273790

RECORDED June 29 99 AM
IN BOOK 70 MISC PAGE 1
FEES $11.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Tracey L Hoover

EASEMENT

WE, NANCY J. MERRITT and HAROLD MERRITT, husband and wife, P.O. Box 927, Pinedale, Sublette County, Wyoming 82941, hereby referred to as Grantor, in consideration of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby convey and release to MARY LOU MARINER, P.O. Box 5065, Ruidoso, NM 88345, Grantee, an easement and right of way for the irrigation ditches, hereinafter and more particularly designated and described, over and across land owned by Grantor described in Exhibit "A" attached hereto and situated in the County of Sublette, State of Wyoming and more particularly described as follows:

> A 30 foot wide easement with a centerline as described in Exhibit "B" attached hereto for those portions of said description which are located on the real property described in Exhibit "A", attached hereto.

The right of way hereby conveyed and released is for the sole purpose of maintaining, repairing, controlling water flow and all other purposes related to irrigation through said ditch and/or laterals over and across the above-described land and for all purposes related to irrigation through said irrigation ditch or ditches and their laterals and/or collection of water in any recovery ditch. However, it is further agreed that before grantee, his heirs, successors and/or assigns enter onto the property of the Grantor for the purpose of maintenance and/or repair of the ditch or its laterals by use of heavy equipment, he shall give Grantor, his heirs, successors or assigns notice of his intent and Grantee, his heirs, successors or assigns shall perform said maintenance and repairs in the least intrusive manner reasonably practical and cause the least amount of interference with the Grantor's land as reasonably practical.

This Grant of Easement shall run with the land and shall be binding on and inure to the benefit of the parties hereto and their heirs, successors and assigns, and this Easement is for the benefit of and appurtenant to that land or any portion thereof, which is the dominate estate and which is located in the County of Sublette, State of Wyoming, described as follows:

See Exhibit "C" attached hereto and by this reference incorporated herein.

Grantor reserves or retains the right at all times hereinafter to take water from the canal at any place and at any time when such water can be obtained by gravity flow from the canal, for the purposes of irrigating the above-described land of Grantor for which Grantor has adjudicated water rights. Grantor further reserves the right to construct bridges or passage ways over the ditches and/or laterals as such places may be convenient and necessary for the use and operation of his own land.

IN WITNESS WHEREOF, we have hereunto set our hands this 5th day of October, 1998.

Nancy J. Merritt
NANCY J. MERRITT

Harold Merritt
HAROLD MERRITT

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by NANCY J. MERRITT and HAROLD MERRITT this 5th day of October, 1998.

WITNESS my hand and official seal.

Jauna M. McGinnis
Notary Public

My commission expires:

JAUNA M. McGINNIS - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 7-11-2000

Nancy

A parcel of land located in part of Lot 4, Section 6, T.33N., R109W., part of Lot 1, Section 1, T.33N., R110W., and parts of Lot 3 and Lot 4, Section 31, T.34N., R.109W., 6th P.M., Sublette County, Wyoming, more particularly described as follows:

In Lot 4, Section 6, T.33N., R109W.

N½ Lot 4, Section 6, T.33N., R.109W., encompassing 17.489 acres, more or less.

In Lot 1, Section 1, T.33N., R110W.

Beginning at the northeast corner of said Section 1;

thence proceeding S.00°26'32"E., along the east line of Lot 1, a distance of 1322.36 feet to the southeast corner (N1/16 corner) of said Lot 1;

thence S.89°23'53"W., along the south line of said Lot 1, a distance of 639.50 feet to the southeast corner of the Merritt Lot Division, a lot division of record in the Office of the Clerk of Sublette County;

thence N.00°24'53"W., along the east line of the Merritt Lot Division, a distance of 491.73 feet;

thence N.56°05'10"W., along the northeast boundary of said lot division, a distance of 43.01 feet;

thence N.35°02'02"W., along the northeast boundary of said lot division, a distance of 179.34 feet;

thence S.89°36'23"W., along the north line of said lot division, a distance of 543.76 feet to a point on the west line of Lot 1 (of Section 1), said point being the northwest corner of said Merritt Lot Division;

thence N.00°22'16"W., along the west line of said Lot 1, a distance of 666.06 feet to the northwest corner (E1/16 corner) of Lot 1;

thence N.89°49'02"E., along the north line of said Lot 1, a distance of 1319.56 feet, to the point of beginning, encompassing 30.133 acres, more or less.

In Lot 3 and Lot 4, Section 31, T.34N., R109W.

Commencing at the northwest corner (1/4 corner) of said Lot 3;

thence proceeding S.89°53'13"E., along the north line of said Lot 3, a distance of 670.12 feet to the true point of beginning;

thence continuing S.89°53'13"E., along said north line, a distance of 475.79 feet to the northeast corner (CW1/16 corner) of said Lot 3;

thence S.00°00'53"W., along the east lines of Lot 3 and Lot 4, a distance of 2669.98 feet to the southeast corner (W1/16 corner) of said Lot 4;

thence N.89°53'40"W., along the south line of said Lot 4, a distance of 477.84 feet;

thence N.00°03'31"E., a distance of 2670.04 feet, to the point of beginning, encompassing 29.226 acres, more or less.

The entire acreage encompassed by the above descriptions totals 76.848 acres, more or less, and all boundary corners are monumented as shown on the plat of survey of record in the Office of the Clerk of Sublette County in Book 67 of Miscellaneous Records on Page 625.

C:\PLS\CLARKEST\97412\NANCY

EXHIBIT "A"

CLARK ESTATE

METZ DITCH

A strip of land30 feet in width located in Lot 1, Section 1, T.33N., R110W.; the NW¼ and SW¼NE¼ of Section 6, T.33N., R.109W., 6th P.M., Sublette County, Wyoming, with sidelines located 15 feet on each side of the following described centerline:

BEGINNING at a point on the west line of said Lot 1 which bears S 00°22'16" E, a distance of 81.37 feet from the northwest corner of said Lot 1 (E1/16 corner);
thence S 59°53'49" E, a distance of 28.24 feet; thence S 20°38'19" E, a distance of 35.73 feet;
thence S 7°34'15" E, a distance of 123.57 feet; thence S 36°28'40" E, a distance of 36.67 feet;
thence S 55°28'41" E, a distance of 68.76 feet; thence S 39°51'15" E, a distance of 137.53 feet;
thence S 58°27'43" E, a distance of 88.08 feet; thence S 59°14'36" E, a distance of 101.28 feet;
thence S 61°28'48" E, a distance of 151.27 feet; thence S 43°59'51" E, a distance of 80.40 feet;
thence S 35°19'00" E, a distance of 155.37 feet; thence S 45°16'58" E, a distance of 65.64 feet;
thence S 70°13'16" E, a distance of 175.52 feet; thence S 71°35'46" E, a distance of 68.55 feet;
thence S 65°34'37" E, a distance of 53.97 feet; thence S 72°34'37" E, a distance of 168.63 feet;
thence S 63°28'25" E, a distance of 111.27 feet; thence S 54°39'06" E, a distance of 67.93 feet;
thence S 39°13'21" E, a distance of 55.27 feet; thence S 53°59'26" E, a distance of 35.20 feet;
thence S 72°31'43" E, a distance of 29.35 feet; thence S 80°34'08" E, a distance of 76.01 feet;
thence S 68°59'56" E, a distance of 57.19 feet; thence S 62°01'36" E, a distance of 54.92 feet;
thence S 70°48'51" E, a distance of 66.71 feet; thence S 52°48'29" E, a distance of 74.97 feet;
thence S 45°34'60" E, a distance of 47.59 feet; thence S 73°34'51" E, a distance of 21.65 feet;
thence N 78°20'14" E, a distance of 24.49 feet; thence N 53°13'51" E, a distance of 58.70 feet;
thence N 32°30'51" E, a distance of 75.53 feet; thence N 43°22'26" E, a distance of 42.86 feet;
thence N 55°07'10" E, a distance of 41.51 feet; thence N 73°52'11" E, a distance of 36.98 feet;
thence N 81°57'53" E, a distance of 105.43 feet; thence N 87°09'56" E, a distance of 59.22 feet;
thence S 82°42'18" E, a distance of 71.64 feet; thence S 75°08'12" E, a distance of 121.05 feet;
thence S 57°40'16" E, a distance of 45.74 feet; thence S 71°34'06" E, a distance of 117.83 feet;
thence S 63°16'49" E, a distance of 96.39 feet; thence S 69°54'48" E, a distance of 126.19 feet;
thence S 68°10'01" E, a distance of 137.71 feet; thence S 72°21'54" E, a distance of 165.29 feet;
thence S 63°58'44" E, a distance of 45.03 feet; thence S 59°13'04" E, a distance of 219.71 feet;
thence S 19°11'30" E, a distance of 41.16 feet; thence S 32°56'42" E, a distance of 44.31 feet;
thence S 73°35'43" E, a distance of 27.66 feet; thence N 84°25'36" E, a distance of 85.93 feet;
thence N 2°19'56" E, a distance of 17.15 feet; thence N 87°58'54" E, a distance of 37.67 feet;
thence S 63°48'41" E, a distance of 44.92 feet; thence S 82°02'04" E, a distance of 26.25 feet;
thence N 82°34'22" E, a distance of 129.24 feet; thence S 88°48'33" E, a distance of 30.53 feet;
thence S 69°36'07" E, a distance of 25.20 feet; thence S 60°23'26" E, a distance of 78.70 feet;
thence S 52°07'13" E, a distance of 61.92 feet; thence S 45°49'15" E, a distance of 106.63 feet;
thence S 60°31'23" E, a distance of 92.20 feet; thence S 55°30'19" E, a distance of 55.44 feet to the POINT OF ENDING.

EXHIBIT "B"

Mary Lou

A parcel of land located in part of Lot 3 and the SE¼NW¼ of Section 6, T.33N., R.109W., 6th P.M., Sublette County, Wyoming, more particularly described as follows:

Beginning at the northeast corner (1/4 corner) of said Lot 3;

thence proceeding S.00°00'17"W., along the east line of said Lot 3, a distance of 1324.67 feet to the northeast corner (CN1/16 corner) of said SE¼NW¼;

thence S.00°00'23"W., along the east line of said SE¼NW¼, a distance of 285.67 feet to the northeast corner of the Mariner tract, a parcel of land described in that certain document of record in the Office of the Clerk of Sublette County in Book 16 of Warranty Deeds on Page 306;

thence N.89°47'35"W., along the north line of the Mariner tract, a distance of 686.01 feet to the northwest corner of said tract;

thence S.00°00'23"W., along the west line of the Mariner tract, a distance of 634.97 feet to the southwest corner of said tract;

thence S.89°47'35"E., along the south line of the Mariner tract, a distance of 686.01 feet to the southeast corner of said tract, said corner being on the east line of said SE¼NW¼;

thence S.00°00'23"W., along said east line, a distance of 408.18 feet to the southeast corner (C1/4 corner) of said SE¼NW¼;

thence N.89°41'07"W., along the south line of said SE¼NW¼, a distance of 652.84 feet to the C-E-W1/64 corner of said Section 6;

thence N.89°40'40"W., along said south line, a distance of 652.42 feet to the southwest corner (CW1/16 corner) of said SE¼NW¼;

thence N.00°32'46"W., along the west line of said SE¼NW¼, a distance of 1189.66 feet;

thence S.89°53'09E., a distance of 510.43 feet;

thence N.04°27'30"E., a distance of 134.97 feet;

thence N.22°37'51"E., a distance of 81.18 feet;

thence N.65°17'22"E., a distance of 187.00 feet to a point on the centerline of that certain right-of-way easement of record in the Office of the Clerk of Sublette County in Book 49 of Miscellaneous Records on Page 158;

thence N.06°16'49"E., along said centerline, a distance of 190.94 feet;

thence N.43°02'10"W., a distance of 437.20 feet;

thence N.00°32'01"W., a distance of 662.27 feet to a point on the north line of said Lot 3;

thence S.89°53'40"E., along said north line, a distance of 878.46 feet to the point of beginning, encompassing 52.065 acres, more or less.

All points and corners monumented as shown on the plat of survey of record in the Office of the Clerk of Sublette County in Book 67 of Miscellaneous Records on Page 625.

C:\PLS\CLARKEST\97412\MARYLOU

EXHIBIT "C"

6

101SA

273791

RECORDED JUNE 29 99 M
IN BOOK 70 MISC PAGE 6
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

EASEMENT

WE, NANCY J. MERRITT and HAROLD MERRITT, husband and wife, P.O. Box 927, Pinedale, Sublette County, Wyoming 82941, hereby referred to as Grantor, in consideration of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby convey and release to H. ROYER CLARK, 1705 E. 15th, Casper, WY 82601, Grantee, an easement and right of way for the irrigation ditches, hereinafter and more particularly designated and described, over and across land owned by Grantor described in Exhibit "A" attached hereto and situated in the County of Sublette, State of Wyoming and more particularly described as follows:

> A 30 foot wide easement with a centerline as described in Exhibit "B" attached hereto for those portions of said description which are located on the real property described in Exhibit "A", attached hereto.

The right of way hereby conveyed and released is for the sole purpose of maintaining, repairing, controlling water flow and all other purposes related to irrigation through said ditch and/or laterals over and across the above-described land and for all purposes related to irrigation through said irrigation ditch or ditches and their laterals and/or collection of water in any recovery ditch. However, it is further agreed that before grantee, his heirs, successors and/or assigns enter onto the property of the Grantor for the purpose of maintenance and/or repair of the ditch or its laterals by use of heavy equipment, he shall give Grantor, his heirs, successors or assigns notice of his intent and Grantee, his heirs, successors or assigns shall perform said maintenance and repairs in the least intrusive manner reasonably practical and cause the least amount of interference with the Grantor's land as reasonably practical.

This Grant of Easement shall run with the land and shall be binding on and inure to the benefit of the parties hereto and their heirs, successors and assigns, and this Easement is for the benefit of and appurtenant to that land or any portion thereof, which is the dominate estate and which is located in the County of Sublette, State of Wyoming, described as follows:

✓

See Exhibit "C" attached hereto and by this reference incorporated herein.

Grantor reserves or retains the right at all times hereinafter to take water from the canal at any place and at any time when such water can be obtained by gravity flow from the canal, for the purposes of irrigating the above-described land of Grantor for which Grantor has adjudicated water rights. Grantor further reserves the right to construct bridges or passage ways over the ditches and/or laterals as such places may be convenient and necessary for the use and operation of his own land.

IN WITNESS WHEREOF, we have hereunto set our hands this 5th day of October, 1998.

Nancy J. Merritt
NANCY J. MERRITT

Harold Merritt
HAROLD MERRITT

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by NANCY J. MERRITT and HAROLD MERRITT this 5th day of October, 1998.

WITNESS my hand and official seal.

Jauna M. McGinnis
Notary Public

My commission expires:

JAUNA M. McGINNIS - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 7-11-2000

WILSON LAND SURVEYING

Prepared: December 2, 1997

Nancy

A parcel of land located in part of Lot 4, Section 6, T.33N., R109W., part of Lot 1, Section 1, T.33N., R110W., and parts of Lot 3 and Lot 4, Section 31, T.34N., R.109W., 6th P.M., Sublette County, Wyoming, more particularly described as follows:

In Lot 4, Section 6, T.33N., R109W.

N½ Lot 4, Section 6, T.33N., R.109W., encompassing 17.489 acres, more or less.

In Lot 1, Section 1, T.33N., R110W.

Beginning at the northeast corner of said Section 1;

thence proceeding S.00°26'32"E., along the east line of Lot 1, a distance of 1322.36 feet to the southeast corner (N1/16 corner) of said Lot 1;

thence S.89°23'53"W., along the south line of said Lot 1, a distance of 639.50 feet to the southeast corner of the Merritt Lot Division, a lot division of record in the Office of the Clerk of Sublette County;

thence N.00°24'53"W., along the east line of the Merritt Lot Division, a distance of 491.73 feet;

thence N.56°05'10"W., along the northeast boundary of said lot division, a distance of 43.01 feet;

thence N.35°02'02"W., along the northeast boundary of said lot division, a distance of 179.34 feet;

thence S.89°36'23"W., along the north line of said lot division, a distance of 543.76 feet to a point on the west line of Lot 1 (of Section 1), said point being the northwest corner of said Merritt Lot Division;

thence N.00°22'16"W., along the west line of said Lot 1, a distance of 666.06 feet to the northwest corner (E1/16 corner) of Lot 1;

thence N.89°49'02"E., along the north line of said Lot 1, a distance of 1319.56 feet, to the point of beginning, encompassing 30.133 acres, more or less.

In Lot 3 and Lot 4, Section 31, T.34N., R109W.

Commencing at the northwest corner (1/4 corner) of said Lot 3;

thence proceeding S.89°53'13"E., along the north line of said Lot 3, a distance of 670.12 feet to the true point of beginning;

thence continuing S.89°53'13"E., along said north line, a distance of 475.79 feet to the northeast corner (CW1/16 corner) of said Lot 3;

thence S.00°00'53"W., along the east lines of Lot 3 and Lot 4, a distance of 2669.98 feet to the southeast corner (W1/16 corner) of said Lot 4;

thence N.89°53'40"W., along the south line of said Lot 4, a distance of 477.84 feet;

thence N.00°03'31"E., a distance of 2670.04 feet, to the point of beginning, encompassing 29.226 acres, more or less.

The entire acreage encompassed by the above descriptions totals 76.848 acres, more or less, and all boundary corners are monumented as shown on the plat of survey of record in the Office of the Clerk of Sublette County in Book 67 of Miscellaneous Records on Page 625.

C:\PLS\CLARKEST\97412WANCY

EXHIBIT "A"

METZ DITCH

A strip of land 30 feet in width located in Lot 1, Section 1, T.33N., R110W.; the NW¼ and SW¼NE¼ of Section 6, T.33N., R.109W., 6th P.M., Sublette County, Wyoming, with sidelines located 15 feet on each side of the following described centerline:

BEGINNING at a point on the west line of said Lot 1 which bears S 00°22'16" E, a distance of 81.37 feet from the northwest corner of said Lot 1 (E1/16 corner);
thence S 59°53'49" E, a distance of 28.24 feet; thence S 20°38'19" E, a distance of 35.73 feet;
thence S 7°34'15" E, a distance of 123.57 feet; thence S 36°28'40" E, a distance of 36.67 feet;
thence S 55°28'41" E, a distance of 68.76 feet; thence S 39°51'15" E, a distance of 137.53 feet;
thence S 58°27'43" E, a distance of 88.08 feet; thence S 59°14'36" E, a distance of 101.28 feet;
thence S 61°28'48" E, a distance of 151.27 feet; thence S 43°59'51" E, a distance of 80.40 feet;
thence S 35°19'00" E, a distance of 155.37 feet; thence S 45°16'58" E, a distance of 65.64 feet;
thence S 70°13'16" E, a distance of 175.52 feet; thence S 71°35'46" E, a distance of 68.55 feet;
thence S 65°34'37" E, a distance of 53.97 feet; thence S 72°34'37" E, a distance of 168.63 feet;
thence S 63°28'25" E, a distance of 111.27 feet; thence S 54°39'06" E, a distance of 67.93 feet;
thence S 39°13'21" E, a distance of 55.27 feet; thence S 53°59'26" E, a distance of 35.20 feet;
thence S 72°31'43" E, a distance of 29.35 feet; thence S 80°34'08" E, a distance of 76.01 feet;
thence S 68°59'56" E, a distance of 57.19 feet; thence S 62°01'36" E, a distance of 54.92 feet;
thence S 70°48'51" E, a distance of 66.71 feet; thence S 52°48'29" E, a distance of 74.97 feet;
thence S 45°34'60" E, a distance of 47.59 feet; thence S 73°34'51" E, a distance of 21.65 feet;
thence N 78°20'14" E, a distance of 24.49 feet; thence N 53°13'51" E, a distance of 58.70 feet;
thence N 32°30'51" E, a distance of 75.53 feet; thence N 43°22'26" E, a distance of 42.86 feet;
thence N 55°07'10" E, a distance of 41.51 feet; thence N 73°52'11" E, a distance of 36.98 feet;
thence N 81°57'53" E, a distance of 105.43 feet; thence N 87°09'56" E, a distance of 59.22 feet;
thence S 82°42'18" E, a distance of 71.64 feet; thence S 75°08'12" E, a distance of 121.05 feet;
thence S 57°40'16" E, a distance of 45.74 feet; thence S 71°34'06" E, a distance of 117.83 feet;
thence S 63°16'49" E, a distance of 96.39 feet; thence S 69°54'48" E, a distance of 126.19 feet;
thence S 68°10'01" E, a distance of 137.71 feet; thence S 72°21'54" E, a distance of 165.29 feet;
thence S 63°58'44" E, a distance of 45.03 feet; thence S 59°13'04" E, a distance of 219.71 feet;
thence S 19°11'30" E, a distance of 41.16 feet; thence S 32°56'42" E, a distance of 44.31 feet;
thence S 73°35'43" E, a distance of 27.66 feet; thence N 84°25'36" E, a distance of 85.93 feet;
thence N 2°19'56" E, a distance of 17.15 feet; thence N 87°58'54" E, a distance of 37.67 feet;
thence S 63°48'41" E, a distance of 44.92 feet; thence S 82°02'04" E, a distance of 26.25 feet;
thence N 82°34'22" E, a distance of 129.24 feet; thence S 88°48'33" E, a distance of 30.53 feet;
thence S 69°36'07" E, a distance of 25.20 feet; thence S 60°23'26" E, a distance of 78.70 feet;
thence S 52°07'13" E, a distance of 61.92 feet; thence S 45°49'15" E, a distance of 106.63 feet;
thence S 60°31'23" E, a distance of 92.20 feet; thence S 55°30'19" E, a distance of 55.44 feet to the POINT OF ENDING.

EXHIBIT "B"

C:\PLS\CLARKEST\97412METZLGL July 30, 1998 Prepared by: Wilson Land Surveying

WILSON LAND SURVEYING

Prepared: December 2, 1997

Royer

A parcel of land consisting of Lot 2 and the SW¼NE¼ of Section 6, T.33N., R.109W., 6th P.M., Sublette County, Wyoming.

Said parcel encompasses 81.139 acres, more or less, and all boundary corners are monumented as shown on the plat of survey of record in the Office of the Clerk of Sublette County in Book 67 of Miscellaneous Records on Page 625.

EXHIBIT "C"

C:\PLS\CLARKEST\97412\ROYER

10:15A

RECORDED June 29 1999 M
IN BOOK 70 MISC PAGE 11
FEES $ 22.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

273792

EASEMENT

WE, NANCY J. MERRITT and HAROLD MERRITT, husband and wife, P.O. Box 927, Pinedale, Sublette County, Wyoming 82941, hereby referred to as Grantor, in consideration of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby convey and release to JULIAN C. CLARK, of 8248 Acoma Way, Denver, Colorado 80221, Grantee, an easement and right of way for the irrigation ditches, hereinafter and more particularly designated and described, over and across land owned by Grantor described in Exhibit "A" attached hereto and situated in the County of Sublette, State of Wyoming and more particularly described as follows:

> A 30 foot wide easement with a centerline as described in Exhibit "B" attached hereto for those portions of said description which are located on the real property described in Exhibit "A", attached hereto.

The right of way hereby conveyed and released is for the sole purpose of maintaining, repairing, controlling water flow and all other purposes related to irrigation through said ditch and/or laterals over and across the above-described land and for all purposes related to irrigation through said irrigation ditch or ditches and their laterals and/or collection of water in any recovery ditch. However, it is further agreed that before grantee, his heirs, successors and/or assigns enter onto the property of the Grantor for the purpose of maintenance and/or repair of the ditch or its laterals by use of heavy equipment, he shall give Grantor, his heirs, successors or assigns notice of his intent and Grantee, his heirs, successors or assigns shall perform said maintenance and repairs in the least intrusive manner reasonably practical and cause the least amount of interference with the Grantor's land as reasonably practical.

This Grant of Easement shall run with the land and shall be binding on and inure to the benefit of the parties hereto and their heirs, successors and assigns, and this Easement is for the benefit of and appurtenant to that land or any portion thereof, which is the dominate estate and which is located in the County of Sublette, State of Wyoming, described as follows:

V

See Exhibit "C" attached hereto and by this reference incorporated herein.

Grantor reserves or retains the right at all times hereinafter to take water from the canal at any place and at any time when such water can be obtained by gravity flow from the canal, for the purposes of irrigating the above-described land of Grantor for which Grantor has adjudicated water rights. Grantor further reserves the right to construct bridges or passage ways over the ditches and/or laterals as such places may be convenient and necessary for the use and operation of his own land.

IN WITNESS WHEREOF, we have hereunto set our hands this 5th day of October, 1998.

NANCY J. MERRITT

HAROLD MERRITT

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by NANCY J. MERRITT and HAROLD MERRITT this 5th day of October, 1998.

WITNESS my hand and official seal.

Jauna M. McGinnis
Notary Public

My commission expires:

JAUNA M. McGINNIS - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 7-11-2000

Nancy

A parcel of land located in part of Lot 4, Section 6, T.33N., R109W., part of Lot 1, Section 1, T.33N., R110W., and parts of Lot 3 and Lot 4, Section 31, T.34N., R.109W., 6th P.M., Sublette County, Wyoming, more particularly described as follows:

In Lot 4, Section 6, T.33N., R109W.

N½ Lot 4, Section 6, T.33N., R.109W., encompassing 17.489 acres, more or less.

In Lot 1, Section 1, T.33N., R110W.

Beginning at the northeast corner of said Section 1;

thence proceeding S.00°26'32"E., along the east line of Lot 1, a distance of 1322.36 feet to the southeast corner (N1/16 corner) of said Lot 1;

thence S.89°23'53"W., along the south line of said Lot 1, a distance of 639.50 feet to the southeast corner of the Merritt Lot Division, a lot division of record in the Office of the Clerk of Sublette County;

thence N.00°24'53"W., along the east line of the Merritt Lot Division, a distance of 491.73 feet;

thence N.56°05'10"W., along the northeast boundary of said lot division, a distance of 43.01 feet;

thence N.35°02'02"W., along the northeast boundary of said lot division, a distance of 179.34 feet;

thence S.89°36'23"W., along the north line of said lot division, a distance of 543.76 feet to a point on the west line of Lot 1 (of Section 1), said point being the northwest corner of said Merritt Lot Division;

thence N.00°22'16"W., along the west line of said Lot 1, a distance of 666.06 feet to the northwest corner (E1/16 corner) of Lot 1;

thence N.89°49'02"E., along the north line of said Lot 1, a distance of 1319.56 feet, to the point of beginning, encompassing 30.133 acres, more or less.

In Lot 3 and Lot 4, Section 31, T.34N., R109W.

Commencing at the northwest corner (1/4 corner) of said Lot 3;

thence proceeding S.89°53'13"E., along the north line of said Lot 3, a distance of 670.12 feet to the true point of beginning;

thence continuing S.89°53'13"E., along said north line, a distance of 475.79 feet to the northeast corner (CW1/16 corner) of said Lot 3;

thence S.00°00'53"W., along the east lines of Lot 3 and Lot 4, a distance of 2669.98 feet to the southeast corner (W1/16 corner) of said Lot 4;

thence N.89°53'40"W., along the south line of said Lot 4, a distance of 477.84 feet;

thence N.00°03'31"E., a distance of 2670.04 feet, to the point of beginning, encompassing 29.226 acres, more or less.

The entire acreage encompassed by the above descriptions totals 76.848 acres, more or less, and all boundary corners are monumented as shown on the plat of survey of record in the Office of the Clerk of Sublette County in Book 67 of Miscellaneous Records on Page 625.

C:\PLS\CLARKEST\97412\NANCY

EXHIBIT "A"

CLARK ESTATE

METZ DITCH

A strip of land30 feet in width located in Lot 1, Section 1, T.33N., R110W.; the NW¼ and SW¼NE¼ of Section 6, T.33N., R.109W., 6th P.M., Sublette County, Wyoming, with sidelines located 15 feet on each side of the following described centerline:

BEGINNING at a point on the west line of said Lot 1 which bears S 00°22'16" E, a distance of 81.37 feet from the northwest corner of said Lot 1 (E1/16 corner);
thence S 59°53'49" E, a distance of 28.24 feet; thence S 20°38'19" E, a distance of 35.73 feet; thence S 7°34'15" E, a distance of 123.57 feet; thence S 36°28'40" E, a distance of 36.67 feet; thence S 55°28'41" E, a distance of 68.76 feet; thence S 39°51'15" E, a distance of 137.53 feet; thence S 58°27'43" E, a distance of 88.08 feet; thence S 59°14'36" E, a distance of 101.28 feet; thence S 61°28'48" E, a distance of 151.27 feet; thence S 43°59'51" E, a distance of 80.40 feet; thence S 35°19'00" E, a distance of 155.37 feet; thence S 45°16'58" E, a distance of 65.64 feet; thence S 70°13'16" E, a distance of 175.52 feet; thence S 71°35'46" E, a distance of 68.55 feet; thence S 65°34'37" E, a distance of 53.97 feet; thence S 72°34'37" E, a distance of 168.63 feet; thence S 63°28'25" E, a distance of 111.27 feet; thence S 54°39'06" E, a distance of 67.93 feet; thence S 39°13'21" E, a distance of 55.27 feet; thence S 53°59'26" E, a distance of 35.20 feet; thence S 72°31'43" E, a distance of 29.35 feet; thence S 80°34'08" E, a distance of 76.01 feet; thence S 68°59'56" E, a distance of 57.19 feet; thence S 62°01'36" E, a distance of 54.92 feet; thence S 70°48'51" E, a distance of 66.71 feet; thence S 52°48'29" E, a distance of 74.97 feet; thence S 45°34'60" E, a distance of 47.59 feet; thence S 73°34'51" E, a distance of 21.65 feet; thence N 78°20'14" E, a distance of 24.49 feet; thence N 53°13'51" E, a distance of 58.70 feet; thence N 32°30'51" E, a distance of 75.53 feet; thence N 43°22'26" E, a distance of 42.86 feet; thence N 55°07'10" E, a distance of 41.51 feet; thence N 73°52'11" E, a distance of 36.98 feet; thence N 81°57'53" E, a distance of 105.43 feet; thence N 87°09'56" E, a distance of 59.22 feet; thence S 82°42'18" E, a distance of 71.64 feet; thence S 75°08'12" E, a distance of 121.05 feet; thence S 57°40'16" E, a distance of 45.74 feet; thence S 71°34'06" E, a distance of 117.83 feet; thence S 63°16'49" E, a distance of 96.39 feet; thence S 69°54'48" E, a distance of 126.19 feet; thence S 68°10'01" E, a distance of 137.71 feet; thence S 72°21'54" E, a distance of 165.29 feet; thence S 63°58'44" E, a distance of 45.03 feet; thence S 59°13'04" E, a distance of 219.71 feet; thence S 19°11'30" E, a distance of 41.16 feet; thence S 32°56'42" E, a distance of 44.31 feet; thence S 73°35'43" E, a distance of 27.66 feet; thence N 84°25'36" E, a distance of 85.93 feet; thence N 2°19'56" E, a distance of 17.15 feet; thence N 87°58'54" E, a distance of 37.67 feet; thence S 63°48'41" E, a distance of 44.92 feet; thence S 82°02'04" E, a distance of 26.25 feet; thence N 82°34'22" E, a distance of 129.24 feet; thence S 88°48'33" E, a distance of 30.53 feet; thence S 69°36'07" E, a distance of 25.20 feet; thence S 60°23'26" E, a distance of 78.70 feet; thence S 52°07'13" E, a distance of 61.92 feet; thence S 45°49'15" E, a distance of 106.63 feet; thence S 60°31'23" E, a distance of 92.20 feet; thence S 55°30'19" E, a distance of 55.44 feet to the POINT OF ENDING.

EXHIBIT "B"

C:\PLS\CLARKEST\97412\METZLGL

July 30, 1998

Prepared by: Wilson Land Surveying

LATERAL 1

A strip of land 30 feet in width located in Lot 1, Section 1, T.33N., R.110W.; and Lot 4, Section 6, T.33N., R.109W., 6th P.M., Sublette County, Wyoming, with sidelines located 15 feet on each side of the following described centerline:

BEGINNING at a point on the north line of said Lot 1, bearing N 89°49'02" E, a distance of 72.45 feet from the northwest corner of said Lot 1 (E1/16 corner);
thence S 28°48'29" E, a distance of 125.53 feet; thence S 30°08'16" E, a distance of 71.38 feet;
thence S 24°43'32" E, a distance of 44.47 feet; thence S 37°02'10" E, a distance of 84.75 feet;
thence S 46°14'22" E, a distance of 72.44 feet; thence S 29°37'20" E, a distance of 52.16 feet;
thence S 20°33'03" E, a distance of 47.92 feet; thence S 37°26'09" E, a distance of 89.23 feet;
hence S 66°01'32" E, a distance of 36.20 feet; thence S 71°26'10" E, a distance of 37.95 feet;
thence S 60°51'33" E, a distance of 39.21 feet; thence S 52°00'15" E, a distance of 56.24 feet;
thence S 36°10'38" E, a distance of 42.95 feet; thence S 37°21'27" E, a distance of 115.25 feet;
thence S 34°29'14" E, a distance of 61.87 feet; thence S 51°00'04" E, a distance of 23.54 feet;
thence S 82°01'05" E, a distance of 20.89 feet; thence N 60°37'41" E, a distance of 37.86 feet;
thence N 88°51'41" E, a distance of 51.19 feet; thence S 81°37'01" E, a distance of 38.94 feet;
thence N 85°03'17" E, a distance of 24.63 feet; thence N 67°08'56" E, a distance of 45.77 feet;
thence S 88°06'23" E, a distance of 65.11 feet; thence N 83°39'12" E, a distance of 40.81 feet;
thence S 77°46'59" E, a distance of 23.71 feet; thence S 59°47'05" E, a distance of 37.12 feet;
thence S 38°29'29" E, a distance of 22.38 feet; thence S 9°21'52" E, a distance of 21.97 feet;
thence S 20°08'19" W, a distance of 67.28 feet; thence S 4°04'51" E, a distance of 18.95 feet;
thence S 48°52'18" E, a distance of 21.25 feet; thence S 81°14'41" E, a distance of 32.98 feet;
thence N 86°20'34" E, a distance of 20.36 feet; thence S 63°27'29" E, a distance of 26.12 feet;
thence S 50°02'43" E, a distance of 60.42 feet; thence S 43°45'45" E, a distance of 56.84 feet;
thence S 49°45'47" E, a distance of 66.59 feet; thence S 67°23'13" E, a distance of 36.27 feet;
thence S 44°13'03" E, a distance of 26.01 feet; thence S 35°24'33" E, a distance of 29.97 feet;
thence S 52°55'54" E, a distance of 53.04 feet; thence S 85°50'40" E, a distance of 66.36 feet;
thence S 71°06'25" E, a distance of 20.00 feet; thence S 56°28'11" E, a distance of 34.57 feet;
thence S 70°52'10" E, a distance of 53.85 feet; thence S 85°49'01" E, a distance of 32.52 feet;
thence N 77°59'03" E, a distance of 27.56 feet; thence S 79°53'08" E, a distance of 22.56 feet;
thence S 49°01'24" E, a distance of 17.61 feet; thence S 43°31'34" E, a distance of 32.66 feet;
thence S 81°30'00" E, a distance of 63.38 feet; thence S 65°06'08" E, a distance of 37.82 feet;
thence N 89°46'48" E, a distance of 21.25 feet; thence N 53°17'28" E, a distance of 28.42 feet;
thence N 41°06'18" E, a distance of 51.68 feet; thence N 47°14'07" E, a distance of 22.19 feet;
thence N 68°00'52" E, a distance of 84.46 feet; thence N 84°26'48" E, a distance of 45.74 feet;
thence N 79°41'09" E, a distance of 64.82 feet; thence N 87°02'31" E, a distance of 100.96 feet;
thence S 85°55'44" E, a distance of 14.61 feet; thence S 70°44'39" E, a distance of 40.60 feet;
thence S 82°19'11" E, a distance of 52.30 feet; thence S 74°39'13" E, a distance of 28.78 feet;
thence S 66°30'47" E, a distance of 52.64 feet; thence S 64°34'31" E, a distance of 80.10 feet;
thence S 69°59'06" E, a distance of 32.08 feet to the POINT OF ENDING.

C:\PLS\CLARKEST\97412\LAT1LGL July 30, 1998 Prepared by: Wilson Land Surveying

CLARK ESTATE

LATERAL 2

A strip of land 30 feet in width located in Lot 1, Section 1, T.33N., R.110W.; and Lot 4, Section 6, T.33N., R.109W., 6th P.M., Sublette County, Wyoming, with sidelines located 15 feet on each side of the following described centerline:

Commencing at the northwest corner of said Section 6; thence S 89°53'40" E, along the north line of said Lot 4, a distance of 1150.82 feet to the northeast corner of said Lot 4 (W1/16 corner);
thence S 04°49'30" W, a distance of 1104.49 feet to the POINT OF BEGINNING;
thence N 73°42'17" W, a distance of 80.75 feet; thence N 58°59'34" W, a distance of 36.78 feet;
thence N 79°11'00" W, a distance of 72.28 feet; thence N 76°59'22" W, a distance of 98.14 feet;
thence N 84°32'22" W, a distance of 27.67 feet; thence S 89°14'56" W, a distance of 52.01 feet;
thence S 88°40'33" W, a distance of 50.39 feet; thence S 87°38'40" W, a distance of 37.87 feet;
thence S 88°58'24" W, a distance of 21.61 feet; thence N 75°34'56" W, a distance of 15.83 feet;
thence N 42°33'47" W, a distance of 15.98 feet; thence N 38°52'05" W, a distance of 46.23 feet;
thence N 41°15'56" W, a distance of 49.82 feet; thence N 45°20'47" W, a distance of 75.98 feet;
thence N 50°26'36" W, a distance of 15.49 feet; thence N 51°31'25" W, a distance of 22.70 feet;
thence N 60°40'02" W, a distance of 40.31 feet; thence N 72°26'33" W, a distance of 17.49 feet;
thence N 84°15'59" W, a distance of 21.95 feet; thence S 87°59'57" W, a distance of 22.18 feet;
thence S 77°36'52" W, a distance of 13.38 feet; thence S 61°05'13" W, a distance of 24.99 feet;
thence S 62°57'60" W, a distance of 30.24 feet; thence N 35°35'18" W, a distance of 38.00 feet;
thence N 35°30'17" W, a distance of 41.37 feet; thence N 30°14'14" W, a distance of 70.30 feet;
thence N 26°54'18" W, a distance of 66.44 feet; thence N 26°50'26" W, a distance of 38.93 feet;
thence N 36°05'14" W, a distance of 30.36 feet; thence N 40°10'11" W, a distance of 73.35 feet;
thence N 38°52'13" W, a distance of 99.70 feet to the POINT OF ENDING.

A strip of land 30 feet in width located in Lot 4, Section 31, T.34N., R.109W., 6th P.M., Sublette County, Wyoming, with sidelines located 15 feet on each side of the following described centerline:

Commencing at the southeast corner of said Lot 4 (W1/16 corner); thence N 89°53'40" W, along the south line of said Lot 4, a distance of 1150.82 feet to the southwest corner of said Lot 4 (section corner);
thence N 23°05'22" E, a distance of 1066.22 feet to the POINT OF BEGINNING;
thence S 44°50'38" E, a distance of 33.17 feet; thence S 47°56'04" E, a distance of 48.69 feet;
thence S 46°51'04" E, a distance of 49.03 feet; thence S 44°05'12" E, a distance of 50.19 feet;
thence S 40°12'24" E, a distance of 51.11 feet; thence S 34°40'12" E, a distance of 62.06 feet;
thence S 30°35'36" E, a distance of 67.93 feet; thence S 29°53'44" E, a distance of 77.98 feet;
thence S 30°22'49" E, a distance of 92.04 feet; thence S 26°04'17" E, a distance of 82.08 feet;
thence S 20°08'47" W, a distance of 37.05 feet; thence S 18°07'29" W, a distance of 87.06 feet;
thence S 12°21'42" W, a distance of 53.06 feet; thence S 15°10'31" W, a distance of 107.94 feet;
thence S 23°29'30" W, a distance of 96.37 feet; thence S 18°25'46" W, a distance of 78.35 feet;
thence S 5°28'31" W, a distance of 47.09 feet to the POINT OF ENDING.

WILSON LAND SURVEYING

Prepared: December 2, 1997

Julian

A parcel of land located in part of Lot 3, Lot 4, and the SE¼NW¼ of Section 6, T.33N., R.109W., and part of Lot 3 and Lot 4 of Section 31, T.34N., R.109W., 6th P.M., Sublette County, Wyoming, more particularly described as follows:

In Part Of Lot 3 And The SE¼NW¼, Section 6, T.33N., R109W.

Commencing at the northeast corner (1/4 corner) of Lot 3;

thence proceeding N.89°53'40"W., along the north line of said Lot 3, a distance of 878.46 feet to the true point of beginning;

thence S.00°32'01"E., a distance of 662.27 feet;

thence S.43°02'10"E., a distance of 437.20 feet to a point on the centerline of that certain right-of-way easement of record in the Office of the Clerk of Sublette County in Book 49 of Miscellaneous Records on Page 158;

thence S.06°16'49"W., along said centerline, a distance of 190.94 feet;

thence S.65°17'22"W., a distance of 187.00 feet;

thence S.22°37'51"W., a distance of 81.18 feet;

thence S.04°27'30"W., a distance of 134.97 feet;

thence N.89°53'09"W., a distance of 510.43 feet to a point on the west line of said SE¼NW¼;

thence N.00°32'46"W., along said west line, a distance of 134.59 feet to the southwest corner (NW1/16 corner) of said Lot 3;

thence N.00°32'01"W., along the west line of Lot 3, a distance of 1324.54 feet to the northwest corner (W1/16 corner) of said Lot 3;

thence S.89°53'40"E., along the north line of said Lot 3, a distance of 452.00 feet to the point of beginning, encompassing 18.145 acres, more or less.

In Lot 4, Section 6, T.33N., R109W.

S½ Lot 4, Section 6, T.33N., R.109W., encompassing 17.506 acres, more or less.

In Part Of Lot 3 and Lot 4, Section 31, T.34N., R109W.

Beginning at the northwest corner (1/4 corner) of Lot 3;

thence proceeding S.89°53'13"E., along the north line of said Lot 3, a distance of 670.12 feet;

thence S.00°03'31"W., a distance of 2670.04 feet to a point on the south line of said Lot 4, Section 31, T.34N., R.109W.;

thence N.89°53'40"W., along said south line, a distance of 672.98 feet to the southwest corner (section corner) of said Lot 4;

thence N.00°07'12"E., along the west lines of said Lot 3 and Lot 4, a distance of 2670.13 feet to the point of beginning, encompassing 41.164 acres, more or less.

The entire acreage encompassed by the above descriptions totals 76.815 acres, more or less, and all boundary corners are monumented as shown on the plat of survey of record in the Office of the Clerk of Sublette County in Book 67 of Miscellaneous Records on Page 625.

C:\PLS\CLARKEST\97412\JULIAN

EXHIBIT "C"

273793

RECORDED June 29 99 10:15A M
IN BOOK 70 MISC PAGE 19
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

EASEMENT

I, JULIAN C. CLARK, 8248 Acoma Way, Denver, CO 80221, hereby referred to as Grantor, in consideration of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby convey and release to NANCY J. MERRITT, P.O. Box 927, Pinedale, WY 82941, Grantee, an easement and right of way for the irrigation ditches, hereinafter and more particularly designated and described, over and across land owned by Grantor described in Exhibit "A" attached hereto and situated in the County of Sublette, State of Wyoming and more particularly described as follows:

> A 30 foot wide easement with a centerline as described in Exhibit "B" attached hereto for those portions of said description which are located on the real property described in Exhibit "A", attached hereto.

The right of way hereby conveyed and released is for the sole purpose of maintaining, repairing, controlling water flow and all other purposes related to irrigation through said ditch and/or laterals over and across the above-described land and for all purposes related to irrigation through said irrigation ditch or ditches and their laterals and/or collection of water in any recovery ditch. However, it is further agreed that before grantee, his heirs, successors and/or assigns enter onto the property of the Grantor for the purpose of maintenance and/or repair of the ditch or its laterals by use of heavy equipment, he shall give Grantor, his heirs, successors or assigns notice of his intent and Grantee, his heirs, successors or assigns shall perform said maintenance and repairs in the least intrusive manner reasonably practical and cause the least amount of interference with the Grantor's land as reasonably practical.

This Grant of Easement shall run with the land and shall be binding on and inure to the benefit of the parties hereto and their heirs, successors and assigns, and this Easement is for the benefit of and appurtenant to that land or any portion thereof, which is the dominate estate and which is located in the County of Sublette, State of Wyoming, described as follows:

> See Exhibit "C" attached hereto and by this reference incorporated herein.

Grantor reserves or retains the right at all times hereinafter to take water from the canal at any place and at any time when such water can be obtained by gravity flow from the canal, for the purposes of irrigating the above-described land of Grantor for which Grantor has adjudicated water rights. Grantor further reserves the right to construct bridges or passage ways over the ditches and/or laterals as such places may be convenient and necessary for the use and operation of his own land.

IN WITNESS WHEREOF, we have hereunto set our hands this 5th day of October, 1998.

Julian C Clark
JULIAN C. CLARK

STATE OF Colorado)
) ss
COUNTY OF Adams)

The foregoing instrument was acknowledged before me by JULIAN C. CLARK this 5th day of October, 1998.

WITNESS my hand and official seal.

Edward Portin
Notary Public

My commission expires: My Commission Expires 7-6-2002

Julian

A parcel of land located in part of Lot 3, Lot 4, and the SE¼NW¼ of Section 6, T.33N., R.109W., and part of Lot 3 and Lot 4 of Section 31, T.34N., R.109W., 6th P.M., Sublette County, Wyoming, more particularly described as follows:

In Part Of Lot 3 And The SE¼NW¼, Section 6, T.33N., R109W.

Commencing at the northeast corner (1/4 corner) of Lot 3;

thence proceeding N.89°53'40"W., along the north line of said Lot 3, a distance of 878.46 feet to the true point of beginning;

thence S.00°32'01"E., a distance of 662.27 feet;

thence S.43°02'10"E., a distance of 437.20 feet to a point on the centerline of that certain right-of-way easement of record in the Office of the Clerk of Sublette County in Book 49 of Miscellaneous Records on Page 158;

thence S.06°16'49"W., along said centerline, a distance of 190.94 feet;

thence S.65°17'22"W., a distance of 187.00 feet;

thence S.22°37'51"W., a distance of 81.18 feet;

thence S.04°27'30"W., a distance of 134.97 feet;

thence N.89°53'09"W., a distance of 510.43 feet to a point on the west line of said SE¼NW¼;

thence N.00°32'46"W., along said west line, a distance of 134.59 feet to the southwest corner (NW1/16 corner) of said Lot 3;

thence N.00°32'01"W., along the west line of Lot 3, a distance of 1324.54 feet to the northwest corner (W1/16 corner) of said Lot 3;

thence S.89°53'40"E., along the north line of said Lot 3, a distance of 452.00 feet to the point of beginning, encompassing 18.145 acres, more or less.

In Lot 4, Section 6, T.33N., R109W.

S½ Lot 4, Section 6, T.33N., R.109W., encompassing 17.506 acres, more or less.

In Part Of Lot 3 and Lot 4, Section 31, T.34N., R109W.

Beginning at the northwest corner (1/4 corner) of Lot 3;

thence proceeding S.89°53'13"E., along the north line of said Lot 3, a distance of 670.12 feet;

thence S.00°03'31"W., a distance of 2670.04 feet to a point on the south line of said Lot 4, Section 31, T.34N., R.109W.;

thence N.89°53'40"W., along said south line, a distance of 672.98 feet to the southwest corner (section corner) of said Lot 4;

thence N.00°07'12"E., along the west lines of said Lot 3 and Lot 4, a distance of 2670.13 feet to the point of beginning, encompassing 41.164 acres, more or less.

The entire acreage encompassed by the above descriptions totals 76.815 acres, more or less, and all boundary corners are monumented as shown on the plat of survey of record in the Office of the Clerk of Sublette County in Book 67 of Miscellaneous Records on Page 625.

EXHIBIT "A"

CLARK ESTATE

LATERAL 3

A strip of land 30 feet in width located in Lot 4, Section 31, T.34N., R.109W., 6th P.M., Sublette County, Wyoming, with sidelines located 15 feet on each side of the following described centerline:

Commencing at the southeast corner of said Lot 4 (W1/16 corner); thence N 89°53'40" W, along the south line of said Lot 4, a distance of 1150.82 feet to the southwest corner of said Lot 4 (section corner);
thence N 23°05'22" E, a distance of 1066.22 feet to the POINT OF BEGINNING;
thence S 44°50'38" E, a distance of 33.17 feet; thence S 47°56'04" E, a distance of 48.69 feet; thence S 46°51'04" E, a distance of 49.03 feet; thence S 44°05'12" E, a distance of 50.19 feet; thence S 40°12'24" E, a distance of 51.11 feet; thence S 34°40'12" E, a distance of 62.06 feet; thence S 30°35'36" E, a distance of 67.93 feet; thence S 29°53'44" E, a distance of 77.98 feet; thence S 30°22'49" E, a distance of 92.04 feet; thence S 26°04'17" E, a distance of 82.08 feet; thence S 20°08'47" W, a distance of 37.05 feet; thence S 18°07'29" W, a distance of 87.06 feet; thence S 12°21'42" W, a distance of 53.06 feet; thence S 15°10'31" W, a distance of 107.94 feet; thence S 23°29'30" W, a distance of 96.37 feet; thence S 18°25'46" W, a distance of 78.35 feet; thence S 5°28'31" W, a distance of 47.09 feet to the POINT OF ENDING.

EXHIBIT "B"

Nancy

A parcel of land located in part of Lot 4, Section 6, T.33N., R109W., part of Lot 1, Section 1, T.33N., R110W., and parts of Lot 3 and Lot 4, Section 31, T.34N., R.109W., 6th P.M., Sublette County, Wyoming, more particularly described as follows:

In Lot 4, Section 6, T.33N., R109W.

N½ Lot 4, Section 6, T.33N., R.109W., encompassing 17.489 acres, more or less.

In Lot 1, Section 1, T.33N., R110W.

Beginning at the northeast corner of said Section 1;

thence proceeding S.00°26'32"E., along the east line of Lot 1, a distance of 1322.36 feet to the southeast corner (N1/16 corner) of said Lot 1;

thence S.89°23'53"W., along the south line of said Lot 1, a distance of 639.50 feet to the southeast corner of the Merritt Lot Division, a lot division of record in the Office of the Clerk of Sublette County;

thence N.00°24'53"W., along the east line of the Merritt Lot Division, a distance of 491.73 feet;

thence N.56°05'10"W., along the northeast boundary of said lot division, a distance of 43.01 feet;

thence N.35°02'02"W., along the northeast boundary of said lot division, a distance of 179.34 feet;

thence S.89°36'23"W., along the north line of said lot division, a distance of 543.76 feet to a point on the west line of Lot 1 (of Section 1), said point being the northwest corner of said Merritt Lot Division;

thence N.00°22'16"W., along the west line of said Lot 1, a distance of 666.06 feet to the northwest corner (E1/16 corner) of Lot 1;

thence N.89°49'02"E., along the north line of said Lot 1, a distance of 1319.56 feet, to the point of beginning, encompassing 30.133 acres, more or less.

In Lot 3 and Lot 4, Section 31, T.34N., R109W.

Commencing at the northwest corner (1/4 corner) of said Lot 3;

thence proceeding S.89°53'13"E., along the north line of said Lot 3, a distance of 670.12 feet to the true point of beginning;

thence continuing S.89°53'13"E., along said north line, a distance of 475.79 feet to the northeast corner (CW1/16 corner) of said Lot 3;

thence S.00°00'53"W., along the east lines of Lot 3 and Lot 4, a distance of 2669.98 feet to the southeast corner (W1/16 corner) of said Lot 4;

thence N.89°53'40"W., along the south line of said Lot 4, a distance of 477.84 feet;

thence N.00°03'31"E., a distance of 2670.04 feet, to the point of beginning, encompassing 29.226 acres, more or less.

The entire acreage encompassed by the above descriptions totals 76.848 acres, more or less, and all boundary corners are monumented as shown on the plat of survey of record in the Office of the Clerk of Sublette County in Book 67 of Miscellaneous Records on Page 625.

C:\PLS\CLARKEST\97412\NANCY

EXHIBIT "C"

1015A

273794

RECORDED June 29 99 M
IN BOOK 20 MISC PAGE 24
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Tracey L Hoover

EASEMENT

I, JULIAN C. CLARK, 8248 Acoma Way, Denver, CO 80221, hereby referred to as Grantor, in consideration of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby convey and release to MARY LOU MARINER, P.O. Box 5065, Ruidoso, NM 88345, Grantee, an easement and right of way for the irrigation ditches, hereinafter and more particularly designated and described, over and across land owned by Grantor described in Exhibit "A" attached hereto and situated in the County of Sublette, State of Wyoming and more particularly described as follows:

> A 30 foot wide easement with a centerline as described in Exhibit "B" attached hereto for those portions of said description which are located on the real property described in Exhibit "A", attached hereto.

The right of way hereby conveyed and released is for the sole purpose of maintaining, repairing, controlling water flow and all other purposes related to irrigation through said ditch and/or laterals over and across the above-described land and for all purposes related to irrigation through said irrigation ditch or ditches and their laterals and/or collection of water in any recovery ditch. However, it is further agreed that before grantee, his heirs, successors and/or assigns enter onto the property of the Grantor for the purpose of maintenance and/or repair of the ditch or its laterals by use of heavy equipment, he shall give Grantor, his heirs, successors or assigns notice of his intent and Grantee, his heirs, successors or assigns shall perform said maintenance and repairs in the least intrusive manner reasonably practical and cause the least amount of interference with the Grantor's land as reasonably practical.

This Grant of Easement shall run with the land and shall be binding on and inure to the benefit of the parties hereto and their heirs, successors and assigns, and this Easement is for the benefit of and appurtenant to that land or any portion thereof, which is the dominate estate and which is located in the County of Sublette, State of Wyoming, described as follows:

> See Exhibit "C" attached hereto and by this reference incorporated herein.

Grantor reserves or retains the right at all times hereinafter to take water from the canal at any place and at any time when such water can be obtained by gravity flow from the canal, for the purposes of irrigating the above-described land of Grantor for which Grantor has adjudicated water rights. Grantor further reserves the right to construct bridges or passage ways over the ditches and/or laterals as such places may be convenient and necessary for the use and operation of his own land.

IN WITNESS WHEREOF, we have hereunto set our hands this 5th day of October, 1998.

Julian C. Clark
JULIAN C. CLARK

STATE OF Colorado)
) ss
COUNTY OF Adams)

The foregoing instrument was acknowledged before me by JULIAN C. CLARK this 5th day of October, 1998.

WITNESS my hand and official seal.

Edward Ponton
Notary Public

My commission expires: My Commission Expires 7-6-2002

WILSON LAND SURVEYING

Prepared: December 2, 1997

Julian

A parcel of land located in part of Lot 3, Lot 4, and the SE¼NW¼ of Section 6, T.33N., R.109W., and part of Lot 3 and Lot 4 of Section 31, T.34N., R.109W., 6th P.M., Sublette County, Wyoming, more particularly described as follows:

In Part Of Lot 3 And The SE¼NW¼, Section 6, T.33N., R109W.

Commencing at the northeast corner (1/4 corner) of Lot 3;

thence proceeding N.89°53'40"W., along the north line of said Lot 3, a distance of 878.46 feet to the true point of beginning;

thence S.00°32'01"E., a distance of 662.27 feet;

thence S.43°02'10"E., a distance of 437.20 feet to a point on the centerline of that certain right-of-way easement of record in the Office of the Clerk of Sublette County in Book 49 of Miscellaneous Records on Page 158;

thence S.06°16'49"W., along said centerline, a distance of 190.94 feet;

thence S.65°17'22"W., a distance of 187.00 feet;

thence S.22°37'51"W., a distance of 81.18 feet;

thence S.04°27'30"W., a distance of 134.97 feet;

thence N.89°53'09"W., a distance of 510.43 feet to a point on the west line of said SE¼NW¼;

thence N.00°32'46"W., along said west line, a distance of 134.59 feet to the southwest corner (NW1/16 corner) of said Lot 3;

thence N.00°32'01"W., along the west line of Lot 3, a distance of 1324.54 feet to the northwest corner (W1/16 corner) of said Lot 3;

thence S.89°53'40"E., along the north line of said Lot 3, a distance of 452.00 feet to the point of beginning, encompassing 18.145 acres, more or less.

In Lot 4, Section 6, T.33N., R109W.

S½ Lot 4, Section 6, T.33N., R.109W., encompassing 17.506 acres, more or less.

In Part Of Lot 3 and Lot 4, Section 31, T.34N., R109W.

