AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

VELMA CHRISMAN, being first duly sworn, states as follows:

1. Affiant is a claiming distributee and heir at law of the decedent hereinafter named; therefore, affiant has an interest in the real and personal property which is the subject matter of this affidavit.

2. Affiant states that JOSEPH B. CHRISMAN died at Marbleton, Sublette County, Wyoming on the 17th day of August, 1989; 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. Affiant states that JOSEPH B. CHRISMAN at the time of his death was married to VELMA CHRISMAN, your affiant, and that during said marriage JOSEPH B. CHRISMAN and VELMA CHRISMAN acquired as tenants by the entireties with full right of survivorship certain real property by Quitclaim Deed, dated June 9, 1981 and recorded on June 17, 1981 in the office of the County Clerk of Sublette County, Wyoming in Book 6 of Quitclaim Deeds, Page 477, which property is more particularly described as follows:

> Lot One (1), Block Six (6) of the Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming.

4. This affidavit is filed for the purpose of establishing the fact of the death of the said JOSEPH B. CHRISMAN, who was the owner with your affiant VELMA CHRISMAN of an estate by the entireties in the above described property, and to make an official record of the termination of interests of JOSEPH B. CHRISMAN in and to said property, pursuant to the provision of W.S. § 2-9-102.

Velma Chrisman
VELMA CHRISMAN

Subscribed and sworn to before me by VELMA CHRISMAN this 20th day of August, 1993.

Witness my hand and official seal.

Bridget Mackey
Notary Public

BRIDGET MACKEY NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

My commission expires:

6/4/1994

242812

RECORDED Aug. 20 A.D. 93 2:39 P.M.
IN BOOK Unnumbered PAGE
FEES 8.00 Mary D. [illegible] COUNTY CLERK
CLERK
by Cathy Sayten

02

Date Issued AUG 19 1993

Deputy State Registrar

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.

STATE OF WYOMING
DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

89-01987

LOCAL FILE NUMBER 01789

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT INK. FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME (First, Middle, Last): Joseph B. Chrisman
2. SEX: M
3. DATE OF DEATH (Mo., Day, Yr.): August 17, 1989
4. SOCIAL SECURITY NUMBER: 520-14-9067
5a. AGE-Last Birthday (Years): 72
5b. IF UNDER 1 YEAR: Months / Days
5c. IF UNDER 1 DAY: Hours / Minutes
6. DATE OF BIRTH (Mo., Day, Yr.): Sept.14, 1916
7a. PLACE OF DEATH (Check only one): HOSPITAL ☐ Inpatient ☐ ER/Outpatient ☒ DOA | OTHER ☐ Nursing Home ☒ Residence ☐ Other (Specify)
7b. FACILITY NAME (If not institution, give street and number): 720 East 4th St.
7c. CITY, TOWN, OR LOCATION OF DEATH: Marblton
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): Velma Berka
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): Ranch Worker
12b. KIND OF BUSINESS OR INDUSTRY: Ranching
13a. RESIDENCE - STATE: Wyoming
13b. COUNTY: Sublette
13c. CITY, TOWN OR LOCATION: Marblton
13d. STREET AND NUMBER: 720 East 4th St.
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): 11th Grade | College (1-4 or 5+):

PARENTS

17. FATHER'S NAME (First, Middle, Last): Chester F. Chrisman
18. MOTHER'S NAME (First, Middle, Maiden Surname): Edna Black

INFORMANT

19a. INFORMANT-NAME (Type or Print): Velma Chrisman
19b. RELATIONSHIP TO DECEDENT: Wife
19c. MAILING ADDRESS (Street or RFD Number, City or Town, State, ZIPCODE): 720 East 4th St. Marblton Wyoming 83113

DISPOSITION

20a. Burial, Cremation, Removal, Other (Specify): Cremation
20b. DATE (Mo., Day, Yr.): Aug. 24, 1989
20c. CEMETERY OR CREMATORY NAME: Lindquist and Sons
20d. LOCATION - CITY OR TOWN, STATE: Ogden Utah
21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature): Edwin Hudson 337
21b. NAME OF FACILITY - Number: Hudsons Funeral Home 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): [signature]
22b. DATE SIGNED (Mo., Day, Yr.): 8/18/89
22c. HOUR OF DEATH: APROX. 12:30 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 of the person death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title): [signature] Asst Coroner
23b. DATE SIGNED (Mo., Day, Yr.): August 18,1989
23c. HOUR OF DEATH: APROX. 12:30 P. M
23d. PRONOUNCED DEAD (Mo., Day, Yr.): August 17,1989
23e. PRONOUNCED DEAD (Hour): 12:35 P 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.): August 22,1989

CAUSE OF DEATH

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

26. IMMEDIATE CAUSE (Final disease or condition resulting in death): a. Cardiac arrest
DUE TO (OR AS A CONSEQUENCE OF): b. COPD.
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: years

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 / 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)

AUG 24 1989

VR 2-89
1/89 15M

thence S88°-48'-39"W, 198.74 feet along said south line to the southwest corner of said E½ Lot 1 (NE¼NE¼) (CENE1/64);

thence N00°-57'-57"W, 1323.51 feet along the west line of said E½ Lot 1 (NE¼NE¼) to the CORNER OF BEGINNING;

ENCOMPASSING an area of 16.34 acres, more or less;

Scott A. Scherbel

Professional Land Surveyor -- Registration No. 3889

7/31/93

The foregoing instrument was acknowledged before me by Scott A. Scherbel this 31st day of July 1993.
Witness my hand and official seal.

Notary Public

My commission expires:
8 September 1993

DIANNE DAVISON
Notary Public State of Wyoming
Sublette County Wyoming
Commission Expires

NOTE:
MONUMENTATION OF THIS PROJECT IS NOT COMPLETE DUE TO HIGHWAY 191. UPON COMPLETION OF THE HIGHWAY RECONSTRUCTION, MONUMENTATION WILL BE COMPLETED WITHIN SIXTY DAYS.

LEGEND

⊡ indicates a Certified Land Corner Recordation Certificate filed.

⊙ indicates a 5/8"x24" steel reinforcing rod with 2" aluminum cap inscribed "SURVEYOR SCHERBEL LTD. BIG PINEY WY PLS3889", and appropriate details, set this survey.

◒ indicates a steel reinforcing rod with 1½" aluminum cap inscribed, "RIO VERDE ENGR PELS 625", found this survey.

■ indicates a 2" galvanized steel pipe, 28" long with brass cap inscribed: "SCOTT A. SCHERBEL PLS 3889 BIG PINEY, WYOMING" and appropriate details, set this survey.

• indicates a calculated point for which a monument was neither found nor set.

OWNERS/APPLICANTS: TAD, INC. a Wyoming Corporation
DAVID E. SHAFFER
PINEDALE, WYOMING 82941

SURVEYOR: SURVEYOR SCHERBEL, LTD.
BIG PINEY, AFTON, AND JACKSON
WYOMING

DATE: APRIL 1993

942818
RECORDED Aug 20 1993 4:00PM
IN BOOK Misc Page 8
FEES 50.00 COUNTY CLERK
by Cathy Sexton

LOT DIVISION FOR

TAD, INC., AND DAVID E. SHAFFER

BEING PART OF

E½ Lot 1 (NE¼NE¼) SECTION 5

T33N R109W

SUBLETTE COUNTY, WYOMING

1995

1995

63

OH

STATEMENT OF AMOUNT DUE
AND
AGREEMENT TO GIVE NOTICE

WHEREAS, **Anna E. Townsend, Donald L. Townsend and Lillian E. Townsend**, hereinafter referred to as Townsends, are the Sellers under a certain Agreement for Warranty Deed wherein **Gordon E. Steele and Donna M. Steele,** hereinafter referred to as Steeles, are Purchasers; and,

WHEREAS, said Agreement for Warranty Deed is recorded at Book 32 of Miscellaneous, Page 25, in the office of the County Clerk, Sublette County, Wyoming; and,

WHEREAS said Agreement for Warranty Deed originally concerned the following described real property; to-wit:

TOWNSHIP 31 NORTH, RANGE 109 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 2: Lots 1, 2 and 3, S½NE¼, S½, SE¼NW¼;
Section 11: N½NW¼;

TOGETHER WITH all improvements and appurtenances thereunto appertaining.
TOGETHER WITH all water and water rights, ditch and ditch rights and reservoir and reservoir rights thereunto appertaining;
SUBJECT TO reservations and restrictions contain d 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; and,

WHEREAS, Steeles now wish to sell the concerned property but Townsends do not wish to have the sums owned to them prepaid;;

NOW THEREFORE, IN CONSIDERATION OF STEELES NOT PREPAYING THE AFOREDESCRIBED AGREEMENT FOR WARRANTY DEED AT THIS TIME, TOWNSENDS DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. That the principal balance now owning under the Agreement for Warranty Deed is $14,825.20. Interest will have accrued thereon in the amount of $681.25 as

242825

RECORDED Aug 23 1993 11:04 AM
IN BOOK 42 Misc. PAGE 9
FEES 10.00
COUNTY CLERK

of 8/16/93. The next installment under said Agreement for Warranty Deed is due on 12/1/93.

2. That they shall not declare said Agreement for Warranty Deed to be in default, forfeited or canceled or give Steeles written notice of their intent to declare said Agreement for Warranty Deed in default, forfeited or canceled without first giving sixty (60) days written notice of their intention to take such action to the Purchasers under the Steele contract at the indicated address.

3. That, if Townsends shall serve notice of their intention to declare said Agreement for Warranty Deed defaulted, forfeited or otherwise canceled, to the Purchasers under the Steele contract, said Purchasers are hereby granted the right to cure the default causing such forfeiture or cancellation during the sixty (60) day notice period.

4. That the Purchasers under the Steele contract and the address to which any notice to be given hereunder shall be sent is as follows:

John A. Nystrom, III
Nan A. Nystrom
Jaime M. Latchford
500 Monroe Avenue
Green River, WY 82935

DATED this 16th day of August, 1993

Anna E. Townsend
ANNA E. TOWNSEND

DATED this 10th day of August, 1993.

Donald L. Townsend
DONALD L. TOWNSEND

DATED this 10th day of August, 1993.

Lillian E. Townsend
LILLIAN E. TOWNSEND

STATE OF Utah)
) ss.
COUNTY OF Grand)

The foregoing **Statement Of Amount Due And Agreement To Give Notice** was acknowledged before me by ANNA E. TOWNSEND, this 16th day of August, 1993.

Witness my hand and official seal.

Shane Scribner
NOTARY PUBLIC

My Commission Expires: 6-7-97

STATE OF Oregon)
) ss.
COUNTY OF Douglas)

NOTARY PUBLIC
Lillian E. Townsend
403 Mercus Court
Moab, Utah 84532
My Commission Expires
June 7, 1997
STATE OF UTAH

The foregoing **Statement Of Amount Due And Agreement To Give Notice** was acknowledged before me by DONALD L. TOWNSEND and LILLIAN E. TOWNSEND, this 10th day of August, 1993.

Witness my hand and official seal.

Penny J Atteberry
NOTARY PUBLIC

My Commission Expires: 6-28-94

NOTARY PUBLIC
STATE OF OREGON

IDENTIFICATION P[redacted] SAFEG[redacted] RECORD. ANY A[redacted]NS IN SHADED ARE[redacted]BER FORM VOID

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME (Last, First, Middle)	2. DEPARTMENT, COMPONENT AND BRANCH	3. SOCIAL SECURITY NO.
ANDRUS KIRK SCOTT	ARMY / USAR	528 18 4460

4.a. GRADE, RATE OR RANK	4.b. PAY GRADE	5. DATE OF BIRTH (YYMMDD)	6. RESERVE OBLIG. TERM. DATE
PV2	E-2	740727	Year 00 Month 0 Day 21

7.a. PLACE OF ENTRY INTO ACTIVE DUTY	7.b. HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known)
SMITHFIELD UT	170 E 100 S SMITHFIELD UT 84335
8.a. LAST DUTY ASSIGNMENT AND MAJOR COMMAND TC	8.b. STATION WHERE SEPARATED
CO A 58TH TR BN 1ST EN BDE(C) USAEC&FLW	FORT LEONARD WOOD, MO
9. COMMAND TO WHICH TRANSFERRED	10. SGLI COVERAGE ☐ None
854TH S&S CO LOGAN UT 84321	Amount: $ 200000

11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.)
88M10 MOTOR TRANSPORT OPERATOR 00YRS 00MOS//
NOTHING FOLLOWS

12. RECORD OF SERVICE	Year(s)	Month(s)	Day(s)
a. Date Entered AD This Period	93	06	03
b. Separation Date This Period	93	07	23
c. Net Active Service This Period	00	01	21
d. Total Prior Active Service	00	02	06
e. Total Prior Inactive Service	01	02	05
f. Foreign Service	00	00	00
g. Sea Service	00	00	00
h. Effective Date of Pay Grade	92	12	12

13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service)
ARMY SERVICE RIBBON//NATIONAL DEFENSE SERVICE MEDAL//MARKSMAN QUALIFICATION BADGE M16 RIFLE/
SHARPSHOOTER QUALIFICATION BADGE HAND GRENADE//NOTHING FOLLOWS

14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed)
MOTOR TRANSPORT OPERATOR 5WKS JUL 93//NOTHING FOLLOWS

15.a. MEMBER CONTRIBUTED TO POST-VIETNAM ERA VETERANS' EDUCATIONAL ASSISTANCE PROGRAM	Yes	No	15.b. HIGH SCHOOL GRADUATE OR EQUIVALENT	Yes	No	16. DAYS ACCRUED LEAVE PAID
		X		Σ		4½

17. MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION ☐ Yes ☐ No

18. REMARKS
DATA HEREIN SUBJECT TO COMPUTER MATCHING WITHIN DOD OR WITH OTHER AGENCIES FOR VERIFICATION PURPOSES AND DETERMINING ELIGIBILTY OR COMPLIANCE FOR FEDERAL BENEFITS//BLOCK 17: NA//NOTHING FOLLOWS

242826

RECORDED Aug 23 1993 12:56 PM
IN BOOK 102 Misc PAGE 2
FEES 6.00 Mary D. Jeffs COUNTY CLERK
SUBSTITUTE COUNTY CLERK
by Cathy Saxton

19.a. MAILING ADDRESS AFTER SEPARATION (Include Zip Code)	19.b. NEAREST RELATIVE (Name and address - include Zip Code)
170 E 100 S SMITHFIELD UT 84335	PATRICIA WESTMORELAND 7411 1/2 YELLOWSTONE HWY IDAHO FALLS ID 83401
20. MEMBER REQUESTS COPY 6 BE SENT TO UT DIR. OF VET AFFAIRS ☒ Yes ☐ No	22. OFFICIAL AUTHORIZED TO SIGN (Typed name, grade, title and signature) Monte D Capps
21. SIGNATURE OF MEMBER BEING SEPARATED	MONTE D. CAPPS CW2, USA CH PERS PROC DIV

SPECIAL ADDITIONAL INFORMATION (For use by authorized agencies only)

23. TYPE OF SEPARATION	24. CHARACTER OF SERVICE (Include upgrades)	
RELEASE FROM ACTIVE DUTY TRAINING	UNCHARACTERIZED	
25. SEPARATION AUTHORITY	26. SEPARATION CODE	27. REENTRY CODE
AR 635-200, CHAP 4	LBK	NA
28. NARRATIVE REASON FOR SEPARATION		
COMPLETION OF ACTIVE DUTY TRAINING		
29. DATES OF TIME LOST DURING THIS PERIOD	30. MEMBER REQUESTS COPY 4	
NONE	Initials	

DD Form 214, NOV 88 *Previous editions are obsolete.* MEMBER - 4

MY COMMISSION EXPIRES 11-4-96

OFFICIAL SEAL
INEZ GARLAND
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires 11-4-96
Date

NOTARY PUBLIC. Inez Garland

BASIS OF BEARINGS:

THE BEARING OF N90°00'00"E (NORTH) ALONG THE NORTH LINE OF MARILYN STREET AS SHOWN ON THE OFFICIAL PLAT OF THE SAMORA ADDITION TO THE TOWN OF PINEDALE, WYOMING, RECORDED IN BOOK THREE(3) OF PLATS ON FEBRUARY 19, 1934, SUBLETTE COUNTY RECORDER, WYOMING.

CERTIFICATE SURVEYOR

I, RICHARD G. SHELTON, a Registered Land Surveyor in the State of Wyoming, do hereby Certify that this Survey Plat was drawn from Field Notes of a Survey conducted by me or under my direction, and that said survey as shown hereon and moumented on the ground is true and correct to the best of my knowledge and belief.

Dated of Survey: 6 - 15, 1981.

Richard G. Shelton

RICHARD G. SHELTON — WYOMING REGISTRATION NUMBER 3121

RICHARD G. SHELTON REGISTERED 3121 6/22/81 LAND SURVEYOR STATE OF WYOMING

RECORD OF SURVEY FOR WILLIAM BURZLANDER

RESURVEY OF THE EAST LINE OF LOT 6 AND THE SOUTH LINE OF LOTS 3 THRU 6, SAMORA ADDITION TO THE TOWN OF PINEDALE, WYOMING AND THE RESURVEY OF LOTS LOTS 13 THRU 22 OF FELTNER ADDITION TO THE TOWN OF PINEDALE, WYOMING IN A PORTION OF LOTS 1 AND 2 OF SECTION 4, TOWNSHIP 33 NORTH, RANGE 109 WEST, 6th PRINCIPAL MERIDIAN, SUBLETTE COUNTY, WYOMING.

SURVEY BY: R.G.S, L.S., W.E.W., Jr.

242827

SUBLETTE COUNTY CLERK CERTIFICATE

This plat was filed for record in the Office of the Clerk and Recorder at 1:15 o'clock P. M., AUGUST 23RD A.D., 19 82, and is duly recorded in Book 62 MISC, Page Number 16.

$25.00

Mary L. Lyford
COUNTY CLERK

BY: Bethany A. Wilkes
DEPUTY

UDOR
EERING COMPANY
TH FEDERAL
856-[redacted]

CONSULTING ENGINEERS AND PLANNERS

WYOMING

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 17th day of August, 1993, by and between **DOROTHY I. HECOX**, a single woman, as Sellers, to **CURTIS LEE SIMKINS** and **PATTY SIMKINS,** husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, as Buyers. The Seller did agree to sell and the Buyers did agree to purchase a certain tract of real property located in Sublette County, Wyoming, described as follows:

That portion of the SW¼SE¼ of Section 26. Township 37 North. Range 110 West of the 6th P.M., Sublette County, Wyoming, located easterly of the East right of way or boundary line of Wyoming State Highway 352 more particularly shown in that certain plat filed on July 28, 1983 at Book 61 of Miscellaneous, Page 648, in the office of the County Clerk, Sublette County, Wyoming.

TOGETHER WITH all improvements and appurtenances thereunto appertaining.

TOGETHER WITH a sixty (60) foot road and utility easement located in the NW¼NE¼ of Section 35, Township 37 North, Range 110 West of the 6th P.M., the west boundary of said easement being more particularly described as follows:

Beginning at the intersection of the north line of the NW¼NE¼ of Section 35, and the east right of way line of said Wyoming State Highway 352;

thence running southerly along said right of way line a distance of 680 feet, more or less, to the south line of the N½NW¼NE¼ of said Section 35.

This easement having been reserved by Grantor in that certain Warranty Deed recorded at Book 24 of Warranty Deeds, Page 263 in the office of the County Clerk, Sublette County, Wyoming. This easement shall attach and be appurtenant to and shall run with the real property described above.

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 all minerals and mineral rights appurtenant to or underlying said real property.

Buyers' address for tax purposes is 2816 Colima Drive, Rock Springs, WY 82901.

There are many other covenants in the original Contract For Sale. Each party has a copy of said Contract.

242837

RECORDED Aug. 24, 19 93 2:10 P M
IN BOOK 142 PAGE 9
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Cathy Drayton

cg

DATED this 17th day of August, 1993

Seller:

Dorothy I. Hecox

DOROTHY I. HECOX

DATED this 17th day of August, 1993.

Buyers:

Curtis Lee Simkins

CURTIS LEE SIMKINS

Patty Simkins

PATTY SIMKINS

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum Of Agreement** was acknowledged before me by DOROTHY I. HECOX, this 17th day of August, 1993.

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 SWEETWATER)

The foregoing **Memorandum Of Agreement** was acknowledged before me by CURTIS LEE SIMKINS and PATTY SIMKINS, this 12th day of August, 1993.

WITNESS my hand and official seal.

Frances M. Lawrence

NOTARY PUBLIC

My Commission Expires: May 3, 1994

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 25th day of August, 1993, by and between **CARL F. CILENSEK and SHIRLEY M. CILENSEK, Co-trustees of the Carl F. Cilensek December 31, 1980 Family Trust, as to a ½ interest, and CARL F. CILENSEK and SHIRLEY M. CILENSEK, Co-trustees of the Shirley M. Cilensek December 31, 1980 Family Trust, as to a ½ interest,** as Sellers, to **JERRY L. DOBBS** and **JOAN R. DOBBS**, 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 purchase a certain tract of real property located in Sublette County, Wyoming, described as follows:

> Lot Six (6) of the Mountain View 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 and covenants governing Mountain View Ranches Subdivision as recorded May 11, 1979 in Book 35 of Misc., Page 320 in the office of the County Clerk, 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 Box 1541, Pinedale, WY 82941.

There are many other covenants in the original Contract For Sale. Each party has a copy of said Contract.

DATED this 25th day of August, 1993.

Sellers:

CARL F. CILENSEK, Co-trustee of the Carl F. Cilensek December 31, 1980 Family Trust; and Co-trustee of the Shirley M. Cilensek December 31, 1980 Family Trust

242844

RECORDED August 25 1993 10:15A M
IN BOOK 62 MISC PAGE 11
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany L Clark

Shirley M. Cilensek
SHIRLEY M. CILENSEK, Co-trustee of the Carl F. Cilensek December 31, 1980 Family Trust, and Co-trustee of the Shirley M. Cilensek December 31, 1980 Family Trust

DATED this 24 day of August, 1993.

Buyers:

Jerry L Dobbs
JERRY L. DOBBS

Joan R Dobbs
JOAN R. DOBBS

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum Of Agreement** was acknowledged before me by CARL F. CILENSEK and SHIRLEY A. CILENSEK, Co-Trustees of the Carl F. Cilensek December 31, 1980 Family Trust and Co-Trustees of the Shirley M. Cilensek December 31, 1980 Family Trust, this 25th day of August, 1993.

WITNESS my hand and official seal.

Kathryn Johnsey
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
2-11-96

Kathryn Johnsey
NOTARY PUBLIC

My Commission Expires:

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum Of Agreement** was acknowledged before me by JERRY L. DOBBS and JOAN R. DOBBS this 24 day of August, 1993.

WITNESS my hand and official seal.

Cyd M. Cordrey
NOTARY PUBLIC

My Commission Expires:
Oct. 20, 1994

LIEN STATEMENT

COMES NOW Margaret Mazurie, president of Blue Bull Inc., a/k/a Fremont House and Mobile Home Movers, being duly sworn, submits the following lien statement:

1. Name and address of the persons seeking to enforce the lien: Margaret Mazurie, Blue Bull Inc., a Wyoming corporation, a/k/a Fremont House and Mobile Home Movers, 420 Fremont Street, Lander, Wyoming, 82520.

2. The amount claimed due and owing: $4,850.00.

3. The name and address of the persons against whose property the lien is filed:

Ken and Marilyn Hake
P. O. Box 1502
Jackson, Wyoming 83001

4. Itemized list of materials delivered or work performed:

See attached "Exhibit A"

5. The name of the person against whom the lien claim is made:

The lien is claimed based on work done and materials furnished pursuant to a contract with Ken and Marilyn Hake, P. O. Box 1502, Jackson, Wyoming.

6. The date work last done, services performed, or materials delivered:

May 1, 1993.

7. Legal description of premises where materials were furnished or work performed:

Lot 58, Big Country Ranches, 4th filing, Unit C, Sublette County, Wyoming.

DATED this 12 day of August, 1993.

Margaret Mazurie
MARGARET MAZURIE, President of
BLUE BULL, INC., a/k/a Fremont House and
Mobile Home Movers

STATE OF WYOMING)
:ss
COUNTY OF FREMONT)

On this 12 day of August, 1993, before me personally appeared MARGARET MAZURIE , to me personally known, who, being by me duly sworn, did say that she is the President of BLUE BULL, INC., a Wyoming corporation, a/k/a Fremont House and Mobile Home movers and that said instrument was signed on behalf of said BLUE BULL, INC., said MARGARET MAZURIE acknowledged said instrument to be the free act and deed of said corporation.

WILLIAM L. MILLER Notary Public
State of Wyoming
My Commission Expires Feb 23, 1994

William L Miller
Notary Public
My commission expires _____

242900

RECORDED Aug 30 93 11:36 A
IN BOOK 13
FEES $6.00
SUBJ

13

83-00074.14

Bice Bull, Inc.

INVOICE
NUMBER
095252

DATE
5-3-93

SOLD TO
A.K.A. Diamond 'Hous+ Mobile Home
Movers
430 Locust
Boulder, WY 82520

SHIPPED TO
Kent & Marilyn Hake
P.O. Box 1502
Jackson, WY 83001

CUSTOMER ORDER NO.	OUR ORDER NO.	SALESPERSON	TERMS	FOB	DATE SHIPPED	SHIPPED VIA

ORDERED	SHIPPED	DESCRIPTION	UNIT PRICE	UNIT	AMOUNT
5-1/2		Moving House from Jackson to Boulder			445.50

WilsonJones
Carbonless
MADE IN U.S.A.
S7258 CL Duplicate
S7358 CL Triplicate

© WilsonJones 1990

CERTIFICATE OF SURV[redacted]

State of Wyoming)
) SS
County of Sublette)

I, Richard W. Greenwood of Wilson, Wyoming, a Registered Professional Land Surveyor, hereby certify that this map correctly represents a survey made by me and others under my direction, in May – September, 1992 of parts of Sections 4, 9, and 10, T37N, R113W, Sublette County, Wyoming, and that it correctly represents the points and corners as they are marked on the ground.

Professional Land Surveyor
Richard W. Greenwood
5467
WYOMING

Richard W. Greenwood
Wyoming Professional Land Surveyor No. 5467

8-27-93

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by Richard W. Greenwood this day of , 1992.
Witness my hand and official seal.

CARRIE ARCHER-MARTINEZ – NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
My Commission Expires April 23, 1995

Notary Public

My commission expires:

Carrie Archer-Martinez

APRIL 23, 1995

RECORDED Aug 26 '93 at 4:30 PM
in BOOK 43 misc. PAGE 15
FEES 25.00
SUBLETTE COUNTY CLERK
242906
by Cathy Saxton

REVISED

MAP OF SURVEY

BONDURANT RANCHES

showing parts of

SECTIONS 4, 9, and 10, T37N, R113W

SUBLETTE COUNTY, WYOMING

15

AGREEMENT FOR DEED

THIS AGREEMENT FOR DEED is made and entered into on the date indicated below, by and between NORMAN S. EVARTS and ELISABETH EVARTS, husband and wife, (hereinafter called "Sellers") and RODNEY EUGENE BATEMAN and GLENDA ELIZABETH BATEMAN, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, (hereinafter called "Buyers").

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

1. Description of Property. Sellers agree to sell to Buyers and Buyers agree to purchase from Sellers certain real property situated 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 Sellers agree to accept.

3. Purchase Price. The purchase price to be paid by Buyers to Sellers for the subject property shall be the sum of twenty-eight thousand and no/100 dollars ($28,000.00).

4. Terms of Payment. The purchase price for said property shall be paid by Buyers as follows:

(a) A down payment of ten thousand dollars ($10,000.00) shall be paid to Sellers at closing.

(b) The balance of eighteen thousand dollars ($18,000.00) together with interest at the rate of ten percent (10%) per annum on the unpaid balance shall be paid in 120 equal monthly installments of interest and principal of $237.94 each. Payments of said monthly installments shall begin on October 15, 1993, and continue in like amount on or before the same day of each and every month thereafter until the entire principal amount together with any accrued interest or other sums due hereunder shall be paid in full. Interest shall accrue on the principal amount from September 1, 1993. All payments shall first be applied to accrued interest and then to principal.

(c) Buyers shall have the right to make additional cash payment at any time and may pay the entire balance due, with any interest to date of such payment, at any time without penalty. Partial payments shall first be applied to accrued interest and then to principal. A partial payment shall not act to reduce the amount or change the date of the next monthly payment due but shall act by reduction of principal owed to reduce the total term of the contract and thus the total amount of interest paid. Provided that Buyers may pay an amount equal to a monthly payment and specify that it is an advance monthly payment and not a prepayment and thus have said payment act to satisfy the next monthly payment obligation.

(d) All payments shall be made to NORMAN S. EVARTS or ELISABETH EVARTS at P.O. Box 248, Wilson, WY 83014.

5. Title. Title to the subject real property shall be conveyed from Sellers 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.

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

242930

RECORDED Sept. 1, 1993 11:25 AM
IN BOOK 42 Misc. PAGE 16
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY WYOMING
by Cathy Sexton

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 Sellers have the option:

(a) To declare this contract ended, canceled and of no further force and effect, said action shall fully reinvest the Sellers 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 and personal property, including any and all improvements or replacements and the Sellers 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, Sellers may keep said real property as their own and absolute property, being hereby released from all obligations both at law and in equity, to convey said property, and in such case, all payments made by Buyers prior to repossession shall be considered as rental for said real property and liquidated damages for failure on the part of the Buyers to comply with the terms of this Agreement, and in the event the Sellers elect 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 Sellers' 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. The sellers shall also have the right to enforce the terms and conditions of this Agreement by an action of specific performance against the Buyers.

7. Late Payments. It is specifically agreed that late payments accepted by Sellers 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:

Sellers:
NORMAN S. EVARTS
ELISABETH EVARTS
P.O. Box 248
Wilson, WY 83014

Buyers:
RODNEY E. BATEMAN
GLENDA E. BATEMAN
P.O. Box 447
Pinedale, WY 82941

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

9. Assignment. It is expressly agreed hereunder that neither all or any rights or obligations created hereunder nor the concerned real and personal property shall be assigned or transferred, either in their entirety or in part, or be otherwise conveyed or contracted to be conveyed by the Buyers without first securing the signed written consent of Sellers.

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

11. Warranty. Buyers acknowledge that they have had the opportunity to examine the property

concerned herein and accepts the same in its present condition. Sellers covenant that they are 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. Sellers agree to guarantee well for thirty (30) days from closing. Sellers agree to pay for inspection of septic tank and repair or replacement if deemed necessary by the inspector.

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 September 15, 1993.

15. Maintenance. Nothing shall be done on or in connection with the property that may impair Sellers' 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. Buyers shall reimburse Sellers for 50% of any and all costs associated with the preparation of the documents necessary to close this sale along with the costs of recording said documents.

DATED this 27 day of August, 1993.

SELLERS:

Norman S. Evarts
NORMAN S. EVARTS

Elisabeth Evarts
ELISABETH EVARTS

DATED this 27th day of August, 1993.

STATE OF WYOMING)
)SS.
COUNTY OF SUBLETTE)

The foregoing **Agreement For Deed** was acknowledged before me by NORMAN S. EVARTS and ELISABETH EVARTS, this 27th day of August, 1993.

WITNESS my hand and official seal.

Notary Public
NOTARY PUBLIC

My Commission Expires:

4-14-97

BUYERS:

Rodney E Bateman
RODNEY EUGENE BATEMAN

Glenda Elizabeth Bateman
GLENDA ELIZABETH BATEMAN

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

The foregoing **Agreement For Deed** was acknowledged before me by RODNEY EUGENE BATEMAN and GLENDA ELIZABETH BATEMAN, this 27th day of August, 1993.

WITNESS my hand and official seal.

Thomas A Tyrrell
NOTARY PUBLIC

My Commission Expires:

4-1497

19

Exhibit H
2c

A parcel of land situate in the SE¼ NE¼ of Section 30, Township 34 North, Range 110 West of the 6th P.M. Wyming, described as follows;

Beginning at the NE corner of the SE¼NW¼ of section 30 T 34 N., R110 W. 6th P.M., running thence South a distance of 336 feet to a point, which said point is the beginning point of this description; thence West a distance of 300 feet to a point; thence North a distance of 726 feet to a point; thence East a distance of 300 feetto the point of beginning; together with all improvements situate thereon and together with the water and ditch rights; SUBJECT TO all easements and rights of way of record or in use; and SUBJECT TO all reservations and exceptions which may be a matter of public record.

* insert the following;
thence running south a distance of 726 feet to a point;

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 31st day of August, 1993, by and between **G. ROBERT RUFF and BETTY C. RUFF, as Co-Trustees of the G. ROBERT RUFF TRUST, dated April 28, 1980, as amended,** as Sellers, to **DAVID DOYLE GOODWIN,** a married man dealing in his sole and separate property, as Buyer. The Sellers did agree to sell and the Buyer did agree to purchase a certain tract of real property located in Sublette County, Wyoming, described as follows:

> Lot 28, Mountain View 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, 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 and covenants governing Mountain View Ranches as recorded May 11, 1979, in Book 35 of Miscellaneous, Page 320, 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.

Buyer's address for tax purposes is DAVID DOYLE GOODWIN, 1719 Imperial Dr., Apt. E-35, Rock Springs, Wyoming 82901.

There are many other covenants in the original Contract For Sale, which is escrowed at Key Bank of Utah, 2491 Washington Blvd., Ogden, Utah 84401.

DATED this 28th day of August, 1993.

Sellers:

G. ROBERT RUFF, as Co-Trustee of the G. ROBERT RUFF TRUST, dated April 28 1980, as amended

BETTY C. RUFF, as Co-Trustee of the G. ROBERT RUFF TRUST, dated April 28 1980, as amended

242956 (242956)

RECORDED Sept 1, 1993 3:00PM
IN BOOK 63 Misc PAGE 21
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
by Cathy Saxton

DATED this 31 day of August, 1993

Buyer:

David Doyle Goodwin

DAVID DOYLE GOODWIN

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing **Memorandum Of Agreement** was acknowledged before me by **G. ROBERT RUFF** and **BETTY C. RUFF, as Co-Trustees of the G. ROBERT RUFF TRUST, dated April 28 1980, as amended**, this 28 day of August, 1993.

WITNESS my hand and official seal.

Susan R. Merrill
NOTARY PUBLIC

My Commission Expires: 9/27/93

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum Of Agreement** was acknowledged before me by **DAVID DOYLE GOODWIN**, this 31st day of August, 1993.

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:
1-10-95

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

CIVIL ACTION NO. 5436

JILL M. HANSON,

Plaintiff,

vs.

GEORGE R. McKAY,

Defendant.

FILED

AUG 26 1993

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING
BY

JUDGEMENT

THIS MATTER has come before the Court on the Motion For Default Judgement of the Plaintiff. The Court having reviewed the pleadings and documents filed with the Court finds as follows:

1. That the Court has jurisdiction of the parties to this case and the subject matter of this case.

2. That Plaintiff sold certain real property to the Defendant on August 2, 1992, but a portion of the sale price remained unpaid.

3. That $3,291.93 of the unpaid sale price was evidenced by Defendant's Promissory Note payable at the rate of $106.22 per month commencing on August 1, 1993.

4. That $27,708.07 of the unpaid sales price was evidenced by Defendant's promise to pay Plaintiff's debt to Source One Mortgage.

5. That Defendant, commencing with payments due on April 1, 1993, has failed to pay the sums due on the first of each month to Plaintiff under the aforesaid Promissory Note and to Source One.

6. That the principal sums owned to Plaintiff by Defendant under the Promissory Note and the Source One debt are $2,642.93 and $27,521.42 respectively for a total debt owing of $30,164.35 as of the Defendant's last payment.

242987

RECORDED September 2 1993 1:50 P M
IN BOOK 62 MISC. PAGE 23
FEES $ 10.00 Mary A. Daylor COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Bethany A. Walker
23

7. That interest has accrued at the rate of 10% per annum on the sums owned to Plaintiff from Defendant since March 1, 1993. This interest totals $1,404.20 as of August 18, 1993.

8. That the Defendant's default has been entered herein after due and proper service by publication as allowed by statute.

9. That Plaintiff is entitled to Judgement against the Defendant due to Defendant' failure to pay the purchase price as contracted. This Judgement should be in the amount of $31,669.55 ($30,164.35 principal and $1,404.20 interest).

10. That said sums are secured by an equitable unpaid vendor's lien on the concerned property dated from August 2, 1992.

11. That the Defendant has abandoned the subject property.

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

1. That Plaintiff be and hereby is granted judgement against the Defendant in the amount of $31,669.55 ($30,164.35 principal and $1,404.20 interest).

2. That said sums are secured by an equitable unpaid vendor's lien on and to the following described real property dating from August 2, 1992; to-wit:

Lot Five (5), Block Four (4) of the Ball First Addition to the Town of Marbleton, Sublette County, Wyoming.

3. That said equitable unpaid vendor's lien is hereby declared to be a paramount lien to any claims of the Defendant or any person claiming through the Defendant against the property described as Lot Five (5), Block Four (4) of the Ball First Addition to the Town of Marbleton, Sublette County, Wyoming.

4. That said real property is hereby ordered sold in accordance with the laws of the State of Wyoming and that all amounts realized from the foreclosure sale shall first be applied to the cost of sale and then to the payment of all amounts due Plaintiff by virtue of the Judgement entered above together with interest at the statutory rate and accruing costs. If the proceeds are insufficient to satisfy in full the amounts

declared due Plaintiff, Judgement is hereby entered against the Defendant, for any deficiency. If the amount received is in excess of all amounts claimed by Plaintiff by virtue of this Judgement, the excess shall be paid over to the Defendant or to those persons having a claim prior to said Defendant.

4. That the purchaser of said real property shall be entitled to a certificate of sale at the time of purchase and will be entitled to a deed thereto if the property is not redeemed within the time allowed by law.

5. That the Plaintiff be and hereby is awarded immediate possession of the above described real property in order to avoid waste.

DATED this 24 day of August, 1993.

Elizabeth A. Kail
District Court Judge

THE STATE OF WYOMING
COUNTY OF SUBLETTE

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

SIGNED

risers presumed to be on a

ce at cabin (some connected
head connection but not con-

monument found or set this

CURVE DATA WHD REC

00'
89'
30'
C

ALC.

13'-30"
00'

26

I further certify that the survey was conducted, and the plat was prepared, with the level of due diligence, skill and care prevalent in the industry, and in accordance with the professional standards in the industry and that this map and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and ACSM in 1988 and meets the accuracy requirements of a Class D Survey, as defined therein, and includes some items of table 3 thereof.

Scott A. Scherbel -- Professional Land Surveyor,
Registration No.3889 -- 13 June 1991

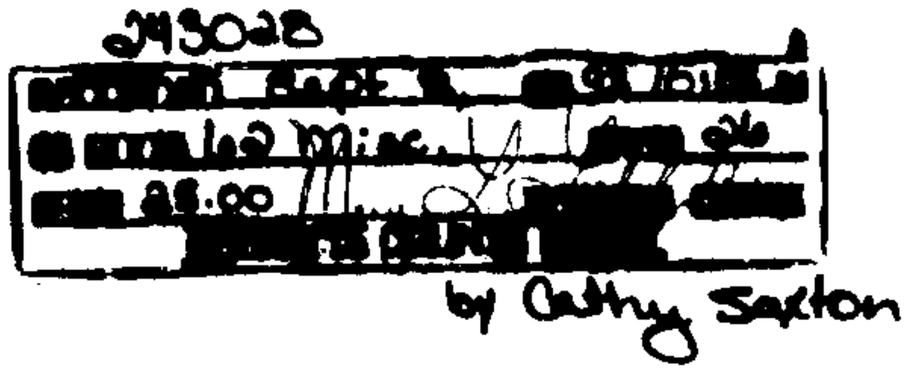
The foregoing instrument was acknowledged before me by Scott A. Scherbel this 13th day of June 1991. Witness my hand and official seal.

Notary Public

My commission expires: 9-8-93

RS - 1
Recreation Service

S
Front 10'
Side 10'
Rear 20'



PLAT OF

ALTA/ACSM LAND TITLE SURVEY

OF THE

AMENDED GRANITE PLACER CLAIM SURVEY NO. 553

A TRACT IN

UNSURVEYED SECTION 4 T38N R114W

No ublic [redacted]

My comm n expi [redacted]
9 September 1993

LEGEND

indicates a Certified Land Corner Recordation Certificate filed or to be filed.

indicates a 5/8"x24" steel reinforcing rod with 2" aluminum cap inscribed "SURVEYOR SCHERBEL LTD. BIG PINEY, WY PLS164", and appropriate details, set this survey.

243029
RECORDED Sept. 15, 1993 10:45AM
BOOK 102 Misc PAGE 27
FEES 25.00 [redacted]
by Cathy Saxton

SCOTT R. THOMPSON

GORDON MAX MICKELSON II

PLAT OF TRACTS

WITHIN THE

S½SW¼ AND SW¼SE¼ SECTION 2

NW¼ AND W½NE¼ SECTION 11

T30N R111W

27 SUBLETTE COUNTY, WYOMING

EASEMENT

COMES NOW TELEPHONE UTILITIES OF WYOMING, A Wyoming Corporation, hereinafter referred to as 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 give, grant and convey unto WEDCO MANUFACTURING, INC., A Wyoming Corporation, its successors and assigns, hereinafter referred to as Grantee, easements for access, encroachments and utility maintenance, replacement and repair over, on and under the following described real property, to-wit:

The south two (2) feet of the west sixty-two (62) feet of Lot Twenty (20), Block Twenty-Two (22) of the Marbleton Townsite, Sublette County, Wyoming, as the same appears on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;

and,

The west four (4) feet of the east seventy-eight (78) feet of Lots Twenty-One (21), Twenty-Two (22), Twenty-Three (23), and Twenty-Four (24), Block Twenty-Two (22) of the Marbleton Townsite, Sublette County, Wyoming, as the same appears on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;

These easements are set out in detail in Exhibit "A" attached hereto.

DATED this 27th day of August, 1993

ATTEST: Robert L Rice

TELEPHONE UTILITIES OF WYOMING,
A Wyoming Corporation:

BY:

ITS: Vice President & Controller

RECORDED Sept 8, 1993 3:30pm
IN BOOK 42 MISC PAGE 28
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
by Cathy Sayler

243039

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

The foregoing Easement was acknowledged before me by TELEPHONE UTILITES OF WYOMING, A Wyoming Corporation, by Donald A. Bloodworth, its (title) Vice President & Controller, this 27th day of August, 19 93.

Witness my hand and official seal.

MAUREEN Z. CHRISTIE
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
AUG 3, 1995

NOTARY PUBLIC

My Commission Expires: 8-3-95

243083

RECORDED Sept. 14, 1993 8:15A
IN BOOK 62 Misc. PAGE 30
FEES $ 24.00 by [illegible] COUNTY CLERK
OKALOOSA COUNTY, FORT WALTON BEACH, FLORIDA
by Cathy Saxton

CIELLE LORD OSBOURN REVOCABLE TRUST

DATED APRIL 8, 1992 3

THIS TRUST AGREEMENT is entered into at Shalimar, Florida on this 8th day of April, 1993, between **Cielle Lord Osbourn,** 909 Santa Rosa Blvd., #556, Ft. Walton Beach, Florida 32548, hereinafter referred to as the "Settlor", and **Cielle Lord Osbourn,** 909 Santa Rosa Blvd., #556, Ft. Walton Beach, Florida 32548, hereinafter referred to as the "Trustee":

ARTICLE I - TRUST PROPERTY

1.01 - The Settlor has transferred and delivered to the Trustee the property described in Schedule "A", attached hereto and made a part hereof, the receipt of which is hereby acknowledged by the Trustee. Such property and all other property transferred to and received by the Trustee to be held pursuant to this trust shall constitute the trust property and shall be held and administered by the Trustee as hereinafter provided.

ARTICLE II - ANNUAL ACCOUNTING

2.01 - The Trustee shall make an annual accounting to the current beneficiary of the Trust created by this Trust agreement. The accounting shall include a report of the receipts, disbursements, and distributions since the last accounting, and the status of the principal and any undistributed income on hand as of the day of the accounting.

ARTICLE III - DISTRIBUTION BY TRUSTEE

3.01 - During the life of the Settlor, the Trustee shall pay to or apply for the benefit of the Settlor in quarterly or other convenient installments all of the net income of the trust.

3.02 - The trustee may pay to or apply for the benefit of the Settlor in addition to the net income from the trust, such amounts from the principal of the trust up to the whole thereof, as the trustee may from time to time deem necessary or advisable for the Settlor's use and benefit.

3.03 - Upon the death of the Settlor, the Trustee shall pay to or apply for the benefit of the Settlor's daughter, Gayle C. Wiggins, in quarterly or other convenient installments all of the net income of the trust. The Trustee may pay to or apply for the benefit of the Settlor's daughter, Gayle C. Wiggins, in addition to the net income from the Trust, such amounts from the principal of the Trust up to the whole thereof as the Trustee may from time to time deem necessary or advisable for the daughter's health, welfare, maintenance and support.

3.04 - Upon the death of the Settlor's daughter, Gayle C. Wiggins, the Trustee shall pay to or apply for the benefit of the Settlor's grandchildren, in equal shares, in quarterly or other convenient installments all of the net income of the trust. The Trustee may pay to or apply for the benefit of the Settlor's grandchildren, in addition to the net income from the Trust, such amounts from the principal of the Trust up to the whole thereof as the Trustee may from time to time deem necessary or advisable for the grandchildren's health, welfare, maintenance and support. Settlor's grandchildren shall include any child born hereafter or adopted by the Settlor's daughter, Gayle C. Wiggins.

3.05 - Upon the death of the Settlor's first grandchild, (assuming that settlor's daughter, Gayle C. Wiggins, has predeceased such grandchild, otherwise, upon the death of Gayle C. Wiggins) the Trust shall be divided into equal shares for each grandchild. Each such living grandchild shall receive all the net income from such grandchild's share of the Trust and such amounts from the principal of the Trust up to the whole thereof as the Trustee may from time to time deem necessary or advisable for such grandchildren's health, welfare, maintenance and support.

3.06 - Upon the death of each of grandchild, such grandchild may by such grandchild's Last Will and Testament executed after the death of the Settlor and specifically referring to and exercising this power of appointment, direct and appoint that all or any part of such Trust estate remaining at such grandchild's death be paid over and distributed to or for the benefit of such persons or organizations in such shares and in such manner, whether outright or in lesser estates, in trust or otherwise, as such children may seem fit; except that no part thereof may be appointed to such

grandchild's estate or to such grandchild's creditors or to creditors of the estate. To the extent that such grandchild's share of the trust estate is not so appointed by such grandchild, such share shall be distributed in equal shares per stirpes among the then living descendants of such grandchild. If there are no surviving descendant's of such deceased grandchild or non of such descendants survive such grandchild's death, then in either event, then in either event such grandchild's share of the trust estate then remaining shall be distributed to my surviving grandchildren, in equal shares, per stirpes.

3.07 - If at any time any beneficiary entitled to receive income or principal from the trust estate is a minor or an incompetent or a person whom the Trustees deem unable to handle funds properly or wisely if paid directly to the beneficiary, the Trustee in the Trustee's sole discretion may make payments in any one or more of the following ways:

(a) Directly to the beneficiary;

(b) To the natural guardian or legally appointed guardian or conservator of the person or estate of the beneficiary; or

(c) By making expenditures directly for the care, support, maintenance, or education of the beneficiary.

The Trustee shall not be required to see to the application of any funds paid or applied in any of the aforementioned ways and the receipt of the payee shall be full acquittance to the Trustee. The decision of the Trustee as to which of the aforementioned methods should be used in making payments shall be conclusive and binding on all parties concerned.

ARTICLE IV - DISCRETION ON DISTRIBUTION

4.01 - The Trustee shall have complete discretion to determine which assets or portion thereof shall be distributed to or for the benefit of the beneficiaries herein named in satisfaction of the shares which they are entitled to receive pursuant to the terms of this Trust. The selection and distribution of assets by the Trustee shall be binding and conclusive upon all parties and shall not be subject to question by any beneficiary.

ARTICLE V - SPENDTHRIFT CLAUSE

5.01 - No corpus or income payable or to become payable pursuant to this Trust shall be subject to anticipation or assignment by any beneficiary

hereof, or to attachment by or to the interference or control of any creditor of any such beneficiary, or be taken or reached by any legal or equitable process in satisfaction of any debt or liability of such beneficiary prior to its actual receipt by such beneficiary.

ARTICLE VI - TRUSTEE'S POWERS

6.01 - The Trustee shall have the following powers in the administration of the Trust:

(1) To hold and continue to hold as an investment any property which may be received by him, including property distributed to the Trust from the Settlor's estate (although such property may not be of the character authorized by law for investment of trust funds) without any duty to diversify investments and without any responsibility for depreciation or loss sustained by or on account of such investments, provided such depreciation or loss has not occurred through the gross mismanagement or willful default of the Trustee.

(2) To change investments and properties, and invest and reinvest all or any part of the trust corpus in such securities, investments, or other property authorized for investment by the laws of the State of Florida.

(3) To cause any securities or other property held as part of the Trust to be registered in the name of the Trust or in the name of the Trustee or in the names of one or more nominees.

(4) To sell, mortgage, pledge, hypothecate, and otherwise dispose of all or any part of the trust corpus when he deems such action necessary and proper for the purpose of complying with the provisions of this Trust, and for the purpose of conserving, preserving, and maintaining the trust corpus.

(5) To consent to the reorganization, consolidation, merger, liquidation, readjustment of or other change in, any corporation or other business venture, or to the sale, mortgage or lease of any of the property thereof, any of the securities or other property which may be held by him pursuant to the terms of this Trust; and to do any act or exercise any power with respect to said securities or other property that legally may be exercised by any person owning similar property in his own right, without applying to any court for permission to take such action.

(6) To enforce, compromise, settle, arbitrate or defend any claim or demand in favor of or against the Trust; and to enforce any bonds,

mortgages, or other obligations or liens held hereunder; and to enter upon such contracts and agreements and make such compromises or settlements of debts, claims or controversies as he may deem necessary or desirable.

(7) To incur and pay the ordinary and necessary expenses of administration of this Trust.

(8) To take any other action deemed advisable for the protection, maintenance, and promotion of the assets of the Trust, so long as such action is authorized by the laws of the State of Florida.

(9) To apportion receipts between corpus and income in accordance with the provisions of the Florida Statutes from time to time existing.

(10) To loan money to the Settlor's Estate, with or without security, and purchase property of any character from the Settlor's Estate, and retain such property so long as he deems advisable, whether or not such property is of a class in which trustees are authorized by law to invest trust funds.

(11) To purchase policies of life insurance on the lives of the trust beneficiaries and their families and to continue at the Trustee's discretion, the payment of premiums and interest on loans on any policies of life insurance comprising part of the Trust, to exercise any settlement options with respect to such policies, to borrow additional sums of money from available cash or loan values in said polices for the payment of premiums, and to accept proceeds of said policies in the event they mature and administer said proceeds as part of the Trust, or at the Trustee's discretion, to cancel the policies and to receive any proceeds of said policies and administer said proceeds pursuant to the terms and conditions of this Trust.

(12) To accept gifts or loans or any and all other property, and to accept the proceeds of any life insurance policies which may mature and in which the Trust or Trustee hereof is designated as beneficiary.

(13) To pay to the Personal Representative of the Settlor's Estate such sums as are requested in writing by the Personal Representative to satisfy administration expenses, transfer, estate, state death and inheritance taxes, and any interest thereon, which may be assessed with respect to all property required to be included in the Settlor's gross estate for the purpose of determining any federal estate tax liability, if the assets of the Settlor's Estate are not sufficient to satisfy in full the above described expenses and taxes. However, trust funds which are not included in the Settlor's gross estate for the purpose of computing the federal estate tax liability of the Settlor's Estate shall not be applied for the aforesaid purposes.

(14) To hold an undivided interest in any securities or in any other property acquired by the Trust, without being required to make a physical division of said security holdings or other property.

(15) To loan or borrow money to or for such businesses or business interests which the Settlor may own at the time of death, or to or for any corporation representing the same and to vote the stock in any corporation in such manner as he may deem advisable, including the power to select or vote for the appointment or election of himself as manager, officer or director.

6.02 - The powers herein granted to the Trustee may be exercised in whole or in part, and shall be deemed to be supplementary to and not exclusive of the general powers of the Trustee pursuant to the laws of the State of Florida and shall include all powers necessary to carry the same into effect. The above enumeration of specific powers shall not be construed in any way to limit or affect the general powers herein granted.

ARTICLE VII - TRUSTEE TRANSACTIONS

7.01 - No person dealing with the Trustee shall be obligated to see to the application of any moneys, securities or other property paid or delivered to him or to inquire into the expediency or propriety of any transaction or the authority of the Trustee to enter into and consummate the same upon such terms as he may deem advisable.

ARTICLE VIII - INTERPRETATION

8.01 - The primary purpose and intent in creating this Trust is to provide for the income beneficiaries, and the rights and interests of any remaindermen are subordinate and incidental to this purpose. Accordingly, the Trustee shall be liberal in the Trustee's construction of the provisions of this Trust and shall act primarily in the interest and for the benefit of the income beneficiaries.

ARTICLE IX - RULE AGAINST PERPETUITIES

9.01 - Notwithstanding any provision contained herein to the contrary, in the event the holding of assets in trust as hereinabove provided would be in violation of the rule against perpetuities, the assets shall vest in and be distributed to the then income beneficiaries of the Trust (regardless

of whether the income beneficiaries are entitled to income absolutely or at the discretion of the Trustee) on the day immediately preceding which, if the Trust were to continue, such continuance would constitute a violation of the rule against perpetuities.

ARTICLE X - ADDITIONS TO CORPUS

10.01 - The Settlor or any other person may add other properties to the corpus of this Trust, and such other properties as may be added shall be subject to the terms and conditions of this Trust.

ARTICLE XI - SUCCESSOR TO TRUSTEE

11.01 - In the event of the death, resignation, incapacity or failure to serve of the Trustee, the first successor trustee shall be Charles E. Collette. In the event of the death, resignation, incapacity or failure to serve of Charles E. Collette, the second successor trustee shall be Mark Winstel, 2004-B Lewis Turner Blvd., Ft. Walton Beach, Florida 32547.

11.02 - The Trustee herein named shall not be required to post any bond or other security for the faithful performance of his duties in any jurisdiction where he is required to act.

11.03 - A corporate successor Trustee, if any, shall be entitled to receive compensation based upon its usual schedule of fees.

ARTICLE XII - STATE LAW GOVERNS

12.01 - Notwithstanding the fact that the Settlor or any or all of the beneficiaries under this Trust may now or at any future time be domiciled in a state other than the State of Florida, this Trust shall be regarded for all purposes as a Florida document, and its validity and construction shall be determined and governed in all respects by the laws of the State of Florida. Accordingly, the Trust established hereunder shall be administered, and the powers and provisions herein contained shall be exercised and carried into effect, in accordance with the laws of the State of Florida.

ARTICLE XIII- INVALIDITY OF PROVISION

13.01 - Each and every provision of this Trust shall be regarded as so far independent of every other provision that if it shall be determined that any provision is invalid, the invalidity of such provision shall not affect the validity of any remaining provisions and the Trust created hereunder shall

be administered to carry out, as far as possible, the purposes and intentions of the Settlor in accordance with the remaining valid provisions.

ARTICLE XIV - ACCEPTANCE BY TRUSTEE

14.01 - The Trustee hereby accepts the provisions of this Trust and agrees to comply with the terms and conditions expressed in this Trust.

ARTICLE XV - TRUSTEE'S RESIGNATION

15.01 - Any Trustee shall have the right to resign at any time on thirty (30) days written notice to the Settlor, if living, and otherwise to the beneficiaries then entitled (either absolutely or at the discretion of the Trustee) to trust income, who shall, upon receipt of notice, have the right within fifteen (15) days after receipt of such notice to appoint a successor Trustee, assuming that the successor trustee named in Article XI is unable to serve. In the event a successor Trustee is not designated within the specified time by the Settlor or the beneficiaries, depending upon whom is entitled to designate the successor Trustee, the Trustee desiring to resign may apply to a court of competent jurisdiction for the appointment of a successor Trustee and for the judicial settlement of said Trustee's accounts.

ARTICLE XVI - TRUSTEE'S LIABILITY

16.01 - No successor Trustee shall be liable or responsible for any acts or defaults of any predecessor Trustee, nor for any loss or expense incurred by any predecessor Trustee. Successor Trustees shall be liable only for their own acts and defaults with respect to the property actually received by them as Trustees. Successor Trustees shall be vested with all the duties, rights, titles and powers whether discretionary or otherwise, as are herein conferred upon the designated Trustees.

ARTICLE XVII - RIGHT OF REVOCATION

17.01 - The Settlor reserves the right at any time and from time to time without the consent of any person and without notice to any persons other than the Trustee, to revoke or modify in whole or in part the trust hereby granted, and to change the beneficiaries hereof, and to withdraw all or any part of the trust assets by filing written notice of such revocation, modification, change, or withdrawal with the Trustee.

IN WITNESS WHEREOF, this Trust Agreement has been signed

by the Settlor and the Trustee on this 8th day of April, 1993.

Witnesses:

Betsy D. Nagy

Cindy F. Meyer
as to Settlor

SETTLOR:

CIELLE LORD OSBOURN

Witnesses:

Betsy D. Nagy

Cindy F. Meyer
as to Trustee

TRUSTEE:

CIELLE LORD OSBOURN

STATE OF FLORIDA

COUNTY OF OKALOOSA

BEFORE ME, the undersigned authority, personally appeared **Cielle Lord Osbourn,** who has produced a valid driver's license as identification and who did take an oath.

WITNESS my hand and official seal this the 8th day of April, 1993.

Daniel C. Perri
NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 04 1996
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[redacted] [redacted] [redacted]

SCHEDULE "A"
CIELLE LORD OSBOURN REVOCABLE TRUST
DATED APRIL 8, 1993

NOTICE OF LIS PENDENS

COMES NOW the undersigned and files this notice of pendency of civil action filed by the undersigned in Civil Action No. 18431 in the District Court, Fifth Judicial District, Park County, Wyoming which action is an action for divorce between husband and wife wherein the Plaintiff is the undersigned, Ronal M. Daniels and the Defendant is Robert Daniels, aka Robert G. Daniels. The object of said action is for the purpose of obtaining a divorce and settlement of real and personal property interests acquired by the parties during the tenure of their marriage. Said action affects the following described real property in the County of Sublette, to-wit:

> Section 8 - Lot 1, Pollywog Subdivision, being a part of the N½SW¼, Section 8, T. 29 N., R. 111 West, Sublette County, Wyoming, containing 30.04 acres more or less; and
>
> Section 7 - That part of the SE¼NE¼ in T. 29 N., R. 111 W., Sublette County, Wyoming, containing approximately 17.257 acres more or less.

This Notice of Lis Pendens is filed pursuant to W.S. § 1-6-108 and the purposes set forth therein and is intended to notify all third parties that any title be conveyed by Robert Daniels aka Robert G. Daniels will be subject to the lien of said pending action and the rights of Plaintiff in and to the above described real property therein.

DATED this 27th day of August, 1993.

Ronal M. Daniels

STATE OF WYOMING)
) SS
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by Ronal M. Daniels, this 27th day of August, 1993.

Coleen R. Ruth
Notary Public
County of
Park
State of
Wyoming
My Commission Expires
6/13/94

Coleen R. Ruth
Notary Public

My Commission Expires:

June 13, 1994

243088

RECORDED Sept. 14, 1993 9:45 AM
IN BOOK 62 misc. PAGE 40
FEES $ 6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

by Cathy Saxton

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

CAROL WINDER HAYNES, a/k/a CAROL W. HAYNES, of said County and State, being first duly sworn on her oath, deposes and says:

That she is the surviving spouse of THOMAS REGINALD HAYNES, a/k/a THOMAS R. HAYNES, who died February 21, 1993, in Teton County, Wyoming.

That at the time of the death of THOMAS REGINALD HAYNES, a/k/a THOMAS R. HAYNES, he owned certain real property by virtue of certain Warranty Deeds; said lands being more particularly described as follows:

Township 35 North, Range 110 West of the 6th P.M., Sublette County, Wyoming;

Section 19: Lots Two (2), Three (3) and Four (4), SE¼NW¼, E½SW¼;

TOGETHER WITH all improvements and appurtenances there-unto appertaining;

and,

That part of Homestead Entry Survey No. 129 of Township 39 North, Range 115 West, Teton County, Wyoming, described as follows:
Beginning at a point on the West line of Thomas M. Bess land of record in the Office of the Clerk of Teton County in Book 14 of Deeds on Page 169 N.00°05'W., the base bearing for this survey, 113.9 feet from Corner No. 1 of said Survey where found a 2" galvanized steel pipe 30" long with brass cap inscribed "PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING T39N R115W 1/4/1 HES 129 S31/S32 1966";
thence continuing N.00°05'W., 546.10 feet along said West line to a point where found a 2" galvanized steel pipe 30" long with brass cap inscribed "PAUL N. SCHERBEL RLS164 T39N R115W BESS";
thence S.59°12'W., 373.0 feet to a point;
thence S.42°10'E., 478.7 feet to the point of beginning; each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NO DISTURB RLS164".
TOGETHER WITH all improvements and appurtenances thereunto appertaining;

243113

RECORDED SEPTEMBER 15 1993 1:31 PM
IN BOOK 62 MISCELLANEOUS PAGE 41
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

Said Warranty Deeds being recorded in the office of the Sublette County Clerk on November 8, 1991, in Book 31 Deeds, Page 145 and in the office of the Teton County Clerk on October 10, 1991, in Book 242, Page 1025-1026, respectively.

That the deceased THOMAS REGINALD HAYNES, a/k/a THOMAS R. HAYNES, is one of the grantees in the beforementioned Warranty Deeds, and that the affiant, CAROL WINDER HAYNES, a/k/a CAROL W. HAYNES is one and the same person as the said CAROL WINDER HAYNES, a/k/a CAROL W. HAYNES, the other grantee in the beforementioned Warranty Deeds.

That the beforementioned Warranty Deeds created tenancies of an estate by the entireties with full right of survivorship under the laws of the State of Wyoming and, at the death of THOMAS REGINALD HAYNES, a/k/a THOMAS R. HAYNES, all equity, right, title and interest of THOMAS REGINALD HAYNES, a/k/a THOMAS R. HAYNES, in the beforementioned real properties passed to and was vested in CAROL WINDER HAYNES, a/k/a CAROL W. HAYNES.

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 THOMAS REGINALD HAYNES, a/k/a THOMAS R. HAYNES, deceased.

DATED this 13 day of September, 1993

Carol Winder Haynes

CAROL WINDER HAYNES, a/k/a CAROL W. HAYNES

Subscribed and sworn to before me by CAROL WINDER HAYNES, a/k/a CAROL W. HAYNES, this 13th day of September, 1993.

WITNESS my hand and official seal.

Cindy M Meacham

NOTARY PUBLIC

My Commission Expires: Aug. 11 1995

SHELBY MEACHAM - NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
My Commission Expires August 11, 1995

STATE OF WYOMING
DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 11

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME FIRST	MIDDLE	LAST	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
Thomas	Reginald	Haynes	M	February 21, 1993

4. SOCIAL SECURITY NUMBER	5a. AGE-Last Birthday (Years)	5b. UNDER 1 YEAR Months	5b. UNDER 1 YEAR Days	5c. UNDER 1 DAY Hours	5c. UNDER 1 DAY Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
464-34-6636	63					June 17, 1929

7a. PLACE OF DEATH (Check only one)

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

7b. FACILITY NAME (If not Institution, give street and number)	7c. CITY, TOWN, OR LOCATION OF DEATH	7d. COUNTY OF DEATH
Bryan Flats	South of Jackson	Teton

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

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	Mechanical Engineer	Manufacturing

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Teton	Jackson	4445 E. Mule Deer Lane

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		4

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
Reginald	Thomas	Haynes	Charlotte	Praetorious	

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Carol Haynes	Spouse

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
PO Box 249	Jackson	Wyoming	83001

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. 25, 1993	S.E. Idaho Crematory	Blackfoot	Idaho

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS
[signature]	452	Valley Mortuary	117	Box 9059, Jackson, WY 83001

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

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

22b. DATE SIGNED (Mo., Day, Yr.)	22c. HOUR OF DEATH
2/22/93	2:15 PM

22d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)
Dr. Robert Anthony Frazier Jr.

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]

23b. DATE SIGNED (Mo., Day, Yr.)	23c. HOUR OF DEATH
2-22-93	2:15 PM
23d. PRONOUNCED DEAD (Mo., Day, Yr.)	23e. PRONOUNCED DEAD (Hour)
2-21-93	3:45 PM

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print)
PO Box 1892, Jackson WY. 83001

25a. REGISTRAR (Signature) ▶ Susan E. Coyle deputy

25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) 02 23 93

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. Atherosclerotic Coronary Vascular Disease	minutes
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 - 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)
Yes	Yes

29. MANNER OF DEATH	30a. DATE OF INJURY (Month, Day, Year)	30b. TIME OF INJURY	30c. INJURY AT WORK? (Specify yes or no)	30d. DESCRIBE HOW INJURY OCCURRED
☒ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Could not be Determined	2-21-93	2:15 PM	No	Collapsed while cross-country skiing.

30e. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify): Bryan Flats

30f. LOCATION (Street and Number or Rural Route Number, City or Town, State): Teton Co. WY.

MAR 04 1993

VR 2-89
2/91 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 March 4, 1993

[signature]
Deputy State Registrar

THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT

OF THE STATE OF WYOMING IN AND FOR CAMPBELL COUNTY

Docket 50, No. 4856

FILED NO. _____
CIVIL☐ PROBATE☒ CRIMINAL☐
W.C.☐ ADOPT☐ DEL☐

SEP 7 '93

Darlene Fitters, dep.
CLERK OF DISTRICT COURT

In the Matter of the Estate of)
)
GERALD T. TRESNER,)
)
Deceased.)

ORDER APPROVING FINAL REPORT AND ACCOUNTING AND PETITION FOR DISTRIBUTION

This matter having come before the Court this day upon the Final Report and Accounting and Petition for Distribution ("Final Report") filed herein by First Interstate Bank of Denver, N.A., personal representative of the Estate of Gerald T. Tresner, deceased, and notice having been waived by the sole distributee and a written waiver thereof having been filed herein, the Court finds as follows:

1. The decedent died seized of real property interests located within the State of Wyoming including mineral interests in Sweetwater, Campbell, Lincoln, Sublette, Natrona, Laramie and Niobrara Counties, as described in the Final Report.

2. The deceased died testate and the Last Will and Testament of Gerald T. Tresner was duly admitted to probate on January 15, 1991, and First Interstate Bank of Denver, N.A. then became the duly appointed, qualified and acting Personal Representative of the estate of the deceased and First Interstate Bank of Denver, N.A. has been such ever since.

3. There is no surviving spouse of the deceased.

4. The name and place of residence of each of the devisees and their relationship to the deceased is:

> Norwest Bank of Denver, N.A., Trustee of the trust created under the Gerald T. Tresner Life Insurance Trust under agreement dated May 18, 1977, 1700 Broadway, Denver, CO 80274-0095, (sole remainderman and distributee of Wyoming estate; trust for benefit of family members).

243154

by Cathy Sexton

RECORDED Sept. 17, 1993 11:45 AM
IN BOOK 62 Misc. PAGE 44
FEES $ 16.00 [redacted] CLERK

5. There is no legacy or devise which remains in charge on the real estate.

6. No distributee is under any legal disability.

7. No conservator or trustee for any distributee is required or present herein.

8. An accounting of all the monies and personal property coming into the hands of the personal representative has been waived by all interested parties and a separate waiver is on file herein and incorporated herein by this reference.

9. A certificate of no tax due has been issued by the Wyoming Department of Revenue and Taxation and was filed herein on December 11, 1992. The domiciliary personal representative of this estate has discharged the estate's duty to file a Form 706, United States Federal Estate Tax Return. All income tax returns have been filed on behalf of the deceased or the estate of the deceased as the same come due.

10. The personal representative proposes distribution of the estate, to Norwest Bank of Denver, N.A., Trustee of the trust created under the Gerald T. Tresner Life Insurance Trust under agreement dated May 18, 1977.

a. All assets described in ¶(i) of the Final Report.

b. All other Wyoming assets of Gerald T. Tresner, now known or hereafter discovered, whether or not mentioned in these probate proceedings.

11. The inventory was filed herein on December 23, 1992. A report of appraisal by Randall C. Rieck, Vice-President and Trust Officer of First Interstate Bank of Denver, N.A. was duly made and filed on July 9, 1993 and the same are hereby referred to and made a part hereof by reference.

12. Notice of Probate and Notice to Creditors has been given and proof thereof has been filed herein according to the law and the time for filing claims against the estate expired

on July 21, 1991. All lawful claims have been paid in full or otherwise allowed and provision made for payment thereon. An affidavit of mailing notice of probate was filed herein on April 30, 1991, and notice of compliance with W.S. §2-7-205 was filed herein on April 30, 1991.

13. The Personal Representative remains charged with, subject to payment of administration expenses and taxes, the property of the Estate of Gerald T. Tresner, deceased, as listed in the Report of Appraisal filed herein.

14. The Personal Representative and its attorneys have made arrangements for payment of all fees due them for their services to this estate from the assets of the domiciliary estate of Gerald T. Tresner, and each waives any claim to a fee payable from the Wyoming assets of this estate.

15. Notice of Final Settlement, in the statutory form set forth in W.S. §2-7-204, has been waived by the sole distributee and a written waiver thereof is on file herein, and this Court has jurisdiction of the subject hereof and of all beneficiaries, devisees, heirs and persons interested in the Estate of Gerald T. Tresner.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREE as follows:

1. That the Final Report filed herein be, and the same is, hereby approved and confirmed in its entirety;

2. That all acts of the Personal Representative and this estate's attorneys during the administration of this estate be, and the same are, hereby approved and confirmed;

3. That Norwest Bank of Denver, N.A., Trustee of the trust created under the Gerald T. Tresner Life Insurance Trust under agreement dated May 18, 1977 (trust for benefit of family members), 1700 Broadway, Denver, CO 80274-0095, is the sole remainderman and distributee of the Wyoming estate;

4. That the Personal Representative shall distribute the Wyoming assets of the Estate of Gerald T. Tresner to

Norwest Bank of Denver, N.A., Trustee of the trust created under the Gerald T. Tresner Life Insurance Trust under agreement dated May 18, 1977 as follows:

Asset Description

a. 0.0266667 overriding royalty interest in: Bitter Creek II Unit, Echo Oil Division, Maynard Oil Co., Lease No. 912250, Owner No. 9055

Township 16 North, Range 99 West, of the 6th P.M., Sweetwater County, Wyoming

Sec. 14:SW¼SW¼
Sec. 15:S½SE¼
Sec. 22:NE¼
Sec. 23:W½NW¼

b. 0.004166500 overriding royalty interest in: Jayson Unit Tract 46, Lease No. 197046, Owner No. 9014, Federal Lease No. W0321202A

Township 46 North, Range 70 West, of the 6th P.M., Campbell County, Wyoming

Sec.11: SE¼

c. 0.003125 overriding royalty interest in: Federal 1-23 (Galaxy Oil), Lease No. 49330004, Owner No. 700542 Federal Lease No. W095594A

Township 42 North, Range 71 West, of the 6th P.M., Campbell, County, Wyoming

Sec. 23: S½

d. .00640600 overriding royalty interest in: Fontenelle II Unit Tract 80, Natural Gas Corp. (NGC)), Lease No. 11-278, Federal Owner No. 5026, Federal Lease No. W28370-1

Township 26 North, Range 112 West, of the 6th P.M., Lincoln County, Wyoming

Sec. 24: Lots 1,2,3, W½E½, W½
Sec. 25: Lots 3,4 W½E½, W½

e. 0.01000000 overriding royalty interest in: Lake Ridge Unit (Exxon), Division Order No. 46472, Owner No. 876247

Township 29 North, Range 115 West, 6th P.M., Sublette County, Wyoming

Sec. 16: All

f. 0.025000 overriding royalty interest (to a depth of 9,744 feet) in: Roscoe 3-33, (Border Fuel Supply - oil; Greenwood Resources - gas), Lease No. 490151 (Border), Owner No. 4471 (Greenwood)

Township 42 North, Range 71 West, of the 6th P.M., Campbell County, Wyoming

Sec. 33: W½

g. 0.0300000 overriding royalty interest in: Tresner-Van Norman (Nat. Coop. Refinery), (Powder River Petroleum), Tresner Lease #3, Lease No. CP# 91351, Owner No. 91128

Township 40 North, Range 64 West, of 6th P.M., Niobrara County, Wyoming

Sec. 29: NE¼NW¼

h. .03 overriding royalty interest in: Tresner Lease #4, Lease No. CP# 91352, Owner No. 91128

Township 40 North, Range 64 West, of 6th P.M., Niobrara County, Wyoming

Sec. 30: NE¼NE¼

i. 0.001953125 royalty interest in: NON-PRODUCING South Hilight Unit, Tract 35 (88 Oil Company - oil; Apache - gas), Lease No. EEOCO 235-035, Owner No. 9015-1

Township 44 North, Range 70 West, of 6th P.M., Campbell County, Wyoming

Sec. 18: E½

j. 0.008333 overriding royalty interest in: NON-PRODUCING Jayson Unit Tract 10 (88 Oil Co.), Lease No. 197-010 Owner No. 9014

Township 46 North, Range 70 West, of 6th P.M., Campbell County, Wyoming

Sec. 12: SW¼
Sec. 13: W½
Sec. 14: N½

k. 0.025000 overriding royalty interest in: Tresner #1 (Bountiful)

Township 42 North, Range 71 West, of the 6th P.M., Campbell County, Wyoming

Sec. 33: NE/4NW/4

l. .7812 royalty interest in Carnes #2 (88 Oil) (Inexco)

Township 44 North, Range 70 West, of the 6th P.M., Campbell County, Wyoming

Sec. 18: E/2

m. Mineral Interest in: Crews (Texaco)

Township 24 North, Range 114 West, of the 6th P.M., Lincoln County, Wyoming

Sec. 2: Lots 15, 16, 17, 18
Sec. 11: Lots 1, 2, 3, 4, SW/4 SE/4, W/2 SW/4, SE/4 SW/4
Sec. 14: N/2 NW/4, S/2 NW/4
(Containing 9[illegible].41 acres,
41.4 net acres

n. Unleased Unverified Orri

Township 24 North, Range 10 West, of the 6th P.M., Sweetwater County, Wyoming

Sec. 6: All
Sec. 7: All
Sec. 8: All
(1862.04 Gross Acres)

o. 0.005000000 overriding royalty interest in: Radarville #1 (88 Oil Co.) Lease No. St. Lse. 014677A, Owner No. 9015

Township 35 North, Range 89 West, of the 6th P.M., Natrona, County, Wyoming

Sec. 36: SE¼SE¼

p. 0.002500000 overriding royalty interest in: Radarville #2 (88 Oil Co.), Lease No. Fed. W-647C, Owner No. 9015

Township 34 North, Range 89 West, of the 6th P.M., Natrona County, Wyoming

Sec 1: Lots 1 & 2

q. 0.0250 overriding royalty, 0.25 working interest in: Lucinda Graves lease

Township 16 North, Range 65 West, of the 6th P.M., Laramie County, Wyoming

Sec. 10: S½NE¼, N½SE¼

r. All other assets of the Wyoming estate of Gerald T. Tresner, whether now known or hereafter discovered, whether or not mentioned in these probate proceedings.

Dated this 3 day of September, 1993.

BY THE COURT:

TERRENCE L O'BRIEN

District Judge

STATE OF WYOMING }
Campbell County } S.S.
LOUISE BUNDY, Clerk of the Court, within and for said county and state aforesaid, does hereby certify that the foregoing is a true and complete copy as the same appears on file and of record in this office.
IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed the official seal of said Court, at Gillette, Wyoming, this date.
9-9-93
LOUISE BUNDY
CLERK OF THE DISTRICT COURT, SIXTH JUDICIAL DISTRICT
Darlene Fetters, dep.

ASSIGNMENT AND CONVEYANCE

THIS ASSIGNMENT AND CONVEYANCE made this 17th day of September, 1993, from MARY ETTA BILLINGS, a widow, of 3200 East 12th Street, Casper, WY 82601 (hereinafter referred to as "Assignor"), unto the MARY ETTA BILLINGS REVOCABLE TRUST (hereinafter referred to as "Assignee").

For and in consideration of the sum of Ten Dollars ($10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby assigns and conveys to Assignee the following described property, to wit:

Township 27 North, Range 111 West, 6th P.M.
Sublette County, Wyoming

Section/Qtr.	Well No.	Interest
29: NW/4	Federal No. 10-29	0.5% ORI
29: E/2	Federal 20-29	0.4375% ORI
	Federal 40-29	0.4375% ORI

Together with all improvements thereon and subject to all easements, covenants and restrictions of record.

This Assignment and Conveyance shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

EXECUTED this 17th day of September, 1993.

Mary Etta Billings
MARY ETTA BILLINGS

STATE OF WYOMING)
)
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Mary Etta Billings this 17th day of September, 1993.

Witness my hand and official seal.

MARGO HARLAN SABEE Notary Public
County of Natrona State of Wyoming
My commission expires Jun 29, 1996

Margo Harlan Sabee
Notary Public

My Commission Expires:

243165

FILED Sept. 20, 93 8:50 A
BOOK 102 Misc 50
FEES $ 6.00
SUBLETTE COUNTY, PINEDALE, WYOMING
by Cathy S[redacted]

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE)
)
OF BONNIE BASS,)
)
Deceased.)

PROBATE NO. 1454

FILED

SEP 21 1993

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYOMING

By

ORDER ADMITTING AND CONFIRMING FOREIGN PROBATE

THIS MATTER comes before the Court on the Petition For Ancillary Probate of STEVEN SIMONS. This Petition was filed with the Court on August 6, 1993, and was set down for hearing on September 2, 1993. There were no objections raised to said Petition at said hearing nor have any been filed with the Court in this matter. The Court being fully advised of the facts set out in said Petition For Ancillary Probate, the certified documents filed with the Court in support of said Petition and the premises of said matter, the Court does hereby find as follows:

1. That the decedent, BONNIE BASS died on March 17, 1991, in Los Angeles County, California.

2. That decedent died testate and her Last Will And Testament was admitted to probate on 6/21/91 in the Superior Court of California, Los Angeles County, California.

3. That the decedent, at the time of her death, owned certain real property located in Sublette County, Wyoming, to-wit:

> North ½ of Tract Ten (10), Sheet Nine (9) of the Hoback 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;

4. That the value of said real property, as described above, is less than Seventy Thousand and NO/100 ($70,000.00) Dollars.

5. That an Order Settling Final Report, And For Fees, Extra Tees, Proration Of Taxes, And Final Distribution was duly entered in the California probate on 4/29/93 which complied in full with the terms of decedent's Last Will And Testament.

243207

RECORDED Sept. 21, 1993 4:00 PM
IN BOOK 42 Misc. PAGE 51
FEES $ 28.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Cathy Saxton

6. That the above described Wyoming real property was not specifically mentioned in the California Order Of Final Distribution.

7. That said Order Of Final Distribution provided in pertinent part "Any other property of the decedent hereafter discovered which is not now known should be distributed to the three residuary beneficiaries, AMY LYNN CAPLAN-SMITH, DEBORAH LEIGH CAPLAN SMITH, and LESLIE SUZANNE CAPLAN, who are the decedent's daughters."

8. That the aforedescribed Order Settling Final Report, And For Fees, Extra Fees, Proration Of Tax, And Final Distribution should be admitted to record in this Court and the aforedescribed real property should be distributed to the parties in the portions set out below.

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

1. That the Order Settling Final Report, And For Fees, Extra Fees, Proration Of Tax, And Final Distribution as entered in the original California probate of the above named decedent, as filed herein and as attached hereto as Exhibit "A" is hereby admitted to record in this Court and shall be treated from this time forward as original proceedings in this Court.

2. That the real property described as:

North ½ of Tract Ten (10), Sheet Nine (9) of the Hoback 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;

be and hereby is distributed to the after described persons in equal undivided proportions:

AMY LYNN CAPLAN-SMITH
DEBORAH LEIGH CAPLAN SMITH
LESLIE SUZANNE CAPLAN

DATED this 20th day of September, 1993.

D. TERRY ROGERS
Judge of the District Court

THE STATE OF WYOMING
COUNTY OF SUBLETTE

MARILYN M. JEMMETT, CLERK OF THE NINTH JUDICIAL DISTRICT [illegible] OF SAID COUNTY AND IN THE STATE [illegible] HEREBY CERTIFY THE [illegible] TO BE A TRUE COPY.

KENNETH S. WOLF
BERGER, KAHN, SHAFTON, MOSS,
FIGLER, SIMON & GLADSTONE
4215 Glencoe Avenue, 2nd Floor
Marina del Rey, CA 90292-5634

(213) 821-9000

Attorneys for STEVEN SIMONS,
Administrator With Will Annexed

EXHIBIT A

FILED
APR 29 1993
JAMES H. DEMPSEY, CLERK
BY D. DEARIE, DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Estate of BONNIE BASS, Decedent.	Case No. SP 000 534 ORDER SETTLING FINAL REPORT, AND FOR FEES, EXTRA FEES, PRORATION OF TAX, AND FINAL DISTRIBUTION Date: 4-9-93 Time: 9:30 AM Dept: P

The FINAL REPORT, FEES, EXTRA FEES, PRORATION OF TAX AND FINAL DISTRIBUTION by Petitioner STEVEN SIMONS, Administrator With Will Annexed of the Estate of BONNIE BASS, deceased, came on regularly for hearing on April 9, 1993 at 9:30 AM in Department P of the above Court, the Honorable RICHARD G. HARRIS, Judge Presiding. KENNETH S. WOLF of BERGER, KAHN, SHAFTON, MOSS, FIGLER, SIMON & GLADSTONE, represented Petitioner. The Court, after examining the petition, finds:

A. Notice of hearing has been given as required by law.

B. All allegations of the petition are true.

C. BONNIE BASS died on March 17, 1991, a resident of Los Angeles County, California.

J. All income taxes have been paid.

K. No personal property taxes are due or payable by the estate.

L. Petitioner sold for $23,750.00 the decedent's 25% interest in real property at McKinleyville, CA (Inventory No. 2.2, appraised at $23,750.00), without court supervision pursuant to his authority under the Independent Administration of Estates Act. NOTICE OF PROPOSED ACTION was served on all the beneficiaries; no objection to the proposed action was received.

M. Pursuant to his authority under the INDEPENDENT ADMINISTRATION OF ESTATES ACT (IAEA), Petitioner sold the following personal property:

M.1	1987 MAZDA (Inv. 2.123)		
	Sale price 6-18-92	$5,860.75	
	Inventory value	(9,000.00)	
	Loss on Sale		($ 3,139.25)
M.2	Securities (Inv. 2.3 through 2.85, 2.87 through 2.89)		
	Sale price 10-6-92	$214,368.09	
	Inventory value	(204,181.70)	
	Gain on Sale		$10,186.39

N. The report covers the period from the date of decedent's death (March 17, 1991) through March 15, 1993. All the residuary beneficiaries waived an accounting.

O. A reserve of $10,000.00 should be set aside for preparation of final income tax returns, any additional estate taxes, and closing costs.

P. Pursuant to the order of this court made on February 26, 1993, a preliminary distribution of $30,000 each was made to the three residuary beneficiaries, AMY LYNN CAPLAN-SMITH, DEBORAH LEIGH CAPLAN SMITH, and LESLIE SUZANNE CAPLAN, who are the decedent's daughters, for a total of $90,000.00. Said

distribution carried out distributable net income for the fiscal year ending February 28, 1993.

Q. Said residuary beneficiaries have loaned the $90,000.00 back to the Estate in order to meet projected cash needs for distribution and payments of fees, commissions, and the reserve requested. Without said loan, the estate, although solvent, would have insufficient cash to meet these obligation; it would then be forced to either liquidate assets or encumber real property, neither of which options were acceptable to the residual beneficiaries.

IT IS THEREFORE ORDERED:

1. Administration shall be brought to a close;

2. The final report is approved as filed, and all acts of Petitioner as Administrator With Will Annexed are ratified;

3. Petitioner is allowed statutory compensation for his services as Administrator With Will Annexed of $24,400.94;

4. Petitioner is ordered to pay to BERGER, KAHN, SHAFTON, MOSS, FIGLER, SIMON & GLADSTONE statutory attorneys' fees of $24,400.94, and the additional sum of $13,250.00, for a total of $37,650.94;

5. The property on hand as of March 15, 1993 is the following:

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ESTATE OF ANNIE ASS; PROPERTY ON HAND 3-15-93

Cash

BANK OF SAN DIEGO, La Costa, CA	$ 5,660.99	
PAINEWEBBER, Los Angeles, CA	$ 70,721.02	
Total Cash		$ 76,382.01*

Property Other Than Cash

Inv. No.	Description	Appraised Value
2.1	Decedent's residence located at 2937 Motor Avenue Los Angeles, CA 90064 in the City of Los Angeles, County of Los Angeles, State of California, described as: Lot 21 in Block 9 of Tract 9264, in the City of Los Angeles, State of California, as per map recorded in Book 98 Pages 63 to 76 inclusive of maps, in the office of the County Recorder of said county Assessor's Parcel No. 4318 030 020	585,000.00

Promissory Notes

2.92	ROWLAND ("ROY") LO BIANCO, dba Many Horses Gallery, Palm Springs, CA Promissory note, SECURED BY personal property consisting of Indian pottery and jewelry	5,000.00

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* See Paragraph Q above regarding the loan back to the estate by the three residuary beneficiaries of the preliminary distribution of $90,000.00.

ESTATE OF BONNIE BASS; PROPERTY ON HAND 3-15-93
Property Other Than Cash, cont.

Inv. No.	Description	Appraised Value
	Promissory Notes	
2.93	SOOK HEE PAK and HYOUNG MAN PAK Decedent's 20% interest in: Promissory note dated 6-14-73 for $111,500, payable in monthly payments of $750.00, principal and interest at 7-1/2%, due July 10, 1995 Balance shown is as of 3-10-93 SECURED BY deed of trust recorded in Los Angeles County, CA on 7-10-73 as document number 409 in Book T8326 Page 984, covering real property in the City of Los Angeles, County of Los Angeles, State of California, located at: 1134 Menlo Avenue, Los Angeles, CA 90006-3447 [So 1/2 of Lot 148 - APN #5076-010-012] and 1140 Menlo Avenue, Los Angeles, CA 90006-3451 [No 1/2 of Lot 150 - APN #5076-010-014] described as: The South one-half (1/2) of Lot 148 and the North one-half (1/2) of Lot 150 of Clark and Bryan's Westmoreland Place as per map recorded in Book 6, Page 110 of Maps, in the office of the County Recorder of said County.	12,425.68
	Real Estate Partnerships	
2.95	CHIP #1, LTD. 10% limited partnership interest	64,480.00
2.96	FILLMORE PLACE LIMITED PARTNERSHIP 1/2 of 1/3 limited partnership interest	0.00

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ESTATE OF BONNIE BASS; PROPERTY ON HAND 3-15-93
Property Other Than Cash, cont.

Inv. No.	Description	Appraised Value

Tangible Personal Property

	Will	Bene	Description	
2.97	D.4	Amy	Platinum and diamond ring which belonged to decedent's grandmother	1,392.00
2.98	D.4	"	Diamond bracelet	1,900.00
2.99	D.4	"	Diamond earrings	580.00
2.100	D.4	"	Frank Howell, 3 lithographs: "Wind Woman", "Summer Storm", "Cloud Dancer" (named in will as "Triplet")	300.00
2.104	D.4	"	Italian gold necklace	675.00
2.105	D.5	Deborah	Ruby ring	375.00
2.106	D.5	"	Sapphire ring	1,750.00
2.107	D.5	"	Sapphire and diamond bracelet	1,470.00
2.107A	D.5	"	Sapphire and diamond necklace	6,120.00
2.110	D.5	Deborah	Mary Cassat dry point	2,500.00
2.111	D.5	"	Smira oil painting	400.00
2.112	D.5	"	Pearl earrings	475.00

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ESTATE OF BONNIE BASS; PROPERTY ON HAND 3-15-93
Property Other Than Cash, cont.

Tangible Personal Property, cont.

Inv. No.	Will	Bene	Description	Appraised Value
2.115	D.6	Leslie	Antique garnet necklace, bracelet and earrings	1,250.00
2.116	D.6	"	Pearls (necklace)	2,650.00
2.117	D.6	"	Coral and pearl ring (named in will as "cameo ring")	250.00
2.118	D.6	"	Bronze, "Blessing the First Born" by Tracy Beeler Brinkman	1,500.00
2.119	D.6	"	Colored lithograph on paper: "The Embrace" by Aldo Luongo (named in will as a bronze, "Young Lovers" by Aldo Luango)	75.00
2.120	D.8	Amy	Gold ring with 1-carat diamond which slides	1,925.00
2.121	D.8	Deborah and Leslie	Diamonds in "V"-shaped ring	1,150.00
2.122	All the rest of decedent's jewelry, clothing, artwork, and other tangible things of a personal nature Bequeathed in Paragraph G of decedent's will to decedent's three daughters in equal shares			2,500.00
	TOTAL PROPERTY OTHER THAN CASH:			$696,142.68
	TOTAL PROPERTY ON HAND 3-15-93			$772,524.69

6. Petitioner is authorized to deduct from the shares of the persons against whom estate taxes are prorated the amounts shown in Paragraph I above.

7. Petitioner is ordered to set aside a reserve for preparation of income tax returns, any additional estate taxes, and closing costs of $10,000.00.

8. After payment of commissions and fees, and setting aside a reserve, the remaining assets on hand in the estate shall be distributed to the beneficiaries as follows:

PHILIP S. WISE

Article D1	New Mexico real property			
	a. Distributed through New Mexico ancillary administration			0.00
	b. Excess expenses paid by estate over income rec'd by estate			
	Rental income	1,207.74		
	Mortgage expense	(9,135.30)		
	Excess			(7,927.56)
Article L	Reimburse down payment (This amount was treated as a debt, pursuant to language in the Article, and paid to Mr. Wise on 11-20-92 in amount of $15,000.)			0.00
Article D.2	McKinley real property (Inv. 2.2) Net proceeds of sale			1,735.40
Article D.3	Specific bequest of cash			25,000.00
Article K	SIFE Account #22393.1 equivalent			46,777.65
Total to PHILIP S. WISE				65,585.49
Less prorated estate tax				(13,241.94)
NET DISTRIBUTIVE SHARE				52,343.55*

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* plus interest at 7% from 3-17-92

RUTH SIMONS

Article F, Cash	$ 20,000.00	
Less: prorated estate tax	(3,512.19)	
NET DISTRIBUTIVE SHARE		$16,487.81*

AMY LYNN CAPLAN SMITH

Articles D.4, D.8 - tangible pers. prop.**		$ 6,772.00***
Plus tax adjustment from DEBORAH		375.94
Article H		One-third residue

DEBORAH LEIGH CAPLAN SMITH

Articles D.5, D.8 - tangible pers. prop.**		$13,665.00***
Less tax adjustment to AMY and LESLIE		(834.63)
Article H		One-third residue

LESLIE SUZANNE CAPLAN

Articles D.6, D.89 - tangible pers. prop.**		$ 6,300.00***
Plus tax adjustment from DEBORAH		458.69
Article H		One-third residue

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* plus interest at 7% from 3-17-92

** See Paragraph 5, Property on Hand, above, for specific items

*** Since specific bequests to AMY, DEBORAH and LESLIE are tangible personal property, the tax proration adjustment will come from their residual shares. The total tax proration on these three specific bequests is $4,695.28, or $1,565.09 for each. Therefore, DEBORAH owes Amy $375.94 and owes LESLIE $458.69 to reimburse for her greater, unequal, share of tax.

9. Any other property of the decedent hereafter discovered which is not now known should be distributed to the three residuary beneficiaries, AMY LYNN CAPLAN-SMITH, DEBORAH LEIGH CAPLAN SMITH, and LESLIE SUZANNE CAPLAN, who are the decedent's daughters.

Dated: 4/29, 1993

RICHARD G. HARRIS
Judge of the Superior Court

243244

RECORDED [redacted]
IN BOOK 62 MISC 4 & 5 PAGE 63
FEES $ 12.00 Mary A. Jensen COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

STATE OF WYOMING) by Bethany A. Lebkuecher IN THE DISTRICT COURT
) ss.
COUNTY OF SUBLETTE) NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE)
) PROBATE NO. 1448
OF ELAYNE T. SALAN,)
)
Deceased.)

ORDER ADMITTING AND CONFIRMING FOREIGN PROBATE

THIS MATTER comes before the Court on the Petition For Ancillary Probate of IRVING SALAN. This Petition was filed with the Court on June 4, 1993, and was set down for hearing on July 1, 1993. There were no objections raised to said Petition at said hearing nor have any been filed with the Court in this matter. The Court being fully advised of the facts set out in said Petition For Ancillary Probate, the certified documents filed with the Court in support of said Petition and the premises of said matter, the Court does hereby find as follows:

1. That the decedent, ELAYNE T. SALAN died on 2/24/91 in Grafton County, New Hampshire.

2. That decedent died testate and her Last Will And Testament was admitted to probate on 11/21/91 in the Court of Probate for Grafton County, New Hampshire.

3. That the decedent, at the time of her death, owned certain real property located in Sublette County, Wyoming, to-wit:

> An undivided one-half (½) interest in and to the following described real property:
> Lots Forty-Eight (48), Forty Nine (49) and Fifty-Five (55) of the Redstone Warren Bridge 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;

4. That the value of said real property, as described above, is less than Seventy Thousand and NO/100 ($70,000.00) Dollars.

FILED
BY: [signature]
JUL 8 1993
MARY A. M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYO

5. That a Decree Of Distribution was duly entered in the New Hampshire probate which complied in full with the terms of decedent's Last Will And Testament.

6. That said Decree Of Distribution provided that the sole distributees of the estate of the decedent were ERVENE C. SALAN and JEFFRY SALAN. Under the terms of decedent's Last Will And Testament, the Sublette County property described above would have been distributed to said distributees equally.

7. That the aforedescribed Decree Of Distribution should be admitted to record in this Court and the aforedescribed real property should be distributed to the parties in the portions set out below.

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

1. That the Decree Of Distribution as entered in the original New Hampshire probate of the above named decedent, as filed herein and as attached hereto as Exhibit "A" is hereby admitted to record in this Court and shall be treated from this time forward as original proceedings in this Court.

2. That the real property described as:

An undivided one-half (½) interest in and to the real property described as follows:

Lots Forty-Eight (48), Forty Nine (49) and Fifty-Five (55) of the Redstone Warren Bridge 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;

be and hereby is distributed to the after described persons in the proportions.

ERVENE C. SALAN

JEFFRY SALAN

DATED this 6th day of July 1993.

D. TERRY ROGERS
Judge of the District Court

CERTIFICATE OF SERVICE:
This is to certify that a copy of the foregoing was duly served by pre-paid mail upon all counsel of record at their last known address this 8th day of July 1993
By Dawn Fenn
Ralph Ed Wood
Irving Salan

THE STATE OF WYOMING
COUNTY OF SUBLETTE 8:23:93

MARILYN M. JENSEN, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND IN THE STATE AFORESAID DO HEREBY CERTIFY THE FOREGOING TO BE A FULL, TRUE AND COMPLETE COPY.
SIGNED Marilyn M. Jensen
By Deputy

EXHIBIT

A

THE STATE OF NEW HAMPSHIRE

DECREE OF DISTRIBUTION

GRAFTON, SS. COURT OF PROBATE

THE ESTATE OF ELAYNE T. SALAN
DOCKET NO: 91-441

At a Court of Probate held at Haverhill in said County on the 20th day of October, 1992.

WHEREAS, Irving Salan, executor of the Estate of Elayne T. Salan, has settled his account of the administration of said Estate, whereupon a balance of Eighty Eight Thousand Four Hundred Twenty Five Dollars ($88,425) was found in his hands, consisting of a one-half undivided interest in real property located on Paine Road, Easton, New Hampshire, and of a one-half undivided interest in certain items of furniture and furnishings located in said real property, as more particularly described on the attached Schedule A; and

WHEREAS, it appears that Ervene C. Salan, daughter, of Howe Hill Road, Benton, NH 03785, and Jeffrey Salan, son, of 15 Iroquois Trail, Ormond Beach, FL 32176, are the sole heirs of said Estate and by the laws of the State of New Hampshire are entitled to said balance.

THEREFORE, it is decreed that an undivided one-half interest in said balance and any after discovered property be distributed to each of the above-named individuals as tenants in common.

Judge of Probate

16

SCHEDULE A

Real Estate

Paine Road, Easton, NH (One-half undivided interest) Warranty deed from C. Marte Colton and Katherine K. Colton to Irving Salan and Elayne Salan, dated August 19, 1983 and recorded in Liber 1480, Folio 297 of Grafton County Registry of Deeds	$75,252.50

Personal Estate

Living Room Furniture	$ 4,425.00
Den Furniture	2,189.50
Bedroom Furniture	2,958.00
Miscellaneous Furniture	850.00
Refrigerator, range, dishwasher, etc.	1,175.00
Clothes washer/dryer	500.00
Carpeting	1,075.00
TOTAL	$13,172.50

[redacted]70

Sept 24, 93, 3:00p.m.
62 Misc 67
8.00
SUBLETTE COUNTY CLERK
by Cathy Saxton

O#200152 - BROD, OLIVE (a/k/a Adele Brod Baker - Deceased)
RET - 0669147
TIP TOP NUGGET A-B TR 37
SUBLETTE COUNTY, WYOMING

AFFIDAVIT OF HEIRSHIP AND MARITAL HISTORY

D.O. # _____
DATE March 29, 1993

Pertaining to Olive Brod Deceased

Social Security # 533-18-6960

Date of Death 6-9-87 Age _____ domiciled in Riverside County California State.

I, Scotty D. Hill, of lawful age, being first duly sworn, upon my oath depose and say:

[redacted]

I [redacted] state that [redacted] the following statements and answers [redacted] are true and correct:
I am Public Administrator of Riverside County, and the Successor Administrator of the Estate of Olive Brod, Deceased, and the statements and answers which follow are based upon my personal knowledge derived from my acting in that capacity only.

1 — Did the decedent leave a will? ☐ Yes ☒ No If so, please furnish a photocopy.

2 — If so, has the will been admitted to probate? ☐ Yes ☐ No

Admitted in _____ County _____ State

3 — Has a representative been appointed for the estate of the decedent? ☒ Yes ☐ No

Appointed in Riverside County California State

4 — If so, give the name and address of the representative:

Name Scotty D. Hill, Public Administrator Address 1420 Citrus Avenue, Riverside, CA 92507

5 — Give the name and address of the surviving spouse of decedent and date of marriage:

☒ NA Date _____

Name _____ Address _____

6 — If decedent was married more than once, complete the following: ☐ NA Unknown to Me

	Name	Date of Marriage	Date of Death/Divorce
A			
B			
C			

7 — Please list all SURVIVING children including formally adopted children of decedent: (attach additional sheets if necessary.) ☒ NA

	Complete Name of Child	Date of Birth	Name of Spouse	Complete Address
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

- OVER -

Lolo A

6 of 8

8 — Please list each DECEASED child of the decedent: [X] NA

	Name of Child	Date of Birth	Date of Death	Surviving Spouse	Name of Representative of Estate
1.					
2.					
3.					

9 — Please list children of any deceased son or daughter of decedent: [X] NA

	Name of Child	Date of Birth	If Dec'd Date/Death	Complete Address	Father & Mother
1.					
2.					
3.					

10 — If decedent left no children or grandchildren please list all information concerning the father, mother, brothers and sisters: [ ] NA

	Name	Relationship	Age	Date of Death	Address if Living
1.	Adele Brod Baker	Sister	87	3/13/89	
2.					
3.					
4.					
5.					
6.					

11 — Please list children of any deceased brother or sister of decedent: [X] NA

	Name of Child	Date of Birth	Date of Death	Address	Name of Father & Mother
1.					
2.					
3.					
4.					

12 — The states of Texas, California, New Mexico and Louisiana are community property states. If decedent owned property in any or all, please state if such was community or seperate property; or if such was held in Life Estate. [ ] NA

[ ] Community [X] Separate [ ] Life Estate

13 — Have all Federal Estate and State Inheritance taxes owing by decedent's estate been paid? Is so, indicate offices to which taxes paid or furnish tax certificates. No federal estate tax return has been filed because the estate is not sufficient to require such return and no federal estate tax is due or payable

Scotty D. Hill

SCOTTY D. HILL, (Affiant's Signature) Successor Administrator of the Estate of OLIVE BROD, Deceased

Subscribed and sworn to before me this 29th day of March, 19 93

Nan Crider

Notary Public in and for

Riverside County, California

NAN CRIDER
Comm #987053
NOTARY PUBLIC CALIFORNIA
RIVERSIDE COUNTY
Comm. Expires March 7 1997

My commission expires MARCH 7, 1997

"NA DENOTES NOT APPLICABLE
ALL QUESTIONS MUST BE COMPLETED

[redacted] [redacted] [redacted]

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
COUNTY OF SUBLETTE)

I, MICHAEL L. MINEAR, OF JACKSON, WYOMING, DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM FIELD NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME, DURING JUNE AND AUGUST, 1993; THAT THIS MAP CORRECTLY SHOWS THE RESULTS OF SAID SURVEY AND THAT THE MONUMENTS FOUND OR SET ARE AS SHOWN.

Michael L. Minear
Date 9/23/93
WYOMING

MICHAEL L. MINEAR, WYOMING REGISTRATION NO. 4269

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MICHAEL L MINEAR THIS 23rd DAY OF September 1993.
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

3/8/96
MY COMMISSION EXPIRES:

MICHAEL J. QUINN
NOTARY PUBLIC
SUBLETTE COUNTY, WYOMING
MARCH 8, 1996

200 300 Feet

= 100'

243357
RECORDED Sept 28, 1993 2:10PM
IN BOOK 102 Misc. PAGE 167
FEES $ COUNTY CLERK
SUBLETTE COUNTY CLERK
by Cathy Saxton

MAP OF SURVEY
NW1/4SE1/4 NE1/4, SECTION 2
T33N, R110W
PINEDALE SAN #2 LANDFILL

N89°42'33"E
2,374.48'

TRACT 4

35.9414 ACRES

N0°13'51"W
648.06'

N89°42'33"E
2,457.22'

TRACT 5

35.9414 ACRES

N0°13'51"W
626.94'

N89°42'33"E
2,537.26'

TRACT 6

35.9414 ACRES

N0°13'50"W
604.32'

N89°46'49"E
2,655.60'

SE COR.
SEC.35
T.37N.,R.110N

SCALE : 1" = 200'

243368

RECORDED September 30 1993 9:10 AM
BOOK 62 MISC PAGE 68
FEES. $25.00
SUBLETTE COUNTY PINEDALE WYOMING
by Bethany A. Walker

SURVEYOR'S CERTIFICATE

CE , WYOMING P.L.S. NO. 375 , DO HEREBY CERTIFY
JCT AN ACTUAL FIELD SURVEY , AND THAT THE
H SURVEY ARE - TO THE BEST OF MY
BELIEF - ACCURATELY SHOWN UPON THIS MAP.

Professional Land Surveyor
ALLEN W. MACE
3/5
WYOMING 5713

EXHIBIT "A".

SECTION 35, T. 37 N. , R. 110 W.
6TH P.M., SUBLETTE COUNTY, WYOMING

ALLEN W. MACE, P.L.S.
P.O. BOX 400 ~ (307) 326-5307
SARATOGA, WY 82331

PROJECT NO: 204JA3-1190
SURVEYED BY: AWM,RHG,JJW
DRAWN BY: M. B. EVANS
CHECKED BY: A. W. MACE
DATE: 8/13/93 SCALE: 1"=200'

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 30th day of September, 1993, by and between **DOROTHY B. WINTERHOLLER,** a married woman dealing in her sole and separate property, **BERNIECE B. DESPAIN,** a married woman dealing in her sole and separate property, **J. MELVIN BURNHAM,** a married man dealing in his sole and separate property, and **ADA L. BURNHAM,** a single woman, as Sellers, and **JAMES W. KARCZEWSKI** and **KATHLEEN SALLADE-KARCZEWSKI,** husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, **d/b/a FRONTIER PHARMACY SERVICES,** as Buyers. The Sellers did agree to sell and the Buyers did agree to purchase a certain tract of real property located in Sublette County, Wyoming, described as follows:

> Lot Sixteen (16), Block Three (3) of the W. G. Heitz Original Townsite 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 1102 W. Spruce, Rawlins, WY 82301.

There are many other covenants in the original Contract For Sale. Each party has a copy of said Contract.

DATED this 21 day of Sept, 1993.

Sellers:

Dorothy B. Winterholler
DOROTHY B. WINTERHOLLER

Berniece B. Despain
BERNIECE B. DESPAIN

J. Melvin Burnham
J. MELVIN BURNHAM

Ada L. Burnham
ADA L. BURNHAM

243372

RECORDED Sept. 30, 1993 11:30AM
IN BOOK 62 Misc. PAGE 69
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Cathy Saxton

DATED this 9th day of September, 1993.

Buyers:

JAMES W. KARCZEWSKI, d/b/a
FRONTIER PHARMACY SERVICES

KATHLEEN SALLADE-KARCZEWSKI, d/b/a
FRONTIER PHARMACY SERVICES

I, CARL VICTOR WINTERHOLLER, husband of DOROTHY B. WINTERHOLLER, hereby waive any and all homestead rights in and to the above described real property under the laws of the State of Wyoming, to-wit:

CARL VICTOR WINTERHOLLER

I, IVAL J. DESPAIN, husband of BERNIECE B. DESPAIN, hereby waive any and all homestead rights in and to the above described real property under the laws of the State of Wyoming, to-wit:

IVAL J. DESPAIN

I, JEAN D. BURNHAM, wife of J. MELVIN BURNHAM, hereby waive any and all homestead rights in and to the above described real property under the laws of the State of Wyoming, to-wit:

JEAN D. BURNHAM

STATE OF Wyo)
) ss.
COUNTY OF Big Horn)

The foregoing **Memorandum Of Agreement** was acknowledged before me by DOROTHY B. WINTERHOLLER and CARL VICTOR WINTERHOLLER, this 21 day of Sept, 1993.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

Phil C. Reasch
Notary Public
County of
Big Horn
State of
Wyoming
My Commission Expires 1/16/96

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

The foregoing **Memorandum Of Agreement** was acknowledged before me by BERNIECE B. DESPAIN and IVAL J. DESPAIN, this 23rd day of Sept, 1993.

WITNESS my hand and official seal.

Notary Public
KEVIN T COOK
1053 South 1000 West
Syracuse, Utah 84075
My Commission Expires
September 14, 1995
State of Utah

Kevin T. Cook
NOTARY PUBLIC

My Commission Expires: 9-14-95

STATE OF Utah)
) ss.
COUNTY OF Utah)

The foregoing **Memorandum Of Agreement** was acknowledged before me by J. MELVIN BURNHAM and JEAN D. BURNHAM, this 22nd day of September, 1993.

WITNESS my hand and official seal.

NOTARY PUBLIC
JAMIE L. HAYWARD
48 North University Avenue
Provo Utah 84601
My Commission Expires
November 17, 1996
STATE OF UTAH

Jamie L. Hayward
NOTARY PUBLIC

My Commission Expires:

STATE OF Wyo)
) ss.
COUNTY OF Big Horn)

The foregoing **Memorandum Of Agreement** was acknowledged before me by ADA L. BURNHAM, this 21 day of Sept, 1993.

WITNESS my hand and official seal.

Phil C. Reasch
NOTARY PUBLIC

My Commission Expires:

Phil C. Reasch
County of
Big Horn
Notary Public
State of
Wyoming
My Commission Expires 4/16/96

STATE OF Wyoming)
) ss.
COUNTY OF Carbon)

The foregoing **Memorandum Of Agreement** was acknowledged before me by JAMES W. KARCZEWSKI and KATHLEEN SALLADE-KARCZEWSKI, d/b/a FRONTIER PHARMACY SERVICES, this 29th day of September, 1993.

WITNESS my hand and official seal.

NOTARY PUBLIC

State of Wyoming

My Commission Expires:

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

WITHIN AND FOR SWEETWATER COUNTY, WYOMING

In the Matter of the Estate of ELIZABETH M. PANDALIS, Deceased.	)	Probate No. P-90-110

FILED

FEB 10 1993

J-37-576-578

JOHN STACEY CLERK OF DISTRICT COURT

DEPUTY

ORDER APPROVING FINAL REPORT AND ACCOUNTING, AND DECREE OF DISTRIBUTION

THIS MATTER having come before the Court this day upon the Final Report, Accounting and Petition for Distribution of the Personal Representative, and the Court, having examined said Final Report, Accounting and Petition for Distribution and having examined the Waiver of Notice and Consent to Approval of Final Report, as duly executed by the distributees of the above-captioned estate and presented to the Court at this time, the Court finds that it has full and complete jurisdiction over the subject matter and all interested parties, and, therefore, this matter ought to proceed on to final hearing and determination on the merits.

This matter proceeding on to final hearing and determination, the Court specifically finds that each and all of the statements made in the said Final Report, Accounting and Petition for Distribution are true and correct, that no accounting is required for this estate since the Personal Representative, in his capacity as sole distributee of this estate, has 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 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, Accounting and Petition for Distribution, and all doings of the Personal Representation in the premises, and decree ought to be entered providing for the full and final distribution of this estate, and the closing thereof.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Final Report, Accounting and Petition for Distribution be, and the same is hereby, 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.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Personal Representative shall proceed to make final distribution of all assets of this estate now in his hands as follows:

To Mary Mae Green, the player piano and rolls, the china cabinet and its contents, and the cedar chest.

To Andrew G. Pandalis, a 50% share in the real property located in Pinedale, Sublette County, Wyoming, described as Lots 27, 28 and 29, in Block 5, of the Shelter Park Subdivision to Sublette County, Wyoming, together with all improvements thereon.

To Phillip Andrew Pandalis, a 50% share in the real property located in Pinedale, Sublette County, Wyoming, described as Lots 27, 28 and 29, in Block 5, of the Shelter Park Subdivision to Sublette County, Wyoming, together with all improvements thereon.

243377

RECORDED Sept. 30, 1993 2:15 PM
BOOK 142 Misc. 4 PAGE 73
FEES 10.00 CX COUNTY CLERK
SWEETWATER COUNTY CLERK

by Cathy Saxton

576

73

To John E. Pandalis, all right, title and interest in that partnership now carried on and conducted by the firm name of the Pandalis Estate, and all of the personal or real assets thereof, including but not limited to, all the real property, personal property, cash and capital account in said partnership, said real property being more particularly described as follows:

A tract of land lying south of Lot Numbered One (1), in Block Numbered Seven (7), in the North Addition to Rock Springs, Sweetwater County, Wyoming, which is particularly described as follows:

Beginning at a point which is South 22 degrees 48' East a distance of 25 feet from the southeast corner of said Lot 1; thence South 67 degrees 12' West a distance of 56.22 feet; thence North 19 degrees 51' West a distance of 19.76 feet; thence North 69 degrees 33'31" East a distance of 55.25 feet; thence South 22 degrees 48' East a distance of 17.46 feet, along K Street, to the point of beginning. (Also sometimes hereinbefore less completely described as a certain tract of land lying south of Lot One (1), in Block Seven (7), North Addition to Rock Springs, Sweetwater County, Wyoming, particularly described as beginning at a point South 22 degrees 48' East, 25 feet from the southeast corner of said Lot One (1), and running southwesterly 56.22 feet; thence northwesterly 19.76 feet; thence northeasterly 55.25 feet; thence South 22 degrees 48' East, 17.46 feet along K Street, to point of beginning.)

Also to John E. Pandalis, a tract of land in Rock Springs, Sweetwater County, Wyoming, which is particularly described as follows:

Beginning at a point which is South 22 degrees 48' East a distance of 25 feet from the southeast corner of Lot Numbered One (1), in Block Numbered Seven (7), in the North Addition to Rock Springs, Sweetwater County, Wyoming; thence South 67 degrees 12' West a distance of 63 feet; thence South 22 degrees 48' East a distance of 28 feet; thence North 67 degrees 12' East a distance of 63 feet; thence North 22 degrees 48' West a distance of 28 feet, to the point of beginning, containing 1,764 square feet, more or less.

Also to John E. Pandalis, a tract of land in Rock Springs, Sweetwater County, Wyoming, which is particularly described as follows:

Beginning at a point which is the southwest corner of Lot Numbered Two (2), in Block Numbered Seven (7), in the North Addition to Rock Springs, Sweetwater County, Wyoming; thence South 67 degrees 12' West a distance of 58.5 feet; thence South 33 degrees 18-1/2' East a distance of 89.5 feet; thence North 67 degrees 12' East a distance of 69.18 feet; thence North 22 degrees 48' West a distance of 28 feet; thence South 67 degrees 12' West a distance of 27 feet; thence North 22 degrees 48' West a distance of 60 feet, to the point of beginning, containing 5,186.14 square feet, more or less,

Together with all improvements located on all of the above-described real property and all easements and appurtenances belonging or appertaining thereto; and furniture and furnishings locate din the improvements situated on the above-described land.

To John E. Pandalis, all of the rest, residue and remainder of the estate, real, personal and mixed, of whatsoever kind and wheresoever situate, including but not limited to that located at 625 Euclid, 627 Euclid, 116 L Street, 118 L Street and 118-1/2 L Street, Rock Springs, Sweetwater County, Wyoming.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED 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 19th day of February, 1993.

DISTRICT COURT 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 2-23 1993

MARIE STACEY, Clerk of the District Court
County of Sweetwater
State of Wyoming

By _____ Deputy

P. O. Box 270
Gatlinburg, TN 37738
(615) 436-3993

76

RECORDED Sept. 30, 1993 3:25 PM
IN BOOK 102 Misc. PAGE 76
FEES 52.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
by Cathy Sexton

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF SEVIER

Before me, the undersigned notary public in and for the State and County aforesaid, personally appeared HELEN YVONNE PARKER McPECK, an adult, personally known to me, who, after being duly sworn and cautioned, stated on oath as follows:

1. That I am the daughter of MARY E. RENSHAW (sometimes known as Mary Howell Renshaw and formerly known as Mary E. King).

2. That MARY E. RENSHAW (hereinafter sometimes referred to as the Decedent) died a resident of Sevier County, Tennessee, on May 21, 1990

3. That at the time of her death, MARY E. RENSHAW was the owner of certain real properties situated in Sublette County, Wyoming, and consisting of oil, gas, mineral and accompanying royalty interests as the same are more particularly described and referred to in the deed from the undersigned affiant being recorded simultaneously with this affidavit.

4. That the Decedent left a Last Will and Testament dated May 3, 1990 which was duly admitted to probate in the Sevier County, Tennessee Probate Court on June 14, 1990 as recorded in Will Book 15, Pages 390 through 394 in the office of the Clerk of the County Court for Sevier County, Tennessee; and that the undersigned affiant, Helen Yvonne Parker McPeck, was duly appointed as Executrix of the Estate of MARY E. RENSHAW. Exemplified copies of the Last Will and Testament of MARY E. RENSHAW, Order admitting said Will to probate and Letters Testamentary issued to the undersigned affiant are attached hereto as composite EXHIBIT "A".

5. That pursuant to the terms of Article IV of said will, MARY E. RENSHAW devised and bequeathed the residue of her estate, to the Trustee of THE MARY E. RENSHAW REVOCABLE TRUST under instrument dated May 3, 1990, a certified copy of which is attached hereto as EXHIBIT "B". Pursuant to the provisions of Subsection 10.2 of said Trust, the undersigned Helen Yvonne Parker McPeck became the sole Trustee of said Trust upon the death of MARY E. RENSHAW.

6. In accordance with Subsection 5.1 of said Trust, all of the oil, gas and royalty interests owned by MARY E. RENSHAW were to be distributed by the Trustee in equal shares to the five (5) children of MARY E. RENSHAW, to-wit: Martha Esther Parker Farwell, Mary Cecile Parker Morgan, Joyce Elaine Parker Brock, Carol Frances Parker Maechler and Helen Yvonne Parker McPeck. Subsection 5.1(f) of said Trust further provided that in the event any of said children should predecease such distribution, her share shall be allocated and distributed equally to the then living descendants of said deceased child; provided that, in the event any of said lineal descendants of a deceased child had not attained the age of 25, their share was to remain in the Trust pursuant to Section 6 of the Trust until such child attained age 25.

7. The Decedent's daughter, Martha Esther Parker Farwell, died on July 19, 1991, prior to the distribution to her of the oil and gas interests as provided in Subsection 5.1 of the Trust. At the time of her death the said Martha Esther Parker Farwell was survived by four (4) children, all under the age of 25, to-wit: Richard Bates Farwell, Robynn Clarice Farwell, Esther Renee Farwell, and Richard Gary Farwell, Jr. In accordance with Subsection 5.1 (f) and Section 6 of said Trust, the one-fifth (1/5th) share in said oil and gas properties that would have been distributed to Martha Esther Parker Farwell is to be held in Trust with the undersigned affiant as sole Trustee.

8. That any and all State and Federal Estate and Inheritances taxes due with respect to the Estate of MARY E. RENSHAW have been paid in full as evidenced by a copy of the Estate Tax Closing Letter attached hereto as EXHIBIT "C".

9. That in accordance with the terms and provisions of the Decedent's will and the Trust referred to above, appropriate Transfer Orders have been executed and recorded dividing the interest in the proceeds from the oil, gas and mineral interests previously owned by MARY E. RENSHAW among the above-named beneficiaries and the undersigned affiant, as the duly appointed Executrix of the Estate of MARY E. RENSHAW and as the sole Trustee of The Mary E. Renshaw Revocable Trust under instrument dated May 3, 1990, has this date executed an appropriate deed transferring and conveying all of said interests as follows:

One-fifth (1/5th) to Helen Yvonne Parker McPeck (a/k/a Helen Y. McPeck) as Trustee of the Mary E. Renshaw Trust dated May 3, 1990;

One-fifth (1/5th) to Mary Cecile Parker Morgan (a/k/a Cecile Parker Morgan);

One-fifth (1/5th) to Joyce Elaine Parker Brock (a/k/a Joyce Parker Brock;

One-fifth (1/5th) to Carol Frances Parker Maechler (a/k/a Carol Parker Maechler; and

One-fifth (1/5th) to Helen Yvonne Parker McPeck (a/k/a Yvonne Parker McPeck).

10. Further affiant saith not.

Helen Yvonne Parker McPeck
HELEN YVONNE PARKER McPECK

SWORN TO AND SUBSCRIBED BEFORE ME THIS 23 DAY OF SEPT., 1993.

Philip Nemeth
NOTARY PUBLIC, STATE OF TENNESSEE AT LARGE

MY COMMISSION EXPIRES: 4-21-97

CERTIFIED COPY OF EXECUTOR'S APPOINTMENT Form 38K McQUIDDY PRINTING CO., Nashville, Tenn.

State of Tennessee, SEVIER County

BE IT REMEMBERED, That a County Court was begun and held at the Courthouse in the town of Sevierville for Sevier County and State of Tennessee on the First Monday in June, 19 90 it being the 14th day of said month and of the American Independence the 213 year, present and presiding in said Court Hon. Charles S. Sexton, Judge, etc.

s/s Don Ogle, Sheriff. s/s Joe T. Keener, II, Clerk.

When the following proceedings were had:

State of Tennessee, Sevier County

KNOW ALL MEN BY THESE PRESENTS: That we, HELEN YVONNE PARKER MCPEEK

, obligate and bind ourselves to the State of Tennessee in the penal sum of NO BOND DOLLARS.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the above-bound HELEN YVONNE PARKER MCPEEK has been appointed by the County Court of SEVIER County, State of Tennessee, execut RIX of the will of MARY E. RENSHAW, deceased:

Now, if the said HELEN YVONNE PARKER MCPEEK shall well and truly as such execut RIX perform all the duties which are now or may hereafter be required of him by law, this obligation shall be void; otherwise to remain in full force and virtue.

Witness our hands this the 14 day of JUNE 19 90

s/s Helen Yvonne Parker McPeek (Principal.)

(Surety.)

(Surety.)

(Surety.)

Signed and acknowledged by the principal and sureties before me, this 14 day of June, 19 90

s/s Joe T. Keener, II, Clerk.

Approved, this 14 day of June, 19 90

s/s Charles S. Sexton

County Judge or Chairman.

State of Tennessee, Sevier County

To Helen Yvonne Parker McPeek, a Citizen of Sevier County:

It appearing to the satisfaction of the County Court of said County that MARY E. RENSHAW has died, leaving a will in which you are appointed execut., and said will having been duly proven in open Court, and you having given bond and qualified according to law, and it being ordered that Letters Testamentary issue to you:

These are, therefore, to empower you to enter upon the execution of said will and take into your possession all the property of the estate of said MARY E. RENSHAW, deceased, and make a true inventory thereof and return the same to the next term of our County Court, and to make collection of all debts due said estate; and after paying all just and lawful demands upon said estate, and settling up said estate according to law, you will pay over and deliver all property and effects remaining in your hands according to the direction of said will and the law of the land.

Witness Joe T. Keener, II, Clerk, at office, on this the 14 day of June, 19 90 and 213 year of American Independence

s/s Joe T. Keener, II

Clerk of the County Court.

State of Tennessee, SEVIER County

I, JOE T. KEENER, II, Clerk of the County Court of said County and State, hereby certify that the above is a true and perfect copy of the proceedings appointing Helen Yvonne Parker McPeek Execut rix of the will of MARY E. RENSHAW, deceased, as appears of record in my office.

(SEAL.) This 10th day of SEPTEMBER 19 93

[redacted]

STATE OF TENNESSEE, SEVIER COUNTY.

I, Charles S. Sexton Probate Judge of the County Court of Sevier

County, Tennessee, do hereby certify that Joe T. Keener, II, who signed the foregoing certificate, is, and was, at the time of signing the same, Clerk of the County Court of said County, and full faith and credit should be given to all of his official acts as such and his said attestation is in due form.

Witness my hand and official seal at office in Sevierville, Tennessee, this 10 day of September, 19 93

Probate Judge, County Court of Sevier County, Tennessee.

STATE OF TENNESSEE, Sevier COUNTY.

I, Joe T. Keener, II County Clerk of the County Court of Sevier

County, Tennessee, do hereby certify that Charles S. Sexton, who signed the foregoing certificate is, and was, at the time of signing the same, Judge of the County Court of said County, and full faith and credit should be given to all of his official acts as such and his said attestation is in due form.

Witness my hand and official seal at office in Sevierville, Tennessee, this 10th day of September, 19 93

Joe T. Keener, II

Clerk, County Court of Sevier County, Tennessee.

CERTIFIED COPY

IN THE

COUNTY COURT

of _____ County, Tenn.

Execut.....of the will of

LAST WILL AND TESTAMENT

OF

MARY E. RENSHAW

I, MARY E. RENSHAW, (formerly Mary E. King) of Sevier County, Tennessee, being of sound mind and disposing memory, by this instrument hereby revoke all my former Wills and Codicils and declare this to be my Last Will.

ARTICLE I

I have previously executed a "Living Will" pursuant to the Tennessee Right to Natural Death Act setting forth my desires regarding medical care in the case of a terminal illness, a copy of which is attached to this Will. I hereby request, authorize and instruct my, next of kin, Personal Representative or any other person who may receive notice thereof to comply with my desires as set forth therein.

ARTICLE II

My Personal Representative shall pay from the residue of my estate all expenses of my last illness and funeral, costs of administration including ancillary, costs of safeguarding and delivering devises, and other proper charges against my estate. Interest and penalties concerning any tax shall be paid and charged in the same manner as the tax. I waive for my estate all rights of reimbursement for any payments made pursuant to this article. My Personal Representative's selection of assets to be sold to make the foregoing payments or to satisfy any pecuniary devises, and the tax effects thereof, shall not be subject to question by any beneficiary. My Personal Representative shall make elections under the tax laws as my Personal Representative deems advisable, without regard to the relative interests of the beneficiaries. No adjustment shall be made between principal and income or in the relative interests of the beneficiaries to compensate for the effect of elections under the tax laws made by my Personal Representative.

1 Mary E. Renshaw

ARTICLE III

I give and bequeath my 1986 Subaru automobile to my daughter, CAROL FRANCES PARKER MAECHLER.

ARTICLE IV

All of the rest, residue and remainder of the property which I own at my death is hereby given to the then acting Trustee of THE MARY E. RENSHAW REVOCABLE TRUST under instrument dated May 3, 1990, which Trust was executed and in existence prior to the execution of this Will, to be added to the Trust Estate created under that instrument and administered in accordance with the provisions thereof.

ARTICLE V

I appoint my daughter, HELEN YVONNE PARKER McPECK, to be Personal Representative of my Will. If she does not serve me, I appoint my daughter, MARY CECILE PARKER MORGAN, to serve as Personal Representative of my Will. I direct that no bond be required of any of the foregoing persons if they serve as Personal Representative of my Will.

ARTICLE VI

In addition, and not in limitation of any common law authority, and without application to any Court, the Personal Representative named in this Will shall have all powers granted to Personal Representatives under Section 35-50-110 of the Tennessee Code Annotated as such section is in effect at the date of execution of this Will, and all powers reasonable incident thereto and necessary or appropriate for the effective exercise thereof. This incorporation of said provisions is made pursuant to Section 35-50-109, Tennessee Code Annotated.

ARTICLE VII

If any child of mine shall be indebted to me at the time of my death, I forgive such indebtedness in its entirety and direct my Personal Representative to issue such receipts and/or releases as may be required to evidence the satisfaction thereof. This provision shall not apply to the balance due on the debt owed to me by my son-in-law RICHARD FARWELL which was in the original amount of $18,000.00. This debt arose out of an investment made by me and the

2 Mary E. Renshaw

balance due shall remain an asset of my estate to be paid to my estate under the terms of said note.

ARTICLE VIII

In the event any person shall directly or indirectly contest or dispute any provision in this Will or in the Trust referred to in Article IV hereof, before any judicial body, that this is not my last Will, or question any provision of this Will or said Trust, then I revoke all provisions made therein in his or her behalf and declare the same void and of no effect and give said legacy, devise or provision to the remaining beneficiaries thereof not so contesting the same in equal shares.

IN WITNESS WHEREOF, I, MARY E. RENSHAW, have hereunto set my hand and seal this 3rd day of May, 1990.

Mary E. Renshaw (SEAL)
TESTATRIX

On this 3rd day of May, 1990, in our presence, the foregoing instrument was declared by the above named Testatrix, an adult, to be her Last Will and Testament, and it was signed by her. We have subscribed our names as witnesses in the presence of the Testatrix and in the presence of each other, after the Testatrix has signed her name.

Jerry M. Ratliff residing at 5462 Woodway Drive
Fort Worth, TX 76133

Clarice S. Ratliff residing at 5462 Woodway Drive
Fort Worth, TX 76133

We, MARY E. RENSHAW, Jerry M. Ratliff, and Clarice S. Ratliff, the Testatrix and witnesses, respectively, whose names are signed to the attached and foregoing instrument, being first duly sworn, do hereby declare to the undersigned officer that the Testatrix signed the instrument as her Last Will and Testament consisting of four (4) typewritten pages, including this page, and that she signed voluntarily, and that each of the witnesses, in the presence of the Testatrix, at her request, and in the presence of each other, signed the Last Will and Testament as a witness, and that none of the witnesses are related to the Testatrix by blood or marriage nor entitled to any portion of the estate of

Admitted to Probate
June 14, 1990

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the Te[redacted]rix upon her decease under any will or codicil thereto presently existing, or by operation of law then existing, and that to the best of the knowledge of each witness, the Testatrix was at that time eighteen (18) or more years of age, of sound mind and under no constraint or undue influence.

Mary E. Renshaw (SEAL)
TESTATRIX

Jerry M. Ratliff (SEAL)
WITNESS

Clarice S. Ratliff (SEAL)
WITNESS

SUBSCRIBED and acknowledged before me by MARY E. RENSHAW, the Testatrix, and subscribed and sworn to before me by Jerry M. Ratliff and Clarice S. Ratliff, the witnesses, on this 3rd day of May, 1990.

Philip Nemeth
Notary Public

My Commission Expires: 8-24-93

STATE OF TENNESSEE
COUNTY OF SEVIER

I, [illegible] Clerk of the County Court of said County, do hereby certify that the foregoing is a True & Perfect copy of the Last Will and Testament of Mary E Renshaw as recorded in said Will Book H 15 Pgs 340-343 as the same appears of record in my office.

Witness my hand and Official Seal in Sevierville, this [illegible] day of Sept 1993

[illegible] Clerk

PHILIP NEMETH, ATTORNEY AT LAW, SUITE 3, EASTEND PLAZA, P.O. BOX 270, GATLINBURG, TN 37738 (615) 436-3993

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IN THE PROBATE COURT FOR SEVIER COUNTY, TENNESSEE

IN THE MATTER OF:

THE ESTATE OF MARY E. RENSHAW, DECEASED NO. _____

ORDER ADMITTING WILL TO PROBATE

This cause was presented to the Court upon the Petition of Helen Yvonne Parker McPeck, and the Court having examined the Petition, the decedent's last will, and the affidavit of the subscribing witnesses the Court finds as follows:

1. That the decedent died on May 21, 1990, at the age of 62 a resident of Sevier County, Tennessee.

2. Decedent left a will dated May 3, 1990 which was properly signed and witnessed.

3. Petitioner was appointed personal representative in Article V of decedent's last will, and was excused from bond in Article V of decedent's will.

4. Decedent owned property at the time of her death as more particularly described in the Petition having an estimated value of $300,000.00 which is subject to Court supervised administration.

5. The estimated gross estate for Tennessee Inheritance Tax purposes is $500,000.00 and the beneficiaries of this estate are all Class A beneficiaries.

6. Pursuant to T.C.A. 30-1-111, Petitioner has sworn and affirmed to faithfully execute and perform the duties imposed by law upon executors in the State of Tennessee.

PREMISES CONSIDERED, IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Decedent's will dated May 3, 1990 be admitted to probate.

2. Letters Testamentary be issued to Petitioner.

3. Bond of Petitioner is excused.

4. Notice will be issued to creditors and the Department of

Revenue as required by T.C.A. 30-2-306 and 67-8-406, respectively.

ENTERED this 14 day of June, 1990.

JUDGE

Approved for entry:

Philip Nemeth, Attorney

STATE OF TENNESSEE
COUNTY OF SEVIER

I, Ida Loosa Clerk of the County Court of said County, do hereby certify that the foregoing is a True & Perfect copy of the Order as recorded in Record Minute Book # 31 Page 75, as the same appears of record in my office

Witness my hand and Official Seal in Sevierville, this 10th day of September 1993

Sue Keener Clerk

THE MARY E. RENSHAW

REVOCABLE TRUST

THIS TRUST AGREEMENT is made this 3rd day of May, 1990, between MARY E. RENSHAW (formerly Mary E. King), as Settlor, and MARY E. RENSHAW and HELEN YVONNE PARKER McPECK, as Trustees (herein collectively referred to as Trustee).

W I T N E S S E T H:

SECTION 1 - CREATION OF TRUST. The Settlor hereby transfers and delivers to the Trustee the sum of $500.00 which property shall constitute the initial corpus of the Trust. That property and all investments and reinvestments thereof and all additions thereto, accepted by the Trustee pursuant to this Agreement, are collectively referred to herein as the "Trust Estate" and shall be held, managed and disposed of by the Trustee upon the terms and conditions herein set forth.

SECTION 2 - NAME OF TRUST. This Trust shall be known as MARY E. RENSHAW REVOCABLE TRUST under instrument dated May 3, 1990.

SECTION 3 - ADMINISTRATION OF TRUST DURING SETTLOR'S LIFETIME. During the lifetime of the Settlor, the Trust Estate shall be held and disposed of as follows:

3.1 The Trustee shall pay the income from the Trust Estate to the Settlor in convenient installments or otherwise as she may from time to time direct in writing, and also such sums from principal as she may request at any time in writing.

3.2 If at any time or times the Settlor is unable to manage her affairs, the Trustee shall use such sums from the income and principal of the Trust Estate as the Trustee deems necessary or advisable for the care, support and comfort of the Settlor or for any other purpose the Trustee considers to be for the Settlor's best interest, adding to principal any income not so used. In the event of Settlor's incapacity, HELEN YVONNE PARKER McPECK shall serve as sole Trustee as provided in Section 10, below.

3.3 For the purposes of this Agreement and subsection

Mary E. Renshaw

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3.2, above, the Settlor shall be considered to be unable to manage her affairs if she is under a legal disability or, if by reason of illness or mental or physical disability, she is unable to give prompt and intelligent consideration to financial matters, and the determination of such inability at any time shall be made by the Settlor's then attending physician and the Trustee may rely upon written notice of that determination.

SECTION 4 - ADMINISTRATION OF TRUST ESTATE UPON SETTLOR'S DEATH. Upon the death of the Settlor, the following provisions shall govern the administration of the Trust Estate.

4.1 Upon the death of the Settlor, HELEN YVONNE PARKER McPECK shall serve as sole trustee as provided in Section 10, below.

4.2 If the assets available from the residuary probate estate of the Settlor for such purposes, pursuant to the terms of the Settlor's will, are insufficient to pay the funeral expenses of the Settlor, the costs of administration of the Settlor's estate, valid claims allowable against the Settlor's estate, and estate and inheritance taxes, the Trustee shall make such payments from the assets of the Trust Estate either directly or to the Settlor's Personal Representative, as the Trustee deems advisable. Interest and penalties concerning any tax shall be paid and charged in the same manner as the tax. Assets or funds otherwise excludable in computing federal estate taxes shall not be used to make the foregoing payments. The Trustee's selection of assets to be sold for that purpose or to satisfy any pecuniary gifts, and the tax effects thereof, shall not be subject to question by any Beneficiary. The Trustee shall make such elections under the tax laws as the Trustee deems advisable, without regard to the relative interests of the Beneficiaries. No adjustment shall be made between principal and income or in the relative interests of the Beneficiaries to compensate for the effect of elections under the tax laws made by Settlor's Personal Representative or by the Trustee.

4.3 Upon paying the expenses, taxes and other payments set forth in subsection 4.2, above, and upon receiving the assets transferred to this Trust under the Settlor's will, the Trustee

: Mary E Renehan

shall set aside those assets to be distributed in kind to Settlor's daughters accordance with Section 5.1 below. In addition, any personal property items of the Settlor, not previously disposed of by the Settlor, shall be distributed among Settlor's children in accordance with the instructions previously given to the Trustee by the Settlor during her lifetime.

4.4 The Trustee shall then proceed to sell the remaining assets of the Trust Estate and convert the same to cash, it being the intention of the Settlor to convert such assets to cash for convenient distribution by the Trustee in accordance with Section 5.2 below; however, the Trustee shall have the sole discretion in determining the timing of such sales, the manner of sale and the sales price and terms of such sales and the Trustee, in exercising such discretion, shall have the right not to sell any asset or assets but instead to distribute the asset in kind under the provisions of Section 5.2 below.

4.5 The Settlor's daughter, HELEN YVONNE PARKER McPECK, Trustee herein, currently resides on the lower floor of the Settlor's residence in Oak Valley subdivision. As a part of her duties and responsibilities as Trustee herein, HELEN will be responsible to safeguard and maintain said residence after Settlor's death until the same can be sold in accordance with subsection 4.4, above. In that regard, HELEN shall be entitled to occupy the entire residence rent free for a period not exceeding three (3) years after the Settlor's death or until the residence is sold whichever comes first. During such occupancy, all expenses for the maintenance and upkeep of said residence, including utilities, shall be paid from the Trust Estate as an expense of administration.

SECTION 5 - DISTRIBUTION OF TRUST ESTATE AFTER SETTLOR'S DEATH. After administering the Trust Estate in accordance with Section 4, above, the Trustee shall distribute the Trust Estate as follows:

5.1 A portion of the Trust Estate consists of certain assets previously inherited by the Settlor from her mother, Fanny Ester Howell, which include:

(a) Stock ownership in Howell Drilling, Inc. a Texas

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Corporation.

(b) A partnership interest in the Howell "B" Account, an oil and gas production partnership.

(c) A partnership interest in the Howell "C" Account, an oil and gas production partnership.

(d) An interest in the Cox Hallettsville Trust.

(e) An interest as a beneficiary/payee of a promissory note from Howell Drilling, Inc. payable to the heirs of Fanny Ester Howell.

(f) Various oil and gas royalty interests including a Mobil Oil royalty interest.

All of Settlors interest in the foregoing assets, including any other interests held by way of Settlor's inheritance from Fanny Ester Howell, together with all of Settlor's shares in Kemper Municipal Bond Fund shall be distributed equally to the Settlor's five (5) children: MARTHA ESTHER PARKER FARWELL, MARY CECILE PARKER MORGAN, JOYCE ELAINE PARKER BROCK, CAROL FRANCES PARKER MAECHLER and HELEN YVONNE PARKER McPECK. In the event any of said children predecease such distribution, her share shall be allocated per stirpes and distributed equally to the then living lineal descendants of such deceased child, and if none, equally among the Settlor's surviving children. In the event of a predeceased child who leaves living lineal descendants (grandchildren of Settlor) who are under the age of 25 or incompetent, said share shall be added to the Trust established for such grandchildren pursuant to Section 6 hereof.

5.2 The Trustee shall divide the remaining assets of the Trust Estate into equal shares, one full share for each of Settlor's grandchildren. The Trustee shall determine the number of shares as of the date of the Settlor's death according to the following:

(a) If a grandchild predeceases the Settlor, with lineal descendants of said grandchild surviving, said deceased grandchild's share shall be divided equally among said surviving lineal descendants.

(b) If a grandchild predeceases the Settlor and has no surviving lineal descendants, said grandchild's share shall be

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allocated equally among the surviving beneficiaries of this subsection 5.2.

(c) Grandchildren shall include any grandchild in gestation on the date of Settlor's death who is later born alive.

The beneficiaries so determined are herein referred to as grandchildren. If on the date of such distribution a grandchild has attained age 25, his or her share shall be distributed outright and free of all trust. If, on the other hand, any such grandchild is under the age of 25, or is incompetent, his or her share shall not be distributed but shall be held in Trust in accordance with Section 6, below.

SECTION 6 - TRUSTS FOR GRANDCHILDREN UNDER AGE 25. The following provisions shall govern Trusts established for any of Settlor's grandchildren who are under age 25 or incompetent by adjudication as provided in subsection 5.2 above.

6.1 A separate trust shall be established hereunder for the children of each of Settlor's daughters. For example, if Settlor's grandchildren by her daughter JOYCE ELAINE PARKER BROCK, being Veronica Toys Brock and Robert James Alva Brock, are both under age 25 at time of distribution, a separate trust shall be administered for such grandchildren which shall consist of the number of shares allocated to said grandchildren in accordance with subsection 5.2, above.

6.2 The Trustees of any such Trust or Trusts created pursuant to this Section shall be HELEN YVONNE PARKER McPECK and the mother of the grandchildren for whose benefit the Trust was established. Said persons shall serve as co-trustees and in the event either one of them can not serve, the other shall serve as sole-trustee. In the case of any trust established for the children of Helen Yvonne Parker McPeck, she shall serve as sole-trustee.

6.3 Until such grandchild attains the age of 25, or dies, whichever shall first occur, the Trustee shall pay to or for the benefit of such grandchild so much of the net income, and upon exhaustion thereof, so much of the principal of his or her Trust Estate as the Trustee, in his sole discretion, deem necessary or advisable for the health, maintenance, education and advancement in

 Mary E. Denham

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life of said grandchild.

6.4 After a grandchild attains age 25, or in the case of adjudicated incompetency when such incompetency is removed, the Trustee shall distribute to said grandchild his or her share of the Trust Estate outright and free of all trust.

6.5 If a Trust pursuant hereto is established for any grandchild who then dies prior to attaining age 25, his or her share of the Trust Estate shall be distributed in accordance with his or her will or if there is no will, to his or her estate.

