the 6th day of December, 1990, praying for a determination of death of the decedents, the time thereof and their heirs and the heirship and descent of their real property, comes on regularly to be heard, and the court finds that due and proper notice of said petition and hearing thereon has been given in the manner and for the time as required by law, all of which appears more fully by the affidavit of the publisher of The Pinedale Roundup, the newspaper wherein the required notice was published, and Van Graham, Attorney at Law of Pinedale, Wyoming appears for Carl G. Brown who has filed herein his objection to the said petition and further the court having considered the evidence offered and being advised by the attorneys for the petitioners, and for Carl G. Brown, and the parties having consented to the decree and judgment of the court in the manner following, and no other objections being of record herein nor otherwise known to the Court, and it appearing to the Court that judgment and decree should be entered in the manner following, the Court does now,

ORDER, ADJUDGE AND DECREE THAT:

1. that Jerome Albert, also known as R. Jerome Albert, also known as Robert Jerome Albert, is deceased, and that he died on or about 28th day of April, 1981;

2. that Louella Mary Albert, also known as Louella Albert, is deceased, and that she died on or about the 24th day of July, 1986;

3. that the sole and only next of kin and heirs at law of Jerome Albert,

232856

RECORDED May 10 AD 91 3:15 P
IN BOOK 58 Misc PAGE 641
FEES $8.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
BY: Carol A Cheney, deputy

deceased, were his wife, Louella Mary Albert, and his daughters, Mary L. Thompson and Ramona J. Reynolds, the petitioners herein;

4. that the sole and only next of kin and heirs at law of Louella Mary Albert, deceased, were her daughters, Mary L. Thompson and Ramona J. Reynolds, the petitioners herein;

5. that the real property and real property interests of Jerome Albert, deceased, did upon the death and at the time of death of said Jerome Albert, deceased, descend to and vest in the heirs at law of the said decedent in amounts and shares as follows, to-wit:

Louella Albert, wife of the decedent, one-half; and
Mary L. Thompson, daughter of the decedent, one-fourth; and
Ramona J. Reynolds, daughter of the decedent,one-fourth;

and further the real property and real property interests of Louella Albert, deceased, did upon the death and at the time of death of said Louella Albert, deceased, descend to and vest in the heirs at law of the said decedent in amounts and shares as follows, to-wit:

Mary L. Thompson, daughter of the decedent, one-half, and
Ramona J. Reynolds, daughter of the decedent, one-half;

and that upon and by reason of the deaths of Jerome Albert, and Louella Albert, an undivided one-fourth part and share of and interest in and to all of the oil and gas situate in and under and that may be produced from the following described lands situate in the County of Sublette, and State of Wyoming, to-wit:

TOWNSHIP 34 NORTH, RANGE 111 WEST OF THE 6TH P.M.

Section 7 - SE/4, SE/4NE/4,
Section 8 - W/2SW/4, SW/4NW/4,
Section 17 - W/2NW/4,
Section18 - NE/4, NW/4SE/4,

did descend to and vest in Mary L. Thompson and Ramona J. Reynolds equally and in equal shares of one-eighth each.

Dated this 15th day of March, 1991.

D. TERRY ROGERS, District Judge

Approved as to form:

Steven Mackey
Attorney for petitioners, Mary L. Thompson and Ramona J. Reynolds
Pinedale, Wyoming, 82941

Van Graham
Attorney for Carl G. Brown, Jr.
Pinedale, Wyoming, 82941

THE STATE OF WYOMING
COUNTY OF SUBLETTE

MARILYN M. JENSEN, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND THE STATE AFORESAID DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY.

SIGNED

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN RE THE DEATH, HEIRSHIP AND DESCENT OF REAL PROPERTY OF

ROBERT T. ALBERT and CHARLES W. ALBERT,

deceased.

Probate No. 1377

FILED
BY: M M Jensen
APR 25 1991
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

DECREE DETERMINING HEIRSHIP

The petition of Phyllis F. Albert, Don W. Albert and Darline A. Barr filed herein on the 12th day of March, 1991, praying for a determination of death of the decedents, the time thereof and their heirs and the heirship and descent of their real property, comes on regularly to be heard, and the court finds that due and proper notice of said petition and hearing thereon has been given in the manner and for the time as required by law, all of which appears more fully by the affidavit of the publisher of The Pinedale Roundup, the newspaper wherein the required notice was published, and further the court having considered the evidence offered and being advised by the attorney for the petitioners, and no objections being of record herein nor otherwise known to the Court, and it appearing to the Court that judgment and decree should be entered in the manner following, the Court does now,

ORDER, ADJUDGE AND DECREE THAT:

1. that Robert T. Albert, is deceased, and that he died on or about 19th day of October, 1947;

2. that Charles W. Albert is deceased, and that he died on or about the 29th day of November, 1985;

3. that the sole and only next of kin and heirs at law of Robert T. Albert, deceased, were his wife, Charlotte Albert, and two sons, Charles W. Albert and R. Jerome Albert;

4. that the sole and only next of kin and heirs at law of Charles W. Albert, deceased, were her wife, Phyllis F. Albert, a daughter, Darline A. Barr and a son, Don W. Albert;

5. that the real property described as follows, to-wit: an undivided one-half (1/2) part and share of and interest in and all of the oil and gas

232857

RECORDED May 10 1991 3:30PM
IN BOOK 58 Misc PAGE 644
FEES 6.00 Mary L Bankhead COUNTY CLERK
SUBLETTE COUNTY CLERK
BY: Carol A. Cheeney, deputy

situate in and under and that may be produced from the following lands situated in the County of Sublette and State of Wyoming, to-wit:

TOWNSHIP 34 NORTH, RANGE 111 WEST OF THE 6TH P.M.

Section 7 - SE/4, SE/4NE/4,
Section 8 - W/2SW/4, SW/4NW/4,

did upon the death of Robert T. Albert, deceased, descend to and vest in his heirs at law in the following shares:

Charlotte Albert, wife of decedent, - one-half (1/2),
R. Jerome Albert, son of decedent, - one-fourth (1/4) and
Charles W. Albert, son of decedent, - one fourth (1/4);

6. that the real property described as follows, to-wit: an undivided one-fourth (1/4) part and share of and interest in and all of the oil and gas situate in and under and that may be produced from the following lands situated in the County of Sublette and State of Wyoming, to-wit:

TOWNSHIP 34 NORTH, RANGE 111 WEST OF THE 6TH P.M.

Section 7 - SE/4, SE/4NE/4,
Section 8 - W/2SW/4, SW/4NW/4,
Section 17 - W/2NW/4,
Section 18 - NE/4, NW/4SE/4,

did upon the death of Charles W. Albert, deceased, descend to and and vest in his heirs at law in the following shares:

Phyllis F. Albert, wife of decedent, - one-half (1/2),
Darline A. Barr, daughter of decedent, - one-fourth (1/4) and,
Don W. Albert, son of decedent, - one-fourth (1/4)

Dated this 25th day of April, 1991.

D. TERRY ROGERS, District Judge

THE STATE OF WYOMING
COUNTY OF SUBLETTE

I, MARILYN M. JENSEN, CLERK OF THE FIFTH JUDICIAL DISTRICT COURT, WITHIN AND FOR SAID COUNTY AND THE STATE AFORESAID, DO HEREBY CERTIFY THE FOREGOING TO BE A FULL, TRUE AND COMPLETE COPY.

SIGNED

R/W 31984

RIGHT-OF-WAY EASEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of

Ten and No/100---------- Dollars ($ 10.00) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado 80202, Grantee its successors, assigns, lessees, licensees and agents a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest in County

of Sublette County State of Wyoming

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State.

A strip of land sixteen (16) feet in width being eight (8) feet on each side of a centerline in the NW¼ NW¼ and NW¼ NE¼ of Section 29, T.27N., R.112W., NW¼ of Section 28, T.27N., R.112W., and SW¼ Section 21, T.27N. R.112W., 6th P.M., Sublette County, Wyoming, being more particularly set forth on the exhibit and description for right of way No. 31984 attached hereto and made a part hereof.

TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above described property, the right to clear and keep cleared all trees and other obstructions as may be necessary.

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this 2 day of January, 19 91

Zane E. Newsom
Zane E. Newsom

Florence Marie Newsom
Florence Marie Newsom

232859

RECORDED May 13 1991 9:00 AM
IN BOOK 58 Misc. PAGE 646
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Kelly

STATE OF Wyoming)
) ss
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me this 21 day of January, 19 91

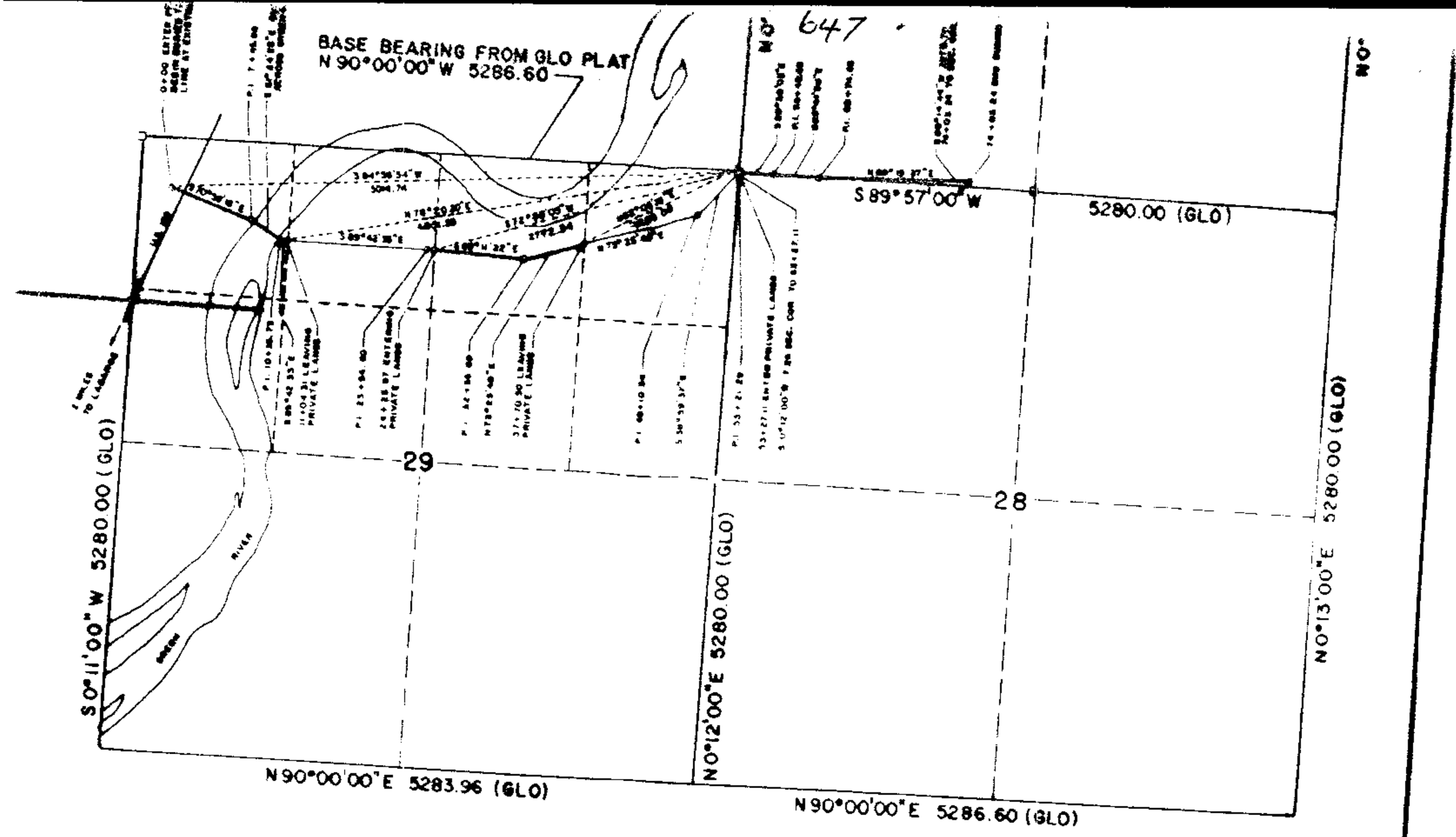
By Zane E Newsom and Florence Marie Newsom

Witness my hand and official seal.

Notary Public

My Commission Expires 1-7-94

646



T27N, R112W, 6TH P.M.
SUBLETTE COUNTY, WYOMING

CERTIFICATE OF SURVEYOR

E OF WYOMING)
) ss:
TY OF LINCOLN)

I, GEORGE DALE CRANK OF KEMMERER WYOMING, A PROFESSIONAL ENGINEER AND SURVEYOR, DO HEREBY CERTIFY THAT THIS MAP WAS MADE FROM NOTES TAKEN E AN ACTUAL SURVEY MADE UNDER MY DIRECTION DURING NOVEMBER 1990, AND SAID SURVEY IS ACCURATELY REPRESENTED UPON THIS MAP.

GEORGE DALE CRANK P.E. & L.S. 574

11/26/90

TEL # 382-2342
ENGR J STOUT
US WEST W-O-4886

RW 31984
RIGHT OF WAY MAP
FOR
BURIED TELEPHONE LINE
ACROSS
PRIVATE LANDS
SECTIONS 21, 28, 29, T27N, R112W, 6TH P.M
SUBLETTE COUNTY, WYOMING

AFFIRMATION AND APPROVAL OF PLAT

WHEREAS, on 6/3/83, WILLIAM ROBERT TANNER and HELEN TANNER did cause a certain plat to be recorded at Book 42 of Miscellaneous, Page 472, in the office of the County Clerk, Sublette County, Wyoming; and,

WHEREAS, said plat constituted a subdivision of Block Ten (10), Marbleton Townsite, Sublette County, Wyoming; and,

WHEREAS, at the time of the execution and filing of said plat, ROBERT C. PRIDDIS and ANNETTE S. PRIDDIS, husband and wife, were owners of certain real property located in said Block Ten (10); and,

WHEREAS, there now exists some question of the validity of said plat due to the failure of ROBERT C. PRIDDIS and ANNETTE S. PRIDDIS, husband and wife, to execute said plat; and,

WHEREAS, ROBERT C. PRIDDIS and ANNETTE S. PRIDDIS, husband and wife, desire to affirm said plat in all respects.

NOW THEREFORE, IN CONSIDERATION OF THE AFOREDESCRIBED PLAT HAVING BEEN SIGNED AND RECORDED:

ROBERT C. PRIDDIS and ANNETTE S. PRIDDIS, husband and wife, hereby ratify, affirm in all respects, and approve that certain plat recorded on 6/3/83 in Book 42 of Miscellaneous, Page 472, in the office of the County Clerk, Sublette County, Wyoming. Any and all land owned by said ROBERT C. PRIDDIS and ANNETTE S. PRIDDIS, husband and wife, within the aforesaid Block Ten (10) shall be bound by the aforesaid plat.

DATED this 14th day of May, 1991.

232899

RECORDED May 14 19 91 4:30 P M
IN BOOK 58 Misc. PAGE 648
FEES $ 4.00 Mary C. Lockhart COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: marie Pixley

Robert C Priddis
ROBERT C. PRIDDIS

Annette S. Priddis
ANNETTE S. PRIDDIS

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Affirmation and Approval of Plat** was acknowledged before me by ROBERT C. PRIDDIS and ANNETTE S. PRIDDIS, this 14th day of May, 1991.

DIANNE DAVISON
Notary Public - State of Wyoming
Sublette County, Wyoming
Commission Expires 9/8/93

Diane Davison
NOTARY PUBLIC

My Commission Expires:

THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF BOYD C. KELLY, Deceased	Probate No. 1313

FILED
BY: [illegible]
MAY 7 1991
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

DECREE OF DISTRIBUTION

THIS MATTER comes on for hearing before the Court on the 12th day of April, 1991, 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 said Final Report and Petition for Distribution are true and correct; that there has been no income or disbursements by the estate, other than costs, expenses, and fees of administration, all of which are a part of the Court file, so an accounting is excused; that no inheritance tax or estate tax is chargeable against the estate and that the filing of a receipt should be excused; that the conduct of the Personal Representative in the administration of this estate as reflected

232901

RECORDED May 15 AD 91 9:30 A M
IN BOOK 58 Misc. PAGE 649
FEES $ 2.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

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 Petition for Distribution, and all doings of the Personal Representative in the premises; that Boyd P. Kelly, as Trustee of the BOYD C. KELLY LIVING TRUST 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 as shown on the inventory as filed herein are hereby declared to be the sole property of and are hereby set over to and vested absolutely in:

Boyd P. Kelly, as Trustee of
the BOYD C. KELLY LIVING TRUST
5105 Caballeros
San Luis Obispo, CA 93401

which property includes all right, title and interest of the decedent in the following described real property:

One-half (½) mineral interest in and to the following described real property located in Sublette County, Wyoming:

T 33 N, R 111 W of the 6th P.M.
Section 3: Lots 3, 4, S½NW¼, SW¼
Section 4: Lots 1, 2, S½NE¼, SE¼

T 34 N, R 111 of the 6th P.M.
Section 19: Lot 4
Section 28: E½
Section 30: Lots 1, 2, 3, E½NW¼, NE¼SW¼
Section 33: E½
Section 34: SE¼

T 34 N, R 112 of the 6th P.M.
Section 1: W½SW¼
Section 2: Lots 3, 4, S½N½, N½S½, S½SW¼, SE¼SE¼
Section 3: Lots 1, 2, 3, SW¼, W½SE¼, SE¼SE¼, S½NE¼, SE¼NW¼
Section 4: SE¼SE¼
Section 8: N½SE¼, SE¼SE¼
Section 9: SW¼NW¼, S½
Section 10: N½, N½SE¼
Section 11: NW¼, W½NE¼, W½SW¼
Section 24: W½SW¼, S½SE¼
Section 25: N½, N½S½, SW¼SE¼

T 35 N, R 112 W of the 6th P.M.
Section 34: S½NW¼, SW¼NE¼, S½
Section 35: W½SW¼

T 35 N, R 113 W of the 6th P.M.
Section 17: W½SW¼
Section 18: NE¼SE¼, W½SE¼
Section 19: Lots 2, 3, NE¼SW¼, W½SE¼, NW¼NE¼, SE¼NW¼, S½NE¼
Section 20: W½NW¼

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 the Trustee or successor Trustee as 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 her Petition for Discharge.

DATED this 6th day of May, 1991.

BY THE COURT:

D. TERRY ROGERS
District Court Judge

THE STATE OF WYOMING
COUNTY OF SWEETWATER
I, [illegible], CLERK OF THE NINTH JUDICIAL DISTRICT WITHIN AND FOR SAID COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THE WITHIN AND FOREGOING IS A TRUE AND CORRECT COPY.

AFFIDAVIT

STATE OF WYOMING)
SS
COUNTY OF SUBLETTE)

Mabel James being first duly sworn upon her oath, according to law, deposes and says:

1-

That she resides at Pinedale in the County of Sublette, and State of Wyoming, and that she is an adult person;

2-

That this affidavit is made pursuant to authorization of law and concerns the following described real estate and premises situate in the County of Sublette and State of Wyoming, to-wit:

TOWNSHIP 33 NORTH, RANGE 109 WEST OF THE 6TH P. M., SUBLETTE COUNTY, WYOMING

Section 2: A tract of land located in Lot 4 of said Section 2 described as beginning at a point which is S. 00°05'W., a distance of 615.0 feet from the Northwest Corner of said Section 2; thence from said point of beginning S.89°55'E., (along the south boundary of a tract of land belonging to Judson B. and Karen K. Faler as recorded in Book 14 Deeds 580) to a point of intersection with the centerline of an easement granted to V. Larry Looney (20 Misc. 290); thence southerly along said centerline of easement to a point on the south boundary of said Lot 4; thence Westerly along said south boundary of Lot 4 (also being on the north boundary of a tract of land deeded to V. Larry Looney in 11 Deeds 161) a distance of 185 feet to the west section line; thence N. 00°05'E., along said west section line to the point of beginning;
TOGETHER with all buildings, fences and improvements situate thereon or appurtenant thereto;

232921

RECORDED May 17 AT 9:45 A.M.
IN BOOK 58 Misc PAGE 652
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3-

That by quitclaim deed dated the 10th day of May, 1950, and filed for record in the office of the County Clerk of Sublette County, Wyoming on the 11th day of May, 1950, and recorded in Book 1 of the Quitclaim Deed

Records of said office at page 587, the above described real estate and premises were remised, released and forever quitclaimed by Elmer R. Nutting and Madaliene Nutting, husband and wife, unto Orval James and Mabel Edna James, husband and wife, grantees, of Sublette County, Wyoming, as joint tenants, or the survivor thereof;

4-

That the grantees, Orval James and Mabel Edna James, were husband and wife at the time of said deed and the real estate and premises so released and quitclaimed and all right, title interest and equity therein and thereto, did by said deed did vest in the said Orval James and Mabel Edna James, husband and wife, and in the survivor of them;

5-

That the aforesaid Orval James is deceased and that said Orval James died on the 24th day of April, 1991, in the County of Sublette and State of Wyoming;

6-

That all interest of the aforesaid Orval James in and to the above described real estate and premises did upon his death and at the time of death death terminate, by operation of law, and by operation of law the aforesaid real estate and premises did remain vested in Mabel Edna James as the surviving joint tenant,did by operation of law, at the time of death of Orval James become the sole owner of the above described real estate and premises;

7-

That attached hereto and by this reference made a part of hereof is a copy of the official death certificate of Orval Cecil James certified by the public authority wherein such original death certificate is a matter of record and said Orval Cecil James who is named in said death certificate is one and the same person as Orval James named in the aforesaid warranty deed as a grantee with Mabel Edna James, this affiant;

That this affiant is one and the same person as Mabel Edna James, grantee with Orval James in the aforementioned quitclaim deed.

Mabel James

Subscribed in my presence and sworn to before me this 17 day of May, 1991.

Notary Public

My commission expires:

STEVEN MACKEY
Notary Public
County of Sublette
State of Wyoming
My Commission Expires June 22 1992

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 01491 — STATE FILE NUMBER

DECEDENT

1. DECEDENT-NAME: FIRST ORVAL — MIDDLE CECIL — LAST JAMES
2. SEX: M
3. DATE OF DEATH (Mo. Day. Yr.): APRIL 24, 1991
4. SOCIAL SECURITY NUMBER: 520-24-5049
5a. AGE-Last Birthday (Years): 70
5b. UNDER 1 YEAR: Months / Days
5c. UNDER 1 DAY: Hours / Minutes
6. DATE OF BIRTH (Mo. Day. Yr.): SEPTEMBER 9, 1920
7a. PLACE OF DEATH (Check only one): ☐ Inpatient ☐ ER/Outpatient ☒ DOA | ☐ Nursing home ☐ Residence ☒ Other (Specify): CLINIC
7b. FACILITY NAME (If not institution, give street and number): PINEDALE MEDICAL CLINIC
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): WYOMING
9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): MARRIED
10. SURVIVING SPOUSE (If wife, give maiden name): MABEL E. SEATON
11. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no): YES ARMY
12a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): RANCHER
12b. KIND OF BUSINESS OR INDUSTRY: AGRICULTURE
13a. RESIDENCE - STATE: WYOMING
13b. COUNTY: SUBLETTE
13c. CITY, TOWN OR LOCATION: PINEDALE
13d. STREET AND NUMBER: 18 JAMES LANE
13e. INSIDE CITY LIMITS? (Specify yes or no): NO
14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes-if yes, specify Cuban, Mexican, Puerto Rican, Etc.): NO — ☐ 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 AMASA — Middle — Last JAMES
18. MOTHER'S NAME: First PAULINE — Middle — Maiden Surname PAINTER

INFORMANT

19a. INFORMANT-NAME (Type or Print): MABEL E. JAMES, 18 JAMES LANE, PINEDALE, WYO 82941
19b. RELATIONSHIP TO DECEDENT: WIFE
19c. MAILING ADDRESS — STREET OR R.F.D. NUMBER — CITY OR TOWN — STATE — ZIPCODE: P.O. BOX 417, PINEDALE, WYOMING 82941

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify): BURIAL
20b. DATE (Mo. Day. Yr.): APR. 27, 1991
20c. CEMETERY OR CREMATORY NAME: PINEDALE CEMETERY
20d. LOCATION — CITY OR TOWN — STATE: PINEDALE, WYOMING
21a. FUNERAL SERVICE LICENSEE or Person Acting — Name (Type or Print) — Signature: Edwin Hudson 332
21b. NAME OF FACILITY — Number: HUDSON'S FUNERAL HOME 115
21c. ADDRESS OF FACILITY: BOX 236, PINEDALE, WYO.

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 stated. — Signature and Title: J.T. Johnston M.D.
22b. DATE SIGNED (Mo. Day. Yr.): 4-25-91
22c. HOUR OF DEATH: 8 PM
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): J.T. JOHNSTON M.D. PINEDALE, WYOMING 82941

25a. REGISTRAR — Signature: J.D. Hudson Reg
25b. DATE RECEIVED BY REGISTRAR (Mo. Day. Yr.): 5-6-91

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. Cardiac arrest
DUE TO (OR AS A CONSEQUENCE OF): b. H.P. Lung Fibrosis
DUE TO (OR AS A CONSEQUENCE OF): c. A.C.L.D.
d.

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

Approximate Interval Between Onset and Death:

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

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

THIS IS TO CERTIFY that this reproduction is a true copy of a record on file in Wyoming Vital Records Services, Cheyenne, Wyoming.

This copy is not valid unless it bears a raised seal and the signature of the Deputy State Registrar is in red.