Beginning at the northwest corner (1/4 corner) of Lot 3;

thence proceeding S.89°53'13"E., along the north line of said Lot 3, a distance of 670.12 feet;

thence S.00°03'31"W., a distance of 2670.04 feet to a point on the south line of said Lot 4, Section 31, T.34N., R.109W.;

thence N.89°53'40"W., along said south line, a distance of 672.98 feet to the southwest corner (section corner) of said Lot 4;

thence N.00°07'12"E., along the west lines of said Lot 3 and Lot 4, a distance of 2670.13 feet to the point of beginning, encompassing 41.164 acres, more or less.

EXHIBIT "A"

The entire acreage encompassed by the above descriptions totals 76.815 acres, more or less, and all boundary corners are monumented as shown on the plat of survey of record in the Office of the Clerk of Sublette County in Book 67 of Miscellaneous Records on Page 625.

C:\PLS\CLARKEST\97412\JULIAN

A strip of land30 feet in width located in Lot 1, Section 1, T.33N., R110W.; the NW¼ and SW¼NE¼ of Section 6, T.33N., R.109W., 6th P.M., Sublette County, Wyoming, with sidelines located 15 feet on each side of the following described centerline:

BEGINNING at a point on the west line of said Lot 1 which bears S 00°22'16" E, a distance of 81.37 feet from the northwest corner of said Lot 1 (E1/16 corner);
thence S 59°53'49" E, a distance of 28.24 feet; thence S 20°38'19" E, a distance of 35.73 feet;
thence S 7°34'15" E, a distance of 123.57 feet; thence S 36°28'40" E, a distance of 36.67 feet;
thence S 55°28'41" E, a distance of 68.76 feet; thence S 39°51'15" E, a distance of 137.53 feet;
thence S 58°27'43" E, a distance of 88.08 feet; thence S 59°14'36" E, a distance of 101.28 feet;
thence S 61°28'48" E, a distance of 151.27 feet; thence S 43°59'51" E, a distance of 80.40 feet;
thence S 35°19'00" E, a distance of 155.37 feet; thence S 45°16'58" E, a distance of 65.64 feet;
thence S 70°13'16" E, a distance of 175.52 feet; thence S 71°35'46" E, a distance of 68.55 feet;
thence S 65°34'37" E, a distance of 53.97 feet; thence S 72°34'37" E, a distance of 168.63 feet;
thence S 63°28'25" E, a distance of 111.27 feet; thence S 54°39'06" E, a distance of 67.93 feet;
thence S 39°13'21" E, a distance of 55.27 feet; thence S 53°59'26" E, a distance of 35.20 feet;
thence S 72°31'43" E, a distance of 29.35 feet; thence S 80°34'08" E, a distance of 76.01 feet;
thence S 68°59'56" E, a distance of 57.19 feet; thence S 62°01'36" E, a distance of 54.92 feet;
thence S 70°48'51" E, a distance of 66.71 feet; thence S 52°48'29" E, a distance of 74.97 feet;
thence S 45°34'60" E, a distance of 47.59 feet; thence S 73°34'51" E, a distance of 21.65 feet;
thence N 78°20'14" E, a distance of 24.49 feet; thence N 53°13'51" E, a distance of 58.70 feet;
thence N 32°30'51" E, a distance of 75.53 feet; thence N 43°22'26" E, a distance of 42.86 feet;
thence N 55°07'10" E, a distance of 41.51 feet; thence N 73°52'11" E, a distance of 36.98 feet;
thence N 81°57'53" E, a distance of 105.43 feet; thence N 87°09'56" E, a distance of 59.22 feet;
thence S 82°42'18" E, a distance of 71.64 feet; thence S 75°08'12" E, a distance of 121.05 feet;
thence S 57°40'16" E, a distance of 45.74 feet; thence S 71°34'06" E, a distance of 117.83 feet;
thence S 63°16'49" E, a distance of 96.39 feet; thence S 69°54'48" E, a distance of 126.19 feet;
thence S 68°10'01" E, a distance of 137.71 feet; thence S 72°21'54" E, a distance of 165.29 feet;
thence S 63°58'44" E, a distance of 45.03 feet; thence S 59°13'04" E, a distance of 219.71 feet;
thence S 19°11'30" E, a distance of 41.16 feet; thence S 32°56'42" E, a distance of 44.31 feet;
thence S 73°35'43" E, a distance of 27.66 feet; thence N 84°25'36" E, a distance of 85.93 feet;
thence N 2°19'56" E, a distance of 17.15 feet; thence N 87°58'54" E, a distance of 37.67 feet;
thence S 63°48'41" E, a distance of 44.92 feet; thence S 82°02'04" E, a distance of 26.25 feet;
thence N 82°34'22" E, a distance of 129.24 feet; thence S 88°48'33" E, a distance of 30.53 feet;
thence S 69°36'07" E, a distance of 25.20 feet; thence S 60°23'26" E, a distance of 78.70 feet;
thence S 52°07'13" E, a distance of 61.92 feet; thence S 45°49'15" E, a distance of 106.63 feet;
thence S 60°31'23" E, a distance of 92.20 feet; thence S 55°30'19" E, a distance of 55.44 feet to the POINT OF ENDING.

EXHIBIT "B"

C:\PLS\CLARKEST\97412METZLGL July 30, 1998 Prepared by: Wilson Land Surveying

WILSON LAND SURVEYING

Prepared: December 2, 1997

Mary Lou

A parcel of land located in part of Lot 3 and the SE¼NW¼ of Section 6, T.33N., R.109W., 6th P.M., Sublette County, Wyoming, more particularly described as follows:

Beginning at the northeast corner (1/4 corner) of said Lot 3;

thence proceeding S.00°00'17"W., along the east line of said Lot 3, a distance of 1324.67 feet to the northeast corner (CN1/16 corner) of said SE¼NW¼;

thence S.00°00'23"W., along the east line of said SE¼NW¼, a distance of 285.67 feet to the northeast corner of the Mariner tract, a parcel of land described in that certain document of record in the Office of the Clerk of Sublette County in Book 16 of Warranty Deeds on Page 306;

thence N.89°47'35"W., along the north line of the Mariner tract, a distance of 686.01 feet to the northwest corner of said tract;

thence S.00°00'23"W., along the west line of the Mariner tract, a distance of 634.97 feet to the southwest corner of said tract;

thence S.89°47'35"E., along the south line of the Mariner tract, a distance of 686.01 feet to the southeast corner of said tract, said corner being on the east line of said SE¼NW¼;

thence S.00°00'23"W., along said east line, a distance of 408.18 feet to the southeast corner (C1/4 corner) of said SE¼NW¼;

thence N.89°41'07"W., along the south line of said SE¼NW¼, a distance of 652.84 feet to the C-E-W1/64 corner of said Section 6;

thence N.89°40'40"W., along said south line, a distance of 652.42 feet to the southwest corner (CW1/16 corner) of said SE¼NW¼;

thence N.00°32'46"W., along the west line of said SE¼NW¼, a distance of 1189.66 feet;

thence S.89°53'09E., a distance of 510.43 feet;

thence N.04°27'30"E., a distance of 134.97 feet;

thence N.22°37'51"E., a distance of 81.18 feet;

thence N.65°17'22"E., a distance of 187.00 feet to a point on the centerline of that certain right-of-way easement of record in the Office of the Clerk of Sublette County in Book 49 of Miscellaneous Records on Page 158;

thence N.06°16'49"E., along said centerline, a distance of 190.94 feet;

thence N.43°02'10"W., a distance of 437.20 feet;

thence N.00°32'01"W., a distance of 662.27 feet to a point on the north line of said Lot 3;

thence S.89°53'40"E., along said north line, a distance of 878.46 feet to the point of beginning, encompassing 52.065 acres, more or less.

All points and corners monumented as shown on the plat of survey of record in the Office of the Clerk of Sublette County in Book 67 of Miscellaneous Records on Page 625.

C:\PLS\CLARKEST\97412\MARYLOU

EXHIBIT "C"

273795

RECORDED June 29 1999 10:15A M
IN BOOK 70 MISC PAGE 29
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Noover

EASEMENT

I, JULIAN C. CLARK, 8248 Acoma Way, Denver, CO 80221, hereby referred to as Grantor, in consideration of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby convey and release to H. ROYER CLARK, 1705 E. 15th, Casper, WY 82601, Grantee, an easement and right of way for the irrigation ditches, hereinafter and more particularly designated and described, over and across land owned by Grantor described in Exhibit "A" attached hereto and situated in the County of Sublette, State of Wyoming and more particularly described as follows:

> A 30 foot wide easement with a centerline as described in Exhibit "B" attached hereto for those portions of said description which are located on the real property described in Exhibit "A", attached hereto.

The right of way hereby conveyed and released is for the sole purpose of maintaining, repairing, controlling water flow and all other purposes related to irrigation through said ditch and/or laterals over and across the above-described land and for all purposes related to irrigation through said irrigation ditch or ditches and their laterals and/or collection of water in any recovery ditch. However, it is further agreed that before grantee, his heirs, successors and/or assigns enter onto the property of the Grantor for the purpose of maintenance and/or repair of the ditch or its laterals by use of heavy equipment, he shall give Grantor, his heirs, successors or assigns notice of his intent and Grantee, his heirs, successors or assigns shall perform said maintenance and repairs in the least intrusive manner reasonably practical and cause the least amount of interference with the Grantor's land as reasonably practical.

This Grant of Easement shall run with the land and shall be binding on and inure to the benefit of the parties hereto and their heirs, successors and assigns, and this Easement is for the benefit of and appurtenant to that land or any portion thereof, which is the dominate estate and which is located in the County of Sublette, State of Wyoming, described as follows:

> See Exhibit "C" attached hereto and by this reference incorporated herein.

Grantor reserves or retains the right at all times hereinafter to take water from the canal at any place and at any time when such water can be obtained by gravity flow from the canal, for the purposes of irrigating the above-described land of Grantor for which Grantor has adjudicated water rights. Grantor further reserves the right to construct bridges or passage ways over the ditches and/or laterals as such places may be convenient and necessary for the use and operation of his own land.

IN WITNESS WHEREOF, we have hereunto set our hands this 5th day of October, 1998.

Julian C Clark
JULIAN C. CLARK

STATE OF Colorado)
) ss
COUNTY OF Adams)

The foregoing instrument was acknowledged before me by JULIAN C. CLARK this 5th day of October, 1998.

WITNESS my hand and official seal.

Edward Lenton
Notary Public

My commission expires: My Commission Expires 7-6-2002

Julian

A parcel of land located in part of Lot 3, Lot 4, and the SE¼NW¼ of Section 6, T.33N., R.109W., and part of Lot 3 and Lot 4 of Section 31, T.34N., R.109W., 6th P.M., Sublette County, Wyoming, more particularly described as follows:

In Part Of Lot 3 And The SE¼NW¼, Section 6, T.33N., R109W.

Commencing at the northeast corner (1/4 corner) of Lot 3;

thence proceeding N.89°53'40"W., along the north line of said Lot 3, a distance of 878.46 feet to the true point of beginning;

thence S.00°32'01"E., a distance of 662.27 feet;

thence S.43°02'10"E., a distance of 437.20 feet to a point on the centerline of that certain right-of-way easement of record in the Office of the Clerk of Sublette County in Book 49 of Miscellaneous Records on Page 158;

thence S.06°16'49"W., along said centerline, a distance of 190.94 feet;

thence S.65°17'22"W., a distance of 187.00 feet;

thence S.22°37'51"W., a distance of 81.18 feet;

thence S.04°27'30"W., a distance of 134.97 feet;

thence N.89°53'09"W., a distance of 510.43 feet to a point on the west line of said SE¼NW¼;

thence N.00°32'46"W., along said west line, a distance of 134.59 feet to the southwest corner (NW1/16 corner) of said Lot 3;

thence N.00°32'01"W., along the west line of Lot 3, a distance of 1324.54 feet to the northwest corner (W1/16 corner) of said Lot 3;

thence S.89°53'40"E., along the north line of said Lot 3, a distance of 452.00 feet to the point of beginning, encompassing 18.145 acres, more or less.

In Lot 4, Section 6, T.33N., R109W.

S½ Lot 4, Section 6, T.33N., R.109W., encompassing 17.506 acres, more or less.

In Part Of Lot 3 and Lot 4, Section 31, T.34N., R109W.

Beginning at the northwest corner (1/4 corner) of Lot 3;

thence proceeding S.89°53'13"E., along the north line of said Lot 3, a distance of 670.12 feet;

thence S.00°03'31"W., a distance of 2670.04 feet to a point on the south line of said Lot 4, Section 31, T.34N., R.109W.;

thence N.89°53'40"W., along said south line, a distance of 672.98 feet to the southwest corner (section corner) of said Lot 4;

thence N.00°07'12"E., along the west lines of said Lot 3 and Lot 4, a distance of 2670.13 feet to the point of beginning, encompassing 41.164 acres, more or less.

The entire acreage encompassed by the above descriptions totals 76.815 acres, more or less, and all boundary corners are monumented as shown on the plat of survey of record in the Office of the Clerk of Sublette County in Book 67 of Miscellaneous Records on Page 625.

EXHIBIT "A"

CLARK ESTATE

METZ DITCH

A strip of land30 feet in width located in Lot 1, Section 1, T.33N., R110W.; the NW¼ and SW¼NE¼ of Section 6, T.33N., R.109W., 6th P.M., Sublette County, Wyoming, with sidelines located 15 feet on each side of the following described centerline:

BEGINNING at a point on the west line of said Lot 1 which bears S 00°22'16" E, a distance of 81.37 feet from the northwest corner of said Lot 1 (E1/16 corner);
thence S 59°53'49" E, a distance of 28.24 feet; thence S 20°38'19" E, a distance of 35.73 feet;
thence S 7°34'15" E, a distance of 123.57 feet; thence S 36°28'40" E, a distance of 36.67 feet;
thence S 55°28'41" E, a distance of 68.76 feet; thence S 39°51'15" E, a distance of 137.53 feet;
thence S 58°27'43" E, a distance of 88.08 feet; thence S 59°14'36" E, a distance of 101.28 feet;
thence S 61°28'48" E, a distance of 151.27 feet; thence S 43°59'51" E, a distance of 80.40 feet;
thence S 35°19'00" E, a distance of 155.37 feet; thence S 45°16'58" E, a distance of 65.64 feet;
thence S 70°13'16" E, a distance of 175.52 feet; thence S 71°35'46" E, a distance of 68.55 feet;
thence S 65°34'37" E, a distance of 53.97 feet; thence S 72°34'37" E, a distance of 168.63 feet;
thence S 63°28'25" E, a distance of 111.27 feet; thence S 54°39'06" E, a distance of 67.93 feet;
thence S 39°13'21" E, a distance of 55.27 feet; thence S 53°59'26" E, a distance of 35.20 feet;
thence S 72°31'43" E, a distance of 29.35 feet; thence S 80°34'08" E, a distance of 76.01 feet;
thence S 68°59'56" E, a distance of 57.19 feet; thence S 62°01'36" E, a distance of 54.92 feet;
thence S 70°48'51" E, a distance of 66.71 feet; thence S 52°48'29" E, a distance of 74.97 feet;
thence S 45°34'60" E, a distance of 47.59 feet; thence S 73°34'51" E, a distance of 21.65 feet;
thence N 78°20'14" E, a distance of 24.49 feet; thence N 53°13'51" E, a distance of 58.70 feet;
thence N 32°30'51" E, a distance of 75.53 feet; thence N 43°22'26" E, a distance of 42.86 feet;
thence N 55°07'10" E, a distance of 41.51 feet; thence N 73°52'11" E, a distance of 36.98 feet;
thence N 81°57'53" E, a distance of 105.43 feet; thence N 87°09'56" E, a distance of 59.22 feet;
thence S 82°42'18" E, a distance of 71.64 feet; thence S 75°08'12" E, a distance of 121.05 feet;
thence S 57°40'16" E, a distance of 45.74 feet; thence S 71°34'06" E, a distance of 117.83 feet;
thence S 63°16'49" E, a distance of 96.39 feet; thence S 69°54'48" E, a distance of 126.19 feet;
thence S 68°10'01" E, a distance of 137.71 feet; thence S 72°21'54" E, a distance of 165.29 feet;
thence S 63°58'44" E, a distance of 45.03 feet; thence S 59°13'04" E, a distance of 219.71 feet;
thence S 19°11'30" E, a distance of 41.16 feet; thence S 32°56'42" E, a distance of 44.31 feet;
thence S 73°35'43" E, a distance of 27.66 feet; thence N 84°25'36" E, a distance of 85.93 feet;
thence N 2°19'56" E, a distance of 17.15 feet; thence N 87°58'54" E, a distance of 37.67 feet;
thence S 63°48'41" E, a distance of 44.92 feet; thence S 82°02'04" E, a distance of 26.25 feet;
thence N 82°34'22" E, a distance of 129.24 feet; thence S 88°48'33" E, a distance of 30.53 feet;
thence S 69°36'07" E, a distance of 25.20 feet; thence S 60°23'26" E, a distance of 78.70 feet;
thence S 52°07'13" E, a distance of 61.92 feet; thence S 45°49'15" E, a distance of 106.63 feet;
thence S 60°31'23" E, a distance of 92.20 feet; thence S 55°30'19" E, a distance of 55.44 feet to the POINT OF ENDING.

EXHIBIT "B"

C:\PLS\CLARKEST\97412METZLGL

July 30, 1998

Prepared by: Wilson Land Surveying

Royer

A parcel of land consisting of Lot 2 and the SW¼NE¼ of Section 6, T.33N., R.109W., 6th P.M., Sublette County, Wyoming.

Said parcel encompasses 81.139 acres, more or less, and all boundary corners are monumented as shown on the plat of survey of record in the Office of the Clerk of Sublette County in Book 67 of Miscellaneous Records on Page 625.

EXHIBIT "C"

STATE OF WYOMING)
: ss.
County of Fremont)

AFFIDAVIT ESTABLISHING TERMINATION OF ESTATE BY ENTIRETIES

Hugh R. Frohbieter, of lawful age, being first duly sworn upon his oath, deposes and says:

1. That he is the surviving spouse of MILDRED I. FROHBIETER who died in Fremont County, Wyoming on the 4th day of September, 1998; that there is attached hereto a copy of the official death certificate of said Mildred I. Frohbieter, certified to by Lucinda McCaffrey, Deputy State Registrar of Vital Records Services of the State of Wyoming, the public authority in which such original death certificate is now a matter of record.

2. The Affiant and the deceased, Mildred I. Frohbieter, were, at the time of her death, the owners as husband and wife of an estate in and to the following described real estate, to-wit:

S½SW¼NW¼ Section 3, Township 36 North, Range 113W of the 6th P.M. Sublette County, State of Wyoming

3. That said estate by the entireties was vested in Affiant and his deceased wife by a Warranty Deed from Hoback Ranches, a Wyoming Corporation, as Grantor, conveying said property to Hugh R. Frohbieter and Mildred I. Frohbieter, husband and wife, as Grantees, dated September 7, 1977, and recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming on April 1, 1982 in Book 23 of Deed at Page 332.

4. That said estate by the entireties was terminated by the death of said Mildred I. Frohbieter, and that Affiant, as the surviving spouse of the deceased, is now sole owner of the above described real estate, and this Affidavit is made and placed of record for the purpose of establishing Affiant's sole ownership as aforesaid in compliance with and according to the provisions of Section 2-9-102, Wyoming Statutes Annotated, 1997.

DATED this 28 day of June, 1999.

Hugh R. Frohbieter
Hugh R. Frohbieter

Subscribed and sworn to before me this 28th day of June, 1999.

WITNESS my hand and official seal.

Notary Public

273845

RECORDED June 30 1999 12:30 PM
IN BOOK 70 Misc. PAGE 34
FEES $ 8.00 May COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

CERTIFICATION [redacted] AL RECORD

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 1351 — 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.)
Mildred	Irene	Frohbieter	Female	September 4, 1998

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.)
520-32-2017	64					February 10, 1934

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
12646 Hwy 26,	Riverton	Fremont

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	Hugh Robert Frohbieter

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

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Fremont	Riverton	12646 Hwy 26

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	12	2

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
Alfred	Martin	Peterson	Laura	Christine	Neilsen

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Hugh R. Frohbieter	Husband

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
12646 Hwy 26,	Riverton,	Wyoming	82501

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	Sept. 8, 1998	Mountain View Cemetery	Riverton, Wyoming

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature) Number	21b. NAME OF FACILITY Number	21c. ADDRESS OF FACILITY
▶ Robert B Davis 392	Davis Funeral Home Inc.77	2203 W. Main, Riverton, 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) ▶ Joanne Hedgecock M.D.

22b. DATE SIGNED (Mo., Day, Yr.) 9-11-98

22c. HOUR OF DEATH 3:55 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) ▶ Robert B Davis Dep. Coroner

23b. DATE SIGNED (Mo., Day, Yr.) Sept. 10, 1998

23c. HOUR OF DEATH 3:55 P M

23d. PRONOUNCED DEAD (Mo., Day, Yr.) Sept. 4, 1998

23e. PRONOUNCED DEAD (Hour) 5:15 P M

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print) Joanne Hedgecock, M.D., 511 N. 12th E.,& Robert B. Davis, Dep. cor.,111 Davis, Riverton, Wy 82501

25a. REGISTRAR (Signature) ▶ Robert B Davis

25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) Sept 15, 1998

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.	metastatic ovarian cancer	4 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.	DUE TO (OR AS A CONSEQUENCE OF):	

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

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

SEP 17 1998

VR 2-89
8/97 15M

061621

This is a true and exact reproduction of the document on file in the office of Vital Records Services, Cheyenne, Wyoming

DATE ISSUED: SEP 17 1998

Lucinda McCall
Deputy State Registrar

This copy is not valid unless prepared on paper with an engraved border displaying the date, seal and signature of the Deputy State Registrar

VITAL RECORDS SERVICES SEAL WYOMING

American Bank Note Company

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: BARBER CREEK ESTATES, LLC, 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 TALLI ROSE MANNING; BETTY LOU McLOUGHLIN; ROBERT GLENN DEXTER, MONIKA W. DEXTER and JAYMI JOSEPHINE DEXTER; DWAYNE THOMAS DEXTER; CINDY LOU JONES, ANDREA DAWN JONES and CASEY DYLAN JONES; LaDONNA KAY McGUIRE and PAUL RYAN McGUIRE; and their respective members, officers, guests, heirs, successors, and assigns, hereinafter referred to as "Grantees," a non-exclusive access and utility easement over and across the lands described below, to wit:

See Exhibit A, which is attached hereto and which is by this reference incorporated herein as though set forth in full.

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

The easement herein granted shall be perpetual, and is appurtenant to the lands described in Exhibit B, which is attached hereto and which is by this reference incorporated herein as though set forth in full.

WITNESS MY HAND this 30 day of June, 1999.

Melvin L. McLoughlin
MELVIN L. McLOUGHLIN
Member

State of Wyoming }
: ss
County of Sublette }

Before me this 30 day of June, 1999 appeared Melvin L. McLoughlin, who stated upon his oath that he is a member of the Barber Creek Estates, LLC, that he did sign the foregoing document on behalf of Barber Creek Estates, LLC pursuant to a resolution of the members of the Barber Creek Estates, LLC, and that his signature was the act of Barber Creek Estates, LLC.

Witness my hand and official seal.

DISNEY BRUNETTE - Notary Public
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER 17, 2002

Disney Brunette
Notary Public

My commission expires 10-17-02.

273860

RECORDED June 1 1999 4:00 P M
IN BOOK 70 Misc PAGE 36
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kate Page

EXHIBIT A to RIGHT OF WAY EASEMENT:
BARBER CREEK ESTATES, LLC to THE TALLI ROSE MANNING, ET AL.

(Describing an access and utility easement for certain lands located in SW¼SW¼ Section 28; SE¼ Section 29, N½NE¼ Section 32, and NW¼NW¼ Section 33, all in T.34N., R.109W., 6th P.M., Sublette County, Wyoming, to wit:)

A strip of land sixty (60) feet in width, located in the SW¼SE¼ of Section 29, T.34N., R.109W., 6th P.M., Sublette County, Wyoming, with the right or southwesterly sideline being more particularly described as follows:

Commencing at the southwest corner of said SW¼SE¼ (S¼ corner);

thence N.00°33'24" E., along the west line of said SW¼SE¼, a distance of 887.00 feet to the northwest corner of the Henry Neil Sommer parcel described in Book 13 of Warranty Deeds on Page 532 in the Office of the Clerk of Sublette County, and the true **Point of Beginning**;

thence S.36°08'57"E., along the northeasterly line of said Henry Neil Sommer parcel, a distance of 1100.80 feet to a point on the south line of said SW¼SE¼, monumented with a steel "T" shaped stake with cap marked "SURVEY POINT RLS 164 DO NOT DISTURB", said point being identical to the southeast corner of the Henry Neil Sommer parcel and the **Point of Ending** for said strip.

The left, or northeasterly sideline shall run parallel to the right, or southwesterly sideline, and shall extend as necessary to intersect with the west and south lines of said SW¼SE¼.

EXHIBIT B to RIGHT OF WAY EASEMENT:
BARBER CREEK ESTATES, LLC to THE TALLI ROSE MANNING, ET AL.

Describing the lands benefitted by a certain access and utility easement in the SW¼SE¼ of Section 29, T.34N., R.109W., 6th P.M., Sublette County, Wyoming, to wit:

Said easement shall be appurtenant to the following described lands, to the benefit of their owners, guests, and successors in interest, in perpetuity:

A. That certain real property which is described in Book 11 of Quit Claim Deeds, page 709, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by the Talli Rose Manning.

B. That certain real property which is described in Book 12 of Quit Claim Deeds, page 425, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by Betty Lou McLoughlin.

C. That certain real property which is described in Book 12 of Quit Claim Deeds, page 421, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by Cindy Lou Jones, Andrea Dawn Jones and Casey Dylan Jones as joint tenants.

D. That certain real property which is described in Book 12 of Quit Claim Deeds, page 417, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by LaDonna Kay McGuire and Paul Ryan McGuire as joint tenants.

E. That certain real property which is described in Book 11 of Quit Claim Deeds, page 695, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by Dwayne Thomas Dexter.

F. That certain real property which is described in Book 12 of Quit Claim Deeds, page 430, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by Dwayne Thomas Dexter.

G. That certain real property which is described in Book 11 of Quit Claim Deeds, page 693, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by Robert G. Dexter, Monika W. Dexter and Jaymi Josephine Dexter as joint tenants.

H. That certain real property which is described in Book 12 of Quit Claim Deeds, page 435, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by Robert Glenn Dexter, Monika W. Dexter and Jaymi Josephine Dexter as joint tenants.

I. That certain real property which is described in Book 12 of Quit Claim Deeds, page 220, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by Barber Creek Estates, LLC.

ABANDONMENT
AND VACATION OF EASEMENT

WHEREAS, on 10/26/77, by means of a Warranty Deed, **REDSTONE CORPORATION, a Wyoming corporation,** hereinafter referred to as Redstone, did grant and convey certain real property located in Sublette County, Wyoming, unto JOHN M. ANSELMI and PAUL D. ANSELMI; and,

WHEREAS, said Warranty Deed was recorded on 4/21/80 at Book 21 of Deeds, Page 545, in the office of the County Clerk, Sublette County, Wyoming; and,

WHEREAS, Redstone reserved a road easement over a portion of the real property conveyed in said Warranty Deed; and,

WHEREAS, said easement reads; "RESERVING UNTO GRANTOR an easement across SW1/4SE1/4 of Section 7 sixty (60) feet in width for a road following the existing road and an easement for the purpose of constructing a road across the North sixty (60) feet of NE1/4 of Section 7 and NW1/4 of Section 8, T.36N., R.110W."; and,

WHEREAS, Redstone no longer has a need for the reserved easement described as "...an easement for the purpose of constructing a road across the North sixty (60) feet of the NE1/4 of Section 7 and NW1/4 of Section 8, T.36N., R.110W."and desires to abandon and vacate same;

NOW THEREFORE, IN CONSIDERATION OF THE SUM OF TEN DOLLARS ($10.00) AND OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED;

REDSTONE CORPORATION, a Wyoming corporation, does hereby abandon, release and vacate that certain easement described as: An easement for the purpose of constructing a road across the North sixty (60) feet of NE1/4 of Section 7 and NW1/4 of Section 8, T.36N., R.110W., as reserved in that certain Warranty Deed recorded at Book 21 of Deeds, Page 545, in the office of the County Clerk, Sublette County, Wyoming;

REDSTONE CORPORATION, a Wyoming corporation does hereby covenant that the abandonment and vacation of this easement will not adversely affect the rights of third parties.

DATED this 28 day of June, 1999.

ATTEST:

SEAL

R J E Wood
Secretary / Assistant Secretary

SELLER:
REDSTONE CORPORATION,
A Wyoming Corporation:

BY: L A Sulenta
JOHN A. SULENTA, President

273916

11:20 A

RECORDED July 7 1999 M
IN BOOK 70 MISC PAGE 70
FEES $ 9.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING

By Barbara Pape

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Abandonment and Vacation of Easement** was acknowledged before me by REDSTONE CORPORATION, a Wyoming corporation, by JOHN A. SULENTA, its President and attested to and sealed by its Secretary/Assistant Secretary, this 28th day of June, 1999.

WITNESS my hand and official seal.

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/2002

Susan J. Hanson - Notary Public
County of Sublette
State of Wyoming
My Commission Expires Dec. 12, 2002

42

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: BETTY LOU McLOUGHLIN, a married woman dealing in her sole and separate property, and Melvin L. McLoughlin, her husband, who executes this Easement for the sole purpose of waiving his homestead rights; and LaDONNA KAY McGUIRE, a married woman dealing in her separate property, and PAUL RYAN McGUIRE, joint tenants, and William Paul McGuire, husband of LaDonna McGuire, who executes this Easement for the sole purpose of waiving his homestead rights, 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 BARBER CREEK ESTATES, LLC; ROBERT GLENN DEXTER, MONIKA W. DEXTER and JAYMI JOSEPHINE DEXTER; DWAYNE THOMAS DEXTER; CINDY LOU JONES, ANDREA DAWN JONES and CASEY DYLAN JONES; LaDONNA KAY McGUIRE and PAUL RYAN McGUIRE and their members, officers, guests, and successors in interest, hereinafter referred to as "Grantees," a non-exclusive access and utility easement over and across the lands described below, to wit:

See Exhibit A, attached hereto and incorporated herein as though set forth in full.

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

The easement herein granted shall be perpetual, and is appurtenant to the lands described in Exhibit B, attached hereto and incorporated herein as though set forth in full.

WITNESS OUR HANDS this 8 day of July, 1999.

Betty Lou McLoughlin
BETTY LOU McLOUGHLIN

Melvin L. McLoughlin
MELVIN L. McLOUGHLIN

LaDonna Kay McGuire
LaDONNA KAY McGUIRE

L. Ryan McGuire
PAUL RYAN McGUIRE

William Paul McGuire
WILLIAM PAUL McGUIRE

273935

RECORDED July 8 1999 3:00 PM
IN BOOK 70 MISC PAGE 42
FEES $12.00 Mary L Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hooker

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

The foregoing instrument was acknowledged before me by BETTY LOU McLOUGHLIN and MELVIN L. McLOUGHLIN this 8 day of July, 1999.

DISNEY BRUNETTE - Notary Public
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER 17, 2002

Disney Brunette
NOTARY PUBLIC

My Commission Expires: 10-17-02

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

The foregoing instrument was acknowledged before me by LaDONNA KAY McGUIRE, WILLIAM PAUL McGUIRE and PAUL RYAN McGUIRE this 8 day of July, 1999.

DISNEY BRUNETTE - Notary Public
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER 17, 2002

Disney Brunette
NOTARY PUBLIC

My Commission Expires: 10-17-02

EXHIBIT A to RIGHT OF WAY EASEMENT:
BETTY LOU McLOUGHLIN, et al. to BARBER CREEK ESTATES, LLC, et al.

(Describing an access and utility easement for certain lands located in SW¼SW¼ Section 28; SE¼ Section 29, N½NE¼ Section 32, and NW¼NW¼ Section 33, all in T.34N., R.109W., 6th P.M., Sublette County, Wyoming, to wit:)

A strip of land sixty (60) feet in width, located in the NE¼NE¼ of Section 32, T.34N., R.109W., 6th P.M., Sublette County, Wyoming, with sidelines thirty (30) feet on each side of the following described centerline:

Commencing at the northwest corner (E1/16 corner) of said NE¼NE¼ of Section 32;

thence S. 00°44'37" E., along the west line of said NE¼NE¼, a distance of 839.33 feet to the point of curvature of a non-tangent curve to the left, having a radius of 138.41 feet, a central angle of 14°15'53", and a chord length of 34.37 feet which bears S.69°48'34" E., said point being the **Point of Beginning;**

thence southeasterly along said curve, a distance of 34.46 feet;

thence S. 76°56'30" E., a distance of 148.21 feet to the point of curvature of a tangent curve to the left, having a radius of 214.37 feet, a central angle of 68°18'56", and a chord length of 240.72 feet which bears N. 68°54'02" E.;

thence easterly along said curve, a distance of 255.60 feet to the point of curvature of a compound curve to the left, having a radius of 917.85 feet, a central angle of 13°10'52", and a chord length of 210.69 feet which bears N. 28°09'08" E.;

thence northeasterly along said curve, a distance of 211.16 feet;

thence N. 21°33'41" E., a distance of 163.96 feet to the point of curvature of a tangent curve to the right, having a radius of 204.83 feet, a central angle of 33°37'06", and a chord length of 118.47 feet which bears N. 38°22'14" E.;

thence northeasterly along said curve, a distance of 120.18 feet;

thence N. 55°10'47" E., a distance of 64.44 feet to the **Point of Ending** for said strip.

The sidelines shall extend or shorten, as necessary, to intersect with the west line of said NE¼NE¼, and at each change in direction.

EXHIBIT B to RIGHT OF WAY EASEMENT:
BETTY LOU McLOUGHLIN, ET AL. to BARBER CREEK ESTATES, LLC, ET AL.

Describing the lands benefitted by a certain access and utility easement in the SW¼SE¼ of Section 29, T.34N., R.109W., 6th P.M., Sublette County, Wyoming, to wit:

Said easement shall be appurtenant to the following described lands, to the benefit of their owners, guests, and successors in interest, in perpetuity:

A. That certain real property which is described in Book 12 of Quit Claim Deeds, page 220, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by Barber Creek Estates, LLC.

B. That certain real property which is described in Book 12 of Quit Claim Deeds, page 425, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by Betty Lou McLoughlin.

C. That certain real property which is described in Book 12 of Quit Claim Deeds, page 421, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by Cindy Lou Jones, Andrea Dawn Jones and Casey Dylan Jones as joint tenants.

D. That certain real property which is described in Book 12 of Quit Claim Deeds, page 417, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by LaDonna Kay McGuire and Paul Ryan McGuire as joint tenants.

E. That certain real property which is described in Book 11 of Quit Claim Deeds, page 695, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by Dwayne Thomas Dexter.

F. That certain real property which is described in Book 12 of Quit Claim Deeds, page 430, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by Dwayne Thomas Dexter.

G. That certain real property which is described in Book 11 of Quit Claim Deeds, page 693, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by Robert G. Dexter, Monika W. Dexter and Jaymi Josephine Dexter as joint tenants.

H. That certain real property which is described in Book 12 of Quit Claim Deeds, page 435, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by Robert Glenn Dexter, Monika W. Dexter and Jaymi Josephine Dexter as joint tenants.

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF)
) ss Probate No. 1675
ARTHUR W. WEBER,)
deceased.)

FILED

JUN 28 1999

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

ORDER ALLOWING PARTIAL

ESTATE DISTRIBUTION AND PARTIAL FEES

THIS MATTER coming before the Court upon the Petition for Partial Distribution and Application for Allowance of Partial Fees as presented by the duly appointed and acting Administratrix, Valerie W. Williams, and it appearing therefrom that partial distribution of estate assets and allowance of partial fees of the administratrix and attorney for the estate would serve administration of said Estate,

IT IS ORDERED, ADJUDGED AND DECREED, that the Petition is hereby granted and that all assets as shown on the inventory on file herein, and more particularly the following assets,

Personal Property-

Certificate of Deposit/First National Bank Pinedale No. 7881
Certificate of Deposit/First National Bank Pinedale No. 8397

Checking account Community First National Bank 7160351787

Stock certificate No. MNY776268, Mobil Corporation

Stock certificate No. MN/Y714302, Mobil Corporation

Stock certificate No. G111054, Mobil Corporation

Stock certificate No. MN/Y725300, Mobil Corporation

1969 Chevrolet pick-up truck

1977 Chevrolet sedan

Department of Veteran's Affairs life insurance policy

273941

9:10 A

RECORDED July 9 1999 M
IN BOOK 70 Misc PAGE 46
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] [redacted] [redacted]

Mobil Business Resources Corporation life insurance policy

U.S. Savings Bonds

Series EE

M5108733 May 1983
M5370125 May 1983
M5370124 May 1983
M5108730 May 1983
M5108731 May 1983
M5108732 May 1983
M386051 Jan 1983
M3444133 Feb 1983
M386052 Jan 1983

Series E

M200068680 Apr 1976
M202654738 Apr 1976
M200068678 Feb 1976
M200068677 Feb 1976
M200068676 Feb 1976
M203014594 Aug 1977
M205139691 July 1978
M205139690 July 1978
M203014591 Jan 1977
M203013660 Dec 1976
M205139694 Jan 1979
M205139688 Mar 1978
M205139689 Mar 1978
M203014596 Nov 1977
M203014595 Nov 1977
M103080871 July 1975
M103080872 July 1975
M103080873 July 1975
M103080862 Jan 1975
M103080866 Jan 1975
M103080864 Jan 1975
M103080851 Aug 1974
M103080852 Aug 1974
M90158604 Aug 1974
M901158603 July 1970

Real Property located in Sublette County, Wyoming-

Lot Ten (10) in Block Sixteen (16) of the Town of Big Piney, C.P. MacGlashen First Addition as the same is mapped, platted and of record in the office of the County Clerk of Sublette County, Wyoming

and,

South half (S1/2) of lots six (6), seven (7) and eight (8) in block sixteen (16) of the C.P. MacGlashan's First Addition to the town of Big Piney, Wyoming, together with all buildings, improvements, water and water rights and everything thereunto appertaining

and,

Lot nine (9) in block sixteen (16) in C.P. MacGlasans's First Addition to the Town of Big Piney, Sublette County, Wyoming as the same are shown on a plat thereof now on file and of record in the office of the County Clerk and Ex-Officion Register of Deeds of Sublette County, Wyoming

and an undivided one-seventh interest in lots 10, 11, and 12 of Block 44, Townsite of Marbleton, Wyoming

save and except cash in the amount of fifty thousand dollars and no cents ($50,000.00), of the Estate of Arthur W. Weber, deceased, is set over and distributed equally and in equal shares to the two sole heirs and daughters of Arthur W. Weber, deceased, namely Valerie W. Williams and Bonnie W. Bantis, and further that the Administratrix shall pay from the cash withheld the partial sums as shown on the Petition to Valerie W. Williams, Administratrix and to Steven Mackey, attorney for the Estate, said amounts representing partial payment for services rendered to the Estate.

Dated this 23rd day of June, 1999.

D. Terry Rogers
District Judge

THE STATE OF WYOMING
COUNTY OF SUBLETTE
MARILYN M. JENSEN, [illegible] 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 AND COMPLETE COPY.
SIGNED

STATE OF WYOMING)
: ss.
County of Fremont)

AFFIDAVIT ESTABLISHING TERMINATION OF ESTATE BY ENTIRETIES

Hugh R. Frohbieter, of lawful age, being first duly sworn upon his oath, deposes and says:

1. That he is the surviving spouse of MILDRED I. FROHBIETER who died in Fremont County, Wyoming on the 4th day of September, 1998; that there is attached hereto a copy of the official death certificate of said Mildred I. Frohbieter, certified to by Lucinda McCaffrey, Deputy State Registrar of Vital Records Services of the State of Wyoming, the public authority in which such original death certificate is now a matter of record.

2. The Affiant and the deceased, Mildred I. Frohbieter, were, at the time of her death, the owners as husband and wife of an estate in and to the following described real estate, to-wit:

S½SW¼NW¼ Section 3, Township 36 North, Range 113W of the 6th P.M. Sublette County, State of Wyoming

3. That said estate by the entireties was vested in Affiant and his deceased wife by a Warranty Deed from Hoback Ranches, a Wyoming Corporation, as Grantor, conveying said property to Hugh R. Frohbieter and Mildred I. Frohbieter, husband and wife, as Grantees, dated September 7, 1977, and recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming on April 1, 1982 in Book 23 of Deed at Page 332.

4. That said estate by the entireties was terminated by the death of said Mildred I. Frohbieter, and that Affiant, as the surviving spouse of the deceased, is now sole owner of the above described real estate, and this Affidavit is made and placed of record for the purpose of establishing Affiant's sole ownership as aforesaid in compliance with and according to the provisions of Section 2-9-102, Wyoming Statutes Annotated, 1997.

DATED this 28 day of June, 1999.

Hugh R. Frohbieter
Hugh R. Frohbieter

Subscribed and sworn to before me this 28th day of June, 1999.

WITNESS my hand and official seal.

D. P. White
Notary Public

D. P. WHITE
County of
Fremont
My Commission Expires:
Notary Public
State of
Wyoming
Sept. 8, 2001

273945

RECORDED July 9 , 19 99
IN BOOK 70 Misc PAGE 49
FEES $ 8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By B Collister

CERTIFICATION OF VITAL RECORD

50

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 1351 — 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.)
Mildred	Irene	Frohbieter	Female	September 4, 1998

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.)
520-32-2017	64					February 10, 1934

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
12646 Hwy 26,	Riverton	Fremont

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	Hugh Robert Frohbieter

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

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Fremont	Riverton	12646 Hwy 26

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	12	2

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
Alfred	Martin	Peterson	Laura	Christine	Neilsen

INFORMANT

19a. INFORMANT - NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Hugh R. Frohbieter	Husband

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
12646 Hwy 26,	Riverton,	Wyoming	82501

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	Sept. 8, 1998	Mountain View Cemetery	Riverton, Wyoming

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature) Number	21b. NAME OF FACILITY Number	21c. ADDRESS OF FACILITY
▶ Robert B Davis 342	Davis Funeral Home Inc.77	2203 W. Main, Riverton, 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) ▶ Joanne Hedgecock MD

22b. DATE SIGNED (Mo., Day, Yr.) 9-11-98 — 22c. HOUR OF DEATH 3:55 P M

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

To Be Considered 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) ▶ Robert B Davis Dep. Coroner

23b. DATE SIGNED (Mo., Day, Yr.) Sept. 10, 1998 — 23c. HOUR OF DEATH 3:55 P M

23d. PRONOUNCED DEAD (Mo., Day, Yr.) Sept. 4, 1998 — 23e. PRONOUNCED DEAD (Hour) 5:15 P M

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print)
Joanne Hedgecock, M.D., 511 N. 12th E., & Robert B. Davis, Dep. coor., 111 Davis, Riverton, Wy 82501

25a. REGISTRAR (Signature) ▶ Robert B Davis — 25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) Sept 15, 1998

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. Enter only one cause on each line.

		Approximate Interval Between Onset and Death
IMMEDIATE CAUSE (Final disease or condition resulting in death) ▶ a.	metastatic ovarian cancer	4years
DUE TO (OR AS A CONSEQUENCE OF) b.		
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 ☐ 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)

SEP 17 1998

VR 2-89
8/97 15M

061621

This is a true and exact reproduction of the document on file in the office of Vital Records Services, Cheyenne, Wyoming

DATE ISSUED: SEP 17 1998

Lucinda McL... Deputy State R...

This copy is not valid unless prepared on paper with an engraved border displaying the date, seal and signature of the Deputy State Registrar

VITAL RECORDS SERVICES SEAL WYOMING

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

AFFIDAVIT

Comes now Skylar V. Wilson of Pinedale, County of Sublette, State of Wyoming, who being duly sworn on oath according to law, does hereby make the following statement of facts and affirm:

FIRST: That he is a Professional Land Surveyor under the laws of the State of Wyoming, with license number 4274;

SECOND: That he personally conducted a field survey of Lot 26 and a portion of Lot 27, of the Redstone Warren Bridge Subdivision, Second Filing, a subdivision of record in the Office of the Clerk of Sublette County, on July 7, 1999;

THIRD: That the results of that survey is represented on the map titled *Lot 26, Redstone Warren Bridge Subdivision Second Filing Haney & Hart Encroachment Survey Sublette County, Wyoming* and made a part hereof as **Exhibit "A"**;

FOURTH: That this affidavit is filed for the purpose of making the results of said survey and map a part of the public record.

Skylar V. Wilson
Skylar V. Wilson

State of Wyoming)
) ss
County of Sublette)

Subscribed and sworn to before me by Skylar V. Wilson this 12th day of July, 1999.

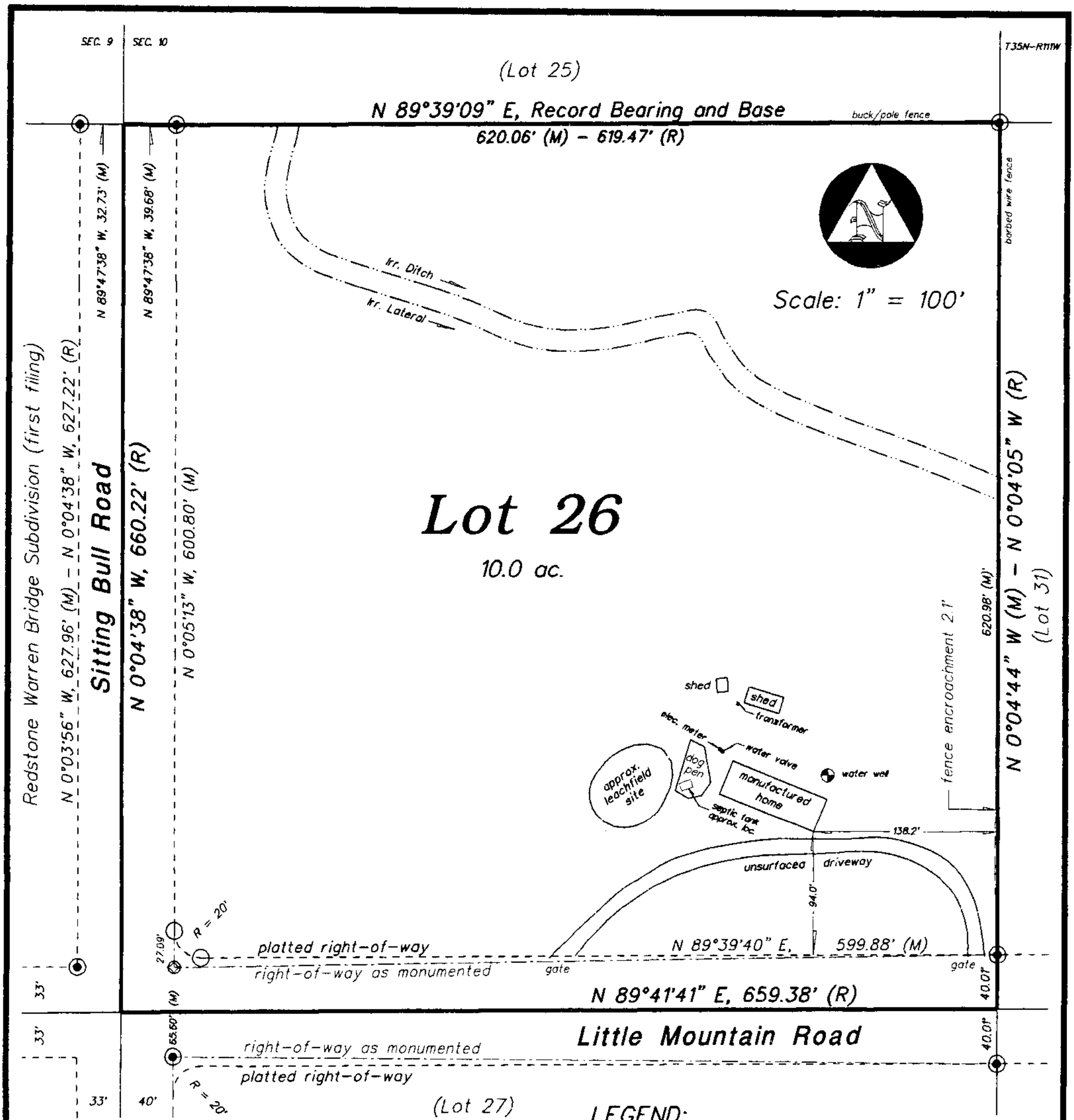
Witness my hand and official seal.

Tracey L Hoover
Notary Public

8/8/02
Seal/Commission Expiration

273967

RECORDED July 12 1999 11:43 AM
IN BOOK 70 MISC PAGE 51
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover



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 26 of the Redstone Warren Bridge Second Filing Subdivision, a subdivision of record in the Officce of the Clerk of Sublette County, Sublette County, Wyoming, and all visible structures (above ground) thereon on July 7, 1999, and that:

1. 87 LITTLE MOUNTAIN ROAD is the rural address of said property;
2. Said property is located on the NORTH side of Little Mountain Rd.;
3. The buildings do not encroach onto adjacent lots, roads, or rights-of-way;
4. No structures encroach onto Lot 26 from adjacent properties;
5. There is a fence line encroachement from Lot 31, as noted on the plot.

Professional Land Surveyor
SKYLAR V. WILSON
4274
Date 7-9-99
WYOMING

LEGEND:

- ◉ 5/8" rebar with 1.5" aluminum cap stamped "RIO VERDE ENGR PELS 625" and lot number, found this survey.
- ⊗ 5/8" rebar found this survey. Cap missing.
- ○ 5/8" x 24" rebar with 2" aluminum cap stamped "WILSON LAND SURVEYING PLS 4274" set from rebar for platted right-of-way, this survey.
- *(M)* Measured dimension obtained this survey.
- *(R)* Record dimension as shown on the record plat of the Redstone Warren Bridge Second Filing Subdivision.

NOTES and CONDITIONS:

1. All utilities are underground.
2. The manufactured home is on a permanent foundation.
3. Not all ditches have been shown.
4. Little Mountain Road and Sitting Bull Road are gravel surfaced.

©1999

WILSON LAND SURVEYING
219 East Pine Street
Pinedale, Wyoming
(307) 367-6417

Lot 26, Redstone Warren Bridge Subdivision
Second Filing
Haney & Hart
Encroachment Survey
Sublette County, Wyoming

Drawn by	Drawing Name
SW	99536.GCD
Checked by	Job No.
SW	99536
Date	Sheet 1 of 1
July 9, 1999	

Exh[redacted]A"

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: THE TALLI ROSE MANNING, a married woman dealing in her sole and separate property, hereinafter referred to as "Grantor," and Keith Manning, her husband, executing this Easement for the sole purpose of waiving his homestead rights, 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 BARBER CREEK ESTATES, LLC; BETTY LOU McLOUGHLIN; ROBERT GLENN DEXTER, MONIKA W. DEXTER and JAYMI JOSEPHINE DEXTER; DWAYNE THOMAS DEXTER; CINDY LOU JONES, ANDREA DAWN JONES and CASEY DYLAN JONES; LaDONNA KAY McGUIRE and PAUL RYAN McGUIRE; and their respective members, officers, guests, heirs, successors, and assigns, hereinafter referred to as "Grantees," a non-exclusive access and utility easement over and across the lands described below, to wit:

See Exhibit A, which is attached hereto and which is by this reference incorporated herein as though set forth in full.

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

The easement herein granted shall be perpetual, and is appurtenant to the lands described in Exhibit B, which is attached hereto and which is by this reference incorporated herein as though set forth in full.

WITNESS MY HAND this 15 day of July, 1999.

Talli Rose Manning
THE TALLI ROSE MANNING

KEITH MANNING

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

The foregoing instrument was acknowledged before me by TALLI ROSE MANNING and KEITH MANNING this 15 day of July, 1999.

Lori M. Naughton
NOTARY PUBLIC

My Commission Expires: 7/15/2001

274038 10:20 A

RECORDED July 15 1999 M
IN BOOK 70 Misc PAGE 53
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING

By Tami Pape

EXHIBIT A to RIGHT OF WAY EASEMENT:
THE TALLI ROSE MANNING to BARBER CREEK ESTATES, LLC, ET AL.

Describing an access and utility easement for certain lands located in SW¼SW¼ Section 28; SE¼ Section 29, N½NE¼ Section 32, and NW¼NW¼ Section 33, all in T.34N., R.109W., 6th P.M., Sublette County, Wyoming, to wit:

A strip of land sixty (60) feet in width, located in the NW¼NE¼ of Section 32, T.34N., R.109W., 6th P.M., Sublette County, Wyoming, with the right or southwesterly sideline being more particularly described as follows:

Commencing at the northwest corner of said NW¼NE¼ (N¼ corner);

thence S.89°49'58"E., along the north line of said NW¼NE¼, a distance of 657.97 feet to a point monumented with a steel "T" shaped stake with cap marked "SURVEY POINT RLS 164 DO NOT DISTURB", said point being identical to the northeast corner of the Iris Sommer parcel described in Book 15 of Warranty Deeds on Page 118 in the Office of the Clerk of Sublette County, and the true **Point of Beginning**;

thence S.36°03'32"E., a distance of 318.20 feet to a point monumented with a steel "T" shaped stake with cap marked "SURVEY POINT RLS 164 DO NOT DISTURB", said point being identical to the southeast corner of the Iris Sommer parcel;

thence S.37°21'15"E., a distance of 708.30 feet to the point of curvature of a tangent curve to the left, having a radius of 168.41 feet and a central angle of 30°46'44";

thence southeasterly along said curve, a distance of 90.47 feet to the east line of said NW¼NE¼ and the **Point of Ending** for said strip.

The left, or northeasterly sideline shall run parallel to the right, or southwesterly sideline, and shall shorten as necessary to intersect with the north and east lines of said NW¼NE¼.

EXHIBIT B to RIGHT OF WAY EASEMENT:
THE TALLI ROSE MANNING to BARBER CREEK ESTATES, LLC, ET AL.

Describing the lands benefitted by a certain access and utility easement in the SW¼SE¼ of Section 29, T.34N., R.109W., 6th P.M., Sublette County, Wyoming, to wit:

Said easement shall inure to the benefit of the following described lands, and their owners, guests, and successors in interest, in perpetuity:

A. That certain real property which is described in Book 12 of Quit Claim Deeds, page 425, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by Betty Lou McLoughlin.

B. That certain real property which is described in Book 12 of Quit Claim Deeds, page 425, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by Betty Lou McLoughlin.

C. That certain real property which is described in Book 12 of Quit Claim Deeds, page 421, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by Cindy Lou Jones, Andrea Dawn Jones and Casey Dylan Jones as joint tenants.

D. That certain real property which is described in Book 12 of Quit Claim Deeds, page 417, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by LaDonna Kay McGuire and Paul Ryan McGuire as joint tenants.

E. That certain real property which is described in Book 11 of Quit Claim Deeds, page 695, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by Dwayne Thomas Dexter.

F. That certain real property which is described in Book 12 of Quit Claim Deeds, page 430, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by Dwayne Thomas Dexter.

G. That certain real property which is described in Book 11 of Quit Claim Deeds, page 693, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by Robert G. Dexter, Monika W. Dexter and Jaymi Josephine Dexter as joint tenants.

H. That certain real property which is described in Book 12 of Quit Claim Deeds, page 435, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by Robert Glenn Dexter, Monika W. Dexter and Jaymi Josephine Dexter as joint tenants.

I. That certain real property which is described in Book 12 of Quit Claim Deeds, page 220, on file in the office of the Sublette County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming; said property is currently owned by Barber Creek Estates, LLC.

AFFIDAVIT ESTABLISHING APPOINTMENT OF SUCCESSOR TRUSTEE OF THE DOROTHY ALEXANDER TRUST

STATE OF WYOMING)
: ss.
COUNTY OF SUBLETTE)

I, CLIFTON B. ALEXANDER, being first duly sworn, on oath depose and state that I am making this Affidavit to establish the death of DOROTHY H. ALEXANDER and the appointment of a successor trustee of the DOROTHY ALEXANDER TRUST, as hereinafter set forth, and that I make the following statements in connection therewith:

1. The DOROTHY ALEXANDER TRUST, dated January 9, 1998, provides in Section 13 that CLIFTON B. ALEXANDER is appointed and nominated as successor Trustee on the death of DOROTHY H. ALEXANDER.

2. DOROTHY H. ALEXANDER died on May 26, 1999, the facts of said death more fully appearing on the duly certified Certificate of Death attached hereto and by this reference incorporated herein.

3. This Affidavit is being filed of record to make of record the death of DOROTHY H. ALEXANDER and the appointment of CLIFTON B. ALEXANDER as Successor Trustee of the DOROTHY ALEXANDER TRUST, which trust is dated January 9, 1998.

DATED this 14th day of July, 1999.

Clifton B. Alexander
CLIFTON B. ALEXANDER

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 14th day of July, 1999, by CLIFTON B. ALEXANDER.
WITNESS my hand and official seal.