SECTION 7 - ADDITIONS TO TRUST. The Trustee may accept additions to this Trust made by any person.

SECTION 8 - ADMINISTRATIVE PROVISIONS. The following provisions shall apply to the Trust Estate and to each Trust under this Agreement.

8.1 If income or discretionary amounts of principal become payable to a minor or to a person under legal disability or to a person not adjudicated incompetent but who, by reason of illness or mental or physical disability, is in the opinion of the Trustee unable to properly manage his or her affairs, then such income or principal shall be paid or expended only in such of the following ways as the Trustee deems best: (a) to the Beneficiary directly; (b) to the legally appointed guardian of the Beneficiary; (c) to a custodian for the Beneficiary under a Uniform Gifts to Minors Act; (d) by the Trustee directly for the benefit of the Beneficiary; or (e) to an adult relative or friend in reimbursement for amounts properly advanced for the benefit of the Beneficiary.

8.2 The Trustee shall render an account of his receipts and disbursements at least annually to the Settlor, if living, otherwise to those Beneficiaries then entitled to the income of the Trust. Annual accountings shall be rendered within sixty (60) days after the due date of the United States Income Tax Return for the Trust. Failure of any Beneficiary to object to any accounting within ninety (90) days after receipt thereof shall be deemed an approval of such accounting. The Trustee shall be reimbursed for all funds advanced on behalf of the Settlor prior to the existence of this Trust and reasonable expenses incurred in the management and

6 Mary E. Renehan

protection of the Trust.

8.3 The interest of any Beneficiary of this Trust shall not be liable for the obligations or debts of said Beneficiary and shall not be assignable in any manner by a Beneficiary, and no part of the Trust or income therefrom, shall be anticipated, pledged, encumbered or hypothecated in any manner by any Beneficiary; nor shall any part of the Trust, or the income therefrom, be taken on execution, reached by creditor's bill, garnishment or other process or writ by any person having, or claiming to have a claim against any Beneficiary. Should an attempt be made to subject the Trust principal or income to the payment of a Beneficiary's debts or obligations or should any person attempt to assert a claim against the Trust estate alleging a dower, elective share or special equity interest therein, the Trustee may withhold payment to such Beneficiary, and the Trustee in his sole discretion, may direct and apply such payment to the use of said Beneficiary.

8.4 Anything in this Agreement to the contrary notwithstanding, no Trust created hereunder shall continue beyond 20 years after the death of the last to die of those Beneficiaries who were living at the date of execution hereof; and upon expiration of such period, all Trusts shall terminate and the assets thereof shall be distributed outright to those parties (and in the same proportions) who are then receiving or are entitled to receive the income therefrom.

8.5 The Settlor or any other person may transfer or devise additional property acceptable to the Trustee to be held under this Agreement. If the addition is made by Will, the Trustee shall accept the statement of the Personal Representative that the assets delivered to the Trustee constitute all of the property to which the Trustee is entitled, without inquiring into the Personal Representative's administration or accounting.

8.6 Until the Trustee shall receive from some person interested in the Trust, written notice of any death, birth, marriage or other event upon which the right to receive income or principal of the Trust estate may depend, the Trustee shall incur no liability for any disbursements or distributions made or omitted

Mary E. Renfro

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in good faith.

8.7 Any instrument executed by the Trustee shall be binding on all parties hereto and on all beneficiaries hereunder. No person paying money to the Trustee need see to the application of the money so paid.

8.8 If the aggregate value of the assets available for the funding of any Trust created by this Agreement shall be less than $5,000.00, as determined by the Trustee at the time such funding would have otherwise have occurred, or, if during the administration of any Trust or Trusts hereunder, the principal assets shall be less than $5,000.00, as determined by the Trustee then serving, I direct that such Trust or Trusts shall not be established or shall terminate, as the case may be, and that the assets which are in or would have been distributed to such Trust or Trusts be distributed instead to the beneficiaries who are then or would have been entitled to receive the income from said Trust or Trusts, and in the same proportions as they are or would have been entitled to such income, absolutely and free from Trust.

8.9 Except as specifically provided herein, none of the initial Trustees named herein shall receive any compensation for their services as Trustee. In the event a successor Trustee is a Corporate Trustee, the same shall be compensated in accordance with its schedule of fees and charges as regularly published from time to time.

8.10 Wherever used herein, the singular shall include the plural and the plural the singular, the use of any gender shall include all genders.

SECTION 9 - DUTIES AND POWERS OF TRUSTEE. The Trustee shall hold, manage, care for and protect the Trust property and shall have the following powers and except to the extent inconsistent herewith, those now or hereafter conferred by law:

9.1 To retain any property originally constituting the Trust or subsequently added thereto, although not of a type, quality or diversification considered proper for trust investments.

9.2 To invest and reinvest the trust property in bonds, stocks, mortgages, notes or other property of any kind, real or

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personal, suitable for the investment of trust funds.

9.3 To cause any property, real or personal, belonging to the Trust to be held or registered in the Trustee's name or in the name of a nominee or in such other form as the Trustee deems best without disclosing the trust relationship.

9.4 To vote in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, except that any security as to which the Trustee's possession of voting discretion would subject the issuing company or the Trustee to any law, rule or regulation adver ly affecting either the company or the Trustee's ability to retain or vote company securities, shall be voted as directed by the Settlor, if living, otherwise by the Beneficiaries then entitled to receive or have the benefit of the income from the Trust; to exercise or sell any subscription or conversion rights; to consent to and join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures and liquidations and in connection therewith to deposit securities and accept and hold other property received therefor.

9.5 To lease trust property for any period of time though commencing in the future or extending beyond the term of the Trust.

9.6 To borrow money from any lender, including a Trustee hereunder individually, extend or renew any existing indebtedness and mortgage or pledge any property in the Trust.

9.7 To sell at public or private sale, contract to sell, convey, exchange, transfer and otherwise deal with the Trust property and any reinvestments thereof from time to time for such price and upon such terms as the Trustee sees fit.

9.8 To employ agents, attorneys and proxies and to delegate to them such powers as the Trustee considers desirable.

9.9 To compromise, contest, prosecute or abandon claims in favor of or against the Trust.

9.10 To distribute income and principal in cash or in kind, or partly in each, and to allocate or distribute undivided interests or different assets or disproportionate interests in assets, and no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for Federal income

Mary E Renehan

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tax purposes; to value the trust property and to sell any part or all thereof in order to make allocation or distribution; no action taken by the Trustee pursuant to this paragraph shall be subject to question by any beneficiary.

9.11 To deal with, purchase assets from, or make loans to, the fiduciary of any trust made by the Settlor or any member of his family or a trust or estate in which any Beneficiary under this Agreement has an interest, though a Trustee hereunder is such fiduciary, and to retain any property so purchased.

9.12 To establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion.

9.13 To perform other acts necessary or appropriate for the proper administration of the Trust, execute and deliver necessary instruments and give full receipts and discharges.

9.14 Whenever there is more than one (1) Trustee acting under this Agreement, the unanimous consent of all Trustees shall be required for the taking of any action required or permitted under this Agreement.

SECTION 10 - TRUSTEE SUCCESSION. The following provisions shall govern the succession of Trustees under this Agreement:

10.1 Any Trustee may resign by giving written notice of resignation to any Co-Trustee and to the Settlor, if living, otherwise to all Beneficiaries then entitled to or receiving distributions of income and/or principal from the Trust. If mailed, said resignation shall be effective ten (10) days after the same has been deposited for mailing with the postal service.

10.2 The initial Trustees of this Trust are MARY E. RENSHAW and HELEN YVONNE PARKER McPECK. Upon the incapacity or death of MARY E. RENSHAW, HELEN YVONNE PARKER McPECK shall serve as sole trustee. Upon the resignation, death or incapacity of HELEN YVONNE PARKER McPECK, a majority of the beneficiaries of the Trust then entitled to receive the income therefrom shall appoint a successor Trustee which shall be a bank or other corporate Trustee.

10.3 The provisions stated in subsection 6.2 shall govern the appointment of the Trustees of the Trusts established pursuant to Section 6 hereof. In the event none of the Trustees therein

 Mary E. Renshaw

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appointed can serve or continue to serve, a majority of the Beneficiaries of the Trust then entitled to receive the income therefrom shall appoint a successor Trustee which shall be a bank or other corporate trustee.

10.4 Every successor Trustee shall have all the powers given the originally named Trustees. No successor Trustee shall be personally liable for any act or omission of any predecessor. A successor Trustee may accept the account rendered and the property received as a full and complete discharge to the predecessor Trustee without incurring any liability for so doing.

10.5 The parent or guardian of a Beneficiary under disability shall receive notice and have authority to act for such Beneficiary under this Section.

10.6 No Trustee wherever acting shall be required to give bond or surety or be appointed by or account for the administration of any trust to any Court. No statute with respect to under-productive property shall apply to any trust under this Agreement. The Settlor recommends that trust registration be neither voluntarily accomplished by the Trustee nor requested by any Beneficiary.

SECTION 11 - POWER TO REVOKE, ETC. While living and competent, the Settlor, may at any time or times, by written notice signed, acknowledged and filed with the Trustee, change any beneficiary; amend any provision hereof, revoke this Agreement in whole or in part or withdraw all or any part of the Trust Estate.

SECTION 12 - PERSONS CONTESTING TRUST. In the event any person shall directly or indirectly contest or dispute any provision in this Trust, before any judicial body, then I revoke all provisions in this Trust made for the benefit of such person and declare the same void and of no effect and transfer such property and confer such benefits to the remaining beneficiaries not so contesting this Trust in equal shares.

SECTION 13 - TRUSTEE'S ACCEPTANCE - GOVERNING LAW - SEVERABILITY. This Trust has been accepted by the Trustee and will be administered in the State of Tennessee, and its validity, construction and all rights thereunder shall be governed by the laws of the State of Tennessee. If any provision of this Agreement should

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be invalid or unenforceable, the remaining provisions shall continue to be fully effective.

IN WITNESS WHEREOF, The Settlor and the Trustee have executed this instrument the day and year first above written.

Signed, sealed and delivered
in the presence of:

SETTLOR:

Mary E. Renshaw
MARY E. RENSHAW

Jerry M Ratliff
Clarice A. Ratliff
(witnesses as to all parties)

TRUSTEES:

Mary E. Renshaw
MARY E. RENSHAW

Helen Yvonne Parker McPeck
HELEN YVONNE PARKER McPECK

STATE OF TENNESSEE

COUNTY OF SEVIER

Before me, the undersigned authority, personally appeared the within named bargainor(s), MARY E. RENSHAW and HELEN YVONNE PARKER McPECK, individually and in their capacities as Settlor and Trustees as aforesaid, with whom I am personally acquainted and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Official Seal in said State and County this the 3rd day of May, 1990.

Phillip Nemeth
Notary Public

My Commission Expires: 8-24-93

CERTIFICATE

STATE OF TENNESSEE

COUNTY OF SEVIER

I, Philip Nemeth, a notary public in and for the State and County aforesaid, do hereby certify that the foregoing is a true and complete copy of THE MARY E. RENSHAW TRUST under instrument dated May 3, 1990, the original of which was exhibited to and copied by me this 17th day of September, 1993.

Witness my hand and official seal at office as of the date stated above.

Notary Public

My Commission Expires: April 21, 1997

[redacted]

MEMPHIS SERVICE CENTER
P.O. BOX 30309
AIRPORT MAIL FACILITY
MEMPHIS, TN 38130

IN REPLY REFER TO:
MS 627

49508-054-00608-1
9112

ESTATE TAX CLOSING LETTER
(NOT A BILL FOR TAX DUE)

JUN 2 1 1991.

MARY E HOWELL RENSHAW ESTATE
MCPECK HELEN YVONNE PARKER
PO BOX 1252
GATLINBURG TN 37738

SOCIAL SECURITY NUMBER: 262-72-3457
DATE OF DEATH: MAY 21, 1990
PERSON TO CONTACT: SUZIE BATTLES
CONTACT TELEPHONE NUMBER: 901-367-6220 (NOT TOLL FREE)

DEAR TAXPAYER:

OUR COMPUTATION OF THE FEDERAL TAX LIABILITY FOR THE ABOVE ESTATE IS SHOWN AT THE BOTTOM OF THIS LETTER. IT DOES NOT INCLUDE ANY INTEREST THAT MAY BE CHARGED. IF THERE IS ANY REFUND DUE OR ANY ADDITIONAL LIABILITY TO BE PAID, YOU WILL RECEIVE A SEPARATE NOTICE.

IF YOU HAVE MADE A REQUEST FOR DISCHARGE OF PERSONAL LIABILITY. UNDER SECTION 2204 OF THE INTERNAL REVENUE CODE, PROOF OF REQUEST AND PAYMENT OF TAX WILL DISCHARGE YOU FROM PERSONAL LIABILITY FOR THE TAX AND ANY DEFICIENCY WHICH MAY LATER BE FOUND DUE.

THIS LETTER AND PROOF OF PAYMENT, SUCH AS CANCELLED CHECKS OR RECEIPTS, WILL ESTABLISH THAT YOUR PERSONAL LIABILITY FOR THE TAX HAS BEEN SETTLED.

THIS LETTER IS EVIDENCE THAT THE FEDERAL TAX RETURN FOR THE ESTATE HAS EITHER BEEN ACCEPTED AS FILED OR HAS BEEN ACCEPTED AFTER AN ADJUSTMENT TO WHICH YOU AGREED. YOU SHOULD KEEP THIS LETTER AS A PERMANENT RECORD BECAUSE YOUR ATTORNEY MAY NEED IT TO CLOSE PROBATE PROCEEDINGS FOR THE ESTATE.

THIS IS NOT A FORMAL CLOSING AGREEMENT UNDER SECTION 7121 OF THE INTERNAL REVENUE CODE. WE WILL NOT REOPEN THIS CASE, HOWEVER UNLESS REVENUE PROCEDURE 85-13 APPLIES.

SINCERELY YOURS,

Richard D Mank

DIRECTOR, SERVICE CENTER

NET ESTATE TAX..... $0.00

EXHIBIT C

100

Pages 102 - 105

Alan Blank

ROAD MANAGEMENT AGREEMENT

I agree to maintain my portion of Monte Vista Road.

Fred A. Freeman

I agree to maintain my portion of Monte Vista Road.

Wendy Boman

STATE OF WYOMING)
COUNTY OF SUBLETTE) Ss

The foregoing was acknowledged before me by Fred A. Freeman and Wendy Boman, this 24th day of September, 1993.

Witness my hand and official seal.

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

Janet L Montgomery
Notary Public

243405

RECORDED Oct 1, 1993 11:10AM
IN BOOK 42 Misc PAGE 1016
FEES $ 6.00 Mary A. Lintner COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Cathy Saxton

AFFIDAVIT – NOTICE OF NAME CHANGES – FLCA/PCA

I, Carla H. Timm, Corporate Secretary of Farm Credit Services of the Midlands, FLCA, and Corporate Secretary of Farm Credit Services of the Midlands, PCA, both federally chartered instrumentalities and corporations organized and existing under the laws of the United States of America, do hereby on oath depose and certify that:

Pursuant to Section 7.6 of the Farm Credit Act of 1971, as amended, and the Farm Credit Administration Regulations, the Boards of Directors and the voting stockholders of Farm Credit Bank of Omaha (FCB) and of Federal Land Bank Association of the Midlands (FLBA) approved an Agreement and Plan of Transfer.

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

"The FCB loans that were serviced by the FLBA prior to the Effective Date will continue to be serviced by the FLCA."

Article I, Section 1.1(f) of the Agreement and Plan of Transfer provides:

"On the Effective Date, the FLBA's name shall become Farm Credit Services of the Midlands, FLCA, with its headquarters at 206 South 19th Street, Omaha, NE."

The Agreement and Plan of Transfer was approved by the Farm Credit Administration effective at the close of business September 30, 1993.

Farm Credit Services of the Midlands, FLCA is successor in interest to Federal Land Bank Association of the Midlands. The territory served by Farm Credit Services of the Midlands, FLCA is the same territory as served by Federal Land Bank Association of the Midlands, namely the states of Iowa, Nebraska, South Dakota, and Wyoming; the Farm Credit Administration has amended the charter accordingly.

Further, on April 27, 1993, the Board of Directors of Production Credit Association of the Midlands passed a resolution to request the Farm Credit Administration to amend the charter of Production Credit Association of the Midlands only to change the name from Production Credit Association of the Midlands to Farm Credit Services of the Midlands, PCA. The Farm Credit Administration approved this request effective at the close of business September 30, 1993.

Farm Credit Services of the Midlands, PCA is successor in interest to Production Credit Association of the Midlands. The territory served by Farm Credit Services of the Midlands, PCA is the same territory as served by Production Credit Association of the Midlands, namely the states of Iowa, Nebraska, South Dakota, and Wyoming; the Farm Credit Administration has amended the charter accordingly.

This Affidavit is based on my personal knowledge and on the corporate records under my care, custody, and control. A photocopy of this document shall be deemed to be and may be relied upon as an original.

IN WITNESS WHEREOF, I have set my hand and the seals of the corporations this 1st day of October, 1993.

Carla H. Timm, Corporate Secretary
Farm Credit Services of the Midlands, FLCA

Farm Credit Services of the Midlands, FLCA CORPORATE Seal CHARTERED SEPT. 30, 1993 OMAHA, NEB.

Carla H. Timm, Corporate Secretary
Farm Credit Services of the Midlands, PCA

Farm Credit Services of the Midlands, PCA CORPORATE Seal CHARTERED DEC. 31, 1985 OMAHA, NEB.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on October 1, 1993, by Carla H. Timm, Corporate Secretary of Farm Credit Services of the Midlands, FLCA, a corporation organized and existing under the laws of the United States, on behalf of said corporation.

GENERAL NOTARY-State of Nebraska
ARLENE JOHNSON
My Comm. Exp. Sept. 6, 1997

243460

RECORDED Oct. 5, 1993 8:20A
BOOK 63 Misc. PAGE 107
FEES 4.00 COUNTY CLERK by Cathy Saxton

Arlene Johnson
Notary Public in and for said County and State

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on October 1, 1993, by Carla H. Timm, Corporate Secretary of Farm Credit Services of the Midlands, PCA, a corporation organized and existing under the laws of the United States, on behalf of said corporation.

GENERAL NOTARY-State of Nebraska
ARLENE JOHNSON
My Comm. Exp. Sept. 6, 1997

Arlene Johnson
Notary Public in and for said County and State

RIGHT OF WAY AND EASEMENT

THE STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars and other valuable considerations ($10.00 + OVC) cash paid to the undersigned owners, hereinafter referred to as "Owner" (whether one or more), the receipt of which is hereby acknowledged, Owner hereby grants Exxon Corporation, a New Jersey corporation, its successors and assigns, hereinafter referred to as "Exxon," the right of way and easement, exercisable from time to time, to lay, construct, maintain, operate, replace, protect, repair, change the size of and remove pipelines and all incidental equipment for the transportation of oil, gas, water, petroleum products or any other liquids, gases or substances which can be transported through a pipeline, on, over and through the following-described lands in Sublette County, Wyoming:

> Being the centerline of a pipeline right of way described in two (2) parcels across the NE/4 of Section 26, T-28-N, R-114-W, Sublette County, Wyoming, said centerline of right of way being more fully shown on plats marked as Exhibits "A" and "B" and more fully described in field notes marked Exhibit "C," all attached hereto and made a part hereof;

together with the right of ingress and egress over and across the above-described lands and adjacent lands of Owner for all purposes incident to this grant and the right of assignment in whole or in part.

TO HAVE AND TO HOLD the right of way and easement unto Exxon for as long as it is used for the purposes stated above and until released by recordable instrument.

It is distinctly understood and agreed that this does not constitute a conveyance of any part of the land described above, or of the minerals therein and thereunder, but grants only the right of way and easement as provided above.

Owner retains for himself and his heirs and assigns the right to farm, graze and otherwise use and enjoy the lands described above except as the use thereof may be necessary for the purposes granted herein; provided, however, Owner and his heirs and assigns shall not excavate the right of way or construct or permit any house, structure, lake, pond or other obstruction to be constructed thereon.

Exxon agrees to bury the pipelines constructed hereunder to a minimum of forty inches (40") below normal ground level at the time of construction and to pay any damages which may arise to improvements, growing crops and timber in laying, constructing, maintaining, operating, replacing, protecting, repairing, changing the size of or removing the pipelines; but after the first line has been construct, Exxon shall not thereafter be liable for damages to timber within the right of way resulting from keeping the right of way clear of trees, brush, undergrowth and other obstructions.

EXECUTED this, the 28th day of September, 1993.

243506

RECORDED October 8, 1993 9:30AM
IN BOOK 62 Misc PAGE 108
FEES $ 12.00
SUBLETTE COUNTY COUNTY CLERK
PINEDALE WYOMING
By Cathy Sexton

J. F. RANCHES, INC.

By: William J. McGinnis, III
William J. McGinnis, III, individually, and for J. F. Ranches, Inc.

Title: President

STATE OF Wyoming §
§
COUNTY OF Sublette §

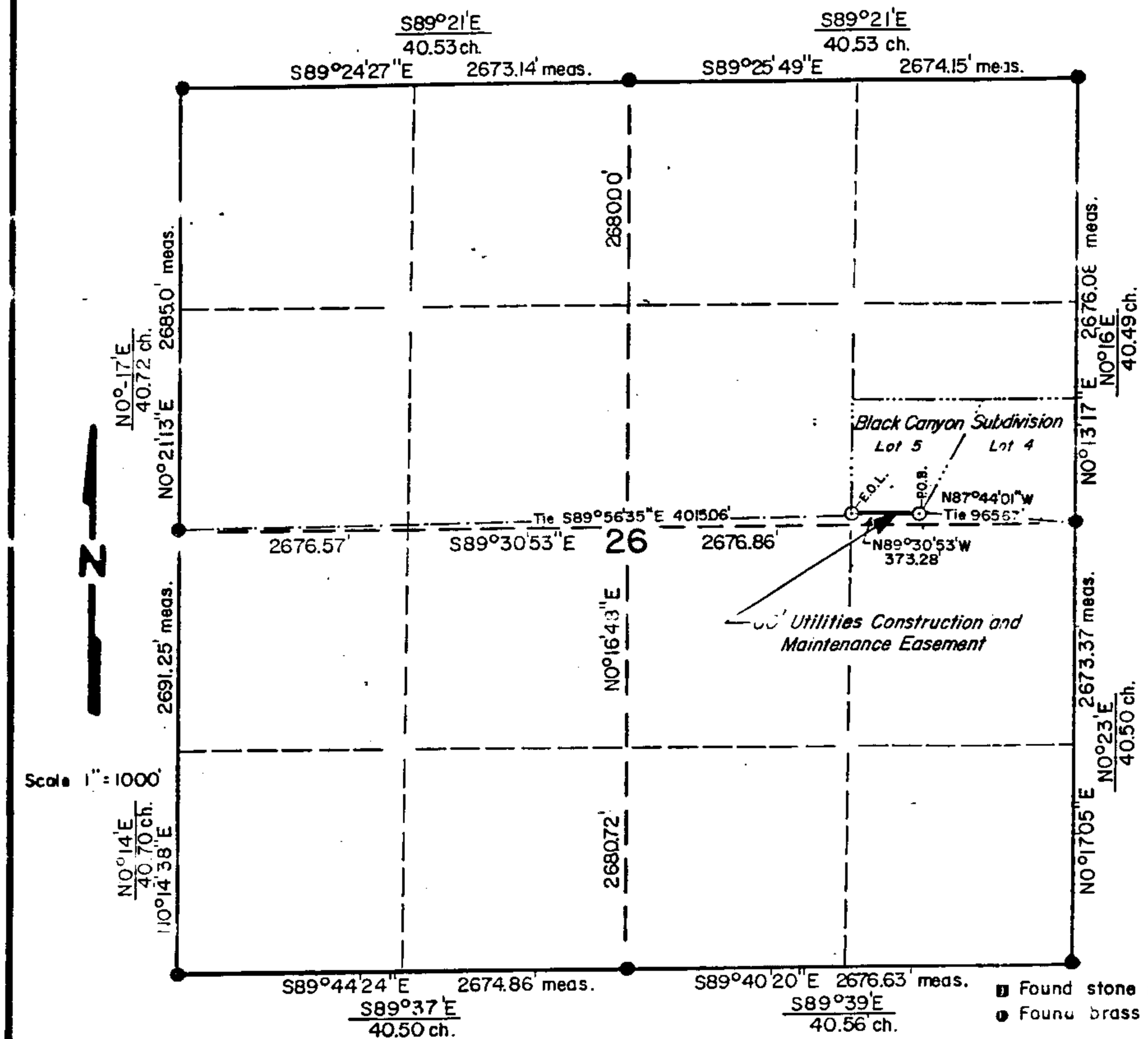
ALICE L GRIGGS
County of Sublette
My Commission Expires Dec 24, 1994
Notary Public State of Wyoming

This instrument was acknowledged before me on September 28, 1993 by William J. McGinnis, III.

Alice L Griggs
Notary Public in and for
Said County and State

EXXON CO. U.S.A.
P. O. BOX 1600
MIDLAND, TEXAS 79702
ATTN: R/W & CLAIMS

ICE



SECTION 26
T28 N-R 114 W
6th P.M., WYOMING

■ Found stone monument
● Found brass cap monument

R.O.W." width = 60' (30' each side of centerline)
Total distance along ℄ = 373.28 feet or 22.62 rods
Total acreage = 0.514 acres, more or less
Apparent recorded ownership: T28N R114W
JF RANCH, INC. —Sec. 26: SE1/4NE1/4
WILLIAM J. McGINNIS, III —Sec. 26: SW1/4NE1/4

SURVEYOR'S CERTIFICATE

STATE OF WYOMING
COUNTY OF SWEETWATER SS

I, Thomas R. Christopher, state that I am by occupation a registered land surveyor employed by Exxon Company USA of Midland, Texas to make the survey of this pipeline as shown on the map, and that the survey of said works was made by personnel under my supervision and for whose work I stand personally responsible under authority commencing on the 23rd day of September, 1985 and ending on the 25th day of September, 1985, and such survey is accurately represented on this map

Thomas R. Christopher
Wyoming R.L.S. No. 4266

APPLICANT'S CERTIFICATE

This is to certify that Thomas R. Christopher who subscribed the statement hereon is the person employed by the undersigned applicant to prepare this map, which has been adopted by the applicant as the approximate final location of the works thereby shown, and that this map is filed as a part of the complete application, and I further certify that the right-of-way herein described is desired for utilities.

for Exxon Company USA

MAP

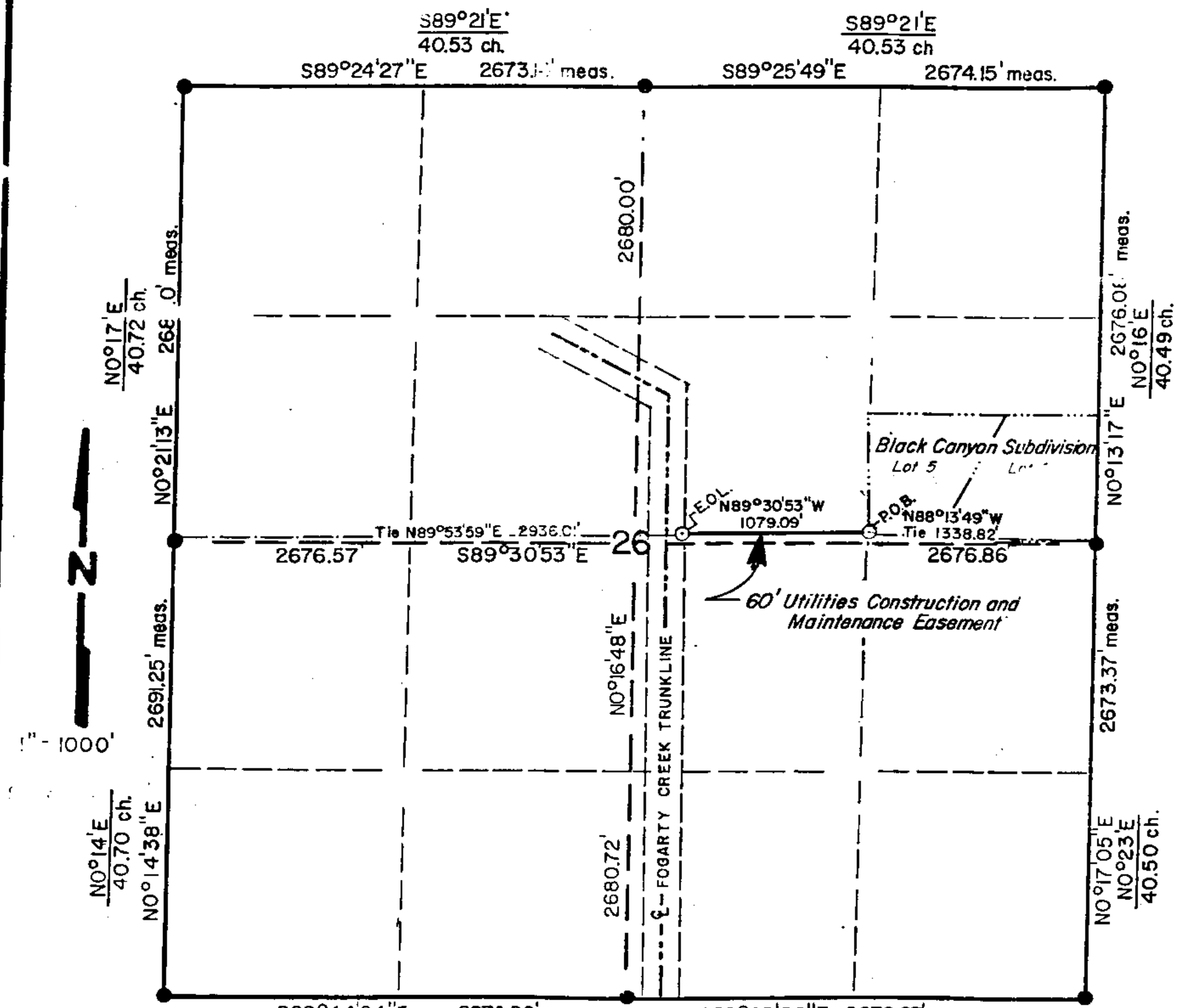
TO ACCOMPANY APPLICATION
FOR RIGHT-OF-WAY OF
UTILITIES

applicant:
Exxon Company U.S.A.
P.O. Box 1600
Midland, Texas 79702

Date: 10/1/85 By: M Job no. 85151.000

Prepared by William H Smith & Assoc. P.C., Surveying Consultants, Green River, Wyoming

EXHIBIT "B"



SECTION 26
T 28 N-R 114 W
6th P.M., WYOMING

■ Found stone monument
● Found brass cap monument

R.O.W. width = 60' (30' each side of centerline)
Total distance along ℄ = 1079.09 feet or 65.40 rods
Total acreage = 1.486 acres, more or less
Apparent recorded ownership: T28N, R114W
J F RANCH, INC. — Sec. 26: SE1/4NE1/4
WILLIAM J. McGINNIS — Sec. 26: SW1/4NE1/4

SURVEYOR'S CERTIFICATE

STATE OF WYOMING
COUNTY OF SWEETWATER SS

I, Thomas R. Christopher state that I am by occupation a registered land surveyor employed by Exxon Company USA of Midland, Texas to make the survey of this pipeline as shown on the map, and that the survey of said works was made by personnel under my supervision and for whose work I stand personally responsible under authority commencing on the 23rd day of September, 1985 and ending on the 25th day of September, 1985, and such survey is accurately represented on this map.

Thomas R. Christopher
Wyoming R.L.S. No. 4266

APPLICANT'S CERTIFICATE

This is to certify that Thomas R. Christopher who subscribed the statement hereon is the person employed by the undersigned applicant to prepare this map, which has been adopted by the applicant as the approximate final location of the works thereby shown; and that this map is filed as a part of the complete application, and in order that the applicant may obtain the benefits of Section 28 of the act of February 25, 1920 (41 Stat. 449) as amended by the acts of August 21, 1935 and August 12, 1953 (49 Stat. 678, 67 Stat 557, 30 U.S.C. 185); and I further certify that the right-of-way herein described is desired for utilities.

for Exxon Company USA

MAP

TO ACCOMPANY APPLICATION
FOR RIGHT-OF-WAY OF
UTILITIES

applicant:
Exxon Company U.S.A.
P.O. Box 1600
Midland, Texas 79702

Date: 10/1/85 By: M Job no. 85151.000

Prepared by William H. Smith & Assoc. P.C., Surveying Consultants, Green River, Wyoming

EXHIBIT "C"

TRACT 1:

A strip of land for the construction and maintenance of utilities as required located in the South one-half (S/2) of the Northeast Quarter (NE/4), Township 28 North, Range 114 West of the 6th Principal Meridian, Sublette County, Wyoming, and also a part of Lot 5 of Black Canyon Subdivision as platted and filed in the Office of the Sublette County Clerk and Ex-Officio Register of Deeds. Said strip of land being sixty (60) feet in width and thirty (30) feet on each side of the following described centerline.

BEGINNING at a point located North 87°44'01" West, 965.67 feet from the East One-quarter (E/4) Section Corner of Section 26, Township 28 North, Range 114 West of the 6th Principal Meridian, Sublette County, Wyoming and said point also being on the Easterly Line of Lot 5 of the Black Canyon Subdivision as platted and filed in the Office of the Sublette County Clerk and Ex-Officio Register of Deeds in and for said county;

Thence North 89°30'53" West, along said centerline, 373.28 feet to a point on the Westerly Line of said Lot 5 of the Black Canyon Subdivision and said point being located South 89°56'35" West, 4015.06 feet from the West One-quarter (W/4) Section Corner of said Section 26, Township 28 North, Range 114 West.

Said strip of land is 373.28 feet in length or 22.62 rods, and contains 0.514 acres, more or less.

Basis of bearings are true bearings developed from the Wyoming State Coordinate System, West Zone. Delta Alpha equals - 0°11'01". Combination elevation scale factor equals 0.999626.

TRACT 2:

A strip of land for the construction and maintenance of utilities as required located in the South one-half (S/2) of the Northeast Quarter (NE/4), Township 28 North, Range 114 West of the 6th Principal Meridian, Sublette County, Wyoming. Said strip of land being sixty (60) feet in width and thirty (30) feet on each side of the following described centerline.

BEGINNING at a point located North 88°13'49" West, 1,388.82 feet from the East One-quarter (E/4) Section Corner of Section 26, Township 28 North, Range 114 West of the 6th Principal Meridian, Sublette County, Wyoming and said point also being on the West Boundary of the Black Canyon Subdivision as platted and filed in the Office of the Sublette County Clerk and Ex-Officio Register of Deeds in and for said county;

Thence North 89°30'53" West along said centerline, 1079.09 feet to a point on the East Line of the Exxon Company, U.S.A. Fogarty Creek Trunkline Right-of-Way as of record and said point being located South 89°55'00" East, 2936.01 feet from the West One-quarter (W/4) Section Corner of said Section 26, Township 28 North, Range 114West.

Said strip of land is 1,079.09 feet in length or 65.40 rods in length and contains 1.486 acres, more or less.

Basis of bearings are true bearings developed from the Wyoming State Coordinate System, West Zone. Delta Alpha equals - 0°11'01". Combination elevation scale factor equals 0.999626.

\rgg\69622.pl:lsj

Easement

KNOW ALL MEN BY THESE PRESENT:

That I, the undersigned Robert R. Sissman, for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto Timothy J. Colletti, a perpetual easement and right of way for access to the Bridger Teton National Forest across the premises of the grantor in Sublette County, State of Wyoming, along a line described as follows, to wit:

Being part of lot 16 of Rim Ranches, Ammended Subdivision located in Section 33, T37N, R111W.

Beginning at a point 4.5 feet south of Northwest property corner of lot 16; thence to a point 4.5 feet east of Northwest property corner of lot 16.

Right-of-way width 3.5 feet on each side of described line.

The property described in this easement is to be properly maintained with vegetation identical to the surrounding and no impervious surface of any kind is to be applied in any way to the said surface of the land. The existing contours of the said easement are not to be altered in any way whatosever. No fencing will be allowed to define this easement unless placed upon its borders by the property owner (grantor) of this easement. If scarring or wear and tear to the surface and vegetation of said easement go beyond what is reasonable and expected by the use of horses and human pedestrians upon this surface, the grantee, Timothy J. Colletti, will be responsible for repair suitable to the grantor of this easement.

Witness the hand of said grantor, this 9th day of September, 1993.

Robert R. Sissman

State of Wyoming }

County of Lincoln }

The foregoing instrument was acknowledged before me by

Robert R. Sissman

as his free act and deed this 9th day of September.

Billie Davidson
County of
My Commission
Notary Public
State of

Billie Davidson
Notary

My commission expires:
Jan. 20, 1996

243519

Oct. 8, 1993 2:10 pM
42 Misc PAGE 112
6.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
by Cathy Saxton

SHERIFF'S CERTIFICATE OF PURCHASE AT FORECLOSURE SALE

THIS CERTIFICATE made on this 6th day of October, 1993 by the Sheriff of Sublette County, State of Wyoming, to **State of Wyoming, of Barrett Building, 4th Floor, Cheyenne, Wyoming 82002,**

WITNESSETH:

WHEREAS, a Mortgage was executed by Mark C. White and Jean R. White, husband and wife on February 13, 1990, to State of Wyoming, Mortgagee, for the following described real property:

> Township 31 North, Range 111 West of the 6th P.M., Sublette County, Wyoming Section 34: NW¼SW¼, also known as 100 Muddy Creek Road, Big Piney WY 83113.

which Mortgage was on February 16, 1990, duly recorded in Book 52 mtg, Page 188, in the Office of the County Clerk and Ex-Officio Registrar of Deeds of Sublette County, Wyoming. The current record owner of the property is Mark C. White and Jean R. White.

WHEREAS, a delinquency in payments occurred, pursuant to provisions of said Mortgage and the said Mortgagee, did elect to accelerate and declare the power of sale contained in said Mortgage to be operative; that pursuant to the provisions of Wyoming Statutes, 1977, §34-4-101 through §34-4-113 , I, Jack N. Cain, do hereby certify that the property foreclosed is situated in Sublette county, Wyoming, and more particularly described above, and was duly advertised in the Pinedale Roundup, a newspaper of general circulation in Sublette County, Wyoming for four (4) consecutive weeks, to wit: September 9, 16, 23, 30, 1993 , and is more fully shown by the Affidavit of Publication attached hereto; and

THAT said property was sold in one parcel at public vendue in accordance with the Notice of Foreclosure Sale at the date and time set forth, to wit: October 6, 1993 at 10:00 a.m. Said sale was made by me, and the above described property was sold to **State of Wyoming, of Barrett Building, 4th Floor, Cheyenne, Wyoming 82002,** in the sum of **$20,000.00**; and

THAT by virtue of said sale and purchase, the payment of said money as aforesaid by said Purchaser, and the authority vested in me thereby and by law, I hereby give and grant this, my Certificate of Sale, to **State of Wyoming, of Barrett Building, 4th Floor, Cheyenne, Wyoming 82002,** and do hereby certify that said Purchaser will be entitled to a Sheriff's Deed of such lands and tenements at the expiration of 12 months and thirty (30) days from the date of this sale, unless the same shall have been redeemed prior to that date as provided by law, and that I will give and grant unto the said **State of Wyoming**, its successors or assigns, a Deed conveying said property as provided by Law.

243558

October 13 1993 10:00 AM

BOOK 62 Misc PAGE 113

Jacc Mary O'Griffin COUNTY CLERK

SUBLETTE COUNTY, PINEDALE WYOMING

by Cathy Sexton

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of October, 1993.

SHERIFF OF SUBLETTE COUNTY
STATE OF WYOMING

Jack N. Cain

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

On this 6th day of October, 1993, before me personally appeared Jack N. Cain, to me personally known, who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed for the purposes therein set forth.

Witness my hand and official seal.

Bethany B. Walker
Notary Public

NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

My Commission Expires 4/5/96.

115 ATTORNEYS AT LAW
P.O. BOX 945
Cheyenne, Wyoming 82003-0945

TELEPHONE (307) 635-4111

Peter J. McNiff
John C. Patton
Alexander K. Davison *
*ADMITTED IN WY, CO AND NE

Joseph F. Maier
OF COUNSEL

RECEIVED
SEP 03 1993
SPECIAL PROCEDURES
CHEYENNE, WYO

August 26, 1993

CERTIFIED MAIL

District Director of
Internal Revenue
308 W. 21st Street
Cheyenne, WY 82001

ATTENTION: Chief, Special Procedures Staff

Please find enclosed this Notice of Sale in duplicate. To confirm receipt of this Notice, **the copy should be returned to our office** with your "received" stamp on it in the envelope provided.

NOTICE OF SALE

(1) The name and address of the person submitting the notice: McNiff, Patton & Davison, 1920 Thomes Ave., Suite 600, P.O. Box 945, Cheyenne, Wyoming on behalf of State of Wyoming.

(2) A copy of the notice of Federal Tax Lien, Form 668, is attached, if available, and in addition we provide the following information:

(a) The internal revenue district named is **Cheyenne, WY;**

(b) The name and address of the taxpayer is **Timberline Log Furniture, Inc., a corporation;** and

(c) The date and place the notice of lien was filed is **June 28, 1993, Sublette County Clerk, Pinedale, WY 82941.**

(3) A detailed description, including location, of the property affected by the notice is **Township 31 North, Range 111 West of the 6th P.M., Sublette County, Wyoming Section 34: NW¼SW¼.**

(4) Not applicable.

RECEIVED
SEP - 7 1993
McNIFF, PATTON
& DAVISON

OFFICE:
CITY CENTER BUILDING
1920 THOMES AVENUE, SUITE 600
CHEYENNE, WYOMING 82001

FAX (307) 635-6904

(5) The date, time, place, and terms of the sale of the property are as follows: October 6, 1993, 10:00 a.m., at the front steps of the Courthouse in Pinedale, Sublette County, Wyoming. The terms of the sale are cash at the time of Sale.

(6) The approximate amount of the principal obligation is $32,785.14; interest - $1,246.27; Late Charges - $100.00; and Attorney's Fees - $600.00, chargeable against the sale proceeds.

Sincerely,

McNIFF, PATTON & DAVISON

By:

John C. Patton

JCP:mlh

Enclosure

AFFIDAVIT OF MAILING

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

I, John C. Patton, being first duly sworn upon my oath, depose and state as follow:

1. That he is an Attorney at Law and has been admitted to practice in the State of Wyoming, is a member of the firm of McNiff, Patton & Davison, and is a resident of the State of Wyoming.

2. That I caused a Notice of Intent to Foreclose Mortgage by advertisement and sale to be sent to Mark C. and Jean R. White, the record owner(s) and Mark C. and Jean R. White the party(s) in possession, by Certified Mail with Return Receipt Requested, on August 26, 1993 at least ten (10) days before the commencement of publication of the Notice of Sale.

FURTHER AFFIANT SAYETH NAUGHT.

John C. Patton
of McNiff, Patton & Davison

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was subscribed and sworn to before me by JOHN C. PATTON on October 6, 1993

Witness my hand and official seal.

Notary Public

My Commission expires:

MONICA L. HAMMOCK - Notary Public
County of Laramie
State of Wyoming
My Commission Expires January 2, 1995

ATTORNEY'S FEE AFFIDAVIT

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

I, John C. Patton, being first duly sworn upon my oath, depose and state as follow:

1. That he is an Attorney at Law and has been admitted to practice in the State of Wyoming, is a member of the firm of McNiff, Patton & Davison, and is a resident of the State of Wyoming.

2. That this Affidavit is being filed pursuant to the provisions of §34-4-112, Wyoming Statutes, 1977, and has been filed with the Sheriff below named.

3. That on October 6, 1993, he caused a Mortgage to be foreclosed in Sublette County, Wyoming and that the mortgaged premises were sold by the Sheriff of Sublette County at 10:00 a.m. on said date.

4. That there is no agreement, express or implied, between himself and his client, State of Wyoming, of Barrett Building, 4th Floor, Cheyenne, Wyoming 82002, nor between himself and any other person for any sharing or division of the $800.00 fee which was charged for said foreclosure except with partners of McNiff, Patton & Davison or other attorneys as they may hire to participate in the foreclosure action.

5. That the mortgage referred to was given by Mark C. White and Jean R. White, husband and wife, to State of Wyoming, Mortgagee, for the following described real property:

Township 31 North, Range 111 West of the 6th P.M., Sublette County, Wyoming
Section 34: NW¼SW¼

which mortgage was recorded on February 16, 1990, in Book 52 mtg, Page 188, in the Office of the County Clerk and Ex-

Officio Registrar of Deeds of Sublette County, Wyoming. The current record owner of the property is Mark C. White and Jean R. White.

FURTHER AFFIANT SAYETH NAUGHT.

John C. Patton
of McNiff, Patton & Davison

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was subscribed and sworn to before me by JOHN C. PATTON on October 6, 1993

Witness my hand and official seal.

Notary Public

My Commission expires:

MONICA L. HAMMOCK - Notary Public
County of Laramie
State of Wyoming
My Commission Expires January 2, 1995

PUBLIC NOTICES

with, which Mortgage embraced the following real property to-wit:

Township 31 North, Range 111 West of the 6th P.M., Sublette County, Wyoming Section 34: NW 1/4 SW 1/4, also known as 100 Muddy Creek Road, Big Piney WY 83113.

Which mortgage was on February 16, 1990, duly recorded in Book 52 mtg, Page 188, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming. The current record owner of the property is Mark C. White and Jean R. White. That the note is in default; and

WHEREAS, the default in said Mortgage has occurred by reason of the failure of the Mortgagor or assignees to pay the principal and the interest due thereon when the same became due and payable and said Mortgage contained a power of sale to the effect that a default occurring in the conditions thereof will authorize the Mortgagee or its assigns at its or their option to declare the debt secured thereby to be due and payable and proceed according to law to advertise and sell said property to satisfy the same; and

WHEREAS, no suit or proceeding has been instituted at law to recover the debt remaining secured by said Mortgage, or any part thereof, or if instituted such action has been discontinued; and State of Wyoming, of Barrett Building, 4th Floor, Cheyenne, Wyoming 82002, is the owner of said Note and Mortgage; and

WHEREAS, written notice of intent to foreclose the Mortgage by advertisement and sale has been served upon the record owner and party in possession;

NOW THEREFORE, Notice is hereby given that the above described real property will be offered for sale and sold by the Sheriff of Sublette County, Wyoming, or his Deputy, to the highest bidder for cash at public vendue at the front steps of the Sublette County Courthouse, Pinedale, Wyoming, at the hour of 10:00 a.m., on October 6, 1993. However, such sale shall not be held unless a representative of the Mortgagee is present. There is due and owing as of the first date of publication the sum of $34,131.41. Publication will be September 9, 16, 23, 30, 1993. Such sum will continue to accrue interest, late charges, and any other penalties as provided by the mortgage, all to the date of sale, and additionally there shall be added to the indebtedness all costs and attorney's fees associated with the foreclosure.

PUBLISH: September 9, 16, 23, 30, 1993
State of Wyoming, Mortgagee
c/o McNiff, Patton and Davison
Attorneys at Law
P.O. Box 945
Cheyenne, Wyoming 82003

= PUBLICATION

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

I, ...Linda Fantin.., being first dully sworn, deposes and says that she is the Managing 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 the ....9.... day of Sept....., 1993 and the last publication thereof on the 30 day of Sept....., 1993

Linda Fantin

Subscribed in my presence and sworn to before me this 30 day of Sept....., 1993

.....Rhonda Swain.....

Notary Public

My Commission Expires December 3, 1995

Rhonda Swain
County of Sublette
My
Notary Public
State of Wyoming
95

RECEIVED
OCT - 6 1993

120

121

NOTICE OF INTENT TO FORECLOSE MORTGAGE

TO:

Mark C. and Jean R. White
100 Muddy Creek Road
Big Piney WY 83113

TAKE NOTICE that pursuant to applicable Wyoming Statutes, and in particular Wyoming Statutes §34-4-103, you are hereby notified that State of Wyoming, of Barrett Building, 4th Floor, Cheyenne, Wyoming 82002, Mortgagee, intends to foreclose by advertisement and sale that certain mortgage given and executed by Mark C. White and Jean R. White, husband and wife to secure a Mortgage Note given and executed by Mark C. White and Jean R. White, husband and wife. Said note and mortgage was given and executed on February 13, 1990 and recorded on February 16, 1990 in Book 52 mtg, Page 188, in the Office of the County Clerk and Ex-Officio Registrar of Deeds of Sublette County, Wyoming, to State of Wyoming. The current record owner of the property is Mark C. White and Jean R. White. The Note is in default with the date of the last payment being April 1, 1993. There is due and owing as of the date of first publication the sum of $34,131.41. Such sum will continue to accrue interest, late charges, and any other penalties as provided by the mortgage, all to the date of sale, and additionally there shall be added to the indebtedness all costs and attorney's fees associated with the foreclosure.

THIS NOTICE is sent to you as the record owner and or the person in possession of the mortgaged premises described as follows:

> Township 31 North, Range 111 West of the 6th P.M., Sublette County, Wyoming
> Section 34: NW¼SW¼

by certified mail, with return receipt requested, mailed to your last known address ten (10) days before the commencement of the publication of the Notice of Sale.

[redacted] [redacted] [redacted]

THE DATE of first publication of The Notice of Foreclosure Sale, and the subsequent publication dates are **September 9, 16, 23, 30, 1993.** Sale of the premises will be conducted by the Sheriff of Sublette County, Wyoming on **October 6, 1993,** at 10:00 a.m., at the front steps of the Sublette County Courthouse, Pinedale, Wyoming.

Unless you, within thirty (30) days after receipt of this notice, dispute the validity of the debt, or any portion thereof, we will assume the debt to be valid. If you notify us in writing within the thirty (30) day period that the debt, or any portion thereof is disputed, we will obtain verification of the debt, and a copy of such verification will be mailed to you. Upon your written request within the thirty (30) day period, we will provide you with the name and address of the original creditor, if different from the current creditor.

Dated this 26 day of August, 1993.

State of Wyoming

By: _____

John C. Patton
of McNiff, Patton & Davison
1920 Thomes Avenue, Suite 600
P.O. Box 945
Cheyenne, Wyoming 82003
(307) 635-4111
Attorneys for Mortgagee

SENDER:
- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt Fee will provide you the signature of the person delivered to and the date of delivery.

I also wish to receive the following services (for an extra fee):
1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Mark C. White
Jean R. White
100 Muddy Creek Road
Big Piney WY 83113

4a. Article Number
P 377 638 392

4b. Service Type
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery
9-3-93

5. Signature (Addressee)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature (Agent)
Marlene Lyne

PS Form 3811, November 1990 ★U.S. GPO: 1991—287-068 **DOMESTIC RETURN RECEIPT**

SENDER:
- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt Fee will provide you the signature of the person delivered to and the date of delivery.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Mark C. White
Jean R. White
P.O. Box 662
Big Piney WY 83113

4a. Article Number
P 377 638 391

4b. Service Type
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery
9-3-93

5. Signature (Addressee)

6. Signature (Agent)
Marlene Price

8. Addressee's Address (Only if requested and fee is paid)

PS Form **3811**, November 1990 ☆U.S. GPO: 1991—287-066 **DOMESTIC RETURN RECEIPT**

SENDER:
- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt Fee will provide you the signature of the person delivered to and the date of delivery.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

District Director of
Internal Revenue
308 W. 21st Street
Cheyenne WY 82001

4a. Article Number
P 377 638-389

4b. Service Type
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery
9-1-93

5. Signature (Addressee)

6. Signature (Agent)
Kenneth W. Mark

8. Addressee's Address (Only if requested and fee is paid)

PS Form **3811**, November 1990 ☆U.S. GPO: 1991—287-066 **DOMESTIC RETURN RECEIPT**

SENDER:
- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt Fee will provide you the signature of the person delivered to and the date of delivery.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Key Bank of Wyoming
P.O. Box 428
Big Piney WY 83113

4a. Article Number
P 377 638 390

4b. Service Type
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery
8-30-93

5. Signature (Addressee)
Katee Kemp

6. Signature (Agent)

8. Addressee's Address (Only if requested and fee is paid)

PS Form **3811**, November 1990 ☆U.S. GPO: 1991—287-066 **DOMESTIC RETURN RECEIPT**

SENDER:
- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt Fee will provide you the signature of the person delivered to and the date of delivery.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

State of Wyoming
Department of Employment
Unemployment Insurance Division
P.O. Box 2760
Casper WY 82602-2760

4a. Article Number
P 377 638 388

4b. Service Type
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery
8-30-93

5. Signature (Addressee)
DIS

6. Signature (Agent)

8. Addressee's Address (Only if requested and fee is paid)

PS Form **3811**, November 1990 ☆U.S. GPO: 1991—287-066 **DOMESTIC RETURN RECEIPT**

ROAD EASEMENT

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

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 and sufficiency of which is hereby acknowledged, J. F. RANCH, INC., a Wyoming Corporation, of Box 280, Big Piney, Wyoming 83113, hereinafter called GRANTOR (whether one or more), hereby grants, and conveys to MOBIL OIL CORPORATION, a New York Corporation having a permit to conduct business in the State of Wyoming, whose address is P.O. Box 370, Big Piney, Wyoming, 83113, its successors and assigns, hereinafter called GRANTEE, the rights of way, easements and privileges to construct, operate and maintain a roadway, together with such gates, cattleguards, barrow ditches and similar appurtenances as may be necessary or convenient to the operation of said roadway, over, across and through the following described lands:

Said lands lying with Sublette County, Wyoming, and described as follows:

The NW¼ of Section 33, Township 27 North, Range 113 West, Sublette County, Wyoming

With ingress and egress to and from the same.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, so long as the same shall be used for the purposes aforesaid, and Grantee hereby agrees to pay any damages which may arise to crops, timber, or fences from the use of said premises for such purposes.

~~Grantor covenants and agrees that he will not impound water or construct buildings or structures of any type whatsoever within 25 feet of any road constructed on said land.~~ W?M

243570

RECORDED Oct. 13, 1993 11:55AM
BOOK 162 Misc PAGE 124
FEES $ 8.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

The rights of way, easements and privileges herein granted are each divisible and are each assignable or transferable, in whole or in part.

EXECUTED This 10 day of ~~August~~ September, A.D. 1993.

J. F. RANCH, INCORPORATED

ATTEST: R. McGinnis

Jay McGinnis

JAY MC GINNIS, President

State of Wyoming)
)
County of Sublette)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jay McGinnis who acknowledged to me that he executed the within and foregoing instrument on behalf of J. F. Ranch, Inc. as its president as his free and voluntary act and deed and as the free and voluntary act and deed of the said corporation for the uses and purposes therein set forth and in the capacity therein stated.

Given under my hand and seal on this the 10th day of ~~August~~ September, A.D., 1993.

County of Sublette State of Wyoming

My Commission Expires Jan. 10, 1994-95

Kathleen A. Lang

Notary Public

Return to: Mobil Pipe Line Company
P.O. Box 900
Dallas, TX 75221

Records Administrator
Right-of-Way Dept. Rm: 1606-B

Original Copy

EASEMENT

Midway Ranch, Grantor, does hereby convey and warrant to Zane E. Newsom and Florence Marie Newsom, their successors in interest and assigns, Grantee, for the sum of One ($1.00) Dollar and other valuable consideration, a perpetual easement and use of a Irrigation Pumping Station and Irrigation Ditch owned by the Grantee, across real property located in Sublette County, Wyoming, described as follows:

SE 1/4, W 1/2, Lots 6 and 8, Section 21, Township 27 North, Range 112 West of the 6th P.M.

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 29 day of Sept, 1993.

Midway Ranch

BY: Walter Yose, partner

STATE OF WYOMING,

COUNTY OF Lincoln.

The foregoing instrument was acknowledged before me this 29 day of September 1993, By Walter Yose.

WITNESS my hand and official seal.

DENNIS E. HACKLIN
Notary Public - State of Wyoming
Lincoln County, Wyoming
My Commission expires:
January 4, 1995

Dennis E. Hacklin
Notary Public

Residing at: LaBarge, Wyo

243577

RECORDED October 13, 1993 2:30 PM
IN BOOK 142 Miscellaneous PAGE 126
FEES $ 6.00 Mary O. Gray COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

BILL OF SALE

KNOWN ALL MEN BY THESE PRESENTS, That **BOBBIE L. AMOS, a/k/a BOBBIE LYNN AMOS,** of the County of Sublette and State of Wyoming, the party of the first part, for and in consideration of the payment of $62,000.00 in lawful money of the United States of America, to her in hand paid by **WILLIAM J. BACKS and JANET P. BACKS,** husband and wife, of P.O. Box 97, Boulder, WY 82922, the parties of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto the said parties of the second part, their heirs, executors, administrators and assigns, the following described property, to-wit:

Term Special Use (Recreation Residence) Permit issued by the U.S. Department of Agriculture, Forest Service to JOHN D. AMOS and BOBBIE L. AMOS for Lot 12 Sylvan Bay Summer Homesites. (As conveyed to Bobbie Lynn Amos in her sole name in that certain Decree Of Divorce as recorded in Book 55 of Miscellaneous, Page 143 in the office of the County Clerk, Sublette County, Wyoming.

All improvements located on the property covered by the aforementioned permit, including, but not limited to a residence structure. (approx. 896 square foot dwelling and a double car garage.)

All personal property located in the above described improvements as set out in Exhibit "A" hereto and incorporated herein as if set forth in full.

TO HAVE AND TO HOLD the same to the said parties of the second part, their heirs, executors, administrators and assigns forever. And does for herself 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.

DATED this 20TH day of SEPTEMBER, 1993.

243618

FILED
OCTOBER 18 1993 2:15PM
62 MISC BOOK 64 PAGE 127
10.00 MARY GOUNTY CLERK
SUBLETTE COUNTY KEMMERER WYOMING
by Barbara A. Walker

Bobbie L. Amos aka Bobbie Lynn Amos
BOBBIE L. AMOS, a/k/a Bobbie Lynn Amos

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **BILL OF SALE** was acknowledged before me by BOBBIE L. AMOS, a/k/a Bobbie Lynn Amos, this 20th day of September, 1993.

Witness my hand and official seal.

Kathryn Johnsey
County of
Sublette
My Commission Expires

Notary Public
State of
Wyoming
2-11-96

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"

2 Tables (1 table is bumper pool) and Chairs
3 Couches
Recliner
Coffee Table
All Window Coverings
2 End Tables
Bar Stools
Bed
Dresser (built in)
Dice Chairs
Refrigerator in Garage
3 Hanging Lamps
Woodstove
Range
Refrigerator (built in)
Mattress and Box Springs in Garage

ASSIGNMENT

Know all men by these presents:

That I Jennie Budd Jordan, of Sarasota, Florida, do hereby transfer, set over, and assign to my children, Lee A. Jordan, D. B. Jordan, and Karen G. Bailey, in equal shares, all my right, title, interest, and equity in and to the C. P. Budd Estate (my father) of Sublette County, Wyoming, including, but not limited to, the royalty interest which I presently receive from Enron Oil and Gas Company, identified as: 0020140001 (B33-10), and 0107940001 (MP12-10) Big Piney Shallow Prospect.

This assignment is executed in return for a valid consideration, the full receipt of which is acknowledged, and is meant to include ALL my ownership, interest, and equity in and to said C. P. Budd Estate, wherever located and whenever developed or found, including, but not limited to, city lots, real or personal property, royalties, ~~courses~~ causes of action, etc.

In witness whereof, I have set my hand this 12th day of October, 1993.

Jennie Budd Jordan

STATE OF FLORIDA)
: ss
County of Sarasota)

On this 12th day of October, 19____, before me, the undersigned Notary Public for the State of Florida, personally appeared Jennie B. Jordan, known to me to be the person who executed the above document and acknowledged to me that she executed the same as her own free act and deed.

In witness whereof, I have hereunto set my hand and seal this 12th day of October, 1993.

JERRY L. STUBBLEFIELD NOTARY SEAL PUBLIC STATE OF FLORIDA

Jerry L. Stubblefield
Notary Public for the State of Florida
Residing at Sarasota, Florida
My commission expires: May 29, 1995

243625

RECEIVED Oct. 18 1993 4:40 PM
IN BOOK 62 Misc. PAGE 130
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

CORRECTED
LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT the PINEDALE AIRPORT BOARD, of Sublette County, Wyoming, for and in consideration of the rent hereinafter reserved, HAS LET AND LEASED and by these presents DOES LET AND LEASE unto Lewis Gage and Carmen M. Gage, Trustees of the Lewis Gage and Carmen M. Gage Trust Agreement dated March 16, 1993 the following described lands and real estate situated in the County of Sublette and State of Wyoming, to-wit:

A tract of land located in the NE1/4SE1/4 Section 25, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:
Beginning at a point which is N.00°46'44"W., along the west line of the E1/2 of the SE1/4 of Section 25, a distance of 1722.32 feet from the southwest corner of the SE1/4SE1/4, said point being the southwest corner of said tract;
Thence from point of beginning N.00°46'44"W., a distance of 60.00 feet;
Thence N.89°13'16"E., a distance of 70.00feet;
Thence S.00°46'44"E., a distance of 60.00 feet;
Thence S.89°13'16"W., a distance of 70.00 feet to the point of beginning.
The foregoing described tract contains 4200 square feet.

TO HAVE AND TO HOLD unto the said Lessee FROM AND AFTER THE DATE HEREOF for a period of FIVE (5) YEARS and TO EXPIRE on the 10th day of JUly, 19 97;

In consideration of the within demise and lease Lessee shall pay the sum of Eight hundred, Eighty-two and no/100 ----------DOLLARS ($ 882.00), the same to be payable in FIVE (5) equal installments each in the amount of One Hundred, Seventy-six and 40/100 DOLLARS ($ 176.40) and the first of which to be due and payable on the 1st day of July 19 92, receipt whereof is hereby acknowledged, and a like sum on the 1st day of July in each year hereafter succeeding throughout the term hereof;

The Lessee may renew the within lease for an additional term of FIVE (5) YEARS to commence upon the expiration of the term herein granted and upon such terms as may be mutually agreeable to the parties and Lessee shall deliver unto Lessor notice of intention to renew, SUBJECT TO the negotiation of terms, ON OR BEFORE the 1st day of July, 19 97;

RECORDED Oct. 20, 1993 11:40AM
243651 BOOK 62 Misc. PAGE 131
FEES $ 8.00 Mary D. Lankford
SUBL...
By Cathy Sexton

The purpose of this lease is to allow Lessee to construct and maintain an airplane hangar on said premises. If no hangar is on the premises, construction must be commenced WITHIN ONE HUNDRED EIGHTY (180) DAYS of commencement of this lease and completed WITHIN ONE HUNDRED EIGHTY (180) DAYS after commencement. Failure to do so will cause this lease to terminate. If a hangar is on the premises or after construction thereof, the premises must thereafter be used primarily for the hangaring of airplanes. Failure to primarily so use the premises for any consecutive period of SIXTY (60) DAYS will cause this lease to terminate.

At the expiration or termination of this lease, Lessee shall have a period of NINETY (90) DAYS thereafter within which to remove any improvements placed on the premises by Lessee. Any improvements not so removed will be deemed abandoned by Lessee and will become the sole property of Lessor.

DATED this 20th day of October, 19 93.

PINEDALE AIRPORT BOARD

Attest:

By Harold E. Asire
Its Chairman

By Virginia M. Delgado
Its Secretary

x Carmen M. Gage, Trustees
Lessee
of the Louis Gage and
Carmen M. Gage Trust
Agreement Dated March 16,
1993

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Harold E. Asire and Virginia Delgado this 20th day of October, 19 93.

Witness my hand and official seal.

TONI A. BOHNET
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Feb. 2, 1997

NOTARY PUBLIC SUBLETTE COUNTY WYOMING TONI A. BOHNET

Notary Public

My commission expires: 02/02/97

AMENDMENT TO RESTRICTIVE COVENANTS OF MIDDLE BUTTE ESTATES

WHEREAS, on October 2, 1992, Restrictive Covenants were recorded in Book 60 of Miscellaneous, Page 672, governing Middle Butte Estates, a subdivision of record in Sublette County, Wyoming; and

WHEREAS, said covenants provide in Paragraph 20 that they may be amended upon the written filing of three-fourths of all members of the Homeowners Association; and

WHEREAS, it now appears to be in the best interest of the Homeowners Association to amend said covenants; and

WHEREAS, the undersigned comprise the parties who executed the original Restrictive Covenants and at least three-fourths of all owners of property contained in the plat, the same being all members of the Homeowners Association:

NOW, THEREFORE, PURSUANT TO THE PROVISIONS OF THE RESTRICTIVE COVENANTS OF MIDDLE BUTTE ESTATES ABOVE DESCRIBED, SAID RESTRICTIVE COVENANTS ARE AMENDED AS FOLLOWS:

1. Paragraph 2 of the Middle Butte Estates Declaration of Restrictive Covenants is deleted and the following Paragraph 2 is substituted in place thereof:

> 2. No Structures other than single family dwellings and supporting structures incidental to single family residential use shall be permitted, which incidental structures may include a utility building or barn. No more than one residential building shall be constructed on each lot, provided, however, that a guest house may be constructed, with the size, location and design of such guest house subject to the approval of the Homeowner's Association.

2. This amendment becomes effective upon the recording thereof in the office of the County Clerk, Sublette County, Wyoming.

Dated this 25 day of August, 1993.

MIDDLE BUTTE ESTATES:

ARTHUR KOLIS

ANGELA THEOS,
aka ANGIE THEOS

ASPASIA K. HANSON,
aka ASPASIA HANSON

MARK DOMEK

JEFFREY SCOTT HOGLE

PATRICIA POLETTI

DIANNA GENTRY-HOGLE

RECORDED Aug 26 1993 AT 2:22 PM
IN BOOK 62 PAGE 133
FEES $ 6.00
SUBLETTE COUNTY CLERK
COUNTY, PINEDALE WYOMING
243655

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 25th day of August, 1993, by ARTHUR KOLIS and ANGELA THEOS.
Witness my hand and official seal.

[illegible] K. BRANDENBURG - Notary Public
County of Sublette
State of Wyoming
June 21, 1997

Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF SANTA CLARA)

The foregoing instrument was acknowledged before me this 21 day of Aug, 1993, by ASPASIA K. HANSON.
Witness my hand and official seal.

OFFICIAL SEAL
JOHN B SORCI
NOTARY PUBLIC-CALIFORNIA
SANTA CLARA COUNTY
MY COMM. EXP. OCT. 1, 1994

Notary Public

OFFICIAL SEAL
JOHN B SORCI
NOTARY PUBLIC-CALIFORNIA
SANTA CLARA COUNTY
MY COMM. EXP. OCT. 1, 1994

STATE OF WYOMING)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this 21 day of September, 1993, by MARK DOMEK and PATRICIA POLETTI.
Witness my hand and official seal.

[illegible] M. Brantchak
County of Lincoln
My Commission Expires
Notary Public
State of Wyoming
Nov. 16, 1995

Notary Public

STATE OF WYOMING)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this 15th day of October, 1993, by JEFFREY SCOTT HOGLE and DIANNA GENTRY-HOGLE.

DEANNA K. HILL · NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
MY COMMISSION [illegible] SEP 27, 1995

Notary Public

MEMORANDUM OF SALE AGREEMENT

An Installment Land Contract has been entered into between Bondurant Capital Limited Liability Company, a Wyoming limited liability company, as Seller, and Larry D. Leeper and Debra K. Leeper, husband and wife, collectively as Buyer, whose address is P. O. Box 3712, Jackson, Wyoming, 83001, for the sale and purchase of the following described real estate:

> Tract No. 6 of Bondurant Ranches more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein.
>
> Including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, and any rights of grantor to minerals thereunder, but subject to taxes, assessments, covenants, conditions, restrictions, reservations, encroachments, rights-of-way and easements of sight or record (the "Property").

Buyer shall be entitled to enter into possession of the Property on the date of closing.

Seller shall, upon payment in full of the purchase price as provided in the Installment Land Contract, cause a Warranty Deed conveying the Property to be delivered to the Buyer, subject to Seller's right to terminate the Installment Land Contract for default.

THIS MEMORANDUM IS FOR INFORMATION AND RECORDATION PURPOSES ONLY AND DOES NOT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES.

SELLER:

BONDURANT CAPITAL LIMITED LIABILITY COMPANY, a Wyoming limited liability company

BY: _____
its Manager

BUYER:

_____
Larry D. Leeper

_____
Debra K. Leeper

243692

RECORDED Oct. 21, 1993 3:44 PM
IN BOOK 113 Misc PAGE 135
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Ronald D Saypol as Manager of Bondurant Capital Limited Liability Company, a Wyoming limited liability company, this 15th day of October, 1993.

Witness my hand and official seal.

FRAN[illegible] PUBLIC
State of Wyoming
County of Teton
My Commission Expires Feb. 24, 1995

Frances L McNally
Notary Public

My Commission Expires: Feb 24, 1995

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Larry D. Leeper and Debra K. Leeper, this 15th day of October, 1993.

Witness my hand and official seal.

NANCY M. LAKOVITCH - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires Oct. 12, 1996

Nancy M. Lakovitch
Notary Public

My Commission Expires:

TRACT 6

A tract of land in the SE¼NE¼ of Section 9 and the SW¼NW¼, SE¼NW¼, and NW¼SW¼ of Section 10, T37N R113W, 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at the southeast corner of said SE¼NE¼ of Section 9 (the CE 1/16 corner);
Thence N 89°33'11"W, 947.72 feet along the south line of said SE¼NE¼ to a 5/8" diameter rebar with cap inscribed "PLS 3831";
Thence N 53°48'00"E, 1954.10 feet to a 5/8" diameter rebar with cap inscribed "PLS 3831" marking the intersection with the southwest right-of-way line of Wyoming Highway 187-189;
Thence N 55°14'45"E, 50.00 feet to the intersection with the center line of said highway;
Thence S 34°45'15"E, 861.58 feet along said center line;
Thence N 54°33'52"E, 50.00 feet to a 5/8" diameter rebar with cap inscribed "PLS 3831" marking the intersection with the northeast right-of-way line of said highway and the northwest corner of the tract described in the Warranty Deed recorded in Book 29 of Deeds, page 614;
Thence S 34°45'15"E, 166.40 feet along said northeast right-of-way line to a 5/8" diameter rebar with cap inscribed "PLS 3831" marking the southwest corner of said record tract;
Thence S 55°39'56"W, 100.00 feet to a 5/8" diameter rebar with cap inscribed "PLS 3831" marking the intersection with the southwest right-of-way line of said highway;
Thence continuing S 55°39'56"W, 1474.38 feet to a 5/8" diameter rebar with cap inscribed "PLS 3831" marking the intersection with the west line of said NW¼SW¼;
Thence N 00°20'23"E, 513.60 feet along said west line to the Point of Beginning.

Encompassing an area of 35.10, acres more or less.

Together with an access and utility easement, 60 feet in width, the south line of which is described as follows:
Beginning at a 5/8" diameter rebar with cap inscribed "PLS 3831" on the southeast line of the above described tract, from which the east corner of the above described tract is N 55°39'56"E, 299.00 feet;
Thence S 60°43'45"E, 317.35 feet;
Thence S 34°45'15"E, 523.84 feet, parallel with and 60.00 feet southwesterly of the southwest right-of-way line of Wyoming Highway 187-189.

Together with and subject to covenants, easements, and restrictions of sight or record.

All in accordance with the map to be filed in the Office of the Clerk of Sublette County, Wyoming titled "Revised Map of Survey, Bondurant Ranches, showing parts of Sections 4, 9 and 10, T37N, R113W, Sublette County, Wyoming".

Richard W. Greenwood, PLS
Revised August 17, 1993
2100-6.LEG

EXHIBIT "A"
Bondurant Capital/Leeper

LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT the PINEDALE AIRPORT BOARD, of Sublette County, Wyoming, for and in consideration of the rent hereinafter reserved, HAS LET AND LEASED and by these presents DOES LET AND LEASE unto Michael Cavanagh the following described lands and real estate situated in the County of Sublette and State of Wyoming, to-wit:

A tract of land located in the NE1/4SE1/4, Sec. 25, T33N, R109Wt, 6th P.M., Sublette County, Wyoming more particularly described as follows:
Beginning at a point (the Southeast corner of a tract of land presently leased to Dave Low) which is N. 19°49'W., a distance of 1883.7 feet from the Southeast corner of Sec. 25, T33N, R109W, thence from said point of beginning bear

S.64°-00'E, 65.0 ft.
Thence N.26°-00'E, 60.0 ft.
Thence N.64°-00'W. 65.0 ft.
Thence S.26°-00'W. 60.0 ft. to the point of beginning,
containing 0.09 acres.

TO HAVE AND TO HOLD unto the said Lessee FROM AND AFTER THE DATE HEREOF for a period of FIVE (5) YEARS and TO EXPIRE on the 31st day of September, 19 98;

In consideration of the within demise and lease Lessee shall pay the sum of Six hundred and no/100 ----------DOLLARS ($ 600.00), the same to be payable in FIVE (5) equal installments each in the amount of One Hundred, Twenty and no/100 DOLLARS ($ 120.00) and the first of which to be due and payable on the 1st day of October 19 93, receipt whereof is hereby acknowledged, and a like sum on the 1st day of October in each year hereafter succeeding throughout the term hereof;

The Lessee may renew the within lease for an additional term of FIVE (5) YEARS to commence upon the expiration of the term herein granted and upon such terms as may be mutually agreeable to the parties and Lessee shall deliver unto Lessor notice of intention to renew, SUBJECT TO the negotiation of terms, ON OR BEFORE the 1st day of October, 19 98;

243713

RECORDED Oct 22, 1993 1:15pM
IN BOOK 102 Misc 1 PAGE 138
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

The purpose of this lease is to allow Lessee to construct and maintain an airplane hangar on said premises. If no hangar is on the premises, construction must be commenced WITHIN ONE HUNDRED EIGHTY (180) DAYS of commencement of this lease and completed WITHIN ONE HUNDRED EIGHTY (180) DAYS after commencement. Failure to do so will cause this lease to terminate. If a hangar is on the premises or after construction thereof, the premises must thereafter be used primarily for the hangaring of airplanes. Failure to primarily so use the premises for any consecutive period of SIXTY (60) DAYS will cause this lease to terminate.

At the expiration or termination of this lease, Lessee shall have a period of NINETY (90) DAYS thereafter within which to remove any improvements placed on the premises by Lessee. Any improvements not so removed will be deemed abandoned by Lessee and will become the sole property of Lessor.

DATED this 20th day of October. 1993.

PINEDALE AIRPORT BOARD

Attest:

By Harold E. Asire
Its Chairman

By Virginia M. Delgado
Its Secretary

Michael B. Carroll
Lessee

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Harold Asire and Virginia Delgado this 22nd day of October, 1993.

Witness my hand and official seal.

TONI A. BOHNET
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Feb. 2, 1997

Toni A. Bohnet
Notary Public

My commission expires:

[redacted] DISTRICT COURT IN AND [redacted]UBLETTE COUNTY, WYOMIN[redacted]

NINTH JUDICIAL DISTRICT

ELIZABETH A. ELLIS, TRUSTEE OF THE ANNE E. BARGER FAMILY TRUST, Plaintiff, vs. FREDERICK L. SLOAN, DIANE L. SLOAN, BILL SHAW, and all unknown heirs, devisees, legatees, creditors and successors of said persons, 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, Defendants	Civil No. 5476

FILED

OCT 19 1993

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING
BY

DEFAULT JUDGMENT AND DECREE

THIS MATTER coming before the Court upon the Motion of the Plaintiff for default judgment against the Defendants, said Defendants not appearing, either in person or by an attorney, and the Court having examined the service and record is said cause, having seen the evidence adduced by the Plaintiff, and being now fully advised in the premises, FINDS that Plaintiff's Complaint was duly filed and served on Defendants by publication, all as shown by the Court file; that Defendants have failed in any manner to answer the Complaint or otherwise to appear, and the time for answering has expired; and that default against the Defendants has been duly entered.

Plaintiff by its Complaint seeks the decree of this Court, declaring the invalidity of any asserted claim of Defendants in and to certain real property and interests set forth in said Complaint, and quieting title against the claims of said Defendants. The Court further FINDS that no reason exists why judgment should not now be entered against Defendants; that Plaintiff have judgment against Defendants for the relief prayed for in its Complaint; and that Defendants have no claim, right,

243727

RECORDED Oct. 25, 1993 11:15AM
IN BOOK 112 Misc. PAGE 140
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Baxton

title or interest of any kind in and to the real property hereinafter described. /41

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. The following named Defendants:

FREDERICK L. SLOAN, DIANE L. SLOAN, BILL SHAW; and all unknown heirs, devisees, legatees, creditors and successors of said persons, 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,

have no claim whatsoever to any right, title, interest or estate in or to the lands and premises described as:

Lot 21, Big Country Ranches Subdivision, Second Filing, Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining.

2. Plaintiff, ELIZABETH A. ELLIS, TRUSTEE OF THE ANNE E. BARGER FAMILY TRUST, dated December 26, 1989, is the true and lawful owner of the above-described real property.

3. Title and possession of Plaintiff in and to said real property is forever quieted and settled in Plaintiff, free and clear of all right, title, lien, claim, estate, interest or equity of Defendants, and any others claiming any interest therein by or through said Defendants.

4. This Judgment and Decree is final in regard to Defendants herein named and their interests in the real property herein described.

DATED this 15th day of October, 1993.

D. TERRY ROGERS
District Court Judge

THE STATE OF WYOMING
COUNTY OF SUBLETTE

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

NINTH JUDICIAL DISTRICT

ELIZABETH A. ELLIS, TRUSTEE OF THE ANNE E. BARGER FAMILY TRUST,

Plaintiff,

vs.

JAMES W. HENDERSON, CONNIE J. DILLON, and all unknown heirs, devisees, legatees, creditors and successors of said persons, 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,

Defendants

Civil Action No. 5473

FILED

OCT 19 1993

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING
BY

DEFAULT JUDGMENT AND DECREE

THIS MATTER coming before the Court upon the Motion of the Plaintiff for default judgment against the Defendants, said Defendants not appearing, either in person or by an attorney, and the Court having examined the service and record is said cause, having seen the evidence adduced by the Plaintiff, and being now fully advised in the premises, FINDS that Plaintiff's Complaint was duly filed and served on Defendants by publication, all as shown by the Court file; that Defendants have failed in any manner to answer the Complaint or otherwise to appear, and the time for answering has expired; and that default against the Defendants has been duly entered.

Plaintiff by its Complaint seeks the decree of this Court, declaring the invalidity of any asserted claim of Defendants in and to certain real property and interests set forth in said Complaint, and quieting title against the claims of said Defendants. The Court further FINDS that no reason exists why judgment should not now be entered against Defendants; that Plaintiff have judgment against Defendants for the relief prayed for in its Complaint; and that Defendants have no claim, right,

243728

RECORDED Oct. 25, 1993 11:24 AM
IN BOOK 40 Misc. 1 / PAGE 142
FEES $15.00 Mary A. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

title or interest of any kind in and to the real property hereinafter described. 143

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. The following named Defendants:

JAMES W. HENDERSON, CONNIE J. DILLON; and all unknown heirs, devisees, legatees, creditors and successors of said persons, 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,

have no claim whatsoever to any right, title, interest or estate in or to the lands and premises described as:

Lot 96, Big Country Ranches Subdivision, Fourth Filing, Unit C, Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining.

2. Plaintiff, ELIZABETH A. ELLIS, TRUSTEE OF THE ANNE E. BARGER FAMILY TRUST, dated December 26, 1989, is the true and lawful owner of the above-described real property.

3. Title and possession of Plaintiff in and to said real property is forever quieted and settled in Plaintiff, free and clear of all right, title, lien, claim, estate, interest or equity of Defendants, and any others claiming any interest therein by or through said Defendants.

4. This Judgment and Decree is final in regard to Defendants herein named and their interests in the real property herein described.

DATED this 15th day of October, 1993.

D. TERRY ROGERS,
District Court Judge

THE STATE OF
COUNTY OF
I, MARI
DIST
THE
FORE
SIGNED

[redacted]DISTRICT COURT IN AND [redacted]SUBLETTE COUNTY, WYOMING[redacted]

NINTH JUDICIAL DISTRICT

ELIZABETH A. ELLIS, TRUSTEE OF THE ANNE E. BARGER FAMILY TRUST, Plaintiff, vs. KENNETH C. MORRIS, MARIE MORRIS, and all unknown heirs, devisees, legatees, creditors and successors of said persons, 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, Defendants	Civil Action No. 5471

FILED

OCT 19 1993

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING
BY

DEFAULT JUDGMENT AND DECREE

THIS MATTER coming before the Court upon the Motion of the Plaintiff for default judgment against the Defendants, said Defendants not appearing, either in person or by an attorney, and the Court having examined the service and record is said cause, having seen the evidence adduced by the Plaintiff, and being now fully advised in the premises, FINDS that Plaintiff's Complaint was duly filed and served on Defendants by publication, all as shown by the Court file; that Defendants have failed in any manner to answer the Complaint or otherwise to appear, and the time for answering has expired; and that default against the Defendants has been duly entered.

Plaintiff by its Complaint seeks the decree of this Court, declaring the invalidity of any asserted claim of Defendants in and to certain real property and interests set forth in said Complaint, and quieting title against the claims of said Defendants. The Court further FINDS that no reason exists why judgment should not now be entered against Defendants; that Plaintiff have judgment against Defendants for the relief prayed for in its Complaint; and that Defendants have no claim, right,

243729

RECORDED Oct 25 1993 11:20 AM
IN BOOK 62 Misc PAGE 144
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

title or interest of any kind in and to the real property hereinafter described.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. The following named Defendants:

KENNETH C. MORRIS, MARIE MORRIS; and all unknown heirs, devisees, legatees, creditors and successors of said persons, 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,

have no claim whatsoever to any right, title, interest or estate in or to the lands and premises described as:

Lot 74, Big Country Ranches Subdivision, Fourth Filing, Unit C, Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining.

2. Plaintiff, ELIZABETH A. ELLIS, TRUSTEE OF THE ANNE E. BARGER FAMILY TRUST, dated December 26, 1989, is the true and lawful owner of the above-described real property.

3. Title and possession of Plaintiff in and to said real property is forever quieted and settled in Plaintiff, free and clear of all right, title, lien, claim, estate, interest or equity of Defendants, and any others claiming any interest therein by or through said Defendants.

4. This Judgment and Decree is final in regard to Defendants herein named and their interests in the real property herein described.

DATED this 15th day of October, 1993.

D. TERRY ROGERS
District Court Judge

THE STATE OF WYOMING)
COUNTY OF SUBLETTE)

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

SEAL
JUDICIAL COUNTY

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

CIVIL ACTION NO. 5475

HAZEL R. HALLING,

Plaintiff,

vs.

ETHYL MAUD VAN WINKLE, HOWARD VAN WINKLE, ROY VAN WINKLE, RALPH VAN WINKLE, LUCILE BLANKENSHIP, CLYDE BOOKER, BIRDIE HEILBRON, GLADYS COLLINS, MARION SCHLECHT and JAMES , D. WOOD,
if any of the above named or mentioned are deceased, then all of their unknown heirs, devisees, legatees, creditors and successors of such deceased person and all other unknown persons claiming any estate or interest in, or lien upon, the real property and premises which are subject matter of this action and are described herein,

Defendants,

FILED

OCT 19 1993

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING
BY Marilyn M. Jensen
By Dana Fenn-Deputy

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 her 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 produced 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 6th day of August, 1993; that the cause is one of the actions enumerated in Rule 4(3), 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.

243787
243787

RECORDED Oct 25, 1993 3:45pm
IN BOOK 140 Misc PAGE 146
FEES $ 10.00 COUNTY
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

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That the Defendants have failed in any manner to answer Plaintiff's Summons served and published as aforesaid, or otherwise appear, the time for answering by the said Defendants having expired and the default of said Defendants' have been and hereby is entered.

It further appearing the Plaintiff by her actions seek the decree of this Court declaring the invalidity of any asserted claim of the Defendants in and to the real property and interests in said Complaint and hereinafter described and to Quiet Title against the claims of the Defendants herein and that no reason exists why judgment should not now be entered against the said Defendants, the Court now being fully advised in the premises finds generally for the Plaintiff and against the Defendants upon the Plaintiff's Complaint and the issues of said cause; and the Court further finds that Plaintiff has sustained all the allegations of said Complaint by sufficient evidence; and the Court does finally find that said Defendants have no claim, right, title or interest of any kind to the real property hereinafter described,

NOW THEREFORE,

IT IS DECLARED, ORDERED, ADJUDGED AND DECREED:

1. That the Defendants have no claim whatsoever to any right, title interest or estate in the lands hereinafter described.

2. That Plaintiff, HAZEL R. HALLING is the true and lawful owner of all the real property and premises described as:

A parcel of land located in the SE¼SE¼ of Section 4, Township 37 North, Range 113 West of the 6th P.M., Sublette County, Wyoming, and being more particularly described as follows:
Beginning at a point on the east line of Section 4, said point being the northeast corner of that tract of land belonging to Sublette County School District No. 5, as recorded in Book 6 of Deeds, Page 454, being monumented with a brass cap on steel T inscribed "SURVEY POINT DO NOT DISTURB RLS 164", and bearing N.00°38'03"W., a distance of 463.05 feet (462.9 feet record) from the southeast corner of Section 4;
thence from said point of beginning, N.00°36'28"W., continuing along the east line of Section 4, a distance of 388.44 feet (386.5 feet record) to a point monumented with a brass cap on steel T inscribed "SURVEY POINT DO NOT DISTURB RLS 164";
thence S.55°13'32"W., a distance of 700.74 feet (701.0 feet record) to the northeasterly right-of-way of U.S. 189/191;
thence S.34°40'32"E., along said right-of-way, a distance of 34.54 feet to a point monumented with an aluminum cap on reinforcing bar inscribed "SURVEY POINT PLS 4274";

thence S.34°36'13"E., continuing along said right-of-way, a distance of 287.81 feet to the northwest corner of said Sublette County School District No. 5 property, being monumented with an aluminum cap on reinforcing bar inscribed "RIO VERDE ENGR PELS 625;"
thence N.55°06'44"E., along the northerly property line of said Sublette County School District No. 5 property, a distance of 483.51 feet, to the point of beginning.
Said parcel contains 4.38 acres, more or less.
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 19th day of October, 1993.

D. TERRY ROGERS
District Court Judge

CERTIFICATE OF SERVICE
This is to certify that a copy of the foregoing was duly served by pre-paid mail upon all counsel of record at their last known address this 19th day of Oct. 1993
By Dana Fenn

Ralph E. Wood (2)

THE STATE OF WYOMING
COUNTY OF SUBLETTE 10-25-93

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

SIGNED Marilyn M. Jensen
By Dana Fenn - Deputy

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

AFFIDAVIT OF SURVIVOR TO TERMINATE ESTATE BY THE ENTIRETIES

Rose K. Doak of lawful age, being first duly sworn upon her oath according to law, deposes and says:

1. That Jack D. Doak died in Rock Springs, Sweetwater County, Wyoming, on the 9th of July, 1986.

2. That Jack D. Doak and Rose K. Doak were married to each other at Rock Springs, Sweetwater County, Wyoming, on February 9, 1946, and were husband and wife continuously from said date until the death of Jack D. Doak.

3. That on the 30th day of June, 1975 Sweetwater Federal Savings and Loan Association as Trustee for William L. Christie and Ezio Valentini, conveyed, by warranty deed, the following described real property to Jack D. Doak and Rose K. Doak, husband and wife, of Rock Springs, Wyoming:

> Lot Seven (7) of Green River Ranch Unit B, being a portion of Sections Two (2) and Eleven (11), Township 35 North, Range 111 West, 6th Principal Meridian, Sublette County, Wyoming, as said parcel or lot is laid down and described on the duly recorded plat thereof on file and of record in the Office of the Sublette County Clerk and Ex-Officio Register of Deeds, subject to all prior exceptions and reservations of record.

4. That the aforesaid warranty deed was filed for record in the office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, Wyoming, on the 21st day of July, 1975, and duly recorded in Book 17 at Page 603.

5. That at the time of said conveyance, and the execution and delivery of said deed, said Jack D. Doak and Rose K. Doak were husband and wife, and said conveyance was made to them as such husband and wife, and created estate by the entireties in favor of said Jack D. Doak and Rose K. Doak and that they owned and held the title of said real estate as tenants by the entireties continuously from said 30th day of June, 1975, until the death of Jack D. Doak.

6. That said Rose K. Doak is the surviving spouse of said Jack D. Doak and by virtue thereof said estate by the entireties vested solely in her upon the death of said Jack D. Doak and that she then became the sole owner in fee simple of all of the real estate hereinbefore particularly described.

7. That attached hereto, marked "Exhibit A" and by this reference made a part hereof, is a copy of the official death certificate of the said Jack D. Doak, certified to by the Director of Health of the Division of Health and Medical Services, State of Wyoming.

Dated this 28 day of September, 1993.

248741

RECORDED Oct. 24, 1993 9:50 AM
IN BOOK 102 Misc. PAGE 149
FEES 10.00
COUNTY CLERK
SUBLETTE COUNTY CLERK

Rose K. Doak
Rose K. Doak

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

The foregoing instrument was acknowledged before me by Rose K. Doak this 28th day of September, 1993.

Witness my hand and official seal.

Notary Public

My commission expires: Indefinite - At will of Court

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Date Issued OCT 7 1993

Deputy State Registrar

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.

This copy is not valid unless it bears a raised seal and the signature of the Deputy State Registrar is in red.

100

STATE OF WYOMING
DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

86-001761

TYPE OR PRINT IN PERMANENT INK FOR INSTRUCTIONS SEE HANDBOOK

LOCAL FILE NUMBER

DECEDENT

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

1. DECEDENT—NAME: FIRST JACK; MIDDLE D.; LAST DOAK
2. SEX: Male
3. DATE OF DEATH (Mo., Day, Yr.): July 9, 1986
4a. RACE (e.g., White, Black, American Indian, etc.) (Specify): White
4b. ORIGIN OR DESCENT (e.g. Italian, Mexican, German, Puerto Rican, English, Cuban, etc.) (Specify): Scotch
5a. AGE—Last Birthday (Yrs.): 70
5b. UNDER 1 YEAR: MOS.; DAYS
5c. UNDER 1 DAY: HOURS; MINS.
6. DATE OF BIRTH (Mo., Day, Yr.): August 30, 1915
7a. PLACE OF DEATH—Hospital or other Institution-Name (If not in either give street and number): Mem. Hosp. of Sweetwater County
7b. IF HOSP. OR INST. Indicate DOA, OP / Emer. Rm., Inpatient (Specify): Inpatient
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. CITIZEN OF WHAT COUNTRY: U.S.A.
10. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): Married
11. SURVIVING SPOUSE (If wife, give maiden name): Rose K. Omeyc
12. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify Yes or No): Yes
13. SOCIAL SECURITY NUMBER: 520-01-6444
14a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Ventilation Man
14b. KIND OF BUSINESS OR INDUSTRY: Trona Mining & Processing
15a. RESIDENCE-STATE: Wyoming
15b. COUNTY: Sweetwater
15c. CITY, TOWN OR LOCATION: Rock Springs
15d. STREET AND NUMBER: 1124 Adams Avenue
15e. INSIDE CITY LIMITS (Specify Yes or No): Yes

PARENTS

16. FATHER—NAME: FIRST John; MIDDLE David; LAST Doak
17. MOTHER'S MAIDEN NAME: FIRST Mae; MIDDLE; LAST Harris

DISPOSITION

18a. INFORMANT—NAME (Type or Print): Mrs. Rose Doak
18b. MAILING ADDRESS: STREET OR R.F.D. NO. 1124 Adams Avenue; CITY OR TOWN Rock Springs; STATE Wyoming; ZIP 82901
19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify): Burial
19b. DATE (Mo., Day, Yr.): 7-12-1986
19c. CEMETERY OR CREMATORY—NAME: Saint Joseph's Section Rock Springs Municipal
19d. LOCATION: CITY OR TOWN Rock Springs, Wyoming; STATE Wyoming
20a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature): [signature] NUMBER 282
20b. NAME OF FACILITY: Vase Funeral Home NUMBER 85
20c. ADDRESS OF FACILITY: 154 Elk Street, Rock Springs, Wyoming

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title): John E. Guicheteau M.D.
21b. DATE SIGNED (Mo., Day, Yr.): July 9, 1986
21c. HOUR OF DEATH: 11:25A 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 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.): DH
22e. PRONOUNCED DEAD (Hour): AT M

23. John E. Guicheteau, M.D., 1208 Hilltop Drive, Rock Springs, Wyoming 82901

REGISTRAR

24a. (Signature): Elmer C. Mahle
24b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): July 9, 1986

CAUSE OF DEATH

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

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

PART I
(a) Pneumonia - Staphococcus — Interval between onset and death: Days
DUE TO, OR AS A CONSEQUENCE OF:
(b) Chronic Obstructive Pulmonary Disease - Cor Pulmonale — Interval between onset and death: Years
DUE TO, OR AS A CONSEQUENCE OF:
(c) — Interval between onset and death:

PART II
OTHER SIGNIFICANT CONDITIONS—Conditions contributing to death but not related to cause given in PART I (a): Adenocarcinoma Colon - Esophageal Cancer

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

28a. ACC., SUICIDE, HOM., UNDET., 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

OCT 18 1993

THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

ROBERT H. BEARD, FLORENCE M. BEARD and MICHAEL R. BEARD, Plaintiffs, vs. CARROL G. TIMMINS and ALTON W. TIMMINS, Defendants.	Civil No. 5504

FILED

OCT 26 1993

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING
BY

NOTICE OF PENDENCY OF ACTION

Plaintiffs have filed suit against Defendants for specific enforcement of a land contract to convey the following real estate:

Township 35 North, Range 111 West of the 6th P.M.

Section 11- S/2 S/2

Section 14- N/2, N/2 S/2 EXCEPTING THEREFROM the following parcels:

Parcel #1: the W/2 W/2 NW/4 SW/4 of Section 14;

Parcels #2 and #3: the parcels of land located in the W/2 of Section 14 more particularly descibed in warranty deed recorded November 14, 1988, in Book 28 of Deeds, page 565.

DATED this 26 day of October, 1993.

THE DISTRICT COURT OF SUBLETTE COUNTY, WYOMING
SEAL

Dale Aronson
Attorney for Plaintiff
P.O. Box 1418
Pinedale, WY 82941
(307) 367-2610

243748 243749

RECORDED Oct 26, 1993 4:15pM
IN BOOK 62 Misc. PAGE 152
FEES 6.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Saxton

152

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF)
)
JOHN J. CHRISTMANN)

PROBATE NO. 1449

ORDER APPROVING FINAL REPORT AND PETITION FOR AUTHORITY TO PAY FINAL FEES AND FOR FINAL DISTRIBUTION

FRANCES B. CHRISTMANN, Petitioner herein, the Personal Representative of the estate of JOHN J. CHRISTMANN, deceased, did file a Final Report And Petition For Authority To Pay Final Fees And For Final Distribution herein on October 8, 1993, which document is now incorporated herein by the reference. This Petition prayed in relevant part for an Order Approving Final Report And Petition For Authority To Pay Final Fees And For Final Decree Of Distribution, and for other relief as might appear necessary, proper or equitable under the circumstances shown. Proper notice of the hearing on said Petition was given, no objections to said Petition were filed and no persons appeared at the time and place of the hearing to object thereto.

The Court finds the report represents truly the administration and condition of the said estate, shows that FRANCES B. CHRISTMANN, the Personal Representative, has administered fully the said decedent's estate in a prudent manner and according to law, and that the said Petition contains a proposed schedule of distribution, which properly reflects the provisions of the statutes of the State of Wyoming and the Last Will And Testament of the decedent insofar as the same may be applied to the property remaining in the said estate;

NOW THEREFORE, IT IS HEREBY ORDERED AND DECREED:

1. That the said Final Report And Petition For Authority To Pay Final Fees And For Final Distribution heretofore filed in the Estate by the Petitioner be and the same hereby is approved and allowed.

2. That the Personal Representative is authorized to pay all costs and fees and valid claims against the estate as set out therein and as otherwise associated with the probate of this estate.

4. That the following property is hereby distributed to FRANCES B. CHRISTMANN, as Trustee of the Christmann Family Trust dated January 24, 1992:

243812

RECORDED November 1, 1993 2:45 PM
IN BOOK 49 Misc. PAGE 163
FEES $ 12.00
COUNTY CLERK
SUBLETTE COUNTY, [redacted] OF WYOMING

FILED

OCT 27 1993

MARIL[redacted]NSEN

A. All of the mineral and mineral rights, lease and lease rights, working interests or other property interests owned by the decedent, JOHN J. CHRISTMANN including but not limited to those minerals appurtenant to and underlying the following real property, to-wit:

Converse County, Wyoming:
Township 38 North, Range 73 West;
Section 36: NW¼NE¼, SE¼;

Lincoln County, Wyoming:
Township 20 North, Range 112 West;
Section 18: Lots 1, 2, 3, E½W½, E½;
Township 24 North, Range 114 West
Section 2: SW¼, SE¼SE¼;
Section 11: NE¼NW¼, N½, SW¼, W½SE¼;
Section 14: N½NW¼;
Township 26 North, Range 113 West;
Section 3: SW¼, S½SW¼, E½NE¼SW¼, W½NW¼SW¼, SE¼NW¼SW¼;
Township 29 South, Range 114 West;
Section 5: All;
Section 17: All;

Sublette County, Wyoming:
Township 28 North, Range 114 West;
Section 15: W½SE¼;
Section 22: NW¼NE¼;
Township 28 North, Range 115 West;
Section 6: Lots 8, 9, 12, 13, E½SW¼;
Section 7: Lots 5, 6, 7, 8, E½, E½W½;
Township 28 North, Range 116 West;
Section 1: Lots 5, 6, S½NE¼, SE¼;

Township 29 North, Range 114 West;
Section 3: Lot 4, S½NW¼, SW¼, SW¼SE¼;
Section 4: Lots 1, 2, 3, SE¼NW¼;
Section 5: Lot 4;
Section 6: Lots 1, 2, 6, 7, S½NE¼, SE¼, SE¼NW¼, E½SW¼;
Section 7: Lots 1, 2, 3, 4 E½W½, E½;
Section 9: SE¼SE¼, N½S½, S½SW¼, SW¼SE¼, N½;
Section 10: All;
Section 15: NW¼, N½SW¼, SW¼SW¼, E½;
Section 16: All;
Section 17: All;
Section 18: Lots 1, 2, 3, 4, E½W½, SE¼;
Section 21: N½NW¼, NW¼NE¼, SW¼NW¼;
Township 29 North, Range 115 West;
Section 12: All;

Section 13: All;
Section 14: NE¼, E½NW¼, S½;
Section 18: NE¼;
Section 20: All;
Township 30 North, Range 113 West;
Section 5: N½SE¼, SW¼SE¼;
Section 6: Lots 3, 4, 5, SE¼, NW¼, W½SE¼, SE¼SE¼;
Section 7: NE¼;
Section 12: N½NW¼;
Section 20: NW¼, SW¼;
Township 30 North, Range 114 West;
Section 5: W½SW¼;
Section 7: Lots 3, 4, NE¼, S½SE¼;
Section 8: NE¼, N½NW¼, W½SW¼, SE¼SW¼, SW¼SE¼;
Section 17: N½, SE¼;
Section 18: Lots 1, 2, 3, 4, E½, E½W½;
Section 19: N½NE¼, SE¼NE¼, E½NW¼;
Section 20: NE¼, NE¼SE¼;
Section 32: NE¼SW¼, S½S½, N½SE¼, SE¼NE¼;
Section 33: S½N½, S½;
Section 34: W½SW¼
Township 30 North, Range 115 West;
Section 3: Lots 3, 4, S½NW¼, SW¼;
Section 13: NW¼, S½SW¼;
Section 14: SW¼;
Section 23: NW¼;
Section 24: S½SW¼, NW¼;
Section 25: Lots 1, 3, 4, W½SE¼, SW¼, W½NE¼;

Sweetwater County, Wyoming:
Township 19 North, Range 111 West;
Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S½NE¼, SE¼NW¼, E½SW¼, SE¼;
Section 20: N½, S½NW¼;
Township 20 North, Range 111 West;
Section 30: NE¼SW¼;
Township 20 North, Range 112 West;
Section 36: All;
Township 25 North, Range 110 West;
Section 21: All;
Township 26 North, Range 110 West;
Section 34: NE¼;

B. Any and all other mineral and real property interests of the Decedent, JOHN J. CHRISTMANN, located in Converse, Lincoln, Sublette, Sweetwater and Uinta Counties, State of Wyoming;

C. Any and all Oil Field Equipment, Machinery and other Personal Property related thereto and located on the above described real property.

5. That all of the rest and residue of property, both real and personal, owned by the Decedent, JOHN J. CHRISTMANN, be and hereby is distributed to FRANCES B. CHRISTMANN, as Trustee of the Christmann Family Trust dated January 24, 1992. This specifically includes any after discovered property.

DATED this 26th day of October, 1993.

D. TERRY ROGERS
District Court Judge

STATE OF WYOMING
COUNTY OF SUBLETTE

I, WILMA 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.

...ripakian rights to the ...er for persons living on ...

... Homestead Exemption Laws ...

...HORN

...before me by JACK SCHWABACHER ..., this 20th day of OCTOBER ...

...y Public

157

Professional Land Surveyor -- Registration No, 164

The foregoing instrument was acknowledged before me by Scherbel, this 21st day of October 1993.
Witness my hand and official seal.

Notary Public State of Wyoming
Sublette County, Wyoming
Commission Expires 9/18/97

My commission expires: 9/18/97

Notary Public

NUMBER OF LOTS	4 LOTS
TOTAL ACREAGE	144.05 acres
TOTAL DENSITY	36.02 acre/per lot
OWNERS/DEVELOPER:	B & H Partnership, a general partnership
SURVEYOR/ENGINEER:	Surveyor Scherbel, Ltd., Jackson, Big Piney and Afton, Wyo.
DATE:	August 1993

[redacted]

PHILLIPS PLACE SUBDIVISION

BEING PART OF

SW1/4SE1/4 SECTION 8

AND

SE1/4NE1/4 AND PART OF W1/2NE1/4 SECTION [redacted]

T35N R11.1W

[redacted] SUBLETTE C[redacted] WYOMING [redacted]

AFFIDAVIT OF REAL ESTATE SALE

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

Patricia E. Looney being first duly sworn upon her oath, according to law, deposes and says:

1-

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

> Lots numbered 12, 13, 14, and 15 of Phase One of the Emigration Ranches Subdivision, as the same appear on the plat and map thereof on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming,
>
> TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;
>
> BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO easements and rights of way of record or in actual use for telephone transmission lines, electric transmission lines, irrigation ditches and canals, and roads and ways, AND SUBJECT FURTHER TO all outstanding mineral interests,

unto Billy Joe Dutton, Sr. and Virginia G. Dutton, husband and wife, of Pocatello, Idaho, Parties of the Second Part under said agreement and in said agreement denoted as "Purchaser";

2-

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

3-

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

243834

RECORDED November 2 1993 1:30 PM
IN BOOK 62 MISC PAGE 158
FEES $ 8.00 Mary L. Lobb COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Walker

4-

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

5-

All taxes assessed and levied upon the property in the year 1993 and prior thereto shall be paid by Seller;

6-

All taxes levied upon said property in the year 1994, and thereafter, are by the terms of said agreement to be paid by Purchaser;

7-

That the mailing address of the Purchaser is as follows:

Billy Joe Dutton, Sr. and Virginia G. Dutton
2008 Big Sky Road
Pocatello, Idaho 83204

Patricia E. Looney
Patricia E. Looney

Subscribed and sworn to before me by Patricia E. Looney, this 1st day of November, 1993.

Brittany A. Walker
Notary Public

My commission expires: 1/24/96.

APPURTENANT EASEMENT

COME NOW WILLIAM M. BARNEY and ANN WELLES BARNEY, husband and wife, of Sublette County, Wyoming, GRANTORS, and in exchange for the sum of Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby GRANT AND CONVEY unto CHARLES M. NEELY and LUCINCA ALMIRA NEELY, husband and wife, of Sublette County, Wyoming and DANIEL SHEDDEN and VIVIAN SHEDDEN, husband and wife, of Sublette County, Wyoming, GRANTEES, a non-exclusive easement to lay out, construct, inspect, operate and maintain a road for ingress and egress and for installation and maintenance of public utilities over and on the real property described as follows:

A sixty (60) foot wide strip of land beginning at the point where Sublette County road No. 23-115 turns to the west at N.00°03'W., 842.2 feet from the southwest corner of Sec. 4, T35W, R113W of the 6th P.M., the center line of said right-of-way to run on a northerly course parallel to and thirty (30) feet to the east of the west boundary line of said Section 4 to a point on the South boundary of the NW¼SW¼ of said Sec. 4, said point being 30 feet, more or less, east of the SW Corner of the NW¼SW¼ of said Sec. 4.

This easement is granted to the Grantees and their heirs, successors in interest and assigns and is appurtenant to and for the benefit of and shall run with the following described real property:

W½NW¼SW¼ of Section 4, Township 35 North, Range 113 West of the Sixth Principal Meridian, Sublette County, Wyoming.

Grantors hereto do hereby waive and release all rights under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the above lands are affected by this conveyance.

The grant herein contained is an appurtenant easement and shall be perpetual so long as said easement is used for the aforementioned purposes.

IN WITNESS WHEREOF, WILLIAM M. BARNEY and ANN WELLES BARNEY, Grantors aforesaid, have executed the within instrument this 5 day of Oct, 1993.

243836

RECORDED October 12 1993 2:05 PM
IN BOOK 62 MISC PAGE 160
FEES $ 6.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
by Secretary C. Walker

William M. Barney
WILLIAM M. BARNEY

Ann Welles Barney
ANN WELLES BARNEY

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing Easement was acknowledged before me this 5th day of October, 1993, by WILLIAM M. BARNEY and ANN ~~WELLS~~ WELLES BARNEY.

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

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE)
)
OF HERBERT JAMES SKINNER,)
)
Deceased.)

PROBATE NO. 1461

FILED

NOV 2 1993

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING

DECREE ESTABLISHING RIGHT AND TITLE TO REAL PROPERTY

GOLDIE SKINNER, the surviving spouse of HERBERT JAMES SKINNER, a/k/a HERBERT J. SKINNER, deceased, has made application to the Court under Sec. 2-1-205; Wyoming Statutes (Laws 1991), for a Decree establishing Right and Title to certain real property of said decedent. The Court finds that notice of said application was duly published as required by statute, that no objections to said application have been raised, that the facts in said Application are not in dispute and that GOLDIE SKINNER is entitled to the entry of the Decree as requested.

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

That GOLDIE SKINNER be and hereby awarded all of the right and title of HERBERT JAMES SKINNER, a/k/a HERBERT J. SKINNER, deceased, in and to the real property described as follows:

Tracts Three (3) and Five (5), Highland View Estates Second 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;

DATED this 31st day of October, 1993.

D. TERRY ROGERS
District Court Judge

THE STATE OF WYOMING
COUNTY OF SUBLETTE

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

SIGNED

SEAL

243842

RECORDED Nov 2 1993 2:50 PM
IN BOOK 62 Misc PAGE 162
FEES $ 6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Sexton

163

IN THE DISTRICT COURT OF SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

MARGARET D. KARACSON,	)	
	)	Civil Action No. 5453
Plaintiff,	)	
	)	DIVORCE DECREE
vs.	)	
	)	
ROBERT KARACSON,	)	
	)	
Defendant.	)	

FILED

NOV 1 1993

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING
BY

This matter having come before the Court for trial on October 19, 1993, and Plaintiff appearing in person and with her attorney, Ralph E. Wood, and the Defendant appearing in person and with his attorney, Ken M. McLaughlin, and the Court having heard the testimony of the parties, and the argument of counsel, and the Court being otherwise fully advised in the premises;

THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. The Plaintiff is a resident of Sublette County, Wyoming, and resided in Wyoming for at least sixty (60) days prior to June 25, 1993, the date of the filing of the Complaint in this matter.

2. On June 25, 1993, Plaintiff endeavored to serve the Defendant by publication. On August 4, 1993, the Defendant filed an Answer in this matter, thereby submitting himself to the in personam jurisdiction of this Court.

3. Plaintiff and Defendant were married on July 19, 1992 in Nassau Bay, Harris County, Texas. This was the second time these parties had been married to each other.

4. The parties were first married to each other on July 2, 1990 in the state of Texas and they were divorced on August 21, 1991.

5. Both parties had previously been married to other persons prior to their two marriages to each other in this matter.

243843

243843

RECORDED Nov 2, 1993 2:55PM
IN BOOK 42 Misc. PAGE 163
FEES 14.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

6. No children have been born as issue of either of the marriages of these parties to each other.

7. Prior to the parties' first marriage, Plaintiff in this matter had received certain real property in the state of Texas as part of the divorce decree in her first marriage.

8. When the parties in this case were divorced in Texas on August 21, 1991, the divorce decree divided their property interests, both real and personal.

9. The parties then remarried in Texas on July 19, 1992 and in late summer, 1992, Plaintiff took employment as a school teacher in Sublette County, Wyoming and moved to Big Piney. Defendant followed shortly thereafter.

10. Prior to moving to Wyoming Plaintiff sold her home in Texas, which had been awarded to her as a result of her first divorce and in the first divorce from Defendant in this matter. Plaintiff made a profit from the sale of her house in the approximate amount of $52,000.00.

11. During the course of this marriage the parties have spent approximately $22,000.00 of the proceeds of the sale of the house on various things which mutually benefitted the parties. One of the expenditures was the sum of approximately $2,500.00 in back child support which the Defendant owed from a prior marriage.

12. Plaintiff was a school teacher for approximately twenty-five years in the state of Texas and has accrued a retirement fund which has a present value of approximately $50,000.00.

13. Defendant was a school custodian when he first met the Plaintiff. He had accrued a retirement fund in the approximate amount of $11,200.00, which he withdrew when he left his employment as a school custodian in the state of Texas. Thereafter the Defendant spent his retirement fund.

14. The home which the Plaintiff owned in Texas and which she sold prior to moving to Wyoming, had been owned by the Plaintiff for approximately twenty years. The Defendant's name was never on the deed to the house.

15. The Defendant paid approximately $1,100.00 for furnace repairs to the house prior to its being sold.

16. Until the parties moved to Wyoming, during their two marriages, the parties maintained separate bank accounts and both contributed financially to the marriage.

17. The Defendant did perform some routine maintenance around the house.

18. The Defendant previously was adjudicated bankrupt and it was necessary for the Plaintiff to obligate herself on a car loan for a new Chevrolet Blazer purchased by the Defendant during the course of the marriage. This automobile was purchased over the objection of the Plaintiff. $5,700.00 from the proceeds of the sale of the Plaintiff's house was used as a payment towards the Blazer.

19. The parties in this matter separated on June 9, 1993. When they separated, the Plaintiff provided the Defendant with a cashier's check in the amount of $8,800.00 which came from the proceeds of the sale of Plaintiff's house in Texas. The Defendant also withdrew approximately $300.00 in cash from the parties' bank account and took with him wedding rings and jewelry in the approximate amount of $1,100.00, and other items of personal property.

20. Plaintiff takes the position that the property which the Defendant took when they separated and as the personal property now reposes with each of the parties, such division is not fair, but Plaintiff recommends the parties each keep what they presently have and go their separate ways.

21. At the time of the trial the Defendant was unemployed, and living in his automobile.

22. The Defendant is capable of being employed and earning an income sufficient to support himself.

23. These parties were married for approximately 13 months the first time, were divorced for about 11 months, and then remarried, and separated after 11 months. The marriage is over and Plaintiff wants the Defendant out of her life.

24. The property interests of these parties were first resolved in the state of Texas on August 21, 1991 in the first divorce decree.

25. The Defendant lived a comfortable life while he was married to the Plaintiff. The personal property has been divided between these parties. The Plaintiff has been more than generous in sharing some of the proceeds of the sale of her house with the Defendant. The Defendant now wants more and he is not entitled to it.

26. The manner in which the parties have divided their personal property, while not fair, is adequate, and sufficiently resolves the division of their property.

27. The parties do not own any real property.

28. Defendant should be obligated to indemnify and hold the Plaintiff harmless from payment of the outstanding loan balance on the Chevrolet Blazer.

29. Each party should pay their own personal debts.

30. That irreconcilable differences exist in the marital relationship which entitles the Plaintiff to a divorce.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:

1. That Plaintiff is hereby granted a decree of divorce terminating her marriage to the Defendant.

2. Plaintiff is hereby awarded all personal property presently held in her name alone, all personal property presently in her possession, and all retirement accounts held in her name, including but not limited to her Wyoming and Texas teacher and state retirement accounts and the Key Bank Investment Certificate No. 000309, issued by Key Bank of Wyoming, Big Piney Branch.

3. That the Defendant receive all personal property presently in his possession and the 1993 Chevrolet S10 Blazer, VIN No. 1GNDT13W8P2119712, Wyoming Title 23-0065315, subject to a security interest in the Plaintiff, securing Plaintiff's interest in said vehicle which remains until the Defendant has discharged the financial indebtedness thereon to Key Bank of Wyoming in accordance with financing statement no. U28060 in the Office of the County Clerk, Sublette County, Wyoming.

4. Plaintiff may record a certified copy of this divorce decree with the County Clerk of Sublette County, Wyoming, which divorce decree shall thereafter serve as a lien on the above described vehicle until the financial indebtedness to Key Bank of Wyoming is fully discharged, at which time said lien created by this decree shall automatically terminate.

5. The Defendant shall indemnify the Plaintiff and hold her harmless from all sums expended by Plaintiff for which she may become liable for Defendant's failure to hold Plaintiff harmless from the financial obligation on the Chevrolet Blazer to Key Bank of Wyoming.

6. Each party shall pay their own debts held in their name alone and any debts secured by or associated with any property awarded to each individual party, and any personal debt incurred by that party since June 9, 1993, the date of the separation.

7. The parties shall strictly comply with the terms of this Divorce Decree.

DATED the 28th day of October, 1993.

D. Terry Rogers
District 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 IS A FULL, TRUE AND COMPLETE COPY.

SIGNED

DISTRICT COURT OF SUBLETTE COUNTY

[redacted]

243860

[redacted]RDED Nov. 3 1[redacted]2:10 PM
1993
IN BOOK 42 Misc. PAGE 168
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

AFFIDAVIT OF HEIRSHIP AND MARITAL HISTORY

D.O. # 0669147
DATE 8/30/93

Pertaining to ADELE BROD BAKER Deceased

Social Security # 565-34-4508

Date of Death 3/19/89 Age 87 domiciled in Maui County Hawaii State.

I, ROLAND SALMON, of lawful age, being first duly sworn, upon my oath depose and say:

That I was personally well acquainted with the above named decedent, during ~~his/her~~ her lifetime, having known ~~him~~/her for 10 YEARS years, and was related to decedent as FRIEND.

I further state that I was well acquainted with the family and near relatives of said decedent, and with all those who would be heirs at law, and that the following statements and answers are based upon my personal knowledge and they are true and correct:

1 — Did the decedent leave a will? ☑ Yes ☐ No If so, please furnish a photocopy.

2 — If so, has the will been admitted to probate? ☑ Yes ☐ No

Admitted in Second Circuit, Maui County Hawaii State

3 — Has a representative been appointed for the estate of the decedent? ☑ Yes ☐ No

Appointed in Second Circuit, Maui County Hawaii State

4 — If so, give the name and address of the representative:

Name ROLAND SALMON Address Box HCR1-880 Kaunakakai Molokai, Hawaii 96748

5 — Give the name and address of the surviving spouse of decedent and date of marriage:

☑ NA Date _____

Name _____ Address _____

6 — If decedent was married more than once, complete the following: ☑ NA

	Name	Date of Marriage	Date of Death/Divorce
A			
B			
C			

7 — Please list all SURVIVING children including formally adopted children of decedent: (attach additional sheets if necessary.) ☑ NA

	Complete Name of Child	Date of Birth	Name of Spouse	Complete Address
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

- OVER -

168

169

8 — Please list each DECEASED child of the decedent: ☑ NA

	Name of Child	Date of Birth	Date of Death	Surviving Spouse	Name of Representative of Estate
1.					
2.					
3.					

9 — Please list children of any deceased son or daughter of decedent: ☑ NA

	Name of Child	Date of Birth	If Dec'd Date/Death	Complete Address	Father & Mother
1.					
2.					
3.					

10 — If decedent left no children or grandchildren please list all information concerning the father, mother, brothers and sisters: ☑ NA

	Name	Relationship	Age	Date of Death	Address if Living
1.					
2.					
3.					
4.					
5.					
6.					

11 — Please list children of any deceased brother or sister of decedent: ☑ NA

	Name of Child	Date of Birth	Date of Death	Address	Name of Father & Mother
1.					
2.					
3.					
4.					

12 — The states of Texas, California, New Mexico and Louisiana are community property states. If decedent owned property in any or all, please state if such was community or seperate property; or if such was held in Life Estate. ☑ NA

☐ Community ☐ Separate ☐ Life Estate

13 — Have all Federal Estate and State Inheritance taxes owing by decedent's estate been paid? Is so, indicate offices to which taxes paid or furnish tax certificates.

Yes - No taxes due. See enclosed M6A, State of Hawaii

ROLAND SALAZAR (Affiant's Signature)

Subscribed and sworn to before me this 27th day of September, 1993

Barbara Nakamura
Notary Public in and for

Maui County Hawaii State
3rd Judicial District

My commission expires April 4, 1994

*NA DENOTES NOT APPLICABLE.
ALL QUESTIONS MUST BE COMPLETED

RIGHT OF WAY EASEMENT AGREEMENT

The undersigned herein GRANT and CONVEY to the present and future owners of the East 1/4 of Tract 9, Sheet 11 and Tract 11, Sheet 12 of the Hoback Ranches Subdivision, as platted and filed in the office of the Sublette County Clerk, Pinedale, Wyoming, a perpetual easement for ingress and egress over and across our lands in Tract 1, Sheet 11 of said subdivision, the center line of which is described as Schedule "A", attached hereto and made a part hereof; also, waiving herein any rights or privileges by virtue of the homestead exemptions laws of the State of Wyoming.

This agreement shall be binding upon the heirs and successors hereof.

Witness our hands and seal this 25th day of October, 1993.

Duane E. Thomas
DUANE E. THOMAS

Susan C. Thomas
SUSAN C. THOMAS

STATE OF FLORIDA)
)
COUNTY OF COLUMBIA)

On this 25th day of Oct., 1993 appeared Duane E. Thomas and Susan C. Thomas, husband and wife, who signed the foregoing instrument as their free act and deed. Witness my hand and seal.

Ann Dupree
NOTARY PUBLIC

My commission expires_____

ANN DUPREE
MY COMMISSION # CC 264173
EXPIRES: March 10, 1997
Bonded Thru Notary Public Underwriters

ANN DUPREE
MY COMMISSION # CC 264173
EXPIRES: March 10, 1997
Bonded Thru Notary Public Underwriters

243885

RECORDED Nov 4 1993 10:15AM
BOOK 142 Misc. PAGE 170
FEES 8.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sutton

SCHEDULE "A"

HOBACK RANCH
ACCESS EASEMENT ACROSS TRACT 1, SHEET 11

An access easement across Tract 1, Sheet 11 of the Hoback Ranch Subdivision, said access easement being 30.00 feet wide, 15.00 feet each side of the following described centerline:

BEGINNING at a point on the South line of said Tract 1, N 89°51'29" W, 191.33 feet from the Southeast corner thereof;
running thence N 32°20'01" W, 103.17 feet;
thence N 49°11'26" W, 155.53 feet;
thence N 51°44'49" W, 208.00 feet to the Southeast line of Chippewaugh Lane.

ACCOU[redacted]25266
LOCATION #55661
WORK ORDER #29187 & 29188

CONTRACT FOR PURCHASE OF POWER

AGREEMENT made this 22nd day of September, 1993, between Lower Valley Power & Light, Inc., a Wyoming Corporation, of Afton & Jackson; (Lincoln County and Teton County, Wyoming) hereinafter called the "Seller", and **JOHN KNOX WALKER, a single man,** 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 the Seller all of the electric power and energy which the Consumer-Member may need on the premises described below:

BEING a part of **Tract #5 Bondurant Ranches, more particularly described in Exhibit A.**

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 Seller's Rules and Regulations.
2. SERVICE REQUIREMENTS:
   a. 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 T.V., and Consumer-Member's property, and shall be responsible for all damages resulting from failure to notify the Seller. Wyo. Stat. SS37-12-301 through 303 (July 1990), Damage to Underground Public Utility Facilities.
   b. The "Consumer-Member" shall furnish a 42" deep trench for the "Seller"; and bedding materials at the "Sellers" request; at no cost to the "Seller".
   c. Assumption of Risk & Indemnification: Consumer-Member shall assume all risk and indemnify and hold Seller harmless concerning any accident, injury or damage of any kind from any cause whatsoever, including the attorneys fees and costs of Seller in defending any legal action or claim, related in any way to the trench or trenching activities of Consumer-Member.
   d. The Consumer-Member shall be responsible and liable for obtaining all applicable Federal, State, and Local permits necessary for the above mentioned trenching activities.
   e. The Consumer-Member shall furnish such easements as may be required by the Seller at no cost to the Seller.
3. 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 annual 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 **$12,287.93** 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 of 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

243890

RECORDED Nov 4 1993 12:25 PM
IN BOOK 68 Misc. PAGE 172
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

Consumer-Member shall remain liable for payment of the balance of this contract.

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

5. 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) day notice in writing.

6. 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 & LIGHT, INC.
SELLER

Joan M. Shipman
LVP&L Representative

CONSUMER-MEMBER

_____

_____

Total Cost for Materials & Labor	$15,039.93
Less 5%	-$ 752.00
Total	$14,287.93
Cash Payment	-$ 2,000.00
	$12,287.93

***CONSUMER TO PROVIDE ALL EXCAVATION**

ANNUAL MINIMUM $2,000.00 x 16% = $320.00 PER METER PER YEAR FOR FIVE YEARS

STATE OF Wyoming }

COUNTY OF Teton }

The foregoing instrument was acknowledged before me by _____

John Engelkaw

as their free act and deed this 2nd day of September, 1993.

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

Bruce T. McCormick

My Commission Expires:

7-28-96

Return to : Lower Valley Power & Light, Inc.
PO 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 _____

TRACT [redacted]

A tract of land in the E½NE¼ of Section 9 and the W½NW¼ of Section 10, T37N R113W, 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at the southwest corner of said E½NE¼ (the CE 1/16 corner of Section 9), Thence N 00°02'21"W, 600.32 feet along the west line of said E½NE¼, to a 5/8" diameter rebar with cap inscribed "PLS 3831";

Thence N 53°48'00"E, 1922.77 feet to the intersection with the southwest right-of-way line of Wyoming Highway 187-189, marked by a 5/8" diameter rebar with cap inscribed "PLS 3831";

Thence continuing N 53°48'00"E, 50.02 feet to the center line of said highway;

Thence S 34°45'15"E, 713.02 feet along said center line;

Thence S 55°14'45"W, 50.00 feet to the intersection with said southwest right-of-way line, marked by a 5/8" diameter rebar with cap inscribed "PLS 3831";

Thence S 53°48'00"W, 1954.10 feet to a 5/8" diameter rebar with cap inscribed "PLS 3831" marking the intersection with the south line of said E½NE¼;

Thence N 89°33'11"W, 380.07 feet along said south line to the Point of Beginning.

Encompassing an area of 35.10 acres, more or less.

Together with an access and utility easement, 60 feet in width, the westerly line of which is described as follows:

Beginning at a 5/8" diameter rebar with cap inscribed "PLS 3831" on said southwest highway right-of-way line, from which the northeast corner of said Section 9 is N 66°48'43"E, 329.44 feet;

Thence S 53°48'00"W, 113.01 feet to a 5/8" diameter rebar with cap inscribed "PLS 3831";

Thence S 01°05'50"E, 806.59 feet to a 5/8" diameter rebar with cap inscribed "PLS 3831";

Thence S 34°45'15"E, 269.74 feet to the intersection with the northwest line of the above described tract, marked by a 5/8" diameter rebar with cap inscribed "PLS 3831";

Together with and subject to covenants, easements, and restrictions of sight or record.

All in accordance with the map to be filed in the Office of the Clerk of Sublette County, Wyoming titled "Map of Survey, Bondurant Ranches, showing parts of Sections 4, 9 and 10, T37N, R113W, Sublette County, Wyoming".

Richard W Greenwood

Richard W. Greenwood, PLS
September 12, 1992 2100-5.LEG

Exhibit "A"
Bondurant Capital/Walker

ACCOUNT #250570
LOCATION #55903
WORK ORDER #29392 & 29393

CONTRACT FOR PURCHASE OF POWER

AGREEMENT made this 11th day of October, 1993, between Lower Valley Power & Light, Inc., a Wyoming Corporation, of Afton & Jackson; (Lincoln County and Teton County, Wyoming) hereinafter called the "Seller", and **JOHN D. MARKLE & MARY JANE MARKLE, husband & wife,** 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 the Seller all of the electric power and energy which the Consumer-Member may need on the premises described below:

BEING a part of **Tract 3, Redstone Upper Green River Subdivision, 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 Seller's Rules and Regulations.
2. SERVICE REQUIREMENTS:
   a. 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 T.V., and Consumer-Member's property, and shall be responsible for all damages resulting from failure to notify the Seller. Wyo. Stat. SS37-12-301 through 303 (July 1990), Damage to Underground Public Utility Facilities.
   b. The "Consumer-Member" shall furnish a 42" deep trench for the "Seller"; and bedding materials at the "Sellers" request; at no cost to the "Seller".
   c. Assumption of Risk & Indemnification:
   Consumer-Member shall assume all risk and indemnify and hold Seller harmless concerning any accident, injury or damage of any kind from any cause whatsoever, including the attorneys fees and costs of Seller in defending any legal action or claim, related in any way to the trench or trenching activities of Consumer-Member.
   d. The Consumer-Member shall be responsible and liable for obtaining all applicable Federal, State, and Local permits necessary for the above mentioned trenching activities.
   e. The Consumer-Member shall furnish such easements as may be required by the Seller at no cost to the Seller.
3. 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 annual 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 **$3,051.23** 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 of 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

243891

RECORDED Nov. 4, 1993 12:40 PM
IN BOOK 42 MISC. PAGE 175 by Cathy
[redacted] 8.00 COUNTY [redacted]

Consumer-Member shall remain liable for payment of the balance of this contract.

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

5. 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) day notice in writing.

6. 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 & LIGHT, INC.
SELLER

Charlie Cannon
LVP&L Representative

CONSUMER-MEMBER

John D. Markle
Mary Jane Markle

Total Cost for Materials & Labor	$5,051.23
Total	$5,051.23
	-$2,000.00
Cash Payment	$3,051.23

***CONSUMER TO PROVIDE ALL EXCAVATION**

ANNUAL MINIMUM $2,000.00 x 16% = $320.00 PER METER PER YEAR FOR FIVE YEARS

STATE OF Wyoming }

COUNTY OF Lincoln }

The foregoing instrument was acknowledged before me by John D. Markle & Mary Jane Markle

as their free act and deed this 12th day of October, 1993.

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

Bruce T. Mahoney

My Commission Expires:

7-28-96

Return to : Lower Valley Power & Light, Inc.
PO 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_____

177

ACCOUNT #202452
LOCATION #55478
WORK ORDER #28985 & 28986

CONTRACT FOR PURCHASE OF POWER

AGREEMENT made this 13th day of August, 1993, between Lower Valley Power & Light, Inc., a Wyoming Corporation, of Afton & Jackson; (Lincoln County and Teton County, Wyoming) hereinafter called the "Seller", and **LEE R. MARTIN & COLLEEN M. MARTIN, husband & wife,** 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 the Seller all of the electric power and energy which the Consumer-Member may need on the premises described below:

BEING a part of **a parcel of land located in the E 1/2 SE 1/4 of Section 13, T37N, R110W, of the 6th P.M., 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 Seller's Rules and Regulations.
2. SERVICE REQUIREMENTS:
   a. 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 T.V., and Consumer-Member's property, and shall be responsible for all damages resulting from failure to notify the Seller. Wyo. Stat. SS37-12-301 through 303 (July 1990), Damage to Underground Public Utility Facilities.
   b. The "Consumer-Member" shall furnish a 42" deep trench for the "Seller"; and bedding materials at the "Sellers" request; at no cost to the "Seller".
   c. Assumption of Risk & Indemnification: Consumer-Member shall assume all risk and indemnify and hold Seller harmless concerning any accident, injury or damage of any kind from any cause whatsoever, including the attorneys fees and costs of Seller in defending any legal action or claim, related in any way to the trench or trenching activities of Consumer-Member.
   d. The Consumer-Member shall be responsible and liable for obtaining all applicable Federal, State, and Local permits necessary for the above mentioned trenching activities.
   e. The Consumer-Member shall furnish such easements as may be required by the Seller at no cost to the Seller.
3. 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 annual 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 **$4,118.83** 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 of 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

243892

RECORDED Nov. 4 1993 12:45 PM
IN BOOK 42 Misc. PAGE 177
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
by Cathy Sa

[redacted] Consumer-Member shall remain liable for payment of the balance of this contract.

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

5. 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) day notice in writing.

6. 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 & LIGHT, INC. SELLER	CONSUMER-MEMBER
Marlene J. Ebner	+ Lee R. Martin
LVP&L Representative	+ Colleen M. Martin

Total Cost for Materials & Labor	$3,718.83
Road Bore	$2,400.00
Total	$6,118.83
	-$2,000.00
Cash Payment	$4,118.83

***CONSUMER TO PROVIDE ALL EXCAVATION**

ANNUAL MINIMUM $2,000.00 x 16% = $320.00 PER METER PER YEAR FOR FIVE YEARS

STATE OF Wyoming }

COUNTY OF Teton }

The foregoing instrument was acknowledged before me by Lee R. Martin & Colleen M. Martin

as their free act and deed this 13th day of August, 1993.

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

Janice T. Woodmansee

My Commission Expires:

7-28-96

Return to : Lower Valley Power & Light, Inc.
PO 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_____

ACCOUNT #233064
LOCATION #55691
WORK ORDER #29257 & 29258

CONTRACT FOR PURCHASE OF POWER

AGREEMENT made this 7th day of September, 1993, between Lower Valley Power & Light, Inc., a Wyoming Corporation, of Afton & Jackson; (Lincoln County and Teton County, Wyoming) hereinafter called the "Seller", and **ROBERT REED SISSMAN,** 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 the Seller all of the electric power and energy which the Consumer-Member may need on the premises described b low:

BEING a part of **Lot 16 of the Ammended Rim Ranches, 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 Seller's Rules and Regulations.
2. SERVICE REQUIREMENTS:
   a. 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 T.V., and Consumer-Member's property, and shall be responsible for all damages resulting from failure to notify the Seller. Wyo. Stat. SS37-12-301 through 303 (July 1990), Damage to Underground Public Utility Facilities.
   b. The "Consumer-Member" shall furnish a 42" deep trench for the "Seller"; and bedding materials at the "Sellers" request; at no cost to the "Seller".
   c. Assumption of Risk & Indemnification: Consumer-Member shall assume all risk and indemnify and hold Seller harmless concerning any accident, injury or damage of any kind from any cause whatsoever, including the attorneys fees and costs of Seller in defending any legal action or claim, related in any way to the trench or trenching activities of Consumer-Member.
   d. The Consumer-Member shall be responsible and liable for obtaining all applicable Federal, State, and Local permits necessary for the above mentioned trenching activities.
   e. The Consumer-Member shall furnish such easements as may be required by the Seller at no cost to the Seller.
3. 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 annual 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 **$1,202.68** 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 of 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

243893

RECORDED Nov. 4 1993 12:45 PM
IN BOOK 62 Misc. PAGE 179
FEES $ 5.00 COUNTY [redacted]

Consumer-Member shall remain liable for payment of the balance of this contract.

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

5. 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) day notice in writing.

6. 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 & LIGHT, INC.
SELLER

Marlene J Idner
LVP&L Representative

CONSUMER-MEMBER

Robert Reed Sissman

Total Cost for Materials & Labor	$3,202.68
Total	$3,202.68
	-$2,000.00
Cash Payment	$1,202.68

***CONSUMER TO PROVIDE ALL EXCAVATION**

ANNUAL MINIMUM $2,000.00 x 16% = $320.00 PER METER PER YEAR FOR FIVE YEARS

STATE OF Wyoming }
COUNTY OF Teton }

The foregoing instrument was acknowledged before me by Robert Reed Sissman as their free act and deed this 8th day of September 1993.

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

Bruce T. Woodmansee

My Commission Expires:
7-28-96

Return to : Lower Valley Power & Light, Inc.
PO 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_____

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ACCOUNT #128139
LOCATION #55638
WORK ORDER #29170 & 29171

CONTRACT FOR PURCHASE OF POWER

AGREEMENT made this 3rd day of September, 1993, between Lower Valley Power & Light, Inc., a Wyoming Corporation, of Afton & Jackson; (Lincoln County and Teton County, Wyoming) hereinafter called the "Seller", and BEA RIZZA, a married woman, 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 the Seller all of the electric power and energy which the Consumer-Member may need on the premises described below:

BEING a part of Lot 17 & 18 of the Ammended Rim Ranches, 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 Seller's Rules and Regulations.
2. SERVICE REQUIREMENTS:
   a. 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 T.V., and Consumer-Member's property, and shall be responsible for all damages resulting from failure to notify the Seller. Wyo. Stat. SS37-12-301 through 303 (July 1990), Damage to Underground Public Utility Facilities.
   b. The "Consumer-Member" shall furnish a 42" deep trench for the "Seller"; and bedding materials at the "Sellers" request; at no cost to the "Seller".
   c. Assumption of Risk & Indemnification: Consumer-Member shall assume all risk and indemnify and hold Seller harmless concerning any accident, injury or damage of any kind from any cause whatsoever, including the attorneys fees and costs of Seller in defending any legal action or claim, related in any way to the trench or trenching activities of Consumer-Member.
   d. The Consumer-Member shall be responsible and liable for obtaining all applicable Federal, State, and Local permits necessary for the above mentioned trenching activities.
   e. The Consumer-Member shall furnish such easements as may be required by the Seller at no cost to the Seller.
3. 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 annual 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 $5,320.53 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 of 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

243894

RECORDED Nov. 4 1993 12:55 PM
IN BOOK 102 Misc. PAGE 181
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Taylor

Consumer-Member shall remain liable for payment of the balance of this contract.

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

5. 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) day notice in writing.

6. 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 & LIGHT, INC.
SELLER

Jon Woodmancy
LVP&L Representative

CONSUMER-MEMBER

Beatrice C Rizza

Total Cost for Materials & Labor $5,399.21

Total $5,399.21
-$2,000.00
$3,399.21

*CONSUMER TO PROVIDE ALL EXCAVATION

ANNUAL MINIMUM $2,000.00 [illegible] PER METER PER YEAR FOR FIVE YEARS

STATE OF }
COUNTY OF }

The foregoing instrument was acknowledged before me by BEATRICE C. RIZZA

as their free act and deed this 3rd day of September, 1993.

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

Notary Public
My Commission Expires: 1-5-96

Return to : Lower Valley Power & Light, Inc.
PO 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_____

183

ACCOUNT #247408
LOCATION #46867
WORK ORDER #29309

CONTRACT FOR PURCHASE OF POWER

AGREEMENT made this 24th day of August, 1993, between Lower Valley Power & Light, Inc., a Wyoming Corporation, of Afton & Jackson; (Lincoln County and Teton County, Wyoming) hereinafter called the "Seller", and **EUGENE P. COX & MARY ELLEN COX, husband & wife,** 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 the Seller all of the electric power and energy which the Consumer-Member may need on the premises described below:

BEING a part of **Lot 9 of the Hecox Homesites, 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 Seller's Rules and Regulations.
2. SERVICE REQUIREMENTS
   a. 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 T.V., and Consumer-Member's property, and shall be responsible for all damages resulting from failure to notify the Seller. Wyo. Stat. SS37-12-301 through 303 (July 1990), Damage to Underground Public Utility Facilities.
   b. 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.
   c. ASSUMPTION OF RISK & INDEMNIFICATION:
      Consumer-Member shall assume all risk and indemnify and hold Seller harmless concerning any accident, injury or damage of any kind from any cause whatsoever, including the attorneys fees and costs of Seller in defending any legal action or claim, related in any way to the trench or trenching activities of Consumer-Member.
   d. The Consumer-Member shall be responsible and liable for obtaining all applicable Federal, State, and Local permits necessary for the above mentioned trenching activities.
   e. The Consumer-Member shall furnish such easements as may be required by the Seller at no cost to the Seller.
3. 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 annual year shall not be less than **$318.83** 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 **$0,000.00** 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 of thirty (30) days after the Seller notifies the Consumer-Member in writing that service is available hereunder, whichever shall occur first.

243895

RECORDED Nov 4 1993 12:55 PM
IN BOOK 62 Misc PAGE 183
FEES 5.00 Mary
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

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.

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

5. 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) day notice in writing.

6. 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 & LIGHT, INC.
SELLER

Norene Gildner
LVP&L Representative

CONSUMER-MEMBER

Eugene P. Cox
Mary Ellen Cox

Total Cost for Materials & Labor	$1,658.44
Trenching	$ 334.25
Total	$1,992.69

ANNUAL MINIMUM $1,992.69 x 16% = $318.83 PER METER PER YEAR FOR FIVE YEARS

STATE OF Wyoming }
COUNTY OF Teton }

The foregoing instrument was acknowledged before me by
Eugene P. Cox & Mary Ellen Cox
as their free act and deed this 26th day of August, 1993.

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

Janice T. Wimmer
My Commission Expires:

9-28-96

Return to : Lower Valley Power & Light, Inc.
PO 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_____

ACCOUNT #228567
LOCATION #55675
WORK ORDER #29219 & 29220

CONTRACT FOR PURCHASE OF POWER

AGREEMENT made this 10th day of August, 1993, between Lower Valley Power & Light, Inc., a Wyoming Corporation, of Afton & Jackson; (Lincoln County and Teton County, Wyoming) hereinafter called the "Seller", and **MICHAEL L. LESKO & FRANCES K. LESKO, husband & wife,** 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 the Seller all of the electric power and energy which the Consumer-Member may need on the premises described below:

BEING a part of **Lot 15 of the Gypsum Creek Subdivision, Number Two, 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 Seller's Rules and Regulations.
2. SERVICE REQUIREMENTS
   a. 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 T.V., and Consumer-Member's property, and shall be responsible for all damages resulting from failure to notify the Seller. Wyo. Stat. SS37-12-301 through 303 (July 1990), Damage to Underground Public Utility Facilities.
   b. 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.
   c. ASSUMPTION OF RISK & INDEMNIFICATION:
      Consumer-Member shall assume all risk and indemnify and hold Seller harmless concerning any accident, injury or damage of any kind from any cause whatsoever, including the attorneys fees and costs of Seller in defending any legal action or claim, related in any way to the trench or trenching activities of Consumer-Member.
   d. The Consumer-Member shall be responsible and liable for obtaining all applicable Federal, State, and Local permits necessary for the above mentioned trenching activities.
   e. The Consumer-Member shall furnish such easements as may be required by the Seller at no cost to the Seller.
3. 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 annual year shall not be less than **$171.83** 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 **$0,000.00** 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 of thirty (30) days after the Seller notifies the Consumer-Member in writing that service is available hereunder, whichever shall occur first.

243896

RECORDED Nov 4, 1993 1:00PM
IN BOOK 102 Misc. PAGE 185
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLE[redacted]

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.

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

5. 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) day notice in writing.

6. 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 & LIGHT, INC.
SELLER

LVP&L Representative

CONSUMER-MEMBER

Michael L Lesko
Frances K. Lesko

Total Cost for Materials & Labor $ 837.66
Trenching $ 236.25

Total $1,073.91

ANNUAL MINIMUM $1,073.91 x 16% = $171.83 PER METER PER YEAR FOR FIVE YEARS

STATE OF Wyoming }
COUNTY OF Sweetwater }

The foregoing instrument was acknowledged before me by Michael L. Lesko and Frances K. Lesko as their free act and deed this 11th day of August, 1993.