Date Issued May 6, 1991

Lucinda McCaffrey
Deputy State Registrar

[redacted]

232965

RECORDED May 12, 19[redacted] 1 PM
IN BOOK 58 Misc PAGE 656
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
BY Carol A. Cheeny, Deputy

Form E-53
Rev. 6/90

Wyoming State Highway Department

CORRECTIVE **MATERIALS AGREEMENT**

Project No. 013-2(57)
Road Designation Pinedale West
County Sublette

THIS AGREEMENT, made and entered into this 1 **day of** May,
19 91, **by and between** Barber Creek Estates c/o Melvin McLoughlin, Box 3, Daniel, Wy. 83115,
(Landowner's name and address)
hereinafter referred to as "Landowner", and the Wyoming State Highway Department, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Landowner is the owner of the following described land, to wit:
**$N\frac{1}{2}SE\frac{1}{4}$ and $SE\frac{1}{4}NE\frac{1}{4}$, Section 29, Township 34 North, Range 109 West

which land the Department believes to contain stone, gravel, sand or soil of a quantity and quality desirable for use by the Department in construction and maintenance of highway projects; and,

WHEREAS, the Department is desirous of obtaining the right to go upon said land to dig, drill, extract, search, explore and otherwise test said material for highway purposes; and,

WHEREAS, the Department is also desirous of obtaining the right to go upon said land and to take therfrom said stone, sand, gravel, or soil for the purpose herein stted; and,

WHEREAS, the Landowner is agreeable to granting the Department the exclusive right and privilege to enter upon said land for the hereinabove stated purposes.

IT IS FURTHER AGREED that if, in the opinion of the Department, satisfactory and acceptable material is located on the Landowner's property, said Landowner does hereby sell to said Department all of the sand, stone, gravel, or soil which said Department may remove from said parcel of land from the date hereof until the date of December 31, 19 93, at the price of (A) cents per ton, or (A) cents per cubic yard, giving and granting the Department the right to enter upon said parcel of land for the removal of said materials and to erect or construct thereon such machinery and equipment as in the judgment of the Department is necessary and proper to extract and remove from the said land and/or process the material herein purchased, the number of tons or cubic yards to be determined according to methods prescribed in the current edition of Specifications for Road and Bridge Construction, adopted by the State Highway Commission and the further right to enter upon said parcel of land to remove any such equipment, machinery, or structures placed thereon by the Department.

THIS AGREEMENT is for removal of material for use on highway projects and maintenance only and removal by any other persons including the Department's contractor or contractors for any purpose other than as herein provided, shall be under a separate agreement with the Landowner and only with prior written approval of the Department.

(A) At the price of 30.5 cents per ton, or 45.75 cents per cubic yard for surface damages.

IT IS FURTHER AGREED by and between the parties hereto, that the Department and its agents or assigns shall have the right to haul material taken from said parcel of land, across any land owned by the Landowner, on routes mutually agreeable to the parties hereto.

IT IS ALSO AGREED that the Landowner gives the Department the option to extend this Agreement for an additional year upon the same terms and conditions as herein set forth. The Department will exercise this option by notifying the Landowner in writing of its intention to do so prior to the termination of this Agreement.

IT IS FURTHER AGREED that any contractor operating under any agreement or contract with the Department that will extract and remove said material is acting as the agent of the Department and is subject to all rights and responsibilities of the Department under this Agreement, and will be permitted to use said parcel of land to stockpile and/or properly process said material for highway purposes. Compensation for such right shall be $0.00 and in addition to any right and other consideration stated herein.

IT IS FURTHER AGREED that under this Agreement the Department is the owner of the stone, gravel, sand, or soil so removed even if the contractor of the Department removes same as an agent of the Department.

ADDITIONAL CONDITIONS:

1. The premises will be left in a neat condition with backslopes no steeper than 3 to 1.

2. Under the word "process" used hereinabove, it is contemplated that there may be cases wherein controlled emission of smoke, fumes, dust and odors will result. In such event, the Department and its agents or assigns will control said emission and odors as required and in conformity with the existing State and Federal anti-pollution laws.

IT IS DEFINITELY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT THE DEPARTMENT IN NO WAY GUARANTEES OR ASSURES THE LANDOWNER THAT ANY MATERIAL, WHETHER DESIRABLE OR NOT, WILL BE REMOVED IN MEASURABLE QUANTITIES FROM SAID PREMISES; THAT ROYALTY PAYMENT TO THE LANDOWNER WILL BE MADE ONLY IF MATERIAL IS ACTUALLY REMOVED IN MEASURABLE QUANTITIES.

This Agreement shall be binding on the parties' successors and assigns.

** This materials Agreement was previously recorded in the wrong Township. It was recorded as Township 32N and should of been Township 34N.

(Effective April 1, 1991, LAWS 1991, Ch. 241, Section 2, Transportation Commission of Wyoming replaces State Highway Commission of Wyoming and Wyoming Department of Transportation replaces Wyoming Highway Department).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first hereinabove written.

WYOMING STATE HIGHWAY DEPARTMENT

By Delbert A McOmie
For Dist Engr

Melvin McLoughlin
Landowner(s)
(Corporate Seal Required if Applicable)

STATE OF WYOMING
ss.:
COUNTY OF SUBLETTE

83-0273014
Tax I.D./Social Security #

The forgoing instrument was acknowledged before me by Melvin McLoughlin,

_____, _____, this 2nd day of May,

19 91.

Witness my hand and official seal.

LAWRENCE W KONETZKI · NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires October 18, 1992

Lawrence Konetzki
Notary Public

My commission expires: 10/18/92

ADOPTION OF PROTECTIVE COVENANTS
COVERING LOTS A-33 THROUGH A-37 IN
BOULDER LAKE COUNTRY ESTATES, 4TH FILING,
SUBLETTE COUNTY, WYOMING

TO WHOM IT MAY CONCERN:

WHEREAS, on July 18, 1979, a Declaration of Protective Covenants covering certain lots in Boulder Lake Country Estates, 4th Filing, Sublette County, Wyoming, was recorded in the office of the County Clerk, Sublette County, Wyoming, in Book 35 of Miscellaneous Records, at Pages 529-532; and

WHEREAS, Lots A-33, A-34, A-35, A-36, and A-37 are not covered by said Declaration; and

WHEREAS, it is the desire of the owners of these lots to declare and adopt protective covenants which are applicable to these lots:

NOW, THEREFORE, THE UNDERSIGNED, AS RECORD OWNERS OF THE LOTS HEREINAFTER DESCRIBED, HEREBY DECLARE AND ADOPT THE FOLLOWING PROTECTIVE COVENANTS:

1. COVENANTS INCORPORATED BY REFERENCE. Insofar as the covenants contained in the Declaration recorded July 18, 1979, in Book 35 of Miscellaneous, Pages 529-532, in the office of the County Clerk, Sublette County, Wyoming, do not conflict herewith, the undersigned adopt by this reference and declare that said covenants are incorporated herein with the same force and effect as though fully set forth with respect to Lots A-33, A-34, A-35, A-36, and A-37, Boulder Lake Country Estates, 4th Filing, Sublette County, Wyoming.

2. SPECIFIC COVENANT APPLICABLE TO LOTS A-33 THROUGH A-37. The owners of Lots A-33, A-34, A-35, A-36, and A-37 may use their lot as pasturage for the personal horses and pack-stock of owners and their guests, so long as such use is private and non-commercial, and so long as good animal husbandry practices are employed and maintained.

3. AMENDMENT OF PARAGRAPH 2. The requirement in Paragraph 2 of the adopted covenants that buildings shall have wooden shake shingle roofs is deleted, with the remaining provisions of said Paragraph 2 in full force and effect as to these lots covered by this adoption.

DATED this 17 day of May, 1991.

232927

RECORDED May 20 19 91 E.O.A.M.
IN BOOK 58 MISC PAGE 659
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Barbara Walker

Gene F. Camp
GENE F. CAMP

Barbara J. Camp
BARBARA J. CAMP

STATE OF CALIFORNIA)
)
COUNTY OF BUTTE)

The foregoing instrument was acknowledged before me by GENE F. CAMP and BARBARA J. CAMP this 17th day of May, 1991.
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

AGREEMENT FOR WARRANTY DEED

THIS AGREEMENT FOR WARRANTY DEED made and entered into by and between JOSEPH R. HICKS and EDNA E. HICKS, husband and wife, of Sublette County, Wyoming, hereinafter referred to as SELLER, and MICHAEL S. PETROVICH, a single man, of Sweetwater County, Wyoming, hereinafter referred to as BUYER.

WITNESSETH, that for value received and in consideration of mutual promises, covenants and agreements hereinafter contained, it is hereby acknowledged and agreed between the parties hereto as follows:

1. PROPERTY DESCRIPTION. SELLER agrees to sell and BUYER agrees to buy real property situated in Sublette County, State of Wyoming, being particularly described as follows:

> Lots 5 and 6, Lakeview Acres, 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.

2. INSTALLMENT SALES PROVISION. The subject property is sold for $16,000.00. BUYER does hereby covenant for itself and for its heirs, executors, administrators and assigns, to pay to SELLER the sum of $3,000.00 in cash at closing, and the remaining balance of $13,000.00, together with interest thereon at the rate of 9% per annum, beginning May 1, 1991, to be paid in full on or before April 30, 1992. Payments are to be made to the SELLER.

Upon the condition that BUYER shall faithfully perform the covenants and agreements herein contained on its part to be kept and performed, SELLER does hereby covenant, promise and agree to convey and assure to the BUYER by a good and sufficient Warranty Deed the above described property.

3. LIENS AND ENCUMBRANCES. BUYER shall not permit any liens, encumbrances or mortgages to accrue or attach to the subject property, other than encumbrances created by current taxes and assessments imposed by any governmental agency; and in the event any of the same, including current taxes and assessments, shall accrue or attach, BUYER shall immediately pay and dissolve the same. Upon failure to do so, SELLER may pay the same, and all sums so expended by SELLER in satisfaction, dissolution and discharge thereof shall be immediately due and payable by BUYER and shall accrue interest at the rate of 18% per annum until paid; and further, the accrual or attachment of any

232933

RECORDED May 2nd 91 11:30 AM
IN BOOK SE 105C PAGE 660
FEES $10.00 D.L. Lantz COUNTY CLERK
SUBLETTE COUNTY CLERK
by Bethany A. Walker

liens, encumbrances or mortgages, other than for current taxes and assessments, shall be sufficient cause for SELLER, at the option of SELLER, to terminate this Agreement and rights of BUYER hereunder, in accordance with the default provisions hereof.

4. PROTECTION OF PROPERTY. At all times and throughout this Agreement and until this Agreement is fully performed and the purchase price and interest are paid in full, BUYER shall maintain, protect and preserve the subject property, and BUYER shall not waste nor permit waste to be committed to said property. SELLER may, upon reasonable notice being given BUYER and at the convenience of the BUYER, come upon the subject property for the purpose of inspecting the same.

5. ASSIGNABILITY. BUYER shall not assign this Agreement nor any interest herein nor in the subject property prior to payment in full of the purchase price, with interest, and full performance of this Agreement, unless SELLER first consents to such assignment in writing, which SELLER shall not unreasonably withhold; and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in said premises, but shall render this contract null and void, at the election of the SELLER.

6. TAXES AND ASSESSMENTS. Property taxes for the year 1991 shall be prorated between the parties, and SELLER shall pay 4/12 of the estimated 1991 taxes to BUYER at closing. BUYER will then be solely responsible for the property taxes and assessments beginning the year 1991.

7. POSSESSION. BUYER shall be entitled to possession of the property on closing of this Agreement, which closing shall be on the 20th day of May, 1991.

8. DEFAULT. Failure to pay the purchase price and interest as herein provided or to make timely performances of all the covenants, conditions, and promises to be made on the part of the BUYER shall give SELLER the right to declare this Agreement void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this Agreement 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 Agreement by BUYER as liquidated damages, and to take immediate possession of the premises; to regard the person or persons is possession on such termination of this Agreement as 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.

9. ATTORNEY'S FEES. It is agreed by the parties that should any party default or breach any of the terms of this Agreement, the defaulting or breaching party shall pay all reasonable attorney's fees and other expenses and costs which the non-breaching or non-defaulting party may incur in enforcing this Agreement, whether said enforcement be as a result of suit or without suit. Furthermore, this provision does not limit nor does the same restrict either of the parties of any other remedies to which a party may be otherwise entitled. All such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by one party against the other on or under this Agreement.

10. PAYMENTS. BUYER shall make payments directly to SELLER at P.O. Box 611, Pinedale, Wyoming 82941.

11. COMPLETE AGREEMENT. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of the agreement.

12. HEIRS, DEVISEES AND LEGATEES. This Agreement shall inure to and be binding upon the parties hereto and upon their personal representatives, heirs, devisees, legatees and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 29th day of April, 1991.

SELLER:

Joseph R. Hicks
JOSEPH R. HICKS

Edna E. Hicks
EDNA E. HICKS

BUYER:

Michael S. Petrovich
MICHAEL S. PETROVICH

STATE OF WYOMING)
)
COUNTY OF SWEETWATER)

The foregoing Agreement was acknowledged before me by MICHAEL S. PETROVICH this 24th day of May, 1991.

Witness my hand and official seal.

BETTANY ANN WALKER NOTARY PUBLIC SUBLETTE COUNTY WYOMING

My comm. expires: 4/5/92.

Bettany A Walker
Notary Public

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing Agreement was acknowledged before me by JOSEPH R. HICKS and EDNA E. HICKS this 29th day of April, 1991.

Witness my hand and official seal.

PEGGY E. WEBER - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Apr. 13, 1995

Peggy E Weber
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE)
)
OF WILLIAM J. HITTLE,)
)
Deceased.)

Probate No. 1361

FILED
BY: M M Jensen
MAY 7 1991
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

ORDER OF PARTIAL DISTRIBUTION

THIS MATTER has come before the Court on the Petition For Partial Distribution of the Personal Representative of the above captioned estate. The Court has examined said Petition and the Consents To Partial Distribution filed herein by all of the legatees of WILLIAM J. HITTLE, the above named Decedent. The Court finds that all of the interested parties have waived hearing of said Petition and consented to the entry of the Decree prayed for therein. The Court further finds that said partial distribution would aid in the efficient probate of the concerned estate and would comply with the provisions of the Last Will and Testament of the concerned Decedent.

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

That an undivided one-half (½) interest in and to the real property described as: Lot One (1), Block Four (4) of the Hennick Second Addition to the Town of Pinedale, Sublette County, Wyoming, which was owned and held by WILLIAM J. HITTLE at the time of his death, be and hereby is distributed to the following named persons, as tenants in common, in the following indicated percentages:

FOREST KIRK HITTLE	52%
SUZANNE CHRISTINE MICHNEVICH	24%
ANITA CARMEN HITTLE	24%

DATED this 6th day of May, 1991.

D. TERRY ROGERS
District Court Judge

THE STATE OF WYOMING
COUNTY OF SUBLETTE
I, MARILYN M. JENSEN, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND THE STATE AFORESAID DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND COMPLETE COPY.
SEAL
SUBLETTE COUNTY

232971

RECORDED May 21st AT 91 4:10 P M
IN BOOK 58 MISC PAGE 664
FEES $ 4.25 Mary L. Lankford SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

665

Requirement 5(c)

253

AFFIDAVIT

$4.00

RECORDED May 3, 1991 AT 9A M.
IN BOOK 296PR 253 ER, WYO.
NO 732009 ADE, CLERK

STATE OF WYOMING)
) ss.
COUNTIES OF LINCOLN AND SUBLETTE)

ANDREW C. MORRIS, being duly sworn, deposes and says that:

1. He is the Division Landman for Enron Oil & Gas Company.

2. He is familiar with the Assignment and Conveyance by and between Energy Reserves Group, Inc., as "Grantor," and Belco Petroleum Corporation, as "Grantee," dated December 15, 1982, effective October 1, 1982, at 7:00 a.m., recorded May 2, 1983, in Book 200 PR, Page 485, Lincoln County, Wyoming, and on March 21, 1983, in Book 67 O&G, Page 601, Sublette County, Wyoming. The commission expiration date of the notary of Rebecca W. Yarbrough is stated as May 31, 1982, which was a typographical error on the above said Assignment and Conveyance. According to the Texas Secretary of State's Office, the commission expiration date should have been May 31, 1985.

3. For the purposes of invoking the legal protection of constructive notice under the Wyoming recording act of said Assignment and Conveyance, the commission expiration date for Rebecca W. Yarbrough should be recognized as May 31, 1985. Affiant has executed this Affidavit which he will cause to be recorded in the records of the Lincoln County and the Sublette County Recorder's Office, State of Wyoming.

Subscribed and sworn to before me this 23rd day of April 1991.

232986

ENRON OIL & GAS COMPANY

RECORDED May 22 1991 11:00 A M
IN BOOK 58 Misc. PAGE 665
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

By: Andrew C. Morris
Division Landman
"Affiant"

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 23rd day of April, 1991, by Andrew C. Morris.

WITNESS my hand and official seal.

3-27-93
My Commission Expires

Debra Christy
NOTARY PUBLIC

DEBRA E. CHRISTY NOTARY PUBLIC STATE OF COLORADO

8611D

MEMORANDUM OF MODIFICATION

HEREBY TAKE NOTICE that a certain Agreement For Deed by and between HAROLD REACH and LEDA I. REACH, husband and wife, as Sellers and ELK RIDGE LODGE, INC., a Wyoming corporation, as Buyers, concerning the real property located in Sublette County, Wyoming described as follows:

> Lot Two (2), of the Elk Ridge Lot Division, Sublette County, Wyoming; also described as:
>
> A tract of land in the SE¼SW¼ of Section 26, Township 38 North, Range 110 West of the 6th P.M., Sublette County, Wyoming, being more particularly described as follows:
>
> Beginning at the Northwest corner of the SE¼SW¼ of Section 26;
> thence from said point of beginning, S.89°49'45"E., along the North line of the SE¼SW¼, a distance of 1314.82 feet, to the Northeast corner of the SE¼SW¼;
> thence, S.01°25'06"W., along the East line of the SE¼SW¼ being also the West line of the Redstone Upper Green River Subdivision, Second Filing, a distance of 776.50 feet;
> thence, S.89°55'46"W., a distance of 926.62 feet to a point on the East line of a tract of land owned by Mitchell;
> thence, N.25°20'36"W., along the East line of the Mitchell tract, a distance of 862.00 feet to the point of beginning.
>
> The foregoing described tract contains 20.00 acres, more or less;

has been modified. Said Agreement For Deed being evidenced by a Memorandum Of Agreement recorded on 3/20/91 at Book 58 of Miscellaneous, Page 458, in the office of the County Clerk, Sublette County, Wyoming. Said Modification concerns the amount payable under said Agreement For Deed and the manner of payment.

DATED this 21st day of May, 1991.

232990

RECORDED May 22 1991 4:00 P.M.
IN BOOK 58 Misc. PAGE 666
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

SELLERS:

Harold Reach
HAROLD REACH

Leda I. Reach
LEDA I. REACH

DATED this 22nd day of May, 1991.

ATTEST:

SEAL

Shannon Reach
Secretary

BUYER: Elk Ridge Lodge, Inc. a Wyoming corporation:

BY: Reach

ITS: Vice-President

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum Of Modification** was acknowledged before me by HAROLD REACH and LEDA I. REACH, this 21st day of

May, 1991.

WITNESS my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Dec. 12, 1994

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/94

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum Of Modification** was acknowledged before me by ELK RIDGE LODGE, INC., a Wyoming corporation, by Terry Burch, its (title) Vice-Pres. and attested to and sealed by its Secretary, this 2nd day of May, 1991.

WITNESS my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Dec. 12, 1994

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/94

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 "UMC PETROLEUM CORPORATION" A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, MERGING WITH AND INTO "UMC PETROLEUM CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE UNDER THE NAME OF "UMC PETROLEUM CORPORATION" AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF APRIL, A.D. 1991, AT 2:30 O'CLOCK P.M.

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

DELAWARE

232999

* * * * * * * * * * *

RECORDED May 23 19 91 11:30 A M
IN BOOK 58 Misc. PAGE 668
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Kay

Michael Harkins, Secretary of State

AUTHENTICATION: *3034107

DATE: 04/30/1991

7311190 28

668

CERTIFICATE OF MERGER

OF

UMC PETROLEUM CORPORATION,
A TEXAS CORPORATION

AND

UMC PETROLEUM CORPORATION,
A DELAWARE CORPORATION

It is hereby certified that:

1. The constituent business corporations participating in the merger herein certified are:

(i) UMC Petroleum Corporation, which is incorporated under the laws of the State of Texas; and

(ii) UMC Petroleum Corporation, which is incorporated under the laws of the State of Delaware.

2. An Agreement and Plan of Merger dated as of April 25, 1991 ("Agreement and Plan of Merger") has been approved, adopted, certified, executed and acknowledged by each of the aforesaid constituent corporations in accordance with the provisions of Section 252 of the General Corporation Law of the State of Delaware.

3. The surviving corporation (the "Surviving Corporation") in the merger herein certified is UMC Petroleum Corporation, a Delaware corporation.

4. The certificate of incorporation of UMC Petroleum Corporation, a Delaware corporation, shall be the certificate of incorporation of the Surviving Corporation.

5. The executed Agreement and Plan of Merger is on file at the principal place of business of the Surviving Corporation, the address of which is as follows:

1201 Louisiana Street
Suite 1400
Houston, Texas 77002

6. A copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any of the aforesaid constituent corporations.

7. The authorized capital stock of UMC Petroleum Corporation, a Texas corporation, is 3,000 shares of Common Stock, $1.00 par value, and the authorized capital stock of UMC Petroleum Corporation, a Delaware corporation, is 1,000 shares of Common Stock, $.01 par value.

Dated: April 25, 1991.

UMC PETROLEUM CORPORATION, a Delaware corporation

By: _____
Name: John B. Brock
By: President

Attest:

By: _____
Name: Marya Ingram
Title: Secretary

STATE OF TEXAS §
§
COUNT OF HARRIS §

BE IT REMEMBERED that the undersigned, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certifies that on this 25 day of April, 1991, there appeared before me John B. Brock, President of UMC PETROLEUM CORPORATION, a Delaware corporation, being a party to the foregoing instrument and that:

ARKANSAS and PENNSYLVANIA	Before me personally appeared such person, who acknowledged himself to be the above designated officer of the corporation specified opposite his name, and that he, as such officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as the above designated offer.
CALIFORNIA and NORTH DAKOTA	On this day before me personally appeared such person, known to me to be the above designated officer of the corporation specified above opposite his name that executed the within instrument, and acknowledged to me that such corporation executed the same.
COLORADO, KANSAS, NEW MEXICO and WYOMING	The foregoing instrument was acknowledged before me on this date by the aforementioned person, the above designated officer of the corporation specified opposite the name of such person above, on behalf of such corporation.
LOUISIANA	Before me personally came and appeared such person, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who, being by me duly sworn, did say that he is the officer of the corporation specified opposite his name and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said person acknowledged said instrument to be the free act and deed of the corporation.

MISSISSIPPI

Personally appeared before me within my jurisdiction such person, who acknowledged that he is the officer of the corporation specified opposite his name above, and that for and on behalf of the said corporation and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

OKLAHOMA

Before me on this day personally appeared the aforementioned person, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its above designated officer, and such person 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 the corporation set forth opposite his name above for the uses and purposes therein set forth.

TEXAS and UTAH

This instrument was acknowledged before me on this date by the aforementioned person, the above designated officer of the corporation specified opposite the name of such person above, on behalf of such corporation.

WEST VIRGINIA

Such person who signed the writing annexed hereto bearing date set forth in said writing, for the corporation specified opposite such person's name, has this day in my said county, before me, acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and official seal.

Leslee D Moseley
Notary Public in and for
The State of TEXAS

Print Name: Leslee D. Moseley
My Commission expires: 2-2-92

egl...brf...0003...ltrMrgl.el i2

Return to:

Margaret B. Schatzman
VINSON & ELKINS
ATTORNEYS AT LAW
3300 FIRST CITY TOWER - Rm. 2651
1001 FANNIN
HOUSTON, TEXAS 77002-6760

673

233005

RECORDED May 23 1991 1:50 PM
IN BOOK 58 Misc. PAGE 673
FEES 8.00 Mary L. Lenhard COUNTY CLERK
SUBLETTE COUNTY CLERK
by: mary Riley

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

AFFIDAVIT OF SURVIVORSHIP

I, Frances Ione McReynolds, of lawful age, being first duly sworn according to law upon my oath depose and say:

1. Oren Peter McReynolds died intestate in Fremont County, Wyoming on the 14th day of July, 1987.

2. Oren P. McReynolds and I were husband and wife on the date of his death.

3. Oren P. McReynolds and I purchased an interest in the following described real property:

Sixth Principal Meridian, Wyoming
Township 36 North, Range 110 West
Section 21: Lot 2
Containing 2.52 acres, more or less

4. Oren P. McReynolds and I received, at the time of purchase, a patent numbered 49-67-0060, dated the 29th day of June, 1966, in favor of Oren P. McReynolds and Frances Ione McReynolds, grantees, which patent was filed for record in the office of the County Clerk within and for Sublette County, Wyoming, on 7th day of July, 1967, and recorded as instrument number 99313.

5. At the time of purchase and at the time of the execution and delivery of said patent, Oren P. McReynolds and I were husband and wife, and said conveyance was made to us as husband and wife, thereby creating an estate as tenants by the entireties, and we owned and held the title to said real property as tenants by the entireties continuously from June 29, 1967 until the death of Oren P. McReynolds on the 14th day of July, 1987.

6. I am the surviving spouse of said Oren P. McReynolds, and by virtue thereof, said estate by the entireties vested solely in me upon the death of Oren P. McReynolds, and I am the sole owner in fee simple of the real property described above.

7. This affidavit is made in accordance with the provisions of W.S. §2-9-102, and the Certificate of Death

attached hereto, and by this reference made a part of this affidavit, is a copy of the official death certificate of the decedent, Oren P. McReynolds, certified to by the public authority in which such original death certificate is a matter of record.

DATED this 14th day of December, 1990.

Frances Ione McReynolds

The foregoing was acknowledged before me by Frances Ione McReynolds this 14th day of December, 1990.

Witness my hand and official seal.