Pat Graham - Notary Public
County of Sublette State of Wyoming
My Commission Expires 10/12/2002

Pat Graham
Notary Public

274044

RECORDED July 15 1999 2:05 PM
IN BOOK 70 MISC PAGE 57
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

CERTIFICATION OF VITAL RECORD

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 99022 — 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.)
DOROTHY	H.	ALEXANDER	FEMALE	MAY 26, 1999

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.)
520-50-9629	82					JANUARY 6, 1916

7a. PLACE OF DEATH (Check only one)
HOSPITAL ☐ Inpatient ☐ ER/Outpatient ☐ DOA — OTHER: X 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
SUBLETTE CENTER	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	WIDOWED	----------

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/HOUSE WIFE	AGRICULTURE

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
WYOMING	SUBLETTE	PINEDALE	333 N. BRIDGER AVENUE

13e. INSIDE CITY LIMITS? (Specify yes or no)	14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes - if yes, specify Cuban, Mexican, Puerto Rican, Etc.)	15. RACE - American Indian, Black, White, Etc. (Specify)	16. DECEDENT'S EDUCATION (Specify only highest grade completed): Elementary/Secondary (0-12)	College (1-4 or 5+)
YES	No X Yes ☐ (Specify)	WHITE		3

PARENTS

17. FATHER'S NAME: First	Middle	Last	18. MOTHER'S NAME: First	Middle	Maiden Surname
JOSEPH	ELMER	STEWART	KATHERINE		BROWN

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
KIP ALEXANDER	SON

19c. MAILING ADDRESS: STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
BOX 66	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	JUNE 1, 1999	PINEDALE CEMETERY	PINEDALE	WYOMING

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
▶ Clif Magee	N/A	HUDSON'S FUNERAL HOME	115	164 N. BRIDGER AVENUE

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.)	22c. HOUR OF DEATH
MAY 28, 1999	5:25 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) ▶

23b. DATE SIGNED (Mo., Day, Yr.)	23c. HOUR OF DEATH
	M

23d. PRONOUNCED DEAD (Mo., Day, Yr.)	23e. PRONOUNCED DEAD (Hour)
	M

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print)
J. T. JOHNSTON M.D. PINEDALE, WYOMING 82941

25a. REGISTRAR (Signature) ▶	25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
J. T. Johnston M.D.	MAY 28, 1999

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. Carcinomatosis	
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. 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. II Diabetes

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

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

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

JUN - 7 1999

VR 2-89
8/97 15M

081267

This is a true and exact reproduction of the document on file in the office of Vital Records Services, Cheyenne, Wyoming.

DATE ISSUED: JUN - 7 1999

Lucinda McCaffrey
Deputy State Registrar

This copy is not valid unless prepared on paper with an engraved border displaying the date, seal and signature of the Deputy State Registrar

VITAL RECORDS SERVICES SEAL WYOMING

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

AFFIDAVIT

Elsie M. Zelenka, of lawful age, being first duly sworn upon her oath according to law, deposes and says:

1. That James Robertson Zelenka, also known as James R. Zelenka, died at Salt Lake City, Salt Lake County, Utah, on June 20, 1999.

2. That on the 4th day of February, 1987, Samuel J. Ryder, Kathleen Ryder, James R. Zelenka, Elsie M. Zelenka, David Lee Zelenka and Cleata M. Zelenka, as joint tenants with full rights of survivorship, purchased the following described real property from Froerer Corp., a Utah corporation:

Lots Twenty-nine (29) and Thirty (30), Green River Ranch Subdivision, Unit D, Sublette County, Wyoming.

3. That Froerer Corp., a Utah corporation, duly and regularly executed and delivered a Warranty Deed dated February 4, 1987, in favor of Samuel J. Ryder, Kathleen Ryder, James R. Zelenka, Elsie M. Zelenka, David Lee Zelenka and Cleata M. Zelenka, as joint tenants with full 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 28th day of May, 1987, in Book 27 of Deeds, Page 407.

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 Samuel J. Ryder, Kathleen Ryder, James R. Zelenka, Elsie M. Zelenka, David Lee Zelenka and Cleata M. Zelenka, as joint tenants with full rights of survivorship, which created a joint tenancy with right of survivorship, and they owned and held the title to said real property as such joint tenants with rights of survivorship continuously from said February 4, 1987, until the death of James R. Zelenka, on June 20, 1999.

5. That Samuel J. Ryder, Kathleen Ryder, Elsie M. Zelenka, David Lee Zelenka and Cleata M. Zelenka survived James R. Zelenka, and by virtue thereof, said joint tenancy with right of survivorship vested in them upon the death of said James R. Zelenka, and that they then became the owners in fee simple of all the real property held as such joint tenants with rights of survivorship 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 made a part of this affidavit, is a copy of the official death certificate of the decedent, James Robertson Zelenka, also known as James R. Zelenka, certified to by the public authority in which such original death certificate is made of record.

Dated this 13th day of July, 1999.

Elsie M Zelenka.
Elsie M. Zelenka

274062 10:05 A

RECORDED July 16 19 99 M
IN BOOK 70 Misc PAGE 59
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Kate Pape

59

Subscribed and sworn to before me this 13th day of July, 1999.

My commission expires:

August 1, 2001

Notary Public

THEDA A. PORTER - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 1, 2001

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

18-2734

STATE OF UTAH - DEP[redacted]T OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER

STATE FILE NUMBER

DECEDENT

1 NAME OF DECEDENT — FIRST: James — MIDDLE: Robertson — LAST: Zelenka

2 SEX: Male

3a DATE OF DEATH (Mo., Day, Yr.): June 20, 1999

3b TIME OF DEATH (24 hr. clock): 1705

4 DATE OF BIRTH (Mo., Day, Yr.): April 09, 1923

5 AGE - Last Birthday: 76

IF UNDER 1 YEAR — Months: | Days: | IF UNDER 24 HRS — Hours: | Minutes:

6 BIRTHPLACE (City & State or Foreign Country): Rock Springs, Wyoming

7 SOCIAL SECURITY NUMBER: 520-18-1613

8a PLACE OF DEATH (Check only one): [X] 1 Inpatient [ ] 2 ER/Outpatient [ ] 3 DOA — HOSPITAL (If not a hospital, only) — ALL OTHER LOCATIONS: [ ] 5 Nursing Home [ ] 6 Residence (any) [ ] 7 Other (Specify) _____

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

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

8d COUNTY OF DEATH: Salt Lake

9 SURVIVING SPOUSE (If wife, give maiden name): Elsie Cilensek

10 WAS DECEDENT EVER IN THE U.S. ARMED FORCES? [X] 1 Yes [ ] 2 No

11 MARITAL STATUS: [ ] 1 Never Married [ ] 3 Widowed [X] 2 Married [ ] 4 Divorced

12a DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do NOT enter retired): Service Man

12b KIND OF BUSINESS OR INDUSTRY: Mountain Fuel

13a RESIDENCE - STREET AND NUMBER: 333 P Street

13b CITY, TOWN OR COMMUNITY: Rock Springs

13c COUNTY: Sweetwater

13d STATE: Wyoming

13e INSIDE CITY LIMITS? [X] 1 Yes [ ] 2 No

13f ZIP CODE: 82901

14 WAS DECEDENT OF HISPANIC ORIGIN? [ ] 1 Yes [X] 2 No (If yes, Specify) [ ] 1 Mexican [ ] 2 Cuban [ ] 3 Puerto Rican [ ] 4 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+): -12-

PARENTS

17 FATHER'S NAME (First, Middle, Last): James P. Zelenka

18 MAIDEN NAME OF MOTHER (First, Middle, Last): Annie Spence

INFORMANT

19 NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT: Elsie Zelenka (Wife) 333 P Street Rock Springs, Wyoming 82901

DISPOSITION

20 METHOD OF DISPOSITION: [ ] 1 Entombment [ ] 2 Donation [ ] 3 Other [ ] 4 Burial [ ] 5 Cremation [X] 6 Removal

21a DATE OF DISPOSITION: June 21, 1999

21b PLACE OF DISPOSITION (name of cemetery, crematory or other place): White Mountain Crematory

21c LOCATION - City or Town, State: Rock Springs, Wyoming

22 SIGNATURE OF FUNERAL SERVICE LICENSEE: Stephen O. Schroder

23 LICENSEE NUMBER: 881157590902

24 FUNERAL HOME (Name and address): Neil O'Donnell & Sons, 372 East 100 South, Salt Lake City, UT.

CERTIFIER

25 DATE DECEASED WAS LAST ATTENDED BY CERTIFYING PHYSICIAN: 6-20-99

26 If not certified by medical examiner, was death reported to M.E.? [ ] 1 Yes [X] 2 No. If yes, enter the date and hour reported. M.E. CASE NO _____ HR ____ MO ____ DAY ____ YEAR ____

27a CERTIFIER

[✓] 1 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

[ ] 2 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: James E Pearl MD

27c LICENSE NUMBER: 76-121612-1205

27d DATE SIGNED (Month, Day, Year): 6/21/99

28 NAME AND ADDRESS OF PERSON WHO CERTIFIED THE CAUSE OF DEATH (Item 31) (Type/Print): James E. Pearl, M.D. 324 East Tenth Ave., Salt Lake City, Utah 84103

REGISTRAR

29 REGISTRAR'S SIGNATURE: [signature]

30a DATE REGISTRAR NOTIFIED OF DEATH (Mo., Day, Yr.): June 21, 1999

30b DATE FILED (Mo., Day, Yr.): June 23, 1999

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. Cardiogenic Shock — Unknown

DUE TO (OR AS A CONSEQUENCE OF)
b. Myocardial Infarction — Unknown

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

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: Mucous Neoplasm

32 IN YOUR OPINION, TOBACCO USE BY THE DECEDENT: [ ] 1 Probably contributed to the cause of death [ ] 2 Was the underlying cause of death [✓] 3 Did not contribute to the cause of death [ ] 4 Is unknown in relation to the cause of death [ ] 5 NON USER [ ] 6 UNKNOWN IF USER

33a WAS AN AUTOPSY PERFORMED? [ ] 1 Yes [X] 2 No

33b WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? [ ] 1 Yes [ ] 2 No

34 MANNER OF DEATH: [✓] 1 Natural [ ] 2 Accident [ ] 3 Suicide [ ] 4 Homicide [ ] 5 Undetermined If Injured Purposely or Accidently [ ] 6 Pending Investigation

35a DATE OF INJURY (Mo., Day, Yr.)

35b TIME OF INJURY (24 Hour Clock)

35c INJURY AT WORK? [ ] 1 Yes [ ] 2 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)

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

35g DESCRIBE HOW INJURY OCCURRED (enter sequence of events which resulted in injury. NATURE OF INJURY should be entered in Item 31)

UDH BVR Form 12 Rev. 12/98

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: JUL 0 1 1999

County — Salt Lake

Registrar: [signature]

Barry E. Nangle
DIRECTOR OF VITAL RECORDS
By Ellen Freeman

L107080

SCH BVR 4/98 4M

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.

62

GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT
FOR TELEPHONE COMPANY PLANT
BY INDIVIDUAL(S)

Document No.
CenturyTel of Wyoming dba CenturyTel
Form No. E.1

FOR A VALUABLE CONSIDERATION, This Space Reserved For Recording

Fredric C. Clodius, Trustee, Dorothy A. Noble, Trustee and _____, Individual(s), his, her or their heirs, successors, and assigns, ("Grantor"), hereby gives and grants to Century Tel of Wyoming, a Public corporation, its successors and assigns ("Grantee") to have and to hold forever, an easement to construct, use, maintain, operate, alter, add to, repair, replace, and/or remove its facilities consisting of poles, cross arms, anchors, guys, braces, aerial and underground cables and wires, underground conduits, manholes and appurtenances including but not limited to, housing for above ground communications equipment and/or other purposes (hereinafter called "telephone company plant") upon, over, in, under, across, along and through that certain real property in the [City, Village, or Town] of: Daniel Junction, Sublette County, State of Wyoming, described as follows: Part of the SW/4 NW/4, Section 26, T.34N., R.111W. of the 6th P.M. Easement being 16' wide. Centerline of easement being described below and on attachment "A:"

274070 12:40P
RECORDED April 16 1999 M
IN BOOK 70 Misc PAGE 62
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kathi Payne

Return to:
John Warner
Mid-State Consultants, Inc.
1475 N 200 W
P.O. Box 311
Nephi, UT 84648

(hereinafter called "the easement property") and to the fullest extent the Grantor has the right to so grant in connection with the easement property, if at all, beside, upon, over, in, under, across, along and through the roads, alleys, streets, or highways adjoining or running through the easement property.

The location of the telephone company plant presently installed or to be installed is more particularly described as follows:

A telephone easement located in the SW/4 NW/4, Section 26, T.34N., R.111W. of the 6th P.M., Sublette County, Wyoming and the centerline being more particularly described as follows:

Commencing at the N/16 corner common to said Section 26 and Section 27, basis of bearing being that line common to said N/16 corner and quarter common to said Section 26 and Section 27, N.0°29'21"E., 1285.51 feet; thence S.75°53'03"E., 984.48 feet to the point of beginning. Point of beginning being on the south right of way line of State Highway 191; thence from said point of beginning S.36°29'32"E., 350.62 feet to the end of said easement. End of said easement bears N.56°58'05"E., 1400.63 feet from quarter corner common to said Section 26 and Section 27.

The Grantee shall have the right to ingress to and egress from the land of the Grantor for the purpose of exercising the rights herein granted and the right to cut down and control the future growth of all trees and brush which may, in Grantee's judgement, interfere with the use of said easement. Any removal must be pre-approved by Grantor.

The Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or to the property of the Grantor by the construction or maintenance of said telephone company plant.

Grantor covenants not to erect any structure upon the aforesaid real property that would interfere with Grantee's use of said easement.

The Grantor agrees that all telephone company plant, installed on the above-described premises at the Grantee's expense, shall remain the property of the Grantee, removable at the option of the Grantee.

Prior to the installation of buried cable facilities by the Grantee, the Grantor agrees to allow Grantee to locate and allow the Grantee to mark property or expose those facilities (i.e. fuel runs, sewage facilities, tanks, water lines, etc.) of which the Grantor is aware if those facilities are or will be buried along the cable route. The Grantor's failure to comply with this provision shall constitute a waiver of all liability associated with any resulting damages to those facilities.

The Grantor covenants that it is the owner of the above-described lands.

Dated: 7-2-1999

WITNESS:

Dawn M. Slaven

Dawn M. Slaven
Name typed or printed

SIGNATURE OF GRANTOR(S):

Dorothy A. Noble

Dorothy A. Noble
Name typed or printed

Name typed or printed

Name typed or printed

Name typed or printed

Name typed or printed

Name typed or printed

Name typed or printed

STATE OF Wyoming)
)SS.
COUNTY OF Sublette)

On this 2nd day of July 19 99, before me Susan Gulbrandson, Notary Public in and for said County and State, personally appeared Dawn M. Slaven personally known to me (or
(Name of Witness)
proved to me on the oath of _____) to be the same person whose name is subscribed to the within instrument as a subordinating witness thereto, who, being by me duly sworn, deposes and says that (he, she) resides in the County of Sublette, State of Wyoming, and that (he, she) was present and saw Dorothy A. Noble
(Name of Grantor)
personally known to (him, she) to be the same person(s) described in and whose name(s)(is, are) subscribed to the within instrument, sign and execute the same; and that (he, she) the affiant, then and there subscribed (his, her) name to said instrument as a witness.
WITHIN MY HAND and official seal, the day and year in this certificate first above written.

[SEAL]

Susan Gulbrandson

Susan Gulbrandson
Name (typed or printed)
Notary Public of

Sublette
County of

My commission expires: 02/21/2003

Susan Gulbrandson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Feb. 21, 2003

Exempt from real estate transfer fee
Statutory Citation:_____
Telephone Company:
Centurytel of Wyoming
Exchange: Daniel Junction
Route:_____
Work Order No.: F59013

Dated: 7-8-1999

WITNESS:

George Ferrell
GEORGE V FERREL
Name typed or printed

SIGNATURE OF GRANTOR(S):

Fredric C. Clodius
Fredric C. Clodius
Name typed or printed

Name typed or printed

Name typed or printed

Name typed or printed

Name typed or printed

Name typed or printed

Name typed or printed

Name typed or printed

Name typed or printed

Name typed or printed

STATE OF Virginia)
)SS.
COUNTY OF King George)

On this 8th day of July 19 99, before me Harriet H Gallahan, Notary Public in and for said County and State, personally appeared George V. Ferrell personally known to me (or
(Name of Witness)
proved to me on the oath of Fredric C Clodius) to be the same person whose name is subscribed to the within instrument as a subordinating witness thereto, who, being by me duly sworn, deposes and says that (he, she) resides in the County of King George, State of Virginia, and that (he, she) was present and saw Fredric C Clodius
(Name of Grantor)
personally known to (him, she) to be the same person(s) described in and whose name(s)(is, are) subscribed to the within instrument, sign and execute the same; and that (he, she) the affiant, then and there subscribed (his, her) name to said instrument as a witness.
WITHIN MY HAND and official seal, the day and year in this certificate first above written.

[SEAL]

Harriet H. Gallahan
Name (typed or printed)
Notary Public of State of Virginia,
County of King George

County of

My commission expires: April 30 2002

Exempt from real estate transfer fee
Statutory Citation:
Telephone Company:
Centurytel of Wyoming
Exchange: Daniel Junction
Route:
Work Order No.: F59013

ATTACHMENT "A"

A telephone easement located in the SW/4 NW/4, Section 26, T.34N., R.111W. of the 6th Principal Meridian, Sublette County, Wyoming and the centerline being more particularly described as follows:

Commencing at the N/16 corner common to said Section 26 and Section 27, basis of bearing being that line common to said N/16 corner and quarter corner common to said Section 26 and Section 27, N.0°29'21"E., 1285.51 feet;

thence S.75°53'03"E., 984.48 feet to the point of beginning. Point of beginning being on the south right-of-way line of Sate Highway 191;

thence from said point of beginning S.36°29'32"E., 350.62 feet to the end of said easement. End of said easement bears N.56°58'05"E., 1400.63 feet from quarter corner common to said Section 26 and Section 27.

RIO VERDE ENGINEERING
May 28, 1999
J.O. 2605

AFFIDAVIT

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

Gloria J. Scott, of lawful age, being first duly sworn upon her oath according to law, deposes and says:

1. That William J. Scott, died intestate at Pinedale, Sublette County, Wyoming, on March 23, 1999.

2. That William J. Scott and Gloria J. Scott were married to each other on the 5th day of September, 1953, at Gary, Indiana.

3. That on the 1st day of May, 1997, William J. Scott and Gloria J. Scott, husband and wife, purchased the following described real property from Tom E. Harper and Judy L. Harper, husband and wife:

A tract of land located in the NW¼SE¼ of Section 27, Township 34 North, Range 109 West, 6th P.M., Sublette County, Wyoming, and being more particularly described as follows:

Beginning at a point which bears N00°26'W., 402.3 feet from the SE corner of the NW¼SE¼, Section 27, Township 34 North, Range 109 West of the 6th P.M., thence N00°26'W, 260.6 feet to a point; thence S71°44'W, 327.8 feet to a point; thence S63°16'E, 350.8 feet to the point of beginning.

Together with all improvements thereon, and easements, appurtenances and incidents belonging or appertaining thereto, or used in connection therewith; subject, however, to all mining, mineral and other exceptions, reservations, covenants, conditions and rights of way of record.

4. That Tom E. Harper and Judy L. Harper, husband and wife, duly and regularly executed and delivered a Warranty Deed dated the 1st of May, 1997, in favor of William J. Scott and Gloria J. Scott, husband and wife, Grantees, which Warranty Deed was filed for record in the office of the County Clerk within and for Sublette County, Wyoming, on the 5th day of May, 1997, in Book 37 of Warranty Deeds, at Page 179.

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 William J. Scott and Gloria J. Scott, husband and wife, which created an estate by the entireties, and they owned and held the title to said real property as such tenants by the entireties continuously from said May 1, 1997, until the Death of William J. Scott on March 23, 1999.

6. That Gloria J. Scott survived William J. Scott, and by virtue thereof, said estate by the entireties vested in her upon the death of said William J. Scott, 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, W.S., 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, William J. Scott, certified to by the public authority in which such original death certificate is made of record.

274115

1

RECORDED July 20 1999 11:30A M
IN BOOK 70 Misc. PAGE 166
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Coates

DATED this 13th day of July, 1999.

Gloria J. Scott

Gloria J. Scott

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

The foregoing was acknowledged before me this 13th day July, 1999, by Gloria J. Scott.

WITNESS my hand and official seal.

REBECCA L. MORRISON - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER 2, 1999

Rebecca L. Morrison

Notary Public

My Commission Expires: 10-2-99

68

CERTIFICATION OF VITAL RECORD

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 99013 — STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME: First WILLIAM; Middle JOHN; Last SCOTT
2. SEX: MALE
3. DATE OF DEATH (Mo., Day, Yr.): MARCH 23, 1999
4. SOCIAL SECURITY NUMBER: 311-26-4246
5a. AGE-Last Birthday (Years): 67
5b. UNDER 1 YEAR: Months; Days
5c. UNDER 1 DAY: Hours; Minutes
6. DATE OF BIRTH (Mo., Day, Yr.): APRIL 26, 1931
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): 8 BLM ROAD
7c. CITY, TOWN, OR LOCATION OF DEATH: RURAL PINEDALE
7d. COUNTY OF DEATH: SUBLETTE
8. STATE OF BIRTH (If not in U.S.A., name country): INDIANA
9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): MARRIED
10. SURVIVING SPOUSE (If wife, give maiden name): GLORIA JOINT
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): MILITARY/ OWNER-OPERATOR
12b. KIND OF BUSINESS OR INDUSTRY: MOTEL
13a. RESIDENCE - STATE: WYOMING
13b. COUNTY: SUBLETTE
13c. CITY, TOWN OR LOCATION: PINEDALE
13d. STREET AND NUMBER: 8 BLM 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): 6; College (1-4 or 5+)

PARENTS

17. FATHER'S NAME: First JOHN; Middle; Last SCOTT
18. MOTHER'S NAME: First VERONICA; Middle; Maiden Surname PROTULEPAC

INFORMANT

19a. INFORMANT'S NAME (Type or Print): GLORIA SCOTT
19b. RELATIONSHIP TO DECEDENT: SPOUSE
19c. MAILING ADDRESS: Street or R.F.D. Number: BOX 878; City or Town: PINEDALE; State: WYOMING; ZIP Code: 82941

DISPOSITION

20a. Burial, Cremation, Removal, Other (Specify): CREMATION
20b. DATE (Mo., Day, Yr.): MARCH 24, 1999
20c. CEMETERY OR CREMATORY - NAME: FOX CREMATORY
20d. LOCATION - City or Town: ROCK SPRINGS; State: WYOMING
21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature): N/A
21b. NAME OF FACILITY: HUDSON'S FUNERAL HOME
21c. ADDRESS OF FACILITY: 164 N. BRIDGER AVENUE

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.): MARCH 23, 1999
22c. HOUR OF DEATH: 11:52 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): J.T. JOHNSTON M.D. PINEDALE, WYOMING 82941
25a. REGISTRAR (Signature):
25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): MARCH 23, 1999

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. Brain Tumor-Malignant — Approximate Interval Between Onset and Death: 4 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): NO
28. WAS CASE REFERRED TO CORONER (Specify yes or no): NO

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

MAR 26 1999
APR 5 1999
VR 2-89
VR 8/97 15M

084891

This is a true and exact reproduction of the document on file in the office of Vital Records Services, Cheyenne, Wyoming.

DATE ISSUED: APR - 5 1999

Lucinda McCaffrey
Deputy State Registrar

This copy is not valid unless prepared on paper with an engraved border displaying the date, seal and signature of the Deputy State Registrar.

VITAL RECORDS SERVICES SEAL WYOMING

American Bank Note Company

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Date 7/20/99

WYOMING

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY SCOTT A. SCHE
THIS 20th DAY OF July, 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

DIANNE DAVISON - NOTARY PUBLIC
COUNTY OF SUBLETTE — STATE OF WYOMING
MY COMMISSION EXPIRES: 9-9-2001

NOTARY PUBLIC

400' 600'

1" = 200'

o

ITHER PARCEL DESCRIBED
FULL COMPLIANCE WITH ALL
EFFECT IN SUBLETTE COUNTY.

TER SOURCE.

GE DISPOSAL SYSTEM.

STREETS OR ROADS
350.

D FILED OR TO BE FILED IN THE
UBLETTE COUNTY.

L REINFORCING ROD WITH 2" ALUMINUM
SCHERBEL, LTD BIG PINEY WY PLS3889"
SET.

OSITION, NO MONUMENT FOUND OR SET THIS SURVEY.

F-WAY LINE FOR HIGHWAY 350.

E LINE.

CERTIFICATE OF OWNER

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

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE FOREGOING DIVISION OF THAT PART OF THE N1/2 OF SECTION 33, T30N, R112W, SUBLETTE COUNTY WYOMING, MORE PARTICULARLY DESCRIBED IN THE CERTIFICATE OF SURVEYOR IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNER AND PROPRIETOR OF THE SAID LANDS;

THAT THE NAME OF THE LOT DIVISION SHALL BE THE MILLEG LOT DIVISION;

THAT THE DIVISION IS SUBJECT TO EASEMENTS OF SIGHT AND OF RECORD;

THAT ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY RELEASED:

THAT THE SELLER DOES NOT WARRANT TO A PURCHASER THAT HE HAS ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAMS WITHIN OR ADJACENT TO THIS SUBDIVISION;

THAT WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTIN NATURAL FLOW OF ANY STREAM OR RIVER FOR ANY PERSONS LIVING ON THE BA OF THE STREAM OR RIVER;

MILLEG PARTNERSHIP, A WYOMING GENERAL PARTNERSHIP

Bill M. Milleg
BILL M. MILLEG

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY BILL M. MILLEG
THIS 19th DAY OF July, 1999.

WITNESS MY HAND AND OFFICIAL SEAL

DIANNE DAVISON - NOTARY PUBLIC
COUNTY OF SUBLETTE — STATE OF WYOMING
MY COMMISSION EXPIRES: 9-9-2001

NOTARY PUBLIC

ZONING: LOT 1 = A-1
LOT 2 = R-R5

OWNER:
MILLEG PARTNERSHIP, a Wyoming General Partnership
BILL M. MILLEG
P.O. BOX 704
BIG PINEY, WYOMING 83113

SURVEYOR:
SURVEYOR SCHERBEL, LTD.
P.O. BOX 4296
MARBLETON, WY 83113

DATE: JUNE 1999

11:55 A

RECORDED July 21 1999 M
IN BOOK 30 Misc PAGE 69
FEES $50.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

074134

PLAT OF SURVEY OF THE MILLEG LOT DIVISION WITHIN N1/2 SECTION 33 T30N R112W SUBLETTE COUNTY, WYOMING

69

19 JULY 1999, CERT OWNER, SUB CO REVIEWS

FILED IN THE DISTRICT COURT
DELTA COUNTY, COLORADO
... 31 1992 ..
ALICE J. O'DONNELL, CLERK

DISTRICT COURT, COUNTY OF DELTA, STATE OF COLORADO

Case No. 91 CV 124

JUDGMENT AND DECREE OF FORECLOSURE

AFFILIATED NATIONAL BANK-DELTA, formerly THE COLORADO BANK AND TRUST COMPANY,

Plaintiff,

vs.

LETA M. MORRELL, JERRY L. MORRELL, CAROL MORRELL, BILLY THE KID PRODUCE INC., and MILDRED B. HAMILTON, in her capacity as Public Trustee of Delta County, Colorado,

Defendants.

This matter coming on this 5th day of ~~February~~ March, 1992, upon Plaintiff's Motion for Default Judgment and Plaintiff's Motion for Summary Judgment, and the Court having read said motions, the affidavits filed in support thereof and any responses thereto, and being fully advised in the premises, doth find as follows:

1. The Defendants are subject to the jurisdiction of this Court as follows:

a. Upon Defendant Leta M. Morrell (now Leta M. Sullivan) by personal service in Grant County, Kansas on January 6, 1992 as made to appear by return of service previously filed with the Court.

b. Upon Defendant Jerry Morrell, by his personal acceptance of service dated November 6, 1991 previously filed with the Court.

c. Upon Defendant Billy the Kid Produce Inc. by acceptance of service by its attorney, Charles W. Cresswell dated December 30, 1991, which waiver and acceptance of service was previously filed with the Court.

d. Upon Defendant Mildred B. Hamilton in her capacity as Public Trustee of Delta County, Colorado, by waiver and disclaimer executed October 21, 1991 which waiver has been filed previously with the Court.

e. Carol Morrell, by waiver of service and the filing of an answer through her counsel Robert Traylor of Traylor,

335P
274148
RECORDED July 21 1999 M
IN BOOK 70 MISC PAGE 70
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hosier

2. None of the Defendants other than Carol Morrell has filed any answer or pleading within the time permitted by law and the default of all of said Defendants is hereby entered.

3. Defendants Billy the Kid Produce Inc. and Mildred B. Hamilton as Public Trustee of Delta County, have waived service of process and disclaimed any interest in this action.

4. Plaintiff is the holder of four deeds of trust described as follows:

a. Deed of trust to Public Trustee of Delta County for the use of Colorado Bank and Trust Company recorded August 18, 1986 in Book 554 at Page 665 securing $315,000.00.

b. Deed of trust to Public Trustee of Delta County for the use of Colorado Bank and Trust Company recorded August 18, 1986 in Book 554 at Page 668 securing $185,000.00.

c. Deed of trust to Public Trustee of Delta County for the use of Colorado Bank and Trust Company recorded August 18, 1986 in Book 554 at Page 671 securing $80,000.00.

d. Deed of trust to Public Trustee of Delta County for the use of Colorado Bank and Trust Company recorded August 18, 1986 in Book 554 at Page 674 securing $150,000.00.

5. The above described four deeds of trust constitute valid first, second, third and fourth mortgage liens, respectively, upon the following described real property situate in the county of Delta and State of Colorado, to wit:

All that part of the SW¼ of the NW¼ of Section 6, Township 15 South, Range 94 West of the 6th P.M., lying North of the North line of the right of way of Colorado Highway No. 92, excepting therefrom the following described tracts:
Exception No. 1: Beginning at a point 20 feet South and 10 feet West of the Southeast corner of Lot 1, Block 10 of the original plat of the Town of Austin, Colorado; thence running West 90 feet; thence South 40 feet; thence East 90 feet thence North 40 feet to the point of beginning.
Exception No. 2: Beginning at a point 1317 feet South and North 89°28' East 30 feet from the Northwest corner of Section 6, Township 15 South, Range 94 West of the 6th P.M.; thence North 89°28' East 90 feet; thence South 0°06' East 21.05 feet; thence South 58°10' West 47.65 feet; thence South 76°59' West 51 feet to the East line of a County Road; thence North 57 feet to the point of beginning.
Exception No. 3: A part of the West 10 acres of the SW¼ of the NW¼ of Section 6, Township 15 South, Range 94 West of

the 6th P.M., bounded and described as follows: Beginning at a point on the North line of said SW¼ of the NW¼ whence the Northwest corner thereof bears South 89°28' West 120 feet; running thence North 89°28' East 215 feet; thence South 0°06' East 395 feet to a point on the North line of the right of way of Colorado Highway 92; thence along said right of way South 70°30' West 324 feet to the East line of the County Road; thence North 0°06' West 443 feet along said East line of County Road; thence North 76°59' East 51 feet; thence North 58°10' East 47.65 feet; thence North 0°06' West 21.05 feet to the point of beginning.

6. There remains unsatisfied and due and owing to the Plaintiff from Defendant Jerry L. Morrell the principal sum of $112,861.00 together with interest thereon in the sum of $ 189.95% 85 calculated and continuing to accrue at the rate of $32.46 per day from and after the date hereof; together with attorney fees in the sum of $4,262.50 and costs in the sum of $532.28 incurred in the collection of said indebtedness.

7. The attorney fees claimed by the Plaintiff are reasonable and are allowed as costs of collection.

8. All of the sums due to Plaintiff from Jerry L. Morrell as set forth above are secured by the subject deeds of trust which constitute prior and superior liens against all of the above described real property and the interests of all Defendants in the property are junior and subordinate to the liens of the Plaintiff.

9. Defendant Leta M. Morrell, by written stipulation for foreclosure, conveyed all of her interest in the subject property to the Plaintiff, consented to this foreclosure, and waived all rights of redemption she might otherwise have in and to the subject real property.

10. Defendant Jerry L. Morrell has consented to this foreclosure and waived all redemption rights he might otherwise have in and to the subject real property.

11. In view of the waiver of the redemption rights of the record owners of the subject property, the Court finds and determines that periods of redemption for junior lienholders under C.R.S. 38-38-303 should begin to run upon the expiration of ten days from and after the date of the foreclosure sale, with notices of intention to redeem by junior lienholders to be filed not later than said date.

12. None of the Defendants are infants, incompetent persons or officers or agencies of the State of Colorado or in the military service.

13. Venue of this action has been considered and is proper in this Court because the real property which is encumbered by the subject deeds of trust are located in the County of Delta and State of Colorado and payment on the indebtedness secured thereby to the Plaintiff is due at Plaintiff's banking house at Delta, in said county and state.

WHEREFORE, it is ordered, judged and decreed as follows:

a. Judgment is hereby entered in favor of Plaintiff and against Defendant Jerry L. Morrell in the sum of $4,262.50 for attorney fees and $532.28 costs, incurred by the Plaintiff in efforts to collect the indebtedness which is secured by the subject deeds of trust; and this judgment shall be deemed supplemental to the judgment of the Court in case no. 90 CV 93.

b. The four deeds of trust more particularly described hereinabove shall be foreclosed and the sheriff of Delta County, Colorado is hereby ordered to sell all of the real property more particularly described in paragraph 5 hereinabove in the same manner as prescribed for the sale of lands on execution; and the proceeds of such sale shall be applied first against all fees, costs, and expenses incurred in connection with the sale; second to reimburse any advances by the Plaintiff for taxes, insurance or other post-judgment costs; third to pay the Plaintiff the amount of the judgment in case no. 90 CV 93 and the supplemental judgment awarded hereinabove, together with interest and costs; and fourth to pay any balance remaining into the registry of the Court to be applied as the Court may further direct.

c. Following said sale the Sheriff of Delta County shall execute and deliver a Certificate of Purchase to the highest bidder for cash at said sale and cause a duplicate of said Certificate of Purchase to be recorded with the Clerk and Recorder of Delta County, make a report of such sale to this Court as soon as possible thereafter and, upon expiration of the periods of redemption provided hereinabove, execute and deliver a deed conveying the real property to the holder of the Certificate of Purchase, unless the property is sooner redeemed as permitted by law.

d. The periods of redemption for junior lienholders under C.R.S. 38-38-303 shall begin to run upon the expiration of ten days from and after the date of the foreclosure sale, with notices of intention to redeem by

junior lienholders to be filed not later than said date.

DONE IN OPEN COURT this 6th day of ~~February~~ March 1992.

BY THE COURT

George D. Lincoln
District Judge

xc: Brown 3-11-92 DRB

Filed in the_____Court
Delta County, Colorado

JUL 1 4 1997

JUDGMENT RECORD

DISTRICT COURT, DELTA COUNTY, COLORADO

CASE NO. 91 CV 124

CASE TITLE AFFILIATED NATIONAL BANK-DELTA, formerly COLORADO BANK AND TRUST COMPANY, Plaintiff,
vs.
LETA MORRELL, JERRY L. MORRELL, CAROL MORRELL, BILLY THE KID PRODUCE INC., and MILDRED HAMILTON, in her capacity as Public ~~Trustee of Delta, Colorado~~, Defendants

Judgment Debtor	Judgment Creditor
JERRY L. MORRELL	AFFILIATED NATIONAL BANK-DELTA, formerly COLORADO BANK AND TRUST COMPANY

Judgment Date: March 6, 1992

ORIGINAL JUDGMENT

Item	Amount
Judgment	
Interest	$ 4,262.50
Attorney Fee	$ 532.28
Costs	

COSTS AFTER ENTRY OF JUDGMENT

Date	Item	Amount

TRANSCRIPT OF JUDGMENT RECORD

State of Colorado)
) SS.
County of Delta)

I, Dennis R. Blaine, Clerk of the District Court, County of DELTA, State of Colorado, certify that the above judgment, in the above entitled case, is a complete transcript copy of the Judgment Record, retained in my office.

DATE 7/14/97

The Seal of this Court

Dennis R. Blaine
Clerk of the Court

By _____
Deputy

JDF-230D
R1/90

225 REV. 81 CLERK'S C IFICATE OF COPY, WITH JUDGE'S VERIFICATION - ECKEL CO., DENVER 33666

STATE OF COLORADO,
County of DELTA } **ss.**

I, Dennis R. Blaine Clerk of the District Court of the Seventh Judicial District of the State of Colorado within and for Delta County, do hereby certify the foregoing to be a true, perfect and complete copy of Transcript of Judgment in Delta County District Court Case Number 91-CV-124: Affiliated National Bank, formerly Colorado Bank and Trust Company, vs. Leta Morrell Jerry L. Morrel, Carol Morrell, Billy the Kid Produce Inc.

COUNTY AND DISTRICT COURTS ★ SEAL ★ SEVENTH JUDICIAL DISTRICT COLORADO

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, at my office in Delta, Colorado this 19th day of March 19 99

Dennis R. Blaine
CLERK.

STATE OF COLORADO,
County of Delta } **ss.**

I, Robert A. Brown Judge of the District Court of the Seventh Judicial District of the State of Colorado within and for the County of Delta, do hereby certify that Dennis R. Blaine whose name is subscribed to the foregoing Certificate of Attestation, now is, and was, at the time of signing and sealing the same, Clerk of the District Court of Delta County aforesaid, and keeper of the Records and seal thereof, duly appointed and qualified to office; that full faith and credit are and of right ought to be given to all his official acts as such in all Courts of Record and elsewhere; and that his said attestation is in due form of law, and by the proper officer.

Given under my hand and seal this 19th day of March

Robert A. Brown

COUNTY AND DISTRICT COURTS ★ (SEAL) SEAL ★ SEVENTH JUDICIAL DISTRICT COLORADO

STATE OF COLORADO,
County of Delta } **ss.**

I, Dennis R. Blaine Clerk of the District Court, of the Seventh Judicial District of the State of Colorado, within and for Delta County, do hereby certify that Robert A. Brown whose genuine signature is appended to the foregoing certificate, was, at the time of signing the same, Judge of the District Court of Delta County, of the State of Colorado, duly commissioned and qualified; that full faith and credit are and of right ought to be given to all his official acts as such, in all Courts of Record, and elsewhere.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, at my office in Delta Colo., this 19th day of March 19 99

COUNTY AND DISTRICT COURTS ★ SEAL ★ SEVENTH JUDICIAL DISTRICT COLORADO

Dennis R. Blaine
CLERK.

PARCEL IDENTIFICATION #
MEMBER #12611
WORK ORDER #11728 & 11752
SEC.9,T36N,R114W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That WE, the undersigned, LESTER J. HITCHENS & PEARL E. HITCHENS, Trustees of the Hitchens Family Trust, dated January 21, 1977, ("Grantor") 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, ("Grantees"), a perpetual easement and right of way for the construction and continued maintenance, repair, alteration and replacement of the electric distribution circuits, lines and equipment 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 E 1/2 SE 1/4 SW 1/4 and the W 1/2 SW 1/4 SE 1/4 of Section 9, T36N, R114W, of the 6th P.M., Sublette County, Wyoming.

COMMENCING at a point being the SW corner of said Section 9; thence N 72 degrees E, 2,400 feet to a pole numbered HB302B-83; thence easement begins and bears N 24 degrees W, 365 feet to transformer.

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

Together with all necessary and reasonable rights of ingress and egress and to excavate and refill ditches and trenches for the location and repair of said facilities and to cut, trim, spray herbicides, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of the facilities. The Grantor acknowledges that Electric and Magnetic Fields (EMF) are naturally occurring in the transmission or distribution of electricity, and that the Grantee has here notified Grantor that EMF testing and information is available upon request from the Grantee. This Easement by Grantor is intended to include so much space as is necessary or appropriate to the presence of EMF and reasonable operation of the Grantee's transmission or distribution lines. 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 the Grantor, this 17th day of June, 1999.

Lester J. Hitchens, Trustee

Pearl E. Hitchens, Trustee

STATE OF Arizona)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me by Lester Hitchens and Pearl Hitchens

this 18 day of June, 1999

Witness my hand and official seal.

OFFICIAL SEAL
CINDY R. LOVE
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires June 9, 2000

Notary Public

My commission expires:
June 9 2000

274156

RECORDED July 22 1999 9:50 AM
IN BOOK 70 Misc. PAGE 77
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cat Baxter

PARCEL IDENTIFICATION #
MEMBER #136832
WORK ORDER #11681
SEC.23,T37N,R113W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That I, the undersigned, EILEEN DOCKHAM, trustee under the Dockham Family Trust, dated July 17, 1991, ("Grantor") 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, ("Grantees"), a perpetual easement and right of way for the construction and continued maintenance, repair, alteration and replacement of the electric distribution circuits, lines and equipment 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 NE 1/4 NW 1/4 of Section 23, T37N, R113W, of the 6th P.M., Sublette County, Wyoming.

COMMENCING at a point being a pole which is located 2,300 feet East and 4,150 feet North of the SW corner of said Section 23; thence Westerly 365 feet to a pole and transformer; thence easement begins and bears N 53 degrees W, 75 feet to a meter.

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, spray herbicides, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of the facilities. The Grantor acknowledges that Electric and Magnetic Fields (EMF) are naturally occurring in the transmission or distribution of electricity, and that the Grantee has here notified Grantor that EMF testing and information is available upon request from the Grantee. This Easement by Grantor is intended to include so much space as is necessary or appropriate to the presence of EMF and reasonable operation of the Grantee's transmission or distribution lines. 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 the Grantor, this 8th day of June, 1999.

Eileen Dockham
Eileen Dockham, trustee

274157

RECORDED July 22 1999 9:50 AM
IN BOOK 70 Misc. PAGE 78
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

STATE OF Wyoming)
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Eileen Dockham By Cathy Lacon

this 18th day of June, 1999

Witness my hand and official seal.

(Seal)
JANICE T. WOODMENCEY
NOTARY PUBLIC
TETON COUNTY, WYOMING
MY COMMISSION EXPIRES

Janice T. Woodmencey
Notary Public

My commission expires: 8/5/2000

PARCEL IDENTIFICATION #
MEMBER #12623
WORK ORDER #11754 & 11755
SEC.01,T36N,R113W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That WE, the undersigned, WILLIAM L. CONLEY, JR. & LUCY C. CONLEY, husband & wife, as tenants by the entirety, ("Grantor") 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, ("Grantees"), a perpetual easement and right of way for the construction and continued maintenance, repair, alteration and replacement of the electric distribution circuits, lines and equipment 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 16-3 of Hoback Ranches Lot Division of Tract 16, Sheet 7, Sublette County, Wyoming.

COMMENCING at a point being the NW corner of said Tract 16-3; thence S 24 degrees E, 188 feet; thence easement begins and bears N 12 degrees W, 108 feet to a meter.

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, spray herbicides, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of the facilities. The Grantor acknowledges that Electric and Magnetic Fields (EMF) are naturally occurring in the transmission or distribution of electricity, and that the Grantee has here notified Grantor that EMF testing and information is available upon request from the Grantee. This Easement by Grantor is intended to include so much space as is necessary or appropriate to the presence of EMF and reasonable operation of the Grantee's transmission or distribution lines. 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 the Grantor, this 17th day of June, 1999.

William L. Conley Jr.

Lucy C. Conley

STATE OF Wyoming }

COUNTY OF Teton }

The foregoing instrument was acknowledged before me by William L Conley Jr & Lucy C Conley

this 18 day of June, 1999.

Witness my hand and official seal.

LORI B. HOWE - NOTARY PUBLIC
(Seal)
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES NOVEMBER 1, 2001

Notary Public

My commission expires: Nov 1, 2001

274158

RECORDED July 22 1999 9:50 M
IN BOOK 70 Misc. PAGE 79
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lastin

79

MEMORANDUM OF LEASE

An Agreement was entered into between C. Walker Cross, Trustee of the C. Walker Cross Revocable Trust dated March 21, 1984 of Pinedale, Wyoming, hereinafter referred to as Lessor, and Executive Inn of Jackson, Inc., a Wyoming Corporation, of Pinedale, Wyoming, hereinafter referred to as Lessee, whose address is Post Office Box 894, Pinedale, Wyoming 82941, for the leasing of the following described real estate, situate in the County of Sublette, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to wit:

> A tract of land located in Lot 3 (NE1/4NW1/4) of Section 4, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:
>
> Beginning at a point which bears S.89°48'37"W., along a North boundary of said Lot 3, a distance of 166.37 feet from the Northeast corner of said Lot 3 which is the N1/4 Corner of said Section 4; thence from said point of beginning continue S.89°48'37"W., along the North boundary of said Lot 3, a distance of 300.38 feet; thence S.00°30'29"W., a distance of 408.26 feet to a point of intersection with the North line of Wilson Street; thence N.89°56'46"E., a distance of 303.57 feet along the North line of Wilson Street; thence N.00°03'37"E., a distance of 409.53 feet to the point of beginning.

This Memorandum of Lease is for information and recordation purposes only and does not constitute the entire agreement between the parties.

LESSOR:

C. Walker Cross Revocable Trust,
dated March 21, 1984:

By: E. Walker Cross
C. Walker Cross, Trustee

LESSEE:

Executive Inn of Jackson, Inc.,
a Wyoming Corporation:

By: E. Walker Cross
C. Walker Cross, President

274164

RECORDED July 22 1999 11:15 AM
IN BOOK 70 Misc. PAGE 80
FEES $ 8.00 Mary L. Gilbert COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

STATE OF ~~ARIZONA~~ Montana
)
COUNTY OF ~~MARICOPA~~ Gallatin
Residing in West Yellowstone

The foregoing instrument was acknowledged before me this 8th day of July, 1999 ~~December, 1998~~ by C. Walker Cross, Trustee of the C. Walker Revocable Trust dated March 21, 1984 and President of the Executive Inn of Jackson, Inc.

WITNESS my hand and official seal.

Christi L Charles
Notary Public
My Commission expires: March 12, 2002

NOTARY PUBLIC for the State of Montana
Residing at West Yellowstone, Montana
My Commission Expires March 12, 2002

82

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

BETTY L. NEEDHAM, of said County and State, being first duly sworn on her oath, deposes and says:

That BETTY L. NEEDHAM is the surviving spouse of **STANLEY GORDON NEEDHAM, a/k/a STANLEY G. NEEDHAM**, who died 6/8/99, in Teton County, State of Wyoming.

That at the time of the death of STANLEY GORDON NEEDHAM, a/k/a STANLEY G. NEEDHAM, he owned certain real property by virtue of a certain Warranty Deed; said lands being more particularly described as follows:

Township 35 North, Range 111 West of 6th P.M., Sublette County, Wyoming;
Section 14: W1/2W1/2NW1/4SW1/4;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;

This Warranty Deed being recorded in the office of the Sublette County Clerk on 11/5/81, in Book 23 of Deeds, Page 30.

That the deceased STANLEY GORDON NEEDHAM, a/k/a STANLEY G. NEEDHAM is one of the grantees in the beforementioned Warranty Deed, and that the affiant, BETTY L. NEEDHAM is one and the same person as the said BETTY L. NEEDHAM, the other grantee in the beforementioned Warranty Deed.

That the beforementioned Warranty Deed created a joint tenancy with full right of survivorship under the laws of the State of Wyoming and, at the death of STANLEY GORDON NEEDHAM, a/k/a STANLEY G. NEEDHAM, all equity, right, title and interest of STANLEY GORDON NEEDHAM, a/k/a STANLEY G. NEEDHAM, in the beforementioned real property passed to and was vested in BETTY L. NEEDHAM.

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 STANLEY GORDON NEEDHAM, a/k/a STANLEY G. NEEDHAM, deceased.

DATED this 23 day of July, 1999.

Betty L. Needham
BETTY L. NEEDHAM

274168

RECORDED July 23 1999 9:35A M
IN BOOK 70 Misc PAGE 82
FEES $ 10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cath Lacher

Subscribed and sworn to before me by BETTY L. NEEDHAM, this 23 day of July, 1999.

WITNESS my hand and official seal.

Susan J. Hanson - Notary Public
County of Sublette
State of Wyoming
My Commission Expires Dec. 12, 2002

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/2002

CERTIFICATION OF VITAL RECORD

84

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 39

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.)
STANLEY	GORDON	NEEDHAM	Male	June 8, 1999

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.)
428-26-1445	76					January 20, 1923

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

7b. FACILITY NAME (If not institution, give street and number)	7c. CITY, TOWN, OR LOCATION OF DEATH	7d. COUNTY OF DEATH
St. John's Hospital	Jackson	Teton

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

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	Station Agent	Airlines

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Teton	Jackson	132 North Gros Ventre 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+)
No	No [X] Yes [ ] (Specify)	White	12	

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
Arthur	Gordon	Needham	Laura	Isabelle	Standley

INFORMANT

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

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
2001 Corner Creek Lane #19	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
Burial	June 11, 1999	South Park Cemetery	Jackson,	Wyoming

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
[signature]	479	Valley Mortuary	119	950 Alpine Lane Jackson

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] P. George Poore MD

22b. DATE SIGNED (Mo., Day, Yr.) 6/8/99

22c. HOUR OF DEATH 8:46 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)
George Poore, M.D. 555 E. Broadway #202 Jackson, Wyoming 83001

25a. REGISTRAR (Signature) [signature]

25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) 6/11/99

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 Cerebral Vascular Accident	3 days.
	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)
No	No

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

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

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

JUN 14 1999

VR 2-89
4/94 15M

078034

This is a true and exact reproduction of the document on file in the office of Vital Records Services, Cheyenne, Wyoming.

DATE ISSUED: JUN 16 1999

Lucinda McCaffrey
Deputy State Registrar

This copy is not valid unless prepared on paper with an engraved border displaying the date, seal and signature of the Deputy State Registrar

American Bank Note Company

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

VITAL RECORDS SERVICES SEAL WYOMING

AFFIDVIT FOR COLLECTION AND DISTRIBUTION
OF DECEDENT'S PERSONAL PROPERTY
PURSUANT TO W.S. § 2-1-201

I, DONNA SUE MILLER, being first duly sworn, on oath depose and state that I am making this Affidavit pursuant to W.S. § 2-1-201, as a distributee of the estate of DENNIS CLYDE MILLER, as hereinafter set forth, and that I make the following statements in connection therewith:

1. DENNIS CLYDE MILLER died on May 4, 1999, and was a resident of Sublette County, Wyoming, at the time of his death.

2. Decedent died testate with his wife, DONNA, as the sole distributee of his estate.

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. DONNA MILLER is the 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, DONNA 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).

8. Any person indebted tot he 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 DONNA MILLER.

DATED this 21 day of July, 1999.

Donna Sue Miller
DONNA SUE MILLER
P.O. Box 35
Bondurant, Wyoming 82922

STATE OF WYOMING)
Teton CK)ss.
COUNTY OF ~~SUBLETTE~~)

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 21 day of July, 1999, by DONNA SUE MILLER.

WITNESS my hand and official seal.

CYNTHIA FERRELL
Notary Public State of Wyoming
County of Teton
My Commission Expires Jan 22 , 2003

Cynthia Ferrell
NOTARY PUBLIC

My commission expires: 1-22-2003

274185

RECORDED July 23 1999 1:40 P M
IN BOOK 70 Misc PAGE 85
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Barb Parker

85

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF SAN DIEGO

86

CERTIFICATE OF DEATH

STATE OF CALIFORNIA

USE BLACK INK ONLY/NO ERASURES, WHITEOUTS OR ALTERATIONS

VS-11 (REV. 7/97)

STATE FILE NUMBER

3 199937 007115

LOCAL REGISTRATION NUMBER

DECEDENT PERSONAL DATA

1. NAME OF DECEDENT—FIRST (GIVEN)	2. MIDDLE	3. LAST (FAMILY)
Dennis	Clyde	Miller

4. DATE OF BIRTH MM/DD/CCYY	5. AGE YRS.	IF UNDER 1 YEAR: MONTHS	IF UNDER 1 YEAR: DAYS	IF UNDER 24 HOURS: HOURS	IF UNDER 24 HOURS: MINUTES	6. SEX	7. DATE OF DEATH MM/DD/CCYY	8. HOUR
08/20/1940	58					Male	05/04/1999	1115

9. STATE OF BIRTH	10. SOCIAL SECURITY NO.	11. MILITARY SERVICE	12. MARITAL STATUS	13. EDUCATION—YEARS COMPLETED
UT	566-54-2204	☐ YES ☒ NO ☐ UNK	Married	12

14. RACE	15. HISPANIC—SPECIFY	16. USUAL EMPLOYER
White	☐ YES ☒ NO	Self Employed

17. OCCUPATION	18. KIND OF BUSINESS	19. YEARS IN OCCUPATION
Cement Contractor	Construction	30

USUAL RESIDENCE

20. RESIDENCE—(STREET AND NUMBER OR LOCATION)				
791 Upper Hoback River Road				
21. CITY	**22. COUNTY**	**23. ZIP CODE**	**24. YRS IN COUNTY**	**25. STATE OR FOREIGN COUNTRY**
Bondurant	Sublette	82922	2	WY

INFORMANT

26. NAME, RELATIONSHIP	27. MAILING ADDRESS (STREET AND NUMBER OR RURAL ROUTE NUMBER, CITY OR TOWN, STATE, ZIP)
Donna Sue Miller, Wife	791 Upper Hoback River Rd., Bondurant, WY 82922

SPOUSE AND PARENT INFORMATION

28. NAME OF SURVIVING SPOUSE—FIRST	29. MIDDLE	30. LAST (MAIDEN NAME)	
Donna	Sue	Manley	
31. NAME OF FATHER—FIRST	**32. MIDDLE**	**33. LAST**	**34. BIRTH STATE**
Alma	Clyde	Miller	Utah
35. NAME OF MOTHER—FIRST	**36. MIDDLE**	**37. LAST (MAIDEN)**	**38. BIRTH STATE**
Carolyn	Mae	Burgan	CA

DISPOSITION(S)

39. DATE MM/DD/CCYY	40. PLACE OF FINAL DISPOSITION
05/11/1999	RES: Donna Miller,wife 791 Upper Hoback River Road, Bondurant, WY 82922

FUNERAL DIRECTOR AND LOCAL REGISTRAR

41. TYPE OF DISPOSITION(S)	42. SIGNATURE OF EMBALMER	43. LICENSE NO
CR/RES	▶ Not Embalmed	-
44. NAME OF FUNERAL DIRECTOR	**45. LICENSE NO.**	**46. SIGNATURE OF LOCAL REGISTRAR**	**47. DATE MM/DD/CCYY**
Alhiser-Wilson Mortuary	FD 297	▶ [signature]	05/07/1999

PLACE OF DEATH

101. PLACE OF DEATH	102. IF HOSPITAL, SPECIFY ONE: ☐ IP ☐ ER/OP ☐ DOA	103. FACILITY OTHER THAN HOSPITAL: ☐ CONV. HOSP. ☐ RES. CARE ☐ OTHER	104. COUNTY
Decedent's Residence			San Diego
105. STREET ADDRESS—(STREET AND NUMBER OR LOCATION)			**106. CITY**
3615 Lake Wohlford Rd.			Escondido

CAUSE OF DEATH

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

			TIME INTERVAL BETWEEN ONSET AND DEATH
IMMEDIATE CAUSE	(A)	Acute ventricular arrhythmia	min
DUE TO	(B)	Atherosclerotic heart disease	yrs
DUE TO	(C)		
DUE TO	(D)		

108. DEATH REPORTED TO CORONER: ☒ YES ☐ NO — REFERRAL NUMBER: 5-051

109. BIOPSY PERFORMED: ☐ YES ☒ NO

110. AUTOPSY PERFORMED: ☐ YES ☒ NO

111. USED IN DETERMINING CAUSE: ☐ YES ☐ NO

112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN 107

None

113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? IF YES, LIST TYPE OF OPERATION AND DATE.

No

PHYSICIAN'S CERTIFICATION

114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED.

DECEDENT ATTENDED SINCE MM/DD/CCYY	DECEDENT LAST SEEN ALIVE MM/DD/CCYY
04/13/1993	12/17/1997

115. SIGNATURE AND TITLE OF CERTIFIER	116. LICENSE NO.	117. DATE MM/DD/CCYY
▶ [signature]	G034973	05/07/1999

118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP

Roy R. Johnson,MD 28743 Vly Ctr.Rd.Valley Center,CA 92082

CORONER'S USE ONLY

I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED.

119. MANNER OF DEATH: ☐ NATURAL ☐ SUICIDE ☐ HOMICIDE ☐ ACCIDENT ☐ PENDING INVESTIGATION ☐ COULD NOT BE DETERMINED

120. INJURY AT WORK	121. INJURY DATE MM/DD/CCYY	122. HOUR	123. PLACE OF INJURY
☐ YES ☐ NO			

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

125. LOCATION (STREET AND NUMBER OR LOCATION AND CITY, ZIP)

126. SIGNATURE OF CORONER OR DEPUTY CORONER	127. DATE MM/DD/CCYY	128. TYPED NAME, TITLE OF CORONER OR DEPUTY CORONER
▶		

STATE REGISTRAR

A	B	C	D	E	F	G	H	FAX AUTH. #	CENSUS TRACT
								9907395	

County of San Diego - Department of Health Services - 3851 Rosecrans Street. This is to certify that, if bearing the OFFICIAL SEAL OF THE STATE OF CALIFORNIA, the OFFICIAL SEAL OF SAN DIEGO COUNTY AND THEIR DEPARTMENT OF HEALTH SERVICES EMBOSSED SEAL, this is a true copy of the ORIGINAL DOCUMENT FILED. Required fee paid.