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

Mary Beth Phillips Lee

My Commission Expires: October 10, 1993

Return to : Lower Valley Power & Light, Inc.
PO 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_____

LOCATION #55654
WORK ORDER #29179 & 29180 187

CONTRACT FOR PURCHASE OF POWER

AGREEMENT made this 28th day of June, 1993, between Lower Valley Power & Light, Inc., a Wyoming Corporation, of Afton & Jackson; (Lincoln County and Teton County, Wyoming) hereinafter called the "Seller", and **HILLIAS J. MARTIN, MARILLA S. MARTIN, husband and wife, CAROLYN S. SIMMONS, a married woman,** 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 the Seller all of the electric power and energy which the Consumer-Member may need on the premises described below:

BEING a part of **Gypsum Creek Subdivision No. 2, Lot 21, 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 Seller's Rules and Regulations.
2. SERVICE REQUIREMENTS
   a. 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 T.V., and Consumer-Member's property, and shall be responsible for all damages resulting from failure to notify the Seller. Wyo. Stat. SS37-12-301 through 303 (July 1990), Damage to Underground Public Utility Facilities.
   b. 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.
   c. ASSUMPTION OF RISK & INDEMNIFICATION:
   Consumer-Member shall assume all risk and indemnify and hold Seller harmless concerning any accident, injury or damage of any kind from any cause whatsoever, including the attorneys fees and costs of Seller in defending any legal action or claim, related in any way to the trench or trenching activities of Consumer-Member.
   d. The Consumer-Member shall be responsible and liable for obtaining all applicable Federal, State, and Local permits necessary for the above mentioned trenching activities.
   e. The Consumer-Member shall furnish such easements as may be required by the Seller at no cost to the Seller.
3. 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 annual year shall not be less than **$303.59** 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 **$0,000.00** 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 of 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.
4. MEMBERSHIP:
   The Consumer-Member shall become a member of the Seller, fill out the Membership Application and pay the required deposit.
5. [redacted]

RECORDED Nov 4 1993 11:00 AM
IN BOOK 112 Misc PAGE 187
FEES $ 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton DEPUTY

243897

[redacted]ten and shall remain i[redacted]ect 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) day notice in writing.

6. 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 & LIGHT, INC.
SELLER

LV&L Representative

My Commission Expires April 1, 1995

CONSUMER-MEMBER

Hillias J. Marten Sr.

Marilyn D. Marten

Carolyn L. Simmons

My Commission Expires April 1, 1995

Cost for Materials & Labor $1,676.44
Metering $ 221.00

Total $1,897.44

ANNUAL MINIMUM ~~$2,000.00~~ 1,897.44 x 16% = $303.59 PER METER PER YEAR FOR FIVE YEARS

STATE OF }

COUNTY OF }

The foregoing instrument was acknowledged before me by Hillias J. Marten

as their free act and deed this 1st day of July, 1993.

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

Linda Willard

My Commission Expires:

LINDA WILLARD-NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires May 1, 1997

Return to : Lower Valley Power & Light, Inc.
PO 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 _____

ACCOUNT #215066
LOCATION #55591
WORK ORDER #29081 & 29082

189

CONTRACT FOR PURCHASE OF POWER

AGREEMENT made this 13th day of July, 1993, between Lower Valley Power & Light, Inc., a Wyoming Corporation, of Afton & Jackson; (Lincoln County and Teton County, Wyoming) hereinafter called the "Seller", and **RANDALL P. KEY & MARIE ROSE KEY, husband & wife,** 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 the Seller all of the electric power and energy which the Consumer-Member may need on the premises described below:

BEING a part of **the East 1/2 of Tract 10, Sheet 12, Hoback Ranches Subdivision, 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 Seller's Rules and Regulations.
2. SERVICE REQUIREMENTS
   a. 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 T.V., and Consumer-Member's property, and shall be responsible for all damages resulting from failure to notify the Seller. Wyo. Stat. SS37-12-301 through 303 (July 1990), Damage to Underground Public Utility Facilities.
   b. 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.
   c. ASSUMPTION OF RISK & INDEMNIFICATION:
   Consumer-Member shall assume all risk and indemnify and hold Seller harmless concerning any accident, injury or damage of any kind from any cause whatsoever, including the attorneys fees and costs of Seller in defending any legal action or claim, related in any way to the trench or trenching activities of Consumer-Member.
   d. The Consumer-Member shall be responsible and liable for obtaining all applicable Federal, State, and Local permits necessary for the above mentioned trenching activities.
   e. The Consumer-Member shall furnish such easements as may be required by the Seller at no cost to the Seller.
3. 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 annual year shall not be less than **$317.32** 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 **$0,000.00** 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 of thirty (30) days after the Seller notifies the Consumer-Member in writing that service is available hereunder, whichever shall occur first.

243898

RECORDED Nov 4 1993 1:05 M
IN BOOK Misc PAGE 189
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Sax

[redacted] If the Consumer-Member[redacted]s to pay his electric [redacted] from the Seller and ceases to take electric service, the Consumer-Member shall remain liable for payment of the balance of this contract.

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

5. 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) day notice in writing.

6. 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 & LIGHT, INC.
SELLER

LVP&L Representative

CONSUMER-MEMBER

Total Cost for Materials & Labor	$1,548.25
Trenching	$ 435.00
Total	$1,983.25

ANNUAL MINIMUM $1,983.25 x 16% = $317.32 PER METER PER YEAR FOR FIVE YEARS

STATE OF Wyoming }

COUNTY OF Teton }

The foregoing instrument was acknowledged before me by_____

Ronald P. Tracy & Marie Rose Tracy

as their free act and deed this 13th day of July, 1993.

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

Anne T. Woodmansee

My Commission Expires:

7-28-96

Return to : Lower Valley Power & Light, Inc.
PO 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_____

ACCOUNT #653427
LOCATION #55538
WORK ORDER #29043

CONTRACT FOR PURCHASE OF POWER

AGREEMENT made this 23rd day of June, 1993, between Lower Valley Power & Light, Inc., a Wyoming Corporation, of Afton & Jackson; (Lincoln County and Teton County, Wyoming) hereinafter called the "Seller", and **J. SCOTT MILLER & RENEE M. MILLER, husband & wife,** 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 the Seller all of the electric power and energy which the Consumer-Member may need on the premises described below:

BEING a part of **the NW 1/4 NE 1/4 Section 21 T36N, R114W, 6th P.M. 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 Seller's Rules and Regulations.
2. SERVICE REQUIREMENTS:
   a. 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 T.V., and Consumer-Member's property, and shall be responsible for all damages resulting from failure to notify the Seller. Wyo. Stat. SS37-12-301 through 303 (July 1990), Damage to Underground Public Utility Facilities.
   b. The "Consumer-Member" shall furnish a 42" deep trench for the "Seller"; and bedding materials at the "Sellers" request; at no cost to the "Seller".
   c. Assumption of Risk & Indemnification:
      Consumer-Member shall assume all risk and indemnify and hold Seller harmless concerning any accident, injury or damage of any kind from any cause whatsoever, including the attorneys fees and costs of Seller in defending any legal action or claim, related in any way to the trench or trenching activities of Consumer-Member.
   d. The Consumer-Member shall be responsible and liable for obtaining all applicable Federal, State, and Local permits necessary for the above mentioned trenching activities.
   e. The Consumer-Member shall furnish such easements as may be required by the Seller at no cost to the Seller.
3. 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 annual year shall not be less than **$320.00** per meter for the first five (5) years for service or for having service available, regardless of the applicable rate schedule.
   b. In addition to Item A above the Consumer-Member shall pay **$ 914.74** 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 of 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

243899

RECORDED Nov. 4 19 93 1:05 PM
IN BOOK 102 Misc. PAGE 191
FEES 8.00
SUBLETTE COUNTY CLERK COUNTY CLERK
By Cathy Sikes

Consumer-Member shall remain liable for payment of the balance of this contract.

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

5. 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) day notice in writing.

6. 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 & LIGHT, INC.
SELLER

LVP&L Representative

CONSUMER-MEMBER

Total Cost for Materials & Labor $2,914.74

Total $2,914.74
-$2,000.00

Cash Payment $ 914.74

***CONSUMER TO PROVIDE ALL EXCAVATION**

ANNUAL MINIMUM $2,000.00 x 16% = $320.00 PER METER PER YEAR FOR FIVE YEARS

STATE OF }

COUNTY OF }

State of California }
County of San Diego }

On July 2, 1993 (DATE) before me, Shirley L. McAlpine (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"),

personally appeared Renee M. Miller and J. Scott Miller (NAME(S) OF SIGNER(S)),

☐ 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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Shirley L. McAlpine
Commission #992926
Notary Public - California
San Diego County
My Commission Expires April 25, 1997

SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

☒ INDIVIDUAL(S)
☐ CORPORATE _____
OFFICER(S) _____ TITLE(S)
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ SUBSCRIBING WITNESS
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document Contract For Purchase of Power
Number of Pages 2 Date of Document Unknown
Signer(s) Other Than Named Above N/A

ADM-34 (1/92)

ACCOUNT #564525
LOCATION #55549 & 55550
WORK ORDER #29067 & 29068

CONTRACT FOR PURCHASE OF POWER

AGREEMENT made this 23rd day of June, 1993, between Lower Valley Power & Light, Inc., a Wyoming Corporation, of Afton & Jackson; (Lincoln County and Teton County, Wyoming) hereinafter called the "Seller", and **SCOTT R. LEEPER & LUCINDA L. LEEPER, husband & wife,** 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 the Seller all of the electric power and energy which the Consumer-Member may need on the premises described below:

BEING a part of **the SE 1/4 of Section 33, T38N, R113W, 6th P.M., 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 Seller's Rules and Regulations.
2. SERVICE REQUIREMENTS:
   a. 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 T.V., and Consumer-Member's property, and shall be responsible for all damages resulting from failure to notify the Seller. Wyo. Stat. SS37-12-301 through 303 (July 1990), Damage to Underground Public Utility Facilities.
   b. The "Consumer-Member" shall furnish a 42" deep trench for the "Seller"; and bedding materials at the "Sellers" request; at no cost to the "Seller".
   c. Assumption of Risk & Indemnification:
      Consumer-Member shall assume all risk and indemnify and hold Seller harmless concerning any accident, injury or damage of any kind from any cause whatsoever, including the attorneys fees and costs of Seller in defending any legal action or claim, related in any way to the trench or trenching activities of Consumer-Member.
   d. The Consumer-Member shall be responsible and liable for obtaining all applicable Federal, State, and Local permits necessary for the above mentioned trenching activities.
   e. The Consumer-Member shall furnish such easements as may be required by the Seller at no cost to the Seller.
3. 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 annual 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 **$1,184.56** 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 of 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

243900

RECORDED Nov 4, 1993 1:05 PM
IN BOOK 42 Misc PAGE 193
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

Consumer-Member shall remain liable for payment of the balance of this contract.

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

5. 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) day notice in writing.

6. 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 & LIGHT, INC. SELLER

CONSUMER-MEMBER

LVP&L Representative

Total Cost for Materials & Labor	$5,184.56
Total	$5,184.56
	-$4,000.00
Cash Payment	$1,184.56

*** Consumer will install and terminate primary and secondary.**
*** LVP&L line crew will terminate primary terminator on pole.**

***CONSUMER TO PROVIDE ALL EXCAVATION**

ANNUAL MINIMUM $4,000.00 x 16% = $320.00 PER METER PER YEAR FOR FIVE YEARS

STATE OF }

COUNTY OF }

The foregoing instrument was acknowledged before me by Scott Leeper and Lucinda Leeper

as their free act and deed this 13 day of July, 1993.

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

Notary

My Commission Expires: Sept. 14, 1994

Return to : Lower Valley Power & Light, Inc.
PO 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_____

ACCOUNT #227064
LOCATION #55670
WORK ORDER #29207 & 29208

CONTRACT FOR PURCHASE OF POWER

AGREEMENT made this 28th day of June, 1993, between Lower Valley Power & Light, Inc., a Wyoming Corporation, of Afton & Jackson; (Lincoln County and Teton County, Wyoming) hereinafter called the "Seller", and **DAVID H. MARTIN & CHARLOTTE W. MARTIN, husband and wife,** 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 the Seller all of the electric power and energy which the Consumer-Member may need on the premises described below:

BEING a part of **Lot 3 of the Buffalo Head Springs Estates, 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 Seller's Rules and Regulations.
2. SERVICE REQUIREMENTS:
   a. 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 T.V., and Consumer-Member's property, and shall be responsible for all damages resulting from failure to notify the Seller. Wyo. Stat. SS37-12-301 through 303 (July 1990), Damage to Underground Public Utility Facilities.
   b. The "Consumer-Member" shall furnish a 42" deep trench for the "Seller"; and bedding materials at the "Sellers" request; at no cost to the "Seller".
   c. Assumption of Risk & Indemnification: Consumer-Member shall assume all risk and indemnify and hold Seller harmless concerning any accident, injury or damage of any kind from any cause whatsoever, including the attorneys fees and costs of Seller in defending any legal action or claim, related in any way to the trench or trenching activities of Consumer-Member.
   d. The Consumer-Member shall be responsible and liable for obtaining all applicable Federal, State, and Local permits necessary for the above mentioned trenching activities.
   e. The Consumer-Member shall furnish such easements as may be required by the Seller at no cost to the Seller.
3. 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 annual year shall not be less than **$320.00** per meter for the first five (5) years for service or for having service available, regardless of the applicable rate schedule.
   b. In addition to Item A above the Consumer-Member shall pay **$ 388.61** 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 of 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

243901 RECORDED Nov 4 1993 2:15 PM
IN BOOK 62 Misc. 1 PAGE 195
by Cathy

Consumer-Member shall remain liable for payment of the balance of this contract.

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

5. 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) day notice in writing.

6. 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 & LIGHT, INC.
SELLER

Jon Woodmansee
LVP&L Representative

CONSUMER-MEMBER

David H. Martin
Charlotte W. Martin

Total Cost for Materials & Labor	$2,388.61
Total	$2,388.61
	-$2,000.00
Cash Payment	$ 388.61

***CONSUMER TO PROVIDE ALL EXCAVATION**

ANNUAL MINIMUM $2,000.00 x 16% = $320.00 PER METER PER YEAR FOR FIVE YEARS

STATE OF Utah }
COUNTY OF Salt Lake }

The foregoing instrument was acknowledged before me by David H. Martin and Charlotte W. Martin

as their free act and deed this 19th day of July, 1993.

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

Vanice J. Rice

My Commission Expires: January 11-1994

NOTARY PUBLIC
VANICE J. RICE
West One Bank
6940 South Highland Drive
Salt Lake City, Utah 84121
My Commission Expires January 11, 1994
STATE OF UTAH

Return to : Lower Valley Power & Light, Inc.
PO 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_____

197

243902

RECORDED Nov 4 1993 2:26 PM
IN BOOK 142 misc PAGE 197
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

ACCOUNT #225266-55661
WORK ORDER #29187 & 29188
SEC.9,T37N,R113W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That I, the undersigned **JOHN KNOX WALKER, a single man,** for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto Lower Valley Power & 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, 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 **Tract #5 Bondurant Ranches, more particularly described in Exhibit A.**

BEGINNING at a point being **the NE corner of Tract 4 described in xhibit A as utility easement; thence beginning at a 5/8" diameter rebar w/cap inscribed "PLS 3831" on said S.W. Highway ROW line; thence S 53 degrees W, 113 feet to a 5/8" diameter rebar w/cap inscribed"PLS 3831";thence S 1 degrees E, 806 feet to a 5/8" diameter rebar w/cap inscribed "PLS 3831"; thence S 34 degrees E, 269.74 feet to the intersection with the N.W. line of teh above described tract; thence easement begins and bears S 53 degrees W, 801 feet; thence S 88 degrees W, 402 feet; thence S 10 degrees E, 221 feet.**

RIGHT-OF-WAY Width **7.5** 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 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 22nd day of September, 1993.

_____

_____

STATE OF Wyoming }
COUNTY OF Lincoln }

The foregoing instrument was acknowledged before me by

_____

as their free act and deed this 22nd day of September, 1993.

_____
Notary Public

7-28-96

TRACT 5

COPY

A tract of land in the E½NE¼ of Section 9 and the W½NW¼ of Section 10, T37N R113W, 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at the southwest corner of said E½NE¼ (the CE 1/16 corner of Section 9), Thence N 00°02'21"W, 600.32 feet along the west line of said E½NE¼, to a 5/8" diameter rebar with cap inscribed "PLS 3831";

Thence N 53°48'00"E, 1922.77 feet to the intersection with the southwest right-of-way line of Wyoming Highway 187-189, marked by a 5/8" diameter rebar with cap inscribed "PLS 3831";

Thence continuing N 53°48'00"E, 50.02 feet to the center line of said highway;

Thence S 34°45'15"E, 713.02 feet along said center line;

Thence S 55°14'45"W, 50.00 feet to the intersection with said southwest right-of-way line, marked by a 5/8" diameter rebar with cap inscribed "PLS 3831";

Thence S 53°48'00"W, 1954.10 feet to a 5/8" diameter rebar with cap inscribed "PLS 3831" marking the intersection with the south line of said E½NE¼;

Thence N 89°33'11"W, 380.07 feet along said south line to the Point of Beginning.

Encompassing an area of 35.10 acres, more or less.

Together with an access and utility easement, 60 feet in width, the westerly line of which is described as follows:

Beginning at a 5/8" diameter rebar with cap inscribed "PLS 3831" on said southwest highway right-of-way line, from which the northeast corner of said Section 9 is N 66°48'43"E, 329.44 feet;

Thence S 53°48'00"W, 113.01 feet to a 5/8" diameter rebar with cap inscribed "PLS 3831";

Thence S 01°05'50"E, 806.59 feet to a 5/8" diameter rebar with cap inscribed "PLS 3831";

Thence S 34°45'15"E, 269.74 feet to the intersection with the northwest line of the above described tract, marked by a 5/8" diameter rebar with cap inscribed "PLS 3831";

Together with and subject to covenants, easements, and restrictions of sight or record.

All in accordance with the map to be filed in the Office of the Clerk of Sublette County, Wyoming titled "Map of Survey, Bondurant Ranches, showing parts of Sections 4, 9 and 10, T37N, R113W, Sublette County, Wyoming".

Richard W Greenwood

Richard W. Greenwood, PLS
September 12, 1992 2100-5.LEG

Exhibit "A"
Bondurant Capital/Walker

ACCOUNT #250570-55903
WORK ORDER #29392 & 29393
SEC.35,T38N,R110W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That **WE,** the undersigned **JOHN D. MARKLE & MARY JANE MARKLE, 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 & 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, 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 **Tract 3, Redstone Upper Green River Subdivision, Sublette County, Wyoming.**

BEGINNING at a point being **the NW corner of Tract 3; thence N 79 degrees E, 100 feet; thence easement begins and bears S 3 degrees W, 400 feet; thence N 87 degrees E, 50 feet.**

RIGHT-OF-WAY Width **6.5** 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 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 October, 1993.

John D. Markle

Mary Jane Markle

STATE OF Wyoming }
COUNTY OF Teton }

The foregoing instrument was acknowledged before me by John D. Markle & Mary Jane Markle as their free act and deed this 12th day of October, 1993.

Joyce L. Wordmeyer
Notary Public

My commission expires:

7-28-96

243904

RECORDED Nov 4, 1993 2:20 PM
IN BOOK 62 Misc. PAGE 199
FEES 6.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY CL[redacted]

WORK ORDER #29377
SEC.33&32,T37N,R111W
SEC.2,T36N,R112W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That **I,** the undersigned **TIMOTHY J. COLLETTI,** for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto Lower Valley Power & 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, 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 **Lot 31 of Rim Ranches, Ammended Subdivision locatedin Sections 32 & 33, T37N, R111W and Section 2, T36N, R112W, Sublette County, Wyoming.**

BEGINNING at a point being **the most Southwest corner of Lot 31 that adjoins the Northwest corner of Lot 30; thence N 67 degrees E, 300 feet; thence easement begins and bears N 67 degrees E, 303 feet.**

RIGHT-OF-WAY Width **6.5** feet on each side of described line.

Together with all necessary ahd 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 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 3rd day of September, 1993.

Timothy J. Colletti

STATE OF Wyoming }

COUNTY OF Sublette }

The foregoing instrument was acknowledged before me by Timothy J. Colletti as their free act and deed this 10th day of September 1993.

Notary Public

My commission expires: 1-10-95

243905

RECORDED Nov 4 1993 2:20 PM
IN BOOK 142 Misc 1 PAGE 200
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

ACCOUNT #202452-55478
WORK ORDER #28985 & 28986
SEC.13,T37N,R110W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That **WE,** the undersigned **LEE R. MARTIN & COLLEEN M. MARTIN, 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 & 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, 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 **a parcel land located in the E 1/2 SE 1/4 of Section 13, T37N, R110W of the 6th P.M., Sublette County, Wyoming.**

BEGINNING at a point being **the East line of said E 1/2 SE 1/4 said point being located North, 1006.46 feet from the SE corner of said Section 13; thence S 75 degrees W, a distance of 140 feet; thence S 35 degrees W; a distance of 86 feet; thence W a distance of 685 feet to a point on the East Row of Wyoming State Highway No. 352; thence Northeasterly to Milepost 21.83; thence S 68 degrees E, 85 feet; thence easement begins and bears S 71 degrees E, 240 feet; thence S 78 degrees E, 20 feet.**

RIGHT-OF-WAY Width **7.5** 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 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 13th day of August, 1993.

x Lee R. Martin

x Colleen M. Martin

STATE OF Wyoming }
COUNTY OF Lincoln }

The foregoing instrument was acknowledged before me by Lee R. Martin & Colleen M. Martin as their free act and deed this 13th day of August, 1993.

Janice T. Woodmancy
Notary Public

My commission expires:

243906

RECORDED Nov. 4, 1993 2:20 PM
IN BOOK 102 Misc 14 PAGE 201
FEES 6.00 [redacted] COUNTY CLERK

[redacted] 23-96 [redacted]

243907

RECORDED Nov 4, 1993 2:30 PM
IN BOOK 12 Misc PAGE 202
FEES 6.00 Mary Lou Taylor COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

ACCOUNT #233064-55691
WORK ORDER #29257 & 29258
SEC.33,T37N,R111W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That I, the undersigned **ROBERT REED SISSMAN,** for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto Lower Valley Power & 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, 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 **Lot 16 the Ammended Rim Ranches, Sublette County, Wyoming.**

BEGINNING at a point being **the SW corner of Lot 16; thence N 5 degrees 29 minutes 31 seconds E, 40 feet; thence easement begins and bears N 64 degrees E, 125 feet; thence N 72 degrees E, 71 feet; thence S 81 degrees E, 75 feet; thence S 52 degrees E, 81 feet; thence N 62 degrees E, 100 feet.**

RIGHT-OF-WAY Width **7.5** 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 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 7th day of September, 1993.

Robert Reed Sissman

STATE OF Wyoming }
COUNTY OF Teton }

The foregoing instrument was acknowledged before me by

Robert Reed Sissman

as their free act and deed this 8th day of September, 1993.

Janice T. Wrathmercy
Notary Public

My commission expires:

7-28-96

202

ACCOUNT #128139-55638
WORK ORDER #29170 & 29171
SEC.32,T37N,R111W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That I, the undersigned B RIZZA, a married woman, for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto Lower Valley Power & 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, 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 Lot 17 & 18 of the Ammended Rim Ranches, Sublette County, Wyoming.

BEGINNING at a point being the NW corner of Lot 17; adjacent to the SW corner of Lot 16; and the NE corner of Lot 30; thence easement begins and bears S 13 degrees E, 118 feet; thence S 38 degrees E, 57 feet; thence S 48 degrees E, 77 feet; thence S 38 degrees E, feet; thence S 48 degres E, 178 feet; thence S 6 degrees E, 53 feet; thence S 50 degrees W, 94 feet; thence S 6 degrees W, 117 feet; thence S 32 degrees W, 126 feet; thence S 0 degrees 97 feet; thence S 79 degrees W, 30 feet.

RIGHT-OF-WAY Width 7.5 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 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 3rd day of September, 1993.

Beatrice C Rizza

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me by

BEATRICE C RIZZA

as their free act and deed this 3rd day of September, 1993.

Sharon R. Eslick
Notary Public

My Commission expires: 1-5-96

SHARON R. ESLICK NOTARY PUBLIC STATE OF WYOMING SEAL

243908

RECORDED Nov 4, 1993 2:26 PM
IN BOOK 102 Misc. 1 PAGE 203
FEES 4.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

By Cathy [redacted]

[redacted]

RECORDED Nov. 4, 1993 2:30 p.m.
IN BOOK 102 Misc. 4 PAGE 264
FEES 11.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

ACCOUNT #247408-46867
WORK ORDER #29309
SEC.24,T37N,R110W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That **WE,** the undersigned **EUGENE P. COX & MARY ELLEN COX, 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 & 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, 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 **Lot 9 of the Hecox Homesites, Sublette County, Wyoming.**

BEGINNING at a point being **the NW corner of Lot 9; thence S 82 degrees E, 40 feet; thence easement begins and bears S 24 degrees W, 198 feet.**

RIGHT-OF-WAY Width **6.5** 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 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 24th day of August, 1993.

Eugene P Cox

Mary Ellen Cox

STATE OF Wyoming }
COUNTY OF Teton }

The foregoing instrument was acknowledged before me by Eugene P. Cox & Mary Ellen Cox as their free act and deed this 24th day of August, 1993.

Janice T. Whitmore
Notary Public

My commission expires:

7-28-96

ACCOUNT #228567-55675
WORK ORDER #29219 & 29220
SEC.36,T38N,R110W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That **WE,** the undersigned **MICHAEL L. LESKO & FRANCES K. LESKO, 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 & 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, 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 **Lot 15 of the Gypsum Creek Subdivision, Number Two, Sublette County, Wyoming.**

BEGINNING at a point being **the SW corner of Lot 15 that adjoins Lot 14 and Pine Drive Road; thence N 41 degrees E, 5 feet; thence easement begins and bears N 18 degrees W, 55 feet.**

RIGHT-OF-WAY Width **6** 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 wires and other facilities, installed on the above described lands at the grantee's expense shall remain the property of the grantee, removable at the option of the grantee. We hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the said State.

WITNESS the Hand of said Grantor, this 10th day of August, 1993.

Michael L. Lesko

Frances K. Lesko

STATE OF Wyoming }
COUNTY OF Sweetwater }

The foregoing instrument was acknowledged before me by Michael L. Lesko and Frances K. Lesko as their free act and deed this 11th day of August, 1993.

Mary Beth Phillips Dee
Notary Public

My commission expires: October 10, 1993

MARY BETH PHILLIPS NOTARY PUBLIC

243910

RECORDED Nov 4 1993 2:30 PM
IN BOOK 42 Misc 1 PAGE 205
FEES 4.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy [redacted]ston

243912

RECORDED Nov. 4 19 93 8:34 M
IN BOOK 148 MISC PAGE 206
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

ACCOUNT #224561-55654
WORK ORDER #29179 & 29180
SEC.36,T38N,R110W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:
That WE, the undersigned **HILLIAS J. MARTIN, MARILLA S. MARTIN, husband and wife, CAROLYN S. SIMMONS, a married woman,** for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto Lower Valley Power & 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, 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 **Gypsum Creek Supdivision No. 2, Lot 21, Sublette County, Wyoming.**

BEGINNING at a point being **the SE corner of said Lot 21; thence easement begins and bears N 45 degrees W, 53 feet; thence N 80 degrees W, 57 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 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 28th day of June, 1993.

Hillias J. Martin Sr.
Marilla S Martin
Carolyn S Simmons

Wanda Crowley, N.P.
My Commission Expires April 1, 1995

Wanda Crowley, N.P.
My Commission Expires April 1, 1995

STATE OF }
COUNTY OF }

The foregoing instrument was acknowledged before me by
Hillias J. Martin
as their free act and deed this 1st day of July, 1993.

Linda Willard
Notary Public

My commission expires:

LINDA WILLARD-NOTARY PUBLIC
County of Teton — State of Wyoming
My Commission Expires May 1, 1997

24

207

243913

RECORDED Nov. 4 1993 2:35 PM
IN BOOK (02) Misc. (4) PAGE 207
FEES 1.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

ACCOUNT #219967-55614
WORK ORDER #29125
SEC.3,T36N,R113W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That **WE,** the undersigned **ROY RADAKOVICH & DOROTHY ANN RADAKOVICH, 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 & 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, 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 **S 1/2 S 1/2 NE 1/4 SE 1/4 of Section 3, T36N, R113W, Sublette County, Wyoming.**

BEGINNING at a point being **a Brass Cap inscribed with the following: C.V. King RLS 590 SLC Utah. S 1/16 Section 2 & 3. T36N, R113W, 1972; thence West 532 feet; thence easement begins and bears N 17 degrees E 132 feet.**

RIGHT-OF-WAY Width **12** 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 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 21st day of June, 1993.

Roy Radakovich

Dorothy Ann Radakovich

STATE OF Wyoming }

COUNTY OF Sweetwater }

The foregoing instrument was acknowledged before me by

Roy Radakovich & Dorothy Ann Radakovich

as their free act and deed this 21st day of June, 1993.

Kevin N. Heyborne
Notary Public

My commission expires:

January 2, 1995

KEVIN N. HEYBORNE - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 2, 1995

243914

RECORDED Nov. 4 1993 2:40 PM
IN BOOK 42 Misc. PAGE 208
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

ACCOUNT #215066-55591
WORK ORDER #29081 & 29082
SEC.12,T36N,R116W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That **WE,** the undersigned **RANDALL P. KEY & MARIE ROSE KEY, 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 & 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, 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 East 1/2 of Tract 10, Sheet 12, Hoback Ranches Subdivision, Sublette County, Wyoming.**

BEGINNING at a point being **the SE corner of Tract 10, thence to a vault located 400 feet West and 4,990 feet North and numbered HB366A-14, thence following Mountain View Drive in a Southwesterly direction approximately 600 feet; thence easement begins and bears S 55 degrees E, 5 feet; thence N 41 degrees E, 50 feet; thence N 37 degrees E, 20 feet; thence N 39 degrees E, 75 feet.**

RIGHT-OF-WAY Width **7.5** 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 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 13th day of July, 1993.

Marie Rose Key

Randall P. Key

STATE OF Wyoming }
COUNTY OF Lincoln }

The foregoing instrument was acknowledged before me by Randall P. Key & Marie Rose Key

as their free act and deed this 13th day of July, 1993.

Janice T. Woolsey
Notary Public

My commission expires:

7-28-96

209

243915

ACCOUNT #653427-55538
WORK ORDER #29043
SEC.21,T36N,R114W

RECORDED Nov. 4, 1993 2:40 PM
IN BOOK 62 Misc. PAGE 209
FEES 4.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That **WE,** the undersigned **J. SCOTT MILLER & RENEE M. MILLER, 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 & 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, 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 NE 1/4 Section 21, T36N, R114W, 6th P.M. Sublette County, Wyoming.**

BEGINNING at a point being **a Brass Cap inscribed with the following: Nelson Engineering RLS 578, T36N, R114W, 1/4 Section 16 & 21 1969; thence S 81 degrees E, 22 feet; thence S 26 degrees E, 202 feet; thence S 2 degrees W, 204 feet; thence S 47 degrees E, 195 feet; thence easement begins and bears N 45 degrees E, 81 feet; thence N 29 degrees E, 105 feet; thence N 22 degrees E, 65 feet.**

RIGHT-OF-WAY Width **12** 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 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 23rd day of June, 1993.

State of California }
County of San Diego }

On July 2, 1993 (DATE) before me, Shirley L. McAlpine (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"),

personally appeared Renee M. Miller and J. Scott Miller (NAME(S) OF SIGNER(S)),

☐ 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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

☒ INDIVIDUAL(S)
☐ CORPORATE OFFICER(S) _____ TITLE(S)
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ SUBSCRIBING WITNESS
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFIC[redacted]
MUST BE ATTA[redacted]

Title or Type of Document [redacted]ement

ACCOUNT #564525-55549 & 55550
WORK ORDER #29067 & 29068
SEC.33,T38N,R113W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That **WE,** the undersigned **SCOTT R. LEEPER & LUCINDA L. LEEPER, 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 & 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, 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 SE 1/4 of Section 33, T38N, R113W, 6th P.M., Sublette County, Wyoming.**

BEGINNING at a point being **the S 1/4 of Said Section 33; thence N 23 degrees E, 2670 feet; thence easement begins and bears S 33 degrees E, 93 feet; thence S 80 degrees E, 344 feet; thence S 9 degrees E, 299 feet; thence S 19 degrees W, 50 feet; thence S 16 degrees E, 100 feet.**

RIGHT-OF-WAY Width **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 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 21st day of June, 1993.

Scott R. Leeper

Lucinda L. Leeper

STATE OF }

COUNTY OF }

The foregoing instrument was acknowledged before me by Scott Leeper and Lucinda Leeper as their free act and deed this 13 day of July, 1993.

Shirley L. Lakey
Notary Public

My commission expires:

Sept 14, 1994

243916

RECORDED Nov 4, 1993 2:40 PM
IN BOOK 62 Misc PAGE 210
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

By Cathy Saxton

211

243917

RECORDED Nov 4, 1993 2:45PM
IN BOOK 42 misc. PAGE 211
FEES 6.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

ACCOUNT #227064-55670
WORK ORDER #29207 & 29208
SEC.25,T37N,R110W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That **WE,** the undersigned **DAVID H. MARTIN & CHARLOTTE W. MARTIN, 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 & 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, 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 **Lot 3 of Buffalo Head Springs Estates, Sublette County, Wyoming.**

BEGINNING at a point being **the most Southwesterly corner of Lot 3; ajacent to Boulder Basin Road and Buffalo Head Lane; thence S 84 degrees E, 5 feet; thence easement begins and bears N 60 degrees E, 186 feet; thence N 89 degrees E, 65 feet; thence N 20 degrees E, 20 feet.**

RIGHT-OF-WAY Width **7.5** 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 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 28th day of June, 1993.

David H. Martin
Charlotte W. Martin

STATE OF Utah }
COUNTY OF Salt Lake }

The foregoing instrument was acknowledged before me by
David H Martin and Charlotte W Martin
as their free act and deed this 19th day of July, 1993.

Vanice J. Rice
Notary Public

My commission expires: January 11- 1994

NOTARY PUBLIC
VANICE J. RICE
West One Bank
5940 South Highland Drive
Salt Lake City Utah 84121
My Commission Expires January 11, 1994
STATE OF UTAH

243918

RECORDED Nov. 4 1993 2:45 PM
IN BOOK 112 Misc PAGE 212
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

ACCOUNT #108820-55610 & 55611
WORK ORDER #29120 & 29121
SEC.9,T36N,R114W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That **WE,** the undersigned **JOHN C RIZZI, KATHLEEN M. RIZZI & ELIZABETH K. THOMPSON,** for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto Lower Valley Power & 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, 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 **a tract of land located in Section 9, T36N, R114W, 6th P.M., Sublette County, Wyoming, described as N 1/2 N 1/2 NW 1/4 SW 1/4 SE 1/4, and N 1/2 N 1/2 NE 1/4 SE 1/4 SW 1/4 of said Section 9.**

BEGINNING at a point being **on the South Line of said Tract and the intersection of the Upper Hoback River Road number 23-174; thence E 30 feet; thence N 25 degrees E, 60 feet to point A; thence easement begins and bears N 75 degrees W, 110 feet; thence from point A again S 75 degrees E, 224 feet.**

RIGHT-OF-WAY Width **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 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, 1993.

x Elizabeth K. Thompson

x Terry D Thompson

x John C. Rizzi and Kathleen M. Rizzi are both deceased. Elizabeth K. Thompson and Terry D. Rizzi are the sole owners of this property.

STATE OF Wyoming)
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by

Elizabeth K. Thompson and Terry D. Thompson

as their free act and deed this 7 day of June, 1993.

William W. Cramer

~~Notary Public~~
Justice of the Peace

My commission expires:

WILLIAM W. CRAMER - JUSTICE OF THE PEACE
County of Sublette
State of Wyoming
My Term Expires 1-2-95

213

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made and entered into by and between Thunder, Inc. a Wyoming Corporation hereafter called "Seller", and William L. Strmiska and Rosalinda A. Strmiska, husband and wife, of 2700 Louise Avenue, Tracy, CA 95376, hereafter called "Buyers";

W I T N E S S E T H:

The parties hereto have entered into a Contract for Deed which is escrowed at Hilltop National Bank, Casper, Wyoming, pertaining to the following described property, to-wit:

> Part of the Northwest quarter, Northeast quarter (NW1/4 NE1/4) of Section Six, Township 35 North, Range 113 West of the Sixth Principal Meridian, Sublette County, Wyoming, more particularly described on the Plat of Survey attached hereto as Exhibit A and by this reference incorporate herein.
>
> Subject to easements, reservations, restrictions, and rights-of-way of sight or record.
>
> GRANTOR MAKES NO WARRANTIES OR REPRESENTATION WHATSOEVER REGARDING DOMESTIC WATER OR SEWER FACILITIES, ROAD CONSTRUCTION OR MAINTENANCE.

Under the terms of the contract, Buyers are to make no lienable improvements on the premises without Seller's prior written consent.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

SELLER:

DATED this 26th day of October 1993.

THUNDER, INC.

Attest:

Eileen Brubaker, Secretary

By Donn B. Brubaker
Donn B. Brubaker, President

BUYERS:

DATED this 28 day of October 1993.

William L. Strmiska
William L. Strmiska

Rosalinda A. Strmiska
Rosalinda A. Strmiska

243954

RECORDED Nov 5, 1993 2:25 PM
BOOK 42 Misc PAGE 213
FEES $ 10.00 COUNTY CLERK
[redacted]TTE COUNTY, PINEDALE WY[redacted]

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

The foregoing was acknowledged before me this 26 day of October 1993 by ~~Albert~~ Donn B. Brubaker, President of Thunder, Inc.

Witness my hand and official seal.

DENNIS M. HAND Notary Public
County of Convorso State of Wyoming
My commission Expires Aug 22, 1996

Notary Public

My Commission Expires:

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN JOAQUIN)

The foregoing was acknowledged before me this 31st day of November 1993 by William L. Strmiska and Rosalinda A. Strmiska, husband and wife.

Witness my hand and official seal.

Notary Public

My Commission Expires: 2-12-95

OFFICIAL SEAL
BEN Y CURRAN
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
SAN JOAQUIN COUNTY
My Commission Exp. Feb. 12, 1995

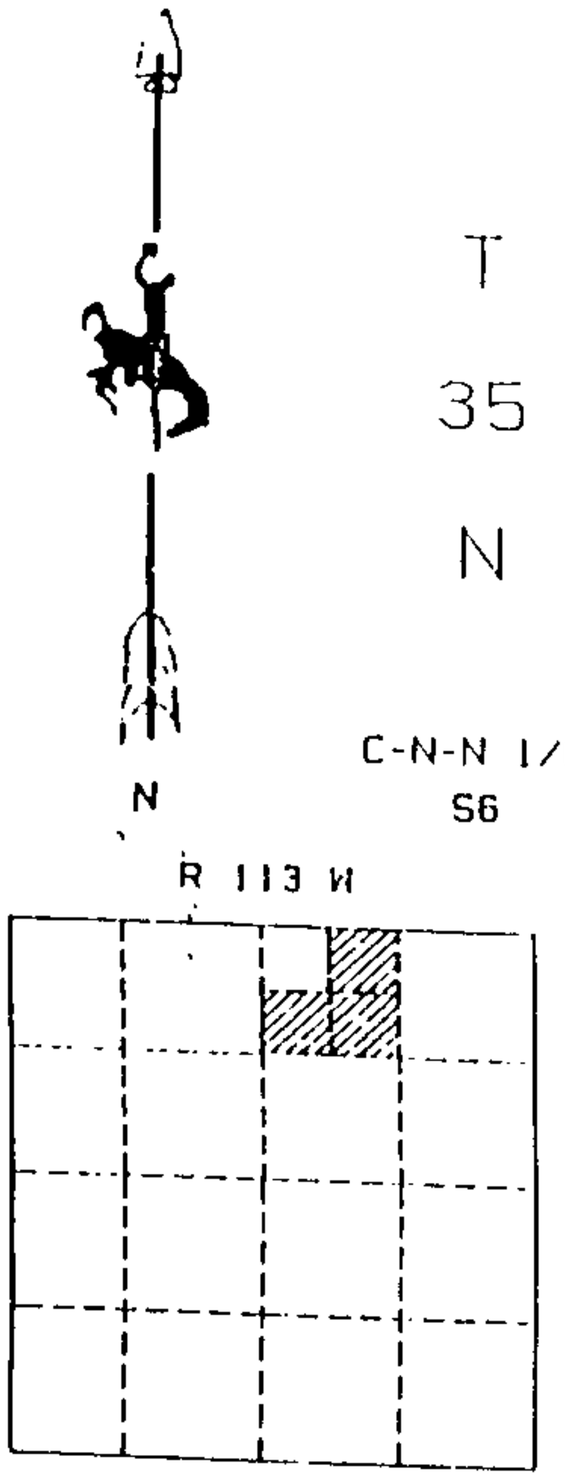
BOX 700 PH. 307-436-8813
GLENROCK, WY 82637

Exhibit A
215

SUBLETTE COUNTY, WYO.

R 113 W

T
35
N



LOCATION PLAT
1" = 3000'

W-E 1/64
S6

E1/16
S6

N09° 20'W - 650.9 Ft

N0°03'W - 663.1 Ft

NE1/4 Lot 2
(NE1/4 NW1/4 NE 1/4)
9.9 Ac.

N0°03'W - 662.9 Ft

NW-NE 1/64
S6

C-N-N 1/64
S6

C-N-N-E 1/64
S6

N09° 33'W - 650.9 Ft

N0°03'W - 663.5 Ft

SW1/4 Lot 2
(SW1/4 NW1/4 NE1/4)
9.9 Ac.

SE1/4 Lot 2
(SE1/4 NW1/4 NE1/4)
9.9 Ac.

N0°03'W - 662.5 Ft

N09° 37'W 650.9 Ft

N09° 37'W - 650.9 Ft

C-N 1/16
S6

NE 1/16
S6

C-W-NE 1/64
S6

DETAIL PLAT
LOT 2 of Sec. 6
(NW1/4 NE1/4)

Scale
1 in. = 300 ft.

DESCRIPTION

A tract of land in Section 6, Township 35 North, Range 113 West, 6th. P.M., Sublette County, Wyoming, being the northeast quarter of Lot 2 (NE¼NW¼NE¼) of Section 6, the southwest quarter of Lot 2 (SW¼NW¼NE¼) of Section 6, and the southeast quarter of Lot 2 (SE¼NW¼NE¼) of Section 6, containing in all 29.7 acres, more or less, as appears in the accompanying plat attached hereto and by this reference made a part hereof and subject to any and all conditions, covenants, restrictions, easements, and rights-of-way of record.

CERTIFICATE OF SURVEYOR

State of Wyoming)
) ss
County of Converse)

I, Joseph W. Popp, of Glenrock, Wyoming, hereby certify that this plat and description was made from notes taken during an actual survey made by me during October, 1991, that such survey is appropriately marked on the ground with suitable metal monuments scribed as indicated on the plat, and that the bearings as shown are referenced to the true astronomical meridian.
Signed and dated this 25th day of October 1991.

EXHIBIT A to
THUNDER INC./STRMISKA Contract

Professional Land Surveyor
JOSEPH W. POPP
264
WYOMING
10-25-91

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME (Last, First, Middle)	2. DEPARTMENT, COMPONENT AND BRANCH	3. SOCIAL SECURITY NO.
LEIN, KENNETH JOHN	ARMY/RA	393 | 78 | 7856

4.a GRADE, RATE OR RANK	4.b PAY GRADE	5. DATE OF BIRTH (YYMMDD)	6. RESERVE OBLIG. TERM. DATE
PC	E4	631229	Year 00 | Month 00 | Day 00

7.a. PLACE OF ENTRY INTO ACTIVE DUTY	7.b. HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known)
INNEAPOLIS, MN	P. O. BOX 96 CASHTON, WI 54619
8.a. LAST DUTY ASSIGNMENT AND MAJOR COMMAND	8.b STATION WHERE SEPARATED
TROOP 3RD SQDN 3RD ACR (FORSCOM) FC	FORT BLISS, TEXAS 79916-0058

9. COMMAND TO WHICH TRANSFERRED	10. SGLI COVERAGE
USAR CONTROL GROUP (REINF) ARPERCEN ST LOUIS MO 63132-5200	☐ None Amount: $200,000.00

11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.)

11C100000 INDRCT FIRE INFMN--7 YRS-2 MOS//
NOTHING FOLLOWS

12. RECORD OF SERVICE	Year(s)	Month(s)	Day(s)
a. Date Entered AD This Period	85	05	20
b. Separation Date This Period	93	10	29
c. Net Active Service This Period	08	05	10
d. Total Prior Active Service	00	00	00
e. Total Prior Inactive Service	00	00	00
f. Foreign Service	02	11	26
g. Sea Service	00	00	00
h. Effective Date of Pay Grade	91	08	01

13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service)

ARMY ACHIEVEMENT MEDAL 1ST OLC//GOOD CONDUCT MEDAL 2ND AWD//NATIONAL DEFENSE SERVICE MEDAL-
//ARMY SERVICE RIBBON//OVERSEAS SERVICE RIBBON W/NUM 3//EXPERT MARKSMANSHIP BADGE RIFLE, M-1-
5//NOTHING FOLLOWS

14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed)

INTRODUCTION TO RAPPELLING AND MOUNTAINEERING, 1 WK, NOV 85//COMBAT LIFESAVER, 1 WK, JUN 91//
NOTHING FOLLOWS

15.a. MEMBER CONTRIBUTED TO POST-VIETNAM ERA VETERANS' EDUCATIONAL ASSISTANCE PROGRAM	Yes	No	15.b HIGH SCHOOL GRADUATE OR EQUIVALENT	Yes	No	16. DAYS ACCRUED LEAVE PAID
		X		X		21.5

17. MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION ☐ Yes ☒ No

18. REMARKS

IMMEDIATE REENLISTMENTS THIS PERIOD: 850520-871217//ENLISTMENT BONUS: $11,500 PAID 871218//-
SEPARATION PAY(FULL): $ 10,016.19 //DATA HEREIN SUBJECT TO COMPUTER MATCHING WITHIN THE D-
OD OR WITH OTHER AGENCIES FOR VERIFICATION PURPOSES AND DETERMINING ELIGIBILITY OR COMPLIANCE
FOR FEDERAL BENEFITS.//NOTHING FOLLOWS

RECORDED Nov 8, 1993 9:35 AM
IN BOOK 42 Misc. PAGE 210
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

243968

19.a. MAILING ADDRESS AFTER SEPARATION (Include Zip Code)	19.b. NEAREST RELATIVE (Name and address - include Zip Code)
P. O. BOX 1166 PINEDALE, WY 82941	PHYLLIS NILES ADDRESS SAME AS BLOCK 19A
20. MEMBER REQUESTS COPY 6 BE SENT TO WI DIR. OF VET AFFAIRS ☒ Yes ☐ No	22. OFFICIAL AUTHORIZED TO SIGN (Typed name, grade, title and signature) JOSE LUIS HERNANDEZ, GS7, CHIEF, AG TRNS PT
21. SIGNATURE OF MEMBER BEING SEPARATED Kenneth J. Klein	

DD Form 214, NOV 88 *Previous editions are obsolete.* **MEMBER - 1**

23. TYPE OF SEPARATION	24. CHARACTER OF SERVICE (Include upgrades)	
DISCHARGE	HONORABLE	
25. SEPARATION AUTHORITY	26. SEPARATION CODE	27. REENTRY CODE
AR 635-200, PARA 16-8	JCC	3
28. NARRATIVE REASON FOR SEPARATION		
REDUCTION IN FORCE		
29. DATES OF TIME LOST DURING THIS PERIOD	30. MEMBER REQUESTS COPY 4	
NONE	KJK Initials	

DD Form 214, NOV 88 *Previous editions are obsolete.* **MEMBER - 4**

210

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MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 1 day of November, 1993, by and between **SCOTT C. JUSTICE** and **MARJORY E. JUSTICE,** as Sellers, to **ROBERT O. BOYCE** and **MAYLEEN K. BOYCE,** 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 purchase a certain tract of real property located in Sublette County, Wyoming, described as follows:

> Tract Twenty-Five (25), Tyler 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, 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 and covenants governing Tyler 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 475, Pinedale, WY 82941.

There are many other covenants in the original Contract For Sale. Each party has a copy of said Contract.

DATED this 5 day of November, 1993.

Sellers:

Scott C. Justice
SCOTT C. JUSTICE

Marjory E. Justice
MARJORY E. JUSTICE

DATED this 1 day of November, 1993.

Buyers:

Robert O. Boyce
ROBERT O. BOYCE

Mayleen K. Boyce
MAYLEEN K. BOYCE

213977

RECORDED November 6 1993 2:15 PM
IN BOOK 62 Misc. PAGE 217
FEES $ 5.00 May
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

by Bethany D. Miller

STATE OF Wyoming)
) ss.
COUNTY OF Park)

The foregoing **Memorandum Of Agreement** was acknowledged before me by SCOTT C. JUSTICE and MARJORY E. JUSTICE, this 5 day of November, 1993.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 4-30-95

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum Of Agreement** was acknowledged before me by ROBERT O. BOYCE and MAYLEEN K. BOYCE, this 1 day of November, 1993.

WITNESS my hand and official seal.

Cyd M. Goodrich
NOTARY PUBLIC

My Commission Expires:
October 29, 1994

219

WHEN RECORDED MAIL:

FRANCIS DAVISON
855 Pennsylvania Dr.
Reno, NV 89503

AFFIDAVIT OF DEATH OF JOINT TENANT

FRANCIS DAVISON, spouse of the deceased, does hereby swear under penalty of perjury that the assertions of this affidavit are true and deposes and says that Affiant is over the age of 18 years and competent to be a witness as to the matters hereinafter stated.

1. I am the surviving joint tenants of ALVERNA DAVISON, the deceased joint tenant in the property described herein.

2. The joint tenancy was created by a Joint Tenancy Deed, recorded on July 14, 1970, as Document No. 1443666, of the records of the office of the County Recorder of Sublette County, State of Wyoming.

3. The description of the real property is as follows:

That certain real property situate in the County of Sublette, State of Wyoming, more particularly described as follows, to wit:

PARCEL ONE:
Lot Number Fourteen (14) of Block Number One (1), Barger Subdivision, Sublette County, Wyoming,

EXCEPT HOWEVER all minerals, including oil and gas minerals, in and upon and underlying the aforesaid lands; AND SUBJECT HOWEVER, to United States patents and the provisions thereof, AND SUBJECT FURTHER to all easements and rights of way of record or in actual use, AND SUBJECT FURTHER to all exceptions and reservations of minerals and the mineral estate, SUBJECT FURTHER to accrued and accruing taxes, AND SUBJECT FURTHER to accrued and accruing assessments and all assessments under

243994

RECORDED Nov. 9 1993 9:20 AM
BOOK 42 Misc. PAGE 219
FEES 12.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Boulder Irrigation District;

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

PARCEL TWO:

Lot Number Thirteen (13) of Block Number One (1), Barger Subdivision, Sublette County, Wyoming,

EXCEPT HOWEVER all minerals, including oil and gas minerals, in and upon and underlying the aforesaid lands; AND SUBJECT HOWEVER, to United States patents and the provisions thereof, AND SUBJECT FURTHER to all easements and rights of way of record or in actual use, AND SUBJECT FURTHER to all exceptions and reservations of minerals and the mineral estate SUBJECT FURTHER to accrued and accruing taxes, AND SUBJECT FURTHER to accrued and accruing assessments and all assessments under Boulder Irrigation District;

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

4. The deceased joint tenant's name is ALVERNA DAVISON, who died on June 8 1992, at Reno, Nevada. A certified copy of the death certificate is attached hereto as if set forth in full herein.

DATED this 13 day of September, 1993.

Francis Davison
FRANCIS DAVISON

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STATE OF NEVADA)
) ss.
COUNTY OF Washoe)

On this 13th day of September, in the year 1993, before me, Dennis Travers, a Notary Public in and for said state, personally appeared FRANCIS DAVISON, personally known to me to be the person who executed the above instrument, and acknowledged to me that he executed the same for purposes stated therein.

Dennis Travers
NOTARY PUBLIC in and for said County and State.

DENNIS TRAVERS
NOTARY PUBLIC
STATE OF NEVADA
WASHOE COUNTY
My Appointment Expires Aug. 19, 1995

WASHOE COUNTY DISTRICT HEALTH DEPARTMENT

VITAL STATISTICS
Reno, Nevada

STATE OF NEVADA — DEPARTMENT OF HUMAN RESOURCES
DIVISION OF HEALTH — SECTION OF VITAL STATISTICS

ROLL 76 IMAGE 517

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 1113

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK

DECEDENT

DECEASED—NAME: 1. First: Alverna; Middle: ; Last: DAVISON

DATE OF DEATH (Month, Day, Year): 2. June 8, 1992

COUNTY OF DEATH: 3a. Washoe

CITY, TOWN, OR LOCATION OF DEATH: 3b. Reno

HOSPITAL OR OTHER INSTITUTION—Name (If not either, give street and number): 3c. Life Care Center

If Hosp. or Inst. indicate DOA, OP/Emer. Rm. Inpatient (Specify): 3e. Inpatient

SEX: 4. Female

RACE—(e.g., White, Black, American Indian, etc) (Specify): 5. White

Was Decedent of Hispanic Origin? Specify ☐ yes ☒ no If yes, specify Mexican, Cuban, Puerto Rican, etc.: 6.

AGE—Last Birthday (Years): 7a. 76

UNDER 1 YEAR MOS : DAYS: 7b.

UNDER 1 DAY HOURS : MINS: 7c.

DATE OF BIRTH (Mo., Day, Yr.): 8. April 13, 1916

STATE OF BIRTH (If not U.S.A., name country): 9a. Illinois

CITIZEN OF WHAT COUNTRY: 9b. U.S.A.

Decedent's Education. Specify highest grade completed.: 10. 14

MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): 11. Married

SURVIVING SPOUSE (If wife, give maiden name): 12. Francis L. Davison

SOCIAL SECURITY NUMBER: 13. 339 01 8365

USUAL OCCUPATION (Give Kind of Work Done During Most of Working Life, Even if Retired): 14a. Secretary

KIND OF BUSINESS OR INDUSTRY: 14b. City Government

DEATH OCCURRED IN INSTITUTION SEE HANDBOOK REGARDING COMPLETION OF RESIDENCE ITEMS

RESIDENCE—STATE: 15a. Nevada

COUNTY: 15b. Washoe

CITY, TOWN, OR LOCATION: 15c. Reno

STREET AND NUMBER: 15d. 855 Pennsylvania Dr.

INSIDE CITY LIMITS (Specify Yes or No): 15e. Yes

PARENTS

FATHER—NAME: 16. First: Anthony; Middle: ; Last: Malito

MOTHER—MAIDEN NAME: 17. First: Rose; Middle: ; Last: DelPont

INFORMANT—NAME (Type or Print): 18a. Francis L. Davison

MAILING ADDRESS (Street or R.F.D. No., City or Town, State, Zip): 18b. 855 Pennsylvania Dr., Reno, Nevada 89503

DISPOSITION

BURIAL, CREMATION, REMOVAL, OTHER (Specify): 19a. Cremation

CEMETERY OR CREMATORY—NAME: 19b. Mt View Crematory

LOCATION City or Town State: 19c. Reno Nevada

FUNERAL DIRECTOR—SIGNATURE (Or Person Acting as Such): 20a.

FUNERAL DIRECTOR LICENSE NUMBER: 20b. 1

NAME AND ADDRESS OF FACILITY: 20c. Ross Burke Knobel Mortuary 2155 Kietzke Lane Reno, Nevada 89502

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN

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

(Signature and Title):

DATE SIGNED (Mo., Day, Yr.): 21b.

HOUR OF DEATH: 21c.

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

To be completed by Coroner's Office

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

(Signature and Title): Vernon O. McCarty

DATE SIGNED (Mo., Day, Yr.): 22b. June 10, 1992

HOUR OF DEATH: 22c. 1520

PRONOUNCED DEAD (Mo., Day, Yr.): 22d. ON June 8, 1992

PRONOUNCED DEAD (Hour): 22e. AT 1520

NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER). (Type or Print.): 23a. Vernon O. McCarty, Coroner, P.O. Box 11130, Reno, Nevada 89520

LICENSE NUMBER: 23b. WCC S. 35

REGISTRAR (Signature): 24a. Dep

DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): 24b. June 11, 1992

DEATH DUE TO COMMUNICABLE DISEASE: 24c. YES ☐ NO ☒

CAUSE OF DEATH

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

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

PART I

(a) Chronic obstructive pulmonary disease with congestive heart — Interval between onset and death:

DUE TO, OR AS A CONSEQUENCE OF:

(b) failure — Interval between onset and death:

DUE TO, OR AS A CONSEQUENCE OF:

(c) — Interval between onset and death:

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

AUTOPSY (Specify Yes or No): 26. No

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

ACC., SUICIDE, HOM., UNDET., OR PENDING INVEST. (Specify) 28a.	DATE OF INJURY (Mo., Day, Yr.) 28b.	HOUR OF INJURY 28c.	DESCRIBE HOW INJURY OCCURRED 28d.
INJURY AT WORK (Specify Yes or No) 28e.	PLACE OF INJURY—At home, farm, street, factory, office building, etc. (Specify) 28f.	LOCATION. STREET OR R.F.D. No.	CITY OR TOWN / STATE

WASHOE COUNTY DISTRICT HEALTH DEPARTMENT SPARKS WASHOE COUNTY NEVADA REGISTRAR

No. 036588

This is to certify that the above is a true and correct copy of the certificate on file in this office.

WARNING: IT IS ILLEGAL TO ALTER OR COPY THIS DOCUMENT

202

223

243995

When Recorded Mail To:

FRANCIS L. DAVISON
855 Pennsylvania Dr.
Reno, NV 89503

RECORDED Nov. 9, 1993 9:25AM
IN BOOK 162 Misc. PAGE 223
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

DECLARATION OF EXECUTION OF A LIVING TRUST

KNOW ALL MEN BY THESE PRESENTS, that I, FRANCIS L. DAVISON, of the County of Washoe, State of Nevada, have executed a REVOCABLE INTERVIVOS TRUST entitled DAVISON 1993 FAMILY TRUST AGREEMENT, on the 13th day of September, 1993; that I am the Trustee thereof; that KATHRYN D. (MITCHELL) BALL is appointed as alternate Trustee and if she is unable to serve for any reason THOMAS F. MITCHELL is appointed as alternate successor Trustee.

All of the Trustees are by the term of said Trust given the full power of investment of the Trust Estate, without the necessity of supervision of any court, authorization to keep any or all securities or other property constituting a part or all of the Trust property in the name or names of Trustees, without disclosing their fiduciary capacity, or to hold securities in the name of a nominee, together with all of the powers provided to Trustees by Nevada Revised Statutes, Section 163.260 through 163.410.

Persons or corporations dealing with the Trustees are expressly exonerated from any duty to inquire into the authority or power of the Trustees or to see to the application of money or property delivered to the Trustees. The Trustees are not authorized to furnish copies of the Trust to any persons except as may be required by order of a court having jurisdiction of the Trust or Trustees, or if required under any law or regulation having the effect of law, or upon our express written permission.

Said Trust is in full force and effect this date.

Francis L. Davison
FRANCIS L. DAVISON

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 13th day of September, in the year 1993, before me, Dennis Travers, a Notary Public in and for said state, personally appeared FRANCIS L. DAVISON, personally

Trustor F.L.D.

known to me to be the person who executed the above instrument, and acknowledged to me that he executed the same for purpcses stated therein.

DENNIS TRAVERS
NOTARY PUBLIC
STATE OF NEVADA
WASHOE COUNTY
My Appointment Expires Aug. 19, 1995

NOTARY PUBLIC in and for said County and State.

The property that is held by Trustee of this Trust and which is subject to this Declaration of Execution is described as:

That certain real property situate in the County of Sublette, State of Wyoming, more particularly described as follows, to wit:

PARCEL ONE:
Lot Number Fourteen (14) of Block Number One (1), Barger Subdivisio1, Sublette County, Wyoming,

EXCEPT HOWEVER all minerals, including oil and gas minerals, in and upon and underlying the aforesaid lands; AND SUBJECT HOWEVER, to United States patents and the provisions thereof, AND SUBJECT FURTHER to all easements and rights of way of record or in actual use, AND SUBJECT FURTHER to all exceptions and reservations of minerals and the mineral estate, SUBJECT FURTHER to accrued and accruing taxes, AND SUBJECT FURTHER to accrued and accruing assessments and all assessments under Boulder Irrigation District;

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

PARCEL TWO:

Lot Number Thirteen (13) of Block Number One (1), Barger Subdivision, Sublette County, Wyoming,

EXCEPT HOWEVER all minerals, including oil and gas minerals, in and upon and underlying the aforesaid lands; AND SUBJECT HOWEVER, to United States patents and the provisions thereof, AND SUBJECT FURTHER to all easements and rights of way of

record or in actual use, AND SUBJECT FURTHER to all exceptions and reservations of minerals and the mineral estate SUBJECT FURTHER to accrued and accruing taxes, AND SUBJECT FURTHER to accrued and accruing assessments and all assessments under Boulder Irrigation District;

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

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 3RD day of NOVEMBER, 1993, by and between **JAMES L. MAYS** and **INA L. MAYS,** as Sellers, to **NANCY E. BUNSE,** a married woman dealing in her sole and separate property, as Buyer. The Sellers did agree to sell and the Buyer did agree to purchase a certain tract of real property located in Sublette County, Wyoming, described as follows:

Lot Fifty-Eight (58), Big Country Ranches Second Filing, Unit B, 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, 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 and covenants governing Big Country Ranches Second Filing, Unit B, 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.

Buyer's address for tax purposes is 16748 Grant Street, Victorville, CA 92392.

There are many other covenants in the original Contract For Sale. Each party has a copy of said Contract.

DATED this 3rd day of November, 1993.

Sellers:

James L Mays
JAMES L. MAYS

Ina L. Mays
INA L. MAYS

DATED this 26th day of October, 1993.

Buyer:

Nancy E. Bunse
NANCY E. BUNSE

244011

RECORDED Nov. 9, 1993 11:15 AM
IN BOOK 62 Misc PAGE 226
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

The foregoing **Memorandum Of Agreement** was acknowledged before me by JAMES L. MAYS and INA L. MAYS, this 3rd day of November, 1993.

WITNESS my hand and official seal.

OFFICIAL SEAL
SHARON L. MATTERN
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires 2-3-97

Sharon L. Mattern
NOTARY PUBLIC

GSN—1899

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO ss.

ALL PURPOSE CERTIFICATE

On this 26TH day of OCTOBER 1993, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

NANCY E. BUNSE

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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

G. R. Huntinghouse
Notary's Signature

OFFICIAL NOTARY SEAL
G. R. HUNTINGHOUSE
Notary Public — California
SAN BERNARDINO COUNTY
My Comm. Expires AUG 11,1995

FOR NOTARY SEAL OR STAMP

Printed by Administrative Services—Victorville

EASEMENT

SPENCE CONSTRUCTION COMPANY, a Wyoming corporation, Grantor and in exchange for the sum of Ten dollars and other valuable consideration, the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the owners of the lands as described in Exhibit "A" attached hereto, Grantees, their heirs, successors and assigns, a non-exclusive access easement for ingress and egress over and on the following described real property, to-wit:

The following described road easement as shown on the Airport Subdivision Plat, located in the NE¼ of Section 26, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming and commonly known as Beacon Drive.

Commencing at a point which is the Northeast corner of said Section 26; thence N.89°41'W., a distance of 1115.45 feet to a point on the Southwest right of way line of U.S. Highway 191; thence S.54°55'36"E., along said right of way line a distance of 30 feet to the point of beginning of said road easement which is 30 feet in width along the southeasterly lot line of Lot 1 of the Airport Subdivision, being more particularly described as follows:

From said point of beginning S.13°40'05"W., a distance of 60.96 feet to a point of curve to the left having a central angle of 43°19'01", a radius of 150.00 feet and a tangent length of 59.57 feet: thence along the arc of said curve, a distance of 113.40 to a point; thence S.00°21'05"W., a distance of 51.03 feet to a point of curve to right, having a central angle of 44°16'55", a radius of 220.00 feet and a tangent length of 89.51 feet; thence along the arc of said curve, a distance of 170.03 feet to a point; thence S.44°37'59"W., a distance of 685.85 feet to a point which is the northwest corner of Lot 3 of said Airport Subdivision; thence S.08°45'E., a distance of 37.52 feet to the southeast corner of Lot 1 of the Airport Subdivision; there changing to an easement 60 feet in width, thence N.89°47'W., a distance of 392.62 feet, along the south line of Lot 1 of the Airport Subdivision to a point of ending on the west boundary of said Lot 1.

This easement is granted on the following terms and conditions:

1. This easement is non-exclusive in nature.

2. The easement is granted for ingress and egress only.

3. Grantees shall have the right to construct, maintain and repair roadway on said easement.

4. This easement is f the benefit of and shall attach to, run with and be appurtenant to the real property of Grantees described in Exhibit "A:" attached hereto and made a part hereof.

244013

RECORDED Nov. 9 19 93 2:45 PM
IN BOOK 62 Misc. PAGE 228
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

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Grantors hereby release and waive all rights under and by virtue of the homestead exemption laws for the State of Wyoming.

DATED: October 29, *1993*

SPENCE CONSTRUCTION COMPANY,
a Wyoming corporation

BY Alex R. Spence
Its: President
Mary L Spence - Sec - Treasurer

SPENCE CONSTRUCTION COMPANY (LTD.) PINEDALE WYOMING

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

On this 29th *day of* October, *1993, before me personally appeared* Alex R. Spence and Mary L. Spence, *of Spence Construction Company, a Wyoming corporation, to me known to be the person(s) described in and who executed this foregoing instrument, and acknowledged that* they *executed the same as* their *free act and deed.*

WITNESS my hand and official seal.

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette — State of Wyoming
My Commission Expires 7-28-96

Edwin R. Adams
Notary Public

My Commission expires: July 28, 1996

EXHIBIT "A"

TRACT 1: A tract of land lying in the NW¼NE¼ of Section 26, Township 33 North, Range 109 West, 6th P.M., Sublette County, Wyoming, more particularly described as follows:

Beginning at the Quarter Section Corner common to Sections 26 and 23; thence, S.89°41'E., along the section line common to Sections 26 and 23, a distance of 533.45 feet; thence, S.00°19'W., a distance of 897.47 feet; thence, N.89°47'W., a distance of 252.38 feet; thence, N.42°14'30"W., a distance of 414.04 feet; thence, N.00°13'E., along the centerline of Section 26, a distance of 592.93 feet to the point of beginning.

TRACT 2: A tract of land in the NE¼ of Section 26, Township 33 North, Range 109 West, of the 6th P.M., Sublette County, Wyoming described as follows:

Beginning at a point that lies S.17°04'E., at a distance of 940.9 feet from the North Quarter corner of Section 26, Township 33 North, Range 109 West; thence S.11°25'E., for a distance of 407.0 feet to a point monumented by a ½ inch steel reinforcing rod and a mound of cobble stones; thence S.44°04'E., for a distance of 212.4 feet to a point monumented by a ½ inch steel reinforcing rod and a mound of cobble stones; thence S.06°55'E., for a distance of 210.0 feet to a point monumented by a ½ inch steel reinforcing rod and a mound of cobble stones; thence S.82°12'E., for a distance of 227.0 feet to a point monumented by a 5/8 inch steel reinforcing rod and a mound of cobble stones; thence N.20°51.5'E., for a distance of 72.8 feet to a point monumented by a ½ inch steel reinforcing rod; thence N.86°23.5'E., for a distance of 249.7 feet to a point monumented by a 5/8 inch steel reinforcing rod; thence N.08°45'W., for a distance of 713.0 feet to a point monumented by a 5/8 inch steel reinforcing rod; thence N.89°47'W., for a distance of 645 feet to the point of beginning;

EXCEPTING THEREFROM:

Two tracts of land lying in the NE¼ of Section 26, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, being more particularly described as follows:

Beginning at a point which lies S.25°41'37"E., a distance of 1800.285 feet from the North Quarter corner of Section 26, Township 33 North, Range 109 West; thence S.20°51'30"W., a distance 72.8 feet; thence N.82°12'W., a distance of 227.0 feet; thence N.81°33'33"E., a distance of 253.57 feet to the point of beginning;

AND

Beginning at a point that lies S.25°41'37"E., a distance of 1800.285 feet from the North Quarter corner of Section 26, Township 33 North, Range 109 West; thence N.86°23'30"E., a distance of 249.7 feet; thence N.08°45'W., a distance of 30.12 feet; thence S.86°23'30"W., a distance of 249.7 feet; thence S.08°45'E.; a distance of 30.12 feet to the point of beginning.

TRACT 3: Lot 1 of the Airport Subdivision, Sublette County, Wyoming as the same appears on the official plat filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming.

TRACT 4: Lot 2 of the Airport Subdivision, Sublette County, Wyoming as the same appears on the official plat filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming.

TRACT 5: Lot 3 of the Airport Subdivision, Sublette County, Wyoming as the same appears on the official plat filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming.

244021

RECORDED Nov 12 1993 8:05AM
IN BOOK 62 Misc PAGE 230
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

CPR NO. _____
WO NO. 46599189

RIGHT-OF WAY EASEMENT

For value received the undersigned, hereafter referred to as grantors, (whether singular or plural), do hereby grant to PACIFICORP, a corporation, its successors and assigns, the Grantee, an easement or right-of-way for an electric transmission and distribution line of one or more wires and all necessary or desirable appurtenance (including telephone and telegraph wires, towers, poles, props, guys, anchors and other supports and the right to place all or any part of such line underground) at or near the location and along the general course now located and staked out by the Grantee over, across and upon the following described real property in Sublette County, State of Wyoming, to wit:

Said Right of way to be 20 feet, 10 feet on each side of centerline.

The location and course of said Right of Way as shown on the attached Exhibit "A" dated 10 Sep 1993 and by this reference made a part hereof.

Together with the right to ingress and egress over the adjacent lands of the Grantors for the purpose of constructing, reconstructing, stringing new wires on, maintaining and removing such line and appurtenances, and exercising other rights hereby granted.

Grantors reserve the right to use said right-of-way for roads, agricultural crops or other purposes not inconsistent with the easement granted hereby, but in using or operating any irrigation pipes, motorized vehicles or other equipment, or in any other such use of said right-of-way, grantors and grantors' heirs or assigns, shall conform strictly to the provisions of any then applicable safety code of regulation pertaining to required clearances from the wires or conductors of such line.

All rights hereunder shall cease if and when such line shall have been abandoned.

Dated this 10th day of Sept, 1993

Karen Slaton

RECEIVED SEP 10 1993

STATE OF WYOMING }
County of Sublette }

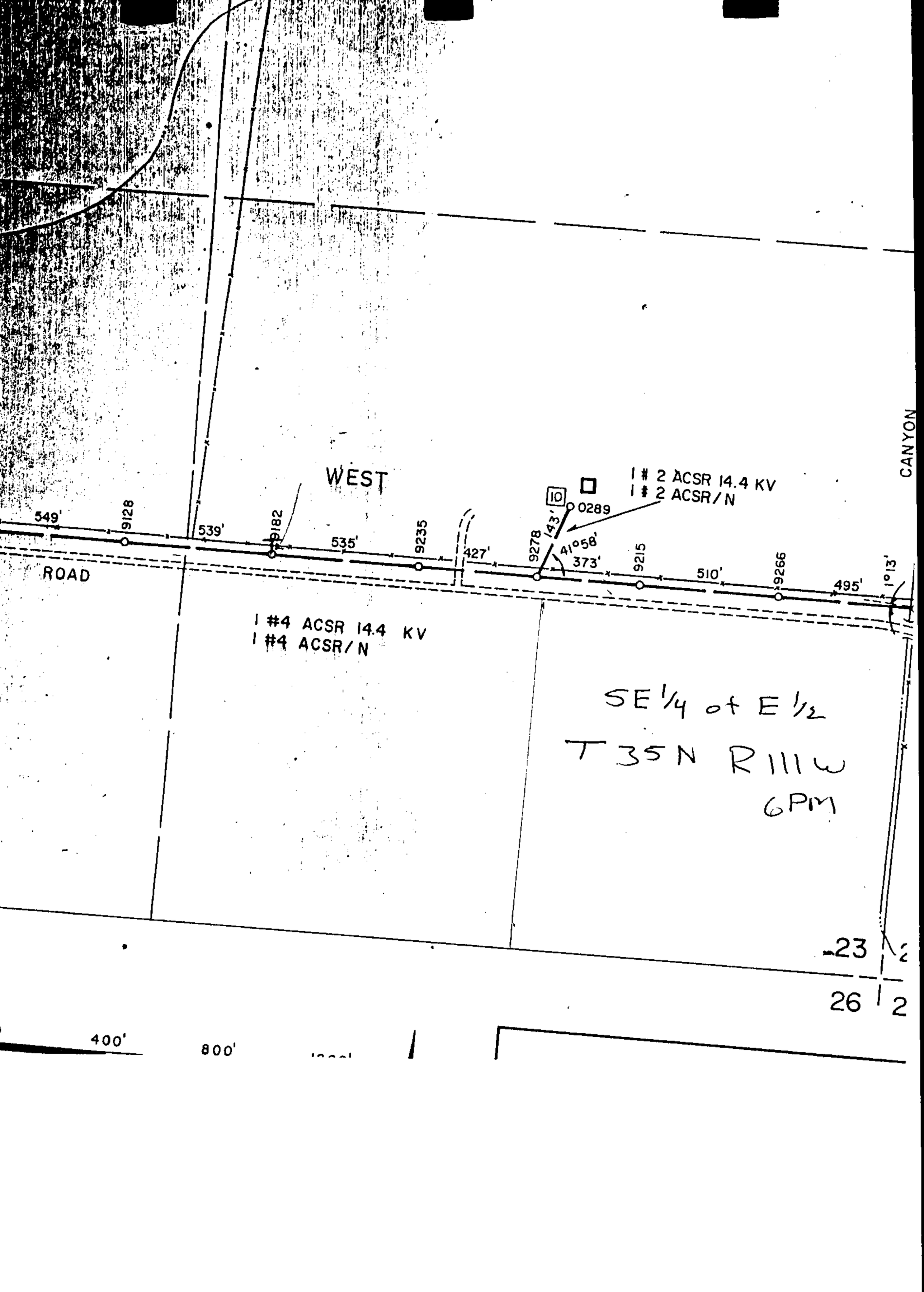
On this 10th day of September, 193, personally appeared before me a notary public in and for said State, the within named Dale Stone

to me known to be the identical person(s) described therein and who executed the foregoing instrument, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

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

Debi K. Ruland
Notary Public for: Sublette Co. WY
Residing at: Pinedale Wyo
My Commission expires: 9/14/96

DEBI K. RULAND - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Sept. 14, 1996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IN BOOK 102 Misc PAGE 233
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

E10 WY CORP-6/90

PN:45134681
July 8, 1993

EASEMENT

1R.

High Mountain Ranches, 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 twenty two poles and three 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:

APPROVED AS TO DESCRIPTION

Beginning on the southeasterly boundary line of the Grantor's land, said southeasterly boundary line also being a northwesterly right of way line of a county road, at a point 350 feet north and 32 feet east, more or less, from the southwest corner of Section 29, T.32 N., R.108 W., 6th P.M., thence N.0°03'E. 460 feet, more or less, thence S.86°00'E. 5392.3 feet to a new pole in an existing powerline on said land, and being in Lots 7 and 8, and the S1/2 of

the SE1/4 of said Section 29, and the SW1/4 of the SW1/4 of Section 28, Township and Range aforesaid.

Except from the above that portion of line over, across and/or upon county road right of way.

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

Beginning in the above described survey line on the Grantor's land at a point 814 feet north and 40 feet east, more or less, from the southwest corner of Section 29, T.32 S., R.108 W., 6th P.M., thence N.86°00'W. 50 feet on said land and being in Lot 7 of said Section 29.

Beginning in the above described survey line on the Grantor's land at a point 814 feet north and 40 feet east, more or less, from the southwest corner of Section 29, T.32 S., R.108 W., 6th P.M., thence N.0°03'E. 50 feet on said land and being in Lot 7 of said Section 29.

APPROVED AS TO DESCRIPTION

Beginning in the above described survey line on the Grantor's land at a new pole in an existing powerline on the Grantor's land at a point 440 feet north and 115 feet east, more or less, from the southwest corner of Section 28, T.32 S., R.108 W., 6th P.M., thence S.86°00'E. 45 feet on said land and being in the SW1/4 of the SW1/4 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 2 day of September, 1993.

High Mountain Ranches Inc,
dba Antelope Run Ranch
Company

By Edward V. Fryer, Supt.
~~President~~

~~Attest~~: _____
~~Secretary~~

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

The foregoing instrument was acknowledged before me by Edward V. Fryer, the Supt ~~President~~ of High Mountain Ranches Inc, a corporation, in behalf of said corporation, this 2ND day of September, 1993.

WITNESS my hand and official seal.

My Commission expires:

4/24/96.

Bethany A. Walker
Notary Public

Residing at Pinedale, Wy

Description Approved RHO

Form & Execution Approved _____ File No.

DSL\WPWIN\E\45134681.1R

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

In the District Court
Third Judicial District

In the Matter of the Estate of)
)
Ann V. Smith, deceased.)

Probate Case
No. P-86-16

ORDER APPROVING FINAL REPORT
AND FINAL DECREE OF DISTRIBUTION

William H. Smith, the Personal Representative of the Estate of Ann V. Smith, deceased, having on the 12th day of February, 1987 entered and filed herein a Final Report, Accounting and Petition for Distribution, and the Court thereupon on the 12th day of February, 1987 made and entered its Order setting hearing on the Final Report and Accounting for 10:00 o'clock A.M. on the 25th day of February, 1987, and said Personal Representative having given notice as required by law that said Final Report, Accounting and Petition for Distribution was filed on the 12th day of February, 1987 in the Office of the Clerk of Court, and that objections thereto could be filed in writing with the Clerk at any time on or before the 24th day of February, 1987.

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

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

That it further appearing that all of the property remaining in the hands of the Personal Representative consists of the following:

A one-fourth interest in D & S Partners, a co-partnership, consisting of William H. Smith, Ann V. Smith, John Dolinar and Diane Dolinar.

Funds remaining from income during administration after disbursements $13,642.15

It further appearing that Ann V. Smith died on the 21st day of February, 1986 in Sweetwater County, Wyoming, and was at the time of her death a resident of Green River, Sweetwater County, Wyoming, and her heirs at law and distributees named under her Last Will and Testament surviving her, with their relationships, ages and residences are set forth and described as follows:

William H. Smith, surviving spouse, of legal age, residing at P. O. Box 654, Green River, Wyoming 82935

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BOOK (48) (11) 156 PAGE 236
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Colt
Sax to

Diane Norman, daughter, of legal age, residing at P. O. Box 1300, Moab, Utah 84532

John I. Dolinar, son, of legal age, residing at 125 Commanche Circle, Green River, Wyoming 82935

Wendy W. Rowley, daughter, of legal age, residing P. O. Box 654, Green River, Wyoming 82935

William Mark Smith, son of William H. Smith, of legal age, residing at 6910 189 Place SW, Lynnwood, Washington 98036

Bonnie Jean Pitts, daughter of William H. Smith, of legal age, residing at 20701 Cyprus Way, No. 5, Lynnwood, Washington 98037

Toni Diane Cescarini, daughter of William H. Smith, of legal age, residing at 20701 Cyprus Way, No. 5, Lynnwood, Washington 98037

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

"ARTICLE III

I give, devise and bequeath one-half of all my property, both real, personal and mixed, with which I may die possessed, unto my beloved husband, William H. Smith.

ARTICLE IV

I give, devise and bequeath all of the rest, residue and remainder of my estate with which I may die possessed unto my husband, William H. Smith, in trust, to manage, invest and distribute the trust property as follows:

To invest the trust property in such investments as my said trustee may deem proper in his sole discretion and to pay to himself the income during his lifetime, and upon his demise, such property shall be distributed in the same manner as hereinafter provided for the distribution of my residuary estate in the event that my beloved husband, William H. Smith, may have preceded me in death or died simultaneously with me. Provided, however, that in the event that the residuary estate shall be less than $20,000.00, then that said property shall pass directly to my beloved husband, William H. Smith.

ARTICLE V

In the event that my beloved husband, William H. Smith, shall precede me in death or die simultaneously with me, then I give, devise and bequeath all of my property, both real, personal and mixed, as follows:

(a) I give, devise and bequeath unto my daughter, Wendy Rowley, the residence where I may reside at the time of my demise including the contents situate therein, exclusive of stocks, bonds and cash.

(b) I give, devise and bequeath unto my daughter, Diane Norman, all of my cash, bank accounts and bonds and other forms of liquid assets which are not required for the payment of my debts, costs and expenses of administration, payment of death taxes, including state inheritance taxes and Federal estates taxes, it being expressly understood that this bequest does not include any stocks, especially stocks of the William H. Smith and Associates, P.C. Corporation.

(c) I hereby order that the loan which myself and my husband, William H. Smith, may owe to Toivo Laurunen in the sum of $13,500.00, or any portion thereof not paid by us at the time of our demise, shall be paid as a debt out of the estate notwithstanding the statute of limitation or other defenses which we may have to the payment of the same.

(d) I give and bequeath the sum of $1.00 unto my husband's son, William Mark Smith.

(e) I give and bequeath the sum of $1.00 unto my husband's daughter, Bonnie Jean Petroff.

(f) I give and bequeath the sum of $1.00 to my husband's daughter, Toni Diane Cescarini.

(g) I give, devise and bequeath unto my son, John I. Dolinar, all the rest, residue and remainder of my estate, including any and all business property, partnership property and interest owned by myself or in which I have any interest at the time of my demise.

ARTICLE VI

I hereby direct that my beloved husband, William H. Smith, shall have an option to select which of the property to be received by him shall be held in trust and which portion shall be received absolute.

ARTICLE VII

Any relative or heir of mine not specifically provided for herein, I hereby direct was intentionally omitted and not occasioned by accident or mistake."

That William H. Smith has survived Ann V. Smith and John I. Dolinar, Wendy Rowley and Diane Norman also survive. That William H. Smith has selected one-half of the residuary estate consisting of the decedent's interest in the assets of D & S Partners as his separate property.

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that there is hereby distributed and set over to William H. Smith the following described real and personal property:

An undivided one-half interest in the one-fourth interest of the decedent in D & S Partners, a co-partnership, consisting of William H. Smith, Ann V. Smith, John Dolinar and Diane Dolinar. The real property owned by said co-partnership is described as follows:

> Property in Sweetwater County, Wyoming described as follows, to wit:
>
> Lots One (1) and Two (2) in Block Two (2) of the Hoover Addition to the City of Green River, as said Lots and Block are laid down and described on the official plat thereof filed of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming; and
>
> Property in Sublette County, Wyoming described as follows, to wit:
>
> Lot Three (3) of the Gopher Ridge Industrial Park Subdivision, Sublette County, Wyoming.
>
> One-half of the net income during administration in the sum of $6,821.08.
>
> One-half of any and all after discovered property or property unknown belonging to the decedent or in which decedent may have had any interest at the time of her demise, including accumulation of any and all income thereon.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that there is hereby distributed and set over to William H. Smith the other one-half interest in the property hereinabove described to be held by him in trust, to manage, invest and distribute the trust property as follows: To invest the trust property in such investments as the Trustee may deem proper in his sole discretion and to pay to himself the income during his lifetime and, upon his demise, said partnership property shall be distributed to John I. Dolinar; and any after discovered property shall be distributed to the other distributees set forth and described in the foregoing Article V of the Will of the decedent hereinabove set forth.

DONE IN OPEN COURT this 3rd day of April, 1987.

s/ Kenneth L. Hamm
JUDGE

I, 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 April 3rd 19 87

Clerk of the District Court
Sweetwater
County, Wyoming

By [illegible] Deputy

[redacted]

244026

REC[redacted] Nov. 12 19[redacted]
IN BOOK 62 Misc. PAGE 240
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

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

In the District Court

Third Judicial District

In the Matter of the Estate of)
)
William H. Smith, deceased.)

Probate Case

No. P-92-86

FILED
AUG - 6 1993
NONIE STACEY CLERK OF DISTRICT COURT
DEPUTY CLERK

ORDER APPROVING FINAL REPORT AND FINAL DECREE OF DISTRIBUTION

John I. Dolinar and Diane Norman, the Personal Representatives of the Estate of William H. Smith, deceased, having on the 20th day of July, 1993, entered and filed herein a Final Report, Accounting and Petition for Distribution, and the Court thereupon on the 20th day of July, 1993, made and entered its Order setting hearing on the Final Report and Accounting for 10:00 o'clock A.M. on the 3rd day of August, 1993, and said Personal Representatives having given notice as required by law that said Final Report, Accounting and Petition for Distribution was filed on the 20th day of July, 1993, in the Office of the Clerk of the District Court, and that objections thereto could be filed in writing with the Clerk of the District Court at any time on or prior to the 2nd day of August, 1993, and further providing that in the event that objections were filed, that the Court would issue further orders setting hearing date as provided by law.

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

It appears that William H. Smith died testate on the 15th day of October, 1992, in Bend, Oregon, and was at the time of his death a resident of Green River, Sweetwater County, Wyoming. His heirs at law and distributees named under his Last Will and Testament surviving him with their relationships, ages and residences being set forth are listed as follows:

William Mark Smith, son, of legal age, residing at 6910 189th Place S.W., Lynwood, Washington 98036

Bonnie Jean Petroff, now Bonnie Bolman, daughter, of legal age, residing at 11516 Highway 99 South, Space 23, Everett, Washington 98204

Toni Diane Cescarini, daughter, of legal age, residing at 8506 Xavier Way, Everett, Washington 98204

Diane Norman, of legal age, residing in Moab, Utah, whose mailing address is Box 606, Moab, Utah 84532

John I. Dolinar, of legal age, residing at 125 Commanche Circle, Green River, Wyoming 82935

Wendy Rowley, of legal age, residing in Green River, Wyoming, whose mailing address is Box 654, Green River, Wyoming 82935

Randall J. Rowley, of legal age, residing in Green River, Wyoming, whose mailing address is Box 654, Green River, Wyoming 82935

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

It further appearing that the property remaining in the hands of the Personal Representatives for distribution consists of the following:

1. Forty-Nine Percent of the capital stock of William H. Smith & Associates, P.C.

2. Three-Eighths interest in the assets of D & S Partners, which was a copartnership consisting of William H. Smith, John I. Dolinar and Diane Dolinar.

3. Unpaid balance of loan made by decedent to William H. Smith & Associates, P.C. in the sum of $39,000.00.

4. One (1) 1984 4-door 98 Series Oldsmobile Automobile, V.I.N. 1G3AH69Y3EM856420.

5. Personal effects of the decedent and household furnishings situate in the residence of decedent.

6. Five Thousand shares of Colorado Gold and Silver, a Colorado Corporation, par value 1¢.

7. Decedent's interest in Vantage Point Liquidating Trust.

8. One Hundred Twenty-Five shares of Buttes Oil and Gas Company.

9. Sixty-Nine shares of Burkehart Petroleum Corporation, a Nevada Corporation.

10. Cash in the estate bank account in the State Bank of Green River in the sum of $54,493.23.

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

"ARTICLE III

I give, devise and bequeath one-half of my William H. Smith and Associates, P.C. corporate stock unto John I. Dolinar and the other one-half unto Randall J. Rowley.

ARTICLE IV

I give, devise and bequeath one-third of my distributive share of the partnership of D & S Partners unto John I. Dolinar and I give, devise and bequeath the remaining two-thirds of my distributive share of the partnership of D & S Partners unto Wendy Rowley.

ARTICLE V

I give, devise and bequeath all of the rest, residue and remainder of my estate with which I may die possessed unto John I. Dolinar, Wendy Rowley and Diane Norman, to share and share alike, and if any of them shall precede me in death, their share shall go to their issue per stirpes, and if they leave no issue surviving them then unto the survivors of said children or their issue, as the case may be.

ARTICLE VI

I hereby direct that my son, William Mark Smith, my daughter, Bonnie Jean Petroff, and my daughter, Toni Diane Cescarini, shall receive nothing from my estate.

ARTICLE VII

Any relative or heir of mine not specifically provided for herein, I hereby direct was intentionally omitted and not occasioned by accident or mistake."

It further appears that Randall J. Rowley has heretofore executed and filed herein an Assignment of all of his right, title and interest in William H. Smith & Associates, P.C. and any right which he may have under Article III of the Will of the decedent unto John I. Dolinar and therefore, the entire 49% of the capital stock of William H. Smith & Associates, P.C. should be set over and distributed to John I. Dolinar, in accordance with Article III of the Will of the decedent and the Assignment from Randall J. Rowley to John I. Dolinar.

It further appearing that Wendy Rowley has executed and filed herein an Assignment of all of her interests in D & S Partners' assets and any interest which she has in Article IV of the Will unto John I. Dolinar. Therefore, all of the decedent's interest in the assets of D & S Partners which was a copartnership, consisting of William H. Smith, John I. Dolinar and Diane Dolinar should be distributed to John I. Dolinar, pursuant to the provisions contained in Article IV of the Will of the decedent and the Assignment filed herein from Wendy Rowley to John I. Dolinar.

It further appearing that pursuant to the Stipulation entered into between John I. Dolinar, Diane Norman and Wendy Rowley, the One 1984 4-door 98 Oldsmobile automobile, V.I.N. 1G3AH69Y3EM856420 should be distributed to Wendy Rowley.

It further appearing that all of the rest, residue and remainder of the Estate of the decedent should be distributed to John I. Dolinar, Diane Norman and Wendy Rowley to share and share alike in accordance with Article V of the Last Will and Testament of the decedent.

It further appearing that, as set forth in the Report and Accounting of the Personal Representatives and pursuant to Section 2-7-812(a)(iii), Wyoming Statutes 1977, as amended, no inheritance or estate tax is chargeable against the estate in the State of Wyoming or to the federal government and the Personal Representatives should be excused from filing a Receipt for filing a state inheritance or estate tax return as provided by the aforesaid statute.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the said Final Report and Accounting of John I. Dolinar and Diane Norman, the Personal Representatives, be, and the same is hereby, settled, allowed and approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that no inheritance or estate tax is chargeable against the estate or payable to the State of Wyoming and the Personal Representatives are hereby excused from filing a Receipt from the Inheritance Tax Commission, as provided by statute as hereinabove referred to.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the decedent's interest in the capital stock of William H. Smith & Associates, P.C. consisting of 49% thereof, be, and the same is hereby, set over and distributed to John I. Dolinar.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the interest of the decedent in the assets of D & S Partners consisting of 3/8 interest be, and the same is hereby, set over and distributed unto John I. Dolinar.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the One 1984 4-door 98 Series Oldsmobile automobile, V.I.N. 1G3AH69Y3EM856420 be, and the same is hereby, set over and distributed unto Wendy Rowley.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all of the rest, residue and remainder of the property of the decedent, both real, personal and mixed, whether now known or which may be hereinafter discovered, be, and the same are hereby set over and distributed unto John I. Dolinar, Wendy Rowley and Diane Norman, to share and share alike. Said property shall include, but is not limited to the following:

1. Unpaid balance of loan made by decedent to William H. Smith & Associates, P.C. in the sum of $39,000.00.

2. All personal effects of the decedent and household furnishings, which were situate in the residence of the decedent.

3. 5,000 shares of Colorado Gold & Silver, a Colorado Corporation, with a par value of 1¢.

4. Decedent's interest in Vantage Point Liquidating Trust.

5. One Hundred and Twenty-Five shares of Buttes Oil and Gas Company.

6. Sixty-Nine shares of Burkehart Petroleum Corporation, a Nevada Corporation.

7. Cash in the sum of $54,493.23 of which each distributee shall receive 1/3 in the sum of $18,164.41.

8. Any and all income which may have been received by the Personal Representatives during administration of the estate or any property now not known or which may be hereafter discovered.

DONE IN OPEN COURT this 6th day of August, 1993.

The foregoing 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 AUG 17 1993
NONIE STEVENS, Clerk of the District Court
By _____ Deputy
County of Sweetwater
State of Wyoming

Judge

AFFIDAVIT FOR COLLECTION AND DISTRIBUTION OF DECEDENT'S PERSONAL PROPERTY PURSUANT TO W.S. § 2-1-201

I, DORTHA E. NELSON, 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 the distributee of the estate of WOODROW L. NELSON, as hereinafter set forth, and that I make the following statements in connection therewith:

1. WOODROW L. NELSON became deceased on July 1, 1993, and was a resident of Sublette County, Wyoming, at the time of his death.

2. Decedent died intestate, leaving DORTHA E. NELSON, his spouse, as his sole heir at law.

3. The value of the entire estate of decedent wherever located, less liens and encumbrances, does not exceed $70,000.00.

4. More than thirty (30) days have elapsed since the date of death of the decedent.

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

6. DORTHA E. NELSON, sole heir at law of the decedent, is the sole and only party entitled to the personal property of decedent, and there are no other distributees of decedent having a right to succeed to any of the personal property of decedent under probate proceedings, and, therefore, DORTHA E. NELSON is entitled to distribution of all the decedent's personal property.

7. The original of this Affidavit, along with a certified copy of the death certificate of the decedent, are being filed of record with the County Clerk of Sublette County, Wyoming, in accordance with W.S. § 2-1-201(c).

DATED this 12th day of November, 1993.

Dortha E. Nelson
DORTHA E. NELSON

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was SUBSCRIBED AND SWORN to before me this 12th day of November, 1993, by DORTHA E. NELSON.
WITNESS my hand and official seal.

VAN GRAHAM - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Dec. 15, 1993

Van Graham
Notary Public

244033

RECORDED November 12 1993 1:46 PM
BOOK 62 Miscellaneous PAGE 244
FEE $ [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

245

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

LOCAL FILE NUMBER 01293

STATE FILE NUMBER

DECEDENT

1. DECEDENT-NAME FIRST	MIDDLE	LAST	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
WOODROW	LAGRAND	NELSON	MALE	JULY 1, 1993

4. SOCIAL SECURITY NUMBER	5a. AGE-Last Birthday (Years)	5b. UNDER 1 YEAR Months	Days	5c. UNDER 1 DAY Hours	Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
520-07-2136	74					SEPTEMBER 27, 1918

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
RETIREMENT CENTER OF SUBLETTE COUNTY	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)
IDAHO	MARRIED	DORTHA GILLILAND

11. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no)	12a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)	12b. KIND OF BUSINESS OR INDUSTRY
NO	OFFICE MANAGER	A.S.C.S./B.L.M.

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
WYOMING	SUBLETTE	PINEDALE	487 W. JADE

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

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
JOHN	CONRAD	NELSON	AMY	G.	SORENSON

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
MRS. DORTHA NELSON	WIFE

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
BOX 114	PINEDALE	WYOMING	82941

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY-NAME	20d. LOCATION CITY OR TOWN	STATE
BURIAL	JULY 5, 1993	PINEDALE CEMETERY	PINEDALE	WYOMING

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
▶ Willis R. Hudson	460	HUDSON'S FUNERAL HOME	115	164 N. BRIDGER AVE.

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.)	22c. HOUR OF DEATH
JULY 2, 1993	10:35 AM

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

To be Completed by CORONER Only

23a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated.
(Signature and Title) ▶ W.F. Meyer CORONER

23b. DATE SIGNED (Mo., Day, Yr.)	23c. HOUR OF DEATH
JULY 2, 1993	10:35 A. M
23d. PRONOUNCED DEAD (Mo., Day, Yr.)	23e. PRONOUNCED DEAD (Hour)
JULY 1, 1993	10:35 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.)
	JULY 2, 1993

CAUSE OF DEATH

PART I. Enter the disease(s), 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. Congestive Heart Failure	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): COPD	years
	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.

NIDDM; Aortic valve replace; Pacemaker; Uremia

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

29. MANNER OF DEATH	30a. DATE OF INJURY (Month, Day, Year)	30b. TIME OF INJURY	30c. INJURY AT WORK? (Specify yes or no)	30d. DESCRIBE HOW INJURY OCCURRED
☒ Natural ☐ Pending Investigation ☐ Accident ☐ Suicide ☐ Could not be Determined ☐ Homicide		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
2/91

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 July 22, 1993

Deputy State Registrar

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

DORTHA E. NELSON, 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 WOODROW L. NELSON, deceased, and, therefore, has an interest in the real property which is the subject matter of this Affidavit.

2. Affiant states that WOODROW L. NELSON died at Pinedale, Sublette County, Wyoming, on July 1, 1993, the facts of said death more fully appearing on the duly certified Certificate of Death attached hereto and by this reference incorporated herein.

3. During the marriage of WOODROW L. NELSON and DORTHA E. NELSON, Affiant herein, said WOODROW L. NELSON and Affiant acquired as tenants by the entirety certain real property from Carlson and Wenz Construction Company, by Warranty Deed dated March 19, 1980, and recorded in the office of the County Clerk of Sublette County, Wyoming, on July 29, 1981, in Book 22 of Deeds, Page 577; and from Redstone Corporation, by Warranty Deed dated May 9, 1980, and recorded in the office of the County Clerk of Sublette County, Wyoming, on July 29, 1981, in Book 22 of Deeds, Page 578, which property is more particularly described as follows:

Lots 6 and 7, Block 1, Amended Redstone Second Addition to the Town of Pinedale, Sublette County, Wyoming.

4. This Affidavit is filed for the purpose of establishing the fact of the death of said WOODROW L. NELSON, who was the owner with DORTHA E. NELSON of an estate by the entireties in the above-described property, and to make an official record of the termination of the interests of WOODROW L. NELSON in and to said property and the vesting of the same in DORTHA E. NELSON, his surviving spouse, all pursuant to the provisions of W.S. § 2-9-102.

DATED this 12th day of November, 1993.

Dortha E. Nelson
DORTHA E. NELSON

SUBSCRIBED AND SWORN to before me this 12th day of November, 1993, by DORTHA E. NELSON.

WITNESS my hand and official seal.

VAN GRAHAM - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Dec. 15, 1993

Van Graham
Notary Public

244034

FILED November 12 1993 1:45 PM
RECORDED IN Mortgages PAGE 246
FEE $ 8.00 Mary L. Kinkead COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

946

247

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

TYPE OR PRINT IN PERMANENT BLACK INK. FOR INSTRUCTIONS SEE HANDBOOK

LOCAL FILE NUMBER 01293 | STATE FILE NUMBER

DECEDENT

1. DECEDENT-NAME First	Middle	Last	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
WOODROW	LAGRAND	NELSON	MALE	JULY 1, 1993

4. SOCIAL SECURITY NUMBER	5a. AGE-Last Birthday (Years)	5b. UNDER 1 YEAR Months	5b. UNDER 1 YEAR Days	5c. UNDER 1 DAY Hours	5c. UNDER 1 DAY Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
520-07-2136	74					SEPTEMBER 27, 1918

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
RETIREMENT CENTER OF SUBLETTE COUNTY	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)
IDAHO	MARRIED	DORTHA GILLILAND

11. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no)	12a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)	12b. KIND OF BUSINESS OR INDUSTRY
NO	OFFICE MANAGER	A.S.C.S./B.L.M.

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
WYOMING	SUBLETTE	PINEDALE	487 W. JADE

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

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
JOHN	CONRAD	NELSON	AMY	G.	SORENSON

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
MRS. DORTHA NELSON	WIFE

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
BOX 114	PINEDALE	WYOMING	82941

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY-NAME	20d. LOCATION CITY OR TOWN	STATE
BURIAL	JULY 5, 1993	PINEDALE CEMETERY	PINEDALE	WYOMING

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
▶ Willis R. Hudson	460	HUDSON'S FUNERAL HOME	115	164 N. BRIDGER AVE.

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.)	22c. HOUR OF DEATH
JULY 2, 1993	10:35 AM

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

To be Completed by CORONER Only

23a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) ▶ W.F. Meyer CORONER

23b. DATE SIGNED (Mo., Day, Yr.)	23c. HOUR OF DEATH
JULY 2, 1993	10:35 A. M
23d. PRONOUNCED DEAD (Mo., Day, Yr.)	23e. PRONOUNCED DEAD (Hour)
JULY 1, 1993	10:35 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.)
	JULY 2, 1993

CAUSE OF DEATH

26. PART I. Enter the disease(s), 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.	Congestive Heart Failure DUE TO (OR AS A CONSEQUENCE OF):	days
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST b.	DEMENTIA DUE TO (OR AS A CONSEQUENCE OF):	years
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: Prostatism; Uremia

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

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

30e. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)

30f. LOCATION (Street and Number or Rural Route Number, City or Town, State)

VR 2-80
2/91

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 July 22, 1993

Deputy State Registrar

AGREEM[redacted] WARRANTY DEED—FORM NO. 14[redacted] THE ROLLS COMPA[redacted] 4000—6M—12-83

THIS AGREEMENT, Made and entered into this 11th day of July 19 93, by and between Fremont Peak Post #4801, Veterans of Foreign Wars of the United States, Incorporated, Box 724 of Pinedale, Sublette County, State of Wyoming 82941, of the first part, and Douglas B. and Karen E. Olsen 1616 Marilyn Drive of Syracuse, Davis County, State of Utah 84075, of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of ($ 200) Two hundred DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent, TIME being the ESSENCE of such condition; that the said parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to all of the taxes of A. D. 1993 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lot 59, Block 1, Barger Subdivision
BUT SUBJECT HOWEVER to the following:
1. U.S. Patents and all provisions thereof;
2. Protective covenants appearing on page 353 in book 26 of misc. records of the Sublette County clerk.
3. Easements and rights of way of record or in actual use.

SOLD FOR Twenty Four Hundred DOLLARS ($ 2,400) 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 covennnts of this contract.

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

$200 down on 11 July 1993
The balance of $2,200 to be paid in eleven monthly installments of $200.
-The first installment due by 15 August 1993

244047

RECORDED Nov 15, [illegible] 93 [illegible]
IN BOOK 162 Misc [illegible]
FEES 6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

Payable at the office of VFW Post 4801 with interest at the rate of None per cent per annum from date. Interest payable none. If principal or interest is not paid when due, the same to draw 10 per cent interest per annum from maturity until paid.

The buyers have the right to accelerate payments or pay the entire balance off at any time without penalty.

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

The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than N/A Dollars, in favor of and payable to part[illegible] of the first part, as [illegible] 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

Henry O Yake, VFW
Robert C Looney, VFW
Douglas B Olsen
Karen E Olsen

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah
County of Davis } ss.

On this 30th day of July 19 93, before me personally appeared Douglas B Olsen and Karen E Olsen

to me personally known to be the person s described in and who executed the foregoing instrument and acknowledged that [illegible] executed the same as [illegible] free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal, this 30th day of July, A. D. 19 93

NOTARY PUBLIC
Florence B. Robbins
573 Julie Drive
[illegible], Utah 84041
My Commission Expires
September 12, 1996
STATE OF UTAH

Florence B. Robbins Notary Public.

My commission expires on the 12th day of Sept, A. D. 19 96.

248

249

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR THE COUNTY OF LINCOLN, STATE OF WYOMING

IN THE MATTER OF THE ESTATE OF:	Probate No. 3604
MAX D. PAVLISIN,	
Deceased.	

OCT 1993
FILED
CLERK OF DIST. COURT
LINCOLN, CO. WYO

DECREE OF DISTRIBUTION

John P. Pavlisin, the Personal Representative of this estate having filed a First and Final Report and Petition for Distribution with the Court on September 29, 1993; and the matter having come on regularly to be heard this day; and it appearing to the Court that the estate is in a condition to be closed; now, therefor, the Court finds as follows:

1. That decedent died testate on February 24, 1993 in Kemmerer, Lincoln County, Wyoming.

2. That there is no surviving spouse of decedent.

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

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

5. That all statutory requirements have been met regarding federal and state estate and inheritance taxes.

244097
244097

RECORDED Nov 17 1993 8:30 AM
IN BOOK 62 Misc. PAGE 249
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

6. That the Personal Representatives and the attorney have each earned a fee in the sum of $6,717.75; which fee should be paid by the Personal Representative from the funds of the estate, or the same should be paid by the beneficiaries.

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

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

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

1. Mineral interest/Mobil Oil Company (Owner No. 752183 & 752229) An undivided interest in and to the mineral estate of Tract 42 of Section 21, T28N, R113W, 6th P.M.; and Tracts 38 and 40, also known as NE/4SW/4, and SW/4SE/4 of Section 17, T28N, R113W, 6th P.M., Sublette County, Wyoming.

2. Amoco Springfield Oil Company (File No. 211196) an undivided interest in and to the mineral estate of Lot 5 of Section 7; All of Tract 37 in Sections 6 and 7; and Tract 38 in Sections 7 and 18, T27N, R115W, 6th, Sublette County, Wyoming as excepted and reserved in the certain warranty deed executed by Frank R. McGinnis and Violet B. McGinnis, dated October 2, 1940 and recorded February 9, 1943 in Book 4 of Deeds at Page 285 of the records of the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming.

3. Belnorth Mineral interest (Owner No. 68090) in the real property located in Sublette County, Wyoming, more particularly described as follows:

<u>T28N, R113W, 6th P.M.</u>

Section 21: Tract 42, containing 40 acres.
Section 23: Tip Top Unit "B" Tract 41, being Lot 4.
Section 27: Tip Top Unit "B" Tract 55, being all of Tract 48 Resurvey (N/2NE/4, NE/4NW/4 and SW/4NE/4) containing 160 acres more or less.

<u>T28N, R112W, 6th P.M.</u>

Section 11: SW/4SW/4
Section 14: W/2NW/4
Section 15: N/2N/2
containing 280 acres more or less
Section 19: Lot 2 and SE/4NW/4, containing 75.97 acres more or less.

4. McGinnis Trust (16.098% interest) c/o Rock Springs National Bank.

5. 42,463 shares of Wyoming, LaBarge & Dry Piney Oil Company, Certificate No. 02158.

6. 843 shares of LaBarge Oil Company, Certificate No. 558.

7. 1,600 shares of Exxon Corporation, Certificates No. M775924 (600 shares), M900147 (200 shares), U0729127 (600 shares), & N096111 (200 shares).

8. 200 shares of American Telephone and Telegraph Company, Certificate No. ZQ78460116.

9. 450 shares of E.I. duPont de Nemours & Company, Certificates No, ZQC0046385 (150 shares) & ZQP0141536 (300 shares).

10. 208 shares of Pacific Telesis Group, Certificate No. ZQ00384976.

11. 208 shares of U. S. West, Inc., Certificates No. SX82340080 (104 shares) & ZQ0311764 (104 shares).

12. 204 shares of Nynex Corporation, Certificates No. ZQ00314100 and NYX578124.

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

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

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

2. That the fees of the Personal Representative and the attorney is fixed at $6,717.75 and that the Personal Representative is hereby authorized and directed to pay the same from the funds of the estate or the same should be paid by the beneficiaries.

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

4. That the Personal Representative shall distribute the assets of the estate to John P. Pavlisin and Irene Pavlisin Thomas in the following manner:

JOHN P. PAVLISIN shall receive all right, title and interest in the following:

1. 42,463 shares of Wyoming, LaBarge & Dry Piney Oil Company, Certificate No. 02158.

2. 843 shares of LaBarge Oil Company, Certificate No. 558.

3. McGinnis Trust (16.098% interest) c/o Rock Springs National Bank.

4. Amoco Springfield Oil Company (File No. 211196) an undivided interest in and to the mineral estate of Lot 5 of Section 7; All of Tract 37 in Sections 6 and 7; and Tract 38 in Sections 7 and 18, T27N, R115W, 6th, Sublette County, Wyoming as excepted and reserved in the certain warranty deed executed by Frank R. McGinnis and Violet B. McGinnis, dated October 2, 1940 and recorded February 9, 1943 in Book 4 of Deeds at Page 285 of the records of the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming.

IRENE PAVLISIN THOMAS shall receive all right, title and interest in the following:

1. 1,600 shares of Exxon Corporation, Certificates No. M775924 (600 shares), M900147 (200 shares), U0729127 (600 shares), & N096111 (200 shares).

2. 200 shares of American Telephone and Telegraph Company, Certificate No. ZQ78460116.

3. 450 shares of E.I. duPont de Nemours & Company, Certificates No, ZQC0046385 (150 shares) & ZQP0141536 (300 shares).

4. 208 shares of Pacific Telesis Group, Certificate No. ZQ00384976.

5. 208 shares of U. S. West, Inc., Certificates No. SX82340080 (104 shares) & ZQ0311764 (104 shares).

6. 204 shares of Nynex Corporation, Certificates No. ZQ00314100 and NYX578124.

7. Mineral interest/Mobil Oil Company (Owner No. 752183 & 752229) An undivided interest in and to the mineral estate of Tract 42 of Section 21, T28N, R113W, 6th P.M.; and Tracts 38 and 40, also known as NE/4SW/4, and SW/4SE/4 of Section 17, T28N, R113W, 6th P.M., Sublette County, Wyoming.

8. Belnorth Mineral interest (Owner No. 68090) in the real property located in Sublette County, Wyoming, more particularly described as follows:

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Section 21: Tract 42, containing 40 acres.
Section 23: Tip Top Unit "B" Tract 41, being Lot 4.
Section 27: Tip Top Unit "B" Tract 55, being all of Tract 48 Resurvey (N/2NE/4, NE/4NW/4 and SW/4NE/4) containing 160 acres more or less.

<u>T28N, R112W, 6th P.M.</u>

Section 11: SW/4SW/4
Section 14: W/2NW/4
Section 15: N/2N/2
containing 280 acres more or less
Section 19: Lot 2 and SE/4NW/4, containing 75.97 acres more or less.

JOHN P. PAVLISIN AND IRENE PAVLISIN THOMAS shall receive in equal shares, share and share alike, the following:

1. The balance of Account #7030068305, Key Bank of Kemmerer, after payment of fees and costs of the estate.

DATED: October 11th, 1993.

STATE OF WYOMING }
COUNTY OF LINCOLN } SS.

I, [illegible] McCloud, **Clerk of** the Third [illegible] Court **within and** foresaid [illegible] State **of foresaid, do** [illegible] ing **to be a full,** tru[illegible]

Si[illegible]

DISTRICT JUDGE

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

A F F I D A V I T

ROSALIA BOZNER, of lawful age, being first duly sworn upon her oath according to law, deposes and says:

1. That Joseph Cyril Bozner, also known as Joseph C. Bozner, died intestate at Reliance, Sweetwater County, Wyoming, on March 17, 1992.

2. That Joseph C. Bozner and Rosalia Bozner were married to each other on the 30th day of November, 1940, at Rock Springs, Sweetwater County, Wyoming.

3. That on the 2nd day of April, 1983, Joseph C. Bozner and Rosalia Bozner, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, purchased the following described real property from Harold Reach and Leda I. Reach, husband and wife:

> Lot Two (2) Airport Subdivision as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; SUBJECT TO all mineral reservations of record; SUBJECT TO protective covenants governing the AIRPORT SUBDIVISION recorded 9/6/74, Book 30 of Miscellaneous Page 136, Office of the County Clerk.

4. That Harold Reach and Leda I. Reach, husband and wife, duly and regularly executed and delivered a Warranty Deed dated April 20, 1983, in favor of Joseph C. Bozner and Rosalia Bozner, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, Grantees, which Warranty Deed was filed for record in the office of the County Clerk within and for Sublette County, Wyoming, on the 10th day of May, 1983, in Book 24 of Deeds, Page 250, Reception No. 196240.

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 Joseph C. Bozner and Rosalia Bozner, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, 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 April 2, 1983, until the death of Joseph C. Bozner on March 17, 1992.

6. That Rosalia Bozner survived Joseph C. Bozner, and by virtue thereof, said estate by the entireties vested in her upon the death of said Joseph C. Bozner, 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 2-9-102, 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, Joseph Cyril Bozner, also known as Joseph C. Bozner, certified to by the public authority in which such original death certificate is made of record.

244100

RECORDED Nov. 17, 19 93 9:00 AM
IN BOOK 62 Misc. PAGE 255
FEES $ 10.00 COUNTY CLERK
SUBLE[redacted]OUNTY, PINEDALE WYOMIN[redacted]

Dated this 12th day of November, 1993.

Rosalia Bozner
ROSALIA BOZNER

Subscribed and sworn to before me this 12th day of November, 1993.

My commission expires:

Notary Public

OFFICIAL SEAL
THEDA A. KNUDSEN
SWEETWATER COUNTY
Notary Public State of Wyoming
My Commission Expires
August 1, 1997

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DEPARTMENT OF HEALTH 257

CERTIFICATE OF DEATH

LOCAL FILE NUMBER

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME FIRST	MIDDLE	LAST	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
JOSEPH	CYRIL	BOZNER	Male	March 17, 1992

4. SOCIAL SECURITY NUMBER	5a. AGE-Last Birthday (Years)	5b. UNDER 1 YEAR Months	5b. UNDER 1 YEAR Days	5c. UNDER 1 DAY Hours	5c. UNDER 1 DAY Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
507-16-0655	69					March 14, 1923

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
128-A Reliance Road	REliance	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	Rosalia Teresa Cristando

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	Mining Supervisor	Coal Mining

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Sweetwater	Reliance	128-A Reliance 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 - Am... 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	9	

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
Frank		Bozner	Mary		Buh

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Mrs. Rose Bozner	Wife

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
128-A Reliance Road	Reliance,	Wyoming	82943

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	March 21, 1992	Wataha Memorial 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
▶ Miles Maylon	.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) ▶ R. Moseley

22b. DATE SIGNED (Mo., Day, Yr.)	22c. HOUR OF DEATH
March 17, 1992	4:48P 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) ▶ Deputy Coroner,

23b. DATE SIGNED (Mo., Day, Yr.)	23c. HOUR OF DEATH
March 18, 1992	4:48P M
23d. PRONOUNCED DEAD (Mo., Day, Yr.)	23e. PRONOUNCED DEAD (Hour)
March 17, 1992	5:15P M

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

Randal C. Moseley, M.D., 1208 Hilltop Drive, Rock Springs, Wyoming 82901

25a. REGISTRAR (Signature) ▶ Edwin C. Mehle	25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
	March 18, 1992

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.

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

PART II. OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I.	27. AUTOPSY (Specify yes or no)	28. WAS CASE REFERRED TO CORONER (Specify yes or no)
Coronary Artery Disease - History of Myocardial Infarction	No	Yes

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

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

VR 2-89
2/91 15M

MARGIN RESERVED FOR BINDING

Division of Health and Medical Services — Vital Records Services

DATE ISSUED **March 25, 1992**

THIS IS TO CERTIFY that this is a true correct conformed reproduction of the original copy of the death certificate completed by the VASE FUNERAL HOME and submitted to the VITAL RECORDS SERVICES, Wyoming Department of Health and Social Services, Division of Health and Medical Services at Cheyenne, Wyoming.

VASE FUNERAL HOME
[illegible] Street
Rock Springs, Wyoming

STATE OF WYOMING)
COUNTY OF SWEETWATER) ss

Subscribed and sworn to before me a Notary Public this **25th** day of **March** 19**92**

[redacted]

My co[redacted]ion expires on **January 16,** [redacted]

THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE)
OF)
GORDON R. CARTER,) Probate No. 148
Deceased.)

FILED
SEP 23 1993
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING
By Marilyn M. Jensen
By Dana Fenn - Deputy

ORDER

THIS MATTER having come before the Court on the Petition of the Personal Representative and the Waiver and Approval of the heirs in the estate for the sale of the real property in the estate to:wit:

> Approximately 10 acres located in SE¼SE¼ Section 10 and NE¼NE¼ Section 15, T30N R110W Sublette County, WY more particularly described in the title Commitment to follow acceptance.

And the Court being fully advised in the premises finds that the sum of $84,000.00 is an appropriate sum for the sale of the property and hereby Orders that Personal Representative execute whatever documents are necessary to complete said sale and approves the same.

Dated this 22nd day of September, 1993.

JUDGE

244126

RECORDED Nov. 18, 1993 11:40a M
IN BOOK 62 misc PAGE 256
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

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 Marilyn M. Jensen
By Dana Fenn - Deputy

259

WAIVER OF RIGHT OF FIRST REFUSAL
(Waiver of Rizza Right of First Refusal
as to 1 acre parcel deeded by Smith to the Conservancy

This **WAIVER OF RIGHT OF FIRST REFUSAL** is executed this 18th day of November, 1993, by JOSEPH RIZZA and BEA RIZZA, husband and wife, P.O. Box 86, Clancy, Montana 59634, (the "Rizzas") to and for the benefit of THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, 1815 N. Lynn Street, Arlington, Virginia 22209 (the "Conservancy").

Whereas, the Rizzas are the owners and grantees of a Right of Fist Refusal executed by Tucker Smith and Jean T. Smith, husband and wife, (the "Smiths") as contained in the instrument recorded December 23, 1992 in Book 61 of Misc., Page 127, of the records of Sublette County, Wyoming (the "Right of First Refusal"); and

Whereas, the Smiths have granted a General Warranty Deed to and for the benefit of the Conservancy, which was recorded on Nov. 19 1993, 1993, at BK 33 WD PG. 342 of the records of Sublette County, Wyoming (the "Warranty Deed"); and

Whereas, the parties intend that the property described in the Warranty Deed be conveyed free and clear of the Right of First Refusal and the interest of the Rizzas contained therein;

Now therefore, the Rizzas hereby waive their right to acquire the property described in the Warranty Deed and waive their interest in the Right of First Refusal, and acknowledge that the terms of the Right of First Refusal have been satisfied, as to the property described in the Warranty Deed only.

IN WITNESS WHEREOF, the Rizzas have set their hand this 18th day of November, 1993.

Joseph Rizza

Bea Rizza AKA Beatrice C Rizza
Bea Rizza

STATE OF WYOMING)
)ss.
COUNTY OF ~~Teton~~ Sublette)

On this 18th day of November, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph Rizza and Bea Rizza, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.
[SEAL]

Janet R Britt
Notary Public

My Commission expires on February 22, 1997.

JANET R. BRITT, NOTARY PUBLIC
COUNTY OF FREMONT — STATE OF WYOMING
MY COMMISSION EXPIRES 2-22-97

I:\wyfo\uppergre\rizza\rofr.waiver

244162

RECORDED Nov. 19, 1993 12:40 PM
IN BOOK 62 Misc. PAGE 259
FEES 6.00
SUBLETTE COUNTY CLERK

By Cathy Saxton

DEED OF CONSERVATION EASEMENT
(Upper Green River - Smith)

THIS GRANT DEED OF CONSERVATION EASEMENT entered into this 18th day of November, 1993 by TUCKER W. SMITH and JEAN TORO SMITH, husband and wife, of 12806 US Highway 191, Pinedale, Wyoming 82941 (hereinafter referred to as "Grantor"), and THE NATURE CONSERVANCY, a District of Columbia non-profit corporation (hereinafter referred to as the "Conservancy"),

WITNESSETH THAT:

WHEREAS, Grantor is the owner of certain real property in Sublette County, Wyoming, more particularly described in Exhibit A hereto (hereinafter referred to as the "Grantor's Land"); and

WHEREAS, Grantor's Land currently remains in a substantially undisturbed, natural state and has significant ecological and open-space values; and

WHEREAS, Grantor's Land is a valuable element of the Upper Green River drainage, which includes Grantor's Land, the Green River, its wetlands, and the aesthetic and ecological values thereof, including flora, fauna, and soils; and

WHEREAS, Grantor's Land provides significant relatively natural habitat for native wildlife and plants; and

WHEREAS, Grantor's Land includes a significant migration corridor for ungulate species; and

WHEREAS, the protection of the ecological features and elements of Grantor's Land will contribute to the ecological integrity of the Green River and of the Bridger-Teton National Forest; and

WHEREAS, all of the natural elements and ecological and open-space values on Grantor's Land are of great importance to Grantor and the Conservancy and to the people of the State of Wyoming, and are worthy of preservation; and

WHEREAS, Grantor, as owner in fee of Grantors' Land, owns the affirmative rights to identify, to preserve and protect in perpetuity, and to enhance and restore the native species, natural features, and processes of Grantor's Land; and

WHEREAS, Grantor desires and intends to transfer such rights to the Conservancy; and

244163

RECORDED Nov 19 1993 12:40pm
IN BOOK 62 Misc PAGE 260
FEES 32.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

WHEREAS, the Conservancy is organized to preserve and protect natural areas and ecologically significant land for aesthetic, scientific, charitable, and educational purposes, and is qualified under Section 170(h)(3) of the Internal Revenue Code of 1954, as amended, to acquire and hold conservation easements;

NOW THEREFORE, in consideration of the mutual covenants contained herein, Grantor does hereby convey to The Nature Conservancy, a District of Columbia non-profit corporation with offices at 1815 North Lynn Street, Arlington, Virginia, its successors and assigns, a conservation easement in perpetuity consisting of the rights hereinafter enumerated, over and across Grantor's Land (hereinafter referred to as the "Conservation Easement").

1. Purpose. It is the purpose of this Conservation Easement to preserve and protect in perp ity and to enhance and restore the significant relatively natural habitat and natural ecosystems of Grantor's Land. Specifically, and without limitation of the general purposes, it is the purpose hereof to preserve, protect, and enhance the wintering range and other native wildlife habitat on Grantor's Land. In so doing, it is the purpose of this Conservation Easement to permit the continuation on Grantor's Land of such ranching and agricultural uses as are consistent with the conservation purposes of this Conservation Easement.

2. Easement Documentation Report. The parties acknowledge that an Easement Documentation Report ("Report") for Grantor's Land has been prepared by a competent naturalist familiar with the environs, a copy of which shall be attached as an exhibit to and incorporated in this Conservation Easement following recordation of this Conservation Easement. Further, each of the parties has received a copy of the Report and has it on file at their respective addresses. The Report has been reviewed and approved by the Conservancy and Grantor as an accurate representation of the biological and physical condition of Grantor's Land at the time of this grant. Notwithstanding the foregoing, in the event a controversy arises with respect to the nature of the biological and/or physical condition of Grantor's Land, the parties shall not be foreclosed from utilizing any and all other relevant documents, surveys, reports, or other information in the resolution of the controversy.

3. Conservancy's Rights. The rights conveyed to the Conservancy by this Conservation Easement are the following:

A. To identify, to preserve and protect in perpetuity and to enhance, by mutual agreement, the significant relatively natural habitat for plants and wildlife and similar ecosystems on Grantor's Land.

B. To enter upon Grantor's Land to enforce the rights herein granted, to study and make scientific observations of its ecosystems, and to determine whether Grantor's activities are in compliance with the terms of this Conservation Easement, all upon reasonable prior notice to Grantor, and in a manner that will not unreasonably interfere with the use being made of Grantor's Land, consistent with this Conservation Easement, at the time of such entry. The Conservancy shall also have the right of immediate entry to Grantor's Land if, in the Conservancy's sole judgment, such entry is necessary to prevent damage to or the destruction of the conservation purposes of this Conservation Easement, which will be reasonably exercised and will take into account Grantor's right to engage in residential, recreation, ranching and agricultural activities as set out in paragraph 1 herein.

C. To enjoin any activity on, or use of, Grantor's Land which is inconsistent with the Conservation Easement and to enforce the restoration of such areas or features of Grantor's Land as may be damaged by such activities.

4. Grantor's Rights. The following uses and practices, though not an exhaustive recital of consistent uses and practices, are consistent with this Conservation Easement, and these practices may not be prevented or limited by this Conservation Easement except for the requirement of or prior approval from the Conservancy where provided herein:

A. To construct a principal residence, and accessory structures, at any location on Grantor's Land.

B. To pasture and graze domestic livestock; provided (1) that range shall be maintained in a "good to excellent" condition as determined by the standards of the U.S.D.A. Soil Conservation Service; and (2) further, that such grazing shall not adversely affect the wintering habitat for elk and mule deer or the other significant relatively natural habitat for plants, wildlife, and similar ecosystems on Grantor's Land.

C. To continue residential, recreational ranching and agricultural activity on Grantor's Land which shall specifically include the right to lease pasture for grazing purposes only, the right to harvest forage from currently existing hay meadows and enhance their productivity through cultivation and reseeding, if necessary, in a fashion that does not negatively impact the purposes of this Conservation Easement, and the right to drive recreational and/or ranch vehicles anywhere on Grantor's Land, as necessary for the uses of Grantor's Land permitted herein.

D. To engage in reasonable recreational activities on Grantor's Land in a fashion that does not negatively impact the purposes of this Conservation Easement.

E. To build, maintain, and repair perimeter and other fencing related to the residential, recreational, ranching and residential uses permitted herein, provided that fencing shall be constructed so as not to exclude or unduly restrict wildlife movement to and from historical use areas located on or off of Grantor's Land.

F. To maintain, repair, and, in the event of its destruction, to reconstruct or replace any building or irrigation structure now existing or permitted herein with another of similar size, function, capacity, location, and materials.

G. To construct new agricultural or irrigation structures as necessary for the agricultural and livestock activities permitted herein.

H. To construct utility systems within existing easements or rights of way and to, maintain, repair, and construct such utility systems and roads as are necessary for the uses of Grantor's Land permitted herein.

I. To construct one additional residential building and accessory structures, at any location on Grantor's Land.

J. To construct one new garage in close proximity to Highway 191.

K. To plant, transplant and maintain native, or other approved, species and plant communities to protect, preserve, and enhance the aesthetic and wildlife habitat values of Grantor's Land, and for residential, recreational, ranching and agricultural purposes; and to conduct prescribed burns in conjunction with the Conservancy for those purposes.

L. To use agrichemicals, including but not limited to fertilizers, only in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable ranching and agricultural purposes, it being understood and agreed that the use of such chemicals shall in all cases be conducted in such a manner as to minimize any adverse effects upon the underlying natural habitat values and surface or subsurface water resources of Grantor's Land.

M. To selectively harvest standing timber, in a manner that does not adversely affect the nature of the stand, for ranching and agricultural purposes permitted herein.

N. To restore, abandon or re-seed existing roadways on Grantor's Land, using native or other approved species.

5. Notice. Grantor shall not undertake any activity pursuant to the underlined portions of provisions G, H, I and J without first having notified the Conservancy as provided herein. Prior to the commencement or undertaking of any such activity, Grantor shall send the Conservancy written notice of the intention to commence or undertake such activity. Said notice shall inform the Conservancy of all aspects of such proposed activity including, but not limited to, the nature, siting, size, capacity, and number of improvements, facilities, or uses.

Said notice shall be sent by registered or certified mail, return receipt requested, and shall be addressed to the Conservancy's Western Regional Attorney, 2060 Broadway, Suite 230, Boulder, Colorado 80302 with a copy to the Conservancy's Wyoming Field Office, 258 Main Street, Lander, Wyoming 82520, or to such other address as Grantor may be from time to time informed of in writing by the Conservancy.

The Conservancy shall have thirty (30) days from the posting of such notice, as indicated by the registered or certified return receipt, to review the proposed activity and to notify Grantor of its objections thereto. Such objections, if any, shall be based upon the Conservancy's opinion that the proposed activity is inconsistent with this Conservation Easement. Said notice shall inform Grantor of the manner in which the proposed activity can be modified to be consistent with this Conservation Easement.

The Conservancy's response to Grantor's notice shall be sent by registered or certified mail, return receipt requested, to Grantor at 12806 US Highway 191, Pinedale, Wyoming 82941, or to such other address as the Conservancy from time to time may be informed of in writing by Grantor.

Should the Conservancy fail to post its response to Grantor's notice within thirty (30) days of the posting of said notice, the proposed activity shall automatically be deemed consistent with the terms of this Conservation Easement, the Conservancy having no further right to object to the activity identified by such notice.

Grantor shall be under no liability or obligation for any failure in the giving of notice as required above with regard to any activity undertaken by Grantor necessitated by virtue of fire, flood, act of God, or other element, or cause beyond the control of Grantor similar to those hereinabove specified.

6. Prohibited Activities. The following uses and practices by Grantor are inconsistent with the purpose of this Conservation Easement, and shall be prohibited:

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A. The change, disturbance, alteration, or impairment of the significant relatively natural habitat for plants, wildlife, or similar ecosystems within and upon Grantor's Land, except as provided herein.

B. The construction or placement of any buildings, camping accommodations, mobile homes, boat ramps, bridges, billboards, or other advertising materials or any structures, except as expressly provided herein.

C. The removal, destruction, or cutting of native vegetation, except for agricultural purposes or by grazing as expressly provided herein.

D. The use of agrichemicals other than for the control of noxious weeds and/or pests, except as provided herein.

E. The construction of any roads or vehicle trails, except as provided herein.

F. The trapping of native animals and the hunting of any native non-game animals, except as provided herein.

G. The exploration for or extraction of minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, or other materials on or below the surface of Grantor's Land, with the exception of any exploration or extraction of such materials as may be necessary and permissible for activities as specified and permitted by this Conservation Easement, including, but not limited to protection of Grantor's Land through riverbank stabilization, and as necessary for the other permissible activities specified herein.

H. The division, subdivision, or de facto subdivision of Grantor's Land; provided, however, that Grantor may convey a portion or portions of Grantor's Land to either of the two adjoining property owners whose properties are encumbered by conservation easements substantially in the form of this Conservation Easement. A description of the three encumbered properties is attached hereto as Exhibit B. In that event, an amendment to each conservation easement shall be recorded, such that the property so conveyed would be removed from the terms of this Conservation Easement and made subject to the terms of the adjoining conservation easement instead.

I. The use of any motorized vehicles off roadways now existing or new roadways as permitted herein, except for those residential, recreational, ranching and agricultural purposes permitted herein.

J. The establishment or maintenance of any commercial feed lot, which shall be defined for purposes of this Conservation Easement as a permanently constructed confined area or facility within which the land is not grazed or cropped annually, for purposes of engaging in the business of the reception and feeding of livestock for hire.

K. The dumping or other disposal of toxic materials or of non-compostable refuse.

L. The manipulation, diversion, or other alteration of natural water courses, wetlands, or other bodies of water or any practice which degrades or destabilizes their natural banks or shorelines, except such projects as may specifically be approved and permitted by the appropriate local, state, and federal authority.

M. The degradation, pollution, or drainage of any surface or sub-surface water.

N. Any change in the topography of Grantor's Land through the placement therein of soil, land fill, dredging spoils, or other material, except as incidental and necessary to the activities permitted herein.

O. The harvest of timber or collection of firewood, except as otherwise provided herein.

P. Any commercial or industrial use, except indoor home occupations, and exept the ranching and agricultural uses permitted herein.

Q. The feeding of big game species or other wild animals, except the responsible wildlife management activities carried out by the Wyoming Department of Game and Fish with the consent of the Grantor and the Conservancy.

7. Remedies and Enforcement. Should Grantor undertake any activity requiring approval of the Conservancy without or in advance of securing such approval, or undertake any activity in violation of the terms of this Conservation Easement, the Conservancy shall have the right to force the restoration of that portion of Grantor's Land affected by such activity to the condition that existed prior to the undertaking of such unauthorized activity. In such case, the prevailing party shall be entitled to its costs of suit, including attorneys' fees, and, if the Conservancy prevails, the cost of such restoration. In the event that redress is secured without a completed judicial proceeding, the parties shall each be liable for their respective costs of suit. Nothing herein contained shall be construed to preclude Grantor from exhausting his legal remedies in

determining whether the proposed activity to which the Conservancy has objected is inconsistent with the Conservation Easement.

Enforcement of the terms and provisions of this Conservation Easement shall be at the discretion of the Conservancy. Any forbearance on behalf of the Conservancy to exercise its rights herein in the event of any breach by Grantor shall not be deemed or construed to be a waiver of the Conservancy's rights herein, in the event of any subsequent breach.

8. Taxes and Costs. Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on Grantor's Land, including any tax or assessment on the easement herein granted, and to bear all costs of his operation, upkeep, and maintenance of Grantor's Land, and does hereby indemnify the Conservancy therefrom.

9. Change in Conditions.

A. It is the intention of the parties that the conservation purposes of this Conservation Easement shall be carried out in perpetuity. In the event that a later unexpected change in the conditions of or surrounding the Grantor's Land makes impossible or impractical its continued use for the conservation purposes described herein and the restrictions are extinguished by judicial proceeding and Grantor's Land is subsequently sold, exchanged, or condemned, the Conservancy will apply its share, determined as set forth below, of any proceeds received from such sale, exchange or taking, in a manner consistent with the conservation purposes of this Conservation Easement or for the protection of a "relatively natural" habitat of fish, wildlife or plants or similar ecosystems, as that phrase is used in P. L. Public Law, 96-541, 26 U.S.C. 170 (L)(4)(a)(ii), as amended, and in the regulation promulgated under such statute.

B. The Grantor agrees that the donation of a perpetual Conservation Easement gives rise to a property right immediately vested in the Conservancy, with a fair market value that is at least equal to the proportionate value that the Conservation Easement, at the time of the gift, bears to the value of Grantor's Land at that time. Grantor and the Conservancy have agreed in a separate writing as to such proportionate value, which for purposes of this paragraph, shall remain constant. Accordingly, if a change in conditions gives rise to the extinguishment of time restrictions of this Conservation Easement, the Conservancy on subsequent sale, exchange or taking of Grantor's land, shall be entitled to a portion of the proceeds

at least equal to that proportionate value of the Conservation Easement unless state law provides that the Grantor is entitled to the full proceeds from the conversion without regard to the terms of the prior perpetual conservation restrictions.

10. Access. Nothing herein contained shall be construed as affording the public access to any portion of the land subject to this Conservation Easement.

11. Amendments. If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and the Conservancy may by mutual written agreement jointly amend this Conservation Easement; provided that no amendment shall be made that will adversely affect the qualification of this Conservation Easement or the status of the Conservancy under any applicable laws, including Section 170 (h)(3) and 501 (c)(3) of the Internal Revenue Code of 1986. Any such amendment shall be consistent with the purpose of this Easement, shall not affect its perpetual duration, shall not permit additional residential development on Grantor's Land other than residential development permitted by this Conservation Easement on its effective date, and shall not permit any impairment of the significant conservation values of Grantor's Land. Nothing in this paragraph shall require Grantor or the Conservancy to agree to any amendment or to consult or negotiate regarding any amendment.

12. Assignment. The Conservancy may not assign this easement to any organization without Grantor's consent, which approval shall not be unreasonably withheld.

13. Appurtenant. The Conservation Easement granted herein is appurtenant to certain other real property granted to the Conservancy by Grantor contemporaneously with this conveyance, and more particularly described in Exhibit C, attached hereto and made a part hereof by this reference.

14. Binding Effect. This Conservation Easement shall run with and burden title to Grantor's Land in perpetuity, and shall bind Grantor, and his heirs, administrators, personal representatives, successors, and assigns.

15. Definitions. The terms "Grantor" and "Conservancy," wherever used herein, and any pronouns used in place of those terms, shall be deemed to include, respectively, Grantor and his heirs, personal representatives, executors, administrators, successors, and assigns, and the Conservancy, its successors and assigns.

16. Invalidity of Provision. If any provision of this Deed of Conservation Easement or the application thereof to any person

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or circumstance is found to be invalid, the remainder of the provisions of the Deed of Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

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

TUCKER W. SMITH

JEAN TORO SMITH

THE NATURE CONSERVANCY

BY Ben C. Pierce

Its Wyoming State Director

STATE OF WYOMING)
) ss.
County of ~~Sublette~~ Sublette)

I, Janet R Britt, a Notary Public, hereby certify that on the 18 day of November, 1993, personally appeared before me, Tucker W. Smith and Jean Toro Smith, who being by me first duly sworn, declared that they signed the foregoing document and have executed the same as their free act and deed.

WITNESS my hand and seal.

JANET R. BRITT, NOTARY PUBLIC
COUNTY OF FREMONT STATE OF WYOMING
MY COMMISSION EXPIRES 2-22-97

Janet R Britt
Notary Public

My commission expires: 2-22-97

I, Janet R Britt, a Notary Public, hereby certify that on the 18 day of November, 1993, personally appeared before me, Ben C. Pierce of the Nature Conservancy, who being by me first duly sworn, declared that he signed the foregoing document and have executed the same as his free act and deed.

WITNESS my hand and seal.

Janet R Britt
Notary Public

My commission expires: 2-22-97

JANET R. BRITT, NOTARY PUBLIC
COUNTY OF FREMONT STATE OF WYOMING
MY COMMISSION EXPIRES 2-22-97

EXHIBIT A

LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 20, 21, 22, 23, 24, 44, 45, 46, 47, 48, 49, 50, 51, 52, and 53 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

EXHIBIT B

Eshelman Property

Township 36 North, Range 112 West of the 6th P.M., Sublette County, Wyoming

Section 1: Lots 3, 4, S/2NW/4, N/2SW/4, SW/4SW/4 excepting from the SW/4SW/4 that portion lying and being South and West of U. S. Highway 187

Section 2: SE/4SE/4NE/4, NE/4SE/4 excepting therefrom that portion lying and being South and West of U. S. Highway 187 and further excepting therefrom that portion conveyed by Warranty Deed recorded August 11, 1971 in Book 15 of Deeds, Page 278

Township 37 North, Range 111 West of the 6th P.M., Sublette County, Wyoming

Section 33: E/2, excepting therefrom a tract of land beginning at the northwest corner of the NE/4, going east along the north section line of Section 33, 1,210 feet; thence south 900 feet; thence west 1,210 feet; thence north 900 feet to the point of beginning.

Rizza Property

Lots 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

Lots 14, 17, 18, 19, 25, 26, 27, 28, 29, 35, 37, 38, 39, 40, 41, 42, and 43 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

Smith Property

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 20, 21, 22, 23, 24, 44, 45, 46, 47, 48, 49, 50, 51, 52, and 53 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

EXHIBIT C

Beginning at the SE Corner of the SW¼, which is also described as the SE Corner of Lot 53, Section 33, Township 37 North, Range 111 West of the 6th P.M., Sublette County, Wyoming, which point may also be described as being the midway point of Section 33 on a line separating Township 36 North and Township 37 North, then by metes and bounds as follows:

208.71 feet due West, thence 208.71 feet due North, thence 208.71 feet due East, thence 208.71 feet due South to THE POINT OF BEGINNING.

SUBORDINATION AGREEMENT
(Subordination of Rizza Right of First Refusal
to Conservancy Conservation Easement)

This **SUBORDINATION AGREEMENT** is executed this 18th day of November, 1993, by JOSEPH RIZZA and BEA RIZZA, husband and wife, P.O. Box 86, Clancy, Montana 59634, (the "Rizzas") for the benefit of THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, 1815 N. Lynn Street, Arlington, Virginia 22209 (the "Conservancy").

Whereas, the Rizzas are the owners and grantees of a Right of Fist Refusal executed by Tucker Smith and Jean T. Smith, husband and wife, (the "Smiths") as contained in the instrument recorded December 23, 1992 in Book 61 of Misc., Page 127, of the records of Sublette County, Wyoming (the "Right of First Refusal"); and

Whereas, the Smiths have granted a Conservation Easement to and for the benefit of the Conservancy, which was recorded on Nov. 19 1993, 1993, at 60 misc pg. 260 of the records of Sublette County, Wyoming (the "Conservation Easement"); and

Whereas, the parties intend that the property described in the Conservation Easement remain subject to the terms of the Conservation Easement, and prior in right to the Right of First Refusal and the interest of the Rizzas contained therein;

Now therefore, the Rizzas hereby subordinate their interest in the Right of First Refusal, and make that interest subject to the interest of the Conservancy and terms of the Conservation Easement.

IN WITNESS WHEREOF, the Rizzas have set their hand this 18th day of November, 1993.

Joseph Rizza

Bea Rizza AKA Beatrice C Rizza
Bea Rizza

STATE OF WYOMING)ss.
COUNTY OF ~~Teton~~ Sublette)

On this 18 day of November, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph Rizza and Bea Rizza, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.
[SEAL]

Janet R Britt
Notary Public

My Commission expires on February 22, 1997.