John A Warnick
NOTARY PUBLIC

My Commission Expires: 8/30/91

675

STATE OF WYOMING
DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

87-001475
STATE FILE NUMBER

LOCAL FILE NUMBER 675

TYPE OR PRINT IN PERMANENT INK. FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

DECEDENT — NAME FIRST	MIDDLE	LAST	SEX	DATE OF DEATH (Mo., Day, Yr.)
1. OREN	PETER	MC REYNOLDS	2. male	3. July 14, 1987

4a. RACE (e.g. White, Black, American Indian, etc.) (Specify)	4b. ORIGIN OF DESCENT (e.g. Italian, Mexican, German, Puerto Rican, English, Cuban, etc.) (Specify)	5a. AGE — Last Birthday (Years)	UNDER 1 YEAR 5b. MOS. / DAYS	UNDER 1 DAY 5c. HOURS / MINS.	6. DATE OF BIRTH (Mo., Day, Yr.)
white	Irish	77			January 23, 1910

7a. PLACE OF DEATH — Hospital or other institution: Name (If not in hospital, give street and number)	7b. IF HOSP. OR NURSING HOME, indicate DOA or ER/Emergency Department (Specify)	7c. CITY, TOWN OR LOCATION OF DEATH	7d. COUNTY OF DEATH
LanderValleyRegionalMedicalCenter	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)
Colorado	USA	married	Ione Ritzburg	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
520-32-8482	publisher/editor	newspaper

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	53E, Washington	yes

PARENTS

16. FATHER — NAME FIRST	MIDDLE	LAST	17. MOTHER'S MAIDEN NAME FIRST	MIDDLE	LAST
Oren	E.	McReynolds	Mary	A.	Machiele

18a. INFORMANT — NAME (Type or Print)	18b. MAILING ADDRESS STREET OR R.F.D. NO.	CITY OR TOWN	STATE	ZIP
Mrs. Ione McReynolds	Box 43	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	7-17-1987	Pinedale Cemetery	Pinedale,	Wyoming

20a. FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH (Signature) NUMBER	20b. NAME OF FACILITY NUMBER	20c. ADDRESS OF FACILITY
Elwin Hudson 337	Hudson's Funeral Home 100/215	Box236 Pinedale,Wy.82941

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) Michael J Ekern Jr

21b. DATE SIGNED (Mo., Day, Yr.)	21c. HOUR OF DEATH
7/27/87	6 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.)	22e. PRONOUNCED DEAD (Hour)
0H	AT M

23. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print) MICHAEL J. EKERN JR. M.D 745 Bueno Vista

REGISTRAR 24a. (Signature)	24b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
D.B. Lyle	29JUL87

CAUSE OF DEATH

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

25. PART I — ENTER ONLY ONE CAUSE PER LINE FOR a., b. AND c.	INTERVAL BETWEEN ONSET AND DEATH
a. IMMEDIATE CAUSE: Pneumonia	2 weeks
b. DUE TO, OR AS A CONSEQUENCE OF:	
c. DUE TO, OR AS A CONSEQUENCE OF:	

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

AUG 3 1987

Division of Health and Medical Services—Vital Records Services

The law requires that the death certificate be signed within 24 hours after death. W.S. 35-1-418(c)
Penalty for failure to do so. W.S. 35-1-431(b)

THIS IS TO CERTIFY that this reproduction is a true copy of a record on file in Wyoming Vital Records Services, Cheyenne, Wyoming.

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

Date Issued September 17, 1987.

Deputy State Registrar

STATEMENT OF CLAIM FOR
WATER AND SEWER LIEN

Recorded Book 58
Page 676

To:

Jack and Frances Cassle
4510 13th Street
Cheyenne, WY 82002

James Belcher
Holland and Hart
P.O. Box 1347
Cheyenne, WY 82001

NOTICE is hereby given that the Town of Big Piney, Wyoming did provide water and sewer services to real property owned by Jack and Francis Cassle more particularly described in the attached Exhibit A. The owners of said real property have been delinquent in the payment of the Big Piney water and sewer bills. As of May 15, 1991 there was due and owing the sum of $419.70.

Pursuant to Town Ordinance 8-209, delinquent water tariffs shall constiute a lien against the property furnished with water, and the Town of Big Piney is empowered to use any legal means necessary to foreclose on said lien or otherwise collect the delinquent amount. Additional expenses incurred by reason of such legal action shall be added to the amount due by the landowner.

The Town of Big Piney, Wyoming nas directed its attorney to file this lien, and if necessary, obtain an order of judgment and foreclosure against the property in order to satisfy this delinquent water and sewer bill.

The parties named above purport to hold an interest in the property and are her_by given notice that the Town of Big Piney Wyoming hereby claims the benefits of the Town of Big Piney ordinances relating to liens for water assessments upon the real estate and improvements thereon described above in the amount of Four Hundred Ninteen Dollars and Seventy Cents ($419.70) as of May 15, 1991 with interest thereon plus attorney's fees, against the above describe property and all persons who claim an adverse interest therein.

DATED this 23rd day of May, 1991.

Frank Hess
Attorney at Law
P.O. Box 3394
Jackson, WY 83001
(307) 733-7881

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the 23rd day of May, 1991, the foregoing instrument was subscribed and sworn to before me by Frank Hess, Attorney tor the Town of Big Piney, Wyoming, who does verily state that the facts described herein are true to the best ot nis knowledge.

CATHERINE CATSOULAS — NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
My Commission Expires October 4, 1994

Catherine Catsoulas
Notary Public

My Commission Expires:

233030

RECORDED May 24 1991 4:15 P M
IN BOOK 58 Misc PAGE 676
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Mary Kay

676

THAT PART OF THE SW1/4NW1/4 SECTION 36, T.30N., R. 112 W., OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at a corner identical with the southwest corner of that tract of record in the Office of the Sublette County Clerk in Book 10 of Deeds, page 45, N.12°31'E., 645.25 feet from the west one-quarter corner of said section 36 where is found a 10"x8"x12" quatzite stone marked 1/4 on west; thence, N.87°57'E., 202.5 feet along the south line of said tract to the Corner of Beginning; thence, continuing N.87°57'E., 355.34 feet along said south line to the southeast corner of said tract; thence, N.02°03'W., 356.18 feet along the east line of said tract to the northeast corner of said tract on the south right-of-way line of Milleg Lane; thence, N.81°49'W., 246.66 feet along the north line of said tract and said right-of-way line to a point; thence, S.87°57'W., 112.60 feet along said north line and said right-of-way line to a point; thence, S.02°03'E., 400.00 feet to the Corner of Beginning.

EXHIBIT A

CONTRACT FOR SALE

THIS Contract For Sale made and entered into on the date indicated below, by and between FOOTHILLS DEVELOPMENT CO., INC., a Wyoming corporation, (hereinafter referred to as Seller), and GEORGE J. GNALL and LARAINE N. GNALL, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, (hereinafter referred to as 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 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 Buyers tc 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 Buyers as follows:

(a) A down payment of $5,000.00 shall be paid to Seller at the time of closing.

(b) The remaining principal balance of Eleven Thousand and NO/100 ($ 11,000.00) Dollars together with interest at the rate of nine percent per annum (9%) on the unpaid balance shall be paid in one hundred twenty (120) equal monthly installments of interest and principal of $139.35 each. Payments of said monthly installments shall begin on June 15, 1991 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 May 15, 1991. All payments shall first be applied to accrued interest and then to principal as of the date received. Said payment obligation shall be evidenced by Buyers' Promissory Note and secured by Buyers' Mortgage Deed encumbering the concerned real property. Said documents shall be delivered to Sellers at closing.

(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. 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 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 payment obligation.

(d) All payments shall be made to FOOTHILLS DEVELOPMENT CO., INC. at the address of P.O. Box 56, 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

233033

RECORDED May 28 19 91 9:3A M
IN BOOK 58 Misc. PAGE 677
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

677 By: Mary Riley

liens, security interests and encumbrances. Said Warranty Deed shall be delivered to Buyers at closing.

6. 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 amounts of the other payments due hereunder.

7. 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

Buyers: GEORGE J. GNALL
LARAINE N. GNALL
98 Scott Road
Terryville, CT 06786

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

8. 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.

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

10. Warranty. Buyers acknowledge that they have had the opportunity to examine the property concerned nerein and accept 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. Buyers shall pay all property taxes accruing after the closing. Taxes shall be prorated at closing.

12. Closing. Closing shall be on or before 5/15/91.

13. 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.

14. 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.

15. Fees. Seller shall pay all legal costs and recording fees associated with this transaction.

16. Headings. The paragraph headings herein are descriptive only and do not act to limit or otherwise modify the actual provisions of the individual paragraphs.

17. 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 Contract 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 Contract 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.

18. 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.

19. Utilities. Seller has informed Buyers and Buyers are aware that there is no existing power or telephone service to the concerned real property. The extension of said services shall be at the expense of Buyers and Seller shall have no obligation for such extensions.

20. Roadway Abandonment. Seller reserves and retains the right for a period of ten (10) years from the execution of this Contract to abandon that portion of Snowmobile Lane that extends from the east boundary of Lot 1, Forty Rod Ranches, Subdivision, Sublette County, Wyoming, and runs westerly to U.S. Highway 187-189. In the event Seller shall pursue said abandonment, Buyers covenant and agree to execute all such documents as are necessary to evidence their 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 Contract, this provision shall be null and void.

DATED this _____ day of _____, 19____.

ATTEST:

SEAL

Anne E Sublette
SECRETARY

SELLER:
FOOTHILLS DEVELOPMENT CO., INC.,
a Wyoming corporation:

BY: _____
JOHN M. SULENTA, President

DATED this 7th day of May, 1991.

BUYERS:

_____
GEORGE J. GNALL

_____
LARAINE N. GNALL

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Contract For Sale** was acknowledged before me by FOOTHILLS DEVELOPMENT CO., INC., a Wyoming corporation, by JOHN M. SULENTA, its President and attested to and sealed by its Secretary, this 14th day of May, 1991.

WITNESS my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Dec. 12, 1994

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/91

STATE OF Connecticut)
) ss.
COUNTY OF Litchfield)

The foregoing **Contract For Sale** was acknowledged before me by RAYMOND J. GNALL and LARAINE N. GNALL, this 9th day of May, 1991.

WITNESS my hand and official seal.

DIANE B. MINDER NOTARY PUBLIC

Diane B Minder
NOTARY PUBLIC
Diane B Minder

My Commission Expires: 3/31/95

EXHIBIT "A"

Lot Two (2), 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.

SECOND OPTION TO PURCHASE

THIS AGREEMENT made on the date indicated below by and between FOOTHILLS DEVELOPMENT CO., INC., a Wyoming corporation, hereinafter referred to as Grantor, and BRUCE C. GOOCH and MARY ANN GOOCH, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, hereinafter referred to as Grantees;

WITNESSETH

WHEREAS the Grantor is the owner of certain real estate located in Sublette County, Wyoming, described as follows:

Lot Ten (10), South Forty 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 South Forty Subdivision as recorded in the office of the County Clerk for Sublette County, Wyoming;
RESERVING UNTO GRANTOR one-half (½) of all minerals and mineral interests appurtenant to or underlying the conveyed real property which Seller shall own.
NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
NO PROPOSED DOMESTIC WATER SOURCE.
NO PROPOSED MAINTENANCE OF STREETS OR ROADS.

hereinafter referred to as Property; and,

WHEREAS, the Grantees desire an option to purchase said real property;

IT IS HEREBY AGREED AS FOLLOWS:

1. Grant of Option: The Grantor, in exchange for the consideration described below from Grantees, hereby grants and conveys to Grantees and their heirs and assigns, an exclusive option to purchase the Property for the sum of Fifteen Thousand and NO/100 ($15,000.00) Dollars. Said purchase price to be paid in full at closing upon exercise of this option. Closing to be held within fifteen (1 after notice of exercise of this option is given as set out below but in an no later than 5/13/92.

2. Consideration: Grantees shall either pay unto Grantor the One Thousand and NO/100 ($1,000.00) Dollars or cause a water well to be on said Lot Ten (10) as consideration for the granting of this option by C Said water well shall be drilled to production or to the normal depth for pr water wells in said subdivision. The chosen performance shall be complete or in the case of the water well, commenced on or before 7/13/91. A failure to complete said performance or in the case of the water well, commence drilling by said date, shall result in the termination of this option. In said event, Grantees shall execute all documents necessary to clear Grantor's title of any cloud caused by the recording of this document. A failure by Grantees to execute and record such documents at the request of Grantor shall result in Grantees being liable for all of Grantor's costs and reasonable attorney's fees incurred in clearing its title to the Property. If this option shall be exercised and Grantees shall have elected

233064

RECORDED May 30 19 91 3:20 P M
IN BOOK 58 Misc. PAGE 682
FEES $ 8.00 Mack & Lankford COUNTY CLERK
[redacted] COUNTY, PINEDALE, WYOMING [redacted]

the payment option, Grantees shall be allowed a credit of $1,000.00 towards the purchase price.

3. Title: If the Grantees exercise this option to purchase on or before the date of expiration, as provided herein, the Grantor shall provide to Grantees a commitment for title insurance policy in the amount of $15,000.00 at Grantor's expense. This commitment shall be provided no later than five (5) days prior to closing. Said title insurance shall be paid for at closing and shall be delivered to Grantees within a reasonable time after closing. Said policy and commitment shall show title to the Property to be merchantable in Grantor and shall contain no substantial exceptions.

4. Notice Of Exercise: Grantees may exercise this option by sending written notice of their intent to do so, to Grantor, by certified mail return receipt requested prior to 4/28/92. Upon giving of said notice, this option shall become a binding contract to sell and purchase. If said notice of intent to exercise option is not given by 4/28/92, this option shall be null and void and shall terminate according to its terms. In said event, all sums paid to Grantor and/or any water well drilled on the subject property, together with all well casing, shall become the sole property of Grantor and Grantees shall execute all documents necessary to clear Grantor's title of any cloud caused by the recording of this document. A failure by Grantees to execute and record such documents at the request of Grantor shall result in Grantees being liable for all of Grantor's costs and reasonable attorney's fees incurred in clearing its title to the Property.

5. Taxes: Grantor shall be responsible for all taxes and assessments on the Property prior to closing of the sale. Grantees shall pay all taxes and assessments thereafter accruing.

6. Time of the Essence: Time is of the essence in this agreement.

DATED this 15th day of May, 1991.

ATTEST:

SEAL

Grace E. Sulenta
SECRETARY

GRANTOR:
FOOTHILLS DEVELOPMENT CO., INC.,
a Wyoming corporation:

BY: John M. Sulenta
JOHN M. SULENTA, President

DATED this 15th day of May, 1991.

GRANTEES:

Bruce C. Gooch
BRUCE C. GOOCH

Mary Ann Gooch
MARY ANN GOOCH

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Second Option To Purchase** 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 15th day of 7 May, 19 91.

WITNESS my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Dec. 12, 1994

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/94

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Second Option To Purchase** was acknowledged before me by BRUCE C. GOOCH and MARY ANN GOOCH, this 15th day of 7 May, 19 91.

WITNESS my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Dec. 12, 1994

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/94

Option Executed Book 60 M/SC Page 204.

OPTION TO PURCHASE

THIS AGREEMENT made on the date indicated below by and between FOOTHILLS DEVELOPMENT CO., INC., a Wyoming corporation, hereinafter referred to as Grantor, and BRUCE C. GOOCH and MARY ANN GOOCH, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, hereinafter referred to as Grantees;

WITNESSETH

WHEREAS the Grantor is the owner of certain real estate located in Sublette County, Wyoming, described as follows:

> Lot Eight (8), South Forty 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 South Forty Subdivision as recorded in the office of the County Clerk for Sublette County, Wyoming;
> RESERVING UNTO GRANTOR one-half (½) of all minerals and mineral interests appurtenant to or underlying the conveyed real property which Seller shall own.
> NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
> NO PROPOSED DOMESTIC WATER SOURCE.
> NO PROPOSED MAINTENANCE OF STREETS OR ROADS.

hereinafter referred to as Property; and,

WHEREAS, the Grantees desire an option to purchase said real property;

IT IS HEREBY AGREED AS FOLLOWS:

1. Grant of Option: The Grantor, in partial consideration of Grantees purchasing Lot Seven (7) of said subdivision from Grantor, hereby grants and conveys to Grantees and their heirs and assigns, an exclusive option to purchase the Property for the sum of Fifteen Thousand and NO/100 ($15,000.00) Dollars. Said purchase price to be paid in full at closing upon exercise of this option. Closing to be held within fifteen (15) days after notice of exercise of this option is given as set out below but in any event no later than 11/13/91.

2. Title: If the Grantees exercise this option to purchase on or before the date of expiration, as provided herein, the Grantor shall provide to Grantees a commitment for title insurance policy in the amount of $15,000.00 at Grantor's expense. This commitment shall be provided no later than five (5) days prior to closing. Said title insurance shall be paid for at closing and shall be delivered to Grantees within a reasonable time after closing. Said policy and commitment shall show title to the Property to be merchantable in Grantor and shall contain no substantial exceptions.

3. Notice Of Exercise: Grantees may exercise this option by sending written notice of their intent to do so, to Grantor, by certified mail return receipt requested prior to 10/29/91. Upon giving of said notice, this option shall become a binding contract to sell and purchase. If said notice of intent to exercise option is not given by 10/29/91, this option shall be null and void and shall terminate

233065

RECORDED May 30 '91 3:20 P M
IN BOOK 58 M.S.C. PAGE 685
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

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according to its terms. In said event, Grantees shall execute all documents necessary to clear Grantor's title of any cloud caused by the recording of this document. A failure by Grantees to execute and record such documents at the request of Grantor shall result in Grantees being liable for all of Grantor's costs and reasonable attorney's fees incurred in clearing its title to the Property.

4. Taxes: Grantor shall be responsible for all taxes and assessments on the Property prior to closing of the sale. Grantees shall pay all taxes and assessments thereafter accruing.

5. Time of the Essence: Time is of the essence in this agreement.

6. Well: Grantees shall have the right to drill a water well on the concerned property prior to the exercise of this option. Provided that any such water well and the casing shall become the sole property of Grantor, without any payment to Grantees from Grantor, in the event this option is not exercised.

7. Utilities. Primary electrical, telephone and cable television services are presently only extended to the northwest corner of Lot 18 of the South Forty Subdivision. Seller covenants to extend said services at its sole expense to the southwest corner of Lot 8 of said South Forty Subdivision. Said extension shall be made in the same manner and to the same standards as the existing utility service in the South Forty Subdivision. Said extensions to be completed with all due haste and Seller shall use its best efforts to have said service completed by 7/1/91.

DATED this 15th day of May, 1991.

ATTEST:

GRANTOR:
FOOTHILLS DEVELOPMENT CO., INC.,
a Wyoming corporation:

SEAL

BY: _____
JOHN M. SULENTA, President

_____
SECRETARY

DATED this 15th day of May, 1991.

GRANTEES:

_____
BRUCE C. GOOCH

_____
MARY ANN GOOCH

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Option To Purchase** 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 15th day of

May, 1991.

WITNESS my hand and official seal.

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/94

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Option To Purchase** was acknowledged before me by BRUCE C. GOOCH and MARY ANN GOOCH, this 15th day of May, 1991.

WITNESS my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Dec. 12, 1994

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/94

STATE OF WYOMING)
)SS.
COUNTY OF SUBLETTE)

AFFIDAVIT OF SURVIVORSHIP

I, Mildred M. Hartmeister, a/k/a Mildred Hartmeister, being duly sworn upon oath, depose and say:

1. That my husband, Joel T. Hartmeister, died on February 23, 1990. A certified copy of the Death Certificate is attached hereto and incorporated herein by reference.

2. At the time of his death, the Decedent and I, as joint tenants, held as mortgagees, a mortgage on the following-described real estate owned by Thomas J. Mollring, mortgagor:

> Lot 4, Block 10, Hennick Second Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appear on the plat and map thereof on file and of record in the office of the County Clerk of Sublette County, Wyoming, together with the buildings, fences and improvements situate thereon, or appurtenant thereto but subject nevertheless to the provisions of United States patents, and subject further to all restrictions of record governing the use and enjoyment thereof.

3. This Mortgage Deed With Release of Homestead was recorded on October 31, 1986 at 9:30 A.M. in Book 46, Page 544, in the Office of the County Clerk, Sublette County, Pinedale, Wyoming.

4. The mortgage secured a promissory note, dated June 24, 1985, in the amount of fifteen thousand dollars ($15,000.00), with interest from the first day of July, 1985, at the rate of twelve per cent (12%) per annum, payable to Joel T. Hartmeister and Mildred Hartmeister on or before July 1, 1990.

5. As joint tenant with right of survivorship, I have the sole right to succeed to the above described property.

Dated this 3 day of June, 1991.

x Mildred M. Hartmeister
Mildred M. Hartmeister

STATE OF WYOMING)
)SS.
COUNTY OF SUBLETTE)

233100

RECORDED June 3 AD 91 11:20 A.M.
IN BOOK 58 Misc. PAGE 688
FEES $ 8.00 Mary L. Lankford SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

The foregoing AFFIDAVIT OF SURVIVORSHIP was acknowledged before me this 25 day of June, 1991, by Mildred M. Hartmeister.

Notary Public

My Commission Expires: 5/17/94.

690

CERTIFICATION OF VITAL RECORD

STATE OF ARIZONA

STATE OF ARIZONA
DEPARTMENT OF HEALTH SERVICES - OFFICE OF VITAL RECORDS DEATH NO
CERTIFICATE OF DEATH D 102-

NAME OF DECEASED: A FIRST	B MIDDLE	C LAST	SEX	DATE OF DEATH: MONTH DAY YEAR
JOEL	TOBIAS	HARTMEISTER	MALE	FEBRUARY 23, 1990

RACE: WHITE, BLACK, AMERICAN INDIAN, ASIAN, PACIFIC ISLANDER, ETC	WAS DECEASED OF HISPANIC ORIGIN? SPECIFY YES OR NO	IF YES INDICATE MEXICAN, SPANISH, PUERTO RICAN, CUBAN, ETC	WAS DECEASED EVER IN U.S. ARMED FORCES? SPECIFY YES OR NO
WHITE	NO	N/A	YES

8 COUNTY OF DEATH	9 TOWN OR CITY	10 HOSPITAL OR INSTITUTION IF RESIDENCE GIVE STREET ADDRESS	11 DOA / ER / OP / INPATIENT
MARICOPA	PHOENIX	ST. JOSEPH'S CARE CENTER	XX

12 DATE OF BIRTH: MONTH DAY YEAR	AGE: YEARS IF UNDER 1 YEAR: MOS DAYS IF UNDER DAY: HRS MIN — LAST BIRTHDAY	MARRIED, NEVER MARRIED, WIDOWED, DIVORCED, SPECIFY	SURVIVING SPOUSE: IF WIFE GIVE MAIDEN NAME
SEPTEMBER 10, 1915	74	MARRIED	MILDRED M. MEYER

15 PLACE OF BIRTH: STATE OR FOREIGN COUNTRY	16 IF OUTSIDE U.S. SPECIFY COUNTRY	SOCIAL SECURITY NO	17 USUAL OCCUPATION: Give kind of work done most of working life even if retired	KIND OF BUSINESS OR INDUSTRY
ALTAMONT, ILLINOIS	UNITED STATES	325-12-5302	COLONEL	U.S.A.F.

18 USUAL RESIDENCE: STATE	COUNTY	TOWN OR CITY	ZIP CODE	HOW LONG IN ARIZONA?	EDUCATION: HIGHEST GRADE COMPLETED
WYOMING	SUBLETTE	PINEDALE	82941	5 MONTHS	

STREET ADDRESS OR R.F.D.	INSIDE CITY LIMITS? SPECIFY YES OR NO	ON RESERVATION? SPECIFY YES OR NO	PREVIOUS STATE OF RESIDENCE	ELEMENTARY SECONDARY (0-12)	COLLEGE (1-4 or 5+)
231 MAGNOLIA ST.	YES	NO	N/A		4

FATHER'S NAME: A FIRST	B MIDDLE	C LAST	MOTHER'S MAIDEN NAME: A FIRST	B MIDDLE	C LAST
JOHN		HARTMEISTER	THEODORA		MUELLER

INFORMANT'S SIGNATURE	RELATIONSHIP TO DECEASED	ADDRESS: STREET NO	CITY AND STATE	ZIP CODE
▶ FOR MILDRED M. HARTMEISTER	WIFE	231 MAGNOLIA ST.	PINEDALE, WYOMING	82941

BURIAL, CREMATION, REMOVAL, OTHER (SPECIFY)	DATE	CEMETERY OR CREMATORY NAME, LOCATION	EMBALMER SIGNATURE	CERT NO
REMOVAL	2/24/90	PINEDALE CEMETERY, PINEDALE, WY	▶	847

FUNERAL HOME NAME	STREET ADDRESS	CITY AND STATE	FUNERAL DIRECTOR OR PERSON ACTING AS SUCH SIGNATURE	CERT NO
MERCER MORTUARY,	1541 E. THOMAS RD,	PHOENIX, ARIZONA	▶	660

TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE TIME, DATE AND PLACE AND DUE TO THE CAUSES STATED

SIGNATURE AND TITLE ▶

DATE SIGNED MO DAY YEAR: February 23, 1990

TIME OF DEATH: 7:40 A.M.

NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (TYPE OR PRINT)

ON THE BASIS OF EXAMINATION AND OR INVESTIGATION IN MY OPINION DEATH OCCURRED AT THE TIME, DATE AND PLACE DUE TO THE CAUSES AND MANNER STATED

SIGNATURE AND TITLE ▶

DATE SIGNED MO DAY YEAR

HOUR OF DEATH

PRONOUNCED DEAD MO DAY YEAR

PRONOUNCED DEAD (HOUR)

NAME AND ADDRESS OF CERTIFIER PHYSICIAN MEDICAL EXAMINER OR TRIBAL LAW ENFORCEMENT AUTHORITY: C. DANIEL MURPHY, M.D. 3260 E. INDIAN SCH. PHX, AZ

AUTHORIZED FOR CREMATION SPECIFY YES OR NO

MEDICAL EXAMINER'S SIGNATURE

DATE FILED: FEB 26 1990

REG FILE NO: 3129

REGISTRAR'S SIGNATURE: Joyce Moore deputy

REG DISTRICT: 0701

DATE REC'D IN STATE OFFICE

PART I

IMMEDIATE CAUSE FINAL DISEASE OR CONDITION RESULTING IN DEATH: Cardiac Arrest

DUE TO OR AS A CONSEQUENCE OF: Terminal Metastatic Liver Carcinoma

DUE TO OR AS A CONSEQUENCE OF: Adeno carcinoma (L) colon

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

AUTOPSY Specify YES or NO: NO

WAS CASE REFERRED TO MEDICAL EXAMINER Specify YES or NO: NO

MANNER OF DEATH: ☐ NATURAL CAUSES ☐ HOMICIDE ☐ ACCIDENT ☐ PENDING INVESTIGATION ☐ SUICIDE ☐ UNDETERMINED

DATE OF INJURY MO DAY YR HOUR

INJURY AT WORK? Specify YES or NO

DESCRIBE HOW INJURY OCCURRED

PLACE OF INJURY At home, farm, street, factory, office building, etc. Specify

WHERE LOCATED? STREET ADDRESS CITY OR TOWN STATE

SUPPLEMENTARY ENTRIES

CERTIFIED COPY OF VITAL RECORDS Feb 26, 1990

STATE OF ARIZONA
COUNTY OF MARICOPA) ss

DATE ISSUED

This is a true and exact reproduction of the document officially registered and placed on file in the VITAL RECORDS SECTION, DEPARTMENT OF HEALTH SERVICES, PHOENIX, ARIZONA issued under the authority of A.R.S. 36-341 and by direction of

Joyce R. Baugh
Chief Deputy County Registrar
Maricopa County Department of Health Services

1402065

MARICOPA COUNTY HEALTH DEPT. PHOENIX, ARIZONA

This copy not valid unless prepared on engraved border displaying county seal in color and impressed with raised seal of issuing agency

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

AGREEMENT FOR DEED

THIS AGREEMENT FOR DEED is made and entered into on the date indicated below, by and between VICTOR D. FULK, (hereinafter called "Seller") and KENT D. LARSEN and PHILLIP JAMES LARSEN, as joint tenants 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 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 Twenty-Eight Thousand Four Hundred Fifty and NO/100 ($28,450.00) Dollars.

4. Terms of Payment. The purchase price for said Property shall be paid by Buyers as follows:

(a) The sum of $6,322.72 has been previously paid to Seller.

(b) The principal balance of $22,127.28 together with interest at the rate of nine (9%) percent per annum on the unpaid balance shall be paid in ninety (90) equal monthly installments of interest and principal of $338.99 each. Payments of said monthly installments shall begin July 1, 1991 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 June 1, 1991. 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 change the date of the next payment due but shall act by reduction of principal owed to reduce the total amount of interest paid. Provided that Buyers 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 payment obligation.

(d) All payments shall be made to Victor D. Fulk at the address of 1935 So. Main, Suite 345, Salt Lake City, UT 84115.

5. Title. Title to the subject 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 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

233103

RECORDED June 3 at 91 1:20 P.M.
IN BOOK 58 Misc. PAGE 691
FEES $ 6.00 Mary L. Lougford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Ruby

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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 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 property and all improvements thereon, including those erected or placed thereon by the Buyers. In the event of such repossession, Seller may keep said 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 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. Any payment not received by Seller within ten (10) days of the due date shall incur a $17.00 late charge. No delinquent payment shall be considered cured until any accrued late charges associated therewith are also paid in full.

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: VICTOR D. FULK
1935 So. Main, Suite 345
Salt Lake City, UT 84115

Buyers: KENT D. LARSEN
PHILLIP JAMES LARSEN
P.O. Box 63
Boulder, WY 82923

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 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. Taxes. Buyers shall pay all property taxes assessed against the real property since 1988.

12. Closing. Closing shall be on or before June 1, 1991.

13. 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.

14. Headings. The paragraph headings herein are descriptive only and do not act to limit or otherwise modify the actual provisions of the individual paragraphs.

15. 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.

16. 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 21 day of May, 1991.

SELLER:

Victor D. Fulk

VICTOR D. FULK

DATED this 22nd day of May, 1991.

BUYERS:

Kent D Larsen

KENT D. LARSEN

Phillip James Larsen

PHILLIP JAMES LARSEN

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

The foregoing **Agreement For Deed** was acknowledged before me by VICTOR

D. FULK, this 31st day of May, 1991.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC
GREGORY J.
405 S. MAIN ST.
S.L.C. UT 84110
Comm. Ex
7-30-199
STATE OF UT

STATE OF Utah)
) ss.
COUNTY OF Cache)

The foregoing **Agreement For Deed** was acknowledged before me by KENT D. LARSEN, this 22nd day of May, 1991.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: Jan 15, 1993

NOTARY PUBLIC
KAYE PARKINSON
76 So. 300 East
Utah 84319
EXPIRES
1993
STATE OF UTAH

STATE OF Utah)
) ss.
COUNTY OF Cache)

The foregoing **Agreement For Deed** was acknowledged before me by PHILLIP JAMES LARSEN, this 22nd day of May, 1991.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: Jan 15, 1993

NOTARY PUBLIC
KAYE PARKINSON
76 So. 300 East
Utah 84319
EXPIRES
1993
STATE OF UTAH

EXHIBIT "A"

Lot Three (3), Big River 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 all restrictions governing Big River Ranches Subdivision as recorded in the office of the County Clerk for Sublette County, Wyoming.

NO PROPOSED DOMESTIC WATER SOURCE.
NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
NO PROPOSED PUBLIC MAINTENANCE OF STREETS OR ROADS.

CONTRACT FOR SALE

THIS Contract For Sale made and entered into on the date indicated below, by and between FOOTHILLS DEVELOPMENT CO., INC., a Wyoming corporation, (hereinafter referred to as Seller), and BYRLE G. WALKER and GLENNA WALKER, and ROMA WALKER, as joint tenants with full right of survivorship and not as tenants in common, (hereinafter referred to as 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 Sixteen Thousand One Hundred Thirty-Two and NO/100 ($16,132.00) Dollars.

4. Terms of Payment. The purchase price for said property shall be paid by Buyers as follows:

(a) A down payment of $2,500.00 shall be paid to Seller at the time of closing. Said down payment includes any sums paid to Seller as an earnest money deposit.

(b) The remaining principal balance of Thirteen Thousand Six Hundred Thirty-Two and NO/100 ($ 13,632.00) Dollars together with interest at the rate of ten percent per annum (10%) on the unpaid balance shall be paid in eighty-four (84) equal monthly installments of interest and principal of $226.32 each. Payments of said monthly installments shall begin on June 1, 1991 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 May 1, 1991. All payments shall first be applied to accrued interest and then to principal as of the date received.

(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. 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 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 payment obligation.

(d) All payments shall be made to FOOTHILLS DEVELOPMENT CO., INC. at the address of P.O. Box 56, 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.

6. Default. Time is of the essence of this Contract and the Buyers

233104

RECORDED June 3 1991 1:20 P M
IN BOOK 58 Misc. PAGE 696
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
ST [redacted] COUNTY, PINEDALE, WYOMING [redacted]

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 thirty (30) 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 its 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 Contract, 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 Contract, 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 amounts of the 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

Buyers: BYRLE G. WALKER
GLENNA WALKER
ROMA WALKER
P.O. Box 451
Jackson, WY 83001

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 accept 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 May 3, 1991.

14. 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.

15. 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.

16. Fees. Seller shall pay all legal costs and recording fees associated with this transaction.

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 Contract 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 Contract 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 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.

20. Utilities. Seller has informed Buyers and Buyers are aware that there is no existing power or telephone service to the concerned real property. The extension of said services shall be at the expense of Buyers and Seller shall have no obligation for such extensions.

21. Roadway Abandonment. Seller reserves and retains the right for a period of ten (10) years from the execution of this Contract to abandon that portion of Snowmobile Lane that extends from the east boundary of Lot 1, Forty Rod Ranches, Subdivision, Sublette County, Wyoming, and runs westerly to U.S.

Highway 187-189. In the event Seller shall pursue said abandonment, Buyers covenant and agree to execute all such documents as are necessary to evidence their 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 Contract, this provision shall be null and void.

DATED this 29th day of May, 1991.

ATTEST:

SEAL

SECRETARY

SELLER:
FOOTHILLS DEVELOPMENT CO., INC.,
a Wyoming corporation:

BY: _____
JOHN M. SULENTA, President

DATED this 13th day of May, 1991.

BUYERS:

BYRLE G. WALKER

GLENNA WALKER

ROMA WALKER

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Contract For Sale** 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 29th day of May, 1991.

WITNESS my hand and official seal.

Susan J. Hanson
County of Sublette
My Commission Expires: Dec. 12, 1994
Notary Public
State of
Wyoming

NOTARY PUBLIC

My Commission Expires: 12/12/94

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Contract For Sale** was acknowledged before me by BYRLE

G. WALKER, GLENNA WALKER and [redacted], this 13th day of May, 1991.

WITNESS my hand and official seal.

DEBBIE L. KELLEY NOTARY PUBLIC STATE

Debbie Kelley
NOTARY PUBLIC

My Commission Expires: 9/7/1994

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing Contract For Sale was acknowledged before me by Roma Walker, this 14th day of May, 1991.

Witness my hand and official seal.

Evelyn Meacham
Notary Public

My commission expires: August 11, 1991

EVELYN MEACHAM - Notary Public
County of Teton
State of Wyoming
My Commission Expires Aug. 11, 1991

EXHIBIT "A"

Lot Nine (9), 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.

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

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

In the Matter of the Estate of JONATHAN C. SHINEBERG, deceased.

Probate No. 1382

FILED
BY: M. M. Jensen
MAY 28 1991
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

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

DECREE OF SUMMARY DISTRIBUTION OF REAL PROPERTY

Dana Shineberg, the named executrix in the Last Will and Testament of Jonathan C. Shineberg, heretofore filed herein an Application to the Court for a Decree of Summary Distribution of Real Property pursuant to W.S. 2-1-205 (Cumm.Supp.). Said application came this day regularly to be heard, proof having been made to the satisfaction of the Court that notice of distribution of said real property has been given in the manner and for the time required by law; and the Court, being fully advised in the premises, finds:

1. Jonathan C. Shineberg, also known as Jonathan Clay Shineberg, died testate on January 21, 1991, at Rock Springs, Sweetwater County, Wyoming. At the time of his death he was thirty-seven (37) years of age. He was a resident of the State of Wyoming and resided at 1102 Wyoming Street, Rock Springs, Sweetwater County, Wyoming.

2. The value of decedent's entire estate, wherever located does not exceed $30,000.00.

3. More than thirty days have elapsed since the death of decedent.

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

5. Decedent died with a Will. Dana Shineberg, the wife of decedent, is the sole claiming distributee entitled to payment or delivery of decedent's property. There are no other distributees of the decedent having a right to succeed to the property under probate proceedings.

6. At the time of the death of decedent he was the owner of certain real property located in the County of Sublette, State of Wyoming. Said real property is the only property belonging to decedent which is subject to probate. Said real property is more particularly described as follows:

Lots 192 and 193, Green River Ranch Subdivision Unit B, Sublette County, Wyoming, being a portion of Section 15, Township 35 North, Range 111 West, 6th Principal Meridian, Sublette County, Wyoming, as said parcel or lot is laid down and described on the duly recorded plat thereof on file and of record in the office of the Sublette County Clerk and Ex-Officio Register of Deeds, subject to all exceptions and reservations of record.

233107

RECORDED June 3 IN 91 2:20 P M
IN BOOK 58 MISC. PAGE 702
FEES $6.00 Mary L. Lankford COUNTY CLERK
[redacted] TE COUNTY, PINEDALE, WYOMIN[redacted]

7. Attached to the Application for Decree of Summary Distribution is a sworn Report of Appraisal made by George Nichols, a disinterested person, reflecting a fair market value on said property of Eight Thousand Dollars ($8,000.00) as of the date of decedent's death.

IT IS THEREFORE, ORDERED ADJUDGED AND DECREED that Dana Shineberg, the surviving spouse of decedent, be and she is hereby determined to be the only heir and distributee entitled to payment or delivery of decedent's property as set forth in the Last Will and Testament of Jonathan Shineberg; and that there are no other distributees of the decedent having a right to succeed to the property under probate proceedings.

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that the above described real property be, and the same is hereby, distributed, granted, conveyed and set over to Dana Shineberg.

DATED this 24th day of May, 1991.

DISTRICT COURT JUDGE

THE STATE OF WYOMING
COUNTY OF SUBLETTE
I, MARILYN M. SIDEN, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND THE STATE AFORESAID, DO HEREBY CERTIFY THE FOREGOING TO BE A FULL, TRUE AND COMPLETE COPY
CLERK
DISTRICT COURT OF SUBLETTE COUNTY

OPTION TO PURCHASE

THIS AGREEMENT made on the date indicated below by and between GERALDINE K. CRAMER, a/k/a GERALDINE K. ROOKS, a married woman dealing in her sole and separate property, hereinafter referred to as Grantor and MICHAEL J. KAUTZA and JANICE M. KAUTZA, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, hereinafter referred to as Grantees;

WITNESSETH

WHEREAS the Grantor is the owner of certain real estate located in Sublette County, Wyoming, described as follows:

> Lot Nineteen (19), 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 DOMESTIC WATER SOURCE.
> NO PROPOSED MAINTENANCE OF STREETS OR ROADS.

hereinafter referred to as Property; and.

WHEREAS, the Grantees desire an option to purchase said real property;

IT IS HEREBY AGREED AS FOLLOWS:

1. Grant of Option: The Grantor, in consideration of Grantees paying to Grantor the sum of Ten and No/100 Dollars, hereby grants and conveys to Grantees and their heirs and assigns, an exclusive option to purchase the Property for the sum of Eighteen Thousand and NO/100 ($18,000.00) Dollars. Said purchase price to be paid in full at closing upon exercise of this option. Closing to be held within fifteen (15) days after notice of exercise of this option is given as set out below but in any event no later than 10-1-92

2. Title: If the Grantees exercise this option to purchase on or before the date of expiration, as provided herein, the Grantor shall provide to Grantees a commitment for title insurance policy in the amount of $18,000.00 at Grantor's expense. This commitment shall be provided no later than five (5) days prior to closing. Said title insurance shall be paid for at closing and shall be delivered to Grantees within a reasonable time after closing. Said policy and commitment shall show title to the Property to be merchantable in Grantor and shall contain no substantial exceptions.

3. Notice Of Exercise: Grantees may exercise this option by sending written notice of their intent to do so, to Grantor, by certified mail return receipt requested prior to 9/15/92. Upon giving of said notice, this option shall become a binding contract to sell and purchase. If said notice of intent to exercise option is not given by 9/15/92, this option shall be null and void and shall terminate according

233115

RECORDED June 3 1991 11:45 AM
IN BOOK 58 Misc. PAGE 704
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

to its terms. In said event, Grantees shall execute all documents necessary to clear Grantor's title of any cloud caused by the recording of this document. A failure by Grantees to execute and record such documents at the request of Grantor shall result in Grantees being liable for all of Grantor's costs and reasonable attorney's fees incurred in clearing its title to the Property.

4. Taxes: Grantor shall be responsible for all taxes and assessments on the Property prior to closing of the sale. Grantees shall pay all taxes and assessments thereafter accruing.

5. Time of the Essence: Time is of the essence in this agreement.

DATED this 31 day of May, 1991.

GRANTOR:

GERALDINE K. CRAMER,
a/k/a, Geraldine K. Rooks

COMES NOW TIMOTHY CRAMER, husband of GERALDINE K. CRAMER, f/k/a Geraldine K. Rooks, and, in consideration of the consideration recited above, as paid to GERALDINE K. CRAMER, f/k/a Geraldine K. Rooks, hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming to and in the above described real property.

DATED this 31 day of May, 1991.

TIMOTHY CRAMER

DATED this 3RD day of JUNE, 1991

GRANTEES:

MICHAEL J. KAUTZA

JANICE M. KAUTZA

STATE OF Colorado)
) ss.
COUNTY OF Mesa)

The foregoing **Option To Purchase** was acknowledged before me by GERALDINE K. CRAMER, a/k/a, Geraldine K. Rooks, this 31st day of May, 1991.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 2-3-95

STATE OF Colorado)
) ss.
COUNTY OF Mesa)

The foregoing **Option To Purchase** was acknowledged before me by TIMOTHY CRAMER, this 31st day of May, 1991.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 2-2-95

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Option To Purchase** was acknowledged before me by MICHAEL J. KAUTZA and JANICE M. KAUTZA, this 3rd day of June, 1991.

WITNESS my hand and official seal.

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires 7-28-92

NOTARY PUBLIC

My Commission Expires: 7-28-92

State of DELAWARE

Office of SECRETARY OF STATE

I, Michael Harkins, *Secretary of State of the State of Delaware, do hereby certify* that the Certificate of Merger of "PRESIDIO GAS RESOURCES, INC." merging with and into "PRESIDIO PIPELINE, INC.", under the name of "PRESIDIO PIPELINE, INC.", was received and filed in this office the twenty-eighth day of March, A.D. 1991, at 9 o'clock A.M.

233162

RECORDED June 7 1991 11:00 A M
IN BOOK 58 Misc. PAGE 707
FEES $ 4.00 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

In Testimony Whereof, *I have hereunto set my hand and official seal at Dover this* twenty-second *day of* April *in the year of our Lord one thousand nine hundred and* ninety-one.

Michael Harkins
Michael Harkins, Secretary of State

FORM 122

State of DELAWARE

Office of SECRETARY OF STATE

I, Michael Harkins, *Secretary of State of the State of Delaware, do hereby certify* that the "PRESIDIO PIPELINE, INC." filed a Certificate of Amendment, changing its corporate title to "PRESIDIO GAS RESOURCES, INC.", on the twenty-eighth day of March, A.D. 1991, at 9:01 o'clock A.M.

233163

RECORDED June 7 19 91 11:00 A.M.
IN BOOK 58 Misc. PAGE 708
FEES $ Audrey L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

In Testimony Whereof, *I have hereunto set my hand and official seal at Dover this* twenty-third *day of* April *in the year of our Lord one thousand nine hundred and* ninety-one.

Michael Harkins
Michael Harkins Secretary of State

FORM 122

INSTALLMENT SALES CONTRACT

THIS AGREEMENT MADE AND ENTERED INTO this 11 day of September, 1990, by and between IRENE M. SONDGEROTH, a widow, hereinafter referred to as Seller, and JOSEPH ALAN SONDGEROTH and CATHERINE ANN WEBER, tenants in common, hereinafter referred to as Buyers.

WITNESSETH, that if the Buyers shall first make the payment and perform the covenants hereinafter mentioned on their part to be made and performed, the Seller hereby covenants and agrees to convey and assure to the Buyers, in fee simple, free and clear of all encumbrances except as hereinafter set forth, by a good and sufficient Warranty Deed the following property, to-wit:

> Lots Nine (9) and Ten (10), Block Two (2), Hagenstein Addition to the Town of Pinedale, Wyoming, as the same appears as record on the official plat therefore filed for record in the Office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining.
>
> Subject to reservations and restrictions contained in the United States Patents and of record.

IT FURTHER EXPRESSLY UNDERSTOOD AND AGREED between the parties hereto that the conveyance by Seller shall be subject to the following:

1. PURCHASE PRICE. The purchase price shall be Thirty Thousand Dollars ($30,000.00), of which the sum of Ten Thousand ($10,000.00) due at execution and the balance to be paid in two annual payments due on September 1, 1991 and September 1, 1992 of Ten Thousand Dollars principal plus accrued interest. The interest rate is 8%.

The purchase price includes certain appliances, namely the stove, refrigerator, washer, dryer and draperies.

2. Buyers shall have the right to prepay in part or in full the balance of the purchase price and accrued interest.

3. Seller shall have the right to pay any insurance premiums or taxes as herein required, and delinquent mortgages or other encumbrances of the Buyers in order to protect her interest as Seller, and, unless Seller elects to terminate this Agreement, any amounts so expended shall be added to the purchase price, or at

RECORDED Sept 7 1991 11:20 AM
IN BOOK 56 MISC 709
SUBLETTE COUNTY, WYOMING
by Charlotte Haugland

233165

Seller's option, to the next installment. Any such amounts are to bear interest at the rate of Eight percent (8%) per annum

4. Buyers shall not cause any waste nor in any manner damage said property and any such damage which might be caused shall immediately be repaired by and at the expense of the Buyers, ordinary wear and tear excepted.

5. Buyers shall not and will not suffer or permit any mechanic's lien or other lien to attach to or be against or upon the property aforesaid, which shall or may be superior to the rights of Seller.

6. Except as hereinafter provided, Buyers shall not and will not transfer or assign this Installment Sales Contract or any of Buyers' interest therein without the previous written consent of Seller, any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in said premises, but shall render this contract null and void, at the election of the Seller.

7. No notice of any extension, change, modification or amendments to or of this instrument, made or claimed by Buyers, shall have any force or effect whatsoever except the same shall be endorsed in writing on this Agreement and be signed by the parties hereto.

8. Buyers shall keep all buildings at any time on said premises insured at their expense against loss by fire, lightening and other casualties and hazards to an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional insurance shall require all payments for loss to be applied on said indebtedness, and Buyers shall deliver the said policies of insurance to Seller.

9. Buyers shall assume and pay all property taxes and assessments levied against the above described property for the calendar year 1991 and for subsequent years.

10. Buyers shall be entitled to possession of the above premises and property as of November 1, 1990, if Buyers makes the required payment at closing as hereinabove stated.

11. The date for closing shall be September 11, 1990 at Pinedale, Wyoming, at the office of the attorney for Seller.

12. Time is of the essence of this Agreement and Buyers shall make all payments promptly as herein provided, and it is expressly understood and agreed that in case of the failure of Buyers to make any of the payments, or any part thereof, or perform any of the covenants hereof on their part hereby made and entered into and if said default shall continue thirty (30) days after written notice thereof shall have been given, this contract shall, at the option of Seller, be forfeited and determined, and Buyers shall forfeit all payments made by them on this contract, and such payments shall be retained by Seller in full satisfaction and as liquidated damages by them sustained, and in such event Seller shall have the right to re-enter and take possession of the premises and property aforesaid.

13. In the event this contract or agreement shall be declared null and void by Seller on account of any default, breach or violation by Buyers in any of the provisions hereof, the same shall become and be null and void and be so conclusively determined by the filing by the Seller, of written declaration of forfeiture hereof, in the County Clerk's Office of Sublette County, Wyoming.

14. Buyers shall and will pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding to which they may be made a party by reason of being a party to this Agreement and Buyers will pay to Seller all costs and expenses, including attorney's fees incurred by Seller in enforcing any of the covenants and provisions of this Agreement and incurred in any action brought by them against Buyers on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgement entered in any proceeding brought by Seller against Buyers on or under this Agreement.

15. It is further expressly agreed between the parties hereto that the remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but that Seller shall, in case of default or breach, or for any other reason herein contained, have

every other remedy given by this Agreement and by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

16. The waiver by either party hereto of any breach of any condition or provision of this Agreement by the other party shall be limited to the particular instance, and shall not operate or be deemed to waive any future breach or breaches of said condition or provision. The failure of either party to insist in any one instance or more, upon the performance of any of the conditions or provisions of this Agreement, or to exercise any right or privilege herein or therein conferred, shall not be construed as thereafter waiving any such conditions, provisions, right or privilege, but the same shall continue and remain in full force and effect.

17. All notices required hereunder shall be deemed to have been property given herein when sent by certified or registered United States mail, or telegraph, with all postage or charges fully prepaid and addressed to Seller as follows:

Irene Sondgeroth
P.O. 116
Pinedale, WY 82941

and the Buyers as follows:

Joseph Alan Sondgeroth
and Catherine Ann Weber
P.O. Box 385
Pinedale, WY 82941

The date of service of such notice shall be the date on which the notice is deposited in a United States Post Office, or transmitted by the telegraph company as shown by its records as the date of transmission. All notices shall be sufficient within the terms of the Agreement when signed by any one of the notifying parties. Personal delivery of such written notice shall have the same effect as notice given by mail or telegraph.

18. Upon payment of the whole of the purchase price and interest as aforesaid, Seller shall convey the above property by a good and sufficient Warranty Deed, the same to be prepared at the expense of the Seller. It is understood that the title to the above property is to be free and clear of all liens, indebtedness, and encumbrances of every kind and marketability of title shall be

certified by Seller.

19. This instrument and an executed Warranty Deed granting the above property from Seller to Buyers shall be placed in escrow with the Gerald R. Mason, P.C. Law Office, Pinedale, Wyoming, pursuant to a written escrow agreement signed by Seller and Buyers, immediately following closing.

20. It is expressly understood and agreed by the Buyers that the above property is being received in its present physical condition, that is "as is". Any oral statement that may have been made by Seller but which statement is not incorporated in this Installment Sales Contract, is not and shall not be relied upon by Buyers and is not a part of this Installment Sales Contract. The entire Contract is embodied in this writing. No other representations or promises are given beyond those set forth in this written contract. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of the agreement.

21. All the terms, provisions and covenants herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the dates indicated below.

SELLER:

Irene M. Sondgeroth — 9-11-90

Irene M. Sondgeroth — Date

BUYERS:

Joseph Alan Sondgeroth — 9/13/90.

Joseph Alan Sondgeroth — Date

Catherine Ann Weber — 9-11-90

Catherine Ann Weber — Date

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

SUBSCRIBED and sworn to before me by IRENE M. SONDGEROTH this 11th day of September, 1991.

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

MY COMMISSION EXPIRES
JULY 20, 1992

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

SUBSCRIBED and sworn to before me by JOSEPH ALAN SONDGEROTH this 13th day of September, 1991.

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

MY COMMISSION EXPIRES
JULY 20, 1992

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

SUBSCRIBED and sworn to before me by CATHERINE ANN WEBER this 11th day of September, 1991.

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

MY COMMISSION EXPIRES
JULY 20, 1992

Notary Public

RVEYOR

ACKSON, WYOMING, DO HEREBY CERTIFY
FROM FIELD NOTES TAKEN DURING AN
ETWEEN MAY 21, 1991 AND
CORRECTLY SHOWS THE RESULTS OF
ONUMENTS FOUND OR SET ARE AS

Michael L. Minear

CHAEL L. MINEAR

Professional Land Surveyor
MICHAEL L. MINEAR
Date
WYOMING

MAP OF SURVEY

NE 1/4NW 1/4 SECTION 22

T30N R111W

SUBLETTE COUNTY LANDFILL

MARBLETON #2 SITE

233200

RECORDED June 12 1991 3:00 P M
IN BOOK 58 Misc. PAGE 715
FEES $NC Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Kelly

DRAWING TITLE: MAP OF SURVEY
JOB TITLE: SUBLETTE COUNTY LANDFILL
DRAWING Nº: 1 OF 1
JOB Nº: 90-103-1

716

AFFIDAVIT AS TO TENANCY BY ENTIRETIES

FOR

First American Title Insurance Company of the Mid-West

State of Missouri
County of St. Louis ss.