DATE ISSUED: May 11, 1999

ROBERT K. ROSS, M.D.
REGISTRAR OF VITAL RECORDS
County of San Diego

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.

MIDWEST BANK NOTE COMPANY

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

LEASE

THIS LEASE, made on the date indicated below, between **WIND RIVER PROPERTIES GENERAL PARTNERSHIP,** hereinafter referred to as Lessor, and **CHILDREN'S DISCOVERY CENTER, A Wyoming Nonprofit Corporation,** hereinafter referred to as Lessee.

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **Description of Premises.** Lessor leases to Lessee the premises described as:

   Lot One (1), Block Three (3) of the Faler Addition to the Town of Pinedale, Sublette County, Wyoming as the same appears on the official map thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming; TOGETHER WITH all improvements and appurtenances thereunto appertaining.

2. **Term.** The term of this lease shall be for a forty (40) year period. This term shall commence on 7/1/99 and shall expire 6/30/2039.

3. **Rent.** Lessee shall pay the Lessor as rent during the initial lease term, the sum of Five Hundred and NO/100 ($500.00) Dollars per month. All rent payments shall be made in advance on the 1st day of each and every month during the term of this lease.

4. **Waste, Nuisance or Unlawful Activity.** Lessee shall not allow any waste or nuisance on the premises, or use or allow the premises to be used for any unlawful purpose. Except for the foregoing there are no restrictions on Lessee's use of the leased premises and Lessor shall have no right to direct or control Lessee's use of the leased premises.

5. **Non-Liability of Lessor.** Lessor shall not be liable for damage claims for injury to persons or property from any cause relating to the occupancy of the leased premises by Lessee. Lessee shall indemnify and hold Lessor harmless from all liability, loss or other damage claims or obligations resulting from any injuries or losses of this nature. Lessee shall maintain premises liability insurance in an amount of not less than $1,000,000 per occurrence with Lessee named as an additional insured. Lessee shall provide proof of insurance to Lessor upon the execution of this lease and at any time during the term of this lease upon request. Lessor shall have no duty or authority to oversee or direct Lessee's operation or maintenance of the leased premises.

6. **Construction and Financing of Improvements.** The parties anticipate that the Lessee will be constructing a building and other improvements on the leased premises. Lessee may construct and locate such improvements on the leased premises as it shall wish

274219

RECORDED July 26 1999 12:55 P M
IN BOOK 70 Misc. PAGE 87
FEES $ 12.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Lutz

87

and may encumber said improvements to secure the necessary financing to construct the same. The encumbrance of such improvements shall only extend to Lessee's ownership interest and shall not act to encumber Lessor's interest in the leased premises. Lessor's consent shall not be necessary for such construction or encumbrance. Lessee shall be solely responsible for the costs of any such approved additions and improvements and shall not allow any lien to attach to or be filed against the leased premises. Any failure to pay such cost or the attaching or filing of any lien which is not being contested in a timely manner is a violation of this lease.

7. **Grant of Option.** In the event Lessee shall default on a loan financing the construction of improvements on the leased premises which is secured by said improvements and shall receive notice of foreclosure thereon, Lessor is hereby granted an option to purchase the said improvements for a sum equal to the outstanding balance of said loan. Upon Lessee receiving notice of default under said loan or notice of foreclosure, Lessee shall immediately give the Lessor written notice thereof. This notice shall include a copy of the notice received by the Lessee and the amount owed on the concerned loan and shall be sent certified mail with return receipt requested. Lessor shall then have a period of twenty-one (21) days after receipt of said notice to exercise its purchase option. If Lessor chooses to exercise said right, notice of exercise shall be given to Lessee in writing within said twenty-one (21) day period. Notice shall be considered effective upon deposit in the U.S. mail or personal delivery to an agent of the Lessee. The exercise of said right within said time frame shall create a contract to sell and buy between Lessor and Lessee as to the real property at the balance owed on said concerned loan. At closing said concerned loan shall be paid in full from the purchase price.

8. **Default.** Lessee shall have thirty (30) days after receipt of written notice from Lessor of any breach of this lease to correct the condition specified in the notice, or, if the corrections cannot be made within the thirty (30) day period, Lessee shall have a reasonable time to correct the default if action is commenced by the Lessee within the thirty (30) day initial notice period. If a breach of this lease is not so cured or addressed if the leased premises are abandoned by the Lessee during the term of the lease, Lessor may terminate this lease. Provided that, if the improvements located on the leased premises are encumbered and Lessor has knowledge of said encumbrance, either actual or constructive, this lease shall not be so terminated until the secured party is given thirty (30) days notice of Lessor's intent to terminate and an opportunity to cure the Lessee's breach. In the event

of default and termination, Lessor shall have the right to reenter and repossess the leased premises, and to dispossess and remove therefrom all occupants and their effects, without being liable for any prosecution therefore, to hold the premises as if this lease had not been made.

9. **Attorney's Fees.** If either party shall file an action to enforce any agreement contained in this lease or for breach of any covenant or condition, the prevailing party shall recover their reasonable attorney's fees for the services of their attorney and costs in the action.

10. **Property Insurance.** Lessee shall insure the improvements to the real property against fire and other hazards and also insure its personal property located on the leased property and hold Lessor harmless from any damages thereto. Lessor shall have no duty to insure any property of the Lessee.

11. **Utilities and Taxes.** Lessee shall promptly pay all utilities and/or property taxes associated with the leased premises.

12. **Condition.** Lessee covenants that it has received the leased premises in good order and condition and at the expiration of the leased period, it will turn over the premises to Lessor in as good order and condition as when they ~~were entered into,~~ ordinary wear and tear excepted. Lessee shall maintain the property in a reasonable, neat and orderly manner.

13. **Assignment / Sub-Lease.** Lessee's ~~rights under~~ this lease may be assigned and transferred and/or the premises may be sub-leased without the consent of the Lessor.

DATED this 13th day of July, 19 99.

Lessor: Wind River Properties Partnership:

13 July, 1999 BY: Charles A. Childs Jr

Charles A. Childs Jr

General Partner

DATED this 15 day of July, 19 99.

Lessee: Children's Discovery Center, A Wyoming Nonprofit Corporation:

BY: [signature]

ITS: Chairman of Board

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

Acknowledged before me this 15th day of July, 1999, by T.F. DAVENPORT, JR.

Witness my hand and official seal.

DEBI K. RULAND - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Sept. 14, 2000

Debi K. Ruland
Notary Public

STATE OF WYOMING

COUNTY OF TETON

Acknowledged before me this 23rd day of July, 1999 by CHARLES A. CHIDSEY.

Witness my hand and official seal.

Marcia R. Dunn

MARCIA R. DUNN - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires March 9, 2002

AGRICULTURE LEASE AGREEMENT

THIS AGRICULTURE LEASE AGREEMENT (hereinafter sometimes referred to as "Lease") made this 1st day of June, 1999, by and between **CHARLES DONALD CHRISTMANN, AS TRUSTEE OF THE CHARLES DONALD CHRISTMANN 1984 TRUST** (hereinafter sometimes referred to as "Lessor") and **CHARLES DONALD CHRISTMANN** (hereinafter sometimes referred to as "Lessee").

WHEREAS, under date of June 2, 1989, Lessor and Lessee entered into a lease agreement related to the real property and improvements more fully described on Exhibit "A", which is attached hereto and incorporated herein for all purposes (hereinafter sometimes collectively referred to as "Premises"), such agreement being recorded in Book 55, Misc., at Page 516, with the County Clerk of Sublette County, Wyoming; and

WHEREAS, Lessor and Lessee desire to again enter into a lease agreement related to the Premises, superseding the prior lease agreement.

NOW THEREFORE, in consideration of the terms, conditions and covenants contained in this Lease, Lessor and Lessee agree as follows:

WITNESSETH:

1. **Leasing Clause**: Lessor does hereby lease the Premises to Lessee for and in consideration of the rents and covenants hereinafter mentioned to be paid and performed.

2. **Original Term and Renewal Terms**: The original term of this Lease shall commence on June 1, 1999, and such initial term shall be for a period of one (1) year; provided, however, it shall thereafter renew automatically for successive annual terms on the same covenants and conditions as set forth herein, unless Lessor or Lessee shall notify the other of their intent not to so renew in writing, at least thirty (30) days prior to the end of any such annual lease period. This automatic renewal provision shall cease on May 31, 2019.

3. **Rent**: Lessee covenants to pay Lessor rentals in the sum of Twenty Thousand and no/100 ($20,000.00) Dollars for each year during the term of this Lease. Such amount shall be payable by Lessee to Lessor on or before the end of each annual lease period (May 31) hereunder.

4. **Repairs**: Lessee shall be responsible for maintenance and repair of the buildings and other improvements, including the plumbing, heating, cooling, electrical, mechanical, sewer and water systems on the Premises, and covenants to keep and maintain in good repair all such buildings and other improvements. Provided, however, if any damage is not the result of the negligent acts of Lessee or Lessee's employees or agents, and there exists

274251

RECORDED July 28 1999 1:50p M
IN BOOK 70 Misc PAGE 91
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soter

insurance coverage for said damages, Lessee shall only be responsible for any costs not covered by said insurance. All maintenance and repairs to be performed by Lessee hereunder shall be completed expeditiously and in conformance with all applicable rules, regulations, ordinances and laws. In the event Lessee fails to carry out any maintenance or repairs required herein, Lessor may, at its option, effect such maintenance or repairs and hold the Lessee liable for any amounts expended to effect the same.

5. **Modifications, Alterations or Additions**: Lessee shall not be entitled to make modifications, alterations, additions and/or improvements on the Premises without the prior consent of Lessor and, unless agreed otherwise at the time of such consent, the Lessee shall pay for such modifications, alterations, additions and/or improvements without deduction or setoff against Lessee's rent obligations. Lessor may, at its cost, make modifications, alterations, additions and/or improvements on the Premises as Lessor determines, from time to time, to be reasonably necessary or advisable.

6. **Ownership of Buildings, Improvements and Fixtures**: Any buildings, improvements, additions, alterations and/or fixtures (except furniture, machinery, equipment and trade fixtures) constructed, placed or maintained on any part of the leased Premises during the lease term are considered part of the real property of the Premises and must remain on the Premises and become Lessor's property when the Lease terminates.

7. **Right To Remove Personal Property**: Lessee may, at any time while he occupies the Premises, or within a reasonable time thereafter, remove any furniture, machinery, equipment or other trade fixtures owned or placed by Lessee, his subtenants or licensees, in, under, or on the Premises, or acquired by Lessee, whether before or during the Lease term. Before the Lease terminates, Lessee must repair any damage to any buildings or improvements on the Premises resulting from the removal. Any such items not so removed by the Lessee shall become Lessor's personal property.

8. **Taxes and Utilities**: Lessor shall pay all general and special real estate taxes and assessments levied against the Premises during the term of the Lease. Lessee shall pay for all utilities associated with the Premises during the term of the Lease.

9. **Insurance**: Lessor shall, at its cost, maintain and pay premiums on the following insurance policies: fire and extended coverage on the main home located on the Premises, for a sum of the fair market value of said improvement; and liability insurance coverage on the Premises, with a primary minimum of $500,000.00 and an umbrella coverage of $2,000,000.00. Proof of insurance shall be provided and Lessee shall be named as an additional insured under such policies. Any damage claim paid under such insurance policies shall be used for the repair or reconstruction of the damaged property.

10. **Indemnification**: Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, arising from the conduct or management of Lessee's business or Lessee's use of the Premises, or from any negligent act or

omission by Lessee, or Lessee's agents, servants, employees, contractors, guests or invitee on or about the Premises. If any action or proceeding is brought against Lessor arising from any of these circumstances, Lessee further agrees to defend the action or proceeding with legal counsel acceptable to Lessor.

11. **Use of Premises**: Lessee intends to use the demised Premises for agriculture purposes only and shall operate same using all modern methods customarily practiced in the area.

12. **No Partnership or Joint Venture**: The relationship between Lessor and Lessee is at all times solely that of landlord and tenant and may not be deemed a partnership or a joint venture. Neither party shall have the authority to bind the other without the other party's written consent.

13. **Assignment or Sublease**: Lessee may assign this Lease and/or sublet any portion of the Premises provided Lessor consents (which consent shall not be unreasonably withheld). This Lease shall bind and inure to the benefit of the Lessee, and any Lessor-approved successor, assignee or sub-lessee, and to the benefit of the Lessor and Lessor's successors and assigns.

14. **Destruction of Premises**: Any partial destruction to the leased improvements shall neither annul nor void this Lease, except that Lessee shall be entitled to a reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the agriculture business carried on by Lessee on the Premises. If the repairs cannot be made within forty-five (45) days, Lessee may, at Lessee, option, terminate this Lease. The Lessor shall have the obligation to repair or restore the Premises or buildings to substantially the same condition in which they were before the fire or other casualty occurred if the Lease is not terminated as set out above.

15. **Default**: If either party to this Lease is ever in default under the terms and provisions of this Lease, or if either party commits a breach of any one (1) or more of the promises, covenants, terms and conditions of this Lease, then the non-defaulting party shall mail or deliver a written notice to that effect to the party in default. This notice shall state the precise nature of the default or breach. If the default or breach involves the payment of money, the defaulting party shall have thirty (30) days after the receipt of the notice of default to cure the same. If the default or breach involves something other than the payment of money, the defaulting party shall have forty-five (45) days after the receipt of the notice of default to start to cure and correct the same and shall thereafter complete the same with all reasonable speed and diligence. Delivery of such notice to the Trustee, Lessor or the Lessee shall constitute proper delivery to said parties. If the breach shall not be cured within the allowed period and the Lessee shall be the non-breaching party, Lessee shall have all remedies available at law and shall recover his reasonable attorney's fees as determined by the Court if litigation results. If the breach shall not be cured within the allowed period and Lessor shall be the non-breaching party, Lessor shall have the right to declare this Lease terminated and retake possession of the leased Premises free of any

further right or claim of the Lessee. Lessor shall also have all other remedies available at law and shall recover its reasonable attorney's fees as determined by the Court if litigation results.

16. **Covenant of Quiet Possession**: So long as the Lessee performs all of his duties and obligations hereunder, he shall have the right to hold and enjoy the full and quiet possession of the Premises and to use and occupy said Premises, subject only to all of the terms and provisions set forth in this Lease.

17. **Crops**: Lessee shall receive the full benefit of the hay crop growing as of June 1, 1999, as well as any stacked or baled hay presently located on the leased Premises.

18. **Leases and Permits**: The sums paid for this Lease are also consideration for the use, by Lessee, of all B.L.M. leases and grazing permits associated with the agriculture operation on the leased Premises. These leases and permits shall remain in Lessor's name during the term of this Lease; however, Lessee shall have the exclusive use thereof. Lessee shall pay all lease or permit fees or payments associated with such B.L.M. leases and grazing permits over the period of this Lease in addition to all other payments call for hereunder.

19. **Surface Damage**: In the event any trespass fees or payments for surface damages shall be made during the Lease term due to the drilling or re-working of an oil or gas well or due to seismic activity, such payments shall be paid to Lessee to compensate him for the disruption to his agriculture business.

20. **Notices**: Whenever under this Lease, provision is made for notice of any kind, such notice shall be in writing and signed by or on behalf of the party giving or making the same, and it shall be deemed sufficient notice and service thereof, if such notice is sent by registered or certified mail, postage prepaid, to the last Post Office address of the party to whom the notice is directed. The initial address for notices is as follows:

Lessor: **CHARLES DONALD CHRISTMANN, AS TRUSTEE OF THE CHARLES DONALD CHRISTMANN 1984 TRUST**
P.O. Box 238
Pinedale, WY 82941

Lessee: **CHARLES DONALD CHRISTMANN**
P.O. Box 238
Pinedale, WY 82941

21. **Construction, Usage and Interpretation**: Whenever in this Lease the singular is used and the plural would be applicable, then such usage of the singular shall be deemed and considered to include the plural. Whenever in this Lease the plural is used and singular would be applicable, then such usage of the plural shall be deemed and considered to include the singular. Whenever in this Lease a particular gender is used and another gender is applicable, then

such usage shall be deemed to consider and include the other, applicable, gender.

22. **Waivers and Consents**: One (1) or more waivers of the covenants or conditions by the Lessor or Lessee shall not be construed as a waiver of any further breach of the same covenant or condition, nor shall the consent or approval of either party to any act be deemed to waive or render unnecessary such party's consent or approval to any subsequent or similar act.

23. **Prior Agreements Superseded**: This agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

24. **Force Majeure**: Neither Lessor nor Lessee shall be required to perform any obligation under this Lease as long as performance is delayed or prevented by force majeure. "Force majeure" shall mean acts of God, drought, floods, material or labor restrictions by any governmental authority, and any other cause not reasonable within the control of either party, and which, by the exercise of due diligence, Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

This Lease agreement is executed on the day and year first written above.

LESSOR:

CHARLES DONALD CHRISTMANN, AS TRUSTEE OF THE CHARLES DONALD CHRISTMANN 1984 TRUST

CHARLES DONALD CHRISTMANN, TRUSTEE

LESSEE:

CHARLES DONALD CHRISTMANN

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Lease Agreement was acknowledged before me on this 27 day of July, 1999, by **CHARLES DONALD CHRISTMANN**, both **AS TRUSTEE OF THE CHARLES DONALD CHRISTMANN 1984 TRUST** and Individually.

Patricia Lovato
(Signature of Notary Public)

Patricia Lovato
(Printed Name of Notary Public)

My Commission Expires: My Commission Expires July 13, 2000

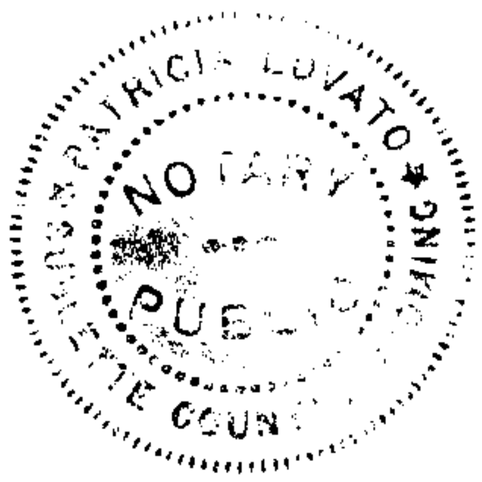


EXHIBIT "A"

Township 33 North, Range 108 West of the 6th P.M., Sublette County, Wyoming;

Section 2: S1/2SW1/4, SW1/4SE1/4
Section 10: SE1/4NE1/4, SE1/4SW1/4, N1/2SE1/4, SW1/4SE1/4
Section 11: NW1/4NE1/4, NW1/4, N1/2SW1/4
Section 15: E1/2NW1/4, SW1/4
Section 21: NE14
Section 22: N1/2NW1/4, SW1/4NW1/4

TOGETHER WITH all improvements and appurtenances thereunto appertaining;

SUBJECT TO reservations and restrictions contained in the United States patents or of record and to easements and rights-of-way of record or in use; and, to prior mineral reservations of record.

When recorded, mail to:

John R. Madsen, Esq.
RAY, QUINNEY & NEBEKER
79 So. Main Street, #400
Salt Lake City, UT 84111

274267

RECORDED July 29 1999 8:20 AM
IN BOOK 70 Misc. PAGE 98
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soder

DEED OF DISTRIBUTION BY PERSONAL REPRESENTATIVE

THIS DEED is made by First Security Bank, N.A., as Personal Representative of the estate of Nancy Jean Smith Osterloh (aka Nancy Smith Osterloh), deceased, Grantor, to First Security Bank, N.A., as Trustee under Trust Agreement dated January 28, 1978 (which was entered into by Nancy Jean Smith Osterloh as Trustor), Grantee;

WHEREAS, Grantor is the qualified Personal Representative of said estate, filed as Probate Number 1701, in Sublette County, State of Wyoming;

WHEREAS, Grantee is entitled to distribution of the hereinafter described real property;

THEREFORE, for valuable consideration received, Grantor quitclaims, transfers, and conveys to First Security Bank, N.A., as Trustee under that Trust Agreement dated January 28, 1978 entered into by Nancy Jean Smith Osterloh as Trustor, of 79 So. Main Street, Salt Lake City, Utah, 84111, an undivided one-fourth (1/4) interest in the following described real property located in the County of Sublette, State of Wyoming:

All of Lot 2 of the Half Moon Second Subdivision, according to the plat thereof, as recorded in the Office of the Sublette County Recorder, State of Wyoming.

DATED the 19 day of July, 1999

FIRST SECURITY BANK, N.A. as Personal Representative of the Estate of Nancy Smith Osterloh

By: Ronald D. Farnsworth
Its: Trust officer

STATE OF UTAH)
: ss.
COUNTY OF Washington)

On the 19th day of July, 1999, personally appeared before me Ronald Farnsworth, as the Trust officer of First Security Bank, N.A., Personal Representative of the estate of Nancy Jean Smith Osterloh, and as signer of the foregoing instrument, who duly acknowledged to me that he executed the same as authorized and on half of First Security Bank, N.A.

Suzanne E Moore
Notary Public
Residing at: St George

My Commission Expires:
5/25/2000

SUZANNE E. MOORE
NOTARY PUBLIC • STATE of UTAH
FIRST SECURITY BANK
1 SOUTH MAIN
ST GEORGE, UTAH 84770
COMM. EXP. 5-25-2000

415298\TAM

TRANSPORTATION COMMISSION OF WYOMING

The Transportation Commission of Wyoming met in the Commission room of the Transportation Headquarters building in Cheyenne on Thursday, June 17, 1999. The meeting was convened at 8:30 a.m. with the following members constituting a quorum:

Chuck Brown, Chairman, Wheatland
Dianne Mills, Vice Chairman, Evanston
Gene Kupke, Commissioner, Lusk
Delbert Eitel, Commissioner, Kaycee
Bob Grieve, Commissioner, Savery
Carl Leyba, Commissioner, Thermopolis
Gene Roccabruna, Director
Keith Rounds, Secretary

EXCERPT

15. It was recommended by Mr. Pope, moved by Vice Chairman Mills, seconded by Commissioner Leyba and carried to approve the following resolution for abandonment:

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, a portion of Wyoming Department of Transportation Project Number F-11-4(10), U.S. Highway Nos. 189-191, Big Piney-Daniel Jct, Sublette County, Wyoming, is no longer needed for state highway or public use purposes. Said portion being described as follows:

All that portion of the presently existing right-of-way of U.S. Highway Nos. 189-191 at Daniel Junction situate in the NW¼ of Section 26, T. 34 N., R. 111 W., Sublette County, Wyoming, lying within the boundary of the Decker Oil Amended Lot Division as recorded in Book 69 Misc. at Page 558 of the Sublette County Records.

274295

RECORDED July 30 1999 12:6 P M
IN BOOK 70 Misc PAGE 99
FEES $ 8.00 Mary L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lacefan

The above described parcel of land contains 0.23 of an acre, more or less.

NOW, THEREFORE BE IT RESOLVED, the Transportation Commission of Wyoming hereby abandons the above-described land to the adjacent landowner(s) as provided for under provisions and authority of W.S. 24-3-126.

STATE OF WYOMING)
)§
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 June 17, 1999.

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 12th day of July, 1999.

(seal)

Keith Rounds, Secretary
Transportation Commission of Wyoming

ACKNOWLEDGEMENT

STATE OF WYOMING)
)§
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me this 12th day of July, 1999 by Keith Rounds.

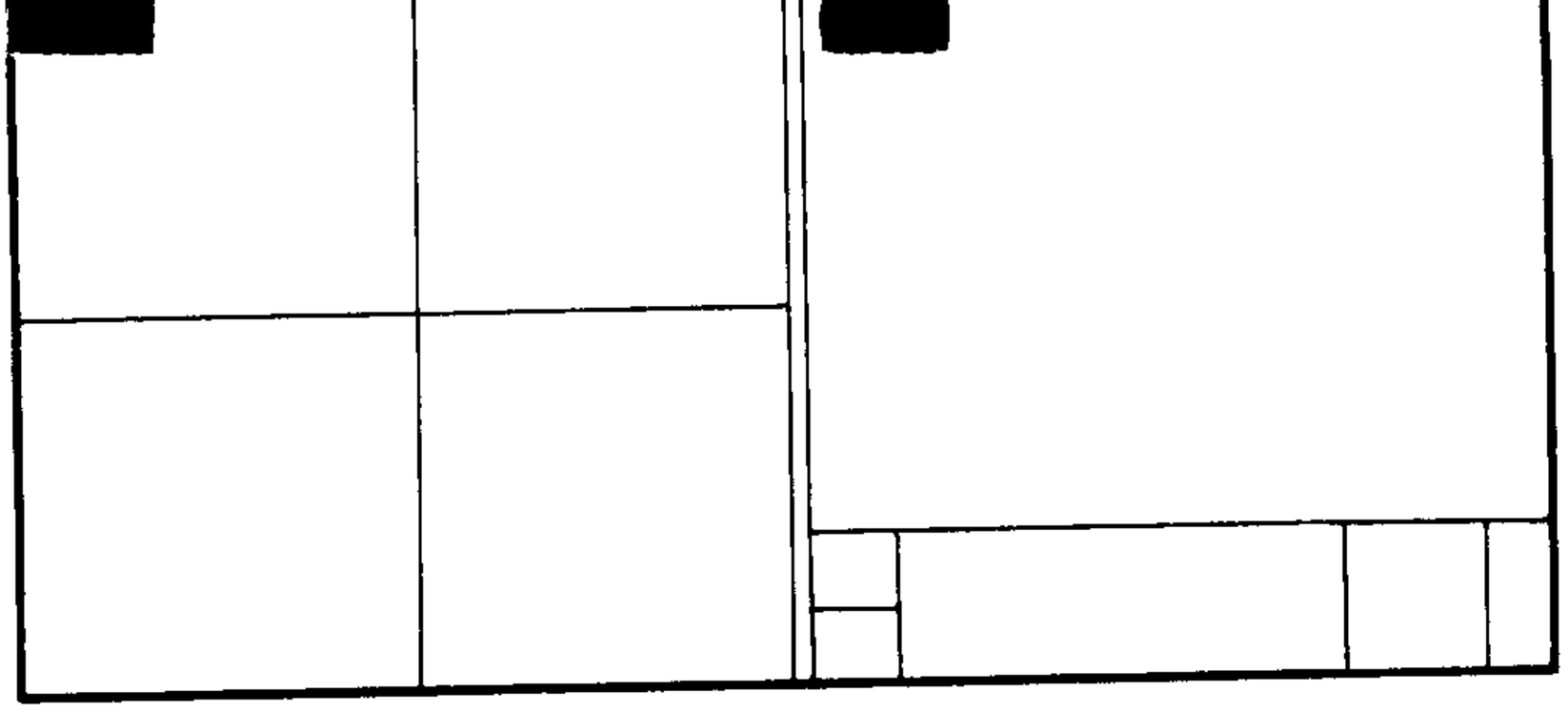
Witness my hand and official seal.

Notary Public

My commission expires 10-10-01

(Seal)

JOHN SHERMAN · NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 10, 2001



VICINITY MAP

SCALE: 1" = 1000'

0 1000 2000 3000

CERTIFICATE OF APPROVAL

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

Pursuant to Chapter V of the Sublette County, Wyoming Subdivision Resolution, the foregoing GREEN ACRES LOT DIVISION was approved at the regular meeting of the Board of County Commissioners held on the 20th day of July, 1999.

BOARD OF COUNTY COMMISSIONERS

William W. Cramer

William W. Cramer, Chairman

Betty Fear

Betty Fear, Commissioner

COUNTY OF SUBLETTE

Gordon R. Johnston, Commissioner

Mary L. Lankford, County Clerk
(Attest)

THE STATE OF WYOMING
COUNTY CLERK
SUBLETTE COUNTY

274364
RECORDED August 4 1999 11:35AM
IN BOOK 70 Misc. PAGE 101
FEES $50.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

PLAT OF THE

GREEN ACRES LOT DIVISION

LOCATED IN THE

SE1/4 SE1/4 of Sec. 29, and NE1/4 NE1/4 of Sec, 32

T34N-R109W

Sublette County, Wyoming

NO.	NAME
2	
1	-WF

101

102

N 00°03'00" W 1314.05'

N 00°03'00" W 1314.05'

CS1/16 S25

1/4 S25/S36

274381

RECORDED Aug. 6 1999 M 10:35A

IN BOOK 70 Misc PAGE 102

FEES $ Ø

COUNTY CLERK

SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Jackson

MAP OF SURVEY

FOR

TOWN OF PINEDALE LANDFILL

LOCATED IN

SW1/4 SECTION 25 & SE1/4 SECTION 26

T34N, R109W, 6th P.M.

SUBLETTE COUNTY, WY

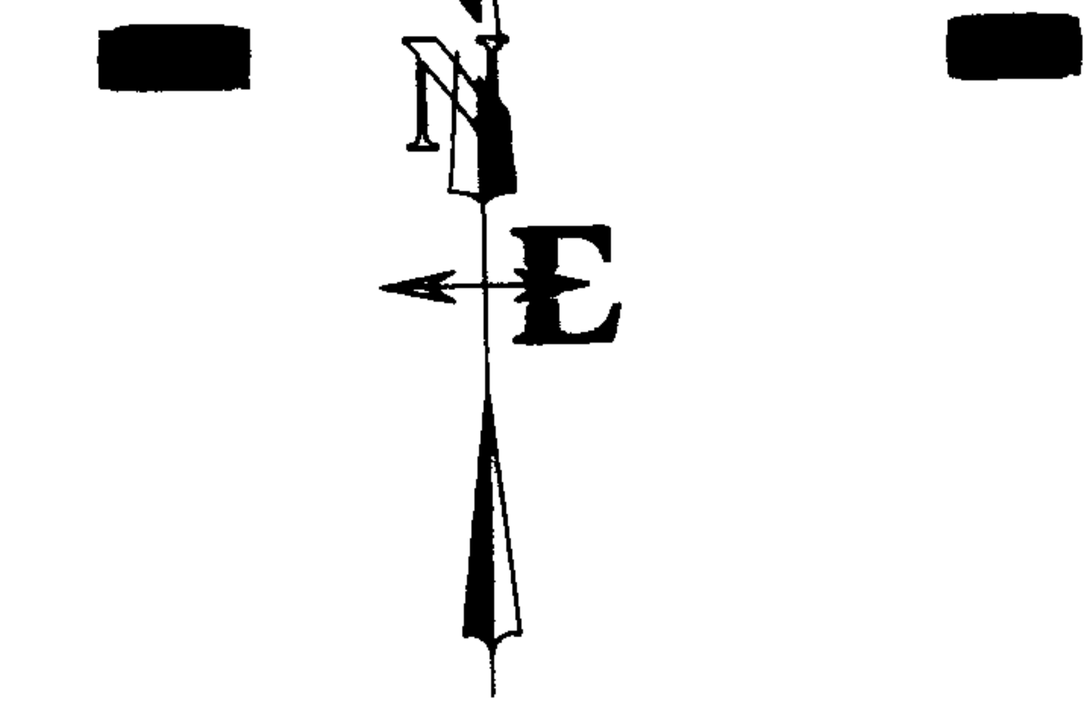
P.O.

DRAWING TITLE
PINEDALE LANDFILL
SECTIONS 25 & 26
T34N R109W

JOB TITLE
PINEDALE LANDFILL
SUBLETTE COUNTY

DRAWING NO
1 OF 1

JOB NO
98-279



SCALE 1" = 100 '

LEGEND

PROPERTY LINE

FOUND BLM TYPE BRASS CAP SET AND APPROPRIATELY INSCRIBED BY PE & LS 625

274382

RECORDED Aug. 6 1999 M 10:35 A

IN BOOK 70 Misc. PAGE 103

FEES $0 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Soeten

MAP OF SURVEY

OF

DANIEL JUNCTION SANITARY LANDFILL

LOCATED IN

SECTION 23 T34N R111W, 6TH P.M.

SUBLETTE COUNTY, WY

P.O.

23

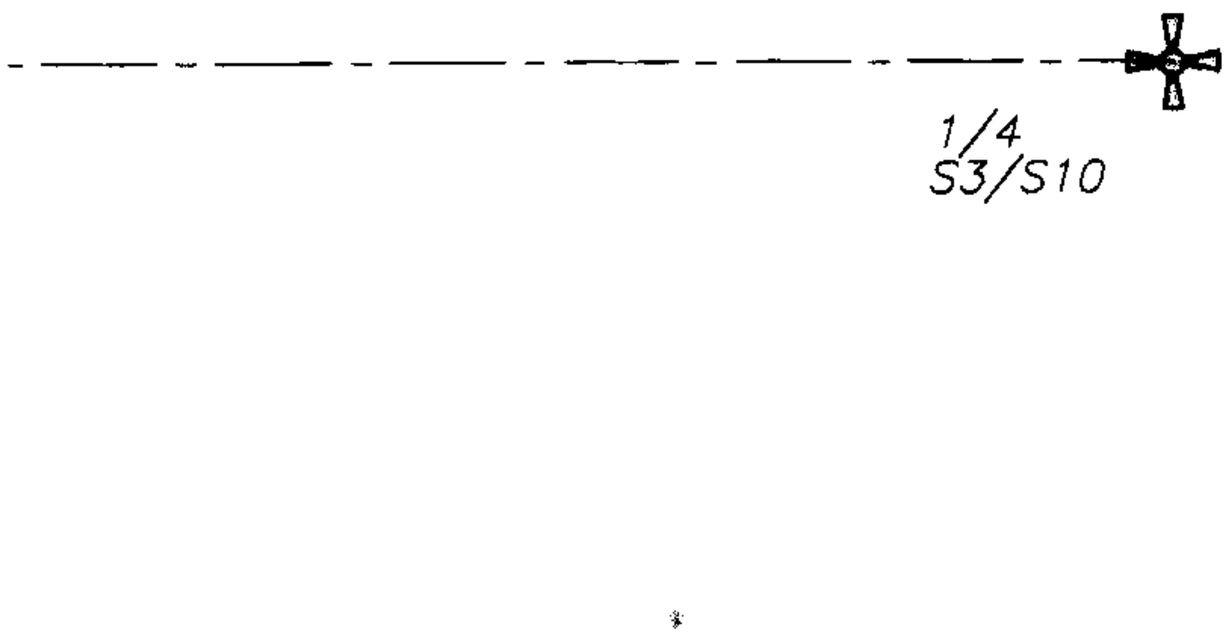
DRAWING TITLE
MAP OF SURVEY
DANIEL LANDFILL
T34N R111W SECTION 2

JOB TITLE
DANIEL JUNCTION
SANITARY LANDFILL

DRAWING NO
1 OF 1

JOB NO
98-172-1

ection 10
ed as follows:
to the point of beginning:



274383

RECORDED Aug 16 1999 M 10:35A
IN BOOK 70 Misc PAGE 104
FEES $ 0 Mary L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lester

MAP OF SURVEY

FOR

BOULDER LANDFILL

BEING LOCATED IN PART OF THE

SW1/4SW1/4 SECTION 3 & NW1/4NW1/4 SECTION 10

T31N, R108W, 6th P.M.

[redacted] SUBLETTE COUN[redacted] WY [redacted]

OPTION OF FIRST REFUSAL
(TO BE RECORDED IN SUBLETTE COUNTY, WYOMING)

The undersigned, **Richard T. Johnson and Joyce B. Johnson, husband and wife, of P. O. Box 253, Bondurant, Wyoming, "Grantors" herein)** do hereby grant unto **Kenneth W. Peters and Darlene A. Peters, husband and wife, of P.O. Box 126, Bondurant, Wyoming("Grantees" herein)** an option of first refusal to purchase that real property described on the attached Exhibit "A" which is by this reference made a part hereof, on the following terms, conditions, and provisions:

1. If at any time the Grantors shall receive a bonafide offer from any person to purchase a part or all of the Exhibit "A" property, Grantors shall send to Grantees written notice of the offer, its terms and conditions, and of Grantors' intention to accept the same. Grantees shall have the right within (21) days of the date of the mailing of the notice by Grantors to purchase the property intended to be sold on the terms and conditions contained in the Grantors' notice. Upon payment by Grantees, Grantors shall convey the property to Grantees in accordance with the terms and conditions offered to Grantors and contained in the notice. If Grantees do not purchase said property from Grantors within the time limit, then Grantors may sell the property on the terms and conditions disclosed in the notice to Grantees.

2. Grantee herein agrees to pay One Hundred ($100.00) Dollars for said Option of First Refusal and that should Grantee exercise said Option to purchase property, The One Hundred ($100.00) Dollars will be applied to the purchase price.

3. This right of first refusal shall automatically terminate at midnight on December 31, 2008, and shall be thereafter of no further force or effect.

4. All notices required herein shall be given either by personal delivery or by certified,mail, return receipt requested, addressed as follows:

Grantors:

Richard T. and Joyce B. Johnson
2218 West Bon Acre Road
Cataula, Georgia 31804

Grantees:

Kenneth W. and Darlene A. Peters
1902 Plum Hill Court
Floyds Knobs,Indiana 47119

Provided, However, any of the above-identified parties may change the address of notice by giving a written notice to the other parties in the manner required hereinabove, and after such notice, the new address shall be applicable for all purposes.

274392 12:35 P
RECORDED August 6 1999 M
IN BOOK 70 Misc PAGE 102
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lou Page

In Witness Whereof, the parties have executed this instrument as of the 4 day of June, 1999.

Richard T. Johnson(Grantors) Joyce B. Johnson(Grantors)

STATE OF Wyoming)
)SS
COUNTY OF Teton)

On this 4th day of June, 1999, before me,, the undersigned, a Notary Public in and for the State of Wyoming, personally appeared Richard T. and Joyce B. Johnson, known to me to be the persons whose names are subscribed to the written instrument and acknowledged to me that they have executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

LISA M. PADDLEFORD - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires September 12, 2002

Lisa M. Paddleford
Notary Public
My Commission expires: 9-12-2002

Kenneth W. Peters(Grantees) Darlene A. Peters(Grantees)

STATE OF Wyoming)
)SS
COUNTY OF Sublette)

On this 6th day of August, 1999, before me,, the undersigned, a Notary Public in and for the State of Wyoming, personally appeared Kenneth W. and Darlene A Peters, known to me to be the persons whose names are subscribed to the written instrument and acknowledged to me that they have executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

JOHN S. MACKEY - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Aug. 4, 2001

John S. Mackey
Notary Public
My Commission expires:_____

EXHIBIT "A"

Tract 21-2 of the Richard T. Johnson Lot Division, as set out and delineated on the plat recorded November 22, 1996, in book 66 of Miscellaneous Records, page 532, in the Office of the Sublette County Clerk, Sublette County, Wyoming

CERTIFICATE OF IDENTITY AND SURVIVOR AFFIDAVIT

I, MARIE C. HANKS, the Undersigned, do hereby under oath testify that I was married to WILLIAM E. HANKS aka WILLIAM EDWARD HANKS and we held the following described property as: WILLIAM E. HANKS and MARIE C. HANKS, Co-Trustees of THE HANKS FAMILY TRUST of Cora, County of Sublette, State of Wyoming, at the time of his death on the 18th day of April, 1996. A copy of the death certificate acknowledging his death is attached hereto and by reference made a part hereof. The Undersigned further attests that her husband, now deceased, WILLIAM E. HANKS, is the same person listed on the following described property located in Sublette County, State of Wyoming, held heretofore as Co-Trustees:

SEE ATTACHED EXHIBIT "A"

I, the Undersigned, am therefore the surviving Co-Trustee and request his name be taken off said property as a Co-Trustee forthwith and title to said property be held as follows: MARIE C. HANKS, sole Trustee of THE HANKS FAMILY TRUST dated the 27th day of January, 1993, of Cora, County of Sublette, State of Wyoming.

DATED this 9 day of August, 1999.

Marie C. Hanks
MARIE C. HANKS

STATE OF Wyoming)
:ss.
COUNTY OF Sublette)

On this 9 day of August, 1999, personally appeared before me, MARIE C. HANKS, sole Trustee of THE HANKS FAMILY TRUST dated the 27th day of January, 1993, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this instrument, and acknowledged that she executed the same.

My Commission Expires: August 7, 2000

Shari Pape
NOTARY PUBLIC
Residing at Sublette County

274408

Grantee's Address:
P.O. Box 196
Cora, Wyoming 82925

RECORDED Aug 9 1999 M 1:45p
IN BOOK 70 Misc PAGE 105
FEES $10.00 M
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

EXHIBIT "A"

PARCEL NUMBER: 01-00-01694

HECOX HOMESITES TRACTS 12 AND 14. 1 AC. HECOX HOMESITES, SUBLETTE COUNTY, WYOMING, AS THE SAME APPEARS AS RECORD ON THE OFFICIAL PLAT THEREFORE FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND EX-OFFICIO REGISTER OF DEEDS, SUBLETTE COUNTY, WYOMING, TOGETHER WITH ALL IMPROVEMENTS AND APPURTENANCES THEREUNTO APPERTAINING. SUBJECT TO RESERVATIONS AND RESTRICTIONS CONTAINED IN UNITED STATES PATENTS. SUBJECT TO RIGHTS OF WAY AND EASEMENTS OF RECORD OR IN USE. SUBJECT TO MINERAL RESERVATIONS OF RECORD. SUBJECT TO THE JOINT USE OF THE WATER WELL LOCATED AT A POINT WHERE LOTS 7, 11 AND 12 OF HECOX HOMESITES INTERSECT, FOR DOMESTIC USES, AND IRRIGATION OF LAWN AND FLOWERS NOT TO EXCEED 1/4 ACRE FOR EACH OF LOTS 7, 11, 12 AND 14; PROVIDED, THAT ALL GRANTEES SHALL SHARE THE REASONABLE COST OF MAINTENANCE OF SAID WATER WELL IN DIRECT PROPORTION TO THE LOT OR LOT SIZES OWNED BY GRANTEES; AND THE USE OF THE WATER WELL SHALL BE CONDITIONED UPON PAYMENT OF SUCH COSTS WITHIN 60 DAYS AFTER THEY HAVE BEEN INCURRED; AND PROVIDED FURTHER THAT THE RIGHT TO THE USE OF SAID WATER WELL SHALL NOT BE A COVENANT RUNNING WITH THE LAND AND SHALL EXTEND ONLY TO GRANTEES HEREIN NAMED AND TO** SITUATE IN SUBLETTE COUNTY, STATE OF WYOMING, HEREBY RELEASING AND WAIVING ALL RIGHTS IN AND TO SAID PROPERTY UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING, TOGETHER WITH ALL THE PRIVILEGES, HEREDITAMENTS, TENEMENTS, AND APPURTENANCES THEREUNTO BELONGING, OR IN ANY WISE APPERTAINING THERETO.

STATE OF UTAH—DEPARTMENT OF HEALTH

STATE OF UTAH - DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 27-188 | STATE FILE NUMBER

1. NAME OF DECEDENT: FIRST	MIDDLE	LAST	2. SEX	3a. DATE OF DEATH (Mo. Day. Yr.)	3b. TIME OF DEATH (24hr. clock)
William	Edward	HANKS	Male	April 18 1996	0255

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
Oct 16, 1915	80			Pinedale, WY	520-01-6459

8a. PLACE OF DEATH (Check only one)

HOSPITAL: ☐ 1. Inpatient ☐ 2. ER/Outpatient ☐ 3. DOA

OTHER: ☐ 5. Nursing Home ☐ 6. Residence ☐ 7. Other

8b. NAME OF HOSPITAL, NURSING HOME OR OTHER FACILITY (If outside a facility, give street address of location): 1150 W Middleton Dr. #168

8c. CITY, TOWN OR LOCATION OF DEATH	8d. COUNTY OF DEATH	9. SURVIVING SPOUSE (If wife, give maiden name)
Washington	Washington	Marie C. Heatherlin

10. WAS DECEDENT EVER IN THE U.S. ARMED FORCES?	11. MARITAL STATUS	12a. DECEDENTS USUAL OCCUPATION (Give kind of work done during most of working life. Do NOT use retired)	12b. KIND OF BUSINESS OR INDUSTRY
☐ 1. Yes ☒ 2. No	☐ 1. Never Married ☒ 2. Married ☐ 3. Widowed ☐ 4. Divorced	Heavy Duty Truck Driver	Commercial Trucking

13a. RESIDENCE - STREET AND NUMBER	13b. CITY, TOWN OR COMMUNITY	13c. COUNTY	13d. STATE
1150 W Middleton Dr. #168	Washington	Washington	UT

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+)
☒ 1. Yes ☐ 2. No	84780	☐ 1. Yes ☒ 2. No ☐ 1. Mexican ☐ 2. Cuban ☐ 3. Puerto Rican ☐ 4. Other (Specify)	White	12

17. FATHER'S NAME (First, Middle, Last)	18. MAIDEN NAME OF MOTHER (First, Middle, Last)
Thomas Morgan Hanks	Reba Olivard

19. NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT: Marie C. Hanks (Wife) 1150 W Middleton Dr. #168 Washington, UT 84780

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
☐ 1. Entombment ☐ 2. Donation ☐ 3. Other ☐ 4. Burial ☒ 5. Cremation ☐ 6. Removal	Apr 19, 1996	Desert Crematory	Las Vegas, Nevada

22. SIGNATURE OF FUNERAL SERVICE LICENSEE	23. LICENSEE NUMBER	24. FUNERAL HOME (Name, address and license number)
▶ [signature]	263594	Metcalf Mortuary, 288 W St George Blvd, St. George, UT 84770, 102110

25. DATE DECEASED WAS LAST ATTENDED BY CERTIFYING PHYSICIAN	26. If not certified by medical examiner, was death reported to M.E.? ☐ 1. Yes ☒ 2. No. If yes, enter the date and hour reported: M.E. Case No. ____ (HOUR / MO. / DAY / YEAR)
4/18/96	

27a. CERTIFIER

☒ 1. 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.

☐ 2. 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.)
▶ P C McMahill M.D.	169880	4/19/96

28. NAME AND ADDRESS OF PERSON WHO CERTIFIED THE CAUSE OF DEATH (ITEM 31) (Type/Print): Philip C. McMAHILL, M.D., 544 South 400 East St. George UT 84770

29. REGISTRAR'S SIGNATURE	30a. DATE REGISTRAR NOTIFIED OF DEATH (Mo. Day. Yr.)	30b. DATE FILED (Mo. Day. Yr.)
▶ [signature]		APR 22 1996

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. Intermediate Grade Non-Hodgkins Lymphoma	5 MONTHS
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): Low Grade Non-Hodgkins Lymphoma	11 YEARS
	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
☐ 1. Probably contributed to the cause of death. ☒ 5. NON-USER
☐ 2. Was the underlying cause of death.
☐ 3. Did not contribute to the cause of death. ☐ 6. UNKNOWN IF USED
☐ 4. Is unknown in relation to the cause of death.

32a. WAS AN AUTOPSY PERFORMED? ☐ 1. Yes ☒ 2. No

32b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? ☐ 1. Yes ☐ 2. No

34. MANNER OF DEATH
☒ 1. Natural ☐ 2. Accident ☐ 3. Suicide ☐ 4. Homicide ☐ 5. Undetermined (Unable to Determine Purposely or Accidentally) ☐ 6. Pending Investigation

35a. DATE OF INJURY (Mo., Day, Yr.)

35b. TIME OF INJURY (24 Hour Clock)

35c. INJURY AT WORK? ☐ 1. Yes ☐ 2. 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.)

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

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

C-LINE #62038
NON-GLARE TOPPER

SDH BHS 94 (1793)

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: APR 23 1996

County Registrar: Washington, Reg T. Edwards

John E. Brockert
DIRECTOR OF VITAL STATISTICS

SL 709421

WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY FOR OFFICIAL PURPOSES
ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATION

THE GREAT SEAL OF THE STATE OF UTAH 1896

CANADA)
PROVINCE OF BRITISH COLUMBIA)
TO WIT:)

TO ALL TO WHOM THESE PRESENTS

MAY COME BE SEEN OR KNOWN:

I, GEORGE R. BRAZIER, a Notary Public by Royal authority duly appointed, residing at the City of Vancouver, in the Province of British Columbia, do certify and attest that the paper writing hereto annexed, marked with my Notarial Seal, is a true copy of an original document produced to me being the Certificate of Amalgamation for Backer Petroleum Corp., in respect to the amalgamation of Gallahad Petroleum Ltd. and Backer Resources Ltd., as issued by the Assistant Deputy, Registrar of Companies for the Province of British Columbia, this 30th day of December, 1988.

DATED at Vancouver, B.C., this 20th day of July, 1999.

[redacted]eal)

A Notary Public in and for the
Province of British Columbia

274409

RECORDED Aug 9 1999 2:15p M
IN BOOK 70 Misc. PAGE 108
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

010201\0110.DOC

109

COMPANY ACT

Certificate

357175

Canada
Province of British Columbia

I Hereby Certify *that* Gallahad Petroleum Ltd., which was incorporated on the fourth day of April, 1972, under the name Boru Mining Ltd. (N.P.L.), under Certificate No. 107798, which converted to a limited company and subsequently changed its name to Gallahad Petroleum Ltd., on the thirtieth day of July, 1976 and BACKER RESOURCES LTD., which was amalgamated on the tenth day of March, 1983, under Certificate No. 261226, are this day amalgamated pursuant to the Company Act as one company with the name BACKER PETROLEUM CORP.

Given *under my hand and seal of office at Victoria, B.C., this* 30th *day of* December, *one thousand nine hundred and* eighty-eight

B Beckmeier
Assistant Deputy *Registrar of Companies.*

H-480 FIN 730 (87/6)

ASSIGNMENT OF INTEREST IN EASEMENT

This Agreement made this 29 day of April, 1998, between John W. Jensen and Mary Kay Jensen of Boulder, Wyoming, hereinafter called Assignors and East Fork Livestock, Inc., a Wyoming Corporation of Boulder, Wyoming, hereinafter called Assignee.

The parties agree as follows:

1. For value received, receipt of which is hereby acknowledged, Assignor, does hereby assign onto Assignee an interest in that non-exclusive "Grant of Easement" which was granted onto Assignors by Leonard Frank in that "Grant of Easement" which has been recorded in the Sublette County Clerk's office in Pinedale, Sublette County, Wyoming, in 68 Book of MISC at Page 345. It is understood and agreed that Assignor, by making this assignment, continues to retain their interest in the said easement as hereinbefore identified. This Assignment is being made pursuant to Paragraph 5 of said "Grant of Easement".

2. That by accepting this assignment of easement, Grantee acknowledges the Grantee is aware of the terms and conditions of the aforesaid "Grant of Easement" and that said Assignee does hereby agree to abide by the terms of said "Grant of Easement".

3. It is agreed by the parties that this assignment of easement is to run with the land owned by Grantee, East Fork Livestock, Inc., said assignment of easement and the "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, and/or assigns. The easement is for the benefit of and appurtenant to that land, or any portion thereof, which is the dominate estate and which is located in the County of Sublette, State of Wyoming, described as follows:

> All property located in Sublette County, Wyoming, which Assignee presently owns as of the date of signing this assignment of easement and as disclosed in deeds recorded with the Sublette County Clerk's office, Pinedale, Wyoming, as of the date hereof, said dominate estate to include but not be limited to the Southeast Quarter of the Southwest Quarter of Section 4, T.31N, R.106 W, 6th P.M., Sublette County, Wyoming.

DATED this 29 day of April, 1998.

274475

2:55p

RECORDED Aug. 12 1999 M
IN BOOK 70 Misc. PAGE 110
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sadler

In witness whereof, I have executed this assignment in Sublette County, Wyoming, the day and year above written.

John W. Jensen

John W. Jensen

Mary Kay Jensen

Mary Kay Jensen

EAST FORK LIVESTOCK, INC.

BY: Joel E. Bousman

Joel E. Bousman, Pres.

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

Subscribed and sworn to before me this 29 day of April, 1998 by John W. Jensen and Mary Kay Jensen.

WITNESS my hand and official seal.

Cyd M. Goodrich

Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

Subscribed and sworn before me this 29 day of April, 1998 by Joel E. Bousman, President of East Fork Livestock, Inc., a Wyoming Corporation, and he being first duly sworn by me upon his oath says that he is signing the foregoing Agreement of his own free and voluntary act, with consent and authority from the Board of Directors of said Corporation to sign as their agent and to act on their behalf.

Cyd M. Goodrich

Notary Public

My commission expires: OCT 29 1998

ASSIGNMENT OF INTEREST IN EASEMENT

This Agreement made this 20 day of April, 1998, between John W. Jensen and Mary Kay Jensen of Boulder, Wyoming, hereinafter called Assignor, and East Fork Livestock, Inc., a Wyoming Corporation, John W. Jensen and Mary Kay Jensen all of Boulder, Wyoming, hereinafter called Assignee.

The parties agree as follows:

1. For value received, receipt of which is hereby acknowledged, Assignor, does hereby assign onto Assignee, East Fork Livestock, Inc., John W. Jensen and Mary Kay Jensen an interest in that Stockdrive Easement which was granted and/or reserved onto Assignor in that "Stockdrive Easement" which has been recorded in the plat for the "Amended East Fork Estates Large Tract Development", recorded with the Sublette County Clerk's office in Pinedale, Sublette County, Wyoming, in '98 Book of MISC at Page 532. It is understood and agreed that Assignor, by making this assignment, continues to retain their interest in the said easement as hereinbefore identified.

2. It is agreed by the parties that this assignment of easement is to run with the land owned by Grantee, East Fork Livestock, Inc., said interest in said Stockdrive Easement shall run with the land and shall be binding on and hence shall inure to the benefit of the East Fork Livestock, Inc., their successors, and/or assigns. The easement is for the benefit of and appurtenant to that land, or any portion thereof, which is the dominate estate and which is located in the County of Sublette, State of Wyoming, described as follows:

> All property located in Sublette County, Wyoming, which Assignee presently owns as of the date of signing this assignment of easement and as disclosed in deeds recorded with the Sublette County Clerk's office, Pinedale, Wyoming, as of the date hereof, said dominate estate to include but not be limited to the Southeast Quarter of the Southwest Quarter of Section 4, T.31N, R.106 W, 6th P.M., Sublette County, Wyoming.

3. This grant of easement shall run with the land owned by John W. Jensen and Mary Kay Jensen and shall be binding on and hence shall inure to the benefit of John W. Jensen and Mary Kay Jensen, their heirs, their successors, and/or assigns. The easement is for the benefit of and appurtenant to that land, or

274476

RECORDED Aug. 12 '99 M 2:55p
IN BOOK 70 Misc PAGE 112
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Loath

any portion thereof, which is the dominant estate and which is located in the County of Sublette, State of Wyoming, described as follows:

> All property which Grantee John W. Jensen and Mary Kay Jensen presently own as of the date of signing this assignment of easement and as disclosed in those Warranty Deeds recorded with the Sublette County Clerk, Pinedale, Wyoming in Book 31 of Deeds, Page 90 and in Book 37 of Deeds, Page 527.

DATED this 29 day of April, 1998.

In witness whereof, I have executed this assignment in Sublette County, Wyoming, the day and year above written.

John W Jensen
John W. Jensen

Mary Kay Jensen
Mary Kay Jensen

EAST FORK LIVESTOCK, INC.

BY: Joel E Bousman
Joel E. Bousman, Pres.

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

Subscribed and sworn to before me this 29 day of April, 1998 by John W. Jensen and Mary Kay Jensen.

WITNESS my hand and official seal.

Cyd M. Goodrich
Notary Public

My commission expires: OCT 29 1998

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

Subscribed and sworn before me this 29 day of April, 1998 by Joel E. Bousman, President of East Fork Livestock, Inc., a Wyoming Corporation, and he being first duly sworn by me upon his oath says that he is signing the foregoing Agreement of his own free and voluntary act, with consent and authority from the Board of Directors of said Corporation to sign as their agent and to act on their behalf.

Cyd M. Goodrich
Notary Public

My commission expires: OCT 29 1998

[redacted] [redacted] [redacted]

Do no write or type above this line; for record use only.

FORM 5086 (12-98)

RETURN TO PREPARER: Farm Credit Services of America
Cheryl Bickling
PO Box 900
Casper, WY 82602-0900

CTL2: 300 CTL3: 403 CIF: 76550 Note #: 201

Farm Credit Services of America

EASEMENT PRIORITY AGREEMENT

For valuable consideration, Farm Credit Services of America, FLCA, Mortgagee/Beneficiary, declares that the lien of the mortgage/trust deed executed by John G. Andrikopoulos and Judy K. Andrikopoulos, husband and wife and Shaun G. Andrikopoulos and Beatriz V. Irionoz, husband and wife, and recorded in Book 71, Page 296, of the real estate records of Sublette County, Wyoming, is inferior to the easement for ingress and egress purposes granted to Aztec Energy Corporation which easement is more particularly described as:

	Sec.	Twp.	Rg.
W ½	27	32N	111 w 6TH P.M.