244164

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RECORDED Nov. 19, 1993 12:40PM
IN BOOK 60 misc. PAGE 274
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

JANET R. BRITT, NOTARY PUBLIC
COUNTY OF FREMONT STATE OF WYOMING
MY COMMISSION EXPIRES 2-22-97

By Cathy Saxton

This is no Page

275.

DEED OF CONSERVATION EASEMENT
(Upper Green River - Rizza/1)

THIS GRANT DEED OF CONSERVATION EASEMENT is entered into this 18th day of November, 1993 by BEATRICE C. RIZZA of P.O. Box 86, Clancy, Montana 59634 (hereinafter referred to as "Grantor"), and THE NATURE CONSERVANCY, a District of Columbia non-profit corporation (hereinafter referred to as the "Conservancy"),

WITNESSETH THAT:

WHEREAS, Grantor is the owner of certain real property in Sublette County, Wyoming, more particularly described in Exhibit A hereto (hereinafter referred to as the "Grantor's Land"); and

WHEREAS, Grantor's Land currently remains in a substantially undisturbed, natural state and has significant ecological and open-space values; and

WHEREAS, Grantor's Land is a valuable element of the Upper Green River drainage, which includes Grantor's Land, the Green River, its wetlands, and the aesthetic and ecological values thereof, including flora, fauna, and soils; and

WHEREAS, Grantor's Land provides significant relatively natural habitat for native wildlife and plants, including winter range for elk, mule deer and bald eagles; and

WHEREAS, Grantor's Land includes a significant migration corridor for ungulate species; and

WHEREAS, the protection of the ecological features and elements of Grantor's Land will contribute to the ecological integrity of the Green River and of the Bridger-Teton National Forest; and

WHEREAS, all of the natural elements and ecological and open-space values on Grantor's Land are of great importance to Grantor and the Conservancy and to the people of the State of Wyoming, and are worthy of preservation; and

WHEREAS, Grantor, as owner in fee of Grantors' Land, owns the affirmative rights to identify, to preserve and protect in perpetuity, and to enhance and restore the native species, natural features, and processes of Grantor's Land; and

WHEREAS, Grantor desires and intends to transfer such rights to the Conservancy; and

l:\wyfo\upper green river\rizza1\conease.1
November 16, 1993

244165

RECORDED Nov. 19, 1993 12:40PM
IN BOOK 142 Misc. PAGE 214
FEES 30.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

WHEREAS, the Conservancy is organized to preserve and protect natural areas and ecologically significant land for aesthetic, scientific, charitable, and educational purposes, and is qualified under Section 170(h)(3) of the Internal Revenue Code of 1954, as amended, to acquire and hold conservation easements;

NOW THEREFORE, in consideration of the mutual covenants contained herein, Grantor does hereby convey to The Nature Conservancy, a District of Columbia non-profit corporation with offices at 1815 North Lynn Street, Arlington, Virginia, its successors and assigns, a conservation easement in perpetuity consisting of the rights hereinafter enumerated, over and across Grantor's Land (hereinafter referred to as the "Conservation Easement").

1. Purpose. It is the purpose of this Conservation Easement to preserve and protect in perpetuity and to enhance and restore the significant relatively natural habitat and natural ecosystems of Grantor's Land. Specifically, and without limitation of the general purposes, it is the purpose hereof to preserve, protect, and enhance the wintering range and other native wildlife habitat on Grantor's Land. In so doing, it is the purpose of this Conservation Easement to permit the continuation on Grantor's Land of such ranching and agricultural uses as are consistent with the conservation purposes of this Conservation Easement.

2. Easement Documentation Report. The parties acknowledge that an Easement Documentation Report ("Report") for Grantor's Land has been prepared by a competent naturalist familiar with the environs, a copy of which shall be attached as an exhibit to and incorporated in this Conservation Easement following recordation of this Conservation Easement. Further, each of the parties has received a copy of the Report and has it on file at their respective addresses. The Report has been reviewed and approved by the Conservancy and Grantor as an accurate representation of the biological and physical condition of Grantor's Land at the time of this grant. Notwithstanding the foregoing, in the event a controversy arises with respect to the nature of the biological and/or physical condition of Grantor's Land, the parties shall not be foreclosed from utilizing any and all other relevant documents, surveys, reports, or other information in the resolution of the controversy.

3. Conservancy's Rights. The rights conveyed to the Conservancy by this Conservation Easement are the following:

A. To identify, to preserve and protect in perpetuity and to enhance, by mutual agreement, the significant relatively natural habitat for plants and wildlife and similar ecosystems on Grantor's Land.

B. To enter upon Grantor's Land to enforce the rights herein granted, to study and make scientific observations of its ecosystems, and to determine whether Grantor's activities are in compliance with the terms of this Conservation Easement, all upon reasonable prior notice to Grantor, and in a manner that will not unreasonably interfere with the use being made of Grantor's Land, consistent with this Conservation Easement, at the time of such entry. The Conservancy shall also have the right of immediate entry to Grantor's Land if, in the Conservancy's sole judgment, such entry is necessary to prevent damage to or the destruction of the conservation purposes of this Conservation Easement, which will be reasonably exercised and will take into account Grantor's right to engage in residential, recreational, ranching and agricultural activities as set out in paragraph 1 hereof.

C. To enjoin any activity on, or use of, Grantor's Land which is inconsistent with the Conservation Easement and to enforce the restoration of such areas or features of Grantor's Land as may be damaged by such activities.

4. Grantor's Rights. The following uses and practices, though not an exhaustive recital of consistent uses and practices, are consistent with this Conservation Easement, and these practices may not be prevented or limited by this Conservation Easement except for the requirement of or prior approval from the Conservancy where provided herein:

A. To pasture and graze domestic livestock; provided (1) that range shall be maintained in a "good to excellent" condition as determined by the standards of the U.S.D.A. Soil Conservation Service; (2) further, that such grazing shall not adversely affect the wintering habitat for elk and mule deer or the other significant relatively natural habitat for plants, wildlife, and similar ecosystems on Grantor's Land.

B. To continue residential, recreational, ranching and agricultural activity on Grantor's Land which shall specifically include the right to lease pasture for grazing purposes only, and the right to drive recreational and/or ranch vehicles anywhere on Grantor's Land, as necessary for the uses of Grantor's Land permitted herein.

C. To engage in reasonable recreational activities on Grantor's Land in a fashion that does not negatively impact the purposes of this Conservation Easement.

D. To build, maintain, and repair perimeter and other fencing related to the residential, recreational, ranching and agricultural uses permitted herein, provided that fencing shall be constructed so as not to exclude or unduly restrict wildlife movement to and from historical use areas located on or off of

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Grantor's Land.

E. To maintain, repair, and, in the event of its destruction, to reconstruct or replace any building or irrigation structure now existing or permitted herein with another of similar size, function, capacity, location, and materials.

F. To construct new agricultural or irrigation structures as necessary for the agricultural and livestock activities permitted herein.

G. To construct util y systems within existing easements or rights of way and to, maintain, repair, and construct such utility systems and roads as are necessary for the uses of Grantor's Land permitted herein.

H. To construct one, and only one, residential building and necessary accessory structures.

I. To plant and maintain native species and plant communities to protect, preserve, and enhance the aesthetic and wildlife habitat values of Grantor's Land, and for ranching and agricultural purposes; and to conduct prescribed burns in conjunction with the Conservancy for those purposes.

J. To use agrichemicals, including but not limited to fertilizers, only in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable ranching and agricultural purposes, it being understood and agreed that the use of such chemicals shall in all cases be conducted in such a manner as to minimize any adverse effects upon the underlying natural habitat values and surface or subsurface water resources of Grantor's Land.

K. To selectively harvest standing timber for residential, recreational, ranching and agricultural purposes permitted herein.

L. To restore, abandon or re-seed existing roadways on Grantor's Land, using only native species.

5. Notice. Grantor shall not undertake any activity pursuant to the underlined portions of provisions F, G and H without first having notified the Conservancy as provided herein. Prior to the commencement or undertaking of any such activity, Grantor shall send the Conservancy written notice of the intention to commence or undertake such activity. Said notice shall inform the Conservancy of all aspects of such proposed activity including, but not limited to, the nature, siting, size, capacity, and number of improvements, facilities, or uses.

Said notice shall be sent by registered or certified mail, return receipt requested, and shall be addressed to the Conservancy's Western Regional Attorney, 2060 Broadway, Suite 230, Boulder, Colorado 80302 with a copy to the Conservancy's Wyoming Field Office, 258 Main Street, Lander, Wyoming 82520, or to such other address as Grantor may be from time to time informed of in writing by the Conservancy.

The Conservancy shall have thirty (30) days from the posting of such notice, as indicated by the registered or certified return receipt, to review the proposed activity and to notify Grantor of its objections thereto. Such objections, if any, shall be based upon the Conservancy's opinion that the proposed activity is inconsistent with this Conservation Easement. Said notice shall inform Grantor of the manner in which the proposed activity can be modified to be consistent with this Conservation Easement. The proposed activity may thereafter be conducted only in a manner that is mutually acceptable to Grantor and the Conservancy.

The Conservancy's response to Grantor's notice shall be sent by registered or certified mail, return receipt requested, to Grantor at PO Box 86, Clancy, Montana 59634, or to such other address as the Conservancy from time to time may be informed of in writing by Grantor.

Should the Conservancy fail to post its response to Grantor's notice within thirty (30) days of the posting of said notice, the proposed activity shall automatically be deemed consistent with the terms of this Conservation Easement, the Conservancy having no further right to object to the activity identified by such notice.

Grantor shall be under no liability or obligation for any failure in the giving of notice as required above with regard to any activity undertaken by Grantor necessitated by virtue of fire, flood, act of God, or other element, or cause beyond the control of Grantor similar to those hereinabove specified.

6. Prohibited Activities. The following uses and practices by Grantor are inconsistent with the purpose of this Conservation Easement, and shall be prohibited:

A. The change, disturbance, alteration, or impairment of the significant relatively natural habitat for plants, wildlife, or similar ecosystems within and upon Grantor's Land, except as provided herein.

B. The construction or placement of any buildings, camping accommodations, mobile homes, boat ramps, bridges, billboards, or other advertising materials or any structures,

except as expressly provided herein.

C. The removal, destruction, or cutting of native vegetation, except by grazing as expressly provided herein.

D. The use of agrichemicals other than for the control of noxious weeds and/or pests, except as provided herein.

E. The construction of any roads or vehicle trails, except as provided herein.

F. The trapping of animals and the hunting of any non-game animals, except as herein provided.

G. The exploration for or extraction of minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, or other materials on or below the surface of Grantor's Land, with the exception of any exploration or extraction of such materials as may be necessary and permissible for activities as specified and permitted by this Conservation Easement, including, but not limited to protection of Grantor's Land through riverbank stabilization, and as necessary for the other permissible activities provided herein.

H. The division, subdivision, or de facto subdivision of Grantor's Land; provided, however, that Grantor may convey a portion or portions of Grantor's Land to either of the two adjoining property owners whose properties are encumbered by conservation easements substantially in the form of this Conservation Easement. A description of the three encumbered properties is attached hereto as Exhibit B. In that event, an amendment to each conservation easement shall be recorded, such that the property so conveyed would be removed from the terms of this Conservation Easement and made subject to the terms of the adjoining conservation easement instead.

I. The use of any motorized vehicles off roadways now existing or new roadways as permitted herein, except for those residential, recreational, ranching and agricultural purposes permitted herein.

J. The establishment or maintenance of any commercial feed lot, which shall be defined for purposes of this agreement as a permanently constructed confined area or facility within which the land is not grazed or cropped annually, for purposes of engaging in the business of the reception and feeding of livestock for hire.

K. The dumping or other disposal of toxic materials or of non-compostable refuse.

L. The manipulation, diversion, or other alteration of natural water courses, wetlands, or other bodies of water or any practice which degrades or destabilizes their natural banks or shorelines, except such projects as may specifically be approved and permitted by the appropriate local, state, and federal authority.

M. The degradation, pollution, or drainage of any surface or sub-surface water.

N. Any change in the topography of Grantor's Land through the placement therein of soil, land fill, dredging spoils, or other material, except as incidental and necessary to the activities permitted herein.

O. The harvest of timber or collection of firewood, except as otherwise provided herein.

P. Any commercial or industrial use, except indoor home occupations, and except the ranching and agricultural uses permitted herein.

Q. The feeding of big game species or other wild animals, except the responsible wildlife management activities carried out by the Wyoming Department of Game and Fish with the consent of the Grantor and the Conservancy.

7. Remedies and Enforcement. Should Grantor undertake any activity requiring approval of the Conservancy without or in advance of securing such approval, or undertake any activity in violation of the terms of this Conservation Easement, the Conservancy shall have the right to force the restoration of that portion of Grantor's Land affected by such activity to the condition that existed prior to the undertaking of such unauthorized activity. In such case, the prevailing party shall be entitled to its costs of suit, including attorneys' fees, and, if the Conservancy prevails, the cost of such restoration. In the event that redress is secured without a completed judicial proceeding, the parties shall each be liable for their respective costs of suit. Nothing herein contained shall be construed to preclude Grantor from exhausting his legal remedies in determining whether the proposed activity to which the Conservancy has objected is inconsistent with the Conservation Easement.

Enforcement of the terms and provisions of this Conservation Easement shall be at the discretion of the Conservancy. Any forbearance on behalf of the Conservancy to exercise its rights herein in the event of any breach by Grantor shall not be deemed or construed to be a waiver of the Conservancy's rights herein, in the event of any subsequent breach.

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8. Taxes and Costs. Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on Grantor's Land, including any tax or assessment on the easement herein granted, and to bear all costs of his operation, upkeep, and maintenance of Grantor's Land, and does hereby indemnify the Conservancy therefrom.

9. Change in Conditions.

A. It is the intention of the parties that the conservation purposes of this Conservation Easement shall be carried out in perpetuity. In the event that a later unexpected change in the conditions of or surrounding the Grantor's Land makes impossible or impractical its continued use for the conservation purposes described herein and the restrictions are extinguished by judicial proceeding and Grantor's Land is subsequently sold, exchanged, or condemned, the Conservancy will apply its share, determined as set forth below, of any proceeds received from such sale, exchange or taking, in a manner consistent with the conservation purposes of this Conservation Easement or for the protection of a "relatively natural" habitat of fish, wildlife or plants or similar ecosystems, as that phrase is used in P. L. Public Law, 96-541, 26 U.S.C. 170 (L)(4)(a)(ii), as amended, and in the regulation promulgated under such statute.

B. The Grantor agrees that the donation of a perpetual Conservation Easement gives rise to a property right immediately vested in the Conservancy, with a fair market value that is at least equal to the proportionate value that the Conservation Easement, at the time of the gift, bears to the value of Grantor's Land at that time. Grantor and the Conservancy have agreed in a separate writing as to such proportionate value, which for purposes of this paragraph, shall remain constant. Accordingly, if a change in conditions gives rise to the extinguishment of time restrictions of this Conservation Easement, the Conservancy on subsequent sale, exchange or taking of Grantor's land, shall be entitled to a portion of the proceeds at least equal to that proportionate value of the Conservation Easement unless state law provides that the Grantor is entitled to the full proceeds from the conversion without regard to the terms of the prior perpetual conservation restrictions.

10. Access. Nothing herein contained shall be construed as affording the public access to any portion of the land subject to this Conservation Easement.

11. Amendments. If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and the Conservancy may by mutual written agreement jointly amend this Conservation Easement; provided that no amendment shall be made that will adversely affect the

qualification of this Conservation Easement or the status of the Conservancy under any applicable laws, including Section 170 (h)(3) and 501 (c)(3) of the Internal Revenue Code of 1986. Any such amendment shall be consistent with the purpose of this Easement, shall not affect its perpetual duration, shall not permit additional residential development on Grantor's Land other than residential development permitted by this Conservation Easement on its effective date, and shall not permit any impairment of the significant conservation values of Grantor's Land. Nothing in this paragraph shall require Grantor or the Conservancy to agree to any amendment or to consult or negotiate regarding any amendment.

12. Appurtenant. The Conservation Easement granted herein is appurtenant to certain real property owned by the Conservancy and more particularly described in Exhibit C, attached hereto and made a part hereof by this reference.

13. Assignment. The Conservancy may not assign this Conservation Easement to any organization without Grantor's consent, which approval shall not be unreasonably withheld.

14. Binding Effect. This Conservation Easement shall run with and burden title to Grantor's Land in perpetuity, and shall bind Grantor, and his heirs, administrators, personal representatives, successors, and assigns.

15. Definitions. The terms "Grantor" and "Conservancy," wherever used herein, and any pronouns used in place of those terms, shall be deemed to include, respectively, Grantor and her heirs, personal representatives, executors, administrators, successors, and assigns, and the Conservancy, its successors and assigns.

16. Invalidity of Provision. If any provision of this Deed of Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of the Deed of Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

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

Beatrice C. Rizza
BEATRICE C. RIZZA

THE NATURE CONSERVANCY
By Ben C. Pierce
Its Wyoming State Director

STATE OF WYOMING)
~~Fetra~~ Sublette) ss.
County of ~~Sublette~~)

I, Janet R Britt, a Notary Public, hereby certify that on the 18 day of November, 1993, personally appeared before me, Beatrice C. Rizza, who being by me first duly sworn, declared tha she signed the foregoing document and has executed the same as her free act and deed.

WITNESS my hand and seal.

JANET R. BRITT, NOTARY PUBLIC
COUNTY OF FREMONT STATE OF WYOMING
MY COMMISSION EXPIRES 2-22-97

Janet R Britt
Notary Public

My commission expires: 2-22-97

I, Janet R Britt, a Notary Public, hereby certify that on the 18 day of November, 1993, personally appeared before me, Ben C. Pierce, representative of the Nature Conservancy, who being by me first duly sworn, declared that he signed the foregoing document and has executed the same as his free act and deed.

WITNESS my hand and seal.

Janet R Britt
Notary Public

My commission expires: 2-22-97

JANET R. BRITT, NOTARY PUBLIC
COUNTY OF FREMONT STATE OF WYOMING
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LEGAL DESCRIPTION

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Township 36 North, Range 112 West of the 6th P.M., Sublette County, Wyoming

Section 1: Lots 3, 4, S/2NW/4, N/2SW/4, SW/4SW/4 excepting from the SW/4SW/4 that portion lying and being South and West of U. S. Highway 187

Section 2: SE/4SE/4NE/4, NE/4SE/4 excepting therefrom that portion lying and being South and West of U. S. Highway 187 and further excepting therefrom that portion conveyed by Warranty Deed recorded August 11, 1971 in Book 15 of Deeds, Page 278

Township 37 North, Range 111 West of the 6th P.M., Sublette County, Wyoming

Section 33: E/2, excepting therefrom a tract of land beginning at the northwest corner of the NE/4, going east along the north section line of Section 33, 1,210 feet; thence south 900 feet; thence west 1,210 feet; thence north 900 feet to the point of beginning.

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Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 20, 21, 22, 23, 24, 44, 45, 46, 47, 48, 49, 50, 51, 52, and 53 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

EXHIBIT C

Beginning at the SE Corner of the SW¼, which is also described as the SE Corner of Lot 53, Section 33, Township 37 North, Range 111 West of the 6th P.M., Sublette County, Wyoming, which point may also be described as being the midway point of Section 33 on a line separating Township 36 North and Township 37 North, then by metes and bounds as follows:

208.71 feet due West, thence 208.71 feet due North, thence 208.71 feet due East, thence 208.71 feet due South to THE POINT OF BEGINNING.

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DEED OF CONSERVATION EASEMENT
(Upper Green River - Rizza/2)

THIS GRANT DEED OF CONSERVATION EASEMENT made this 18th day of November, 1993 by BEATRICE C. RIZZA of P.O. Box 86, Clancy, Montana 59634 (hereinafter referred to as "Grantor"), and THE NATURE CONSERVANCY, a District of Columbia non-profit corporation (hereinafter referred to as the "Conservancy"),

WITNESSETH THAT:

WHEREAS, Grantor is the owner of certain real property in Sublette County, Wyoming, more particularly described in Exhibit A hereto (hereinafter referred to as the "Grantor's Land"); and

WHEREAS, Grantor's Land currently remains in a substantially undisturbed, natural state and has significant ecological and open-space values; and

WHEREAS, Grantor's Land is a valuable element of the Upper Green River drainage, which includes Grantor's Land, the Green River, its wetlands, and the aesthetic and ecological values thereof, including flora, fauna, and soils; and

WHEREAS, Grantor's Land provides significant relatively natural habitat for native wildlife and plants, including winter range for elk, mule deer and bald eagles; and

WHEREAS, Grantor's Land includes a significant migration corridor for ungulate species; and

WHEREAS, the protection of the ecological features and elements of Grantor's Land will contribute to the ecological integrity of the Green River and of the Bridger-Teton National Forest; and

WHEREAS, all of the natural elements and ecological and open-space values on Grantor's Land are of great importance to Grantor and the Conservancy and to the people of the State of Wyoming, and are worthy of preservation; and

WHEREAS, Grantor, as owner in fee of Grantors' Land, owns the affirmative rights to identify, to preserve and protect in perpetuity, and to enhance and restore the native species, natural features, and processes of Grantor's Land; and

WHEREAS, Grantor desires and intends to transfer such rights to the Conservancy; and

244166

l:\wyfo\upper green river\rizza2\conease.1
November 17, 1993

RECORDED Nov. 19, 1993 12:40 PM
IN BOOK 62 misc PAGE 289
FEES 30.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

WHEREAS, the Conservancy is organized to preserve and protect natural areas and ecologically significant land for aesthetic, scientific, charitable, and educational purposes, and is qualified under Section 170(h)(3) of the Internal Revenue Code of 1954, as amended, to acquire and hold conservation easements;

NOW THEREFORE, in consideration of the mutual covenants contained herein, Grantor does hereby convey to The Nature Conservancy, a District of Columbia non-profit corporation with offices at 1815 North Lynn Street, Arlington, Virginia, its successors and assigns, a conservation easement in perpetuity consisting of the rights hereinafter enumerated, over and across Grantor's Land (hereinafter referred to as the "Conservation Easement").

1. Purpose. It is the purpose of this Conservation Easement to preserve and protect in perpetuity and to enhance and restore the significant relatively natural habitat and natural ecosystems of Grantor's Land. Specifically, and without limitation of the general purposes, it is the purpose hereof to preserve, protect, and enhance the wintering range and other native wildlife habitat on Grantor's Land. In so doing, it is the purpose of this Conservation Easement to permit the continuation on Grantor's Land of such ranching and agricultural uses as are consistent with the conservation purposes of this Conservation Easement.

2. Easement Documentation Report. The parties acknowledge that an Easement Documentation Report ("Report") for Grantor's Land has been prepared by a competent naturalist familiar with the environs, a copy of which shall be attached as an exhibit to and incorporated in this Conservation Easement following recordation of this Conservation Easement. Further, each of the parties has received a copy of the Report and has it on file at their respective addresses. The Report has been reviewed and approved by the Conservancy and Grantor as an accurate representation of the biological and physical condition of Grantor's Land at the time of this grant. Notwithstanding the foregoing, in the event a controversy arises with respect to the nature of the biological and/or physical condition of Grantor's Land, the parties shall not be foreclosed from utilizing any and all other relevant documents, surveys, reports, or other information in the resolution of the controversy.

3. Conservancy's Rights. The rights conveyed to the Conservancy by this Conservation Easement are the following:

A. To identify, to preserve and protect in perpetuity and to enhance, by mutual agreement, the significant relatively natural habitat for plants and wildlife and similar ecosystems on Grantor's Land.

B. To enter upon Grantor's Land to enforce the rights herein granted, to study and make scientific observations of its ecosystems, and to determine whether Grantor's activities are in compliance with the terms of this Conservation Easement, all upon reasonable prior notice to Grantor, and in a manner that will not unreasonably interfere with the use being made of Grantor's Land, consistent with this Conservation Easement, at the time of such entry. The Conservancy shall also have the right of immediate entry to Grantor's Land if, in the Conservancy's sole judgment, such entry is necessary to prevent damage to or the destruction of the conservation purposes of this Conservation Easement, which will be reasonably exercised and will take into account Grantor's right to engage in residential, recreational, ranching and agricultural activities as set out in paragraph 1 hereof.

C. To enjoin any activity on, or use of, Grantor's Land which is inconsistent with the Conservation Easement and to enforce the restoration of such areas or features of Grantor's Land as may be damaged by such activities.

4. Grantor's Rights. The following uses and practices, though not an exhaustive recital of consistent uses and practices, are consistent with this Conservation Easement, and these practices may not be prevented or limited by this Conservation Easement except for the requirement of or prior approval from the Conservancy where provided herein:

A. To construct a principal residence, and accessory structures, at any location on Grantor's Land.

B. To pasture and graze domestic livestock; provided (1) that range shall be maintained in a "good to excellent" condition as determined by the standards of the U.S.D.A. Soil Conservation Service; (2) further, that such grazing shall not adversely affect the wintering habitat for elk and mule deer or the other significant relatively natural habitat for plants, wildlife, and similar ecosystems on Grantor's Land.

C. To continue residential, recreational, ranching and agricultural activity on Grantor's Land which shall specifically include the right to lease pasture for grazing purposes only, and the right to drive recreational and/or ranch vehicles anywhere on Grantor's Land, as necessary for the uses of Grantor's Land permitted herein.

D. To engage in reasonable recreational activities on Grantor's Land in a fashion that does not negatively impact the purposes of this Conservation Easement.

E. To build, maintain, and repair perimeter and other fencing related to the residential, recreational and ranching

uses permitted herein, provided that fencing shall be constructed so as not to exclude or unduly restrict wildlife movement to and from historical use areas located on or off of Grantor's Land.

F. To maintain, repair, and, in the event of its destruction, to reconstruct or replace any building or irrigation structure now existing or permitted herein with another of similar size, function, capacity, location, and materials.

G. To construct new agricultural or irrigation structures as necessary for the agricultural and livestock activities permitted herein.

H. To construct utility systems within existing easements or rights of way and to, maintain, repair, and construct such utility systems and roads as are necessary for the uses of Grantor's Land permitted herein.

I. To construct one additional residential building and accessory structures, at any location on Grantor's Land.

J. To construct one new garage in close proximity to Highway 191.

K. To plant and maintain native species and plant communities to protect, preserve, and enhance the aesthetic and wildlife habitat values of Grantor's Land, and for ranching and agricultural purposes; and to conduct prescribed burns in conjunction with the Conservancy for those purposes.

L. To use agrichemicals, including but not limited to fertilizers, only in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable ranching and agricultural purposes, it being understood and agreed that the use of such chemicals shall in all cases be conducted in such a manner as to minimize any adverse effects upon the underlying natural habitat values and surface or subsurface water resources of Grantor's Land.

M. To selectively harvest standing timber for residential, recreational, ranching and agricultural purposes permitted herein.

N. To restore, abandon or re-seed existing roadways on Grantor's Land, using only native species.

5. Notice. Grantor shall not undertake any activity pursuant to the underlined portions of provisions G, H, I or J without first having notified the Conservancy as provided herein. Prior to the commencement or undertaking of any such activity, Grantor shall send the Conservancy written notice of the

intention to commence or undertake such activity. Said notice shall inform the Conservancy of all aspects of such proposed activity including, but not limited to, the nature, siting, size, capacity, and number of improvements, facilities, or uses.

Said notice shall be sent by registered or certified mail, return receipt requested, and shall be addressed to the Conservancy's Western Regional Attorney, 2060 Broadway, Suite 230, Boulder, Colorado 80302 with a copy to the Conservancy's Wyoming Field Office, 258 Main Street, Lander, Wyoming 82520, or to such other address as Grantor may be from time to time informed of in writing by the Conservancy.

The Conservancy shall have thirty (30) days from the posting of such notice, as indicated by the registered or certified return receipt, to review the proposed activity and to notify Grantor of its objections thereto. Such objections, if any, shall be based upon the Conservancy's opinion that the proposed activity is inconsistent with this Conservation Easement. Said notice shall inform Grantor of the manner in which the proposed activity can be modified to be consistent with this Conservation Easement. The proposed activity may thereafter be conducted only in a manner that is mutually acceptable to Grantor and the Conservancy.

The Conservancy's response to Grantor's notice shall be sent by registered or certified mail, return receipt requested, to Grantor at PO Box 86, Clancy, Montana 59634, or to such other address as the Conservancy from time to time may be informed of in writing by Grantor.

Should the Conservancy fail to post its response to Grantor's notice within thirty (30) days of the posting of said notice, the proposed activity shall automatically be deemed consistent with the terms of this Conservation Easement, the Conservancy having no further right to object to the activity identified by such notice.

Grantor shall be under no liability or obligation for any failure in the giving of notice as required above with regard to any activity undertaken by Grantor necessitated by virtue of fire, flood, act of God, or other element, or cause beyond the control of Grantor similar to those hereinabove specified.

6. Prohibited Activities. The following uses and practices by Grantor are inconsistent with the purpose of this Conservation Easement, and shall be prohibited:

A. The change, disturbance, alteration, or impairment of the significant relatively natural habitat for plants,

wildlife, or similar ecosystems within and upon Grantor's Land, except as provided herein.

B. The construction or placement of any buildings, camping accommodations, mobile homes, boat ramps, bridges, billboards, or other advertising materials or any structures, except as expressly provided herein.

C. The removal, destruction, or cutting of native vegetation, except by grazing as expressly provided herein.

D. The use of agrichemicals other than for the control of noxious weeds and/or pests, except as provided herein.

E. The construction of any roads or vehicle trails, except as provided herein.

F. The trapping of animals and the hunting of any non-game animals, except as herein provided.

G. The exploration for or extraction of minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, or other materials on or below the surface of Grantor's Land, with the exception of any exploration or extraction of such materials as may be necessary and permissible for activities as specified and permitted by this Conservation Easement, including, but not limited to protection of Grantor's Land through riverbank stabilization, and as necessary for the other permissible activities provided herein.

H. The division, subdivision, or de facto subdivision of Grantor's Land; provided, however, that Grantor may convey a portion or portions of Grantor's Land to either of the two adjoining property owners whose properties are encumbered by conservation easements substantially in the form of this Conservation Easement. A description of the three encumbered properties is attached hereto as Exhibit B. In that event, an amendment to each conservation easement shall be recorded, such that the property so conveyed would be removed from the terms of this Conservation Easement and made subject to the terms of the adjoining conservation easement instead.

I. The use of any motorized vehicles off roadways now existing or new roadways as permitted herein, except for those residential, recreational, ranching and agricultural purposes permitted herein.

J. The establishment or maintenance of any commercial feed lot, which shall be defined for purposes of this agreement as a permanently constructed confined area or facility within which the land is not grazed or cropped annually, for purposes of

engaging in the business of the reception and feeding of livestock for hire.

K. The dumping or other disposal of toxic materials or of non-compostable refuse.

L. The manipulation, diversion, or other alteration of natural water courses, wetlands, or other bodies of water or any practice which degrades or destabilizes their natural banks or shorelines, except such projects as may specifically be approved and permitted by the appropriate local, state, and federal authority.

M. The degradation, pollution, or drainage of any surface or sub-surface water.

N. Any change in the topography of Gr[illegible]or's Land through the placement therein of soil, land fill, dredging spoils, or other material, except as incidental and necessary to the activities permitted herein.

O. The harvest of timber or collection of firewood, except as otherwise provided herein.

P. Any commercial or industrial use, except indoor home occupations, and except the ranching and agricultural uses permitted herein.

Q. The feeding of big game species or other wild animals, except the responsible wildlife management activities carried out by the Wyoming Department of Game and Fish with the consent of the Grantor and the Conservancy.

7. Remedies and Enforcement. Should Grantor undertake any activity requiring approval of the Conservancy without or in advance of securing such approval, or undertake any activity in violation of the terms of this Conservation Easement, the Conservancy shall have the right to force the restoration of that portion of Grantor's Land affected by such activity to the condition that existed prior to the undertaking of such unauthorized activity. In such case, the prevailing party shall be entitled to its costs of suit, including attorneys' fees, and, if the Conservancy prevails, the cost of such restoration. In the event that redress is secured without a completed judicial proceeding, the parties shall each be liable for their respective costs of suit. Nothing herein contained shall be construed to preclude Grantor from exhausting his legal remedies in determining whether the proposed activity to which the Conservancy has objected is inconsistent with the Conservation Easement.

Enforcement of the terms and provisions of this Conservation Easement shall be at the discretion of the Conservancy. Any forbearance on behalf of the Conservancy to exercise its rights herein in the event of any breach by Grantor shall not be deemed or construed to be a waiver of the Conservancy's rights herein, in the event of any subsequent breach.

8. Taxes and Costs. Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on Grantor's Land, including any tax or assessment on the easement herein granted, and to bear all costs of his operation, upkeep, and maintenance of Grantor's Land, and does hereby indemnify the Conservancy therefrom.

9. Change in Conditions.

A. It is the intention of the parties that the conservation purposes of this Conservation Easement shall be carried out in perpetuity. In the event that a later unexpected change in the conditions of or surrounding the Grantor's Land makes impossible or impractical its continued use for the conservation purposes described herein and the restrictions are extinguished by judicial proceeding and Grantor's Land is subsequently sold, exchanged, or condemned, the Conservancy will apply its share, determined as set forth below, of any proceeds received from such sale, exchange or taking, in a manner consistent with the conservation purposes of this Conservation Easement or for the protection of a "relatively natural" habitat of fish, wildlife or plants or similar ecosystems, as that phrase is used in P. L. Public Law, 96-541, 26 U.S.C. 170 (L)(4)(a)(ii), as amended, and in the regulation promulgated under such statute.

B. The Grantor agrees that the donation of a perpetual Conservation Easement gives rise to a property right immediately vested in the Conservancy, with a fair market value that is at least equal to the proportionate value that the Conservation Easement, at the time of the gift, bears to the value of Grantor's Land at that time. Grantor and the Conservancy have agreed in a separate writing as to such proportionate value, which for purposes of this paragraph, shall remain constant. Accordingly, if a change in conditions gives rise to the extinguishment of time restrictions of this Conservation Easement, the Conservancy on subsequent sale, exchange or taking of Grantor's land, shall be entitled to a portion of the proceeds at least equal to that proportionate value of the Conservation Easement unless state law provides that the Grantor is entitled to the full proceeds from the conversion without regard to the terms of the prior perpetual conservation restrictions.

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10. Access. Nothing herein contained shall be construed as affording the public access to any portion of the land subject to this Conservation Easement.

11. Amendments. If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and the Conservancy may by mutual written agreement jointly amend this Conservation Easement; provided that no amendment shall be made that will adversely affect the qualification of this Conservation Easement or the status of the Conservancy under any applicable laws, including Section 170(h)(3) and 501(c)(3) of the Internal Revenue Code of 1986. Any such amendment shall be consistent with the purpose of this Easement, shall not affect its perpetual duration, shall not permit additional residential development on Grantor's Land other than residential development permitted by this Conservation Easement on its effective date, and shall not permit any impairment of the significant conservation values of Grantor's Land. Nothing in this paragraph shall require Grantor or the Conservancy to agree to any amendment or to consult or negotiate regarding any amendment.

12. Appurtenant. The Conservation Easement granted herein is appurtenant to certain real property owned by the Conservancy and more particularly described in Exhibit C, attached hereto and made a part hereof by this reference.

13. Assignment. The Conservancy may not assign this Conservation Easement to any organization without Grantor's consent, which approval shall not be unreasonably withheld.

14. Binding Effect. This Conservation Easement shall run with and burden title to Grantor's Land in perpetuity, and shall bind Grantor, and his heirs, administrators, personal representatives, successors, and assigns.

15. Definitions. The terms "Grantor" and "Conservancy," wherever used herein, and any pronouns used in place of those terms, shall be deemed to include, respectively, Grantor and her heirs, personal representatives, executors, administrators, successors, and assigns, and the Conservancy, its successors and assigns.

16. Invalidity of Provision. If any provision of this Deed of Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of the Deed of Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

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

Beatrice C. Rizza
BEATRICE C. RIZZA

THE NATURE CONSERVANCY
By Ben C. Pierce
Its Wyoming State Director

STATE OF WYOMING)
~~Teton~~ Sublette) ss.
County of ~~Sub~~lette)

I, Janet R Britt, a Notary Public, hereby certify that on the 18 day of November, 1993, personally appeared before me, Beatrice C. Rizza, who being by me first duly sworn, declared that she signed the foregoing document and has executed the same as her free act and deed.

WITNESS my hand and seal.

JANET R. BRITT, NOTARY PUBLIC
COUNTY OF FREMONT STATE OF WYOMING
MY COMMISSION EXPIRES 2-22-97

Janet R Britt
Notary Public

My commission expires: 2-22-97

I, Janet R Britt, a Notary Public, hereby certify that on the 18 day of November, 1993, personally appeared before me, Ben C. Pierce, representative of the Nature Conservancy, who being by me first duly sworn, declared that he signed the foregoing document and has executed the same as his free act and deed.

WITNESS my hand and seal.

Janet R Britt
Notary Public

My commission expires: 2-22-97

JANET R. BRITT, NOTARY PUBLIC
COUNTY OF FREMONT STATE OF WYOMING
MY COMMISSION EXPIRES 2-22-97

EXHIBIT A

LEGAL DESCRIPTION

Lots 14, 17, 18, 19, 25, 26, 27, 28, 29, 35, 37, 38, 39, 40, 41, 42, and 43 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.

EXHIBIT B

Eshelman Property

Township 36 North, Range 112 West of the 6th P.M., Sublette County, Wyoming

Section 1: Lots 3, 4, S/2NW/4, N/2SW/4, SW/4SW/4 excepting from the SW/4SW/4 that portion lying and being South and West of U. S. Highway 187

Section 2: SE/4SE/4NE/4, NE/4SE/4 excepting therefrom that portion lying and being South and West of U. S. Highway 187 and further excepting therefrom that portion conveyed by Warranty Deed recorded August 11, 1971 in Book 15 of Deeds, Page 278

Township 37 North, Range 111 West of the 6th P.M., Sublette County, Wyoming

Section 33: E/2, excepting therefrom a tract of land beginning at the northwest corner of the NE/4, going east along the north section line of Section 33, 1,210 feet; thence south 900 feet; thence west 1,210 feet; thence north 900 feet to the point of beginning.

Rizza Property

Lots 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

Lots 14, 17, 18, 19, 25, 26, 27, 28, 29, 35, 37, 38, 39, 40, 41, 42, and 43 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

Smith Property

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 20, 21, 22, 23, 24, 44, 45, 46, 47, 48, 49, 50, 51, 52, and 53 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

EXHIBIT C

Beginning at the SE Corner of the SW¼, which is also described as the SE Corner of Lot 53, Section 33, Township 37 North, Range 111 West of the 6th P.M., Sublette County, Wyoming, which point may also be described as being the midway point of Section 33 on a line separating Township 36 North and Township 37 North, then by metes and bounds as follows:

208.71 feet due West, thence 208.71 feet due North, thence 208.71 feet due East, thence 208.71 feet due South to THE POINT OF BEGINNING.

SUBORDINATION AGREEMENT
(Subordination of Smith Right of First Refusal
to Conservancy Conservation Easement)

This **SUBORDINATION AGREEMENT** is executed this 18th day of November, 1993, by TUCKER W. SMITH and JEAN T. SMITH, husband and wife, 12806 US Highway 191, Pinedale, WY 82941 (the "Smiths") for the benefit of THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, 1815 N. Lynn Street, Arlington, Virginia 22209 (the "Conservancy").

Whereas, the Smiths are the owners and grantees of a Right of Fist Refusal executed by Joseph Rizza and Bea Rizza, husband and wife, (the "Rizzas") as contained in the instrument recorded December 23, 1992 in Book 61 of Misc., Page 125, of the records of Sublette County, Wyoming (the "Right of First Refusal"); and

Whereas, the Rizzas have granted two Conservation Easements to and for the benefit of the Conservancy, which were recorded on Nov. 19, 1993, 1993, at Bk 62 Misc Pg. 276 of the records of Sublette County, Wyoming and Nov. 19, 1993, 1993, at Bk 62 misc pg. 289 of the records of Sublette County, Wyoming (the "Conservation Easements"); and

Whereas, the parties intend that the property described in the Conservation Easements remain subject to the terms of the Conservation Easements, and prior in right to the Right of First Refusal and the interest of the Smiths contained therein;

Now therefore, the Smiths hereby subordinate their interest in the Right of First Refusal, and make that interest subject to the interest of the Conservancy and terms of the Conservation Easement.

IN WITNESS WHEREOF, the Smiths have set their hand this 18 day of November, 1993.

Tucker W. Smith

Jean T. Smith

STATE OF WYOMING)
)ss.
COUNTY OF ~~Fremont~~ Sublette)

On this 18 day of November, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared Tucker W. Smith and Jean T. Smith, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.
[SEAL]

Janet R Britt
Notary Public

My Commission expires on Feb. 22, 1997.

JANET R. BRITT, NOTARY PUBLIC
COUNTY OF FREMONT STATE OF WYOMING
MY COMMISSION EXPIRES 2-22-97

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244167

RECORDED Nov. 19, 1993 12:40p
IN BOOK 62 Misc PAGE 302
FEES 4.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

KNOW ALL MEN BY THESE PRESENTS: THAT JOHN R. SKORCZ AND LILLA K. SKORCZ, HUSBAND AND WIFE, DONALD D. SKORCZ AND VIRGINIA G. SKORCZ, HUSBAND AND WIFE, AND RONALD G. YOUNG AND FRANCES L. YOUNG, HUSBAND AND WIFE, HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE LAND REPRESENTED ON THIS PLAT, KNOWN AS THE SKORCZ LOT DIVISION, SAID LAND BEING THE SW/4 SE/4, SECTION 2, TOWNSHIP 37 NORTH, RANGE 110 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SUBLETTE COUNTY, WYOMING. 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; THAT ROAD EASEMENTS WERE RESERVED FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A ROAD TWENTY-FIVE FEET (25') ON EACH SIDE OF SECTION LINES, QUARTER SECTION LINES, AND SIXTEENTH SECTION LINES, AS THEY INTERSECT THE PROPERTY. AND THAT UTILITY EASEMENTS WERE RESERVED FROM EACH PORTION OF THE PROPERTY, AS CONVEYED, FOR THE INSTALLATION AND MAINTENANCE OF ALL TYPES OF UTILITIES AND DRAINAGE FACILITIES, TOGETHER WITH REASONABLE RIGHTS OF ACCESS TO SAID EASEMENTS. SAID RESERVATIONS TO BE FOR THE BENEFIT, USE, AND ENJOYMENT OF ALL OWNERS OF THE PROPERTY AS SET FORTH BY THAT CERTAIN INSTRUMENT RECORDED ON PAGE 88, BOOK 37 OF MISCELLANEOUS.

WITNESS OUR HANDS THIS _____ DAY OF _____ , 1993.

John R. Skorcz
JOHN R. SKORCZ

Lilla K. Skorcz
LILLA K. SKORCZ

Donald D. Skorcz
DONALD D. SKORCZ

Virginia G. Skorcz
VIRGINIA G. SKORCZ

Ronald G. Young
RONALD G. YOUNG

Frances L. Young
FRANCES L. YOUNG

CZ

STATE OF WYOMING)
COUNTY OF SUBLETTE) S.S.

M[illegible] A. MITCHELSON - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES 11/19/94

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY RONALD G YOUNG AND FRANCES L. YOUNG, HUSBAND AND WIFE, THIS 28th DAY OF Oct., 1993.

WITNESS MY HAND AND OFFICIAL SEAL: Melinda M. Mitchelson
MY COMMISSION EXPIRES: 11/19/94 NOTARY PUBLIC

CERTIFICATE OF APPROVAL

PURSUANT TO SECTIONS 34-12-103 AND 34-12-104, WYOMING STATUTES, 1977, AS AMENDED, THE SKORCZ LOT DIVISION WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS ON THE 19th DAY OF October, 1993. 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

Monte B. Skinner
MONTE B. SKINNER, CHAIRMAN

Buzz Wassenberg
DONALD R. (BUZZ) WASSENBERG, COMMISSIONER

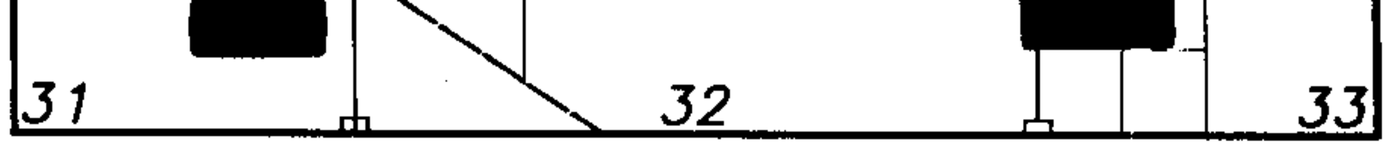
Stuart M. McKinley
STUART M. MCKINLEY, COMMISSIONER

ATTEST: Mary L. Lankford
MARY L. LANKFORD, COUNTY CLERK

244285
RECORDED Nov. 29, 1993 2:15 PM
IN BOOK 60 Misc. PAGE 303
FEES 50.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

SKORCZ LOT DIVISION

THE SW/4SE4 OF SECTION 2,
T.37 N., R.110 W.,6th P.M.,
SUBLETTE COUNTY, WYOMING



VICINITY MAP

0 2000 4000 6000

SCALE: 1" = 2000'

CERTIFICATE OF OWNER

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

I, BETTY LOU HUNT, HEREBY CERTIFY THAT I AM THE SOLE OWNER OF LOT 8, IN BIG COUNTRY RANCHES SUBDIVISION THIRD FILING, SUBLETTE COUNTY, WYOMING, AND THAT THE DIVISION OF WHICH, AS APPEARS ON THIS PLAT, IS WITH MY FREE CONSENT AND IN ACCORDANCE WITH MY DESIRES, AND THAT THIS LOT DIVISION IS SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, AND RESTRICTIONS OF RECORD.

Betty Lou Hunt
BETTY LOU HUNT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY BETTY LOU HUNT THIS 30TH DAY OF November, 1993.

WITNESS MY HAND AND OFFICIAL SEAL.

Mary L. Lankford
~~NOTARY PUBLIC~~
County Clerk

1/2/95
MY ~~COMMISSION~~ EXPIRES:
Term

THE STATE OF WYOMING
COUNTY CLERK
SUBLETTE COUNTY

CERTIFICATE OF APPROVAL

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

244312
RECORDED Nov. 30, 1993 2:30PM
IN BOOK 102 MISC PAGE 304
FEES 5.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

PURSUANT TO SUBLETTE COUNTY REGULATIONS, THE FOREGOING PLAT OF THE HUNT LOT DIVISION WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS, SUBLETTE COUNTY, WYOMING, HELD ON THE 16TH DAY OF NOVEMBER, 1993. PLAT APPROVAL DOES NOT CONSTITUTE ACCEPTANCE OF THE STREETS AND/OR ROADWAYS AS COUNTY ROADS. DESIGNATION OF COUNTY ROADS IS ONLY ACCOMPLISHED BY COMPLIANCE WITH PROVISIONS OF SECTION 24-3-101, WYOMING STATUTES, 1977, AS AMENDED.

BOARD OF COUNTY COMMISSIONERS

COUNTY OF SUBLETTE

MONTE B. SKINNER, CHAIRMAN

DONALD R. WASSENBERG, COMMISSIONER

STUART M. MCKINLEY, COMMISSIONER

MARY L. LANKFORD, COUNTY CLERK
(ATTEST)

THE STATE OF WYOMING
COUNTY CLERK
SUBLETTE COUNTY

Surveyor

veying
ming

DESIGNED BY:		SHEET 1 OF 1 SHEETS
DRAWN BY: SW		
CHECKED BY: SW		
FIELD BOOK: 14		JOB NO. #93213
11/16/93	FINAL	
11/09/93	PRELIMINARY	
DATE	DESCRIPTION/REVISION	NO.

PLAT TO ACCOMPANY
APPLICATION FOR THE

HUNT LOT DIVISION

BEING IDENTICAL TO
LOT 8, BIG COUNTRY RANCHES THIRD FILING
AS LOCATED IN THE
E1/2 SE1/4 SE1/4 OF SECTION 29, T33N-R108
SUBLETTE COUNTY, WYOMING

304

ROAD EASEMENT

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, Clyde Raines, of P.O. Box 371, LaBarge, Wyoming, 83123, hereinafter referred to as "GRANTOR" hereby grants and conveys unto MOBIL OIL CORPORATION, a New York Corporation having permit to conduct business in the State of Wyoming, whose address is P.O. Box 370, Big Piney, Wyoming, 83113, its successors and assigns, hereinafter referred to as "GRANTEE", the right of way, easement, and privilege to operate, use and maintain an existing roadway and to install and maintain such gates, cattleguards, and similar appurtenances as may be necessary or convenient to the operation of said roadway over, across, and through the following described lands located in Sublette County, Wyoming:

T-27-N,R-113-W, 6th P.M.
Section 32: SE/4SE/4
Section 33: SW/4SW/4

This RIGHT OF WAY AND EASEMENT shall be limited to the existing road on the above-described property as depicted on the plat attached as Exhibit "A" hereto. GRANTEE, its contract and service personnel, shall have the right of ingress and egress to and from the same at all times.

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 sustained by GRANTOR and arising out of the use or maintenance of said roadway; or arising from the use, acts, or operations of the GRANTEE or its permitees hereunder, except as may be caused by the negligence of the GRANTOR.

TO HAVE AND TO HOLD unto the GRANTEE, so long as said roadway is used by the GRANTEE, its contract or service personnel.

EXECUTED this 22nd day of November, 1993

244316

GRANTOR:

Clyde Raines

RECORDED Nov. 30, 1993 3:25PM
IN BOOK 62 Misc. PAGE 305
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

Before me , the undersigned, a Notary Public in and for said County and State, personally appeared CLYDE RAINES who acknowledged to me that he executed the within and foregoing instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal on this the 22nd day of November, A.D., 1993

DENNIS E. HACKLIN
Notary Public - State of Wyoming
Lincoln County, Wyoming

Notary Public

My commission expires Jan 4 - 1995

Exhibit "A"
to Road Easement dated _____, 1993
from CLYDE RAINES, Grantor, to MOBIL OIL
CORPORATION, Grantee

T-27-N, R-113-W
Sec. 32: SE/4SE/4
Sec. 33: SW/4SW/4

"Existing Road"

SUBLETTE CO
LINCOLN CO

South

Creek

Mine

Gas Well

Hogsback Spring No 1

Cedar

Prospect

Sprint

Hogsback Spring No 2

Gas Well 6968

Rainbow Camp

GAS AND OIL FIELD

Calpet

32

33

34

3

4

5

6990

6905

6837

6984

6856

6893

6838

6890

6915

6892

6815

7190

7400

7200

7000

6920

6859

88-30

74-31

25-32

77-31

68-316

28-326

TB4-66

65-8

36X-5

77-6

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 26th day of NOVEMBER, 1993, by and between **HAZEL R. HALLING,** as Seller, to **TAM J. HALLING,** as Buyer. The Seller did agree to sell and the Buyer did agree to purchase a certain tract of real property located in Sublette County, Wyoming, described as follows:

A parcel of land located in the SE¼SE¼ of Section 4, Township 37 North, Range 113 West of the 6th P.M., Sublette County, Wyoming and being more particularly described as follows:
Beginning at a point on the East line of Section 4, said point being the northeast corner of that tract of land belonging to Sublette County School District No. 5, as recorded in Book 6 of Deeds, Page 454, being monumented with a brass cap on steel T inscribed "Survey Point Do Not Disturb RLS 164," and bearing N.00°38'03"W., a distance of 463.05 feet (462.9 feet record) from the Southeast corner of Section 4;
thence from said point of beginning, N.00°36'28"W., continuing along the East line of Section 4, a distance of 346.69 feet to a point monumented by an aluminum cap on reinforcing bar inscribed "Survey Point PLS 4274";
thence S.55°13'32"W., a distance of 677.35 feet to a point on the Northeasterly right of way of U.S. 189/191, being monumented with an aluminum cap on reinforcing bar inscribed "Survey Point PLS 4274";
thence S.34°36'13"E., continuing along said right of way, a distance of 287.81 feet to the Northeast corner of said Sublette County School District No. 5 property, being monumented with an aluminum cap on reinforcing bar inscribed "Rio Verde Engr PELS 625";
thence N.55°06'44"E., along the Northerly property line of said Sublette County School District No. 5 property, a distance of 483.51 feet, to the Northeast corner of said property, said corner being on the East line of Section 4, and monumented with a brass cap on steel T inscribed "Survey Point Do No Disturb RLS 164", and the point of beginning.
Said parcel contains 3.83 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 UNTO GRANTOR the [redacted] use of said real property during her life time.

Buyer's address for tax purposes is 2236 Arbor Lane, Salt Lake City, UT 84117.

There are many other covenants in the original Contract For Sale. Each party has a copy of said Contract.

244330

RECORDED Dec 1 1993 3:00 PM
IN BOOK 62 Misc PAGE 307
FEES $ 8.00 Mary L Lookhart COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
BY: Carol A Cheeney, deputy

DATED this 26th day of November, 1993.

Seller:

HAZEL R. HALLING

DATED this 26th day of NOVEMBER, 1993.

Buyer:

TAM J. HALLING

STATE OF WYOMING)
) ss.
COUNTY OF Teton)

The foregoing **Memorandum Of Agreement** was acknowledged before me by HAZEL R. HALLING, this 26th day of November, 1993.

WITNESS my hand and official seal.

Notary Public
Teton County, Wyoming
My Commission Expires
August 12, 1997

NOTARY PUBLIC

My Commission Expires: 8-12-97

STATE OF WYOMING)
) ss.
COUNTY OF Teton)

The foregoing **Memorandum Of Agreement** was acknowledged before me by TAM J. HALLING, this 26th day of November, 1993.

WITNESS my hand and official seal.

Notary Public
Teton County, Wyoming
My Commission Expires
August 12, 1997

NOTARY PUBLIC

My Commission Expires: 8-12-97

3E

244391

RECORDED December 3 1993 1:30P M
IN BOOK 62 Misc PAGE 369
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Walker

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF)
)
CHESTER BRADFORD PETERSON,) Probate No. 1450
)
deceased.)

FILED

DEC 3 1993

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING
BY

DECREE OF FINAL SETTLEMENT AND DISTRIBUTION

The final account and petition for distribution of Edwin Bradford Peterson, personal representative, filed herein on the 19th day of November, 1993, comes on this day for hearing, satisfactory notice having been given; the Court has examined the files and records herein and considered the testimony and the evidence offered in support of the account and petition, and upon the assurances and representations of John S. Mackey as attorney for the estate and the personal representative, the Court finds:

1-

That the said final account is true and correct and is supported by proper vouchers and should be approved;

2-

The time for filing of claims by creditors of the decedent, and for contesting the decedent's will, expired on the on the 24th day of September, 1993;

3-

The last will and testament of the decedent is uncontested, and the estate is subject to no debts nor claims of creditors and all expenses of last illness and burial are paid and satisfied, and further all of costs and expenses of administering the estate, except fees to the attorney for the estate, are paid and satisfied; further all statutory requirements pertaining to taxes, including the requirements of W. S. 2-7-812(a), 1977, have received full compliance and the receipt of the Wyoming State Inheritance Tax Administrator showing no taxes due the State of Wyoming is on file herein;

4-

That the attorney for the estate, John S. Mackey, Attorney at Law, of Pinedale, Wyoming has rendered the ordinary services necessary and incidental to the administration of the estate and the applicable statute, W. S. 2-7-804, 1977, 1993 Cumulative Supplement, provides that the sum of $1700 shall be allowed as attorney fees, however of that amount the sum of $400 has been waived by the attorney, said waiver being on file herein;

5-

That Chester Bradford Peterson, deceased, left no spouse surviving him, and under the terms of the last will and testament of Chester Bradford Peterson, deceased, all of the decedent's estate was given, devised and bequeath unto the decedent's son, Edwin Bradford Peterson, and Edwin Bradford Peterson is entitled to all of the rest, residue and remainder of the estate;

6-

That all of the rest, residue and remainder of decedent's estate in so far as presently known and available for distribution consists solely of real estate which is subject to no legacy or devise, and is described as follows:

Lot 7 of Block 25, Cooley Fifth Addition to the Town of Pinedale, Wyoming,

7-

All notices as required by law have been duly given and the estate has been properly and prudently administered and the administration is completed and the estate is in condition for distribution and closing;

Now therefor upon the motion of John S. Mackey, attorney for the petitioner, Edwin Bradford Peterson, and no objections thereto being made, or appearing or otherwise known, the Court does,

ORDER, ADJUDGE AND DECREE:

1-

That the final account of Edwin Bradford Peterson, be and the same is hereby approved, allowed and settled;

2-

That the sum of $1300 for and on account attorney fees be and the same is hereby allowed unto John S. Mackey, Attorney at Law, of Pinedale, Wyoming for professional services rendered to the personal representative and the estate during administration;

3-

That all of the rest, residue and remainder of the decedent's estate as hereinafter described and, together with any and all other property of the decedent, or the decedent's estate, not presently known but which may be hereafter discovered, be and the same is hereby distributed and set over unto Edwin Bradford Peterson, decedent's son and the sole and only devisee under the decedent's Last Will and Testament;

4-

The following is a particular description of the rest, residue and remainder of the estate referred to herein and of which distribution is now decreed as as above set forth, to-wit:

Lot 7, Block 25, Cooley 5th Addition to the Town of Pinedale, Wyoming.

Dated this 3rd day of December, 1993.

DISTRICT 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 IS A FULL, TRUE AND COMPLETE COPY.

SIGNED

SUBLETTE COUNTY

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that F. KEITH SCOTT and BONNIE R. SCOTT, husband and wife, of Tooele County, Utah, as Sellers, and ANTHONY B. CHAMBERS, a single man, of Teton County, Wyoming, as Buyer, have entered into a certain AGREEMENT FOR DEED whereby Sellers agree to sell, and Buyer agrees to buy, for the price and under the terms and conditions set forth in such AGREEMENT FOR DEED, the following described real estate situate in Sublette County, Wyoming, to wit:

Lot Five (5) of Block Two (2), K & M Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appears of record on the official plat thereof as filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming.

DATED this 30th day of November, 1993.

SELLERS:

F. KEITH SCOTT

BONNIE R. SCOTT

BUYER:

244398

ANTHONY B. CHAMBERS

RECORDED Dec 3, 1993 4:45PM
IN BOOK 62 Misc PAGE 312
FEES $ 4.00 SUBLETTE COUNTY CLERK
PINEDALE WYOMING
By Catherine Carlton

State of Utah }
: ss
County of Tooele }

The foregoing was acknowledged before me this 30th day of November, 1993 by F. KEITH SCOTT and BONNIE R. SCOTT, witness my hand and official seal.

Veronica Herrera
Notary Public

My Commission expires 8/4/95.

Notary Public
VERONICA HERRERA
502 North Main
Tooele, Utah 84074
My Commission Expires
August 9, 1995
State of Utah

State of Wyoming }
SUBLETTE: ss
County of ~~Teton~~ }

The foregoing was acknowledged before me this 2nd day of DECEMBER ~~November~~ by ANTHONY B. CHAMBERS, witness my hand and official seal.

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires 7-28-96

Edwin R. Adams
Notary Public

My Commission expires_____.

Address of Buyer: P.O. Box 9095, Jackson, WY 83001

244409

RECORDED December 6 1993 1:30 PM
IN BOOK 62 Misc PAGE 313
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY WYOMING

BILL OF SALE

KNOWN ALL MEN BY THESE PRESENTS, That **FRANCES B. CHRISTMANN,** as Trustee under the **FRANCES B. CHRISTMANN GRANTOR TRUST UNDER TRUST AGREEMENT DATED JANUARY 24, 1992,** of the State of Texas, the party of the first part, for and in consideration of the sum oif Ten and NO/100 ($10.00) Dollars and other good and valuable consideration, in lawful money of the United States of America, to her, as Trustee under the above described trust, in hand paid by **CHRISTMANN MINERAL COMPANY, A Texas Corporation,** 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, the following described property, to-wit:

Any and All Oil Field Equipment, Machinery and Other Personal Property Related Thereto as Located on the Real Property Described as Follows, to-wit:

Converse County, Wyoming:
Township 38 North, Range 73 West;
Section 36: NW¼NE¼, SE¼;
Lincoln County, Wyoming:
Township 20 North, Range 112 West;
Section 18: Lots 1, 2, 3, E½W½, E½;
Township 24 North, Range 114 West
Section 2: SW¼, SE¼SE¼;
Section 11: NE¼NW¼, N½, SW¼, W½SE¼;
Section 14: N½NW¼;
Township 26 North, Range 113 West;
Section 3: SW¼, S½SW¼, E½NE¼SW¼, W½NW¼SW¼, SE¼NW¼SW¼;
Township 29 South, Range 114 West;
Section 5: All;
Section 17: All;
Sublette County, Wyoming:
Township 28 North, Range 114 West;
Section 15: W½SE¼;
Section 22: NW¼NE¼;
Township 28 North, Range 115 West;
Section 6: Lots 8, 9, 12, 13, E½SW¼;
Section 7: Lots 5, 6, 7, 8, E½, E½W½;
Township 28 North, Range 116 West;
Section 1: Lots 5, 6, S½NE¼, SE¼;
Township 29 North, Range 114 West;
Section 3: Lot 4, S½NW¼, SW¼, SW¼SE¼;
Section 4: Lots 1, 2, 3, SE¼NW¼;
Section 5: Lot 4;
Section 6: Lots 1, 2, 6, 7, S½NE¼, SE¼, SE¼NW¼, E½SW¼;
Section 7: Lots 1, 2, 3, 4 E½W½, E½;

Section 9: SE¼SE¼, N½S½, S½SW¼, SW¼SE¼, N½;
Section 10: All;
Section 15: NW¼, N½SW¼, SW¼SW¼, E½;
Section 16: All;
Section 17: All;
Section 18: Lots 1, 2, 3, 4, E½W½, SE¼;
Section 21: N½NW¼, NW¼NE¼, SW¼NW¼;

Township 29 North, Range 115 West;
Section 12: All;
Section 13: All;
Section 14: NE¼, E½NW¼, S½;
Section 18: NE¼;
Section 20: All;

Township 30 North, Range 113 West;
Section 5: N½SE¼, SW¼SE¼;
Section 6: Lots 3, 4, 5, SE¼, NW¼, W½SE¼, SE¼SE¼;
Section 7: NE¼;
Section 12: N½NW¼;
Section 20: NW¼, SW¼;

Township 30 North, Range 114 West;
Section 5: W½SW¼;
Section 7: Lots 3, 4, NE¼, S½SE¼;
Section 8: NE¼, N½NW¼, W½SW¼, SE¼SW¼, SW¼SE¼;
Section 17: N½, SE¼;
Section 18: Lots 1, 2, 3, 4, E½, E½W½;
Section 19: N½NE¼, SE¼NE¼, E½NW¼;
Section 20: NE¼, NE¼SE¼;
Section 32: NE¼SW¼, S½S½, N½SE¼, SE¼NE¼;
Section 33: S½N½, S½;
Section 34: W½SW¼

Township 30 North, Range 115 West;
Section 3: Lots 3, 4, S½NW¼, SW¼;
Section 13: NW¼, S½SW¼;
Section 14: SW¼;
Section 23: NW¼;
Section 24: S½SW¼, NW¼;
Section 25: Lots 1, 3, 4, W½SE¼, SW¼, W½NE¼;

Sweetwater County, Wyoming:

Township 19 North, Range 111 West;
Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S½NE¼, SE¼NW¼, E½SW¼, SE¼;
Section 20: N½, S½NW¼;

Township 20 North, Range 111 West;
Section 30: NE¼SW¼;

Township 20 North, Range 112 West;
Section 36: All;

Township 25 North, Range 110 West;
Section 21: All;

Township 26 North, Range 110 West;

Section 34: NE¼;

TO HAVE AND TO HOLD the same to the said party of the second part, its heirs, executors, administrators and assigns forever. And does for herself as Trustee of the above described trust, 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.

DATED this 18th day of November, 1993.

Frances B. Christmann

FRANCES B. CHRISTMANN,
as Trustee under the Frances B. Christmann Grantor Trust Under Trust Agreement Dated January 24, 1992

STATE OF ~~TEXAS~~ COLORADO)
) ss.
COUNTY OF ~~LUBBOCK~~ DENVER)

The foregoing **Bill Of Sale** was acknowledged before me by FRANCES B. CHRISTMANN, as Trustee under the Frances B. Christmann Grantor Trust Under Trust Agreement Dated January 24, 1992, this 18th day of November, 1993.

Witness my hand and official seal.

Linda Hicklin
NOTARY PUBLIC

My Commission Expires: July 26, 1994

NOTARY PUBLIC

[redacted] [redacted] [redacted] DH

AFFIDAVIT OF IDENTITY

STATE OF Utah

COUNTY OF Salt Lake

Being first duly sworn deposes and says:

My name is John H. Morgan, Jr. I am of lawful age and reside in Salt Lake County, State of Utah. I am familiar with lands situated in the County of Sublette, State of Wyoming, described as follows, to wit:

EV-022241
EV-025535

SUBLETTE COUNTY, WYOMING

I was personally acquainted with J. H Morgan, Sr. and I know of my own knowledge, notwithstanding the discrepancy in names, the said J. H. Morgan is one and the same person as J. H. Morgan, Sr. in Sublette County, Wyoming.

Further affiant saith not.

John H Morgan Jr.

244421

STATE OF Utah

COUNTY OF Salt Lake

RECORDED Dec. 7 1993 8:30 AM
IN BOOK 62 Misc. Page 316
FEES $ 6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

Subscribed and sworn to before me, a Notary Public in and for the County and State aforesaid on this 19 day of November, 1993 by John H. Morgan, Jr., who is personally known to me and known to me to be the same person who executed the foregoing instrument and he duly acknowleged the execution of same.

My Commission expires: 12/10/93

J. Michael B

Notary Public

J MICHAEL BENNION
Notary Public
STATE OF UTAH
My Commission Expires
December 10, 1993
730 15th Ave. SLC, UT 84103

EOG LAND ADMIN

NOV 24 1993

3160

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

ANNE E. BARGER, 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 FAY C. BARGER, deceased, and, therefore, has an interest in the real property which is the subject matter of this Affidavit.

2. Affiant states that FAY C. BARGER died on September 30, 1985, the facts of said death more fully appearing on the duly certified Certificate of Death attached hereto and by this reference incorporated herein.

3. During the marriage of FAY C. BARGER and his spouse, ANNE E. BARGER, Affiant herein, said FAY C. BARGER and Affiant acquired as tenants by the entirety certain real property, and subdivided the same as Barger Subdivision, Blocks 1, 2, 3, 4, and 8, as the same appear of record on the official plats thereof as filed with the County Clerk of Sublette County, Wyoming, a part of which property is more particularly described as follows:

AS DESCRIBED ON EXHIBIT A ATTACHED HERETO, AND BY THIS REFERENCE INCORPORATED HEREIN.

4. This Affidavit is filed for the purpose of establishing the fact of the death of said FAY C. BARGER, who was the owner with ANNE E. BARGER of an estate by the entireties in the above-described property, and to make an official record on the termination of the interests of FAY C. BARGER in and to said property and the vesting of the same in ANNE E. BARGER, his surviving spouse, all pursuant to the provisions of W.S. § 2-9-102.

DATED this 28 day of October, 1993.

Anne E. Barger
ANNE E. BARGER

By: Elizabeth A. Ellis
ELIZABETH A. ELLIS,
Attorney in Fact

SUBSCRIBED AND SWORN to before me this 28 day of October, 1993, by ANNE E. BARGER, by and through ELIZABETH A. ELLIS, her attorney in fact.

Witness my hand and official seal.

Gloria A. Hawks
Notary Public

My commission expires: Nov. 6, 1996

264435

[illegible]
County of Sweetwater State of Wyoming
My Commission Expires Nov. 6, 1996

RECORDED December 7 19 93 2:10 P M
IN BOOK 62 MISC. PAGE 317
FEES $ 10.00 Mary [illegible]
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. White

EXHIBIT A
AFFIDAVIT OF SURVIVORSHIP

BARGER SUBDIVISION, BLOCK 1, SUBLETTE COUNTY, WYOMING:
Lots 4, 5, 26, 27, 62, and 68

BARGER SUBDIVISION, BLOCK 2, SUBLETTE COUNTY, WYOMING:
Lots 7, 78, 85, 90, 93, 97, 108, 109, 118, 119, 131, 135, 143, 149, and 153

BARGER SUBDIVISION, BLOCK 3, SUBLETTE COUNTY, WYOMING:
Lots 6, 10, 22, 23, 24, 26, 27, 29, 39, 68, 69, 71, 73, 76, 78, 81, 82, 83, 88, 102, 103, 112, 114, 116, 131, 132, 137, and 139

BARGER SUBDIVISION, BLOCK 4, SUBLETTE COUNTY, WYOMING:
Lots 26, 27, 72, and 104

BARGER SUBDIVISION, BLOCK 8, SUBLETTE COUNTY, WYOMING:
Lots 15, 31, 35, 46, 49, 50, 51, 52, 54, 55, 56, 57, 69, and 81

319

STATE OF WYOMING

DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 106

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT INK **FOR INSTRUCTIONS SEE HANDBOOK**

DECEDENT

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

1. DECEDENT-NAME FIRST	MIDDLE	LAST	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
FAY	CAROLLA	BARGER	male	September 30, 1985

4a. RACE (e.g., White, Black, American Indian, etc.) (Specify)	4b. ORIGIN OR DESCENT (e.g. Italian, Mexican, German, Puerto Rican, English, Cuban, etc.) (Specify)	5a. AGE-Last Birthday (Yrs.)	UNDER 1 YEAR 5b. MOS / DAYS	UNDER 1 DAY 5c. HOURS / MINS	6. DATE OF BIRTH (Mo., Day, Yr.)
white	German/Irish	83			January 9, 1902

7a. PLACE OF DEATH-Hospital or other institution-Name (If not in either give street and number)	7b. IF HOSP. OR INST. Indicate DOA, OP, Emer. Rm., Inpatient (Specify)	7c. CITY, TOWN OR LOCATION OF DEATH	7d. COUNTY OF DEATH
Lander Valley Reg Med Center	inpatient	Lander	Fremont

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

13. SOCIAL SECURITY NUMBER	14a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)	14b. KIND OF BUSINESS OR INDUSTRY
520-07-1559	rancher	agriculture

15a. RESIDENCE-STATE	15b. COUNTY	15c. CITY, TOWN OR LOCATION	15d. STREET AND NUMBER	15e. INSIDE CITY LIMITS (Specify Yes or No)
Wyoming	Sublette	Pinedale	121 Ehman Lane	no

PARENTS

16. FATHER-NAME FIRST	MIDDLE	LAST	17. MOTHER-MAIDEN NAME FIRST	MIDDLE	LAST
Alexander	nmn	Barger	Frances	nmn	Wyley

18a. INFORMANT-NAME (Type or Print)	18b. MAILING ADDRESS STREET OR R.F.D. NO.	CITY OR TOWN	STATE	ZIP
Mrs. Anne Barger	121 Ehman Lane	Pinedale,	Wyoming	82941

DISPOSITION

19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify)	19b. DATE (Mo., Day, Yr.)	19c. CEMETERY OR CREMATORY-NAME	19d. LOCATION CITY OR TOWN	STATE
burial	10-3-1985	Pinedale Cemetery	Pinedale,	Wyoming

20a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature) NUMBER	20b. NAME OF FACILITY NUMBER	20c. ADDRESS OF FACILITY
Edwin Hudson 337	Hudson's Funeral Home 100	Box 236 Pinedale, Wyo. 8294

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

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

(Signature and Title) ▶ Kipp B. Webb M.D.

21b. DATE SIGNED (Mo., Day, Yr.)	21c. HOUR OF DEATH
10-3-85	9:30 A. M

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

To be Completed by CORONER Only

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

(Signature and Title) ▶

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

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

23. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print) Kipp B. Webb, M.D. 745 Buena Vista Drive, Lander, Wyoming 82520

REGISTRAR

24a. (Signature) ▶ K. B. Webb

24b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) October 7, 1985 (State)

CAUSE OF DEATH

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

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

(a) Cardiogenic Shock

DUE TO, OR AS A CONSEQUENCE OF

(b) Restrictive Cardiomyopathy

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): Chronic Obstructive Pulmonary Dz

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

28a. ACC., SUICIDE, HOM., UNDET., 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

OCT 7 1985

Date Issued October 7, 1985

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

SEAL WYOMING

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

Lawrence J. Cohen, M.D.
State Registrar

Richard O. Hall
Deputy State Registrar

AFFIDAVIT

TO WHOM IT MAY CONCERN

The reservation and granting of rights of way for roads or trails, as set out in Warranty Deeds executed by Redstone Corporation, a Wyoming corporation, recorded February 3, 1978 in Book 19 of Deeds, pages 664, 666 and 667, and the granting of an easement from the Cora-Kendall highway along the existing road, as set out in Agreement for Warranty Deed recorded December 5, 1979 in Book 34 of Misc., page 677 and in Warranty Deed recorded October 15, 1985 in Book 26 of Deeds, page 168, are one and the same road.

The above referred to road leaves the Cora-Kendall highway in the North one-half of Section 6, T.36N., R.110W. and traverses the N½ of Section 6, T.36N., R.110W. and the SE¼ of Section 34, T.37N., R.110W. This road provides access to and from and benefits the Redstone Corporation deeded lands in the N½ of Section 6, T.36N., R.110W. and the SE¼ Section 34 and W½SW¼ Section 35, T.37N., R.110W., 6th P.M., Sublette County, Wyoming.

REDSTONE CORPORATION

By John M. Sulenta
President

Joseph R. Hicks
Secretary

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged befor me by John M. Sulenta, President, and Joseph R. Hicks, Secretary, of Redstone Corporation, this 3rd day of December, 1993.

Witness my hand and official seal.

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires 7-28-96

Edwin R. Adams
Notary Public

244446

RECORDED December 8 1993 2:10 PM
IN BOOK 62 Miscellaneous PAGE 320
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING

MEMORANDUM OF RIGHT OF FIRST REFUSAL

COMES NOW LEE LIEBERMAN, hereinafter referred to as Lieberman, and hereby states as follows:

1. That on July 1, 1987, Lieberman, Vernon A. Mrak, Marian A. Mrak and Mark A. Mrak entered into a certain Agreement For Exchange And Conveyance Of Real Property, hereinafter referred to as the Agreement, a copy of which is attached hereto as Exhibit A.

2. That the Agreement contained various conditions and contingencies.

3. That all conditions and contingencies contained in the Agreement have been met.

4. That as a result of said conditions and contingencies having been met, Lieberman holds a right of first refusal in the real property described as follows:

Township 33 North, Range 106 West, of the 6th P.M., Sublette County, Wyoming;
Section 18: Lot 3;

Township 33 North, Range 107 West of the 6th P.M., Sublette County, Wyoming;
Section 13: N½SE¼, SW¼SE¼, SW¼;
Section 14: SE¼;
Section 23: NE¼;

This right of first refusal is subject to the terms and conditions set out in Section 6 of the Agreement.

DATED this 6th day of December, 1993.

LEE LIEBERMAN

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum Of Right Of First Refusal** was acknowledged before me by LEE LIEBERMAN, this 6th day of December, 1993.

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

244448

RECORDED December 8 1993 4:15PM
IN BOOK 62 Misc PAGE 321
FEES $ 16.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

AGREEMENT FOR EXCHANGE AND CONVEYANCE OF REAL PROPERTY

COMES NOW Lee Lieberman or assignee hereinafter (Lieberman), and Vernon A. Mrak, Marian A. Mrak, and Mark A. Mrak, hereinafter (Mrak), and hereby agree as follows:

WHEREAS:

1. That pursuant to an agreement to purchase real estate dated June 17, 1987, a copy of which is attached hereto as Exhibit A and made a part hereof by this reference, Lieberman will acquire ownership in fee simple of the following described real property located in Sublette County, Wyoming, hereinafter referred to as Parcel A, to-wit:

EXHIBIT A

Township 33 North, Range 106 West, 6th P.M.
Section 18: Lot 3

Township 33 North, Range 107 West, 6th P.M.
Section 13: N1/2SE1/4, SW1/4SE1/4, and SW1/4
Section 14: SE1/4
Section 23: NE1/4

A tract of land consisting of 640 acres.

2. That Vernon A. Mrak is the owner in fee simple to the following described real property located in Sublette County, Wyoming, hereinafter referred to as Parcel B, to-wit:

Township 32 North, Range 107 West, 6th P.M.

Section 2: E1/2NE1/4SW1/4SW1/4 and E1/2E1/2SE1/4SW1/4SW1/4

A tract of land consisting of 7.5 acres.

3. That pursuant to a contract for purchase of real estate dated the 3rd day of January, 1980, by and between Mr. James H. King and Roberta King, Seller, and Vernon A. Mrak, Marian A. Mrak and Mark A. Mrak as Purchaser, (Mrak), a copy of which is attached

hereto and made a part hereof as Exhibit B, Mrak has a claim of equitable title and interest in the following described real property located in Sublette County, Wyoming, hereinafter referred to as Parcel C, to-wit:

Township 32 North, Range 107 West, 6th P.M.

Section 11: E1/2SE1/4
Section 12: W1/2SW1/4

A tract of land consisting of [illegible].0 acres.

4. That Lieberman desires to exchange the property herein described as Parcel A to Mrak for the properties held by Mrak and described herein as Parcels B and C.

5. That Mrak desires to exchange their interest and ownership in Parcels B and C to Lieberman for his ownership and interest in that parcel of land described herein as Parcel A.

WHEREFORE Lieberman and Mrak agree as follows:

1. That Lieberman will convey all of his interest in Parcel A by warranty deed and free of any and all liens and encumbrances other than reservations of record to Vernon A. Mrak in exchange for Mraks' conveyance of Parcel B and transfer of their interest in that certain Contract For Deed attached hereto and incorporated herein as Exhibit B.

2. That Mrak will convey his interest in Parcel B by warranty deed free and clear of all encumbrances other than reservations of record.

3. That Mrak will assign all of their right, title and interest in the Contract For Deed, relating to Parcel C, attached hereto as Exhibit B. Mrak will reserve unto themselves, however,

one-half (1/2) interest in all oil and gas and other minerals on or under Parcel C. Mrak will further assist Lieberman in arranging for the continuation of said Contract with Mr. James King and Roberta King. This agreement is contingent upon Lieberman and Mr. James King and Roberta King coming to a mutual agreement on the continuation or modification ~~agreeing to the continuation~~ of said contract.

4. Mrak further agree that Lieberman may have the use of 300 AUM on Parcel A after it is acquired by Mrak, for $10.00 and other good and valuable consideration. ~~$2.50 per AUM annually, said fee to be renegotiated on an annual basis.~~

5. Mrak further agrees that in the event they exchange Parcel A with the Untied States of America, they will attempt to obtain grazing privileges thereon for Lieberman. Mrak, however, is under no obligation in this regard.

6. Mrak further agrees that in the event they are unable or for any other reason do not exchange Parcel A with the United States of America, Lieberman shall have a right of first refusal to purchase Parcel A from Mrak on the same terms and conditions as any bona fide offer received by Mrak that Mrak intends to accept.

Lieberman will be given notice in writing of any bona fide offers to purchase which Mrak intends to accept and shall have fifteen (15) days from receipt thereof to indicate his exercise of this right in writing to Mrak. The failure of Lieberman to exercise this right within 15 days shall bar him from claiming any right of first refusal on that offer. If that offer is not accepted by Mrak, Lieberman shall have the same right of first refusal on any subsequent bona fide offers.

Any notice to be given hereunder to Lieberman shall be addressed as follows:

Mr. Lee Lieberman
P.O. Box 476
Boulder, WY

Any notice to be given Mrak hereunder shall be addressed as follows:

Mr. Vernon A. Mrak
P.O. Box 38
Boulder, WY

Any such notice shall be in writing and shall be deemed to have been given if mailed by United States certified mail, return receipt requested, postage prepaid to the party addressed aforesaid.

7. That Lieberman and Mrak specifically agree and state that the properties described herein, which are being exchanged, are of equal value and that full and fair consideration for the exchange thereof exists on the basis of the values of these tracts of land to the parties to this agreement.

8. This agreement constitutes the entire agreement between Lieberman and Mrak with respect to the exchange and conveyance of real property described herein and supersedes all prior written or oral agreements, negotiations, or discussions concerning such consulting services between Lieberman and Mrak. No supplement, modification, or waiver of this agreement shall be binding unless in writing and signed by both Lieberman and Mrak.

9. In the event that either party is required to institute legal proceedings in order to enforce this agreement, it is agreed that reasonable attorneys fees incurred by the prevailing party shall be paid by the party losing any such litigation.

10. This agreement shall be construed and enforced in accordance with the laws of the State of Wyoming.

11. This agreement is conditioned upon the Offer, Accpetance and Receipt between these parties dated July 1, 1987, being accepted by the Federal Land Bank, the Farm Credit System Capital Corporation, and the United States Bankruptcy Court for the District of Wyoming, and said offer being closed. VAM 7/1/87

DATED this 1 day of July, 1987.

Lee Lieberman

Vernon A. Mrak

Marian A. Mrak

MARK A. MRAK
Mark A. Mrak

exchagre/php/bc

244459

RECORDED December 9 1993 4:10 PM
IN BOOK 62 MISC. PAGE 327
FEES $ 5.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

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

A F F I D A V I T by Brittany A. Walker

EILEEN C. KERSHISNIK, of lawful age, being first duly sworn upon her oath according to law, deposes and says:

1. That John Robert Kershisnik, also known as John R. Kershisnik and John Kershisnik, died intestate at Rock Springs, Sweetwater County, Wyoming, on May 8, 1993.

2. That John R. Kershisnik and Eileen C. Kershisnik were married to each other on June 18, 1948, at Arvada, Colorado.

3. That on the 2nd day of April, 1973, John R. Kershisnik and Eileen C. Kershisnik, husband and wife, as tenants by the entireties, purchased the following described real property from W. D. Thomas and Kathryn H. Thomas, husband and wife:

> Lot Twenty-seven (27), Lot Twenty-eight (28), Lot Twenty-nine (29) and Lot Thirty (30), in Block Six (6), of the Townsite of Shelter Park, Sublette County, Wyoming, as said lots are laid down and described on the official plat of said townsite, 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 or appertaining thereto, or used in connection therewith.

4. That W. D. Thomas and Kathryn H. Thomas, husband and wife, duly and regularly executed and delivered a Quitclaim Deed dated April 2, 1973, in favor of John R. Kershisnik and Eileen C. Kershisnik, husband and wife, as tenants by the entireties, Grantees, which Quitclaim Deed was filed for record in the office of the County Clerk within and for Sublette County, Wyoming, on the 17th day of April, 1973, in Book 5 of Quitclaim, Page 274, Reception No. 135742.

5. That on the 14th day of October, 1971, John Kershisnik and Eileen Kershisnik, husband and wife, as tenants by the entireties with full right of survivorship, purchased the following described real property from Wayne J. Frederickson, also known as Wayne Frederickson, and Cora H. Frederickson, also known as Cora Frederickson, husband and wife:

> The following tracts of land being portions of the NE/4NE/4, Section 27, Township 34 North, Range 109 West of the 6th P.M., and being more particularly described as follows:
>
> Tract 1: A tract of land described as follows: Beginning at a point which bears S. 88 degrees 50 minutes E., 236.5 feet from the SW corner NE/4NE/4, Section 27, Township 34 North, Range 109 West of the 6th P.M.; thence N. 45 degrees 02 minutes E. 242.3 feet

[redacted] [redacted] [redacted]

to a point; thence S. 34 degrees 09 minutes E., 214.0 feet to a point; thence N. 88 degrees 50 minutes W., 291.7 feet to the point of beginning of the tract and containing 0.662 acres, more or less, the same being an unnumbered Tract appearing on the map of the First Addition to the Riverside Subdivision 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 Deeds, Sublette County, Wyoming.

Tract 2: Beginning at a point which bears South 200 feet and West 125.3 feet from the NE corner of Section 27, Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, thence West 275 feet to a point; thence N. 46 degrees 00 minutes E., 144.7 feet to a point; thence N. 64 degrees 35 minutes E., 193.8 feet to a point; thence South 183.2 feet, more or less to the point of beginning of the Tract and containing 0.684 acres more or less, being unofficially platted as Tract No. 2 on map of the First Addition to Riverside Subdivision, said map being duly filed for record in the Office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, and being portion of Tracts No. 1 and 2, as the same appears on the map of the Riverside Subdivision as the same appears of record in the Office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming.

All of Tract No. 1, No. 2, No. 4 and No. 5 as the same appears of record on the map of the First Addition to the Riverside Subdivision on the official plat thereof filed for record in the Office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming.

Tract 3, Riverside Subdivision, being a portion of the NE/4NE/4 of Section 27, Township 34 North, Range 109 West, containing 0.830 acres.

6. That Wayne N. Frederickson, also known as Wayne Frederickson, and Cora H. Frederickson, also known as Cora Frederickson, husband and wife, duly and regularly executed and delivered a Warranty Deed dated October 14, 1971, in favor of John Kershisnik and Eileen Kershisnik, husband and wife, as tenants by the entireties with full right of survivorship, which Warranty Deed was filed for record in the office of the County Clerk within and for Sublette County, Wyoming, on the 29th day of September, 1972 in Book 16 of Warranty Deeds, Page 21, Reception No. 132905.

7. That at the time of said purchases, and the execution and delivery of the above-described Quitclaim Deed and Warranty Deed, the conveyance of the real property hereinabove described was made to John R. Kershisnik and Eileen C. Kershisnik, and John Kershisnik and Eileen Kershisnik, husband and wife, as tenants by the entireties, 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 April 2, 1973, and October 14, 1971, respectively, until the death of John R. Kershisnik, also known as John Kershisnik, on May 8, 1993.

8. That Eileen C. Kershisnik survived John R. Kershisnik, also known as John Kershisnik, and by virtue thereof, said estate by the entireties vested in her upon the death of said John R. Kershisnik, also known as John Kershisnik, 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.

9. That this affidavit is made in accordance with the provisions of Section 2-9-102, 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, John Robert Kershisnik, also known as John R. Kershisnik and John Kershisnik, certified to by the public authority in which such original death certificate is made of record.

Dated this 7th day of December, 1993.

Eileen C. Kershisnik
Eileen C. Kershisnik

Subscribed and sworn to before me this 7th day of December, 1993.

My commission expires:

_____

Theda A. Knudsen
Notary Public

OFFICIAL SEAL
THEDA A. KNUDSEN
SWEETWATER COUNTY
Notary Public State of Wyoming
My Commission Expires
August 1, 1997

[redacted] LOCAL FILE NUMBER

DEPARTME[redacted]EALTH
CERTIFICA[redacted] DEATH

[redacted] STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME First	Middle	Last	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
JOHN	ROBERT	KERSHISNIK	Male	May 8, 1993

4. SOCIAL SECURITY NUMBER	5a. AGE-Last Birthday (Years)	5b. UNDER 1 YEAR Months	5b. UNDER 1 YEAR Days	5c. UNDER 1 DAY Hours	5c. UNDER 1 DAY Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
520-26-7753	64					June 8, 1928

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	Eileen Christensen

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

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Sweetwater	Rock Springs	1406 Yalecrest Drive

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	1

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
John	Jacob	Kershisnik	Angela		Perko

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Mrs. Eileen Kershisnik	Wife

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
1406 Yalecrest Drive	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	May 12, 1993	Saint Joseph's Section Rock Springs Municipal	Rock Springs, Wyoming

21a. FUNERAL SERVICE LICENSEE/Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
▶ [signature]	398	Vase Funeral Home	85	154 Elk Street Rock Springs, Wyoming

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

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

22b. DATE SIGNED (Mo., Day, Yr.): May 10, 1993 — 22c. HOUR OF DEATH: 8:54P M

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

To be Completed by CORONER Only

23a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) ▶ [signature], Coroner

23b. DATE SIGNED (Mo., Day, Yr.): May 10, 1993 — 23c. HOUR OF DEATH: 8:54P M

23d. PRONOUNCED DEAD (Mo., Day, Yr.): May 10, 1993 — 23e. PRONOUNCED DEAD (Hour): 8:54P M

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

Francis J. Hatch, M.D., Mem. Hosp. Sweetwater County, Rock Springs, Wyoming 82901

25a. REGISTRAR (Signature) ▶	25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
[signature]	May 10, 1993

CAUSE OF DEATH

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

		Approximate Interval Between Onset and Death
IMMEDIATE CAUSE (Final disease or condition resulting in death) ➡ a.	Acute Congestive Heart Failure	Minutes
DUE TO (OR AS A CONSEQUENCE OF): b.	Recent Thrombus Left Coronary Artery	3 days
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.	Coronary Sclerotic Heart Disease	Years
DUE TO (OR AS A CONSEQUENCE OF): d.		

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

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

29. MANNER OF DEATH	30a. DATE OF INJURY (Month, Day, Year)	30b. TIME OF INJURY	30c. INJURY AT WORK? (Specify yes or no)	30d. DESCRIBE HOW INJURY OCCURRED
☒ Natural ☐ Pending Investigation ☐ Accident ☐ Suicide ☐ Could not be Determined ☐ Homicide		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
2/91 15M

MARGIN RESERVED FOR BINDING

Division of Health and Medical Services — Vital Records Services

DATE ISSUED May 11, 1993

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 11th day of May 1993

[signature]

My commission expires on January 16, 1995

330

Form E-53
Rev. 6/90

Wyoming Department of Transportation

244493

MATERIALS AGREEMENT

RECORDED Dec 10 1993 2:30 P M
IN BOOK 602 Misc PAGE 331
FEES 10.00 mary b lankford COUNTY CLERK
SUBLETTE COUNTY CLERK BY: Carol a Cheeney, deputy

Project No. 011-4(23)
Road Designation Daniel Jct-Big Piney
County Sublette

THIS AGREEMENT, made and entered into this 3RD day of December 19 93, by and between JF Ranches, Inc. (William McGinnis, Jr.) P.O. Box 280, Big Piney, WY 83113
(Landowner's name and address)
hereinafter referred to as "Landowner", and the Wyoming Department of Transportation, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Landowner is the owner of the following described land, to wit:
The W½SW¼NW¼ & the W½NW¼SW¼, Section 33, T29N, R111W

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 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 ,19 95 , at the price of .50 cents per ton, or .75 cents per cubic yard giving and granting the Department the right to enter upon said parcel of land for the removal of materials and erect or construct thereon such machinery and equipment as in the judgement 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 Transportation 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 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.

3. Topsoil to be removed, stockpiled after removal of materials, regraded, seeded, mulched and fertilized as part of the contract work.

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

_____
Landowners(s)
(Corporate Seal Required if Applicable)

83-021737
Tax I.D./Social Security #

STATE OF Wyoming
ss.:

COUNTY OF Sublette

The forgoing instrument was acknowledged before me by Jay McGinnis, _____, this 3RD day of DECEMBER, 19 93.

Witness my hand and official seal.

LAWRENCE W. KONETZKI — NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires November 18, 1996

_____
Notary Public

My commission expires: November 18, 1996

TAX DEED

KNOW ALL MEN BY THESE PRESENTS, that whereas, the following described real property, viz: BARGER SUBDIVISION, LOT 10, BLOCK 8 situated in the county of Sublette, and the state of Wyoming, was subject to taxation for the year 1988; and whereas the taxes assessed upon said real property for the year aforesaid, remained due and unpaid at the date of such sale hereinafter named, and whereas the treasurer of the said county did on the 31st day of August, 1989, by virtue of the authority vested by law, at the sale begun and publicly held on the 31st day of August, 1989, expose to public sale at the court house in the county aforesaid, in substantial conformity with all the requisitions of the statute in such case made and provided, the real property above described, for the payment of the taxes, interest and costs then due, and remaining unpaid on said property, and whereas at the time and place aforesaid ROGER COSTELLO and SHARON COSTELLO, husband and wife of the county of Lincoln and of Kemmerer, having offered to pay the sum of Thirty-Six Dollars and Fourteen Cents, being the whole amount of taxes, interest and costs then due and remaining unpaid on said property for BARGER SUBDIVISION, LOT 10, BLOCK 8, which was the least quantity bid for, and payment of said sum having been made by them to the said treasurer, the said property was stricken off to them at that price and, whereas four years have elapsed since the date of said sale, and the said property has not been redeemed therefrom as provided for by law; now, therefore, I, NYLLA KUNARD, treasurer of the county aforesaid, for and in consideration of the said sum to the treasurer paid as aforesaid, and by virtue of the statute in such case made and provided, have granted, bargained and sold, and by these presents do grant, bargain and sell, unto the said ROGER COSTELLO and SHARON COSTELLO, husband and wife, their heirs and assigns, the real property last hereinbefore described, to have and to hold unto them, the said ROGER COSTELLO and SHARON COSTELLO, husband and wife, their heirs and assigns forever, subject, however, to all the rights of redemption provided by law.

In witness whereof, I, NYLLA KUNARD, treasurer aforesaid, by virtue of the authority aforesaid, have hereunto subscribed my name, on this 14th day of December, 1993.

Nylla Kunard
NYLLA KUNARD, Treasurer

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by NYLLA KUNARD on the 14 day of December, 1993.

Witness my hand and official seal.

SEAL

Dana Fenn - Deputy
Clerk of District Court

244551

RECORDED December 14 1993 12:40PM
IN BOOK 42 Misc. PAGE 334
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Deputy

334

TAX DEED

KNOW ALL MEN BY THESE PRESENTS, that whereas, the following described real property, viz: GREEN RIVER RANCH UNIT D, LOTS 7, 8, 13, 14 & 15 situated in the county of Sublette, and the state of Wyoming, was subject to taxation for the year 1988; and whereas the taxes assessed upon said real property for the year aforesaid, remained due and unpaid at the date of such sale hereinafter named, and whereas the treasurer of the said county did on the 31st day of August, 1989, by virtue of the authority vested by law, at the sale begun and publicly held on the 31st day of August, 1989, expose to public sale at the court house in the county aforesaid, in substantial conformity with all the requisitions of the statute in such case made and provided, the real property above described, for the payment of the taxes, interest and costs then due, and remaining unpaid on said property, and whereas at the time and place aforesaid ROGER COSTELLO and SHARON COSTELLO, husband and wife of the county of Lincoln and of Kemmerer, having offered to pay the sum of Seventy-Eight Dollars and Five Cents, being the whole amount of taxes, interest and costs then due and remaining unpaid on said property for GREEN RIVER RANCH UNIT D, LOTS 7, 8, 13, 14 & 15, which was the least quantity bid for, and payment of said sum having been made by them to the said treasurer, the said property was stricken off to them at that price and, whereas four years have elapsed since the date of said sale, and the said property has not been redeemed therefrom as provided for by law; now, therefore, I, NYLLA KUNARD, treasurer of the county aforesaid, for and in consideration of the said sum to the treasurer paid as aforesaid, and by virtue of the statute in such case made and provided, have granted, bargained and sold, and by these presents do grant, bargain and sell, unto the said ROGER COSTELLO and SHARON COSTELLO, husband and wife, their heirs and assigns, the real property last hereinbefore described, to have and to hold unto them, the said ROGER COSTELLO and SHARON COSTELLO, husband and wife, their heirs and assigns forever, subject, however, to all the rights of redemption provided by law.

In witness whereof, I, NYLLA KUNARD, treasurer aforesaid, by virtue of the authority aforesaid, have hereunto subscribed my name, on this 14th day of December, 1993.

Nylla Kunard
NYLLA KUNARD, Treasurer

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by NYLLA KUNARD on the 14 day of December, 1993.

Witness my hand and official seal.

SEAL
SUBLETTE COUNTY

Dana Lenn - Deputy
Clerk of District Court

244552

RECORDED December 14 1993 12:40 PM
IN BOOK U Misc 6 PAGE 335
FEES $ 0
COUNTY CLERK
PINEDALE WYOMING

District Court

CLARK COUNTY, NEVADA

FILED

DEC 14 2 24 PM '93

Loretta Bowman

In the Matter of the Guardianship of

MARILYN LaFORGE

a(n) Adult Ward.

Case No. G15653

LETTERS OF GUARDIANSHIP

On the 10th day of December, 19 93, an Order of the Court was entered appointing

Hans Strauss as General Guardian of ☒ the Estate, ☒ the person of the above named ward a(n) ☐ minor ☒ adult. The named guardian, having duly qualified, is authorized to act and has the authority and shall perform the duties of such guardian.

In testimony of which, I have this date issued these Letters and affixed the seal of the Court.

CLERK OF COURT

LORETTA BOWMAN

By: _____ DEC 14 1993
DEPUTY CLERK — Date

DISTRICT COURT SEAL

OATH

I Hans Strauss residing at 5243 S. Sandhill, Las Vegas Nevada 89120 whose mailing address is _____
(State mailing address if different from residence)

solemnly affirm that I will faithfully perform according to law duties of guardian and that any matters stated in any petition or paper filed with the Court are true of my own knowledge or if any matters are stated on information or belief, I believe them to be true.

Hans Strauss
Guardian

HANS STRAUSS

SUBSCRIBED AND AFFIRMED to before me this
14th day of December, 1993

CLERK OF COURT

By: _____
Deputy Clerk

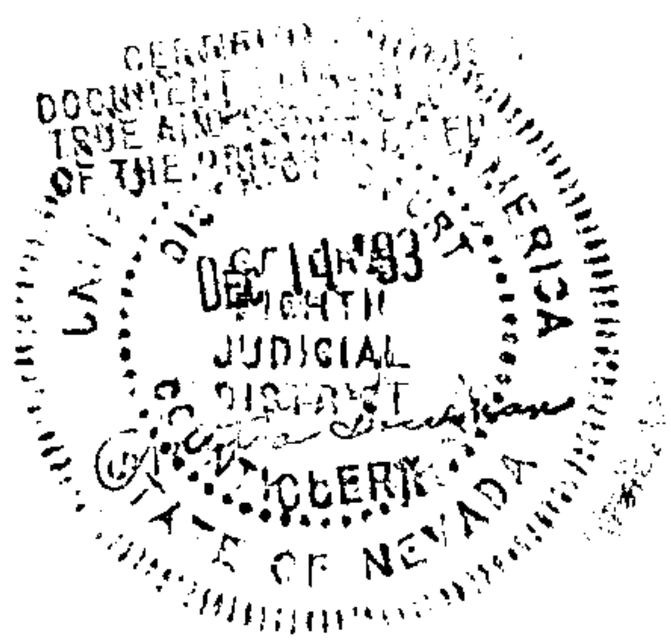
(OR): R. Steven Young
NOTARY PUBLIC

County of: _____
State of: _____

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
R. STEVEN YOUNG
My Appointment Expires Oct. 11, 1995

244590

RECORDED December 15 1993 2:15 PM
IN BOOK 62 MISC L & C PAGE 336
FEES $ 12.00 Mary
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Walker


DEC 14 '93
JUDICIAL
CLERK
OF NEVADA

R. STEVEN YOUNG, ESQ.
Nevada Bar # 465
601 E. Charleston Blvd.
Las Vegas, Nevada 89104
(702) 384-4555
Attorney for Petitioner
Hans Strauss

FILED

Dec 13 4 30 PM '93

DISTRICT COURT

CLERK

CLARK COUNTY, NEVADA

* * * * *

In the Matter of the Guardianship of the Estate of

MARILYN LaFORGE,

an Adult Ward.

CASE NO.: G15653

ORDER APPOINTING GUARDIAN

Date of Hearing: 12/10/93
Time of Hearing: 11:00 a.m.

Upon review of the verified Petition for Appointment of Guardian submitted by Hans Strauss, the same having come on regularly for hearing before the above-entitled Court and it appearing to the satisfaction of the Court that proper notice of hearing of this matter has been duly given in the manner required by law; that all allegations contained in said verified petition are true and correct; and good cause appearing therefor,

NOW, THEREFORE, IT IS HEREBY ORDERED AND DETERMINED by the Court that MARILYN LaFORGE is incompetent to manage her person and estate; and it is

FURTHER ORDERED that HANS STRAUSS be, and is hereby

601 E. CHARLESTON
LAS VEGAS, NEVADA 89104
(702) 384-4555
(702) 384-4FAX

appointed to act as Guardian of the person and estate of the said MARILYN LaFORGE, a resident of this State, and that Letters of Guardianship shall issue to the said Hans Strauss, upon his taking the oath of office as required by law and posting a bond in the sum of $20,000.00;

IT IS FURTHER ORDERED that Hans Strauss shall have the power and authority as may be necessary in order to conserve and protect the person and property of the adult ward from injury; and it is

FURTHER ORDERED that Hans Strauss shall notify Marilyn LaForge, the adult ward, of the entry of this Order.

DATED this 10th day of DECEMBER, 1993.

STEVEN E. JONES

DISTRICT JUDGE

Submitted by:

LAW OFFICES OF R. STEVEN YOUNG

R. STEVEN YOUNG, ESQ.
Nevada Bar # 465
601 E. Charleston Blvd.
Las Vegas, Nevada 89104
Attorney for Petitioner

R. STEVEN YOUNG, ESQ.
601 E. CHARLESTON
LAS VEGAS, NEVADA 89104
(702) 384-4555
(702) 384-4FAX

ORDER APPOINTING GUARDIAN: MARILYN LAFORGE, CASE NO.: G15653

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE
DEC 13 '93
CLERK

WAIVER OF HOMESTEAD RIGHTS

I, DIANNE C. PATTON, spouse of MATTHEW H. PATTON, of Fulton County, Georgia, hereby release and waive all my rights under and by virtue of the homestead exemption laws of the State of Wyoming, in and to the following described real property located in Sublette County, Wyoming, to-wit:

Lots 4 and 5, Windsong Hill South 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.

DATED this 6th day of December, 1993.

Dianne C. Patton
DIANNE C. PATTON

STATE OF GEORGIA)
)
COUNTY OF FULTON)

The foregoing instrument was acknowledged before me this 6th day of December, 1993, by DIANNE C. PATTON.

Witness my hand and official seal.

Laurea A. Henderson
Notary Public

My Commission expires:

Notary Public, Dekalb County, Georgia.
My Commission Expires January 18, 1997

244592

RECORDED December 15, 1993 2:30 PM
IN BOOK 62 Misc. PAGE 340
FEES $ 6.00
SUBLETTE COUNTY PINEDALE WYOMING
COUNTY CLERK
By Cathy Saxton

341

DEED OF CONSERVATION EASEMENT
(Upper Green River - Eshelman)

THIS GRANT DEED OF CONSERVATION EASEMENT is entered in this 16th day of December, 1993 by JOHN W. ESHELMAN of Box 722, Wilson, Wyoming 83014 (hereinafter referred to as "Grantor"), and THE NATURE CONSERVANCY, a District of Columbia non-profit corporation (hereinafter referred to as the "Conservancy"),

WITNESSETH THAT:

WHEREAS, Grantor is the owner of certain real property in Sublette County, Wyoming, more particularly described in Exhibit A hereto (hereinafter referred to as the "Grantor's Land"); and

WHEREAS, Grantor's Land currently remains in a substantially undisturbed, natural state and has significant ecological and open-space values; and

WHEREAS, Grantor's Land is a valuable element of the Upper Green River drainage, which includes Grantor's Land the Green River, its wetlands, and the aesthetic and ecological values thereof, including flora, fauna, and soils; and

WHEREAS, Grantor's Land provides significant relatively natural habitat for native wildlife and plants; and

WHEREAS, Grantor's Land includes a significant migration corridor for ungulate species; and

WHEREAS, the protection of the ecological features and elements of Grantor's Land will contribute to the ecological integrity of the Green River and of the Bridger-Teton National Forest; and

WHEREAS, all of the natural elements and ecological and open-space values on Grantor's Land are of great importance to Grantor and the Conservancy and to the people of the State of Wyoming, and are worthy of preservation; and

WHEREAS, Grantor, as owner in fee of Grantors' Land, owns the affirmative rights to identify, to preserve and protect in perpetuity, and to enhance and restore the native species, natural features, and processes of Grantor's Land; and

WHEREAS, Grantor desires and intends to transfer such rights to the Conservancy; and

244630

l:\wyfo\upper green river\eshelman\conease.1
November 17, 1993

RECORDED December 16, 1993 1:00 PM
IN BOOK 102 PAGE 341
FEES $ 34.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

WHEREAS, the Conservancy is organized to preserve and protect natural areas and ecologically significant land for aesthetic, scientific, charitable, and educational purposes, and is qualified under Section 170(h)(3) of the Internal Revenue Code of 1954, as amended, to acquire and hold conservation easements;

NOW THEREFORE, in consideration of the mutual covenants contained herein, Grantor does hereby convey to The Nature Conservancy, a District of Columbia non-profit corporation with offices at 1815 North Lynn Street, Arlington, Virginia, its successors and assigns, a conservation easement in perpetuity consisting of the rights hereinafter enumerated, over and across Grantor's Land (hereinafter referred to as the "Conservation Easement").

1. Purpose. It is the purpose of this Conservation Easement to preserve and protect in perpetuity and to enhance and restore the significant relatively natural habitat and natural ecosystems of Grantor's Land. Specifically, and without limitation of the general purposes, it is the purpose hereof to preserve, protect, and enhance the wintering range and other native wildlife habitat on Grantor's Land. In so doing, it is the purpose of this Conservation Easement to permit the continuation on Grantor's Land of such residential, recreational, ranching and agricultural uses as are consistent with the conservation purposes of this Conservation Easement.

2. Easement Documentation Report. The parties acknowledge that an Easement Documentation Report ("Report") for Grantor's Land has been prepared by a competent naturalist familiar with the environs, a copy of which shall be attached as an exhibit to and incorporated in this Conservation Easement following recordation of this Conservation Easement. Further, each of the parties has received a copy of the Report and has it on file at their respective addresses. The Report has been reviewed and approved by the Conservancy and Grantor as an accurate representation of the biological and physical condition of Grantor's Land at the time of this grant. Notwithstanding the foregoing, in the event a controversy arises with respect to the nature of the biological and/or physical condition of Grantor's Land, the parties shall not be foreclosed from utilizing any and all other relevant documents, surveys, reports, or other information in the resolution of the controversy.

3. Conservancy's Rights. The rights conveyed to the Conservancy by this Conservation Easement are the following:

A. To identify, to preserve and protect in perpetuity and to enhance, by mutual agreement, the significant relatively natural habitat for plants and wildlife and similar ecosystems on Grantor's Land.

B. To enter upon Grantor's Land to enforce the rights herein granted, to study and make scientific observations of its ecosystems, and to determine whether Grantor's activities are in compliance with the terms of this Conservation Easement, all upon reasonable prior written notice to Grantor, and in a manner that will not unreasonably interfere with the use being made of Grantor's Land, consistent with this Conservation Easement, at the time of such entry. The Conservancy shall also have the right of immediate entry to Grantor's Land if, in the Conservancy's sole judgment, such entry is necessary to prevent damage to or the destruction of the conservation purposes of this Conservation Easement, which will be reasonably exercised and will take into account Grantor's right to engage in residential, recreational, ranching and agricultural activities as set out in paragraph 1 herein.

C. To enjoin any activity on, or use of, Grantor's Land which is inconsistent with the Conservation Easement and to enforce the restoration of such areas or features of Grantor's Land as may be damaged by such activities.

4. Grantor's Rights. The following uses and practices, though not an exhaustive recital of consistent uses and practices, are consistent with this Conservation Easement, and these practices may not be prevented or limited by this Conservation Easement except for the requirement of or prior approval from the Conservancy where provided herein:

A. To construct a principal residence, and accessory structures, at any location on Grantor's Land.

B. To pasture and graze livestock, provided (1) that range shall be maintained in a "good to excellent" condition as determined by the standards of the U.S.D.A. Soil Conservation Service; and (2) further, that such grazing shall not materially adversely affect the wintering habitat for elk and mule deer or the other significant relatively natural habitat for plants, wildlife, and similar ecosystems on Grantor's Land.

C. To continue residential, recreational, ranching and agricultural activity on Grantor's Land which shall specifically include the right to lease pasture for grazing purposes only, the right to harvest forage from currently existing hay meadows and enhance their productivity through cultivation and reseeding, if necessary, in a fashion that does not negatively impact the purposes of this Conservation Easement, and the right to drive recreational and/or ranch vehicles anywhere on Grantor's Land, as necessary for the uses of Grantor's Land permitted herein.

D. To engage in recreational activities on Grantor's Land in a fashion that does not significantly negatively impact the purposes of this Conservation Easement, which shall specifically include the right to use recreational vehicles on Grantor's Land.

E. To build, maintain, and repair perimeter and other fencing related to the residential, recreational, ranching and agricultural uses permitted herein, provided that fencing shall be constructed so as not to exclude or unduly restrict wildlife movement to and from historical use areas located on or off of Grantor's Land.

F. To maintain, repair, and, in the event of its destruction, to reconstruct or replace any building or irrigation structure now existing or permitted herein with another of similar size, function, capacity, location, and materials.

G. To construct new agricultural or irrigation structures as necessary for the agricultural and livestock activities permitted herein.

H. To construct utility systems within existing easements or rights of way and to, maintain, repair, and construct such utility systems and roads as are necessary for the uses of Grantor's Land permitted herein.

I. To construct one additional residential building and accessory structures for the purpose of accommodating guests and/or caretakers only, at any location on Grantor's Land, provided that the residential building shall be no larger that 2,000 square feet.

J. To plant, transplant and maintain native species and plant communities to protect, preserve, and enhance the aesthetic and wildlife habitat values of the Grantor's Land, and for residential, recreational, ranching and agricultural purposes; and to conduct prescribed burns in conjunction with the Conservancy for those purposes.

K. To use agrichemicals, including but not limited to fertilizers, only in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable ranching and agricultural purposes, it being understood and agreed that the use of such chemicals shall in all cases be conducted in such a manner as to minimize any adverse effects upon the underlying natural habitat values and surface or subsurface water resources of Grantor's Land.

L. To selectively harvest standing timber for the residential, recreational, ranching and agricultural purposes permitted herein.

M. To restore, abandon or re-seed existing roadways on Grantor's Land, using only native species.

5. Notice. Grantor shall not undertake any activity pursuant to provisions G, H and I without first having notified the Conservancy as provided herein. Prior to the commencement or undertaking of any such activity, Grantor shall send the Conservancy written notice of the intention to commence or undertake such activity. Said notice shall inform the Conservancy of all aspects of such proposed activity including, but not limited to, the nature, siting, size, capacity, and number of improvements, facilities, or uses.

Said notice shall be sent by registered or certified mail, return receipt requested, and shall be addressed to the Conservancy's Western Regional Attorney, 2060 Broadway, Suite 230, Boulder, Colorado 80302 with a copy to the Conservancy's Wyoming Field Office, 258 Main Street, Lander, Wyoming 82520, or to such other address as Grantor may be from time to time informed of in writing by the Conservancy.

The Conservancy shall have thirty (30) days from the posting of such notice, as indicated by the registered or certified return receipt, to review the proposed activity and to notify Grantor of its objections thereto. Such objections, if any, shall be based upon the Conservancy's opinion that the proposed activity is inconsistent with this Conservation Easement. Said notice shall inform Grantor of the manner in which the proposed activity can be modified to be consistent with this Conservation Easement.

The Conservancy's response to Grantor's notice shall be sent by registered or certified mail, return receipt requested, to Grantor at Box 722, Wilson, Wyoming 83014, or to such other address as the Conservancy from time to time may be informed of in writing by Grantor.

Should the Conservancy fail to post its response to Grantor's notice within thirty (30) days of the posting of said notice, the proposed activity shall automatically be deemed consistent with the terms of this Conservation Easement, the Conservancy having no further right to object to the activity identified by such notice.

Grantor shall be under no liability or obligation for any failure in the giving of notice as required above with regard to any activity undertaken by Grantor necessitated by virtue of

fire, flood, act of God, or other element, or cause beyond the control of Grantor similar to those hereinabove specified.

6. Prohibited Activities. The following uses and practices by Grantor are inconsistent with the purpose of this Conservation Easement, and shall be prohibited:

A. The change, disturbance, alteration, or impairment of the significant relatively natural habitat for plants, wildlife, or similar ecosystems within and upon Grantor's Land, except as provided herein.

B. The construction or placement of any buildings, camping accommodations, mobile homes, boat ramps, billboards, or other advertising materials or any structures, except as expressly provided herein.

C. The removal, destruction, or cutting of native vegetation, except by grazing, haying or timbering for ranching and agricultural activities.

D. The use of agrichemicals other than for the control of noxious weeds and/or pests, except as provided herein.

E. The trapping of animals and the hunting of any non-game animals, except as herein provided.

F. The exploration for or extraction of minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, or other materials on or below the surface of Grantor's Land, with the exception of any exploration or extraction of such materials as may be necessary and permissible for activities as specified and permitted by this Conservation Easement, including, construction and roadway improvements as specified herein. Grantor agrees to promptly reclaim the surface of such gravel pit after each extraction.

G. The division, subdivision, or de facto subdivision of Grantor's Land; provided, however, that:

(1) Grantor may convey a portion or portions of Grantor's Land to either of the two adjoining property owners whose properties are encumbered by conservation easements substantially in the form of this Conservation Easement. A description of the three encumbered properties is attached hereto as Exhibit B. In that event, an amendment to each conservation easement shall be recorded, such that the property so conveyed would be removed from the terms of this Conservation Easement and made subject to the terms of the adjoining conservation easement instead.

(2) Grantor may adjust his boundary line with the property to this east which property is described in the attached Exhibit C. In that event, an amendment to this Conservation Easement shall be recorded, to subject any property so acquired by the Grantor to the terms of this Conservation Easement, and to separately list the property conveyed to the adjoining property as still being subject to the terms of this Conservation Easement.

H. The establishment or maintenance of any commercial feed lot, which shall be defined for purposes of this Conservation Easement as a permanently constructed confined area or facility within which the land is not grazed or cropped annually, for purposes of engaging in the business of the reception and feeding of livestock for hire.

I. The dumping or other disposal of toxic materials or of non-compostable refuse.

J. The manipulation, diversion, or other alteration of natural water courses, wetlands, or other bodies of water or any practice which degrades or destabilizes their natural banks or shorelines, except such projects as may specifically be approved and permitted by the appropriate local, state, and federal authority, and as otherwise provided herein.

K. The degradation, pollution, or drainage of any surface or sub-surface water.

L. Any change in the topography of Grantor's Land through the placement therein of soil, land fill, dredging spoils, or other material, except as incidental and necessary to the activities permitted herein.

M. The harvest of timber or collection of firewood, except as otherwise provided herein.

N. Any commercial or industrial use, except indoor home occupations, and except the ranching and agricultural activity permitted herein.

O. The feeding of big game species or other wild animals, except the responsible wildlife management activities carried out by the Wyoming Department of Game and Fish with the consent of the Grantor and the Conservancy.

7. Remedies and Enforcement. Should Grantor undertake any activity requiring approval of the Conservancy without or in advance of securing such approval, or undertake any activity in violation of the terms of this Conservation Easement, the Conservancy shall have the right to force the restoration of that

portion of Grantor's Land affected by such activity to the condition that existed prior to the undertaking of such unauthorized activity. In such case, the prevailing party shall be entitled to its costs of suit, including attorneys' fees, and, if the Conservancy prevails, the cost of such restoration. In the event that redress is secured without a completed judicial proceeding, the parties shall each be liable for their respective costs of suit. Nothing herein contained shall be construed to preclude Grantor from exhausting his legal remedies in determining whether the proposed activity to which the Conservancy has objected is inconsistent with the Conservation Easement.

Enforcement of the terms and provisions of this Conservation Easement shall be at the discretion of the Conservancy. Any forbearance on behalf of the Conservancy to exercise its rights herein in the event of any breach by Grantor shall not be deemed or construed to be a waiver of the Conservancy's rights herein, in the event of any subsequent breach.

8. Taxes and Costs. Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on Grantor's Land, including any tax or assessment on the easement herein granted, and to bear all costs of his operation, upkeep, and maintenance of Grantor's Land, and does hereby indemnify the Conservancy therefrom.

9. Change in Conditions.

A. It is the intention of the parties that the conservation purposes of this Conservation Easement shall be carried out in perpetuity. In the event that a later unexpected change in the conditions of or surrounding the Grantor's Land makes impossible or impractical its continued use for the conservation purposes described herein and the restrictions are extinguished by judicial proceeding and Grantor's Land is subsequently sold, exchanged, or condemned, the Conservancy will apply its share, determined as set forth below, of any proceeds received from such sale, exchange or taking, in a manner consistent with the conservation purposes of this Conservation Easement or for the protection of a "relatively natural" habitat of fish, wildlife or plants or similar ecosystems, as that phrase is used in P. L. Public Law, 96-541, 26 U.S.C. 170 (L)(4)(a)(ii), as amended, and in the regulation promulgated under such statute.

B. The Grantor agrees that the donation of a perpetual Conservation Easement gives rise to a property right immediately vested in the Conservancy, with a fair market value that is at least equal to the proportionate value that the Conservation Easement, at the time of the gift, bears to the value of Grantor's Land at that time. Grantor and the Conservancy have

agreed in a separate writing as to such proportionate value, which for purposes of this paragraph, shall remain constant. Accordingly, if a change in conditions gives rise to the extinguishment of time restrictions of this Conservation Easement, the Conservancy on subsequent sale, exchange or taking of Grantor's land, shall be entitled to a portion of the proceeds at least equal to that proportionate value of the Conservation Easement unless state law provides that the Grantor is entitled to the full proceeds from the conversion without regard to the terms of the prior perpetual conservation restrictions.

10. Access. Nothing herein contained shall be construed as affording the public access to any portion of the land subject to this Conservation Easement.

11. Amendments. If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and the Conservancy may by mutual written agreement jointly amend this Conservation Easement; provided that no amendment shall be made that will adversely affect the qualification of this Conservation Easement or the status of the Conservancy under any applicable laws, including Section 170 (h) (3) and 501 (c)(3) of the Internal Revenue Code of 1986. Any such amendment shall be consistent with the purpose of this Easement, shall not affect its perpetual duration, shall not permit additional residential development on Grantor's Land other than residential development permitted by this Conservation Easement on its effective date, and shall not permit any impairment of the significant conservation values of Grantor's Land. Nothing in this paragraph shall require Grantor or the Conservancy to agree to any amendment or to consult or negotiate regarding any amendment.

12. Appurtenant. The Conservation Easement granted herein is appurtenant to certain real property owned by the Conservancy and more particularly described in Exhibit D, attached hereto and made a part hereof by this reference.

13. Assignment. The Conservancy may not assign this easement to any organization without Grantor's consent, which approval shall not be unreasonably withheld.

14. Binding Effect. This Conservation Easement shall run with and burden title to Grantor's Land in perpetuity, and shall bind Grantor, and his heirs, administrators, personal representatives, successors, and assigns.

15. Definitions. The terms "Grantor" and "Conservancy," wherever used herein, and any pronouns used in place of those terms, shall be deemed to include, respectively, Grantor and his heirs, personal representatives, executors, administrators,

successors, and assigns, and the Conservancy, its successors and assigns.

16. Invalidity of Provision. If any provision of this Deed of Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of the Deed of Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

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

John W. Eshelman
JOHN W. ESHELMAN

Ben C. Pierce
THE NATURE CONSERVANCY
By
Its Wyoming State Director

STATE OF WYOMING)
) ss.
County of Sublette)

I, Mary L. Lankford, County Clerk a ~~Notary Public~~, hereby certify that on the 16th day of December, 1993, personally appeared before me, John W. Eshelman, who being by me first duly sworn, declared that he signed the foregoing document and has executed the same as his free act and deed.

WITNESS my hand and seal.

Mary L Lankford
~~Notary Public~~
County Clerk
By Cathy Saxton, Deputy County Clerk

My ~~commission~~ expires: 1/2/95

I, Sandra Behrendsen, a Notary Public, hereby certify that on the 16th day of December, 1993, personally appeared before me, Ben C. Pierce, a representative of the Nature Conservancy, who being by me first duly sworn, declared that he signed the foregoing document and has ~~executed the same as~~ his free act and deed.

SANDRA BEHRENDSEN-NOTARY PUBLIC
STATE OF WYOMING COUNTY OF FREMONT
MY COMMISSION EXPIRES JULY 25, 1994

WITNESS my hand and seal.

Sandra Behrendsen
Notary Public

My commission expires: July 25, 1994

EXHIBIT A

LEGAL DESCRIPTION

Township 36 North, Range 112 West of the 6th P.M., Sublette County, Wyoming

Section 1: Lots 3, 4, S/2NW/4, N/2SW/4, SW/4SW/4 excepting from the SW/4SW/4 that portion lying and being South and West of U. S. Highway 187

Section 2: SE/4SE/4NE/4, NE/4SE/4 excepting therefrom that portion lying and being South and West of U. S. Highway 187 and further excepting therefrom that portion conveyed by Warranty Deed recorded August 11, 1971 in Book 15 of Deeds, Page 278

Township 37 North, Range 111 West of the 6th P.M., Sublette County, Wyoming

Section 33: E/2, excepting therefrom a tract of land beginning at the northwest corner of the NE/4, going east along the north section line of Section 33, 1,210 feet; thence south 900 feet; thence west 1,210 feet; thence north 900 feet to the point of beginning.

EXHIBIT B

Eshelman Property

Township 36 North, Range 112 West of the 6th P.M., Sublette County, Wyoming

Section 1: Lots 3, 4, S/2NW/4, N/2SW/4, SW/4SW/4 excepting from the SW/4SW/4 that portion lying and being South and West of U. S. Highway 187

Section 2: SE/4SE/4NE/4, NE/4SE/4 excepting therefrom that portion lying and being South and West of U. S. Highway 187 and further excepting therefrom that portion conveyed by Warranty Deed recorded August 11, 1971 in Book 15 of Deeds, Page 278

Township 37 North, Range 111 West of the 6th P.M., Sublette County, Wyoming

Section 33: E/2, excepting therefrom a tract of land beginning at the northwest corner of the NE/4, going east along the north section line of Section 33, 1,210 feet; thence south 900 feet; thence west 1,210 feet; thence north 900 feet to the point of beginning.

Rizza Property

Lots 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

Lots 14, 17, 18, 19, 25, 26, 27, 28, 29, 35, 37, 38, 39, 40, 41, 42, and 43 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

Smith Property

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 20, 21, 22, 23, 24, 44, 45, 46, 47, 48, 49, 50, 51, 52, and 53 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

EXHIBIT C

T37N R111W Sec. 34 W1/2 W1/2

EXHIBIT D

Beginning at the SE Corner of the SW¼, which is also described as the SE Corner of Lot 53, Section 33, Township 37 North, Range 111 West of the 6th P.M., Sublette County, Wyoming, which point may also be described as being the midway point of Section 33 on a line separating Township 36 North and Township 37 North, then by metes and bounds as follows:

208.71 feet due West, thence 208.71 feet due North, thence 208.71 feet due East, thence 208.71 feet due South to THE POINT OF BEGINNING.

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

IN THE DISTRICT COURT

SEVENTH JUDICIAL DISTRICT

Probate No. 16429

IN THE MATTER OF)
)
THE CONSERVATORSHIP OF)
)
JASON A. OLAND and)
)
BRIAN P. OLAND,)
)
MINOR CHILDREN.)

CERTIFIED COPY

FILED
OCT 21 1993
SUE PATE
Clerk of District Court
BY GEN TUMA
DEPUTY

ORDER AUTHORIZING SALE OF REAL PROPERTY

THE COURT, UPON THE PETITION OF Thomas K. Oland and Susan K. Oland, temporary conservators of the captioned estate, for approval of the sale of real property FINDS:

1. That Jason A. Oland and Brian P. Oland are joint tenants, along with their parents Thomas K. Oland and Susan K. Oland.

2. That the property is described as follows:

W1/3 of Lots 5, 12, and 21 of the Jim Bridger Estates, First Filing, Sublette County, Wyoming.

3. That Thomas K. Oland and Susan K. Oland now have an opportunity to sell the described property.

4. That it is the desire of the conservators to use other estate planning tools to pass inheritance on to their children.

5. That the property was placed into joint tenancy with the wards for estate planning purposes only.

6. That it is in the best interest of the wards for the property to be sold.

NOW THEREFORE, it is ordered that Thomas K. Oland and Susan K. Oland are authorized to convey on behalf of Jason A. Oland and Brian P. Oland the property described as W1/3 of Lots 5, 12, and 21 of the Jim Bridger Estates, First Filing, Sublette County, Wyoming.

DATED this 21st day of October, 1993

DAN SPANGLER
District Court Judge

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 21 day of Oct 1993
SUE PATE, Clerk of District Court, 7th Judicial District
In and for Natrona County, Wyoming.
By Gen Tuma
Deputy

244632
RECORDED Dec 14, 1993 3:21 PM
IN BOOK Misc A PAGE 356
FEES $ 5.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

IN THE DISTRICT COURT

SEVENTH JUDICIAL DISTRICT

Probate No. 16429

IN THE MATTER OF
THE CONSERVATORSHIP OF
JASON A. OLAND and
BRIAN P. OLAND,
MINOR CHILDREN.

CERTIFIED COPY

FILED
OCT 21 1993
SUE PATE
Clerk of District Court
GEN TUMA
DEPUTY

LETTERS OF CONSERVATORSHIP

Thomas K. Oland and Susan K. Oland are hereby appointed TEMPORARY CONSERVATORS of Jason A. Oland and Brian P. Oland.

DATED this 21 day of Oct, 1993.

Clerk of District Court of Natrona County, Wyoming, with the seal of the Court affixed, this 21 day of Oct, 1993.

SEAL

SUE PATE,
Clerk of District Court

GEN TUMA
Deputy

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

I do solemnly swear that I will faithfully perform the duties of TEMPORARY CONSERVATOR the estates of Jason A. Oland and Brian P. Oland according to law.

Thomas K. Oland
Thomas K. Oland

Susan K. Oland
Susan K. Oland

Subscribed and sworn and acknowledged to before me by Thomas K. Oland and Susan K. Oland this 21st day of October, 1993.

Larry W. Harrington - Notary Public
County of Natrona State of Wyoming
My Commission Expires Nov. 21, 1995

Larry W. Harrington
Notary Public

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 21 day of Oct 1993.
SUE PATE, Clerk of District Court, 7th Judicial District in and for Natrona County, Wyoming.
By Gen Tuma
Deputy

MODIFICATION OF CONTRACT

WHEREAS, on April 25, 1990, JAMES FRANKLIN TUCKER and LOA G. TUCKER, husband and wife, as Sellers, and FRANCIS K. RINGDAHL and DOLORES M. RINGDAHL, husband and wife, as Buyers, entered into an Agreement for Warranty Deed whereby Sellers agreed to sell and Buyers agreed to buy the following described real property, to-wit:

> East third (E 1/3) of Tracts 5, 12, and 21 of 1st Filing of Jim Bridger Estates, Sublette County, Wyoming, as the same appears of record on the official plat thereof filed in the office of the County Clerk, Sublette County, Wyoming, RESERVING unto Sellers all remaining oil, gas and other minerals,

a Memorandum of which contract was recorded on April 26, 1990, in Book 57 of Miscellaneous, Page 191, in the office of the Sublette County, Clerk; and

WHEREAS, on August 24, 1993, DOLORES M. RINGDAHL deed her interest in said property to FRANCIS KENNETH RINGDAHL, by quitclaim deed recorded September 17, 1993, in Book 10 of Quitclaim Deed, Page 482; and

WHEREAS, on the 10th day of December, 1993, FRANCIS KENNETH RINGDAHL deeded his interest back to Sellers, by quitclaim deed recorded the 16th day of December, 1993, in Book 10 of Quitclaim Deeds, Page 567, in order to correct and amend the description of the lands covered by said Agreement for Warranty Deed:

NOW, THEREFORE, in consideration of the conveyance back to the Sellers of the above described lands and other good and valuable consideration, said Agreement for Warranty Deed is amended as follows:

1. The legal description of the land to which said Agreement for Warranty Deed applies is changed from that described in said Agreement and Memorandum to:

> Lot 21, Jim Bridger 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,
> RESERVING unto Sellers all remaining oil, gas and other minerals.

2. All terms and conditions of said Agreement for Warranty Deed, Memorandum of Contract, and Escrow Instructions not specifically modified herein remain in full force and effect.

SELLERS:

James Franklin Tucker
JAMES FRANKLIN TUCKER

Loa G. Tucker
LOA G. TUCKER

BUYER:

Francis K Ringdahl
FRANCIS K. RINGDAHL

244651

RECORDED December 17 1993 1:30 PM
IN BOOK 62 MISC PAGE 358
FEES $ 8.00 Mary A. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Walker

STATE OF WYOMING)
)
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me this 10 day of DECEMBER, 1993, by JAMES FRANKLIN TUCKER and LOA G. TUCKER.

Witness my hand and official seal.

NOTARY PUBLIC My Commission Expires Aug 19 1996 Sweetwater County Wyoming

David K. Dahl
Notary Public

My commission expires:

STATE OF WYOMING)
)
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me this 10 day of DECEMBER, 1993, by FRANCIS K. RINGDAHL.

Witness my hand and official seal.

NOTARY PUBLIC My Commission Expires Aug 19 1996 Sweetwater County Wyoming

David K. Dahl
Notary Public

My commission expires:

THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

ROBERT SCOTT THOMPSON, Respondent/Plaintiff vs. SEVIM AY THOMPSON Petitioner/Defendant	Civil No. 3156

NOTICE OF PENDENCY OF ACTION

Petitioner/Defendant has petitioned the District Court for enforcement an order and decree of divorce. The following real estate is recorded in the 32nd book of DEEDS, page 482, as belonging, one half undivided interest, to the Respondent/Plaintiff:

Township 30 North, Range 111 West of the 6th P.M.

Section 2- SW4 SE4; S2 SW4

Section 11- W2 NE4; NW4

DATED this 17th day of December, 1993.

Dale Aronson
Attorney for
Petitioner/Defendant
P.O. Box 1418
Pinedale, WY 82941
(307) 367-2610

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 17th day of December, 1993, by Dale Aronson.

WITNESS my hand and official seal.

Debi K Ruland
Notary Public

DEBI K RULAND - NOTARY PUBLIC
County of Sublette — State of Wyoming
My Commission Expires Sept. 14, 1996

244653

RECORDED Dec 17, 1993 4:00 PM
IN BOOK 62 MISC PAGE 360
FEES $ 6.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Cathy Saxton

360

THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

ROBERT SCOTT THOMPSON, Respondent/Plaintiff vs. SEVIM AY THOMPSON Petitioner/Defendant	Civil No. 3156

NOTICE OF PENDENCY OF ACTION

Petitioner/Defendant has petitioned the District Court for enforcement an order and decree of divorce. The following real estate is recorded in the 33rd book of DEEDS, page 26, as belonging to the Respondent/Plaintiff:

Town of Marbleton

Block 25: W2 of Lots 23 & 24

DATED this 17th day of December, 1993.

Dale Aronson
Attorney for
Petitioner/Defendant
P.O. Box 1418
Pinedale, WY 82941
(307) 367-2610

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 17th day of December, 1993, by Dale Aronson.

WITNESS my hand and official seal.

DEBI K. RULAND - NOTARY PUBLIC
County of Sublette — State of Wyoming
My Commission Expires Sept. 14, 1996

Debi K. Ruland
Notary Public

244657

RECORDED Dec 17 1993 4:00 PM
IN BOOK 42 Misc. PAGE 361
FEES $ 4.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

AFFIDAVIT OF SURVIVORSHIP

STATE OF North Carolina)
)ss.
COUNTY OF Buncombe)

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

That she is the surviving spouse of JACK LORAINE McCRACKEN, a/k/a JACK L. McCRACKEN, who died September 23, 1992, in Sublette County, Wyoming.

That at the time of the death of JACK LORAINE McCRACKEN, a/k/a JACK L. McCRACKEN, he owned certain real property by virtue of certain Warranty Deeds; said lands being more particularly described as follows:

An undivided one-third (1/3) interest as tenants by the entirety in and to Township 31 North, Range 114 West of the 6th P.M., Sublette County, Wyoming;

Section 13: SW¼SW¼;
Section 14: S½S½;
Section 21: SE¼SE¼;
Section 22: E½NE¼, SW¼NE¼, SE¼NW¼, N½SE¼, NW¼NW¼SW¼SE¼, E½SW¼, S½SW¼SW¼, E½SE¼NW¼SW¼, NE¼SW¼SW¼;
Section 23: N½N½, SW¼NE¼, S½NW¼, NW¼SW¼;
Section 27: NW¼NW¼;
Section 28: NE¼, SE¼NW¼, N½SW¼;
Section 29: NE¼SE¼;

and,

An undivided one-fourth (1/4) interest as tenants by the entirety in and to Township 27 North, Range 112 West, of the 6th P.M., Sublette County, Wyoming:

Section 3: Lots 8 and 9, S½NW¼, SW¼, 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";

244660
244660

RECORDED Dec 17 1993 4:35 PM
IN BOOK M2 Misc Rec PAGE 362
FEES $ 12.00
SUBLETTE COUNTY, PINEDALE WYOMING COUNTY CLERK

362 By Cathy Saxton

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, S½NE¼, SE¼SW¼, SE¼;

Section 9: Lots 1, 4 and 5, N½NE¼, SW¼NE¼, NW¼, N½SW¼, SE¼SW¼, W½SE¼, excepting those parts of the NW¼ and NW¼SW¼ 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: SW¼NE¼, N½SE¼, SE¼SE¼;

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.

Said Warranty Deeds being recorded in the office of the Sublette County Clerk on April 25, 1989 in Book 29 of Deeds, Page 54 and on April 17, 1991 in Book 30 of Deeds, Page 509, respectively.

That the deceased JACK LORAINE McCRACKEN, a/k/a JACK L. McCRACKEN, is one of the grantees in the beforementioned Warranty Deeds, and that the affiant,

MARY T. McCRACKEN is one and the same person as the said MARY T. McCRACKEN, the other grantee in the beforementioned Warranty Deeds.

That the beforementioned Warranty Deeds created a tenancy by the entireties with full right of survivorship under the laws of the State of Wyoming and, at the death of JACK LORAINE McCRACKEN, a/k/a JACK L. McCRACKEN, all equity, right, title and interest of JACK LORAINE McCRACKEN, a/k/a JACK L. McCRACKEN, in the beforementioned real property passed to and was vested in MARY T. McCRACKEN.

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 JACK LORAINE McCRACKEN, a/k/a JACK L. McCRACKEN, deceased.

DATED this 7th day of September, 1993.

Mary T. McCracken
MARY T. McCRACKEN

Subscribed and sworn to before me by MARY T. McCRACKEN, this 7th day of September, 1993.

WITNESS my hand and official seal.

Dana W. Rhyne
NOTARY PUBLIC

My Commission Expires:
July 12, 1997

365

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

92-02299
STATE FILE NUMBER

LOCAL FILE NUMBER 02892

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME FIRST: JACK | MIDDLE: LORAINE | LAST: MCCRACKEN
2. SEX: MALE
3. DATE OF DEATH (Mo., Day, Yr.): SEPTEMBER 23, 1992
4. SOCIAL SECURITY NUMBER: 246-32-3659
5a. AGE-Last Birthday (Years): 66
5b. UNDER 1 YEAR: Months | Days
5c. UNDER 1 DAY: Hours | Minutes
6. DATE OF BIRTH (Mo., Day, Yr.): MAY 6, 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): OPEN SAGE BRUSH FLAT, 2.5 N. OF LABARGE
7c. CITY, TOWN, OR LOCATION OF DEATH: RURAL LABARGE
7d. COUNTY OF DEATH: SUBLETTE
8. STATE OF BIRTH (If not in U.S.A., name country): NORTH CAROLINA
9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): MARRIED
10. SURVIVING SPOUSE (If wife, give maiden name): MARY THOMPSON
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): SALESMAN
12b. KIND OF BUSINESS OR INDUSTRY: AUDIO VISUAL
13a. RESIDENCE - STATE: NORTH CAROLINA
13b. COUNTY: BUNCOMB
13c. CITY, TOWN OR LOCATION: ASHEVILLE
13d. STREET AND NUMBER: 100 LYNN COVE ROAD
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): | College (1-4 or 5+): 5

PARENTS

17. FATHER'S NAME First: GOBLE | Middle: | Last: MCCRACKEN
18. MOTHER'S NAME First: KATE | Middle: | Maiden Surname: HALL

INFORMANT

19a. INFORMANT-NAME (Type or Print): MARY MCCRACKEN
19b. RELATIONSHIP TO DECEDENT: WIFE
19c. MAILING ADDRESS STREET OR R.F.D. NUMBER: 100 LYNN COVE ROAD | CITY OR TOWN: ASHEVILLE | STATE: NORTH CAROLINA | ZIP CODE: 28804

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify): REMOVAL
20b. DATE (Mo., Day, Yr.): SEPT. 25, 1992
20c. CEMETERY OR CREMATORY-NAME: LEWIS MEMORIAL PARK
20d. LOCATION CITY OR TOWN STATE: ASHEVILLE, NORTH CAROLINA
21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature): Edwin Hudson | Number: 337
21b. NAME OF FACILITY: HUDSON'S FUNERAL HOME | Number: 115
21c. ADDRESS OF FACILITY: 164 N. BRIDGER AVE.

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.): SEPTEMBER 24, 1992
22c. HOUR OF DEATH: UNKNOWN M
22d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print):

To be Completed by CORONER Only
23a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title): [signature] CORONER
23b. DATE SIGNED (Mo., Day, Yr.): SEPTEMBER 24, 1992
23c. HOUR OF DEATH: UNKNOWN M
23d. PRONOUNCED DEAD (Mo., Day, Yr.): SEPTEMBER 23, 1992
23e. PRONOUNCED DEAD (Hour): 8:10 P. M

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): DR. WILLIAM FOGARTY, JACKSON, WYOMING 83001

25a. REGISTRAR (Signature): J.S. Johnston MD
25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): SEPTEMBER 24, 1992

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

IMMEDIATE CAUSE (Final disease or condition resulting in death) ⇒ a. Cerebral contusions, multiple — Approximate Interval Between Onset and Death: minutes
DUE TO (OR AS A CONSEQUENCE OF): 33-1
b. Basilar skull fracture
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: None

27. AUTOPSY (Specify yes or no): YES
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): 9-23-92
30b. TIME OF INJURY: UNK M
30c. INJURY AT WORK? (Specify yes or no): NO
30d. DESCRIBE HOW INJURY occurred: HORSE ACCIDENT (NOT WITNESSED)
30e. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify): SAGE BRUSH FLATS
30f. LOCATION (Street and Number or Rural Route Number, City or Town, State): 2.5 mi N of LABARGE, WYO

SEP 29 1992

VR 2-89
2/91 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 November 25, 1992

Deputy State Registrar

MEMORANDUM OF SALE AGREEMENT

An Installment Land Contract has been entered into between Bondurant Capital Limited Liability Company, a Wyoming limited liability company, as Seller, and John Knox Walker, a single man, as Buyer, whose address is Star Route Box 11-14, Jackson, Wyoming, 83001, for the sale and purchase of the following described real estate:

> Tract No. 8 of Bondurant Ranches more particularly described on Exhibit "A" attached hereto and incorporated herein.
>
> Including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, and any rights of grantor to minerals thereunder, but subject to taxes, assessments, covenants, conditions, restrictions, reservations, encroachments, rights-of-way and easements of sight or record (the "Property").

Buyer shall be entitled to enter into possession of the Property on the date of closing.

Seller shall, upon payment in full of the purchase price as provided in the Installment Land Contract, cause a Warranty Deed conveying the Property to be delivered to the Buyer, subject to Seller's right to terminate the Installment Land Contract for default.

THIS MEMORANDUM IS FOR INFORMATION AND RECORDATION PURPOSES ONLY AND DOES NOT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES.

SELLER:

BONDURANT CAPITAL LIMITED LIABILITY COMPANY, a Wyoming limited liability company

BY: _____
its _____

BUYER:

_____
John Knox Walker

244684

RECORDED Dec. 20, 1993 3:20 PM
BOOK 62 misc. PAGE 316
FEE $ 10.00 SUBLETTE COUNTY CLERK
PINEDALE WYOMING
By Cathy Soxton
316

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Ronald D. Wayne as Clerk of Bondurant Capital Limited Liability Company, a Wyoming limited liability company, this 16th day of Dec., 1993

Witness my hand and official seal.