On this 6th day of December , 19 90 , before me personally appeared

RICHARD P. LeVEQUE

to me personally known, who being by me duly sworn on oath did say that Affiant is the owner of the following property:

Lot (72) in Block (8) of 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

And that said property was formerly owned as tenants by the entirety

by Richard P. LeVeque

and Doris J. LeVeque his wife,

That said Doris J. LeVeque

died on the 30th day of January 19 84

a copy of the medical certificate of death is hereby attached hereto and made a part hereof.

That said parties were never divorced.

That the value of the estate of deceased was $ 10,000 including tenancies by the entireties, joint tenancies, individual ownerships and insurance. ALL ESTATE TAXES HAVE BEEN PAID IN FULL.

Richard P. LeVeque
Richard P. LeVeque Signature

Subscribed and sworn to before me the day and year above written.

George W. Tripp
Notary Public

233225

GEORGE W. TRIPP
NOTARY PUBLIC, STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES JUNE 8, 1991

RECORDED June 12 1991 4:00 P.M.
IN BOOK 58 Misc. PAGE 716
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mae Petty

47-003

DECEDENT'S BIRTH NO.

REGISTRATION DISTRICT NO. 57.0

REGISTERED NUMBER

STATE OF ILLINOIS

STATE FILE NUMBER

MEDICAL CERTIFICATE OF DEATH

Type or Print in PERMANENT INK See Funeral Directors Hospital or Physicians Handbook for INSTRUCTIONS

DECEASED

1. DECEDENT—NAME: First Doris; Middle J.; Last LeVeque
2. SEX: Female
3. DATE OF DEATH (MONTH, DAY, YEAR): January 30, 1984
4a. RACE—(WHITE, BLACK, AMERICAN INDIAN, ETC.) (SPECIFY): White
4b. ORIGIN OR DESCENT: American
5a. AGE—LAST BIRTHDAY (YRS): 52
5b. UNDER 1 YEAR—MONTHS:
5c. UNDER 1 DAY—HOURS / MIN.:
6. DATE OF BIRTH (MO., DAY, YEAR): Feb 8, 1931
7a. COUNTY OF DEATH: McLean
7b. CITY, TOWN, TWP. OR ROAD DISTRICT NUMBER: Normal
7c. HOSPITAL OR OTHER INSTITUTION—NAME (IF NOT IN EITHER, GIVE STREET AND NUMBER): Brokaw Hospital
7d. IF HOSP. OR INST., INDICATE D.O.A. OP. EMER. RM. INPATIENT (SPECIFY): Inpatient
8. STATE OF BIRTH (IF NOT IN U.S.A. NAME COUNTRY): Missouri
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): Richard P. LeVeque
12. SOCIAL SECURITY NUMBER: 342 24 4347
13a. USUAL OCCUPATION: Homemaker
13b. KIND OF BUSINESS OR INDUSTRY: Own Home
13c. WAS DECEASED EVER IN U.S. ARMED FORCES? (SPECIFY YES OR NO): No
13d. WAR OR DATES OF SERVICE:
14a. RESIDENCE STREET AND NUMBER: 504 W. Willow St.
14b. CITY, TOWN, TWP. OR ROAD DISTRICT NO.: Normal
14c. INSIDE CITY (YES/NO): Yes
14d. COUNTY: McLean
14e. STATE: Illinois

PARENTS

15. FATHER—NAME: First Eugene; Middle; Last Pfeffer
16. MOTHER—MAIDEN NAME: First Eva; Middle; Last Mahler

17a. INFORMANT NAME (TYPE OR PRINT): Richard P. LeVeque
17b. RELATIONSHIP: Husband
17c. MAILING ADDRESS (STREET AND NO. OR R. F. D., CITY OR TOWN, STATE, ZIP): 504 W. Willow St., Normal, Ill. 61761

CAUSE

18. DEATH WAS CAUSED BY (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b) AND (c)) — APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH

PART I.
- (a) IMMEDIATE CAUSE: ACUTE RESPIRATORY FAILURE — SUDDEN
- (b) DUE TO OR AS A CONSEQUENCE OF: ACUTE LYMPHOBLASTIC LEUKEMIA
- (c) DUE TO OR AS A CONSEQUENCE OF: SEPSIS

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

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

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:
20c. IF FEMALE, WAS THERE A PREGNANCY IN PAST THREE MONTHS? YES ☐ NO ☐

CERTIFIER

21a. I (DID) (DID NOT) ATTEND THE DECEASED AND LAST SAW HIM/HER ALIVE ON (MONTH, DAY, YEAR): Jan 30, 84
21b. WAS CORONER OR MEDICAL EXAMINER NOTIFIED? (SPECIFY YES OR NO):
21c. HOUR OF DEATH: 12:05 A. M.

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

22a. SIGNATURE ▶ Raman
22b. DATE SIGNED (MO., DAY, YR.): 1/31/84
22c. NAME AND ADDRESS OF CERTIFIER (TYPE OR PRINT): 107 E Chestnut Bloomington, IL 61701
22d. ILLINOIS LICENSE NUMBER: 36-50923

23. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (TYPE OR PRINT): A F Cunningham

NOTE: IF AN INJURY WAS INVOLVED IN THIS DEATH THE CORONER OR MEDICAL EXAMINER MUST BE NOTIFIED

DISPOSITION

24a. BURIAL, CREMATION, REMOVAL (SPECIFY): Burial
24b. CEMETERY OR CREMATORY—NAME: Park Hill Cem.
24c. LOCATION—CITY OR TOWN, STATE: Bloomington, Ill.
24d. DATE (MONTH, DAY, YEAR): Feb 2, 1984

25a. FUNERAL HOME NAME, STREET AND NUMBER OR R. F. D., CITY OR TOWN, STATE, ZIP: Kibler-Smith Memorial Home, 1104 N. Main St., Bloomington, Ill. 61701

25b. FUNERAL DIRECTOR'S SIGNATURE ▶ John W Kibler
25c. FUNERAL DIRECTOR'S ILLINOIS LICENSE NUMBER: 7076

26a. LOCAL REGISTRAR'S SIGNATURE ▶ Ben Boyd by mm
26b. DATE REC'D BY LOCAL REGISTRAR (MONTH, DAY, YEAR): February 3, 1984

VR 200 REV. 5/82 — 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 decedent named at item 1, and that this record was established and filed in my office in accordance with the provisions of the Illinois Vital Records Act.

DATE February 3, 1984

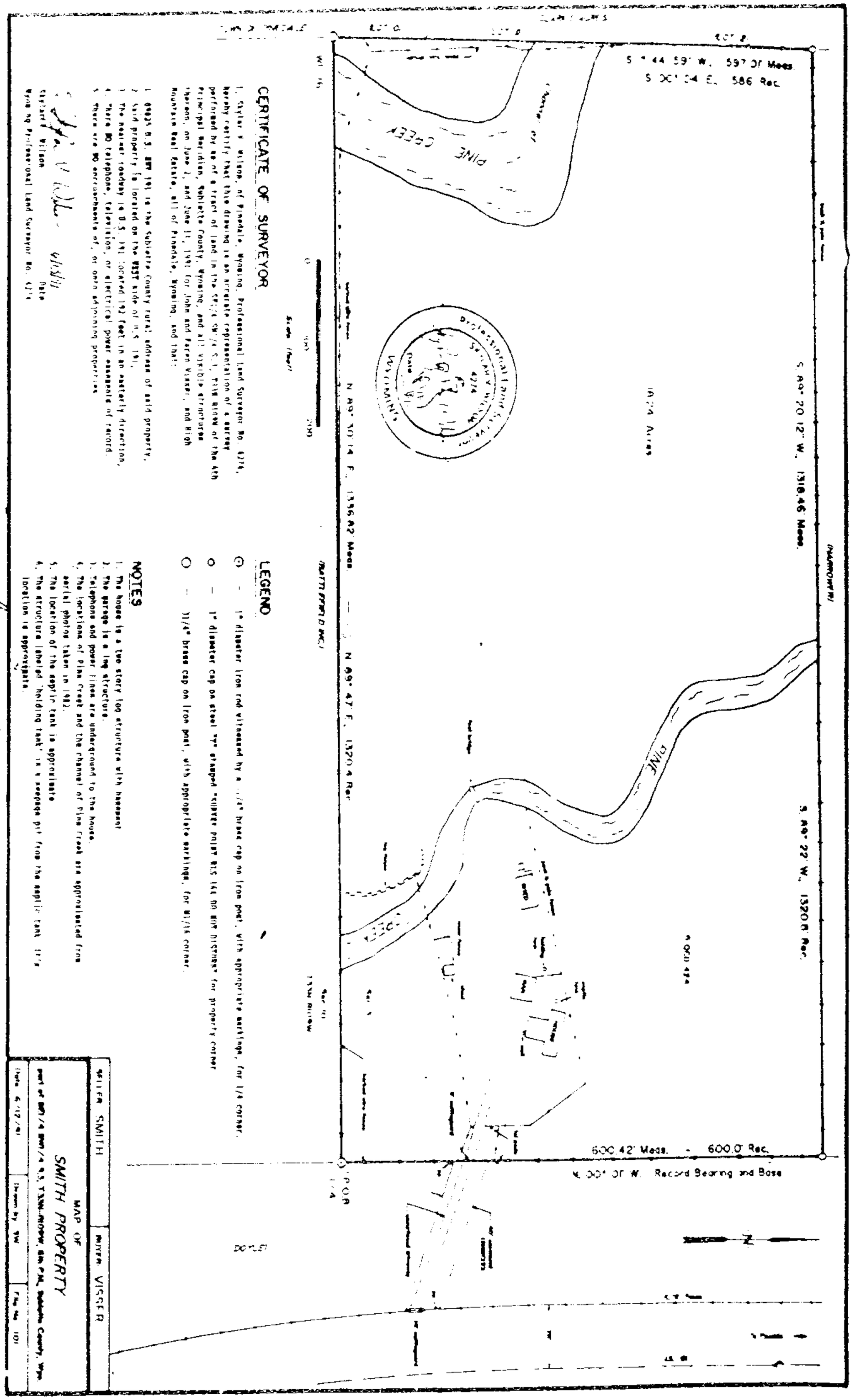
SIGNED Ben Boyd

Local Registrar

AT NORMAL, Illinois. OFFICIAL TITLE

717

717A



CERTIFICATE OF SURVEYOR

I, Skyler V. Wilson, of Pinedale, Wyoming, Professional Land Surveyor No. 4214, hereby certify that this drawing is an accurate representation of a survey performed by me of a tract of land in the SE1/4 SW1/4 S.1, T31N R108W of the 6th Principal Meridian, Sublette County, Wyoming, and all visible structures thereon, on June 2, and June 11, 1991 for John and Faren Wieser, and High Mountain Real Estate, all of Pinedale, Wyoming, and that:

1. 00025 U.S. HWY 191 is the Sublette County rural address of said property,
2. Said property is located on the WEST side of U.S. 191,
3. The nearest roadway is U.S. 191 located 192 feet to an easterly direction,
4. There NO telephone, television, or electrical power easements of record.
5. There are NO encroachments of, or onto adjoining properties

Skyler V. Wilson 6/13/91
Skyler V. Wilson
Wyoming Professional Land Surveyor No. 4214

NOTES

1. The house is a two story log structure with basement
2. The garage is a log structure.
3. Telephone and power lines are underground to the house.
4. The locations of Pine Creek and the channel of Pine Creek are approximated from aerial photos taken in 1982.
5. The location of the septic tank is approximate
6. The structure labeled "holding tank" is a seepage pit from the location is approximate.

LEGEND

⊙ - 1" diameter iron rod witnessed by a 1 1/4" brass cap on iron post, with appropriate markings, for W1/16 corner.

o - 1" diameter cap on steel "T" stamped "SILVER POINT RLS 144 00 NOR DISTANCE" for property corner

○ - 1 1/4" brass cap on iron post, with appropriate markings, for W1/16 corner.

RECORDED June 13 1991 4:45 P M
IN BOOK 58 Misc. PAGE 717A COUNTY CLERK
FEES $ 4.00 Mary L. LeGard
SUBLETTE COUNTY, PINEDALE, WYOMING

23229

Before me, Mary L. LeGard, a County Clerk in and for Sublette County, State of Wyoming, personally appeared Skyler V. Wilson and he being first duly sworn by me upon his oath, says that the facts alleged in the foregoing instrument are true.

Witness my hand and official seal.

Mary L. LeGard
Mary L. LeGard

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF)
)
JAMES W. WILSON,) Probate No. 1345
)
Deceased.)

COPY

ORDER APPROVING FINAL REPORT AND ACCOUNTING
AND
DECREE OF DISTRIBUTION

FILED
BY: M M Jensen
JAN 3 1991
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYO

WHEREAS, ROBERT H. WILSON, petitioner herein, the duly qualified and acting personal representative of the estate of JAMES W. WILSON, deceased, did file his final report and accounting and petition for distribution with this Court on the 5th day of December, 1990, asking the Court for its approval of the report and accounting and for its decree of distribution;

1-

The Court has examined the files herein and finds that JAMES W. WILSON died intestate on or about the 21st day of January, 1990, a resident of the County of Sublette and State of Wyoming, and left estate in the County of Sublette and State of Wyoming as hereinafter set forth;

2-

Further, JAMES W. WILSON, deceased, left surviving as his next of kin and heirs at the law the following-named persons, to-wit:

Name	Age	Relation-ship	Address
MARY JANE WILSON	adult	wife	P. O. Box 126 Big Piney, Wyoming 83113
ROBERT H. WILSON	adult	son	P. O. Box 126 Big Piney, Wyoming 83113

233231

RECORDED June 13 1991 2:15 PM
IN BOOK 58 Misc. PAGE 718
FEES $10.00 Mary L. Lee Ford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Mary Riley

3-

That ROBERT H. WILSON was appointed administrator thereof on the 26th day of June, 1990, to serve without bond or other security and said administrator did thereafter qualify and letters of administration were issued unto him by the clerk of the above-named court on the 6th day of July, 1990, and said letters have not been revoked and said administrator has been at all times subsequent to said appointment the duly appointed, qualified and acting administrator and personal representatives of the decedent's estate;

4-

That ROBERT H. WILSON has caused the publication of notice of probate of the estate, requiring creditors to present claims within three months from said date of first publication; said publication was made in the Pinedale Roundup, a newspaper of general circulation in and printed and published in the County of Sublette aforesaid and was made for the time and in the manner required by law as shown more particularly by the publisher's affidavit on file herein, and the time for presenting claims against said estate as fixed by said notice of probate expired on the 13th day of October, 1990;

5-

That ROBERT H. WILSON duly returned to the court an inventory of all of the decedent's estate coming into his possession or knowledge and that said estate as inventoried has been appraised and report of appraisal filed in this court on the 24th day of October, 1990, as required by law;

6-

That a report upon the decedent's estate has been made to the Wyoming Estate Tax Administrator and the certificate of the Wyoming Estate Tax Administrator is on file reflecting no tax due.

That the surviving spouse of the decedent is MARY JANE WILSON.

That all distributees are adult persons and under no legal disability.

All statutory requirements pertaining to taxes have been complied with.

7-

The petitioner in account with said estate charges himself as follows:

Real property-

Lot 6, Block 11 and Lots 11 and 12, Block 12, all of the C. P. MacGlashan First Addition to the Town of Big Piney, Wyoming.

TOTAL APPRAISED VALUE $ 37,500.00

8-

That the time for filing claims against the estate expired on the 13th day of October, 1990, and no claims have been filed;

9-

That all creditor's claims, expenses of last illness, burial expenses, and expenses of administration to date hereof, together with all taxes attached to or accrued upon the said estate have been paid and discharged and the estate is in condition for closing;

10-

That petitioner proposes distribution of the residue of the estate unto the next of kin and heirs at law as follows:

Name	Relation-ship	Address	Share
MARY JANE WILSON	adult wife	P. O. Box 126 Big Piney, Wyoming 83113	1/2
ROBERT H. WILSON	adult son	P. O. Box 126 Big Piney, Wyoming 83113	1/2

11-

That on the 5th day of December, 1990, the personal representative did provide the statutory notice of final settlement by which objections to the first and final report were to be filed on or before December 21, 1990 and no objections have been filed.

720

NOW, THEREFORE, upon the petition of ROBERT H. WILSON, 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 ROBERT H. WILSON as personal representative of the estate be and the same is hereby approved, settled and allowed;

2-

That the residue of the estate of JAMES W. WILSON, 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 heirs at law of JAMES W. WILSON, in the shares as set forth below, to-wit:

Name	Relation-ship	Address	Share
MARY JANE WILSON	adult wife	P. O. Box 126 Big Piney, Wyoming 83113	1/2
ROBERT H. WILSON	adult son	P. O. Box 126 Big Piney, Wyoming 83113	1/2

3-

The personal representative is hereby discharged from his duties and released from further liability.

DATED this 31st day of December 1990.

D. TERRY ROGERS, District Judge

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

EASEMENT

COMES NOW T.J. LAND & CATTLE, INC. a Wyoming corporation, Grantor, and, in consideraion of the sum of $10.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant and convey unto LEE LIEBERMAN and ANN LIEBERMAN, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, Grantees, thier heirs and assigns, an easement for ingress and egress over and on the real property described as follows:

A parcel of ground sixty (60) feet in width having as its centerline a line described as follows:

Beginning at the terminal point of Sublette County Road 23-122, at station 108+05.07, said point being located N.89°44.3'E., a distance of 1385.41 feet from the Southwest Corner of Section 2, Township 32 North, Range 107 West of the 6th P.M., Sublette County, Wyoming;
thence from said point of beginning, along the centerline of an existing road, easterly, 30 feet north of and parallel to the south line of said Section 2, a distance of 2150 feet;
thence N.25°23'E., a distance of 432 feet;
thence N.03°27'W., a distance of 501 feet;
thence N.44°23'E., a distance of 307 feet;
thence N.25°59'W., a distance of 251 feet;
thence N.16°46'E., a distance of 261 feet;
thence N.36°20'W., a distance of 186 feet;
thence N.16°25'W., a distance of 495 feet;
thence N.12°44'W., a distance of 748 feet;
thence N.08°37'W., a distance of 936 feet;
thence N.26°11'W., a distance of 1359 feet;
thence North 60 feet more or less into the E½SE¼SE¼ of said Section 36.

Said easement shall include, but not be limited to the right to build, construct, improve and maintain a road thereon, to conduct snow removal operations and place the removed snow on said easement and to generally do all things necessary to use said easement for access.

Said easement shall be appurtenant to, shall run with and shall be attached to the real property described as:

Township 33 North, Range 107 West of the 6th P.M., Sublette County, Wyoming;

Section 36: E½SE¼SE¼

Township 33 North, Range 106 West of the 6th P.M., Sublette County, Wyoming;

Section 31: W½ of Lot 4 (W½SW¼SW¼)

Said easement only applies to that portion of the described lands actually owned by Grantor.

DATED this 10th day of June, 1991.

ATTEST:

SEAL

Secretary

T.J. LAND & CATTLE INC., a Wyoming corporation:

BY: _____

ITS: Preist

233232

RECORDED June 13 at 9:245 P
IN BOOK 58 Misc. PAGE 722
FEES $6.00 Paid COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
722

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Easement** was acknowledged before me by T.J. LAND & CATTLE INC., a Wyoming corporation, by LEE LIEBERMAN, its President and attested to and sealed by its Secretary, this 10th day of June, 1991.

Witness my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Dec. 12, 1994

Susan J Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/91

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 12th day of June, 1991, between FOOTHILLS DEVELOPMENT CO., INC., a Wyoming corporation, as Seller, and ROBERT J. LOOS and ROSEMARY A. LOOS, 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 Five (5), South Forty 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 South Forty Subdivision as recorded in the office of the County Clerk for Sublette County, Wyoming;
RESERVING UNTO GRANTOR one-half (½) of all minerals and mineral interests appurtenant to or underlying the conveyed real property which Seller shall own.

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 644, Pinedale, WY 82941.

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

DATED this 12th day of June, 1991.

ATTEST:

SELLER:
FOOTHILLS DEVELOPMENT CO., INC.,
a Wyoming corporation:

SEAL

BY: _____
JOHN M. SULENTA, President

_____
SECRETARY

DATED this 11th day of June, 1991.

BUYERS:

_____
ROBERT J. LOOS

_____
ROSEMARY A. LOOS

233233

RECORDED June 13 19 91 2:45 P M
IN BOOK 58 Misc PAGE 724
FEES $ 6.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

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

SULENTA, its President and attested to and sealed by its Secretary, this 12th day of June, 1991.

WITNESS my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Dec. 12, 1994

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/94

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum of Agreement** was acknowledged before me by ROBERT J. LOOS and ROSEMARY A. LOOS, this 11th day of June, 1991.

WITNESS my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Dec. 12, 1994

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/94

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 24th day of June, 1991, between RONALD RUPERT and TERYL LYNNE RUPERT, as Sellers, and MICHAEL RAY SIRKEL and PATRICIA MARIE SIRKEL, 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 Twenty-Eight (28) of the 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 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 10 Snowshoe Trail, Pinedale, WY 82941.

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

DATED this 12 day of June, 1991.

SELLERS:

Ronald Rupert
RONALD RUPERT

Teryl Lynne Rupert
TERYL LYNNE RUPERT

DATED this 24th day of June, 1991.

BUYERS:

Michael Ray Sirkel
MICHAEL RAY SIRKEL

Patricia Marie Sirkel
PATRICIA MARIE SIRKEL

233355

RECORDED June 24 1991 2:45 P.M.
IN BOOK 58 misc PAGE 726
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
BY: Carol D. Cheney, deputy

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

The foregoing **Memorandum of Agreement** was acknowledged before me by RONALD RUPERT and TERYL LYNNE RUPERT, this 12 day of

June, 1991.

WITNESS my hand and official seal.

Notary Public
NOTARY PUBLIC

My Commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum of Agreement** was acknowledged before me by MICHAEL RAY SIRKEL and PATRICIA MARIE SIRKEL, this 24th day of June, 1991.

WITNESS my hand and official seal.

Peggy E. Weber
NOTARY PUBLIC

My Commission Expires:

PEGGY E. WEBER - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Apr. 13, 1995

El [redacted] Whipps, Big Horn County Clerk
By [redacted] A. Goode Deputy

BOOK 193 PAGE 67

644432

BOOK 999 PAGE 462

RECORDED Jan 22 19 91 AT 3:48 O'CLOCK PM
INSTRUMENT NO. 486921
MARY ANN COLLINS NATRONA COUNTY CLERK CASPER, WYOMING

236

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

IN THE DISTRICT COURT

SEVENTH JUDICIAL DISTRICT

Probate No. 15,397

RECORDED JUNE 17, 1991 BK 341 PG 643 NO 84336 RONALD L. DAILEY, COUNTY CLERK

IN THE MATTER OF THE ESTATE)
)
OF)
)
CLIFFORD P. HICKOK,)
)
Deceased.)

CERTIFIED COPY

FILED
JAN
SUE PATE
Clerk of District Court
By Wanda Davis
Deputy

RECORDED March 22, 19 91 AT 9:00A M.
IN BOOK 999 OF MISC PAGE 462
DOROTHY L TAYLOR COUNTY CLERK
NO. 751705

ORDER APPROVING FINAL REPORT AND ACCOUNTING,
AND
DECREE OF DISTRIBUTION

233356

The above-captioned matter coming on for hearing before the Court on the Final Report, Accounting and Petition for Distribution of Frederick R. Hickok, Personal Representative of the above-captioned estate, and the Court having examined said Final Report, Accounting and Petition for Distribution and having examined the Waiver and Consent to Approval of Final Report, as duly executed by William C. Hickok and presented to the Court at this time, 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. The Court specifically finds that each and all of the statements made in said Final Report 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 law and 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 an 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 Decree should be entered

RECORDED June 24 1991 AT 9:00 AM
IN BOOK 58 Misc PAGE 228
FEES 32.00 Linda L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By Jane Ely

STATE OF WYOMING } ss 096480
COUNTY OF JOHNSON }

This instrument was filed Apr 24 1991
at 2:10 P M. and recorded at 36A38 page
459-473 Fee $ 34.75
Linda Roberts Register of Deeds
By _____ Deputy

543

186971

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BOOK 015 PAGE 0677

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, 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 William T. Schwartz, the attorney for the estate, has rendered all the services normally required in an estate of this kind and size; and he is hereby allowed the sum of $18,405.56 for ordinary services rendered and to be rendered for this estate, including the closing of this estate, together with his costs incurred to date in the amount of $712.00.

That all of the properties owned by the decedent within the State of Wyoming are a part of his residuary estate and under the July 17, 1985 Codicil were to be distributed to decedent's wife, Marion Lee Hickok; however, during the course of probate and on January 13, 1987, Marion Lee Hickok renounced a portion of her interest in residuary estate and thus, subject to the following provisions of this Decree,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Wyoming estate of Clifford P. Hickok as set forth on Exhibit A attached hereto shall be and is hereby distributed as follows:

Marion Lee Hickok Room 1 Professional Building Tarrytown, NY 10591	Wife	82.518808%
Frederick R. Hickok Room 1 Professional Building Tarrytown, NY 10591	Son	8.740596%
William C. Hickok Room 1 Professional Building Tarrytown, NY 10591	Son	8.740596%

That Marion Lee Hickok, spouse of Clifford P. Hickok, died on September 28, 1989 in Baltimore, Maryland, prior to

distribution of the estate of Clifford P. Hickok; that the domicilary estate of Marion Lee Hickok is being probated in the Orphan's Court for Baltimore County under Probate No. 68008, and an ancillary probate of her estate is presently being probated in the District Court of Natrona County, Wyoming, under Probate No. 15662, and Frederick R. Hickok, Executor herein, is also the Executor (Personal Representative) of both the domiciliary and ancillary estates of Marion Lee Hickok, deceased, and thus the 82.518808% interest of Marion Lee Hickok in the residue of the Wyoming estate of Clifford P. Hickok is distributed to Frederick R. Hickok as the Personal Representative of the estate of Marion Lee Hickok, deceased.