Said mortgage/trust deed retains its priority in all respects except as provided herein.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the date set out in the acknowledgment.

(SEAL)

Farm Credit Services of America, FLCA,

By _____
Randy Buffington, Assistant Corporate Secretary

Farm Credit Services Of America CORPORATE Seal CHARTERED SEPT. 30, 1993 OMAHA, NEB

STATE OF WYOMING }
} ss
COUNTY OF NATRONA }

On this 27th day of July, 1999, before me, a Notary Public, personally appeared Randy Buffington being by me personally known, and duly sworn, did say that he is Assistant Corporate Secretary of the corporation executing the foregoing instrument; that the seal affixed to the instrument is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its board of directors; and acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and him.

(SEAL) CHERYL L. BICKLING-NOTARY PUBLIC County of Natrona State of Wyoming My Commission Expires January 13, 2003

_____
Cheryl L. Bickling
Notary Public in and for said County and State

My commission expires January 13, 2003

274538

RECORDED Aug. 17 1999 10:45 AM
IN BOOK 70 Misc. PAGE 114
FEES $ 6.00 M. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

ND USE TABLE

Total acres	13
Number of lots	2
Average density	6.5 acres

ONING Heavy Industrial I-H

WNERS Michael Ray Hughes and Janice I. Hughes
Box 366
Big Piney, Wyoming 83113

Larry R. Allen and Judy P. Allen
Box 368
Big Piney, Wyoming 83113

JRVEYOR Surveyor Scherbel, Ltd.
Box 4296
Big Piney-Marbleton, Wyoming

ATE 5 November 1998

274562

FILED Aug. 18 1999 3:00p M
IN BOOK 70 MISC. PAGE 115
FEES $50.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cheryl Scott

PLAT OF

SLEEPY HOLLOW INDUSTRIAL PARK
SECOND FILING SUBDIVISION
WITHIN THE
E½SW¼ SECTION 20 T30N R111W
SUBLETTE COUNTY, WYOMING

LIEN STATEMENT

NOTICE is hereby given pursuant to Wyo. Stat. § 29-1-301 as follows:

1. The name and address of the person seeking to enforce the lien:

Nelson-Clark Remediation, Inc.
2116 Dey Avenue
Cheyenne, Wyoming 82001

2. The amount claimed to be due and owing is $15,250.00 plus interest accruing at a rate of 1.5% per month from June 1, 1999.

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

Robert J. and Nancy Hanson
P.O. Box 4126
Marbleton, WY 83113

4. An itemized list setting forth and describing materials delivered or work performed is attached hereto and incorporated herein.

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

Robert J. Hanson
P.O. Box 4126
Marbleton, WY 83113

6. The date when labor was last performed or services were last rendered or the date when the project was substantially completed: April 21, 1999.

7. The legal description of the premises where the materials were furnished or upon which the work was performed:

10615 U.S. Hwy 189

More particularly described as:

The Short Stop Addition Lot 1
Sublettte County, State of Wyoming.

274580

RECORDED August 1 1999 3:30p M
IN BOOK 70 Misc. PAGE 116
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By

116

Dated this 18th day of August, 1999.

NELSON-CLARK REMEDIATION, INC.

BY: Bradley Nelson
BRADLEY NELSON, PRESIDENT
2116 Dey Avenue
Cheyenne, Wyoming 82001
Telephone (307) 635-5515

STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

Subscribed and sworn to before me by Bradley Nelson this 18th day of August, 1999. Witness my hand and official seal. My commission expires: Oct 4, 2000.

S E A L

LANCE T HARRISON NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES OCT 4, 2000

Notary Public

NCR-98-30
11-19-98

CONTRACTED SERVICES ORDER

THIS AGREEMENT, made this 1 day of Dec, 1998, is between BOB HANSEN, P.O. BOX 4040, MARBLETON, WY 83113 ("Client") and NELSON-CLARK REMEDIATION, INC. ("NCR"), 2116 Dey Ave, Cheyenne, Wyoming 82001.

NCR agrees to perform construction management services ("work") for Client and shall furnish all labor, materials, tools, supervision and equipment necessary to perform the work. The work shall be performed at Marbleton, Wyoming ("facility"). The work to be performed is fully described below:

DESCRIPTION OF SERVICE:

NCR is pleased to provide a proposal to provide under ground storage tank services at client's facility. NCR shall provide the following services:

- NCR shall perform Mean Time to Corrision Failure testing on the existing tanks. NCR shall also perform a Wyoming Department of Environmental Quality, Minimum Site Assessment on the existing tanks and product lines. NCR shall provide soil borings, laboratory analytical, and final report.

- NCR shall furnish & install impressed current cathodic protection equipment if testing indicates that the tanks meet ES40 Standards for cathodic upgrade. A final report of the cathodic upgrade shall be furnished to the Client and all work shall be inspected and approved by the WDEQ.

- NCR shall provide and install overfill/overspill protection on three existing Underground Storage Tanks. Equipment shall be five gallon spill containers with valved drop tubes.

- NCR shall provide and install tank lining of the existing USTs in the event that the tanks do not meet the ES40 Standards for Cathodic upgrade.

- NCR shall warranty all labor & workmanship for one year. Factory warranties will apply to all equipment installed.

TIME OF PERFORMANCE: Work shall be performed at a time mutually acceptable to the Client and NCR.

TERMS AND CONDITIONS: On the reverse side hereof are NCR's terms and conditions which are hereby made a part of this Agreement. Payment Conditions:

NCR shall charge, and Client agrees to pay, according to the above work plan for all services performed. Petroleum services requires that Client pay 25% of the contract amount at the time of signing. The Client will then be billed on a monthly basis for work performed. The total estimated cost to perform the tasks as described above is:

COST FOR OF/OS W/CATHODIC SYSTEM AND MSA $ 23,000.00

NELSON-CLARK REMEDIATION

BY: Bradley Nelson
DATE: 11/19/98

BOB HANSEN

BY: Robert A Hanson "Bob"
DATE: 12/1/98

READ REVERSE BEFORE SIGNING

ABANDONMENT OF EASEMENT

WHEREAS, on 4/16/99 **JACK D. ROBERTS and VERA G. ROBERTS,** husband and wife, hereinafter referred to as Roberts, did grant and convey unto **MICHAEL C. IRWIN and SHERRI T. IRWIN,** husband and wife, hereinafter referred to as Irwins, an Easement for ingress and egress over certain real property owned by Roberts; and,

WHEREAS,, said Easement was recorded in Book 69 of Miscellaneous, Page 552, in the office of the County Clerk, Sublette County, Wyoming; and,

WHEREAS, the Roberts and Irwins now have agreed on a modified location for said easement and Roberts have executed a new Easement incorporating the modified location.

NOW THEREFORE, IN CONSIDERATION OF ROBERTS HAVING EXECUTED A NEW EASEMENT;

MICHAEL C. IRWIN and SHERRI T. IRWIN do hereby abandon that certain easement described as:

A strip of land 60 feet in width lying 30 feet on both sides of centerline, said centerline being in Lot 7 and the SE1/4SW1/4, Section 6, Township 33 North, Range 108 West of the 6th P.M., Sublette County, Wyoming and more particularly described as follows and as depicted and shown on the plat attached hereto;

Beginning at the W/16 corner between Section 6 and Section 7, said W/16 corner being monumented as a 3" brass cap. (Basis of bearing being the section line common to said Section 6 and Section 7, N.89°28'36"W., 1319.41 feet.) Thence N.89°28'36"W., 575.62 feet along said section line; thence North, 54.78 feet to the true point of beginning, said point of beginning being on the centerline of County Road 23-121 (Fayette Pole Creek Road);

thence leaving said centerline of County Road 23-121 N.44°13'03"E., 339.81 feet;

thence N.35°32'30"E., 166.28 feet;

thence N.48°18'10"E., 279.92 feet;

thence N.06°06'47"E., 240.03 feet to a point that is perpendicular to and 30 feet West of the West boundary of Highland View Estates Second Filing, Book 34 Misc., page 610, as recorded in the County Clerk's Office, Sublette County, Wyoming;

thence N.01°30'02"E., 410.13 feet, paralleling the West boundary of said Highland View Estates Second Filing, to a point 30 feet westerly of the NW corner of said Highland View Estates Second Filing;

thence N.09°57'13"W., 52.21 feet to the SW/16 of said Section 6. Said SW/16 monumented by a 21/2" aluminum cap. Said point being the end of easement used for the ingress and egress to the NE1/4SW1/4 and Lot 6 of said Section 6, Township 33 North, Range 108 West.

and as evidenced by that certain Easement recorded at Book 69 of Miscellaneous, Page 552, in the office of the County Clerk, Sublette County, Wyoming;

274587

DATED this 1ST day of JULY, 1999.

RECORDED Aug 20 1999 1:30 PM
IN BOOK 70 Misc. PAGE 119
FEES $10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

MICHAEL C. IRWIN

By Cathy Sexton

Sherri T. Irwin

SHERRI T. IRWIN

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Abandonment Of Easement** was acknowledged before me by MICHAEL C. IRWIN and SHERRI T. IRWIN, this 1st day of July, 1994.

Witness my hand and official seal.

Gloria J. Thomas

NOTARY PUBLIC

My Commission Expires:

Nov. 12, 2002

GLORIA J. THOMAS NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES NOVEMBER 12, 2002

120

EASEMENT EXHIBIT

SCALE: 1" = 300'

IRWIN

IRWIN

S89°29'23"E
1318.45'

SW 1/16

S89°29'23"E, 1333.13'

N09°57'13"W
52.21'

N01°30'02"E
410.13'

60'

HIGHLAND VIEW ESTATES
2ND FILING

ROBERTS

N06°06'47"E
240.03'

N48°18'10"E
279.92'

60' EASEMENT

N35°32'30"E
166.28'

FAYETTE POLE CREEK C.R. 23-121

N44°13'03"E
339.81'

SMITH

North, 54.78'

W 1/16

575.62'

6

7

W.C.

S89°28'36"E

1319.41'

S89°27'50"E, 1335.00'

RIO VERDE
ENGINEERING
(307) 367-2826
FAX# (307)-367-2546 PINEDALE, WYOMING

DRAWN BY: JJ

FEBRUARY 26, 1999

JOB NO. 2543

EASEMENT

COMES NOW **JACK D. ROBERTS and VERA G. ROBERTS,** husband and wife, hereinafter referred to as Grantors, and, in exchange for the sum of Ten and NO/100 ($10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby give, grant and convey to **MICHAEL C. IRWIN and SHERRI T. IRWIN,** husband and wife, of P.O. Box 156, Bondurant, WY 82922, hereinafter referred to as Grantees, and to their heirs and assigns, an easement to construct, operate and maintain a road for ingress and egress over and on the property described as follows and as depicted and shown on the plat attached hereto;

A strip of land 60 feet in width lying 30 feet both sides of centerline, said centerline being in Lot 7 and the SE1/4SW1/4, Section 6, T.33N., R.108W., of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

Beginning at the W/16 corner between Section 6 and Section 7, said W/16 corner being monumented as a 3 inch brass cap. (Basis of bearing being the section line common to said Section 6 and Section 7, N.89°28'36"W., 1319.41 feet.)
thence N.89°28'36"W., 575.62 feet along said section line;
thence North, 54.78 feet to the true point of beginning, said point of beginning being on the centerline of County Road 23-121 (Fayette Pole Creek Road);
thence leaving said centerline of County Road 23-121 N.44°13'03"E., 339.81 feet;
thence N.35°32'30"E., 166.28 feet;
thence N.48°18'10"E., 279.92 feet;
thence N.06°06'47"E., 240.03 feet to a point that is perpendicular to and 30 feet East of the West boundary of Highland View Estates Second Filing, Book 34 of Misc., Page 610, as recorded in the County Clerk's Office, Sublette County, Wyoming;
thence N.01°30'02"E., 410.13 feet, paralleling the West boundary of said Highland View Estates Second Filing, to a point 30 feet westerly of the NW corner of said Highland View Estates Second Filing;
thence N.01°30'02"E., 51.29 feet, continuing to a point 30 feet westerly of a 2-1/2 inch aluminum cap on the line common to the SW/16 and C-S/16 corners of said Section 6. Said point being S.89°29'23"E., 10.37 feet from a 2-1/2 inch aluminum cap monumenting said SW/16 corner and being the end of said easement, used for the ingress and egress to the NE1/4SW1/4 and Lot 6 of said Section 6, T.33N., R.108W.

Said easement is granted to the Grantees and their successors in interest and assigns, and is appurtenant to, for the benefit of and shall run with the following described real property:

Township 33 North, Range 108 West of the 6th P.M., Sublette County, Wyoming;
Section 6: Lot 6, NE1/4SW1/4;

274588

RECORDED Aug. 20 1999 1304 M
IN BOOK 70 Misc. PAGE 122
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

Grantees shall place culverts and pipes at ditches and laterals where necessary for the proper operation of the irrigation system. Grantees are further specifically permitted to construct cattle guards at all boundary and cross fences.

DATED this 19th day of August, 1999.

Jack D Roberts
JACK D. ROBERTS

Vera G. Roberts
VERA G. ROBERTS

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Easement** was acknowledged before me by JACK D. ROBERTS and VERA G. ROBERTS, this 19th day of August, 1999.

Witness my hand and official seal.

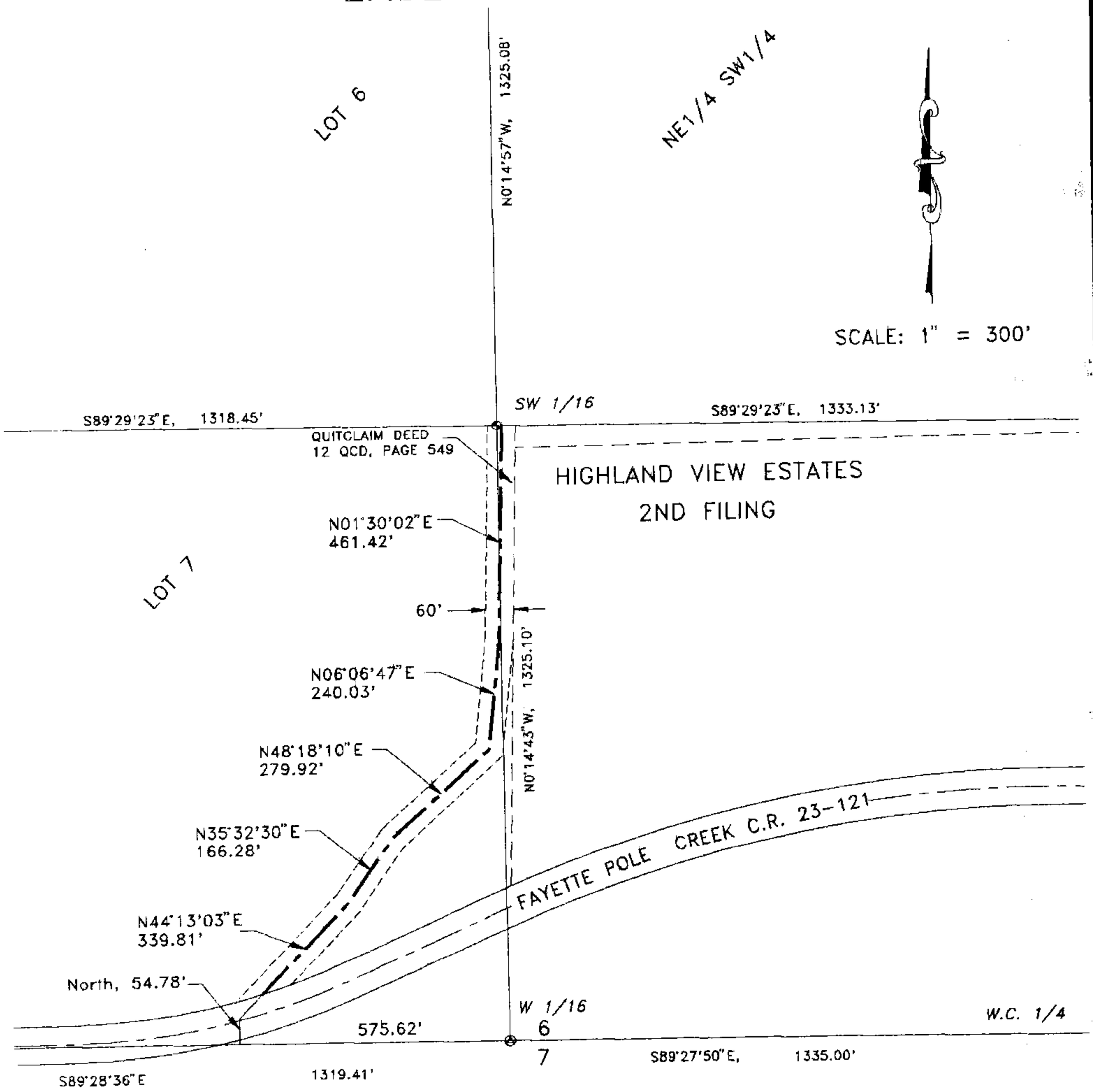
Cheryl A. Eatinger
NOTARY PUBLIC

My Commission Expires: 2/23/2001

CHERYL A. EATINGER - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 2/23/2001

EASEMENT EXHIBIT

SCALE: 1" = 300'



RIO VERDE ENGINEERING

(307) 367-2826
FAX# (307)-367-2546 PINEDALE, WYOMING

DRAWN BY: JJ JUNE 9, 1999 JOB NO. 2543

AFFIDAVIT OF SURVIVORSHIP

STATE OF California)
)ss.
COUNTY OF Butte)

BARBARA J. WEIBEL, f/k/a BARBARA CAMP, of said County and State, being first duly sworn on her oath, deposes and says:

That BARBARA WEIBEL, f/k/a BARBARA CAMP is the surviving spouse of **GENE FLOYD CAMP, a/k/a GENE F. CAMP**, who died 9/1/94, in Iliamna County, State of Alaska.

That at the time of the death of GENE FLOYD CAMP, a/k/a GENE F. CAMP, he owned an interest in certain real property by virtue of a certain Warranty Deed and Mortgage; said lands being more particularly described as follows:

> A tract of land located in the NW1/4NE1/4 of Section 16, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming, being more particularly described as follows:
> Commencing at a point which is the NE corner of Section 16, Township 32 North, Range 108 West of the 6th P.M., thence S.55°30'W., a distance of 2089 feet, which is also corner number 1 of an adjoining tract of land, as recorded in the Office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, Wyoming, in Book 31 of Deeds on Page 355;
> thence S.39°50'W., a distance of 105 feet, along the same adjoining tract of land, to a point which is corner number 4 of said adjoining tract, and which is the point of beginning;
> thence S.50°10'E., from said point of beginning, a distance of 140 feet;
> thence N.39°50'E., a distance of 140 feet;
> thence N.50°10'W., a distance of 140 feet;
> thence S.39°50'W., a distance of 140 feet to the point of beginning;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;

This Warranty Deed being recorded in the office of the Sublette County Clerk on 4/22/94, in Book 33 of Deeds, Page 655 and this Mortgage being recorded in the office of the Sublette County Clerk on 4/22/95, in Book 59 of Mortgages, Page 380.

That the deceased GENE FLOYD CAMP, a/k/a GENE F. CAMP is one of the grantees and mortgagees in the beforementioned Warranty Deed and Mortgage, and that the affiant, BARBARA J. WEIBEL f/k/a BARBARA CAMP is one and the same person as the said BARBARA J. WEIBEL, f/k/a BARBARA CAMP, the other grantee and mortgagee in the beforementioned Warranty Deed and Mortgage.

That the beforementioned Warranty Deed created a joint tenancy with full right of survivorship under the laws of the State of Wyoming as to both documents and, at the death of GENE FLOYD CAMP, a/k/a GENE F. CAMP, all equity, right, title and interest of

274593

RECORDED Aug. 20 1997 2:45 P M
IN BOOK 70 Misc. PAGE 125
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sachs

GENE FLOYD CAMP, a/k/a GENE F. CAMP, in the beforementioned real property passed to and was vested in BARBARA J. WEIBEL, f/k/a BARBARA CAMP.

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 GENE FLOYD CAMP, a/k/a GENE F. CAMP, deceased.

DATED this 4 day of August, 19 87.

Barbara J. Weibel
BARBARA J. WEIBEL, f/k/a
BARBARA CAMP

Subscribed and sworn to before me by BARBARA J. WEIBEL, f/k/a BARBARA CAMP, this _____ day of _____, 19____.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

FIRST AMERICAN

STATE OF CALIFORNIA }
COUNTY OF Butte } ss.

On 8-4-99, before me, Lucy A. Pershall, Notary.
personally appeared Barbara J. Weibel
, 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 _____

GI01 LUCY A. PERSHALL
Comm. #1092344
NOTARY PUBL C CALIFORNIA
BUTTE COUNTY
My Comm. Expires Mar. 24, 2000 GI01

(This area for official notarial seal)

Title of Document _____

Date of Document _____ No. of Pages _____

Other signatures not acknowledged _____

TIFICATION OF RECORD

STATE OF ALASKA

CORRECTED 01-25-95

CERTIFICATE OF DEATH

150 94001550
STATE FILE NUMBER

ALASKA DEPARTMENT OF HEALTH AND SOCIAL SERVICES
BUREAU OF VITAL STATISTICS—P.O. BOX 110675
JUNEAU, ALASKA 99811-0675

DATE RECEIVED
OCT 0 3 1994

TYPE/PRINT IN PERMANENT BLACK INK

BIRTH CERTIFICATE NUMBER

RECORDER'S NO.
94-2 Iliamna

1. DECEDENT'S NAME (First, Middle, Last)
GENE FLOYD CAMP

1a. MAIDEN NAME

2 SEX
MALE

3 DATE OF DEATH (Month, Day, Year)
SEPTEMBER ~~2~~ 1, 1994

4. SOCIAL SECURITY NUMBER
557-38-9835

5a. AGE—Last Birthday (Years)
61

5b. UNDER 1 YEAR Months / Days

5c. UNDER 1 DAY Hours / Minutes

6 DATE OF BIRTH (Month, Day, Year)
SEPT 20, 1932

7 BIRTHPLACE (State or Foreign Country)
OKLAHOMA

DECEDENT

8 STATE OF DEATH
ALASKA

9a. PLACE OF DEATH (Check only one, see instructions on other side)
HOSPITAL ☐ Inpatient ☐ ER/Outpatient ☐ DOA
OTHER ☐ Nursing Home ☐ Residence ☒ Other (Specify) Outdoors

I 160
D 20

9b. FACILITY NAME (If not institution, give street and number)
In Woods

9c. CITY, TOWN, OR LOCATION OF DEATH
NEAR BLACK LAKE ILIAMNA

10. MARITAL STATUS
☐ NEVER MARRIED ☒ MARRIED ☐ WIDOWED ☐ DIVORCED ☐ UNKNOWN

11. SURVIVING SPOUSE (If wife, give maiden name)
BARBARA WILDEN

12a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired.)
GENERAL CONTRACTOR

12b. KIND OF BUSINESS/INDUSTRY
CONSTRUCTION

13. WAS DECEDENT EVER IN U.S. ARMED FORCES?
☐ YES ☒ NO ☐ UNKNOWN

SEE INSTRUCTIONS ON OTHER SIDE →

14a. RESIDENCE—STATE
WYOMING ~~CALIFORNIA~~

14b. CITY, TOWN OR LOCATION
BOULDER ~~CHICO~~

14c. STREET AND NUMBER
~~99 ALM BLUFF DR.~~ 4 Willow Court

14d. INSIDE CITY LIMITS OR SETTLED COMMUNITY?
☒ YES ☐ NO ☐ UNKNOWN

14e. ZIP CODE
82923 ~~95928~~

15. WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes—If Yes, specify Cuban, Mexican, Puerto Rican, etc.)
☒ NO ☐ YES Specify:

16. RACE—Filipino, Black, Native, White, etc
Specify. WHITE

17 DECEDENT'S EDUCATION (Specify only highest grade completed)
Elementary/Secondary (0-12): 12
College (1-4 or 5+):

PARENTS

18. FATHER'S NAME (First, Middle, Last)
FLOYD CAMP

19 MOTHER'S NAME (First, Middle, Maiden Surname)
MARY N/A

INFORMANT

20a. INFORMANT'S NAME (Type/Print)
BARBARA CAMP

20b. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code)
99 Alm Bluff Dr. Chico, California 95928

20c. RELATIONSHIP TO DECEDENT
WIFE

DISPOSITION

21a. METHOD OF DISPOSITION
☐ Burial ☐ Cremation ☒ Removal from State ☐ Donation ☐ Other (Specify)

21b. PLACE OF DISPOSITION (Name of cemetery, crematory or other place)
BRUSIE FUNERAL HOME

21c. LOCATION—City or Town, State
CHICO, CALIFORNIA

SEE DEFINITION ON OTHER SIDE ↓

22a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH
DANIEL E. BUNNELL

22b. NAME AND ADDRESS OF FACILITY
EVERGREEN MEM. CHAPEL BOX 537 ANCHORAGE, AK 99510

PRONOUNCING OFFICIAL ONLY

Complete items 23a-b only when certifying physician is not available at time of death to certify cause of death.

23a. To the best of my knowledge, death occurred at the time, date, and place stated.
Signature and Title ▶

23b. DATE SIGNED (Month, Day, Year)

ITEMS 24-28 MUST BE COMPLETED BY PERSON WHO PRONOUNCES DEATH

24. TIME OF DEATH
6:00 p.m.

25. DATE PRONOUNCED DEAD (Month, Day, Year)
SEPTEMBER 2, 1994

26. WAS CASE REFERRED TO MEDICAL EXAMINER/CORONER?
☒ Yes ☐ No

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, shock, or heart failure. List only one cause on each line.

Approximate Interval Between Onset & Death

IMMEDIATE CAUSE (Final disease or condition resulting in death)
a. Cardiac arrest/Arrhythmia — DUE TO (OR AS A CONSEQUENCE OF):
b. Arteriosclerotic cardiovascular disease — 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
c. — DUE TO (OR AS A CONSEQUENCE OF):
d.

SEE INSTRUCTIONS ON OTHER SIDE →

PART II. OTHER SIGNIFICANT CONDITIONS contributing to death but not resulting in the underlying cause given in Part I

28a. WAS AN AUTOPSY PERFORMED?
☐ Yes ☒ No

28b. WERE AUTOPSY FINDINGS CONSIDERED PRIOR TO COMPLETION OF CAUSE OF DEATH?
☐ Yes ☐ No

29a. CERTIFIER (Check only one)
☐ CERTIFYING PHYSICIAN (Physician certifying cause of death when another official has pronounced death and completed item 23)
To the best of my knowledge, death occurred due to the cause(s) and manner as stated
☐ PRONOUNCING AND CERTIFYING PHYSICIAN (Physician both pronouncing death and certifying to cause of death)
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/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

SEE DEFINITION ON OTHER SIDE ↓

29b. SIGNATURE AND TITLE OF CERTIFIER OF CAUSE OF DEATH
Michael Propst MD

29c. DATE SIGNED (Month, Day, Year)
9/6/94

CERTIFIER

29d. NAME AND ADDRESS OF CERTIFIER WHO COMPLETED CAUSE OF DEATH (ITEM 27) (Type/Print name of certifier)
Michael Propst, MD 5500 E. Tudor Rd. Anchorage, AK 99510

29e. LICENSE NUMBER
1067

30. MANNER OF DEATH
☒ Natural ☐ Pending Investigation ☐ Accident ☐ Could not be determined ☐ Suicide ☐ Homicide

31. IF "MANNER OF DEATH" IS OTHER THAN "NATURAL", ITEMS 31a - 31f MUST BE COMPLETED.
31a. DATE OF INJURY (Month, Day, Year)
31b. TIME OF INJURY
31c. INJURY AT WORK? ☐ Yes ☐ No
31d. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)
31e. PLACE OF INJURY—At home, street, cannery, office, etc. (Specify)
31f. LOCATION (Street and Number or Rural Route Number, City or Town, State)

RECORDER

32. RECORDER'S SIGNATURE

33. RECORDING DISTRICT
Anchorage

34. DATE FILED (Month, Day, Year)
9-19-94

1053

Form VS-101
REV. 1-92

Original — State Copy

I CERTIFY THAT THIS IS A TRUE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE ON FILE IN THE BUREAU OF VITAL STATISTICS, DEPARTMENT OF HEALTH AND SOCIAL SERVICES, JUNEAU, ALASKA.

DATE ISSUED JAN 25 1995

Jean P. Brooke
STATE REGISTRAR

SEAL OF THE STATE OF ALASKA

SEAL OF THE STATE REGISTRAR OF VITAL STATISTICS OF ALASKA

American Bank Note Company

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

128

BILL OF SALE

DAVID J. BELL and PEGGY L. BELL, husband and wife, of Pinedale, Wyoming, SELLERS, for the sum of Ten and no/hundreds Dollars ($10.00) and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, do hereby sell, transfer and convey to the HORN IRREVOCABLE TRUST dated February 17, 1992, BUYER, of P. O. Box 4199, Jackson, WY, 83001, its successors and assigns, all rights, title and interest in and to the following personal property, to wit:

That certain Term Special Use (Recreation Residence) Permit issued by the U. S. Department of Agriculture, U. S. Forest Service, to David J. and Peggy L. Bell for Lot 44, Sylvan Bay Summer Homesites;

TOGETHER WITH all improvements located on Lot 44, Sylvan Bay Summer Homesites, including, but not limited to, the residential structure located thereon; and

All furniture, fixtures, appliances and other personal property located within the above-described residence or within other improvements located upon said premises.

The Sellers warrant that they have merchantible title to the above-described property, that it is free and clear from any mortgages, liens, encumberances, liabilities or other claims of any kind or description, and that they have full authority to transfer and sell such property, including, but not limited to, authority to transfer the aforesaid Term Special Use (Recreation Residence) Permit. Sellers agree that they will fully defend, hold harmless and indemnify Buyer, its successors and assigns, from any adverse claim upon said property arising from any cause whatsoever.

Said property is otherwise sold "as is" where presently located and without warranty as to condition or fitness, including fitness for any particular purpose.

WITNESS our hands this 13TH day of AUGUST, 1999.

DAVID J. BELL

PEGGY L. BELL

STATE OF WYOMING }
} ss
COUNTY OF SUBLETTE }

The foregoing instrument was acknowledged before me by DAVID J. BELL and PEGGY L. BELL this 13th day of AUGUST, 1999, as their free act and deed. Witness my hand and official seal.

(Seal) Don Tegeler - Notary Public
County of Sublette — State of Wyoming
My Commission Expires December 13, 2002

Notary Public

My Commission expires on 12-13-2002.

274598

RECORDED Aug. 20 1999 4:35 PM
IN BOOK 70 Misc. PAGE 129
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Booth

PARCEL IDENTIFICATION #
MEMBER #724564
WORK ORDER #11685 & 11686
SEC.10,T37N,R113W

274609

RECORDED Aug. 23 1999 10:25 AM
IN BOOK 70 Misc. PAGE 130
FEES $ 10.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By [illegible]

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That WE, the undersigned, GEORGE H. BULLEN & JOYCE G. BULLEN, husband & wife, ("Grantor") 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, ("Grantees"), a perpetual easement and right of way for the construction and continued maintenance, repair, alteration and replacement of the electric distribution circuits, lines and equipment 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 13 of Bondurant Ranches, Sublette County, Wyoming.

BEGINNING at a point being the NW corner of said Tract 13; thence S 34 degrees E, approximately 650 feet to a vault; thence easement begins and bears S 34 degrees, 275 feet to a transformer; thence S 63 degrees E, 125 feet more or less to a meter.

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, spray herbicides, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of the facilities. The Grantor acknowledges that Electric and Magnetic Fields (EMF) are naturally occurring in the transmission or distribution of electricity, and that the Grantee has here notified Grantor that EMF testing and information is available upon request from the Grantee. This Easement by Grantor is intended to include so much space as is necessary or appropriate to the presence of EMF and reasonable operation of the Grantee's transmission or distribution lines. 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 the Grantor, this 3rd day of June, 1999.

George H. Bullen

Joyce G. Bullen

STATE OF Wyoming)
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by George H Bullen and Joyce G bullen this 4th day of August, 1999

Witness my hand and official seal.

GLORIA J. THOMAS NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES JUL

Gloria J Thomas
Notary Public

130

131 Misc. BK 71 Misc PG 314/5/6

ASSIGNMENT OF REAL ESTATE LEASE AND AGREEMENT

This Assignment of Lease and Agreement made and entered into by and between William R. Davenport (Lessee-hereinafter called "Borrower"); and Thomas F. Davenport, Jr. (hereinafter called "Lessor"); and The Jackson State Bank, a Wyoming Banking Corporation (hereinafter called "Assignee"); WITNESSETH:

WHEREAS, Borrower has heretofore leased from Lessor certain real property by Lease dated JULY 1, 1999 for a term of HUNDRED (100) years located in the County of SUBLETTE, State of Wyoming, and described as follows:

One-half (.50) acres within the Forty (40) acres located at Township 34 North, Range 110 West of Section 3 NWSW ¼, Sublette County, Wyoming.

AND WHEREAS, Assignee has authorized the making of a loan to Borrower in the amount of $118,000.00 due and payable on or before September 1, 2004.

AND WHEREAS , such loan is for the benefit of both Borrower and Lessor, in that the funds are to be used for the benefit of the business conducted on the leased premises;

NOW THEREFORE, for and in consideration of the premises and of disbursement of said loan or any part thereof, Borrower, with the consent of LESSOR, hereby Assigns, Transfers and Conveys unto Assignee the Lease above described, TO HAVE AND TO HOLD the same for and during the remainder of the term mentioned in the Lease, and all renewals and extensions of said term.

A. Borrower and Lessor further Covenant and Agree:

1. Borrower is not now in default in the performance of Lease, and Borrower and Lessor will each perform the covenants and conditions required of him by said Lease for the term of said loan and any extensions or renewals of it.

2. Except as otherwise herein permitted, Borrower and Lessor will not, alone or by agreement between them,. modify or terminate said Lease without consent of Assignee.

3. In the event of default by Borrower under the terms of said Lease, Lessor shall have the right to terminate said Lease in accordance with its terms provided, however, Lessor shall first give Assignee 60 days written notice of such default and the right, at the option of Assignee, during such period to cure such default and during such period, Lessor will take no action to enforce its claim arising from such default without Assignee's consent.

4. In the event of any default by Borrower in the performance of any of the obligations of his Note to Assignee evidencing the aforesaid loan, any renewals or extensions thereof, or any other agreements herein, then Assignee, at its option, may, without notice, using such force as may be necessary, enter said leased premises and do any one of more of the following:

a. Remove all property of Borrower therefrom that is hypothecated as collateral for its aforementioned loan.

b. Sell the property referred to in paragraph a on said premises.

274663

RECORDED Aug. 26 1999 1:29 PM
IN BOOK 70 Misc. PAGE 131
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

In the event Assignee shall only undertake the options provided in paragraphs a. or b, it shall have no obligation other than payment of rent accruing during the period of its possession of the premises.

B. Lessor agrees to, and does hereby, subordinate any lien he may, now or hereafter have on the he property of Borrower, that is not or hereafter security for the aforesaid loan, to Assignee's lien or liens on said property and to Assignees rights herein.

C. Lessor hereby represents and warrants that title to said leased premises is held by him in and that he has full power and authority to enter into this Agreement.

D. This Agreement shall be binding upon and inure to the benefit of the personal representatives, successors and assigns of the parties hereto.

WITNESS our hands and seals this 23rd day of August, 1999.

LESSOR
Thomas F. Davenport, Jr.

LESSEE
William R. Davenport

BY: Thomas F. Davenport, Jr.
Thomas F. Davenport, Jr.

BY: William R. Davenport
William R. Davenport

ATTEST
THE JACKSON STATE BANK
Seal
Jackson, Wyoming

ASSIGNEE
The Jackson State Bank, A Wyoming Banking Corporation

BY: Joanie E. Beal
Joanie E. Beal
Real Estate Loan Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming)
) **ss**
County of Teton)

On this 23rd day of August ,1999, before me personally appeared, ***William R. Davenport,*** to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

GIVEN under my hand and seal the date first above written.

Cathy Toolson
Notary Public

CATHY TOOLSON - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires May 14, 2002

My commission expires: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming)
) ss
County of Teton)

On this 23rd day of August , 1999, before me personally appeared ***Thomas F. Davenport, Jr.,*** personally known by me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

GIVEN under my hand and seal the date first above written.

Cathy Toolson
Notary Public

CATHY TOOLSON - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires May 14, 2002

My commission expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF Wyoming)
)ss
County of Teton)

On this 23rd day of August, 1999, before me personally appeared ***Joanie E. Beal,*** to me personally known, who, being by me duly sworn, did say that she is the Real Estate Loan Officer of The Jackson State Bank, a Wyoming Banking Corporation, and that seal affixed to said document is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Real Estate Loan Officer acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

Cathy Toolson
Notary Public

CATHY TOOLSON - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires May 14, 2002

My commission expries: [redacted]

IN THE DISTRICT COURT OF SUBLETTE COUNTY, WYOMING
NINTH JUDICIAL DISTRICT

DENNIS L. FLANNERY, Plaintiff vs. C.J. Barnhisel, if the afore-named is deceased, which is believed to be the case, then all of the unknown heirs, devisees, legatees, creditors and successors of such deceased person, and all other persons claiming any estate or interest in, or lien upon, the real property and the premises which are the subject matter of this action and are described herein; and, Sadie Ruth Barnhisel a/k/a Sadie Ruth Niles; and Desert State Life Management, Inc., as Conservator and Guardian of Sadie Ruth Barnhisel a/k/a Sadie Ruth Niles; and Judy Estes; and John Barnhisel a/k/a J. Gray Hunter, Defendants.	Civil Action No. 6032

FILED

AUG 27 1999

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING

DEFAULT JUDGMENT AND ORDER

THIS MATTER having come before the Court on the Motion of the Plaintiff for default judgment and the Court finding that the Defendants have not answered or otherwise plead in this cause and in all respects Plaintiff is entitled to a default judgment, therefore;

IT IS ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff have judgment against all of the Defendants and each of them as follows:

1. That Plaintiff's title to the real property herein identified is quieted against all Defendants and all Defendants are hereby judged to have no right, title or interest in or to the following described real property, to-wit:

Lot ten (10) in Block two (2) of Amended Plat of Townsite of Shelter Park, Sublette County, Wyoming, as shown on the records in the office of the County Clerk of Sublette County, State of Wyoming, including all water rights and improvements thereon.

SUBJECT TO: easements, reservations, and restrictions of record.

274673
274673

RECORDED Aug. 27 1999 10:30 M
IN BOOK 70 Misc. PAGE 135
FEES $8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

[redacted] [redacted] [redacted]

IT IS SO ORDERED.

DATED this 27th day of August, 1999.

N J Scott Brie

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

137.

IN THE DISTRICT COURT OF SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE GUARDIANSHIP AND CONSERVATORSHIP OF JOSHUA THOMAS MURPHY, A Minor.	)))))	Probate No. 1680

FILED

AUG 27 1999

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
SUBLETTE COUNTY, WYOMING
BY

ORDER APPOINTING CO-CONSERVATOR AND CO-GUARDIAN

THIS MATTER, having come before the court on the petition of Priscilla Elaine Mecham and William Mecham, husband and wife and the grandparents of the proposed ward, Priscilla Elaine Mecham being the natural grandmother of the proposed ward and William Mecham being the step-grandfather of the ward, for the appointment of Priscilla Elaine Mecham and William Mecham as Co-Conservators and Co-Guardians of Joshua Thomas Murphy, age 10, and after hearing evidence and being fully advised in the premises the Court finds as follows:

That said minor has no legally appointed conservator or guardian other than your Petitioners herein who were so appointed as Guardians in the State of Nevada; that he is a resident of Sublette County, State of Wyoming; that he has an estate within Sublette County, which needs the care and attention of some fit and proper person; that Joshua Thomas Murphy's natural mother, for a period of time was incarcerated with the Nevada prison system and on or about he 31st day of October, 1997, she was released. However, it is still felt at this time that it is in the best interest of the minor child, Joshua Thomas Murphy, that he continue to live with his grandparents and that they be made Co-Guardians and Co-Conservators of his person and of his estate respectively.

NOW, THEREFORE, IT IS HEREBY ORDERED that Priscilla Elaine Mecham and William Mecham be, and they hereby are, appointed Co-Conservators and Co-Guardians of Joshua Thomas Murphy until further order of this Court or until the ward reaches the age of majority and that Letters of Conservatorship and Guardianship be issued to Priscilla Elaine Mecham and William Mecham upon taking the

274674

RECORDED Aug 27 1999 10:35A M
IN BOOK 70 Misc PAGE 137
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Jacobs

appropriate oath.

DATED this 27th day of August, 1999.

DISTRICT COURT JUDGE

THE STATE OF WYOMING
COUNTY OF SUBLETTE
MARILYN [illegible]ENSEN, CLERK OF THE NINTH JUDICIAL DISTRICT [illegible] WITHIN AND FOR SAID COUNTY AND IN THE [illegible] AFORESAID DO HEREBY CERTIFY THE FOREGOING TO BE A FULL, TRUE AND COMPLETE COPY.
SIGNED

NOT ALL EASEMENTS ARE SHOWN ON THIS MAP.

274733

RECORDED Aug. 30 1999 4:35 PM
IN BOOK 70 Misc. PAGE 139
FEES $ 25.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

MAP OF SURVEY

SEVEN MILE RIVER RANCH

SHOWING
PARTS OF
SECTION 36 T34N R111W
SECTIONS 29, 30, 31, 32, 33 T34N R110W
SECTIONS 5, 6, 7, 8 T33N R110W 6TH P.M.
SUBLETTE COUNTY, WYOMING

SHEET 1 OF 2

Scott R Pierson

Scott R. Pierson
Wyoming Professional Land Surveyor No. 3831

ACKNOWLEDGMENT
The foregoing instrument was acknowledged before me by Scott R. Pierson on this 30 day of August, 1999.
Witness my hand and official seal.

L. Boyt
Notary Public

10/5/2002
My commission expires:

LORI BOYT - NOTARY PUBLIC
County of Teton — State of Wyoming
My Commission Expires Oct. 5, 2002

MAP OF SURVEY
SHOWING
SEVEN MILE RIVER RANCH
PARTS OF
SECTION 36 T34N R111W
SECTIONS 29, 30, 31, 32, 33 T34N R110W
SECTIONS 5, 6, 7, 8 T33N R110W 6TH P.M.
SUBLETTE COUNTY, WYOMING

140

SHEET 2 OF 2

274734

RECORDED Aug. 30 1999 4:35 PM
IN BOOK 70 Misc. PAGE 141
FEES $ 25.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Patti Lawson

CH LINE SHEET 3

T34N

T33N

nt with boundary

LOT 4

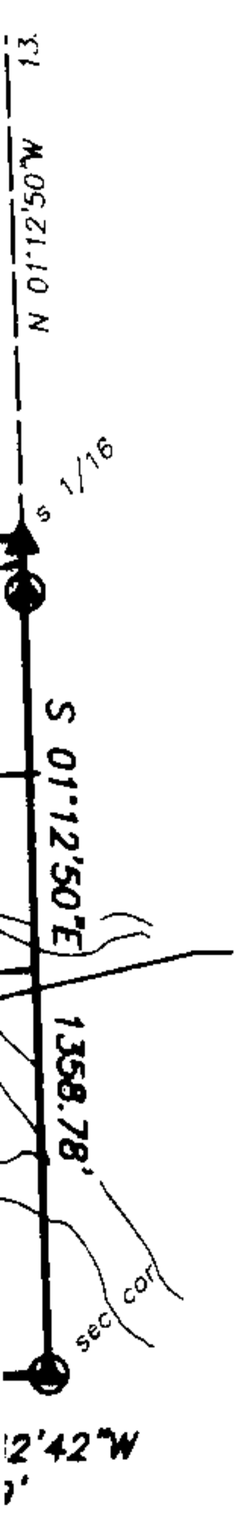
Parcel 7
144 Acres

L122

STONE FLY
AD (RD-4)

-5-

MAP OF SURVEY
SEVEN MILE RIVER RANCH
SHOWING
PARTS OF
SECTION 36 T34N R111W
SECTIONS 29, 30, 31, 32 T34N R110
SECTIONS 5, 6 T33N R110W 6TH P.M
SUBLETTE COUNTY, WYOMING



MAP OF SURVEY
SEVEN MILE RIVER RANCH
SHOWING
PARTS OF
SECTIONS 29, 30, 31, 32, 33 T34N R110W
SECTIONS 5, 6 T33N R110W 6TH P.M.
SUBLETTE COUNTY, WYOMING

SHEET 2 OF 4

exterior boundary line of Seven Mile I

parcel line

parcel line coincident with thread of

centerline of 60-foot wide access ea

riverbank or pondbank limit of 50-fo access easement

centerline of 40-foot wide strip for equestrian trail easement

equestrian trail easement or parking/

centerline of 30-foot wide utility ea

centerline of 20-foot wide pedestrian

MAP OF SURVEY
SEVEN MILE RIVER RANCH
SHOWING
PARTS OF
SECTION 36 T34N R111W
SECTIONS 31, 32, 33 T34N R110W
SECTIONS 5, 6, 7, 8 T33N R110W 6TH P.M.
SUBLETTE COUNTY, WYOMING

SHEET 3 OF 4

L. Boyt
Notary Public

10/5/2002
My commission expires:

LORI BOYT - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires Oct. 5, 2002

MAP OF SURVEY
SEVEN MILE RIVER RANCH
SHOWING
PARTS OF
SECTION 36 T34N R111W
SECTIONS 31, 32, 33 T34N R110W
SECTIONS 5, 6, 7, 8 T33N R110W 6TH P.M.
SUBLETTE COUNTY, WYOMING

MEMORANDUM OF CONTRACT

TO WHOM IT MAY CONCERN:

On this 31 day of August, 1999, JACQUELINE MORGAN and KAY McEARLY, as Seller, and VIKKI MARTIN and RITAMARI MARTIN, 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 1 of the Prospector Square Subdivision, Sublette County, Wyoming, as the same appears on the official map or plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming.

TOGETHER WITH all improvements and appurtenances thereunto appertaining;

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 rights of way of record, in use and of sight.

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

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 31 day of August, 1999.

BUYER:

VIKKI MARTIN

RITAMARI MARTIN

SELLER:

JACQUELINE MORGAN

KAY McEARLY

274741

RECORDED Aug. 31, 1999 M 4:30p
IN BOOK 70 misc. PAGE 145
FEES $ 8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Memorandum of Contract was acknowledged before me by VIKKI MARTIN this 31 day of August, 1999.

Witness my hand and official seal.

Karen E. Olsen
Notary Public

My Commission Expires:

KAREN E. OLSEN - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires: 5/20/2000

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA BARBARA)

The foregoing Memorandum of Contract was acknowledged before me by RITAMARI MARTIN, this 26 day of Aug, 1999.

Witness my hand and official seal.

CINDY MARIE LUIS
Commission # 1214313
Notary Public - California
Santa Barbara County
My Comm. Expires Mar 29, 2003

Cindy Marie Luis
Notary Public

My Commission Expires: 3/29/03

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Memorandum of Contract was acknowledged before me by JACQUELINE MORGAN, this 31 day of August, 1999.

Witness my hand and official seal.

KAREN E. OLSEN - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires: 5/20/2000

Karen E. Olsen
Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Memorandum of Contract was acknowledged before me by KAY McEARLY, this 31 day of August, 1999.

Witness my hand and official seal.

Karen E. Olsen
Notary Public

My Commission Expires:

KAREN E. OLSEN - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires: 5/20/2000

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

IN AND FOR THE COUNTY OF SUBLETTE, STATE OF WYOMING

Probate No. 1670

IN THE MATTER OF THE ESTATE OF:	)
	)
WILLIAM J. McGINNIS, JR., a/k/a	)
W. J. McGINNIS, JR.,	)
	)
Deceased.	)

FILED

AUG 27 1999

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING

ORDER APPROVING FINAL REPORT

AND DECREE OF DISTRIBUTION

The above-captioned matter comes on for hearing before the Court on the Final Report and Petition for Distribution, as filed with this Court by the Personal Representative of the above-captioned estate, and the Court, having reviewed the court file of record herein, and being duly advised in the premises, finds that the Court 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; the Court notes that all interested parties have waived notice and hearing on, and no objections have been filed, in writing or orally, to the said Final Report and Petition for Distribution; the Court specifically finds that each and all of the statements made in the said Final

274767

RECORDED Sept. 1 1999 M 3:50p
IN BOOK 70 Misc. PAGE 147
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

Report are true and correct, that the conduct of the Personal Representative in the administration of this estate as reflected in said Report is in accordance with law and the prior Orders of this Court, and that therefore order ought to be entered at this time fully and finally approving, ratifying and confirming the Final Report and Petition for Distribution, and all doings of the Personal Representative in the premises; the Court further finds that the following named entity is the sole distributee of this estate in accordance with document admitted herein as the Last Will and Testament of the decedent. Said distributee is not under any legal disability. The sole distributee is:

JANE M. MCGINNIS, as Trustee of the WILLIAM J.
MCGINNIS MARCH 26, 1984 FAMILY TRUST
P.O. Box 280
Big Piney, WY 83113

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Final Report and Petition for Distribution be, and the same hereby is, fully and finally ratified, confirmed and approved, and all of the doings of the Personal Representative in the premises be, and the same are hereby fully and finally approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Personal Representative shall proceed to make final distribution of all

remaining assets of this estate now in his hands, after payment of all costs of administration, as follows:

All property of this estate, more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference, together with any other property of the decedent that may be hereafter discovered, shall be and hereby is distributed to JANE M. MCGINNIS, as Trustee of the WILLIAM J. MCGINNIS MARCH 26, 1984 FAMILY TRUST, of P.O. Box 280, Big Piney, WY 83113.

In making such distributions the Personal Representative shall execute and deliver such instruments as 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 27th day of June, 1999.

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 TRUE AND COMPLETE COPY.
SIGNED

EXHIBIT A

1. Certificates of Deposit:

(a) Community First National Bank, Kemmerer, Wyoming
Cert. Nos. 700007270
700342500
710001224
710001188

(b) Community First National Bank, Casper, Wyoming
Cert No. 390005133

(c) Rock Springs National Bank, Rock Springs, Wyoming
Cert. Nos. 80981
26544
76723

(d) Jackson State Bank, Jackson, Wyoming
Cert. No. 22180

2. Community First National Bank, Kemmerer, Wyoming, Checking Account No. 712016566

3. An undivided 3.0626% interest in and to the McGinnis Family Trust dated December 15, 1941, established by an Assignment in Trust executed by Anderson L. McGinnis, Mary H. McGinnis, by Anderson L. McGinnis, her attorney in fact, Walter C. Yose, Miranda Yose, Frank R. McGinnis and William J. McGinnis.

4. Royalty and Mineral Interests

(Cross Timbers Oil Company)

(a) An undivided 0.0041667 royalty interest in and to all oil, gas, casinghead gas, condensate, distillate, gasoline and any and all other liquid products extracted from the following described real property:

Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming

That portion of Lot 41 lying within Spacing Unit V as established by an Order of the Wyoming Oil and Gas Conservation Commission dated July 21, 1978, and identified as Docket No. 107-78 (approximately the SW/4 of Section 24).

(b) An undivided 0.0011901 royalty interest in and to all natural gas and associated hydrocarbons and/or in the proceeds derived from the sale of the same produced from the communitized area (Unit XII of that certain Order of the Oil and Gas Conservation Commission of the State of Wyoming identified as Cause No. 1, Order No.1 Docket No. 107-75 dated July 21, 1978), located in Lincoln County, Wyoming, and described as:

The Frontier Formation in and underlying Township 26 North, Range 113 West, 6th P.M.: The NE 41.61 acres of Lot 42; and Section 25: Lots 1,2 and 3.

(c) An undivided 0.0018893 royalty interest in and to all natural gas and associated hydrocarbons produced from the lands within Spacing Unit X as established by that certain Order of the Oil and Gas Conservation Commission of the State of Wyoming identified as Cause No. 1, Order No.1 Docket No. 107-75 dated July 21, 1978, located in Lincoln County, Wyoming, and described as:

The Frontier Formation in and underlying T.26 N., R. 113 W., 6th P.M.: The northwesterly 76.75 acres of Lot 43; the northwesterly 76.795 acres of Lot 41; Section 26: Lot 1

(7.13 acres) and Lot w (8.65 acres). Containing 169.37 acres, more or less.

(d) An undivided 0.01049237 royalty interest in and to all natural gas and associated hydrocarbons produced from the lands within Spacing Unit XV as established by that certain Order of the Oil and Gas Conservation Commission of the State of Wyoming identified as Cause No. 1, Order No.1 Docket No. 107-75 dated July 21, 1978, located in Lincoln County, Wyoming, and described as:

The Frontier Formation in and underlying Township 26 North, Range 113 West, 6th P.M.: The south 83.68 acres of Lot 45; and Section 26: Lot 8 (30.14 acres) and Lot 9 (30.38 acres). Containing 144.20 acres, more or less.

(Phillips Petroleum Company)

(e) An undivided 1/5 X 1/8 royalty interest in and to all the oil (which hereunder includes distillate) produced from the following described property:

Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming

Section 26: S/2NW/4

(Mobil Oil Corporation)

(f) An undivided 0.00571400 royalty interest in and to all oil and gas produced from the following described property:

Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming

Section 17: Tracts 38 and 40, also known as NE/4SW/4, SW/4SE/4.

Section 21: Tract 42

(g) An undivided 0.00357100 royalty interest in and to all oil and gas produced from the following described property:

Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming

All of Tract 48 (Resurvey dated July 17, 1926), less most easterly 40 acres.

(Enron Oil and Gas Company)

(h) Various undivided royalty interests more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

(Other)

(i) An undivided one-fifth (1/5) interest in and to certain mineral and royalty interests more particularly described in that certain Decree of Distribution entered on December 19, 1973, and that Certain Correcting Decree of Settlement of Final Account and Distribution Nunc Pro Tunc entered on May 2, 1974, in the Estate of William J. McGinnis, Third Judicial District Court, Lincoln County, Wyoming, Probate No. 2689, copies of which are attached hereto as Exhibits "B" and "C" and incorporated herein by this reference.

Exhibit "A"

Attached hereto and made a part of the Division Order dated April 9, 1998, to the Aaron H. McGinnis Revocable Trust dated June 24, 1997, Aaron H. McGinnis Trustee and Settlor

Property No.	Property Name and Legal Description	Decimal Interest	Type Interest
0075780001	East Labarge Unit Sixth Revision to the Frontier Participating Area as approved by the Bureau of Land Management on September 1, 1959 Sublette County, Wyoming	.00011791	RI
0061470001	Tip Top Shallow Unit as approved by the Bureau of Land Management on December 1, 1974 Sublette County, Wyoming	.00001933	RI
0029460001	Mills Mesaverde Unit as approved by the Bureau of Land Management on July 1, 1993, then expanded effective March 1, 1995 Sublette County, Wyoming	.00003518	RI
0043020001	McDonald Draw Unit First Revision to the Almy Participating Area E as approved by the Bureau of Land Management on August 1, 1963 Sublette County, Wyoming	.01250000	RI
0094550001	Green River Bend Unit CP1 Township 26 North, Range 112 West Section 7: Lot 2, 4, E2SW, SE Section 17: NWNW, W2NENW, N2SWNW Section 18: NE, NENW, N2SENW Containing 579,60 Acres Lincoln County, Wyoming	.00293320	RI

Exhibit "A"

Attached hereto and made a part of the Division Order dated April 9, 1998, to the Aaron H. McGinnis Revocable Trust dated June 24, 1997, Aaron H. McGinnis Trustee and Settlor

Property No.	Property Name and Legal Description	Decimal Interest	Type Interest
0094560001	Green River Bend CP2 Township 26 North, Range 112 West Section 18: Lot 4, S2SENW, E2SW, SE Section 19: Lots 1-3, NE, E2NW, NESW, N2SE Containing 693.59 Acres Lincoln County, Wyoming	.00364550	RI
0103150001	Larson 1-17 Township 26 North, Range 112 West Section 17: SENW Lincoln County, Wyoming	.00500000	RI
0107170001	McGinnis 1-17 Township 26 North, Range 112 West Section 17: NWSW Lincoln County, Wyoming	.00500000	RI
0213480001	West Stead Canyon 18-17 Township 26 North, Range 112 West Section 17: NWNW Lincoln County, Wyoming	.00421173	RI

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EXHIBIT B

457

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF WYOMING, IN AND FOR THE COUNTY OF LINCOLN

In the Matter of the Estate of

WILLIAM J. McGINNIS,

Deceased.

Probate No. 2689

FILED

DEC 19 1973

Clerk of District Court
Kemmerer, Lincoln County, Wyoming

DECREE OF SETTLEMENT OF FINAL ACCOUNT AND DISTRIBUTION

AARON H. McGINNIS, as Executor of the Last Will and Testament of William J. McGinnis, deceased, having on or before the 7th day of December, 1973, rendered and filed in the above-entitled Court and proceeding, a full account and report of his administration of the estate of said decedent, which account is for final settlement, and having filed therewith a Petition for the distribution of said estate, and said account and petition coming on regularly for hearing, proof having been made to the satisfaction of the Court that due and legal notice thereof has been given to the creditors and others interested in said estate, in the manner and substance provided by law, by publication of notice thereof in the Kemmerer Gazette, a newspaper regularly printed and published at Kemmerer, Lincoln County, State of Wyoming, and of general circulation for four (4) successive weeks, commencing with the issue of November 15, 1973.