PAUL S. SCOTT-NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires 4-16-97

Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by John Knox Walker, this 16th day of December, 1993

Witness my hand and official seal.

FRANCES L McNALLY - NOTARY PUBLIC
State of Wyoming
County of Teton
My Commission Expires Feb. 24, 1995

Notary Public

My Commission Expires: Feb 24, 1995

A tract of land in the NE¼SW¼, SE¼SW¼ and NW¼SW¼ of Section 10, Township 37 North, Range 113 West, 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at a point on the west line of said SE¼SW¼, from which the southwest corner of said SE¼SW¼ (the W 1/16 corner) is S.00°14'03"E., 459.97 feet; thence N.00°14'03"W., 854.37 feet along said west line to the northwest corner of said SE¼SW¼ (the SW 1/16 corner); thence S.89°41'50"W., 957.21 feet along the south line of said NW¼SW¼; thence N.55°13'00"E., 1658.04 feet to the intersection with the southwest right-of-way line of Wyoming Highway 187-189; thence continuing N.55°13'00"E., 50.00 feet to the intersection with the center line of said highway; thence S.34°46'13"E., 204.87 feet along said center line to an angle point; thence S.34°47'18"E., 968.21 feet along said center line to the intersection with the south line of said NE¼SW¼; thence continuing S.34°47'18"E., 72.52 feet along said center line; thence S.55°13'00"W., 50.00 feet to the intersection with said southwest right-of-way line; thence continuing S.55°13'00"W., 1353.56 feet to the Point of Beginning.

Also described as Tract No. 8 of the Bondurant Ranches as shown on the Map of Survey recorded September 25, 1992 in Book 60 of Misc., Page 643.

EXHIBIT "A"
Bondurant Ranches/Walker

AGREEMENT FOR WARRANTY DEED

THIS AGREEMENT FOR WARRANTY DEED made and entered into by and between MELVIN M. DAVID and TONI A. DAVID, husband and wife, of Sublette County, Wyoming, hereinafter referred to as Seller, and CLINT GEORGE GILCHRIST, a single man, of Bremerton, Washington, 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:

> $NW\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$ of Section 12; $N\frac{1}{2}NW\frac{1}{4}$ of Section 13; Township 30 North, Range 111 West of the 6th P.M., 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.

Where "property" is used in this Agreement, the same shall mean the above described real property.

2. INSTALLMENT SALES PROVISION. The property is sold for $44,000.00, plus the balance due under that certain note and mortgage to the Wyoming Farm Loan Board. In addition to keeping the payments under said note and mortgage current, Buyer shall pay to Seller the principal sum of $44,000.00, together with interest thereon at the rate of 5% per annum, beginning January 1, 1991, payable in 10 equal annual installments of principal and interest at $5,698.20 each, the first payment to be made on January 1, 1992, and continuing annually thereafter until the principal and all accrued interest are paid in full. Buyer shall have the right to prepay any part of the principal and accrued interest. Any advance payments shall not defer from the annual payments, but shall be subtracted from the remaining principal balance, and shall not change the date of final payment unless said payment is sufficient to entirely pay off said final payment.

Upon the condition that Buyer shall faithfully perform the covenants and agreements herein contained on its part to be kept and performed, specifically including the payments to the Wyoming Farm Loan Board, 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 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;

244710

Dec. 22, 1993 3:05PM
IN BOOK 60 Misc. PAGE 369
FEES 10.00 COUNTY CLERK
BY CLERK By Cathy Saxton

and further, the accrual or attachment of any 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. INSURANCE. Buyer shall maintain property hazard insurance on the improvements located on the property in an amount equal to fair market value, with Seller listed on said insurance as an additional named insured as Seller's interests may appear.

6. 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.

7. TAXES AND ASSESSMENTS. Property taxes for the year 1991 shall be prorated to the date of closing. Buyer will then be solely responsible for the property taxes and assessments thereafter.

8. POSSESSION. Buyer shall be entitled to possession of the property on closing of this Agreement, which closing shall be on the ____ day of December, 1991, or at a time mutually agreeable to the parties.

9. 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 and to hold and retain all moneys paid on this Agreement by Buyer as rent for use and occupation of the property and as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in 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. In the event of Buyer's default and Seller's possession of the premises, all of the right, title, interest and equity of Buyer shall terminate absolutely, and Buyer shall have no further claims or demand nor interest in and to the subject property; further, in the event of termination of the rights of Buyer by reason of the aforesaid default or breach, the Seller may file for record in the office of the Sublette County Clerk, Seller's affidavit reciting the termination of all of the right,

title, interest and equity of Buyer in and to the subject property in the event that the within agreement or any record hereof shall be of record in said office.

10. ELECTION TO DECLARE DEFAULT. Notice of election to declare this Agreement in default pursuant to Paragraph 10 and notice of default shall be delivered or mailed by certified mail to Buyer at Buyer's last known address thirty days prior to any repossession or legal action to enforce this Agreement.

11. 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.

12. 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.

13. 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 2nd day of ~~December, 1991~~ January, 1992.

SELLER:

Melvin M. David
MELVIN M. DAVID

BUYER:

Clint Gilchrist
CLINT GEORGE GILCHRIST

Toni A. David
TONI A. DAVID

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing Agreement was acknowledged before me by MELVIN M. DAVID, TONI A. DAVID, and CLINT GEORGE GILCHRIST this 2nd day of ~~December, 1991~~ January, 1992.
Witness my hand and official seal.

Susan Moore
Notary Public

MY COMMISSION EXPIRES
JULY 20, 1992

SUSAN L. MOORE NOTARY PUBLIC SUBLETTE COUNTY, WYO.

[redacted] [redacted] [redacted]

AFFIDAVIT

State of Washington)
ss.
County of King)

Comes now, Viktor Grabner, a single man, of King County, Washington, whose address is 6625 NE 130th Lane, Kirkland, WA 98034, who, being duly sworn on oath according to law, does hereby make the following statements of fact and affirm:

1. That he is the owner of the proposed Thierry Lot Division being part of the W/2 NE/4 of Section 27, T.34N., R.111W. of the 6th P.M., Sublette County, Wyoming.

2. That he has reviewed the proposed plat noting that the land consists of two tracts split 13.04 and 37.13 for a total of 50.17 acres.

3. That he has read and understands the provisions of the Certificate of Owners and the implications thereof.

4. That this affidavit is signed in the stead of and with the same effect as if the mylar plat as filed in the Office of the Clerk of Sublette County was manually signed by him.

Viktor Grabner

The foregoing instrument was acknowledged before me by Viktor Grabner this 10 day of Nov, 1993.

Witness my hand and official seal.

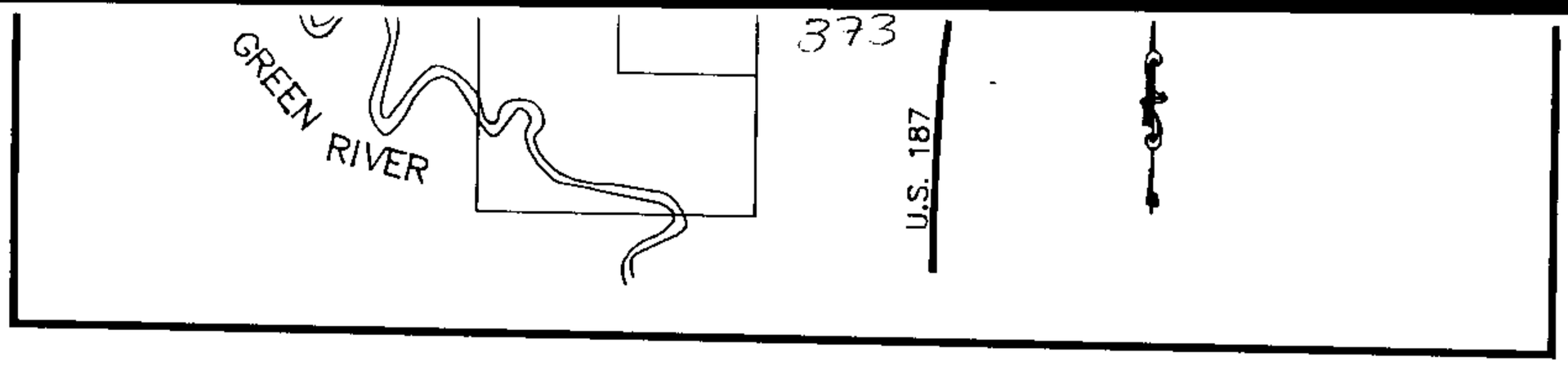
Notary Public

EDNA M. PAMPLE

My Commission expires: 2-5-94

244713

RECORDED Dec. 22 1993 3:50PM
IN BOOK 62 Misc. PAGE 372
FEES $ 6.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Cathy Saxton



CERTIFICATE OF APPROVAL

PURSUANT TO SECTIONS 34-12-102 AND 34-12-103, WYOMING STATUTES, 1977, AS AMENDED, THE THIERRY LOT DIVISION WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS ON THE ____ DAY OF _____, 1993. 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

MONTE B. SKINNER, CHAIRMAN

DONALD R. (BUZZ) WASSENBERG, COMMISSIONER

STUART M. MCKINLEY, COMMISSIONER

ATTEST: MARY A. LANKFORD, COUNTY CLERK

THE STATE OF WYOMING
COUNTY CLERK
SUBLETTE COUNTY

244714
RECORDED Dec. 23 1992 3:60pm
IN BOOK 102 Misc. PAGE 373
FEES 50.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sarton

THIERRY
LOT DIVISION

PART OF THE
W/2 NE/4 OF SECTION 27
T.34N., R.111W., 6th P.M.,
SUBLETTE COUNTY, WYOMING

[redacted] 244728 [redacted] [redacted]

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

RECORDED Dec. 23, 1993 3:25pM
IN BOOK 62 Misc. PAGE 374
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

AFFIDAVIT

KATHLEEN J. FOSTER, of lawful age, being first duly sworn upon his oath according to law, deposes and says:

1. That Hubert Foster died intestate at Rock Springs, Sweetwater County, Wyoming, on October 19, 1991.

2. That Hubert Foster and Kathleen J. Foster were married to each other on the 17th day of September, 1973, at Reno, Nevada.

3. That on the 7th day of December, 1974, Hubert Foster and Kathleen J. Foster, husband and wife, purchased the following described real property under a contract for deed from Ranch Liquidators, Inc.:

> Lot One Hundred Two (102) of Green River Ranch Unit B, being a portion of Sections Two (2) and Eleven (11), Township 35 North, Range 111 West, 6th Principal Meridian, Sublette County, Wyoming, as said lot is laid down and described on the duly recorded plat thereof, 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, conditions and rights of way of record.

4. That William Christie, Vice President of Ranch Liquidators, Inc., duly and regularly executed and delivered a Memorandum of Agreement for the sale of real estate dated December 7, 1974, reflecting the purchase by Hubert Foster and Kathleen J. Foster, husband and wife, of such property under such contract for deed, which Memorandum of Agreement was filed for record in the office of the County Clerk within and for Sublette County, Wyoming, on the 30th day of January, 1976, in Book 31, Page 296, Reception No. 151989.

5. That at the time of said purchase, and the execution and delivery of the above-described Memorandum of Agreement, the contract interest in real property hereinabove described was held by Hubert Foster and Kathleen J. Foster, husband and wife, as tenants by the entireties, which created an estate by the entireties, and they owned and held the aforesaid contract interest to said real property as such husband and wife continuously from said January 30, 1976, until the death of Hubert Foster on October 19, 1991.

6. That Kathleen J. Foster, survived Hubert Foster, and by virtue thereof, said estate by the entireties vested in her upon the death of said Hubert Foster, and that she then became the owner of all of the contract interest in 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 2-9-102, 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, Hubert Foster, certified to by the public authority in which such original death certificate is made of record.

Dated this 8 day of Dec., 1993.

Kathleen J. Foster
KATHLEEN J. FOSTER

Subscribed and sworn to before me this 8th day of December, 1993.

My commission expires:
Sept. 24, 1996

Brenda L. Snyder
Notary Public

BRENDA L. SNYDER - Notary Public
County of Sweetwater
State of Wyoming
My Commission Expires Sept. 24, 1996

[redacted] 140
LOCAL FILE NUMBER

DEPA[redacted] OF HEALTH
CERTI[redacted] OF DEATH

[redacted]
STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME FIRST	MIDDLE	LAST	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
HUBERT	FOSTER		Male	October 19, 1991

4. SOCIAL SECURITY NUMBER	5a. AGE-Last Birthday (Years)	5b. UNDER 1 YEAR Months	5b. UNDER 1 YEAR Days	5c. UNDER 1 DAY Hours	5c. UNDER 1 DAY Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
481-01-7404	74					October 23, 1916

7a. PLACE OF DEATH (Check only one)

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

7b. FACILITY NAME (If not institution, give street and number)	7c. CITY, TOWN, OR LOCATION OF DEATH	7d. COUNTY OF DEATH
Sage View Care Center	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)
Iowa	Married	Kathleen English

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

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Sweetwater	Rock Springs	710 Soulsby 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)	16. College (1-4 or 5+)
Yes	No ☒ Yes ☐ (Specify)	White	7	

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
Sanford		Foster	Cora		Lockett

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Mrs. Kathleen Foster	Wife

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
710 Soulsby 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
Removal-Cremation	Oct. 24,1991	Neil O'Donnell Crematory	Salt Lake City, Utah	

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
▶ [signature]	398	Vase Funeral Home	85	154 Elk Street Rock Springs, Wyoming

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

22a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) ▶ [signature] John E. Guicheteau M.D.

22b. DATE SIGNED (Mo., Day, Yr.): October 21, 1991

22c. HOUR OF DEATH: 5:15P 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)

John E. Guicheteau, M.D., 1208 Hilltop Drive, Rock Springs, Wyoming 82901

25a. REGISTRAR (Signature) ▶ [signature] Edwin C. Mehle

25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): October 22, 1991

CAUSE OF DEATH

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

		Approximate Interval Between Onset and Death
IMMEDIATE CAUSE (Final disease or condition resulting in death) ➡	a. Esophageal Cancer	15 months
	DUE TO (OR AS A CONSEQUENCE OF):	
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST	b. Prostate Cancer	4 months
	DUE TO (OR AS A CONSEQUENCE OF):	
	c. Osceus Metastasis	
	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.
Atherosclerotic Cardiovascular Disease With Previous Myocardial Infarction - Abdominal Atherosclerosis.

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 ☐ Pending Investigation ☐ Accident ☐ Suicide ☐ Could not be Determined ☐ Homicide		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
2/91 15M

MARGIN RESERVED FOR BINDING

Division of Health and Medical Services — Vital Records Services

DATE ISSUED **December 16, 1993**

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.

DAVID L. VASE NOTARY PUBLIC SWEETWATER COUNTY, 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 **16th** day of **December** 19**93**

[signature]

My commission expires on **January 16, 1995**

376

PROOF OF DEATH AND HEIRSHIP

State of NEVADA; Carson City, county of CARSON CITY.
DONALD E. LOVELACE, of Carson City, Nevada
of lawful age, being first duly sworn according to law,
on oath says:

That the statements hereinafter set forth, including answers to questions propounded, constitute a true, correct and complete statement of the family history of the person hereinafter named as "Decedent" and of the estate of such decedent.

Name of Decedent--ETHEL YVONNE LOVELACE.
Date decedent died--December 31, 1984, in San Diego California.
Did decedent leave a will?--NO. Has it been probated?--NO.
Estate was handled by California summary procedure, by attorney Sidney E. Tamburine of Pacific Beach (San Diego) California in April/May of 1985.
Was the estate of sufficient value to incur either federal estate or California state inheritance tax liability?--NO.
Decedent was widowed at time of death.
Husband CLYDE LOVELACE died March 31, 1950 in San Diego, California.
Address at that time was 4306 Newport Ave, San Diego, California.
Decedent was never married to any other than the above named person.
Decedent had two natural children, both still living.
CLYDE R. LOVELACE, age 80. P.O. Box 260, Kilauea, HI 96754.
DONALD E. LOVELACE, age 71. P.O. Box 995, Carson City, NV.89702.
There are no other children, natural or adopted.
The estate included property described as:
Middle Piney Creek 12-10 Well No. 0107940-001(.0062500 N/P int.)
N/2 NE/4, SW/4 NE/4 Section 10, T29N, R113W
Sublette County, Wyoming.

Affiant Donald E. Lovelace

Subscribed and sworn to before me this 21st day of DECEMBER 1993

Notary Public Donna M. Fuller

DONNA M. FULLER
NOTARY PUBLIC · NEVADA
CARSON CITY
My Appt. Exp. Sept. 10, 1997

THE STATE OF NEVADA
COUNTY OF CARSON CITY

BEFORE ME, the undersigned authority, on this day personally appeared DONALD E. LOVELACE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of December, A.D. 1993

Notary Public in and for
Carson City, Nevada

Donna M. Fuller

DONNA M. FULLER
NOTARY PUBLIC · NEVADA
CARSON CITY
My Appt. Exp. Sept. 10, 1997

244740

RECORDED REQUEST OF Dec 28 1993 9:30 AM
IN BOOK Misc 77 PAGE 377
FEES 9.00
SUBLETTE COUNTY CLERK
By Cathy Saxton COUNTY CLERK

THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

ELIZABETH A. ELLIS, TRUSTEE OF THE ANNE E. BARGER FAMILY TRUST, Plaintiff, vs. STEWART W. STANPHILL, PATRICIA J. STANPHILL, WILLIAM L. SHELDON, NANCY C. SHELDON, GEORGE J. MARTIN, ELOISE MARTIN, and all unknown heirs, devisees, legatees, creditors, and successors of said persons, 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, Defendants	Civil No. 5502

FILED

DEC 23 1993

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING
BY Marilyn M. Jensen
By Dana Lenn Deputy

DEFAULT JUDGMENT AND DECREE

THIS MATTER coming before the Court upon the Motion of the Plaintiff for default judgment against the Defendants, said Defendants not appearing, either in person or by an attorney, and the Court having examined the service and record is said cause, having seen the evidence adduced by the Plaintiff, and being now fully advised in the premises, FINDS that Plaintiff's Complaint was duly filed and served on Defendants by publication, all as shown by the Court file; that Defendants have failed in any manner to answer the Complaint or otherwise to appear, and the time for answering has expired; and that default against the Defendants has been duly entered.

Plaintiff by its Complaint seeks the decree of this Court, declaring the invalidity of any asserted claim of Defendants in and to certain real property and interests set forth in said Complaint, and quieting title against the claims of said Defendants. The Court further FINDS that no reason exists why judgment should not now be entered against Defendants; that

244760

RECORDED Dec. 29 1993 11:05AM
IN BOOK 62 Misc. PAGE 378
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Benton

Plaintiff have judgment against Defendants for the relief prayed for in its Complaint; and that Defendants have no claim, right, title or interest of any kind in and to the real property hereinafter described.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. The following named Defendants:

> STEWART W. STANPHILL, PATRICIA J. STANPHILL, WILLIAM L. SHELDON, NANCY C. SHELDON, GEORGE J. MARTIN, ELOISE MARTIN; and all unknown heirs, devisees, legatees, creditors and successors of said persons, 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,

have no claim whatsoever to any right, title, interest or estate in or to the lands and premises described as:

> Lot 56, Big Country Ranches Subdivision, Second Filing, Unit B, Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining.

2. Plaintiff, ELIZABETH A. ELLIS, TRUSTEE OF THE ANNE E. BARGER FAMILY TRUST, dated December 26, 1989, is the true and lawful owner of the above-described real property.

3. Title and possession of Plaintiff in and to said real property is forever quieted and settled in Plaintiff, free and clear of all right, title, lien, claim, estate, interest or equity of Defendants, and any others claiming any interest therein by or through said Defendants.

4. This Judgment and Decree is final in regard to Defendants herein named and their interests in the real property herein described.

DATED this 21st day of December, 1993.

D. TERRY ROGERS,
District Court Judge

THE STATE OF WYOMING
COUNTY OF SUBLETTE

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

SEAL

SUBLETTE COUNTY

CAUTION: NOT TO [redacted] FOR IDENTIFICATION PURPOSES

THIS IS AN IMP[redacted] RECORD. SAFEGU[redacted] IT.

ANY A[redacted]NS IN SHADED AREAS RENDER FORM VOID

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME (Last, First, Middle)	2. DEPARTMENT, COMPONENT AND BRANCH	3. SOCIAL SECURITY NO.
SMITH DAVID MARTIN	USMC-11	520 | 68 | 4017

4.a. GRADE, RATE OR RANK	4.b. PAY GRADE	5. DATE OF BIRTH (YYMMDD)	6. RESERVE OBLIG. TERM. DATE
CPL	E-4	630917	Year 94 Month 09 Day 09

7.a. PLACE OF ENTRY INTO ACTIVE DUTY	7.b. HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known)
DENVER CO 80202	POST OFFICE BOX 200 BOULDER WY 82923

8.a. LAST DUTY ASSIGNMENT AND MAJOR COMMAND	8.b. STATION WHERE SEPARATED
MALS-11 MAG-11 3DMAW MCAS EL TORO CA 92709	SEPS/DRAFT BRANCH HQHQRON MCASET CA 92709(RUC 02206)

9. COMMAND TO WHICH TRANSFERRED	10. SGLI COVERAGE
MARINE CORPS RESERVE SUPPORT COMMAND 10950 EL MONTE BLVD OVERLAND PARK KS 66211 (RUC 36005)	None Amount: $ 100,000

11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.)

6463 RADAR TEST STATION/RADAR SYSTEM TEST
04YRS 09MOS

RECORDED Dec. 31 19 93 9:50AM
IN BOOK Gammisd PAGE 380
FEES 6 COUNTY CLERK
SUNFLOWER COUNTY, KANSAS

247295 Bk Misc Pg 380

12. RECORD OF SERVICE	Year(s)	Month(s)	Day(s)
a. Date Entered AD This Period	87	09	09
b. Separation Date This Period	93	09	08
c. Net Active Service This Period	06	00	00
d. Total Prior Active Service	00	00	00
e. Total Prior Inactive Service	00	11	29
f. Foreign Service	01	01	12
g. Sea Service	00	00	00
h. Effective Date of Pay Grade	90	03	01

13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service)

NATIONAL DEFENSE SERVICE MEDAL; RIFLE EXPERT BADGE(3RD AWARD); SEA SERVICE DEPLOYMENT RIBBON (2ND AWARD); LETTER OF APPRECIATION(2ND AWARD); GOOD CONDUCT MEDAL; NAVY UNIT COMMENDATION; SOUTHWEST ASIA SERVICE MEDAL(W/2 BRONZE STARS); CONT' ON BLOCK 18:

14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed)

AVIATION FUNDAMENTALS AVIONICS 1WK JAN88; AVIONICS TECHNICIAN CLASS A 22WKS JUNE88; AVIATION FUNDAMENTALS AVIONICS 20WKS SEP88; FLIGHT DECK AND HANGAR DECK FIREFIGHTING 1WK OCT88; RADAR SET TEST STATION OPERATOR 11WKS DEC88; CONT' ON BLOCK 18:

15.a. MEMBER CONTRIBUTED TO POST-VIETNAM ERA VETERANS' EDUCATIONAL ASSISTANCE PROGRAM	Yes	No	15.b. HIGH SCHOOL GRADUATE OR EQUIVALENT	Yes	No	16. DAYS ACCRUED LEAVE PAID
	XX			XX		SLB 00.0 RLB 00.5

17. MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION — XX Yes | | No

18. REMARKS

GOOD CONDUCT MEDAL PERIOD COMMENCES 900909 (2ND AWARD)
CONT' FROM BLOCK 13: KUWAIT LIBERATION MEDAL; SECRETARY OF THE NAVY LETTER OF COMMENDATION
CONT' FROM BLOCK 14: AVIONICS CORROSION CONTROL 1WK DEC88; RADAR SET TEST STATION MAINTAINER 8WKS APRIL89

While a member of the Marine Corps Reserve, you will keep the Director, MCRSC (toll free phone 1-800-255-5082, or if within the state of Kansas call commercial (913) 236-3108; if AUTOVON is available, call 465-3110) informed of any changes of address, marital status, number of dependents, civilian employment, or physical standards
"SUBJECT TO ACTIVE DUTY RECALL AND/OR ANNUAL SCREENING"

19.a. MAILING ADDRESS AFTER SEPARATION (Include Zip Code)	19.b. NEAREST RELATIVE (Name and address - include Zip Code)
POST OFFICE BOX 200 BOULDER WY 82923	KEN SMITH POST OFFICE BOX 200 BOULDER WY 82923
20. MEMBER REQUESTS COPY 6 BE SENT TO [redacted] DIR. OF VET AFFAIRS XX Yes | No	22. OFFICIAL AUTHORIZED TO SIGN (Typed name, grade, title and signature) T. Y. BROOKS, MSGT OIC JRC Bydlr
21. SIGNATURE OF MEMBER BEING SEPARATED	

SPECIAL ADDITIONAL INFORMATION (For use by authorized agencies only)

23. TYPE OF SEPARATION	24. CHARACTER OF SERVICE (Include upgrades)	
RELEASED FROM ACTIVE DUTY	HONORABLE	
25. SEPARATION AUTHORITY	26. SEPARATION CODE	27. REENTRY CODE
MARCORSEPMAN par 1005	MBK1	RE-1A
28. NARRATIVE REASON FOR SEPARATION		
COMPLETION OF REQUIRED ACTIVE SERVICE (USMC) EAS		
29. DATES OF TIME LOST DURING THIS PERIOD	30. MEMBER REQUESTS COPY 4	
NONE	PMS Initials	

DD Form 214, NOV 88 S/N 0102-LF-006-5500 Previous editions are obsolete. MEMBER 4

380

381

AFFIDAVIT OF IDENTITY

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

244803

RECORDED Dec. 31, 1993 2:35pm
IN BOOK 69 Misc. PAGE 381
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

Being first duly sworn deposes and says:

My name is Arline H. Mattison. I am of lawful age and reside in San Diego County, State of California. I am familiar with lands situated in the County of Sublette, State of Wyoming, described as follows, to wit:

EV-021983
W-02683
EV-024353
W-10681
W-0189
W-10678
EV-013494
W-10674
EV-025930
W-031992
W-10676
W-48906
W-01495
W-03064
W-01768
E-023646
E-024353
W-10682
WY-ST 0-10799
W-0231770
E-024966
E-024966-A
E-026038-A
E-022239
W-0231771

SUBLETTE COUNTY, WYOMING

I was personally acquainted with **Margaret Justheim** and I know of my own knowledge, notwithstanding the discrepancy in names, the said Margaret Justheim, is one and the same person as **Margaret L. Justheim** also known as **Margaret Louise Justheim,** whose heirs have been determined in Sublette County, Wyoming.

Further affiant saith not.

Arline H. Mattison
Arline H. Mattison

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

Subscribed and sworn to before me, a Notary Public in and for the County and State aforesaid on this 30TH day of November, 1993, by Arline H. Mattison, who is personally known to me and known to me to be the same person who executed the foregoing instrument and he duly acknowleged the execution of same.

My Commission expires: Sept 29, 1995

Elaine Fern Schroeder
Notary Public

OFFICIAL SEAL
ELAINE FERN SCHROEDER
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires Sept. 29, 1995

STATEMENT DEFINING TRUST RELATIONSHIP

On September 14, 1993, a deed dated August 20, 1993, was recorded in Sublette County, Wyoming, in Book 33WD at page 142 conveying to Hartwell H. Gary, III, and the MCGG/WFRG Trust, a Virginia trust under trust agreement dated October 30, 1980, the following described real estate situated in Sublette County, Wyoming: A 1/3 undivided interest in the W1/2NW1/4NE1/4 of Section 11, Township 36 North, Range 113 West of the 6th Principal Meridian, Wyoming.

Inasmuch as the aforesaid deed did not name the trustees of MCGG/WFRG Trust, as required by Wyoming State Statute 34-2-122, the undersigned, a trustee of the MCGG/WFRG Trust at all times since its creation October 30, 1980, states under oath that:

(a) the trustees of MCGG/WFRG Trust, a Virginia trust under trust agreement dated October 30, 1980, have, at all times since creation of the trust, been Hartwell H. Gary, III, of Charlottesville, Virginia, and Wiley G. Gary of Norfolk, Virginia,

(b) said trust agreement provides that any trustee, whether original, surviving, additional or a successor, may exercise all powers conferred on the trustees by the trust agreement, including but not limited to the power to convey trust property, and

(c) the said MCGG/WFRG Trust is at this time the owner of an undivided one-sixth interest in the property above described.

Hartwell H. Gary, III, Trustee

State of Virginia
City of Charlottesville

Subscribed and sworn to before me this 3rd day of December, 1993, by Hartwell H. Gary, III, Trustee of MCGG/WFRG Trust.

Notary Public

My commission expires. 7-31-91

244813

RECORDED Jan. 4 1994 10:55 AM
IN BOOK 102 Misc. PAGE 382
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

AFFIDAVIT

ROBERT H. BEARD and FLORENCE M. BEARD, husband and wife, of Daniel, Sublette County and State of Wyoming, who being first duly sworn upon his oath, do affirm and state as follows:

1. That they are of legal age.

2. That they are the sole owners of the following property, to-wit:

Lot 17 Daniel Meadows Unit C Subdivision, Sublette County, Wyoming

3. That the platting of the foregoing real property is hereby vacated in accordance with Section 34-12-108 of Wyoming Statutes, 1977, as amended.

4. That so much of the street designated as "Creek Road" as falls upon upon the aforementioned lot as shown on the plat for the Daniel Meadows Unit C Subdivision will remain as platted and the right-of-way appurtenant is hereby affirmed.

5. That the Sublette County Clerk is requested to comply with Section 34-12-110 of Wyoming Statutes 1977, as amended and mark the appurtenant plats as specified.

6. That the Covenants and Restrictions appurtenant to Daniel Meadows Unit C Subdivision of record in Book 37 Miscellaneous Records at page 125 in the Office of the Sublette County Clerk are hereby affirmed.

7. That the metes and bounds description of the lands so vacated and by which the lands will henceforth be described is as follows:

That part of the NE1/4NE1/4, of Section 2, T33N-R111W, Sublette County, Wyoming, and formerly known as Lot 17 of Daniel Meadows Unit C

244816

RECORDED January 4 1994 1:25 PM
IN BOOK 62 MISC PAGE 383
FEES $ 8.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Walker

Subdivision, of record in the Office of the Clerk of Sublette County in Book 37 of Miscellaneous Records on page 124, being more particularly described as follows:

Beginning at the southwest corner of the NE1/4NE1/4 of Section 2;

thence N01°21.5'W, a distance of 284.33 feet to a point on the centerline of Creek Road;

thence N81°21.5'E a distance of 130.88 feet along the centerline of Creek Road to a point of curvature on said road;

thence northeasterly from said point 198.20 feet along the arc of a circular curve to the left with a central angle of 18°48'30" and a radius of 603.78 feet, following the centerline of said road;

thence N62°33'E distance of 386.59 feet along the centerline Creek Road;

thence S01°46E a distance of 540.11 feet;

thence S89°55.5'W a distance of 653.49 feet to the corner of beginning

Said parcel contains 8.39 acres, more or less.

Further affiants sayeth not.

Robert H Beard
ROBERT H. BEARD

Florence M. Beard
FLORENCE M. BEARD

Subscribed and sworn to before me by Robert H. Beard and Florence M. Beard, husband and wife, this 4th day of Jan., 1994.

Janet D Montgomery
Notary public

My commission expires:

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

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

LYNN M. FERNANDEZ, being first duly sworn, states as follows:

1. Affiant is the surviving spouse of and the surviving tenant of an estate by the entireties with respect to the decedent hereinafter named; therefore, affiant has an interest in the real estate which is the subject matter of this affidavit.

2. Affiant states that JOHN J. FERNANDEZ a/k/a JOHN JOSEPH FERNANDEZ died at or near Big Piney, Sublette County, Wyoming on the 4th day of April, 1991; 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 JOHN J. FERNANDEZ a/k/a JOHN JOSEPH FERNANDEZ and Affiant, said decedent and Affiant acquired as tenants by the entireties certain real property by warranty deed, recorded in the office of the County Clerk of Sublette County, Wyoming in their Books of Deeds, which property is more particularly described as follows:

See Exhibit "B" Attached.

4. This affidavit is filed for the purpose of establishing the fact of the death of the said JOHN J. FERNANDEZ a/k/a JOHN JOSEPH FERNANDEZ, who was the owner with Affiant of estates by the entireties in the above described properties, and to make an official record of the termination of interests of said decedent in and to said properties, pursuant to the provision of W.S. § 2-9-102.

Lynn M. Fernandez
LYNN M. FERNANDEZ

Subscribed and sworn to before me by LYNN M. FERNANDEZ this 31st day of July, 1992.

Witness my hand and official seal.

KATHLEEN A. KING - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Jan. 10, 1995

My commission expires:
1-10-95

Kathleen A. King
Notary Public

244913

RECORDED Jan 12, 1994 11:00AM
IN BOOK 62 Misc PAGE 385
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Saxton

EXHIBIT "B"

Warranty Deed recorded in Book 24 Deeds, Page 521, in the office of the County Clerk and ex-officio recorder of deed for Sublette County, Wyoming, from Donald R. Wassenberg and June Wassenberg, the real property described as follows:

Lot Twenty-Three (23), Amended Meadow Canyon Estates, 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, Sublette County, Wyoming.

387

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 01391 — STATE FILE NUMBER

DECEDENT

1. DECEDENT-NAME First	Middle	Last	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
JOHN	JOSEPH	FERNANDEZ	MALE	APRIL 21, 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.)
585-42-3519	40					MAY 4, 1950

7a. PLACE OF DEATH (Check only one)

HOSPITAL: ☐ Inpatient ☐ ER/Outpatient ☐ DOA — OTHER: ☐ Nursing Home ☐ Residence ☒ Other (Specify) MP 2, SUBLETTE COUNTY RD. 143

7b. FACILITY NAME (If not institution, give street and number)	7c. CITY, TOWN, OR LOCATION OF DEATH	7d. COUNTY OF DEATH
MP 2, SUBLETTE COUNTY RD. 143	BIG PINEY	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)
COLORADO	MARRIED	LYNN MALLETTE

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 (VIETNAM)	TRUCK DRIVER	PETROLEUM

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
WYOMING	SUBLETTE	BIG PINEY	15 2ND NORTH ROAD, P.O. BOX 1163

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) MEXICAN	MEXICAN/AMERICAN	12	

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
JAMES		FERNANDEZ	LOUISE		LOPEZ

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
LYNN FERNANDEZ, P.O. BOX 1163, BIG PINEY, WYOMING	WIFE

19c. MAILING ADDRESS — STREET OR R.F.D. NUMBER, CITY OR TOWN, STATE, ZIPCODE: P.O. BOX 1163, BIG PINEY, WYOMING 83113

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY-NAME	20d. LOCATION CITY OR TOWN	STATE
REMOVAL	APR. 24, 1991	LINDQUIST AND SONS CREAM.	OGDEN,	UTAH

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature) Number	21b. NAME OF FACILITY Number	21c. ADDRESS OF FACILITY
Edwin Hudson 109 337	HUDSON'S FUNERAL HOME 115	PINEDALE, 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] M.D.

22b. DATE SIGNED (Mo., Day, Yr.) 4/22/91 — 22c. HOUR OF DEATH 2:50 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) ▶ [signature] DEP. COR

23b. DATE SIGNED (Mo., Day, Yr.) APRIL 21, 1991 — 23c. HOUR OF DEATH 2:50 AM M

23d. PRONOUNCED DEAD (Mo., Day, Yr.) APRIL 21, 1991 — 23e. PRONOUNCED DEAD (Hour) 3:15 A M

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

25a. REGISTRAR (Signature) ▶ [signature] M.D. — 25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) 4/22/91

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.

28. IMMEDIATE CAUSE (Final disease or condition resulting in death) ➡ 37-40

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

a. PARIETO-OCCIPITAL FRACTURE - ASPHYXIA — DUE TO (OR AS A CONSEQUENCE OF):

b. AUTO ROLL OVER — DUE TO (OR AS A CONSEQUENCE OF):

c. — DUE TO (OR AS A CONSEQUENCE OF):

d.

Approximate Interval Between Onset and Death: MINUTES

PART II. OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not related to cause given in PART I: Blood ETOH 0.27

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

29. MANNER OF DEATH	30a. DATE OF INJURY (Month, Day, Year)	30b. TIME OF INJURY	30c. INJURY AT WORK? (Specify yes or no)	30d. DESCRIBE HOW INJURY OCCURRED
☐ Natural ☒ Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Could not be Determined	APRIL 21, 1991	2:50A M	NO	ONE VEHICLE ROLL OVER

30e. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify): RURAL ROAD

30f. LOCATION (Street and Number or Rural Route Number, City or Town, State): MP 2, SUBLETTE CNTY. RD. 143

6' 15"

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 14, 1991

Deputy State Registrar

AFFIDAVIT TERMINATING LIFE ESTATE

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

CHARLES CLAYTON PRICE, of said County and State, being first duly sworn on his oath, deposes and says:

That he is the surviving nephew of CLARENCE DOUGLAS PRICE, a/k/a CLARENCE D. PRICE, who died October 4, 1993, in Sublette County, Wyoming.

That at the time of the death of CLARENCE DOUGLAS PRICE, a/k/a CLARENCE D. PRICE, he owned a life estate in and to certain real property by virtue of a reservation in a certain Warranty Deed; said lands being more particularly described as follows:

> The S½SE¼ of Section 8, Township 33 North, Range 110 West of the 6th P.M., Sublette County, Wyoming.
>
> Said grant of life estate is evidenced by the above described Warranty Deed as recorded in the office of the Sublette County Clerk on April 10, 1978, in Book 20 of Deeds, Page 88.

That the deceased CLARENCE DOUGLAS PRICE, a/k/a CLARENCE D. PRICE is the grantor in the beforementioned Warranty Deed and the person to whom said life estate was reserved.

That the affiant, CHARLES CLAYTON PRICE is one and the same person as the said CHARLES CLAYTON PRICE one of the grantees in the beforementioned Warranty Deed.

That the beforementioned Warranty Deed created a life estate under the laws of the State of Wyoming in CLARENCE D. PRICE and, at the death of CLARENCE DOUGLAS PRICE, a/k/a CLARENCE D. PRICE, all rights in and to the beforementioned life estate terminated and the real property was vested in CHARLES CLAYTON PRICE and DEEANN B. PRICE.

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 CLARENCE DOUGLAS PRICE, a/k/a CLARENCE D. PRICE, deceased.

DATED this 2 day of December, 1993.

Charles Clayton Price
CHARLES CLAYTON PRICE

24491

RECORDED JAN 12 1994 3:00 PM
IN BOOK 62 Misc PAGE 388
FEES $ 10.00 Mary L. Rankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
BY: Carol A. Sierley, Deputy 388

Subscribed and sworn to before me by CHARLES CLAYTON PRICE, this 2nd day of December, 1993.

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
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

LOCAL FILE NUMBER: 02293 — STATE FILE NUMBER:

DECEDENT

1. DECEDENT - NAME: FIRST	MIDDLE	LAST	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
CLARENCE	DOUGLAS	PRICE	MALE	OCTOBER 4, 1993

4. SOCIAL SECURITY NUMBER	5a. AGE - Last Birthday (Years)	5b. UNDER 1 YEAR: Months	Days	5c. UNDER 1 DAY: Hours	Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
520-32-1918	83					DECEMBER 2, 1909

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
RETIREMENT CENTER OF SUBLETTE COUNTY	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)
WYOMING	NEVER	———

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	RANCHER	AGRICULTURE

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
WYOMING	SUBLETTE	PINEDALE	319 PRICE TODD RD.

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	9	

PARENTS

17. FATHER'S NAME: First	Middle	Last	18. MOTHER'S NAME: First	Middle	Maiden Surname
ALEXANDER		PRICE	MARY		WOODS

INFORMANT

19a. INFORMANT - NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
CHARLES PRICE	NEPHEW

19c. MAILING ADDRESS: STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
BOX 370	DANIEL	WYOMING	83115

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY - NAME	20d. LOCATION: CITY OR TOWN	STATE
BURIAL	OCT. 7, 1993	DANIEL CEMETERY	DANIEL	WYOMING

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
▶ W.F. Meyer	N/A	HUDSON'S FUNERAL HOME	115	164 N. BRIDGER AVE

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

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

22b. DATE SIGNED (Mo., Day, Yr.): OCTOBER 5, 1993 — 22c. HOUR OF DEATH: 6:45 P.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.F. Meyer CORONER

23b. DATE SIGNED (Mo., Day, Yr.): OCTOBER 5, 1993 — 23c. HOUR OF DEATH: 6:45 ? M

23d. PRONOUNCED DEAD (Mo., Day, Yr.): OCTOBER 4, 1993 — 23e. PRONOUNCED DEAD (Hour): 6:45 P. 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.): OCTOBER 5, 1993

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. Pneumonitis	
	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. CA Colon	
	DUE TO (OR AS A CONSEQUENCE OF):	
	c.	
	DUE TO (OR AS A CONSEQUENCE OF):	
	d.	

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

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

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

30e. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)

30f. LOCATION (Street and Number or Rural Route Number, City or Town, State)

OCT 8 1993

VR 2-89
2/91 ; 15M

SEAL

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

This copy is not valid unless it bears a raised seal and the signature of the Deputy State Registrar is in red.

Date Issued October 12, 1993

Deputy State Registrar

391

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: CARMICHAEL HILLS LIMITED LIABILITY COMPANY, a Wyoming Limited Liability Company, 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 Sublette and State of Wyoming, to wit:

A strip of land, fifty (50) feet in width, within the W1/2NE1/4 of Section 34, T34N, R 109W, Sublette County, Wyoming, with the southeasterly line described as follows:

BEGINNING at the intersection of the east line of said W1/2NE1/4 with the center line of the Fremont Lake County Road No. 23-154 of record in the Office of the Clerk of Sublette County;

thence S41°14'04"W, 1026.09 feet, along said center line to the east corner of that tract of record in said Office in Book 9 of Quitclaim Deeds on page 43;

with the northerly line of said strip elongated or shortened as necessary to intersect said east line and the northeast line of said tract in Book 9.

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 MY HAND hereto this 30 day of December, 1993.

by: Melvin L. Bagley
Melvin L. Bagley

State of Nevada }
: ss
County of Clark }

Before me this 4th day of January, 1994 appeared Melvin L. Bagley, who stated upon his oath that he is a member of the Carmichael Hills Limited Liability Company, that he did sign the foregoing document on behalf of Carmichael Hills Limited Liability Company pursuant to a resolution of the members of the Carmichael Hills Limited Liability Company, and that his signature was the act of Carmichael Hills Limited Liability Company.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
Jo Ann Opfer
My Appointment Expires April 4, 1996

Notary Public

My commission expires April 4, 1996.

244939

RECORDED January 14 19 94 9:20 AM
IN BOOK 62 MISC PAGE 391
FEES $ 6.00 COUNTY C[redacted]

RIGHT-O[redacted]AY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: MELVIN L. BAGLEY and BARBARA BAGLEY, TRUSTEES OF THE BAGLEY FAMILY TRUST, of the County of Clark and State of Nevada, hereinafter referred to as "Grantors," for and in consideration of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do 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 Sublette and State of Wyoming, to wit:

A strip of land, fifty (50) feet in width, within the W1/2NE1/4 of Section 34, T34N, R 109W, Sublette County, Wyoming, with the southeasterly line described as follows:

BEGINNING at the intersection of the east line of said W1/2NE1/4 with the center line of the Fremont Lake County Road No. 23-154 of record in the Office of the Clerk of Sublette County;

thence S41°14'04"W, 1026.09 feet, along said center line to the east corner of that tract of record in said Office in Book 9 of Quitclaim Deeds on page 43;

with the northerly line of said strip elongated or shortened as necessary to intersect said east line and the northeast line of said tract in Book 9.

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

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

244940

RECORDED January 14 19 94 9:20 AM
IN BOOK 62 MISC PAGE 392
FEES $ 6.00 Mary O'Connell COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Lichter

WITNESS OUR HANDS hereto this 30 day of December, 1993.

Melvin L Bagley Trustee

Barbara G Bagley Trustee

THE STATE OF NEVADA)
)SS.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me by Melvin L. Bagley and Barbara Bagley, Trustees of the Bagley Family Trust, this 30 day of December, 1993.

WITNESS my hand and official seal.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
Jo Ann Opfer
My Appointment Expires April 4, 1996

Jo Ann Opfer
NOTARY PUBLIC

My Commission Expires: April 4, 1996

CONFIRMATION

The undersigned is the Declarant under the Declaration of Covenants, Conditions and Restrictions of Bondurant Ranches recorded with the Clerk of Sublette County, Wyoming on September 25, 1992 in Book 60 of Miscellaneous, pages 644 et seq., which applies to the lands described in Exhibit A hereto.

Section 4 of said Declaration permits one lot split for each Tract referred to therein, subject to the requirements of said Section 4. The Declarant hereby confirms its clear intent in creating the Declaration, that any such permitted lot split would create two single family residential tracts for purposes of Section 5(A) and (B) of the Declaration.

IN WITNESS WHEREOF, this confirmation has been duly executed and delivered effective as of January 4, 1994.

BONDURANT CAPITAL LIMITED LIABILITY COMPANY, a Wyoming limited liability company

By: _____
Ronald D. Saypol, Manager

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by **Ronald D. Saypol,** duly acting as Manager of Bondurant Capital Limited Liability Company, a Wyoming limited liability company, this 4th day of January, 1994.

Witness my hand and official seal.

FRANCES L McNALLY - NOTARY PUBLIC
State of Wyoming County of Teton
My Commission Expires Feb. 24, 1995
(seal)

Frances L McNally
Notary Public.

My commission expires: Feb. 24, 1995

bondurant.1 (MISC.1)

244947.

RECORDED January 14, 1994 3:15pM
IN BOOK 62 Misc. PAGE 393
FEES $ 10.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

Exhibit "A"

TOWNSHIP 37 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 4: Lot 3, NE¼SW¼, W½SE¼, SE¼SE¼
Section 9: E½NE¼
Section 10: NW¼, N½SW¼, SE¼SW¼, SW¼SE¼

EXCEPTING THEREFROM the following described parcels:

(a) The HICKS SUBDIVISION situated in the NW¼SE¼ of the aforesaid Section 4, more particularly described as follows:

Beginning at the Northeast corner of the NW¼SE¼ of said Section 4 and proceeding west along the north line of the NW¼SE¼ of said Section 4 a distance of 765.6 feet to the point where this line intersects the east right-of-way line of U.S. Highway No. 187; thence following this right-of-way line South 34°45'East, a distance of 1,349 feet to the point where this line intersects the east line of the NW¼SE¼ of said Section 4; thence along the east line of the aforesaid NW¼SE¼ North 00°10'West, a distance of 1,108.6 feet, more or less, to the point of beginning.

AND FURTHER EXCEPTING THEREFROM:

(b) That part of the SE¼SE¼ of said Section 4 lying north and east of U.S. Highway 187.

AND FURTHER EXCEPTING THEREFROM:

(c) That part of the SW¼SE¼ of Section 4 being more particularly described as follows:

Beginning at the Southeast 1/16 corner of aforesaid Section 4; thence South 40°00'West, 435 feet to Corner No. 1; thence North 73°25'West 132 feet to Corner No. 2; thence North 28°05'West, 275 feet to Corner No. 3; thence South 79°00'East, 205 feet to Corner No. 4; thence South 56°00'East, 84 feet to Corner No. 5; thence South 04°30'West, 196 feet to Corner No. 1, the point of beginning.

AND FURTHER EXCEPTING THEREFROM:

(d) That part of the S½NW¼ and NE¼SW¼ of Section 10, Township 37 North, Range 113 West, Sublette County, Wyoming, being more particularly described as follows:

Beginning at a point on the northeasterly right-of-way line of State Highway 187-189, North 23°12'East, 3286.4 feet from the Southwest corner of said Section 10 where is found a 2" galvanized steel pipe 30" long with brass cap inscribed "Paul N. Scherbel RLS 164 Big Piney, Wyoming T37N R113W S9/S10/S16/S15 1962"; thence North 54°10'East, 260.8 feet to a point; thence South 34°10'East, 807.8 feet to a point; thence North 88°32'West, 308.0 feet to a point on the said right-of-way; thence North 35°16' West, the base bearing of this survey, 620.9 feet along the said right-of-way line to the point of beginning.

AND FURTHER EXCEPTING THEREFROM:

(e) A tract of land located in Section 10, Township 37 North, Range 113 West as conveyed in Warranty Deed

recorded in Book 29 of Deeds, Page 614 and being more particularly described as follows:

Beginning at a point on the Northeasterly right-of-way of State Highway 189-191 and North 23°12'East, 3,286.4 feet from the Southwest corner of said Section 10; thence North 35°16' West, a distance of 166.4 feet along said highway right-of-way line; thence North 54°10'East, a distance of 264.0 feet; thence South 34°10'East, a distance of 166.5 feet; thence South 54°10'West, a distance of 260.8 feet to the point of beginning.

AND FURTHER EXCEPTING THEREFROM:

(f) A parcel of land conveyed by Warranty Deed recorded in Book 15 of Deeds, Page 407 and being more particularly described as follows:

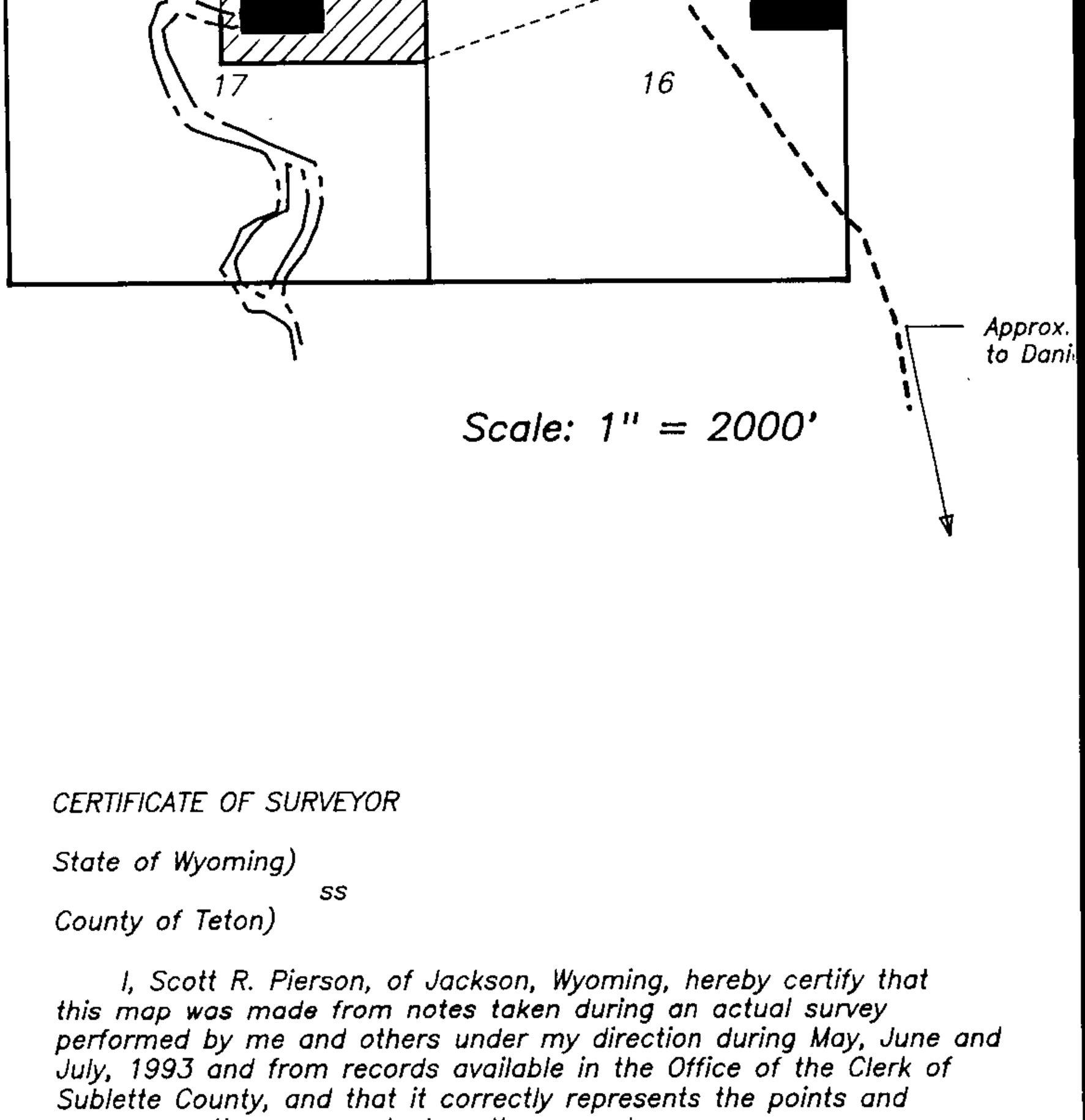
That part of the NW¼SE¼ of Section 4, Township 37 North, Range 113 West, Sublette County, Wyoming, described as follows:

Beginning at the center one-quarter corner of said Section 4 where found a 2" galvanized steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164 BIG PINEY, WYOMING T37N R113W C ¼ S4 1969"; thence South 89°34'East, 427.1 feet along the north line of the said NW¼SE¼ to the intersection with the southwesterly right-of-way line of State Highway 187-189 marked by a steel spike 3/8" X 12"; thence South 34°19'East, the base bearing of this survey, 500.00 feet along the said right-of-way line; thence South 55°41'West, 350.9 feet perpendicular to said right-of-way line, thence North 34°19'West, 743.5 feet parallel to the said right-of-way line to the corner of beginning.

AND FURTHER EXCEPTING THEREFROM:

All Lot 3 and that part of the NW¼SE¼ and NE¼SW¼ of Section 4, Township 37 North, Range 113 West and that part of the SE¼SW¼ of Section 33, Township 38 North, Range 113 West, Sublette County, Wyoming, conveyed in Warranty Deed recorded November 2, 1981 in Book 23 of Deeds, Page 19 and being more particularly described as follows:

Beginning at the North one-quarter corner of said Section 4; thence South 00°12'11"East, 247.13 feet along the east line of said Lot 3 to the Southeast corner identical with the Northwest corner of that tract of record in the Office of the Clerk of Sublette County in Book 15 of Deeds, Page 483; thence South 34°47.1'East, 59.68 feet along the westerly line of said tract to a corner; thence South 89°51.2'West, 1348.06 feet parallel to the south line of said Lot 3 to a corner intersection with the west line of said NE¼SW¼; thence North 00°02.9'East, 49.10 feet along said west line of the southwest corner of said Lot 3; thence North 00°34'31" East, 242.12 feet along the west line of said Lot 3 to the northwest corner; thence North 00°38.8'West, 39.54 feet along the west line of said SE¼SW¼ to a point; thence North 89°38'East, 1244.81 feet parallel to the north line of said Lot 3 to an intersection with the west line of that tract of record in Book 8 of Deeds, Page 443 thence; South 00°28.1'East, 39.54 feet along said west line to a corner on the said north line; thence North 89°38'East, 66.00 feet along said north line to the corner of beginning.



Scale: 1" = 2000'

CERTIFICATE OF SURVEYOR

State of Wyoming)
ss
County of Teton)

I, Scott R. Pierson, of Jackson, Wyoming, hereby certify that this map was made from notes taken during an actual survey performed by me and others under my direction during May, June and July, 1993 and from records available in the Office of the Clerk of Sublette County, and that it correctly represents the points and corners as they are marked on the ground.

Professional Land Surveyor
Scott R. Pierson
3831
Date 1-14-94
WYOMING

Scott R. Pierson
Wyoming Professional Land Surveyor No. 3831

187 - 189

244975
RECORDED Jan. 21, 1994 12:00PM
IN BOOK 42 Misc PAGE 396
FEES 25.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

MAP OF SURVEY

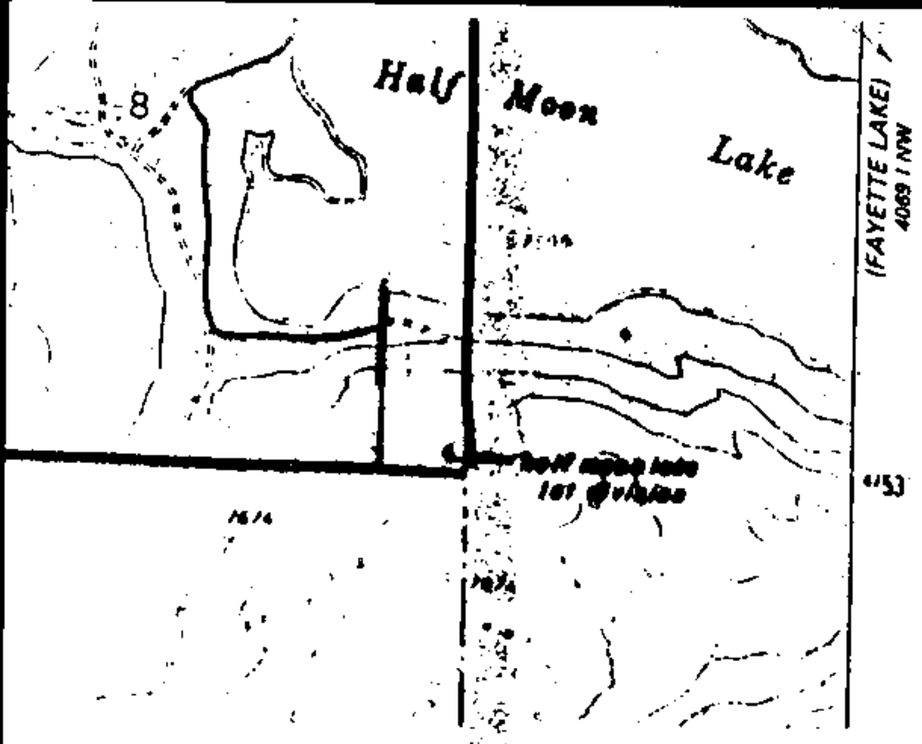
JOHN E. SCHWABACHER

SHOWING

SW1/4SE1/4 SECTION 8
AND SE1/4NE1/4 & PART W1/2NE1/4 SECTION 1

T35N R111W 6th P.M.

396 SUBLETTE COUNTY, WYOMING



ey, Wyoming hereby certify that
n during an actual survey made
r 1991, and from records in the
County, and that it correctly
.

stration No. 3889
ctober 1991

ledged before me by Scott A.
991.

DIANNE DAWSON
Notary Public State of Wyoming
Sublette County Wyoming
Commission Expires 9/1/93

commission expires:
September 1993

2" aluminum cap
ING PLS3889" and

rtificate filed,

244976
RECORDED Jan. 21, 1994 2:15PM
IN BOOK 48 Misc. PAGE 397
FEES 25.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

PLAT OF SURVEY

FOR

JOHN M. SULENTA

OF

SULENTA ACCESS ROAD

WITHIN THE

E 1/2 SECTION 6

T34N R108W

SUBLETTE COUNTY WYOMING

#5230

RELEASE OF LIS PENDIS

Notice is hereby given that a suit has been settled between the parties in the District Court of Sublette County in the Ninth Judicial District of the State of Wyoming, in and for the County of Sublette, Civil Action No. 5230. Stipulation for dismissal has been executed by the parties on the 21st day of January, 1994.

This notice serves as a release of the Lis Pendis which was recorded on the 13th day of December, 1991 at 11:00 a.m. in Book [redacted]59 Miscellaneous at Page 468 by the County Clerk, Sublette County, Pinedale, Wyoming as Document #235563. (legal as exhibit A)

DATED this 21st day of January, 1994.

By: Richard J. Mulligan
Richard J. Mulligan
Attorney for Plaintiffs
P.O. Box 1066
Jackson, Wyoming 83001

STATE OF WYOMING)
) SS:
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Richard J. Mulligan this 21st day of January, 1994.

Witness my hand and official seal.

Laurie D. Burgess

LAURIE D. BURGESS NOTARY PUBLIC SUBLETTE COUNTY, WY.

My Commission Expires: 7.19.97

FILED

JAN 21 1994

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING
BY

244988

RECORDED January 21, 1994 2:30PM
IN BOOK 42 Misc. PAGE 398
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sorton

Exhibit H

TN 37 N. R. 10 W.

Section 3: W 1/2 SE1/4, W1/2 E1/2 SE1/4, SW1/4, Except that part of the S 1/2 SW 1/4 described as follows:
Beginning at the southwest corner of said Section 3; thence N. 00°09'E., 1056.00 feet along the west line of said Section 3; thence N. 89°48'E., 1650.00 feet parallel with the south line of said Section 3; thence S.00°09'W., 1056.00 feet parallel with the west line of said Section 3 to the south line of said Section 3; thence S.89°48'W., 1650.00 feet along the south line of said Section 3 to the Point of Beginning.

[redacted]

IN BOOK 102 Misc PAGE 400
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacton

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

A J CORPORATION, a Wyoming corporation,

plaintiff,

vs

JAMES L. WAKEFIELD and CHARLENE WAKEFIELD,

defendants.

Civil No. 5493

FILED

JAN 14 1994

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING
BY

DEFAULT JUDGMENT

In this action each of the defendants has been personally served with summons and complaint, and each of the defendants has failed to plead or otherwise defend, and the default of each of the defendants for failure to answer, plead or otherwise defend as required by Rule 4 of the Wyoming Rules of Civil Procedure has been duly entered by the Clerk,

And no good cause having been presented to the Court to set aside the said entry of default,

And now upon the application of John S. Mackey, as attorney for Plaintiff,

The Court does hereby ORDER, ADJUDGE and DECREE,

1-

That the Agreement for Sale of Real Estate marked as Exhibit A and attached to and made a part of the plaintiff's complaint, for sale by plaintiff of the following described real estate and premises situate in the County of Sublette and State of Wyoming, to-wit:

Lot 18 of the Energy Industrial Subdivision
Sublette County, Wyoming

unto the defendants, be and the same is hereby abandoned, cancelled, ended, terminated and of no further force and effect;

2-

That plaintiff is the owner of and entitled to possession of the said real estate and premises and neither of the defendants has any right, title, interest, equity or estate in or to the said real estate and premises nor any part thereof;

3-

That title to the said real estate and premises be and the same is quieted in the plaintiff, and the defendants are, and each of the defendants is, hereby restrained and enjoined from hereafter asserting any right, title, interest, equity, claim or demand in and to the said real estate and premises adverse to the plaintiff;

4-

That plaintiff have and recover of the defendants, and each of them, possession of the aforesaid real estate and premises, and that plaintiff have a writ to be issued out of this Court for possession of the aforesaid real estate and premises against the defendants and each of them.

Dated this 11th day of Jan. 1994.

Judge of the Court

THE STATE OF WYOMING
COUNTY OF SUBLETTE

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

SIGNED

[redacted]

244996

RECORDED Jan. 24, 19[redacted] 1:10AM
IN BOOK 162 Misc. PAGE 402
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

[redacted]

DCO-7476 (7-93)

Owner # 450100
DO #

AFFIDAVIT OF DEATH AND HEIRSHIP

RAYMOND R. HAILS — Deceased

558-24-8584 — S.S. No.

BEFORE ME, the undersigned authority, on this day personally appeared June W. Hails, _____, well known to me to be a credible person, who upon his oath deposes and says:

That he was personally well acquainted with the above-named decedent, during his lifetime, having known him for 47 years, and that affiant bears the following relationship to said decedent, to wit: surviving spouse;

Affiant further states that the said decedent departed this life at Glendale, CA, in Los Angeles County, State of California, on or about June 27, 19 93, being 70 years old at the date of his death.

Affiant further states that the following statements and the answers to the following named questions are based upon the personal knowledge of the affiant and are true and correct:

1. Did decedent leave a will? Yes If so, has the will been admitted to probate? No Give name of County and State in which such proceedings are pending, and name and address of executor.
   None

   (If decedent left a will, please attach a certified copy of same, together with a copy of the order of court admitting it to probate, and letters testamentary.)
2. If decedent left no will, has a representative been appointed for the estate of the decedent? N/A If so, give the name of the county and state in which said administration proceedings are pending and name and address of administrator. _____
3. Marital status of decedent at time of death (married, single, divorced, widow, widower) married
   (If decedent left no heirs, you may attach a full and complete affidavit of heirship of said decedent in narrative form.)
4. If decedent was ever married, complete the following:

Name of Spouse	Address	S.S. No.	Date of Marriage	If Dec'd Date/Death	Date of Divorce
June W. Hails	1253 Moncado Dr. Glendale, CA 91207	374-26-7844	6/7/47		N/A

(If there was a property settlement, please attach a certified copy.)

5. If decedent had any children by any spouse, or adopted any children, give the following information:

Name of Child	Address	S.S. No.	Date of Birth	If Dec'd Date/Death	By Which Spouse
Alan H. Hails	Apartado 251785 Bogota, Colombia So. Amer.		7/20/49		June W. Hails
Richard W. Hails	6512 Craig Rd. Durham, NC. 27712		2/10/52		" "
Robert C. Hails	13946 224th Court, NE, Woodinville, WA 98072		9/28/54		" "

6. If a deceased child left descendents, give the following information:
   N/A

Name of Dec'd Child	Name of Child	Address	S.S. No.	Date of Birth	If Dec'd Date/Death

(OVER)

402

7. If decedent left no children or grandchildren, please list all information concerning the father, mother, brothers and sisters; also note if any siblings are half-blood siblings: N/A

Name	Address	S.S. No.	Relationship	If Dec'd Date/Death

8. Please list children of any deceased brother or sister of decedent: N/A

Name of Child	Address	S.S. No.	Date of Birth	Name of Father & Mother	If Dec'd Date/Death

9. The states of Texas, California, New Mexico and Louisiana are community property states. If decedent owned property in any or all, please state if such was community or separate property; or if such was held in Life Estate.

☐ N/A ☐ Community ☒ Separate ☐ Life Estate

10. Have all Federal Estate and State Inheritance taxes owing by decedent's estate been paid? If so, indicate offices to which taxes paid or furnish tax certificates.

None due and None paid.

June W. Hails
(Affiant's Signature)

Subscribed and sworn to before me this THIRD day of JANUARY, 19 94

Edward H. Calabro
Notary Public in and for

My Commission Expires: 5/10/96

EDWARD H. CALABRO
Comm. # 965913
NOTARY PUBLIC - CALIFORNIA
Los Angeles County
My Comm. Expires May 10, 1996

Los Angeles County, California State

CORROBORATING AFFIDAVIT

(To be executed by party other than above affiant)

STATE OF California
COUNTY OF Los Angeles

Rose Calabro, of lawful age, being first duly sworn, on oath states:

That this affiant was well and personally acquainted with decedent in his lifetime; that this affiant has read the foregoing Affidavit of Heirship, knows the contents thereof, and that each and every statement therein contained is true to the best of his knowledge and belief.

Rose Calabro
(Affiant's Signature)

Subscribed and sworn before me this 3rd day of January, 19 94

My Commission Expires: 5/10/96

Edward H. Calabro
Notary Public in and for

EDWARD H. CALABRO
Comm. # 965913
NOTARY PUBLIC - CALIFORNIA
Los Angeles County
My Comm. Expires May 10, 1996

LOS ANGELES, CALIFORNIA
County State

TO ELIMINATE A DELAY IN PROCESSING, ALL QUESTIONS MUST BE COMPLETED

[redacted]

244999

IN BOOK 62 Misc. PAGE 404
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING

By Cathy Saxton

[redacted]

TRANSPORTATION COMMISSION OF WYOMING

Cheyenne, Wyoming

The Wyoming Transportation Commission met in its offices in the Department of Transportation Building in Cheyenne, Wyoming, on Thursday, July 15, 1993. The meeting was convened at 8:30 a.m. with the following members constituting a quorum being present:

Karen Graham, Chairman, Torrington
Ralph L. Gill, Vice Chairman, Jackson
James H. Dixon, Commissioner, Newcastle
Raymond D. Saunders, Commissioner, Gillette
Dean M. Bartels, Commissioner, Worland
Donald G. Diller, Director
Keith Rounds, Secretary

.....

Excerpt

12. It was recommended by Mr. Hanlin, moved by Vice Chairman Gill, seconded by Commissioner Saunders and carried to adopt the following resolution:

RESOLUTION FOR ABANDONMENT

WHEREAS, under the provisions and authority of W.S. 24-3-126, the Transportation Commission of Wyoming may abandon or relinquish any portion of state highways upon reconstruction or relocation of an existing state highway; and

WHEREAS, portions of Wyoming Transportation Department Projects FAP-177AR and WPH-50, Big Piney-Daniel Jct. road located in Sublette County, Wyoming are no longer needed for state highway or public use purposes. Said portions being described as follows:

PARCEL NO. 1

All that portion of old US Highway Number 189 (Wyoming Transportation Project number FAP-177AR) located in the SW1/4SW1/4 of Section 2, N1/2NW1/4, SW1/4NW1/4 of Section 11, T.33N., R.111W., of the 6th P.M., Wyoming, lying to the right or southwesterly side of the presently existing highway right-of-way line being 75 feet to the right or southwesterly side of the following described centerline of highway;

Commencing at the south quarter corner of said Section 2; thence N. 76°28'09.5"W. a distance of 1,348.4 feet to the TRUE POINT OF BEGINNING, said point also being the point of beginning of a 2°00" circular curve concave northeasterly, the radius of which is 2,864.79 feet;

thence southeasterly along said curve through a central angle of 42°33'12" a distance 2,127.67 feet to the point of ending of said curve, the point of ending.

PARCEL NO. 2

All that portion of old US Highway Number 189 (Wyoming Transportation Department Project Number WPH-50) located in the SW1/4, S1/2NW1/4 of Section 26, T.34N., R.111W., of the 6th P.M., Wyoming, lying to the left or westerly side of the presently existing highway right-of-way line being described as follows;

Commencing at the southwest corner of said Section 26; thence N.89°29'16.1"E. along the south boundary of said Section 26 a distance of 1,254.56 feet to a point on the west right-of-way boundary of said US Highway 189; thence N.00°08'00.9"E. along said west boundary a distance of 923.11 feet; thence N.00°02'34.7"E. a distance of 68.02 feet; thence N.00°02'35.4"E. a distance of 228.37 feet to the TRUE POINT OF BEGINNING, said point also being the point of beginning of a 2°30'00" circular curve concave southeasterly, the radius of which is 2,366.83 feet;

thence northeasterly along said curve through a central angle of 18°25'16.6" a distance of 760.96 feet to the point of ending of said curve;

thence N.18°27'52.0"E. a distance of 1,151.52 feet to the point of beginning a 2°30'00" circular curve concave westerly, the radius of which 2,216.83 feet;

thence northeasterly along said curve through a central angle of 10°49'39.8" a distance of 418.92 feet;

thence N.18°45'05.5"W. a distance of 155.91 feet to a point on the south boundary of US Highway Number 189, 191, the point of ending.

NOW THEREFORE BE IT RESOLVED, the Transportation Commission of Wyoming hereby abandons the above-described land to the adjacent landowners as provided for under the provisions and authority of W.S. 24-3-126.

.....

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

I, Keith Rounds, Secretary of the Transportation Commission of Wyoming, do hereby certify that the above and foregoing is a full, true and correct excerpt of the records of the proceedings of the Transportation Commission of Wyoming meeting held on July 15, 1993.

In testimony thereof, and as provided by Title 24-2-101, Wyoming Statutes, 1977, I have hereunto set my hand and the Official Seal of the Transportation Commission of Wyoming this 22nd day of July, 1993.

(Seal)

Keith Rounds, Secretary
Transportation Commission of Wyoming

ACKNOWLEDGEMENT

THE STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me this 22nd day of July, 1993 by Keith Rounds.

Witness my hand and official seal.

CRAIG ALEXANDER NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
My Commission Expires May 30, 1995

My commission expires:

Notary Public

AFFIDAVIT OF SURVIVORSHIP

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

EARL L. MOYER, 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 CATHERINE G. MOYER, deceased, and, therefore, has an interest in the real property which is the subject matter of this Affidavit.

2. Affiant states that CATHERINE G. MOYER died at Las Vegas, Clark County, Nevada, on May 25, 1989, the facts of said death more fully appearing on the duly certified Certificate of Death attached hereto and by this reference incorporated herein.

3. During the marriage of CATHERINE G. MOYER and her spouse, EARL L. MOYER, Affiant herein, said CATHERINE G. MOYER and Affiant acquired as tenants by the entirety certain real property from Eileen C. Alden by Quitclaim Deed dated January 15, 1986, and recorded in the office of the County Clerk of Sublette County, Wyoming, on February 10, 1986, in Book 8 of Quitclaim Deeds, Page 30, which property is more particularly described as follows:

> Lot 4, Block 8, C.P. MacGlashan First Addition to the Town of Big Piney, Sublette County, Wyoming.

4. This Affidavit is filed for the purpose of establishing the fact of the death of said CATHERINE G. MOYER, who was the owner with EARL L. MOYER of an estate by the entireties in the above-described property, and to make an official record on the termination of the interests of CATHERINE G. MOYER in and to said property and the vesting of the same in EARL L. MOYER, her surviving spouse, all pursuant to the provisions of W.S. § 2-9-102.

DATED this 19 day of January, 1994.

Earl L. Moyer
EARL L. MOYER

SUBSCRIBED AND SWORN to before me this 19 day of January, 1994, by EARL L. MOYER.

WITNESS my hand and official seal.

Dorothy M. Bobo
Notary Public

DOROTHY M. BOBO
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
My appointment expires June 24, 1997

245010

RECORDED January 24, 1994 2:25PM
IN BOOK 102 Misc. PAGE 407
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY WYOMING
By Cathy Saxton

0[redacted]5 DIVISION OF HEALTH [redacted]ION OF VITAL STATISTICS

CERTIFICATE OF DEATH

[redacted]

LOCAL FILE NUMBER

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK

DECEDENT

DECEASED—NAME First	Middle	Last	DATE OF DEATH (Month, Day, Year)	COUNTY OF DEATH
1. Catherine		MOYER	2. May 25, 1989	3a. Clark

CITY, TOWN, OR LOCATION OF DEATH	HOSPITAL OR OTHER INSTITUTION—Name (If not either, give street and number)	If Hosp. or Inst. indicate DOA, OP/Emer. Rm. Inpatient (Specify)	SEX
3b. No. Las Vegas	3c. Community Hospital	3e. Inpatient	4. Female

RACE—(e.g., White, Black, American Indian, etc) (Specify)	Was Decedent of Hispanic Origin? Specify (1) yes (2) no If yes, specify Mexican, Cuban, Puerto Rican, etc.	AGE—Last Birthday (Years)	UNDER 1 YEAR MOS : DAYS	UNDER 1 DAY HOURS : MINS	DATE OF BIRTH (Mo., Day, Yr.)
5. White	6.	7a. 76	7b. :	7c. :	8. August 22, 1912

STATE OF BIRTH (If not U.S.A., name country)	CITIZEN OF WHAT COUNTRY	Decedent's Education. Specify highest grade completed.	MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify)	SURVIVING SPOUSE (If wife, give maiden name)
9a. Wyoming	9b. U.S.A.	10. 8	11. Married	12. Earl L. Moyer

SOCIAL SECURITY NUMBER	USUAL OCCUPATION (Give Kind of Work Done During Most of Working Life, Even If Retired)	KIND OF BUSINESS OR INDUSTRY
13. 520-32-2276	14a. Homemaker	14b. Own Home

If death occurred in institution see handbook regarding completion of residence items

RESIDENCE—STATE	COUNTY	CITY, TOWN, OR LOCATION	STREET AND NUMBER	INSIDE CITY LIMITS (Specify Yes or No)
15a. Nevada	15b. Clark	15c. Indian Springs	15d. 710 Winston Lane	15e. Yes

PARENTS

FATHER—NAME First	Middle	Las.	MOTHER—MAIDEN NAME First	Middle	Last
16. Cornelius		Brady	17. Frances		

INFORMANT—NAME (Type or Print)	MAILING ADDRESS (Street or R.F.D. No., City or Town, State, Zip)
18a. Earl L. Moyer	18b. P.O. Box 474, Indian Springs, Nevada 89018

DISPOSITION

BURIAL, CREMATION, REMOVAL, OTHER (Specify)	CEMETERY OR CREMATORY—NAME	LOCATION City or Town	State
19a. Removal	19b. Valley Mortuary	19c. Kemmerer	Wyoming

FUNERAL DIRECTOR—SIGNATURE (Or Person Acting as Such)	FUNERAL DIRECTOR LICENSE NUMBER	NAME AND ADDRESS OF FACILITY
20a. [signature]	20b. 30	Bunker Mortuary 89101 20c. 925 Las Vegas Blvd, No., Las Vegas, Nevada

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN

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

(Signature and Title) ➤ [signature]

DATE SIGNED (Mo., Day, Yr.)	HOUR OF DEATH
21b. 5/27/89	21c. 4:15 P.M.

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

21d

To be completed by Coroner's Office

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

(Signature and Title) ➤

DATE SIGNED (Mo., Day, Yr.)	HOUR OF DEATH
22b.	22c.
PRONOUNCED DEAD (Mo., Day, Yr.)	PRONOUNCED DEAD (Hour)
22d. ON	22e. AT

NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER) (Type or Print)

23a. Anthony L. Pollard, D.O., 1905 McDaniel N.Las Vegas, Nevada 89030

LICENSE NUMBER 23b. 0426

REGISTRAR	DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)	DEATH DUE TO COMMUNICABLE DISEASE
24a. (Signature) ➤ Jan Buske, Deputy	24b. MAY 30 1989	24c. YES ☐ NO ☐

CAUSE OF DEATH

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

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

PART I

(a) Cardio Pulmonary Arrest, — Interval between onset and death

DUE TO, OR AS A CONSEQUENCE OF:

(b) Heart Failure — Interval between onset and death

DUE TO, OR AS A CONSEQUENCE OF:

(c) — Interval between onset and death

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

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

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

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

No. 003681

STATE REGISTRAR

"CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE WITH THE REGISTRAR OF VITAL STATISTICS, STATE OF NEVADA." This copy was issued by the Clark County Health District from State certified documents as authorized by the State Board of Health pursuant to NRS 440.175.

NOT VALID WITHOUT THE RAISED SEAL OF THE CLARK COUNTY HEALTH DISTRICT

OTTO RAVENHOLT, M.D.
Registrar of Vital Statistics

By: [signature]

Date Issued: JUN 02 1989

CLARK COUNTY HEALTH DISTRICT
625 Shadow Lane P.O. Box 4426
Las Vegas, Nevada 89127
702-383-1223

409

rlsd. bk. 106 pg. 252 4/1/14

PLEASE RETURN TO: GWEN BOTTS

MEMORANDUM OF AGREEMENT AFFECTING REAL PROPERTY

DATED AS OF: 4-23-93

BETWEEN: Thornton & Donna Grove
Bx 818
Pinedale, wy 82941
Owner

AND: PacifiCorp
920 SW Sixth Avenue, 440 PFFC
Portland, Oregon 97204
PacifiCorp

Owner is the owner of that certain real property in Pinedale, Sublette County, Wyoming commonly known as Grove Furniture and as more particularly described on attached Exhibit A (the "Property"). PacifiCorp is a duly authorized public utility that provides electrical service in the area in which the Property is located.

Owner and PacifiCorp are parties to that certain Energy Services Agreement dated 4-23, 1993 (the "Agreement"), the terms and conditions of which are hereby incorporated by this reference and made part of this Memorandum of Agreement Affecting Real Property as if completely set forth herein, pursuant to which PacifiCorp has agreed to provide conservation assistance as described in the Agreement for the purpose of improving the Property through weatherizing and making more energy efficient the structures, fixtures and facilities on the Property. The Agreement provides in part for Owner, Owner's successor or other persons occupying the Property to pay additional charges for conservation assistance provided or to be provided by PacifiCorp to the Property, as authorized by Energy Services Tariff **Schedule 122.**

The sole purpose of this Memorandum of Agreement is to place on notice any person or persons who may intend to acquire the Property or any interest in the Property that Owner is a party to the Energy Services Agreement, and that any person acquiring the Property or any interest in the Property, which intends to receive electrical service from PacifiCorp at the Property, will become obligated to pay the charges when they become due under the Agreement. **Neither the Agreement nor this Memorandum of Agreement shall create any lien of any type against the Property.**

The Agreement also provides that PacifiCorp may discontinue any and all such services, including the provision of electricity to the Property, if Owner, Owner's successor or other person occupying the Property ceases or fails to make such additional payments as scheduled.

The provisions of the Agreement shall bind Owner and each successor owner of the Property or assignee of Owner's interest in the Energy Service Agreement and shall bind and inure to the benefit of PacifiCorp and its successors and assigns.

245015

RECORDED January 24 1994 3:20PM
IN BOOK 62 Misc. PAGE 409
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sadon

All persons acquiring or intending to acquire any interest in or to the Property during the effective period of this Memorandum should direct a written inquiry to PacifiCorp at the following address:

PacifiCorp
920 SW Sixth Avenue, 440 PFFC
Portland, OR 97204
ATTN: The Energy FinAnswer 12,000 Manager

All such inquiries must include the name of the owner and street address of the Property and be signed by such owner authorizing release of such information to the person making the request.

Owner

Thornton Grove

By: Donna Grove
President

Title: Treasurer

STATE OF Wyoming)
) ss.
County of Sublette,)

This instrument was acknowledged before me this 27th day of April, 1993, by Thornton & Donna Grove

Penny Fretheim
(Notary Signature)

NOTARY PUBLIC FOR Wyoming
My Commission Expires:
12-1695

PacifiCorp

By: S. Wells

Title: District Manager
Sublette District

STATE OF Wyoming)
) ss.
County of Sublette)

This instrument was acknowledged before me this 29th day of Dec, 1993, by S. Wells of PacifiCorp, an Oregon corporation.

Kathary A. Walker
(Notary Signature)

NOTARY PUBLIC FOR Wyoming
My Commission Expires: 4/24/96.

PENNY FRETHEIM - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES DECEMBER 16, 1996

Thornton & Donna Grove
1522 W US HWY 191
Pinedale, WY 82941

MAILING ADDRESS:
PO Box 818
Pinedale, WY 82941

EXHIBIT A

The following described real property located in the County of Sublette, State of Wyoming:

That part of the E½NE¼NE¼ of Section 5, T33N, R109W, Sublette County, Wyoming, that tract of record in the Office of the Clerk of Sublette County in Book 31 of Deeds on page 197, described as follows:

BEGINNING at the northwest corner of said E½NE¼NE¼ (EE1/64);

thence N88°-55'-02"E the base bearing for this survey and description, 374.27 feet along the north line of said Section 5 identical with the center-line of Highway 191;

thence S00°-55'-00"E, 50.00 feet to a point on the south right-of-way line of said highway;

thence continuing S00°-55'-00"E, 380.00 feet to a point;

thence S88°-55'-02"W, 125.00 feet to a point;

thence S00°-55'-00"E, 482.29 feet to a point;

thence S65°-52'-08"E, 129.25 feet to a point on the westerly right-way-line of Club House Road;

thence S24°-07'-52"W, 393.25 feet along said right-of-way line to a point on the south line of said E½NE¼NE¼;

thence S88°-48'-39"W, 198.74 feet along said south line to the southwest corner (CENE1/64) corner;

thence N00°-57'-57"W, 1323.51 feet along the west line of said E½NE¼NE¼ to the **CORNER OF BEGINNING**;

ENCOMPASSING an area of 9.14 acres, more or less;

SUBJECT to road and utility easements including Highway 191;

each "point" marked by a 5/8"x24" steel reinforcing rod with 2" aluminum cap inscribed "SURVEYOR SCHERBEL LTD. BIG PINEY, WY PLS3889" and appropriate details;

each "corner" marked as shown in a Certified Land Corner Recordation Certificate filed in said Office;

all in accordance with the plat to be filed in said Office titled, "PLAT TO ACCOMPANY LOT DIVISION APPLICATION FOR TAD, INC. AND DAVID E. SHAFFER OF PART OF E½NE¼NE¼ SECTION 5 T33N R109W SUBLETTE COUNTY, WYOMING.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR THE COUNTY OF LINCOLN, STATE OF WYOMING

Probate No. 3682

IN THE MATTER OF THE ESTATE OF:)
)
HILDA B. WHELAN,)
)
Deceased.)

JAN 1994
FILED
CLERK OF DIST. COURT
LINCOLN, CO. WYO

ORDER APPROVING FINAL REPORT

AND DECREE OF DISTRIBUTION

The above-captioned matter comes on for hearing before the Court in its regular order, on the Final Report, Accounting and Petition for Distribution, as heretofore filed with this Court by the Personal Representative of the above-captioned estate, and the Court, having examined said Final Report, Accounting and Petition for Distribution; having examined the Waiver of Notice and Consent to Approval of Final Report filed herein by the distributees of the estate; and having reviewed the court file of record herein and being duly advised in the premises, finds that the Court has full and complete jurisdiction over the subject matter and all interested parties, and that this matter ought to proceed on to final hearing and determination on the merits.

This matter proceeding onto final hearing and determination, the Court specifically finds that each and all of the statements made in the Final Report, Accounting and Petition for Distribution are true and correct, that the conduct of the Personal

245024

RECORDED January 25, 1994 10:20AM
IN BOOK 62 Misc. PAGE 412
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

Representative in the administration of this estate as reflected in said Report is in accordance with 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, Accounting and Petition for Distribution, and all doings of the Personal Representative in the premises, and decree ought to be entered providing for the full and final distribution of this estate, and the closing thereof.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Final Report, Accounting and Petition for Distribution be, and the same hereby is, fully and finally ratified, confirmed and approved, and all of the doings of the Personal Representative in the premises be, and the same are hereby fully and finally approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Personal Representative shall proceed to make final distribution of all assets of this estate now in his hands as follows:

> All of decedent's interest in and to the minerals lying in, upon, underlying or across the following described real property, including but not limited to oil and gas, located in Lincoln and Sublette Counties, Wyoming, more particularly described as follows:
>
> Lots Two (2), Three (3), Eight (8), Nine (9) and Fourteen (14); the Southwest Quarter of the Northeast Quarter (SW¼NE¼) and the Northwest Quarter of the Southeast Quarter (NW¼SE¼) of Section Five (5), Township 26 North, Range 112 West, of the 6th P.M., Lincoln County, State of Wyoming.
>
> AND

Lot Seven (7) and the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section Twenty-nine (29); Lot One (1); the Northwest Quarter of the Southwest Quarter (NW¼SW¼); the West Half of the Northwest Quarter (W½NW¼); the East Half of the West Half (E½W½); and the West Half of the East Half (W½E½) of Section Thirty-two (32), all in Township 27 North, Range 112 West, of the 6th P.M., Sublette County, State of Wyoming.

and any other property that may be hereafter discovered, shall be distributed in undivided one-third (1/3) shares each to Sigurd Brown (501 5th Avenue, Laurel, Montana 59044), Odweig Nicolaisen (P.O. Box 1043, Columbus, Montana 59019), and Mable Anderson (P.O. Box 1147, Columbus, Montana 59019).

In making such distributions the Personal Representative shall execute and deliver such instruments that shall be necessary or appropriate to effectuate said distribution.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED 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 18th day of January, 1994.

JOHN D. TROUGHTON
District Judge

STATE OF WYOMING)
COUNTY OF LINCOLN) SS.

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

SIGNED .....

415

NUMBER OF LOTS = 6

ZONED = LOT 1 ⟹ RS-1 (5.868 Acres)
= LOTS 2-6 ⟹ RR-5 (28.071 Acres)

ALL FUTURE UTILITIES TO BE UNDERGROUND, AND INDIVIDUAL HOOKUPS TO BE AT LOT OWNERS EXPENSE

APPLICATIONS AND PETITIONS TO TRANSFER EXISTING WATER RIGHTS ARE CURRENTLY PENDING ACTION BY THE WYOMING STATE ENGINEER'S OFFICE AND THE STATE BOARD OF CONTROL WHICH WILL RESULT IN NO WATER RIGHTS IN THIS SUBDIVISION

ROADWAY DITCHES AND CULVERTS WILL BE PROVIDED WHERE NECESSARY TO CARRY STORM WATER TO NATURAL DRAINAGES

SELLER DOES NOT WARRANT TO PURCHASER THAT HE HAS ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS WITH REGARD TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER

WYOMING STATE HIGHWAY NO. 352 WILL BE MAINTAINED BY THE WYOMING DEPARTMENT OF TRANSPORTATION

NOBLE COUNTY ROAD NO. 23-145 WILL BE MAINTAINED BY THE SUBLETTE COUNTY ROAD AND BRIDGE DEPARTMENT

BUILDING SETBACKS: Sides = 10', Front = 30', Rear = 40'
Along County Road #23-145 = 40'
Along Wyo. Highway No. 352 = 50'

NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM

NO PROPOSED DOMESTIC WATER SOURCE

NO PUBLIC MAINTENANCE OF STREETS OR ROADS
except County Road No. 23-145, and
Wyoming State Highway No. 352
as noted above

245051

RECORDED January 27, 1994 8:40a M
IN BOOK 62 Misc. PAGE 415
FEES $ 50.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
1/18/94

By Cathy Sa
Saxton

SHEET	
1	
OF	
1	
SHEETS	
JOB NO.	92160

DESCRIPTION/REVISION	NO.
Revised Final (ownership)	4
Final	3
Review Final	2
Revised Preliminary	1

PLAT OF THE
NOBLE ESTATES SUBDIVISION
BEING PART OF THE
NW1/4 NW1/4 of Section 10, T34N-R110W
Sublette County, Wyoming

AFFIDAVIT

State of Wyoming)
) ss.
County of Big Horn)

Comes now, Carroll Annette Werbelow, a married woman, of Big Horn County, Wyoming, whose address is Emblem Route, Greybull, WY 82426, who, being duly sworn on oath according to law, does hereby make the following statements of fact and affirm:

1. That she is a co-owner of all lands in the NW¼NW¼ of Section 10, T34N-R110W of the 6th P.M., Sublette County, Wyoming lying easterly of the centerline of Wyoming State Highway No. 352.

2. That these lands are to be subdivided as shown on the proposed plat of the Noble Estates Subdivision.

3. That she has reviewed the proposed plat noting that the subdivision consists of six lots that average 5.6565 acres each for a total of 33.939 acres.

4. That she has read and understands the provisions of the Certificate of Owners and the implications thereof.

5. That this affidavit is signed in the stead of and with the same effect as if the mylar plat as filed in the Office of the Clerk of Sublette County was manually signed by her.

Carroll Annette Werbelow
Carroll Annette Werbelow

The foregoing instrument was acknowledged before me by Carroll Annette Werbelow this 19th day of January, 1994.

Witness my hand and official seal.

Linda Noyes
Notary Public

[illegible] NOTARY PUBLIC
[illegible] COUNTY OF
WYOMING BIG HORN
MY COMMISSION EXPIRES [illegible]

My Commission expires:

245056

RECORDED January 27 1994 8:50AM
IN BOOK 62 Misc. PAGE 414
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR NOBLE ESTATES

KNOW AL MEN BY THESE PRESENTS: That the undersigned, James Mark Noble, Carroll Annette Werebelow, Thomas Lars Noble and Zackary Michael Noble, P.O. Box 11, Cora, Wyoming are joint tenant owners of the following described property in the County of Sublette, State of Wyoming, to-wit:

> NW¼NW¼ of Section 10, Township 34 North, Range 110 West of the 6th P.M., Sublette County, Wyoming. Said land is located along the Wyoming State H iway No 352 at Cora, Wyoming.

I. DECLARATION

James Mark Noble, Carroll Annette Werebelow, Thomas Lars Noble and Zackary Michael Noble, hereby declare that all of the aforedescribed property shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the protective covenants, conditions, restrictions and easements hereafter set forth; shall run with the property and bind all parties having any legal or equitable interest in the property; shall inure to the benefit of every owner of any part of the property.

II. DEFINITIONS

The following terms and phrases used in these covenants shall be defined as follows:

A. Association. Association shall mean the Noble Subdivision Homeowners Association, its successors or assigns.

B. Property. Property shall mean the real property described in this document.

C. Lot. Lot means a tract of land described as one of the lots on the subdivision plat of the property as recorded in the office of the County Clerk of Sublette County, Wyoming.

D. Member. Member means any person or other legal entity who belongs to the Association.

E. Owner. Owner means the record owner or contract purchaser of a lot, and does not include those having an interest in any lot as security for the performance of an obligation.

F. Developer. Developer means James Mark Noble, Carroll Annette Werebelow, Thomas Lars Noble and Zackary Michael Noble or their successors or assigns to whom developers transfer or convey their entire remaining ownership or undeveloped lots in the property.

245057

RECORDED January 27, 1994 8:50AM
IN BOOK 102 Misc. PAGE 417
FEES $ 22.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Saxton

III. NOBLE SUBDIVISION

A. Membership. Every purchaser or owner of a lot shall be a member of the Association. Membership in the Association shall be appurtenant to each lot, and shall not be subject to severance from the ownership of such lot. The Board of Directors of the Association shall be elected by the members of the Association.

B. Voting Rights. There shall be two classes of members of the Association, both of which shall have voting rights.

1. Class A members shall be the owners or contract purchasers of lots, other than the developer. Class A members hall be entitled to one vote for each lot they own or are purchasing. In the event that more than one person owns or is purchasing a lot, all such persons shall be members of the Association, but shall have only one vote collectively for each lot owned or being purchased. In no event shall more than one vote be case for any single lot.

2. The Class B member shall be the developer, who shall be entitled to one vote for each lot owned of record which is not the subject of a valid purchase contract.

C. Covenants for Maintenance Assessments.

1. The assessments levied by the Association shall be used exclusively for the health, safety, welfare and for improvement and maintenance of access roads. The Association shall conform to the non-profit limitations set for in the Association's Articles of Incorporation and By-Laws in the expenditure of any funds received by the Association.

2. The Board of Directors of the Association shall, after consideration of the current maintenance costs, fix the annual assessments for each lot at an amount sufficient to finance the succeeding years maintenance obligations. Maintenance obligations shall include grading and other maintenance of common roads, by the Board of Directors of the Association.

3. Both annual and special assessments shall be fixed at a uniform rate for all lots subject to assessment.

4. The following property subject to this declaration shall be exempt from annual and special assessments.

a) All lots owned by the developer which are unimproved.

b) All lots owned by an individual which are unimproved.

c) Any portion of the property which is dedicated to an accepted non-profit organization by a local public authority.

IV. CONSTRUCTION AND USE RESTRICTIONS

A. Land Use-Building Type. None of the property shall be used for other than residential use, except for Lot 1. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, its associated outbuildings including a garage. No lot shall be used or allowed to be used for any commercial or industrial use, except for Lot 1.

B. Completion of Construction of Improvement. The exterior construction of any structure shall be completed not later than the end of the calendar year following the commencement of construction. If construction progress is interrupted the construction site shall be cleaned up and maintained in a neat and orderly fashion.

(1) Condition and Repair. No structure shall be permitted to fall into disrepair and at all times all structures and vacant property shall be kept in good condition and in neat appearance. The construction of any structure must be performed diligently from the time of commencement until fully completed.

V. PROTECTIVE COVENANTS

A. Area of Application. The area covenants in their entirety shall apply to all lots.

B. Purpose. The purpose of these restrictions is to insure the use of the property within said subdivision for rural residential purposes, to prevent nuisances, to prevent the impairment of the property and the attractiveness thereof, and to secure unto each lot and tract owner the full benefit and enjoyment of his property, with no greater restriction on the free and undisturbed use of his property than necessary to insure the same advantages to other owners and to that end and purpose all uses must comply with the laws of the State of Wyoming and the rules and regulations of the Bard of County Commissioners of Sublette County, Wyoming, and the restrictions and limitations hereby created and imposed.

C. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plan showing the location of any structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location within the building envelopes with respect to topography and finish grade elevation.

(1) All buildings will be placed only within the building envelopes on the plat with approval by the Architectural Control Committee of the plot plan.

(2) Buildings of more than one story must have the approval of the Architectural Control Committee.

(3) Roof pitches greater than 6/12 must have the approval of the Architectural Control Committee. No galvanized metal roofs will be allowed.

(4) Satellite dish location and proper screening must have the approval of the Architectural Control Committee.

(5) All homes must have a minimum of 1,400 square feet of living space.

(6) Only new construction shall be permitted, building shall be western in character, design and architecture with log or wood siding and compliment the residential character of the neighborhood.

(7) No property fences are permitted, except for immediate yard enclosure. All fences for yard enclosures will be of log or pole, no buck fences are allowed. All fences must be approved prior to construction by the Architectural Control Committee.

The Architectural Control Committee is composed of three: James T. Noble, Margaret Noble, P.O. Box 67, Cora, Wyoming and J. Mark Noble, P.O. Box 11 Cora, Wyoming. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither of the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D. Dwelling Cost, Quality and Size. No portion of the subject property shall be developed unless included within an approved and recorded subdivision with development in accordance. No dwelling shall be less than 1400 square feet in area, exclusive of open porches and garage, with a two car garage of 400 square feet minimum. (Sewerage - individual septic tanks with leach lines - NO PRIVYS). The basic arrangement of streets and lot design shall be substantially those shown on the plan with modifications as required to comply with requirements of the Subdivision Ordinance. Waste water disposal will be in accordance with state and county regulations.

E. Building Location. All buildings and structures shall be located not less than the minimum distances set forth in the Sublette County Zoning and Development Regulations Resolution with the exception of the east property line of the subdivision where no buildings or structures shall be located closer than 40 feet. All buildings and structures shall be located within the building setbacks as shown on the plat. Cornices, canopies, eaves, or other similar architectural features not providing additional floor space within the building may extend into a required front, side or rear yard not to exceed three (3) feet. Open, unenclosed uncovered porches, platforms or landing places which do not extend above the level of the first floor of the building, may extend into any front, side or rear yard.

F. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This includes barking dogs.

G. Temporary Structures. No structure of a temporary character such as a trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanertly.

H. Trailers, Trailer Houses, House Trailers and Mobile Homes Prohibited. Trailers, trailer houses, house trailers and mobile homes are prohibited in the subdivision and upon any lot or tract in the subdivision and no trailer, trailer house, house trailer or mobile home shall be erected, constructed, placed or permitted to remain upon any lot or tract in the subdivision. No trailer houses of any kind in driveway or front or on streets for an extended time of over 30 days.

I. Unpainted Metal Siding and Roofing Prohibited. Unpainted metal siding and unpainted metal roofing upon any lot in the subdivision is prohibited and buildings with unpainted metal siding and buildings with unpainted metal roofs are prohibited upon any lot or tract in the subdivision nor shall any unpainted metal siding or roofing or surfacing be permitted to be attached to any building on any lot or tract in the subdivision at any time.

J. Underground Utilities Required. All utility and service lines, including electric transmission lines LP gas or natural gas lines are prohibited above or upon the ground surface and the same shall be buried below the ground surface. Exposed LP gas, oil or other fuel tanks shall be painted or finished to harmonize with buildings and surroundings.

K. Rubbish, Debris and Junk Prohibited. No rubbish, debris, ashes, trash, junk, old cars, wagons, wheels, tires and machinery shall be placed or permitted to accumulate upon any lot or tract in the subdivision and the accumulation thereof is prohibited. Any burning barrels shall be concealed.

L. No Livestock Permitted. No horses, goats, sheep, pigs, cattle, chickens, or other "livestock" are permitted. Dogs, cats and family pets are allowed. Dogs and children are absolutely not permitted in the stock driveway to west of said subdivision. Dogs bothering any livestock will absolutely not be tolerated.

M. Roads. All roads on the subdivision plat may be travelled and maintained in common by the lot and tract owners and persons by them so authorized, said rights to be the nature of easements for the benefit of and attached to each lot and tract.

N. Signs and Lights. Except with the written consent of the Committee as to dimensions or purpose, no signs or exterior lights of any character shall be placed or maintained on any lot except:

(A) A sign identifying the owner or occupant thereof, the dimensions of which shall not exceed three (3) square feet and which shall not be illuminated unless the same is affixed to the exterior of the main dwelling.

(B) Any light used to illuminate parking areas, grounds, or used for any other purpose shall be so arranged as to reflect the light away from any adjacent or nearby properties and away from the vision of passing motorists.

O. Vehicular Restrictions. No vehicle, trailer, mobile home or trailer home (as defined in paragraph H above), or any other means of conveyance, wheeled or otherwise and of what so ever kind or nature, including but not limited to water craft, whether for the carriage or transport of persons, animals or materials, and whether motor-powered or otherwise, shall be parked on the roads in the area at any time. No vehicle of a size larger than a now standard American manufactured motor car or pick-up truck, and no vehicle the primary use or design of which is for the transportation of passengers for hire, and no vehicles intended to be used primarily for sport, commerce or industry, such as trucks, campers, house trailers, buses, boats and boat trailers, snowmobiles and snowmobile trailers, tractors and trailers, shall be parked on the off-street parking areas hereinbefore required or any part of the front porcions, driveways or other ways of access in the area of any property or properties for a continuous period of more than forty-eight (48) hours, unless such vehicle or equipment is placed in a garage or except upon the prior written consent of the Committee. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive. but only illustrative.

Motorcycles are not to be permitted at any time, except as legitimate transportation confined to the roadways of the Noble Subdivision. Snowmobiling, when authorized by the Committee is to cease at 8:30 p.m., except for the entering and leaving of the subdivision.

P. Hunting and Firearms. There will be no discharging of firearms or hunting of any nature within the boundaries of the Noble Subdivision.

Q. Property Subdivision Strictures. Once sold by the Noble Subdivision, no lots shall be subdivided in any manner. Two or more contiguous properties, if owned by the same record owner, may be combined as one larger lot for the purpose of applying the covenants and restrictions herein contained, provided that such record owner makes such election in writing and the same is duly recorded in the office of the County Clerk in Sublette County, Wyoming.

VI. COMMERCIAL COVENANTS

All of the above protective covenants apply to Lot 1 together with the following:

A. Only natural colors shall be permitted and no exposed concrete above 8 inches.

B. Building shall be no smaller than 1400 square feet and no larger than 7000 square feet and have no more than two stories, unless approved by the Architectural Control Committee

C. Lighting shall be shielded.

D. Signage shall be limited to one 15 foot free-standing sign and one sign on the building whose total shall not exceed 80 square feet (no roof signs permitted).

E. Roof pitch shall be a minimum of 3:12.

F. Separate, individual buildings shall not be allowed.

G. All commercial buildings shall be attached. Living quarters shall be limited to one separate building for a single family residence.

H. No trailers, mobile homes, pre-built or pre-fabricated homes shall be allowed.

I. No campgrounds.

VII. ENFORCEMENT

These restrictions shall operate as covenants running with the land for the benefit of any and all persons who now own or who may hereafter own the lots and tracts in the above subdivision and such persons are specifically given and granted the right to enforce these restrictions through any proceeding in a court of jurisdiction against any person or persons violating or threatening

the[redacted] any violation hereof.

A. Costs. All costs and expenses of enforcement of the within covenants and restrictions shall be borne by and imposed upon the party or parties in violation of the within covenants and restrictions any court wherein violations hereof may be enforced shall determine the amount and assess the same against the party or parties in violation and judgement therefore shall be entered accordingly.

B. Invalidity. In the event that any restriction hereof, or any portion thereof, shall be held to be invalid or void by a court of law, such invalidity or voidness shall in no way effect any other covenant, condition or restriction of limitation hereof.

VII. PRE-COVENANT AMENDMENT

Any part of these covenants may be mended not more than once every six (6) years, starting January 1, 1993. A majority of three-fourths (3/4) of the lot owners of Noble Subdivision is needed to amend any part of these covenants. Each lot will consist of one vote.

IN WITNESS WHEREOF, we have hereunto set our hands this 19th day of January, 1994.

James Mark Noble

Carroll Annette Werebelow

Carroll Annette Werebelow

Thomas Lars Noble

Zackary Michael Noble

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by James Mark Noble, Thomas Lars Noble and Zackary Michael Noble, to me personally known, on this 19th day of January, 1994.

Notary Public

My Commission Expires:

County of Sublette State of Wyoming
My Commission Expires March 12, 1995

STATE OF WYOMING)
) ss.
COUNTY OF Park)

The foregoing instrument was acknowledged before me by Carroll Annette Werebelow, to me personally known, on this 24th day of January, 1994.

Mary K Allen
Notary Public

My Commission Expires: May 7, 1995
Mary K Allen

AFFIDAVIT

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

RECORDED January 27, 1994 9:30AM
IN BOOK 62 Misc. PAGE 426
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

WILMA NEWSON being first duly sworn upon oath, according to law, deposes and says:

1. That she is a resident of the Town of Pinedale, County of Sublette and State of Wyoming.

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 11 and 12 in Block 1 of the Original Townsite 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 Sublette County Clerk of Sublette County, Wyoming

3. That by warranty deed dated the 10th day of May, 1978, filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming on the 12th day of May, 1978 and recorded in Book 20 of the Deed Records of said office at page 133, the above described real estate and premises were conveyed by Karl G. Kerback and Betty Kerback, grantors of Sublette County, Wyoming unto Joe Newsom and Wilma Newsom, husband and wife, grantees of Sublette County, Wyoming.

4. That the grantees named in the aforesaid warranty deed, Joe Newsom and Wilma Newsom, were husband and wife at the time of said conveyance and the real estate so conveyed did vest in them, the said Joe Newsom and Wilma Newsom, husband and wife, as tenants by the entirety;

5. That the aforesaid Joe Newsom is deceased and that the said Joe Newsom died on the 31st day of December, 1993, in the Town of Pinedale, County of Sublette and State of Wyoming;

6. That all interest of the aforesaid Joe Newsom 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 Joe Newsom 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 Joe Newsom certified by the public authority wherein such original death certificate is a matter of record and that said Joe Nesom who is named in said death certificate is one and the same person as Joe Newsom named in the aforesaid warranty deed with this affiant.

8. That this affiant is one and the same person as Wilma Newsom, grantee with Joe Newsom in the aforementioned warranty deed.

Wilma J. Newsom

Wilma Newsom

Subscribed and sworn to before me by Wilma Newsom this 27 day of January, 1994.

Steven Mackey

Notary Public

My commission expires:

STEVEN MACKEY
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
June 22, 1996

DEPA[redacted]OF HEALTH

CERTIFICAT[redacted]OF DEATH

LOCAL FILE NUMBER 02893

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME FIRST	MIDDLE	LAST	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
JOE	IVAN	NEWSOM	MALE	DECEMBER 31, 1993

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.)
525-60-4773	67					DECEMBER 31, 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
PINEDALE MEDICAL CLINIC	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)
TEXAS	MARRIED	WILMA SCALF

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	BUTCHER	MEAT PROCESSING

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
WYOMING	SUBLETTE	PINEDALE	232 N. FRANKLIN

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	8	

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
CLAUDE	FRANKLIN	NEWSOM	NORMA	MAE	WALDRIP

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
WILMA NEWSOM	WIFE

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
BOX 321	PINEDALE	WYOMING	82941

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY NAME	20d. LOCATION CITY OR TOWN	STATE
BURIAL	JANUARY 4, 1994	PINEDALE CEMETERY	PINEDALE	WYOMING

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
▶ [signature]	N/A	HUDSON'S FUNERAL HOME	115	164 N. BRIDGER AVE

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] J. T. Johnston M.D.

22b. DATE SIGNED (Mo., Day, Yr.): JANUARY 3, 1994

22c. HOUR OF DEATH: 8:20A M

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

To be Completed by CORONER Only

23a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) ▶ [signature] CORONER

23b. DATE SIGNED (Mo., Day, Yr.): JANUARY 2, 1994

23c. HOUR OF DEATH: M

23d. PRONOUNCED DEAD (Mo., Day, Yr.): DECEMBER, 31, 1993

23e. PRONOUNCED DEAD (Hour): M

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

J. T. JOHNSTON M.D. PINEDALE, WYOMING

25a. REGISTRAR (Signature) ▶ [signature]

25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): JANUARY 3, 1994

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. Resp Hypoxia.	
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): Pneumonia.	
	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. COPD

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

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

30e. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)

30f. LOCATION (Street and Number or Rural Route Number, City or Town, State)

JAN 12 1994

VR 2-89
2/91 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 January 12, 1994

[signature]
Deputy State Registrar

429

245089

January 27, 1994 11:40AM
62 misc. PAGE 429
10.00 COUNTY CLERK
LINCOLN COUNTY WYOMING
By Cathy Sexton

No. 5503
RE-W4-90

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 and 00/100 dollars ($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 Lot 2:N½SW¼:W½NW¼:NE¼NW¼ of Section 36, T.29N., R.114W., of the 6th P.M., Sublette County, Wyoming, lying between parallel right of way lines 50 feet apart, being 25 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 south boundary of said Section 36 and end on the north boundary of said Section 36:

Beginning at a point on the south boundary of said Section 36 from which the southwest corner of said Section 36 bears N.89°23'00"W. along the south boundary of said Section 36 a distance of 1,799.26 feet;

thence N.07°32'39"W., 623.35 feet to Station 9+97.86; thence N.10°21'16"W., 608.20 feet to Station 16+06.06; thence N.14°05'55"W., 673.99 feet to Station 22+80.04; thence N.21°09'49"W., 187.16 feet to Station 24+67.20; thence N.25°22'28"W., 325.13 feet to Station 27+92.33; thence N.22°35'53"W., 259.76 feet to Station 30+52.09; thence N.17°11'43"W., 423.06 feet to Station 34+75.15; thence N.09°47'49"W., 314.56 feet to Station 37+89.72; thence N.03°12'03"E., 276.54 feet to Station 40+66.26; thence N.11°08'45"E., 215.95 feet to Station P.C. 42+82.21; thence along a curve to the right with a central angle of 21°50'25"; said curve having a 130.00 foot tangent and an arc distance of 272.65 feet to Station P.T. 45+54.86; thence N.32°59'10"E.,1,531.09 feet, more or less, to Station 60+85.95 to a point on the north boundary of said Section 36 from which the northwest corner of said Section 36 bears N.90°00'00"W., along the north boundary of said Section 36 a distance of 1,944.52 feet.

The above described parcel of land contains 6.55 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 July 1989.

United States of America

The above described tract being more specifically shown upon a map in the State Land Office, filed with and made a part of an application for right of way.

TO HAVE AND TO HOLD for continuous use said easement over the above described land for the use and benefit to locate, construct, control, maintain, improve, relocate, and repair a road within the designated right of way.

PROVIDED, That the easement granted hereby shall never be used so as to interfere with or impair the full development of the land embraced therein for its minerals or coal, or interfere with or impair the full or complete extraction therefrom by the State of Wyoming or its legal grantees or lessees of all minerals or coal contained in said land, including oil and gas.

PROVIDED FURTHER, That the easement granted hereby shall not be used to the detriment or injury of the grazing or agricultural lessees or purchasers of said land from the State of Wyoming, or their livestock or property, or so as to interfere with their use and enjoyment of the surface embraced in the easement for grazing purposes or the cultivation of crops.

PROVIDED FURTHER, That upon the abandonment or discontinuance of the use of said tract of land for said purpose for which granted, the rights of said grantee to the use of said land and easement shall terminate and cease, and all rights and interest vested in said grantee by this grant of easement shall revert to the State of Wyoming, its successors and assigns, the same as if this grant had never been made. Should land be abandoned by grantee, said land will be returned to a condition satisfactory to the landowner.

IN TESTIMONY WHEREOF, The Board of Land Commissioners has caused this instrument to be signed by its President and countersigned by its Secretary, and its seal to be hereunto affixed the 3rd day of December, A.D. 1993.

Mike Sullivan, Governor,
President Board of Land Commissioners

Countersigned:

Howard M. Schrinar, Director
State Land and Farm Loan Office

(SEAL)

Examined CE ad

Section Tie
S 90°00'00" E
1944.52'

N 32°59'11" E
52.69'

26 | 25 | 25 | 30
35 | 36 | 36 | 31

61+38.63
60+85.95
N 32°59'10" E
1531.09'
25.0'
25.0'
CENTERLINE
PT 45+54.86
PC 42+82.21
40+66.26
37+89.72
34+75.15
30+52.09
27+92.33
24+67.20
22+80.04
16+06.06
9+97.86
3+74.51
3+25.60

① N 11°08'45" E 215.95'
N 03°12'03" E 276.54'
N 09°47'49" W 314.56'
N 17°11'43" W 423.06'
N 22°35'53" W 259.76'
N 25°22'28" W 325.13'
N 21°09'49" W 187.16'
N 14°05'55" W 673.99'
N 10°21'16" W 608.20'
N 07°32'39" W 623.35'
N 07°32'39" W 48.91'
N 25°25'19" W 325.60'

LOT 1 | LOT 2 | LOT 3 | LOT 4

35 | 36 | 36 | 31
3 | 2

S 89°23'00" E
1799.26'
Section Tie

T. 29 N., R. 114 W., 6TH P.M.
SEC. 36

CURVE	DEGREE	LENGTH	TANGENT	DELTA
1	8°01'04"	272.65'	130.00'	21°50'25"

EXHIBIT "A"
RE-W4-90

MAP
to accompany application
for

TRAIL RIDGE ROAD

Applicant

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Cheyenne, Wyoming

SCALE 1" = 800'
6.55 ACRES, MORE OR LESS

CERTIFICATE OF SURVEYOR
STATE OF WYOMING
COUNTY OF SUBLETTE

I, DONALD M. SCHRAMM OF ROCK SPRINGS, WYOMING HEREBY CERTIFY THAT THIS MAP WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY BRADY BALDWIN IN JULY 1989 AND THAT SUCH SURVEY IS ACCURATELY REPRESENTED ON THIS MAP

Donald M Schramm 6-4-93
SURVEYOR | DATE

WYOMING L.S. 575

431

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

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

SHERRY DIANE HUBBARD,

Plaintiff,

vs.

RANDY DEAN HUBBARD,

Defendant.

CIVIL ACTION NO. 5516

FILED

JAN 27 1994

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING
BY

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, as evidenced by the Acceptance Of Service as filed herein, but not having filed an Answer or other responsive pleading herein, the Defendant having failed to timely answer and his default having been entered, the Plaintiff having appeared in person and through his 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 January 13, 1990, and are presently man and wife.

3. That no children were born of this marriage.

4. That the parties have entered into a Separation Agreement which provides for an equitable division of the parties' real and personal property.

5. That irreconcilable differences have arisen in the marital relationship of the parties and the Plaintiff is entitled to a divorce.

6. That the Plaintiff should be granted her prior maiden name of Zarlingo.

WHEREFORE, IT IS HEREBY ADJUDGED, ORDERED AND DECREED:

215092

RECORDED January 28, 1994 3:40pM
IN BOOK 62 Misc. PAGE 432
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

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 property as indicated in the Separation Agreement filed herein and Plaintiff be and hereby is awarded the real property as indicated in the Separation Agreement filed herein as her sole and separate property, to-wit:

> Lot Twelve (12), Block Three (3) of the Redstone First Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appears on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining.

3. That Plaintiff be and hereby is further awarded as her sole and separate property the following vehicle: 1991 Ford Escort, VIN #3FAPP15J6MR127879.

4. That the Separation Agreement entered into by the parties and filed herein is hereby incorporated into this Decree by reference and merged herein as if set forth in full. The parties are hereby ordered to abide by and comply with in full, the terms of said Separation Agreement.

5. That the Plaintiff be and hereby is awarded her prior maiden name of Zarlingo.

DATED this 27 day of January, 1994.

ELIZABETH A. KAIL
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 IS A FULL, TRUE AND COMPLETE COPY.

245095
245095

RECORDED January 31, 1994 8:45 AM
IN BOOK 62 Misc. PAGE 434
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

A F F I D A V I T O F S U R V I V O R S H I P

Carolyn O. Howard, also known as Carolynn K. Howard, of lawful age, being first duly sworn according to law upon her oath, deposes and says:

1. That she is the daughter of Samuel G. Doan, also known as Samuel George Doan and Sam Doan, who died on the 5th day of December, 1993, but whose body was not found until December 10, 1993, and that he died in the Holliday Motel, in Salt Lake City, Utah.

2. That Samuel G. Doan, also known as Samuel George Doan and Sam Doan, a Single Man, Conveyed and Warranted to Sam Doan and Carolyn O. Howard, as Joint Tenants with Right of Survivorship and Not as Tenants in Common, the following described real estate, situate in the County of Sublette, State of Wyoming, to-wit:

Lots One (1) and Two (2), Block One (1), Nelson Addition to the Town of Pinedale, Sublette County, Wyoming, as said Lots and Block are laid down and described on the duly recorded Plat of said Addition on file and of record in the Office of the County Clerk and Ex-Officio Register of Deeds within and for the County of Sublette, State of Wyoming, together with all improvements situate thereon and appertaining thereto; subject, however, to prior exceptions, conditions and reservations of record, which said Warranty Deed was filed for record in the Office of the County clerk and Ex-Officio Register of Deeds within and for the County of Sublette, State of Wyoming on December 30, 1987, in Book 28, Page 27, and

Lots Five (5) and Six (6), Block One (1), Nelson addition to the Town of Pinedale, Sublette County, Wyoming, as said Lots and Block are laid down and described on the duly recorded Plat of said Addition on file and of record in the Office of the County Clerk and Ex-Officio Register of Deeds within and for the County of Sublette, state of Wyoming, together with all improvements situate thereon and appertaining thereto; subject, however, to prior exceptions, conditions and reservations of record, which said warranty deed was filed for record in the Office of the County Clerk and Ex-Officio Register of Deeds within and for the County of Sublette, State of Wyoming on December 17, 1987.

3. That all the above-described real property was conveyed by Samuel G. Doan, also known as Samuel George Doan and sam Doan, to himself, Sam Doan, and Carolyn O. Howard, Grantees, as Joint Tenants and Not as Tenants in Common, and that said real property, by virtue of the death of said Samuel G. Doan, also known as Samuel George Doan and Sam Doan, until the death of said Sam Doan on December 5, 1993, vested solely in her name and Carolyn O. Howard, also known as Carolynn K. Howard, as the surviving Joint Tenant, became the sole owner in fee simple of said real property heretofore described.

4. That the Certificate of Death of said Samuel George Doan, also known as Samuel G. Doan and Sam Doan, is annexed hereto and by this reference made a part of this Affidavit, and is a copy of the official Death certificate of the decedent, Samuel G. Doan, also known as Samuel George Doan and Sam Doan, certified to by the Director of Health of Salt Lake County, Utah, in which such original Death Certificate is a matter of record.

5. That this Affidavit of Survivorship is made in accordance with the provisions of Chapter 6, Sec. 34-97, 98 & 99, Wyoming Statutes of 1977 and Amendments thereto, and related Statutes.

Dated this 19th day of January, 1994.

Carolyn O. Howard
Carolyn O. Howard, Affiant.

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

The foregoing Affidavit of Survivorship was signed, executed and acknowledged before me by Carolyn O. Howard, also known as Carolynn K. Howard, as Affiant therein, on this 19th day of January, 1994.

WITNESS my hand and official seal.

My Commission expires Oct. 28, 1994.

Raymond F. Kerns
Notary Public.

SALT LAKE CITY – COUNTY HEALTH DEPARTMENT

DIVISION OF VITAL STATISTICS

STATE OF UTAH - DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

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

LOCAL FILE NUMBER 18-4689

STATE FILE NUMBER

DECEDENT

1. NAME OF DECEDENT FIRST: Samuel | MIDDLE: George | LAST: Doan
2. SEX: Male
3a. DATE OF DEATH (Mo. Day. Yr.): Found Dec 10, 1993
3b. TIME OF DEATH (24 hr. clock): Found 09:25
4. DATE OF BIRTH (Mo. Day. Yr.): Oct 11, 1910
5. AGE (Last Birthday): 83 Yrs
If UNDER 1 YEAR: Months | Days
If UNDER 24 HOURS: Hours | Minutes
6. BIRTHPLACE (City & State or Foreign Country): Rock Springs, Wyoming
7. SOCIAL SECURITY NUMBER: 520-34-7650

8a. PLACE OF DEATH (Check only one)
HOSPITAL: ☐ Inpatient ☐ ER/Outpatient ☐ DOA
OTHER: Other — ☐ Nursing Home ☐ Residence ☐ Other
8b. NAME OF HOSPITAL, NURSING HOME OR OTHER FACILITY (If outside a facility, give street address of location): 3035 South State Room24
8c. CITY, TOWN OR LOCATION OF DEATH: South Salt Lake
8d. COUNTY OF DEATH: Salt Lake
9. SURVIVING SPOUSE (If wife, give maiden name): N/A
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): Owner & Operator
12b. KIND OF BUSINESS OR INDUSTRY: Hide & Fur Scap Metal
13a. RESIDENCE - STREET AND NUMBER: 97 Railroad Ave.
13b. CITY, TOWN, OR COMMUNITY: Rock Springs
13c. COUNTY: Sweetwater
13d. STATE: Wyoming
13e. INSIDE CITY LIMITS? ☒ Yes ☐ No
13f. ZIP CODE: 82901
14. WAS DECEDENT OF HISPANIC ORIGIN? ☐ Yes ☒ No (If yes, specify) ☐ Mexican ☐ Cuban ☐ Puerto Rican ☐ Other (Specify)
15. RACE - Black, White, Am. Indian (Tribe may be entered), Japanese, etc. (Specify): White
16. EDUCATION (Specify only highest grade completed) Elementary or Secondary (0-12); College (13-16 or 17+): -10-

PARENTS

17. FATHER'S NAME (First, Middle, Last): George Elias Doan
18. MAIDEN NAME OF MOTHER (First, Middle, Last): Izzi Abraham

INFORMANT

19. NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT: Ms. Sammie C. Doan (Daughter) 613 Rugby Street Rock Springs, Wyoming 82901

DISPOSITION

20. METHOD OF DISPOSITION: ☐ Entombment ☐ Donation ☐ Other ☐ Burial ☐ Cremation ☒ Removal
21a. DATE OF DISPOSITION: Dec. 12, 1993
21b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): Rest Haven Memorial Gardens
21c. LOCATION - City or Town, State: Rock Springs, Wyoming
22. SIGNATURE OF FUNERAL SERVICE LICENSEE: [signature]
23. LICENSEE NUMBER: 00540-0801-7
24. FUNERAL HOME (Name, address and license number): Neil O'Donnell & Sons Mortuary #58, 372 East 100 South, Salt Lake City, Utah 84111

CERTIFIER

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: 1931405 (HOUR / MO / DAY / YEAR)
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: [signature]
27c. LICENSE NUMBER: 8507
27d. DATE SIGNED (Mo. Day. Yr.): 12/10/93
28. NAME AND ADDRESS OF PERSON WHO CERTIFIED THE CAUSE OF DEATH (ITEM 31) (Type print): Todd C. Grey, M.D., Med. Exam., 48 N. Medical Dr., Salt Lake City, Utah 84113

REGISTRAR

29. REGISTRAR'S SIGNATURE: [signature]
30. DATE FILED (Month, Day, Year): Dec. 11, 1993 / Dec. 13, 1993

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.	CARBON MONOXIDE INTOXICATION	
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: ———

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 — Did NOT Contribute — ☐ NON-USER
33a. WAS AN AUTOPSY PERFORMED? Yes ☐ Yes ☐ No
33b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? Yes ☐ Yes ☐ No
34. MANNER OF DEATH: ☐ Natural ☐ Accident — Accident — ☐ Suicide ☐ Homicide ☐ Undetermined if Injured Purposely or Accidentally ☐ Pending Investigation
35a. DATE OF INJURY (Month, Day, Year): Unknown
35b. TIME OF INJURY (24 Hour Clock): Unknown
35c. INJURY AT WORK? No ☐ Yes ☐ No
35d. PLACE OF INJURY - At home, farm, street, factory, office, building, etc. (Specify): Holiday Motel
35e. LOCATION (Street or rural route number, city or town, county and state): 3035 South State Room 24, South Salt Lake, Salt Lake, UT
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 [illegible] (ITEM 31): Breathed carbon monoxide in enclosed room due to faulty heater

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 DEC 23 1993

[redacted]

[signature], Acting Director
Director of Health

Mary Lee J MacKay
[redacted] DEPUTY REGISTRAR

SALT LAKE COUNTY UTAH

245103

RECORDED January 31, 1994 AT 10:00 A.M.
IN BOOK 62 Misc PAGE 436
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

ACCOUNT #256773
LOCATION #55924
WORK ORDER #29423 & 29424

CONTRACT FOR PURCHASE OF POWER

AGREEMENT made this 12th day of October, 1993, between Lower Valley Power & Light, Inc., a Wyoming Corporation, of Afton & Jackson; (Lincoln County and Teton County, Wyoming) hereinafter called the "Seller", and **JACKSON HOLE IDITAROD SLED DOG TOURS, INC., a Wyoming Corporation** 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 the Seller all of the electric power and energy which the Consumer-Member may need on the premises described below:

BEING a part of **that part of the amended Granit Placer Claim Survey #553 in unsurveyed Section 4, T38N, R114W, Sublette County, Wyoming.**

THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY:

1. SERVICE CHARACTERISTICS:
   a. Service shall be alternating current, three-phase, sixty cycles, 120/208 volts.
   b. The electric system is to be installed in accordance with Seller's Rules and Regulations.
2. SERVICE REQUIREMENTS:
   a. 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 T.V., and Consumer-Member's property, and shall be responsible for all damages resulting from failure to notify the Seller. Wyo. Stat. SS37-12-301 through 303 (July 1990), Damage to Underground Public Utility Facilities.
   b. The "Consumer-Member" shall furnish a 42" deep trench for the "Seller"; and bedding materials at the "Sellers" request; at no cost to the "Seller".
   c. Assumption of Risk & Indemnification: Consumer-Member shall assume all risk and indemnify and hold Seller harmless concerning any accident, injury or damage of any kind from any cause whatsoever, including the attorneys fees and costs of Seller in defending any legal action or claim, related in any way to the trench or trenching activities of Consumer-Member.
   d. The Consumer-Member shall be responsible and liable for obtaining all applicable Federal, State, and Local permits necessary for the above mentioned trenching activities.
   e. The Consumer-Member shall furnish such easements as may be required by the Seller at no cost to the Seller.
3. PAYMENT:
   a. Consumer-Member shall pay the Seller for service at the rates and upon the terms and conditions set forth in Schedule **C-1** or subsequent revision, as approved by the Wyoming Public Service Commission. The total billing to the Consumer-Member for each annual 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 **$9,215.86** 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 of 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.

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

5. 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) day notice in writing.

6. 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 & LIGHT, INC.
SELLER

Marianne G. Adams
LVP&L Representative

CONSUMER-MEMBER

Total Cost for Materials & Labor	$11,215.86
Total	$11,215.86
	-$ 2,000.00
Cash Payment	$ 9,215.86

***CONSUMER TO PROVIDE ALL EXCAVATION**
***CONSUMER AGREES TO COMPLY WITH THE SITE SPECIFIC MITIGATION (SEE ATTACHED EXHIBIT A)**
LINE EXTENSION WILL NOT BE ENERGIZED UNTIL SITE SPECIFIC MITIGATION REQUIREMENTS ARE MET IN FULL.

ANNUAL MINIMUM $2,000.00 x 16% = $320.00 PER METER PER YEAR FOR FIVE YEARS

STATE OF Wyoming }
COUNTY OF Teton }

The foregoing instrument was acknowledged before me by Michael D. Fix

as their free act and deed this 12th day of October, 1993.

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

Bruce T. Woodmansee

My Commission Expires: 7-28-96

Return to : Lower Valley Power & Light, Inc.
PO 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

EXHIBIT A
ATTACHMENT TO CONTRACT FOR PURCHASE OF POWER-LOWER VALLEY POWER & LIGHT, INC.
WO#

SITE SPECIFIC MITIGATION
for
THE BURIAL
of
A UTILITY CABLE

The following site specific mitigation applies to this project:

1. Any area to be disturbed will be flagged and staked prior to approval of the project.

2. The Jackson Ranger District will be notified prior to the start of the operation and on the completion of the project.

3. All disturbed soil will be put back to natural contour, plus 4 inches for settlement.

4. All disturbed areas will be revegetated with a total of 50 pounds of grass seed (25% smooth broome, 25% Western Wheat, 25% Timothy, 15% Yellow Blossom Sweet Clover, 10% Annual Rye). Hay is to be used for mulch spread evenly with a 2 inch loft over all disturbed soil areas. Fertilizer will be used at the rate of 100 pounds per acre of 25-5-5.

5. Litter pickup will be accomplished at the end of each day at all active working sites.

6. The permittee is responsible for compliance with rules and regulations contained in the Bridger-Teton National Forest Travel Plan Map unless otherwise authorize .

7. Any fires occurring as a result of permittee activities on the Bridger-Teton National Forest administered lands will be reported to the Bridger-Teton National Forest Fire Dispatch office at (307) 739-5580, or any other fires they come upon.

Wildlife Site Specific Mitigation

None

Fiber Optical Line
Snake River Canyon
Lower Valley Power & Light Inc.
June 12, 1992

ACCOUNT #172243-44411
WORK ORDER #29572
SEC.4,T37N,R113W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That **WE,** the undersigned **BILLY J. WYLIE & NELDA WYLIE, 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 & 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, 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 **NW 1/4 SE 1/4 of Section 4, T37N, R113W, Sublette County, Wyoming.**

BEGINNING at a point being **the SE 1/16 of said Section 4; thence easement begins and bears S 32 degrees E, 16 feet; thence N 35 degrees W, 1172 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 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 30th day of November, 1993.

Billy J. Wylie

Nelda Wylie

STATE OF }

COUNTY OF }

The foregoing instrument was acknowledged before me by

Billy J Wylie & Nelda Wylie

as their free act and deed this 3 day of December, 1993.

Betty Crumpler
Notary Public

My commission expires: 11-18-97

245104

RECORDED January 31, 1994 10:00AM
IN BOOK 42 Misc. PAGE 439
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

[redacted] [redacted] By [redacted]

ACCOUNT #256773-55924
WORK ORDER #29423 & 29424
SEC.4,T38N,R114W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That **WE,** the undersigned **JACKSON HOLE IDITAROD SLED DOG TOURS, INC, a Wyoming Corporation,** for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto Lower Valley Power & 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, 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 **that part of the amended Granite Placer Claim Survey #553 in unsurveyed Section 4, T38N, R114W, Sublette County, Wyoming.**

BEGINNING at a point being **corner #16 of said survey; thence N 89 degrees 39 minutes W, 160 feet; thence easement begins and bears S 59 degrees E, 162 feet.**

RIGHT-OF-WAY Width **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 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 12th day of October, 1993.

STATE OF Wyoming }
COUNTY OF Lincoln }

The foregoing instrument was acknowledged before me by

Michael D. Fox

as their free act and deed this 12th day of October, 1993.

Janice T. Dorsmeier
Notary Public

My commission expires:

1-28-96

245105

RECORDED January 31, 1994 10:00AM
IN BOOK 62 Misc PAGE 440
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

440

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 1st day of February, 1994, by and between **DOROTHY I. HECOX**, a single woman, as Sellers, to **JOHN D. FANDEK** and **LUCILLE M. FANDEK,** husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, as Buyers. The Seller did agree to sell and the Buyers did agree to purchase a certain tract of real property located in Sublette County, Wyoming, described as follows:

All lands lying and being situate East of the East right-of-way line of Wyoming State Highway No. 352, as described in that certain document recorded on page 602 of Book 18 of Deeds, in the office of the Sublette County Clerk, in Section 24: S½NE¼, N½N½SE¼, Township 37 North, Range 110 West of the 6th P.M., Sublette County, Wyoming;
EXCEPTING THEREFROM Lots One (1) and Two (2) of the Aspen Grove Subdivision, Sublette County, Wyoming as set out on the Plat recorded January 20, 1987 in Book 50 of Misc., Page 596; and,
EXCEPTING THEREFROM a parcel of land described as follows:
Beginning at the Northeast corner of the SE¼NE¼ of Section 24, Township 37 North, Range 110 West of the 6th P.M., Sublette County, Wyoming;
thence due West 210 feet;
thence due South 210 feet;
thence due East 210 feet;
thence due North 210 feet to the point of beginning, being one (1) acre of land, 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 UNTO GRANTOR all minerals and mineral rights appurtenant to or underlying said real property.

Buyers' address for tax purposes is P.O. Box 12, Cora, WY 82925.

There are many other covenants in the original Contract For Sale. Each party has a copy of said Contract.

DATED this 1st day of February, 1994.

Seller:

Dorothy I. Hecox
DOROTHY I. HECOX

DATED this 1st day of February, 1994.

Buyers:

John D. Fandek
JOHN D. FANDEK

245147

RECORDED Feb. 1, 1994 3:50 PM
IN BOOK 62 Misc. PAGE 441
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, [redacted]YOMING

Lucille M. Fandek
LUCILLE M. FANDEK

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum Of Agreement** was acknowledged before me by DOROTHY I. HECOX, this 1st day of February, 1994.

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:

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum Of Agreement** was acknowledged before me by JOHN D. FANDEK and LUCILLE M. FANDEK, this 1st day of February, 1994.

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:

443

245165

E13 WY IND-6/90

PN 46424644
100593
Page 1 of 2

RECORDED Feb. 3, 1994 4:15 PM
IN BOOK 102 Misc. PAGE 443
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

EASEMENT

1. _____ ~~and~~ Alice Schaffer _____, ~~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 4 poles and 4 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 1028 feet north and 755 feet east, more or less, from Corner No. 4, Tract No. 49, T.28 N., R.113 W.,6th P.M., thence S.2°05'W. 1027.5 feet, more or less, to a south boundary line of said land and being in said Tract No. 49.

APPROVED AS TO DESCRIPTION RMO

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

Beginning in the above described survey line on the Grantor's land at a point 1028 feet north and 755 feet east, more or less, from Corner No. 4,

Tract No. 49, T.28 N., R.113 W., 6th P.M., thence N.2°05'E. 40 feet, more or less, on said land and being in said Tract No. 49.

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 2' of the Grantor _____, this 20 day of DECEMBER, 1997.

X Alice Schaffer
520-12-3599

STATE OF ~~WASHINGTON~~ WYOMING)
:ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by ALICE SCHAFFER ~~and~~ _____, ~~husband and wife~~, this 20 day of DECEMBER, 1997.

WITNESS my hand and official seal.

My Commission expires: _____
Notary Public

KEN McCARTHEY - NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
MY COMMISSION EXPIRES APR. 28, 1995

Residing at _____

Description Approved RHO

Form & Execution Approved _____ File No.

WTL\WPWIN\EASE\46424644.1

445

245191

RECORDED February 7, 1994 11:45 AM
IN BOOK 102 Misc. PAGE 445
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

AFFIDAVIT AFFECTING TITLE

I, Susie Hawkes, President of Land Title Company, a Wyoming Corporation, being duly sworn on oath depose and state as follows:

1. That my name is Susie Hawkes.

2. That the following described real property was conveyed to Land Title Company as Escrow Agent from Mary E. Richardson Trust, Jackson State Bank, Trustee, by Norwest Bank Casper, N.A., Agent for Jackson State Bank in Trustee's Warranty Deed recorded in Book 27 Deeds, Page 157.

3. That the following described property was conveyed to Bruce C. Gooch and Mary Ann Gooch, husband and wife, as tenants by the entireties by Land Title Company, as Escrow Agent in Special Warranty Deed recorded in Book 27 Deeds, Page 162.

4. That a clerical error was made in the aforementioned deeds in that the direction of the boundary was incorrectly cited as:

   SEE ATTACHED EXHIBIT "A"

5. That the correct Warranty Deed description should read:

   SEE ATTACHED EXHIBIT "B"

6. That this affidavit is made in conformance with Wyoming Statute 34-11-101.

Further your Affiants sayeth naught.

WITNESS our hands this 2nd day of February, 1994.

Susie Hawkes
SUSIE HAWKES, PRESIDENT
LAND TITLE COMPANY

STATE OF WYOMING)
)ss.
County of Teton)

On the 2nd day of February, 1994 personally appeared before me SUSIE HAWKES who, being by me duly sworn, did say that she is the President respectively of Land Title Company and that the said instrument was signed in behalf of said corporation by authority of Board of Directors and the aforesaid officer acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

Heather M. Wilde
Notary Public
My Commission expires: Feb. 26, 1994

PFT

mes
BC.D.

EXHIBIT A

LEGAL DESCRIPTION

The following property in Section 33, Township 34 North, Range 109 West, 6th. Principal Meridian, Sublette County Wyoming;

The E/2 NW/4 excepting the the two tracts described as follows: Exception 1. The south 10 rods of said E/2 NW/4. (Nominal 5.0 acres).

Exception 2. That portion of the tract described by metes and bounds on the instrument recorded on page 592 of Book 5 of Quitclaim Deeds in the office of the County Clerk, Sublette County, Wyoming, which is located in the E/2 NW/4 of said Section 33; said portion being described as follows; Beginning at the northwest corner of said E/2 NW/4, thence S.89°58'47"W. (Record east) along the north line of the E/2 NW/4 369 feet more or less, thence S.03°25'13"W. (Record S.03°24') 210 feet more or less, thence S.86°54'03"W. (Record S.86°54'W.) 354 feet, more or less, to a point on the west line of the E/2 NW/4, thence northerly along the west line of the E/2 NW/4 229 feet more or less to the point of beginning. (this exception contains 1.9 acres, more or less)

and the following;

N/2 NW/4 NE/4, SW/4 NW/4 NE/4, W/2 SE/4 NW/4 NE/4, NW/4 SW/4 NE/4, SW/4 SW/4 NE/4, excepting the south 10 rods of the SW/4 SW/4 NE/4 and a tract of land located in the NW/4 NE/4 SW/4 NE/4, described as follows; Beginning at the northwest corner of the NW/4 NE/4 SW/4 NE/4, thnce from said point of beginning, N.89°38'24"E., 157.62 feet, thence south 183.83 feet to a point on the thread of the channel of Pine Creek, thence S.65°38'35"W., along the thread of the channel of Pine Creek 168.46 feet to a point on the west line of the NW/4 NE/4 SW/4 NE/4, thence N.00°56'37"W., along the west line of the NW/4 NE/4 SW/4 NE/4 252.35 feet to the point of beginning. (this tract contains 0.8 acres).

The total above described tracts contain 126.4 acres.

RIO VERDE ENGINEERING
J.O. 1387
DECEMBER 30, 1986

EXHIBIT B

LEGAL DESCRIPTION

RICHARDSON TRUST TO GOOCH

The following property in Section 33, Township 34 West, Range 109 West, 6th. Principal Meridian, Sublette County Wyoming;

The E/2 NW/4 excepting the the two tracts described as follows:
Exception 1. The south 10 rods of said E/2 NW/4. (Nominal 5.0 acres).

Exception 2. That portion of the tract described by metes and bounds on the instrument recorded on page 592 of Book 5 of Quitclaim Deeds in the office of the County Clerk, Sublette County, Wyoming, which is located in the E/2 NW/4 of said Section 33; said portion being described as follows; Beginning at the northwest corner of said E/2 NW/4, thence S.89°58'47"E. (Record east) along the north line of the E/2 NW/4 369 feet more or less, thence S.03°25'13"W. (Record S.03°24') 210 feet more or less, thence S.86°54'03"W. (Record S.86°54'W.) 354 feet, more or less, to a point on the west line of the E/2 NW/4, thence northerly along the west line of the E/2 NW/4 229 feet more or less to the point of beginning. (this exception contains 1.9 acres, more or less)

and the following;

N/2 NW/4 NE/4, SW/4 NW/4 NE/4, W/2 SE/4 NW/4 NE/4, NW/4 SW/4 NE/4, SW/4 SW/4 NE/4, excepting the south 10 rods of the SW/4 SW/4 NE/4 and a tract of land located in the NW/4 NE/4 SW/4 NE/4, described as follows; Beginning at the northwest corner of the NW/4 NE/4 SW/4 NE/4, thence from said point of beginning, N.89°38'25"E., 157.62 feet, thence south 183.83 feet to a point on the thread of the channel of Pine Creek, thence S.65°38'35"W., along the thread of the channel of Pine Creek 168.46 feet to a point on the west line of the NW/4 NE/4 SW/4 NE/4, thence N.00°56'37"W., along the west line of the NW/4 NE/4 SW/4 NE/4 252.35 feet to the point of beginning. (this tract contains 0.8 acres).