All interests of Clifford P. Hickok, deceased, in any assets not herein described and which may hereafter be discovered are hereby set over to Frederick R. Hickok - 8.740596%, William C. Hickok - 8.740596%, and Frederick R. Hickok as Personal Representative of the Wyoming Estate of Marion Lee Hickok, deceased - 82.518808% until such time as a Final Decree is entered in the Estate of Marion Lee Hickok in Probate No. 15662, and thereafter in accordance with said Final Decree. In making such distribution, the Personal Representative shall execute and deliver such legal instruments as shall be necessary or appropriate to effectuate such distribution.

DATED this 22 day of January, 1991.

STATE OF WYOMING, COUNTY OF NATRONA SS CERTIFICATE

I do hereby certify that the within and foregoing is a full true and correct copy of the original document which is on file of record in my office.
Witness my hand and the SEAL of said court this 22nd day of January, 19 91.

SUE GATE, Clerk of the District Court, 7th Judicial District, in and for Natrona County, Wyoming.

By Sandy Dawes

BY THE COURT:

HARRY E. LEIMBACK

JUDGE.

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Estate of Clifford P. Hickok, Deceased

Prenalta Lease No.	Lease Name or Lessor No.	Leasehold Interest	Land Description
BIG HORN COUNTY, WYOMING:			
PRODUCING ACREAGE:			
S-1506	W-51975	3.125	T 49 N, R 93 W Sec.18: Lots 1,2,NW¼NE¼, S½NE¼, E½NW¼
CAMPBELL COUNTY, WYOMING:			
PRODUCING ACREAGE:			
S-387	Larrechea, Marcelino	5.00	T 54 N, R 70 W Sec.33: E½SW¼, SW¼SE¼
S-404	USA W-047022	12.5	T 54 N, R 70 W Sec.6: SE¼NW¼
S-458.2	Pren. 43-28-51-70	2.08313 WI	T 51 N, R 70 W Sec. 28: NE¼SE¼
S-613	Springen Ranch Unit	.021125 NRI	T51N, R 71 W Sec. 33: S½SW¼
S-862	W-22835	3.3333	T 53 N, R 70 W Sec.4: Lot 2, S½NE¼
S-1000	USA W-037978-C	3.125	T 51 N, R 70 W Sec.35: E½SW¼
S-1136	Moran 13-13-49-70 P&A - Ls. expired	.02640625	T 49 N, R 70 W Sec. 13: SE¼ Sec. 14: SE¼NE¼, NE¼SE¼
S-1411	Pren. 34-2	.0625	T 50 N, R 70 W Sec. 2: SE¼SW¼, SE¼
S-1451	Pren. 42-13	6.25000 WI	T 50 N, R 69 W Sec. 13: NE¼, N½SE¼
S-1483	Pickrel, Nora	1.500	T 49 N, R 71 W Sec. 3: S½SE¼, NW¼SE¼ Sec. 10:N½, N½S½
S-1529	W-63210	3.125	T 53 N, R 69 W Sec. 32: SE¼ Down to depth of 7725'
S-1698	Spring Hole Field	6.25 WI	T 53 N, R 69 W Sec. 9: Lots 2 & 3 Down to 7375'
S-1540	Larrechea Estate	6.25	T 53 N, R 69 W Sec. 9: N½NW¼, NW¼NE¼, S½NE¼
	Errecart, Maria	6.25	T 53 N, R 69 W Sec. 9: NE¼NW¼

EXHIBIT A

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Prenalta Lease No.	Lease Name or Lessor No.	Leasehold Interest	Land Description
CAMPBELL COUNTY, WYOMING (cont'd)			
PRODUCING ACREAGE (cont'd):			
S-1540 (cont'd)			
	Errecart, Maria	6.25	T 53 N, R 69 W Sec. 9: NE¼NW¼
	Errecart, Maria	6.25	T 53 N, R 69 W Sec. 9: S½NE¼, NW¼NE¼, NW¼NW¼
	Shippy, David et al	6.25	T 53 N, R 69 W Sec. 9: N½NW¼, NW¼NE¼, S½NE¼
	Larrechea Estate	6.25	T 53 N, R 69 W Sec. 9: N½NW¼, NW¼NE¼, S½NE¼
	Errecart, Jeannette	6.25	T 53 N, R 69 W Sec. 9: NE¼NW¼
	Errecart, Jeannette	6.25	T 53 N, R 69 W Sec. 9: S½NE¼, NW¼NE¼, NW¼NW¼
	Moore, Jeanette	6.25	T 53 N, R 69 W Sec. 9: NE¼NW¼
S-1578	W-75674	6.25	T 54 N, 69 W Sec. 32: S½NE¼, SE¼NW¼, E½SW¼, SE¼
S-1700:		Unit Revenue Interest	
Tract I	NW Timber Creek Unit	.00468	T 49 N, R 71 W Sec. 13: N½NE¼
Tract II	NW Timber Creek Unit	.07219	T 49 N, R 71 W Sec. 12: S½NE¼
Tract III	NW Timber Creek Unit	.31248	T 49 N, R 71 W Sec. 1: SW¼, W½SE¼ Sec. 12: NW¼NE¼
Tract IV	NW Timber Creek Unit	.000691	T 49 N, R 71 W Sec. 2: SE¼SE¼
Tract V	NW Timber Creek Unit	.06907	T 49 N, R 71 W Sec. 11: E½NE¼
Tract VI	NW Timber Creek Unit	.00567	T 49 N, R 71 W Sec. 11: E½SE¼
Tract VII	NW Timber Creek Unit	1.39927	T 49 N, R 71 W Sec. 12: W½ Sec. 13: NE¼NW¼
Tract VIII	NW Timber Creek Unit	.45858	T 49 N, R 71 W Sec. 12: NE¼SE¼

Prenalta Lease No.	Lease Name or Lessor No.	Leasehold Interest	Land Description
CAMPBELL COUNTY, WYOMING (cont'd)			
PRODUCING ACREAGE (cont'd):			
S-1705	W-105656	6.25 WI	T 53 N, R 69 W Sec. 4:Lots 13,14,15, 16, 17 Sec. 9:Lot 5
S-1719	W-84161	1.5625	T 55 N, R 70 W Sec. 33: SW¼SW¼
S-1733	Pren. 23-23-48-70	3.125 WI	T 48 N, R 70 W Sec. 23: N½SW¼ Sec. 26: N½NW¼
S-1766	W-54014	1.5625 NRI	T 51 N, R 70 W Sec. 27: NW¼SW¼
	From the base of the earth down to the base of the Cretaceous which is located approximately 6800' subsurface or the stratigraphic equivalent thereof.		Sec. 27: NW¼SW¼
	From the base of the Cretaceous down to the stratigraphic equivalent of 8,689' as encountered in the Prenalta 13-27 Govt well located in the NW¼SW¼ Sec. 27, T51N, R70W.		Sec. 27: SW¼SW¼
	Limited to the zones and interval from the surface of the earth down to the stratigraphic equivalent of 8,689' as measured in the Prenalta #13-27 Govt well located 1,804 North of the South section line and 551' East of the West section line in the NW¼SW¼ Sec. 27, T51N, R70W		
NON-PRODUCING ACREAGE:			
S-458	W-15548-A	2.08328 WI	T 51 N, R 70 W Sec. 28: SE¼SE¼
S-1411	Pren. 34-2	6.25000 WI	T 50 N, R 70 W Sec. 2: SE¼SW¼, SE¼
S-1446	W-59600	2.5	T 53 N, R 72 W Sec. 19: Lots 9,10,11 Sec. 20: Lots 9,10,11,12 Sec. 21: Lots 9,10,11,12
S-1488	St. 78-0563	2.5 ORR	T 56 N, R 70 W Pt. res. Tr. 41 (Orig. N½NE¼, S½SW¼, S½NW¼, N½SE¼, Sec. 16)
S-1673	W-80530	1.25 ORR	T 52 N, R 71 W Sec. 18: Lot 2, SE¼NW¼, S½SE¼
S-1685	S-81872	1.25 ORR	T 49 N, R 70 W Sec. 3: S½SW¼ Sec. 5: SE¼NE¼ Sec. 15: NW¼ Sec. 22: E½W½ Sec. 30: SE¼SE¼
S-1702	Kirkpatrick, George	6.25	T 51 N, R 71 W Sec. 11: NE¼SE¼ Sec. 12: W½SW¼

Prenalta Lease No.	Lease Name or Lessor No.	Leasehold Interest	Land Description
CAMPBELL COUNTY (cont'd) NON-PRODUCING (cont'd)			
S-1728	W-82884-A	3.125	T 52 N, R 74 W Sec. 1: Lots 3, 4, S½NW¼, SW¼ Sec. 2: SE¼ Sec. 3: Lots 1, 2, S½NE¼, N½SE¼, SW¼SE¼
S-1744	W-67671	6.25	T 53 N, R 69 W Sec. 14: SW¼ Sec. 15: W½NE¼, S½NW¼, S½ Sec. 22: NE¼NE¼, S½NE¼, SE¼ Sec. 23: W½
S-1747	W-67671	3.125	T 53 N, R 69 W Sec. 14: SW¼ Sec. 15: W½NE¼, S½NW¼, S½ Sec. 22: NE¼NE¼, S½NE¼, SE¼ Sec. 23: W½
S-1748	W-92892	1.0406	T 53 N, R 69 W Sec. 4: W½SE¼ Sec. 8: NE¼NE¼, S½N½, SW¼, S½SE¼ Sec. 17: N½, N½SW¼, SW¼SE¼
S-1777	W-68976	1.0406	T 53 N, R 69 W Sec. 4: S½NE¼, E½SE¼
S-1789	USA W-78083	1.171875	T 51 N, R 70 W Sec. 17: S½NW¼
S-1815	USA W-98988	1.25	T 53 N, R 70 W Sec. 1: Lot 1 Sec. 8: SW¼NW¼, W½SW¼
S-1833	W-88007	.260406	T 51 N, R 70 W Sec. 10: NE¼SE¼
S-1836	W-66736	1.17	T 51 N, R 70 W Sec. 10: SW¼NE¼
S-1837	W-96908	3.125	T 52 N, R 74 W Sec. 2: Lots 1, 2, S½NE¼, SW¼ Sec. 3: Lots 3, 4, S½NW¼ Sec. 11: W½, SE¼
S-1834	W-93968	.976	T 51 N, R 70 W Sec. 10: NW¼NW¼
CONVERSE COUNTY, WYOMING PRODUCING ACREAGE:			
S-1775	Powell Fed C-2 Dakota 19.530% WI Powell Fed C-2 KF Unit 15.233% NRI		T 40 N, R 74 W Sec. 20: SW¼NE¼

Prenalta Lease No.	Lease Name or Lessor No.	Leasehold Interest	Land Description
CONVERSE COUNTY (cont'd)			
PRODUCING (cont'd)			
S-1822	W-14511	.4918359	T 40 N, R 74 W Sec. 29: SE¼NE¼, NW¼NE¼, N½NW¼, SE¼NW¼, SE¼ Sec. 30: S½SE¼

Save and except the following described formation insofar only as it underlies Section 30, Township 40 North, Range 74 West. The Frontier Formation located between the depth of 50 feet above the stratigraphic equivalent of 12,429 feet Kelly bushing and the depth of 50 feet below the stratigraphic equivalent of 12,626' Kelly bushing as encountered in the Anadarko North Fox Federal 1-A well located in the SE¼NW¼ Section 31, T. 40 N., R. 74 W.

NON-PRODUCING:

S-1816	USA W-99027	1.25	T 33 N, R 74 W Sec. 2: SE¼NW¼, N½SW¼ (Less 6.20 acres, more or less in Railroad R/W C-042128)
S-1823	W-92979	.4918359	T 40 N, R 74 W Sec. 29: SW¼NW¼ Sec. 30: NE¼, N½SE¼, E½SW¼ Sec. 31: E½W¼

Save and except the following described formation insofar only as it underlies Section 30 and 31, T. 40 N., R. 74 W. the Frontier Formation location between the depths of 50 feet above the stratigraphic equivalent of 12,429 feet Kelly bushing and the depth of 50 feet below the stratigraphic equivalent of 12,626 feet Kelly bushing as encountered in the Anadarko North Fox Federal 1-A well in the SE¼NW¼ of Section 31, T40 N, R 74 W.

S-1824	W-27386	.4918359	T 40 N, R 74 W Sec. 30: Lots 1, 2, E½NW¼

Save and except the following described formation: The Frontier Formation located between the depth of 50 feet above the stratigraphic equivalent of 12,429' KB and the depth of 50 feet below the stratigraphic equivalent of 12,626 feet KB as encountered in the Anadarko North Fox Federal 1-A well located in the SE¼NW¼ Sec. 31, T 40 N, R 74 W.

S-1825	W-0313924	.368878125	T 40 N, R 74 W Sec. 30: Lots 3,4 Sec. 31: Lots 1,2,3,4

Save and except for the following described formation: The Frontier Formation located between the depth of 50 feet above the stratigraphic equivalent of 12,429 feet Kelly bushing and the depth of 50 feet below the stratigraphic equivalent of 12,626 feet Kelly bushing as encountered in the Anadarko North Fox Federal 1-A well located in the SE¼NW¼ Sec. 31, T 40 N, R 74 W.

Prenalta Lease No.	Lease Name or Lessor No.	Leasehold Interest	Land Description
CONVERSE COUNTY (cont'd)			
NON-PRODUCING ACREAGE (cont'd)			
S-1826	W-87868	.49183	T 40 N, R 74 W Sec. 31: E½

Save and except the Frontier Formation located between the depths of 50 feet above the stratigraphic equivalent of 12,429 feet Kelly bushing and the depth of 50 feet below the stratigraphic equivalent of 12,626 feet Kelly bushing as encountered in the Anadarko North Fox Federal 1-A well located in the SE¼NW¼ Sec. 31, T 40 N, R 74 W.

S-1827	W-0312620	.36887695	T 40 N, R 74 W Sec. 32: N½

CROOK COUNTY, WYOMING
PRODUCING ACREAGE:

S-1433	Eitel, Vernon, et al.	3.125 WI 2.671875 NRI	T 51 N, R 67 W Sec. 19: Lots 2, 3
S-1437	Schuricht/Twiford	3.125	T 51 N, R 67 W Sec. 18: SW¼SE¼ Sec. 19: E½NW¼, W½NE¼, NE¼SW¼, NW¼SE¼
S-1522	Hahn, Juel B.	1.25	T 53 N, R 68 W Sec. 21: SE¼SE¼
		3.125	T 53 N, R 68 W Sec. 28: E½NE¼
S-1515	Hahn, Juel B.	1.25	T 53 N, R 68 W Sec. 22: S½SW¼, SW¼SE¼
S-1515.4		3.125 1.18750 NRI	T 53 N, R 68 W Sec. 27: NW¼, W½NE¼
S-1528	Pren.23-27	3.125 WI 2.56771 NRI	T 53 N, R 68 W Sec. 27: E½SW¼ W½SE¼
S-1762	W-89149	3.125 WI 2.625 NRI	T 53 N, R 68 W Sec. 23: NW¼SE¼ (Lot 7)

CROOK COUNTY
NON-PRODUCING:

S-1759	McKean, Juanita	3.125	T 51 N, R 67 W Sec. 20: W½
S-1798	W-97963	1.25	T 58 N, R 66 W Sec. 28: SW¼ Sec. 29: W½SE¼, SW¼SE¼

FREMONT COUNTY, WYOMING
PRODUCING ACREAGE:

S-1425	W-55725	8.6875 WI 7.08281 NRI	T 33 N, R 95 W Sec. 27: SE¼SW¼ Sec. 34: NE¼, E½NW¼
S-1432	Pren.34-27 (Lakota)	6.25 WI 5.01116 NRI	T 33 N, R 95 W Sec. 27: SW¼NE¼, E½NW¼ NE¼SW¼, SE¼

EXHIBIT "A"

Prenalta Lease No.	Lease Name or Lessor No.	Leasehold Interest	Land Description
FREMONT COUNTY, WYOMING NON-PRODUCING:			
S-1507	USA W-69102	2.50 ORR	T 27 N, R 96 W Sec. 6: Lots 9,10,S½NE¼ Sec. 7: Lots 5,6,7,8 Sec. 17: N½NE¼
S-1781	W-93372	1.25 ORR	T 29 N, R 92 W Sec. 33: S½
S-1796	W-97142	1.25 ORR	T 29 N, R 93 W Sec. 2: Lots 1, 2, 3, 4, S½N½, S½ Sec. 3: Lots 1, 2, S½NE¼, SE¼ Sec. 5: SW¼ Sec. 6: Lots 4, 6, 7, SE¼NW¼, E½SW¼, SE¼ Sec. 7: Lots 1, 2, 3, 4, E½, E½W½ Sec. 8: W½, SE¼ Sec. 17: All Sec. 18: Lots 1, 2, 3, 4, E½, E½W½ Sec. 19: Lots 1, 2, 3, 4, E½, E½W½ Sec. 20: All Sec. 26: SW¼ Sec. 27: SE¼ Sec. 28: All Sec. 34: NE¼ Sec. 35: NW¼
S-1818	W-99204	1.25 ORR	T 29 N, R 92 W Sec. 34: SE¼ Sec. 35: S½
JOHNSON COUNTY, WYOMING NON-PRODUCING ACREAGE:			
S-1440	W-58622	2.5 ORR	T 49 N, R 81 W Sec. 6: E½SW¼ Sec. 7: Lot 4, N½NE¼, NE¼NW¼ T 49 N, R 82 W Sec. 3: SE¼ Sec. 13: NW¼NW¼
S-1785	W-94922	1.25 ORR	T 53 N, R 83 W Sec. 24: SE¼SW¼, SW¼SE¼ Sec. 25: SW¼NE¼
NATRONA COUNTY, WYOMING NON-PRODUCING ACREAGE:			
S-1821	W-99133	1.25 ORR	T 35 N, R 84 W Sec. 18: N½NE¼, SE¼NE¼

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Prenalta Lease No.	Lease Name or Lessor No.	Leasehold Interest	Land Description
NIOBRARA COUNTY, WYOMING PRODUCING ACREAGE:			
S-1450	Pren. 33-31	3.75 WI	T 39 N, R 61 W Sec. 30 ✓ E½SW¼ Sec. 31 ✓ Lots 1 and 2, W½NE¼, E½SW¼, SW¼SE¼, NW¼SE¼ Sec. 32 ✓ W½W½
NON-PRODUCING ACREAGE:			
S-1439	W-58519	2.5 ORR	T 38 N, R 64 W Sec. 15 ✓ W½SW¼, NE¼SW¼, NW¼SE¼ Sec. 30 ✓ SE¼SE¼
S-1778	W-93107	1.25 ORR	T 38 N, R 61 W Sec. 1 ✓ S½ Sec. 2 ✓ S½N½, N½S½, SW¼SW¼, SE¼SE¼ Sec. 11 ✓ NE¼, N½SE¼ Sec. 12 ✓ All Sec. 13 ✓ E½, E½W½ Sec. 22 ✓ E½ Sec. 23 ✓ All Sec. 24 ✓ N½, N½SW¼, SE¼SW¼, SE¼ Sec. 25 ✓ E½, E½W½, SW¼SW¼ Sec. 26 ✓ All Sec. 27 ✓ All Sec. 28 ✓ E½, E½NW¼, SW¼ Sec. 34 ✓ E½ Sec. 35 ✓ All
NON-PRODUCING ACREAGE:			
S-1794	W-96809	1.25 ORR	T 36 N, R 62 W Sec. 17 ✓ N½NE¼ Sec. 20 ✓ SE¼SW¼, SW¼SE¼
S-1797	W-97938	1.25 ORR	T 37 N, R 62 W Sec. 3 ✓ Lots 1, SW¼SE¼ Sec. 23 ✓ N½SW¼, SE¼SW¼ Sec. 35: SE¼SE¼
S-1828	W-92245	1.25 ORR	T 39 N, R 61 W Sec. 5 ✓ W½E½
PARK COUNTY, WYOMING PRODUCING ACREAGE:			
S-1489	McKinley, et al.	6.25 WI 5.25 NRI	T 56 N, R 100 W Sec. 13: SW¼, W½SE¼
S-1490	Swift 4-13	6.25 WI 5.25 NRI	T 56 N, R 100 W Sec. 13: N½

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Prenalta Lease No.	Lease Name or Lessor No.	Leasehold Interest	Land Description
PARK COUNTY, WYOMING			
NON-PRODUCING ACREAGE:			
S-1456	72-792	2.5 ORR	T 53 N, R 100 W Pt. res. Tract 48 (originally Sec. 19: Lots 3, 4) and T 53 N, R 101 W Pt. res. Tract 44 (originally Sec. 24: N½SE¼, SE¼SE¼)
S-1686	W-82211	1.25 ORR	T 55 N, R 102 W Sec. 7: S½NE¼, E½NW¼ Sec. 18: Lots 5,6,7,8, E½SW¼ Sec. 19: Lots 5,6,7,8, E½NE¼, E½W½, NE¼SE¼ Sec. 20: SW¼ Sec. 27: NW¼NE¼, N½NW¼ Sec. 28: SW¼SE¼ Sec. 29: E½NW¼ Sec. 30: NW¼NE¼, E½SE¼ Sec. 32: W½NE¼, NW¼ Sec. 33: NE¼, NE¼NW¼, NE¼SW¼ Sec. 34: S½SE¼
S-1795	W-97217	1.25 ORR	T 56 N, R 100 W Sec. 35: Lots 1,2,3,4
SHERIDAN COUNTY, WYOMING			
NON-PRODUCING ACREAGE:			
S-1674	W-80612	1.25 ORR	T 56 N, R 77 W Sec. 9: Lot 1 Sec. 11: Lots 1, 2, NE¼, E½SW¼, SW¼SW¼, N½SE¼, SW¼SE¼ Sec. 19: Lot 5
S-1771	W-91447	1.25 ORR	T 56 N, R 78 W Sec. 2: NE¼SE¼ Sec. 3: Lot 5
SUBLETTE COUNTY, WYOMING			
NON-PRODUCING ACREAGE:			
S-1467	W-63191	2.50 ORR	T 33 N, R 113 W Sec. 17: W½NE¼, W½SE¼ Sec. 20: N½, SW¼, N½SE¼ Sec. 21: N½, NW¼SW¼
S-1710	W-84476	1.25 ORR	T 31 N, R 113 W Sec. 25: E½NE¼, NW¼NE¼
SWEETWATER COUNTY, WYOMING			
PRODUCING ACREAGE:			
S-421	W-0322025	12.50 WI 10.5625 NRI	T 20 N, R 101 W Sec. 30: Lots 1, 2, E½NW¼ Down to a depth of 1622'

Prenalta Lease No.	Lease Name or Lessor No.	Leasehold Interest	Land Description
SWEETWATER COUNTY, WYOMING PRODUCING ACREAGE (cont'd)			
S-462	USA W-0288237	8.750 WI 7.34375 NRI	T 21 N, R 98 W Sec. 12: SE¼
S-660	State 64-10629	10.9375 WI 9.1875 NRI	T 20 N, R 101 W Sec. 16: All Sec. 36: N½
S-732 S-732.1	W-16704	12.50 WI 9.8125 NRI	T 20 N, R 102 W Sec. 24: All
		1.5625 WI	Sec. 2: Lots 1-4, S½ Sec. 12: SE¼NE¼, W½NE¼, W½ SE¼
		6.25 WI	Sec. 14: All
S-885	W-0320711	10.000 WI	T 21 N, R 98 W Sec. 2: All Sec. 12: NW¼
S-908	W-30397	5.3409 WI 4.4062 NRI	T 24 N, R 97 W Sec. 14: All Sec. 15: All Sec. 21: Lots 1,2,3,4, S½N½, S½ Sec. 22: All
NON-PRODUCING ACREAGE:			
S-1486	W-64578	2.50 ORR	T 20 N, R 101 W Sec. 24: E½, NW¼
S-1701	83-00119	1.25 ORR	T 14 N, R 107 W Sec. 36: All
S-1774	W-92659	1.25 ORR	T 18 N, R 102 W Sec. 2: S½ T 19 N, R 102 W Sec. 34: NW¼
S-1780	W-93343	1.25 ORR	T 24 N, R 90 W Sec. 9: All
S-1784	W-95080	1.25 ORR	T 18 N, R 103 W Sec. 24: All
SWEETWATER COUNTY, WYOMING (cont'd) NON-PRODUCING ACREAGE:			
S-1812	W-98342	1.25 ORR	T 15 N, R 103 W Sec. 16: N½N½
S-1813	W-98348	1.25 ORR	T 26 N, R 104 W Sec. 3: Lots 1, 2, 3, 4, S½N½, S½ Sec. 4: Lots 1, 2, 3, 4, S½N½, S½ Sec. 5: Lots 1, 2, 3, 4, S½N½, S½ Sec. 6: Lots 1, 2, 3, 4, 5, 6, 7, S½NE¼, SE¼NW¼, E½SW¼, E½SW¼, SE¼

Prenalta Lease No.	Lease Name or Lessor No.	Leasehold Interest	Land Description
SWEETWATER COUNTY, WYOMING (cont'd)			
NON-PRODUCING ACREAGE (cont'd)			
S-1817	Champlin Fee Lands	1.875 ORR	T 21 N, R 98 W Sec. 11: All
S-1835	W-100208	1.25 ORR	T 24 N, R 99 W Sec. 1: Lots 5, 6, 7, 8, S½N½, S½ Sec. 2: Lots 5, 6, 7, 8, S½N½, S½ Sec. 3: Lots 5, 6, 7, 8, S½N½, S½ Sec. 4: Lots 5, 6, 7, 8, S½N½, S½ Sec. 16: Lots 1, 2, 3, 4, 5, 6, 7
S-1901	Champlin Fee Lands	1.875 ORR	T 21 N, R 98 W Sec. 1: All
S-1902	Champlin Fee Lands	1.875 ORR	T 21 N, R 97 W Sec. 7: Lots 1, 2, 3, 4, E½W½, E½
S-1903	Champlin Fee Lands	1.875 ORR	T 21 N, R 98 W Sec. 3: Lots 1, 2, 3, 4, S½N½, S½
WESTON COUNTY, WYOMING PRODUCING ACREAGE:			
S-923.1	Cities Svc. Fed.H-1	1.1923 NRI	T 43 N, R 68 W Sec. 7: Lots 1-4 E½NE¼, E½W½ Sec.17: NW¼ Sec.18: Lots 1-4, SE¼SW¼ Sec.19: Lots 1 and 2
and			
S-923.2	Cities Svc. Fed.J-1	1.8448 ORR	T 43 N, R 68 W Sec. 7: Lots 1-4 E½NE¼, E½W½ Sec.17: NW¼ Sec.18: Lots 1-4, SE¼SW¼ Sec.19: Lots 1 and 2
WESTON COUNTY, WYOMING PRODUCING ACREAGE:			
S-1532 and S-1532.1	Pren. 21-16-41-60 Pren. 11-16-41-60	3.75 WI 3.09375 NRI	T 41 N, R 60 W Sec. 16: N½, SE¼
S-1569	Plum Canyon Field	3.75 WI 3.15391 NRI	T 41 N, R 60 W Sec. 9: E½NW¼, SW¼, W½SE¼
S-1704	Pren. 44-8-41-60	1.875 WI 1.56563 NRI	T 41 N, R 60 W Sec. 8: SE¼ Sec. 17: NE¼NE¼

Prenalta Lease No.	Lease Name or Lessor No.	Leasehold Interest	Land Description
WESTON COUNTY, WYOMING (cont'd)			
NON-PRODUCING ACREAGE:			
S-1460	W-62523	2.50 ORR	T 44 N, R 65 W Sec. 22: SW¼SW¼ Sec. 27: NW¼, N½SW¼
S-1772	W-91318	1.25 ORR	T 46 N, R 67 W Sec. 12: N½, E½SE¼ Sec. 13: SW¼SW¼ T 47 N, R 67 W Sec. 27: NE¼NW¼
S-1779	W-93095	1.25 ORR	T 42 N, R 60 W Sec. 18: Lots 3, 4, E½SW¼ (Less 108.80 acres in reservoir R/W B022164), SE¼ Sec. 19: Lots 1, 2, E½NW¼ (Less 12.00 acres in reservoir R/W B022164), NE¼ T 42 N, R 61 W Sec. 13: W½W½ Sec. 14: All Sec. 22: W½NE¼, E½NW¼ Sec. 23: All Sec. 24: E½NE¼, W½W½
S-1814	USA W-98913	1.25 ORR	T 45 N, R 62 W Sec. 18: W½NE¼, SE¼ Sec. 19: Lots 1, 2, E½NW¼

STATE OF WYOMING }
Campbell County } ss.