There being no one appearing in opposition or objecting thereto, and it appearing by record herein, that by an order of this Court, made and entered on the 7th day of July, 1970, the Last Will and Testament of said decedent was duly admitted to

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probate, and said Aaron H. McGinnis was appointed and duly qualified as Executor thereof, and Letters Testamentary were issued to him by the Clerk of this Court on the 9th day of July, 1970, and that he thereupon gave notice to the Creditors of said decedent in the manner and substance provided by law to present to him, or file with the Clerk of this Court, their claims within three (3) months after July 16, 1970, the date of the first publication of said notice, and that said notice to creditors was published in the Kemmerer Gazette, a weekly newspaper printed and published in Kemmerer, in said County and State, for three (3) successive weekly issues thereof, and the time stated therein and limited by law for creditors to present and file their claims has expired, and that all claims have been presented and filed herein and have been paid and disposed of; and that all costs, charges and expenses of administration, except Executor's commission and attorney's fees have been paid, and all taxes levied and assessed against said estate, including estate taxes and inheritance taxes, have been paid and discharged; and that said Executor returned to this Court, and filed with the Clerk thereof, a true Inventory and Appraisement of the estate of said decedent, and that said estate has been fully administered and is now in condition to be closed; and the residue of said estate remaining in the possession and under the control of said Executor is ready for distribution to the persons entitled thereto as expressed by the Will of said decedent; and the Court, having fully considered the matters and proceedings herein had, and the evidence adduced, finds:

Said account, report and petition to be true and correct; that William J. McGinnis died testate, and as provided

In his Last Will and Testament the following are his named legatees and devisees, to-wit:

William J. McGinnis, Jr., surviving son, Big Piney, Wyoming 83113

Aaron H. McGinnis, surviving son, Kemmerer, Wyoming 83101

Victor S. McGinnis, surviving son, LaBarge, Wyoming 83123

Marjorie Brawley, surviving daughter, LaBarge, Wyoming 83123

Mary Nell (Hannon) McGinnis, surviving daughter, 3333 West Nicolet, Banning, California 92220

That the Will of said decedent provided, among other things, as follows:

I

"I devise and bequeath to my wife, Hamie McGinnis, if she survives me, one-half of my real and personal property owned by me at the time of my death. If she does not survive me the devise and bequest provided for in this paragraph shall be added to the devisees and bequests in paragraph II equally. In computing the devise and bequest provided for herein, I direct that it be computed in such manner to take full advantage of the Federal Estate Tax marital deduction.

II

I devise and bequeath the remaining one-half of my estate among my children in five shares as follows:

(a) one share to my son, Aaron H. McGinnis of Kemmerer, Wyoming, if he survives me or if he does not survive me to such natural children of the said Aaron H. McGinnis as survive me.

(b) one share to my son William J. McGinnis, of Big Piney, Wyoming, if he survives me or if he does not survive me to such natural children of the said William J. McGinnis as survive me.

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(c) one share to my son, Victor S. McGinnis of LaBarge, Wyoming if he survives me or if he does not survive me to such natural children of the said Victor S. McGinnis as survive me.

(d) one share to my daughter, Marjorie Brawley of LaBarge, Wyoming, if she survives me or if she does not survive me to such natural children of the said Marjorie Brawley as survive me.

(e) one share to my daughter, Mary Nell Hannon, Colorado Springs, Colorado, if she survives me or if she does not survive me to such natural children of the said Mary Nell Hannon as survive me.

If all of the persons named in any one or more of clauses (a) through (e) of this paragraph II should predecease me the share or shares given in such clause shall be added to the other shares equally. I intend that no portion of the property dealt with in this will shall pass into a residue unless all persons designated as legatees in this paragraph shall fail to survive me."

That the decedent's wife, Mamie McGinnis, predeceased him in death and that his sons and daughters, as above-named, all survived him.

And all and singular, the law and the evidence being by the Court seen, heard and understood, and being fully advised in the premises, it is by the Court

CONSIDERED, ORDERED, ADJUDGED AND DECREED that the Final Account and Report of said Executor, and all of his acts and doings in the administration of said estate, be, and the same are hereby settled, allowed, approved and confirmed, and it is further

ORDERED that the following described real and personal property, be, and the same is hereby distributed to the above

named William J. McGinnis, Jr., Aaron H. McGinnis, Victor S. McGinnis, Marjorie Brawley and Mary Nell (Hannon) McGinnis, in equal shares:

Principal balance due on contract of sale of land to Victor S. McGinnis	$210,751.85
Accrued interest on contract of sale of land to Victor S. McGinnis	18,967.67
SW¼NE¼, W½NW¼, SE¼NW¼ all in Section 26; NE¼NE¼ of Section 27; T. 28 N., R. 114 W., 6th P.M., Sublette County, Wyoming, and containing 200 acres, more or less;	
15.312 percent of mineral interest in McGinnis Family Trust	
25 shares capital stock, Certificate No. 1839, Watersville Oil Company	
37,515 shares capital stock in Wyoming, LaBarge and Dry Piney Oil Company	
361 shares capital stock, LaBarge Oil Company	
One (1) Series "E" Bond, dated July 11, 1967, in the amount of $500.00	
One (1) Series "E" Bond, dated July, 1967, in the amount of $1,000.00	
One (1) Series "E" Bond, dated July, 1967, in the amount of $1,000.00	

An undivided 20% interest in and to the minerals, including oil and gas, underlying the following described lands:

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

Section 7: That part of the E½SE¼ lying East of U. S. Highway 189
Section 8: Lots 8, 9, 10; SW¼SW¼
Section 17: Lots 2, 3, 4; NW¼, N½S½
Section 18: That part of the E½NE¼, NE¼SE¼, lying East of U. S. Highway 189.

An undivided 1/6 interest in and to the

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minerals, including oil and gas, underlying the following described lands:

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

Section 7: SW¼SE¼, SE¼SW¼, and that part of the E½SE¼ lying West of Highway 287
Section 18: Lot 4, E½W½, W½E½, and that part of the E½E½ lying West of Highway 287
Section 19: Lots 1, 2, 3; E½NW¼, NE¼SW¼, W½NE¼, NW¼SE¼ and that part of the E½NE¼ and NE¼SE¼ lying West of Highway 287

Township 26 North, Range 113 West,
6th P.M., Lincoln County, Wyoming:

Resurvey Lots 41 and 42

The mineral interest, including oil and gas, underlying the following described lands:

Township 26 North, Range 113 West,
6th P.M., Lincoln County, Wyoming:

Section 14: SE¼SW¼, SW¼SE¼, and Lot 4
Section 22: NE¼NE¼, S½NE¼
Section 23: N½NW¼, S½NW¼, Lots 1, 2, 3 and 4
Resurvey Lots 39 and 40
Section 26: Lots 1 and 43

Township 28 North, Range 112 West,
6th P.M., Sublette County, Wyoming:

Section 11: S½SW¼
Section 14: W½NW¼, NE¼NW¼
Section 15: N½N½

An undivided .0285715 royalty interest underlying the following described lands:

Township 28 North, Range 113 West,
6th P.M., Sublette County, Wyoming:

Section 17: Tract 40, also described as SW¼SE¼
Section 21: Tract 42, also described as SE¼NW¼

The mineral interest, including oil and gas, underlying the following described lands:

Township 28 North, Range 112 West,
6th P.M., Sublette County, Wyoming:

Tract 36

An undivided 50% interest in and to the minerals, including oil and gas, underlying the following described lands:

Township 28 North, Range 112 West,
6th P.M., Sublette County, Wyoming:

Tract 37

The mineral interest, including oil and gas, underlying the following described lands:

Township 26 North, Range 113 West,
6th P.M., Lincoln County, Wyoming:

A parcel of land situated in Lots 46 and 47 and said parcel of land being more particularly described as follows: Beginning at Corner No. 3 of said Lot 47; thence North 0° 27' West, 20,256 chains to a point; thence North 89°41' West, 20,218 chains to a point on the East Boundary of Lot 46; thence North 89° 39' West, 20,394 chains to a point on the West Boundary line of Lot 46; thence North 0°54' West, 40,69 chains to Corner No. 6 of said Lot 46; thence South 89°42' East, 40,76 chains to Corner No. 1 of said Lot 46; thence South 0° 57' East, 20,36 chains to Corner No. 2 of said Lot 46, thence South 89° 41' East, 20,39 chains to Corner No. 1 of said Lot 47; thence South 0°59' East, 40,75 chains to Corner No. 2 of said Lot 47; thence North 89° 30' West, 20,405 chains to Corner No. 3, the point of beginning.

Cash money in the amount of $_____;

and it is further

ORDERED that Aaron H. McGinnis, Executor of the Will of said decedent, be, and he is hereby allowed as compensation for such the sum of $675.00, and that E. J. Herschler, attorney for the Executor of the Will of said decedent, be, and

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he is hereby allowed the sum of $ 6775.00 as his fee as attorney for said estate.

DONE IN OPEN COURT this 16th day of December, 1973.

JUDGE

-8-

Re: Estate of Ida, 10 Fiduciary 463 to 464

EXHIBIT C

10

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF WYOMING, IN AND FOR THE COUNTY OF LINCOLN

In the Matter of the Estate of

WILLIAM J. McGINNIS,

Deceased.

Probate No. 2608

FILED

MAY 2 - 1974

Clerk of District Court

CORRECTING DECREE OF SETTLEMENT OF FINAL ACCOUNT AND DISTRIBUTION NUNC PRO TUNC

It appearing to the Court that the Decree of Settlement of Final Account and Distribution entered herein on the 19th day of December, 1973, in the above-entitled estate, because of inadvertence there was omitted from said Decree certain property that should have been included therein and that such property is described as follows, to-wit:

The mineral interest, including oil and gas, underlying the following described lands:

Township 29 North, Range 111 West, 6th P. M., Sublette County, Wyoming

Section 27: S½SW¼
Section 28: SE¼SE¼, Lot 10
Section 33: NE¼, N½SE¼, SW¼SE¼, Lots 1, 4, 5 and 8
Section 34: W½NW¼

Also, the mineral interest, including oil and gas, underlying the following described lands:

Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming

The whole of Lots 44 and 45 in Section 26 and 27 and the Lot 5 in Section 27, and Lots 7, 8 and 9 in Section 26.
Also a parcel of land within the Lots 46 and 47 and more particularly described as follows, to-wit:

Beginning at Corner #3 of said Lot 47, thence North 0°27' West, 20.256 chains to a point, thence North 89°41' West

20.218 chains to a point on the Easterly boundary line of said Lot 46 of said Township and Range, thence North 89°39' West, 20.394 chains to a point on the Westerly boundary line of Lot 40 of said Township and Range, thence North 0°54' West, 40.69 chains to Corner #6 of said Lot 46, thence South 89°42' East, 40.76 chains to Corner #1 of said Lot 46; thence South 0°57' East, 20.36 chains to Corner #2 of said Lot 46, thence South 89°41' East, 20.39 chains to Corner #1 of said Lot 47 of said Township and range, thence South 0°59' East 40.74 chains to Corner #2 of said Lot 47, thence North 89°38' West, 20.405 chains to Corner #3, the point of beginning.

IT IS THEREFORE ORDERED that the Decree of Settlement heretofore entered by the Court in the above-entitled estate on December 19, 1973, be, and the same is hereby corrected to conform to the actual Decree of Settlement intended, announced and rendered by the Court by adding to said Decree the hereinabove described property. It is further orderd that this order correcting the record of said Decree be entered Nunc Pro Tunc as of December 19, 1973, that being the date when said Decree was originally made and entered, and that the said Decree as originally entered and corrected herein is hereby ratified, approved and confirmed.

DONE IN OPEN COURT this 30th day of April, 1974.

JUDGE

Dec. Pet. Bk. 11, Pages 10 & 11

TRUSTEES' AFFIDAVIT

With respect to the TESTAMENTARY TRUSTS UNDER THE WILLS OF MAY K. SCHWABACHER AND ALBERT EARL SCHWABACHER FOR THE PRIMARY BENEFIT OF JOHN L. SCHWABACHER, (collectively the "Trusts") the undersigned parties hereby declare:

1. That we are the Co-Primary Trustees of the Trusts pursuant to those certain Orders Appointing Successor Trustees recorded November 3, 1997 with the County Clerk, Sublette County, Wyoming in Book 67 Misc., Pages 540 and 542, Document Nos. 264261 and 264262.

2. That we are currently lawfully serving in the capacity of Co-Primary Trustees; and

3. That the Trusts have not been revoked, modified or amended in any manner which would cause the representation in this affidavit to be incorrect.

Pursuant to Wyoming Statute 34-2-123, the undersigned verify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 30 day of August 1999

WILLIAM GISVOLD, Co-Primary Trustee of the Testamentary Trusts under the Wills of May K. Schwabacher and Albert Earl Schwabacher for the primary benefit of John L. Schwabacher

Address: 1075 N. Tenth Street,
San Jose, CA 95112

Executed this 30 day of August, 1999

STOW WITWER, Co-Primary Trustee of the Testamentary Trusts under the Wills of May K. Schwabacher and Albert Earl Schwabacher for the primary benefit of John L. Schwabacher

Address: 822 7th Street, Suite 760
Greeley, CO 80631

274772

RECORDED Sept. 2 1999 10:00 AM
IN BOOK 70 Misc. PAGE 1606
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sutton

{3791 0008 EAA0027.DOC 8/26/99}

1606

STATE OF Wyoming)

COUNTY OF Sublette)

On Sept. 1, 1999, before me, Edwin R. Adams, a notary public, personally appeared WILLLIAM GISVOLD, 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.

Edwin R. Adams - Notary Public
County of Sublette
State of Wyoming
My Commission Expires 7-28-2000

Edwin R. Adams
Notary Public

SEAL

(3791 0008 EAA0027 .DOC 8/26/99)

STATE OF Colorado)

COUNTY OF Weld)

On August 30, 1999, before me, Joyce E. Amundson, a notary public, personally appeared STOW WITWER, 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.

Notary Public

My Commission Expires July 9, 2000

JOYCE E. AMUNDSON NOTARY PUBLIC STATE OF COLORADO

SEAL

Betty Fear, Commissioner

Mary L. Lankford, County Clerk
(Attest)

SUBLETTE COUNTY

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Sheet 7, Hoback
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te affidavit)

Magill

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RECORDED Sept. 8 1999 9:55 M

IN BOOK 70 Misc. PAGE 169

FEES $5.00 Mary L Lankford COUNTY CLERK

SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Sexton

Plat Of The

FOREST GLEN
Lot Division

of the
S1/2 of TRACT 1, SHEET 7,
HOBACK RANCHES SUBDIVISION
within the NE1/4 of
Section 1, T36N-R113W
Sublette County, Wyoming

9/02/99
8/19/99

274852

RECORDED Sept. 8 1999 9:55A M
IN BOOK 70 Misc. PAGE 170
FILED $6.00 Mary COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

AFFIDAVIT

State of Wyoming)
) ss.
County of Teton)

Comes now, Morris Craig Magill, a single man, of Teton County, Wyoming, whose address is P.O. Box 9006 Jackson, WY 83001, who, being duly sworn on oath according to law, does hereby make the following statements of fact and affirm:

1. That he is a co-owner of all lands in the S½ of Tract 1, Sheet 7, Hoback Ranches Subdivision, a subdivision of record in Book 35 of Warranty Deeds on Page 172 in the Office of the Clerk of Sublette County, Wyoming.

2. That these lands are to be subdivided as shown on the proposed plat of the **Forest Glen Lot Division**.

3. That he has reviewed the proposed plat noting that the subdivision consists of two lots that average 9.818 acres each for a total of 19.636 acres.

4. That he 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 him.

Morris Craig Magill
Morris Craig Magill

The foregoing instrument was acknowledged before me by Morris Craig Magill this 30 day of August, 1999.

Witness my hand and official seal.

Notary Public

does not expire
My Commission expires:

IAN T. DAVIS
Barrister & Solicitor
#332 - 4370 LORIMER ROAD
WHISTLER, B.C.
V0N 1B4

IAN T. DAVIS NOTARY PUBLIC

AFFIDAVIT - JOINT TENANCY

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

John Perry Barlow, being first duly sworn, upon oath, deposes and says:

1. On October 29, 1992, Miriam B. Bailey conveyed by Warranty Deed to Miriam J. Bailey and John Perry Barlow, as joint tenants with right of survivorship, the real estate described as follows:

> A tract of land situate in Lot One (1), Section Four (4), Township Thirty-three (33) North, Range One Hundred Nine (109) West, 6th Principal Meridian, Wyoming and more particularly described as:
>
> Beginning on 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 which said point is the initial point of the following described traverse, to-wit:
>
> Proceeding from said initial point 150 feet south to a point; thence West 50 feet to a point; thence North 150 feet to a point; thence East 50 feet to said initial point; together with all buildings and improvements situate thereon or appurtenant thereto:
>
> SUBJECT TO provisions of United States patents and SUBJECT TO that certain mortgage recorded in reception number 158164, Book 28, at page 440, in the records in the office of the County Clerk and Ex-Officio Register of Deed in the County of Sublette, State of Wyoming; and SUBJECT TO any obligation to the Veterans Administration.

This Warranty Deed was recorded in the office of the Sublette County, Wyoming, Clerk and Recorder on October 30, 1992 in Book 32 of Deeds, Page 156, and thereafter Miriam J. Bailey and John Perry Barlow became owners of the property as joint tenants with right of survivorship.

2. Miriam J. Bailey died at Pinedale, Wyoming on July 11, 1999. Attached is a copy of her official Death Certificate certified to by the Vital Records Services, Division of Health and Medical Services, Wyoming Department of Health and Social Services, the public authority with which the original Death Certificate is of record according to law.

274863

RECORDED Sept. 9 1999 11:00A M
IN BOOK 70 Misc. PAGE 171
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

3. By reason of the death of Miriam J. Bailey, John Perry Barlow became the sole owner of the above-described real estate interests on July 11, 1999.

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

John Perry Barlow

The foregoing instrument was acknowledged before me by John Perry Barlow this 25th day of August, 1999. Witness my hand and official seal. My commission expires: 6-4-2002.

SEAL

Notary Public

STATE OF UTAH — DEPARTMENT OF HEALTH

173

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

STATE OF UTAH - DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 18-3039

STATE FILE NUMBER

DECEDENT

1. NAME OF DECEDENT — FIRST	MIDDLE	LAST	2. SEX	3a. DATE OF DEATH (Mo. Day. Yr.)	3b. TIME OF DEATH (24hr clock)
Miriam	Barlow	Bailey	Female	July 10, 1999	2100

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
Oct 24, 1905	93					Burlington Junction, MO	520-46-8356

8a. PLACE OF DEATH (Check only one)

HOSPITAL: ☐ 1 Inpatient ☐ 2 ER/Outpatient ☐ 3 DOA

OTHER: ☐ 5 Nursing Home ☒ 6 Residence ☐ 7 Other

8b. NAME OF HOSPITAL, NURSING HOME OR OTHER FACILITY (If outside a facility give street address of location): 900 Donner Way #304

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

8d. COUNTY OF DEATH: Salt Lake

9. SURVIVING SPOUSE (If wife, give maiden name)

10. WAS DECEDENT EVER IN THE U.S. ARMED FORCES	11. MARITAL STATUS	12a. DECEDENTS USUAL OCCUPATION (Give kind of work done during most of working life. Do NOT use retired)	12b. KIND OF BUSINESS OR INDUSTRY
☐ 1 Yes ☒ 2 No	☐ 1 Never Married ☐ 2 Married ☒ 3 Widowed ☐ 4 Divorced	Homemaker / Rancher	Agriculture

13a. RESIDENCE - STREET AND NUMBER	13b. CITY, TOWN OR COMMUNITY	13c. COUNTY	13d. STATE
685 South Franklin Street	Pinedale	Sublette	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+)
☒ 1 Yes ☐ 2 No	82941	☐ 1 Mexican ☐ 2 Cuban ☐ 3 Puerto Rican ☐ 4 Other (Specify) ☐ 1 Yes ☒ 2 No	Shite	16

PARENTS

17. FATHER'S NAME (First, Middle, Last): Perry Wilson Jenkins

18. MAIDEN NAME OF MOTHER (First, Middle, Last): Eva Smith

INFORMANT

19. NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT: John Perry Barlow (Son) 168 South Franklin Street Pinedale, Wyoming 82941-1009

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
☐ 1 Entombment ☐ 2 Donation ☐ 3 Other ☒ 4 Burial ☐ 5 Cremation ☐ 6 Removal	July 17, 1999	Pinedale City Cemetery	Pinedale, Wyoming

22. SIGNATURE OF FUNERAL SERVICE LICENSEE	23. LICENSEE NUMBER	24. FUNERAL HOME (Name, address and license number)
► Ron Nielson	112652	289227 Evans and Early Mortuary 574 East First South Salt Lake City, Utah 84102

CERTIFIER

25. DATE DECEASED WAS LAST ATTENDED BY CERTIFYING PHYSICIAN: 7-25-99

26. If not certified by medical examiner, was death reported to M.E.? ☐ 1 Yes ☒ 2 No
If yes, enter the date and hour reported M.E. Case No. _____ HOUR _____ MO _____ DAY _____ YEAR _____

27a. CERTIFIER
☒ 1. 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.
☐ 2 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.)
► Brian L. Rasmussen, M.D.	67-149602-1205	7-14-99

28. NAME AND ADDRESS OF PERSON WHO CERTIFIED THE CAUSE OF DEATH (ITEM 31) (Type/Print): Brian L. Rasmussen, 4000 So. 700 E. #9, SLC, UT. 84107

REGISTRAR

29. REGISTRAR'S SIGNATURE	30a. DATE REGISTRAR NOTIFIED OF DEATH (Mo., Day, Yr.)	30b. DATE FILED (Mo., Day, Yr.)
► Katy Allen-Cox		July 14, 1999

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. Metastatic carcinoma of gallbladder — Dx - 6-28-99
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 contributing to death but not resulting in the underlying cause given in Part I

32. IN YOUR OPINION, TOBACCO USE BY THE DECEDENT
☐ 1. Probably contributed to the cause of death.
☐ 2. Was the underlying cause of death
☐ 3. Did not contribute to the cause of death
☐ 4. Is unknown in relation to the cause of death
☒ 5. NON USER
☐ 6. UNKNOWN IF USER

33a. WAS AN AUTOPSY PERFORMED? ☐ 1 Yes ☒ 2 No

33b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? ☐ 1 Yes ☐ 2 No

34. MANNER OF DEATH
☒ 1. Natural ☐ 2. Accident ☐ 3. Suicide ☐ 4. Homicide ☐ 5. Undetermined If injured Purposely or Accidentally ☐ 6. Pending Investigation

35a. DATE OF INJURY (Mo., Day, Yr.)	35b. TIME OF INJURY (24 Hour Clock)	35c. INJURY AT WORK?	35d. PLACE OF INJURY - At home, farm, street, factory, office, building etc. (Specify)
		☐ 1 Yes ☐ 2 No	

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

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

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

This is to certify that this is a true copy of the 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: **AUG 19 1999**

County – Salt Lake

Registrar Katy Allen-Cox

Barry E. Nangle
DIRECTOR OF VITAL RECORDS
By Ellen Freeman

THE GREAT SEAL OF THE STATE OF UTAH 1896

L113312

SDH-BVR 95 (11/98)

WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY FOR OFFICIAL PURPOSES.
ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATION.

AFFIDAVIT - JOINT TENANCY

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

John Perry Barlow, being first duly sworn, upon oath, deposes and says:

1. On March 31, 1994, Miriam Jenkins Bailey conveyed by Warranty Mineral Deed to Miriam Jenkins Bailey and John Perry Barlow, as joint tenants with right of survivorship, the real estate described as follows:

Parcel 1: An undivided three-sevenths interest in and to all of the minerals, including oil and gas, in and under the following described real estate, to-wit:

The E1/2NE1/4; and SE1/4SE1/4 of Section 20; W1/2, W1/2NE1/4, and SE1/4 of Section 21; NW1/4NW1/4, S1/2NW1/4, NE1/4NE1/4, SW1/4NE1/4, W1/2SE1/4, and E1/2SW1/4 of Section 27; N1/2, and SW1/4 of Section 28; E1/2 of Section 29; NE1/4, and E1/2NW1/4 of Section 32; NW1/4 of Section 33; NW1/4, W1/2NE1/4, and SE1/4NE1/4 of Section 34; all in Township 35 North, Range 110 West of the 6th Principal Meridian, Sublette County, Wyoming, and containing 2560 acres more or less.

Parcel 2: An undivided two-sevenths interest and part in and to all minerals, including oil and gas, in and under the following described lands real estate, to wit:

Township 35 North, Range 110 West of the 6th P.M.

Section 21 - E/2 NE/4
Section 22 - S/2 NW/4, NE/4 NW/4, S/2
Section 26 - S/2 NW/4, SW/4
Section 27 - E/2 SE/4, SE/4 NE/4, NW/4 NE/4, NE/4 NW/4
Section 34 - NE/4 NE/4
Section 35 - N/2 NW/4

compromising 1,080 acres

Parcel 3: An undivided two-seventhsinterest in and to all of the minerals,

274864

RECORDED Sept. 9 1999 M 11:00 A
IN BOOK 70 Misc. PAGE 174
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Buxton

including oil and gas, in and under the following described real estate, to-wit:

Township 30 North, Range 112 West of the 6th P.M.

Section 20 - E1/2SE1/4;
Section 21 - NW1/4NE1/4; S1/2NE1/4; W1/2; and SE1/4;
Section 22 - NW1/4SW1/4;
Section 28 - W1/2; SE1/4; N1/2NE1/4;
Section 29 - NE1/4NE1/4; S1/2NE1/4; and SE1/4

Parcel 4: An undivided one-half interest and part in and to all of the minerals, including oil and gas minerals, in and under the following described lands and real estate, to wit:

Township 34 North, Range 113 West of the 6th P.M.

Section 1 - SW/4
Section 11 - N/2 SW/4, E/2
Section 12 - W/2
Section 13 - NW/4, NE/4 SW/4
Section 14 - NE/4

comprising 1,240 acres

This Warranty Deed was recorded in the office of the Sublette County, Wyoming, Clerk and Recorder on April 8, 1994 in Book 2 of Mineral Deeds, Page 63, and thereafter Miriam Jenkins Bailey and John Perry Barlow became owners of the property as joint tenants with right of survivorship.

2. Miriam Jenkins Bailey died at Pinedale, Wyoming on July 11, 1999. Attached is a copy of her official Death Certificate certified to by the Vital Records Services, Division of Health and Medical Services, Wyoming Department of Health and Social Services, the public authority with which the original Death Certificate is of record according to law.

3. By reason of the death of Miriam Jenkins Bailey, John Perry Barlow became the sole owner of the above-described real estate interests on July 11, 1999.

J Barlow
John Perry Barlow

STATE OF WYO[redacted])

) ss.

COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by John Perry Barlow this 26th day of August, 1999. Witness my hand and official seal. My commission expires: 6-4-2002.

SEAL

Notary Public

STATE OF UTAH — DEPARTMENT OF HEALTH

177

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

STATE OF UTAH - DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 18-3039

STATE FILE NUMBER

DECEDENT

1. NAME OF DECEDENT — FIRST	MIDDLE	LAST	2. SEX	3a. DATE OF DEATH (Mo Day Yr)	3b. TIME OF DEATH (24hr clock)
Miriam	Jenkins Barlow	Bailey	Female	July 10, 1999	2100

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
Oct 24, 1905	93					Burlington Junction, MO	520-46-8356

8a. PLACE OF DEATH (Check only one)

HOSPITAL: ☐ 1. Inpatient ☐ 2. ER/Outpatient ☐ 3. DOA

OTHER: ☐ 5. Nursing Home ☒ 6. Residence ☐ 7. Other

8b. NAME OF HOSPITAL, NURSING HOME OR OTHER FACILITY (If outside a facility, give street address of location): 900 Donner Way #304

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

8d. COUNTY OF DEATH: Salt Lake

9. SURVIVING SPOUSE (If wife, give maiden name)

10. WAS DECEDENT EVER IN THE U.S. ARMED FORCES? ☐ 1. Yes ☒ 2. No

11. MARITAL STATUS: ☐ 1. Never Married ☐ 2. Married ☒ 3. Widowed ☐ 4. Divorced

12a. DECEDENTS USUAL OCCUPATION (Give kind of work done during most of working life. Do NOT use retired): Homemaker / Rancher

12b. KIND OF BUSINESS OR INDUSTRY: Agriculture

13a. RESIDENCE - STREET AND NUMBER: 685 South Franklin Street

13b. CITY, TOWN OR COMMUNITY: Pinedale

13c. COUNTY: Sublette

13d. STATE: Wyoming

13e. INSIDE CITY LIMITS? ☒ 1. Yes ☐ 2. No

13f. ZIP CODE: 82941

14. WAS DECEDENT OF HISPANIC ORIGIN? (If yes, Specify) ☐ 1. Yes ☒ 2. No ☐ 1. Mexican ☐ 2. Cuban ☐ 3. Puerto Rican ☐ 4. Other (Specify)

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

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

PARENTS

17. FATHER'S NAME (First, Middle, Last): Perry Wilson Jenkins

18. MAIDEN NAME OF MOTHER (First, Middle, Last): Eva Smith

INFORMANT

19. NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT: John Perry Barlow (Son) 168 South Franklin Street Pinedale, Wyoming 82941-1009

DISPOSITION

20. METHOD OF DISPOSITION: ☐ 1. Entombment ☐ 2. Donation ☐ 3. Other ☒ 4. Burial ☐ 5. Cremation ☐ 6. Removal

21a. DATE OF DISPOSITION: July 17, 1999

21b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): Pinedale City Cemetery

21c. LOCATION - City or Town, State: Pinedale, Wyoming

22. SIGNATURE OF FUNERAL SERVICE LICENSEE: ► Ron Nielson

23. LICENSEE NUMBER: 112652

24. FUNERAL HOME (Name, address and license number): 289227 Evans and Early Mortuary 574 East First South Salt Lake City, Utah 84102

CERTIFIER

25. DATE DECEASED WAS LAST ATTENDED BY CERTIFYING PHYSICIAN: 7-05-99

26. If not certified by medical examiner, was death reported to M.E.? ☐ 1. Yes ☒ 2. No. If yes, enter the date and hour reported M.E. Case No. _____ HOUR MO DAY YEAR

27a. CERTIFIER

☒ 1. 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

☐ 2. 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: ► Brian L. Rasmussen M.D.

27c. LICENSE NUMBER: 67-14960[illegible]

27d. DATE SIGNED (Mo Day Yr): 7-14-99

28. NAME AND ADDRESS OF PERSON WHO CERTIFIED THE CAUSE OF DEATH (ITEM 31) (Type/Print): Brian L. Rasmussen, 4000 So. 700 E. #9 SLC, Ut. 84107

REGISTRAR

29. REGISTRAR'S SIGNATURE: ► Katy Nielsen

30a. DATE REGISTRAR NOTIFIED OF DEATH (Mo Day Yr):

30b. DATE FILED (Mo Day Yr): July 14, 1999

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. Metastatic carcinoma of gallbladder — Dx - 6-28-99

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 contributing to death but not resulting in the underlying cause given in Part I: _____

32. IN YOUR OPINION, TOBACCO USE BY THE DECEDENT ☐ 1. Probably contributed to the cause of death. ☐ 2. Was the underlying cause of death. ☐ 3. Did not contribute to the cause of death ☐ 4. Is unknown in relation to the cause of death. ☒ 5. NON USER ☐ 6. UNKNOWN IF USER

33a. WAS AN AUTOPSY PERFORMED? ☐ 1. Yes ☒ 2. No

33b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? ☐ 1. Yes ☐ 2. No

34. MANNER OF DEATH: ☒ 1. Natural ☐ 2. Accident ☐ 3. Suicide ☐ 4. Homicide ☐ 5. Undetermined If injured Purposely or Accidentally ☐ 6. Pending Investigation

35a. DATE OF INJURY (Mo., Day, Yr.)

35b. TIME OF INJURY (24 Hour Clock)

35c. INJURY AT WORK? ☐ 1. Yes ☐ 2. 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)

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

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

This is to certify that this is a true copy of the 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: **AUG 19 1999**

County – Salt Lake

Registrar Katy Nielsen

Barry E. Nangle
DIRECTOR OF VITAL RECORDS
By Ellen Freeman

L113313

SDH-BVR 95 (11/98)

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.

Easement No. 5944
Big Sandy-Elkhorn County Road No. 23-118

STATE OF WYOMING

GRANT OF EASEMENT

The State of Wyoming, acting through its Board of Land Commissioners, for and in consideration of the payment of One thousand nine hundred forty and no/100 dollars ($1,940.00) hereby grants and conveys to the Sublette County Board of Commissioners, a permanent use in the following described tract of land for roadway purposes only, more particularly described as follows:

All that portion of the SE¼NW¼ of Section 26, T.31N.,R.106W., of the 6th P.M., Sublette County, Wyoming, lying between parallel right of way lines 80 feet apart, being 40 feet on each side when measured at right angles to the attached described survey line, said parallel right of way lines begin on the east boundary of the SE¼NW¼ said Section 26 and end on the west boundary of the SE¼NW¼ of said Section 26.

The above described parcel of land contains 2.52 acres, more or less.

See attached exhibits A & B

These descriptions are based on a survey done by and under the authority of Paul N. Scherbel, Wyoming P.L.S. No. 164, in May of 1999.

The above described tract being more specifically shown on a plat filed in the Office of State Lands & Investments.

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 the above described roadway, 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. If required for mineral exploration, development or extraction, the grantee shall, upon written notice from the grantor, remove or relocate at its own expense the above described roadway.

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 the 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.

3. This easement may be transferred, however, no transfer may increase the burden on the servient estate in any manner.

4. 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 be affixed on the 28th day of July, 1999.

(Seal)

Governor, President
Board of Land Commissioners

Countersigned:

Director, Secretary
Office of State Lands & Investments

274868

RECORDED Sept. 9 1999 11:00 M
IN BOOK 70 Misc PAGE 178
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seeton

Examined

State of Wyoming
Easement No. 5944
Exhibit A

Description for

COUNTY OF SUBLETTE

for

CRAMER – JONES ALTERATION

of

BIG SANDY – ELKHORN COUNTY ROAD NO. 23-118

from

STATE OF WYOMING

To-wit:–

A strip of land eighty (80) feet in width being part of the SE¼NW¼ of Section 26, T31N, R106W, Sublette County, Wyoming with the center-line described as follows:

BEGINNING at Station 79+54.29 on the east line of said SE¼NW¼, N00°-22.5'W, 3375.85 feet from the south one-quarter corner of said Section 26 and S00°-22.5'E, 1942.80 feet from the north one-quarter corner of said Section 26;

thence N71°-36.5'W, 788.69 feet to Station P. T. 71+65.60;

thence Westerly, 443.11 feet along the arc of a circular curve to the left through a central angle of 46°-17' with radius of 548.54 feet to Station P. C. 67+22.49;

thence S62°-06.5'W, 140 feet, more or less, to an intersection with the west line of said SE¼NW¼ at approximate Station 65+82.49;

the side lines of said easement to be extended or shortened to meet at the east and west lines of said SE¼NW¼;

ENCOMPASSING an area of 2.52 acres, more or less;

each corner found as described in the Corner Record filed in the Office of the Clerk of Sublette County;

and it is further stipulated that that right-of-way from the State of Wyoming, No. 4257, is relinquished and extinguished upon the recordation of the altered location of said road-way;

all in accordance with the plat prepared titled, "PLAT TO ACCOMPANY APPLICATION FOR RIGHT-OF-WAY ACROSS LANDS OF THE STATE OF WYOMING IN SECTION 26 T31N, R106W SUBLETTE COUNTY, WYOMING".

21 May 1999

ws5des 23-118 p.1

Professional Land Surveyors

Paul N. Scherbel
Wyo. Registration No. 164
Idaho Registration No. 3990
Utah Registration No. 1670
Nevada Registration No. 6805

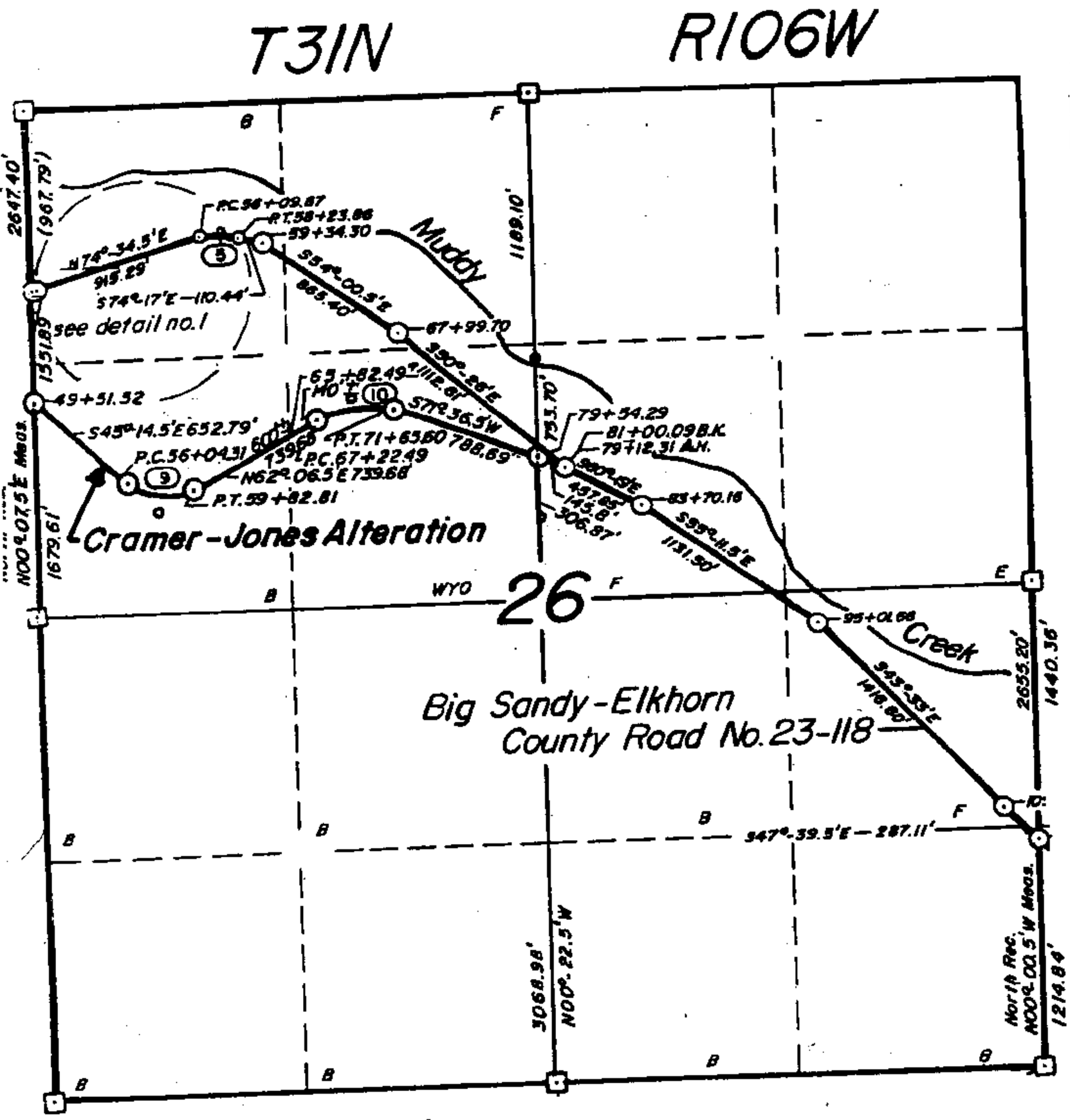
Scott A. Scherbel
Wyo. Registration No. 3889
Idaho Registration No. 8026

Marlowe A. Scherbel
Wyo. Registration No. 5368

Surveyor Scherbel, LTD.
Afton, Wyoming
Big Piney, Wyoming
Jackson, Wyoming
Lava Hot Springs, Idaho
Montpelier, Idaho

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

State of Wyoming
Easement No. 5944
Exhibit B



Scale 1" = 1000'

LEGEND

- ⊡ indicates a Corner Record filed in the Office of the Clerk of Sublette County.
- ⊙ ⊙ indicates a 3/8x12 ins. steel spike set.

CERTIFICATE OF SURVEYOR

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

Paul N. Scherbel states he is by occupation a Professional Land Surveyor employed by the County of Sublette to make the survey of the CRAMER - JONES ALTERATION of the Big Sandy - Elkhorn County Road No. 23-118 as described and shown on this plat, that the survey of said road was made during 1999 by him and from records in the Office of the Clerk of Sublette County for the Alteration of the Big Sandy - Elkhorn County Road No. 23-118, and that that survey is accurately represented upon this plat.

Professional Land Surveyor
Registration No. 164
29 May 1999

Width of right-of-way 80 feet
Length of right-of-way 1,371.80 feet
Acreage of right-of-way 2.52 acres all
in the SE¼NW¼ of Section 26, T31N, R106W.

PLAT
TO ACCOMPANY APPLICATION FOR RIGHT-OF-WAY ACROSS LANDS OF THE STATE OF WYOMING
IN
SECTION 26 T31N, R106W
SUBLETTE COUNTY, WYOMING

APPLICANT:
COUNTY OF SUBLETTE
BOX 250
PINEDALE, WYOMING 82941

EASEMENT

COMES NOW **WILDA SPRINGMAN,** a single woman, and **ROBERT A. SPRINGMAN, JR., as Trustee for the Springman Testamentary Trust,** under that certain Order Nunc Pro Tunc dated 7/28/97 and as recorded at Book 30 of Misc., Page 343, in the office of the County Clerk, Sublette County, Wyoming, hereinafter referred to as Grantors, and, in exchange for the sum of Ten and NO/100 ($10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby give, grant and convey to **ROBERT A. SPRINGMAN, JR., and TERRIE A. SPRINGMAN,** husband and wife, of P.O. Box 736, Big Piney, WY 83113, hereinafter referred to as Grantees, and to their heirs and assigns, an easement to construct, operate and maintain a road for ingress and egress over and on the property described in Exhibit "A" attached hereto and incorporated herein as if set forth in full and as depicted and shown on the plat attached hereto as Exhibit "B";

Said easement is granted to the Grantees and their successors in interest and assigns, and is appurtenant to, for the benefit of and shall run with the following described real property:

SE¼NW¼, Section 30, Township 30 North, Range 113 West of the 6th P.M., Sublette County, Wyoming;

DATED this 27th day of August, 1999.

Wilda A Springman
WILDA SPRINGMAN

DATED this 27th day of August, 1999.

Robert A. Springman Jr.
ROBERT A. SPRINGMAN, JR.,
Trustee for the Springman Testamentary Trust

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Easement** was acknowledged before me by WILDA SPRINGMAN, this 27th day of August, 1999.

Witness my hand and official seal.

Sallie Waters - Notary Public
County of Sublette State of Wyoming
My Commission Expires 4-9-2002

Sallie Waters
NOTARY PUBLIC

274892

RECORDED Sept. 9 1999 11:10 AM
IN BOOK 70 Misc. PAGE 181
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Easement** was acknowledged before me by ROBERT A. SPRINGMAN, JR., Trustee for the Springman Testamentary Trust, this 27th day of August, 1999.

Witness my hand and official seal.

Sallie Waters - Notary Public
County of Sublette
State of Wyoming
My Commission Expires 04/09/2002

My Commission Expires:
4-9-2002

Sallie Waters
NOTARY PUBLIC

EXHIBIT "A"

DESCRIPTION

FOR

SPRINGMAN ROAD

To-wit:

A strip of land thirty (30) feet in width being part of the NW¼NE¼, SW¼NE¼ and SE¼NW¼ of Section 30, T30N, R113W, Sublette County, Wyoming with the center-line described as follows:

BEGINNING at Station 0+00 within the bounds of the Middle Piney County Road No. 23-111, S59°-41'E, 277.5 feet from the north one-quarter corner of said Section 30 found as described in the Corner Record filed in the Office of the Clerk of Sublette County;

thence S32°-13'W, 161.58 feet to Station 1+61.58;

thence Southerly, 346.99 feet along the arc of a circular curve to the left through a central angle of 43°-28' with radius of 457.38 feet to Station 5+08.57;

thence S11°-15'E, 76.13 feet to Station 5+84.70;

thence Southerly, 108.63 feet along the arc of a circular curve to the right through a central angle of 40°-03' with radius of 155.41 feet to Station 6+93.33;

thence S28°-48'W, 42.66 feet to Station 7+35.99;

thence Southwesterly, 97.24 feet along the arc of a circular curve to the left through a central angle of 27°-36' with radius of 201.86 feet to Station 8+33.23;

thence S01°-12'E, 268.54 feet to Station 11+01.77;

thence S03°-19'E, 119.72 feet to Station 12+21.49;

thence Westerly, 108.69 feet along the arc of a circular curve to the right through a central angle of 88°-45' with radius of 70.17 feet to Station 13+30.18;

thence S85°-26'W, 670.22 feet to Station 20+00.40;

thence Southerly, 145.13 feet along the arc of a circular curve to the left through a central angle of 82°-04' with radius of 101.33 feet to Station 21+45.53;

thence S03°-22'W, 106.80 feet to Station 22+52.33;

thence S19°-06'E, 129.20 feet to Station 23+81.53;

thence Southwesterly, 118.56 feet along the arc of circular curve to the right through a central angle of 43°-36' with radius of 155.80 feet to Station 25+00.09;

thence S24°-30'W, 100 feet, more or less, to Station 26+00 on the north line of the S½SE¼NW¼ of said Section 30;

the base bearing for this survey is the north line of said Section 30 being S89°-43'W;

Professional Land Surveyors

Paul N. Scherbel
Wyo. Registration No. 164
Idaho Registration No. 3990
Utah Registration No. 1670
Nevada Registration No. 6805

Scott A. Scherbel
Wyo. Registration No. 3869
Idaho Registration No. 8026

Marlowe A. Scherbel
Wyo. Registration No. 5368

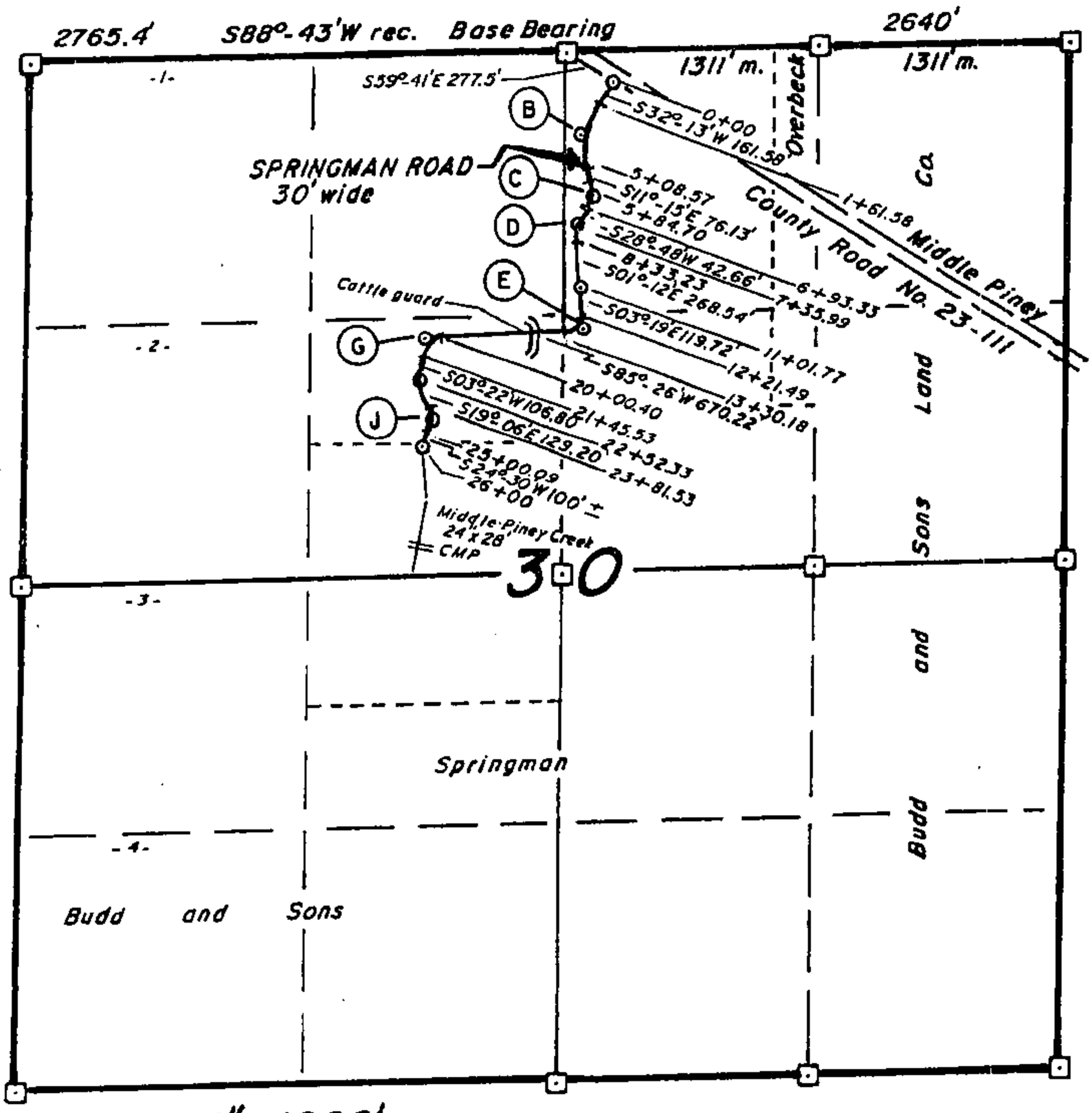
Surveyor Scherbel, LTD.
Afton, Wyoming
Big Piney, Wyoming
Jackson, Wyoming
Lava Hot Springs, Idaho
Montpelier, Idaho

13 January 1999

ws5des springman p.2

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

T30N R113W



Scale 1"=1000' Exhibit "B"

CERTIFICATE OF SURVEYOR

State Wyoming)
County of Sublette)ss...

I, Paul N. Scherbel of Big Piney, County of Sublette, State of Wyoming, hereby certify that this plat was made from notes taken during an actual survey made by me on 19 and 26 September 1998 and from records in the Office of the Clerk of Sublette County and that it correctly represents the results of said survey.

Paul N. Scherbel

Professional Land Surveyor
Registration No. 164
Date 13 Jan. 1999

LEGEND

⊡ indicates a Corner Record filed in the Office of the Clerk of Sublette County.

⊙ indicates a 3/8x12 in. steel spike set at PI's, no monuments set at PC's and PT's of curves.

CURVE DATE

Curve No.	Delta	Radius	Length	Tangent
B	L 43°-28'	457.38'	346.99'	182,32'
C	R 40°-03'	155.41'	108.63'	56.64'
D	L 27°-36'	201.86'	97.24'	49.58'
E	R 88°-45'	70.17'	108.69'	68.65'
G	L 82°-04'	101.33'	145.13'	88.18'
J	R 43°-36'	155.80'	118.56'	62.32'

ROBERT A. SPRINGMAN, JR.
PLAT OF
SPRINGMAN ROAD
IN
W½NE¼, SE¼NW¼ SECTION 30
T30N, R113W
SUBLETTE COUNTY, WYOMING

D.D. 13 Jan. 1999

185

GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT FOR TELEPHONE COMPANY PLANT BY INDIVIDUAL(S)

CR9270

Document No. 1
CenturyTel of Wyoming, Inc. dba CenturyTel
Form No. E.1

FOR A VALUABLE CONSIDERATION, **274904** This Space Reserved For

MICHAEL MINEAR

and Kelly Lockhart,

their heirs, successors, and assigns, ("Grantor"), hereby gives and grants to CENTURYTEL OF WYOMING, INC., d.b.a. CENTURYTEL, a Wyoming corporation, its successors and assigns ("Grantee") to have and to hold forever, an ease-

RECORDED Sept 9 1999 M
IN BOOK 70 Misc. PAGE 185
FEES $10.00 Mary L Gilbert COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

4:10

ment to construct, use, maintain, operate, alter, add to, repair, replace, and/or remove its facilities consisting of underground conduits and manholes, and appurtenances including but not limited to, housing for above ground communications equipment and/or other purposes (hereinafter called "telephone company plant") upon, over, in, under, across, along and through that certain real property in the [City, Village, or Town] of:

BIG PINEY, SUBLETTE County, State of WYOMING, described as follows:

SEE ATTACHED SHEET FOR LEGAL DESCRIPTION

Return to:

(hereinafter called "the easement property") and to the fullest extent the Grantor has the right to so grant in connection with the easement property, if at all, beside, upon, over, in, under, across, along and through the roads, alleys, streets, or highways adjoining or running through the easement property.

The location of the telephone company plant presently installed or to be installed is more particularly described as follows: N/A

Along a line with_____feet (_____') more or less, of the_____ and_____boundary lines(s) of the lands of Grantor and_____feet (_____') on either side thereof, for a distance of_____feet,

The Grantee shall have the right to ingress to and egress from the land of the Grantor for the purpose of exercising the rights herein granted and the right to cut down and control the future growth of all trees and brush which may, in Grantee's judgement, interfere with the use of said easement. Any removal must be pre-approved by Grantor.

The Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or to the property of the Grantor by the construction or maintenance of said telephone company plant.

Grantor covenants not to erect any structure upon the aforesaid real property that would interfere with Grantee's use of said easement.

The Grantor agrees that all telephone company plant, installed on the above-described premises at the Grantee's expense, shall remain the property of the Grantee, removable at the option of the Grantee.

Prior to the installation of buried cable facilities by the Grantee, the Grantor agrees to allow Grantee to locate and allow the Grantee to mark property or expose those facilities (i.e. fuel runs, sewage facilities, tanks, water lines, etc.) of which the Grantor is aware if those facilities are or will be buried along the cable route. The Grantor's failure to comply with this provision shall constitute a waiver of all liability associated with any resulting damages to those facilities.

The Grantor covenants that it is the owner of the above-described lands.

LEGAL DESCRIPTION
FOR
A TELEPHONE LINE EASEMENT TO CENTURY TELEPHONE

A STRIP OF LAND LOCATED IN LOT 6, SECTION 32, T31N, R109W, 6th PM, SUBLETTE COUNTY, WYOMING; SAID STRIP BEING 15.00 FEET WIDE, 7.50 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 32, WHICH LIES S86° 10'38"E 7.50 FEET FROM THE EAST 1/16 CORNER OF SAID SECTION 32 AND SECTION 5;

THENCE N67°30'01"E, 320.22 FEET TO A POWER POLE;

THENCE N07°46'49"W, 900.00 FEET TO A POINT;

THENCE N01°38'58"E, 300.00 FEET TO A POINT;

THENCE N07°07'10"E, 415.00 FEET TO THE END POINT;

THE BASIS OF BEARING BEING GEODETIC NORTH.

MICHAEL L. MINEAR

Dated: 9/7/99

WITNESS:

Becky Link
BECKY LINK
Name typed or printed

Becky Link
BECKY LINK
Name typed or printed

_____
Name typed or printed

_____
Name typed or printed

SIGNATURE OF GRANTOR(S):

Michael L Minear
Michael L. Minear
Name typed or printed

Kelly Lockhart
Kelly Lockhart
Name typed or printed

_____
Name typed or printed

_____
Name typed or printed

STATE OF Wyoming)
)SS.
COUNTY OF Teton)

On this 7th day of September 1999, before me Patricia R Randall, Notary Public in and for said County and State, personally appeared Becky Link (Name of Witness) personally known to me (or proved to me on the oath of _____) to be the same person whose name is subscribed to the within instrument as a subordinating witness thereto, who, being by me duly sworn, deposes and says that (he, she) resides in the County of Teton State of Wyoming, and that (he, she) was present and saw Michael L. Minear & Kelly Lockhart (Name of Grantor) personally known to (him, her) to be the same person(s) described in and whose name(s) (is, are) subscribed to the within instrument, sign and execute the same; and that (he, she) the affiant, then and there subscribed (his, her) name to said instrument as a witness.
WITHIN MY HAND and official seal, the day and year in this certificate first above written.