The total above described tracts contain 126.4 acres.

RIO VERDE ENGINEERING
J.O. 1387
DECEMBER 30, 1986

[redacted] : ss.
County of Sweetwater)

A F F I D A V I T

EMMA E. WILLIAMSON, of lawful age, being first duly sworn upon her oath according to law, deposes and says:

1. That Arthur Daniel Williamson, also known as A. D. Williamson, died testate at Rock Springs, Sweetwater County, Wyoming, on December 22, 1993.

2. That Arthur Daniel Williamson and Emma E. Williamson were married to each other on May 3, 1936, at Russellville, Arkansas.

3. That on the 25th day of September, 1990, A. D. Williamson and Emma E. Williamson, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, purchased the following described real property from Athleen B. Godfrey, f/k/a Athleen B. Godfrey Coyner, a single woman:

> That part of Lot One (1), Section 4, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, described as follows:
>
> Beginning at a point 30 feet south of the Southeast corner of Block Four (4) of the Original Townsite of Pinedale, Wyoming, and running thence South 250 feet to a point; thence West 150 feet to a point which is the point of beginning of the tract herein described; thence South 150 feet; thence East 50 feet; thence North 150 feet; thence West 50 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.

4. That Athleen B. Godfrey, f/k/a Athleen B. Godfrey Coyner, a single woman, duly and regularly executed and delivered a Warranty Deed dated September 25, 1990, in favor of A. D. Williamson and Emma E. Williamson, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, Grantees, which Warranty Deed was filed for record in the office of the County Clerk within and for Sublette County, Wyoming, on the 28th day of September 1990, in Book 30 of Deeds, Page 162,

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 A. D. Williamson and Emma Williamson, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, which created an estate by the

245193

RECORDED Feb. 7, 1994 12:05 PM
IN BOOK 62 Misc PAGE 148
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

entireties, and they owned and held the title to said real property as such husband and wife continuously from said September 25, 1990, until the death of Arthur Daniel Williamson, also known as A. D. Williamson, on December 22, 1993.

6. That Emma E. Williamson survived Arthur Daniel Williamson, and by virtue thereof, said estate by the entireties vested in her upon the death of said Arthur Daniel Williamson, 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 2-9-102, 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 t' official death certificate of the decedent, Arthur Daniel Williamson, also known as A. D. Williamson, certified to by the public authority in which such original death certificate is made of record.

Dated this 31ST day of JANUARY, 1994.

Emma E Williamson
EMMA E. WILLIAMSON

Subscribed and sworn to before me this 31ST day of JANUARY, 1994.

My commission expires:

3-5-94

Notary Public

[redacted] 0
LOCAL FILE NUMBER

DEPART[redacted] HEALTH
CERTIFI[redacted]F DEATH

[redacted]
STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME FIRST	MIDDLE	LAST	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
ARTHUR	DANIEL	WILLIAMSON	Male	December 22, 1993

4. SOCIAL SECURITY NUMBER	5a. AGE-Last Birthday (Years)	5b. UNDER 1 YEAR Months	5b. UNDER 1 YEAR Days	5c. UNDER 1 DAY Hours	5c. UNDER 1 DAY Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
429-09-1774	79					November 6, 1914

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
214 Logan Street	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)
Arkansas	Married	Emma Estale Courington

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

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Sweetwater	Rock Springs	214 Logan 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)	16. College (1-4 or 5+)
Yes	No ☒ Yes ☐ (Specify)	White	6	

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
Arthur	Daniel	Williamson	Emma		Brooks

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Mrs. Emma Williamson	Wife

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
214 Logan 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
Removal-Cremation	Dec. 24, 1993	Intermountain Cremation Services	Salt Lake City, Utah	

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
▶ [signature]	381	Vase Funeral Home	85	154 Elk Street Rock Springs, Wyoming

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

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

22b. DATE SIGNED (Mo., Day, Yr.)	22c. HOUR OF DEATH
December 23, 1993	5:35P M

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

To be Completed by CORONER Only

23a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated.
(Signature and Title) ▶ [signature] Coroner

23b. DATE SIGNED (Mo., Day, Yr.)	23c. HOUR OF DEATH
December 23, 1993	5:35P M
23d. PRONOUNCED DEAD (Mo., Day, Yr.)	23e. PRONOUNCED DEAD (Hour)
December 22, 1993	5:35P M

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print)
Michael Sutphin, M.D., 1208 Hilltop Drive, Rock Springs, Wyoming 82901

25a. REGISTRAR (Signature) ▶ [signature]	25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
	December 23, 1993

CAUSE OF DEATH

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

26.		Approximate Interval Between Onset and Death
IMMEDIATE CAUSE (Final disease or condition resulting in death) ➡	a. Metastatic Prostate Adenocarcinoma	3-5 years
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 - Conditions contributing to death but not related to cause given in PART I.

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

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

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

VR 2-89
2/91 15[illegible]

MARGIN RESERVED FOR BINDING

Division of Health and Medical Services — Vital Records Services

DATE ISSUED December 27, 1993

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 82901

STATE OF WYOMING)ss
COUNTY OF SWEETWATER)
Subscribed and sworn to before a Notary Public this 27th day of December 1993

[signature]
My commission expires on January 16, 1995

45C

245198

RECORDED February 7 1994 2:35 PM
IN BOOK 102 Misc Pg 451 PAGE 451
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF)
)
CHRISTINA A. NOBLE,)
)
deceased.)

Probate No. 1407

FILED
FEB 2 1994
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING
BY

DECREE OF FINAL SETTLEMENT AND DISTRIBUTION

Carroll L. Noble, personal representative of the estate, having on the 21st day of January, 1994, filed herein his final account and petition for distribution, which comes on now for approval, allowance and settlement, and notice thereof having been waived by all heirs of the decedent, who have likewise consented to distribution of the estate in accordance with the said petition, said waiver and consent being on file with the Court, and the Court having examined the files and records herein and being advised by JOHN S. MACKEY, attorney for the estate, does find:

1-

That Christina A. Noble died intestate on or about the 24th day of February, 1992, a resident of the County of Sublette and State of Wyoming, and left estate in said county consisting of real and personal property;

2-

Letters of administration were duly issued upon said estate out of this court unto Carroll L. Noble on the 25th day of March, 1992 and he has been at all times since that date and is now the duly appointed, qualified and acting administrator of the said estate and by law the personal representative thereof;

3-

That said personal representative published notice of probate of the estate on the 2nd, 9th and 16th days of the month of April, 1992, in the Pinedale Roundup, a newspaper printed and published in the County of Sublette and State of Wyoming, proof of said publication appears by the affidavit of the publisher of said newspaper on file herein, and the time for filing of claims by creditors of the decedent as set forth and limited in said notice of probate has expired;

4-

That the final account of the personal representative does truly represent the administration and condition of the estate and does show that the petitioner has in fact administered fully the decedent's estate in a prudent manner and as required by law, the accounts of said petitioner are in all respects true and correct and supported by proper proof; further the report of administration, accounting and petition for distribution are free and clear of all objections and the estate is in condition to be closed and the residue of estate distributed to those persons who are thereto entitled;

5-

No part of the decedent's estate is charged with any legacy or devise; further Christina A. Noble, deceased, left surviving as her next of kin and sole and only heirs at law her children, who are named in the said petition for distribution, and said heirs are adult persons and under no legal disability and are now entitled to the remainder of the estate in equal shares;

NOW, THEREFORE, upon the motion of JOHN S. MACKEY as attorney for Carroll L. Noble, the personal representative and petitioner herein, and no objections thereto being now made or otherwise appearing to the court, THE COURT DOES ORDER, ADJUDGE AND DECREE:

1-

That the administration of the estate of Christina A. Noble, deceased, by Carroll L. Noble, the duly appointed administrator and personal representative, together with his final account, be and the same is hereby approved, allowed and settled;

2-

That the remainder of the estate hereinafter particularly described, together with any and all other property not presently known but which may be hereafter discovered, be, and the same is hereby distributed equally and in equal shares unto the heirs at law of Christina A. Noble, deceased as follows:

LILLIAN IDA NOBLE PEARSON	daughter
JAMES THOMAS NOBLE	son
RICHARD ROY NOBLE	son
CARROLL L. NOBLE	son

and the following is a particular description of the residue and remainder of estate referred to hereby and herein and of which distribution is herein and hereby ordered as aforesaid:

Personal property -

Promissory note of Richard Roy Noble made and dated the 16th day of January, 1984, and payable upon demand in the principal sum of $48,000.

The said promissory note having appraised value of $48,000.00

Real Estate -

Lots 3 and 4, E/2 SW/4, W/2 SE/4, SE/4 SE/4, Section 19; W/2 NW/4, Section 29; Lot 1, N/2 NE/4, NE/4 NW/4, Section 30; and all that portion of S/2 NE/4, Section 30; T. 34 N., R. 110 W., EXCEPT a tract of land described as follows:

Beginning at the SW corner of the S/2 NE/4, Section 30, T. 34 N., R. 110 W., and proceeding thence Northerly along the West boundary line of the SW/4 NE/4, Section 30 a distance of 215 feet, more or less, to the North right-of-way boundary line of U. S. Highway 187;

Thence along said North right-of-way boundary line of the highway, S. 85° 57' E., a distance of 2589 feet, more or less, to the point where the North right-of-way boundary line of the highway intersects the South boundary of the NE/4 of Section 30; thence Westerly along said South boundary line of the NE/4 of Section 30 a distance of 2580 feet, more or less, to the point of beginning, the total area of which is 74.0 acres, more or less;

and

All that portion of the N/2 SW/4, NW/4 SE/4, Section 29, T. 34 N., R. 110 W., described as follows:

Beginning at the W/4 corner of Section 29, T. 34 N., R. 110 W., and proceeding thence Easterly along the North boundary of the S/2, Section 29 a distance of 3945 feet, more or less, to the NE corner of the NW/4 SE/4, Section 29;

Thence Southerly along the East boundary of the NW/4 SE/4, Section 29 a distance of 975 feet, more or less, to the point where said East boundary of NW/4 SE/4, Section 29 intersects the North right-of-way line of U. S. Highway 187;

Thence along said Highway right-of-way line, N. 60° 56' W., a distance of 231 feet to the point of a one degree (1°00') curve to the left, the radius of which is 5729.6 feet;

Thence along said curve through an angle of 25° 01', a distance of 2501.7 feet;

Thence N. 85° 57' W. a distance of 1365 feet, more or less, to the point where the North right-of-way line of the highway intersects the West boundary of Section 29;

Thence Northerly along the West boundary of Section 29 a distance of 6 feet to the point of beginning,

together with all improvements, water and ditch rights and the rights to the use thereof; and

all of the above lands situate in T. 34 N., R. 110 W., 6th P. M. Wyoming,

Said real estate having an appraised value of $180,000.00

DATED this 1st day of February, 1994.

District 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.

455

245232

RECORDED February 8 19 94 7:50 PM
IN BOOK 62 MISC PAGE 455
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Walker

GRANT OF EASEMENTS

WHEREAS, a plat of the Phillips Place Subdivision, being a subdivision of the real property described in Exhibit "A" hereto, was recorded on 11/2/93 at Book 62 of Miscellaneous, Page 157, in the office of the County Clerk, Sublette County, Wyoming; and,

WHEREAS, the sole owner of the property contained in the Phillips Place Subdivision is S&H Partnership, a general partnership; and,

WHEREAS, an access easement is set out on said plat commencing in the southeast corner of Lot One (1) and terminating at the south boundary of Lot Four (4); and,

WHEREAS, the e are additional easements for the Bickel Ditch granted in Lots Three (3) and Two (2); and,

WHEREAS, the language contained on said plat does not specify to whom and for what purpose said easements are granted;

NOW THEREFORE;

The undersigned S&H Partnership, a general partnership, does hereby certify that all easements contained within the Phillips Place Subdivision as shown on the recorded plat thereof, both access and for the Bickel Ditch, are private and reserved for and granted to the use of the owners of lots located in the Phillips Place Subdivision and their guests. The access easement is gramted for the purpose of ingress and egress over and on said indicated easement, for the construction, repair and maintenance of a roadway thereon and for the construction and maintenance of utility lines within said indicated easement.

DATED this 13 day of Jan, 19 94.

S & H PARTNERSHIP, A Wyoming General Partnership:

BY: Jack Schwabacher
JACK SCHWABACHER,
General Partner

BY: John J. Horn
JOHN J. HORN,
General Partner

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing **Grant Of Easements** was acknowledged before me by S & H

PARTNERSHIP, A Wyoming General Partnership, by JACK SCHWABACHER, General Partner, this _____ day of _____, 19___.

Witness my hand and official seal.

_____
NOTARY PUBLIC

My Commission Expires:

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing **Grant Of Easements** was acknowledged before me by S & H PARTNERSHIP, A Wyoming General Partnership, by JOHN J. HORN, General Partner, this 7th day of January, 1994.

Witness my hand and official seal.

Gloria Lorenzo
NOTARY PUBLIC

My Commission Expires:

GLORIA LORENZO - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires Nov. 16, 1995

1994-01-06 14:30 307 367 4340 STEVENS & WOOD LAW OFFICE 004 P03

STATE OF CALIFORNIA }
}ss
COUNTY OF SAN BENITO}

On January 13, 1994 before me, Lidia Martinez, personally appeared, Jack Schwabacher 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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Lidia Martinez

MGC1 Lidia Martinez Comm. #968430 NOTARY PUBLIC - CALIFORNIA SAN BENITO COUNTY My Comm. Expires June 24, 1996 MGC1

EXHIBIT "A"

TOWNSHIP 35 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING;

Section 8: SW¼SE¼;

Section 17: SE¼NE¼ and that part of the W½NE¼ located Easterly of the Main Channel of the Green River.

(This property being shown on the plat of the Phillips Place Subdivision as filed November 2, 1993, in Book 62 of Misc., Page 157 for Sublette County, Wyoming.)

1994-01-06 14:31 307 367 4340 STEVENS & WOOD LAW OFFICE 004 P04

459

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PHILLIPS PLACE SUBDIVISION LOCATED IN SUBLETTE COUNTY, WYOMING

That S&H PARTNERSHIP, A Wyoming General Partnership, Declarant, being owner of the property described in Exhibit "A" attached hereto and made a part hereof (which property is hereinafter referred to as (The Phillips Place) or the property, does hereby declare that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the property. These Covenants, Conditions and Restrictions shall attach to, shall run with the property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Land Use And Building Type. Only new construction or alteration of existing construction shall be permitted. All buildings shall be western in character, design, and architecture. Western ranch style and design shall be encouraged in order to be compatible with the existing terrain and landscape. Encouraging neutral colors and a blending with the natural topography will be a priority of the Architectural Control Committee. All fencing shall be "buck and pole", "post and pole" or wire with pole on top; all bucks to be made from five foot length material and all poles shall be no longer than thirteen feet. The parcels shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on a parcel other than one detached single family dwelling, a private garage, barn and a guest house and other buildings incidental to "horse use". Additional storage structures may be allowed by the Architectural Control Committee if such structures shall not adversely impact the rural residential nature of the property.

(a) The location of all structures must be approved by the Architectural Control Committee prior to construction. Due to the open nature of

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SUBLETTE COUNTY CLERK
by Bethany A. Walker

the property and the desire to retain the benefits of said open nature, all structures shall be clustered in the immediate vicinity of the main residence unless it is determined by the Architectural Control Committee that a structure would not adversely impact the rural residential nature of the property if constructed other than in the immediate vicinity of the main residence.

(b) Buildings shall not exceed one story and twenty (20) feet in height. Building height shall be measured from the highest finished grade level to the peak of the highest point.

(c) Roof pitches greater than 6/12 must have the approval of the Architectural Control Committee. No galvanized metal roofs will be allowed.

(d) Satellite dish location and proper screening must have the approval of the Architectural Control Committee.

2. Architectural Control. No building shall be erected, placed or altered on any of the property until the construction plans and a plot plan showing the location of the structure have been approved by the Architectural Control Committee, hereinafter referred to as Committee, as to quality of workmanship and materials, harmony of exterior design and as to location with respect to topography and finish grade elevation. The exterior construction of all buildings and all grading incidental to construction shall be completed within twelve (12) months from the date of issuance of a building permit as provided for in paragraph 3 below. All construction and alteration shall comply with the latest provisions of the following standard codes or other official amendments effective as of the date a building permit is issued:

(a) Uniform Building Code, current edition;

(b) International Conference of Building Officials;

(c) National Plumbing Code, current edition;

(d) National Electrical Code, current edition;

4 of 6

(e) National Fire Protective Association International;

and such State of Wyoming Safety Codes as may be applicable to the property. Variances from the terms of such codes and substitution of applicable codes may be made by the Architectural Control Committee.

3. Building Permit. No building, structure, sign, fence or improvement of any kind shall be erected, altered, placed or permitted to remain on any of the property until the plans and specifications therefor, including plot plans, have been approved in writing and a building permit issued therefor as provided by the Committee. This requirement is supplemental and in addition to the regulations of Sublette County, Wyoming.

4. Architectural Control Committee. The Architectural Control Committee hereinafter constituted in paragraph 25, shall have the following duties and authority: To approve plans and specifications, including plot plans, as being in conformity with the terms and conditions hereof and to issue building permits therefor; to grant variances of and make substitutions for building codes as provided herein and authorize variances of the terms thereof where necessary and not injurious to the rest of the improvement; to enforce the terms hereof by appropriate legal action. A building permit granted by the Committee shall be conclusive evidence of the compliance with the terms hereof for the construction, improvement, alteration and use by the permittee or that a appropriate variance has been granted by the Committee on the property.

5. Building Requirements. All improvements shall be of new construction and constructed on the property and no pre-built or pre-fabricated homes will be permitted. Component or modular construction will not be permitted.

6. Building Location. All buildings shall conform to Sublette County setback requirements and the approval of a plot plan by the Architectural Control Committee.

7. Nuisances. No noxious or offensive activity shall be carried on upon any property, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other owners in the enjoyment of their property. In determining whether there has been a violation of this paragraph, recognition must be given to the premise that owners, by virtue of their interest in The Phillips Place, are entitled to the reasonable enjoyment of the natural benefits and surroundings of The Phillips Place. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the properties and improvements located thereon, shall be placed or used upon any property.

8. Prohibited Activities. Except as specifically provided hereinafter, no business, commercial, or manufacturing enterprise, or any enterprise of any kind or nature, whether or not conducted for profit, shall be operated, maintained, or conducted on any property in the Subdivision or in any improvement erected or placed therein. Home occupations shall be allowed on parcels in The Phillips Place on the following conditions:

(a) The home occupation shall be conducted entirely within a structure located on the concerned parcel and carried on only by the residents of the concerned parcel.

(b) Such use shall be clearly incidental and secondary to the residential use of the concerned parcel and shall not change the residential character thereof.

(c) There shall be no exterior storage on the concerned parcel of material, equipment or any other matter used as a part of the home occupation.

(d) There shall be no offensive noise, vibration, smoke, dust, odor, heat or glare associated with any home occupation noticeable at or beyond the

property line of the concerned parcel.

(e) No home occupation shall be allowed which shall require the clientele thereof to physically come to The Phillips Place. (For example, an art studio for painting, sculpting, etc., would be allowed while an art gallery for the sale of such art would be prohibited.)

No dwelling therein or any part thereof shall be used as a boarding or rooming house; provided, however, that the main residence on any parcel within the Subdivision may be leased by the owner for use as a single family dwelling. A guest house may not be leased for use as a residence separate from the main residence.

9. Prohibited Structures. No trailer home, mobile home, camper, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used in the area as a place of residence or habitation, either temporarily or permanently, except as the same may be customarily employed by contractors for and during the construction of improvements thereon, no house trailer, camper trailer, tent, shack or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any property in the area. The term "trailer home" or "mobile home" as used herein shall mean any building or structure with wheels and/or axles and any vehicle, used at anytime, or constructed so as to permit its being used for the transport thereof upon the public streets or highways and constructed in a manner as to permit occupancy thereof as a dwelling or sleeping place for one or more persons, and shall also mean any such building, structure or vehicle, whether or not wheels and/or axles have been removed, after such building, structure or vehicle has been placed either temporarily or permanently upon a foundation.

10. Condition And Repair No structure shall be permitted to fall into disrepair and at all times all structures and vacant property shall be kept in good condition and in neat appearance. The construction of any structure must be performed diligently from the time of commencement until fully completed.

11. Landscaping Restrictions. In the construction of authorized improvements on any property, care shall be exercised not to unduly disturb the natural landscaping thereof, and within one (1) year after construction of such improvements, the landscaping on the unimproved part of the property disturbed or destroyed during construction shall be restored by the planting of grasses, trees, or shrubbery of appropriate character and type.

12. Signs And Lights. Except with the written consent of the Committee as to dimensions or purpose, no signs or exterior lights of any character shall be placed or maintained on any parcel except as follows:

(a) A sign identifying the owner or occupant thereof, the dimensions of which shall not exceed three (3) square feet and which shall not be illuminated unless the same is affixed to the exterior of the main dwelling.

(b) Any light used to illuminate parking areas, grounds, or used for any other purpose shall be so arranged and shielded as to reflect the light away from any adjacent or nearby properties.

13. Excavation And Mining Prohibited. No excavation for stone, sand, gravel, or earth shall be made upon any property except for such excavation as may be reasonably necessary for the construction, reconstruction or alteration of any improvement for which the owner has obtained approved plans.

14. Livestock. Only three head of domestic animals, other than house pets, shall be allowed on any parcel at anytime. Approval may be disallowed if a problem with such domestic animals and house pets develops. The owners of each parcel shall be responsible for all domestic animals and house pets kept or maintained on their parcel. Domestic animals, other than house pets, must be restrained by means of an approved fence within the boundaries of each parcel and not allowed to create a nuisance in the area. A nuisance may be declared by the Committee, among other things, if overgrazing becomes destructive to the visible

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appearance of any parcel or the manure is not removed or managed in a manner so as to avoid undue odor and/or flies. Winter feeding must be done so as to not create a nuisance.

15. Wildlife Consideration. Parcel owners in the Subdivision are hereby advised that the property is located within an area that is transitionally used by several wildlife species including among others, moose, deer and antelope. In anticipation of a possible conflict with wildlife management and the development of the property, the following restriction re put in place.

(a) All parcel owners agree to hold the Wyoming Game and Fish Department harmless from any damages to fences, trees, shrubbery, plantings, crops and stored hay.

(b) All parcel owners agree that there will be no artificial feeding of ungulate wildlife species within the boundaries of the Subdivision.

(c) It is recognized that free-roaming dogs could be a detriment to wildlife. Any dogs owed by a parcel owner or otherwise allowed on the property by permission of a parcel owner must at all time be under the control of their owner and remain upon their respective parcel. Parcel owners are forewarned that any free-roaming dogs will and legally can be destroyed by the Wyoming Game and Fish Department if they in any way endanger wildlife management in the area or by the adjacent land owner if they endanger livestock. Any parcel owner who violates this covenant will be notified in writing by the Committee which shall have the right to require the immediate removal of the dog from the property and the owner shall be fined $100.00 and be responsible for any damage caused by his dog.

These requirements shall be strictly maintained and enforced by the Architectural Control Committee.

16. Culverts. Parcel owners constructing a driveway crossing any drainage shall place a culvert of sufficient dimension to adequately handle the flow of water to avoid flooding.

17. Vehicular Restrictions. No vehicle, trailer, mobile home or trailer home, (as defined in paragraph 9 above) or any other means of conveyance, wheeled or otherwise and of what so ever kind or nature, including but not limited to water craft, whether for the carriage or transport of persons, animals or materials, and whether motor-powered or otherwise, shall be parked on the roads in the area at any time. No vehicle of a size larger than a now standard American manufactured motor car or pickup truck, and no vehicle the primary use or design of which is for the transportation of passengers for hire, and no vehicles intended to be used primarily for sport, commerce or industry, such as trucks, campers, horse trailers, buses, boats and boat trailers, snowmobiles and snowmobile trailers, tractors and trailers, all terrain vehicles and trailers, shall not be parked on a parcel for a continuous period of more than forty-eight (48) hours, unless such vehicle or equipment is placed in a garage or storage structure or is otherwise adequately screened or otherwise concealed to the satisfaction of the Committee and/or except upon the prior written consent of the Committee. The foregoing enumeration of certain specific vehicle types is not intended to exclusive, but only illustrative. Motorcycles are not to be permitted at any time, except as legitimate transportation confined to the roadways of the Subdivision. Snowmobiling, when authorized by the Committee is to cease at 8:30 P.M., except for the entering and leaving of the Subdivision.

18. Utility Services. All electric power and telephone service lines and all other utility services, shall be underground or located inside the boundaries of each building, unless a minor variation is approved by the Committee. Fuel storage tanks shall be buried, and butane, propane and other liquified petroleum gas shall not be used for fuel unless the storage facilities therefor are adequately screened or otherwise concealed to the satisfaction of the Committee.

19. Waste Disposal, Trash Disposition. All exterior garbage containers shall be screened from view of adjoining property owners. The use of exterior garbage

containers shall be restricted to the disposition of inorganic and compacted household waste and garbage; no trash, brush piles, rubbish, junk, inoperative vehicles, including trailers as defined in the contents of these covenants, and no other unsightly items of property or waste shall be collected, placed or be permitted to remain on or in front or in back of any property. The owner or occupant of any property in the area shall do all other things necessary or desirable to keep the same neat and in good order and, in the event that any such owner or occupant shall so permit to remain upon any property any such rubbish, debris, or trash, then and in each instance, the Committee, or such person or persons as the Committee may from time to time designate, may and shall enter upon the property and shall remove the same therefrom or otherwise cause compliance herewith and such owner or occupant shall forthwith upon such entry, be liable to the Committee for the full cost of enforcing such compliance herewith and such cost shall become an assessment against the property. Any entry for said purposes shall not be deemed to be a trespass upon the property, and the decision of the Committee shall be conclusive as to whether or not this covenant has been violated; provided, however, that notice of any violation thereof shall have been given the owner and/or occupant in writing not less than five (5) days prior to any such entry.

20. Sewage. No sewage system may be placed closer than fifty (50) feet from the boundary line of each subject parcel of property.

21. Utility and Roadway Easement. Easements for the installation and maintenance of utilities and construction and maintenance of roadways are reserved and are shown on the plat of the area, and no structure shall be placed or permitted to remain within the limits of said easements which may endanger or interfere with the installation and maintenance of utilities or construction, use or maintenance of roadways.

22. Property Subdivision Restrictions. No parcel shall be divided in any

manner into smaller parcels.

23. Variances And Limitations Thereof. Enforcement. By unanimous vote of the members of the Committee, variance from the provisions hereof may be granted relating to the improvements and location of improvements, landscaping and other features of the properties in the area, but the Committee shall not in any event be empowered to change the use thereof for purposes other than exclusive residential use. In the event of the violation or the attempt to violate any of the covenants herein contained, it shall be lawful for the declarant, the Committee or any person hereafter owning any property in the Subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same to recover damages for such violation or attempt to so violate, to obtain injunctive relief, either mandatory or prohibitive, to prevent such violation or to re-establish prior existing and unobjectionable conditions and to recover reasonable attorney's fees and costs of suit.

24. Architectural Control Committee. The Architectural Control Committee is composed of two (2) members. Committee Members will be elected by parcel owners with one vote per parcel per member being elected. The owners of at least three parcels must cast votes in any election for Committee Members for such election to be valid. Vacancies in the Committee caused by death, resignation or inability to act, shall be filled by appointment by the remaining member of the Committee. All members of the Committee once elected will serve for a two (2) year term, commencing on the day of election, except for the initial members herein appointed to the Committee who shall serve until 7/1/97 unless sooner replaced by a majority vote of the parcel owners. The initial Committee shall consist of GORDON SCHWABACHER and MICHAEL KNORI.

25. Assessments. The Architectural Control Committee will have the authority to impose reasonable fees on the property owners for the maintenance and

use of common utilities, roads, snow removal and other matters concerning the common safety and benefit of all property owners. Fees established by the Architectural Control Committee will be based on a per parcel basis. Every person or entity who is either a record owner of a fee interest in any parcel or a contract purchaser of any parcel subject to this Declaration, shall be obligated to pay all assessments imposed by the Committee, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be required to pay such assessments and shall not be entitled to membership in the Committee. This obligation to pay assessments shall be appurtenant to and may not be separated from the ownership of any parcel. The assessments levied by the Committee shall be used for the purpose of promoting the health, safety and welfare of the residents within the Subdivision and in particular for the improvement and maintenance of services, utilities, roads, and facilities devoted to this purpose and related to the use and enjoyment of the homes situated within the Subdivision, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement, maintenance and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, professional fees and litigation costs.

26. Lien Of Assessments. The declarant hereby covenants and each owner of any parcel by acceptance of a deed or other means of ownership therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Committee the following:

(a) Annual Assessments or charges;

(b) Special assessments or capital improvements, such assessments to be fixed, established and collected from time to time as authorized by the unanimous agreement of the Committee.

(c) Special assessments by Phillips Place Homeowners Association

for the maintenance and/or repair of the Phillips Place Road outside of the Subdivision, for the maintenance of the State of Wyoming easement for the Phillips Place Road and for other purposes acceptable to the Committee.

The annual and special assessments, together with such interest thereon and the costs of collection thereof, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest thereon at the rate of twelve percent (12%) per annum and the cost of collection thereof, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

27. Voting. When a vote of the owners is required or permitted on any matter, each owner will be entitled to exercise the number of votes that correspond to the number of parcels owned by said owner in the Subdivision.

28. Delegation Of Architectural Control Committee Authority. The Committee may appoint from time to time a representative to carry out the ministerial acts of the Committee.

29. Amendments And Modifications. The covenants and conditions hereof may be amended, modified or altered at any time by the consent of the owners of three (3) or more of the parcels in the Subdivision. Provided that in no event shall these covenants and conditions be amended or modified prior to 7/1/97 without the written consent of the Declarant.

30. Winter Road Maintenance. The Committee shall not have any duty to provide winter road maintenance or snow removal. If the Committee shall vote to provide such services, no parcel shall be assessed for the cost thereof which does not have a main residence constructed thereon.

31. Irrigation Water On The Property. The property has certain water rights and ditches for irrigation purposes. An easement for the repair and maintenance of

the main irrigation ditch is shown and depicted on the plat of The Phillips Place as filed with the Sublette County Clerk. Additional easements for the repair and maintenance of the lateral irrigation ditches are granted in an area six feet on either side of said lateral irrigation ditches as the same existed on October 1, 1993 or as subsequently moved. These easements are granted to each parcel owner in The Phillips Place but only for the indicated purposes. No irrigation ditch may be moved or modified except with the consent of all parcel owners receiving water through such ditch and who lie below the proposed move or the point of proposed modification. No owner of any parcel shall take any action to plug or impede the flow of the water in an irrigation ditch but shall take such action necessary to clean out any debris which collects in the ditch located on such parcel. Declarant makes no representation or warranty concerning water rights to any Parcel. Wyoming statutes provide that a water right may be considered abandoned if not placed to beneficial use during a specific period of time. (Presently five (5) years.) It is the sole responsibility of each parcel owner to make beneficial use of the water rights appurtenant to the parcels they own to avoid abandonment. Neither the Declarant nor the Committee shall have any duty or obligation to see that any water rights appurtenant to The Phillips Place are placed to beneficial use.

32. Validity. Invalidation of one or more of the covenants or conditions by Court Judgement or Order shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

33. Phillips Place Homeowners Association. Access to the Phillips Place is provided by an easement granted by the State of Wyoming. This easement was originally granted to Quarter Circle 5 Ranches. (This a trade name of Jack Schwabacher.) This easement has now been assigned to Phillips Place Homeowners Association, a Wyoming nonprofit corporation, formed for the purpose of holding said easement for the benefit of the parcel owners of the Phillips Place. The record

owner of each parcel shall be a member of Phillips Place Homeowner Association.

DATED this 2 day of Feb., 1994.

DECLARANT:
S&H PARTNERSHIP, A Wyoming
General Partnership:

BY: _____
JACK SCHWABACHER,
General Partner

BY: _____
JOHN J. HORN, General Partner

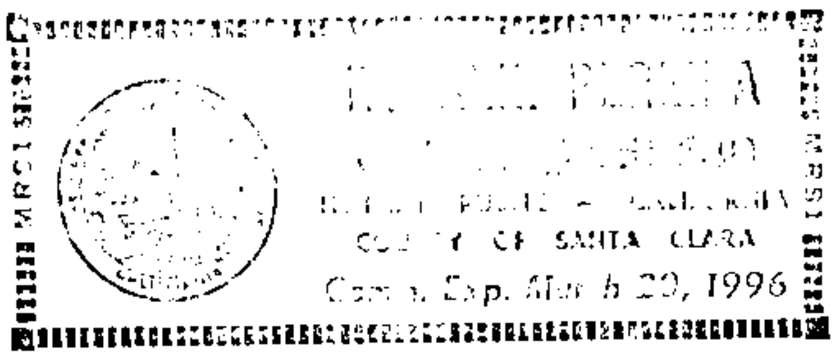
STATE OF California)
) ss.
COUNTY OF Santa Clara)

The foregoing **Declaration Of Covenants, Conditions And Restrictions For The Phillips Place Subdivision Located In Sublette County, Wyoming,** was acknowledged before me by S&H PARTNERSHIP, A Wyoming General Partnership, by JACK SCHWABACHER, General Partner, this 2nd day of February, 1994.

Witness my hand and official seal.

_____
NOTARY PUBLIC

My Commission Expires:



STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing **Declaration Of Covenants, Conditions And Restrictions For The Phillips Place Subdivision Located In Sublette County, Wyoming,** was acknowledged

before me by S&H PARTNERSHIP, A Wyoming General Partnership, by JOHN J. HORN, General Partner, this 2nd day of February, 1994.

Witness my hand and official seal.

Gloria Lorenzo
NOTARY PUBLIC

My Commission Expires:

GLORIA LORENZO - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires Nov. 16, 1995

EXHIBIT "A"

TOWNSHIP 35 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING;

Section 8: SW¼SE¼;

Section 17: SE¼NE¼ and that part of the W½NE¼ located Easterly of the Main Channel of the Green River.

(This property being shown as parcels One (1), Two (2), Three (3) and Four (4) on the plat of the Phillips Place Subdivision as filed November 2, 1993, in Book 62 of Misc., Page 157 for Sublette County, Wyoming.)

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IN BOOK 62 MISC PAGE 475
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SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
by Bethany A. Litchfield

24523A

Easement No. 5360

STATE OF WYOMING

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the State of Wyoming, acting through its Board of Land Commissioners, for and in consideration of the payment of Seven hundred fifty-seven and 64/100 dollars ($757.64) hereby grants and conveys to Quarter Circle 5 Ranches, their heirs and assigns, a non-exclusive right to use, in perpetuity, the following-described tract of land for Roadway purposes only.

All that portion of the S½NW¼:SW¼NE¼ of Section 16, T.35N., R.111W., of the 6th P.M., Sublette County, Wyoming, lying between parallel right of way lines 60 feet apart, being 30 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 west boundary of said Section 16 and end in the SW¼NE¼ of said Section 16:

Beginning at a point on the west boundary of said Section 16 from which the west quarter corner of said Section 16, being monumented by a brass cap, bears N.00°02'W. along the west boundary of said Section 16 a distance of 16 feet;

thence N.71°47'E. a distance of 2,646.43 feet;

thence N.25°30'E. a distance of 114.86 feet;

thence N.52°01'E. a distance of 363.97 feet, more or less, to a point in the SW¼NE¼ of said Section 16 from which the northwest corner of said Section 16 bears N.62°45'W. a distance of 3,207.79 feet, said point also being a point on the west boundary of existing State of Wyoming Right of Way No. 1550 also known as State Highway 189-191.

The above described parcel of land contains 4.30 acres, more or less.

This description is based on a survey done by Paul N. Scherbel, Wyoming L.S. No. 164, in October 1992.

TO HAVE AND TO HOLD this easement across the above-described tract of land for the purpose of locating, constructing, using, maintaining, improving, and repairing a road, subject to the following conditions:

1. The rights granted herein shall forever be subject to the rights of the State of Wyoming, its assigns or lessees to explore for, develop, and extract any and all minerals or other subsurface resources beneath this easement.
2. Upon abandonment or discontinuance of use of this easement for the purposes specified above, all of grantee's rights under this grant of easement shall revert to the State of Wyoming or its assigns, the same as if this grant had never been made. Failure to report, to the grantor, the status of the use of this easement every ten years from date of this grant shall be evidence of intent by the grantee to abandon this easement. Should this easement be abandoned by the grantee, the above-described tract of land shall be returned to a condition satisfactory to the landowner.

Quarter Circle 5 Ranches

3. Any transfer of ownership of this easement, or any change of name or mailing address of the owner of this easement, shall be reported to the grantor within thirty (30) days of the transfer or change.

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 affixed on the 20th day of January 1994.

(Seal)

BOARD OF LAND COMMISSIONERS SEAL WYOMING

Mike Sullivan, Governor,
President Board of Land Commissioners

Countersigned:

Howard M. Schrinar, Director
State Land and Farm Loan Office

Examined

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AFFIDAVIT

I, Jack Schwabacher, first being duly sworn on my oath, do hereby depose and state as follows:

1. That I am active in the cattle ranching business in Sublette County, Wyoming and have been so active for a number of years.

2. That I carry on business under the trade name of "Quarter Circle 5 Ranches".

3. That a easement has been issued by the State of Wyoming to Quarter Circle 5 Ranches. This easement is described as follows:

> All that portion of the S½NW¼, SW¼NE¼ of Section 16, Township 35 North, Range 111 West of the 6th P.M., Sublette County, Wyoming, lying between parallel right of way lines 60 feet apart, being 30 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 west boundary of said Section 16 and end in the SW¼NE¼ of said Section 16;
> Beginning at a point on the west boundary of said Section 16 from which the west quarter corner of said Section 16, being monumented by a brass cap, bears N.00°02'W., along the west boundary of said Section 16 a distance of 16 feet;
> thence N.71°47'E., a distance of 2,646.43 feet;
> thence N.25°30'E., a distance of 114.86 feet;
> thence N.52°01'E., a distance of 363.97 feet, more or less, to a point in the SW¼NE¼ of said Section 16 from which the northwest corner of said Section 16 bears N.62°45'W., a distance of 3,207.79 feet, said point also being a point on the west boundary of existing State of Wyoming Right of Way No. 1550 also known as State Highway 189-191.
> The above described parcel of land contains 4.30 acres, more or less;
> This description is based on a survey done by Paul N. Scherbel, Wyoming L.S. No. 164, in October 1992.

4. That said easement should appear as granted to "Jack Schwabacher, d/b/a Quarter Circle 5 Ranches.

DATED this 2 day of Feb., 1994.

Jack Schwabacher
JACK SCHWABACHER

RECORDED February 8 1994 1:50 PM
IN BOOK 62 MISC. PAGE 477
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Whitel

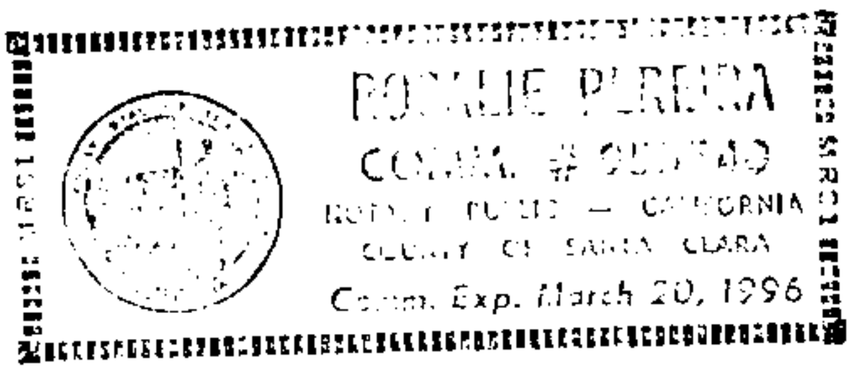
245235

[redacted]scribed and sworn to befo[redacted] by JACK SCHWABACH[redacted]this 2nd day of February, 1994.

Witness my hand and official seal.

Rosalie Pereira
NOTARY PUBLIC

My Commission Expires



ASSIGNMENT OF EASEMENT

479

Whereas, the State of Wyoming has issued a Grant of Easement to Quarter Circle 5 Ranches, dated 1/20/94 and bearing Number 5360; and,

Whereas, Quarter Circle 5 Ranches is a business and trade name of Jack Schwabacher and said easement is properly held in the name of Jack Schwabacher, d/b/a Quarter Circle 5 Ranches; and,

Whereas, said easement is described as follows:

All that portion of the S½NW¼, SW¼NE¼ of Section 16, Township 35 North, Range 111 West of the 6th P.M., Sublette County, Wyoming, lying between parallel right of way lines 60 fe part, being 30 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 west boundary of said Section 16 and end in the SW¼NE¼ of said Section 16;
Beginning at a point on the west boundary of said Section 16 from which the west quarter corner of said Section 16, being monumented by a brass cap, bears N.00°02'W., along the west boundary of said Section 16 a distance of 16 feet;
thence N.71°47'E., a distance of 2,646.43 feet;
thence N.25°30'E., a distance of 114.86 feet;
thence N.52°01'E., a distance of 363.97 feet, more or less, to a point in the SW¼NE¼ of said Section 16 from which the northwest corner of said Section 16 bears N.62°45'W., a distance of 3,207.79 feet, said point also being a point on the west boundary of existing State of Wyoming Right of Way No. 1550 also known as State Highway 189-191.
The above described parcel of land contains 4.30 acres, more or less;
This description is based on a survey done by Paul N. Scherbel, Wyoming L.S. No. 164, in October 1992.

Whereas, Jack Schwabacher, d/b/a Quarter Circle 5 Ranches, now wishes to assign said easement to Phillips Place Homeowners Association, a nonprofit Wyoming corporation; and;

Whereas, said assignment is expressly allowed by the terms of the State of Wyoming lease:

NOW THEREFORE, IN EXCHANGE FOR THE SUM OF TEN AND

245236

RECORDED February 8 19 94 1:50 PM
IN BOOK 42 MISC PAGE 479
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Baker

NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, Jack Schwabacher, d/b/a Quarter Circle 5 Ranches does hereby assign and convey unto Phillips Place Homeowners Association, a nonprofit Wyoming corporation, the non-exclusive right to use, in perpetuity , the following described tract of land for Roadway purposes only; to-wit:

All that portion of the S½NW¼, SW¼NE¼ of Section 16, Township 35 North, Range 111 West of the 6th P.M., Sublette County, Wyoming, lying between parallel right of way lines 60 feet apart, being 30 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 west boundary of said Section 16 and end in the SW¼NE¼ of said Section 16;

Beginning at a point on the west boundary of said Section 16 from which the west quarter corner of said Section 16, being monumented by a brass cap, bears N.00°02'W., along the west boundary of said Section 16 a distance of 16 feet;
thence N.71°47'E., a distance of 2,646.43 feet;
thence N.25°30'E., a distance of 114.86 feet;
thence N.52°01'E., a distance of 363.97 feet, more or less, to a point in the SW¼NE¼ of said Section 16 from which the northwest corner of said Section 16 bears N.62°45'W., a distance of 3,207.79 feet, said point also being a point on the west boundary of existing State of Wyoming Right of Way No. 1550 also known as State Highway 189-191.
The above described parcel of land contains 4.30 acres, more or less;
This description is based on a survey done by Paul N. Scherbel, Wyoming L.S. No. 164, in October 1992.

This assignment being all of the rights, title and interest granted to Jack Schwabacher, d/b/a Quarter Circle 5 Ranches, by the State of Wyoming in that certain Grant of Easement dated 1/20/94 and bearing No. 5360.

DATED this 2 day of Feb., 1994.

Jack Schwabacher
JACK SCHWABACHER

STATE OF California)
) ss.
COUNTY OF Santa Clara)

The foregoing **Assignment Of Easement** was acknowledged before me by JACK SCHWABACHER, this 2nd day of February, 1994.

Witness my hand and official seal.

Rosalie Pereira
NOTARY PUBLIC

My Commission Expires:

ROSALIE PEREIRA
COMM. # 955540
NOTARY PUBLIC — CALIFORNIA
COUNTY OF SANTA CLARA
Comm. Exp. March 20, 1996

245266

RECORDED February 10 1994 3:10P M
IN BOOK 62 MISC PAGE 482
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Walker

WHEN RECORDED, MAIL TO:
Greater Salt Lake Business District
7050 Union Park Center, Suite 570
Midvale, Utah 84047

Request for Notice of Default and Sale

Request is hereby made that a copy of any Notice of Default or Notice of Sale under the Mortgage or other instrument set forth below, and any other Mortgages that may hereafter be recorded, affecting the property known as and described more particularly as follows:

See Exhibit "A" which is attached hereto and made part hereof by this reference.

be mailed to the Greater Salt Lake Business District at 7050 Union Park Center, Suite 570, Midvale, Utah 84047 and the Small Business Administration at Room 4001 Federal Building, 100 East B Street, P.O. Box 2839, Casper, Wyoming 82602-2839.

Mortgage

Mortgagor:	James N. Washam and Mary Washam, husband and wife		
Amount:	$145,000.00		
Mortgagee:	Key Bank of Wyoming		
Dated:	September 22, 1993		
Recorded:	September 23, 1993	Book: 58	Page: 123

DATED this 4th day of January, 1994.

GREATER SALT LAKE BUSINESS DISTRICT

By: _____
William J. Frisby, Vice President

STATE OF UTAH)
: **ss.**
County of Salt Lake)

On the 4th day of January, 1994, personally appeared before me William J. Frisby, who being by me duly sworn, did say that he is the Vice President of Greater Salt Lake Business District, a Utah corporation and that the foregoing, attached instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and the said William J. Frisby acknowledged to me that said corporation executed the same.

_____
NOTARY PUBLIC

NOTARY PUBLIC
KAY SHIELDS
Elggren & Van Dyke
7050 Union Park Center #570, Midvale, UT 84047
My Commission Expires Oct 21, 1997
STATE OF UTAH

SBA 504 Loan No.: CDC 590709 30 05 CAS
Borrower: WINDRIVER RENDEZVOUS PIZZA, LLC; James N. Washam, Member and as an individual; and Mary J. Washam, Member and as an Individual

EXHIBIT A

The land described in the foregoing document, known as Highway 191 - 4 Country Club Lane (P.O. Box 989), Pinedale, Wyoming 82941 is located in Sublette COUNTY, STATE OF WYOMING and is described more particularly as:

A tract of land located in Lot 4 of Section 4, Township 33 North, Range 109 West, of the 6th P.M. , Sublette County, Wyoming and more particulary described as follows:

COMMENCING at a point which is the northwest corner of said Lot 4 of Section 4: thence, S.00‘16’52"W., along the west boundary of Lot 4, a distance of 63.36 feet; thence, N.89‘58’41"E., along the south boundary of the State of Wyoming Highway 191 Right of Way, a distance of 975.0 feet, more or less to a point which is on the centerline of Country Club Lane and the point of beginning; thence, from said point of beginning, S.00‘,17’45"W., along the centerline of Country Club Lane, a distance of 150.0 feet; thence, S.89‘58’35"W., a distance of 150.0 feet, thence, N.00‘17’45"E., a distance of 150.0 feet; thence, N.89‘58’41"E., a distance of 150.0 feet to the point of BEGINNING.

WHEN RECORDED RETURN TO:
Greater Salt Lake Business District
7050 Union Park Center, Suite 570
Midvale, Utah 84047

Uniform Commercial Code - Financing Statement
Fixture Filing

This FINANCING STATEMENT is to be recorded as a FIXTURE FILING in the real estate records of the County Recorder.

1. Debtor:
WINDRIVER RENDEZVOUS PIZZA, LLC;
James N. Washam, individually;
Mary J. Washam, Individually
Highway 191 - 4 Country Club Lane (P.O. Box 989)
Pinedale, Wyoming 82941

2. Record Owner:
James N. Washam and Mary J. Washam, husband and wife

3. Secured Party:
GREATER SALT LAKE BUSINESS DISTRICT
7050 Union Park Center, Suite 570
Midvale, Utah 84047

4. Assignee of Secured Party:
SMALL BUSINESS ADMINISTRATION
Federal Building Room 4001
100 East B Street, P.O. Box 2839
Casper, Wyoming 82602-2839

5. This Financing Statement and Fixture Filing covers the following:

All fixtures, and improvements, including trade fixtures, now owned and hereafter acquired, including replacements and proceeds thereof, and all rents, subrents, issues, royalties, income and profits of and from the that real property, or any portion thereof, set forth in Exhibit "A" which is attached hereto and made a part hereof by this reference.

The Secured party is X is not __ a Purchase Money Lender of the collateral.

Debtor:

WINDRIVER RENDEZVOUS PIZZA, LLC

By: _____
James N. Washam, Member

By: _____
Mary J. Washam, Member

_____
James N. Washam, individually

_____
Mary J. Washam, individually

Secured Party:

GREATER SALT LAKE BUSINESS DISTRICT

By: _____
William J. Frisby, Vice President

245267

RECORDED February 10 1994 3:10P M
IN BOOK 68 MISC PAGE 484
FEES $ 10.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Walker

Rlsd. Bk 23 Rel. Pg 513 3/8/04

Uniform Commercial Code - Financing Statement
Fixture Filing

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WYOMING)
: ss.
County of SUBLETTE)

On the 4th day of January, 1994, personally appeared before me James N. Washam and Mary Washam, the signers of the above instrument, who duly acknowledged to me that they executed the same.

STEVEN MACKEY
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
June 22, 1996

NOTARY PUBLIC

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF Wyoming)
: ss.
County of Sublette)

On the 4th day of January, 1994, personally appeared before me James N. Washam and Mary J. Washam, who being by me duly sworn, did say that they are the Members of WINDRIVER RENDEZVOUS PIZZA, LLC, a Wyoming limited liability company and that the foregoing, attached instrument was signed in behalf of said limited liability company by authority of its articles of organization and the said James N. Washam and Mary J. Washam acknowledged to me that said limited liability company executed the same.

STEVEN MACKEY
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
June 22, 1996

NOTARY PUBLIC

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 4th day of January, 1994, personally appeared before me William J. Frisby, who being by me duly sworn, did say that he is the Vice President of Greater Salt Lake Business District, a Utah corporation and that the foregoing, attached instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and the said William J. Frisby acknowledged to me that said corporation executed the same.

STEVEN MACKEY
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
June 22, 1996

NOTARY PUBLIC

SBA 504 Loan No.: CDC 590709 30 05 CAS
Borrower: WINDRIVER RENDEZVOUS PIZZA, LLC; James N. Washam, Member and as an individual; and Mary J. Washam, Member and as an Individual

EXHIBIT A

The land described in the foregoing document, known as Highway 191 - 4 Country Club Lane (P.O. Box 989), Pinedale, Wyoming 82941 is located in Sublette COUNTY, STATE OF WYOMING and is described more particularly as:

A tract of land located in Lot 4 of Section 4, Township 33 North, Range 109 West, of the 6th P.M. , Sublette County, Wyoming and more particulary described as follows:

COMMENCING at a point which is the northwest corner of said Lot 4 of Section 4: thence, S.00‘16’52"W., along the west boundary of Lot 4, a distance of 63.36 feet; thence, N.89‘58’41"E., along the south boundary of the State of Wyoming Highway 191 Right of Way, a distance of 975.0 feet, more or less to a point which is on the centerline of Country Club Lane and the point of beginning; thence, from said point of beginning, S.00‘,17’45"W., along the centerline of Country Club Lane, a distance of 150.0 feet; thence, S.89‘58’35"W., a distance of 150.0 feet, thence, N.00‘17’45"E., a distance of 150.0 feet; thence, N.89‘58’41"E., a distance of 150.0 feet to the point of BEGINNING.

487 Rlsd. Bk 23 Rel. pg. 511 3/18/04

245268

WHEN RECORDED RETURN TO:
Greater Salt Lake Business District
7050 Union Park Center, Suite 570
Midvale, Utah 84047

RECORDED February 10 1994 3:10P M
IN BOOK 62 MISC PAGE 487
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Walker

Lease
(Short Form)

1. **The Parties and The Property.** James N. Washam and Mary J. Washam, husband and wife of Highway 191 - 4 Country Club Lane (P.O. Box 989), Pinedale, Wyoming 82941, hereinafter referred to as "Lessor", hereby leases to Windriver Rendezvous Pizza, LLC of Highway 191 - 4 Country Club Lane (P.O. Box 989), Pinedale, Wyoming 82941 hereinafter referred to as "Lessee", all those premises situate, lying and being in the County of SALT LAKE, State of Utah, commonly known as Highway 191 - 4 Country Club Lane (P.O. Box 989), Pinedale, Wyoming 82941 and more particularly described in Exhibit "A" which is attached hereto and incorporated herein by this reference (the "Property").

2. **The Term.** TO HAVE AND TO HOLD the Property, together with the appurtenances, unto the Lessee for a term of twenty (20) years commencing the 4th day of January, 1994, for and during and until the 4th day of January, 2014.

3. **The Lease Payment.** Lessee covenants and agrees to pay Lessor a lease payment in the sum of $1,366.00 on the first day of each month during the term of this Lease.

4. **The Return of the Property.** Lessee further agrees to deliver up to Lessor at the expiration of said term in as good order and condition as when the same were entered upon by Lessee, reasonable use and wear thereof and damage by the elements excepted.

5. **No Sublease or Assignment.** The Lessee will not let, underlet, assign the Property, or any part thereof, without the prior written consent of Lessor, which consent will not be unreasonably withheld.

6. **Default/Remedies.** And Lessee further covenants and agrees that if any monthly lease payment or any part thereof shall be unpaid for 20 days after the same shall become due; or if default in any of the covenants herein contained to be kept by Lessee is not cured within 20 days from written notice, or if Lessee shall vacate such premises, Lessor may elect, without notice or legal process, to re-enter and take possession of the Property and every and any part thereof and re-let the same and apply the net proceeds so received upon the amount due or to become due under this lease, and Lessee agrees to pay any deficiency.

7. **Utilities, Taxes and Insurance.** Responsibility for utilities, taxes and insurance shall be as indicated [Lessee responsible for (T), Lessor responsible for (L)]:

Power T, Heat T, Water T, Sewer T, Telephone T, Real Property Tax T, Personal Property Tax T, Fire Insurance on Personal Property T, Glass Insurance T, Others:
None.

8. **Maintenance and Repair.** Responsibility for the maintenance and repair of the Property shall be as indicated [Lessee responsible for (T), Lessor responsible for (L)]:

Roof L, Exterior Walls L, Interior Walls L, Structural Repair L, Interior Decorating T, Exterior Painting L, Yard Surfacing L, Plumbing Equipment L, Heating and Air Conditioning Equipment L, Electrical Equipment L, Light Globes and Tubes T, Glass Breakage T, Trash Removal T, Snow Removal T, Janitorial T, Others:
None.

9. **Negligence.** Each party shall be responsible for losses resulting from negligence or misconduct of himself, his employees or invitees.

10. **Lessor's Lien.** Furniture, furnishings and personal property of Lessee may not be removed from the premises until all lease payments and other charges are fully paid,a nd Lessor shall have a lien upon said personal property until the same are paid in full.

11. **Attorney's Fees and Collection Costs.** In case of failure to faithfully perform the terms and covenants herein set forth, the defaulting party shall pay all costs, expenses, and reasonable attorneys' fees resulting from the enforcement of this agreement or any right arising out of such breach.

12. **SBA Loan Requirements.** In consideration of SBA Loan No. CDC 590709 30 05 CAS UT, Lessor and Lessee agree as follows, anything to the contrary notwithstanding:

(a) The term of this Lease shall be equal to or longer than the term of the said SBA Loan;

(b) Lessor and Lessee hereby assign, set over, and transfer to the Small Business Administration and Deseret Certified Development Company all of their right, title, and interest in and to this Lease, as security for said SBA Loan; and

(c) Lessor and Lessee hereby agree to maintain exactly the present ownership (both identity of owners and percent of ownership) during the entire term of said SBA Loan.

13. **No Other Agreements.** This agreement supercedes and replaces any and all previous lease agreements between the parties; and said previous lease agreements are hereby cancelled by the mutual consent of the parties.

Witness the hands and seals of said Lessor and said Lessee at this 4th day of January, 1994.

LESSOR:

James N. Washam and Mary J. Washam, husband and wife

James N. Washam

Mary J. Washam

LESSEE:

Windriver Rendezvous Pizza, LLC

By: _____
James N. Washam, Member

By: _____
Mary J. Washam, Member

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WYOMING)
: ss.
County of SUBLETTE)

On the 4th day of January, 1994, personally appeared before me James N. Washam and Mary Washam, the signers of the above instrument, who duly acknowledged to me that they executed the same.

_____
NOTARY PUBLIC

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF Wyoming)
: ss.
County of Sublette)

On the 4th day of January, 1994, personally appeared before me James N. Washam and Mary J. Washam, who being by me duly sworn, did say that they are the Members of WINDRIVER RENDEZ-VOUS PIZZA, LLC, a Wyoming limited liability company and that the foregoing, attached instrument was signed in behalf of said limited liability company by authority of its articles of organization and the said James N. Washam and Mary J. Washam acknowledged to me that said limited liability company executed the same.

_____
NOTARY PUBLIC

STEVEN MACKEY
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
June 22, 1996

SBA 504 Loan No.: CDC 590709 30 05 CAS
Borrower: WINDRIVER RENDEZVOUS PIZZA, LLC; James N. Washam, Member and as an individual; and Mary J. Washam, Member and as an Individual

EXHIBIT A

The land described in the foregoing document, known as Highway 191 - 4 Country Club Lane (P.O. Box 989), Pinedale, Wyoming 82941 is located in Sublette COUNTY, STATE OF WYOMING and is described more particularly as:

A tract of land located in Lot 4 of Section 4, Township 33 North, Range 109 West, of the 6th P.M. , Sublette County, Wyoming and more particulary described as follows:

COMMENCING at a point which is the northwest corner of said Lot 4 of Section 4: thence, S.00‘16’52"W., along the west boundary of Lot 4, a distance of 63.36 feet; thence, N.89‘58’41"E., along the south boundary of the State of Wyoming Highway 191 Right of Way, a distance of 975.0 feet, more or less to a point which is on the centerline of Country Club Lane and the point of beginning; thence, from said point of beginning, S.00‘,17’45"W., along the centerline of Country Club Lane, a distance of 150.0 feet; thence, S.89‘58’35"W., a distance of 150.0 feet, thence, N.00‘17’45"E., a distance of 150.0 feet; thence, N.89‘58’41"E., a distance of 150.0 feet to the point of BEGINNING.

491 Rlsd. Bk 23 Rel. pg. 511 3/18/04

245269

RECORDED February 10 1994 3:10P M
IN BOOK 62 Misc PAGE 491
FEES $ 14.00 Mary A. Lindstrom COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Walker

WHEN RECORDED RETURN TO:
Greater Salt Lake Business District
7050 Union Park Center, Suite 570
Midvale, Utah 84047

Assignment of Real Estate Lease and Subordination Agreement

This Assignment of Lease and Subordination Agreement is entered into by Windriver Rendezvous Pizza, LLC ("Lessee") and James N. Washam and Mary J. Washam, husband and wife ("Lessor").

RECITALS

A. Lessee has heretofore leased from Lessor by lease dated January 4, 1994 for a term of twenty years (the "Lease") certain real property (the "Leased Premises") known as Highway 191 - 4 Country Club Lane (P.O. Box 989), Pinedale, Wyoming 82941, located in the County of Sublette, State of Wyoming and described as follows:

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

B. GREATER SALT LAKE BUSINESS DISTRICT and the SMALL BUSINESS ADMINISTRATION (jointly referred to as "Assignee") have authorized the making of an SBA 504 Loan, Loan No. CDC 590709 30 05 CAS, to Lessee in the amount of $75,000.00, due and payable on or before a time to be determined by the U.S. Secretary of the Treasury (the "Loan").

C. The Loan is for the benefit of both Lessee and Lessor, in that the funds are to be used for the benefit of the business conducted on the Leased Premises purchased and/or renovated by Loan proceeds.

ASSIGNMENT AND AGREEMENT

NOW, THEREFORE, in consideration of disbursement of the Loan or any part thereof, and for other good and valuable consideration the receipt and legal sufficiency of which are hereby acknowledged, Lessee and Lessor covenant and agree as follows:

1. Assignment of Lease.

a. Lessee, with the consent of Lessor, hereby assigns, transfers, and conveys the Lease unto Assignee, as security for the Loan, to have and to hold for and during the remainder of the term mentioned in the Lease, and all renewals and extensions of the Lease term.

b. Lessor, with the consent of Lessee, hereby assigns, transfers, and conveys the Lease unto Assignee, as security for the Loan, to have and to hold for and during the remainder of the term mentioned in the Lease, and all renewals and extensions of the Lease term.

2. No Default. Lessee is not now in default in the performance of the Lease; and Lessee and Lessor will each perform the covenants and conditions required of them by the Lease for the term of the Loan and any extensions or renewals of it.

3. Modification to Lease. Except as otherwise herein permitted, Lessee and Lessor will not, alone or by agreement between them, modify or terminate the Lease without consent of Assignee. Lessee and Lessor may, at their discretion, modify the amount of rent paid by Lessor under the Lease provided that the modified

amount ([redacted] shall never be less than the original amount specified in the Lease and (2) shall be sufficient to cover Lessor's expenses related to the Leased Premises including, but not limited to, Lessor's total debt service for the Lease Premises, expenditures for insurance, real and personal property taxes, and expenditures for maintaining the condition and value of the Leased Premises. Under no circumstances shall the rental amount exceed the amount ordinary and reasonable for like space under rental market conditions existing at the time of modification.

4. Notice of Default. Lessee and Lessor shall give to Assignee prompt written notice of any default by the other party to the Lease. This notice shall specify the nature of the default and shall be mailed to Assignee at:

GREATER SALT LAKE BUSINESS DISTRICT
7050 Union Park Center
Suite 570
Midvale, Utah 84047

and

SMALL BUSINESS ADMINISTRATION
Federal Building Room 4001
100 East B Street, P.O. Box 2839
Casper, Wyoming 82602-2839

5. Cure of Default. Notwithstanding any provision of the Lease to the contrary, should any default under the Lease occur, Assignee shall have sixty (60) days after receipt of notice pursuant to Paragraph 4, at the sole option and discretion of Assignee, to cure the default. If the nature of the default is such that it cannot reasonably be cured within a sixty (60) day period, Assignee shall have additional time reasonably necessary to cure the default. During this 60 day or reasonable period neither Lessee nor Lessor will take action without Assignee's written consent to enforce any claim arising from the default.

6. Assignee's Rights upon Default. In the event of default by Lessee in the performance of any of the obligations under the terms of the Loan, including but not limited to provisions of the note to Assignee evidencing the Loan, any renewal or extension thereof, or any other agreement made in connection therewith, including Lessee's agreements herein, Assignee may, at its option and discretion, without notice, using such force as may be necessary, enter the Leased Premises and do any one or more of the following:

a. Remove all property of Lessee therefrom that is hypothecated as collateral for the Loan;
b. Sell the property referred to in paragraph a. on the Leased premises;
c. Transfer and assign the Lease and Lessee's rights therein to parties satisfactory to Assignee, and upon assignment, the obligations of the Lease shall be binding on the transferee.

In the event Assignee shall only undertake the options provided in paragraph a. or b., it shall have no obligation other than payment of rent accruing during the period of its possession of the Leased Premises. In the event Assignee shall transfer the Lease as provided in paragraph c., Assignee will cure all defaults in the Lease, and its sole other obligation shall be the payment of rent which accrued prior to the transfer of the Lease.

7. Subordination of Lessor's Lien. Lessor agrees to, and does hereby, subordinate any lien Lessor may now or hereafter have on the property of Lessee that is now or hereafter security for the Loan to Assignee's lien or liens on said property and to Assignee's rights herein.

8. Representation of Ownership. Lessor hereby represents and warrants that title to the Leased Premises is held by Lessor in fee simple and that Lessor has full power and authority to enter into this Agreement.

9. Subordination of Lease. All rights under the Lease together with any and all right, interest, estate, title, lien, or charge against or respecting the Leased Premises (or any portion thereof) by virtue of the Lease, shall be and the same are hereby made subject, subordinate, inferior, and junior to the lien and title of Assignee represented by Assignee's Note and security instruments related to the Loan, including without limitation the Promissory Note, Mortgage, Security Agreement and UCC Financing Statements (filed with the State of

Wyoming and as fixture filings in Sublette County, Wyoming) (the "Loan Documents") and to all rights, powers, title, and authority of Assignee under or in any way related to or arising out of the Loan Documents and to all sums heretofore or hereafter advanced on the security of the Loan Documents or any of them, including all sums advanced or costs incurred as fees, expenses, disbursements, or charges in connection with the Loan Documents or the Loan. The Lease Rights, together with any and all right, interest, estate, title, lien, or charge against or respecting the Leased Premises (or any portion thereof) by virtue of the Lease, are hereby subordinated to the Loan Documents the same and as fully as if the Loan Documents had been executed and delivered (and recorded or filed, as applicable, in the case of those Loan Documents identified in Paragraph E hereof as items (ii), (iv), and (v)) prior to execution, delivery and filing of the Lease and the same and as fully as if the Loan Documents had been joined in and executed by Lessee (as well as by each of the persons who in fact is a party to the Loan Document concerned).

10. This Agreement shall be binding upon and inure to the benefit of the personal representatives, successors and assigns of the parties hereto.

Dated the 4th day of January, 1994.

LESSOR:

James N. Washam and Mary J. Washam, husband and wife

James N. Washam

Mary J. Washam

LESSEE:

Windriver Rendezvous Pizza, LLC

By: James N. Washam, Member

By: Mary J. Washam, Member

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WYOMING)
: ss.
County of SUBLETTE)

On the 11th day of January, 1994, personally appeared before me James N. Washam and Mary Washam, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Steven Mackey
NOTARY PUBLIC

STEVEN MACKEY
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
June 22, 1996

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF Wyoming)
: ss.
County of Sublette)

On the 11th day of January, 1994, personally appeared before me James N. Washam and Mary J. Washam, who being by me duly sworn, did say that they are the Members of WINDRIVER RENDEZVOUS PIZZA, LLC, a Wyoming limited liability company and that the foregoing, attached instrument was signed in behalf of said limited liability company by authority of its articles of organization and the said James N. Washam and Mary J. Washam acknowledged to me that said limited liability company executed the same.

Steven Mackey
NOTARY PUBLIC

STEVEN MACKEY
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
June 22, 1996

SBA 504 Loan No.: CDC 590709 30 05 CAS
Borrower: WINDRIVER RENDEZVOUS PIZZA, LLC; James N. Washam, Member and as an individual; and Mary J. Washam, Member and as an Individual

EXHIBIT A

The land described in the foregoing document, known as Highway 191 - 4 Country Club Lane (P.O. Box 989), Pinedale, Wyoming 82941 is located in Sublette COUNTY, STATE OF WYOMING and is described more particularly as:

A tract of land located in Lot 4 of Section 4, Township 33 North, Range 109 West, of the 6th P.M. , Sublette County, Wyoming and more particulary described as follows:

COMMENCING at a point which is the northwest corner of said Lot 4 of Section 4: thence, S.00‘16’52"W., along the west boundary of Lot 4, a distance of 63.36 feet; thence, N.89‘58’41"E., along the south boundary of the State of Wyoming Highway 191 Right of Way, a distance of 975.0 feet, more or less to a point which is on the centerline of Country Club Lane and the point of beginning; thence, from said point of beginning, S.00‘,17’45"W., along the centerline of Country Club Lane, a distance of 150.0 feet; thence, S.89‘58’35"W., a distance of 150.0 feet, thence, N.00‘17’45"E., a distance of 150.0 feet; thence, N.89‘58’41"E., a distance of 150.0 feet to the point of BEGINNING.

GRANT OF NON-EXCLUSIVE EASEMENT

THIS AGREEMENT MADE this 11th day of February, 1994, between Redstone Corporation, a Wyoming Corporation, of Pinedale, Wyoming, 82941, hereinafter called Grantor, and James N. Washam and Mary Washam, of Pinedale, Wyoming, 82941, hereinafter called Grantee.

The parties agree as follows:

1. GRANT OF EASEMENT. Grantor hereby agrees to and hereby does grant and convey a perpetual non-exclusive easement to Grantee whereby Grantor, its successors and assigns agree that they shall not construct nor permit any structures of any nature to be constructed or maintained on the property described in this easement, said easement being described as follows:

A tract of land located in Lot 4 of Section 4, T33N, R109W, of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

Commencing at a point which is the northwest corner of said Lot 4 of Section 4.

Thence, S.00°16'52"W., along the west boundary of Lot 4, a distance of 63.36 feet;

Thence, N.89°58'41"E., along the south boundary of the State of Wyoming Highway 191, a distance of 825.0 feet, more or less, to a point which is the northwest corner of a lot belonging to Jim Washam and the point of beginning;

Thence, from said point of beginning, S.00°17'45"W., along the west boundary of a lot belonging to Jim Washam, a distance of 150.0 feet;

Thence, S.89°58'35"W., a distance of 15.0 feet;

Thence, N.00°17'45"E., a distance of 150.0 feet;

Thence, N.89°58'41"E., a distance of 15.0 feet to the point of beginning;

Said Tract contains approximately 2,250.0 square feet.

RECORDED Feb. 11, 1994 2:15 PM
IN BOOK 42 Misc. PAGE 494
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

245290

2. CONSIDERATION. Ten dollars and other good and valuable consideration the receipt of which is hereby acknowledged by the Grantor.

3. EASEMENT TO RUN WITH LAND. This grant of easement shall run with the land and shall be binding on and hence shall inure to the benefit of the parties hereto, their heirs, their successors, or assigns. The easement is for the benefit of and appurtenant to that land, or any portion thereof, which is the dominant estate and

which is located in the County of Sublette, State of Wyoming, described as follows:

A tract of land located in Lot 4 of Section 4, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

Commencing at a point which is the northwest corner of said Lot 4 of Section 4;

thence, S.00°16'52"W., along the west boundary of Lot 4, a distance of 63.36 feet;

thence, N.89°58'41"E., along the south boundary of the State of Wyoming Highway 191, a distance of 975.0 feet, more or less, to a point which is on the centerline of Country Club Lane and the point of beginning;

thence, from said point of beginning, S.00°17'45"W., along the centerline of Country Club Lane, a distance of 150.0 feet;

thence, S.89°58'35"W., a distance of 150.0 feet;

thence, N.00°17'45"E., a distance of 150.0 feet;

thence N.89°58'41"E., a distance of 150.0 feet to the point of beginning;

Said tract contains approximately 22,500.36 square feet.

4. INTENT OF EASEMENT. It is agreed by the parties hereto that it is the intent of this easement that there is a building restriction on the land described as the easement whereby no structures of any nature may be built on said property described as the easement. The purpose of this easement is to prevent a fire hazard to the building constructed on the property described as the dominant property in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this 11th day of February, 1994.

REDSTONE CORPORATION,
A Wyoming Corporation

By: _____
John M. Sulenta, President

ATTEST:

_____
Joseph R. Hicks, Secretary

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by REDSTONE CORPORATION, A Wyoming Corporation, by John M. Sulenta, its President, and attested to and sealed by its Secretary, this 11th day of February, 1994.

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

499

245322

RECORDED Feb. 15, 1994 11:00AM
IN BOOK 62 Misc PAGE 499
FEES $6.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
BY: Carol A. Cheney, deputy

BILL OF SALE

KNOWN ALL MEN BY THESE PRESENTS, That **C. JEANNE HUNTER RABE, f/k/a C. JEANNE HUNTER,** the party of the first part, for and in consideration of the payment of the sum of Ten and NO/100 ($10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to her in hand paid by **ROBERT BARROWS,** the party of the second part, does by these presents, grant, bargain, sell and convey unto the said party of the second part, his heirs, executors, administrators and assigns, the following described property, to-wit:

(a) All improvements and appurtenances attached to and appurtenant to Lot Forty-Two (42), Sylvan Bay Summer Home Tract, including but not limited to that certain 560 square foot frame home located thereon.

(b)The following items of personal property located on the foregoing described real property:

Refrigerator (doesn't work)
Stove
Two Beds
Two Chairs
Couch
Propane Floor Furnace

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

DATED this 24 3 day of January, 1994.

C. Jeanne Hunter Rabe
C. JEANNE HUNTER RABE, f/k/a
C. Jeanne Hunter

STATE OF UTAH)
) ss.
COUNTY OF Summit)

The foregoing **BILL OF SALE** was acknowledged before me by C. JEANNE HUNTER RABE, f/k/a C. Jeanne Hunter, this 24th day of January, 1994.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
June 26, 1994
ERIC G. LOFTHOUSE
6450 N. Hwy. #224
Park City, Utah 84060

[redacted] **NOTICE OF SALE** [redacted]

NOTICE is hereby given that on this date Jim Bridger Development, Inc., herein referred to as SELLER and Wayne A. Richardson, Ben R. Ryan and Carol Ryan, Box 22, Cora, WY 82925, herein referred to as BUYERS, have entered into a Installment Sales Contract for Warranty Deed dated the 1st day of February, 1994. This agreement covers the following property situated in Sublette County, Wyoming, to wit:

E½ NW¼ of Section 32, Township 35 North, Range 110 West, 6th P.M., Sublette County, Wyoming.

Notice is further given by the parties of the extinguishment of the previous agreement and "Memorandum of Agreement" for the sale of the property described hereof, which Memorandum of Agreement was filed with the County Clerk and ex-officio of records on July 27, 1992 in Book 60 of Miscellaneous, Page 390. Said agreement has been extinguished, replaced and substituted by the Installment Sales Contract for Warranty Deed.

DATED this 1st day of February, 1994.

Elvin L. Booth
Elvin L. Booth, President of
Jim Bridger Development, Inc.

Wayne A. Richardson
By: Dale Aronson
Dale W. Aronson, Power of
Attorney for Wayne A. Richardson

245324

RECORDED Feb 15, 1994 2:30 PM
IN BOOK 60 Misc 1 PAGE 500
FEES 5.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

Ben R Ryan
Ben R. Ryan

Carol Ryan
Carol Ryan

STATE OF WYOMING)
) ss
County of Fremont)

The above and foregoing Notice of Sale was acknowledged before me by Elvin L. Booth, President of Jim Bridger Development, Inc. on this 1st day of February, 1994.

WITNESS my hand and official seal.

SHEILA D. LANKA NOTARY PUBLIC
STATE OF WYOMING COUNTY OF FREMONT
MY COMMISSION EXPIRES JAN. 15, 1997

Sheila D. Lanka
Notary Public

My Commission Expires: January 15, 1997

STATE OF WYOMING)
) ss
County of Sublette)

The above and foregoing Notice of Sale was acknowledged before me by Dale W. Aronson, Power of Attorney for Wayne A. Richardson on this 15 day of February, 1994.

WITNESS my hand and official seal.

Debi K. Ruland
Notary Public

My Commission Expires: _____

DEBI K RULAND NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Sept. 14, 1996

STATE OF WYOMING)
) ss
County of Sublette)

The above and foregoing Notice of Sale was acknowledged before me by Ben R. Ryan and Carol Ryan on this 15 day of February, 1994.

WITNESS my hand and official seal.

Debi K. Ruland
Notary Public

My Commission Expires: _____

DEBI K RULAND NOTARY PUBLIC
County of Sublette Wyoming
My Commission Expires Sept. 14, 1996

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE)
)
OF DALLAS E. CARSON,)
)
Deceased.)

PROBATE NO. 1415

ORDER APPROVING FINAL REPORT AND PETITION FOR DECREE OF DISTRIBUTION

WHEREAS, Francois S. Dillman, Petitioner herein, the Personal Representative of the Estate of DALLAS E. CARSON, deceased, did file a Final Report And Petition For Distribution herein, which document is now incorporated herein by this reference, which said Petition prayed in relevant part for an Order Approving Final Report And Decree Of Distribution, and for other relief as may appear necessary, proper or equitable under the circumstances shown and proper notice of the hearing on said Petition having been given and no objections having been made thereto;

The Court finding the said report did represent truly the administration and condition of the said estate, and did show that Francois S. Dillman, the Personal Representative, in fact, has administered fully the said decedent's estate in a prudent manner and according to law, and that the said Petition did contain a proposed schedule of distribution, which properly reflected the provisions of the statutes of the State of Wyoming and the Last Will And Testament of the decedent insofar as the same may be applied to the property remaining in the said estate;

The Court finding that all parties entitled to notice of said Petition have been served with copies of said Petition according to statute and that no objections thereto have been filed;

Pages 502 & 503 & 504. are Duplicated

NOW THEREFORE, IT IS HEREBY ORDERED AND DECREED:

1. That the said Final Report And Petition For Decree Of Distribution heretofore filed in the Estate by the Petitioner be and the same hereby is approved and allowed.

245326

RECORDED February 15 1994 3:16pM
IN BOOK 102 Misc. PAGE 502
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Kelly Saxton
502

FILED
FEB 14 1994
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING
BY

2. That the Personal Representative is authorized to pay all costs and fees set out therein and as otherwise associated with the probate of this estate.

3. That Francois S. Dillman be and hereby is distributed as her sole and separate property the following items of personal property:

(a) 1976 Ford Pickup, VIN F14YRC80078, Wyoming Title 23-T-2017;

(b) Personal effects of Dallas A. Carson, deceased.

4. That Francois S. Dillman be and hereby is distributed a life estate for her life in and to the real property described as:

> Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block Nineteen (19) of the Town of Boulder, 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 Francois S. Dillman be and hereby is awarded and granted a lien in the amount of $54,820.62 against and on the real property described as:

> Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block Nineteen (19) of the Town of Boulder, 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.

This lien is in consideration of the claim of Francois S. Dillman as filed herein and which is hereby allowed. This allowed claim and lien is in the principal amount of $31,546.13 plus interest from 10/4/83 at the rate of 7% per annum through 1/20/94 in the amount of $23,274.49 for a total of $54,820.62. Interest shall continue to accrue at said rate on the principal amount until paid. This lien is in the nature of an equitable mortgage and may be foreclosed in the same manner as a mortgage upon the demand of the holder thereof.

6. That Tammy Quimby be and hereby is distributed as her sole and separate property the real property described as:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block Nineteen (19) of the Town of Boulder, 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.

This property is distributed to Tammy Quimby subject to the life estate and lien distributed and awarded to Francois S. Dillman above.

7. That Francois S. Dillman be and here by is awarded a life estate for her life in and to any and all after discovered property of Dallas E. Carson, deceased, of whatsoever nature and wheresoever located.

8. That Tammy Quimby be and hereby is distributed as her sole and separate property any and all after discovered property of Dallas E. Carson, deceased, of whatsoever nature and wheresoever located, subject to the life estate of Francois S. Dillman awarded above.

DATED this 9th day of February, 1994.

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

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intentionally

CONTINGENT ASSIGNMENT

For value received, the receipt of which is hereby acknowledged, the MARY E. RICHARDSON TRUST of Pinedale Wyoming, by and through its Trustee (Trust), assigns all of its right, title, and interest in and to a certain Agreement for Sale between THOMAS B. JACKSON and KATHERYN B. JACKSON, and the MARY E. RICHARDSON TRUST, WILLIAM W. CRAMER, Trustee, dated August 31, 1987, and to the property therein described to WILLIAM W. CRAMER of Sublette County, Wyoming (Cramer).

This assignment is made subject to the following terms and conditions:

1. It is expressly understood and agreed among the parties that Cramer has advanced to the Trust cash for the Trust to make a down-payment on the above referenced Agreement for Sale, which cash is secured by a certain promissory note of even date herewith;

2. Should the Trust default under said promissory note, according to the terms and tenor thereof, this Assignment of the Agreement for Sale shall become immediately effective upon notice in writing to the Trust and to THOMAS B. JACKSON and KATHERYN B. JACKSON, Sellers under said Agreement;

3. In the event this assignment becomes effective due to the Trust's default in payment of said promissory note, and notice thereof, the Trust shall remise, release, and quit-claim to Cramer all of its right, title and interest in and to the property which is subject of said Agreement, and Cramer shall assume all covenants, terms and conditions by the Trust to be performed under said Agreement and shall be entitled to all of the Trust's right, title and interest in and to the Agreement and to the property therein described and agreed to be conveyed.

In witness whereof, the parties have executed this Assignment at Pinedale, Wyoming, this 31st day of August, 1987.

245361

RECORDED February 22 1994 2:15 PM
IN BOOK 62 MISC PAGE 502
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

502 by Bethany A. Walker

MARY E. RICHARDSON TRUST

By: William W. Cramer
WILLIAM W. CRAMER, TRUSTEE

William W. Cramer
WILLIAM W. CRAMER

ACCEPTANCE OF ASSIGNMENT

WILLIAM W. CRAMER accepts the foregoing instrument subject to the terms and conditions thereof.

Dated this 31st day of August, 1987.

William W. Cramer
WILLIAM W. CRAMER

CONSENT TO ASSIGNMENT

THOMAS B. JACKSON and KATHERYN B. JACKSON, husband and wife, the Sellers in that certain Agreement for Sale above referenced, dated August 31, 1987, due hereby consent to and approve of the assignment by the MARY E. RICHARDSON TRUST of all its right , title and interest in and to said Agreement for Sale and hereby accept WILLIAM W. CRAMER as Buyer under said Agreement for Sale, and agree that CRAMER shall be bound by all the terms covenants, and conditions of said Agreement for Sale from the date said assignment becomes effective until payment has been made in full.

Dated this 31st day of August, 1987.

Thomas B. Jackson
THOMAS B. JACKSON

Kathryn B. Jackson
KATHERYN B. JACKSON

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by William W. Cramer, Trustee, William W. Cramer, Thomas B. Jackson and Katheryn B. Jackson this 31st day of August, 1987.

KBJ

Witness my hand and official seal.

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

My Commission Expires:

Susan J. Rodgers
Notary Public

AFFIDAVIT

245372

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

RECORDED Feb. 23, 1994 8:10 a M
IN BOOK 62 Misc. PAGE 505
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

WILMA J. NEWSON being first duly sworn upon oath, according to law, deposes and says:

1. That she is a resident of the Town of Pinedale, County of Sublette and State of Wyoming.

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:

> All of the west 65 feet of Lots 8 and 9. Block 2 of the Jones Addition to the Town of Pinedale, Wyoming, as the same appear on the plat and map thereof on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming

3. That by mortgage deed dated the 15th day of January, 1990, filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming on the 18th day of January 1990, and recorded in Book 52 of the Mortgage Records of said office at page 48, the above described real estate and premises were mortgaged wherein Steven W. Wilder and Tami R. Wilder of Sublette County, Wyoming appeared as mortgagors and Joe Newsom and Wilma J. Newsom of Sublette County, Wyoming appeared as mortgagees

4. That the mortgagees named in the aforesaid mortgage deed, Joe Newsom and Wilma J. Newsom, were husband and wife at the time of said mortgage and the real estate so mortgaged did vest in them, the said Joe Newsom and Wilma Newsom, husband and wife, a joint interest;

5. That the aforesaid Joe Newsom is deceased and that the said Joe Newsom died on the 31st day of December, 1993, in the Town of Pinedale, County of Sublette and State of Wyoming;

6. That all interest of the aforesaid Joe Newsom in and to the above described real estate and premises and the aforesaid mortgage 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 Joe Newsom become the sole mortgagee of the above described real estate and premises;

7. That attached hereto is a copy of the official death certificate of Joe Newsom certified by the public authority wherein such original death certificate is a matter of record and that said Joe Nesom who is named in said death certificate is one and the same person as Joe Newsom named in the aforesaid mortgage deed with this affiant.

8. That this affiant is one and the same person as Wilma J. Newsom, grantee with Joe Newsom in the aforementioned warranty deed.

Wilma J. Newsom

Wilma J. Newsom

Subscribed and sworn to before me by Wilma J. Newsom this 23 day of February, 1994.

Notary Public

My commission expires:

STEVEN MACKEY
County of
Sublette
My Commission Expires:

Notary Public
State of
Wyoming
June 22, 1996

507

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 02893 — STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK — FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME FIRST	MIDDLE	LAST	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
JOE	IVAN	NEWSOM	MALE	DECEMBER 31, 1993

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.)
525-60-4773	67					DECEMBER 31, 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
PINEDALE MEDICAL CLINIC	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)
TEXAS	MARRIED	WILMA SCALF

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	BUTCHER	MEAT PROCESSING

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
WYOMING	SUBLETTE	PINEDALE	232 N. FRANKLIN

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	8	

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
CLAUDE	FRANKLIN	NEWSOM	NORMA	MAE	WALDRIP

INFORMANT

19a. INFORMANT - NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
WILMA NEWSOM	WIFE

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
BOX 321	PINEDALE	WYOMING	82941

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY - NAME	20d. LOCATION CITY OR TOWN	STATE
BURIAL	JANUARY 4, 1994	PINEDALE CEMETERY	PINEDALE	WYOMING

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature) Number	21b. NAME OF FACILITY Number	21c. ADDRESS OF FACILITY
▶ W A Meyer N/A	HUDSON'S FUNERAL HOME 115	164 N. BRIDGER AVE.

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

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

22b. DATE SIGNED (Mo., Day, Yr.) JANUARY 3, 1994 — 22c. HOUR OF DEATH 8:20 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 A Meyer CORONER

23b. DATE SIGNED (Mo., Day, Yr.) JANUARY 2, 1994 — 23c. HOUR OF DEATH M

23d. PRONOUNCED DEAD (Mo., Day, Yr.) DECEMBER, 31, 1993 — 23e. PRONOUNCED DEAD (Hour) M

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print)
J. T. JOHNSTON M.D. PINEDALE, WYOMING

25a. REGISTRAR (Signature) ▶ J. T. Johnston M.D. — 25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) JANUARY 3, 1994

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. Acute Hypoxia.	
	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. Pneumonia.	
	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. COPD

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

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

30e. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)

30f. LOCATION (Street and Number or Rural Route Number, City or Town, State)

JAN 12 1994

VR 2-89
2/91 15M

SEAL

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

This copy is not valid unless it bears a raised seal and the signature of the Deputy State Registrar is in red.

Date Issued January 12, 1994

Deputy State Registrar

ROAD EASEMENT

THIS ROAD EASEMENT, dated this 7th day of February, 1994, from CLIFFORD P. HANSEN and MARTHA C. HANSEN, husband and wife, of the County of Teton, State of Wyoming, hereinafter called "GRANTOR," to the UNITED STATES OF AMERICA, hereinafter called "GRANTEE."

WITNESSETH: Grantors, for and in consideration of National Forest System land, acquired by Grantors through a simultaneous exchange, do hereby grant to Grantee and its assigns an exclusive easement for a road over and across the following described lands in the County of Sublette, State of Wyoming.

6th Principal Meridian

T. 38 N., R. 114 W.,
Sec. 4, a part of the amended Granite Placer Claim Survey No. 553 (unsurveyed), more particularly described as follows:

Beginning at a point on the northeasterly right-of-way line of State Highway 189-191, bearing S. 32°19' E., 581.73 feet from a 3" X brass marker set in concrete and appropriately inscribed; thence S. 32°19' E., 118.58 feet along the said right-of-way line to a point; thence N. 86°19' E., 222.48 feet to an intersection with the northeasterly line of amended Granite Placer Claim Survey No. 553; thence N. 33°50' W., 100.00 feet along the northeasterly line of said survey; thence N. 89°17'18" W., 229.75 feet to the point of beginning.

Containing 0.51 acre, more or less.

1-11-94 JB
Checked as to price, acreage, description, and condition of purchase, and found correct.

SUBJECT TO: A Right of Way Easement for communication facilities and incidental purposes granted to Mountain States Telephone and Telegraph Company by instrument recorded in Book 32 of Misc., page 600.

The acquiring agency is the Forest Service, Department of Agriculture.

The Grantors reserve to themselves and their successors in interest the right to use the existing road or any segment thereof, subject only to compliance with traffic-control regulations and rules as provided in 36 CFR 261.12 and subject to the bearing of road maintenance costs only, proportionate to use as provided in 36 CFR 212.7(d).

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State.

If the Regional Forester determines that the road, or any segment thereof, is no longer necessary, the easement traversed thereby shall terminate. Evidence for such termination shall be a statement in recordable form furnished by the appropriate Regional Forester to the Grantors or their successors or assigns in interest.

The Grantors hereby covenant that they, their heirs, executors, administrators, and assigns shall warrant and forever defend unto the Grantee, its successors and assigns the quiet and peaceful use and enjoyment to the herein granted easement against the lawful claims and demands of all persons whomever. This grant shall be binding upon the Grantors, their heirs, administrators, executors, and assigns, and shall run with and constitute a servitude upon the above described land.

IN WITNESS WHEREOF, Grantors have hereunto subscribed their names on the day and year first above written.

Clifford P. Hansen
CLIFFORD P. HANSEN

Martha C. Hansen
MARTHA C. HANSEN

245381

RECORDED February 23, 1994 2:30PM
IN BOOK 62 Misc. PAGE 508
FEES $ 8.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

ACKNOWLEDGMENT

STATE OF Arizona)
)ss
COUNTY OF Maricopa)

On this 7 day of February, 19 94, before me Rhea Lane, a Notary Public in and for Maricopa County, State of Arizona, personally appeared CLIFFORD P. HANSEN and MARTHA C. HANSEN, his wife, and known to me (or satisfactorily proved to me on the oath of _____, a competent and creditable witness for that purpose by me duly sworn), to be the persons described in and who executed the foregoing instrument and who duly acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Rhea Lane
Notary Public for the State of Arizona
Residing in Arizona
My commission expires My Commission Expires Dec 29, 1996

RHEA LANE NOTARY PUBLIC MARICOPA COUNTY, ARIZONA

MEMORANDUM OF CONTRACT

TO WHOM IT MAY CONCERN:

On the 25th day of January, 1994, FRANK D. BALL III and MARGARET S. BALL, as Seller, and JOHN H.. HODGES and ROXANNA S. HODGES, husband and wife, as Buyer, entered into an Agreement for Warranty Deed whereby Seller agreed to sell and Buyer agreed to buy the following described real property, to-wit:

> Lot 2, Block 4, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming, as the same appears of record on the official plat thereof recorded in the office of the County Clerk, Sublette County, Wyoming,

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

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

Dated this 25th day of January, 1994.

SELLER:

Frank D. Ball III
FRANK D. BALL III

Margaret S. Ball
MARGARET S. BALL

BUYER:

John H. Hodges
JOHN H. HODGES

Roxanna S. Hodges
ROXANNA S. HODGES

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing Agreement was acknowledged before me this 25th day of January, 1994, by JOHN H. HODGES and ROXANNA S. HODGES.

Witness my hand and official seal.

LELA L. SANDERS
NOTARY PUBLIC
Sublette County, WY
My Commission expires
11-4-96

My Commission Expires: Nov 4 1996

Lela L Sanders
Notary Public

STATE OF ARIZONA)
)
COUNTY OF PIMA)

The foregoing Agreement was acknowledged before me this 7th day of Feb, 1994, by FRANK D. BALL III and MARGARET S. BALL.

Witness my hand and official seal.

FRED M. KIMBALL FSR III
NOTARY PUBLIC
PIMA COUNTY, ARIZONA

My Commission Expires June 30, 1996

Notary Public

245399

RECORDED Feb. 24, 1994 2:35 PM
IN BOOK 62 Misc. PAGE 510
FEES $ 6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sackett

510

PERPETUAL NON-PARTICIPATING ROYALTY ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That Carroll L. Noble and Lillian Ida Noble Pearson and Richard Roy of Cora, Sublette County, Wyoming, of Cora, Sublette County, Wyoming, assignors, for good and valuable considerations, receipt whereof is hereby acknowledged, do hereby give, grant, sell, assign, transfer, convey and set over unto James Thomas Noble of Cora, Sublette County, Wyoming, assignee, 1/4th (25%) of all royalties of minerals, including oil and gas and oil and gas minerals, and all hydrocarbon minerals and substances, hereafter produced and saved from the hereinafter described lands, situate in the County of Sublette, State of Wyoming, to-wit:

TOWNSHIP 34 NORTH, RANGE 110 WEST, 6TH P. M.

Section 19: Lots 3 and 4, E/2SW/4, W/2SE/4, SE/4SE/4;

Section 30: Lot 1, N/2NE/4, NE/4NW/4, and that portion of the SW/4NE/4 lying North of the North right-of-way line of U. S. Highway 191;

The assignors reserve and shall have the sole and exclusive right to execute leases for the production of the aforesaid minerals and to keep and hold and retain all bonuses and rents payable under said leases; this is a perpetual non-participating royalty assignment and shall be binding upon and inure to the parties hereto and their heirs, devisees, legatees and assigns forever;

IN WITNESS WHEREOF we have hereunto set our hands this 25th day of February, 1994.

Carroll L. Noble
Carroll L. Noble

Lillian Ida Noble Pearson
Lillian Ida Noble Pearson

Richard Roy Noble
Richard Roy Noble

245418

RECORDED Feb. 25 1994 2:35 PM
IN BOOK 42 Misc PAGE 511
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Carroll L. Noble, Lillian Ida Noble Pearson, and Richard Roy Noble, this 25th day of February, 1994.

Witness my hand and official seal.

Notary Public

My commission expires:

JOHN S. MACKEY - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Aug. 4, 1997

PERPETUAL NON-PARTICIPATING ROYALTY ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That James Thomas Noble of Cora, Sublette County, Wyoming, assignor, for good and valuable considerations, receipt whereof is hereby acknowledged, does hereby give, grant, sell, assign, transfer, convey and set over unto Lillian Ida Noble Pearson, Richard Roy Noble, and Carroll L. Noble of Cora, Sublette County, Wyoming, assignees, as tenants in common, each to take and have and hold hereby an equal but undivided 3/4th (75%) of all royalties of minerals, including oil and gas and oil and gas minerals, and all hydrocarbon minerals and substances, hereafter produced and saved from the hereinafter described lands, situate in the County of Sublette, State of Wyoming, to-wit:

TOWNSHIP 34 NORTH, RANGE 110 WEST, 6TH P. M.

Section 29: W1/2NW/4; and all of that portion of the N/2SW/4 and NW/4SE/4 of said section 29 lying North of the North Right-of-way line U. S. Highway 191;

Section 30: All of that portion of the SE/4NE/4 lying North of the North Right-of-way line of U. S. Highway 191;

The assignor reserves and shall have the sole and exclusive right to execute leases for the production of the aforesaid minerals and to keep and hold and retain all bonuses and rents payable under said leases; this is a perpetual non-participating royalty assignment and shall be binding upon and inure to the parties hereto and their heirs, devisees, legatees and assigns forever;

IN WITNESS WHEREOF James Thomas Noble has hereunto set his hand this 25th day of February, 1994.

James Thomas Noble

James Thomas Noble

245419

RECORDED Feb. 25, 1994 2:35PM
IN BOOK 42 Misc. PAGE 513
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by James Thomas Noble this 25th day of February, 1994.

Witness my hand and official seal.

Notary Public

My commission expires:

JOHN S. MACKEY - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Aug. 4, 1997

ADDENDUM TO RESTRICTIONS GOVERNING HIGHLAND VIEW ESTATES AND HIGHLAND VIEW ESTATE SECOND FILING

WHEREAS, the undersigned is the sole member of the original governing committee for both Highland View Estates and Highland View Estates, Second Filing subdivisions; and

WHEREAS, the undersigned has the authority to modify the existi. restrictions recorded for these subdivisions; and

Whereas, the undersigned wishes to modify the restrictions of record to better serve the owners of lots in these subdivisions;

NOW, THEREFORE,KNOW ALL MEN BY THESE PRESENTS; that all lots in Highland View Estates and Highland View Estates, Second Filing are subject to the following;

1. The recorded restrictions apply to both subdivisions unless specifically changed by this document.

2. Portions of article 4 and article 8 of the recorded restrictions are to be changed to the following. The restrictions may be waived, modified or amended only by a vote of at least seventy five per cent of the owners of lots in these subdivisions, in which each property owner is entitled to one vote, regardless of the number of lots owned by that property owner.

3. Both subdivisions are to be governed as one, that is, there shall be one common set of restrictions and one common governing committee.

4. At a meeting of the lot owners of these subdivisions, to be held February 22, 1994, an interim Governing Committee will be elected by those lot owners present. This committee is to consist of three owners of lots in these subdivisions. The purpose of this committee is to review the existing restrictions, recommend modifications if necessary, and to specifically provide for a means to elect a permanent committee. The permanent committee is to be made up of at least three owners of lots in these subdivisions, the members are to have staggered terms, and these committee members, as well as any modifications to the restrictions, are to be voted on by the owners of lots, in the method described in article 2, above.

245443

RECORDED Feb. 28, 1994 10:25AM
IN BOOK 62 misc. PAGE 515
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Cathy Saxton

5. Upon election, the three person interim committee will immediately replace the original governing committee and any authority over, or involvement in, the affairs of these subdivisions by the undersigned shall cease to exist.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of February, 1994.

Robert A. Harrower

STATE OF WYOMING }
} SS
COUNTY OF SUBLETTE }

The foregoing instrument was acknowledged before me by Robert A. Harrower, to me personally known, on this 22nd day of February 1994.

Misty Haehn
NOTARY PUBLIC

My Commission Expires: March 12, 1995

MISTY HAEHN - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires March 12, 1995

517

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

IN AND FOR THE COUNTY OF SUBLETTE, STATE OF WYOMING

Probate No. 1464

FILED

IN THE MATTER OF THE ESTATE OF:)
)
MATILDA ROSE BERTAGNOLLI,)
)
Deceased.)

FEB 14 1994

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING
BY

DECREE APPROVING APPLICATION TO ESTABLISH RIGHT AND TITLE TO MINERAL INTERESTS

This matter having come on regularly to be heard by the Court on an Application for a Decree Establishing Right and Title to Certain Mineral Interests filed by Dolores Joan Kominsky, Florence Rose Krall and Barbara M. Wagner as surviving children of the above-named decedent, and it appearing that notice has been published and given to all interested parties according to law and there having been no objections to said Application filed herein; and the Court being fully advised in the premises,

NOW, THEREFORE, IT IS HEREBY ORDERED, that all of the decedent's undivided one-half (1/2) interest in and to all coal, uranium, Thorium, associated fissionable materials, and rare earths, and all other minerals, except oil and gas, in, upon or underlying certain real property located in Sublette County, Wyoming, and more particularly described as follows:

Township 32 North, Range 108 West, 6th P.M., Sublette County, Wyoming:

Section 1: SE¼SE¼
Section 11: NE¼
Section 12: All

245450
24 54 50

RECORDED Feb. 28, 1994 2:45 PM
IN BOOK 62 misc. PAGE 517
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Jackson

and all of decedent's undivided one-half (1/2) interest in and to all oil, gas and minerals, on, under and that may be produced from the following described lands situate in Sublette County, State of Wyoming, to-wit:

Township 27 North, Range 114 West, 6th P.M., Sublette County, Wyoming:

Section 1: Lots 1, 2, 3 and 4, and S½N½

be, and the same hereby are, determined to be owned by, and are hereby set over in undivided one-third (1/3) interests each to Dolores Joan Kominsky (P.O. Box 148, Kemmerer, Wyoming 83101), Florence Rose Krall (P.O. Box 99, Bondurant, Wyoming 82922), and Barbara M. Wagner (316 Polk, Rock Springs, Wyoming 82901).

IT IS FURTHER ORDERED that pursuant to Section 2-1-205, W.S. A. (1977), as amended, a certified copy of this Decree shall be filed with the County Clerk and ex-Officio Register of Deeds in and for the County of Sublette, State of Wyoming, this Decree being presumptive evidence of the title to the aforementioned mineral interests.

DATED this 11th day of February, 1994.

District Judge

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

519

538197

AFFIDAVIT OF SURVIVORSHIP

NATRONA CO. CLERK, WY
MARY ANN COLLINS
RECORDED

245453

RECORDED Sub. 28 1994 9:50 AM
IN BOOK Misc. PAGE 519
FEES 10.00
SUBLETTE COUNTY CLERK

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

'94 FEB 10 AM 10 17

By Cathy Sayton

Ruth J. Engelhardt of lawful age, being first duly sworn upon oath, deposes and states as follows:

1. That this affiant is the surviving spouse of Gilbert E. Engelhardt. That this affiant and Gilbert E. Engelhardt were wife and husband until the death of said Gilbert E. Engelhardt on December 25, 1993.

2. That the said Gilbert E. Engelhardt died at Casper, Natrona County, Wyoming, on December 25, 1993 which fact of death is corroborated by the certified copy of Certificate of Death issued by Vital Records Services, Division of Health and Medical Services, Wyoming Department of Health and Social Services, Cheyenne Wyoming, which certificate is attached hereto and by this reference made a part of this Affidavit.

3A. That this affiant and her husband acquired by a Warranty Deed with Release of Homestead from Monty L. Hopkins and Polly A. Hopkins, husband and wife, the real property described as:

Lot 12 and the South 1/2 of Lot 14, Block 138 Alexander's Resubdivision Wyoming, together with all buildings and improvements there on situate.

which Warranty Deed was dated April 16th, 1977 and recorded April 18, 1977 in Book 275 of Deeds at Page 545, in the office of the County Clerk of Natrona County, Wyoming.

3B. Also the affiant and her husband acquired by a Warranty Deed from Fay C. Barger and Anne Barger, husband and wife, the real property described as:

Lot 36, Block 8, Barger Subdivision, Sublette County Wyoming, together with all improvements thereon situate.

which Warranty Deed was dated April 5, 1976, and recorded July 8, 1977 in Book 19 of Deeds at Page 323, in the office of the County Clerk of Sublette County, Wyoming.

Ruth J Engelhardt

-> 10

4. That by reason of the Death of said Gilbert E. Engelhardt, and the marital status of the parties on the date of said deeds and the continuation of such status until the death of said Gilbert E. Engelhardt, the estate by the entireties in the above described real properties was terminated on December 25, 1993, and this affiant, Ruth J. Engelhardt is now the sole and exclusive owner of said real properties.

5. This Affidavit is made for the purpose of furnishing a recordable showing of the termination of the estate by the entireties and the sole ownership of said properties in affiant.

Ruth J. Engelhardt

Ruth J. Engelhardt

Subscribed and sworn to before me by Ruth J. Engelhardt this 31st day of January, 1994.

JUDY ELLIS - Notary Public

My Commission Expires Feb. 10, 1994

Judy Ellis

Notary Public

My Commision expires Feb 10, 1994

538197

521

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

000539
LOCAL FILE NUMBER

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1 DECEDENT-NAME FIRST	MIDDLE	LAST	2 SEX	3. DATE OF DEATH (Mo., Day, Yr.)
GILBERT	ERNEST	ENGELHARDT	Male	December 25, 1993

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.)
523 07 4380	74					November 8, 1919

7a PLACE OF DEATH (Check only one)
HOSPITAL [X] Inpatient [ ] ER/Outpatient [ ] DOA OTHER: [ ] Nursing Home [ ] Residence [ ] Other (Specify)

7b FACILITY NAME (If not institution, give street and number)	7c. CITY, TOWN, OR LOCATION OF DEATH	7d COUNTY OF DEATH
Wyoming Medical Center	Casper	Natrona

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)
Colorado	M[illegible]ed	Ruth J. Dodrill

11 WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no)	[illegible]CUPATION (Give kind of work done during most of working life, even if retired)	12b. KIND OF BUSINESS OR INDUSTRY
Yes	Soldier	Army

13a RESIDENCE - STATE	13b COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Natrona	Casper	1050 East 19th

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

PARENTS

17 FATHER'S NAME First Middle Last	18 MOTHER'S NAME First Middle Maiden Surname
Alfred P. Engelhardt	Katherine Lubsock

INFORMANT

19a INFORMANT-NAME (Type or Print)	19b RELATIONSHIP TO DECEDENT
Ruth Engelhardt	Wife

19c. MAILING ADDRESS (STREET OR R F D NUMBER, CITY OR TOWN, STATE, ZIP CODE)
1050 East 19th, Casper, Wyoming 82601

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	12-29-93	Oregon Trail Veterans Ceme.	Evansville, Wyoming

21a FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
[signature]	322	Bustard Funeral Home	35	Box 2176, Casper WY 82602

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

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

22b DATE SIGNED (Mo., Day, Yr.)	22c HOUR OF DEATH
1-4-94	2:45 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)
Steve Webb, M.D., 1300 East A #101, Casper, Wyoming 82601

25a REGISTRAR (Signature) [signature] 25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) January 6, 1994

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 [illegible]piratory Failure	Weeks
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): COPD / CHF	Years
	c DUE TO (OR AS A CONSEQUENCE OF):	
	d	

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

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

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

JAN 11 1994

VR 2-89
2/91 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 January 19, 1994

[signature]
Deputy State Registrar

538197

The State of _____)
: ss.
County of _____)

[redacted] ORDED March 1, [redacted]
IN BOOK 62 Misc PAGE 522
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

A F F I D A V I T

DAISY L. OSBORNE, of lawful age, being first duly sworn upon her oath according to law, deposes and says:

1. That Allen Lloyd Keeney, also known as Allen L. Keeney, died testate at Aurora, Arapahoe County, Colorado, on November 10, 1993.

2. That on the 1st day of July, 1987, Daisy Osborne and Allen L. Keeney, as joint tenants with rights of survivorship, purchased the following described real property from Daisy Osborne, a single person:

> Lot Eight (8) Swingers Greens Subdivision as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;
>
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;
>
> SUBJECT TO reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use; to prior mineral reservations of record; and to Restrictions Governing Swingers Greens Subdivision recorded in the office of the County Clerk, Sublette County, Wyoming.

3. That Daisy Osborne, a single person, duly and regularly executed and delivered a Warranty Deed dated July 1, 1987, in favor of Daisy Osborne and Allen L. Keeney, as joint tenants with rights of survivorship, Grantees, which Warranty Deed was filed for record in the office of the County Clerk within and for Sublette County, Wyoming, on the 2nd day of July, 1987, in Book 27 of Deeds, Page 461.

4. 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 Daisy Osborne and Allen L. Keeney, as joint tenants with rights of survivorship which created an joint tenancy with rights of survivorship, and they owned and held the title to said real property as such joint tenants continuously from said July 1, 1987, until the death of Allen L. Keeney on November 10, 1993.

5. That Daisy Osborne survived Allen L. Keeney and by virtue thereof, said joint tenancy vested in her upon the death of said Allen L. Keeney, 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.

6. That this affidavit is made in accordance with the provisions of Section 2-9-102, Wyoming Statutes, 1977, and that the Certificate of Death hereunto annexed, and by this reference

certificate of the decedent, Allen L. Keeney, certified to by the public authority in which such original death certificate is made of record.

Dated this 21ST day of FEBRUARY, 1994.

Daisy L. Osborne

Daisy Osborne

Subscribed and sworn to before me this 21ST day of FEBRUARY, 1994.

My commission expires:

3-5-98

Notary Public

[redacted]

STATE OF COLORADO

CERTIFICATE OF DEATH

STATE FILE NU[redacted]

DECEDENT

1 DECEDENT'S NAME (First Middle Last): Allen Lloyd KEENEY

2 SEX: Male

3 DATE OF DEATH (Month, Day, Year): Nov. 10, 1993

4 SOCIAL SECURITY NUMBER: 520-30-1910

5a AGE Last Birthday (Years): 60

5b UNDER 1 YEAR: Mins / Days

5c UNDER 1 DAY: Hrs / Mins

6 DATE OF BIRTH (Month Day, Year): July 19, 1933

7 BIRTHPLACE (City and State or Foreign Country): Salt Lake City, Utah

8 WAS DECEDENT EVER IN U.S. ARMED FORCES? Yes X No

9a PLACE OF DEATH (Check only one): HOSPITAL Inpatient X ER/Outpatient DOA; OTHER Nursing Home Residence Other (Specify)

9b FACILITY NAME (If not institution give street and number): Aurora Regional Medical Center

9c CITY, TOWN, OR LOCATION OF DEATH: Aurora

9d COUNTY OF DEATH: Arapahoe

10a DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired): Teacher

10b. KIND OF BUSINESS/INDUSTRY: Education

11 MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify): Married

12 SPOUSE (If wife, give maiden name): Jean D. Yates

13a RESIDENCE STATE: WY.

13b COUNTY: Sweetwater

13c CITY, TOWN, OR LOCATION: Rock Springs

13d STREET AND NUMBER: 1509 Sublette

13e INSIDE CITY LIMITS? X Yes No

13f ZIP CODE: 82901

14 WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes - If yes, specify Cuban, Mexican, Puerto Rican, etc.) X No Yes Specify

15 RACE - American Indian, Black, White, etc. (Specify): White

16 DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary or secondary (0 through 12) College (13 through 16 or 17+): 17+

PARENTS

17 FATHER'S NAME (First, Middle, Last): Albert L. Keeney

18 MOTHER'S NAME (First, Middle, Last (Maiden Name)): Daisy Lovewell

19 INFORMANT'S NAME and relationship to deceased: Jean Keeney-Wife

DISPOSITION

20a METHOD OF DISPOSITION: Burial X Cremation Removal from State; Donation Other (Specify)

20b PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): Horan & McConaty Crematory

20c. LOCATION - City or Town, State: Aurora, Co.

21a SIGNATURE OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH: John Horan

21b. NAME AND ADDRESS OF FACILITY: Horan & McConaty Funeral Service*Cremation 3201 So. Parker Rd. Aurora, Co. ZIP: 80014

22a REGISTRAR'S SIGNATURE: Lois L. Schmitt, Deputy

22b. DATE FILED (Month, Day, Year): NOV. 18 1993

23 TIME OF DEATH: 7:02 A.M.

24 DATE PRONOUNCED DEAD: Month Nov. Day 10 Year 1993 Hour 7:02 A.M.

25. WAS CORONER NOTIFIED? (Yes or No): Yes

CERTIFIER

TO BE COMPLETED ONLY BY CERTIFYING PHYSICIAN

26 To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner as stated

Signature: John C. Eldridge

28 DATE SIGNED (Month, Day, Year): Nov. 10, 1993

TO BE COMPLETED BY CORONER

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

Signature

29 DATE SIGNED (Month, Day, Year)

30 NAME, TITLE AND MAILING ADDRESS OF CERTIFIER/CORONER (Type/Print): Joan Eldridge M.D., 1421 So. Potomac St. #40 Aurora, Co. ZIP: 80012

31 NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type/Print)

1 _____

2 _____

3 _____

4 _____

5 _____

32 MANNER OF DEATH: X Natural; Accident; Suicide; Homicide; Pending Investigation; Undetermined Manner

33a. DATE OF INJURY (Month, Day, Year)

33b. TIME OF INJURY M

33c. INJURY AT WORK? Yes No

33d. DESCRIBE HOW INJURY OCCURRED

33e. PLACE OF INJURY-At home, farm, street, factory, office building, etc. (Specify)

33f. LOCATION (Street and Number or Rural Route Number, City, County, State)

CAUSE OF DEATH

34. 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) alone.

PART I

(a) cardiopulmonary arrest — Interval between onset and death

DUE TO OR AS A CONSEQUENCE OF

(b) lung cancer — Interval between onset and death

DUE TO OR AS A CONSEQUENCE OF

(c) — Interval between onset and death

PART II SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause in PART I (e.g. Abuse of alcohol, abuse, obesity, smoker)

35. AUTOPSY (Yes or No): No

36. IF YES were findings considered in determining cause of death?

TRI-COUNTY HEALTH DEPARTMENT

STATE OF COLORADO

I hereby certify this document is a true and correct copy of the record in my custody. Issued this 18th day of November 1993 A.D.

This is not valid unless prepared by blue basketweave paper and impressed with the raised seal of Tri-County Health Department.

PENALTY BY LAW if any Person alters, uses, attempts to use or furnishes to another for deceptive use any vital statistics certificate.

H. H. Rohrer M.D.

H. H. Rohrer, M.D., Registrar
Adams, Arapahoe and Douglas Counties

Lois L. Schmitt, Deputy

Lois L. Schmitt, Deputy Registrar

5.24

525

State of Delaware

Office of the Secretary of State

I, WILLIAM T. QUILLEN, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE CERTIFICATE OF MERGER, WHICH MERGES:

"MESA OPERATING LIMITED PARTNERSHIP", A DELAWARE LIMITED PARTNERSHIP,

WITH AND INTO "MESA SUB 1, INC." UNDER THE NAME OF "MESA OPERATING CO.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, WAS RECEIVED AND FILED IN THIS OFFICE THE FIFTH DAY OF JANUARY, A.D. 1994, AT 4:30 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.

245465

RECORDED Mar 1 1994 11:39AM
IN BOOK 62 MISC 44 PAGE 525
FEES $ 6.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
BY Cathy Sexton

William T. Quillen, Secretary of State

2366033 8330

944018977

7026572

02-14-94

245513

RECORDED March 8, 1994 9:30AM
IN BOOK 62 Misc. PAGE 526
FEES $6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

AFFIDAVIT

WILLIAM A. BURZLANDER and DORIS L. BURZLANDER, husband and wife, Pinedale, County of Sublette and State of Wyoming, being of lawful age, each being duly sworn upon his oath according to law; depose and say:

1. That they are the owners of certain real property located in the County of Sublette and State of Wyoming, to-wit:

All of Lot 1, and the north 96 feet of Lots 2,3, and 4, Block 1, Feltner Addition to the Town of Pinedale, Wyoming

2. That on the 16th day of March, 1979, an agreement for the sale and purchase of said real property was entered into by and between said William A. Burzlander and Doris L. Burzlander as seller and Fredric J. Samulski and Rosemary Samulski and Donald F. Tegeler and Jill Mary Tegeler as buyer.

3. That said agreement was assigned by Fredric J. Samulski and Rosemary Samulski and Donald F. Tegeler and Jill Mary Tegeler on or about November 1, 1988 to Few Investments, Nancy O. Stevens, General Partner and Jarlath Mortenson, General Partner.

Further affiants sayeth not.

William A Burzlander
William A. Burzlander

Doris L Burzlander
Doris L. Burzlander

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

Subscribed and sworn to before me this 20th day of December, 1988, by William A. Burzlander and Doris L. Burzlander.

Aileen M. Bailey
Notary Public

Aileen M. Bailey Notary Public
County of Sublette State of Wyoming
My Commission Expires Sept. 17, 1990

526

AGREEMENT

This Agreement, made this 6 day of May, 1963 by and between

.....

hereinafter called "the owner" and Frank B. Bray Jr. & Shriley L. Bray, Husband & Wife hereinafter called "the buyer."

That the owner and the buyer for the consideration hereinafter named covenant and agree as follows:

1. The owner agrees to sell to the buyer, and the buyer agrees to buy from the owner, the following described real property located in Sublett County, State of Wyoming:

A tract of land consisting of 10 acres described as:
SE¼NW¼NE¼ of Section 35, T30N,R112W
Sublette County, Wyoming

2. The purchase price for said property shall be the sum of $25,500.00, payable as follows:

(a) The sum of $1,000.00 down upon the execution of this agreement, the receipt of which is hereby acknowledged. Work & Materials Furnished

(b) $5,450.00 at the time of closing this purchase and sale transaction.

(c) The balance of said purchase price upon consummation of a conventional loan to be secured by the buyer through 1st Nat. Bank of Casper, Wyo. in the amount of not less than $19,000.00. The buyer shall, in addition, pay all costs of closing said loan.

3. The buyer agrees to prosecute the application for the aforesaid loan with reasonable diligence but if, through no fault of buyer, said loan is not approved by the Bank within 30 days from the date of this Agreement, then this Agreement shall terminate and the owner will, on demand, refund to the buyer the aforesaid down payment. The buyer agrees to consummate said loan as soon as possible after its approval. If buyer fails to prosecute an application for said loan with reasonable diligence, or if, after approval thereof, buyer fails to consummate said loan and to pay the balance due hereunder within thirty days after the loan funds are available, then the owner may, at its option, without notice, declare this contract null and void and retain the down payment hereunder as liquidated damages for the breach hereof.

4. Upon tender of the balance of the purchase price, the owner will execute and tender for delivery a warranty deed conveying a valid, merchantable title in fee simple to the above-described property to the buyer, free and clear of all liens, encumbrances and title defects, except patent reservations, building and use restrictions, rights of way and easements, taxes for the year 1963 and subsequent years, and paving and drainage district assessments. Taxes and assessments for the current year shall be pro-rated to the date hereof.

5. The owner will furnish Title insurance and warranty deed to the above-described land showing a good, merchantable title in fee simple in said owner, as above provided.

6. The buyer shall be entitled to possession of the above-described premises as soon as possible. The above described property will be insured against fire and the hazards covered by extended coverage insurance from the date the buyer takes possession at the expense of buyer, which insurance shall be payable to the parties as their interests may appear.

7. Time is of the essence hereof, and in case of the failure of the buyer to perform the agreements on his part to be performed, the owner shall have the right to declare this agreement void and to recover possession of the above premises and to retain all monies paid on this contract as rent and liquidated damages, and to take immediate possession of the premises and to recover damages sustained by reason of any holding over without permission or by reason of waste and damage committed or suffered on said premises.

8.

245533

RECORDED March 9 1994 10:25AM
IN BOOK 42 Misc PAGE 527
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

Kathy Quintard
Witness

Frank B Bray Jr
x Shirley L Bray
Owner

Karen D. Wong
Witness

Buyer

ACKNOWLEDGEMENT

State of Wyoming)
)ss.
County of SUBLETTE)

The foregoing instrument was acknowledged before me by FRANK B & SHIRLEY L BRAY, this 14th day of FEBRUARY, 19 94

Witness my hand and official seal.

LELA L. SANDERS
NOTARY PUBLIC
Sublette County, WY
My Commission expires
11-4-96

(Seal)

Lela L Sanders

Notary Public (Print or type name) LELA L SANDERS

My commission expires: NOV 4. 1996

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STATE OF WYOMING	)	IN THE DISTRICT COURT
	) ss.	
COUNTY OF SUBLETTE	)	NINTH JUDICIAL DISTRICT
IN THE MATTER OF THE ESTATE	)	PROBATE NO. 1415
OF DALLAS E. CARSON,	)	
Deceased.	)	

FILED

MAR 7 1994

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
SUBLETTE WYOMING
BY

ORDER NUNC PRO TUNC

THIS MATTER has come before the Court on the Motion For Order Nunc Pro Tunc of the Personal Representative of the above captioned Estate, by and through the Estate Attorney, RALPH E. WOOD. This Motion prays the Court for an Order Nunc Pro Tunc correcting an erroneous description contained in that certain Order Approving Final Report And Petition For Decree Of Distribution as entered herein on February 14, 1994. The Court has reviewed said Motion and its accompanying exhibit and finds that the concerned legal description was in error, was caused by a clerical or typing error and should be corrected.

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

That that certain Order Approving Final Report And Petition For Decree Of Distribution be and hereby is amended to read as follows:

ORDER APPROVING FINAL REPORT AND PETITION FOR DECREE OF DISTRIBUTION

WHEREAS, Francois S. Dillman, Petitioner herein, the Personal Representative of the Estate of DALLAS E. CARSON, deceased, did file a Final Report And Petition For Distribution herein, which document is now incorporated herein by this reference, which said Petition prayed in relevant part for an Order Approving Final Report And Decree Of Distribution, and for other relief as may appear necessary, proper or equitable under the circumstances shown and proper notice of the hearing on said Petition having been given and no objections having been made thereto;

The Court finding the said report did represent truly the administration and condition of the said estate, and did show that Francois S. Dillman, the Personal Representative, in fact, has administered fully the said decedent's estate in a prudent manner and according to law, and that the said Petition did contain a proposed schedule of distribution, which properly reflected the provisions of the statutes of the

245540

RECORDED March 9, 1994 11:00AM
IN BOOK 102 Misc. PAGE 529
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

State of Wyoming and the Last Will And Testament of the decedent insofar as the same may be applied to the property remaining in the said estate;

The Court finding that all parties entitled to notice of said Petition have been served with copies of said Petition according to statute and that no objections thereto have been filed;

NOW THEREFORE, IT IS HEREBY ORDERED AND DECREED:

1. That the said Final Report And Petition For Decree Of Distribution heretofore filed in the Estate by the Petitioner be and the same hereby is approved and allowed.

2. That the Personal Representative is authorized to pay all costs and fees set out therein and as otherwise associated with the probate of this estate.

3. That Francois S. Dillman be and hereby is distributed as her sole and separate property the following items of personal property:

(a) 1976 Ford Pickup, VIN F14YRC80078, Wyoming Title 23-T-2017;
(b) Personal effects of Dallas A. Carson, deceased.

4. That Francois S. Dillman be and hereby is distributed a life estate for her life in and to the real property described as:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block Fourteen (14) and Lots One (1), Two (2), Three (3), Block Nineteen (19) of the Town of Boulder, 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 Francois S. Dillman be and hereby is awarded and granted a lien in the amount of $54,820.62 against and on the real property described as:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block Fourteen (14) and Lots One (1), Two (2), Three (3), Block Nineteen (19) of the Town of Boulder, 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.

This lien is in consideration of the claim of Francois S. Dillman as filed herein and which is hereby allowed. This allowed claim and lien is in the principal amount of

$31,546.13 plus interest from 10/4/83 at the rate of 7% per annum through 1/20/94 in the amount of $23,274.49 for a total of $54,820.62. Interest shall continue to accrue at said rate on the principal amount until paid. This lien is in the nature of an equitable mortgage and may be foreclosed in the same manner as a mortgage upon the demand of the holder thereof.

6. That Tammy Quimby be and hereby is distributed as her sole and separate property the real property described as:

> Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block Fourteen (14) and Lots One (1), Two (2), Three (3), Block Nineteen (19) of the Town of Boulder, 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;

This property is distributed to Tammy Quimby subject to the life estate and lien distributed and awarded to Francois S. Dillman above.

7. That Francois S. Dillman be and here by is awarded a life estate for her life in and to any and all after discovered property of Dallas E. Carson, deceased, of whatsoever nature and wheresoever located.

8. That Tammy Quimby be and hereby is distributed as her sole and separate property any and all after discovered property of Dallas E. Carson, deceased, of whatsoever nature and wheresoever located, subject to the life estate of Francois S. Dillman awarded above.

DATED this 5th day of March, 1994.

D. TERRY ROGERS
Judge of the District Court

THE STATE OF WYOMING
COUNTY OF SUBLETTE
I, MARILYN H. JENSEN, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND IN THE STATE FORESAID DO HEREBY CERTIFY THE FOREGOING TO BE A FULL, TRUE AND COMPLETE COPY.
SUBLETTE COUNTY

MEMORANDUM OF RECIPROCAL RIGHTS OF FIRST REFUSAL

WHEREAS, BRUCE C. GOOCH, has recently conveyed his interest in the real property described in Exhibit "A" hereto to MARY ANN MOLINE; and,

WHEREAS, MARY ANN MOLINE has recently conveyed her interest in the real property described in Exhibit "B" hereto to BRUCE C. GOOCH; and,

WHEREAS, said conveyances were made in conjunction with a certain agreement between BRUCE C. GOOCH and MARY ANN MOLINE, f/k/a MARY ANN GOOCH, entitled Marital Settlement Agreement, dated November 5, 1992; and,

WHEREAS part of the mutual consideration for said conveyances was the creation of reciprocal rights of first refusal in BRUCE C. GOOCH and MARY ANN MOLINE as to the parcels of real property they each conveyed; and,

WHEREAS, the terms of said reciprocal rights of first refusal are contained in Section 7 of the Marital Settlement Agreement; and,

WHEREAS, said Section 7 of the Marital Settlement Agreement provided in part that said reciprocal rights of first refusal shall be evidenced by a memorandum to be recorded with the Sublette County Clerk.

NOW THEREFORE, IN PARTIAL CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES SET OUT BELOW, THE PARTIES HERETO CONTRACT AND AGREE AS FOLLOWS:

BRUCE C. GOOCH shall have a right of first refusal to purchase the real property described in Exhibit "A" hereto and MARY ANN MOLINE shall have a right of first refusal to purchase the real property described in Exhibit "B" hereto. These reciprocal rights of first refusal shall become exercisable in the event either party ("The Seller") decides to transfer, sell, assign or otherwise convey their respective parcels, or portions thereof, and receives from a third party an acceptable bonafide offer to purchase such real property, or a portion thereof. The Seller shall promptly notify the other party of the price, terms and conditions of said offer and the other party shall have the right of first refusal and privilege (hereafter the "option") of purchasing the subject property at such price and upon such terms and conditions offered, provided that the other party notifies, by certified mail, The Seller of his or her intention to exercise the option within ten (10) days of receipt of notice from The Seller. These reciprocal rights of first refusal shall continue in force and effect until the earlier of the following occurrences: The failure to exercise the option after notice as to the respective subject properties, or a portion thereof; the

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RECORDED March 9, 1994 11:15 AM
IN BOOK 42 Misc. PAGE 532
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Saxton

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death of both BRUCE C. GOOCH and MARY ANN MOLINE; or January 1, 2035. In the event that the other party does not exercise his or her right of first refusal, and The Seller does not consummate the sale to the third party offeree in accordance with the terms and conditions of the offer, then the other party's right of first refusal shall once again be applicable to the particular real property.

Regardless of the provisions of this Memorandum Of Reciprocal Rights Of First Refusal, the rights created hereby shall not attach to, affect or be an encumberance on any portion of the real property described in Exhibit "B" hereto which shall be located east of the west boundary of Sublette County Road #23-119 (Willow Lake Road), either in its present location or as relocated at a later date.

DATED this 7th day of March, 1994.

Bruce C. Gooch
BRUCE C. GOOCH

DATED this 7th day of March, 1994.

Mary Ann Moline
MARY ANN MOLINE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum Of Reciprocal Rights Of First Refusal,** was acknowledged before me by BRUCE C. GOOCH, this 7th day of March, 1994.

Witness my hand and official sale.

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 Reciprocal Rights Of First Refusal,** was acknowledged before me by MARY ANN MOLINE, this 7th day of

March, 1994.

Witness my hand and official sale.

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

EXHIBIT "A"

Beginning at a point on the north line of the Trails End Subdivision, a subdivision of record in the Sublette County Clerk's Office, said point bears N.83°17'21"E., a distance of 1421.00 feet from the W¼ corner of Section 33;
thence S.89°57'44"W., along the north line of Trails End Subdivision, a distance of 376.81 feet;
thence S.89°57'40"W., continuing along the north line of said Trails End Subdivision, a distance of 1036.39 feet to a point on the east line of said NW¼;
thence N.00°40'31"W., along the east line of said NW¼ a distance of 1167.47 feet to the N1/16 corner common to Sections 32 and 33, Township 34 North, Range 109 West;
thence N.00°28'24"E., continuing along said east line a distance of 6.91 feet;
thence N.38°49'03"E., (Record N.37°08'E.), a distance of 211.97 feet, (Record 216 feet);
thence N.08°31'58"E., (Record N.08°33'E.), a distance of 856.01 feet, (Record 856 feet);
thence N.84°18'37"E., (Record N.84°19"E.), a distance of 616.15 feet, (Record 616 feet);
thence N.86°53'52"E., (Record N.86°54'E.), a distance of 445.66 feet, (Record 445.8 feet);
thence N.86°52'55"E., (Record N.86°54'E.), a distance of 354.17 feet, (Record 354 feet);
thence N.03°23'15"E., (Record N.03°24'E.), a distance of 209.97 feet, (Record 210 feet), to a point on the north line of NW¼;
thence S.89°59'23"E., along said north line a distance of 962.10 feet to the N¼ corner of said Section 33;
thence S.89°53'30"E., continuing along said north line a distance of 678.76 feet to the WE1/64 corner common to Sections 28 and 33, Township 34 North, Range 109 West;
thence S.89°50'34"E., continuing along said north line a distance of 115.55 feet to a point on the west right-of-way of Sublette County Road No. 23-119;
thence S.23°37'09"W., along said west right-of-way a distance of 1401.00 feet;
thence southwesterly, continuing along said right-of-way along the arc of a curve with a length of 474.40 feet, and a central angle of 9°00'01", to a point;
thence N.61°29'30"W., a distance of 444.41 feet;
thence N.84°49'02"W., a distance of 923.63 feet;
thence S.00°43'15"E., a distance of 1061.53 feet to the point of beginning.
Said parcel contains 126.303 acres, more or less.

EXHIBIT "B"

A parcel of land located in the SE¼NW¼, SW¼SW¼NE¼, NW¼SW¼NE¼, NE¼SW¼NE¼, SW¼NW¼NE¼, W½SE¼NW¼NE¼, and the N½NW¼NE¼ of Section 33, Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, and being more particularly described as follows:

Beginning at a point on the north line of the Trails End Subdivision, a subdivision of record in the Sublette County Clerk's Office, said point bears N.83°17'21"E., a distance of 1421.00 feet from the W¼ corner of Section 33;

thence N.00°43'15"W., a distance of 1061.53 feet;

thence S.84°49'02"E., a distance of 923.63 feet;

thence S.61°29'30"E., a distance of 444.41 feet to a point on the west right of way of Sublette County Road No. 23-119;

thence northeasterly, continuing along said right of way along the arc of a curve with a length of 474.40 feet and a central angle of 9°00'01" to a point;

thence N.23°37'09"E., continuing along said right of way a distance of 1401.00 feet to a point on the north line of the N½NW¼NE¼;

thence S.89°50'04"E., along said north line a distance of 562.64 feet to the northeast corner of said N½NW¼NE¼;

thence south along the east line of said N½NW¼NE¼, a distance of 668 feet, more or less, to the southeast corner of said N½NW¼NE¼;

thence west along the south line of said N½NW¼NE¼, a distance of 342 feet, more or less, to the northeast corner of the W½SE¼NW¼NE¼;

thence south along the east line of said W½SE¼NW¼NE¼ a distance of 668 feet, more or less, to the southeast corner of said W½SE¼ NW¼NE¼, said corner being identical with the northeast corner of Lot 1 of the Denney Subdivision, a subdivision of record in the Sublette County Clerk's Office;

thence S.89°38'25"W., along the north line of said subdivision, said line being identical with the south line of said W½SE¼NW¼NE¼, a distance of 178.30 feet to the northwest corner of said Lot 1 of the Denney Subdivision;

thence south along the west line of said Lot 1 a distance of 183.83 feet, more or less, to the thread of channel of Pine Creek;

thence S.65°38'35"W., a distance of 168.46 feet, more or less, along said thread of channel to an intersection with the east line of the NW¼SW¼NE¼, said intersection being identical with the northwest corner of Lot 3 of the Denney Subdivision;

thence S.00°56'37"E., along the west line of said Lot 3 a distance of 413.53 feet, more or less, to the southeast corner of said NW¼SW¼NE¼;

thence S.00°46'E., along the east line of the SW¼SW¼NE¼, a distance of 501 feet, more or less, to a point on said east line which is 10 rods (165 feet) N.00°46'W., of the southeast corner of said SW¼SW¼ NE¼;

thence S.89°35'W., along a line parallel to the south line of said

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SW¼SW¼NE¼, a distance of 665 feet, more or less to an intersection with the north-south mid-section line;
thence S.89°58'06"W., a distance of 229.98 feet to the northeast corner of Lot 15 of said Trails End Subdivision;
thence S.89°56'59"W., along the north line of said Lot 15 a distance of 667.88 feet to the northwest corner of said Lot 15;
thence S.89°57'44"W., along the north line of Lot 8 of said Trails End Subdivision, a distance of 355.00 feet to the point of beginning.
Said parcel contains 66.8 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.
(This description was compiled using information of record in the Sublette County Courthouse. Whereas surveys and descriptions of different time periods were utilized, an actual field survey of the land described would show some discrepancies of the bearings and distances. The description uses language which should make the intent clear, however.)

ASSIGNMENT OF INTEREST IN JOINT VENTURE

WHEREAS, on 3/12/84, BRUCE C. GOOCH, MARY ANN GOOCH, GEORGE A. MENSTER and EUROIA M. MENSTER did enter into a certain Joint Venture Agreement; and,

WHEREAS, said Joint Venture Agreement was made of record by a certain Memorandum Of Agreement recorded on 6/4/84 at Book 45 of Miscellaneous, Page 395, in the office of the County Clerk, Sublette County, Wyoming; and,

WHEREAS as part of a separate agreement, BRUCE C. GOOCH has covenanted and promised to assign and convey his interest in the joint venture evidenced by said Joint Venture Agreement to MARY ANN MOLINE;

NOW THEREFORE, IN EXCHANGE FOR VALUABLE CONSIDERATION RECEIVED FROM MARY ANN GOOCH, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED:

BRUCE C. GOOCH does hereby assign and convey unto MARY ANN MOLINE, all of his right, title and interest in the joint venture evidenced by the Joint Venture Agreement executed on 3/12/84 by and between BRUCE C. GOOCH, MARY ANN GOOCH, GEORGE A. MENSTER and EUROIA M. MENSTER.

DATED this 7th day of March, 1994, to be effective as of November 5, 1992.

Bruce C Gooch
BRUCE C. GOOCH

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Assignment Of Interest In Joint Venture** was acknowledged before me by BRUCE C. GOOCH this 7th day of March, 1994.

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

245547

RECORDED March 9 1994 11:20AM
IN BOOK 112 Misc. PAGE 588
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

5-28

GRANT OF SURFACE RESTRICTION

WHEREAS, WESTERN WYOMING ENERGY, A Wyoming Partnership is owner of the minerals and mineral rights appurtenant to and underlying the real property described in Exhibit "A" hereto from a depth of 200 feet down, hereinafter referred to as the Minerals,; and,

WHEREAS, MARY ANN MOLINE, is the owner of the surface of the real property described in Exhibit "A" hereto; and,

WHEREAS, in consideration of certain other agreements entered into by MARY ANN GOOCH for the benefit of WESTERN WYOMING ENERGY, WESTERN WYOMING ENERGY has agreed to grant to MARY ANN MOLINE, a surface restriction which shall prevent any mineral exploration, development or production activity which would disturb the surface of the concerned real property without the written consent of the surface owner; and,

WHEREAS, WESTERN WYOMING ENERGY and MARY ANN MOLINE, wish to memorialize said grant of surface restriction;

NOW THEREFORE, IN EXCHANGE AND CONSIDERATION FOR MARY ANN GOOCH HAVING ENTERED INTO CERTAIN OTHER AGREEMENTS WHICH BENEFIT WESTERN WYOMING ENERGY, A WYOMING PARTNERSHIP; THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED;

WESTERN WYOMING ENERGY, A WYOMING PARTNERSHIP DOES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. That neither it, its successors in interest to the ownership of the Minerals nor their lessees shall disturb the surface of the real property described in Exhibit "A" hereto in connection with the exploration of, development of or production of the minerals located below a level 200 feet beneath said surface without first acquiring the written consent of MARY ANN MOLINE or her successors in interest.

2. That the rights and duties created and conveyed herein shall be for the benefit of, appurtenant to and shall run with the surface of the real property described in Exhibit "A" hereto and shall be a burden on, appurtenant to and shall run with the Minerals.

DATED this 7th day of March, 1994.

245549

RECORDED March 9, 1994 11:25AM
IN BOOK 62 Misc. PAGE 539
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sax[illegible]n

WESTERN WYOMING ENERGY,
A Wyoming Partnership:

BY: Bruce C. Gooch
BRUCE C. GOOCH, General Partner

BY: Mary Ann Moline
MARY ANN MOLINE, f/k/a
MARY ANN GOOCH, General
Partner

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by BRUCE C. GOOCH, General Partner, this 7th day of March, 1994.

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 instrument was acknowledged before me by MARY ANN MOLINE, f/k/a MARY ANN GOOCH, General Partner, this 7th day of March, 1994.

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

540

EXHIBIT "A"

Beginning at a point on the north line of the Trails End Subdivision, a subdivision of record in the Sublette County Clerk's Office, said point bears N.83°17'21"E., a distance of 1421.00 feet from the W¼ corner of Section 33;
thence S.89°57'44"W., along the north line of Trails End Subdivision, a distance of 376.81 feet;
thence S.89°57'40"W., continuing along the north line of said Trails End Subdivision, a distance of 1036.3[illegible] feet to a point on the east line of said NW¼;
thence N.00°40'31"W., along the east line of said NW¼ a distance of 1167.47 feet to the N1/16 corner common to Sections 32 and 33, Township 34 North, Range 109 West;
thence N.00°28'24"E., continuing along said east line a distance of 6.91 feet;
thence N.38°49'03"E., (Record N.37°08'E.), a distance of 211.97 feet, (Record 216 feet);
thence N.08°31'58"E., (Record N.08°33'E.), a distance of 856.01 feet, (Record 856 feet);
thence N.84°18'37"E., (Record N.84°19"E.), a distance of 616.15 feet, (Record 616 feet);
thence N.86°53'52"E., (Record N.86°54'E.), a distance of 445.66 feet, (Record 445.8 feet);
thence N.86°52'55"E., (Record N.86°54'E.), a distance of 354.17 feet, (Record 354 feet);
thence N.03°23'15"E., (Record N.03°24'E.), a distance of 209.97 feet, (Record 210 feet), to a point on the north line of NW¼;
thence S.89°59'23"E., along said north line a distance of 962.10 feet to the N¼ corner of said Section 33;
thence S.89°53'30"E., continuing along said north line a distance of 678.76 feet to the WE1/64 corner common to Sections 28 and 33, Township 34 North, Range 109 West;
thence S.89°50'04"E., continuing along said north line a distance of 115.55 feet to a point on the west right-of-way of Sublette County Road No. 23-119;
thence S.23°37'09"W., along said west right-of-way a distance of 1401.00 feet;
thence southwesterly, continuing along said right-of-way along the arc of a curve with a length of 474.40 feet, and a central angle of 9°00'01", to a point;
thence N.61°29'30"W., a distance of 444.41 feet;
thence N.84°49'02"W., a distance of 923.63 feet;
thence S.00°43'15"E., a distance of 1061.53 feet to the point of beginning.
Said parcel contains 126.303 acres, more or less.

TRANSFER OF PARTNERSHIP INTEREST

WHEREAS, MARY ANN MOLINE, f/k/a MARY ANN GOOCH, is a general partner in WESTERN WYOMING ENERGY, A Wyoming Partnership; and,

WHEREAS, under the terms of a separate agreement, MARY ANN MOLINE, f/k/a MARY ANN GOOCH has contracted to assign and convey said partnership interest unto BRUCE C. GOOCH;

NOW THEREFORE, IN CONSIDERATION OF CERTAIN VALUABLE CONSIDERATION HAVING BEEN DELIVERED TO MARY ANN MOLINE BY BRUCE C. GOOCH AND IN COMPLIANCE WITH THE TERMS OF THAT CERTAIN MARITAL SETTLEMENT AGREEMENT, DATED NOVEMBER 5, 1992;

MARY ANN MOLINE, f/k/a MARY ANN GOOCH, a married woman dealing in her sole and separate property, does hereby assign and convey all of her right, title and interest, (including all partnership, ownership and capital interest) in WESTERN WYOMING ENERGY, A Wyoming Partnership, unto BRUCE C. GOOCH.

DATED this 7th day of March, 1994.

Mary Ann Moline

MARY ANN MOLINE, f/k/a
MARY ANN GOOCH

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Transfer Of Partnership Interest** was acknowledged before me by MARY ANN MOLINE, f/k/a MARY ANN GOOCH, this 7th day of March, 1994.

Witness my hand and official seal.