Filed for record this 30th day of January A.D. 1991 at 2:00 o'clock P. M and recorded in Book 1133 of Photos on page 48-62 Fees $ 43.75

644432

RECORDED ✓
ABSTRACTED ✓
INDEXED ✓
CHECKED ✓

Susan E. Addison
County Clerk and Ex-Officio Register of Deeds

By Deputy Diane Hockett

Fremont County Wyo. No. 1125063
Recorded
APR 11 1991 Book 435 Page 236
1:00 o'clock PM Alma Nicol
County Clerk

285429
MF Recorded
Indexed
Abstracted

State of Wyoming }
County of Park } SS
This instrument was filed for record
on this 30 day of May
1991 at 9:00 o'clock A m. and
duly recorded in Microfilm book 193
records on page 67
MARIE FONTAINE, Register of Deeds
By Doreen Upton, Deputy
No. 285429

Doc 272971 bk MF15 pg 0691 Filed at 09:00 on 05/30/91
Ellen Cowan Whipps, Big Horn County Clerk
By PATRICIA A. GOOD Deputy

Schwartz Bon McCrary & Walker
505 Con-Roy Bldg
141 South Center St
Casper WY 82601

MF015 PAGE 0691

Doc 772972 bk MF15 pg 0692 Filed at 09:03 on 03/13/91 743 Book 1133 of Photos, Page 63
Ellen Cowan Whipps, Big Horn County Clerk
By PATRICIA A. GOOD Deputy

644433
BOOK 193 PAGE 82

RECORDED Jan 22 19 91 AT 3:48 O'CLOCK PM
INSTRUMENT NO. 486972
NATRONA COUNTY CLERK
MARY ANN COLLINS CASPER, WYOMING

BOOK 253 PAGE 999 477

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

IN THE DISTRICT COURT

SEVENTH JUDICIAL DISTRICT

Probate No. 15,662

RECORDED JUNE 17, 1991 BK 342 PG 1 NO 84337 RONALD L. DAILEY, COUNTY CLERK

IN THE MATTER OF THE ESTATE)
)
OF)
)
MARION LEE HICKOK,)
)
Deceased.)

CERTIFIED COPY

FILED
JAN 22 1991
SUE PATE
Clerk of District Court
Wanda Davis
DEPUTY

233357

ORDER APPROVING FINAL REPORT AND ACCOUNTING,
AND
DECREE OF DISTRIBUTION

RECORDED June 24 1991 3:16 P M
IN BOOK 58 Misc PAGE 743
FEES 32.00 Hy L Lenhart COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Nancy Daly

RECORDED March 22, 19 9AT 9:00A
IN BOOK 999 OF MISC PAGE 477
751706
NO.
DOROTHY L TAYLOR
COUNTY CLERK

The above-captioned matter coming on for hearing before the Court on the Final Report, Accounting and Petition for Distribution of Frederick R. Hickok, Personal Representative of the above-captioned estate, and the Court having examined said Final Report, Accounting and Petition for Distribution and having examined the Waiver and Consent to Approval of Final Report, as duly executed by William C. Hickok and presented to the Court at this time, 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. The Court specifically finds that each and all of the statements made in said Final Report 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 law and 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 an 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 Decree should be entered

STATE OF WYOMING } ss 096481
COUNTY OF JOHNSON }
This instrument was filed for record on Apr-24 19 91
at 2:10 P.M. and was duly recorded in Book 6431
474-477 Fee $ 22.25
Register of Deeds
#015 92

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, 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 William T. Schwartz, the attorney for the estate, has rendered all the services normally required in an estate of this kind and size; and he is hereby allowed the sum of $12,258.00 for ordinary services rendered and to be rendered for this estate, including the closing of this estate, together with his costs incurred to date in the amount of $492.40.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Last Will and Testament of the decedent, all remaining assets of the estate now in the hands of the Personal Representative as set forth on Exhibit A attached hereto, after payment of Personal Representative's and attorney's fees and expenses, and subject to the following provisions of this Decree, be, and the same hereby are distributed as follows:

TO: Frederick R. Hickok Room 1, Professional Building Tarrytown, NY 10591	Son	One-half
William C. Hickok Room 1, Professional Building Tarrytown, NY 10591	Son	One-half

Said devisees formed a partnership known as Hickok Partners on April 1, 1990, to receive all interests set over to them herein, to be administered in accordance with the Partnership Agreement. Attached as an exhibit to the Final Account herein and thus all interests of Frederick R. Hickok and William C. Hickok are hereby set over to:

Hickok Partners
c/o Frederick R. Hickok
Managing Partner
Room 1 Professional Building
Tarrytown, NY 10591

in accordance with the wishes of said devisees.

Further, all interests of Marion Lee Hickok, deceased, in any assets not herein described and which may hereafter be discovered are hereby set over to said Hickok Partners, the partnership comprised of Frederick R. Hickok and William C. Hickok, as described aforesaid.

In making such distribution, the Personal Representative shall execute and deliver such legal instruments as shall be necessary or appropriate to effectuate such distribution.

DATED this 22 day of January, 1991.

STATE OF WYOMING, COUNTY OF NATRONA SS CERTIFICATE

I do hereby certify that the within and foregoing is a full true and correct copy of the original document which is on file or of record in my office.
Witness my hand and the SEAL of said court this 22nd day of January, 1991.

BUD PATE, Clerk of the District Court, 7th Judicial District, Inland for Natrona County, Wyoming.

By Wanda Lewis
Deputy

THE DISTRICT COURT OF WYOMING NATRONA COUNTY

BY THE COURT:

HARRY E. LEIMBACK

JUDGE.

186972

[redacted]

[redacted] 4 Book 1133 of Photos, Page 66

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BOOK 999 PAGE 480

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ESTATE OF MARION HICKOK, DECEASED

Prenalta Lease No.	Lease Name or Lessor No.	Leasehold Interest	Land Description
BIG HORN COUNTY, WYOMING:			
PRODUCING ACREAGE:			
S-1506	W-51975	0.22774% WI	T 49 N, R 93 W Sec.18: Lots 1,2, NW¼NE¼, S½NE¼, E½NW¼
CAMPBELL COUNTY, WYOMING:			
PRODUCING ACREAGE:			
S-387	Larrechea, Marcelino	4.12594% WI	T 54 N, R 70 W Sec.33: E½SW¼, SW¼SE¼
S-404	USA W-047022	7.73614% WI	T 54 N, R 70 W Sec.6: SE¼NW¼
S-458.2	Pren. 43-28-51-70	1.718975% WI	T 51 N, R 70 W Sec. 28: NE¼SE¼
S-613	Springen Ranch Unit	.06113 NRI	T51N, R 71 W Sec. 33: S½SW¼
S-862	W-22835	2.75063% WI	T 53 N, R 70 W Sec.4: Lot 2, S½NE¼
S-1000	USA W-037978-C	3.48972% WI	T 51 N, R 70 W Sec.35: E½SW¼
S-1136	Moran 13-13-49-70 P&A - Ls. expired	2.57871% WI	T 49 N, R 70 W Sec. 13: SE¼ Sec. 14: SE¼NE¼, NE¼SE¼
S-1411	Pren. 34-2	5.15742% WI	T 50 N, R 70 W Sec. 2: SE¼SW¼, SE¼
S-1451	Pren. 42-13	5.15742% WI	T 50 N, R 69 W Sec. 13: NE¼, N½SE¼
S-1483	Pickrel, Nora	0.61889% WI	T 49 N, R 71 W Sec. 3: S½SE¼, NW¼SE¼ Sec. 10:N½, N½S½
S-1529	W-63210	0.25787% WI	T 53 N, R 69 W Sec. 32: SE¼ Down to depth of 7725'
* S-1698	Spring Hole Field	5.157426% WI	T 53 N, R 69 W Sec. 9: Lots 2 & 3 Down to 7375'
* S-1540	Larrechea Estate	5.157426% WI	T 53 N, R 69 W Sec. 9: N½NW¼, NW¼NE¼, S½NE¼
	Errecart, Maria	5.157426% WI	T 53 N, R 69 W Sec. 9: NE¼NW¼

EXHIBIT A

[redacted] 0695

746

Prenalta Lease No.	Lease Name or Lessor No.	Leasehold Interest	Land Description
CAMPBELL COUNTY, WYOMING (cont'd)			
PRODUCING ACREAGE (cont'd):			
* S-1540 (cont'd)			
	Errecart, Maria	5.157426% WI	T 53 N, R 69 W Sec. 9: SW¼NE¼, NW¼NE¼, NW¼NW¼
	Shippy, David et al	5.157426% WI	T 53 N, R 69 W Sec. 9: N½NW¼, NW¼NE¼, S½NE¼
	Larrechea Estate	5.157426% WI	T 53 N, R 69 W Sec. 9: N½NW¼, NW¼NE¼, S½NE¼
	Errecart, Jeannette	5.157426% WI	T 53 N, R 69 W Sec. 9: NE¼NW¼
	Errecart, Jeannette	5.157426% WI	T 53 N, R 69 W Sec. 9: SW¼NE¼, NW¼NE¼, NW¼NW¼
	Moore, Jeanette	5.157426% WI	T 53 N, R 69 W Sec. 9: NE¼NW¼
* S-1705	W-105656	5.157426% WI	T 53 N, R 69 W Sec. 4: Lots 13,14,15, 16, 17 Sec. 9: Lot 5
* Above committed to SPRING HOLE UNIT - S-1790			
S-1578	W-75674	5.15742% WI	T 54 N, R 69 W Sec. 32: S½NE¼, SE¼NW¼, E½SW¼, SE¼

S-1700:		Net Unit Revenue Interest	
Tract I	NW Timber Creek Unit	.003862	T 49 N, R 71 W Sec. 13: N½NE¼
Tract II	NW Timber Creek Unit	.059571	T 49 N, R 71 W Sec. 12: S½NE¼
Tract III	NW Timber Creek Unit	.257855	T 49 N, R 71 W Sec. 1: SW¼, W½SE¼ Sec. 12: NW¼NE¼
Tract IV	NW Timber Creek Unit	.000571	T 49 N, R 71 W Sec. 2: SE¼SE¼
Tract V	NW Timber Creek Unit	.056996	T 49 N, R 71 W Sec. 11: E½NE¼
Tract VI	NW Timber Creek Unit	.004679	T 49 N, R 71 W Sec. 11: E½SE¼
Tract VII	NW Timber Creek Unit	1.154661	T 49 N, R 71 W Sec. 12: W½ Sec. 13: NE¼NW¼
Tract VIII	NW Timber Creek Unit	.378415	T 49 N, R 71 W Sec. 12: NE¼SE¼

Prenalta Lease No.	Lease Name or Lessor No.	Leasehold Interest	Land Description
CAMPBELL COUNTY, WYOMING (cont'd) PRODUCING ACREAGE (cont'd):			
S-1719	W-84161	1.28936% WI	T 55 N, R 70 W Sec. 33: SW¼SW¼
S-1766	W-54014	1.28936% WI	T 51 N, R 70 W Sec. 27: NW¼SW¼
	From the base of the earth down to the base of the Cretaceous which is located approximately 6800' subsurface or the stratigraphic equivalent thereof.		Sec. 27: NW¼SW¼
	From the base of the Cretaceous down to the stratigraphic equivalent of 8,689' as encountered in the Prenalta 13-27 Govt well located in the NW¼SW¼ Sec. 27, T51N, R70W.		Sec. 27: SW¼SW¼
	Limited to the zones and interval from the surface of the earth down to the stratigraphic equivalent of 8,689' as measured in the Prenalta #13-27 Govt well located 1,804 North of the South section line and 551' East of the West section line in the NW¼SW¼ Sec. 27, T51N, R70W		
S-2017	Bishop Ranch Unit	1.11529 NRI	T 48 N, R 70 W Sec. 23: N½SW¼ Sec. 26: N½NW¼

Prenalta Lease No.	Lease Name or Lessor No.	Leasehold Interest	Land Description
CONVERSE COUNTY, WYOMING			
PRODUCING ACREAGE:			
S-1775	Powell Fed C-2 Dakota	.16116% WI	T 40 N, R 74 W
	Powell Fed C-2 KF Unit	.13537 NRI	Sec. 20: SW¼NE¼
S-1822	Powell Fed E-1 (KF)	.25370% WI	T 40 N, R 74 W Sec. 29: SE¼NE¼, NW¼NE¼, N½NW¼, SE¼NW¼, SE¼ Sec. 30: S½SE¼

Save and except the following described formation insofar only as it underlies Section 30, Township 40 North, Range 74 West. The Frontier Formation located between the depth of 50 feet above the stratigraphic equivalent of 12,429 feet Kelly bushing and the depth of 50 feet below the stratigraphic equivalent of 12,626' Kelly bushing as encountered in the Anadarko North Fox Federal 1-A well located in the SE¼NW¼ Section 31, T. 40 N., R. 74 W.

CROOK COUNTY, WYOMING			
PRODUCING ACREAGE:			
S-1433	Eitel, Vernon, et al.	2.57871% WI	T 51 N, R 67 W Sec. 19: Lots 2, 3
S-1437	Schuricht/Twiford	2.57871% WI	T 51 N, R 67 W Sec. 18: SW¼SE¼ Sec. 19: E½NW¼, W½NE¼, NE¼SW¼, NW¼SE¼
S-1522	Hahn, Juel B.	1.03148% WI	T 53 N, R 68 W Sec. 21: SE¼SE¼
		2.578713% WI	T 53 N, R 68 W Sec. 28: E½NE¼
S-1515	Hahn, Juel B.	2.57871% WI	T 53 N, R 68 W Sec. 22: S½SW¼, SW¼SE¼
S-1515.4		1.03148% WI	T 53 N, R 68 W Sec. 27: NW¼, W½NE¼
S-1528	Pren.23-27	2.57871% WI	T 53 N, R 68 W Sec. 27: E½SW¼ W½SE¼
S-1762	W-89149	2.57871% WI	T 53 N, R 68 W Sec. 23: NW¼SE¼ (Lot 7)
FREMONT COUNTY, WYOMING			
PRODUCING ACREAGE:			
S-1425	W-55725	6.96252% WI	T 33 N, R 95 W Sec. 27: SE¼SW¼ Sec. 34: NE¼, E½NW¼
S-1432	Pren.34-27 (Lakota)	5.15742% WI	T 33 N, R 95 W Sec. 27: SW¼NE¼, E½NW¼, NE¼SW¼, SE¼

Prenalta Lease No.	Lease Name or Lessor No.	Leasehold Interest	Land Description
NIOBRARA COUNTY, WYOMING PRODUCING ACREAGE:			
S-1450	Pren. 33-31	3.09446% WI	T 39 N, R 61 W Sec. 30: E½SW¼ Sec. 31: Lots 1 and 2, W½NE¼, E½SW¼, SW¼SE¼, NW¼SE¼ Sec. 32: W½W½
PARK COUNTY, WYOMING PRODUCING ACREAGE:			
S-1489	McKinley, et al.	0.51574% WI	T 56 N, R 100 W Sec. 13: SW¼, W½SE¼
S-1490	Swift 4-13	0.51574% WI	T 56 N, R 100 W Sec. 13: N½
SWEETWATER COUNTY, WYOMING PRODUCING ACREAGE:			
S-421	W-0322025	10.31485% WI	T 20 N, R 101 W Sec. 30: Lots 1, 2, E½NW¼ Down to a depth of 1622'
S-462	USA W-0288237	7.2204% WI	T 21 N, R 98 W Sec. 12: SE¼
S-660	State 64-10629	9.0255% WI	T 20 N, R 101 W Sec. 16: All Sec. 36: N½
S-732 S-732.1	W-16704	10.31485% WI 5.15742% WI	T 20 N, R 102 W Sec. 24: All
		1.289357% WI	Sec. 2: Lots 1-4, S½ Sec. 12: SE¼NE¼, W½NE¼, W½, SE¼
		5.157426% WI	Sec. 14: All
S-885	W-0320711	8.25188% WI	T 21 N, R 98 W Sec. 2: All Sec. 12: NW¼
S-908	W-30397	0.44072% WI	T 24 N, R 97 W Sec. 14: All Sec. 15: All Sec. 21: Lots 1,2,3,4, S½N½, S½ Sec. 22: All

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Prenalta Lease No.	Lease Name or Lessor No.	Leasehold Interest	Land Description
WESTON COUNTY, WYOMING PRODUCING ACREAGE:			
S-923.1	Cities Svc. Fed.H-1	0.98387 NRI	T 43 N, R 68 W Sec. 7: Lots 1-4 E½NE¼, E½W½ Sec.17: NW¼ Sec.18: Lots 1-4, SE¼SW¼ Sec.19: Lots 1 and 2
and S-923.2	Cities Svc. Fed.J-1	1.52231 NRI	T 43 N, R 68 W Sec. 7: Lots 1-4 E½NE¼, E½W½ Sec.17: NW¼ Sec.18: Lots 1-4, SE¼SW¼ Sec.19: Lots 1 and 2
S-1532 and S-1532.1	Pren. 21-16-41-60 Pren. 11-16-41-60	3.09446% WI	T 41 N, R 60 W Sec. 16: N½, SE¼
S-1569	Plum Canyon Field	3.09446% WI	T 41 N, R 60 W Sec. 9: E½NW¼, SW¼, W½SE¼
S-1704	Pren. 44-8-41-60	1.54723% WI	T 41 N, R 60 W Sec. 8: SE¼ Sec. 17: NE¼NE¼

Prenalta Lease No.	Lease Name or Lessor No.	Leasehold Interest	Land Description
CAMPBELL COUNTY, WYOMING NON-PRODUCING ACREAGE:			
S-458	W-15548-A	1.719098% WI	T 51 N, R 70 W Sec. 28: SE¼SE¼
S-1411	Pren. 34-2	5.157426% WI	T 50 N, R 70 W Sec. 2: SE¼SW¼, SE¼
S-1673	W-80530	1.031486% WI	T 52 N, R 71 W Sec. 18: Lot 2, SE¼NW¼, S½SE¼
S-1685	S-81872	1.031486% WI	T 49 N, R 70 W Sec. 3: S½SW¼ Sec. 5: SE¼NE¼ Sec. 15: NW¼ Sec. 22: E½W½ Sec. 30: SE¼SE¼
S-1728	W-82884-A	2.578713% WI	T 52 N, R 74 W Sec. 1: Lots 3, 4, S½NW¼, SW¼ Sec. 2: SE¼ Sec. 3: Lots 1, 2, S½NE¼, N½SE¼, SW¼SE¼
S-1744	W-67671	5.157426% WI	T 53 N, R 69 W Sec. 14: SW¼ Sec. 15: W½NE¼, S½NW¼, S½ Sec. 22: NE¼NE¼, S½NE¼, SE¼ Sec. 23: W½
S-1747	W-67671	2.578713% WI	T 53 N, R 69 W Sec. 14: SW¼ Sec. 15: W½NE¼, S½NW¼, S½ Sec. 22: NE¼NE¼, S½NE¼, SE¼ Sec. 23: W½
S-1748	W-92892	.858691% WI	T 53 N, R 69 W Sec. 4: W½SE¼ Sec. 8: NE¼NE¼, S½N½, SW¼, S½SE¼ Sec. 17: N½, N½SW¼, SW¼SE¼
S-1789	USA W-78083	.967018% WI	T 51 N, R 70 W Sec. 17: S½NW¼
S-1815	USA W-98988	1.031486% WI	T 53 N, R 70 W Sec. 1: Lot 1 Sec. 8: SW¼NW¼, W½SW¼
S-1833	W-88007	.214884% WI	T 51 N, R 70 W Sec. 10: NE¼SE¼
S-1834	W-93968	.805384% WI	T 51 N, R 70 W Sec. 10: NW¼NW¼
S-1837	W-96908	2.578713% WI	T 52 N, R 74 W Sec. 2: Lots 1, 2, S½NE¼, SW¼ Sec. 3: Lots 3, 4, S½NW¼ Sec. 11: W½, SE¼

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BOOK 999 PAGE 487

Prenalta Lease No.	Lease Name or Lessor No.	Leasehold Interest	Land Description
CONVERSE COUNTY, WYOMING NON-PRODUCING ACREAGE:			
S-1816	USA W-99027	1.031486% WI	T 33 N, R 74 W Sec. 2: SE¼NW¼,N½SW¼ (Less 6.20 acres, more or less in Railroad R/W C-042128)
S-1823	W-92979	.4058585% WI	T 40 N, R 74 W Sec. 29: SW¼NW¼ Sec. 30: NE¼,N½SE¼,E½SW¼ Sec. 31: E½W½ Save and except the following described formation insofar only as it underlies Section 30 and 31, T. 40 N., R. 74 W. the Frontier Formation location between the depths of 50 feet above the stratigraphic equivalent of 12,429 feet Kelly bushing and the depth of 50 feet below the stratigraphic equivalent of 12,626 feet Kelly bushing as encountered in the Anadarko North Fox Federal 1-A well in the SE¼NW¼ of Section 31, T40 N, R 74 W.
S-1824	W-27386	.405858% WI	T 40 N, R 74 W Sec. 30: Lots 1, 2, E½NW¼ Save and except the following described formation: The Frontier Formation located between the depth of 50 feet above the stratigraphic equivalent of 12,429' KB and the depth of 50 feet below the stratigraphic equivalent of 12,626 feet KB as encountered in the Anadarko North Fox Federal 1-A well located in the SE¼NW¼ Sec. 31, T 40 N, R 74 W.
S-1825	W-0313924	.304394% WI	T 40 N, R 74 W Sec. 30: Lots 3,4 Sec. 31: Lots 1,2,3,4 Save and except for the following described formation: The Frontier Formation located between the depth of 50 feet above the stratigraphic equivalent of 12,429 feet Kelly bushing and the depth of 50 feet below the stratigraphic equivalent of 12,626 feet Kelly bushing as encountered in the Anadarko North Fox Federal 1-A well located in the SE¼NW¼ Sec. 31, T 40 N, R 74 W.
S-1826	W-87868	.405853% WI	T 40 N, R 74 W Sec. 31: E½ Save and except the Frontier Formation located between the depths of 50 feet above the stratigraphic equivalent of 12,429 feet Kelly bushing and the depth of 50 feet below the stratigraphic equivalent of 12,626 feet Kelly bushing as encountered in the Anadarko North Fox Federal 1-A well located in the SE¼NW¼ Sec. 31, T 40 N, R 74 W.
S-1827	W-0312620	.304393% WI	T 40 N, R 74 W Sec. 32: N½

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Prenalta Lease No.	Lease Name or Lessor No.	Leasehold Interest	Land Description
NIOBRARA COUNTY, WYOMING			
NON-PRODUCING ACREAGE:			
S-1778	W-93107	1.031486% ORR	T 38 N, R 61 W Sec. 1: S½ Sec. 2: S½N½, N½S½, SW¼SW¼, SE¼SE¼ Sec. 11: NE¼, N½SE¼ Sec. 12: All Sec. 13: E½, E½W½ Sec. 22: E½ Sec. 23: All Sec. 24: N½, N½SW¼, SE¼SW¼, SE¼ Sec. 25: E½, E½W½, SW¼SW¼ Sec. 26: All Sec. 27: All Sec. 28: E½, E½NW¼, SW¼ Sec. 34: E½ Sec. 35: All
S-1794	W-96809	1.031486% ORR	T 36 N, R 62 W Sec. 17: N½NE¼ Sec. 20: SE¼SW¼, SW¼SE¼
S-1797	W-97938	1.031486% ORR	T 37 N, R 62 W Sec. 3: Lots 1, SW¼SE¼ Sec. 23: N½SW¼, SE¼SW¼ Sec. 35: SE¼SE¼
S-1828	W-92245	1.031486% ORR	T 39 N, R 61 W Sec. 5: W½E½
PARK COUNTY, WYOMING			
NON-PRODUCING ACREAGE:			
S-1686	W-82211	1.031486% ORR	T 55 N, R 102 W Sec. 7: S½NE¼, E½NW¼ Sec. 18: Lots 5,6,7,8, E½SW¼ Sec. 19: Lots 5,6,7,8, E½NE¼, E½W½, NE¼SE¼ Sec. 20: SW¼ Sec. 27: NW¼NE¼, N½NW¼ Sec. 28: SW¼SE¼ Sec. 29: E½NW¼ Sec. 30: NW¼NE¼, E½SE¼ Sec. 32: W½NE¼, NW¼ Sec. 33: NE¼, NE¼NW¼, NE¼SW¼ Sec. 34: S½SE¼
S-1795	W-97217	1.031486% ORR	T 56 N, R 100 W Sec. 35: Lots 1,2,3,4