[SEAL]

PATRICIA R. RANDALL NOTARY PUBLIC EXP 10/18/2000 TETON COUNTY, WYOMING

Patricia R Randall
Patricia R Randall
Name (typed or printed)
Notary Public of Wyoming
Teton
County of

My commission expires: 10-18-2000

Exempt from real estate transfer fee
Statutory Citation:_____
Telephone Company:
_____
Exchange:_____
Route:_____
Work Order No.:_____

GRANT OF PRIVATE R[redacted]T-OF-WAY EASEMENT [redacted]
FOR TELEPHONE COMPANY PLANT
BY INDIVIDUAL(S)

Document No. 1
CenturyTel of Wyoming, Inc. dba CenturyTel
Form No. E.1

274905

This Space Reserved For

RECORDED Sept. 9 1999 4:10 M
IN BOOK 70 Misc. PAGE 188
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Zaeker

FOR A VALUABLE CONSIDERATION,
KIP ALEXANDER
and _____,
_____, their heirs, successors,
and assigns, ("Grantor"), hereby gives and grants to
CenturyTel of Wyoming, Inc., d.b.a. CenturyTel, a
Wyoming corporation,
its successors and assigns ("Grantee") to have and to hold forever, an ease
easement to construct, use, maintain, operate, alter, add to, repair,
replace, and/or remove its facilities consisting of underground
conduits and manholes, and appurtenances including but not limited
to, housing for above ground communications equipment and/or
other purposes (hereinafter called "telephone company plant") upon,
over, in, under, across, along and through that certain real property
in the [City, Village, or Town] of:
Cora, Sublette County,
State of Wyoming, described as follows:
The West 15'/SW¼/SW¼ / SW¼, Sec.2, T34N, R110W
Plus a 15' wide strip adjacent to the west edge of
the private road which runs north to northwest in
Sec 2, and crosses into Sec 3.

(hereinafter called "the easement property") and to the fullest extent the Grantor has the right to so grant in connection with the easement property, if at all, beside, upon, over, in, under, across, along and through the roads, alleys, streets, or highways adjoining or running through the easement property.

Return to:

_____

The location of the telephone company plant presently installed or to be installed is more particularly described as follows: NA

Along a line with_____feet (_____') more or less, of the_____
and_____boundary lines(s) of the lands of Grantor and_____feet
(_____') on either side thereof, for a distance of_____feet.

The Grantee shall have the right to ingress to and egress from the land of the Grantor for the purpose of exercising the rights herein granted and the right to cut down and control the future growth of all trees and brush which may, in Grantee's judgement, interfere with the use of said easement. Any removal must be pre-approved by Grantor.

The Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or to the property of the Grantor by the construction or maintenance of said telephone company plant.

Grantor covenants not to erect any structure upon the aforesaid real property that would interfere with Grantee's use of said easement.

The Grantor agrees that all telephone company plant, installed on the above-described premises at the Grantee's expense, shall remain the property of the Grantee, removable at the option of the Grantee.

Prior to the installation of buried cable facilities by the Grantee, the Grantor agrees to allow Grantee to locate and allow the Grantee to mark property or expose those facilities (i.e. fuel runs, sewage facilities, tanks, water lines, etc.) of which the Grantor is aware if those facilities are or will be buried along the cable route. The Grantor's failure to comply with this provision shall constitute a waiver of all liability associated with any resulting damages to those facilities.

The Grantor covenants that it is the owner of the above-described lands.

Dated: 9/7/99

WITNESS:

Jennifer McKinney
Jennifer McKinney
Name typed or printed

SIGNATURE OF GRANTOR(S):

Kip Alexander
Kip Alexander
Name typed or printed

_____
Name typed or printed

_____
Name typed or printed

_____
Name typed or printed

_____
Name typed or printed

_____
Name typed or printed

_____
Name typed or printed

STATE OF Wyoming)
)SS.
COUNTY OF Sublette)

On this 7th day of September 19 99, before me Debbie Vickley, Notary Public in and for said County and State, personally appeared Jennifer McKinney (Name of Witness) personally known to me (or proved to me on the oath of _____) to be the same person whose name is subscribed to the within instrument as a subordinating witness thereto, who, being by me duly sworn, deposes and says that (he, she) resides in the County of Sublette, State of Wyoming, and that (he, she) was present and saw Kip Alexander (Name of Grantor) personally known to (him, her) to be the same person(s) described in and whose name(s) (is, are) subscribed to the within instrument, sign and execute the same; and that (he, she) the affiant, then and there subscribed (his, her) name to said instrument as a witness.
WITHIN MY HAND and official seal, the day and year in this certificate first above written.

[SEAL]

Debbie Vickley
Name (typed or printed)
Notary Public of
Wyoming
County of
Sublette
My commission expires: 8-5-00

Exempt from real estate transfer fee
Statutory Citation:_____
Telephone Company:
_____
Exchange:_____
Route:_____
Work Order No.:_____

NEW FORK SOCIAL CLUB
RESTRICTIVE COVENANTS

A. GENERAL. Tracts of land sold in the New Fork Social Club are subject to the following limitations, restrictions and uses to which the property hereinafter conveyed may be put, hereby and shall be binding upon the grantees and all persons claiming under them and for the benefit of and limitations upon all future owners thereof. These covenants are hereby placed on described land to wit: to protect the nature, ecological and agriculture amenities of the property.

B. DESCRIPTION OF LAND. Township 33 North; Range 109 West, 6th P.M., Sublette County, Wyoming, Section 9, Sl/2NEl/4, SEl/4NW1/4, El/2SW1/4, and SEl/4.

C. SITE AND ARCHITECTURAL COMMITTEE. The Site and Architectural Committee, hereinafter constituted shall have the duty and authority to approve plans and specifications, including plat plans, as being in conformity with the terms and conditions of these Restrictive Covenants and-to approve construction proposals, to grant variances of and make substitutions for building codes as provided herein and authorize variances of terms hereof, where necessary and not injurious to the rest of the development; authorize removal of trees; authorize waste disposal systems; authorize water supply systems; authorize the construction of fences; assess road maintenance charges and to act and give their approval as may be otherwise set forth in these Restrictive Covenants and to enforce the terms hereof by appropriate legal action. An approval of construction proposals by the Site and Architectural Committee shall be conclusive evidence of the compliance of the terms hereof, for the construction, improvement, and alteration proposed. The Committee and the members thereof, shall not be liable for the performance or the lack of performance under this instrument and amendments, modifications, or repletion of the same.

D. AMENDMENTS AND MODIFICATIONS. The covenants and conditions hereof may be amended, modified or repealed at any time by the consent of the Site and Architectural Committee.

E. DELEGATION OF SITE AND ARCHITECTURAL COMMITTEE AUTHORITY. This committee may appoint from time to time a representative or representatives to carry out the ministerial acts of the Committee.

F. COMPOSITION OF THE SITE AND ARCHITECTURAL COMMITTEE. This Committee is composed of President: Gordon Reno, Vice President: Harold (Hank) Snow, and Secretary: Leslie Schwabacher and Treasurer: Kurt Nelson. Any act by the majority of the acting committee shall constitute the act of the entire Committee. Vacancies in the Committee caused by death, resignation or inability to act, shall be filled by other members of record of the New Fork Social Club.

274906

9:10 A
RECORDED September 10 19 99 M
IN BOOK 70 Misc PAGE 190
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Deb Pape

G. ARCHITECTURAL, DESIGN AND CONSTRUCIION. Only new construction or alterations of existing construction shall be permitted. The manufactured home will be excluded from the subdivision. Site and Architectural Committee may disapprove any design when they find such design to be aesthetically detrimental to the property. All construction and alterations shall comply with the provisions of the following standard codes of their official amendments:

Uniform Building Code, Current Edition, International Conference Building Officials

National Plumbing Code, Current Edition

National Electrical Code, Current Edition

National Fire Protection Association International

And with such State of Wyoming Building, Health and Safety Codes as may be applicable. Variances from the terms of such codes and substitutions of applicable codes may be amended by the Site and Architectural Committee.

H. CONTINUITY OF CONSTRUCTION. All structures once commenced shall be pursued diligently to completion and shall be completed within 18 months of commencement, except with the written consent of the Committee. If the construction progress is slowed, or interrupted, the construction site shall be cleaned up and maintained in a clean, safe condition.

Any structures built or erected upon any parcel shall be of new construction and shall not include any tents, shacks, house trailers, mobile home or other mobile structure as a part of such construction. No residential structures shall contain less than 1600 square feet of floor space, excluding the garage, with a guesthouse not to exceed 800 square feet of floor space.

Building type and location shall be approved by the Site and Architectural Committee of record.

The exterior roof of such buildings shall be cedar shake, slate, metal, composition or other suitable material.

1. PARKING. No person shall park any vehicle on any public or private roads or other area within the property for the purpose of using such vehicle for overnight accommodations, (except for owners guests that may come from time to time for short periods (that being defined as several days), or for the purpose of maintaining, repairing, or greasing such vehicles, except where such parking is necessitated by any emergency; and no person shall so park any such vehicle for the purpose of leaving it there for an indefinite period of time.

Self-contained recreational vehicles, of owners of record, will be permitted as temporary residence until construction of a home is accomplished. Recreational vehicles may be parked on owner's premises but not serve as a permanent residence or rental.

J. UTILITIES AND EASEMENTS. All utility lines, service lines, (telephone, power, television cable, natural gas, etc.) shall be buried. All fuel storage tanks shall meet current E.P.A. and D.E.Q. standards and be screened from public view.

K. ROADS, POWER AND TELEPHONE. Roads, power, telephone, cable television, natural gas, etc. shall be brought in at owner's expense or combination of owners thereof, unless such facilities are already in existence.

L. TRASH AND GARBAGE. No trash, ashes, garbage or other refuse may be allowed to collect, be thrown, dumped or piled on the property, or on neighboring properties. Each property owner shall provide suitable receptacles for the collection of refuse and such refuse shall be screened from public view, and protected from disturbance at all times.

It shall be the duty of parcel owner to keep their parcels neat and orderly and free from odor producing refuse and the Site and Architectural Committee shall have the power to declare a nuisance if parcels are not so kept. If the parcel owner does not remove such nuisance upon ten (1 0) days notice, then the Committee shall have the authority to abate said nuisance at the parcel owner's expense.

M. SIGNS AND EXTERIOR LIGHTS. No signs, billboards, or advertising structures of any kind shall be erected or maintained for any purpose whatsoever, except as may be approved from time to time by the Committee, as reasonably necessary for identification of the property.

Flashing-light signs shall not be permitted, and gas-filled light tubes shall not be used in signs except for indirect lighting in such a manner that the light tubes are not exposed to view.

N. ANIMALS. All owners of animals shall exercise such proper care and control of their animals to prevent them from becoming a nuisance. "Nuisance" meaning any noisy animal, any vicious animal, or any animal which chews, tears, digs in or scratches, litters or soils, destroys or in any other manner injures clothing,. washing, garbage containers, gardens, flower beds, lawns, trees, shrubbery or any other property within the New Fork Social Club. Excessive, continued, or untimely barking, molesting passerby, chasing vehicles, habitually attacking other animals, trespassing upon private property in such a manner as to damage property shall also be deemed a nuisance. "Noisy animal" shall mean any animal which habitually, constantly, or frequently disturbs the sleep, peace or quiet of any person.

0. SEWAGE. All sewage on parcels must be disposed of in a manner which meets with the standards set by the Wyoming Department of Public Health and must not be discharged in to any of the fishing reservoirs or rivers or streams, appurtenant to this land.

P. RESIDENTIAL AGRICULTURAL PARCELS. No more than one family and one guesthouse shall be placed upon or erected upon any parcel of 20 acres or more, excluding such structures necessary for livestock and/or machinery storage.

The only exception to this shall be parcels of 1 0 acres or less shall have one residence only and structures necessary for livestock and/or machinery storage.

No commercial structures of any type shall be permitted on parcels, as it is the intent of the undersigned to establish a recreational, residential, and agricultural area.

Q. MAXIMUM HEIGHT. No building on a multiple dwelling parcel shall exceed two standard-height living levels on the downhill side and 22 feet in height measured at any cross section of the building from original grade to the highest point of the building not including chimneys or other minor projections.

R. FENCES. No fences shall come closer than 10 feet to any water edge. The only exception to this shall be the perimeter fences to the entire property and such others that shall be deemed necessary by the Site and Architectural Committee.

S. SUBDIVISION AND COMBINATION. No parcels shall be further divided from original acreage sold. There being no subdividing and no tract shall be less than acreage described on the recorded plat.

T. FISHING AND WATER RIGHTS. Each owner of record that owns 20 acres or more will be entitled to fishing rights along the New Fork River, through the entire property and any ponds which are constructed on the property, known as the New Fork Social Club.

Fishermen shall enter the river or ponds right-of-way at bridges, roads, or their own property and shall not cross, disturb, molest or in anyway infringe on the rights of other property owners.

It is the intent to limit the New Fork River, through this property, to Fly Fishing only. Each individual will uphold the "Catch and Release program." The only exception to this will be Trophy Fish which from time to time may be kept for mounting.

Each guest of the New Fork Social Club shall be required to display the official guest tag while fishing.

When any of the fishponds need to be repaired or licensed and when fish need to be replenished, each owner of 20 acres or more shall donate equally.

Each owner when designated by Deed shall have water rights out of existing ditches for the purpose of agricultural and stock watering. Each owner using water and ditches shall share any maintenance expenses.

U. HUNTING. There will be no hunting on any parcels of any game animals or birds. No discharging of any firearms, other than for the purpose of destroying nuisance animals that may be detrimental to the property.

V. RIGHT-OF-WAY. A right-of-way on each side of the New Fork River through the entire property shall be maintained for property owners of record, who own 20 acres or more, for the purpose of fishing.

W. VALIDITY. Invalidation of any one or more of the covenants or conditions hereof by court judgment or order shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF we have hereunto set our hands and seal this 7th day of Sept. 1999.

OWNERS: SITE AND ARCHITECTURAL COMMITTEE
OF THE NEW FORK SOCIAL CLUB

President Gordon D. Reno

Vice-President Harold M. Snow

Secretary Leslie Schwabacher

Treasurer Kurt Nelson

Attest:

STATE OF WYOMING)
)ss
COUNTY OF SUBLETTE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY GORDON D. RENO, HAROLD M. SNOW, LESLIE SCHWABACHER AND KURT NELSON THIS 10TH DAY OF SEPTEMBER 1999.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: AUGUST 7, 2000

GRANT OF EASEMENT

September 7, 1999

Pursuant to that certain Purchase and Sale Agreement dated May 5, 1999 and recorded in Book 75, page 430 of the Sublette County Clerks Office May 6, 1999.

SMC Wireless, Inc. and James McCabe, Owner of Lots # 13 and 14, d.b.a.; The Place & Green River Guest Ranch Located in the Hecox Subdivision in Book 39 of Deeds, Page 249, described on Exhibit "A" attached hereto and made a part hereof, does hereby grant an easement for the purposes of construction and perpetual operation of a commercial septic system, said septic system shall be designed and operated in all manners in accordance with State of Wyoming and Sublette County, Wyoming laws and regulations.

The Subject easement will run concurrently from Lot # 13 across and into Lot # 14 And extend approximately seventy five (75) feet inclusive of approximately three (3) Dissipation lines. Exact measurement will be determined subsequent to design and Approval by local authority.

Construction of the Septic System shall be in compliance with and approved by a representative of the Sublette County Health Department.

Signed

September 7, 1999

James McCabe
President

274909

RECORDED Sept 10 1999 10:10 AM
IN BOOK 70 Misc PAGE 196
FEES $ 10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soden

State of Wyoming)
) ss:
County of Sublette)

The foregoing instrument was acknowledged before me by James McCabe, this 7th day of September, 1999.

Witness my hand and official seal.

Notary Public

My Commission Expires: May 17, 2002.

"EXHIBIT A"

Parcel 1:
Lots 13 and 14 of the Hecox Second Subdivision, Sublette County, Wyoming

Parcel 2:
That part of the S½NE¼NW¼ of Section 25, Township 37 North, Range 110 West, 6th P.M., Sublette County, Wyoming, being that part of that tract of record in the office of the Clerk of Sublette County in Book 37 of Miscellaneous Records on page 191 lying and being situate easterly of the Green River Lake State Highway No. 352 EXCEPTING THEREFROM the Buffalo Head Springs Estates, a subdivision of record in said Office and the subdivision being described as follows:

Beginning at a point on the south line of the said S½NE¼NW¼, N89°22.8'W, 274.73 feet from the southeast corner of the said S½NE¼NW¼, being identical with the southwest corner of Lot 6 of said subdivision; thence westerly along said south line 745 feet, more or less, to the easterly right-of-way line of said State Highway; thence northeasterly, 530 feet, more or less, along said right-of-way line to a point identical with the southwest corner of Lot 4 of said subdivision; thence S76°59'E, 561.39 feet along the south line of said Lot 4 to the southeast point of said Lot; thence S05°11.4'W, 201.36 feet along the west line of said Lot 6 to a point; thence S09°52.9'W, 155.22 feet along said west line of the point of beginning.

The Place & Green River Guest Ranch
September 9, 1999

Soil Percolation Results

On the above date a percolation test was performed on Lot # 14, located in the Hecox Subdivision, Book 39 of Deeds, Page 249 more specifically described on the attached Exhibit "A".

The test was performed as follows:

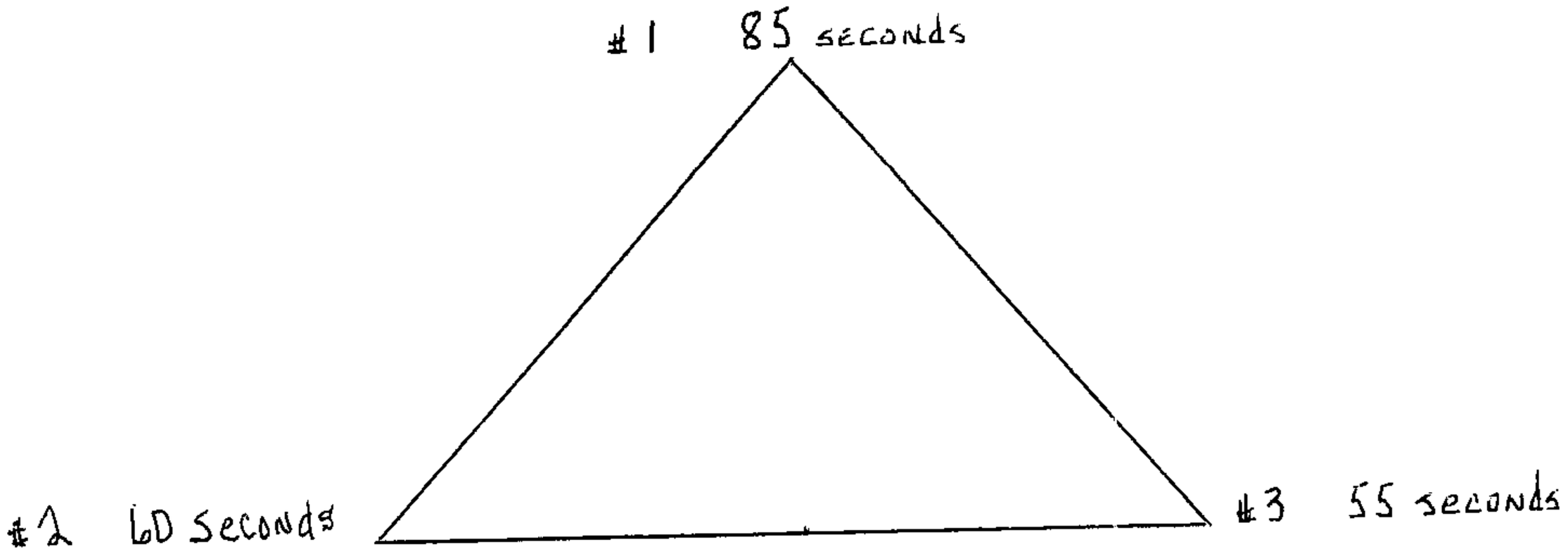
1) Test boring was performed by excavation of 3) holes approximately one (1) foot in diameter by two and one half feet deep (2 ½) and filled with initial water sample that was allowed to dissipate. The test borings were located approximately ten (10) feet from each other and were triangular in nature (see below).
2) Subsequently, the test borings were measured with a yardstick and filled to eleven (11) inches on the yardstick.
3) Timing of percolation from the eleven (11) inch mark to the ten (10) inch mark showed the following times of dissipation:

#1 eighty five seconds (85)
#2 sixty seconds (60)
#3 fifty five seconds (55)

The test was performed by an employee of the company and verified by the writer.

Phil McCabe

Phil McCabe
September 9, 1999



WYW-146693
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-146693

---

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

   a. By this instrument, the holder:

   Linda Hubbard
   4318 E. Stubblefield Ct.
   Idaho Falls, ID 83406

   receives a right to construct, operate, maintain, and terminate a single lane access road on public lands described as follows:

   T. 33 N., R. 110 W.
   section 15, N½NE¼.
   6th PM, Sublette County, Wyoming

   b. The right-of-way or permit area granted herein is 60 feet wide, 800 feet long and contains 1.1 acres, more or less.

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

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

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

274915

RECORDED Sept. 10 1992 1:30 pm
IN BOOK 70 Misc. PAGE 199
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Barston

(OVER)

3. Rental:

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

4. Terms and Conditions:

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

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

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

d. The stipulations, plans, maps, or designs set forth in Exhibits A and B, dated May 14, 1999 attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

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

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

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

Linda Hubbard
(Signature of Holder)

(Title)

MAY 26 1999
(Date)

Linda D. Hubbard
LINDA D. HUBBARD

State of Idaho County of Bonneville
The foregoing instrument was acknowledged before me by Linda D. Hubbard, this 8th day of Sept 19 99

Witness my hand and official seal

NOTARY PUBLIC

My commission expires:
Dated this ___ day of ___ 19___

Leslie A. Theiss
(Signature of Authorized Officer)

Field Manager
(Title)

6/8/99
(Effective Date of Grant)

Leslie A. Theiss
LESLIE A. THEISS

State of Wyoming County of Sublette
The foregoing instrument was acknowledged before me by Leslie A. Theiss, this 3rd day of September 19 99

Witness my hand and official seal

NOTARY PUBLIC

My commission expires:
Dated this 16th day of April 2003

NOTARY PUBLIC - JULIE THOMPSON
RESIDING IN IDAHO FALLS, IDAHO
MY COMMISSION EXPIRES 2002

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Pinedale Resource Area
P.O. Box 768
Pinedale, Wyoming 82941-0768

274916

RECORDED Sept. 10 1999 1:30P M
IN BOOK 70 Misc PAGE 201
FEES $6.00 M. Lynn Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

2800 (WY100)
WYW-146693

August 6, 1999

DECISION

Mr. Jerome T. Moore, Jr.
Ms. Bonnie B. Moore
P.O. Box 1454
Montgomery, AL 36102

Assignment Application Received
August 5, 1999

Assignment Approved

Re: Access Road T.33N. R. 110 W., Section 15, N½NE¼, 6th PM, Sublette Co. WY

On August 5, 1999, an application for assignment of WYW-146693 from Linda Hubbard to Jerome T. and Bonnie B. Moore was received in this office.

All fees have been received.

Jerome T. and Bonnie B. Moore have agreed to all the terms, conditions, and stipulations of the right-of-way grant:. This right-of-way is for the existing road only. **No upgrade of the road is authorized.** If an upgrade is desired, prior approval from this office is required.

Therefore, casefile WYW-146693 is now assigned from Linda Hubbard to Jerome T. and Bonnie B. Moore.

ACTING Field Manager
Priscilla E. Mecham
Priscilla E. Mecham

cc: Ms. Linda Hubbard
4318 E. Stubblefield Ct.
Idaho Falls, ID 83406

State of: Wyoming
County of: Sublette

The foregoing Assignment was acknowledged before me by Priscilla E. Mecham, this 3rd day of September 19 99.

Witness my hand and official seal

PATRICIA L. HOOVER NOTARY PUBLIC STATE OF WYOMING

NOTARY PUBLIC

My commission expires:

Dated this 11th day of April, 2003.

TRUSTEE'S AFFIDAVIT

With respect to the WALKER FAMILY TRUST, dated the 13th day of December, 1985, which was created by that certain Trust Agreement executed as of the 13th day of December, 1985, the undersigned party hereby declares:

1. That the Trust has an ownership interest in certain real property as described in Exhibit "A" attached hereto; and

2. That I, Ann T. Walker, am the Sole Trustee of the Trust pursuant to Article VII, Paragraph A of the Trust Agreement which provides as follows:

   "The following people will act as Trustees in the following order of succession:

   FIRST: The undersigned, Alfred H. Walker and Ann T. Walker, together, or the survivor of them."

3. That Alfred H. Walker ceased to act as trustee upon his death on October 24, 1998 as evidenced by a copy of his Death Certificate attached hereto; and

4. That I am currently lawfully serving in the capacity as Trustee; and

5. That the Trust has not been revoked, modified or amended in any manner which would cause the representations in this Affidavit to be incorrect.

Pursuant to Wyoming Statute §34-2-123, the undersigned verifies and declares under penalty of perjury under the laws of the State of Wyoming that the foregoing is true and correct.

Executed this 3 day of September, 1999

Ann T. Walker

ANN T. WALKER
Trustee

Address: 3220 Nila Way
Salt Lake City, Utah 84124

274927

RECORDED Sept. 10 1999 4:15 PM
IN BOOK 70 Misc. PAGE 202
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Boaten

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

The foregoing Trustee's Affidavit was acknowledged before me by ANN T. WALKER, this 3 day of September, 1999.

Witness my hand and official seal.

Jeanne Bastian
Notary Public

My Commission Expires:
5-28-2001

JEANNE BASTIAN
Notary Public
State of Utah
My Comm. Expires May 28, 2001
3945 South Wasatch Blvd SLC UT 84124

EXHIBIT "A"

Lots 16 and 17, Block 5, in the Amended Townsite of Shelter Park, Sublette County, Wyoming, as the same appears on the official map or plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming.

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

18-4511

STATE OF UTAH - DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER — STATE FILE NUMBER

DECEDENT

1 NAME OF DECEDENT — FIRST: Alfred — MIDDLE: Highley — LAST: Walker

2 SEX: Male

3a DATE OF DEATH (Mo Day Yr): October 24, 1998

3b TIME OF DEATH (24hr clock): 0025

4 DATE OF BIRTH (Mo Day Yr): Oct. 22, 1924

5 AGE (Last Birthday): 74

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: 520-14-6487

8a PLACE OF DEATH (Check only one)

HOSPITAL: [X] 1. Inpatient [ ] 2. ER/Outpatient [ ] 3. DOA

OTHER: [ ] 5. Nursing Home [ ] 6. Residence [ ] 7. Other

8b NAME OF HOSPITAL, NURSING HOME OR OTHER FACILITY (If outside a facility, give street address of location): VA Medical Center

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

8d. COUNTY OF DEATH: Salt Lake

9. SURVIVING SPOUSE (If wife give maiden name): Ann Tolar

10 WAS DECEDENT EVER IN THE U.S. ARMED FORCES: [X] 1 Yes [ ] 2 No

11 MARITAL STATUS: [ ] 1 Never Married [X] 2 Married [ ] 3 Widowed [ ] 4 Divorced

12a DECEDENTS USUAL OCCUPATION (Give kind of work done during most of working life. Do NOT use retired): Accountant

12b KIND OF BUSINESS OR INDUSTRY: Questar Corp.

13a RESIDENCE - STREET AND NUMBER: 3220 Nila Way

13b. CITY, TOWN OR COMMUNITY: Salt Lake

13c COUNTY: Salt Lake

13d. STATE: Utah

13e. INSIDE CITY LIMITS? [X] 1 Yes [ ] 2 No

13f. ZIP CODE: 84124

14 WAS DECEDENT OF HISPANIC ORIGIN? [ ] 1. Yes [X] 2 No (If yes, Specify) [ ] 1 Mexican [ ] 2. Cuban [ ] 3 Puerto Rican [ ] 4 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 +): -15-

PARENTS

17. FATHER'S NAME (First, Middle, Last): Alfred Walker, Jr.

18. MAIDEN NAME OF MOTHER (First, Middle, Last): Mae Highley

INFORMANT

19 NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT: Ann Walker (Wife) 3220 Nila Way Salt Lake City, Utah 84124

DISPOSITION

20 METHOD OF DISPOSITION: [ ] 1 Entombment [ ] 2 Donation [ ] 3 Other [X] 4 Burial [ ] 5 Cremation [ ] 6 Removal

21a DATE OF DISPOSITION: Oct. 29, 1998

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

21c LOCATION - City or Town, State: Salt Lake City, Utah

22 SIGNATURE OF FUNERAL SERVICE LICENSEE: Michael P. O'Donnell

23. LICENSEE NUMBER: 221141120902

24. FUNERAL HOME (Name, address and license number): #811007460901 Neil O'Donnell & Sons Mortuary, 372 East 100 South, Salt Lake City, UT. 84111

CERTIFIER

25 DATE DECEASED WAS LAST ATTENDED BY CERTIFYING PHYSICIAN: October 24, 1998

26 If not certified by medical examiner, was death reported to M.E.? [ ] 1 Yes [X] 2 No. If yes, enter the date and hour reported. M.E. Case No. ____ HOUR ____ MO. ____ DAY ____ YEAR ____

27a CERTIFIER

[X] 1. 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

[ ] 2 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: 96-327185-1205

27d DATE SIGNED (Mo., Day, Yr.): 10/28/98

28 NAME AND ADDRESS OF PERSON WHO CERTIFIED THE CAUSE OF DEATH (ITEM 31) (Type/Print): James J. Chamberlain, M.D., 500 Foothill Blvd., Salt Lake City, UT 84148

REGISTRAR

29 REGISTRAR'S SIGNATURE

30a DATE REGISTRAR NOTIFIED OF DEATH (Mo. Day, Yr.)

30b DATE FILED (Mo. Day Yr.): October 28, 1998

CAUSE OF DEATH

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

IMMEDIATE CAUSE (Final disease or condition resulting in death)

a. Uremia (End stage renal disease)

DUE TO (OR AS A CONSEQUENCE OF)

b. Chronic myelogenous leukemia

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

c. Systemic lupus enythematosis

DUE TO (OR AS A CONSEQUENCE OF):

d. ____

Approximate Interval Between Onset and Death: a. ____ days; b. ____ years; c. ____ years

PART II Other Significant Conditions contributing to death but not resulting in the underlying cause given in Part I: CAD, Prostate Cancer

32 IN YOUR OPINION, TOBACCO USE BY THE DECEDENT: [ ] 1 Probably contributed to the cause of death [ ] 2 Was the underlying cause of death [X] 3. Did not contribute to the cause of death [ ] 4 Is unknown in relation to the cause of death [ ] 5 NON USER [ ] 6 UNKNOWN IF USER

33a WAS AN AUTOPSY PERFORMED? [ ] 1 Yes [X] 2 No

33b WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? [ ] 1 Yes [ ] 2 No

34 MANNER OF DEATH: [X] 1 Natural [ ] 2 Accident [ ] 3 Suicide [ ] 4 Homicide [ ] 5 Undetermined If injured Purposely or Accidentally [ ] 6 Pending Investigation

35a DATE OF INJURY (Mo., Day, Yr.)

35b TIME OF INJURY (24 Hour Clock)

35c INJURY AT WORK? [ ] 1 Yes [ ] 2 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)

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

35g 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

SDH-BVRHS 95 (9/96)

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 28 1998

County: SALT LAKE

Barry E. Nangle
DIRECTOR OF VITAL RECORDS
By Ellen Freeman

Registrar

LL 559236

00559236

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.

ASSIGNMENT OF RIGHT-OF-WAY

Seven Mile River Ranch LLC, a Wyoming limited liability company, of Teton County, State of Wyoming, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, assigns and conveys to Lawrence G. Finch and Janice C. Finch, Trustees of the Lawrence G. Finch and Janice C. Finch Revocable Trust dated March 31, 1983, whose address is P. O. Box 257, Wilson, Wyoming, 83014, that certain right-of-way granted on June 23, 1999 by the United States Department of Interior Bureau of Land Management under serial no. WYW-146691, a copy of which is attached hereto and incorporated herein by this reference.

WITNESS my hand this 10 day of Sept, 1999.

SEVEN MILE RIVER RANCH LLC, a Wyoming limited liability company

BY: Panther LLC, a Wyoming limited liability company, its Authorized Member

BY: Cora Capital LLC, a Wyoming limited liability company, its Manager

BY: _____
Ronald D. Saypol, Manager

274941

RECORDED Sept. 13 1999 4:10 M
IN BOOK 70 Misc. PAGE 205
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Laatsch

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Ronald D. Saypol before me and to me known to be the person who executed the foregoing as Manager of Cora Capital LLC, a Wyoming limited liability company, Manager of Panther LLC, a Wyoming limited liability company, Authorized Member of SEVEN MILE RIVER RANCH LLC, a Wyoming limited liability company, and acknowledged that he executed the foregoing as such Manager in the name of and for and on behalf of the said company, this 10 day of September 1999.

Witness my hand and official seal.

Karen E. Olsen
Notary Public

My Commission Expires:

KAREN E. OLSEN - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires: 5/20/2000

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Pinedale Resource Area
P.O. Box 768
Pinedale, Wyoming 82941-0768

2800 (WY100)
WYW-146691

June 23, 1999

CERTIFIED MAIL Z 357 253 797 RETURN RECEIPT REQUESTED

DECISION

Mr. Ray Warburton
Pierson Land Survey
P.O. Box 1143
Jackson, WY 83001

Application Received
February 11, 1999

RIGHT-OF-WAY GRANTED

Re: Seven Mile River Ranch Road

Enclosed is your copy of right-of-way grant WYW-146691. The grant is your authorization to occupy the federal lands as described therein, subject to the terms, conditions and stipulations as stated.

Please notify Tracy Hoover at 307-367-5342 **5 days** before construction commences.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition pursuant to regulation 43 CFR 4.21 (58 FR 4939, January 19, 1993) or 43 CFR 2804.1 for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

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Standards for Obtaining a Stay: Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

(1) The relative harm to the parties if the stay is granted or denied,

(2) The likelihood of the appellant's success on the merits,

(3) The likelihood of immediate and irreparable harm if the stay is not granted, and

(4) Whether the public interest favors granting the stay.

Field Manager

Enclosures

WYW-146691
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-146691

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

Seven Mile River Ranch LLC
P.O. Box DD
Jackson, WY 83001

receives a right to construct, operate, maintain, and terminate a single lane access road on public lands described as follows:

T. 33 N., R. 110 W.
section 7, NW¼NE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 60 feet wide, 500 feet long and contains 0.7 acres, more or less.

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

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

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

(OVER)

WYW-146691

3. Rental:

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

4. Terms and Conditions:

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

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

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

d. The stipulations, plans, maps, or designs set forth in Exhibits A and B, dated May 28, 1999 attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

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

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

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

(Signature of Holder)

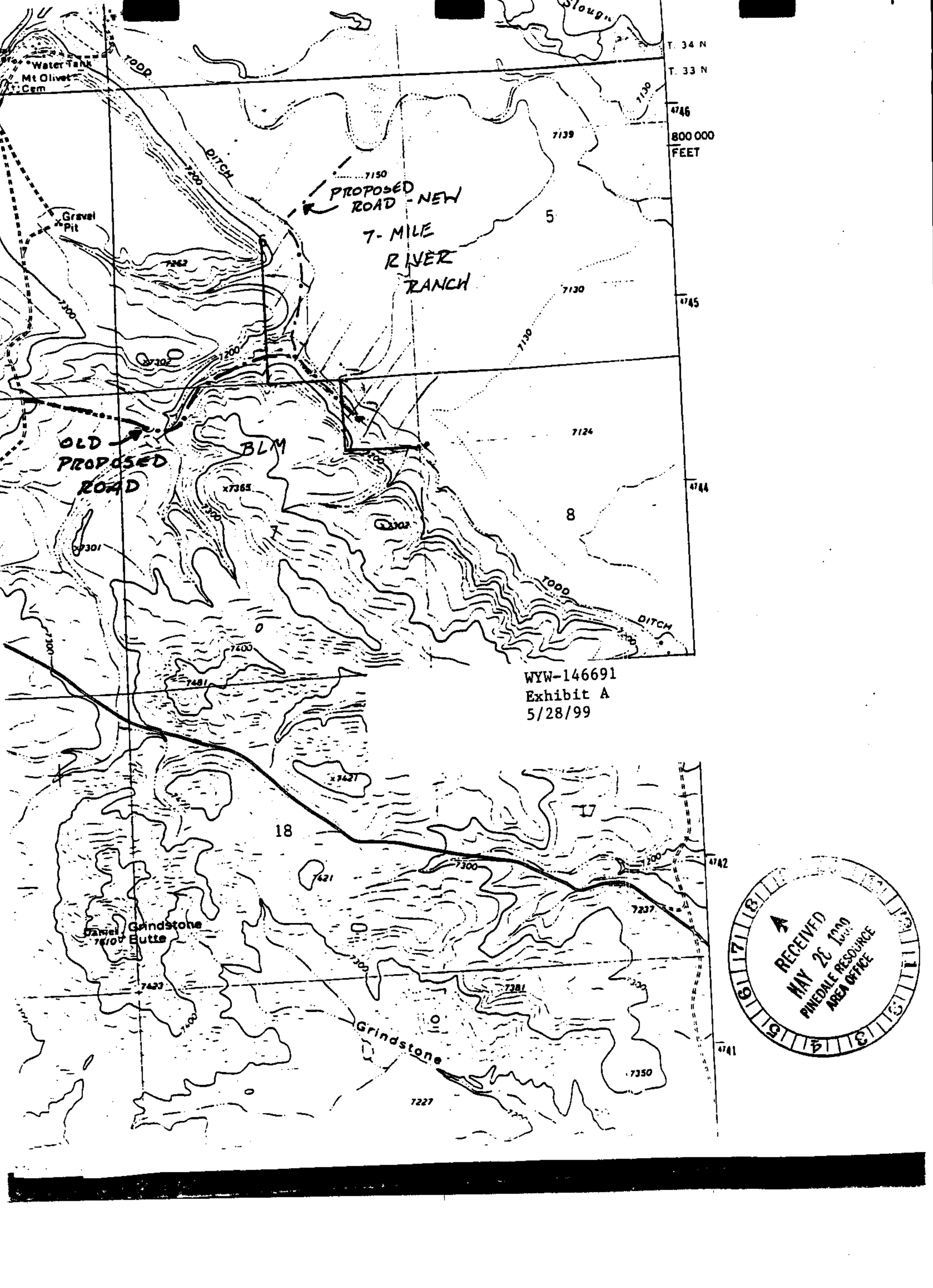
MANAGER
(Title)

6/2/99
(Date)

(Signature of Authorized Officer)

Field Manager
(Title)

6/23/99
(Effective Date of Grant)



RECEIVED
MAY 26 1999
PINEDALE RESOURCE
AREA OFFICE

210

1. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

2. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

3. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) With regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyl, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) In excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

4. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

5. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant on May 28, 1999. Any relocation, additional construction, or use that is not in accord with the approved plan of development, shall not be initiated without the prior written approval of the authorized officer. **A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be on the right-of-way area during construction, operation, and termination to the authorized officer.** Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

   Construction with frozen ground material or during periods when the soil material is saturated, frozen, or when watershed damage is likely to occur.

7. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

The State of Wyoming)

: ss.

County of Sublette)

A F F I D A V I T

Leonard D. Gradert, of lawful age, being first duly sworn according to law, upon his oath deposes and says:

1. That Katherine Marie Gradert died intestate at Rock Springs, Sweetwater County, Wyoming, on April 8, 1992.

2. That Katherine Marie Gradert was also known as Katherine Gradert, and that Katherine Marie Gradert and Katherine Gradert were one and the same person.

3. That Leonard D. Gradert and Katherine Marie Gradert were married to each other in Casper, Wyoming, on June 2, 1957, and were husband and wife continuously from said date until the death of said Katherine Marie Gradert.

4. That on March 22, 1982, Leonard D. Gradert and Katherine Gradert, husband and wife, purcheased the following described real property from Jack D. Richardson and Norma J. Richardson, husband and wife, Trustors and William L. Christie and Ezio Valentini.

> **Lot Eighty (80) of Green River Ranch, Unit D, being a portion of Section of Section Three (3), Township 35 North, Range 111 West, 6th Principal Meridian, Sublette County, Wyoming, together with all buildings and other improvements thereon situate; subject to any restrictions, reservations, easements and rights-of-way of record.**

5. That at the time of said purchase, and the execution and delivery of said real property, said Leonard D. Gradert and Katherine Gradert were husband and wife, and said conveyance was made to them and such husband and wife, and created and estate by the entireties in favor of said Leonard D. Gradert and Katherine Gradert, and that they owned and held the deed to said real property by the entireties continuously from said March 22, 1982, until the death of said Katherine Gradert.

274942

RECORDED Sept 13 1999 @ 445

IN BOOK 70 MISC PAGE 213

FEES $10.00 Mary L Lloyd COUNTY CLERK

SUBLETTE COUNTY, PINEDALE WYOMING

By Tracey L Hoover

6. That said Leonard D. Gradert was the surviving spouse of said Katherine Gradert, and by virtue thereof, said by the entireties vested solely in him upon the death of said Katherine Gradert, and that he then became the sole owner in fee simple of the real property herein before particularly described

7. That this affidavit is made in accordance with the provisions of Section 34-6-102, Wyoming Statutes, 1977, and that the Certificate of Death hereunto annexed, band by this reference made and part of this affidavit, is a copy of the official death certificate of the decedent, Katherine Marie Gradert, also known as Katherine M. Gradert, certified to by the public authority in which such original death certificate is made of record.

Dated this 9 day of September 1999

Leonard D. Gradert
Leonard D. Gradert

The foregoing, Affidavit was subscribed and sworn to before me this 9th day of Sept 99, by Leonard D. Gradert.

My commission expires: 1/02/01

Kelly Coleman Albright
Notary Public

Kelly Coleman Albright - Notary Public
County of Fremont
State of Wyoming
My Commission Expires Jan. 2, 2001

215

55

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.)
KATHERINE	MARIE	GRADERT	Female	April 8, 1992

4. SOCIAL SECURITY NUMBER	5a. AGE-Last Birthday (Years)	5b. UNDER 1 YEAR Months	Days	5c. UNDER 1 DAY Hours	Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
520-38-1447	52					April 11, 1939

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
1512 Sublette 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)
Nebraska	Married	Leonard Gradert

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	Secretary & Bookkeeper	Oil Field Supplies

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Sweetwater	Rock Springs	1512 Sublette Street

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

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
Edward		King	Nina	Marie	Yeoman

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Mr. Leonard Gradert	Husband

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
1512 Sublette 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	Apr. 11, 1992	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
▶ Vase Funeral Home	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 MD

22b. DATE SIGNED (Mo., Day, Yr.): April 11, 1992

22c. HOUR OF DEATH: 11:00P 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) ▶ Vase Funeral Home Deputy Coroner,

23b. DATE SIGNED (Mo., Day, Yr.): April 9, 1992

23c. HOUR OF DEATH: 11:00P M

23d. PRONOUNCED DEAD (Mo., Day, Yr.): April 8, 1992

23e. PRONOUNCED DEAD (Hour): 11:35P 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.): April 13, 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.

28. IMMEDIATE CAUSE (Final disease or condition resulting in death) ⇒ a. Metastatic Breast Cancer — Approximate Interval Between Onset and Death: Years

DUE TO (OR AS A CONSEQUENCE OF):

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

b.

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 ☐ 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 **September 13, 1999**

THIS IS TO CERTIFY that this is a true correct conformed reproduction of the original copy of the death certificate completed by the VASE FUNERAL HOME and submitted to the VITAL RECORDS SERVICES, Wyoming Department of Health and Social Services, Division of Health and Medical Services at Cheyenne, Wyoming.

VASE FUNERAL HOME
154 Elk Street
Rock Springs, Wyoming

STATE OF WYOMING)
COUNTY OF SWEETWATER) ss

Subscribed and sworn to before me a Notary Public this **13th** day of **September** 19**99**

My commission expires on April 21, 2002

IN THE DISTRICT COURT OF SUBLETTE COUNTY, WYOMING
NINTH JUDICIAL DISTRICT

FILED

JUN 14 1999

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

IN THE MATTER OF THE ESTATE	)	
	)	
OF	)	Probate No. 1627
	)	
BONNIE TAYLOR BARRETT	)	

ORDER APPROVING FINAL REPORT AND ACCOUNTING,
AND DECREE OF FINAL DISTRIBUTION

NOW on this 11th day of June, 1999, the above captioned matter comes before the Court in its regular order, on the Final Report and Petition for Distribution as presented to the Court at this time on behalf of the Personal Representative of the above captioned estate, and the Court, having examined said Final Report and Petition for Distribution and the Waiver of Notice, Hearing and Consent to Approval of Final Report, Accounting and Petition for Distribution as duly executed by the sole distributee 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 determination on the merits.

This matter proceeding on to final determination, the sole heir having waived a hearing, the Court specifically finds that each and all of the statements made in the said Final Report and Petition for Distribution are true and correct, that the conduct of the Personal Representative in the administration of this estate as reflected in said Report is in accordance with the law and the prior orders of this Court, that the Administration of said estate is fully and finally concluded and that said estate is ready for distribution and that therefore order ought to be entered at this time fully and finally approving, ratifying and confirming the Final Report and Petition for Distribution, and all doings of the Personal Representative in the premises, and decree ought to be entered providing for the full and final distribution of this estate, and the closing thereof.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Final Report and Petition for Distribution be, and the same hereby is, fully and finally ratified, confirmed and approved, and all of the doings of the Personal Representative in the premises be, and the same hereby are fully and finally approved.

274943

11 POJ 441

RECORDED Sept. 13 1999 4:50 P M
IN BOOK 70 Misc. PAGE 216
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By

216

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:

(a) William H. Twichell, attorney for the estate, shall be paid a fee for services in the sum of $4,037.24.

(b) William H. Twichell, shall be paid the sum of $197.82 as and for costs of the estate and any and all additional costs incurred by said attorney in the finalization and closing of said estate.

(c) Joe C. Hugo, Petroleum Engineer, shall be paid the sum of $687.50 as and for appraisal fee.

(d) The final Fiduciary Income Tax Return shall be filed and any tax due thereon paid by the estate.

(e) The balance of the remaining assets of the estate, including all accretions and earnings on the assets of said estate, after the foregoing costs and expenses have been paid, shall be and hereby are distributed as follows:

To William T. Barrett, the sole heir of the decedent, 100%, of the said assets.

In the event that additional estate assets or assets belonging to the decedent, Bonnie Taylor Barrett, are received by the Personal Representative or are found after the date hereof, said assets shall be distributed to the sole heir, William T. Barrett.

In making such distributions the Personal Representative shall execute and deliver such assignments, bills of sale, deeds and like instruments that shall be necessary or appropriate to effectuate said distribution.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court finds that no inheritance tax or estate tax is chargeable against the estate and the Court therefore waives the filing of a receipt therefore.

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.

THE STATE OF WYOMING
COUNTY OF SUBLETTE

MARI[illegible] JENSEN CLERK OF THE NINTH JUDICAL DISTRI[illegible] FOR SAID COUNTY AND IN THE[illegible] DO HEREBY CERTIFY THE FOR[illegible] COMPLETE COPY

SIGN[illegible]

JUDGE

THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

Probate No. 1705

FILED

SEP 13 1999

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

IN THE MATTER OF THE ESTATE OF MARY E. RENSHAW, Deceased.	SEP 14 1999

ORDER ADMITTING FOREIGN PROBATE PROCEEDINGS

THIS MATTER came before the Court for hearing on August 27, 1999, on the Petition of HELEN YVONNE PARKER McPECK, seeking to have probate proceedings conducted in the Probate Court of Sevier County, Tennessee, Probate No. 15-390, in the estate of the above-named decedent admitted in this Court as a probate of said estate by this Court; and the Court, having reviewed the file of record herein and being duly advised in the premises, makes the following:

FINDINGS OF FACT

1. Certified copies of the proceedings had in the Probate Court of Sevier County, Tennessee, Probate No. 15-390, as filed with the aforesaid Petition, are sufficient and in accordance with the requirements of the law.

2. The decedent, MARY E. RENSHAW, died testate on May 21, 1990, as a resident of Sevier County, Tennessee, and was seized of certain mineral property located in the County of Sublette, State of Wyoming, as described in the Petition.

3. The value of the assets of the decedent did not exceed $70,000.00 on the date of death of the decedent.

4. Due and proper notice of these proceedings has been given in accordance with the law, and proof thereof by Affidavit of Publication is on file of record herein.

5. The gross estate of the decedent is under $600,000.00 and no inheritance tax or estate tax is chargeable against the estate, and the filing of a receipt should be excused.

6. No objections, written or oral, to the admission of the foreign probate proceedings to record in this Court have been presented to the Court by any creditor of the decedent or by any other party whomsoever.

274975

RECORDED Sept 15 1999 2:30p M
IN BOOK 70 Misc. PAGE 218
FEES $ 10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Swartz

CONCLUSIONS OF LAW

1. The Court has full and complete jurisdiction over the subject matter and all interested parties in this cause.

2. The file of record herein is complete and meets all the requirements of the law for the relief prayed for in the Petition.

3. The Petitioner is entitled to relief as prayed for in the Petition.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the certified copies of the proceedings in the estate of MARY E. RENSHAW had and conducted in the Probate Court for Sevier County, Tennessee, Probate No. 15-390, as filed with the Petition herein, be and the same hereby are admitted to record in this Court, and shall from this day forward be considered and treated as original proceedings in this Court, and shall be conclusive evidence of the facts therein shown.

IT IS FURTHER ORDERED that pursuant to this Order all right, title, and interest of the decedent in mineral interests are described as follows:

1. 0.3125% overriding royalty interest in the Tip Top NP Well T33X-16SH, D.O. Nos. 0841347 and 0841531, Mobil Oil Corporation operator, and being all right, title, and interest of the decedent in production from the following described lands:

   Township 28 North, Range 113 West of the 6th P.M.,
   Sec. 16: N½

2. 0.07813% overriding royalty interest in the Tip Top Unit B, Tract 5, D.O. No. 0994350, Mobil Oil Corporation operator, and being all right, title, and interest of the decedent in production from the following described lands:

   Township 29 North, Range 113 West of the 6th P.M.,
   Sec. 29: NW¼, W½ NE¼
   Sec. 30: SE¼NW¼, E½
   Sec. 31: NE¼
   Sec. 33: NW¼

3. 0.15625% overriding royalty interest in the Tip Top Unit B, Tract 9, D.O. No. 0994353, Mobil Oil Corporation operator, and being all right, title, and interest of the decedent in production from the following described lands:

   Township 29 North, Range 113 West of the 6th P.M.,
   Sec. 33: SW¼SE¼

4. 0.3125% overriding royalty interest in the Tip Top Unit B, Tract 42, D.O. No. 0994380, Mobil Oil Corporation operator, and being all right, title, and interest of the decedent in production from the following described lands:

   Township 28 North, Range 113 West of the 6th P.M.,
   Sec. 16: SW¼, W½SE¼, SW¼NE¼, S½NW¼, NW¼NW¼ (part resurvey Tract 37)

5. 0.07812% overriding royalty interest in the Tip Top Unit B, Tract 64, D.O. No. 0994388, Mobil Oil Corporation operator, and being all right, title, and interest of the decedent in production from the following described lands:

   Township 29 North, Range 113 West of the 6th P.M.,
   Sec. 30: Lots 2, 3, 4, E½SW¼
   Sec. 31: NE¼NW¼

6. 0.07812% overriding royalty interest in the Tip Top Unit A, Tract 64, D.O. No. 0994492, Mobil Oil Corporation operator, and being all right, title, and interest of the decedent in production from the following described lands:

Township 29 North, Range 113 West of the 6th P.M.,
Sec. 31: Lots 1, 2, 3, 4, SE¼NW¼,

hereby is, in accordance with the Will of the decedent, declared to be the sole property of and hereby is set over to and vested absolutely in HELEN YVONNE PARKER McPECK, as Trustee of the MARY E. RENSHAW REVOCABLE TRUST under instrument dated May 3, 1990, whose mailing address is P.O. Box 270, Gatlinburg, Tennessee 37738.

Dated this 9th day of September, 1999.

BY THE COURT:

District Judge

THE STATE OF WYOMING
COUNTY OF SUBLETTE
MARILYN M. JEN... CLERK OF THE NINTH JUDICIAL DISTRICT CO... FOR SAID COUNTY AND IN THE STATE ... CERTIFY THE FOR... COMPLETE COPY.
SIGNED

IN THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

CAROLYN S. WILEY,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Civil No. 5830
	)	
WILLIAM P. JORDAN,	)	
	)	
Defendant.	)	

RELEASE OF LIS PENDENS

THE ABOVE-NAMED PLAINTIFF having previously recorded her Lis Pendens in the above entitled matter, HEREBY RELEASES the same with regard to the following described real estate, located in Sublette County, Wyoming:

> Lot A35 of the Boulder Lake Country Estates, Fourth Filing, Sublette County, Wyoming, as the same appears on the official map or plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming.

DATED this 10th day of September 1999.

274977

RECORDED Sept. 15 1999 3:10 M
IN BOOK 70 Misc. PAGE 221
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Kathy Scott

Robert A. Bundy

Elizabeth Greenwood
Robert A. Bundy, Associate
Attorneys at Law
PO Box 1479
Pinedale, WY 82941
(307) 367-6814
(307) 367-6805 [fax]

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 10th day of September, 1999, by Robert A. Bundy.

WITNESS my hand and official seal.

DARLA J. HUNTER NOTARY PUBLIC SUBLETTE COUNTY, WYOMING My Commission Expires April 2, 2002

Darla J. Hunter
NOTARY PUBLIC

My commission expires: 4-2-2002

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 9TH day of September, 1999, by and between **MICHAEL THOMAS STEVIE**, a married man dealing in his sole and separate property, and **RICHARD TODD STEVIE**, a married man dealing in his sole and separate property, as Sellers, to **BASIC FLUID SERVICES, INC.**, 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 Seven (7), Block One (1) of the Original Townsite of Pinedale, Sublette County, Wyoming as the same appears on the official map or plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining.
> SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

Buyer's address for tax purposes is P.O. Box 1556, Pinedale, WY 82941.

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

Sellers:

DATED this 9th day of September, 1999.

Michael Thomas Stevie
MICHAEL THOMAS STEVIE

I, JONNIE MICHELLE STEVIE, wife of MICHAEL THOMAS STEVIE, join in this Memorandum of Agreement for the sole purpose of releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming in regard to the concerned real property.

Jonnie Michelle Stevie
JONNIE MICHELLE STEVIE

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing Memorandum of Agreement was acknowledged before me by MICHAEL THOMAS STEVIE and JONNIE MICHELLE STEVIE, this 9th day of September, 1999.

Witness my hand and official seal.

Brandy L Johnson
NOTARY PUBLIC

My Commission Expires:

Brandy L. Johnson - Notary Public
County of Sublette
State of Wyoming
My Commission Expires 08/12/2003

274985

RECORDED Sept. 16 1999 10:10 AM
IN BOOK 70 Misc. PAGE 222
FEES $ 8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soto

DATED this 8th day of September, 1999.

RICHARD TODD STEVIE

I, BEVERLY STEVIE, wife of RICHARD TODD STEVIE, join in this Memorandum of Agreement for the sole purpose of releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming in regard to the concerned real property.

BEVERLY STEVIE

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing Memorandum of Agreement was acknowledged before me by RICHARD TODD STEVIE and BEVERLY STEVIE, this 8th day of September, 1999.

Witness my hand and official seal.

NOTARY PUBLIC

Brandy L. Johnson - Notary Public
County of Sublette
State of Wyoming
My Commission Expires 08/12/2003

My Commission Expires:

Buyer:

DATED this 14 day of SEPTEMBER, 1999.

ATTEST:

BASIC FLUID SERVICES, INC.