Susan J. Hanson
Notary Public
State of
Wyoming
My Commission Expires:
Dec. 12, 1994

Susan J. Hanson

NOTARY PUBLIC

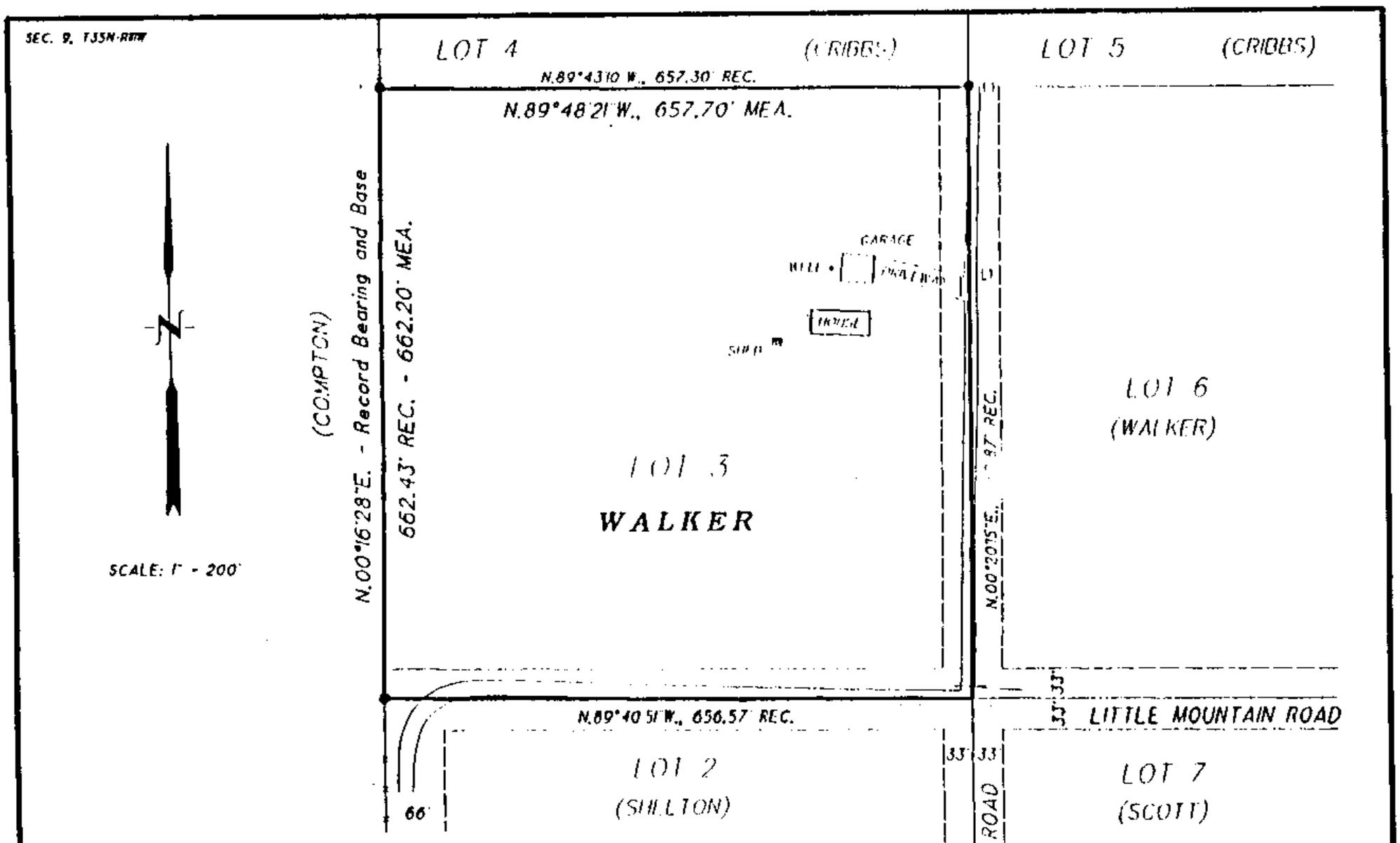
My Commission Expires: 12/12/94

245550

RECORDED March 9, 1994 11:25AM
IN BOOK 62 Misc. PAGE 542
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING

By Cathy Sexton

543



LEGEND:

- • 1½" aluminum cap on rebar found this survey stamped "RIO VERDE ENGR PELS 625"
- ▫ Electrical transformer and/or telephone pedestal
- — Drain pipe
- —x—x— Barbed wire and post fence
- — — — Right of Way line

NOTES:

1. Only foundations or footings were present at time of survey.
2. Both Little Mountain Road and Victorio Road are gravel surfaced.
3. The driveway is gravel surfaced.
4. There was no septic tank or leach field at time of survey.

CERTIFICATE OF SURVEYOR

I, Skylar V. Wilson, of Pinedale, Wyoming, Professional Land Surveyor No. 4274, hereby certify that this drawing is an accurate representation of a survey performed by me of Lot 3 of the Redstone Warren Bridge Subdivision, a subdivision of record in the Sublette County Courthouse, Sublette County, Wyoming, and all visible structures thereon on September 1, 1993, and that:

1. 5 VICTORIO ROAD is the Sublette County rural address of said property;
2. Said property is located on the WEST side of Victorio Road;
3. The nearest intersecting road is LITTLE MOUNTAIN ROAD, located adjacent to subject property on the south;
4. There are NO encroachments of, or onto adioining properties;

Professional Land Surveyor SKYLAR V. WILSON 4274 Wyoming Date 9/13/93

Skylar V. Wilson
Wyoming Professional Land Surveyor No. 4274

Owner: WALKER	LOT 3 REDSTONE WARREN BRIDGE SUBDIVISION Sublette County, Wyoming	Drawn by SW	Wyoming No.
		Checked by	Job No. 93203
		Sep. 13, 1993	Sheet 1 of 1

State of Wyoming)
) ss
County of Sublette)

Skylar V. Wilson

The foregoing instrument was acknowledged before me by SKYLAR V. WILSON this 23rd day of February, 1994.

Witness my hand and official seal.

PUBLIC SUBLETTE COUNTY

Bethany A. Fiddler
Notary Public

4/27/96
My Commission Expires:

245569

RECORDED March 10, 1994 11:20AM
IN BOOK 42 Misc. PAGE 543
FEES 4.00
COUNTY CLERK
SUBLETTE COUNTY CLERK

NOTES

1. THE BASE LINE FOR THIS SURVEY WAS THE NORTH–SOUTH MID–SECTION LINE BETWEEN THE C1/4 CORNER AND THE CN1/16 CORNER WITH A RECORD BEARING OF N 00°03'E, AS SHOWN ON THE FREMONT LAKE COUNTY ROAD NO. 23–154 RECORD PLAT.

2. THIS PROPERTY IS ZONED R–R.

3. THE BUILDING SETBACKS FOR LOTS 1 AND 2 ARE: FRONT = 40', REAR = 40', SIDES = 10'

4. THE WATER WELL SHOWN HAS BEEN ISSUED PERMIT NO. U.W. 91795 BY THE STATE BOARD OF CONTROL, IS NAMED THE BLAGG NO. 7 WELL, AND HAS A PRIORITY DATE OF MAY 27, 1993.

5. THERE ARE RESTRICTIVE COVENANTS OF RECORD ON THIS PROPERTY (29 MISC 566).

6. 3/4" DIAMETER REINFORCING ROD, ACCEPTED AS HAVING BEEN PREVIOUSLY SET BY PLS NO. 523, IS NOT ON LINE BETWEEN THE CN1/16 CORNER AND N1/4 CORNER OF SECTION 24, AS REQUIRED BY THE DESCRIPTION IN BOOK 32 OF WARRANTY DEEDS, PAGE 578 IN THE SUBLETTE COUNTY CLERK'S OFFICE. A 2" DIAMETER ALUMINUM CAP ON 5/8" X 24" REINFORCING ROD (AS DESCRIBED IN THE LEGEND) WAS SET BY ME AT THE INTERSECTION OF THE NORTHEAST PROPERTY LINE AND THE NORTH–SOUTH MID–SECTION LINE, THIS SURVEY. THE 3/4" REINFORCING ROD WAS LEFT, IN PLACE, FOR REFERENCE.

7. THE NORTHWEST RIGHT OF WAY MONUMENT AT STATION 63+93.9 IS SEVERELY DAMAGED. THEREFORE A CALCULATED POSITION IS SHOWN.

CERTIFICATE OF APPROVAL

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

PURSUANT TO SUBLETTE COUNTY REGULATIONS, THE FOREGOING PLAT OF THE BLAGG LOT DIVISION WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS, SUBLETTE COUNTY, WYOMING, HELD ON THE 15th DAY OF March, 1994. PLAT APPROVAL DOES NOT CONSTITUTE ACCEPTANCE OF THE STREETS AND/OR ROADWAYS AS COUNTY ROADS. DESIGNATION OF COUNTY ROADS IS ONLY ACCOMPLISHED BY COMPLIANCE WITH PROVISIONS OF SECTION 24–3–101, WYOMING STATUTES, 1977, AS AMENDED.

BOARD OF COUNTY COMMISSIONERS

COUNTY OF SUBLETTE

MONTE B. SKINNER, CHAIRMAN

DONALD R. WASSENBERG, COMMISSIONER

STUART M. MCKINLEY, COMMISSIONER

MARY L. LANKFORD, COUNTY CLERK
(ATTEST)

THE STATE OF WYOMING SUBLETTE COUNTY

945645

RECORDED March 17, 1994 9:00AM
IN BOOK 62 Misc. PAGE 544
FEES 60.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

DESIGNED BY:	SHEET 1 OF 1 SHEETS
DRAWN BY: SW	
CHECKED BY: SW	
FIELD BOOK: 14, 15	JOB NO. #94224

DATE:	DESCRIPTION/REVISION	NO.
3/15/94	FINAL	
3/2/94	PRELIMINARY	

PLAT TO ACCOMPANY
APPLICATION FOR THE

BLAGG LOT DIVISION

BEING LOCATED IN THE

W1/2 NE1/4 OF SECTION 34, T34N–R109W

544

SUBLETTE COUNTY, WYOMING

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

FILED

MAR 9 1994

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING
BY

IN THE MATTER OF THE ESTATE OF)
)
OTTO F. JENSEN, deceased.) Probate No. 1462

ORDER APPROVING FINAL REPORT AND ACCOUNTING
AND
DECREE OF DISTRIBUTION

WHEREAS, JOHN F. JENSEN, personal representative of the estate of Otto F. Jensen, deceased, and petitioner herein, did on the 1st of March, 1994, file herein his final report of administration, together with his petition for distribution of the remainder of estate on hand, and said report and petition come on this day for hearing, and hearing is waived by Florence L. Jensen, spouse of the decedent and sole beneficiary under the will, said waiver being on file with the Court, and the Court having examined the files and records herein and being advised, finds as follows:

1-

That Otto F. Jensen died testate on the 19th day of October, 1993 and was at the time of death a resident of the County of Sublette and State of Wyoming and left estate therein consisting of real and personal property;

2-

That the last will and testament of Otto F. Jensen, deceased, was filed in this court on the 10th day of November, 1993;

3-

That Florence L. Jensen, surviving spouse, and who was named in the Will as Executrix, did renounce her said nomination, said renunciation being on file herein, and thereafter, upon the petition of John F. Jensen, the decedent's Will was admitted to probate on the 15th date of November, 1993 and thereafter Letters of Administration upon the decedent's estate with the will thereto annexed issued unto John F. Jensen on 16th day of November, 1993 and said Letters have not been revoked and John F. Jensen has been at all times thereafter and now is the duly appointed, qualified and

245638

RECORDED March 14, 1994 2:35 PM
IN BOOK 62 Misc. PAGE 545
FEES $ 14.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

acting administrator and personal representative of the decedent's estate;

4-

That on the 18th and 25th days of November, and on the 2nd day of December, 1993, petitioner published notice of probate as required by law, 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 all required notices thereof have been duly given to those persons thereto entitled, namely Florence L. Jensen, surviving spouse, and Chris Jensen and Ann Anspach, daughters of the decedent;

5-

That the petitioner duly returned to the court an inventory of all of the decedent's estate coming into his possession and that said estate as inventoried has been appraised and report of appraisal filed in this court on the day of 29th day of December, 1993, as required by law;

6-

That Florence L. Jensen has filed herein her written consent to the said final report and petition for distribution showing the Court that she has received and read a copy thereof and has no objections thereto and consents to the same and moves the Court for distribution in accordance therewith;

7-

All taxes and creditor claims upon the estate are paid, and the decedent's will is uncontested, and the time for contesting the decedent's Will and filing claims against the estate expired on the 18th day of February, 1994; John F. Jensen has carefully and prudently administered the estate and, upon payment of attorney fees as hereinafter ordered, the estate will be fully administered and in condition for final settlement and distribution;

8-

That the decedent by his said last will and testament did give, devise and bequeath unto his wife, Florence L. Jensen, all of his property and estate, real, personal and mixed, and of every nature, kind and description, and wherever situate and however held, to have and to hold the same unto her as her absolute property;

9-

That the balance of estate in the hands of John F. Jensen, personal representative of the estate, and as reported to the Court, consists of the

following:

Personal property -

Cash in amount of	$18,482.61
	Appraised value
One Horse Branded MJ	$800.00
Wyoming Livestock Brand MJ	500.00
45 Cows Branded MJ	24,750.00
Balance on land sale contract	47,200.43
Real estate - as hereinafter described	0.0

NOW, THEREFORE, upon the motion of John S. Mackey as attorney for the estate, 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 John F. Jensen as personal representative of the estate be and the same is hereby approved, settled and allowed;

2-

That the sum of $2550.00 be and the same is hereby allowed as fees unto John S. Mackey as attorney for the personal representative and for the estate;

2-

That all of the estate remaining in the hands of John F. Jensen, personal representative, after payment of the aforesaid attorney fees, together with any and all other property of the decedent, or of the decedent's estate or belonging to the decedent or decedent's estate in any way, and not presently known but which may be hereafter discovered, be and the same is hereby distributed and set over unto Florence L. Jensen, the surviving spouse and sole and only legatee and devisee of the decedent to have and to hold as her absolute property;

The following constitutes the residue of estate in the hands of the personal representative, after payment of attorney fees, distribution of which is hereby ordered, to-wit:

Personal Property

Cash in amount of $15,932.61

One Horse Branded MJ

Wyoming Livestock Brand MJ

45 Cows Branded MJ.

One-half of promissory note dated March 13, 1990 made payable by John F. Jensen and Mary Grace Jensen unto Otto F. Jensen and Florence L. Jensen in the principal of $100,000 and having an unpaid balance of $97,281 at death Otto F. Jensen, one-half thereof being $47,200.43

Real estate -

An undivided one-fifth (1/5) part and share of and interest in and to all of the oil, gas, and other minerals 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 30 North, Range 106 West of the 6th P. M.

Section 5 - 1, SE/4 NE/4

Township 31 North, Range 106 West of the 6th P. M.

Section 18 - Lot 4, SE/4 SW/4, S/2 SE/4

Section 19 - Lots 1, 2, 3, 4, NE/4, E/2 NW/4, NE/4 SW/4, N/2 SE/4, SW/4 SE/4

Section 30 - Lot 1, NE/4 NW/4

Section 32 - E/2 NE/4, E/2 SE/4

Section 33 - SW/4, W/2 SE/4

Township 31 North, Range 107 West of the 6th P. M.

Section 13 - SW/4 NE/4, S/2 NW/4, N/2 SW/4, SE/4 SW/4, SE/4,

Section 24 - N/2 NE/4,

TOGETHER WITH all rights of way for roads, railroads, telephone and telegraph lines, water pipelines and oil pipelines and gas pipelines;

AND TOGETHER WITH the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and storing, handling, transporting and marketing the same therefrom.

4-

The personal representative, John F. Jensen, shall file herein promptly receipts showing his compliance with this order of the Court.

DATED this 8th day of March, 1994.

District Judge

THE STATE OF [illegible]
COUNTY OF [illegible]

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

AMENDED RESTRICTIONS GOVERNING
BIG RIVER SUBDIVISION

WHEREAS, on December 10, 1980, Restrictions were recorded in Book 37 of Miscellaneous, Page 564, governing BIG RIVER SUBDIVISION, a subdivision of record in Sublette County, Wyoming; and

WHEREAS, said restrictions provide in Paragraph 7 that they may be amended upon written filing of a majority of all lot owners in the subdivision; and

WHEREAS, it now appears to be in the best interest of a majority of the lot owners to amend said restrictions; and

WHEREAS, the undersigned comprise a majority of the lot owners who own property contained in the subdivision:

NOW, THEREFORE, PURSUANT TO THE PROVISIONS OF THE RESTRICTIONS GOVERNING BIG RIVER SUBDIVISION ABOVE DESCRIBED, SAID RESTRICTIONS ARE AMENDED AND RESTATED IN THEIR ENTIRETY AS FOLLOWS:

1. Lots as platted are not to be further subdivided into less than fifteen acre parcels.

2. No structures other than single family dwellings and supporting structures incidental to single family residential, agricultural and recreational use shall be permitted, which incidental structures may include a utility building or barn. No more than one residential building shall be constructed on each lot, provided, however, that a guest house may be constructed.

3. The minimum size of a primary residential structure shall be 1000 square feet in area, exclusive of porches and garage, and shall not cost less than $10,000.00. Any trailer or mobile home used as a primary residence shall be properly blocked and leveled, with wheels, axles and tongues removed, and fully skirted on all sides. A garage, either attached or unattached, may be constructed, with a size not to exceed 900 square feet.

4. No basement, tent, shack, garage, barn, or other out building erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

5. No structure shall be placed upon any lot which is not permanent in nature and attractive in appearance, and constructed after obtaining a building permit from Sublette County.

6. No commercial, industrial or other non-single family use shall be permitted on any property subject to these restrictions, except for general agricultural and recreational use.

7. The exterior of all houses and other permitted structures must be completed within twelve months after the date of recording of these Restrictions or the commencement of construction, whichever is later.

8. No person within the subdivision shall make, continue, or cause to be made or continued any loud or raucous noise which is offensive to persons of ordinary sensibility in the vicinity thereof; causes material distress, discomfort, or injury to persons of ordinary sensibility in the immediate vicinity thereof; substantially impairs the peaceable enjoyment of public or private property; or substantially interferes with the public peace by disturbing the comfort, tranquility, and repose of persons in the subdivision or vicinity thereof.

The following acts, among others, are declared to create loud and raucous noises, and shall be deemed a violation of this

245671

RECORDED March 18, 1994 3:10 PM
IN BOOK 42 Misc PAGE 550
FEES 12.00 By Cathy Saxton
SUBLETTE COUNTY CLERK

paragraph, but such enumeration shall not be deemed to be inclusive:

8.1. The sounding of any horn or signal device on any automobile, motorcycle, bus, or other vehicle, except as a danger signal in conformity with state law;

8.2. The playing of any radio, phonograph, musical instrument, tape player, compact disk player, or similar device in such manner and with such volume as to disturb the peace, quiet, comfort or repose of persons;

8.3. The erection, excavation, demolition, alteration or repair of any building or structure in the subdivision between the hours of 10:00 p.m. and 7:00 a.m., except in situations involving the interests of public safety, official government business, or the protection of property;

8.4. The operation of a chain saw or other engine powered equipment in or adjacent to a residential area, hotel or motel between the hours of 10:00 p.m. and 7:00 a.m..

9. No person within the subdivision shall discharge a firearm, except for the protection of persons or property.

10. Lots shall be kept neat and orderly in accordance with Sublette County zoning regulations, and free from odor producing refuse, rubbish, debris, trash, and junk.

11. It shall be the duty of any owner keeping or harboring livestock to fence in the area where livestock is kept, and no livestock shall be allowed to run at large outside the fenced enclosure of the owner of said livestock.

12. It shall be the responsibility of the owner of any lot upon which dogs or other domestic animals are kept to see that such animals do not become a nuisance to other owners or occupants or to wildlife.

13. No owner shall obstruct the roads or rights-of-way laid out on the plat of the subdivision, and no fence shall be constructed or maintained within the right-of-way of any road laid out on the plat of the subdivision. Any owner may plow, grade or otherwise maintain any road or right-of-way over which such owner must traverse in order to access such owner's lot.

14. These restrictions, conditions, and reservations shall be perpetual and shall apply to and be forever binding upon the subsequent owners hereof, their heirs, executors, administrators and assigns, and are imposed upon the realty described herein as an obligation and charge against the same for the benefit of the declarant and the owners of each adjoining tract and all other tracts.

15. If the owner of any tract in the subdivision, its heirs or assigns shall violate any of the restrictions or conditions hereinabove set forth, it shall be lawful for any person owning a tract in the subdivision to prosecute at law or in equity against the person or persons violating any restrictions or conditions, and either to prevent him for doing so or to recover damages for such violation, or both, to which shall be added costs and reasonable attorney's fees.

16. These restrictions may be amended by the signature on an amendment of owners representing a majority of the lots in the subdivision, and any such amendment shall be effective when recorded in the office of the County Clerk, Sublette County, Wyoming.

17. These restrictions are severable, and if any part be held unenforceable by a court of law it shall not effect the enforcement or validity of the remaining restrictions.

DATED THIS 1 day of October, 1993, and signed by the declarants on the dates on which their acknowledgements were taken.

LOT 1: _____

LOT 2: Elizabeth A. Ellis, TRUSTEE

LOT 3: Elizabeth A. Ellis, TRUSTEE

LOT 4: _____

_____

LOT 5: Tommy R. Harkness

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 7th day of October, 1993, by Tommy R. Harkness.

Witness my hand and official seal.

DEBI K. RULAND - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Sept. 14, 1996

Debi K. Ruland
Notary Public

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 28th day of October, 1993, by ~~Gloria A. Hawks~~ Elizabeth A. Ellis.

Witness my hand and official seal.

GLORIA A. HAWKS - Notary Public
County of Sweetwater State of Wyoming
My Commission Expires Nov. 8, 1996

Gloria A. Hawks
Notary Public

DATED THIS 7 day of October, 1993, and signed by the declarants on the dates on which their acknowledgements were taken.

LOT 1: _____

_____

LOT 2: _____

LOT 3: _____

_____

LOT 4: E. Eugene Sitton

_____

LOT 5: Tommy R. Harkness

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 7th day of October, 1993, by Tommy R. Harkness.

Witness my hand and official seal.

DEBI K. RULAND - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Sept. 14, 1996

Debi K. Ruland
Notary Public

STATE OF ~~WYOMING~~ FLORIDA)
)
COUNTY OF ~~SUBLETTE~~ PINELLAS)

The foregoing instrument was acknowledged before me this 14 day of October, 1993, by E. EUGENE SITTON.

Witness my hand and official seal.

Notary Public
NORA MYERS
STATE OF FLORIDA
My Comm Exp 9/13/94
BONDED

Notary Public

CORRECTION AFFIDAVIT

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

WILMA J. NEWSOM being first duly sworn upon oath, according to law, deposes and says:

1. That on the 23d day of February, 1994, she filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming an affidavit recorded in Book 62 Miscellaneous, page 505;

2. That said affidavit concerned the following described property located in the County of Sublette and State of Wyoming:

> All of the west 65 feet of Lots 8 and 9, Block 2 of the Jones Addition to the Town of Pinedale, Wyoming, as the same appear on the plat and map thereof on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming

3. That the name "Wilma J. Newson" appearing in the first full line of said affidavit is misspelled and should be spelled "Wilma J. Newsom";

4. That the name "Joe Nesom" appearing in paragraph 7 is misspelled and should be spelled "Joe Newsom";

5. That the words "warranty deed" appearing in paragraph 8 should appear as "mortgage deed"

Wilma J. Newsom
Wilma J. Newsom

Subscribed and sworn to before me by Wilma J. Newsom this 11 day of March, 1994.

Steven Mackey
Notary Public

My commission expires:

STEVEN MACKEY
County of Sublette
My Commission Expires:
Notary Public
State of
Wyoming
June 22, 1996

245677

RECORDED March 21, 1994 9:30 AM
IN BOOK 42 Misc. PAGE 554
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

EASEMENT

JOSEPH L. KAUMO and AGNES M. KAUMO, husband and wife, Grantors, owners of the real property and improvements described herein situate in Sublette County, Wyoming, for and in consideration of the sum of Ten dollars ($10.00) and other good and valuable consideration, the receipt whereof and sufficiency of which is hereby acknowledged, hereby grant, bargain, sell and convey to WALTER KENNEY, Grantee, of Post Office Box 126, Boulder, Wyoming, an easement to build, operate, maintain and use a road over the following described parcel of land to-wit:

Beginning at the southwest corner of the W½SW¼NW¼, Section 15, Township 32 North, Range 108 West of the 6th P.M., Wyoming,

thence north along a line parallel with the west line of said Section, a distance of 509 feet to the point of beginning;

thence east along a line parallel with the north line of said Section, a distance of 415 feet to a point;

thence north along a line parallel with the west line of said Section, a distance of 60 feet to a point;

thence west along a line parallet with the north line of said Section, a distance of 415 feet to a point;

thence south along a line parallel with the west line of said Section, a distance of 60 feet, more or less, to the point of beginning.

The purpose of this easement is to provided a roadway and access for the benefit of and appurtenant to the following land located in Sublette County, State of Wyoming describes as follows to-wit:

Beginning at the Southwest Corner of the W½SWNW¼, Section 15, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming,

thence north along the west line of said section, 673. feet to the point of beginning of this traverse,

thence generally east along a line parallel to a north line of said section, 415 feet;

thence generally south along a line parallel to the west line of said section, 104 feet;

thence generally west along a line parallel to the north line of said section, 415 feet;

thence generally north along the west line of said section a distance of 104 feet to the point of beginning; being a portion of the W½SW¼NW¼, Section 15, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming; containing approximately one acre of land more or less.

245725

RECORDED March 23 1994 3:10 PM
IN BOOK 62 MISC PAGE 555
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

JOSEPH L. KAUMO and AGNES M. KAUMO, hereby release and waive all rights under the Homestead Exemptions laws of the State of Wyoming.

IN WITNESS WHEREOF, we have here and to set our hand on this 21st day of March, 1994.

JOSEPH L. KAUMO

AGNES M. KAUMO

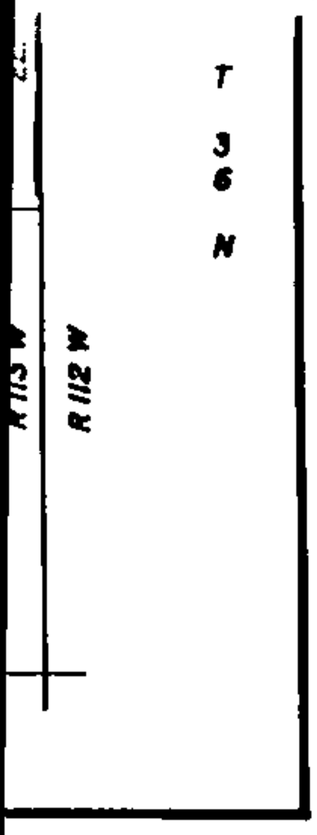
THE STATE OF WYOMING)
)
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before my by Joseph L. Kaumo and Agnes M. Kaumo, husband and wife, this 21st day of March, 1994.

WITNESS my hand and official seal.

Notary Public

My Commission Expires June 28, 1994



STATE OF)
COUNTY OF) ss

557

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MICHAEL R. VASSALLO AND SANDRA L. MOORE, OWNERS OF THE ABOVE DESCRIBED PROPERTY THIS 22 DAY OF March, 1994. WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES 12-18-94.

FRANK A. JOHNSON - NOTARY PUBLIC
COUNTY OF LINCOLN STATE OF WYOMING
My Commission Expires

Frank A. Johnson
NOTARY PUBLIC

STATE OF)
COUNTY OF) ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY LLOYD G. THOMAS, JR. AND JEANNINE K. THOMAS, OWNERS OF THE ABOVE DESCRIBED PROPERTY THIS 24th DAY OF March, 1994. WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES 6/6/96.

Judith A. Hansen
NOTARY PUBLIC
3131 S. College Ave.
Fort Collins, Co 80525

[redacted]

LY TO

ISION

FULL
BLETTE

36 N,

PLAT WAS
IRECTION
WYOMING

CERTIFICATE OF APPROVAL

PURSUANT TO SECTIONS 34-12-102 AND 103 AND 18-5-301 THROUGH 315, WYOMING STATUTES, 1977, AS AMENDED, THE FOREGOING LOT DIVISION WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD ON THE _____ DAY OF _____, 1994, SUBJECT TO THE PROVISION OF THE SUBDIVISION RESOLUTION EFFECTIVE OCTOBER 26, 1977, AS AMENDED THROUGH SEPTEMBER 6, 1989, PLAT APPROVAL DOES NOT CONSTITUTE ACCEPTANCE OF THE STREETS AND/OR ROADWAYS AS COUNTY ROADS. DESIGNATION OF COUNTY ROADS IS ONLY ACCOMPLISHED BY COMPLIANCE WITH PROVISION OF SECTION 24-3-101, WYOMING STATUTES, 1977, AS AMENDED.

BOARD OF COUNTY COMMISSIONERS
COUNTY OF SUBLETTE

MONTE B. SKINNER CHAIRMAN

DONALD R. (BUZZ) WASSENBERG COMMISSIONER

STUART M. MCKINLEY COMMISSIONER

ATTEST: MARY L. LANKFORD, CLERK

THE STATE OF WYOMING
COUNTY CLERK
SUBLETTE COUNTY

245781
RECORDED March 24, 1993 10:50AM
IN BOOK 142 Misc. PAGE 567
FEES 50.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Soxton

567

MAP of
LOT DIVISION of
TRACT 7, SHEET 12
HOBACK RANCHES SUBDIVISION

SW 1/4 NW 1/4 NE 1/4 and NW 1/4 SW 1/4 NE 1/4
SECTION 12
T 36 N, R 113 W, 6th P.M.
SUBLETTE COUNTY, WYOMING

UINTA ENGINEERING and SURVEYING, INC.
[redacted] MAIN STREET, EVANSTON, WYOMING [redacted] 82930

[redacted]

s 11th

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
WITHIN AND FOR SUBLETTE COUNTY, WYOMING

DANE P. KUJAT,

Plaintiff,

vs.

DANE'S CHEVRON COUNTRY STORE, a general partnership, MATTHEW C. PANTALEO, ANDY O'NEAL, THE JUNCTION, a general partnership,

Defendants.

Civil Action No. 5547

FILED

MAR 25 1994

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING
BY Marilyn M. Jensen
By Dana Lenn-Deputy

AFFIDAVIT FOR REGISTRATION OF FOREIGN JUDGMENT

THE STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

COMES NOW James E. Delaney, being first duly sworn upon his oath, deposes and says as follows:

1. I am an Attorney at Law, licensed to practice before all of the Courts in the State of Wyoming, and upon the registration of this Judgment, I will become the attorney of record for Dane Kujat, Plaintiff in this above captioned Civil Action.

2. That Judgment was entered in favor of Plaintiff as Cross-Complainant and against Defendants as Cross-Defendants in that certain Cross-Complaint filed in Civil Action number 047332-2, on or about January 14, 1994 in the Municipal Court of the State of California in and for the County of Fresno.

Further, Plaintiff, Dane Kujat, was awarded all right to possession forthwith in that certain equipment, subject of said action, more particularly described as the 1975 Chevrolet truck with towing and other related equipment attached thereto, including but not limited to the Homes HP490 wrecker with DFT wheel lift, said truck bearing Wyoming license number 23 COM 142 and tab number 004470996009317 and vin number CKY245Z138476.

3. That the last known address for each of the Judgment Debtors, respectively, is as follows:

a. Dane's Chevron Country Store c/o Matthew C. Pantaleo, 134 Old Mill Road, Marlboro, New Jersey 07728.

205748

RECORDED March 25 1994 2:40 PM
IN BOOK 62 Miscellaneous PAGE 558 558
FEES $ 14.00 COUNTY CLERK

b. Matthew C. Pantaleo, 134 Old Mill Road, Marlboro, New Jersey 07728.

c. Andy O'Neal, 12 South Bench Road, Pinedale, Wyoming 82941.

d. The Junction c/o Matthew C. Pantaleo, 134 Old Mill road, Marlboro, New Jersey 07728.

4. That the post office address of the Judgment Creditor, Dane P. Kujat, is Post Office Box 1324, Pinedale, Wyoming 82941.

5. That this Affidavit is made in order to comply with the Uniform Enforcement of Foreign Judgments Act, Section 1-17-701 to 1-17-707, Wyoming Statutes, 1977.

James E. Delaney

JAMES E. DELANEY
Attorney at Law
290 West Kelly
P.O. Box 2983
Jackson, Wyoming 83001
(307) 733-4446

SUBSCRIBED AND SWORN to before me this 25th day of March 1994, by JAMES E. DELANEY.

Witness my hand and official seal.

My commission expires:

Emma Lou Mason
Notary Public

EMMA LOU MASON - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires April 2, 1995

LAW OFFICES OF SUE ELLEN CASTRELLON
SUE ELLEN CASTRELLON, Bar No. 128823
3151 Airway Avenue, Suite M-2
Costa Mesa, California 92626

(714) 755-5511

Attorneys for Defendants
Dane Kujat and Dane's Chevron Country Store

IN THE MUNICIPAL COURT, CONSOLIDATED FRESNO JUDICIAL DISTRICT

COUNTY OF FRESNO, STATE OF CALIFORNIA

PACIFIC STATES LEASING, INC., a corporation, Plaintiff, vs. DANE'S CHEVRON COUNTRY STORE, a general partnership, DANE KUJAT; MATTHEW C. PANTALEO; and DOE ONE through DOE FIFTY, Inclusive, Defendantss.	Case No. 047332-2 JUDGMENT
DANE P. KUJAT, Cross-Complainant vs. DANE'S CHEVRON COUNTRY STORE, a general partnership, MATTHEW C. PANTALEO, ANDY O'NEAL, THE JUNCTION, a general partnership, PACIFIC STATES LEASING, INC., a California corporation and DOES 1 through 50, Inclusive, Cross-Defendants.	

This cause came on regularly for hearing on January 14, 1994 at the hour of 8:30 a.m. in Department 2 of the above entitled Court with reference to the prove up of the

5uc

Cross-Complaint on file herein upon the default of MATTHEW C. PANTALEO, ANDY O'NEAL, THE JUNCTION, a general partnership and DANE'S CHEVRON COUNTRY STORE, a general partnership.

Cross-Complainant, DANE KUJAT, appeared by and through his attorney, the LAW OFFICES OF SUE ELLEN CASTRELLON by SUE ELLEN CASTRELLON and the Court received oral and documentary evidence regarding Cross-Complainants damages. The Court, upon having received evidence proving up Cross-Complainant's damages and the matter having been submitted, renders Judgment in favor of Cross-Complainant, DANE KUJAT and agalnst Cross-Defendants, MATTHEW C. PANTALEO, ANDY O'NEAL, THE JUNCTION, a general partnership and DANE'S CHEVRON COUNTRY STORE, a general partnership.

NOW THEREFORE, IT IS ORDERED, as follows:

Cross-Complainant, DANE KUJAT, shall have Judgment against Cross-Defendants, MATTHEW C. PANTALEO, ANDY O'NEAL, THE JUNCTION, a general partnership and DANE'S CHEVRON COUNTRY STORE, a general partnership in the amount of $ 34,574.64 plus interest from and after _____ on said sum at the rate of ____%; attorney's fees in the sum of $ 7,610.00 and costs incurred herein in the sum of $ 433.04.

Further, Cross-Complainant, DANE KUJAT, shall have all right to possession forthwith in that certain equipment, subject of this action, more particularly described as the 1975 Chevrolet truck with towing and other related equipment attached thereto, including but not limited to the Homes HP490 wrecker with DFT wheel lift, said truck bearing Wyoming license number 23 COM 142, and tab number 00447099960093 17, VIN number CKV245Z138476.

Dated: 1/14/94

Judge of the Municipal Court

I, SANDRA SILVA, CLERK OF THE MUNICIPAL COURT, FRESNO JUDICIAL DISTRICT, COUNTY OF FRESNO, STATE OF CALIFORNIA, DO HEREBY CERTIFY THE FOREGOING TO BE A FULL, TRUE AND CORRECT COPY OF THE Judgment IN THE ABOVE ENTITLED ACTION.

WITNESS MY HAND AND SEAL THIS COURT THIS 10 DAY OF Jan 19 94

SANDRA SILVA, CLERK

BY _____ DEPUTY

MUNICIPAL COURT • CONSOLIDATED FRESNO JUDICIAL DISTRICT •
FRESNO COUNTY CALIF.

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 29th day of March, 1994, by and between **REDSTONE CORPORATION, A Wyoming Corporation,** as Seller, to **STEPHEN R. DUERR,** a single man, as Buyer. The Seller did agree to sell and the Buyer did agree to purchase a certain tract of real property located in Sublette County, Wyoming, described as follows:

The Easterly One-Half (½) of the SW¼ of Section 18, Township 36 North, Range 110 West of the 6th P.M., Sublette County, Wyoming, more particularly described as a parcel:
Commencing at the northeast corner of the SW¼;
thence S.00°15'24.2"W., a distance of 2,646.47 feet, more or less, to the southeast corner of the SW¼;
thence S.88°30'58.3"W., along the south boundary of the SW¼ a distance of 1,193.62 feet, more or less, to a point on said south boundary equal distance between the southwest corner and the southeast corner of the SW¼;
thence, N.00°21'14.5"E., a distance of 2,647.88 feet, more or less, to the point of intersection with the north boundary of the SW¼ at a point equal distance from the northwest corner and the northeast corner of the SW¼;
thence N.88°34'38.2"E., a distance of 1,189.08 feet, more or less, to the northeast corner of the SW¼ and the point of beginning. (This parcel contains 72.37 acres, more or less.)
TOGETHER WITH all improvements, appurtenances, water and water rights thereunto appertaining.
TOGETHER WITH an non-exclusive easement located in the SW¼SE¼ of Section 18, Township 36 North, Range 110 West of the 6th P.M., Sublette County, Wyoming, said easement being 60 feet wide, parallel a distance of 30 feet on either side of the following described centerline:
Beginning at a point which bears S.00°15'24.2"W., a distance of 30.00 feet from the northwest corner of said SW¼SE¼;
thence from said point of beginning N.88°32'47.9"E., parallel to the north boundary of said SW¼SE¼, a distance of 170 feet, more or less, to a point on the west right-of-way of State Highway 352.
RESERVING UNTO GRANTOR and its assigns a non-exclusive easement located in the SW¼ of Section 18, T.36N., R.110W. of the 6th P.M., Sublette County, Wyoming; said easement is 60 feet in width being 30 feet on either side of the following described centerline:
Beginning at a point which bears S.00°15'24"W., a distance of 15 feet from the northeast corner of SE¼SW¼ of said Section 18;
thence from said point of beginning S.88°32'48"W., parallel to and 15 feet from the north boundary of said SE¼SW¼ a distance of 1191.35 feet, more or less, to a point on the west boundary of said same SE¼SW¼;

245778

RECORDED March 29 1994 3:45 PM
IN BOOK 62 Misc PAGE 543
FEES $ 10.00 COUNTY CLERK
[redacted]ETTE COUNTY, PINEDALE W[redacted]NG

thence S.88°32'48"W., parallel to and 15 feet from the north boundary of the SW¼SW¼ of said Section 18, a distance of 60 feet to the point of ending.

This easement shall be appurtenant to, run with and attach to the real property described as:

The Westerly One-Half (½) of the SW¼ of Section 18, Township 36 North, Range 110 West also described as a parcel commencing at the southwest corner of the SW¼;

thence N.00°27'04.7"E., a distance of 2,649.29 feet, more or less, to the northwest corner of the SW¼;

thence N.88°34'38.2"E., along the north boundary of the SW¼ a distance of 1,189.08 feet, more or less, to a point on said north boundary equal distance between the northwest corner and the north east corner of the SW¼;

thence S.00°21'14.5"E., a distance of 2,647.88, more or less, to the point of intersection with the south boundary of the SW¼, which is equal distance between the southwest corner and the southeast corner of the SW¼;

thence S.88°30'58.3"W., a distance of 1,193.62, more or less, to the southwest corner of the SW¼ and the point of beginning. (Containing 72.40 acres, more or less.)

This Easement shall be for the purpose of constructing and maintaining roadways, underground utilities and drainage ditches and for the use thereof.

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 c/o Box 68, 175 S. King Street, Suite, Jackson, WY 83001.

There are many other covenants in the original Contract For Sale. Each party has a copy of said Contract.

DATED this 29th day of March, 1994.

ATTEST:

Seller: REDSTONE CORPORATION, A Wyoming Corporation:

SEAL

Joseph R. Nuckles
Secretary

BY: John M. Sulenta
JOHN M. SULENTA, President

DATED this 29th day of March, 1994.

Buyer:

STEPHEN R. DUERR

5604

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum Of Agreement** was acknowledged before me by REDSTONE CORPORATION, A Wyoming Corporation, by JOHN M. SULENTA, its President and attested to and sealed by its Secretary, this 29th day of March, 1994.

WITNESS my hand and official seal.

Susan J. Hanson
County of Sublet e
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 STEPHEN R. DUERR, this 29th day of March, 1994.

WITNESS my hand and official seal.

TERRI WHEELER - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires September 11, 1996

Terri Wheeler
NOTARY PUBLIC

My Commission Expires: 9/11/96

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 29th day of March, 1994, by and between **REDSTONE CORPORATION, A Wyoming Corporation,** as Seller, to **STEPHEN R. DUERR,** a single man, as Buyer. The Seller did agree to sell and the Buyer did agree to purchase a certain tract of real property located in Sublette County, Wyoming, described as follows:

The Westerly One-Half (½) of the SW¼ of Section 18, Township 36 North, Range 110 West also described as a parcel commencing at the southwest corner of the SW¼;
thence N.00°27'04.7"E., a distance of 2,649.29 feet, more or less, to the northwest corner of the SW¼;
thence N.88°34'38.2"E., along the north boundary of the SW¼ a distance of 1,189.08 feet, more or less, to a point on said north boundary equal distance between the northwest corner and the north east corner of the SW¼;
thence S.00°21'14.5"E., a distance of 2,647.88, more or less, to the point of intersection with the south boundary of the SW¼, which is equal distance between the southwest corner and the southeast corner of the SW¼;
thence S.88°30'58.3"W., a distance of 1,193.62, more or less, to the southwest corner of the SW¼ and the point of beginning. (Containing 72.40 acres, more or less.)
RESERVING UNTO GRANTOR and its assigns a non-exclusive easement located in the SW¼ of Section 18, T.36N., R.110W., of the 6th P.M., Sublette County, Wyoming; said easement is 60 feet in width (except as qualified below), commencing on the north boundary of the above described parcel;
thence from said place of beginning southerly to the south boundary of the above described parcel and having as its east boundary the east boundary of the above described parcel;
This easement shall be appurtenant to, run with and attach to the real property described as:
The Easterly One-Half (½) of the SW¼ of Section 18, Township 36 North, Range 110 West of the 6th P.M., Sublette County, Wyoming, more particularly described as a parcel:
Commencing at the northeast corner of the SW¼;
thence S.00°15'24.2"W., a distance of 2,646.47 feet, more or less, to the southeast corner of the SW¼;
thence S.88°30'58.3"W., along the south boundary of the SW¼ a distance of 1,193.62 feet, more or less, to a point on said south boundary equal distance between the southwest corner and the southeast corner of the SW¼;
thence, N.00°21'14.5"E., a distance of 2,647.88 feet, more or less, to the point of intersection with the north boundary of the SW¼ at a point equal distance from the northwest corner and the northeast corner of the SW¼;

RECORDED March 29, 1994 3:45PM
IN BOOK 62 Misc PAGE 566
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

245780
566

thence N.88°34'38.2"E., a distance of 1,189.08 feet, more or less, to the northeast corner of the SW¼ and the point of beginning. (This parcel contains 72.37 acres, more or less.)

This Easement shall be for the purpose of constructing and maintaining roadways, underground utilities and drainage ditches and for the use thereof.

Provided that this easement shall not be used for such purposes when there exists adjacent property within the Easterly One-Half (½) of the SW¼ of Section 18, Township 36 North, Range 110 West of the 6th P.M., Sublette County, Wyoming, as more particularly described above, which shall be appropriate for such use in the reasonable discretion of the Owners of the Easterly One-Half (½) of the SW¼ of Section 18, Township 36 North, Range 110 West of the 6th P.M., Sublette County, Wyoming.

TOGETHER WITH all improvements, appurtenances, water and water rights thereunto appertaining.

TOGETHER WITH a non-exclusive easement located in the SW¼SE¼ of Section 18, Township 36 North, Range 110 West of the 6th P.M., Sublette County, Wyoming, said easement being 60 feet wide, parallel a distance of 30 feet on either side of the following described centerline:

Beginning at a point which bears S.00°15'24.2"W., a distance of 30.00 feet from the northwest corner of said SW¼SE¼;

thence from said point of beginning N.88°32'47.9"E., parallel to the north boundary of said SW¼SE¼, a distance of 170 feet, more or less, to a point on the west right-of-way of State Highway 352.

TOGETHER WITH an non-exclusive easement located in the SW¼ of Section 18, T.36N., R.110W. of the 6th P.M., Sublette County Wyoming; said easement is 60 feet in width being 30 feet on either side of the following described centerline:

Beginning at a point which bears S.00°15'24"W., a distance of 15 feet from the northeast corner of SE¼SW¼ of said Section 18;

thence from said point of beginning S.88°32'48"W., parallel to and 15 feet from the north boundary of said SE¼SW¼ a distance of 1191.35 feet, more or less, to a point on the west boundary of said same SE¼SW¼;

thence S.88°32'48"W., parallel to and 15 feet from the north boundary of the SW¼SW¼ of said Section 18, a distance of 60 feet to the point ending.

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 c/o Box 68, 175 S. King Street, Suite, Jackson, WY 83001.

There are many other covenants in the original Contract For Sale. Each party has a copy of said Contract.

DATED this 29th day of March, 1994.

ATTEST:

Seller: REDSTONE CORPORATION,
A Wyoming Corporation:

SEAL

BY: _____
JOHN M. SULENTA, President

Joseph R. Heiler
Secretary

DATED this 29th day of March, 1994.

Buyer:

_____
STEPHEN R. DUERR

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum Of Agreement** was acknowledged before me by REDSTONE CORPORATION, A Wyoming Corporation, by JOHN M. SULENTA, its President and attested to and sealed by its Secretary, this 29th day of March, 1994.

WITNESS my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Dec. 12, 1994

My Commission Expires: 12/12/94

_____
NOTARY PUBLIC

STATE OF WYOMING)
) ss.
COUNTY OF Teton)

The foregoing **Memorandum Of Agreement** was acknowledged before me by STEPHEN R. DUERR, this 29th day of March, 19___.

WITNESS my hand and official seal.

TERRI WHEELER - NOTARY PUBLIC
County of
Teton
State of
Wyoming
My Commission Expires September 11, 1996

My Commission Expires: 9/11/96

_____
NOTARY PUBLIC

AFFIDAVIT

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

245781

RECORDED March 30, 1994 9:15 AM
IN BOOK 62 Misc PAGE 569
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

WILMA J. NEWSOM being first duly sworn upon oath, according to law, deposes and says:

1. That she is a resident of the Town of Pinedale, County of Sublette and State of Wyoming.

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:

> Lot Six (6), Block Six (6), Hennick's Second Addition to the Town of Pinedale, Wyoming, as the same are shown on the official plat and map thereof of record in the offices of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining.
>
> Subject to reservations and restrictions contained in United States Patents.
>
> Subject to and the grantees herein hereby assume that certain mortgage dated September 21, 1965, filed for record September 22, 1965, in Book 19 of Mortgages, page 493, in the principal amount of $15,000.00 from Victor J. Vesely and Nila J. Vesely, his wife, to United States of America, acting through the Farmers Home Administration, United States Department of Agriculture.

3. That by warranty deed dated the 23d day of September, 1968, filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming on the 1st day of October, 1968, and recorded in Book 14 of Deeds of said office at page 159, the above described real estate and premises were conveyed by Victor J. Vesely and Nila J. Vesely, grantors, unto Joe I. Newsom and Wilma J. Newsom, husband and wife, grantees of Sublette County, Wyoming.

4. That the grantees named in the aforesaid warranty deed, Joe I. Newsom and Wilma J. Newsom, were husband and wife at the time of said conveyance and the real estate so conveyed did vest in them, the said Joe I. Newsom and Wilma J. Newsom, husband and wife, as tenants by the entirety;

5. That the aforesaid Joe I. Newsom is deceased and that the said Joe I. Newsom died on the 31st day of December, 1993, in the Town of Pinedale, County of Sublette and State of Wyoming;

6. That all interest of the aforesaid Joe I. Newsom 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 Joe I. Newsom 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 Joe I. Newsom certified by the public authority wherein such original death certificate is a matter of record and that said Joe I. Newsom who is named in said death certificate is one and the same person as Joe I. Newsom named in the aforesaid warranty deed with this affiant.

8. That this affiant is one and the same person as Wilma J. Newsom, grantee with Joe I. Newsom in the aforementioned warranty deed.

Wilma J. Newsom

Wilma J. Newsom

Subscribed and sworn to before me by Wilma J. Newsom this 29 day of March, 1994.

Notary Public

My commission expires:

STEVEN MACKEY
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
June 22, 1996

571

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 02893

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME FIRST	MIDDLE	LAST	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
JOE	IVAN	NEWSOM	MALE	DECEMBER 31, 1993

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.)
525-60-4773	67					DECEMBER 31, 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
PINEDALE MEDICAL CLINIC	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)
TEXAS	MARRIED	WILMA SCALF

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	BUTCHER	MEAT PROCESSING

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
WYOMING	SUBLETTE	PINEDALE	232 N. FRANKLIN

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	8	

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
CLAUDE	FRANKLIN	NEWSOM	NORMA	MAE	WALDRIP

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
WILMA NEWSOM	WIFE

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
BOX 321	PINEDALE	WYOMING	82941

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY-NAME	20d. LOCATION CITY OR TOWN	STATE
BURIAL	JANUARY 4, 1994	PINEDALE CEMETERY	PINEDALE	WYOMING

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
▶ [signature]	N/A	HUDSON'S FUNERAL HOME	115	164 N. BRIDGER AVE.

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.) JANUARY 3, 1994

22c. HOUR OF DEATH 8:20 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) ▶ [signature] CORONER

23b. DATE SIGNED (Mo., Day, Yr.) JANUARY 2, 1994

23c. HOUR OF DEATH M

23d. PRONOUNCED DEAD (Mo., Day, Yr.) DECEMBER, 31, 1993

23e. PRONOUNCED DEAD (Hour) M

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

J. T. JOHNSTON M.D. PINEDALE, WYOMING

25a. REGISTRAR (Signature) ▶ [signature]

25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) JANUARY 3, 1994

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. Resp Hypoxia.	
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): Pneumonia.	
	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 1. COPD

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

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

30e. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)

30f. LOCATION (Street and Number or Rural Route Number, City or Town, State)

JAN 12 1994

VR 2-89
2/91 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 January 12, 1994

[signature]
Deputy State Registrar

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 of Pinedale, Sublette County, Wyoming, as Party of the First Part under said agreement and in said agreement called the "Seller", did agree to sell and to convey the following-described real estate situate in the County of Sublette and State of Wyoming, to-wit:

> Lots 21, 22, and 23 of the Emigration Ranches Subdivision, as the said subdivision appears on the plat and map thereof on file and of record in the office of the County Clerk of Sublette County, Wyoming, and
>
> TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;
>
> BUT SUBJECT, 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, AND SUBJECT FURTHER TO accrued and accruing taxes,

unto and Thomas H. Hawley and Margaret A. Hawley, husband and wife, of Big Piney, Wyoming, Parties of the Second Part under said agreement and in said agreement denoted as "Purchaser";

2-

That upon payment for said real estate as provided in the said agreement, Seller shall convey the above described real estate by statutory form of warranty deed unto Thomas H. Hawley and Margaret A. Hawley, husband and wife;

245783

RECORDED March 30, 1994 11:20AM
IN BOOK 62 Misc PAGE 572
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

3-

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

4-

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

5-

All taxes assessed and levied upon the property in the year 1993 and prior thereto shall be paid by Seller;

6-

Seller shall pay one-fourth and Purchaser shall pay three-fourths of all taxes assessed and levied upon said property in the year 1994; after the year 1994 Purchaser shall pay all taxes;

Patricia E. Looney

Subscribed and sworn to before me by Patricia E. Looney this 30th day of March, 1994.

John S. Mackey
Notary Public

My commission expires:

JOHN S. MACKEY - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Aug. 4, 1997

245789

RECORDED March 30, 1994 3:50p M
IN BOOK 42 Misc. PAGE 574
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacton

ACCOUNT #564510-56092 & 56093
WORK ORDER #29649,29650 & 29651
SEC.10,T37N,R113W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That **WE,** the undersigned **LARRY D. LEEPER & DEBRA K. LEEPER, 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 & 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, 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 SW 1/4 NW 1/4 of Tract 6 of Bondurant Ranches, Section 10, R37N, R113W, Sublette County, Wyoming.**

BEGINNING at a point being **the W 1/4 corner of said Section 10; thence N 89 degrees 51'10" E, 1,282.13 feet; thence N 34 degrees 45'15" W, 861.58 feet; thence easement begins and bears S 7 degrees W, 540 feet to point A; thence from point A S 3 degrees W, 75 feet; thence from point A N 65 degrees W, 100 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 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 8th day of March, 1994.

Debra K. Leeper

Larry D Leeper

STATE OF Wyoming }
COUNTY OF Teton }

The foregoing instrument was acknowledged before me by Debra K. Leeper & Larry D. Leeper as their free act and deed this 10th day of March, 1994.

Joyce T. Woodmancy
Notary Public

My commission expires:

7-28-96

574

515

245790

RECORDED March 30, 1994 3:50 PM
IN BOOK 42 Misc PAGE 535
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

ACCOUNT #564510
LOCATION #56092 & 56093
WORK ORDER #29649, 29650 & 29651

CONTRACT FOR PURCHASE OF POWER

AGREEMENT made this 8th day of March, 1994, between Lower Valley Power & Light, Inc., a Wyoming Corporation, of Afton & Jackson; (Lincoln County and Teton County, Wyoming) hereinafter called the "Seller", and **LARRY D. LEEPER & DEBRA K. LEEPER, husband & wife,** 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 the Seller all of the electric power and energy which the Consumer-Member may need on the premises described below:

BEING a part of **the SW 1/4 NW 1/4 of Tract 6 of Bondurant Ranches, Section 10, T37N, R113W, 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 Seller's Rules and Regulations.
2. SERVICE REQUIREMENTS
   a. 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 T.V., and Consumer-Member's property, and shall be responsible for all damages resulting from failure to notify the Seller. Wyo. Stat. SS37-12-301 through 303 (July 1990), Damage to Underground Public Utility Facilities.
   b. The "Consumer-Member" shall furnish a 42" deep trench for the "Seller"; and bedding materials at the "Sellers" request; at no cost to the "Seller".
   c. Assumption of Risk & Indemnification: Consumer-Member shall assume all risk and indemnify and hold Seller harmless concerning any accident, injury or damage of any kind from any cause whatsoever, including the attorneys fees and costs of Seller in defending any legal action or claim, related in any way to the trench or trenching activities of Consumer-Member.
   d. The Consumer-Member shall be responsible and liable for obtaining all applicable Federal, State, and Local permits necessary for the above mentioned trenching activities.
   e. The Consumer-Member shall furnish such easements as may be required by the Seller at no cost to the Seller.
3. 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 annual year shall not be less than **$309.31** 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 **$000.00** 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 of 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.

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

5. 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) day notice in writing.

6. 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 & LIGHT, INC.
SELLER

Arlene M. Kupfer
LVP&L Representative

CONSUMER-MEMBER

Debra K. Sleeper

Larry D Sleeper

Total Cost for Materials & Labor	$3,866.42
Total	$3,866.42

*** CONSUMER TO PROVIDE ALL EXCAVATION**

ANNUAL MINIMUM $3,866.42 x 16% / 2 METERS = $309.31 PER METER PER YEAR FOR FIVE YEARS

STATE OF Wyoming }
COUNTY OF Teton }

The foregoing instrument was acknowledged before me by Debra K. Sleeper & Larry D. Sleeper as their free act and deed this 10th day of March, 1994.

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

Janice T. Woodmancy

My Commission Expires: 7-28-96

Return to : Lower Valley Power & Light, Inc.
PO 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_____

THE LAW OFFICES OF
GERALDINE E. CHAMPION, State Bar #146147
1345 Broad Street
San Luis Obispo, California 93401
(805) 541-1515

Attorney for GILBERT M. PETER

577

245812

RECORDED April 1, 1994 2:25 P M
IN BOOK 42 Misc. PAGE 577
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

DECLARATION UNDER CALIFORNIA PROBATE CODE §§13100-13115

The undersigned hereby declares:

1. We make this declaration to induce WEXPRO COMPANY, to transfer to us the property described below under California Probate Code §§13100-13115.

2. ELIZABETH C. PETER died at Pacific Care Center, while domiciled in the City of Morro Bay, San Luis Obispo County, California, on or about December 12, 1993, leaving a Pour-Over Will and the ELIZABETH C. PETER LIVING TRUST dated July 12, 1993.

3. At least 40 days have elapsed since the death of the decedent, as evidenced by the decedent's death certificate. A certified copy of the decedent's death certificate was presented to WEXPRO COMPANY on or about December 30, 1993.

4. No proceeding is now being or has been conducted in California for administration of the decedent's estate.

5. The gross value of the decedent's real and personal property in California, excluding the property described in California Probate Code §13050 does not exceed sixty thousand dollars ($60,000) and includes the following:

Any and all interest in that certain
interest identified as Elizabeth C. Peter, ION 00294
(See attached Exhibit A for further particulars)

6. The declarants are the successors of the decedent (as defined in California Probate Code §13006) to the decedent's interest in the described property.

7. No other persons have a right to the interest of the decedent in the

///

REDCORDED MAR 11 1994 AT 9A M
IN BOOK 847 PAGE 1540-4 GREEN RIVER, WYO.
NO. 1157843 ALBERT S. YERSOL, COUNTY CLERK

described property.

8. Our names, addresses, and relationships to the decedent are as follows:

GILBERT M. PETER	Adult/Son	349 Fresno Avenue Morro Bay, CA 93442
GLEN O. PETER	Adult/Son	402 Pike Denver, CO 80233
JEAN E. LOSEKE	Adult/Daughter	4008 B. Farmington Dr. Champaign, IL 61820

9. The declarants request that the described property be paid, delivered, or transferred to the declarants.

10. We agree to hold WEXPRO COMPANY free and harmless and indemnify it against all liability, claims, demands, loss, damages, costs, and expense whatsoever that it may incur because of the transfer, payment, or delivery to us of the property.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: Feb 3, 1994

Gilbert M. Peter

GILBERT M. PETER
Social Security No. 520-26-2667

///

///

///

///

///

///

///

ACKNOWLEDGMENT

State of California)
) ss.
County of San Luis Obispo)

On this 3rd day of FEBRUARY, in the year 1994, before me **TAMI C TRUHITTE**, personally appeared GILBERT M. PETER, (personally known to me/proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this document, and acknowledged that he signed it.

OFFICIAL SEAL
TAMI C. TRUHITTE
Notary Public-California
PRINCIPAL OFFICE IN
SAN LUIS OBISPO COUNTY
My Commission Exp. 1-13-95

Tami C Truhitte
Notary Public for the State of California

DATED: FEB. 4 6, 1994

Glen O Peter
GLEN O. PETER
Social Security No. 520-22-6136

ACKNOWLEDGMENT

State of)
) ss.
County of Adams)

On this 4th day of February, in the year 1994, before me Michelle D. Voss, personally appeared GLEN O. PETER, (personally known to me/proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this document, and acknowledged that he signed it.

Michelle D Voss
Notary Public for the State of

My Commission Expires Oct. 6, 1997

MICHELLE D. VOSS
NOTARY PUBLIC
STATE OF COLORADO

///

///

///

///

DATED: 2/8, 1994

Jean E. Loseke

JEAN E. LOSEKE
Social Security No. 520-26-7774

ACKNOWLEDGMENT

State of Illinois)
) ss.
County of Champaign)

On this 8th day of Feb., in the year 1994, before me Jo Ann Corley, personally appeared JEAN E. LOSEKE, (personally known to me/proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this document, and acknowledged that she signed it.

Jo Ann Corley
Notary Public for the State of Illinois

OFFICIAL SEAL
JO ANN CORLEY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-12-95

5&C

581

001544

In re the Matter of Elizabeth C. Peter,
ION 00294

EXHIBIT A

Federal Serial Number - Evanston 024038
Township 13 North, Range 100 West, 6th P.M.
Section 15: N/2SW/4
Township 14 North, Range 100 West, 6th P.M.
Section 34: NE/4NW/4, NW/4NE/4, S/2NE/4, SE/4
Containing 400.00 acres, m/l
Sweetwater County, Wyoming
ORRI: 7/16ths of 1% Gross (.0043750 NRI)

Federal Serial Number - Evanston 024038-A
Township 13 North, Range 100 West, 6th P.M.
Section 15: SW/4SW/4
Containing 40.00 acres, m/l
Sweetwater County, Wyoming
ORRI: 7/16ths of 1% Gross (.0043750 NRI)

Federal Serial Number - W-92223
Township 27 North, Range 114 West, 6th P.M.
Section 10: N/2, N/2SW/4, SE/4SW/4, SE/4
Section 11: A11
Section 12: W/2NW/4, NW/4SW/4
Section 14: A11
Section 15: N/2
Containing 2320.00 acres, m/l
Sublette County, Wyoming
ORRI: 7/16ths of 1% Gross (.0043750 NRI)

AFFIDAVIT OF IDENTITY

STATE OF WYOMING }
}
COUNTY OF SUBLETTE }

KNOW ALL MEN BY THESE PRESENTS, THAT:

DONALD R. TOTTENHOFF, being first duly sworn deposes and says: "My name is **Donald R. Tottenhoff.** I am 57 years of age and reside in the City of Cheyenne, County of Laramie, State of Wyoming. I am familiar with lands situated in the **County of Sublette, State of Wyoming,** described as follows, to-wit:

Township 28 North, Range 112 West, 6th PM:
Section 10: E/2 NE/4:
Section 11: W/2 NW/4;
Section 33: N/2, SE/4;
Section 34: NW/4 NE/4
comprising 680 acres, more or less.

I was personally acquainted with **MILDRED L. LORENZ, also known as MILDRED B. LORENZ,** who inherited from her husband, Paul B. Lorenz, a portion of that certain overriding royalty interest reserved by Paul B. Lorenz in Assignment of Oil & Gas Lease dated June 25, 1958, from Paul B. Lorenz to Pan American Petroleum Corporation, covering the hereinabove described lands. **MILDRED L. LORENZ AND MILDRED B. LORENZ ARE ONE AND THE SAME PERSON.** Both Mildred L./B.Lorenz and her husband, Paul L. Lorenz are now deceased and their respective estates are probated in Laramie County, Wyoming.

I was well acquainted with said Mildred L./B. Lorenz for over 30 years. She was a close friend of my mother, Madelyn Tottenhoff, also known as Madelyn Spatz Tottenhoff .

Affiant further saith not.

Donald R Tottenhoff

DONALD R. TOTTENHOFF, Affiant
535 Oakhurst Drive, Cheyenne, Wyoming 82009-1076

245830

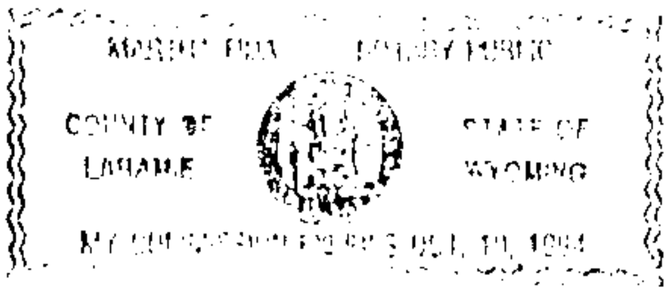
RECORDED April 5, 1994 9:00a M
IN BOOK 69 Misc PAGE 582
FEES $ 24.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

106082 0001
106083 0001

SUBSCRIBED and sworn to before me, a Notary Public in and for the **County of Laramie** and **State of Wyoming**, on this 16 day of Sept., 1993, by **DONALD R. TOTTENHOFF** who is personally known to me and known to me to be the same person who executed the foregoing instrument and he duly acknowledged the execution of same.

My Commission expires:

_____



Martha Fida
Notary Public in and for Laramie Co. Wyo.
Printed Name: Martha Fida

STATE OF WYOMING)
COUNTY OF LARAMIE)

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, 1993, personally appeared _____ to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that (s)he executed the same as his (her) free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires:

_____

_____
Notary Public in and for _____
Printed Name: _____

LAST WILL AND TESTAMENT

OF

PAUL B. LORENZ

I, PAUL B. LORENZ, a resident of Laramie County, and State of Wyoming, being of sound and disposing mind and memory, do hereby make, publish, declare and subscribe this instrument, in triplicate, as my last will and testament, hereby revoking all former wills and/or codicils by me made.

FIRST: I give, devise and bequeath, unto my wife, Mildred L. Lorenz, of Laramie County, Wyoming, all of my property, of whatsoever kind or nature, real, personal or mixed, to the full extent of my interest therein, in fee, absolute or otherwise, of which I may die seized or possessed, or to which I may be entitled.

SECOND: I nominate and direct that my wife, Mildred L. Lorenz, be appointed executrix of this, my last will and testament, and that she serve without bond, and with full power to do and perform any act in connection with such appointment as may be accorded by law.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 7th day of May, A. D. 1951.

Paul B Lorenz (SEAL)

We, the undersigned, do hereby certify that on the day of the date thereof, the testator named in the above instrument, Paul B. Lorenz, in our presence subscribed the foregoing instrument in triplicate, and declared

it to be his last will and testament, and we, at his request and in his presence and in the presence of one another hereunto subscribed our names as attesting witnesses, believing the said named testator to be of sound mind and memory.

Residing at Cheyenne, Wyoming

Residing at Cheyenne, Wyoming.

STATE OF WYOMING, COUNTY OF LARAMIE, SS: CERTIFICATE

I, Gerrie E. Bishop, Clerk of the [illegible] Court in and for Laramie County, Wyoming do hereby certify that the within and foregoing [illegible] is a full, true and correct copy of [illegible] this same appears on file or of record in my office as of this date.

Witness my hand and seal of said [illegible] this 5th day of September, 1923.

Clerk of District Court

By [illegible] Deputy

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF WYOMING,

IN AND FOR THE COUNTY OF LARAMIE

In Probate
Docket 18, No. 128

* * * * * * * *

FILED

DEC 23 1968

CLEO L. HUNTER
CLERK DISTRICT COURT

In the Matter of the Estate of)
)
PAUL B. LORENZ,)
)
Deceased.)

- - - - - - - -

FIRST AND FINAL ACCOUNT AND PETITION FOR DISTRIBUTION AND FINAL DISCHARGE

Mildred L. Lorenz, Executrix of the Estate of Paul B. Lorenz, deceased, respectfully shows the Court:

1. Paul B. Lorenz died on or about February 26, 1965, at Cheyenne, Wyoming, being at the time of his death a resident of and owning property within the State of Wyoming and County of Laramie and other counties within the said satate. Decedent left a last will and testament wherein petitioner was appointed executrix of said estate to act without bond. Subsequently, by order of this Court duly entered on May 24, 1965, said last will and testament was duly admitted to probate and Letters Testamentary were on June 29, 1965, issued to petitioner. Thereupon petitioner qualified as such Executrix and entered upon the administration of said estate.

2. Petitioner has duly caused to be published notice to creditors in the manner and form and for the time required by law, proper affidavit of publication setting forth the notice and showing the dates of publication being on file herein. Filed herewith is affidavit showing due publication of notice of final settlement of this estate containing a copy of the notice and showing the dates of publication, Petitioner, sole legatee under the will of said decedent hereby waives notice of the filing of such final settlement and hearing thereon.

3. There has been filed herein Inventory and Appraisement of all the estate of said decedent that has come to the knowledge or possession of the executrix.

4. More than six months have elapsed since first publication of notice to creditors and the estate is now in condition for final settlement.

5. Attached hereto as Exhibit "A" and by this reference incorporated herein is a full, true and correct account of petitioner's administration of said estate from the time of her appointment to the filing of this account.

6. All debts of the decedent and of the estate, expenses of administration thereof thus far incurred have been paid. By reason of the amount of the estate and the relationship of the sole legatee thereof to the decedent, no inheritance tax is due to the State of Wyoming and this Court should make due order to that effect.

7. Petitioner and her attorney have performed services in the administration of said estate, but both parties hereby waive the allowance of any fee for such services.

8. As more particularly appears from the first and final account attached hereto, the receipts of the estate have been small, that petitioner, as the sole beneficiary of the estate, has assumed and paid all debts of the decedent and expenses of administration of the estate, and has heretofore received what income there was as well as the proceeds of the sale of the 55 shares of United States Finance Company (formerly United States Shell Homes, Inc.); that the only property remaining to be distributed consists of various overriding royalty interests held under Federal and State oil and gas leases.

9. By the terms of said will, Mildred L. Lorenz, petitioner herein, is named as sole legatee and beneficiary of the estate and distribution of the entire estate should be made to her.

WHEREFORE, PETITIONER PRAYS:

1. That her first and final account be approved and settled;

2. That an order and decree be entered herein distributing all of the remaining property of said estate to Mildred L. Lorenz, sole legatee under the will of said decedent;

3. That upon proper accounting for such distribution the petitioner be finally discharged of her duties as executrix and the estate closed.

Mildred L. Lorenz
Mildred L. Lorenz

A. G. McClintock
Attorney for Estate

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

MILDRED L. LORENZ, first being duly sworn, states that she is the petitioner named in and who executed the foregoing instrument, that she has read the same and knows the contents thereof and that the same is true.

Mildred L. Lorenz
Mildred L. Lorenz

Subscribed and sworn to before me this 12 day of December, 1960.

Notary Public

My Commission expires May 26, 1969.

STATE OF WYOMING) CERTIFICATE
I, Carrie E. Bishop, Clerk of the District Court, do hereby certify that the within instrument was filed for record on the 20th day of September, 1993 at 10:45 o'clock A.M. and recorded in Book 587 of Misc. on page 586 as the same appears on record in my office.
Witness my hand and seal of said Court this 20th day of September, 1993.

CARRIE E. BISHOP
Clerk of District Court

By Deputy

EXHIBIT "A"

FIRST AND FINAL ACCOUNT

EXECUTRIX CHARGES HERSELF AS FOLLOWS:

Original estate as shown in inventory and appraisement:		$ 967.96
ADD:		
Receipts from sale of 55 shares of United States Finance Company		$2,855.86
TOTAL ESTATE CHARGEABLE		$3,823.82

EXECUTRIX CREDITS HERSELF AS FOLLOWS:

55 shares of United States Finance Company sold by Executrix	$ 577.50	
Proceeds of sale of stock paid over to widow	2,855.86	
Balance of property on hand for distribution to widow:		
Certificat of capital contribution Cheyenne Country Club	$ 1.00	
Overriding royalty interests under Federal and state leases per Schedule "A" [illegible] and Appraisement	389.16	
		390.16
TOTAL CREDITS		$3,823.52

NOTE: No separate bank account for the estate was maintained by the executrix, the only income thereto being the small proceeds from lease Wyoming 039598, operated by Pan American Petroleum Corporation and which did not exceed $200, far less than the amount of money paid out by the widow for funeral, expenses of last sickness and administration costs.

589

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF WYOMING,

IN AND FOR THE COUNTY OF LARAMIE

In Probate

Docket 18, No. 128

* * * * * * * *

FILED

JAN 3 1969

CLEO L. HUNTER
CLERK DISTRICT COURT

In the Matter of the Estate of)
)
PAUL B. LORENZ,)
)
Deceased.)

- - - - - - - -

ORDER APPROVING FIRST AND FINAL ACCOUNT, DECREE OF DISTRIBUTION, AND ORDER OF FINAL DISCHARGE

Mildred L. Lorenz, Executrix of the Estate of Paul B. Lorenz, deceased, having on December 23, 1968, rendered and filed in this Court a full account of her administration of the estate of Paul B. Lorenz, deceased, and filed with said account a petition for distribution of said estate, and the matter coming on regularly this day to be heard, proof having been made to the satisfaction of the Court that notice of the settlement of said account and of the hearing on said petition has been given in the manner and for the time required by law, the Court finds:

1. That said account is in all respects true and correct;

2. That due and legal notice to creditors of said estate has been given in the manner and for the time required by law; that all claims and other charges against the estate, including expenses of administration, have been paid by petitioner as the sole legatee and beneficiary of the estate; that petitioner and her attorney have waived allowance of any fee for their services; and the estate is now ready to be closed;

3. That Paul B. Lorenz died February 26, 1969, being at the time of his death a resident of and having property in Laramie County, Wyoming, as well as in other counties in the State of Wyoming; that by reason of the size of the estate and the relationship of the sole beneficiary thereof to the decedent, no inheritance tax is due to the State of Wyoming; that by the terms of the last will and testament of said decedent, duly admitted to probate herein, all property of the decedent is given to Mildred L. Lorenz, widow and sole legatee of the decedent;

4. That the balance of the property in the estate, consisting of overriding royalty interests under Federal and State oil and gas leases, as well as any other property owned by the decedent at the time of his death, and whether known or unknown, should be distributed in accordance with the provisions of said last will; that Mildred L. Lorenz, widow of the decedent, is entitled to distribution of all estate remaining in the estate.

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

1. That the first and final account of said Executrix be and the same hereby is approved;

J-21

2. That the filing of a state inheritance tax with the Inheritance Tax Commissioner of the State of Wyoming is excused;

3. All property of the decedent, including without limitation the royalty interests under Federal and State oil and gas leases as set forth in Schedule "A" hereto attached and by this reference incorporated as a part hereof, and all other property, real or personal and wheresoever situated, whether described in the inventory and appraisement of the estate or this decree, owned by the decedent or in which he may have an interest, legal or equitable, vested or contingent, and whether known or unknown at the entry of this decree, be and the same hereby is distributed, set over and confirmed to the said Mildred L. Lorenz, widow and sole legatee and devisee of the decedent;

IT FURTHER APPEARING that all costs of this Court have been paid; that there is no property within the custody and control of the executrix requiring manual delivery from her to herself as sole legatee of the estate; and that no further receipt by any beneficiary is necessary;

IT IS FURTHER ORDERED that the said petitioner be and she hereby is discharged of her duties as executrix and the estate is closed.

DATED Janury 3, 1969.

STATE OF WYOMING)
) ss. CERTIFICATE
I, Garla E. Bla... Clerk of the Dist... Court, ... County, Wyoming, hereby certify that the ... and foregoing ... is a full, true and ... the same appears on file or of record ... as of this date.
Witness my hand and seal of said court this ... day of September A.D. 19 93

Clerk of District Court

By Ramona McCoy Deputy

590

SCHEDULE "A"

OVERRIDING ROYALTY INTERESTS UNDER FEDERAL AND STATE OIL AND GAS LEASES IN STATE OF WYOMING

I. Producing Lease, Natrona County, Wyoming

USA Wyoming 039598
Issued April 1, 1956
T. 39 N., R. 80 W., 6th P. M.
Sec. 2: Lots 1-4, S/2N/2, S/2
containing 643.15 acres
Decedent owned 2/7 of 1-3/4%

II. Non-producing Federal leases in Wyoming:

Decedent had beneficial interest in 1/2% overriding royalty

A. Converse County, Wyoming
USA Ser. No. Wyo. 040817
June 1, 1956
T. 33 N., R. 69 W., 6th P. M.
Sec. 15: S/2SW/4
Sec. 22: N/2SW/4
containing 160 acres

B. Natrona County, Wyoming
USA Ser. No. Wyo. 0175660-A
December 1, 1953
T. 33 N., R. 87 W., 6th P. M.
Sec. 22: SE/4SW/4
40.00 acres

C. Niobrara County, Wyoming
USA Ser. No. Wyo. 042922-B
T. 37 N., R. 63 W., 6th P. M.
Sec. 6: E/2NW/4
80.00 acres

D. Sublette County, Wyoming
USA Ser. No. Wyo. 038913
November 1, 1956
T. 28 N., R. 112 W., 6th P. M.
Sec. 33: N/2SE/4
80.00 acres

USA Ser. No. Wyo. 038913-A
T. 28 N., R. 112 W., 6th P. M.
Sec. 10: E/2NE/4
Sec. 11: W/2NW/4
Sec. 34: NW/4NE/4
200.00 acres

E. Sweetwater County, Wyoming
USA Ser. No. Wyo. 042811
August 1, 1956
T. 19 N., R. 97 W., 6th P. M.
Sec. 2: Lots 5-8, S/2N/2
Sec. 4: Lots 5-8, S/2NE/4
563.72 acres

STATE OF WYOMING, COUNTY OF UINTA, ss: CERTIFICATE
I, Gerrie E. Bishop, Clerk of the District Court in and for Uinta County, Wyoming, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on file of record in my office and that the same is in full force and effect as of this date.
Witness my hand and seal this 14th day of September, 1993
GERRIE E. BISHOP
Clerk of District Court
By Deanna McCoy
Deputy

III. Non-producing State of Wyoming lease

Weston County, Wyoming
Ser. No. 62-25496
T. 48 N., R. 68 W., 6th P. M.
Sec. 16: E/2 320.00 acres

TOTAL ACREAGE 1,443.72 acres

1/2% ORR in 1,433.72 acres = 115.56 royalty acres.

STATE OF WYOMING, COUNTY OF LARAMIE, SS: CERTIFICATE

I, Cindy E. Bishop, Clerk of the District Court in and for Laramie County, Wyoming do hereby certify that the within and foregoing instrument is a true and correct copy of the original instrument as the same appears on file or of record in my office and that it is in full force and effect as of this date.

Witness my hand and seal of said court this 14th day of September, 1993.

CINDY E. BISHOP
Clerk of District Court

By Deputy

593

AFFIDAVIT OF SURVIVORSHIP

THE STATE OF WYOMING,
COUNTY OF SWEETWATER, ss:

GEORGE H. SEARLE, of legal age and first being duly sworn on oath, deposes and says as follows:

1. That he is the surviving joint tenant of MILES K. SEARLE, who died on September 5, 1993, near Vernal, Uintah County, State of Utah.

2. That certified copy of the death certificate of MILES K. SEARLE is attached hereto.

3. That at the time of the death of said MILES K. SEARLE, he was vested with a parcel of land, to wit:

> Lot Two (2) of Green River Ranch Unit C, being a portion of Section Ten (10), Township 35 north, Range 111 west, 6th Principal Meridian, Sublette County, Wyoming, as said parcel or lot is laid down and described on the duly recorded plat thereof on file and of record in the Office of the Sublette County Clerk and Ex officio Register of Deeds, subject to all prior exceptions and reservations of record.

Said Warranty deed being executed in accordance with the terms of a Trust Agreement dated April 1, 1973 by and between Jack D. Richardson and Norma J. Richardson, husband and wife, Trustors and William L. Christie and Ezio Valentini, Purchasers.

4. That the death of MILES K. SEARLE terminated his ownership in and to said property Lot Two (2) of Green River Ranch Unit C, being a portion of Section 10 (10), Township 35 North, Range 111 West 6th Principal Meridian, Sublette County, Wyoming, and that GEORGE H. SEARLE is the surviving joint tenant of MILES K SEARLE and property became vested entirely to GEORGE H. SEARLE.

DATED, THIS 22 DAY OF March, 1994.

George H. Searle
GEORGE H. SEARLE

The foregoing Affidavit of Survivorship was acknowledged before me this 22 day of March, 1994, by GEORGE H. SEARLE.

Sharon Hamilton
NOTARY PUBLIC

My Commission Expires:
July 28 - 1997

SHARON J. HAMILTON - Notary Public
County of Sweetwater
State of Wyoming
My Commission Expires July 28, 1997

245850

RECORDED April 5, 1994 10:30AM
IN BOOK 62 Misc. PAGE 593
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saylor

SEP - 8 1993

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

STATE OF UTAH - DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

143 93 007106

STATE FILE NUMBER

LOCAL FILE NUMBER 24-060

AMENDED 1 of 2

DECEDENT

1 NAME OF DECEDENT FIRST	MIDDLE	LAST	2 SEX	3a DATE OF DEATH (Mo Day Yr)	3b TIME OF DEATH (24 hr clock)
Miles	K.	Searle	Male	Sep 5, 1993	Found 08:15

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
Nov 18, 1940	52 Yrs					Vernal, Utah	529-54-0769

8a PLACE OF DEATH (Check only one): HOSPITAL ☐ Inpatient ☐ ER Outpatient ☐ DOA; OTHER Other ☐ Nursing Home ☐ Residence ☐ Other

8b NAME OF HOSPITAL, NURSING HOME OR OTHER FACILITY (If outside a facility give street address of location): Diamond Mtn. Rimrock Ranch

8c CITY, TOWN OR LOCATION OF DEATH	8d COUNTY OF DEATH	9 SURVIVING SPOUSE (If wife, give maiden name)
Near Vernal, Utah	Uintah	N/A

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	Co Owner & Operator	Searle Bros. Constructior

13a RESIDENCE - STREET AND NUMBER	13b CITY, TOWN, OR COMMUNITY	13c COUNTY	13d STATE
149 Pollux Drive	Rock Springs	Sweetwater	Wyoming

13e INSIDE CITY LIMITS?	13f ZIP CODE	14 WAS DECEDENT OF HISPANIC ORIGIN? (If yes specify)	15 RACE - Black, White, Am. Indian (Tribe 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	82901	☐ Yes ☒ No ☐ Mexican ☐ Cuban ☐ Puerto Rican ☐ Other (Specify)	White	-8-

PARENTS

17 FATHER'S NAME (First, Middle, Last)	18 MAIDEN NAME OF MOTHER (First, Middle, Last)
Raymond Searle	Hallie Amber Willis

INFORMANT

19 NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT: Mrs. Helen Vasa (Daughter) 109 Pollux Dr. Rock Springs, Wy. 82901

DISPOSITION

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	Sept. 6, 1993	Rest Haven Memorial Gardens	Rock Springs, Wyoming

22 SIGNATURE OF FUNERAL SERVICE LICENSEE	23 LICENSEE NUMBER	24 FUNERAL HOME (Name, address and license number)
▶ Michael P O'Donnell	00540-0801-7	Neil O'Donnell & Sons Mortuary #58 372 East 100 South Salt Lake City, Utah 84111

CERTIFIER

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 1931019 (HOUR / MO / DAY / YEAR)

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.)
▶ Edward A. Leis MD	9167	9/6/93

28 NAME AND ADDRESS OF PERSON WHO CERTIFIED THE CAUSE OF DEATH (ITEM 31) (Type/print): Edward A. Leis, M.D., Asst. Med. Exam., 48 N. Medical Dr., Salt Lake City, Utah 84113

REGISTRAR

29 REGISTRAR'S SIGNATURE: ▶ John E Brockert

30 DATE FILED (Month, Day, Year): SEP - 8 1993

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	HYPERTENSIVE ATHEROSCLEROTIC CARDIOVASCULAR DISEASE	
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 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 — Probably Contributed
☐ 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? No ☐ Yes ☒ No

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

34 MANNER OF DEATH: ☒ Natural ☐ Accident Natural ☐ 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)

USE PERMANENT BLACK INK

11- Via Valley 2-

UDH BVRHS Form 12, Rev. 1-1-89

SDH-BHS 94 (1/93)

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: SEP 21 1993

John E Brockert

John E. Brockert
DIRECTOR OF VITAL STATISTICS

SL 676174

THE GREAT SEAL OF THE STATE OF UTAH 1896

WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY FOR OFFICIAL PURPOSES. ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATION.

594

STATE OF UTAH—DEPARTMENT OF HEALTH

595

UTAH STATE DEPARTMENT OF HEALTH

AFFIDAVIT TO AMEND A RECORD

2 of 2

24-060
LOCAL CERTIFICATE NUMBER

☐ BIRTH ☒ DEATH ☐ FETAL DEATH

143 93 007106
STATE CERTIFICATE NUMBER

1a. FIRST NAME	1b. MIDDLE NAME	1c. LAST NAME
Miles	K.	Searle

2. SEX	3. DATE OF EVENT	4. PLACE OF OCCURRENCE (city and county)
Male	September 5, 1993	Near Vernal, Uintah

5. NAME OF FATHER	6. MAIDEN NAME OF MOTHER
Raymond Searle	Hallie Amber Willis

MAKE NO CORRECTIONS ABOVE THIS LINE

7. ITEM NUMBER	8a. FACTS EXACTLY AS STATED ON THE ORIGINAL RECORD	8b. FACTS AS THEY SHOULD HAVE BEEN STATED ON THE ORIGINAL AT THE TIME OF OCCURRENCE
9	Surviving spouse: N/A	9 Surviving spouse: Nellie A. Mohar
11	Marital status: Divorced	11 Marital status: Married
13e	Inside city limits: Yes	13e Inside city limits: No
16	Education: (8)	16 Education: 12

9. To correct marital status, city limits, and education

I hereby certify, under penalty of perjury, that I have personal knowledge of the above facts and that the information given above is true and correct.

10. SIGNATURE OF FIRST WITNESS	11. DATE SIGNED
Nellie A. Searle	9-29-93

12. AGE OF WITNESS	13. RELATIONSHIP OF WITNESS TO THE PERSON WHOSE RECORD IS BEING AMENDED
51	Spouse

14. ADDRESS OF WITNESS (street, city, state, zip)
149 Pollux Drive, Rock Springs, Wyoming 82901

Subscribed & sworn to before me
this 29th day of Sept. 19 93.
Notary Public Dan L Jeter
Residence Rock Springs, Wyoming (SEAL)
My commission
expires Jan. 16, 1995

I hereby certify, under penalty of perjury, that I have personal knowledge of the above facts and that the information given above is true and correct.

15. SIGNATURE OF SECOND WITNESS	16. DATE SIGNED
Helen Vasa	9-29-93

17. AGE OF WITNESS	18. RELATIONSHIP OF WITNESS TO THE PERSON WHOSE RECORD IS BEING AMENDED
29	Daughter

19. ADDRESS OF WITNESS (street, city, state, zip)
109 Pollux Drive, Rock Springs, Wyoming 82901

Subscribed & sworn to before me
this 29th day of Sept. 19 93.
Notary Public Dan L Jeter
Residence Rock Springs, Wyoming (SEAL)
My commission
expires Jan. 16, 1995

20. DATE ACCEPTED	21. OFFICE OF THE STATE OR LOCAL REGISTRAR
10-1-93	John E Brockert /sm DIRECTOR, BUREAU OF VITAL RECORDS

SDH-BHS-8 9/79

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: OCT 21 1993

John E Brockert
John E. Brockert
DIRECTOR OF VITAL STATISTICS

SDH-BHS 94 (1/93)

SL 676127

THE GREAT SEAL OF THE STATE OF UTAH 1896

WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY FOR OFFICIAL PURPOSES. ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATION.

NITY M[redacted]

SCALE: 1" = 1500'

NOTES

[redacted] ORIGINAL SUBDIVISION SHALL
OT DIVISIONS

ECTIVE COVENANTS FOR HOBACK
FILED IN THE SUBLETTE COUNTY

OF EITHER LOT SHOWN HEREON
MPLIANCE WITH ALL SUBDIVISION
IN SUBLETTE COUNTY

NORTH LINE OF THE SE 1/4,
113 W = S 89° 53' 30" E,

WAGE DISPOSAL SYSTEM

WATER SOURCE

OF ROADS

APPROVAL

02 AND 103 AND 18-5-301
AS AMENDED, THE FOREGOING
GULAR MEETING OF THE BOARD
ON THE 5th DAY OF
TO THE PROVISION OF THE
TOBER 26, 1977, AS AMENDED
PROVAL DOES NOT CONSTITUTE
ROADWAYS AS COUNTY ROADS.
ACCOMPLISHED BY COMPLIANCE
1, WYOMING STATUTES, 1977,

ISSIONER

THE STATE OF WYOMING
COUNTY CLERK
SUBLETTE COUNTY

[redacted]
ARY PUBLIC - WYOMING
Uinta County
My Comm. Exp. Nov. 28, 1994

CERTIFICATE OF OWNERS

STATE OF)
COUNTY OF) ss

KNOW ALL MEN BY THESE PRESENTS:

WE, DUANE E. AND SUSAN C. THOMAS, HEREBY CERTIFY THAT THE FORGOING LOT DIVISION OF TRACT 18, SHEET 8 OF THE HOBACK RANCH SUBDIVISION, AS PLATTED AND FILED IN THE SUBLETTE COUNTY CLERK'S OFFICE, PINEDALE, WYOMING, BEING THE NW 1/4 SE 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 113 WEST, 6th P.M., SUBLETTE COUNTY, WYOMING, AS IT APPEARS ON THIS PLAT, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, AND THAT TRACT 18, SHEET 8 OF THE HOBACK RANCH SUBDIVISION IS HEREBY VACATED IN ACCORDANCE WITH WYOMING STATUTES, 1977, AS AMENDED SECTION 34-12-108, BEING RECONFIGURED AS TRACT 18-1 AND TRACT 18-2, AND THE SUBLETTE COUNTY CLERK IS REQUESTED TO WRITE "VACATED, SEE LOT DIVISION PLAT" ACROSS THE APPROPRIATE PART OF THE RECORDED PLAT OF HOBACK RANCH SUBDIVISION, IN ACCORDANCE WITH SECTION 34-12-110.

Duane E. Thomas
DUANE E. THOMAS

Susan C. Thomas
SUSAN C. THOMAS

NOTARIAL CERTIFICATE

STATE OF Florida)
COUNTY OF Columbia) ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY DUANE E. THOMAS AND SUSAN C. THOMAS, OWNERS OF THE ABOVE DESCRIBED PROPERTY THIS 24th DAY OF March, 1994.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES [redacted]

ANN DUPREE
MY COMMISSION # CC 264178
EXPIRES: March 10, 1997
Bonded Thru Notary Public Underwriters

Ann Dupree
NOTARY PUBLIC

245879
RECORDED April 6, 1994 3:30PM
IN BOOK 48 Misc PAGE 596
FEES 50.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

MAP of LOT DIVISION of

TRACT 18, SHEET 8

HOBACK RANCH SUBDIVISION

NW 1/4 SE 1/4 SECTION 2
T 36 N, R 113 W, 6th P.M.
SUBLETTE COUNTY, WYOMING

UINTA ENGINEERING and SURVEYING, INC.
808 MAIN STREET, EVANSTON, WYOMING 82930
(307) 789-3602

596

1-31-94

93-16-7

597

RECORDED April 8, 1994 2:45pM
IN BOOK 49 Misc. PAGE 597
FEES 4.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

By Cathy Saxton

245917

529910

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this 9th day of March, 1994, by and between the undersigned, as tract owners within Big Country Ranches 3rd filing Sublette County, a Wyoming subdivision;

W I T N E S S E T H:

WHEREAS the road which furnishes access to the individual tracts within the Big Country Ranches 3rd Filing subdivision is not publicly maintained; and

WHEREAS it would be to the mutual benefit of the tract owners within said subdivision that said road be maintained; and

WHEREAS the cost of said maintenance should be shared equally by all tract owners within said subdivision; and

WHEREAS the benefits of maintenance of said road will also be of equal benefit of future tract owners.

NOW THEREFORE, in consideration of the sum of Ten ($10.00) Dollars in hand paid by each party hereto to the other parties hereto, the receipt and sufficiency whereof is hereby acknowledged, and in further consideration of the mutual covenants, promises and agreements hereinafter set forth, it is hereby mutually covenanted, promised and agreed as follows:

1. That the tract owners within said Big Country Ranches 3rd filing shall meet once a year to determine the amount to be raised from the owners of tracts within said subdivision for maintenance of said road.

2. That they shall appoint one of their members as the person to collect this money, contract for the maintenance and pay for the maintenance as completed.

3. That as new people purchase tracts within this subdivision, they will be encouraged to execute this agreement, and thereafter be assessed the annual maintenance fee for current year and subsequent years, the same as the original signers hereof.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 9th day of March, 1994.

Robert C Looney (Lot 12) 9 March 94 Date — Charles Hunt, Lot 8 March 1994 Date

V.A. Zarlingo Lot 20 T 20-13 March 9 1994 Date — Earl J. Martin 3-9-94 Lot 21 Date

State of Wyoming
County of Sublette
The foregoing instrument was acknowledged before me this 9th day of March, 1994, by Robert C. Looney, Charles Hunt, Jr., V.A. Zarlingo, Earl J. Martin, Kathy Masters, Lance M. Shaffer, James Harrison, Betty L. Hunt

Witness my hand and official seal Susan J. Hanson
Notary

Susan J. Hanson — County of Sublette — My Commission Expires: Notary Public State of Wyoming Dec. 12, 1994

Kathy Masters Lot 6 3-9-94
Lance M. Shaffer, Lots 10 & 11 3/9/94
James Harrison 9
L Stults Lot 7 3rd Filing 3-9-94

THE STATE OF WYOMING

MIKE SULLIVAN
GOVERNOR

Board of Control

GORDON W. FASSETT
STATE ENGINEER

4E, HERSCHLER BUILDING
CHEYENNE, WYOMING 82002

TELEPHONE NO. (307) 777-6178
FAX NO. (307) 777-5451

FRANCIS CARR
ADMINISTRATOR

WILLIAM JONES, SUPERINTENDENT
WATER DIVISION NO. 1
MICHAEL WHITAKER, SUPERINTENDENT
WATER DIVISION NO. 2
CRAIG COOPER, SUPERINTENDENT
WATER DIVISION NO. 3
JADE HENDERSON, SUPERINTENDENT
WATER DIVISION NO. 4

CERTIFICATE

Docket Number IV-92-2-2

STATE OF WYOMING)
COUNTY OF LARAMIE) SS.
BOARD OF CONTROL)

I, Francis A. Carr, as Ex-Officio Secretary of the Board of Control, of the State of Wyoming, do hereby certify that the following named document, which is attached hereto, is a true and correct copy of the original document as the same appears of record in the office of said Board, in Order Record 40, on Pages 505 through 507, namely:

> Order granting the petition for voluntary abandonment of a portion of the R.P. O'Neil appropriation, Permit No. 626 Enl., the Enl. Lee (Pine Creek No. 1 Canal) with a priority of February 25, 1901.

IN WITNESS WHEREOF, I hereunto set my hand and affix the Seal of said Board, at Cheyenne, this 6th day of April 1994.

Francis A. Carr
Ex-Officio Secretary

345923

RECORDED April 8 1994 4:15 PM
IN BOOK 62 Misc. PAGE 898
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

IN THE MATTER OF THE PETITION FOR VOLUNTARY ABANDONMENT OF A PORTION OF THE R.P. O'NEIL APPROPRIATION, PERMIT NO. 626 ENL., DIVERTING FROM PINE CREEK, A TRIBUTARY OF THE WEST FORK OF NEW FORK RIVER, A TRIBUTARY OF THE NEW FORK RIVER, WHICH IS A TRIBUTARY OF THE GREEN RIVER THROUGH THE ENL. LEE (PINE CREEK NO. 1 CANAL) DITCH WITH A PRIORITY OF FEBRUARY 25, 1901. (O.R. 3, P. 281; C.R. 6, P. 101; PROOF NO. 5489)

DOCKET NUMBER IV-92-2-2
IN WATER DIVISION NUMBER FOUR

PETITIONER: ROBERT ROSS HOCKER, P.O. BOX 848, PINEDALE, COUNTY OF SUBLETTE, STATE OF WYOMING 82941.

This matter was considered by the State Board of Control at its regular meeting on May 22, 1992, with the following results:

FINDINGS OF FACT

1. THAT the petitioner is the owner of that portion of the R.P. O'Neil appropriation for which voluntary abandonment is sought as evidenced by a Certificate of Ownership from the County Clerk of Sublette County, Wyoming.

2. THAT the appropriation involved is the R.P. O'Neil appropriation, Permit No. 626 Enl., adjudicated under Proof No. 5489 in the amount of 2.65 c.f.s. for the irrigation of 185.52 acres diverting from Pine Creek, a tributary of the West Fork of the New Fork River, a tributary of the New Fork River, which is a tributary of the Green River through the Enl. Lee (Pine Creek No. 1 Canal) Ditch with a priority of February 25, 1901, and of record in Order Record 3, Page 281; Certificate Record 6, Page 101 describing the lands irrigated as follows:

Township 33 North, Range 108 West			
Section 31:	NE¼NW¼	40.00 acres	
	Lot 1 (NW¼NW¼)	39.33	
	Lot 2 (SW¼NW¼)	36.38	
	SE¼NW¼	28.00	
	Lot 3 (NW¼SW¼)	1.81	
Subtotal		145.52 acres	(2.08 c.f.s.)
Township 33 North, Range 109 West			
Section 11:	SW¼NE¼	40.00 acres	
Subtotal		40.00 acres	(0.57 c.f.s.)
Grand Total		185.52 acres	(2.65 c.f.s.)

559

3. THAT the petitioner requested voluntary abandonment of the following described portion of the R.P. O'Neil appropriation, Permit No. 626 Enl.:

Township 33 North, Range 108 West		
Section 31: Lot 3(NW¼SW¼)	1.81 acres	
Total	1.81 acres	(0.03 c.f.s.)

The remainder of the appropriation is unaffected by this petition.

4. THAT the petitioner stated that water is not presently being diverted and not being put to beneficial use on these 1.81 acres and that water will not be diverted and beneficially used on these lands in the future.

5. THAT a map showing the exact location of the acreage for which voluntary abandonment is sought accompanied the petition.

6. THAT the petitioner declared his intention to voluntarily abandon that portion of the R.P. O'Neil appropriation described in Paragraph No. 3 above and requested that a proper Order of the Board be entered declaring such abandonment.

CONCLUSIONS OF LAW

The State Board of Control has jurisdiction both to consider the petitioner's request for voluntary abandonment and to prepare and promulgate the Order hereinafter set forth disposing of said petition.

The Findings of Fact contain the elements necessary to comply with Section 41-3-401, W.S. 1977, pertaining to abandonment and the petition should be granted.

ORDER

IT IS HEREBY ORDERED THAT this petition be and the same is **GRANTED.**

IT IS FURTHER ORDERED THAT the following described portion of the R.P. O'Neil appropriation, Permit No. 626 Enl., the Enl. Lee (Pine Creek No. 1 Canal) Ditch be and the same is **ABANDONED.**

Township 33 North, Range 108 West		
Section 31: Lot 3(NW¼SW¼)	1.81 acres	
Total	1.81 acres	(0.03 c.f.s.)

THAT the remainder of the appropriation is unaffected by the granting of this petition and is described as follows:

Township 33 North, Range 108 West			
Section 31:	NE¼NW¼	40.00 acres	
	Lot 1(NW¼NW¼)	39.33	
	Lot 2(SW¼NW¼)	36.38	
	SE¼NW¼	28.00	
Subtotal		143.71 acres	(2.05 c.f.s.)
Township 33 North, Range 109 West			
Section 11:	SW¼NE¼	40.00 acres	
Subtotal		40.00 acres	(0.57 c.f.s.)
Grand Total		183.71 acres	(2.62 c.f.s.)

DONE AT CHEYENNE, COUNTY OF LARAMIE, STATE OF WYOMING THIS 22ND DAY OF MAY 1992.

STATE BOARD OF CONTROL

Gordon W. Fassett
GORDON W. FASSETT, PRESIDENT

ATTEST:

Francis A. Carr
FRANCIS A. CARR, EX-OFFICIO SECRETARY

ENTERED: JANUARY 29, 1993

THE STATE OF WYOMING

MIKE SULLIVAN
GOVERNOR

Board of Control

GORDON W. FASSETT
STATE ENGINEER

4E, HERSCHLER BUILDING
CHEYENNE, WYOMING 82002

TELEPHONE NO. (307) 777-6178
FAX NO. (307) 777-5451

FRANCIS CARR
ADMINISTRATOR

WILLIAM JONES, SUPERINTENDENT
WATER DIVISION NO. 1
MICHAEL WHITAKER, SUPERINTENDENT
WATER DIVISION NO. 2
CRAIG COOPER, SUPERINTENDENT
WATER DIVISION NO. 3
JADE HENDERSON, SUPERINTENDENT
WATER DIVISION NO. 4

CERTIFICATE

Docket Number IV-92-2-1

STATE OF WYOMING)
COUNTY OF LARAMIE) SS.
BOARD OF CONTROL)

I, Francis A. Carr as Ex-Officio Secretary of the Board of Control, of the State of Wyoming, do hereby certify that the following named document, which is attached hereto, is a true and correct copy of the original document as the same appears of record in the office of said Board, in Order Record 40, on Pages 502 through 504, namely:

> Order granting the petition for voluntary abandonment of a portion of the Lawrence H. Ecklund appropriation, Permit No. 4392 Enl., with a priority of October 4, 1920.

IN WITNESS WHEREOF, I hereunto set my hand and affix the Seal of said Board, at Cheyenne, this 6th day of April 1994.

Francis A. Carr
Ex-Officio Secretary

245924
245924

RECORDED April 8, 1994 4:15 P M
IN BOOK 42 Misc. PAGE 502
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

IN THE MATTER OF THE PETITION FOR VOLUNTARY ABANDONMENT OF A PORTION OF THE LAWRENCE H. ECKLUND APPROPRIATION, PERMIT NO. 4392 ENL., DIVERTING FROM THE WEST FORK OF THE NEW FORK RIVER, A TRIBUTARY OF THE NEW FORK RIVER, WHICH IS A TRIBUTARY OF THE GREEN RIVER THROUGH THE ENL. ECKLUND DITCH WITH A PRIORITY OF OCTOBER 4, 1920.
(O.R. 6, P. 736; C.R. 45, P. 529; PROOF NO. 19483)

DOCKET NUMBER IV-92-2-1
IN WATER DIVISION NUMBER FOUR

PETITIONER: ROBERT ROSS HOCKER, P.O. BOX 848, PINEDALE, COUNTY OF SUBLETTE, STATE OF WYOMING 82941.

This matter was considered by the State Board of Control at its regular meeting on May 22, 1992, with the following results:

FINDINGS OF FACT

1. THAT the petitioner is the owner of that portion of the Lawrence H. Ecklund appropriation for which voluntary abandonment is sought as evidenced by a Certificate of Ownership from the County Clerk of Sublette County, Wyoming.

2. THAT the appropriation involved is the Lawrence H. Ecklund appropriation, Permit No. 4392 Enl., adjudicated under Proof No. 19483 in the amount of 2.43 c.f.s. for the irrigation of 170.1 acres diverting from the West Fork of the New Fork River, a tributary of the New Fork River, which is a tributary of the Green River through the Enl. Ecklund Ditch with a priority of October 4, 1920, and of record in Order Record 6, Page 736; Certificate Record 45, Page 529 describing the lands irrigated as follows:

Township 33 North, Range 108 West			
Section 31:	SW¼NW¼	3.2	acres
	SE¼NW¼	12.0	
	NE¼SW¼	40.0	
	NW¼SW¼	37.9	
	NW¼SE¼	39.0	
	SW¼SE¼	38.0	
Total		170.1	acres (2.43 c.f.s.)

3. THAT the petitioner requested voluntary abandonment of the following described portion of the Lawrence H. Ecklund appropriation, Permit No. 4392 Enl.:

Township 33 North, Range 108 West		
Section 31: Lot 3($NW\frac{1}{4}SW\frac{1}{4}$)	2.34 acres	
Total	2.34 acres	(0.03 c.f.s.)

The remainder of the appropriation is unaffected by this petition.

4. THAT the reason for the requested abandonment is because the area described above will be inundated by the construction of a planned reservoir, the Featherdown Reservoir. Water will no longer be diverted and beneficially applied to these 2.34 acres.

5. THAT a map showing the exact location of the acreage for which voluntary abandonment is sought accompanied the petition.

6. THAT the petitioner declared his intention to voluntarily abandon that portion of the Lawrence H. Ecklund appropriation described in Paragraph No. 3 above and requested that a proper Order of the Board be entered declaring such abandonment.

CONCLUSIONS OF LAW

The State Board of Control has jurisdiction both to consider the petitioner's request for voluntary abandonment and to prepare and promulgate the Order hereinafter set forth disposing of said petition.

The Findings of Fact contain the elements necessary to comply with Section 41-3-401, W.S. 1977, pertaining to abandonment and the petition should be granted.

ORDER

IT IS HEREBY ORDERED THAT this petition be and the same is **GRANTED.**

IT IS FURTHER ORDERED THAT the following described portion of the Lawrence H. Ecklund appropriation, Permit No. 4392 Enl., the Enl. Ecklund Ditch, be and the same is **ABANDONED.**

Township 33 North, Range 108 West			
Section 31:	Lot 3(NW¼SW¼)	2.34	acres
Total		2.34	acres (0.03 c.f.s.)

THAT the remainder of the appropriation is unaffected by the granting of this petition and is described as follows:

Township 33 North, Range 108 West			
Section 31:	Lot 2(SW¼NW¼)	3.20	acres
	SE¼NW¼	12.00	
	NE¼SW¼	40.00	
	Lot 3(NW¼SW¼)	35.56	
	NW¼SE¼	39.00	
	SW¼SE¼	38.00	
Total		167.76	acres (2.40 c.f.s.)

DONE AT CHEYENNE, COUNTY OF LARAMIE, STATE OF WYOMING THIS 22ND DAY OF MAY 1992.

STATE BOARD OF CONTROL

Gordon W. Fassett
GORDON W. FASSETT, PRESIDENT

ATTEST:

Francis A. Carr
FRANCIS A. CARR, EX-OFFICIO SECRETARY

ENTERED: JANUARY 29, 1993

THE STATE OF WYOMING

MIKE SULLIVAN
GOVERNOR

Board of Control

GORDON W. FASSETT
STATE ENGINEER

4E, HERSCHLER BUILDING
CHEYENNE, WYOMING 82002

TELEPHONE NO. (307) 777-6178
FAX NO. (307) 777-5451

FRANCIS CARR
ADMINISTRATOR

WILLIAM JONES, SUPERINTENDENT
WATER DIVISION NO. 1
MICHAEL WHITAKER, SUPERINTENDENT
WATER DIVISION NO. 2
CRAIG COOPER, SUPERINTENDENT
WATER DIVISION NO. 3
JADE HENDERSON, SUPERINTENDENT
WATER DIVISION NO. 4

CERTIFICATE

Docket Number IV-92-2-4

STATE OF WYOMING)
COUNTY OF LARAMIE) SS.
BOARD OF CONTROL)

I, Francis A. Carr, as Ex-Officio Secretary of the Board of Control, of the State of Wyoming, do hereby certify that the following named document, which is attached hereto, is a true and correct copy of the original document as the same appears of record in the office of said Board, in Order Record 40, on Pages 538 through 541, namely:

> Order granting the petition for voluntary abandonment of the Alsade Limited appropriation, Permit No. 9344 Res., with a priority of October 5, 1987, and the Alsade Limited appropriation, Permit No. 29844, with a priority of October 5, 1987.

IN WITNESS WHEREOF, I hereunto set my hand and affix the Seal of said Board, at Cheyenne, this 6th day of April 1994.

Francis A. Carr
Ex-Officio Secretary

245925

RECORDED April 8, 1994 4:15 PM
IN BOOK 102 Misc. PAGE 1106
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

little

IN THE MATTER OF THE PETITION FOR VOLUNTARY ABANDONMENT OF THE FOLLOWING APPROPRIATIONS:
A. THE ALSADE LIMITED APPROPRIATION, PERMIT NO. 9344 RES., STORING WATER FROM NORTH PINEY CREEK, WHICH IS A TRIBUTARY OF THE GREEN RIVER WITH A PRIORITY OF OCTOBER 5, 1987;
B. THE ALSADE LIMITED APPROPRIATION, PERMIT NO. 29844, DIVERTING FROM NORTH PINEY CREEK, WHICH IS A TRIBUTARY OF THE GREEN RIVER THROUGH THE FISHING POND SUPPLY DITCH WITH A PRIORITY OF OCTOBER 5, 1987.
(O.R. 34, P. 50; C.R. R-11; P. 458; PROOF NO. 34725
O.R. 34, P. 25; C.R. 76, P. 213; PROOF NO. 34658)

DOCKET NUMBER IV-92-2-4
IN WATER DIVISION NUMBER FOUR

PETITIONER: ALSADE LIMITED, A WYOMING CORPORATION, P.O. BOX 520, BIG PINEY, COUNTY OF SUBLETTE, STATE OF WYOMING 8311.

This matter was considered by the State Board of Control at its regular meeting on May 21, 1992, with the following results:

FINDINGS OF FACT

1. THAT the petitioner is the owner of the appropriations for which voluntary abandonment is sought as evidenced by a Certificate of Ownership from the County Clerk of Sublette County, Wyoming as well as the Certificates of Appropriation issued by the Board of Control.

2. THAT the appropriations involved are as follows:

a. The Alsade Limited appropriation, Permit No. 9344 Res., the Big Piney Fishing Pond, adjudicated under Proof No. 34725 in the amount of 0.46 acre-feet for fish propagation, storing water from North Piney Creek, which is a tributary of the Green River with a priority of October 5, 1987, and of record in Order Record 34, Page 50; Certificate Record R-11, Page 458 which describes the location of the reservoir as follows:

Township 30 North, Range 111 West
Section 31: SW¼NE¼

b. The Alsade Limited appropriation, Permit No. 29844, adjudicated under Proof No. 34658 for reservoir supply and fish propagation, diverting from North Piney Creek, which is a tributary of the Green River through the Fishing Pond Supply Ditch with a priority of October 5, 1987, and of record in Order Record 34, Page 25; Certificate Record 76, Page 213 describing the appropriation as follows:

> Supply ditch for the Big Piney Fishing Pond, Permit No. 9344 Res., located within the following described area. This appropriation is limited to the amount beneficially used to supply the reservoir at a rate not to exceed 0.88 c.f.s.
>
> Township 30 North, Range 111 West
> Section 31: SW¼NE¼
>
> The amount of appropriation for fish propagation is limited to the amount beneficially used by routing flow from the channel of North Piney Creek through the Big Piney Fishing Pond Reservoir not to exceed 0.88 c.f.s. Water diverted after use for fish propagation is returned to the channel of North Piney Creek at a point about 30 feet below the Big Piney Fishing Pond Reservoir.

3. THAT the petitioner requested voluntary abandonment of Permit No. 9344 Res., the Big Piney Fishing Pond, and its supply ditch, the Fishing Pond Supply Ditch under Permit No. 29844 because the fishing pond facility has been abandoned and the lands have been returned to the original contour.

4. THAT the petitioner declared its intention to voluntarily abandon the appropriations described in Paragraph No. 2 above and requested that a proper Order of the Board be entered declaring such voluntary abandonment.

CONCLUSIONS OF LAW

The State Board of Control has jurisdiction both to consider the petitioner's request for voluntary abandonment and to prepare and promulgate the Order hereinafter set forth disposing of said petition.

The Findings of Fact contain the elements necessary to comply with Section 41-3-401, W.S. 1977, pertaining to abandonment and the petition should be granted.

ORDER

IT IS HEREBY ORDERED THAT this petition be and the same is **GRANTED.**

IT IS FURTHER ORDERED THAT the following described appropriations be and the same are abandoned.

a. The Alsade Limited appropriation, Permit No. 9344 Res., the Big Piney Fishing Pond, adjudicated under Proof No. 34725 in the amount of 0.46 acre-feet for fish propagation, storing water from North Piney Creek, which is a tributary of the Green River with a priority of October 5, 1987, and of record in Order Record 34, Page 50; Certificate Record R-11, Page 458 which describes the location of the reservoir as follows:

Township 30 North, Range 111 West
Section 31: SW¼NE¼

b. The Alsade Limited appropriation, Permit No. 29844, adjudicated under Proof No. 34658 for reservoir supply and fish propagation, diverting from North Piney Creek, which is a tributary of the Green River through the Fishing Pond Supply Ditch with a priority of October 5, 1987, and of record in Order Record 34, Page 25; Certificate Record 76, Page 213 describing the appropriation as follows:

Supply ditch for the Big Piney Fishing Pond, Permit No. 9344 Res., located within the following described area. This appropriation is limited to the amount beneficially used to supply the reservoir at a rate not to exceed 0.88 c.f.s.

Township 30 North, Range 111 West
Section 31: SW¼NE¼

The amount of appropriation for fish propagation is limited to the amount beneficially used by routing flow from the channel of North Piney Creek through the Big Piney Fishing Pond Reservoir not to exceed 0.88 c.f.s. Water diverted after use for fish propagation is returned to the channel of North Piney Creek at a point about 300 feet below the Big Piney Fishing Pond Reservoir.

DONE AT CHEYENNE, COUNTY OF LARAMIE, STATE OF WYOMING THIS 21ST DAY OF MAY 1992.

STATE BOARD OF CONTROL

Gordon W. Fassett

GORDON W. FASSETT, PRESIDENT

ATTEST:

Francis A. Carr

FRANCIS A. CARR, EX-OFFICIO SECRETARY

ENTERED: JANUARY 29, 1993

1/10

WAIVER OF HOMESTEAD RIGHTS

I, BETTY SUE GRAY, spouse of THOMAS C. GRAY, of Waco, Georgia, hereby release and waive all my rights under and by virtue of the homestead exemption laws of the State of Wyoming, in and to the following described real property located in Sublette County, Wyoming, to-wit:

> Lot 59, Big Country Ranches, Fourth Filing, Unit A, 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.

DATED this 4 day of April, 1994.

Betty Sue Gray
BETTY SUE GRAY

STATE OF Georgia)
)
COUNTY OF Haralson)

The foregoing instrument was acknowledged before me this 4 day of April, 1994, by BETTY SUE GRAY.

Witness my hand and official seal.

W Harold Blackmon
Notary Public
Probate Judge
Haralson Co. GA

My Commission expires:
12-31-96

245990

RECORDED April 12 1994 1:25P M
IN BOOK 62 MISC PAGE 611
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany Walker

MEMORANDUM OF CONTRACT

TO WHOM IT MAY CONCERN:

On April 15th, 1994, JERRY L. DOBBS and JOAN R. DOBBS, husband and wife, as Seller, and TEDDY W. KING and MARSHA L. KING, husband and wife, as Buyer, entered into a Contract for Deed whereby Seller agreed to sell and Buyer agreed to buy the following described real property, to wit:

> Lot 8 of the Mountain View Ranches Subdivision, Sublette County, State of Wyoming, as shown on the official plat of said Subdivision recorded in the office of the Clerk of Sublette County, Wyoming.
>
> SUBJECT TO: reservations, restrictions, covenants 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 and/or of sight.
>
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;

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 15th day of April, 1994.

BUYER:

Teddy W. King
TEDDY W. KING

Marsha L. King
MARSHA L. KING

SELLER:

Jerry L Dobbs
JERRY L. DOBBS

Joan R Dobbs
JOAN R. DOBBS

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Memorandum of Contract was acknowledged before me by TEDDY W. KING and MARSHA L. KING this 15th day of April, 1994.

Witness my hand and official seal.

Cyd M. Goodrich
Notary Public

My Commission Expires:
Oct 29, 1994

246036

RECORDED April 18, 1994 10:35AM
IN BOOK 62 misc. PAGE 612
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK

612

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Memorandum of Contract was acknowledged before me by JERRY L. DOBBS and JOAN R. DOBBS, husband and wife, this 15 day of April, 1994.

Witness my hand and official seal.

Cyd M. Goodrich
Notary Public

My Commission Expires:

Oct. 29, 1994

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 18th day of April, 1994, by and between **CARL F. CILENSEK and SHIRLEY M. CILENSEK, Co-trustees of the Carl F. Cilensek December 31, 1980 Family Trust, as to a ½ interest, and CARL F. CILENSEK and SHIRLEY M. CILENSEK, Co-trustees of the Shirley M. Cilensek December 31, 1980 Family Trust, as to a ½ interest,** as Sellers, to **JERRY L. DOBBS** and **JOAN R. DOBBS,** 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 purchase a certain tract of real property located in Sublette County, Wyoming, described as follows:

Lot Four (4) of the Mountain View 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 and covenants governing Mountain View Ranches Subdivision as recorded May 11, 1979 in Book 35 of Misc., Page 320 in the office of the County Clerk, 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 Box 1541, Pinedale, WY 82941.

There are many other covenants in the original Contract For Sale. Each party has a copy of said Contract.

DATED this 18 day of April, 1994.

Sellers:

CARL F. CILENSEK, Co-trustee of the Carl F. Cilensek December 31, 1980 Family Trust, and Co-trustee of the Shirley M. Cilensek December 31, 1980 Family Trust

SHIRLEY M. CILENSEK, Co-trustee of the Carl F. Cilensek December 31, 1980 Family Trust, and Co-trustee of the Shirley M. Cilensek December 31, 1980 Family Trust

246038

RECORDED April 18, 1994 10:40 AM
IN BOOK 42 Misc PAGE 614
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

DATED this 18 day of April, 1994.

614

Buyers:

Jerry L Dobbs
JERRY L. DOBBS

Joan R Dobbs
JOAN R. DOBBS

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum Of Agreement** was acknowledged before me by CARL F. CILENSEK and SHIRLEY A. CILENSEK, Co-Trustees of the Carl F. Cilensek December 31, 1980 Family Trust and Co-Trustees of the Shirley M. Cilensek December 31, 1980 Family Trust, this 18th day of April, 1994.

WITNESS my hand and official seal.

Kathryn Johnsey
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
2-11-96

Kathryn Johnsey
NOTARY PUBLIC

My Commission Expires: 2-11-96

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum Of Agreement** was acknowledged before me by JERRY L. DOBBS and JOAN R. DOBBS this 18th day of April, 1994.

WITNESS my hand and official seal.

Cyd M. Goodrich
NOTARY PUBLIC

My Commission Expires:
October 29, 1994

SW/4 SW/4 AND NE/4 NW/4 SECTION 12-T27N-R114W, 6TH P.M.

AFFIDAVIT OF HEIRSHIP AND MARITAL HISTORY

O# 758197

D.O. # 091572

DATE 01-19-94

Pertaining to Elizabeth C. Peter Deceased

Social Security # _____

Date of Death 12/12/93 Age 89 domiciled in San Luis Obispo County California State.

I, GILBERT M. PETER, of lawful age, being first duly sworn, upon my oath depose and say:

That I was personally well acquainted with the above named decedent, during his/her lifetime, having known him/her for sixty-one years, and was related to decedent as son.

I further state that I was well acquainted with the family and near relatives of said decedent, and with all those who would be heirs at law, and that the following statements and answers are based upon my personal knowledge and they are true and correct:

246050

RECORDED April 18 1994 2:30 PM
IN BOOK 62 Misc 1 PAGE 1016
FEES 16.00 Mary Q. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

1 — Did the decedent leave a will? ☒ Yes ☐ No If so, please furnish a photocopy.

2 — If so, has the will been admitted to probate? ☐ Yes ☒ No

Admitted in _____ County _____ State

3 — Has a representative been appointed for the estate of the decedent? ☐ Yes ☒ No

Appointed in _____ County _____ State

4 — If so, give the name and address of the representative:

Name _____ Address _____

5 — Give the name and address of the surviving spouse of decedent and date of marriage:

☒ NA Date _____

Name _____ Address _____

6 — If decedent was married more than once, complete the following: ☒ NA

	Name	Date of Marriage	Date of Death/Divorce
A			
B			
C			

7 — Please list all SURVIVING children including formally adopted children of decedent: (attach additional sheets if necessary.) ☐ NA

	Complete Name of Child	Date of Birth	Name of Spouse	Complete Address
1.	GILBERT M. PETER	9/13/32	Marlene	349 Fresno Avenue Morro Bay, CA 93442
2.	GLEN O. PETER	7/12/28	Jean	402 Pike Denver, CO 80233
3.	JEAN E. LOSEKE	7/16/31	Single	4008 B. Farmington Dr. Champaign, IL 61821
4.				
5.				
6.				
7.				
8.				

- OVER -

Lilc

617

8 — Please list each DECEASED child of the decedent: [X] NA

	Name of Child	Date of Birth	Date of Death	Surviving Spouse	Name of Representative of Estate
1.					
2.					
3.					

9 — Please list children of any deceased son or daughter of decedent: [X] NA

	Name of Child	Date of Birth	If Dec'd Date/Death	Complete Address	Father & Mother
1.					
2.					
3.					

10 — If decedent left no children or grandchildren please list all information concerning the father, mother, brothers and sisters: [X] NA

	Name	Relationship	Age	Date of Death	Address if Living
1.					
2.					
3.					
4.					
5.					
6.					

11 — Please list children of any deceased brother or sister of decedent: [X] NA

	Name of Child	Date of Birth	Date of Death	Address	Name of Father & Mother
1.					
2.					
3.					
4.					

12 — The states of Texas, California, New Mexico and Louisiana are community property states. If decedent owned property in any or all, please state if such was community or seperate property; or if such was held in Life Estate. [ ] NA

[ ] Community [X] Separate [ ] Life Estate

13 — Have all Federal Estate and State Inheritance taxes owing by decedent's estate been paid? Is so, indicate offices to which taxes paid or furnish tax certificates.

The decedent's estate is insufficient to require the filing of federal or California estate tax returns. The State of California no longer has inheritance taxes that are payable as a result of a decedent's estate.

Janet M. Sutton
(Affiant's Signature)

Subscribed and sworn to before me this 3rd day of FEBRUARY, 19 94

OFFICIAL SEAL
TAMI C. TRUHITTE
Notary Public-California
PRINCIPAL OFFICE IN
SAN LUIS OBISPO COUNTY
My Commission Exp. 1-13-96

Tami C. Truhitte
Notary Public in and for CALIFORNIA

County SAN LUIS OBISPO State CALIFORNIA

My commission expires _____

*NA DENOTES NOT APPLICABLE.
ALL QUESTIONS MUST BE COMPLETED

WILL

OF

ELIZABETH C. PETER

I, ELIZABETH C. PETER, a resident of San Luis Obispo County, California, declare that this is my Will. I revoke all Wills and Codicils that I have previously made.

FIRST: I am a widow. I have three (3) children now living, namely, GLEN O. PETER, JEAN E. LOSEKE, and GILBERT M. PETER. I have no deceased children.

SECOND: A. I give all my estate to the trustee then in office under that trust designated as the ELIZABETH C. PETER LIVING TRUST dated July 12, 1993, entered into between ELIZABETH C. PETER as trustor and GILBERT M. PETER as trustee, to be administered as provided in said trust, including any amendments made to it before my death. To the extent permitted by law, it is not my intent to create a separate trust by this Will or to subject the trust or the property added to it by this Will to the jurisdiction of the probate court.

B. If the disposition in Article SECOND, subparagraph A is inoperative or is invalid for any reason, or if the trust referred to in Article SECOND, subparagraph A fails or is revoked, I incorporate herein by this reference the terms of that trust, as executed on this date, and any amendments

EGP

WE

thereto, and I give the residue of my estate to the trustee named in the trust as trustee, to be held, administered, and distributed as provided in that instrument.

THIRD: The trustee of the ELIZABETH C. PETER LIVING TRUST dated July 12, 1993, is directed by its terms to pay all taxes that may be payable because of my death and to allocate the taxes as provided in that trust. If at the time of my death that trust no longer exists or, if it does still exist but is insufficient to pay the taxes referred to in this paragraph, I direct my Executor to pay, from my estate, the taxes that cannot be paid from that trust.

FOURTH: If any beneficiary under this Will in any manner, directly or indirectly, contests or attacks this Will or any of its provisions, any share or interest in my estate given to that contesting beneficiary under this Will is revoked and shall be disposed of in the same manner provided herein as if that contesting beneficiary had predeceased me without surviving issue.

FIFTH: A. I nominate my son, GILBERT M. PETER, as Executor of this Will, to serve without bond. If GILBERT M. PETER shall for any reason fail to qualify or cease to act as Executor, I nominate my son, GLEN O. PETER, to serve as Executor without bond. If GLEN O. PETER shall for any reason fail to qualify or cease to act as Executor, I nominate my daughter, JEAN E. LOSEKE to serve as Executor without bond. The term "my Executor" as used in this Will shall include any personal representative of my estate.

E.b.P.

B. I authorize my Executor to sell, with or without notice, at either public or private sale, and to lease, manage, and operate any property belonging to my estate, subject only to such confirmation of court as may be required by law.

C. I further authorize my Executor to invest and reinvest any surplus money in the Executor's hands in every kind of property, real, personal or mixed, and in every kind of investment, specifically including but not limited to interest-bearing accounts, corporate obligations of every kind, preferred or common stocks, shares of investment trusts, investment companies, mutual funds, or common trust funds, including funds administered by the Executor and mortgage participations, that persons of prudence, discretion and intelligence acquire for their own account.

Signed on July 12, 1993, at San Luis Obispo, California.

Elizabeth C. Peter
ELIZABETH C. PETER

EBP

(30

G21

ATTESTATION

On the date written below, ELIZABETH C. PETER declared to us, the undersigned, that this instrument, consisting of four (4) pages including this page signed by us as witnesses, was her Will and requested us to act as witnesses to it. She thereupon signed this Will in our presence, all of us being present at the same time. We now, at her request, in her presence and in the presence of each other, subscribe our names as witnesses.

It is our belief that ELIZABETH C. PETER is of sound mind and memory and is under no constraint or undue influence whatsoever.

We declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on July 12, 1993, at San Luis Obispo, California.

Dawna J. Davies residing at: 1345 Broad.

DAWNA J. DAVIES San Luis Obispo, Ca

Karen Baum residing at: 1345 Broad

KAREN BAUM San Luis Obispo, Ca

E.B.P.

The State of Wyoming)
)
County of Sweetwater)

In the District Court
Third Judicial District
Civil Action No. C-92-133

246088

RECORDED Apr 1 20 1992 11:55AM
IN BOOK 62 Misc PAGE 622
FEES 32.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sorton

APR 30 1992
J-75-328-330
NONIE STACEY
CLERK OF DISTRICT COURT
R Walton

CHARLES E. ALLEN,

Plaintiff,

vs.

SAUNDRA LEE ALLEN,

Defendant.

DIVORCE DECREE

The within matter came before the Court this day for a trial of the issues. Plaintiff appeared in person, accompanied by one of his attorneys, David E. Arnold. Having heard the testimony presented and evidence presented, and being sufficiently advised in the premises, the Court finds as follows:

1. That the Plaintiff has resided in the State of Wyoming for sixty (60) days immediately preceding the commencement of this action.

2. That the Plaintiff and Defendant were married to each other in Salt Lake City, Utah on the 28th day of January, 1960.

3. That the parties executed and caused to be filed herein an instrument entitled Stipulation and Agreement which constitutes a full, complete and final settlement between the parties in regards to the matters raised therein; that said terms are hereby approved; and that all other terms therein contained which are not specifically set forth in this decree, are incorporated herein with the same force and effect as if fully set forth.

4. That the agreement of the parties relating to a division of all property acquired by them during the course of the marriage should be incorporated into this decree.

5. That during the course of said marriage, irreconcilable differences have arisen between the parties which cannot be resolved; and that Plaintiff should be granted a divorce from Defendant.

SCORSINE LAW
OFFICE
P.O. BOX 1152
ROCK SPRINGS,
WYOMING 82902
Telephone (307)
382-8017

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

1. That Plaintiff be, and he is hereby awarded, adjudged and decreed an absolute divorce from Defendant.

2. The parties acknowledge that real property was acquired during the marriage located in Vernal, Utah, attached hereto as Exhibit "A" and it shall be awarded to the Defendant. The real property acquired in Big Piney, Wyoming, attached hereto as Exhibit "B" shall be awarded to the Plaintiff, free of any interest or homestead exemptions of the Defendant.

3. That Plaintiff and Defendant each be awarded their respective personal property of the marriage that is in their possession at this time as specified in paragraph 6 of the Stipulation and Agreement filed herein.

4. For the support and maintenance of the Defendant, and in full satisfaction and discharge of all her right to alimony, support and maintenance, Plaintiff shall pay to the Defendant the total sum of $30,000.00. Such sum shall be paid in monthly installments of $500.00 per month, commencing on the 1ST day of June, 1992, and continuing on the successive 1ST day of each and every month until the entire total sum shall be fully paid, without interest. The installments shall be in the form of a cashier's check, money order, certified funds or cash.

The Plaintiff's obligation shall continue notwithstanding his death, and the balance remaining unpaid at the time of his death shall be lawful claim upon his estate, and binding upon his representatives, heirs, devisees and legatees.

The remarriage of the Defendant to a third person shall not affect or abate the Plaintiff's obligation, but the same shall absolutely terminate at the death of the Defendant as to any unpaid portion thereof.

SCORSINE LAW
OFFICE
PO BOX 1152
ROCK SPRINGS,
WYOMING 82902
Telephone (307)

5. The Plaintiff shall pay to the Defendant monthly payments of $1,000.00 per month on the 15th day of each and every month for sixty (60) months in satisfaction of those obligations imposed under Paragraph 8 of their Agreement.

6. The Plaintiff shall assume all debts and liabilities of the marriage whether generated for personal or business purposes, excluding those debts which are secured by collateral and which collateral is awarded to or in the possession of the Defendant. As to such debts assumed, the Plaintiff shall indemnify and hold harmless the Defendant as to any liability thereon.

7. That there is on file herein an instrument entitled Stipulation and Agreement executed by both parties and bearing notary acknowledgments as to each signature, wherein the parties resolved issues relating to payments of family indebtedness and division of property acquired by them during the course of their marriage; that said parties acknowledged that the terms of said agreement constituted a full, final and complete settlement between them of all such rights and duties; that finding such terms acceptable to the parties, the Court finds that the same are fair and equitable, and they are hereby approved; and that those provisions of said agreement not herein specifically set forth are hereby incorporated by reference into this decree; and the parties are hereby ordered to perform all of the obligations therein assumed.

DONE IN OPEN COURT THIS 30th day of April, 1992.

Jere Ryckman
Third Judicial District Judge

The document to which this certificate is attached is a true and correct copy of the original on file and of record in my office.
Dated April 19, 1994
NONIE STACEY, Clerk of the District Court
of Sweetwater County, Wyoming
By Nonie Stacey Deputy

SCORSINE LAW
OFFICE
P.O. BOX 1152
ROCK SPRINGS,
WYOMING 82902
Telephone (307)
382-8017

424 330

The following described tract of land in Uintah County, State of Utah:

Beginning 102 feet West of the Northeast corner of Lot 1, Fractional Block 2, Plat "A", Vernal City, Utah, and running thence West 60 feet; thence South 6 rods; thence East 60 feet; thence North 6 rods to the place of beginning, and being a part of the Northeast quarter of the Southwest quarter of Section 23, Township 4 South, Range 21 East, Salt Lake Meridian.

TOGETHER with all improvements and appurtenances thereunto belonging.

EXCEPTING therefrom all oil, gas, and mineral rights.

SUBJECT to all existing easements and rights-of way.

SUBJECT to Deed of Trust Dated October 18, 1985 executed by Phillip E. Ellis and Carolyn B. Ellis, husband and wife, as Trustors to Deseret Federal Savings and Loan Association as Trustee and Beneficiary, to secure the payment of $22,475.00 and interest, recorded October 25, 1985 as Entry No. 6147-85 in Book 391 at page 845, records of Uintah County, Utah; which loan has a current principal balance of $22,223.58, that by accepting and recording this deed the Grantees assume and agree to pay.

Acknowledgment of Obligation By:_____
Saundra Lee Allen

SCORSINE LAW
OFFICE
P O BOX 1152
ROCK SPRINGS,
WYOMING 82902
Telephone (307)

Exhibit "A"

The following described real estate, situate in Sublette County and State of Wyoming, hereby releasing and waiving all rights under by virtue of the homestead exemption laws of the State, to-wit:

Lot 6
LITTLE PINEY SUBDIVISION
within the
S½NE¼NE¼ - Section 10 - T30N, R112W
Sublette County, Wyoming

of record in the Office of the Clerk of Sublette County in Book 17 of Deeds on page 23;

TOGETHER with all improvements and appurtenances thereunto appertaining;

SUBJECT to reservations and restrictions of record; and

SUBJECT to easements and rights-of-way of record or in use.

SCORSINE LAW
OFFICE
P.O. BOX 1152
ROCK SPRINGS
WYOMING 82902
Telephone (307)
382-8017

Exhibit "B"

627

STATE OF WYOMING)
: ss.
COUNTY OF SWEETWATER)

In the District Court
Third Judicial District
State of Wyoming

CHARLES E. ALLEN.
Plaintiff,
v.
SAUNDRA LEE ALLEN,
Defendant.

Civil Action No. 92-133

FILED
APR 30 1992
JONIE STACEY
CLERK
DISTRICT

STIPULATION AND AGREEMENT

THIS STIPULATION AND AGREEMENT made and entered into this 28 day of April, 1992, by and between Charles E. Allen hereinafter referred to as the "Husband", and Saundra Lee Allen, hereinafter referred to as the "Wife".

WITNESSETH:

WHEREAS, the parties hereto are Husband and Wife, having been married to each other on January 28, 1960, at Salt Lake City, Utah;

WHEREAS, unhappy and irreconcilable differences have arisen between the parties making it impossible for them to live together as Husband and Wife, and the Husband has filed a divorce action against the Wife, and it is the desire of the parties hereto by this Stipulation and Agreement to settle and adjust all of their property rights heretofore and now existing between them;

WHEREAS, the Husband and Wife fully understand the terms, conditions and provisions of this Agreement, and believe the terms to be fair, just, adequate and reasonable; and

WHEREAS, the Husband and Wife fully and freely accept the provisions, terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises, and of the mutual premises and undertakings herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. SEPARATION: The parties may and shall at all times hereafter live separate and apart. Each shall be free from the interference, authority and control, direct or indirect, by each other, as fully as if he or she were sole and unmarried. Each may reside at such place or places as he or she may select.

2. NON INTERFERENCE: The parties shall not molest or interfere with each other, nor shall either of them compel or attempt to compel the other to cohabit or dwell with him or her, by any means whatsoever.

3. OWN OBLIGATION: Neither party shall charge or cause to permit to be charged to or against the other any purchase or purchases which either of them may hereafter make, and shall not hereafter create any engagements or obligations in the name of or against the other, and shall never hereafter secure or attempt to secure any credit upon or in connection with the other, or in his or her name, and each of them will promptly pay all debts and discharge all financial obligations with which each may incur for himself or herself, and each of them will hereafter hold the other free and harmless from any and all debts and other obligations which the other may incur. Each warrants to the other that he or she has not incurred any debts or made any contracts since the day of their separation for which the other or his or her estate may be liable.

4. MUTUAL RELEASE: Subject to the provisions of this Stipulation and Agreement, each party has released and discharged, and by this Stipulation and Agreement do for himself or herself, and his or her heirs, legal representatives, executor, administrators and assigns, release and discharge the other of and from all causes of action, claims, right or demands whatsoever, in law or equity, which either of the parties ever had or now has against the other, EXCEPT any and all causes of action for divorce. It is expressly acknowledged by the parties that

neither shall make upon the other any claim for spousal support, and hereby relinquish any such right.

5. REAL PROPERTY: The parties acknowledge that real property was acquired during the marriage located in Vernal, Utah, attached hereto as Exhibit "A" and it shall be awarded to the Wife. The real property acquired in Big Piney, Wyoming, attached hereto as Exhibit "B" shall be awarded to the Husband, free of any interest or homestead exemptions of the Wife. In exchange for the Wife releasing her interest in the real property located in Big Piney, the Husband shall pay to the Wife the sum of $30,000.00.

6. PERSONAL PROPERTY: The parties heretofore divide their respective personal property to their mutual satisfaction as follows: The Husband shall be awarded one-half household goods and belongings, his IRA and all interests and holdings in the business of CGS and the Wife shall be awarded her IRA, 1985 T-Bird and one-half household goods and belongings, excluding the gun cabinet, .308 Winchester and set of longhorns. The Husband shall pay to the Wife the sum of $23,000.00 for her interest in the business CGS. The Husband shall also pay to the Wife the sum of $7,000.00 to balance the division of all other personal property. Henceforth each of the parties shall own, have and enjoy, independently of any claim or right to the other party, all items of personal property of every kind, nature and description, and wheresoever situated, which are now owned or held by him or her, with full power to him or her to dispose of the same as fully and effectually, in all respects and for all purposes, as if he or she were never married.

7. ALIMONY: For the support and maintenance of Wife, and in full satisfaction and discharge of all her right to alimony, support and maintenance, Husband shall pay to the Wife the total sum of $30,000.00. Such sum shall be paid in monthly installments of $500.00 per month, commencing on the

1st day of June, 1992, and continuing on the successive 1st day of each and every month until the entire total sum shall be fully paid, without interest. The installments shall be in the form of a cashier's check, money order, certified funds or cash.

The Husband's obligation shall continue notwithstanding his death, and the balance remaining unpaid at the time of his death shall be lawful claim upon his estate, and binding upon his representatives, heirs, devisees and legatees.

The remarriage of the Wife to a third person shall not affect or abate the Husband's obligation, but the same shall absolutely terminate at the death of the Wife as to any unpaid portion thereof.

8. PAYMENT OF EQUITY: The Wife has an equity interest in the real property located in Big Piney, Wyoming in the sum of $30,000.00, an equity interest in the business known as CGS in the sum of $23,000.00 and equity in the personal property in the sum of $7,000.00. The Husband shall pay to the Wife monthly payments of $1,000.00 per month on the 1st day of each and every month for sixty (60) months in satisfaction of these claims.

9. DEBTS: The Plaintiff agrees to assume all debts and liabilities of the marriage whether generated for personal or business purposes, excluding those debts which are secured by collateral and which collateral is awarded to or in the possession of the Defendant. As to such debts assumed, the Plaintiff agrees to indemnify and hold harmless the Defendant as to any liability thereon.

10. DISSOLUTION OF PARTNERSHIP: The parties recognize that they were partners in the business known as CGS. The Defendant hereby withdraws from the partnership; accepts the payments hereunder in satisfaction of her equity accounts in the partnership; and disclaims any interest therein.

11. WAIVERS OF CLAIMS AGAINST ESTATES: Except as herein otherwise provided, each party may dispose of his or her property in any way, and each party hereby waivers and relinquishes any and all rights he or she may now have or hereafter acquire, under the present and future laws of this jurisdiction, to share in the property or the estate of the other as a result of the marital relationship, including but without limitation to dower, thirds, courtesy, statutory allowance, widow's allowance, hom tead rights, rights to take intestacy, right to take against the will of the other, and the right to act as administrator or executor of the others estate, and each party will, at the request of the other, execute, acknowledge and deliver any and all instruments which may be necessary or advisable to carry into effect this mutual waiver and relinquishment of all such interest, rights and claims.

12. ACCEPTANCE BY PARTIES: Each of the parties do and shall accept the provisions made herein for his or her full satisfaction of his or her support and maintenance.

13. BREACH: In the event either party violates the terms of this Stipulation and Agreement, or of any subsequent Decree of Divorce entered by the Court in this matter, the violating party agrees to pay the reasonable attorney fees and costs incurred by the other party in enforcing his or her rights hereunder. If either party breaches any provision of this Stipulation and Agreement the other party shall have the right, at his or her election, to sue for damages for such breach and for the specific performance of this Agreement. This shall be in addition to any other remedies available to the injured party in law or equity.

14. ADDITIONAL INSTRUMENTS: Each of the parties shall, from time to time, at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to

give full force and effect to the provisions of this Stipulation and Agreement.

15. COUNSEL FEES: The Husband and Wife shall each be responsible for their own respective attorney fees incurred in this action.

16. MODIFICATION AND WAIVER: A modification or waiver of any provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Stipulation and Agreement. The failure of either party to insist upon strict performance of any of the provisions herein shall not be constructed as a waiver of any subsequent default of the same or similar nature.

17. VOLUNTARY EXECUTION: The provisions of this Stipulation and Agreement and their legal effect have been fully explained to the parties by their respective counsel, and each party acknowledges that it is being entered into voluntarily, and that it is not the result of any undue influence or duress.

18. INCORPORATION: In the event a divorce is granted to either party, it is agreed by the parties that this Stipulation and Agreement shall be entered with the other pleadings in this case and submitted to the Court and incorporated in any decree to be entered by it; and the parties agree to abide by and obey any such decree that may be entered.

19. FURTHER PROCEEDINGS: The Wife consents to the Husband obtaining a decree of absolute divorce. The Wife admits irreconcilable differences exist. The Wife waives notice of such proceedings and consents to the Husband offering his proof as required by law.

20. ENTIRE AGREEMENT: This Stipulation and Agreement contains the entire agreement of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

21. SITUS: This Stipulation and Agreement shall be construed and governed by the laws of the State of Wyoming.

22. PARTIAL INVALIDITY: If any provision herein is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

23. BINDING EFFECT: Except as otherwise stated herein, all the provisions of this Stipulation and Agreement shall be binding upon the respective heirs, next of kin, executor and administrators of the parties.