M015 PAGE 0703

Prenalta Lease No.	Lease Name or Lessor No.	Leasehold Interest	Land Description
SHERIDAN COUNTY, WYOMING			
NON-PRODUCING ACREAGE:			
S-1674	W-80612	1.031486% ORR	T 56 N, R 77 W Sec. 9: Lot 1 Sec. 11: Lots 1, 2, NE¼, E½SW¼, SW¼SW¼, N½SE¼, SW¼SE¼ Sec. 19: Lot 5
S-1771	W-91447	1.031486% ORR	T 56 N, R 78 W Sec. 2: NE¼SE¼ Sec. 3: Lot 5
SUBLETTE COUNTY, WYOMING			
NON-PRODUCING ACREAGE:			
S-1710	W-84476	1.031486% ORR	T 31 N, R 113 W Sec. 25: E½NE¼, NW¼NE¼
SWEETWATER COUNTY, WYOMING			
NON-PRODUCING ACREAGE:			
S-1774	W-92659	1.031486% ORR	T 18 N, R 102 W Sec. 2: S½ T 19 N, R 102 W Sec. 34: NW¼
S-1780	W-93343	1.031486% ORR	T 24 N, R 90 W Sec. 9: All
S-1784	W-95080	1.031486% ORR	T 18 N, R 103 W Sec. 24: All
S-1812	W-98342	1.031486% ORR	T 15 N, R 103 W Sec. 16: N½N½
S-1813	W-98348	1.031486% ORR	T 26 N, R 104 W Sec. 3: Lots 1, 2, 3, 4, S½N½, S½ Sec. 4: Lots 1, 2, 3, 4, S½N½, S½ Sec. 5: Lots 1, 2, 3, 4, S½N½, S½ Sec. 6: Lots 1, 2, 3, 4, 5, 6, 7, S½NE¼, SE¼NW¼, E½SW¼, E½SW¼, SE¼
S-1835	W-100208	1.031486% ORR	T 24 N, R 99 W Sec. 1: Lots 5, 6, 7, 8, S½N½, S½ Sec. 2: Lots 5, 6, 7, 8, S½N½, S½ Sec. 3: Lots 5, 6, 7, 8, S½N½, S½ Sec. 4: Lots 5, 6, 7, 8, S½N½, S½ Sec. 16: Lots 1, 2, 3, 4, 5, 6, 7

[redacted] [redacted] [redacted]

BOOK 1[redacted] PAGE 95

BOOK 999 PAGE 490

[redacted]

Book 1133 of Phot[redacted]e 76

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EXHIBIT "A"

Prenalta Lease No.	Lease Name or Lessor No.	Leasehold Interest	Land Description
CROOK COUNTY, WYOMING NON-PRODUCING ACREAGE:			
S-1798	W-97963	1.031486% WI	T 58 N, R 66 W Sec. 28: SW¼ Sec. 29: W½SE¼, SW¼SE¼
FREMONT COUNTY, WYOMING NON-PRODUCING ACREAGE:			
S-1781	W-93372	1.031486% ORR	T 29 N, R 92 W Sec. 33: S½
S-1796	W-97142	1.031486% ORR	T 29 N, R 93 W Sec. 2: Lots 1,2,3,4, S½N½, S½ Sec. 3: Lots 1, 2, S½NE¼, SE¼ Sec. 5: SW¼ Sec. 6: Lots 4, 6, 7, SE¼NW¼, E½SW¼, SE¼ Sec. 7: Lots 1, 2, 3, 4, E½, E½W½ Sec. 8: W½, SE¼ Sec. 17: All Sec. 18: Lots 1, 2, 3, 4, E½, E½W½ Sec. 19: Lots 1, 2, 3, 4, E½, E½W½ Sec. 20: All Sec. 26: SW¼ Sec. 27: SE¼ Sec. 28: All Sec. 34: NE¼ Sec. 35: NW¼
S-1818	W-99204	1.031486% ORR	T 29 N, R 92 W Sec. 34: SE¼ Sec. 35: S½
JOHNSON COUNTY, WYOMING NON-PRODUCING ACREAGE:			
S-1785	W-94922	1.031486% ORR	T 53 N, R 83 W Sec. 24: SE¼SW¼, SW¼SE¼ Sec. 25: SW¼NE¼
NATRONA COUNTY, WYOMING NON-PRODUCING ACREAGE:			
S-1821	W-99133	1.031486% ORR	T 35 N, R 84 W Sec. 18: N½NE¼, SE¼NE¼

186972

B015 PG 0705

756

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BOOK 999 PAGE 491

Prenalta Lease No.	Lease Name or Lessor No.	Leasehold Interest	Land Description
WESTON COUNTY, WYOMING NON-PRODUCING ACREAGE:			
S-1772	W-91318	1.031486% ORR	T 46 N, R 67 W Sec. 12: N½, E½SE¼ Sec. 13: SW¼SW¼ T 47 N, R 67 W Sec. 27: NE¼NW¼
S-1779	W-93095	1.031486% ORR	T 42 N, R 60 W Sec. 18: Lots 3, 4, E½SW¼ (Less 108.80 acres in reservoir R/W B022164), SE¼ Sec. 19: Lots 1, 2, E½NW¼ (Less 12.00 acres in reservoir R/W B022164), NE¼ T 42 N, R 61 W Sec. 13: W½W½ Sec. 14: All Sec. 22: W½NE¼, E½NW¼ Sec. 23: All Sec. 24: E½NE¼, W½W½
S-1814	USA W-98913	1.031486% ORR	T 45 N, R 62 W Sec. 18: W½NE¼, SE¼ Sec. 19: Lots 1, 2, E½NW¼

STATE OF WYOMING }
Campbell County } ss

Filed for record this 30th day of January A.D. 19 91 at 2:02 o'clock P.M and recorded in Book 1133 of Photos on page 63-77 Fee $ 39.00

644433

Karen E. Addison
County Clerk and Ex-officio Register of Deeds

RECORDED ✓
ABSTRACTED ✓
INDEXED ✓
CHECKED ✓

By Deputy Marie Jackett

Fremont County Wyo. No. 1125064
Recorded
APR 11 1991 Book 435 Page 253
1:00 o'clock PM Alma Nicol
County Clerk

285480
MF Recorded
Indexed
Abstracted

State of Wyoming } SS
County of Park }
This instrument was filed for record
on this 30 day of May
19 91 at 9:15 o'clock A m. and
duly recorded in Microfilm book 193
records on page 82
MARIE FONTAINE, Register of Deeds
By Maree Upton, Deputy
No. 285480

Doc 370972 bk MF15 pg 0670 Filed at 09:03 on 03/07/91
Ellen Cowan Rhodes, Big Horn County Clerk
By PATRICIA A. GOOD Deputy

Schwartz, Bon, McCrary & Walker

RECEIPT OF DEPOSIT AND AGREEMENT FOR DEED

This agreement for sale of real estate, dated this 5th day of April 1991 by and between Ernest and Helen Atchison, hereinafter referred to as "SELLER", and Randy C. and Jeanette Lowseth, hereinafter referred to as 400 HUTTON, GREEN RIVER, WYOMING 82935 "BUYER".

SELLER agrees to sell to BUYER and BUYER hereby agrees to purchase from SELLER real property located in the County of Sublette, State of Wyoming described as follows, according to the plat record in the public records of Sublette County, Wyoming, and under the terms and conditions set forth.

Description W1/2 W1/2 NE1/4 SE1/4 Section of 29 Twshp 35N Range 113 6th P.M. Lot No 4(four), Sixth filing, Jim Bridger Estates Subdivision.

Time payments are subject to an intrest charge of 8 percent per annum on the unpaid principal balance only.

1.	Cash Price	$12,500.00
2.	Cash Down Payment	$ 2,500.00
3.	Unpaid Balance - amt. financed	$10,000.00
4.	Finance Charge	$ 2,000.00
5.	Total of Payment	$12,000.00
6.	Deferred Payment price	$14,500.00

233391

RECORDED June 25 1991 2:43 PM
IN BOOK 58 Misc. PAGE 758
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

1. This contract and the rights and interests hereunder are transferable by the buyer, subject to the right of first refusal to repurchase by seller, for an amount and upon terms equal to those received from a bona fide offer to buyer, seller shall have fifteen (15) days after receiving written notice

there of to exercise and right of refusal. If buyer is in default the agreement may not be assigned until brought to a current status.

2. Buyer will pay for recording cost of Warranty Deed.

3. Prior to the delivery of a Warranty Deed to buyer, the title to this property shall be retained by seller. Upon payment in full of the purchase price in the amount herein specified, the seller shall deliver a good and sufficient Warranty Deed conveying title to said property to buyer free and clear of all encumbrances.

4. Seller hereby grants to buyer the privilege of prepaying the whole of said contract at anytime without penalty.

5. Possession of this property shall be delivered to buyer upon the acceptance of this contract by seller and receipt of down payment provided for herein.

6. In the event of buyer failure to pay any installment when due, whether such failure be voluntary or involuntary seller shall be entitled to terminate this contract and retain the subject real property and any improvments thereon and all sums previously paid hereunder as liquidated damages.

7. Buyer shall be in default after a grace period of 45 days on any payment.

8. This is an agreement to purchase an unimproved plot. All utility costs to be borne by buyer in accordance with covenants as recorded in Instrument No. 82544 in the Official Records of Sublette County, Wyoming.

Buyer will pay Seller the total of payments in 4 annual payments of $2,500.00 each plus interest until paid in full, including final payment due April 3, 1995. See attached payment schedule.

Taxes are currently approximately $45.00 per year and are payable by the buyer during the terms of this contract.

Executed this 3rd day of April 1991.

Witness my hand and seal this 3rd day of Apr. 1991

SELLER

By Ernest Atchison

Helen Atchison

PAM MEICK NOTARY PUBLIC STATE OF COLORADO

Pam Meick

Notary Public

My Commission expires My Commission Expires July 9, 1994 120 N. 3rd St. Sterling, CO 80751

Executed this 3rd day of April 1991

SHIRLEY A. ELY NOTARY PUBLIC SWEETWATER COUNTY WYOMING

Buyer

by Randy Lumpkin

Sandra Lumpkin

Witness my hand and seal this 11th day of April 1991

Shirley A. Ely

Notary Public

My commission expires April 17, 1993

PAYMENT SCHEDULE

	$12,500
March 7, 1991 (with contract)	500
	$13,000

	PAYMENT	INTEREST	BALANCE
April 5, 1991	$3,000.00		$10,000.00
April 5, 1992	$3,300.00	$800.00	$ 7,500.00
April 5, 1993	$3,100.00	$600.00	$ 5,000.00
April 5, 1994	$2,900.00	$400.00	$ 2,500.00
April 5, 1995	$2,700.00	$200.00	

RATIFICATION AND AFFIRMATION OF AGREEMENT FOR DEED

WHEREAS, DANIEL M. HALPERN, a single man, and SAMUEL E. HALPERN, as Conservator of the Estate of EVAN A. HALPERN, a minor, as Sellers, and DAN E. FOX and MICHAEL A. SMITH, as Buyers did enter into a certain Agreement For Deed, concerning the sale and purchase of Tract Eighteen (18), Redstone Upper Green River Subdivision, Sublette County, Wyoming, dated 6/12/89; and,

WHEREAS, a Memorandum Of Agreement evidencing said Agreement For Deed was recorded at Book 55 of Miscellaneous, Page 545, in the office of the County Clerk, Sublette County, Wyoming; and,

WHEREAS, EVAN A. HALPERN, has now reached age nineteen (19) having been born on 10/4/71; and,

WHEREAS, EVAN A. HALPERN now desires to ratify and affirm the aforesaid Agreement For Deed;

NOW THEREFORE, IN CONSIDERATION OF THE PAYMENT OF THE SUM CALLED FOR UNDER THE AFORESAID AGREEMENT FOR DEED, EVAN A. HALPERN, a single man, does hereby ratify and affirm that certain Agreement For Deed described above and all of those actions taken on his behalf therein by SAMUEL E. HALPERN, as if said EVAN A. HALPERN had executed said Agreement For Deed after his nineteenth birthday.

DATED this 6-7-91 day of June, 1991.

EVAN A. HALPERN

STATE OF California)
) ss.
COUNTY OF San Diego)

The foregoing **Ratification And Affirmation Of Agreement For Deed** was acknowledged before me by EVAN A. HALPERN, this 17th day of June, 1991.

Witness my hand and official seal.

Janet Lee Penfield
NOTARY PUBLIC

My Commission Expires: June 13, 1994

OFFICIAL SEAL
JANET LEE PENFIELD
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires June 13, 1994

233395

RECORDED June 26 1991 10:30A M
IN BOOK 58 Misc PAGE 762
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

JUDY A. BABCOCK, being first duly sworn, states as follows:

1. Affiant is the surviving daughter of CHARLES W. ADNER, deceased; that affiant is also one of the surviving joint tenants of an estate held by joint tenants, CHARLES W. ADNER, FRANCES V. ADNER AND JUDY A. BABCOCK; therefore, affiant as has an interest in the real estate, which is the subject matter of this affidavit.

2. Affiant states that CHARLES W. ADNER died at Watertown, Jefferson County, State of New York, on the 16th day of 15 Sept, 1989; the facts of said death more fully appear from the certificate of death, duly certified by the Registrar-Recorder of JoAnn M. Wilder, attached hereto as Exhibit "A", and by this reference incorporated herein.

3. On the 13th day of February, 1991, the joint tenants, CHARLES W. ADNER, FRANCES V. ADNER AND JUDY A. BABCOCK, acquired as joint tenants, with rights of survivorship, certain real property by warranty deed, recorded in the office the County Clerk of Sublette County, Wyoming in Book 28 of Deeds, Page 702, which property is more particularly described as follows:

Lots 5,6,7 and 8, Block 3, Marbleton Townsite, Sublette County, Wyoming.

5. This affidavit is filed for the purpose of establishing the fact of the death of said CHARLES W. ADNER, who was one of the joint tenants and thus the owner with FRANCES V. ADNER AND JUDY A. BABCOCK, of an estate in the above described property, and to make an official record of the termination of interests of decedent, CHARLES W. ADNER, in and to said property, pursuant to the provision of W.S. § 2-9-102.

Judy A. Babcock
JUDY A. BABCOCK

Subscribed and sworn to before me by JUDY A. BABCOCK this 25th day of May, 1991.

Witness my hand and official seal.

BARBARA HENRY
Notary Public
County of Sublette
State of Wyoming
My Commission Expires 12/13/93

Barbara Henry
Notary Public

My Commission Expires: 12/13/93

233398

RECORDED June 26 1991 11:30 A M
IN BOOK 58 Misc. PAGE 763
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

NEW YORK STATE
DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

2269
(STATE FILE NUMBER)

2

NAME FIRST: CHARLES | MIDDLE: W. | LAST: ADNER

3 SEX: MALE X | FEMALE

3A DATE OF DEATH: MONTH Sept | DAY 16 | YEAR 1989

3B HOUR: 4:35 P m

1A PLACE OF DEATH (Check only one): HOSPITAL ER — | HOSPITAL OUTPATIENT — | HOSPITAL INPATIENT — | NURSING HOME — | PRIVATE RESIDENCE X | OTHER (Specify) —

4B IF FACILITY DATE ADMITTED: MONTH | DAY | YEAR

1C NAME OF FACILITY (If not home, give address): Rices Road RD#1 Watertown, N.Y.

4D LOCALITY (Check one and specify): CITY OF — | VILLAGE OF — | TOWN OF X Watertown

4E COUNTY OF DEATH: Jefferson

4F MEDICAL RECORD NO: None

4G WAS DECEDENT TRANSFERRED FROM ANOTHER INSTITUTION? (If yes, specify institution name) NO X | YES

5 DATE OF BIRTH: MONTH May | DAY 25 | YEAR 1910

6 AGE: 79 (Years) | IF UNDER 1 YEAR: Hours | Days | IF UNDER 1 DAY: Hours | Minutes

7A CITY AND STATE OF BIRTH (Or foreign country): Town of Croghan, N.Y.

7B IF FOREIGN BORN: YEAR ENTERED U.S. | CITIZENSHIP

8 SERVED IN U.S. ARMED FORCES? (Specify Yes/No): NO X | YES

9 RACE (Black, White, etc.): White

10 HISPANIC ORIGIN? (Yes, specify): NO X | YES

11 EDUCATION (Specify only highest grade completed): 8 or less — | 9-12 — | College 1-3 — | College 4 or more X

12 SOCIAL SECURITY NUMBER: 073 03 5797

13 MARITAL STATUS: NEVER MARRIED — | MARRIED OR SEPARATED X | WIDOWED — | DIVORCED —

14 SURVIVING SPOUSE (If wife, provide maiden name): Frances V. McCarthy

15A USUAL OCCUPATION (Do not enter retired): Operating Engineer

15B KIND OF BUSINESS OR INDUSTRY: General Construction

15C NAME AND LOCALITY OF COMPANY OR FIRM: Various

16A RESIDENCE: STATE: New York

16B COUNTY: Jefferson

16C LOCALITY (Check one and specify): CITY OF — | VILLAGE OF — | TOWN OF X Watertown

16F IF CITY OR VILLAGE IS RESIDENCE WITHIN CITY OR VILLAGE LIMITS? — YES X NO (If no specify town)

16D STREET AND NUMBER OF RESIDENCE: Rices Road RD#1 Box 326

16E ZIP CODE: 13601

17 NAME OF FATHER: FIRST Melvin | MI | LAST Adner

18 MAIDEN NAME OF MOTHER: FIRST Myrtle | MI | LAST Flemming

19A NAME OF INFORMANT: Frances Adner

19B MAILING ADDRESS (Include zip code): RD#1 Box 326 WAtertown, New York 13601

20A BURIAL, CREMATION, REMOVAL OR OTHER DISPOSITION (Specify): Burial | MONTH Sept | DAY 19 | YEAR 1989

20B PLACE OF BURIAL, CREMATION, REMOVAL OR OTHER DISPOSITION: Indian River Cemetery

20C LOCATION (City or town and state): Indian River New York

21A NAME AND ADDRESS OF FUNERAL HOME: Bossuot Lundy Funeral Home 500 State St. Carthage, New York

21B REGISTRATION NUMBER: 00190

22A NAME OF FUNERAL DIRECTOR: Samuel P. Lundy

22B SIGNATURE OF FUNERAL DIRECTOR: Samuel P. Lundy

22C REGISTRATION NUMBER: 03278

23A SIGNATURE OF REGISTRAR: Elena M. Lundy

23B DATE FILED: MONTH 09 | DAY 18 | YEAR 89

24A BURIAL OR REMOVAL PERMIT ISSUED BY: Elena M. Lundy

24B DATE ISSUED: MONTH 09 | DAY 18 | YEAR 89

ITEMS 25 THROUGH 33 TO BE COMPLETED BY CERTIFYING PHYSICIAN — OR — ITEMS 25 THROUGH 33 TO BE COMPLETED BY CORONER OR MEDICAL EXAMINER

25A TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE TIME, DATE AND PLACE AND DUE TO THE CAUSES STATED. Signature and Title: [signature] | MONTH — | DAY — | YEAR —

25A ON THE BASIS OF INVESTIGATION AND SUCH EXAMINATIONS AS I DEEM NECESSARY, IN MY OPINION DEATH OCCURRED AT THE TIME, DATE AND PLACE AND DUE TO THE CAUSES STATED. — CORONER — CORONER'S PHYSICIAN — MEDICAL EXAMINER. SIGNATURE AND TITLE:

25B DID THE PHYSICIAN ATTENDED THE DECEASED: FROM MONTH 8 | DAY 4 | YEAR 89 TO MONTH 9 | DAY 10 | YEAR 89

25C LAST SEEN ALIVE: MONTH 9 | DAY 14 | YEAR 89

25B PRONOUNCED DEAD: ON MONTH — | DAY — | YEAR — AT HOUR —

25D DATE SIGNED: MONTH — | DAY — | YEAR —

25C NAME OF ATTENDING PHYSICIAN: STEPHEN L. BRONSKY

LICENSE NUMBER: 177247

25E SIGNATURE OF CORONER OR CORONER'S PHYSICIAN, IF OTHER THAN CERTIFIER:

26 NAME AND ADDRESS OF CERTIFIER: Stephen L. Bronsky, 219 Stone St. Watertown N.Y. 13601

27F ME/COR PHYS. LICENSE NUMBER

27 MANNER OF DEATH: NATURAL CAUSE X — | ACCIDENT — | HOMICIDE — | SUICIDE — | UNDETERMINED CIRCUMSTANCES — | PENDING INVESTIGATION —

28 WAS CASE REFERRED TO CORONER OR MEDICAL EXAMINER? X NO — | YES

29A AUTOPSY? NO — | YES —

29B IF YES, WERE FINDINGS USED TO DETERMINE CAUSE OF DEATH? NO — | YES —

CONFIDENTIAL — SEE INSTRUCTION SHEET FOR COMPLETING CAUSE OF DEATH — CONFIDENTIAL

CAUSE OF DEATH

30 DEATH WAS CAUSED BY — ENTER ONLY ONE CAUSE PER LINE FOR (A), (B), AND (C). APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH

PART I. IMMEDIATE CAUSE. (A) Renal Failure — Months

DUE TO OR AS A CONSEQUENCE OF (B) Nephro Sclerosis — Years

DUE TO OR AS A CONSEQUENCE OF (C) Hypertension — Years

PART II. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN PART (A). Cardiomyopathy Chronic Lung Disease Peripheral Vascular Disease — Permanent

31A IF INJURY: DATE — MONTH — DAY — YEAR — HOUR —

31B LOCALITY (City or town and county and State):

31C DESCRIBE HOW INJURY OCCURRED:

31D PLACE:

31E AT WORK? NO — | YES —

32 WAS DECEDENT HOSPITALIZED IN LAST 2 MONTHS? NO — | YES —

32A IF FEMALE, WAS DECEDENT PREGNANT IN LAST 6 MONTHS? NO — | YES —

32B DATE OF DELIVERY: MONTH — | DAY — | YEAR —

NAME OF DECEDENT — For use by physician or institution

DCH-1961 (6/88)

VS-60

764

MEMORANDUM OF CONTRACT

TO WHOM IT MAY CONCERN:

On June 24, 1991, FRANCES V. ADNER AND JUDY A. BABCOCK, each being a single woman, as Seller, and HERMAN P. SMITH AND JOANN M. SMITH, husband and wife, as Buyer, purchasing this property as an estate by the entireties, entered into a Contract for Deed whereby Seller agreed to sell and Buyer agreed to buy the following described real property, to wit:

> Lots five, six, seven, and eight (5,6,7 & 8), Block three (3), Marbleton Townsite, Sublette County, Wyoming, as the same appears on the plat and map of said Townsite 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 Contract for Deed. Said Contract for Deed 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 Contract for Deed also provides that if Buyer fails to make payments in accordance with the terms of the Contract for Deed, or otherwise defaults thereunder, the Contract for Deed 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 Contract for Deed 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 24th day of June, 1991.

SELLER:

Frances V. Adner
Frances V. Adner

Judy A. Babcock
Judy A. Babcock

BUYER:

Herman P. Smith
Herman P. Smith

Joann M. Smith
Joann M. Smith

233399

RECORDED June 26 19 91 11:30 A M
IN BOOK 58 Misc. PAGE 765
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Contract for Deed was acknowledged before me by Herman P. Smith and Joann M. Smith this 21th day of June, 1991.

Witness my hand and official seal.

BARBARA HENRY
County of Sublette
Notary Public
State of Wyoming
My Commission Expires 10/13/93

Barbara Henry
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Contract for Deed was acknowledged before me by Judy A. Babcock this 22nd day of May, 1991.

Witness my hand and official seal.

BARBARA HENRY
County of Sublette
Notary Public
State of Wyoming
My Commission Expires:
10/13/93

Barbara Henry
Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing Contract for Deed was acknowledged before me by Frances V. Adner this 22nd day of May, 1991.

Witness my hand and official seal.

BARBARA HENRY
Notary Public
County of Sublette
State of Wyoming
My Commission Expires:
10/13/93

Barbara Henry
Notary Public

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 26th day of June, 1991, between FOOTHILLS DEVELOPMENT CO., INC., a Wyoming corporation, as Seller, and CLARENE LAW and CREED LAW, as tenants in common of an undivided one-half (½) interest each, 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 Fourteen (14), 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 all restrictions governing Forty Rod Ranches 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 575, Jackson, WY 83001.

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

DATED this 26th day of June, 1991.

ATTEST:

SEAL

SECRETARY

SELLER:
FOOTHILLS DEVELOPMENT CO., INC.,
a Wyoming corporation:

BY: _____
JOHN M. SULENTA, President

DATED this 18 day of June, 1991.

233402

BUYERS:

_____
CLARENE LAW

_____
CREED LAW

RECORDED June 26 1991 2:00 P.M.
BOOK 58 MISC PAGE 767
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Ley

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Memorandum of 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 26th day of June, 1991.

WITNESS my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Dec. 12, 1994

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/91

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing **Memorandum of Agreement** was acknowledged before me by CLARENE LAW and CREED LAW, this 18th day of June, 19 91.

WITNESS my hand and official seal.

Lucinda A. Williams
NOTARY PUBLIC

My Commission Expires: 11/2/91

LUCINDA A. WILLIAMS
NOTARY PUBLIC
TETON COUNTY
WYOMING