IN WITNESS WHEREOF, the parties have executed this Stipulation and Agreement as indicated below but to be effective on the date first above written.

Charles E. Allen

Saundra Lee Allen

STATE OF WYOMING)
) ss.
COUNTY OF ~~SWEETWATER~~ Sublette)

The foregoing instrument was acknowledged before me by Charles E. Allen this 28th day of April, 1992.

WITNESS my hand and seal.

NOTARY PUBLIC

My Commission Expires on April 5, 1993.

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me by Saundra Lee Allen this 24 day of April, 1992.

WITNESS my hand and seal.

NOTARY PUBLIC
KAYSVILLE UTAH

My Commission Expires on _____.

The following described tract of land in Uintah County, State of Utah:

Beginning 102 feet West of the Northeast corner of Lot 1, Fractional Block 2, Plat "A", Vernal City, Utah, and running thence West 60 feet; thence South 6 rods; thence East 60 feet; thence North 6 rods to the place of beginning, and being a part of the Northeast quarter of the Southwest quarter of Section 23, Township 4 South, Range 21 East, Salt Lake Meridian.

TOGETHER with all improvements and appurtenances thereunto belonging.

EXCEPTING therefrom all oil, gas, and mineral rights.

SUBJECT to all existing easements and rights-of way.

SUBJECT to Deed of Trust Dated October 18, 1985 executed by Phillip E. Ellis and Carolyn B. Ellis, husband and wife, as Trustors to Deseret Federal Savings and Loan Association as Trustee and Beneficiary, to secure the payment of $22,475.00 and interest, recorded October 25, 1985 as Entry No. 6147-85 in Book 391 at page 845, records of Uintah County, Utah; which loan has a current principal balance of $22,223.58, that by accepting and recording this deed the Grantees assume and agree to pay.

Acknowledgment of Obligation By:_____
Saundra Lee Allen

SCORSINE LAW
OFFICE
P O BOX 1152
ROCK SPRINGS,
WYOMING 82902
Telephone (307)
382-8017

Exhibit "A"

(634)

The following described real estate, situate in Sublette County and State of Wyoming, hereby releasing and waiving all rights under by virtue of the homestead exemption laws of the State, to-wit:

Lot 6
LITTLE PINEY SUBDIVISION
within the
S½NE¼NE¼ - Section 10 - T30N, R112W
Sublette County, Wyoming

of record in the Office of the Clerk of Sublette County in Book 17 of Deeds on page 23;

TOGETHER with all improvements and appurtenances thereunto appertaining;

SUBJECT to reservations and restrictions of record; and

SUBJECT to easements and rights-of-way of record or in use.

SCORSINE LAW
OFFICE
PO BOX 1152
ROCK SPRINGS
WYOMING 82902
Telephone (307)

Exhibit "B"

THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

FILED
APR 21 1994

ELIZABETH A. ELLIS, TRUSTEE OF THE ANNE E. BARGER FAMILY TRUST,

Plaintiff,

vs.

KENNY B. PENMAN, LINDA E. FOGG, and ALICE MOSHER, and all unknown heirs, devisees, legatees, creditors and successors of said persons, 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,

Defendants

246098

RECORDED April 21 1994 11:05 AM
IN BOOK 62 Miscellaneous 37 PAGE 636
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

Civil Action No. 5537

FILED

APR 20 1994

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING
BY

DEFAULT JUDGMENT AND DECREE

THIS MATTER coming before the Court upon the Motion of the Plaintiff for default judgment against the Defendants, said Defendants not appearing, either in person or by an attorney, and the Court having examined the service and record in said cause, having seen the evidence adduced by the Plaintiff, and being now fully advised in the premises, FINDS that Plaintiff's Complaint was duly filed and served on Defendants by publication, all as shown by the Court file; that Defendants have failed in any manner to answer the Complaint or otherwise to appear, and the time for answering has expired; and that default against the Defendants has been duly entered.

Plaintiff by its Complaint seeks the decree of this Court, declaring the invalidity of any asserted claim of Defendants in and to certain real property and interests set forth in said Complaint, and quieting title against the claims of said Defendants. The Court further FINDS that no reason exists why judgment should not now be entered against Defendants; that Plaintiff have judgment against Defendants for the relief prayed for in its Complaint; and that Defendants have no claim, right,

title or interest of any kind in and to the real property hereinafter described.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. The following named Defendants:

KENNY B. PENMAN, LINDA E. FOGG, and ALICE MOSHER; and all unknown heirs, devisees, legatees, creditors and successors of said persons, 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,

have no claim whatsoever to any right, title, interest or estate in or to the lands and premises described as:

Lot 26, Big Country Ranches Subdivision, Third Filing, Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining.

2. Plaintiff, ELIZABETH A. ELLIS, TRUSTEE OF THE ANNE E. BARGER FAMILY TRUST, dated December 26, 1989, is the true and lawful owner of the above-described real property.

3. Title and possession of Plaintiff in and to said real property is forever quieted and settled in Plaintiff, free and clear of all right, title, lien, claim, estate, interest or equity of Defendants, and any others claiming any interest therein by or through said Defendants.

4. This Judgment and Decree is final in regard to Defendants herein named and their interests in the real property herein described.

DATED this 19th day of April, 1994.

D. TERRY ROGERS
District Court Judge

THE STATE OF WYOMING
COUNTY OF SUBLETTE

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

SIGNED

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

ROBERT V. THOMPSON, of said County and State, being first duly sworn on his oath, deposes and says:

That ROBERT V. THOMPSON is the surviving spouse of **BETTE M. THOMPSON**, who died October 13, 1992, in Sublette, County, State of Wyoming.

That at the time of the death of BETTE M. THOMPSON, she owned certain minerals and mineral interests by virtue of a certain Quitclaim Mineral Deed; said minerals and mineral interests being appurtenant to and underlying the following described real property:

Township 29 North, Range 113 West of the 6th P.M., Sublette County, Wyoming;

Section 7: Lots 1 and 2 (W½NW¼), E½NW¼, NE¼, NE¼SE¼;
Section 8: All of Section;
Section 9: NW¼, S½;
Section 10: SW¼, SW¼SE¼, SW¼NW¼;
Section 15: N½N½;

Township 29 North, Range 114 West of the 6th P.M., Sublette County, Wyoming;

Section 1: Lots 5 (SE¼NE¼), 6 and 7 (E½SE¼), SW¼NE¼, W½SE¼;
Section 11: W½, SE¼, S½NE¼;
Section 12: NE¼, S½NW¼, SW¼, N½SE¼, SW¼SE¼;

Township 30 North, Range 114 West of the 6th P.M., Sublette County, Wyoming;

Section 2: S½SW¼;
Section 3: S½, S½N½;
Section 4: S½N½, SE¼, N½SW¼;
Section 5: SE¼NE¼, NE¼SE¼;
Section 10: E½, N½NW¼, SE¼NW¼;
Section 11: W½W½, SE¼SW¼, NE¼NW¼;
Section 14: W½, W½SE¼, SW¼NE¼;
Section 15: N½NE¼, E½SW¼NE¼, SE¼NE¼, SE¼;
Section 20: S½NE¼, N½SE¼;
Section 21: N½S½, S½N½;
Section 22: S½N½, NE¼NE¼, N½SW¼,

Said Quitcalim Mineral Deed being recorded in the office of the Sublette County Clerk on June 20, 1985, in Book 1 of Mineral Deed, Page 510.

246120

RECORDED April 22, 1994 2:50 PM
IN BOOK 62 Misc. PAGE 638
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sarton

638

That the deceased BETTE M. THOMPSON is one of the grantees in the beforementioned Quitclaim Mineral Deed, and that the affiant, ROBERT V. THOMPSON is one and the same person as the said ROBERT V. THOMPSON, the other grantee in the Quitclaim Mineral Deed.

That the beforementioned Quitclaim Mineral 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 BETTE M. THOMPSON, all equity, right, title and interest of BETTE M. THOMPSON, in the beforementioned minerals and mineral interest passed to and was vested in ROBERT V. THOMPSON.

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 BETTE M. THOMPSON, deceased.

DATED this 20th day of April, 1994.

Robert V. Thompson
ROBERT V. THOMPSON

Subscribed and sworn to before me by ROBERT V. THOMPSON, this 20th day of April, 1994.

WITNESS my hand and official seal.

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/94

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 03292 — STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1 DECEDENT-NAME First: BETTE | Middle: M. | Last: THOMPSON
2 SEX: FEMALE
3 DATE OF DEATH (Mo., Day, Yr.): OCTOBER 13, 1992
4 SOCIAL SECURITY NUMBER: 520-64-2104
5a AGE-Last Birthday (Years): 64
5b UNDER 1 YEAR: Months | Days
5c. UNDER 1 DAY: Hours | Minutes
6 DATE OF BIRTH (Mo., Day, Yr.): APRIL 3, 1928
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): 131 FISH CREEK ROAD
7c CITY, TOWN, OR LOCATION OF DEATH: BIG PINEY
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): ROBERT THOMPSON
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: HOMEMAKER
13a RESIDENCE - STATE: WYOMING
13b COUNTY: SUBLETTE
13c CITY, TOWN OR LOCATION: BIG PINEY
13d. STREET AND NUMBER: 131 FISH CREEK ROAD
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): | College (1-4 or 5+): 4

PARENTS

17 FATHER'S NAME First: JAMES | Middle: F. | Last: MICKELSON
18. MOTHER'S NAME First: MAE | Middle: E. | Maiden Surname: STEWART

INFORMANT

19a INFORMANT-NAME (Type or Print): ROBERT THOMPSON
19b RELATIONSHIP TO DECEDENT: HUSBAND
19c. MAILING ADDRESS: STREET OR R.F.D. NUMBER: BOX 220 | CITY OR TOWN: BIG PINEY | STATE: WYOMING | ZIP CODE: 83113

DISPOSITION

20a Burial, Cremation, Removal from State, Other (Specify): BURIAL
20b DATE (Mo., Day, Yr.): OCTOBER 17, 1992
20c. CEMETERY OR CREMATORY-NAME: PLAINVIEW
20d. LOCATION: CITY OR TOWN: BIG PINEY | STATE: WYOMING
21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature): William R. Hennier | Number: 460
21b NAME OF FACILITY: HUDSON'S FUNERAL HOME | Number: 115
21c. ADDRESS OF FACILITY: 164 N. BRIDGER AVE

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 Close M.D.
22b DATE SIGNED (Mo., Day, Yr.): OCTOBER 17, 1992
22c. HOUR OF DEATH: 8:30 PM
22d NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print): William Close M.D.

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): [illegible] CORONER
23b. DATE SIGNED (Mo., Day, Yr.): OCTOBER 15, 1992
23c. HOUR OF DEATH: 8:30 P. M
23d. PRONOUNCED DEAD (Mo., Day, Yr.): OCTOBER 13, 1992
23e. PRONOUNCED DEAD (Hour): 8:30 P. M

24 NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): WILLIAM CLOSE M.D. BIG PINEY, WYOMING 83113

25a REGISTRAR (Signature): [illegible]
25b DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): OCTOBER 21, 1992

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
28 IMMEDIATE CAUSE (Final disease or condition resulting in death) ⇒ a.	PULMONARY EDEMA	8 hours
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST — DUE TO (OR AS A CONSEQUENCE OF): b.	RENAL FAILURE	2 WEEKS
DUE TO (OR AS A CONSEQUENCE OF): c.	ABDOMINAL CARCINOMATOSIS.	1 YR.
DUE TO (OR AS A CONSEQUENCE OF): d.	COLON ADENOCARCINOMA	1 + YR

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 ☐ 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)

OCT 22 1992

VR 2-89
2/91 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 October 22, 1992

Deputy State Registrar

LHC

641

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

A F F I D A V I T

JO ELLEN CRUM, after being first duly sworn upon her oath, deposes and states:

That affiant is the owner in fee simple of the following described real estate located in Sublette County, Wyoming, to-wit:

Lots One (1) and Two (2) of the Gypsum Creek Subdivision, as the same appears of record in the office of the Sublette County Clerk of Sublette County, Wyoming.

and that affiant and BOBBIE LEE CRUM were husband and wife at the time they acquired title to the above described real estate, as tenants by the entireties, by Warranty Deed dated October 17, 1990, and recorded October 17, 1990, in the Office of the Recorder of Sublette County, Pinedale, Wyoming, at Deed Record 30, Page 195.

That the marital relationship which existed between affiant and the said BOBBIE LEE CRUM continued unbroken from the time they so acquired title to said real estate until the death of said BOBBIE LEE CRUM on the 15th day of December, 1993, at which time this affiant acquired title to said real estate as surviving tenant by the entireties.

That there has never been any administration of the estate of said BOBBIE LEE CRUM; that the gross value of said decedent's estate, taking into consideration in the valuation thereof, together with the value of all of decedent's investments in joint properties and estate by the entireties, including the above described real estate, did not equal or exceed the sum required for the filing of a Federal Estate Tax Return.

Affiant further saith not.

DATED this 20th day of April, 1994.

Jo Ellen Crum
JO ELLEN CRUM

246148
246144

RECORDED April 27, 1994 8:25AM
IN BOOK L&Q Misc. PAGE 641
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, a Notary Public in and for said County and State, this 20 day of April, 1994, personally appeared JO ELLEN CRUM, who executed the above and foregoing Affidavit for the intents and purposes therein contained.

WITNESSETH my hand and Notarial Seal. I am a resident of Tippecanoe County, State of Indiana.

Thomas L. Brooks
THOMAS L. BROOKS
NOTARY PUBLIC

My Commission Expires:

Feb. 18, 1995

This instrument prepared by:
Thomas L. Brooks
MAYFIELD AND BROOKS
322 Main Street, P.O. Box 650
Lafayette, IN 47902
Telephone: (317) 423-5454

6042

643

246148

RECORDED April 27, 1994 9:05AM
IN BOOK 62 Misc. PAGE 643
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

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

A F F I D A V I T

TERRY J. MEADOR, of lawful age, being first duly sworn upon his oath according to law, deposes and says:

1. That Jacquelyn Dee Meador, also known as Jacqueline D. Meador, died intestate at Rock Springs, Sweetwater County, Wyoming, on October 8, 1993.

2. That Terry J. Meador and Jacquelyn Dee Meador were married to each other on the 21st day of June, 1971, at Ely, Nevada.

3. That on the 26th day of July, 1986, Terry J. Meador and Jacqueline D. Meador, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, purchased the following described real property from Edwin C. Mehle and Ilene H. Mehle, husband and wife:

> An undivided one-sixth (und. 1/6) interest in and to the following parcel of land situate in Sublette County, Wyoming, and being more particularly described as follows, to-wit:
>
> That part of the S/2SW/4 of Section 20 and the N/2NW/4 of Section 29, Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, more particularly described as follows, to-wit:
>
> Beginning at a point on the northeasterly right-of-way line of the Cora-Pinedale County Road S. 44°36′ E., 1,029.5 feet from the northwest corner of said Section 29 where is found a 2" galvanized steel pipe 30" long with brass cap inscribed "Paul N. Scherbel RLS 164 Big Piney, Wyoming 1965" T34N R109W S19/S20/S30/S29; thence N. 50°11′E. 700.0 feet along the existing Curtright tract to a point; thence S. 39°49′ E., 650.0 feet along the said Curtright tract to a point; thence N. 50°11′ E., 300.0 feet; thence N. 39°49′ W., 890.6 feet; thence S. 50°11′ W., 1,000.0 feet to the said northeasterly right-of-way line; thence S. 39°49′ E., the base bearing for this survey, 240.6 feet along the said right-of-way line to the point of beginning; each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "Survey Point Do Not Disturb RLS 164"; and,
>
> An undivided one-sixth (Und. 1/6) interest in and to the following parcel of land situate in Sublette County, Wyoming, and being more particularly described as follows, to-wit:
>
> A tract of land in the N/2NW/4 of Section 29, Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, and being more particularly described as follows, to-wit:
>
> Beginning at a point on the northeasterly right-of-way line of the Cora-Pinedale County Road S. 44°36′ E., 1,029.5 feet from the northwest corner of said Section 29; thence S. 39°49′ E., 325 feet to a point; thence N. 50°11′ E., 700.0 feet to a point; thence N. 39°49′ W., 325 feet to a point; thence S. 50°11′ W., 700.0 feet to the point of beginning.
>
> Together with all improvements situate thereon and appertaining thereto; subject, however, to prior exceptions, conditions, easements, rights-of-way, contracts and reservations of record. And Grantees herein shall only be entitled to the exclusive use of

[redacted] [redacted] [redacted]

herein shall only be entitled to the exclusive use of Cabin No. Six (6), and Grantees shall have a right and easement in and to the Common Areas of the aforesaid real property. That the aforesaid conveyance is made subject to the Declaration fo Covenants, Conditions and Restrictions of the Wind River Mountain Estates which are filed of record in the office of the County Clerk and Ex-Officio Register of Deeds within and for the County of Sublette, State of Wyoming.

4. That Edwin C. Mehle and Ilene H. Mehle, husband and wife, duly and regularly executed and delivered a Warranty Deed dated July 26, 1986, in favor of Terry J. Meador and Jacqueline D. Meador, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, 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 July, 1986, in Book 26 of Deeds, Page 569, Reception No. 213008.

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 Terry J. Meador and Jacqueline D. Meador, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, 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 July 26, 1986, until the death of Jacquelyn Dee Meador, also known as Jacqueline D. Meador, on October 8, 1993.

6. That Terry J. Meador survived Jacquelyn Dee Meador, also known as Jacqueline D. Meador, and by virtue thereof, said estate by the entireties vested in him upon the death of said Jacquelyn Dee Meador, and that he then became the owner in fee simple of all the real property held as such tenants by the entireties hereinbefore particularly described.

7. That this affidavit is made in accordance with the provisions of Section 2-9-102, 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, Jacquelyn Dee Meador, certified to by the public authority in which such original death certificate is made of record.

Dated this 20th day of April, 1994.

Terry J. Meador
Terry J. Meador

Subscribed and sworn to before me this 20th day of April, 1994.

My commission expires:

Notary Public

OFFICIAL SEAL
THEDA A. KNUDSEN
SWEETWATER COUNTY
Notary Public State of Wyoming
My Commission Expires
August 1, 1997

156 645

LOCAL FILE NUMBER

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME First	Middle	Last	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
Jacquelyn	Dee	Meador	Female	October 8, 1993

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.)
528-78-9869	45					January 5, 1948

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
Sage View Care Center	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)
Utah	Married	Terry Meador

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

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY OR LOCATION	13d. STREET AND NUMBER
Wyoming	Sweetwater	Rock Springs	1217 Palisades Way

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	5

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
Jack	Pressett		Lucille	Strait	

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Mr. Terry Meador	Husband

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
1217 Palisades Way	Rock Springs, Wyoming		82901

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY-NAME	20d. LOCATION CITY OR TOWN	STATE
Burial	Oct. 12, 1993	Rest Haven Memorial Gardens	Rock Springs, Wyoming	

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
► Clyde S. Mayhew	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) ► Michael McInnis M.D.

22b. DATE SIGNED (Mo., Day, Yr.)	22c. HOUR OF DEATH
October 10, 1993	10:30P 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) ► Deputy Coroner, Clyde S. Mayhew

23b. DATE SIGNED (Mo., Day, Yr.)	23c. HOUR OF DEATH
October 10, 1993	10:30P M

23d. PRONOUNCED DEAD (Mo., Day, Yr.)	23e. PRONOUNCED DEAD (Hour)
October 8, 1993	11:45P 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) ►	25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
Edwin C. Mahler	October 12, 1993

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
26. IMMEDIATE CAUSE (Final disease or condition resulting in death) ➡	a. Pneumonia	3 days
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST	DUE TO (OR AS A CONSEQUENCE OF): b. Brain Damage	6 month
	DUE TO (OR AS A CONSEQUENCE OF): c. Intracerebral hemorrhage	6 month
	DUE TO (OR AS A CONSEQUENCE OF): d. Complication of TMJ surgery	6 month

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

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

29. MANNER OF DEATH	30a. DATE OF INJURY (Month, Day, Year)	30b. TIME OF INJURY	30c. INJURY AT WORK? (Specify yes or no)	30d. DESCRIBE HOW INJURY OCCURRED
☐ Natural ☒ Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Could not be Determined	April 7, 1993	About 4:00P M	No	Complications from Tempo-mandibular Joint surgery.

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)
Holy Cross Hospital	1050 East South Temple Salt Lake City, Utah

VR 2-89
2/91 15M

MARGIN RESERVED FOR BINDING

Division of Health and Medical Services — Vital Records Services

DATE ISSUED October 13, 1993

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.

DAVID L. BOTTOLO

David L. Bottolo

VASE FUNERAL HOME
154 Elk Street
Rock Springs, Wyoming 82901

STATE OF WYOMING)ss
COUNTY OF SWEETWATER)

Subscribed and sworn to before a Notary Public this 13th day of October 19 93

[redacted] [redacted] January 1995

AFFIDAVIT 246163

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

RECORDED April 28, 1994 9:20 AM
IN BOOK 62 Misc. PAGE 646
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Terryea L. Meyer being first duly sworn upon her oath, according to law, deposes and says:

1-

That she is a resident of the County of Sublette, and State of Wyoming, and is an adult person;

2-

That this affidavit is made pursuant to law and concerns the following described lands, real estate and premises situate in the County of Sublette and State of Wyoming, to-wit:

SE1/4SE1/4SE1/4 of Section 1, T33N, 109W, 6th P. M., Sublette County, Wyoming,

Together with all buildings, fences and improvements situate thereon or appurtenant thereto.

3-

That by warranty deed dated the 1st day of December, 1985, and filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming, on the 31st day of July, 1992, and recorded in Book 31 of the Deed Records of said office at page 683, the above described real estate and premises were conveyed by George A. Menster and Euroria M. Menster, husband and wife, and Bruce C. Gooch and Mary Ann Gooch, husband and wife, grantors, of South Park Route Rox 1623, Jackson, Wyoming 83001, unto Randy L. Meyer and Terryea L. Meyer, husband and wife, grantees, of the Town of Pinedale, County of Sublette, and State of Wyoming;

4-

That the grantees named in the aforesaid warranty deed, Randy L. Meyer and Terryea L. Meyer, were husband and wife at the time of said conveyance and the real estate so conveyed by said deed did vest in them, the said Randy L. Meyer and Terryea L. Meyer, husband and wife, as tenants by the entirety;

5-

That the aforesaid Randy L. Meyer is deceased and that said Randy L. Meyer died on the 9th day of March, 1994 in the Pinedale Medical Clinic at the Town of Pinedale, County of Sublette and State of Wyoming;

6-

That all interest of the aforesaid Randy L. Meyer 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 Randy L. Meyer become the sole owner of the above described real estate and premises and is on the date hereof the sole owner of the above-described real estate and premises;

7-

That attached hereto is a copy of the official death certificate of Randy Lee Meyer certified by the public authority wherein such original death certificate is a matter of record and that said Randy Lee Meyer who is named in said death certificate is one and the same person as Randy L. Meyer named in the aforesaid warranty deed as a grantee with Terryea L. Meyer, this affiant;

8-

That this affiant is one and the same person as Terryea L. Meyer, grantee with Randy L. Meyer in the aforementioned warranty deed.

Terryea L. Meyer
Terryea L. Meyer

Subscribed in my presence and sworn to before me this 27th day of April, 1994.

Notary Public

(Seal, and commission expiration)

JOHN S. MACKEY - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Aug. 4, 1997

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 0894 — STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK. FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT'S NAME (First / Middle / Last)	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
Randy Lee Meyer	Male	March 9, 1994

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.)
394-64-4181	38					January 26, 1956

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
Pinedale Medical Clinic	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	Terry Pierson

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	Welder	Construction

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Sublette	Pinedale	245 Fayette Pole Creek 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		2

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
Harold	nmn	Meyer	Irene	nmn	Boelter

INFORMANT

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

19c. MAILING ADDRESS	STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
Box 1371	245 Fayette Pole Creek Road,	Pinedale,	Wyoming,	82941

DISPOSITION

20a. Burial, Cremation, Removal, from State Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY - NAME	20d. LOCATION CITY OR TOWN	STATE
Removal	March 10,1994	Elmwood Cemetery	Antigo,	Wisconsin

21a. FUNERAL SERVICE LICENSEE OR Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
▶ Burke A. Johnson	93-4	Hudson's Funeral Home	115	164 N. Bridger, Pinedale, WY

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

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

22b. DATE SIGNED (Mo., Day, Yr.) 3/11/94 — 22c. HOUR OF DEATH 3:35 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) ▶ Burke A. Johnson Deputy Coroner

23b. DATE SIGNED (Mo., Day, Yr.): March 10, 1994 — 23c. HOUR OF DEATH: Aprx. 3:35 AM

23d. PRONOUNCED DEAD (Mo., Day, Yr.): March 9, 1994 — 23e. PRONOUNCED DEAD (Hour): 4:20 A M

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): J. Thomas Johnston M.D., 619 East Hennick, Pinedale, Wyoming 82941

25a. REGISTRAR (Signature) ▶ J. Thomas Johnston Jr.

25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): March 10, 1994

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. Exsanguination -

DUE TO (OR AS A CONSEQUENCE OF): b. Bullet - heart.

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 - Conditions contributing to death but not related to cause given in PART I

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

29. MANNER OF DEATH	30a. DATE OF INJURY (Month, Day, Year)	30b. TIME OF INJURY	30c. INJURY AT WORK? (Specify yes or no)	30d. DESCRIBE HOW INJURY OCCURRED
☐ Natural ☐ Accident ☒ Suicide ☐ Homicide ☐ Pending Investigation ☐ Could not be Determined	March 9,1994	Approx. 3:35 AM	No	Self-Inflicted Gunshot Wound To The Chest

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)
Mesa Road	Aprx. 3 Miles South Of Pinedale Wyoming

MAR 11 1994

VR 2-89
2/91 15M

REGISTERED — 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.

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 22, 1994

Deputy State Registrar

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

A F F I D A V I T

SEBE DOAN OPELLA, also known as SEBE OPELLA, of lawful age, being first duly sworn upon her oath according to law, deposes and says:

1. That Edward Opella, also known as Eddie Opella, died intestate at Rock Springs, Sweetwater County, Wyoming, on February 22, 1994.

2. That Edward Opella and Sebe Opella were married to each other on the 3rd day of January, 1942, at Rock Springs, Sweetwater County, Wyoming.

3. That on the 9th day of September, 1975, Eddie Opella and Sebe Opella, husband and wife, and to the survivor thereof as tenants by the entirety and not as tenants in common, purchased the following described real property from William Edwin Parsons and Nadine K. Parsons, husband and wife:

> All of Lot One (1) and all EXCEPT the East two (2) feet of Lot Two (2), Block Two (2), Nelson Addition to the Town of Pinedale, as the same appear on the official plat thereof of record and on file in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenance sthereunto appertaining; subject to reservations and restrictions contained in United States patents.

4. That William Edwin Parsons and Nadine K. Parsons, husband and wife, duly and regularly executed and delivered a Warranty Deed dated September 9, 1975, in favor of Eddie Opella and Sebe Opella, husband and wife, and to the survivor thereof as tenants by the entirety and not as tenants in common, Grantees, which Warranty Deed was filed for record in the office of the County Clerk within and for Sublette County, Wyoming on September 11, 1975, in Book 17 of Deeds, Page 696.

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 Eddie Opella and Sebe Opella, husband and wife, and to the survivor thereof as tenants by the entirety and not as tenants in common, which created an estate by the entireties, and they owned and held the title to said real property as such husband and wife continuously from said September 9, 1975, until the death of Eddie Opella on February 22, 1994.

6. That Sebe Opella survived Eddie Opella, and by virtue thereof, said estate by the entireties vested in her upon the death of said Eddie Opella, 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 2-9-102, 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, Eddie Opella, certified to by the

246180

RECORDED April 29, 1994 12:10PM
IN BOOK 62 Misc. PAGE 649
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

public authority in which such original death certificate is made of record.

Dated this 20th day of April, 1994.

Sebe Opella
SEBE OPELLA, also known as
SEBE DOAN OPELLA

Subscribed and sworn to before me this 20th day of _____, 1994.

My commission expires:

_____

Theda A. Knudsen
Notary Public

OFFICIAL SEAL
THEDA A. KNUDSEN
SWEETWATER COUNTY
Notary Public State of Wyoming
My Commission Expires
August 1, 1997

651

32

LOCAL FILE NUMBER

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME FIRST	MIDDLE	LAST	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
EDDIE		OPELLA	Male	February 22, 1994

4. SOCIAL SECURITY NUMBER	5a. AGE-Last Birthday (Years)	5b. UNDER 1 YEAR Months	5b. UNDER 1 YEAR Days	5c. UNDER 1 DAY Hours	5c. UNDER 1 DAY Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
712-09-0840	84					November 17, 1909

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)
Nebraska	Married	Sebe M. Doan

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

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Sweetwater	Rock Springs	140 Elk 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)	16. College (1-4 or 5+)
Yes	No ☒ Yes ☐ (Specify)	White	6	

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
Michael		Opella	Marie		Sokol

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Mrs. Sebe M. Opella	Wife

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
140 Elk 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
Removal-Cremation	Feb. 26, 1994	Intermountain Crematory Services	Salt Lake City,	Utah

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
► [signature]	406	Vase Funeral Home	85	154 Elk Street Rock Springs, Wyoming

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

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

(Signature and Title) ► Francis J. Hatch M.D

22b. DATE SIGNED (Mo., Day, Yr.)	22c. HOUR OF DEATH
February 23, 1994	6:15P 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. Coroner,

(Signature and Title) ► [signature]

23b. DATE SIGNED (Mo., Day, Yr.)	23c. HOUR OF DEATH
February 23,1994	6:15P M
23d. PRONOUNCED DEAD (Mo., Day, Yr.)	23e. PRONOUNCED DEAD (Hour)
February 22, 1994	6:15P M

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

Francis J. Hatch, M.D., Memorial Hosp. of Sweetwater Co., Rock Springs, Wyoming 82901

25a. REGISTRAR (Signature) ►	25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
[signature]	February 23, 1994

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. Cerebrovascular Incident	hours
	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. Cerebral Arteriosclerosis	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.

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

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

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

VR 2-89
2/91 15M

MARGIN RESERVED FOR BINDING

Division of Health and Medical Services — Vital Records Services

DATE ISSUED March 10, 1994

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.

SEAL

[signature]

VASE FUNERAL HOME
154 Elk Street
Rock Springs, Wyoming 82901

STATE OF WYOMING)ss
COUNTY OF SWEETWATER)
Subscribed and sworn to before a Notary Public this 10th day of March 19 94

[signature]

[redacted] [redacted] [redacted]

LAST WILL AND TESTAMENT

OF

SYLVIA SIMMONS GREENBERG

****

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF NUECES §

That I, SYLVIA SIMMONS GREENBERG, a widow, of 215 Jackson Place, Corpus Christi, Nueces County, Texas, being of sound mind and disposing memory, do make, publish, and declare this, my Last Will and Testament, hereby revoking all wills and codicils by me heretofore made.

SECTION I.

Payments of Debts, Expenses and Taxes

Except as otherwise provided by this will, I direct that my legally enforceable debts, funeral expenses, expenses of the administration of my estate, and all federal and state estate, inheritance and succession taxes (except any generation-skipping tax imposed by Section 2601 of the Internal Revenue Code or similar provision of any state law), including interest and penalties thereon, imposed upon my estate or any beneficiary thereof by reason of my death, including the portion of any such tax as is attributable to the proceeds of policies of insurance on my life or other property not constituting a part of my probate estate, be paid out of my residuary estate, without reimbursement from any person. The above direction with respect to payment of debts shall not be construed to require the payment of any debt before it is due, and my administrator is specifically given the right to renew and extend, in any form that it deems best, any debt or charge existing at the time of my death, including any mortgage on my home. Similarly, my administrator

TRUE AND CORRECT COPY
DATED 5-18-93

246182
652

RECORDED April 29, 1994 12:55PM
IN BOOK 42 Misc. PAGE 652
FEES $ 28.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

borrow money for the purpose of paying any or all of the aforesaid debts, expenses and taxes. No policy loan against a policy of life insurance owned by me on my life or on the life of any other person shall be treated as a debt to be paid out of the residue of my estate but rather any such policy loan against a policy of life insurance owned by me on my life shall be paid out of the proceeds of the policy and any policy of life insurance owned by me on the life of any other person shall be distributed to the person or entity entitled thereto subject to any such policy loan.

Notwithstanding the foregoing, if any tax, including interest and penalties thereon, is imposed on property includable in my gross estate by reason of Section 2044 of the Internal Revenue Code or a similar provision of any state law, I direct my administrator to recover the tax attributable to that property from the person or entity in possession of or receiving the property as provided in Section 2207A of the Internal Revenue Code or a similar provision of state law.

SECTION II.

Disposition of Residue

I give, devise and bequeath all of the rest and residue of my estate, of every kind and character, real, and personal and mixed, but not including any property over which I have a power of appointment, equally unto my two sons, Robert M. Greenberg of Dallas, Texas and Charles Greenberg of Corpus Christi, Texas.

SECTION III.

Definitions

All references in this Will to "Internal Revenue Code" shall be to the Internal Revenue Code of 1954, as it exists at the time of execution of this Will or as amended from time to time thereafter unless otherwise designated, or to its successor statute.

TRUE AND CORRECT COPY
[redacted]TED 5-18-93

As used in this Will, the word administrator shall include both the singular and the plural and shall mean the administrator or administrators acting hereunder at any time, whether one or more.

As used in this Will, the masculine, feminine and neuter genders shall each be deemed to include the others unless the context requires otherwise. The singular shall include the plural and the plural shall include the singular wherever the context of this Will permits.

SECTION IV.

Provisions Relating to Executor

I constitute and appoint Robert M. Greenberg independent administrator without bond of this, my Last Will and Testament. In the event that Robert M. Greenberg is unable or unwilling to serve as administrator, I constitute and appoint Charles Greenberg independent administrator. I direct that no action shall be had in any court respecting the settlement of my estate other than to probate this will and, if required, to make, return and record an inventory and appraisement of my estate and list of claims. During the administration of my estate, my administrator shall have, in extension and not in limitation of the powers given by law or the terms of this Will, all of the administrative powers and powers of sale granted to a trustee under the Texas Trust Act (or its successor statute governing the powers and responsibilities of trustees), such powers to be exercised without court supervision or control.

My administrator shall have full power and authority to make any and all estate, inheritance and income tax elections available to my administrator including specifically (i) the date and option, alternative or method which should be selected for the valuation of property in my gross estate for federal and state estate and inheritance tax purposes and the payment of all such taxes, (ii) whether a deduction shall be taken as an income tax

TRUE AND CORRECT COPY
DATED 5-18-93

deduction or an estate tax deduction, and (iii) the election to extend the time for the payment of federal and state estate and inheritance taxes and the election to pay any such tax in installments. My administrator shall incur no liability to any beneficiary of my state on account of making any such election, regardless of the fact that any federal or state estate, inheritance or income tax imposed on my estate is thereby increased or that there is a change in the proportion in which any beneficiary shares in my estate. My administrator's decisions with respect to such matters shall be binding and conclusive upon all concerned. No compensating adjustments between income or principal or in the amount of any bequest or devise hereunder shall be made as a result of any such decision.

I authorize my administrator to distribute my estate in whole or in part at such time or times as he deems advisable, and my administrator is authorized to make such distribution in cash, or in kind, or partly in cash and partly in kind. My administrator is further authorized to distribute my estate subject to any and all indebtedness incurred by me or by my administrator, which in the opinion of my administrator need not first be paid, and subject to any or all mortgages, deeds of trust or other liens created by me or by my administrator, provided, however, except as otherwise provided by this Will, the source of payment of any such debt shall be as provided in Section I hereof.

THIS I MAKE AND PUBLISH as my Last Will and Testament, hereunto subscribing my name in the presence of Edda E. Duff, and Caroline Cargile, who have at my request and in my presence and in the presence of each other, also subscribed their names hereto as attesting witnesses, on this the 7th day of June, 1991.

Sylvia Simmons Greenberg
Sylvia Simmons Greenberg
Testatrix

TRUE AND CORRECT COPY
DATED 5-18-93

We, the undersigned persons, of lawful age, have on this day at the request of Sylvia Simmons Greenberg witnessed her signature to the foregoing Last Will and Testament, in the presence of each of us, and we have, at the same time and in her presence and in the presence of each other, subscribed our names hereto as attesting witnesses.

Witness

5350 S. STAPLES
CORPUS CHRISTI, 78411
Address

Witness

5350 S. Staples
Corpus Christi, Tx 78411
Address

TRUE AND CORRECT COPY
DATED 5-18-93

654

THE STATE OF TEXAS §
§
COUNTY OF NUECES §

BEFORE ME, the undersigned authority, on this day personally appeared Sylvia Simmons Greenberg, Edda E. Duff and Caroline Cargile, known to me to be the Testatrix and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and all of said persons being by me duly sworn, the said Sylvia Simmons Greenberg, Testatrix, declared to me and to the said witnesses in my presence, that said instrument is her Last Will and Testament, and that she had willingly made and executed it as her free act and deed for the purposes therein expressed; and the said witnesses, each on their oath, stated to me in the presence and hearing of the said Testatrix that the said Testatrix had declared to them that the said instrument is her Last Will and Testament and that she executed the same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said Testatrix and at her request; and that she was at that time eighteen (18) years of age or over and was of sound mind; and that each of said witnesses was then at least fourteen (14) years of age.

Sylvia Simmons Greenberg
Sylvia Simmons Greenberg
Testatrix

Edda E. Duff
Witness

Caroline Cargile
Witness

TRUE AND CORRECT COPY
DATED 5-18-93

SUBSCRIBED AND ACKNOWLEDGED before me by the said Sylvia Simmons Greenberg, Testatrix, and subscribed and sworn to before me by the said Edda E. Duff and Caroline Cargile, witnesses, this 7th day of June, 1991.

Cindy Vasquez
Notary Public, State of Texas

Cindy Vasquez
Typed or Printed Name of Notary

My Commission Expires:
9-13-93

TRUE AND CORRECT COPY
DATED 5-18-93

659

33418-J

LAST WILL AND TESTAMENT

OF

SYLVIA SIMMONS GREENBERG

FILED

MAY 4 - 1993

At 3:00 pm

ERNEST M. BRIONES

County Clerk, Nueces County, Texas

By Teresa Medina Deputy

TRUE AND CORRECT COPY

DATED 5-18-93

NO. 33418-1

IN THE ESTATE OF:	*	IN THE PROBATE COURT
	*	NO. ONE
SYLVIA SIMMONS GREENBERG	*	NUECES COUNTY, TEXAS

ORDER PROBATING WILL AND GRANTING LETTERS TESTAMENTARY

This the 18 day of May, 1993, came on regularly to be heard the written application of ROBERT M. GREENBERG of Dallas, Texas for the probate of a certain instrument in writing dated June 7, 1991, now produced in court, said instrument being filed herein with the application for probate thereof, which application was filed on the 4th day of May, 1993, and purporting and alleged to be the last will and testament of SYLVIA SIMMONS GREENBERG, Deceased, and which application is also for letters testamentary, and due proof having been taken in the manner required by law, and it being proved to the satisfaction of the Court, and the Court having found that the Court has jurisdiction and venue of this estate, that every citation has been issued, served and returned in the manner and for the length of time as required by law; that at the time of executing said will, the testator was at least twenty-one (21) years of age and was at that time of sound mind; that said testator died in Nueces County, Texas, on May 3, 1993; that she was at the time of her death over 86 years of age; that at the time of her death she had her residence and domicile and her principal estate was located in Nueces County, Texas;

TRUE AND CORRECT COPY
DATED 5-18-93

6660

that said testator executed said last will with all solemnities, formalities, and under circumstances required by law to make it a valid will; and it is a good and valid will; that such will was never revoked by the testator; that the testator was not divorced subsequent to the execution of said will; that the material allegations in the application are true and correct, and the Court having further found it and determined that said will should be admitted to probate, and that Robert M. Greenberg of Dallas, Texas is named in said will as independent administrator to serve without bond or other security, and that said will directs that no action be had in the County Probate Court in the administration of this estate than to prove and record this will and return an inventory, appraisement and list of claims of the decedent; that there exists a necessity for administration upon said estate, and that said Robert M. Greenberg, of Dallas, Texas is not disqualified to serve as said independent administrator.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the said will of SYLVIA SIMMONS GREENBERG, dated June 7, 1991, and witnessed by Edda A. Duff and Caroline Cargile, which is on file herein, be, and the same is hereby, admitted to probate and record as the last will of the said SYLVIA SIMMONS GREENBERG; and that said last will, together with the application for probate thereof and the testimony given in this proceeding shall be duly recorded in the Minutes of this Court.

[redacted]

TRUE AND CORRECT COPY
DATED 5-18-93

[redacted] [redacted]

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said Robert M. Greenberg of Dallas, Texas, Applicant herein, therefore, receive letters testamentary as independent administrator of the estate of SYLVIA SIMMONS GREENBERG, to serve without bond required, when the said Robert M. Greenberg of Dallas, Texas, all have qualified according to law by filing therein its oath of executorship, the Clerk of the Court is directed to issue letters to it in accordance with this judgment and law.

SIGNED this the 18 day of ~~May~~, 1993.

JUDGE

TRUE AND CORRECT COPY
DATED 5-18-93

6602

C E R T I F I C A T E

THE STATE OF TEXAS §

COUNTY OF NUECES §

I, ERNEST M. BRIONES, CLERK of the County Courts of Nueces County, State of Texas, do hereby certify that the above and foregoing ELEVEN (11) pages of Probate matter contain a true and correct copy of:

1. LAST WILL AND TESTAMENT
2. ORDER PROBATING WILL AND GRANTING LETTERS TESTAMENTARY

In Cause No. 33418-1

STYLED: IN THE ESTATE OF SYLVIA SIMMONS GREENBERG, DECEASED

as the same is taken from the original instruments filed with said Probate Papers in said cause.

TO CERTIFY WHICH, WITNESS my hand and official seal of office at Corpus Christi, Texas, this the 18th day of MAY, A.D., 19 93.

ERNEST M. BRIONES, CLERK
COUNTY COURTS, NUECES COUNTY, TEXAS

By: Sylvia I. Gutierrez Deputy
(Sylvia I. Gutierrez)

LAST WILL AND TESTAMENT

of

FRED GREENBERG

STATE OF TEXAS *
*
COUNTY OF NUECES *

KNOW ALL MEN BY THESE PRESENTS:

That I, Fred Greenberg, of the County of Nueces and State of Texas, a married man, being of sound and disposing mind and memory and above the age of twenty one (21) years do hereby make and publish this my Last Will and Testament, hereby revoking all wills and any codicils thereto by me at any time heretofore made.

I.

I nominate and appoint my wife, Sylvia Simmons Greenberg, of Nueces County, Texas as my independent executrix to serve my estate under the provisions contained in this my will. If my wife, Sylvia Simmons Greenberg, shall predecease me, or shall be unwilling or unable to serve, or shall refuse to serve as independent executrix under this will, then in that event I nominate and appoint the Guaranty National Bank and Trust Company of Corpus Christi, Nueces County, Texas as my successor independent executor. If my successor independent executor serves under this will I direct that it shall serve with the same powers, rights, duties, and obligations that are encumbant upon my independent executrix. My independent executrix shall serve without bond and without court control, and no action shall be had in the probate court other than the filing of statutory inventory and appraisal of my estate and a list of claims owing to and due by my estate.

II.

It is my intent by this will to dispose of all of my separate property that I now have or shall hereafter acquire, and one half of the community estate of myself and my wife, Sylvia Simmons Greenberg. Under no

F.G.

STATE OF TEXAS
COUNTY OF NUECES

The above and foregoing is a true and correct copy as the same appears on file and/or recorded in the appropriate records of Nueces County, Texas.

Thereby certified, on 4-4, 19 94

County Clerk
Nueces County, Texas

246182

RECORDED April 29, 1994 12:55 PM
IN BOOK 62 Misc. PAGE 664
FEES $ 22.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

664

circumstances is this will to be construed as a disposition of any property which I do not own at the time of my death.

III.

My independent executrix shall pay all of the just claims and debts of my estate as soon after my death as may be required and practicable, all federal estate and state inheritance taxes, or other succession taxes, imposed against my estate by virtue of my death shall be paid from my residuary estate including taxes imposed on property passing outside my will.

IV.

I give, devise, and bequeath to my beloved wife, Sylvia Simmons Greenberg, all the rest, residue, and remainder of my estate, whether real, personal, or mixed, of whatsoever nature, or wheresoever situated, of which I may die possessed or seized, or to which I may be in any way entitled or to which I may have the right to dispose of or appoint at the time of my death.

V.

However, in the event that my beloved wife, Sylvia Simmons Greenberg, shall predecease me, or if our deaths shall occur simultaneously or approximately so, or in the same common accident or disaster, or under such circumstances that the order of our deaths cannot be ascertained with reasonable certainty, or if my beloved wife, Sylvia Simmons Greenberg, survives me no longer than seven (7) days subsequent to my death, then in any of these events my property shall pass as follows:

1. My diamond ring, weighing approximately 3.3 karats and my Rolex watch and watch band I give, devise, and bequeath to my son, Alvin Charles Greenberg.

2. All other watches and jewelry I give, devise, and bequeath to my son, Robert Martin Greenberg.

3. All the rest and residue and remainder of my estate whether real, personal, or mixed of whatsoever nature, or wheresoever situated, of which I may die possessed or seized, or to which I may be in any way entitled, or to which I may have the right to

F. G.

STATE OF TEXAS
COUNTY OF NUECES

The above and foregoing is a true and correct copy as the same appears on file and/or recorded in the appropriate records of Nueces County, Texas.

Thereby certified, on 4-4-, 19 94

County Clerk
Nueces County, Texas

dispose of, or appoint at the time of my death, I give, devise, and bequeath in equal parts, share and share alike, to my sons, Alvin Charles Greenberg and Robert Martin Greenberg.

VI.

However, in the event that my beloved wife, Sylvia Simmons Greenberg, shall predecease me, or if our deaths shall occur simultaneously or approximately so, or in the same common accident or disaster, or under such circumstances that the order of our deaths cannot be ascertained with reasonable certainty, or if my beloved wife, Sylvia Simmons Greenberg, survives me no longer than seven (7) days subsequent to my death, and if one of my sons, either Alvin Charles Greenberg or Robert Martin Greenberg, shall predecease me without issue, then in those events I give, devise, and bequeath all of the rest, residue, and remainder of my estate whether real, personal or mixed of whatsoever nature, and wheresoever situated, of which I may die possessed or seized, or to which I may be in any way entitled, or to which I may have the right to dispose of or appoint at the time of my death to my son that is surviving.

VII.

However, in the event that my beloved wife, Sylvia Simmons Greenberg, shall predecease me, or if our deaths shall occur simultaneously or approximately so, or in the same common accident or disaster, or under such circumstances that the order of our deaths cannot be ascertained with reasonable certainty, or if my beloved wife, Sylvia Simmons Greenberg, survives me no longer than seven (7) days subsequent to my death, and one of my two sons, Alvin Charles Greenberg or Robert Martin Greenberg, shall predecease me with issue then in any of these events I give, devise, and bequeath all of the rest, residue, and remainder of my estate whether real, personal, or mixed, of whatsoever nature, and wheresoever situated, of which I may die possessed or seized, or to which I may be in any way entitled, or to which

FOR FILING STAMPS

VOL 539 PAGE 602

F.G.

STATE OF TEXAS
COUNTY OF NUECES

The above and foregoing is a true and correct copy as the same appears on file and/or recorded in the appropriate records of Nueces County, Texas.

Thereby certified, on 4-4-, 19 94

County Clerk
Nueces County, Texas

I may have the right to dispose of or appoint at the time of my death to the issue or issues of the son so predeceasing me and my son surviving in equal parts share and share alike. If this paragraph of my will becomes effective it is my intent that my surviving son shall have one half of all of my property and the issue or issues of my son predeceased shall have one half of all of my properties.

VIII.

Should my successor independent executor serve my estate under the provisions contained in this my will it shall serve without bond and without court control and shall be entitled to receive the customary and usual fees charged by corporate executors for its service under the provisions contained in this my will.

IX.

This I make and publish as my Last Will and Testament consisting of five (5) pages and each initialed by me, hereunto signing and subscribing my name this 21st day of April, A.D., 1969 in the presence of ABRAHAM D. DANZIGER, SIDNEY GINSBERG and MARTIN L. LYNN, who attest the same at my request.

FRED GREENBERG
Testator

The foregoing instrument was now here published as his Last Will and Testament, and signed and subscribed by Fred Greenberg, the Testator, in our presence, and we, at his request and in his presence and in the presence of each other, sign and subscribe our names thereto as subscribing witnesses.

Witnesses

F.G.

PROBATE RECORDS
VOL 539 PAGE 603

STATE OF TEXAS
COUNTY OF NUECES

The above and foregoing is a true and correct copy as the same appears on file and/or recorded in the appropriate records of Nueces County, Texas.

Thereby certified, on 4-4-, 1994

County Clerk
Nueces County, Texas

STATE OF TEXAS *
*
COUNTY OF NUECES *

Before me, the undersigned authority, on this day personally appeared Fred Greenberg, ABRAHAM D DANZIGER, SIDNEY GINSBERG, and MARTIN L LYNN, known to me to be the Testator and Witnesses, respectively, whose names are subscribed to the foregoing instrument in their respective capacities, and, all of the persons being by me duly sworn, the said Fred Greenberg, Testator, declared to me and to the said Witnesses in my presence that said instrument is his Last Will and Testament, and that he had willingly made and executed it as his free act and deed for the purposes therein expressed; and the said Witnesses, each on their oath stated to me, in the presence and hearing of the said Testator, that said Testator had declared to them that such instrument was his Last Will and Testament, and he executed the same as such and wanted each of them to sign it as a Witness; and upon his oath, each Witness stated further that they did sign the same as Witness in the presence of the said Testator and at his request; that he was at the time nineteen (19) years of age or over and was of sound mind; that each of said Witnesses was then at least fourteen (14) years of age.

FRED GREENBERG
Testator

Witness

Witness

Witness

Subscribed and acknowledged before me by the said Fred Greenberg, Testator, and subscribed and sworn to before me by the said ABRAHAM D. DANZIGER, SIDNEY GINSBERG, and MARTIN L. LYNN, Witnesses this the 21st day of April, A.D., 1994.

Notary Public in and for Nueces County, Texas

F.G.

STATE OF TEXAS
COUNTY OF NUECES

The above and foregoing is a true and correct copy as the same appears on file and/or recorded in the appropriate records of Nueces County, Texas.

Thereby certified, on 4-4- 19 94

County Clerk
Nueces County, Texas

668

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21449-2

LAST WILL AND TESTAMENT

OF

FRED GREENBERG

FILED

JUL 18 1977

MARION UEBLINGER
County Clerk, Nueces County, Texas
By Margot Davis

VOL 539 PAGE 605

STATE OF TEXAS
COUNTY OF NUECES

The above and foregoing is a true and correct copy as the same appears on file and/or recorded in the appropriate records of Nueces County, Texas.

Thereby certified, on 4-4, 19 94

County Clerk
Nueces County, Texas

NO. 21449-2

THE ESTATE OF	*	IN THE PROBATE COURT
FRED GREENBERG	*	OF
DECEASED	*	NUECES COUNTY, TEXAS

ORDER ADMITTING WILL TO PROBATE

On the 3rd day of August, 1977, came on to be heard the Application of Sylvia Simmons Greenberg, also known as Mrs. Fred Greenberg, filed in the above entitled and numbered Estate, for the Probate of the Will of Fred Greenberg, Deceased, hereinafter called Decedent, and the issuing of Letters Testamentary in said Estate of Fred Greenberg, Deceased.

The Court, after heard and considered the evidence and the Will of Fred Greenberg, Deceased, finds that the allegations set forth in the Application of Sylvia Simmons Greenberg, also known as Mrs. Fred Greenberg, are true; that notice and citation herein have been given in the manner and for the length of time required by law; that the Decedent died on July 8, 1977 in Corpus Christi, Nueces County, Texas; that four (4) years have not elapsed since the date of the Decedent's death; that the Court has jurisdiction and venue of said Estate; that the Decedent died Testate, leaving a Will dated April 21, 1969; that said Will was executed with the formalities and solemnites and under the circumstances required by law to make a valid Will; that on the date of said Will Decedent was Sixty-Two (62) years of age and was of sound mind; that the Decedent never revoked said Will; no objection to or contest of the probate of said Will has been filed herein; that the proof required for the probate of said Will has been made and said Will is entitled to probate; that Decedent in said Will named Sylvia Simmons Greenberg, also known as Mrs. Fred Greenberg, the Independent Executrix thereof to serve without Bond; that said Sylvia Simmons Greenberg, also known as Mrs. Fred Greenberg, is an individual not disqualified by law to act as such Independent

VOL 539 PAGE 610

STATE OF TEXAS
COUNTY OF NUECES

The above and foregoing is a true and correct copy as the same appears on file and/or recorded in the appropriate records of Nueces County, Texas.

Thereby certified, on 4-4-, 19 94

County Clerk
Nueces County, Texas

Executrix; that said Independent Executrix is duly qualified and entitled to receive Letters Testamentary; that a necessity exists for the administration of the Estate of Fred Greenberg, Deceased.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Will of Fred Greenberg, Deceased, be and same is hereby admitted to Probate, and that the Clerk of this Court is directed to record said Will, together with the Application of Sylvia Simmons Greenberg, also known as Mrs. Fred Greenberg, in the Minutes of this Court; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said Sylvia Simmons Greenberg, also known as Mrs. Fred Greenberg, be and is hereby appointed Independent Executrix of said Will and of the Estate of the said Fred Greenberg, Deceased; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that no bond or other security is required of the said Sylvia Simmons Greenberg, also known as Mrs. Fred Greenberg, as Independent Executrix, and that on said Sylvia Simmons Greenberg, also known as Mrs. Fred Greenberg, taking and filing the oath required by law, Letters Testamentary shall issue to her.

SIGNED AND ORDERED ENTERED on this the 3rd day of August, 1977.

Hector De Peña
JUDGE
Probate Court of Nueces County,
Texas

VOL 539 PAGE 611

STATE OF TEXAS
COUNTY OF NUECES

The above and foregoing is a true and correct copy as the same appears on file and/or recorded in the appropriate records of Nueces County, Texas.

Thereby certified, on 4-4, 19 94

County Clerk
Nueces County, Texas

No. 21449-2

Estate of
Fred Greenberg,
Deceased

Order Probating Will

VOL 539 PAGE 612

STATE OF TEXAS
COUNTY OF NUECES

The above and foregoing is a true and correct copy as the same appears on file and/or recorded in the appropriate records of Nueces County, Texas.

Thereby certified, on 4-4-, 19 94

County Clerk
Nueces County, Texas

STATE OF TEXAS
COUNTY OF NUECES

I, ERNEST M. BRIONES, COUNTY CLERK OF NUECES COUNTY, TEXAS, do hereby certify that the foregoing is a true and correct copy of the original record now on file and/or recorded by me in the PROBATE records.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, this APRIL 19 94.

ERNEST M. BRIONES, COUNTY CLERK
NUECES COUNTY, TEXAS
By: Sylvia I. Schultz
Deputy

672

673

ASSIGNMENT OF CONTRACT RIGHT

For value received, HARVEY STONE, of Sublette County, Wyoming (Assignor), assigns, transfers and sets over to HARVEY STONE (and successors), TRUSTEE OF THE HARVEY STONE TRUST, dated March 17, 1994, P.O. Box 438, Pinedale, Wyoming 82941 (Assignee), all his right, title and interest in and to that certain Agreement for Warranty Deed, dated June 17, 1990, and recorded June 28, 1990, in Book 57 of Miscellaneous, Page 508, in the office of the County Clerk, Sublette County, Wyoming, wherein Assignor agreed to sell and JAMES L. PLATTS and DAPHNE D. PLATTS, husband and wife, agreed to buy real property located in Sublette County, Wyoming, and described as follows:

TOWNSHIP 35 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING:

Section 23: $SE\frac{1}{4}SE\frac{1}{4}$
Section 26: $NE\frac{1}{4}$

subject to all the terms and conditions of said agreement for warranty deed.

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

In witness whereof, I have executed this assignment this 11th day of April, 1994.

Harvey Stone
HARVEY STONE

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 11th day of April, 1994, by HARVEY STONE.

Witness my hand and official seal.

Emma Lou Mason
Notary Public

EMMA LOU MASON - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires April 2, 1995

246203

May 2 3:20 PM '94
62 Miscellaneous 673
6.00 Mary L. Gilliland

THE LAW OFFICES OF
GERALDINE E. CHAMPION, State Bar #146147
1345 Broad Street
San Luis Obispo, California 93401
(805) 541-1515

Attorney for GILBERT M. PETER

246210

RECORDED May 2 19 94 9:00 AM
IN BOOK 62 Misc. PAGE 674
FEES $ 58.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Barton

DECLARATION UNDER CALIFORNIA PROBATE CODE §§13100-13115

The undersigned hereby declares:

1. We make this declaration to induce ENRON OIL & GAS COMPANY to transfer to us the property described below under California Probate Code §§13100-13115.

2. ELIZABETH C. PETER died at Pacific Care Center, while domiciled in the City of Morro Bay, San Luis Obispo County, California, on or about December 12, 1993, leaving a Pour-Over Will and the ELIZABETH C. PETER LIVING TRUST dated July 12, 1993.

3. At least 40 days have elapsed since the death of the decedent, as evidenced by the decedent's death certificate. A certified copy of the decedent's death certificate was presented to ENRON OIL & GAS COMPANY on or about December 30, 1993.

4. No proceeding is now being or has been conducted in California for administration of the decedent's estate.

5. The gross value of the decedent's real and personal property in California, excluding the property described in California Probate Code §13050 does not exceed sixty thousand dollars ($60,000) and includes the following:

Any and all interest in that certain interest identified as Dry Piney Unit Third Revision Frontier Participating Area "A", Sublette County, Wyoming, Elizabeth C. Peter, ION 074883R
and
Dry Piney Unit Fourth Revision Nugget Participating Area, Sublette County, Wyoming, Elizabeth C. Peter, ION 074883R
(See Exhibit A for further particulars)

6. The declarants are the successors of the decedent (as defined in California Probate Code §13006) to the decedent's interest in the described property.

7. No other persons have a right to the interest of the decedent in the described property.

8. Our names, addresses, and relationships to the decedent are as follows:

GILBERT M. PETER	Adult/Son	349 Fresno Avenue Morro Bay, CA 93442
GLEN O. PETER	Adult/Son	402 Pike Denver, CO 80233
JEAN E. LOSEKE	Adult/Daughter	4008 B. Farmington Dr. Champaign, IL 61820

9. The declarants request that the described property be paid, delivered, or transferred to the declarants.

10. We agree to hold ENRON OIL & GAS COMPANY free and harmless and indemnify it against all liability, claims, demands, loss, damages, costs, and expense whatsoever that it may incur because of the transfer, payment, or delivery to us of the property.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: Feb 3, 1994

Gilbert M. Peter

GILBERT M. PETER
Social Security No. 520-26-2667

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ACKNOWLEDGMENT

State of California)
) ss.
County of San Luis Obispo)

On this 3rd day of FEBRUARY, in the year 1994, before me **TAMI C TRUHITTE**, personally appeared GILBERT M. PETER, (personally known to me/proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this document, and acknowledged that he signed it.

OFFICIAL SEAL
TAMI C. TRUHITTE
Notary Public-California
PRINCIPAL OFFICE IN
SAN LUIS OBISPO COUNTY
My Commission Exp. 1-13-95

Tami C. Truhitte
Notary Public for the State of California

DATED: FEB. 4, 1994

Glen O Peter
GLEN O. PETER
Social Security No. 520-22-6136

ACKNOWLEDGMENT

State of)
) ss.
County of Adams)

On this 4th day of February, in the year 1994, before me Glen O. Peter M.V. Michelle D Voss, personally appeared GLEN O. PETER, (personally known to me/proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this document, and acknowledged that he signed it.

Michelle D Voss
Notary Public for the State of

My Commission Expires Oct. 6, 1997

///

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6677

DATED: 2/8, 1994

Jean E. Loseke
JEAN E. LOSEKE
Social Security No. 520-26-7774

ACKNOWLEDGMENT

State of Illinois)
) ss.
County of Champaign)

On this 8th day of February, in the year 1994, before me Jo Ann Corley, personally appeared JEAN E. LOSEKE, (personally known to me/proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this document, and acknowledged that she signed it.

OFFICIAL SEAL
JO ANN CORLEY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-12-95

Jo Ann Corley
Notary Public for the State of Illinois

In re the Matter of Elizabeth C. Peter,
ION 074883R

EXHIBIT A

USA W-92223

Township 27 North, Range 114 West
Section 10: NW,S2NE,N2SW,SESW,SE
Section 11: W2SW
Section 14: S2,NW,SWNE
Section 15: N2N2,S2NE,SENW
Sublette County, Wyoming

679

WILL

OF

ELIZABETH C. PETER

I, ELIZABETH C. PETER, a resident of San Luis Obispo County, California, declare that this is my Will. I revoke all Wills and Codicils that I have previously made.

FIRST: I am a widow. I have three (3) children now living, namely, GLEN O. PETER, JEAN E. LOSEKE, and GILBERT M. PETER. I have no deceased children.

SECOND: A. I give all my estate to the trustee then in office under that trust designated as the ELIZABETH C. PETER LIVING TRUST dated July 12, 1993, entered into between ELIZABETH C. PETER as trustor and GILBERT M. PETER as trustee, to be administered as provided in said trust, including any amendments made to it before my death. To the extent permitted by law, it is not my intent to create a separate trust by this Will or to subject the trust or the property added to it by this Will to the jurisdiction of the probate court.

B. If the disposition in Article SECOND, subparagraph A is inoperative or is invalid for any reason, or if the trust referred to in Article SECOND, subparagraph A fails or is revoked, I incorporate herein by this reference the terms of that trust, as executed on this date, and any amendments

EGD

thereto, and I give the residue of my estate to the trustee named in the trust as trustee, to be held, administered, and distributed as provided in that instrument.

THIRD: The trustee of the ELIZABETH C. PETER LIVING TRUST dated July 12, 1993, is directed by its terms to pay all taxes that may be payable because of my death and to allocate the taxes as provided in that trust. If at the time of my death that trust no longer exists or, if it does still exist but is insufficient to pay the taxes referred to in this paragraph, I direct my Executor to pay, from my estate, the taxes that cannot be paid from that trust.

FOURTH: If any beneficiary under this Will in any manner, directly or indirectly, contests or attacks this Will or any of its provisions, any share or interest in my estate given to that contesting beneficiary under this Will is revoked and shall be disposed of in the same manner provided herein as if that contesting beneficiary had predeceased me without surviving issue.

FIFTH: A. I nominate my son, GILBERT M. PETER, as Executor of this Will, to serve without bond. If GILBERT M. PETER shall for any reason fail to qualify or cease to act as Executor, I nominate my son, GLEN O. PETER, to serve as Executor without bond. If GLEN O. PETER shall for any reason fail to qualify or cease to act as Executor, I nominate my daughter, JEAN E. LOSEKE to serve as Executor without bond. The term "my Executor" as used in this Will shall include any personal representative of my estate.

E.E.P.

B. I authorize my Executor to sell, with or without notice, at either public or private sale, and to lease, manage, and operate any property belonging to my estate, subject only to such confirmation of court as may be required by law.

C. I further authorize my Executor to invest and reinvest any surplus money in the Executor's hands in every kind of property, real, personal or mixed, and in every kind of investment, specifically including but not limited to interest-bearing accounts, corporate obligations of every kind, preferred or common stocks, shares of investment trusts, investment companies, mutual funds, or common trust funds, including funds administered by the Executor and mortgage participations, that persons of prudence, discretion and intelligence acquire for their own account.

Signed on July 12, 1993, at San Luis Obispo, California.

Elizabeth C. Peter
ELIZABETH C. PETER

E.C.P.

[redacted] [redacted] [redacted]

ATTESTATION

On the date written below, ELIZABETH C. PETER declared to us, the undersigned, that this instrument, consisting of four (4) pages including this page signed by us as witnesses, was her Will and requested us to act as witnesses to it. She thereupon signed this Will in our presence, all of us being present at the same time. We now, at her request, in her presence and in the presence of each other, subscribe our names as witnesses.

It is our belief that ELIZABETH C. PETER is of sound mind and memory and is under no constraint or undue influence whatsoever.

We declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on July 12, 1993, at San Luis Obispo, California.

Dawna J. Davies residing at: 1345 Broad.

DAWNA J. DAVIES San Luis Obispo, Ca

Karen Baum residing at: 1345 Broad

KAREN BAUM San Luis Obispo, Ca

EBB

DECLARATION OF TRUST

OF

GILBERT M. PETER

FOR THE BENEFIT OF

ELIZABETH C. PETER

DATED: July 12, 1993

TRUSTOR: **ELIZABETH C. PETER**

TRUSTEE: **GILBERT M. PETER**

NAME OF TRUST: **ELIZABETH C. PETER LIVING TRUST, dated** July 12, 1993

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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DECLARATION OF TRUST
OF
GILBERT M. PETER
FOR THE BENEFIT OF
ELIZABETH C. PETER

GILBERT M. PETER, of San Luis Obispo County, California, (hereinafter referred to as "trustee"), declares that ELIZABETH C. PETER, of San Luis Obispo County, California, (hereinafter referred to as "trustor"), has transferred and delivered to the trustee, without consideration, the property described in Schedule A attached to this instrument.

ARTICLE I

TRUST PROPERTY

1.01 Trust Estate. All property subject to this instrument from time to time, including the property listed in Schedule A, is referred to as the "trust estate" and shall be held, administered, and distributed according to this instrument.

ARTICLE II

POWER TO AMEND AND REVOKE

2.01 Revocation by Sole Trustor. The trustor may at any time revoke this instrument in whole or in part by a written instrument, signed and delivered (personally or by mail) to the trustee. If this 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 that may reasonably be required to secure payment of liabilities the trustee has lawfully incurred in

administrating the trust, including trustee's fees that have been earned, unless the trustor shall indemnify the trustee against loss or expense.

2.02 Amendment. The trustor may at any time amend the terms of this trust with respect to all or any part of the trust estate or terms, by written instrument signed by the trustor, and if the trustor is not the trustee, delivered by the trustor (personally or by mail) 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.

2.03 Trust Irrevocable on Death of Trustor. Upon the death of the trustor, the trust created by this instrument shall become irrevocable and not subject to amendment, revocation or termination, except as provided herein.

2.04 Disability of Trustor. All of the trustor's powers to revoke and amend are personal and, in the event of disability, may be exercised on the trustor's behalf only (1) by a conservator with court approval, or (2) by the holder of a Durable Power of Attorney for the purpose of making gifts or taking other actions that are authorized by express provision of the durable power.

ARTICLE III

DISTRIBUTION OF INCOME AND PRINCIPAL

3.01 Distributions During Lifetime of Trustor.

A. Net income to trustor: During the lifetime of the trustor, the trustee shall pay to or apply for the benefit of the trustor, in monthly or more frequent installments, all the net income of the trust estate, unless otherwise directed in writing by the trustor.

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B. Invasion of principal: If the trustee considers the net income insufficient, the trustee shall pay to or apply for the trustor's benefit, as much of the principal of the trust estate as is necessary in the trustee's discretion for the trustor's proper health, education, support, comfort, enjoyment, and welfare. In addition, the trustee shall pay the trustor as much of the trust estate as the trustor shall request in writing.

C. Trustor incapacitated: If at any time, either in the trustee's discretion, or as certified in writing by two physicians who are authorized to practice medicine in the state where the trustor resides, and are not related by blood or marriage to the trustor or any beneficiary of this trust, the trustor has become physically or mentally incapacitated, whether or not a court of competent jurisdiction has declared the trustor incompetent, or in need of a conservator, the trustee shall pay to or apply for the benefit of the trustor, such amounts of income and principal of the trust estate as are necessary, in the trustee's discretion, for the proper health, education, support, and maintenance of the trustor, until the trustor, as certified in writing by two physicians who are authorized to practice medicine in the state where the trustor resides, and are not related by blood or marriage to the trustor or to any beneficiary of this trust, is again able to manage the trustor's own affairs, or until the death of the trustor. Any income in excess of the amounts applied for the benefit of the trustor shall be accumulated and added to principal.

3.02 Distribution Upon Death of Trustor.

A. Deceased trustor's expenses: On the death of the trustor, the trustee, in the trustee's discretion, shall pay out of the trust estate: (1) debts of the trustor which are outstanding at the time of the trustor's death and are not barred by the statute of limitations, the Statute of Frauds, or any of the provisions of the law; (2) federal or

state estate and inheritance taxes, including interest and penalties arising because of the trustor's death; (3) the last illness and funeral expenses of the trustor; (4) attorneys' fees; and (5) other costs incurred in the administration of the trustor's probate estate, if one is necessary, or the trust estate under this instrument.

B. Distribution of trust estate: On the death of the trustor, after payments made pursuant to subparagraph A of paragraph 3.02 above, the trustee shall distribute the balance then remaining of the trust estate, as follows:

1. The trustor may designate in writing specific items of personal property, held by the trustee, to be distributed to specified beneficiaries of this trust or otherwise. Such writing shall hereinafter be referred to as a "gift list." The value of any specific item of personal property set forth in the "gift list," whether the gift is made to a beneficiary of this trust or to a person or persons not provided for herein, shall be considered a specific and separate gift to such person or persons, and shall not reduce any other gifts set forth in this trust instrument for such person or persons. Any such "gift list" shall be signed and dated by the trustor. If there is more than one "gift list," it is the trustor's intent that the last dated and signed gift list shall prevail.

2. The trustee shall distribute the balance then remaining of the trust estate, free of trust, in equal shares, to the trustor's children, namely, GLEN O. PETER, JEAN E. LOSEKE, and GILBERT M. PETER, who survive the death of the trustor; provided, however, should any of said children predecease the trustor, leaving issue who survive the death of the trustor, then such issue shall take, by right of representation, the share such deceased child would have taken had he or she survived the death of the trustor, subject to the provisions of subparagraphs 3 and 4 of this Paragraph 3.02.B, below. In the event any of said children predecease the trustor, leaving no issue who survive the death of the trustor, such deceased child's share of the trust estate shall augment proportionately the other shares distributed under this subparagraph 2 of Paragraph 3.02.B.

3. If any person entitled to outright distribution ("beneficiary") of the trust estate or of a portion of the trust estate is under age twenty-one (21), the trustee shall hold and administer the beneficiary's portion of the trust estate for the beneficiary's benefit. Income of the beneficiary's portion shall be added to the principal, and the trustee shall pay to or apply for the benefit of the beneficiary as much of the beneficiary's trust estate as the trustee, in the trustee's discretion, considers necessary for the beneficiary's proper health, education, support, and maintenance. When the beneficiary attains the age of

twenty-one (21), the trustee shall distribute to the beneficiary his or her entire share of the trust estate.

4. If a beneficiary dies before attaining age twenty-one (21), the beneficiary's portion of the trust estate shall be distributed, subject to the provisions of subparagraph 3 above, to the beneficiary's then-living issue, or if there are none, to the trustor's then-living issue, by right of representation. If any part of that balance would otherwise be distributed to a person for whose benefit a trust is then being administered under this instrument, that part shall be added instead to that trust and administered according to its terms. Any additions to a partially distributed trust shall augment proportionately the distributed and undistributed portions of the trust.

5. If at any time before full distribution of the trust estate the trustor and all the trustor's issue are deceased and no other disposition of the property is directed by this instrument, the remaining portion of the trust shall then be distributed to the legal heirs of the trustor, the identity and respective shares of those heirs to be determined in all respects as though the death of the trustor 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.

ARTICLE IV

POWERS OF TRUSTEE

4.01 To carry out the purposes of any trust created under this instrument, and subject to any additions or limitations stated elsewhere in this instrument, the trustee shall have these powers in addition to those powers now or hereafter conferred by law:

A. Power to retain property: To continue to hold any property, and to operate at the risk of the trust estate any business that the trustee receives or acquires under the trust as long as the trustee considers advisable.

B. Power of sale, exchange, repair, etc.: To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, subdivide, improve, and repair trust property.

C. Power to lease: 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; to enter into community oil leases, pooling, and unitization agreements.

D. Power to manage securities: To have all the rights, powers, and privileges of an owner of 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 and to borrow against securities on margin accounts.

E. Power to borrow: 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 the property in which the trust has an interest, or for the trustor's debts.

F. Power to insure: To carry, at the expense of the trust, insurance of the kinds and in the amounts as the trustee considers advisable to protect the trust estate and the trustee personally against any hazard.

G. Power to initiate or defend litigation: To initiate or defend, at the expense of the trust estate, any litigation relating to the trust, or any property of the trust estate the trustee considers advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of the trust. The trustee's powers under this paragraph shall apply during the term of the trust and after distribution of trust assets. However, the trustee shall have no obligations or duties with respect to any litigation or claims occurring after distribution of trust assets unless the trustee is adequately indemnified by the distributees for any loss in connection with such matters.

H. Power to withhold payment if conflicting claims arise: To withhold from distribution, in the trustee's discretion, at the time for distribution of any property in any trust created herein, all or any part of the property, as long as the trustee determines in the trustee's discretion that the property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the trust estate.

I. Power to employ agents: To employ any custodian, attorney, accountant, corporate fiduciary, or any other agent or agents to assist the trustee in the administration of this 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 income first and if insufficient, out of the principal and shall not decrease the compensation to which the trustee is entitled.

J. Loan trust property: To lend money to any person including the trustee and/or the probate estate of the trustor, provided that any such loan shall be adequately secured and bear a reasonable rate of interest.

K. Transactions with estate of trustor: To purchase any property at its fair value, as determined by the trustee, in the trustee's discretion, from the probate estate of the trustor.

L. Investment powers: 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, stocks, preferred or common, shares of investment trusts, investment companies, money market funds, savings accounts, interest-bearing checking accounts, certificates of deposit, treasury bills, stock options, margin accounts, mutual funds, and mortgage participations, that men and women of prudence, discretion, and intelligence acquire for their own account including any common trust fund administered by the trustee; and the investments need not be diversified; provided, however, the aggregate return of all investments of the trust from time to time shall be reasonable in light of then existing circumstances.

M. Power to adjust for tax consequences: To take any action and to make any election, in the trustee's discretion, minimize the tax liabilities of this trust and its beneficiaries. The trustee shall allocate the benefits among the various beneficiaries, and shall make adjustments in the rights of any beneficiaries, or between the income and principal accounts to compensate for the consequences of any tax election that the trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

N. Powers of distribution: 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 any property the trustee considers necessary for division or distribution. In making any division or partial or final distribution of the trust estate, the trustee is not obligated to make a pro rata division or to distribute the same assets to beneficiaries similarly situated. The trustee may, in the trustee's discretion, make nonpro rata division between trusts or shares and nonpro rata distributions to the beneficiaries, if the respective assets allocated to separate trusts or shares, or distributed to the beneficiaries, have equivalent or proportionate fair market value and income tax bases.

O. Transactions between trusts: The trustee may loan or advance money, at the current rate of interest, from any trust created hereunder to any other trust created hereunder and may sell and purchase assets between the trusts hereunder, in the trustee's discretion, subject always to the requirement that such transactions be for fair and adequate consideration.

P. Release of powers: The trustee shall have the power 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 this power is expressly granted in this instrument or implied by law. The trustee shall exercise this power in a written instrument specifying the powers to be released or restricted and the nature of any

restriction. Any released power shall pass to and be exercised by the other acting trustee, if any.

Q. Power to purchase bonds at premium: To purchase bonds and to pay any premiums connected with the purchase that the trustee, in the trustee's discretion, considers advisable; provided, however, each premium is repaid periodically to principal from the interest on the bond in a reasonable manner as the trustee determines and, to the extent necessary, from the proceeds on the sale or other disposition of the bond.

R. Power to purchase bonds at a discount: To purchase bonds at a discount as the trustee, in the trustee's discretion, considers advisable. If, however, the trustee determines in the trustee's discretion that the current yield on the bonds is materially less than the rate of return that the trust could otherwise obtain with equivalent safety, all or a portion of the discount shall be credited periodically to income of the trust in a reasonable manner as the trustee determines and, to the extent necessary, paid from the proceeds on the sale or other disposition of the bond or from principal.

S. Power to purchase treasury bond: To purchase in the trustee's discretion at less than par obligations of the United States of America that are redeemable at par in payment of any federal estate tax liability of the trustor in the amounts the trustee considers advisable. The trustee shall exercise the trustee's discretion and purchase these obligations if the trustee believes that the trustor is in substantial danger of death, and may borrow funds and give security for that purpose. The trustee shall resolve any doubt concerning the desirability of making the purchase and its amount in favor of making the purchase and in purchasing a larger, even though somewhat excessive amount. The trustee shall not be liable to the trustor, any heir of the trustor, or any beneficiary of this trust for losses resulting from purchases made in good faith. Notwithstanding anything in this instrument to the contrary, the trustee is directed to pay the federal estate tax due on the trustor's death in an amount not less than the par value plus accrued interest of the obligations that are eligible for redemption to pay the trustor's federal estate taxes, without apportionment or charge against any beneficiary of the trust estate or transferee of property passing outside the trust estate. The legal representative of the trustor's estate, or if none was appointed, the trustee acting under this instrument, shall select the redemption date of these obligations.

T. Authority to pay death taxes: Except as otherwise specifically provided in this instrument, or in trustor's Will, any federal and/or California estate taxes imposed on or by reason of the inclusion of any portion of the trust estate in the gross taxable estate of trustor under the provisions of any federal tax law shall be paid by the trustee and charged to, prorated among, or recovered from the trust estate or the persons entitled to the benefits under this trust as and to the extent provided by California Probate Code section 20110 and related sections or any successor statutes or amendments thereto.

U. Power to pledge trust assets: To pledge trust assets as collateral for loans made to the trust, to the trustee individually, as well as loans to third parties, within the trustee's sole discretion.

4.02 The enumeration of certain powers of the trustee shall not limit the trustee's general powers, and the trustee, subject always to the discharge of the trustee's fiduciary obligations, is vested with and shall have all the rights, powers, and privileges which an absolute owner of the same property would have.

ARTICLE V

DEATH OF TRUSTEE; RESIGNATION OF TRUSTEE; SUCCESSOR TRUSTEE

5.01 Death of Trustee. In the event the trustee, GILBERT M. PETER, fails to qualify or ceases to act as the trustee, as a result of death, resignation or inability to act as trustee, then GLEN O. PETER shall act as the trustee for purposes of administering this trust. In the event GLEN O. PETER fails to qualify or ceases to act as the trustee, as a result of death, resignation or inability to act as trustee, then JEAN E. LOSEKE shall act as trustee for purposes of administering this trust.

5.02 Definition of Inability. The determination of inability of an individual to continue to serve as trustee as a result of mental or physical incompetency shall be conclusively established if two physicians, who are authorized to practice medicine in the state where the trustor resides, and are not related by blood or marriage to the trustor or any beneficiary of this trust, issue written certificates to that effect.

5.03 Trustee's Bond. No bond shall be required of any person named in this instrument as trustee, or of any person appointed as the trustee in the manner specified herein, either acting individually or jointly, for the faithful performance of his or her or their duties as trustee.

5.04 Trustee's Compensation. No compensation shall be paid for the services of the trustor, but any successor or co-trustee who is not the trustor, shall be entitled to fair and reasonable compensation from the trust estate for services rendered as trustee or co-trustee.

5.05 Resignation and Appointment of Successor. Any trustee from time to time acting may resign as trustee of this trust by an instrument in writing signed and acknowledged by such trustee and delivered to each adult beneficiary to whom the trustee is then directed or authorized to pay net income of such trust, such resignation to be effective upon a successor trustee being appointed to act. If no successor trustee is herein designated to act in the event of the resignation of the resigning trustee or no such trustee accepts office, a majority in number of the beneficiaries entitled to receive notice of resignation shall have the power, by an instrument signed and acknowledged by them and delivered to the resigning trustee, to appoint a successor trustee in the place of the resigning trustee. Such successor trustee shall qualify by filing a written consent to act as trustee, with the trust records. If a majority of such beneficiaries is unable to agree upon such successor or if there is no adult income beneficiary then living, a successor trustee shall be appointed in accordance with the provisions of the laws of the State of California then existing.

ARTICLE VI

MISCELLANEOUS PROVISIONS

The following additional provisions shall apply to any trusts created under this instrument:

6.01 Physical Division of Trust Property Not Required. In the event there is more than one trust established herein, 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.

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6.02 Undistributed Income Payable to Succeeding Beneficiaries. 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 under this instrument shall go to the next beneficiaries of the trust in proportion to their interest in it. This provision shall not apply to income accrued on Treasury bonds redeemed in payment of the trustor's federal estate tax.

6.03 Allocation of Expenses Among Successive Beneficiaries. 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.

6.04 Determination of Principal and Income. 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 trust agreement or in the California Revised Uniform Principal and Income Act shall be determined by the trustee in the trustee's discretion. Notwithstanding any other provision of this instrument or of the California Revised Uniform Principal and Income Act, the trustee must establish a reserve for depreciation of all income-producing real and personal property and of capital improvements and extraordinary repairs. In addition, a reasonable reserve for depletion of all depletable natural resources, including, but not limited to oil, gas, mineral, and timber property, shall be charged to income from time to time; distributions by mutual funds and similar entities of gains from the sale or other disposition of property shall be credited to principal; and, a reasonable reserve for amortization of all intangible property with a limited economic life including, but not limited to, patents and copyrights, shall be charged to income from time to time.

6.05 Spendthrift Provision. No interest in the principal or income of any trust created under this instrument shall be anticipated, assigned, encumbered, or subjected to creditor's claim or legal process before actual receipt by the beneficiary.

6.06 Termination. Unless sooner terminated in accordance with other provisions of this instrument, each trust created hereunder shall terminate twenty-one (21) years after the death of the trustor and those of the trustor's issue who are living at the date of death of the trustor. All principal and undistributed income of any trust so terminated shall be distributed to the then income beneficiaries of that trust in the proportions in which they are, at the time of termination, entitled to receive the income; provided, however, that if the rights to income are not then fixed by the terms of the trust, distribution under this clause shall be made, by right of representation, to such issue of the trustor as are then entitled or authorized to receive income payments.

6.07 Notice of Events Affecting Interest. Unless the trustee has 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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6.08 Additions to Trust. Other property acceptable to the trustee may be added to this trust by any person, by the will or codicil of the trustor, by the proceeds of any life insurance, or otherwise.

Unless otherwise specified in this instrument or in any instrument of transfer, any addition to any trust that has been subdivided into multiple trusts shall augment proportionately the trusts into which such trust has been divided.

Any addition to a trust that at such time has been wholly distributed shall be distributed to the beneficiary of such trust or, if he or she shall not be living, to his or her then living issue, on the principle of representation. Any addition to a trust that at such time has been partially distributed shall augment proportionately the distributed and undistributed portions of such trust. Any addition to a trust over which a power of appointment has been exercised shall be held in a separate trust or distributed as if the power had not been exercised, unless the instrument exercising that power specifies the manner in which a subsequent addition to the trust shall be distributed.

As used in this instrument, the term "proportionately" shall mean equally with respect to all trusts set aside for the trustor's children and, with respect to the trusts for grandchildren, if any, into which a trust for a deceased child has been divided, shall refer to a fractional part of the trust set aside for that child, the numerator of which fraction shall be one, and the denominator of which shall be the number of trusts into which the deceased child's trust shall be divided from time to time. Comparable principles shall apply with respect to other beneficiaries.

6.09 Choice of Law Clause. 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 paragraph 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. Notwithstanding the foregoing, the validity and construction of this trust in relation to any real property located in a jurisdiction outside the State of California shall be determined under the laws of such jurisdiction. If the situs or place of administration of the trust is changed to another state, the law of that state shall govern the administration of the trust.

6.10 Construction.

A. Number and gender: In this instrument, in all matters of interpretation, whenever necessary to give effect to any provision of this instrument, the masculine shall include the feminine and neuter and vice versa, the singular shall include the plural, and the plural shall include the singular.

B. Headings: The headings, titles, and subtitles are inserted solely for convenient reference and shall be ignored in any construction of this instrument.

C. Articles and paragraphs: Whenever this document refers to a provision contained in a specific article or paragraph, the reference shall be to that article or paragraph of this instrument.

D. Statutes, codes, and regulations: All references to specific statutes, codes, or regulations shall include any successors. The term "Internal Revenue Code" shall refer to the Internal Revenue Code of 1954, as amended from time to time, and to any successor statute to it.

E. Trustees and fiduciaries: All references to trustees, special trustees, or any other fiduciary shall refer to the individuals or institutions serving from time to time in such capacity under this instrument.

F. Distribution by representation: Whenever this instrument directs that distributions be made on the principle of representation, the property to be distributed shall be divided into as many equal shares as there are living children of the designated ancestor, if any, and deceased children who leave issue then living. Each living child of the designated ancestor is allocated one share, and the share of each deceased child who leaves issue then living is divided in the same manner.

G. Shall and may: The use of the word "shall" indicates a mandatory direction, while the use of the word "may" indicates a permissive, but not a mandatory, grant of authority.

H. Purpose: The primary purpose of this instrument is to provide for the income beneficiaries, and the rights and interests of remaindermen are subordinate to that purpose. The provisions of this instrument shall be construed liberally in the interest of and for the benefit of the income beneficiaries.

I. Severability: If any provision of this trust instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

6.11 Definitions.

A. Definition of "issue" and "children": In this instrument, the term "issue" refers to lawful lineal descendants of all degrees, and the terms "child," "children," and "issue" include adopted children.

B. Spouse, husband, or wife: References in this trust to a person's spouse, husband or wife shall mean any individual who is that person's then lawfully married spouse (determined by the laws of the jurisdiction in which the person then resides), except that an individual shall not be considered a spouse, husband, or wife unless that individual is living with the person as husband or wife (disregarding temporary absences due to vacation, illness, or other emergency) at the time it is necessary to determine the individual's status as a spouse, husband, or wife. The term "spouse," "husband," or "wife" also shall include a widow or widower, if that individual was residing at the time of the deceased person's death with the deceased as husband or

wife (disregarding temporary absences due to vacation, illness, or other emergency). This determination shall be made in the trustee's discretion.

C. Education: Whenever provision is made to pay for the education of a beneficiary, the term "education" shall include vocational school, college, and postgraduate study at an institution of the beneficiary's choice. In determining payments to be made to the beneficiary for education, the trustee shall consider the beneficiary's reasonable related living and traveling expenses.

6.12 No-Contest Clause. If any beneficiary under this trust, singly or in conjunction with any other person or persons, contests in any court the validity of this trust or of a deceased trustor's last Will or seeks 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 that person's right to take any interest given to him or her by this trust shall be determined as it would have been determined if the person had predeceased the execution of this declaration of trust without surviving issue. The provisions of this paragraph shall not apply to any disclaimer by any person of any benefit under this trust or under any Will. 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.

6.13 Disclaimers. Any beneficiary shall have the right to disclaim all or any part of any interest in property to which he or she may be entitled under this instrument. Except as otherwise provided here, any interest so disclaimed shall be distributed as if the beneficiary predeceased the trustor. No other interest of the beneficiary shall be affected by the disclaimer, unless that interest also shall be disclaimed.

6.14 Payments to Minor or Disabled Beneficiaries. Unless otherwise provided for in this instrument, payments to any beneficiary who is a minor, or is under any disability, may be made for the beneficiary's account to the beneficiary's conservator, guardian of the person, custodian under the Uniform Transfers to Minors Act, parent, or any other suitable adult with whom the beneficiary shall reside, or may be applied for the beneficiary's benefit, within the trustee's sole discretion. Sums may be paid directly to minor or disabled beneficiaries who, in the fiduciaries' judgment, have attained sufficient age and discretion to render it probable that such sums will be properly expended. No bond or other security shall be required of any such payee.

No distribution under this instrument to or for the benefit of a minor beneficiary shall discharge the legal obligation of the beneficiary's parents to support him or her in accordance with the laws of the state of the parents' domicile from time to time, unless a court of competent jurisdiction determines that this distribution is necessary for the minor's support, health, or education.

6.15 Reservation of the Use and Occupancy of Home. If at any time the trust assets of this trust shall contain any improved real property or personal property, such as a mobile home, actually used or suitable for occupancy as a residence, or any interest therein, the trustor shall have the right to reside on such property as long as the trustor desires to do so,

free of rent. Except as otherwise specifically provided herein, the trustee shall pay the property taxes, assessments, liens, insurance, repairs and other charges or amounts necessary for the general upkeep and reasonable improvement of the property out of principal or income of the trust and the trustee in its discretion may sell said property and replace it or rent or lease another residence suitable for the trustor as the trustee deems appropriate.

6.16 Name of Trust. The trust created by this instrument shall be referred to as the "ELIZABETH C. PETER LIVING TRUST dated July 12, 1993".

The TRUSTOR and the TRUSTEE have executed this Declaration of Trust on July 12, 1993, at San Luis Obispo, California.

GILBERT M. PETER, Trustee

I certify that I have read the foregoing Declaration of Trust and that it correctly states the terms and conditions under which the trust estate is to be held, managed, and disposed of by the TRUSTEE. I approve the Declaration of Trust in all particulars and request the TRUSTEE to execute it.

ELIZABETH C. PETER, Trustor

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Luis Obispo)

On July 12, 1993, before me, KAREN BAUM, personally appeared ELIZABETH C. PETER, 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 that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

KAREN BAUM
Comm. # 973038
NOTARY PUBLIC - CALIFORNIA
San Luis Obispo County
My Comm. Expires Sept 7 1996

Notary Public

700

AFFIDAVIT OF SURVIVORSHIP

STATE OF Wyoming)
)ss.
COUNTY OF Sublette)

ROBERT E. NORRIS, of said County and State, being first duly sworn on his oath, deposes and says:

That Robert E. Norris is the surviving spouse of **EVELYN R. NORRIS, a/k/a EVELYN RIMER NORRIS,** who died March 4, 1994, in Clark County, State of Nevada.

That at the time of the death of Evelyn R. Norris, a/k/a Evelyn Rimer Norris, she owned certain real property by virtue of a certain Warranty Deed; said lands being more particularly described as follows:

> Lots Thirteen (13) and Fourteen (14), Riverside 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;

This Warranty Deed being recorded in the office of the Sublette County Clerk on January 9, 1979 in Book 20 of Deeds, Page 513.

That the deceased Evelyn R. Norris, a/k/a Evelyn Rimer Norris is one of the grantees in the beforementioned Warranty Deed. The affiant, Robert E. Norris is one and the same person as the said Robert E. Norris , the other grantee in the beforementioned Warranty Deed.

That the beforementioned Warranty Deed created tenants of an estate by the entireties with full right of survivorship and not as tenants in common under the laws of the State of Wyoming and, at the death of Evelyn R. Norris, a/k/a Evelyn Rimer Norris, all equity, right, title and interest of Evelyn R. Norris, a/k/a Evelyn Rimer Norris, in the beforementioned Warranty Deed passed to and was vested in Robert E. Norris.

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 Evelyn R. Norris, a/k/a Evelyn Rimer Norris, deceased.

DATED this 2nd day of May, 1994.

246214

RECORDED May 3 1994 9:32 AM
IN BOOK 48 Misc. PAGE 701
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

Robert E. Norris
ROBERT E. NORRIS

Subscribed and sworn to before me by ROBERT E. NORRIS, this 2nd day of May, 1994.

WITNESS my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires:
Dec. 12, 1994
Notary Public
State of
Wyoming

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/94

703

STATE OF NEVADA — DEPARTMENT OF HUMAN RESOURCES
DIVISION OF HEALTH — SECTION OF VITAL STATISTICS
CERTIFICATE OF DEATH

001536

LOCAL FILE NUMBER

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK

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

DECEASED—NAME First	Middle	Last	DATE OF DEATH (Month, Day, Year)	COUNTY OF DEATH
1. Evelyn	Rimer	NORRIS	2 March 4, 1994	3a. Clark

CITY, TOWN, OR LOCATION OF DEATH	HOSPITAL OR OTHER INSTITUTION—Name (If not either, give street and number)	If Hosp. or Inst. Indicate DOA, OP/Emer. Rm. Inpatient (Specify)	SEX
3b. Boulder City	3c. 1807 Hilton Head Drive	3e.	4. Female

RACE—(e.g., White, Black, American Indian, etc) (Specify)	Was Decedent of Hispanic Origin? Specify ☐ yes ☒ no If yes, specify Mexican, Cuban, Puerto Rican, etc.	AGE—Last Birthday (Years)	UNDER 1 YEAR MOS : DAYS	UNDER 1 DAY HOURS : MINS	DATE OF BIRTH (Mo., Day, Yr.)
6. White	6.	7a. 71	7b. :	7c. :	8 April 18, 1922

STATE OF BIRTH (If not U.S.A., name country)	CITIZEN OF WHAT COUNTRY	Decedent's Education. Specify highest grade completed.	MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify)	SURVIVING SPOUSE (If wife, give maiden name)
9a. Ohio	9b. U.S.A.	10. 13	11. Married	12. Robert E. Norris

SOCIAL SECURITY NUMBER	USUAL OCCUPATION (Give Kind of Work Done During Most of Working Life. Even If Retired)	KIND OF BUSINESS OR INDUSTRY
13. 316-14-3366	14a. Homemaker	14b. Own Home

RESIDENCE—STATE	COUNTY	CITY, TOWN, OR LOCATION	STREET AND NUMBER	INSIDE CITY LIMITS (Specify Yes or No)
15a. Nevada	15b. Clark	15c. Boulder City	15d. 1807 Hilton Head Dr.	15e. Yes

FATHER—NAME First	Middle	Last	MOTHER—MAIDEN NAME First	Middle	Last
16. Leo	D.	Rimer	17. Elizabeth		Creticott

INFORMANT—NAME (Type or Print)	MAILING ADDRESS (Street or R.F.D. No., City or Town, State, Zip)
18a. Robert Norris	18b. 1807 Hilton Head Drive Boulder City Nevada 89005

BURIAL, CREMATION, REMOVAL, OTHER (Specify)	CEMETERY OR CREMATORY—NAME	LOCATION City or Town	State
19a. Cremation	19b. Desert Crematory	19c. Las Vegas	Nevada

FUNERAL DIRECTOR (SIGNATURE (Or Person Acting as Such))	FUNERAL DIRECTOR LICENSE NUMBER	NAME AND ADDRESS OF FACILITY
20a. [signature]	20b. 48	20c. Desert Memorial 1111 Las Vegas Blvd.N. Las Vegas Nevada 89101

To be Completed by CERTIFYING PHYSICIAN

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

(Signature and Title) ➤ [signature]

DATE SIGNED (Mo., Day, Yr.)	HOUR OF DEATH
21b. 3-7-94	21c. 0430

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

21d.

To be completed by Coroner's Office

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

(Signature and Title) ➤

DATE SIGNED (Mo., Day, Yr.)	HOUR OF DEATH
22b.	22c.
PRONOUNCED DEAD (Mo., Day, Yr.)	PRONOUNCED DEAD (Hour)
22d. ON	22e. AT

NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER). (Type or Print.)

23a. J. Lovell, M.D. 98 East Lake Mead Drive #102 Henderson Nevada

LICENSE NUMBER 23b. 5084

REGISTRAR	DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)	DEATH DUE TO COMMUNICABLE DISEASE
24a. (Signature) ➤ [signature]	24b. MAR 08 1994	24c. YES ☐ NO ☐

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

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

PART I	(a) ALS (Amyotrophic Lateral Sclerosis)	Interval between onset and death: 6 months
	DUE TO, OR AS A CONSEQUENCE OF: (b)	Interval between onset and death
	DUE TO, OR AS A CONSEQUENCE OF: (c)	Interval between onset and death
PART II	OTHER SIGNIFICANT CONDITIONS—Conditions contributing to death but not resulting in the underlying cause given in Part I.	

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

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

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

No. 061521

STATE REGISTRAR

"CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE WITH THE REGISTRAR OF VITAL STATISTICS, STATE OF NEVADA." This copy was issued by the Clark County Health District from State certified documents as authorized by the State Board of Health pursuant to NRS 440.175.

NOT VALID WITHOUT THE RAISED SEAL OF THE CLARK COUNTY HEALTH DISTRICT

OTTO RAVENHOLT, M.D.
Registrar of Vital Statistics

By: [signature]

CLARK COUNTY HEALTH DISTRICT OFFICIAL SEAL NEVADA

Date Issued: MAR 15 1994

CLARK COUNTY HEALTH DISTRICT
625 Shadow Lane P.O. Box 4426
Las Vegas, Nevada 89127
702-383-1223

2799775

DOCUMENT NO. TO BE ORDER
OFFICE OF THE COUNTY CLERK
RAMSEY COUNTY, MINNESOTA
CERTIFICATE ISSUED ON

APR 14 12 58 PM '94

COUNTY AUDITOR
BY LP DEPUTY

ARTICLES OF COMBINATION OF
ROCKY MOUNTAIN BANK, FSB
WITH AND INTO
METROPOLITAN FEDERAL BANK, fsb

Pursuant to 12 C.F.R. § 552.13, Rocky Mountain Bank, FSB, a federal savings bank (the "Association"), and Metropolitan Federal Bank, fsb, a federally chartered savings bank (the "Acquiring Bank"), hereby adopt the following Articles of Combination for the purpose of merging the Association with and into the Acquiring Bank, which shall be the resulting association.

1. The Merger Agreement and Plan of Merger, required as a part of these Articles of Combination by 12 C.F.R. § 552.13(j) (the "Plan), is attached hereto as Exhibit A.

2. As of the date hereof, there were 100,000 shares of the Common Stock of the Association issued and outstanding and 2,920,825 shares of the Common Stock of the Acquiring Bank issued and outstanding.

3. The number of shares of Common Stock of each association voted for and against the Plan (and the related Bank Merger Agreement, as defined in the Plan) are set forth below:

Entity	For	Against
Association	100,000	0
Acquiring Bank	2,920,825	0

4. Accordingly, the Plan has been duly approved and adopted by each association.

5. These Articles of Combination may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

246218

Instru # 0170
Filing fee 19.50
Rec copy
Cer copy
Initials
Pd by/bill CB

RECORDED May 3 1994 10:25AM
IN BOOK 102 MISC PAGE 704
FEES 20.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

177

704

2799775

IN WITNESS WHEREOF, the parties have caused these Articles of Combination to be executed by its duly authorized officers as of March 25, 1994.

ROCKY MOUNTAIN BANK, FSB

By William P. Bartkowski
William P. Bartkowski
Its President

METROPOLITAN FEDERAL BANK, fsb

By
Jerry L. Record
Its President

Attested By
Steven B. Dewald
Its Secretary

Attested By
Charles D. Kalil
Its Secretary

The undersigned each hereby affirm that the statements contained in the foregoing Articles of Combination are true and correct.

ROCKY MOUNTAIN BANK, FSB

By William P. Bartkowski
William P. Bartkowski
Its President

METROPOLITAN FEDERAL BANK, fsb

By
Jerry L. Record
Its President

Attested By
Steven B. Dewald
Its Secretary

Attested By
Charles D. Kalil
Its Secretary

The foregoing Articles of Combination, relating to Rocky Mountain Bank, FSB, a federal savings bank and Metropolitan Federal Bank, fsb, a federally chartered savings bank, were filed with the Corporate Secretary of the Office of Thrift Supervision and endorsed pursuant to Section 552.13(k) of the Regulations for Federal Associations, effective as of March 25, 1994, at 11:45 A.m., Washington, D.C. time.

OFFICE OF THRIFT SUPERVISION
Department of the Treasury

By: Nadine M. Washington

Its: Corporate Secretary

♦Z2243\MFC\COWBOY\ARTICLES.MFB\3-17-94\TJS:lvh

2799775

MERGER AGREEMENT AND
PLAN OF MERGER

THIS MERGER AGREEMENT and PLAN OF MERGER (the "Merger Agreement"), is entered into as of March 25, 1994 by and between Metropolitan Federal Bank, fsb, a federally chartered savings bank ("MFB" or the "Resulting Association") and a wholly owned subsidiary of Metropolitan Financial Corporation, a Delaware corporation ("MFC"), and Rocky Mountain Bank, FSB, a federally chartered savings bank ("RMB" or the "Disappearing Association"), pursuant to a Stock Purchase Agreement dated as of September 26, 1993, as amended, by and among MFC, MFB, Rocky Mountain Financial Corporation ("RMFC"), RMB and the stockholders of RMFC (the "Stock Purchase Agreement"). MFB and RMB are hereinafter sometimes collectively referred to as the "Constituent Corporations."

ARTICLE 1.

MERGER

In accordance with the provisions of this Merger Agreement, the Home Owners' Loan Act ("HOLA") and the rules and regulations promulgated thereunder (the "Thrift Regulations"), at the Merger Effective Time (as hereinafter defined) RMB shall be merged with and into MFB (the "Merger"). Upon consummation of Merger, the separate existence of RMB shall cease and MFB shall continue as the Resulting Association.

ARTICLE 2.

EFFECTIVE TIME AND CANCELLATION
OF DISAPPEARING ASSOCIATION STOCK

2.1 Effective Time. The Merger shall be effective at the time the articles of combination substantially in the form of Exhibit A hereto (the "Articles of Combination") are endorsed by the Office of Thrift Supervision (the "OTS") pursuant to the Thrift Regulations (the time of such endorsement being the "Merger Effective Time"). The Merger shall not be effective unless and until approved by the OTS, which approval has been received.

2.2 Cancellation of RMB Common Stock. At the Merger Effective Time, each share of the common stock of RMB, par value $100.00 per share (the "RMB Common Stock"), issued and outstanding immediately prior thereto shall, by virtue of the Merger, be cancelled. No new shares of the capital stock or other securities or obligations of MFB shall be issued or be deemed issued with respect to or in exchange for such cancelled shares, and such cancelled shares of RMB Common Stock shall not be converted into any shares or other securities or obligations of MFB.

ARTICLE 3.

THE RESULTING ASSOCIATION

3.1 Name of Resulting Association. The name of MFB, as the Resulting Association of the Merger, shall remain "Metropolitan Federal Bank, fsb."

3.2 Charter and Bylaws of Resulting Association. The charter and bylaws of MFB as in effect immediately prior to the Merger Effective Time shall, without any change, be the charter and bylaws of MFB, as the Resulting Association of the Merger, and may thereafter be amended in accordance with applicable law.

3.3 Directors and Officers of Resulting Association. The directors and officers of MFB immediately prior to the Merger Effective Time shall be the sole directors and officers of MFB, as the Resulting Association of the Merger, and shall continue in office until their successors are duly elected or otherwise duly selected. The number of directors of the Resulting Association shall be ten. The names and addresses of those persons who shall serve as directors of the Resulting Association and the expiration dates of their terms are listed on Appendix 1 attached hereto and incorporated herein by reference.

3.4 Location of Offices. At the Merger Effective Time, all offices of the Disappearing Association shall be combined into the Resulting Association. At the Merger Effective Time, the location of the home office of the Resulting Association shall be at 215 North 5th Street, P.O. Box 2687, Fargo, North Dakota 58108-2687, and the location of the branch offices of the Resulting Association shall be as set forth in Appendix 2 attached hereto and incorporated herein by reference.

ARTICLE 4.

EFFECT OF THE MERGER

4.1 Effect of Merger. At the Merger Effective Time, (a) the Disappearing Association shall be merged with and into MFB, (b) the separate existence of the Disappearing Association shall cease, and (c) all assets and property (real, personal and mixed, tangible and intangible), choses in action, rights and credits then owned by the Disappearing Association, or which would inure to it, shall immediately by operation of law and this Merger Agreement, and without any conveyance, transfer or further action, become the property of MFB. MFB shall be deemed to be and shall be a continuation of the entity and identity of the Disappearing Association. All of the rights and obligations of the Disappearing Association shall remain unimpaired, and MFB shall, at the Merger Effective Time, succeed to all of such rights and obligations and the duties connected with them.

4.2 Savings Accounts. At the Merger Effective Time, all savings accounts of the Disappearing Association, without reissue, shall be and become savings accounts of the Resulting Association without change in their respective terms, including without limitation, maturity, minimum required balances or withdrawal value. Each savings account of the Disappearing Association shall, as of the Merger Effective Time, be considered, for all purposes thereafter, as if it had been a savings account of the Resulting Association at the time it was opened and at all times thereafter until such account ceases to be a savings account of the Resulting Association.

ARTICLE 5.

MISCELLANEOUS

5.1 Acknowledgement. Each party to this Merger Agreement, by the execution of this Merger Agreement, acknowledges and affirms that its board of directors has, by at least a two-thirds vote, approved this Merger Agreement and the transactions contemplated hereby, authorized the execution of this Merger Agreement, empowered its signatories to execute this Merger Agreement, and Authorized the filing of this Merger Agreement with the OTS.

5.2 Counterparts, Modifications, Headings.

(a) This Merger Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) Subject to applicable law, this Merger Agreement may be amended or modified by MFB and RMB; provided, however, that all such amendments and modifications must be in writing signed by the parties hereto.

(c) Section headings are not to be considered part of this Merger Agreement, are solely for the convenience of reference, and shall not affect the meaning or interpretation of this Merger Agreement or any of its provisions.

5.3 Governing Law. This Merger Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Minnesota without taking into account provisions regarding choice of law, except to the extent that certain matters may be governed as a matter of law by federal law (as the jurisdiction of incorporation of MFB and RMB, or by reason or preemption).

5.4 Termination. This Merger Agreement shall be automatically terminated without further action by either of the parties hereto in the event that the Stock Purchase Agreement is terminated in accordance with its terms.

5

IN WITNESS WHEREOF, this Merger Agreement has been duly executed as of the day and year first above written.

METROPOLITAN FEDERAL BANK, fsb

By: _____
Jerry L. Record
Its President

and

ATTEST

By: _____
Charles D. Kalil
Its Secretary

Subscribed and verified to before me
this 23rd day of March, 1994.

_____
Notary Public

ANN J. DIEHL
NOTARY PUBLIC - MINNESOTA
WASHINGTON COUNTY
My Comm. Expires Nov. 11, 1998

ROCKY MOUNTAIN BANK, FSB

By: _____
William Bartkowski

Its President

and

ATTEST

By: _____
Steven Dewald

Its Secretary

Subscribed and verified to before me
this 23rd day of March, 1994.

_____
Notary Public

ANN J. DIEHL
NOTARY PUBLIC - MINNESOTA
WASHINGTON COUNTY
My Comm. Expires Nov. 11, 1998

6

2799775

APPENDIX 1

DIRECTORS OF RESULTING ASSOCIATION

Director's Name	Board Term Expiration	Residence
Charles D. Kalil	1994 Annual Meeting	3001 Maple St. NE, Fargo, ND 58102
William O. Nilles	1994 Annual Meeting	Rural Route 2 Box 293, Lake Park, MN 56554
R. Douglas Larsen	1995 Annual Meeting	117 19th Ave. N., Fargo, ND 58102
William C. Marcil	1995 Annual Meeting	1618 8th St. S., Fargo, ND 58103
Lawrence E. Davis	1996 Annual Meeting	1089 Cedar View Dr. Minneapolis, MN 55405
Norman M. Jones	1996 Annual Meeting	326 10th Ave. S., Fargo, ND 58103
Trueman E. Tryhus	1996 Annual Meeting	501 7th S., Fargo, ND 58103
Karol D. Emmerich	1994 Annual Meeting	7302 Claredon Dr., Edina, MN 55439
Jerry L. Record	1994 Annual Meeting	5760 Covington Rd., Shorewood, MN 55331
Steven G. Rothmeier	1995 Annual Meeting	4960 Safari Pass, Eagan, MN 55122

♦Z2243\MFC\COWBOY\APPENDIX.1\3-20-94\TJS:mkm

I Lou McKenna, Ramsey County Recorder, Minnesota, do hereby certify that the attached instrument consisting of 7 pages is a true and correct copy of the original on file and of record in my office.

Dated this 15th day of April, 19 94

LOU McKENNA, RECORDER

By _____ Deputy

[redacted]

246220

RE [redacted]
IN BOOK 62 MISC PAGE 712
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Cathy Saxton

712

PERSONAL REPRESENTATIVES' ASSIGNMENT AND DEED OF DISTRIBUTION

Helen J. Hall, also known as Helen Hall, died on October 22, 1991. Decedent's will dated August 7, 1987 was admitted to probate in the Fifth Judicial Court for Madison County, Montana on November 19, 1991, Probate No. 3435. Thereafter, the will was probated in Wyoming, and on February 22, 1994, the undersigned were appointed co-personal representatives in Wyoming in the Fifth Judicial District, Washakie County, Probate No. 94-0004. The Letters issued to the undersigned remain in full force and effect.

FOR A VALUABLE CONSIDERATION, and pursuant to Wyoming law and decedent's will, the undersigned hereby grant, assign and distribute in equal undivided shares to:

(a) C. M. Hall, whose address is 4301 Oriole Court, Casper, Wyoming 82604, and

(b) Carla J. Norman, whose address is 514 Riverside Drive, New Braunfels, Texas 78130,

all of the interest of the decedent and of the decedent's estate in the oil, gas and other minerals, including coal, owned by the decedent in Sublette County, Wyoming, together with all of the interest of the decedent and of the decedent's estate in and to the following:

(a) An overriding royalty interest of 1% of the oil and gas produced and saved under federal oil and gas lease E-023554, which lease covers the following lands situated in Sublette County, Wyoming:

<u>Township 28 North, Range 113 West, 6th P.M.</u>
Section 26: SE¼SW¼, S½SE¼

(b) The decedent's overriding royalty interest in the Mills Mesaverde Unit Area covering the following lands:

<u>Township 28 North, Range 113 West, 6th P.M.</u>
Section 15: SE¼SE¼
Section 22: Lot 2
Section 22L: Lot 1, NE¼, NW¼SE¼, E½SW¼, SE¼NW¼
Section 23: Lot 4, W½NW¼

Resurvey Tract #44 (formerly Section 22: SE¼SE¼ and Section 23: E½SW¼, SW¼SW¼)

TO HAVE AND TO HOLD to the distributees and assignees, their successors and assigns, forever.

DATED: March 8, 1994.

Claude M. Hall Jr.
CLAUDE M. HALL, JR., Co-Personal Representative of the Estate of Helen J. Hall, Deceased

Carla J. Norman
CARLA J. NORMAN, Co-Personal Representative of the Estate of Helen J. Hall, Deceased

STATE OF WYOMING)
: ss.
County of Natrona)

On this 17th day of March, 1994, before me, a Notary Public for the State of Wyoming, personally appeared CLAUDE M. HALL, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

Rebecca Alexander
Notary Public for the State of Wyoming
Residing at Casper, Wyoming
My commission expires April 23, 1994

(SEAL)

STATE OF TEXAS)
: ss.
County of Comal)

On this 24th day of March, 1994, before me, a Notary Public for the State of Texas, personally appeared CARLA J. NORMAN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

JEANNIE ANDERSON
MY COMMISSION EXPIRES
June 28, 1995

Jeannie Anderson
Notary Public for the State of Texas
Residing at New Braunfels, Texas
My commission expires 6-28-95

(SEAL)

246221

RECORDED May 3, 1994 11:05AM
IN BOOK 62 Misc. PAGE 714
FEES $ 8.00 Mary O. Urbigkit COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

ROYALTY ASSIGNMENT

FOR A VALUABLE CONSIDERATION, receipt of which is acknowledged, the undersigned Grantors, who have succeeded to the interest of Helen J. Hall, deceased, also known as Helen Hall, do hereby grant and assign in equal undivided shares to:

(a) C. M. Hall, as Trustee of the Hall Family Trust dated May 7, 1993, whose address is 4301 Oriole Court, Casper, Wyoming 82604, and

(b) Karla J. Norman, as Trustee of the Norman Family Trust dated May 7, 1993, whose address is 514 Riverside Drive, New Braunfels, Texas 78130,

all of the interest of the Grantors and of the decedent in and to the following:

An overriding royalty interest of 1% of the oil and gas produced and saved under federal oil and gas lease E-023554, which lease covers the following lands situated in Sublette County, Wyoming:

Township 28 North, Range 113 West, 6th P.M.
Section 26: SE¼SW¼, S½SE¼

The decedent's overriding royalty interest in the Mills Mesaverde Unit Area covering the following lands:

Township 28 North, Range 113 West, 6th P.M.
Section 15: SE¼SE¼
Section 22: Lot 2
Section 22L: Lot 1, NE¼, NW¼SE¼, E½SW¼, SE¼NW¼
Section 23: Lot 4, W½NW¼

Resurvey Tract #44 (formerly Section 22: SE¼SE¼ and Section 23: E½SW¼, SW¼SW¼)

The Grantors further assign to the same Grantees all of their interest and all of the interest of the decedent in and to the related oil and gas leases pertaining to the above interest.

TO HAVE AND TO HOLD to the Grantees, their successors and assigns, forever.

The spouses of the Grantors join in the execution of this deed for the purpose of conveying to the Grantees all of their

interest in the lands and to relinquish, release and waive all rights they may have under Wyoming law because of their spousal status, including the right of homestead.

Grantors declare that the consideration for this deed is less than $100.

DATED: March 8, 1994.

C. M. Hall
C. M. HALL

Elizabeth A. Hall
ELIZABETH A. HALL

Carla J. Norman
CARLA J. NORMAN

James M Norman
JAMES M. NORMAN

STATE OF WYOMING)
: ss.
County of Natrona)

On this 17th day of March, 1994, before me, a Notary Public for the State of Wyoming, personally appeared C. M. HALL and ELIZABETH A. HALL, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

NOTARY PUBLIC - STATE OF WYOMING
(SEAL)

Rebecca Alexander
Notary Public for the State of Wyoming
Residing at Casper, Wyoming
My commission expires April 23, 1994

STATE OF TEXAS)
: ss.
County of Comal)

On this 24th day of March, 1994, before me, a Notary Public for the State of Texas, personally appeared CARLA J. NORMAN and JAMES M. NORMAN, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

JEANNIE ANDERSON
MY COMMISSION EXPIRES
June 28, 1996
(SEAL)

Jeannie Anderson
Notary Public for the State of Texas
Residing at New Braunfels Texas
My commission expires 6-28-96

AGREEMENT FOR WARRANTY DEED

THIS AGREEMENT, Made and entered into this 15th day of April 19 94, by and between Rodney T. Evans or Janice E. Evans, husband and wife
2051 S. Tonaquint Drive Lot #9
of St. George, Washington County, State of Utah 84770 of the first part, and
Kyle B. Walker and Beverly C. Walker, husband and wife
P.O. Box 396
of Pinedale, Sublette County, State of Wyoming 82941 of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of ($15000.00) Fifteen Thousand 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 and assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on their part to be kept and performed; do hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise, and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to None of the taxes of A.D. 1993 and subsequent taxes, to and for the following described real estate, situated in Sublett County, State of Wyoming, to-wit:

Township 33 North, Range 109 West of the 6th P.M.
Section 12 - E 1/2 NW 1/4 NW 1/4

SOLD FOR Forty-Five Thousand DOLLARS ($45,000.00)

and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

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

$15,000.00 down on or before May 15, 1994
Second Installment of $15,000.00 due on or before May 15, 1995
Final Installment of $15,000.00 due on or before May 15, 1996

Payable to the parties of the first part with zero percent interest from date. If principle is not paid when due, the same to draw 10 per cent interest per annum from maturity until paid. The parties of the second part have the right to accelerate payments or pay the entire balance at any time without penalty.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said parties of the first part, their heirs, executors, administrators or assigns shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said parties of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such termination of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises. This contract issued in duplicate and not transferable without permission in writing of the first party first had and obtained.

In Presence of

Rodney T. Evans
Janice E. Evans
Kyle B. Walker
Beverly C. Walker

State of UTAH
246242
County of WASHINGTON } ss.

RECORDED May 4, 1994 11:20 AM
IN BOOK 102 Misc. PAGE 716
FEES 6.00
SUBLETTE COUNTY EVANS, RODNEY T. AND COUNTY CLERK
By Cathy Sexton

The foregoing instrument was acknowledged before me by RODNEY T. EVANS AND JANICE E. EVANS,

this 29 day of APRIL 19, 94

Witness my hand and official seal.

Signature
NOTARY PUBLIC
STATE OF UTAH
SHERYL L. LARSON
910 S. Bluff • St. George, UT 84770
My Commission Expires Dec. 31, 1997

My Commission Expires: 12-31-97

717

AFFIDAVIT OF POSSESSION AND CLAIM UNDER TAX DEED

246250

RECORDED May 5, 1994 10:00 AM
IN BOOK 62 misc PAGE 717
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF WYOMING)
) SS
COUNTY OF SWEETWATER)

I, Edwin A. Dunn, also known as Tony Dunn, residing at 645 Wilkes Drive, Green River, Wyoming, being first duly sworn, depose and say that on July 25, 1990, a tax deed was issued to Tony and Dorothy Dunn (grantee) for the following described real estate: Lot 76, Unit B, Green River Ranches that said tax deed was filed for record in the office of the county clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming on July 25, 1990, and appears in the records of that office in Sublette County as recorded in book 30 Page 60 of the Sublette County records; that I am now in possession of such real estate and claim title to the same by virtue of such tax deed; that I have been in possession of such real estate for a continuous period of not less than six (6) months immediately preceding the date of this affidavit; and that the facts concerning the possession of such real estate from the date of recording the tax deed to the date of this notice are, insofar as known to me as follows: in my possession.

Edwin A. Dunn

The foregoing document was acknowledged before me this 29th day of APRIL 1994 as his own free act and deed.

Pauline F. Graham
Notary Public

Commission expires: January 11, 1995

AFFIDAVIT FOR COLLECTION AND DISTRIBUTION OF DECEDENT'S PERSONAL PROPERTY PURSUANT TO W.S. § 2-1-201

I, ELLIE RICHARDSON, 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 the distributees of the estate of MICHAEL WAYNE RICHARDSON, as hereinafter set forth, and that I make the following statements in connection therewith:

1. MICHAEL WAYNE RICHARDSON became deceased on March 1, 1994, and was a resident of Sublette County, Wyoming, at the time of his death.

2. Decedent died intestate without surviving spouse or issue, leaving as his sole heirs at law his parents, AUSTIN M. RICHARDSON and ELLIE RICHARDSON, and his three siblings, STEVEN E. RICHARDSON, AUSTIN JAMES RICHARDSON, and LAURA DALLES.

3. The value of the entire estate of decedent wherever located, less liens and encumbrances, does not exceed $70,000.00.

4. More than thirty (30) days have elapsed since the date of death of the decedent.

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

6. AUSTIN M. RICHARDSON, ELLIE RICHARDSON, STEVEN E. RICHARDSON, AUSTIN JAMES RICHARDSON, and LAURA DALLES are the sole and only parties entitled to the personal property of decedent. 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, AUSTIN M. RICHARDSON, ELLIE RICHARDSON, STEVEN E. RICHARDSON, AUSTIN JAMES RICHARDSON, and LAURA DALLES are entitled to distribution of all the decedent's personal property in equal shares.

7. The original of this Affidavit, along with a certified copy of the death certificate of the decedent, are being filed of record with the County Clerk of Sublette County, Wyoming, in accordance with W.S. § 2-1-201(c).

DATED this 19th day of April, 1994.

Ellie Richardson

ELLIE RICHARDSON
780 Sandra Drive
Boulder City, NV 89005

STATE OF NEVADA)
) ss.
COUNTY OF Clark)

The foregoing instrument was SUBSCRIBED AND SWORN to before me this 19th day of April, 1994, by ELLIE RICHARDSON.
WITNESS my hand and official seal.

Notary Public

246282

RECORDED May 6, 1994 4:20 PM
IN BOOK 42 Misc. PAGE 718
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Sexton

719

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 1003 — STATE FILE NUMBER

DECEDENT

1. DECEDENT-NAME First	Middle	Last	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
MICHAEL	WAYNE	RICHARDSON	MALE	MARCH 1, 1994

4. SOCIAL SECURITY NUMBER	5a. AGE-Last Birthday (Years)	5b. UNDER 1 YEAR Months	5b. UNDER 1 YEAR Days	5c. UNDER 1 DAY Hours	5c. UNDER 1 DAY Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
520-92-2660	26					MAY 5, 1967

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
ROSS HOWARD SAWMILL	RURAL LaBARGE	LINCOLN

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	NEVER	----------

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

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
WYOMING	SUBLETTE	CORA	COUNTY ROAD 100

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)
NO	No ☒ Yes ☐ (Specify)	WHITE	Elementary/Secondary (0-12): — College (1-4 or 5+): 1

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
AUSTIN	M.	RICHARDSON	ELEANOR	R.	SCHLOUGH

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
AUSTIN RICHARDSON	FATHER

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIPCODE
BOX 76	CORA	WYOMING	82925

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	MAR, 5, 1994	DANIEL CEMETERY	DANIEL	WYOMING

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
▶ W. F. Meyer	N/A	HUDSON'S FUNERAL HOME	115	164 N. BRIDGER, PINEDALE

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

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

22b. DATE SIGNED (Mo., Day, Yr.)	22c. HOUR OF DEATH
3/2/94	1630 P 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) ▶ Deputy Coroner

23b. DATE SIGNED (Mo., Day, Yr.)	23c. HOUR OF DEATH	23d. PRONOUNCED DEAD (Mo., D	23e. PRONOUNCED DEAD (Hour)
3-2-94	1630 P M	3-1-94	1730 P M

24 NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print)
WILLIAM A. FOGARTY, MD PO BOX 1892 JACKSON, WYO 83001

25a. REGISTRAR (Signature) ▶	25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
	March 5, 1994

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. Massive internal injuries and skull fracture	minutes
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): Crush injury of head	minutes
	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: None

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

29. MANNER OF DEATH	30a. DATE OF INJURY (Month, Day, Year)	30b. TIME OF INJURY	30c. INJURY AT WORK? (Specify yes or no)	30d. DESCRIBE HOW INJURY OCCURRED
☐ Natural ☑ Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Could not be Determined	3-1-94	1430 P M	YES	GOT HEAD CAUGHT IN MACHINERY

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)
SAWMILL	LABARGE CREEK RD, LINCOLN CO WYO

MAR - 9 1994

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 March 9, 1994

Deputy State Registrar

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 6th day of May, 1994, by and between **CARL F. CILENSEK and SHIRLEY M. CILENSEK, Co-trustees of the Carl F. Cilensek December 31, 1980 Family Trust, as to a ½ interest, and CARL F. CILENSEK and SHIRLEY M. CILENSEK, Co-trustees of the Shirley M. Cilensek December 31, 1980 Family Trust, as to a ½ interest,** as Sellers, to **MICHAEL R. HOGAN** and **SUZANNE STINSON,** 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 purchase a certain tract of real property located in Sublette County, Wyoming, described as follows:

> Lot Seventeen (17) of the Mountain View 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 and covenants governing Mountain View Ranches Subdivision as recorded May 11, 1979 in Book 35 of Misc., Page 320 in the office of the County Clerk, 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 336 Grone Street, Los Osos, CA 93402.

There are many other covenants in the original Contract For Sale. Each party has a copy of said Contract.

DATED this 6 day of May, 1994.

Sellers:

Carl F. Cilensek

CARL F. CILENSEK, Co-trustee of the Carl F. Cilensek December 31, 1980 Family Trust, and Co-trustee of the Shirley M. Cilensek December 31, 1980 Family Trust

Shirley M. Cilensek

SHIRLEY M. CILENSEK, Co-trustee of the Carl F. Cilensek December 31, 1980 Family Trust, and Co-trustee of the Shirley M. Cilensek December 31, 1980 Family Trust

246283

RECORDED May 6, 1994 4:45 PM
IN BOOK 62 Misc. PAGE 720
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

DATED this 4th day of May, 1994.

Buyers:

Michael R. Hogan
MICHAEL R. HOGAN

Suzanne Stinson
SUZANNE STINSON

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum Of Agreement** was acknowledged before me by CARL F. CILENSEK and SHIRLEY A. CILENSEK, Co-Trustees of the Carl F. Cilensek December 31, 1980 Family Trust and Co-Trustees of the Shirley M. Cilensek December 31, 1980 Family Trust, this 6th day of May, 1994.

WITNESS my hand and official seal.

Kathryn Johnsey
County of
Sublette
My Commission Expires
2-11-96

Notary Public
State of
Wyoming

Kathryn Johnsey
NOTARY PUBLIC

My Commission Expires: 2-11-96

STATE OF California)
) ss.
COUNTY OF San Luis Obispo)

The foregoing **Memorandum Of Agreement** was acknowledged before me by MICHAEL R. HOGAN and SUZANNE STINSON, this 4th day of MAY, 1994.

WITNESS my hand and official seal.

Vanda Vanda
NOTARY PUBLIC

My Commission Expires: 7-10-97

P. VAN DE VANDER
Comm. #1021911
Notary Public
California
SAN LUIS OBISPO COUNTY
My Comm. Expires July 10, 1997

AFFIDAVIT FOR COLLECTION AND DISTRIBUTION OF DECEDENT'S PERSONAL PROPERTY PURSUANT TO W.S. § 2-1-201

I, JODY NOREEN ESSERT, being first duly sworn, on oath depose and state that I am making this Affidavit pursuant to W.S. § 2-1-201, on behalf of myself and the distributees of the estate of MARY CATHRINE WILLIAMS, as hereinafter set forth, and that I make the following statements in connection therewith:

1. MARY CATHRINE WILLIAMS became deceased on April 8, 1994, and was a resident of Sublette County, Wyoming, at the time of her death.

2. Decedent died testate, leaving the property of her estate in equal shares to JODY NOREEN ESSERT and JOLEEN MICHELE ESSERT.

3. The value of the entire estate of decedent wherever located, less liens and encumbrances, does not exceed $70,000.00.

4. More than thirty (30) days have elapsed since the date of death of the decedent.

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

6. JODY NOREEN ESSERT and JOLEEN MICHELE ESSERT, as provided by the decedent's will, are the sole and only parties entitled to the personal property of decedent, and there are no other distributees of decedent having a right to succeed to any of the personal property of decedent under probate proceedings, and, therefore, JODY NOREEN ESSERT and JOLEEN MICHELE ESSERT are entitled to distribution of all the decedent's personal property.

7. The original of this Affidavit, along with a certified copy of the death certificate of the decedent, are being filed of record with the County Clerk of Sublette County, Wyoming, in accordance with W.S. § 2-1-201(c).

8. Any person indebted to the decedent or having possession of tangible personal property or an instrument evidencing a debt, obligation, stock or chose in action of the decedent shall, upon presentation of a certified copy of this Affidavit, deliver such property to JODY NOREEN ESSERT for distribution to JODY NOREEN ESSERT and JOLEEN MICHELE ESSERT.

DATED this 1st day of May, 1994.

Jody Noreen Essert
JODY NOREEN ESSERT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was SUBSCRIBED AND SWORN to before me this 1st day of May, 1994, by JODY NOREEN ESSERT.
WITNESS my hand and official seal.

DEBI K. RULAND - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Sept. 14, 1996

Debi K. Ruland
Notary Public

246291
722

RECORDED May 9, 1994 1:20 PM
IN BOOK (02) Misc. PAGE 722
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

CERTIFICATION OF VITAL RECORD

723

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE
COOPERATIVE CENTER FOR HEALTH STATISTICS
State of Idaho

CERTIFICATE OF DEATH

State File No. _____
Local Reg. No. 1150-149

ONLY A COPY OF THIS DOCUMENT CERTIFIED BY THE STATE REGISTRAR WITH THE DEPT. OF HEALTH & WELFARE RAISED SEAL SHALL BE USED AS PRIMA FACIE EVIDENCE OF THIS DEATH UNDER IDAHO CODE 39-270(1) & 39-274

DECEDENT

TYPE OR PRINT IN PERMANENT BLACK INK DO NOT USE FELT TIP PEN

NAME OF DECEDENT — For use by physician or institution

1. DECEDENT — NAME (First)	(Middle)	(Last)	2. SEX	3. DATE OF DEATH (Month, Day, Year)
Mary	Cathrine	Williams	Female	Apr 8, 1994

4. SOCIAL SECURITY NUMBER	5. AGE (Yrs.) Last Birthday	UNDER 1 YEAR (Months / Days)	UNDER 1 DAY (Hours / Mins.)	6. DATE OF BIRTH (Month, Day, Year)	7. BIRTHPLACE (City and State or Foreign Country)
520-28-5603	67			Jun 27, 1926	Rock Springs, WY

8. WAS DECEDENT EVER IN U.S. ARMED FORCES? ☐ Yes ☒ No

9. PLACE OF DEATH (Check only one) — HOSPITAL: (1) ☐ Inpatient (2) ☒ ER/Outpatient (3) ☐ DOA — OTHER: (4) ☐ Licensed Nursing Home (5) ☐ Private Residence (6) ☐ Licensed Shelter Home (7) ☐ Other (Specify) _____

9a. FACILITY NAME AND ADDRESS (If not a hospital, enter name of place, street and number)	9b. CITY, TOWN OR LOCATION OF DEATH	9c. COUNTY OF DEATH
Magic Valley Regional Medical Center	Twin Falls	Twin Falls

10. MARITAL STATUS — Married, Never Married, Widowed, Divorced (Specify)	11. SURVIVING SPOUSE (If wife, give maiden name)	12a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired.)	12b. KIND OF BUSINESS / INDUSTRY
Widowed	----------	Dishwasher	Food Service

13a. RESIDENCE STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER	13e. ZIP CODE
Wyoming	Sublette	Pinedale	205 Nth. Tyler	82941

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

PARENTS

17a. FATHER — NAME	17b. BIRTHPLACE	18a. MOTHER — FULL MAIDEN NAME	18b. BIRTHPLACE
Frank Myers	Wyoming	Leah Warren	Colorado

INFORMANT

19a. INFORMANT'S NAME (Type/Print)	19b. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code)
Noreen Essert	103 Harrison Centralia, Wa. 98531

DISPOSITION

20a. METHOD OF DISPOSITION	20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place)	20c. LOCATION — City or Town, State
☐ Burial ☒ Cremation ☐ Removal from Idaho ☐ Donation ☐ Other (Specify) _____	White Crematory	Twin Falls, Idaho

21a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH	21b. LICENSE NUMBER (of Licensee)	22. NAME AND ADDRESS OF FACILITY
[signature]	M-495	Reynolds Chapel, Twin Falls, Ida.

23. TIME OF DEATH	24. DATE PRONOUNCED DEAD (Month, Day, Year)	25. WAS CASE REFERRED TO CORONER?	26. MANNER OF DEATH (Check One)
5:16 pm M	Apr 8, 1994	☒ Yes ☐ No	☒ Natural ☐ Homicide ☐ Suicide ☐ Accident ☐ Pending Investigation ☐ Could Not Be Determined

CAUSE OF DEATH

27. **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. List only one cause on each line.

	IMMEDIATE CAUSE	Approximate Interval Between Onset and Death
IMMEDIATE CAUSE (Final disease or condition resulting in death) ►	a. Myocardial Infarction	Minutes
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):	

27. **PART II.** Other Significant Conditions contributing to death but not resulting in the underlying cause given in Part I

WAS AN AUTOPSY PERFORMED?	WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH?
☐ Yes ☒ No	☐ Yes ☐ No

CERTIFIER

IF DEATH WAS DUE TO OTHER THAN NATURAL CAUSES THE CORONER MUST COMPLETE AND SIGN THE CERTIFICATE

CERTIFIER (Check only one)

☐ **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.

☒ **CORONER** — 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.

29a. SIGNATURE AND TITLE OF CERTIFIER ►	29c. LICENSE NUMBER	29d. DATE SIGNED (Month, Day, Year)
Evyon Giles		4-11-94

29e. NAME AND ADDRESS OF CERTIFIER (Type/Print): Evyon Giles, Dep. Coroner 3444 N 3700 E Hansen, Ida. 83344

TO BE USED FOR EXTERNAL CAUSES ONLY

30a. DATE OF INJURY (Mo., Day, Yr.)	30b. HOUR OF INJURY	30c. DESCRIBE HOW INJURY OCCURRED

30d. INJURY AT WORK?	30e. IF TRANSPORTATION ACCIDENT, Specify	30f. PLACE OF INJURY — At home, farm, street, factory, office building, etc. (Specify)	30g. LOCATION (Street or Route Number, City/Town, or County and State)
☐ Yes ☐ No	☐ Driver ☐ Passenger ☐ Pedestrian ☐ Other _____		

CORONER'S REVIEW AREA

31a. CORONER'S ACTION (Check One): (1) ☐ Reviewed Only (2) ☐ Reviewed, Completed Items 26 and/or 30 (3) ☐ Reviewed, Amended and Certified

31b. CORONER'S SIGNATURE

31c. DATE SIGNED (Month, Day, Year)

REGISTRAR

32a. REGISTRAR'S SIGNATURE ► Charlotte M. Merritt

32b. DATE FILED (Month, Day, Year): April 11, 1994

VITAL STATISTIC'S COPY
Idaho 50374

I certify that this is a true and correct reproduction or abstract of an official record filed with the IDAHO COOPERATIVE CENTER FOR HEALTH STATISTICS. *At a minimum, complete items 1, 2, 3, 4, 5, 6, 7, 9, 9a, 9b, 9c, 10, 12a, 12b, 13a, 13b, 13c, 13d, 13e, 15, 16, 17a, 17b, 18a, 18b, 19a, 19b, 20a, 20b, 21a, 21b, 22, 23, 24, 25, 26, 27, 29a, 29d, 29e for the 24 Hour Report & Authorization For Final Disposition*

DATE ISSUED: April 11, 1994

Janet M. Wick
JANET M. WICK
Acting State Registrar

VH-0128 Revised 1-89

BANKNOTE CORPORATION OF AMERICA

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

JODY NOREEN ESSERT, being first duly sworn, states as follows:

1. Affiant is a holder of a remainder interest with respect to MARY CATHRINE WILLIAMS, deceased, also known as MARY M. WILLIAMS, and therefore, has an interest in the real property which is the subject matter of this Affidavit.

2. Affiant states that MARY CATHRINE WILLIAMS died at Twin Falls, Twin Falls County, Idaho, on April 8, 1994, the facts of said death more fully appearing on the duly certified Certificate of Death attached hereto and by this reference incorporated herein.

3. During the lifetime of MARY CATHRINE WILLIAMS, by warranty deed dated August 25, 1988, and recorded in the office of the County Clerk of Sublette County, Wyoming, in Book 28 of Deeds, Page 417, decedent conveyed to JODY NOREEN ESSERT and JOLEEN MICHELE ESSERT the real property described as follows:

> Lot 4, Block 9, Hennick Second Addition to the Town of Pinedale, Sublette County, Wyoming,

RESERVING unto said MARY CATHRINE WILLIAMS, also known as MARY M. WILLIAMS, a life estate.

4. This Affidavit is filed for the purpose of establishing the fact of the death of said MARY CATHRINE WILLIAMS, who was the owner of a life estate in the above-described property, and to make an official record on the termination of the interests of MARY CATHRINE WILLIAMS in and to said property and the vesting of the same in JODY NOREEN ESSERT and JOLEEN MICHELE ESSERT, as tenants in common, all pursuant to the provisions of W.S. § 2-9-102.

DATED this 1st day of May, 1994.

Jody Noreen Essert
JODY NOREEN ESSERT

SUBSCRIBED AND SWORN to before me this 1st day of May, 1994, by JODY NOREEN ESSERT.

WITNESS my hand and official seal.

DEBI K. RULAND - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Sept. 14, 1996

Debi K. Ruland
Notary Public

246292

RECORDED May 9, 1994 1:20 PM
IN BOOK 62 Misc PAGE 724
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

CERTIFICATION OF VITAL RECORD

725

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE
COOPERATIVE CENTER FOR HEALTH STATISTICS
State of Idaho

CERTIFICATE OF DEATH

State File No. _____
Local Reg. No. LI50-149

UNLESS A COPY OF THIS DOCUMENT CERTIFIED BY THE STATE REGISTRAR WITH THE DEPT. OF HEALTH & WELFARE RAISED SEAL SHALL BE USED AS PRIMA FACIE EVIDENCE OF THIS DEATH UNDER IDAHO CODE 39-241(b) & 39-274

DECEDENT

TYPE OR PRINT IN PERMANENT BLACK INK DO NOT USE FELT TIP PEN

NAME OF DECEDENT For use by physician or institution

1. DECEDENT — NAME (First)	(Middle)	(Last)	2. SEX	3. DATE OF DEATH (Month Day Year)
Mary	Cathrine	Williams	Female	Apr 8, 1994

4. SOCIAL SECURITY NUMBER	5a. AGE - Last Birthday (Yrs.)	5b. UNDER 1 YEAR MONTHS / DAYS	5c. UNDER 1 DAY HOURS / MINS	6. DATE OF BIRTH (Month Day Year)	BIRTHPLACE (City and State or Foreign Country)
520-28-5603	67			Jun 27, 1926	Rock Springs, WY

7. WAS DECEDENT EVER IN U.S. ARMED FORCES? ☐ Yes ☒ No

8a. PLACE OF DEATH (Check only one) * HOSPITAL (1) ☐ Inpatient (2) ☒ ER/Outpatient (3) ☐ DOA
OTHER (4) ☐ Licensed Nursing Home (5) ☐ Private Residence (6) ☐ Licensed Shelter Home (7) ☐ Other (Specify) _____

8b. FACILITY NAME AND ADDRESS (If not a hospital, enter name of place, street and number)	8c. CITY, TOWN OR LOCATION OF DEATH	COUNTY OF DEATH
Magic Valley Regional Medical Center	Twin Falls	Twin Falls

10. MARITAL STATUS — Married, Never Married, Widowed, Divorced (Specify)	11. SURVIVING SPOUSE (If wife, give maiden name)	12a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired.)	12b. KIND OF BUSINESS / INDUSTRY
Widowed	----------	Dishwasher	Food Service

13a. RESIDENCE STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER	13e. ZIP CODE
Wyoming	Sublette	Pinedale	205 Nth. Tyler	82941

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

PARENTS

17a. FATHER — NAME	17b. BIRTHPLACE	18a. MOTHER — FULL MAIDEN NAME	18b. BIRTHPLACE
Frank Myers	Wyoming	Leah Warren	Colorado

INFORMANT

19a. INFORMANT'S NAME (Type/Print)	19b. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code)
Noreen Essert	103 Harrison Centralia, Wa. 98531

DISPOSITION

20a. METHOD OF DISPOSITION	20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place)	20c. LOCATION — City or Town, State
☐ Burial ☒ Cremation ☐ Removal from Idaho ☐ Donation ☐ Other (Specify) _____	White Crematory	Twin Falls, Idaho

21a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH	21b. LICENSE NUMBER (If Licensed)	22. NAME AND ADDRESS OF FACILITY
[signature]	M-495	Reynolds Chapel, Twin Falls, Ida.

23. TIME OF DEATH	24. DATE PRONOUNCED DEAD (Month Day Year)	25. WAS CASE REFERRED TO CORONER?	26. MANNER OF DEATH (Check One)
5:16 pm	Apr 8, 1994	☒ Yes ☐ No	☒ Natural ☐ Homicide ☐ Suicide ☐ Accident ☐ Pending Investigation ☐ Could Not Be Determined

CAUSE OF DEATH

27. **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.

	IMMEDIATE CAUSE	Approximate Interval Between Onset and Death
'MMEDIATE CAUSE (Final disease or condition resulting in death)	a. Myocardial Infarction	Minutes
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.	

27. **PART II.** Other Significant Conditions contributing to death but not resulting in the underlying cause given in Part I

WAS AN AUTOPSY PERFORMED?	WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH?
☐ Yes ☒ No	☐ Yes ☐ No

CERTIFIER

IF DEATH WAS DUE TO OTHER THAN NATURAL CAUSES, THE CORONER MUST COMPLETE AND SIGN THE CERTIFICATE

CERTIFIER (Check only one)

☐ 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.

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REGISTRAR

32a. REGISTRAR'S SIGNATURE	32b. DATE FILED (Month Day Year)
[signature] Merritt	April 11, 1994

VITAL STATISTIC'S COPY
Idaho 50374

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