SEAL

BY: _____

ITS: PRESIDENT

_____
Secretary / Assistant Secretary

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

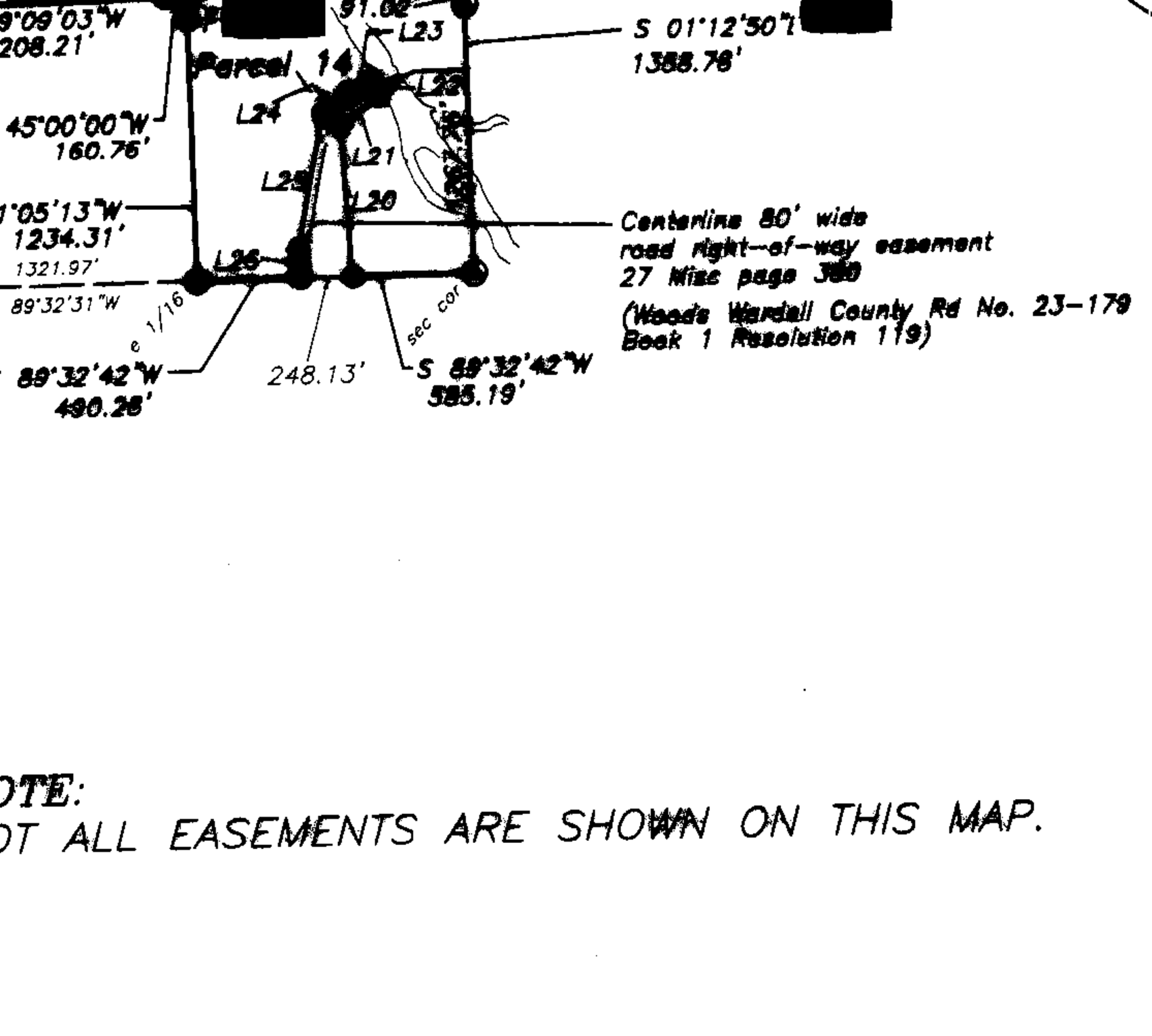
The foregoing Memorandum of Agreement was acknowledged before me by BASIC FLUIDS SERVICES, INC., by Steve Calderon as its President, and attested to and sealed by its Secretary / Assistant Secretary, this 14th day of September, 1999.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 6-21-2001

SHONDA K. SOUR - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 6-21-2001



NOTE:
NOT ALL EASEMENTS ARE SHOWN ON THIS MAP.

REVISED

MAP OF SURVEY

SEVEN MILE RIVER RANCH

SHOWING
PARTS OF
SECTION 36 T34N R111W
SECTIONS 29, 30, 31, 32, 33 T34N R110W
SECTIONS 5, 6, 7, 8 T33N R110W 6TH P.M.
SUBLETTE COUNTY, WYOMING

SHEET 1 OF 2

274995

2550

RECORDED Sept 16 1999 M
IN BOOK 70 PAGE 334
FEES $25.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

224

225

4. There are fishing access easements within Seven Mile River Ranch along the banks of the Green River, Failer Creek, Poole Slough and ponds, including the streambeds. Said easements and uses are described in the Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch.

THIS REVISED MAP OF SURVEY, COMPOSED OF 4 PAGES, DATED SEPTEMBER 13, 1999, SUPERSEDES ALL PREVIOUS MAPS OF THE SEVEN MILE RIVER RANCH.

;—

ET 3

REVISED
MAP OF SURVEY
SEVEN MILE RIVER RANCH
SHOWING
PARTS OF
SECTION 36 T34N R111W
SECTIONS 29, 30, 31, 32 T34N R110W
SECTIONS 5, 6 T33N R110W 6TH P.M.
SUBLETTE COUNTY, WYOMING

September 13, 1999

SHEET 1 OF 4

274996 255P

RECORDED Sept 16 1999 M
IN BOOK 20 MISC PAGE 225
FEES $ 25.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hover

IN THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

JILL DENISE HERMSTEAD	)	
	)	
Plaintiff,	)	Civil Action No. 6063
	)	
vs.	)	
	)	
DAVID WAYNE WAXE,	)	
	)	
Defendant.	)	

LIS PENDENS

THE ABOVE-NAMED PLAINTIFF has filed a Complaint with the District Court against the above-named Defendant.

The following real estate, located in Sublette County, Wyoming, is subject to the jurisdiction of the above-captioned Court:

Lot One Hundred Four (104), Big Country Ranches Fourth Filing, Unit C, 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.

DATED this 17th day of September 1999.

275019

RECORDED Sept 17 1999 3:00 PM
IN BOOK 70 MISC PAGE 226
FEES $6.00 Mary L Lubbe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

Robert A. Bundy

Elizabeth Greenwood
Robert A. Bundy, Associate
Attorneys at Law
PO Box 1479
Pinedale, WY 82941
(307) 367-6814
(307) 367-6805 [fax]

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 17th day of September 1999, by Robert A. Bundy.

WITNESS my hand and official seal.

TRAWNY EASTON - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires March 9, 2002

Trawny Easton
NOTARY PUBLIC

My commission expires:
March 9, 2002

CONFIRMATION OF LEGAL DESCRIPTIONS FOR SEVEN MILE RIVER RANCH

STATE OF WYOMING)
) ss
COUNTY OF TETON)

In accordance with and as authorized by Wyo. Stat. §34-11-101, the undersigned of lawful age, being first duly sworn on oath, deposes and says:

1) The undersigned is a duly licensed Wyoming professional land surveyor under Wyoming License No. 3831 and has personal knowledge of the facts contained herein which affect title to real estate.

2) The purpose of this instrument is to record certain legal descriptions in the public land records describing easements on, over, under and through Seven Mile River Ranch.

3) The Seven Mile River Ranch, consisting of approximately 3,199 acres in Sublette County, Wyoming, is described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Seven Mile River Ranch").

4) The Seven Mile River Ranch has been divided into twenty (20) parcels. Legal descriptions for each parcel are attached hereto as Exhibit "B" and incorporated herein by this reference (collectively the "Parcels" or individually the "Parcel").

5) A Map of Survey of the Seven Mile River Ranch was recorded October 2, 1998 in Book 69 of Misc., page 37 in the records of the Sublette County Clerk; other Maps of Survey of the Seven Mile River Ranch were recorded August 30, 1999 in Book 70 of MISC, page 141, and September 16 1999 in Book 70 of MISC, page 224 in the records of the Sublette County Clerk (collectively the "Maps"). The Maps depict the Parcels and various easements for the benefit of the owners of Seven Mile River Ranch including common roads for ingress and egress access; fishing easements along the Green River, Failer Creek, Poole Slough and two (2) casting ponds; utility easements; equestrian trail easements; parking/boat access easements; and pedestrian easements. The Map recorded on September 16, 1999 in Book 70 of Misc, page 225 is the most current and accurate map.

6) The Seven Mile River Ranch is subject to that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch dated November 6, 1998 and recorded November 10, 1998 in Book 69 Misc., at page 112 et seq. in the records of the Sublette County Clerk (the "Declaration"). In addition to other things, the Declaration

275042

RECORDED Sept. 21 1999 M 1:35p
IN BOOK 70 Misc. PAGE 227
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy

grants and reserves certain perpetual easements on, over, under and through the Seven Mile River Ranch including an easement for ingress and egress on the common roads, certain utility easements, various fishing easements, pedestrian easements, riding and recreational trail easements and other easements.

7) I have prepared legal descriptions of the real property affected by the easements for access easements over the common roads; utility easements; equestrian trail easements; and boat access, parking and pedestrian easements which are attached hereto and incorporated herein respectively as Exhibit "C", "D", "E" and "F".

8) The fishing access easements for the owners to access Failer Creek, the Green River, Poole Slough and the two (2) casting ponds are described as certain real property measured fifty (50) feet upland from each bank of the applicable water way through, across and under the water way, including over and upon the stream bed, to fifty (50) feet upland from the opposite bank of such water way as it may change course from time to time.

9) The purpose of recording this Confirmation of Legal Descriptions for Seven Mile River Ranch is to provide specific descriptions of certain easements as required by Wyo. Stat. §34-1-141 and for future reference for purposes of clarifying the locations of certain easements on, over, under and through Seven Mile River Ranch. The Maps, the Declaration and the easements described herein are intended to be consistent with one another. However, in the event of a discrepancy, the priority for determining the appropriate location of the applicable easement shall be governed in the following order: first by the actual location of the easement and its use; next by the Maps, next by the legal descriptions attached hereto and lastly by the Declaration.

DATED this 21st day of September, 1999.

Scott R Pierson

Scott R. Pierson

Subscribed and sworn to before me by Scott R. Pierson this 21st day of September, 1999.

Witness my hand and official seal.

Notary Public

My Commission Expires: August 7, 2000

228

Exhibit "A"

LEGAL DESCRIPTION
of the
Seven Mile River Ranch
Sublette County, Wyoming

Those lands lying within Section 36, T34N, R111W, Sections 29, 30, 31, 32, 33, T34N, R110W; Sections 5, 6, 7, 8, T33N, R110W; 6th P.M., Sublette County, Wyoming, also known as Parcels 1-20 Seven Mile River Ranch, more particularly described as follows:

BEGINNING at the township corner common to T33N and T34N, and R110W and R111W where is found an original stone per a Wyoming Corner Record filed in said Office;

THENCE along the south line of said Section 36, S 89°50'34"W, 1273.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE following the east line of that tract described in Book 2 of Patents, page 25, filed in said Office, N 00°09'26"W, 400.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of said tract, S 89°50'34"W, 435.60 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said tract, S 00°09'26"E, 400.00 feet to an intersection with the south line of said Section 36, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said south line, S 89°50'34"W, 335.80 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 89°50'34"W, 771.66 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE continuing S 89°50'34"W, 2239.95 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE continuing S 89°50'34"W, 304.99 feet to a witness corner marked by a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE continuing S 89°50'34"W, 31.00 feet to a point in Prairie Creek;

THENCE along the west line of said Section 36, N 00°51'12"W, 2622.71 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831;

THENCE along the north line of the S1/2 of said Section 36, N 89°47'27"E, 5436.96 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831;

THENCE along the west line of said Section 31, N 00°07'42"E, 585.97 feet;

THENCE departing said west line following an existing fenceline, N 22°51'06"W, 128.23 feet;

THENCE N 00°59'15"W, 1686.97 feet;

THENCE N 72°03'49"E, 94.58 feet to an intersection with said west line;

THENCE continuing N 72°03'49"E, 87.21 feet;

THENCE N 37°15'40"E, 164.84 feet;

THENCE N 86°39'04"E, 694.55 feet;

THENCE S 44°03'40"E, 220.01 feet;

THENCE N 62°01'06"E, 344.90 feet;

THENCE N 88°47'32"E, 326.62 feet;

THENCE N 89°09'10"E, 481.88 feet;

THENCE N 88°15'39"E, 196.09 feet;

THENCE departing said fenceline, N 78°19'56"E, 35.42 feet to a 2¼ inch diameter aluminum pipe with a 2½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054;

THENCE along the west line of the SE1/4 of said Section 30, N 01°26'53"E, 2646.51 feet to a 2¼ inch diameter aluminum pipe with a 2½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along the west line of the NE1/4 of said Section 30, N 01°28'02"E, 36.67 feet to the intersection with the south right-of-way line of U.S. Highway No. 191 as described in Book

5 of Miscellaneous, page 320, filed in said Office, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE following said south right-of-way line of said U.S. Highway No. 191, S 85°37'38"E, 395.60 feet to an intersection with the north line of said SE1/4 of said Section 30, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of said SE1/4, N 89°03'29"E, 909.00 feet to a PK nail;

THENCE continuing N 89°03'28"E, 1304.31 feet to an original stone found per Wyoming Corner Record filed in said Office;

THENCE departing said north line, S 00°52'37"W, 105.21 feet to an intersection with the centerline of said U.S. Highway No. 191;

THENCE following said centerline, S 85°37'38"E, 1352.57 feet to a point of curvature;

THENCE continuing along said centerline of said U.S. Highway No. 191 along a curve to the right having a radius of 5729.58 feet and an arc length of 2504.37 feet, being subtended by a chord of S 73°06'05"E, 2484.48 feet to a point;

THENCE continuing along said centerline, S 60°34'53"E, 258.94 feet to a point;

THENCE departing said centerline, S 00°28'22"W, 114.28 feet to an intersection with said south right-of-way line marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 00°28'22"W, 86.88 feet to the northwest corner of the SE1/4SE1/4 of said Section 29 marked by a 5/8 inch diameter steel rebar with a 1½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along said north line, N 88°56'53"E, 149.93 feet to an intersection with said south right-of-way line of said U.S. Highway No. 191, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing N 88°56'53"E, 197.20 feet to an intersection with said centerline;

THENCE continuing N 88°56'53"E, 197.20 feet to an intersection with the north right-of-way line of said U.S. Highway No. 191, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing N 88°56'53"E, 780.21 feet to a 5/8 inch diameter steel rebar with a 1½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along the east line of the SE1/4SE1/4 of said Section 29, S 00°23'59"W, 452.45 feet to a Wyoming Highway Department right-of-way monument;

THENCE continuing S 00°23'59"W, 114.36 feet to an intersection with said centerline;

THENCE continuing S 00°23'59"W, 114.36 feet to an intersection with said south right-of-way line, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 00°23'59"W, 642.81 feet to an original stone found per Wyoming Corner Record filed in said Office;

THENCE along the north line of said Section 33, N 89°07'40"E, 641.36 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing N 89°07'40"E, 2006.18 feet to an original stone found per Wyoming Corner Record filed in said Office;

THENCE along the center section line of said Section 33, S 00°59'36"E, 1328.59 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of the SW1/4NE1/4, N 88°48'33"E, 1316.20 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of said SW1/4NE1/4, S 01°02'57"E, 1327.38 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the NW1/4SE1/4 of said Section 33, S 01°05'13"E, 349.70 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 01°05'13"E, 1000.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS

3831";

THENCE along the north line of the SE1/4SE1/4 of said Section 33, N 89°09'03"E, 1320.52 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of said SE1/4SE1/4, S 01°12'50"E, 1358.78 feet to a 2 ½" diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE along the south line of said SE1/4SE1/4, S 89°32'42"W, 585.19 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE departing said south line, N 03°29'55"W, 731.05 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE N 55°35'36"E, 230.01 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE N 22°41'00"W, 80.00 feet to an intersection with the west right-of-way line of Woods Wardell County Road No. 23-170 described in Book 27 of Miscellaneous, page 380, filed in said Office, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said west right-of-way line, S 67°19'00"W, 135.63 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing along said west right-of-way line, S 50°14'00"W, 155.82 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing along said west right-of-way line, S 10°51'00"W, 653.40 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing along said west right-of-way line, S 02°13'00"E, 141.85 feet to an intersection with the south line of the SE1/4SE1/4 of said Section 33, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said south line, S 89°32'42"W, 490.28 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE along the west line of said SE1/4SE1/4, N 01°05'13"W, 1234.31 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE N 45°00'00"W, 160.76 feet to an intersection with the south line of the NW1/4SE1/4 of said Section 33 marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said south line, S 89°09'03"W, 1208.21 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the N1/2SW1/4 of said Section 33, S 89°09'03"W, 246.50 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 89°09'03"W, 2399.47 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the SE1/4SE1/4 of said Section 32, S 00°58'34"E, 991.77 feet to a point;

THENCE departing said east line, S 89°01'43"W, 60 feet to a point;

THENCE S 00°58'34"E, 330 feet to an intersection with the south line of said SE1/4SE1/4;

THENCE along said south line, S 89°01'43"W, 1273.46 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the SW1/4SE1/4 of said Section 32, S 89°01'43"W, 775.37 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE departing said south line, S 04°38'50"W, 497.46 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE S 29°37'16"E, 631.53 feet to an intersection with the south line of Government Lot 2 of said Section 5, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE along said south line, S 89°36'31"W, 807.93 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the S1/2NW1/4 of said Section 5, S 01°12'25"E, 1331.66 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the SW1/4 of said Section 5, S 01°12'25"E, 2663.57 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the N1/2NW1/4 of said Section 8, S 00°09'34"E, 1331.64 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the said N1/2NW1/4 of said Section 8, S 89°37'33"W, 2661.14 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the NE1/4NE1/4 of said Section 7, S 88°36'24"W, 1331.16 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said NE1/4NE1/4, N 00°10'45"W, 1359.47 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of the NW1/4NE1/4 of said Section 7, S 89°51'18"W, 1331.66 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of the SE1/4 of said Section 6, N 00°31'24"W, 2520.13 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the SE1/4NW1/4 of said Section 6, S 86°47'44"W, 1300.37 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said SE1/4NW1/4, N 00°54'13"W, 1295.78 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of Government Lot 4 of said Section 6, S 87°50'46"W, 1188.89 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said Government Lot 4, N 00°22'22"W, 1318.14 feet to the POINT OF BEGINNING;

Excluding the following two tracts:
0.05 acres in the S1/2 said Section 36, Book 3 Deeds, Page 336, in said Office;
4.98 acres in the SW¼ of said Section 29, Book 26 Deeds, Page 230, in said Office;

All as shown on that Map of Survey titled "Seven Mile River Ranch" recorded in the Office of the Clerk, Sublette County, Wyoming, Book 69 of Miscellaneous, page 37.

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

Said property contains 3199 acres more or less.

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Exhibit "B"

Description of Parcel 1
of the
Seven Mile River Ranch
Sublette County, Wyoming

That part of the S½ of Section 36, T34N, R111W, 6th P.M., Sublette County, Wyoming, more particularly described as follows;

BEGINNING at a point on the south line of said S½ of Section 36 marked by a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS 3831", said point bears N 89°50'34"E, 771.66 feet from the ¼ corner common to said Section 36 and Section 1, T33N, R111W where is found a 3 inch diameter brass cap inscribed with appropriate details as described in a Wyoming Corner Record;

THENCE along the south line of said S½ of Section 36, N 89°50'34"E, 335.80 feet to a point;

THENCE N 00°09'26"W, 400.00 feet to a point;

THENCE N 89°50'34"E, 435.60 feet to a point;

THENCE S 00°09'26"E, 400.00 feet to an intersection with the south line of said S½ of Section 36;

THENCE N 89°50'34"E, 1273.00 feet to the corner common to Section 36, T34N, R111W, Section 31, T34N, R110W, Section 6, T33N, R110W and Section 1, T33N, R111W, where is found a stone monument as described in a Wyoming Corner Record;

THENCE N 00°07'42"E, 600.23 feet along the east line of said S½ of Section 36 to a point;

THENCE N 45°01'09"W, 1199.26 feet to a point;

THENCE S 56°30'54"W, 631.58 feet to a point;

THENCE S 31°15'13"W, 1292.70 feet to the **POINT OF BEGINNING**;

EXCEPTING the following tract;

A tract of land set out in a Warranty Deed to the Diocese of Cheyenne, recorded in said Office on October 14, 1937 in Book 3 of Deeds, page 335;

Said Parcel **ENCOMPASSES** an area of 40 acres more or less;

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record, including those easements for roads and parking to be recorded in the Office of the Clerk of Sublette County, Wyoming, those easement for trails to be recorded in said Office, and those easements for utilities to be recorded in said Office.

The above described points and intersections being marked by a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS 3831".

AS SHOWN on that MAP OF SURVEY titled "SEVEN MILE RIVER RANCH" rccorded in said Office in Book 69 Miscellaneous, page 37.

Scott Pierson
Wyoming PLS No. 3831
Pierson Land Surveys, P.C.
Jackson, WY

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Description of Parcel 2
of the
Seven Mile River Ranch
Sublette County Wyoming

That part of the S½ of Section 36, T34N, R111W, 6th P.M., Sublette County, Wyoming, lying westerly of the following described lines;

BEGINNING at a point on the south line of said S½ which bears S 89°50'34"W, 2044.40 feet from the southeast corner of said Section 36 where is found a stone monument as described in a Wyoming Corner Record;

THENCE N 31°15'13"E, 1292.70 feet to a point;
THENCE N 56°30'54"E, 631.58 feet to a point;
THENCE N 75°41'32"W, 386.21 feet to a witness corner (wc) set on the east bank of Horse Creek;
THENCE continuing 43 feet more or less to the main thread of Horse Creek;
THENCE following said main thread downstream in a northeasterly direction 1200 feet more or less to an intersection with the north line of said S½ of Section 36, said intersection bears S 89°47'27"W, 902.79 feet from the ¼ corner common to said Section 36 and Section 31, T34N, R110W;

Said Parcel encompasses an area of 242 acres more or less;

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record, including those easements for roads and parking to be recorded in the Office of the Clerk of Sublette County, Wyoming, those easement for trails to be recorded in said Office, and those easements for utilities to be recorded in said Office.

The above described points and intersections being marked by a 5/8 inch diameter 24 inch long steel rebar with an aluminum cap stamped "PIERSON LAND SURVEYS PLS 3831".

AS SHOWN on that MAP OF SURVEY titled "SEVEN MILE RIVER RANCH" recorded in said Office in Book 69 Miscellaneous, page 37.

Scott Pierson
Wyoming PLS No. 3831
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Jackson, WY

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Description of Parcel 3
of the
Seven Mile River Ranch
Sublette County, Wyoming

That part of the SE¼ of Section 36, T34N, R111W, the SW¼ and the NW¼ of Section 31, T34N, R110W, Lot 3 and Lot 4, Section 6, T33N, R110W, 6th P.M., Sublette County, Wyoming, more particularly described as follows;

BEGINNING at a point along the west line of said SW¼ of Section 31, N 00°07'42"E, 600.23 feet from the corner common to Section 31, T34N, R110W, Section 6, T33N, R110W Section 1, T33N, R111W, and Section 36, T34N, R111W where is found a stone monument as described in a Wyoming Corner Record;

THENCE N 45°01'09"W, 1199.26 feet to a point;
THENCE N 75°41'32"W, 386.21 feet to a witness corner (wc) set on the east bank of Horse Creek;
THENCE continuing 43 feet more or less to the main thread of Horse Creek;
THENCE following said main thread downstream in a northeasterly direction 1200 feet more or less to a confluence with the main thread of the Green River;
THENCE departing said main thread of Green River, N 89°47'27"E, 773.91 feet along the north line of said SE¼ of Section 36 to reintersect the main thread of the Green River, S 89°47'27"W, 128.87 feet more or less from the ¼ corner common to said Section 31 and said Section 36 where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;
THENCE following said main thread downstream in a southeasterly direction 600 feet more or less;
THENCE following said main thread downstream in a northeasterly direction 1000 feet more or less;
THENCE following said main thread downstream in a northwesterly direction 1000 feet more or less;
THENCE following said main thread downstream in a northeasterly direction 700 feet more or less;
THENCE following said main thread downstream in an easterly direction 400 feet more or less;
THENCE following said main thread downstream in a southeasterly direction 1000 feet more or less to a point, said point referenced by a witness corner (wc) seton the south bank of the Green River which bears S 00°00'00"W, 95 feet more or less from said main thread;
THENCE from said witness corner (wc) S 90°00'00"W, 2061.33 feet to a witness corner set on the north bank of an unnamed slough;
THENCE continuing 20 feet more or less to the thread of said slough;
THENCE following said thread downstream in a southeasterly direction 1500 feet more or less;
THENCE departing said thread, south 63 feet more or less to the ¼ corner common to said Section 31 and said Section 6 where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;
THENCE S 45°10'57"W, 1351.29 feet to a point;
THENCE N 33°06'23"W, 986.71 feet to a point;
THENCE N 40°49'05"W, 406.50 feet to a point;
THENCE N 51°29'52"W, 449.69 feet to a point;
THENCE N 38°47'59"W, 159.62 feet to a point;
THENCE S 90°00'00"W, 276.00 feet to the **POINT OF BEGINNING**;

Said Parcel **ENCOMPASSES** an area of 161 acres more or less;

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or

record, including those easements for roads and parking to be recorded in the Office of the Clerk of Sublette County, Wyoming, those easement for trails to be recorded in said Office, and those easements for utilities to be recorded in said Office.

The above described points and intersections being marked by a 5/8 inch diameter 24 inch long steel rebar with an aluminum cap stamped "PIERSON LAND SURVEYS PLS 3831".

AS SHOWN on that MAP OF SURVEY titled "SEVEN MILE RIVER RANCH" recorded in said Office in Book 69 Miscellaneous, page 37.

Scott Pierson
Wyoming PLS No. 3831
Pierson Land Surveys, P.C.
Jackson, WY

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Description of Parcel 4
of the
Seven Mile River Ranch
Sublette County, Wyoming

That part of the S½ of Section 31, T34N, R110W, and Lot 1, Lot 2, Lot 3, Lot 4, the SE¼NW¼, and the S½NE¼ of Section 6, T33N, R110W, 6th P.M., Sublette County, Wyoming, more particularly described as follows;

BEGINNING at the corner common to Section 31, T34N, R110W, Section 6, T33N, R110W, Section 1, T33N, R111W, and Section 36, T34N, R111W where is found a stone monument as described in a Wyoming Corner Record;

THENCE along the west line of said S½ of Section 31, N 00°07'42"E, 600.23 feet to a point;

THENCE N 90°00'00"E, 276.00 feet to a point;
THENCE S 38°47'59"E, 159.62 feet to a point;
THENCE S 51°29'52"E, 449.69 feet to a point;
THENCE S 40°49'05"E, 406.50 feet to a point;
THENCE S 33°06'23"E, 986.71 feet to a point;
THENCE N 45°10'57"E, 1351.29 feet to the ¼ corner common to said Section 31 and said Section 6 where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;
THENCE north 63 feet more or less to the thread of an unnamed slough;
THENCE following said thread downstream in a northeasterly direction 1700 feet more or less;
THENCE following said thread downstream in a southeasterly direction 2200 feet more or less to a point, said point referenced by a witness corner (wc) set on the south bank of said slough S 50°29'41"W, 12 feet more or less from said thread;
THENCE from said witness corner (wc) S 56°07'04"W, 2845.85 feet to the center ¼ corner of said Section 6 where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;
THENCE along the south line of said SE¼NW¼ of Section 6, S 86°47'44"W, 1300.37 feet to a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;
THENCE along the west line of said SE¼NW¼, N 00°54'13"W, 1295.78 feet to a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;
THENCE along the south line of said Lot 4, S 87°50'46"W, 1188.89 feet to a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;
THENCE along the west line of said Lot 4, N 00°22'22"W, 1318.14 feet to the **POINT OF BEGINNING;**

Said Parcel **ENCOMPASSES** an area of 214 acres more or less;

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record, including those easements for roads and parking to be recorded in the Office of the Clerk of Sublette County, Wyoming, those easement for trails to be recorded in said Office, and those easements for utilities to be recorded in said Office.

The above described points and intersections being marked by a 5/8 inch diameter 24 inch long steel rebar with an aluminum cap stamped "PIERSON LAND SURVEYS PLS 3831".

AS SHOWN on that MAP OF SURVEY titled "SEVEN MILE RIVER RANCH" recorded in said Office in Book 69 Miscellaneous, page 37.

Scott Pierson
Wyoming PLS No. 3831
Pierson Land Surveys, P.C.
Jackson, WY
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Description of Parcel 5
of the
Seven Mile River Ranch
Sublette County, Wyoming

That part of the E½ of Section 6 and the W½ of Section 5, T33N, R110W, 6th P.M., Sublette County, Wyoming, more particularly described as follows;

BEGINNING at the center ¼ of Section 6, T33N, R110W, where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE N 56°07'04"E, 2845.85 feet to a point;
THENCE S 64°09'28"E, 3253.76 feet to the center ¼ of said Section 5 where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;
THENCE S 55°42'09"W, 4764.77 feet to the east 1/16 corner common to said Section 6 and Section 7, T33N, R110W, where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;
THENCE along the south line of said E½ of Section 6, S 89°51'18"W, 1331.66 feet to the ¼ corner common to said Section 6 and said Section 7, where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;
THENCE along the west line of said E½ of Section 6, N 00°31'24"W, 2520.13 feet to the **POINT OF BEGINNING;**

Said Parcel **ENCOMPASSES** an area of 286 acres more or less;

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record, including those easements for roads and parking to be recorded in the Office of the Clerk of Sublette County, Wyoming, those easement for trails to be recorded in said Office, and those easements for utilities to be recorded in said Office.

The above described points and intersections being marked by a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS 3831".

AS SHOWN on that MAP OF SURVEY titled "SEVEN MILE RIVER RANCH" recorded in said Office in Book 69 Miscellaneous, page 37.

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Description of Parcel 6
of the
Seven Mile River Ranch
Sublette County, Wyoming

That part of the SW¼ of Section 5, the SE¼ of Section 6, the NE¼NE¼ of Section 7, and the N½NW¼ of Section 8, T33N, R110W, 6th P.M., Sublette County, Wyoming, more particularly described as follows;

BEGINNING at the center ¼ of said Section 5 where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE along the east line of said SW¼ of Section 5, S 01°12'25"E, 2663.57 feet to the ¼ corner common to said Section 5 and said Section 8 where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner;

THENCE along the east line of said N½NW¼ of Section 8, S 00°09'34"E, 1331.64 feet to the center-north 1/16 of said Section 8 where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE along the south line of said N½NW¼, S 89°37'33"W, 2661.14 feet to the north 1/16 corner common to said Section 8 and said Section 7, where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE along the south line of said NE¼NE¼ of Section 7, S 88°36'24"W, 1331.16 feet to the northeast 1/16 corner of Section 7, where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE along the west line of said NE¼NE¼, N 00°01'45"W, 1359.47 feet to the east 1/16 corner common to said Section 7 and said Section 6 where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE N 55°42'09"E, 4764.77 feet to the **POINT OF BEGINNING;**

Said Parcel **ENCOMPASSES** an area of 245 acres more or less;

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record, including those easements for roads and parking to be recorded in the Office of the Clerk of Sublette County, Wyoming, those easement for trails to be recorded in said Office, and those easements for utilities to be recorded in said Office.

The above described points and intersections being marked by a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS 3831".

AS SHOWN on that MAP OF SURVEY titled "SEVEN MILE RIVER RANCH" recorded in said Office in Book 69 Miscellaneous, page 37.

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Description of Parcel 7
of the
Seven Mile River Ranch
Sublette County, Wyoming

That part of the NW¼ and the NE¼ of Section 5, the E½NE¼ of Section 6, T 33N, R110W, and the S½ of Section 32, T34N, R110W, 6th P.M., Sublette County, Wyoming, more particularly described as follows;

BEGINNING at the center ¼ of said Section 5, T33N, R110W, where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE N 64°09'28"W, 3253.76 feet to a point;

THENCE N 50°29'41"E, 2892.07 feet to a witness corner (wc) set on the south bank of Poole Slough, said witness corner (wc) bears N 65°35'28"E, 2179.82 feet from the northwest corner of said Section 5 where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE continuing 40 feet more or less to the main thread of Poole Slough;

THENCE following said main thread downstream in a southeasterly direction 2600 feet more or less to a point, said point referenced by a witness corner (wc) set on the south bank of Poole Slough which bears S 65°33'39"E, 34 feet more or less from said main thread;

THENCE from said witness corner (wc), S 65°33'39"E, 337.08 feet to the east 1/16 corner common to said Section 32 and said Section 5, where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE along the line common to said Section 32 and said Section 5, S 89°01'43"W, 775.37 feet to a point;

THENCE S 04°38'50"W, 497.46 feet to a point;

THENCE S 29°37'16"E, 631.53 feet to an intersection with the south line of Lot 2 of said Section 5;

THENCE along the south line of said Lot 2, S 89°36'31"W, 807.93 feet to the center-north 1/16 corner of said Section 5, where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE along the east line of said NW¼, S 01°12'25"E, 1331.66 feet to the **POINT OF BEGINNING**;

Said Parcel **ENCOMPASSES** an area of 144 acres more or less;

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record, including those easements for roads and parking to be recorded in the Office of the Clerk of Sublette County, Wyoming, those easement for trails to be recorded in said Office, and those easements for utilities to be recorded in said Office.

The above described points and intersections being marked by a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS 3831".

AS SHOWN on that MAP OF SURVEY titled "SEVEN MILE RIVER RANCH" recorded in said Office in Book 69 Miscellaneous, page 37.

Scott Pierson
Wyoming PLS No. 3831
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Jackson, WY

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Description of Parcel 8
of the
Seven Mile River Ranch
Sublette County, Wyoming

That part of the E½ of Section 31, the W½ of Section 32, T34N, R110W, and Lot 1 of Section 6, and Lot 4 of Section 5, T33N, R110W, 6th P.M., Sublette County, Wyoming, more particularly described as follows;

BEGINNING at a point on the main thread of an unnamed slough referenced by a witness corner (wc) on the south bank of said slough, said witness corner (wc) bears S 01°49'25"W, 20 feet more or less from said point and N 77°57'39"W, 1731.35 feet from the section corner common to Section 31 and Section 32, T34N, R110W, Section 5 and Section 6, T33N, R110W where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE N 01°49'25"E, 2729.20 feet to a witness corner (wc) set at the source of Poole Slough at the Green River, said witness corner (wc) bears N 27°28'37"W, 3481.69 feet from said section corner;

THENCE following the main thread of Poole Slough downstream in a southeasterly direction 2100 feet more or less to an intersection with the east line of said Section 31;

THENCE continuing downstream in a southeasterly direction 4400 feet more or less to a point referenced by a witness corner (wc) set on the south bank of Poole Slough, said witness corner (wc) bears S 50°29'41"W, 36 feet more or less from said main thread and N 65°35'28"E, 2179.82 feet from said section corner;

THENCE from said witness corner (wc) S 50°29'41"W, 2892.07 feet to a point on the thread of an unnamed slough, said point referenced by a witness corner (wc) set on the south bank of said slough which bears S 50°2941"W, 12 feet more or less from said thread and S 14°42'20"W, 970.78 feet from said section corner;

THENCE following said thread upstream in a northwesterly direction 2200 feet more or less;

THENCE following said thread upstream in a southwesterly direction 700 feet more or less to the **POINT OF BEGINNING;**

Said Parcel **ENCOMPASSES** an area of 203 acres more or less;

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record, including those easements for roads and parking to be recorded in the Office of the Clerk of Sublette County, Wyoming, those easement for trails to be recorded in said Office, and those easements for utilities to be recorded in said Office.

The above described points and intersections being marked by a 5/8 inch diameter 24 inch long steel rebar with an aluminum cap stamped "PIERSON LAND SURVEYS PLS 3831".

AS SHOWN on that MAP OF SURVEY titled "SEVEN MILE RIVER RANCH" recorded in said Office in Book 69 Miscellaneous, page 37.

Scott Pierson
Wyoming PLS No. 3831
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Jackson, WY

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Description of Parcel 9
of the
Seven Mile River Ranch
Sublette County, Wyoming

That part of Section 31, T34N, R110W, 6th P.M., Sublette County, Wyoming, more particularly described as follows;

BEGINNING at a point on the thread of an unnamed slough, north 63 feet more or less from the ¼ corner common to said Section 31 and Section 6, T33N, R110W where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE following said thread upstream in a northwesterly direction 1500 feet more or less to a point, said point referenced by a witness corner (wc) set on the north bank of said slough which bears north 20 feet more or less from said thread and N 49°06'06"W, 1334.10 feet from said ¼ corner;

THENCE from said witness corner (wc) N 90°00'00"E, 2061.33 feet to a witness corner (wc) set on the south bank of the Green River;

THENCE continuing north 95 feet more or less to the main thread of the Green River;

THENCE following said main thread downstream in an easterly direction 300 feet more or less;

THENCE following said main thread downstream in a northeasterly direction 1300 feet more or less;

THENCE following said main thread downstream in a southeasterly direction 1000 feet more or less to a point, said point referenced by a witness corner (wc) set at the source of Poole Slough at the Green River which bears S 01°49'25"W, 115 feet more or less from said main thread;

THENCE from said witness corner (wc) S 01°49'25"W, 2709.20 feet more or less to the thread of an unnamed slough, said point referenced by a witness corner (wc) set on the south bank of said slough which bears S 01°49'25"W, 20 feet more or less from said thread;

THENCE following said thread upstream in a southwesterly direction 1000 feet more or less to the **POINT OF BEGINNING;**

Said Parcel **ENCOMPASSES** an area of 145 acres more or less;

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record, including those easements for roads and parking to be recorded in the Office of the Clerk of Sublette County, Wyoming, those easement for trails to be recorded in said Office, and those easements for utilities to be recorded in said Office.

The above described points and intersections being marked by a 5/8 inch diameter 24 inch long steel rebar with an aluminum cap stamped "PIERSON LAND SURVEYS PLS 3831".

AS SHOWN on that MAP OF SURVEY titled "SEVEN MILE RIVER RANCH" recorded in said Office in Book 69 Miscellaneous, page 37.

Scott Pierson
Wyoming PLS No. 3831
Pierson Land Surveys, P.C.
Jackson, WY

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Description of Parcel 10
of the
Seven Mile River Ranch
Sublette County, Wyoming

That part of the NE¼ of Section 31 and the W½ of Section 32, T34N, R110W, 6th P.M., Sublette County, Wyoming, more particularly described as follows;

BEGINNING at a point on the main thread of Poole Slough which bears N 01°04'36"W, 196 feet from the ¼ corner common to said Section 31 and said Section 32 where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE following said main thread upstream in a northwesterly direction 2100 feet more or less to a point at the source of Poole Slough at the Green River referenced by a witness corner (wc), said witness corner (wc) bears N 73°47'02"W, 1621.39 feet from said ¼ corner;

THENCE from said witness corner (wc) N 01°49'25"E, 115 feet more or less to the main thread of the Green River;

THENCE following said main thread downstream in an easterly direction 3400 feet more or less to an intersection with the section line common to said Section 31 and said Section 32, said point of intersection bears N 01°04'36"W, 872 feet more or less along said section line from said ¼ corner;

THENCE following said main thread downstream in a northeasterly direction 2900 feet more or less to a point referenced by a witness corner (wc) set on the south bank of the Green River which bears S 03°25'27"E, 82 feet more or less from said point;

THENCE from said witness corner (wc) S 03°25'27"E, 3176.75 feet to a witness corner (wc) set on the north bank of Poole Slough;

THENCE continuing S 03°25'27"E, 43 feet more or less to the main thread of Poole Slough;

THENCE following said main thread upstream in a northwesterly direction 4400 feet more or less to the **POINT OF BEGINNING;**

Said Parcel **ENCOMPASSES** an area of 130 acres, more or less, the acreage will vary as the threads of Poole Slough and the Green River vary;

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record, including those easements for roads and parking to be recorded in the Office of the Clerk of Sublette County, Wyoming, those easement for trails to be recorded in said Office, and those easements for utilities to be recorded in said Office.

The above described points and intersections being marked by a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS 3831";

AS SHOWN on that MAP OF SURVEY titled "SEVEN MILE RIVE RANCH" recorded in said Office in Book 69 Miscellaneous, page 37.

Todd Cedarholm
Wyoming PLS No. 6447
Pierson Land Surveys, P.C.
Jackson, WY

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Description of Parcel 11
of the
Seven Mile River Ranch
Sublette County, Wyoming

That part of Section 32, T34N, R110W, 6th P.M., Sublette County, Wyoming, more particularly described as follows;

BEGINNING at a witness corner (wc) set on the south bank of the Green River which bears N 27°30'35"W, 1674.17 feet from the center ¼ of said Section 32 where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE N 03°25'27"W, 82 feet more or less to the main thread of the Green River;
THENCE following said main thread downstream in a northeasterly direction 800 feet more or less to an intersection with the east line of the NW¼ of said Section 32;
THENCE following said main thread downstream in a southeasterly direction 900 feet more or less to a point on the main thread referenced by a witness corner (wc) set on the south bank of the Green River which bears S 03°23'22"E, 67 feet more or less from the main thread and N 27°25'53"E, 1812.51 feet from said center ¼;
THENCE S 03°23'22"E, 3535.68 feet to a witness corner (wc) set on the north bank of Poole Slough;
THENCE continuing S 03°23'22"E, 40 feet more or less to the main thread of Poole Slough;
THENCE following the main thread of Poole Slough upstream in a southerly direction 600 feet more or less;
THENCE continuing upstream in a northwesterly direction 2600 feet more or less to a point referenced by a witness corner (wc) set on the north bank of Poole Slough which bears N 03°25'27"W, 60 feet more or less from said main thread and S 19°05'23"W, 1784.32 feet from said center ¼;
THENCE N 03°25'27"W, 3176.75 feet to the **POINT OF BEGINNING**;

Said Parcel **ENCOMPASSES** an area of 142 acres, more or less;

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record, including those easements for roads and parking to be recorded in the Office of the Clerk of Sublette County, Wyoming, those easement for trails to be recorded in said Office, and those easements for utilities to be recorded in said Office.

The above described points, corners, and intersections being marked by a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS 3831"

AS SHOWN on that MAP OF SURVEY titled "SEVEN MILE RIVER RANCH" recorded in said Office in Book 69 Miscellaneous, page 37.

Scott Pierson
Wyoming PLS No. 3831
Pierson Land Surveys, P.C.
Jackson, WY

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Description of Parcel 12
of the
Seven Mile River Ranch
Sublette County, Wyoming

That part of the NE¼, NE¼SE¼, SE¼SE¼, NW¼SE¼, SW¼SE¼, Section 32, T34N, R110W, 6th P.M., Sublette County, Wyoming, more particularly described as follows;

BEGINNING at a point on the south line of said SE¼SE¼ S 89°01'43"W, 60.00 feet along said south line from the southeast corner of said Section 32 where is found a 3 inch diameter brass cap as described in a Wyoming Corner Record;

THENCE along said south line S 89°01'43"W, 1273.46 feet to the east 1/16 corner common to said Section 32 and Section 5, T33N, R110W where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE N 65°33'39"W, 337.08 feet to a witness corner (wc) set on the south bank of Poole Slough;

THENCE continuing N 65°33'39"W, 34 feet more or less to the thread of said Poole Slough;

THENCE downstream in a northerly direction 600 feet more or less;

THENCE departing said thread N 03°23'22"W, 40 feet to a witness corner (wc) set on the north bank of said Poole Slough;

THENCE continuing N 03°23'22"W, 3535.68 feet to a witness corner set on the south bank of the Green River;

THENCE continuing N 03°23'22"W, 67 feet more or less to the main thread of the Green River;

THENCE following said main thread downstream in a southeasterly direction 3900 feet more or less;

THENCE departing said thread S 16°46'27"E, 146 feet more or less to a witness corner (wc) set on the south bank of the Green River which bears N 59°01'34"W, 535.35 feet from the ¼ corner common to said Section 32 and Section 33 where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE continuing S 16°46'27"E, 1668.76 feet to the south 1/16 corner common to said Section 32 and Section 33, T34N, R110W where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE along the east line of said SE¼SE¼, S 00°58'34"E, 991.77 feet to a point;

THENCE departing said east line, S 89°01'43"E, 60.00 feet to a point;

THENCE S 00°58'34"E, 330.00 feet to an intersection with the south line of said SE¼SE¼, said intersection being the **POINT OF BEGINNING**;

Said Parcel **ENCOMPASSES** an area of 150 acres, more or less;

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record, including those easements for roads and parking to be recorded in the Office of the Clerk of Sublette County, Wyoming, those easement for trails to be recorded in said Office, and those easements for utilities to be recorded in said Office.

The above described points, corners, and intersections being marked by a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS 3831"

AS SHOWN on that MAP OF SURVEY titled "SEVEN MILE RIVER RANCH" recorded in said Office in Book 69 Miscellaneous, page 37.

Scott Pierson
Wyoming PLS No. 3831
Pierson Land Surveys, P.C.
Jackson, WY
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Description of Parcel 13
of the
Seven Mile River Ranch
Sublette County, Wyoming

That part of the N½SW¼ and the NW¼ of Section 33, the NE¼SE¼, and the NE¼ of Section 32, T34N, R110W, 6th P.M., Sublette County, Wyoming, more particularly described as follows;

BEGINNING at the south 1/16 corner common to said Section 32 and said Section 33 where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE N 16°46'27"W, 1668.76 feet to a witness corner (wc) set on the south bank of the Green River;

THENCE continuing N 16°46'27"W, 100.00 feet to the main thread of the Green River;

THENCE following said main thread downstream in a southeasterly direction 500 feet more or less to an intersection with the east line of said NE¼;

THENCE following said main thread downstream in an easterly direction 3300 feet more or less to a point referenced by a witness corner (wc) set on the south bank of the Green River which bears S 55°00'00"W, 130.00 feet from said point;

THENCE from said witness corner (wc) S 00°12'50"W, 1087.58 feet to an intersection with the south line of said N½SW¼ of Secton 33;

THENCE along said south line, S 89°09'04"W, 2399.47 feet to the **POINT OF BEGINNING**;

Said Parcel **ENCOMPASSES** an area of 86 acres, more or less;

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record, including those easements for roads and parking to be recorded in the Office of the Clerk of Sublette County, Wyoming, those easement for trails to be recorded in said Office, and those easements for utilities to be recorded in said Office.

The above described points and intersections being marked by a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS 3831"

AS SHOWN on that MAP OF SURVEY titled "SEVEN MILE RIVER RANCH" recorded in said Office in Book 69 Miscellaneous, page 37.

Scott Pierson
Wyoming PLS No. 3831
Pierson Land Surveys, P.C.
Jackson, WY

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Description of Parcel 14
of the
Seven Mile River Ranch
Sublette County, Wyoming

That part of the SE¼SE¼, the SW¼SE¼, the NW¼SE¼, and the NE¼SW¼ of Section 33, T34N, R110W, 6th P.M., Sublette County, Wyoming, more particularly described as follows;

BEGINNING at the southeast corner of said Section 33 where is found a 3 inch diameter brass cap inscribed as described in a Wyoming Corner Record;

THENCE along the south line of said SE¼SE¼ of Section 33, S 89°32'42"W, 585.19 feet to a point;
THENCE departing said south line, N 03°29'55"W, 731.05 feet to a point;
THENCE N 55°35'36"E, 230.01 feet to a point;
THENCE N 22°41'00"W, 80.00 feet to a point;
THENCE S 67°19'00"W, 135.63 feet to a point;
THENCE S 50°14'00"W, 155.82 feet to a point;
THENCE S 10°51'00"W, 653.40 feet to a point;
THENCE S 02°13'00"E, 141.85 feet to an intersection with said south line;
THENCE along said south line, S 89°32'42"W, 490.28 feet to the east 1/16 corner common to said Section 33 and Section 4, T33N, R110W, where is found a 3 inch diameter brass cap inscribed as described in a Wyoming Corner Record;
THENCE along the west line of said SE¼SE¼, N 01°05'13"W, 1234.31 feet to a point;

THENCE N 45°00'00"W, 160.76 feet to an intersection with the south line of said NW¼SE¼;
THENCE along said south line, S 89°09'03"W, 1208.21 feet to the center-south 1/16 corner of said Section 33 where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;
THENCE along the south line of said NE¼SW¼, S 89°08'53"W, 246.50 feet to a point;
THENCE N 00°12'50"E, 1087.58 feet to a witness corner (wc) set on the south bank of the Green River;
THENCE N 55°00'00"E, 130.00 feet to the main thread of the Green River;
THENCE following said main thread downstream in a southeasterly direction 150 feet more or less to an intersection with the west line of said NW¼SE¼;
THENCE following said main thread downstream in an easterly direction 1400 feet more or less to an intersection with the east line of said NW¼SE¼;
THENCE along said east line, S 01°05'13"E, 100.00 feet to a point;
THENCE continuing, S 01°05'13"E, 1000.00 feet to the southeast 1/16 corner of said Section 33 where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;
THENCE along the north line of said SE¼SE¼, N 89°09'03"E, 1320.52 feet to the south 1/16 corner common to said Section 33 and Section 34, T34N, R110W where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;
THENCE along the east line of said SE¼SE¼, S 01°12'50"E, 1358.78 feet to the **POINT OF BEGINNING;**

Said Parcel **ENCOMPASSES** an area of 75 acres, more or less;

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record, including those easements for roads and parking to be recorded in the Office of the Clerk of Sublette County, Wyoming, those easement for trails to be recorded in said Office, and those easements for utilities to be recorded in said Office.

The above described points and intersections being marked by a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS 3831"

AS SHOWN on that MAP OF SURVEY titled "SEVEN MILE RIVER RANCH" recorded in said Office in Book 69 Miscellaneous, page 37.

Scott Pierson
Wyoming PLS No. 3831
Pierson Land Surveys, P.C.
Jackson, WY

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Description of Parcel 15
of the
Seven Mile River Ranch
Sublette County, Wyoming

That part of the W½, the SW¼NE¼, and the NW¼SE¼ of Section 33, T34N, R110W, 6th P.M., Sublette County, Wyoming, more particularly described as follows;

BEGINNING at the ¼ corner common to said Section 33 and Section 28, T34N, R110W, where is found a stone monument as described in a Wyoming Corner Record;

THENCE along the east line of said W½, S 00°59'36"E, 1328.59 feet to the center-north 1/16 corner of said Section 33 where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE along the north line of said SW¼NE¼, N 88°48'33"E, 1316.20 feet to the northeast 1/16 corner of said Section 33 where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE along the east line of said SW¼NE¼, S 01°02'57"E 1327.38 feet to the center-east 1/16 corner of said Section 33 where is found a monument as described in a Wyoming Corner Record on file in said Office;

THENCE along the east line of said NW¼SE¼, S 01°05'13"E, 250 feet more or less to the main thread of the Green River;

THENCE following said thread upstream in a westerly direction 1400 feet more or less to an intersection with the west line of said NW¼SE¼;

THENCE following said main thread upstream in a northwesterly direction 900 feet more or less;

THENCE following said main thread upstream in a southwesterly direction 1400 feet more or less;

THENCE following said main thread upstream in a northwesterly direction 1100 feet more or less to a point on the main thread referenced by a witness corner (wc) set on the north bank of the Green River which bears N 21°53'57"E, 70 feet more or less from said main thread and N 12°16'47"E, 399.21 feet from the ¼ corner common to said Section 33 and Section 32 where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE from said witness corner (wc), N 21°53'57"E, 1361.93 feet to a point;

THENCE N 00°00'31"E, 1029.91 feet to an intersection with the north line of said W½;

THENCE along said north line, N 89°07'40"E, 2006.18 feet to the **POINT OF BEGINNING;**

Said Parcel **ENCOMPASSES** an area of 179 acres, more or less;

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record, including those easements for roads and parking to be recorded in the Office of the Clerk of Sublette County, Wyoming, those easement for trails to be recorded in said Office, and those easements for utilities to be recorded in said Office.

The above described points and intersections being marked by a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS 3831"

AS SHOWN on that MAP OF SURVEY titled "SEVEN MILE RIVER RANCH" recorded in said Office in Book 69 Miscellaneous, page 37.

Scott Pierson
Wyoming PLS No. 3831
Pierson Land Surveys, P.C.
Jackson, WY

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Description of Parcel 16
of the
Seven Mile River Ranch
Sublette County, Wyoming

That part of the SE¼ of Section 29, the NE¼ of Section 32, and the NW¼ of Section 33, T34N, R110W, 6th P.M., Sublette County, Wyoming, more particularly described as follows;

BEGINNING at the ¼ corner common to said Sections 29 and 32 where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE along the west line of said SE¼ of Section 29, N 00°32'10"E, 1327.81 feet to the center-south 1/16 corner where is found a 1½ inch diameter aluminum cap stamped as described in a Wyoming Corner Record;

THENCE along said west line, N 00°33'07"E, 722.18 feet to an intersection with the southerly right-of way line of U.S. Highway 191;

THENCE continuing along said west line N 00°33'07"E, 104.62 feet to an intersection with the centerline of said U.S. Highway 191;

THENCE along said centerline following a curve to the right having a radius of 5729.58 feet and an arc length of 1193.11 feet, being subtended by a chord of S 66°32'42"E, 1190.95 feet;

THENCE continuing along said center line, S 60°34'53"E, 258.94 feet to an intersection with the east line of the NW¼SE¼ of Section 29;

THENCE along said east line S 00°28'22"W, 114.28 feet to an intersection with said southerly right-of way line;

THENCE continuing along said east line S 00°28'22"W, 86.88 feet to the southeast 1/16 corner of Section 29 where is found a 1½ inch diameter aluminum cap stamped as described in a Wyoming Corner Record;

THENCE along the north line of the SE¼SE¼ of Section 29, N 88°56'53"E, 149.93 feet to an intersection with said southerly right-of way line;

THENCE continuing along said north line, N 88°56'53"E, 197.20 feet to an intersection with said centerline;

THENCE along said centerline, S 60°34'53"E, 1117.38 feet to an intersection with the east line of said SE¼SE¼;

THENCE along said east line, S 00°23'59"W, 114.36 feet to an intersection with said southerly right-of way line;

THENCE continuing along said east line, S 00°23'59"W, 642.81 feet to the southeast corner of said Section 29, where is found a stone monument as described in a Wyoming Corner Record;

THENCE along the north line of said NW¼ of Section 33, N 89°07'29"E, 641.36 feet to a point;

THENCE S 00°00'31"W, 1029.91 feet to a point;

THENCE S 21°53'57"W, 1361.93 feet to a witness corner (wc) set on the north bank of the Green River;

THENCE S 21°53'57"W, 100.00 feet to the main thread of the Green River;

THENCE following said main thread upstream in a northwesterly direction 5400 feet more or less to an intersection with the west line of said NE¼;

THENCE N 00°51'02"W, 100.00 feet to a witness corner (wc) set on the north bank of the Green River;

THENCE continuing N 00°51'02"W, 773.02 feet to the **POINT OF BEGINNING**;

Said Parcel **ENCOMPASSES** an area of 186 acres, more or less;

AND SUBJECT TO that Right-of Way easement for U.S. Highway 191 described in that instrument of record in said Office of the Clerk in Book 5 of Miscellaneous, Page 320.

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or

record, including those easements for roads and parking to be recorded in the Office of the Clerk of Sublette County, Wyoming, those easement for trails to be recorded in said Office, and those easements for utilities to be recorded in said Office.

The above described points and intersections being marked by a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS 3831".

AS SHOWN on that MAP OF SURVEY titled "SEVEN MILE RIVER RANCH" recorded in said Office in Book 69 Miscellaneous, page 37.

Scott Pierson
Wyoming PLS No. 3831
Pierson Land Surveys, P.C.
Jackson, WY

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Description of Parcel 17
of the
Seven Mile River Ranch
Sublette County, Wyoming

That part of the SW¼ of Section 29, the SE¼ of Section 30, and the NW¼ of Section 32, T34N, R110W, 6th P.M., Sublette County, Wyoming, more particularly described as follows;

BEGINNING at the ¼ corner common to said Sections 29 and 32 where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE along the east line of said NW¼, S 00°51'02"E, 773.02 feet to a witness corner (wc) set on the north bank of the Green River;

THENCE continuing along said east line 80 feet more or less to the main thread of the Green River;.

THENCE following said main thread upstream in a westerly direction 2200 feet more or less to a point referenced by a witness corner (wc) set on the north bank of the Green River, said witness corner (wc) bears N 19°51'27"W, 87 feet more or less from said main thread and S 75°23'26"W, 2142.99 feet from said ¼ corner;

THENCE from said witness corner (wc) N 19°51'27"W, 3176.15 feet to an intersection with the southerly right-of-way line of U.S. Highway 191;

THENCE continuing N 19°51'29"W, 164.16 feet to an intersection with the north line of said SE¼;

THENCE along said north line N 89°03'29"E, 597.15 feet to the east ¼ corner of said Section 30 where is found a stone monument as described in a Wyoming Corner Record;

THENCE along the east line of said SE¼, S 00°52'37"W, 105.21 feet to an intersection with the centerline of said U.S.Highway 191 at station 179+28.53;

THENCE along said centerline S 85°37'38"E, 1352.57 feet to the beginning of a circular curve to the right at station 192+81.07;

THENCE along said curve having a radius of 5729.58 feet and an arc length of 1311.26 feet, being subtended by a chord of S 79°04'00"E, 1308.40 feet to an intersection with the east line of said SW¼;

THENCE along said east line S 00°33'07"W, 104.62 feet to an intersection with said southerly right-of-way line;

THENCE continuing S 00°33'07"W, 722.18 feet to the center-south 1/16 corner of said Section 29 where is found a 1½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE continuing along said east line S 00°32'10"W, 1327.81 feet to the **POINT OF BEGINNING**;

EXCEPTING the following described Lopez tract being part of the SW¼ of Section 29 and more particularly described as follows;

BEGINNING at a point of curvature on the southerly right-of-way line of said U.S. Highway 191 at station 192+81.07, marked by a 6"x6" square concrete post with an imbedded brass cap inscribed "WYOMING HWY DEPT";

THENCE following said right-of-way line along a curve to the right having a radius of 5629.58 feet and an arc length of 25.16 feet, being subtended by a chord of S 85°29'42"E, 25.16 feet to a point;

THENCE S 01°15'47"W, 348.66 feet to a 1½ inch diameter aluminum cap stamped "RIO VERDE ENGINEERING PLS 3054";

THENCE N 89°02'38"W, 590.11 feet to a 1½ inch diameter aluminum cap stamped "RIO VERDE ENGINEERING PLS 3054";

THENCE N 00°48'29"E, 384.12 feet to an intersection with said southerly right-of-way line;

THENCE S 85°37'38"E, 568.87 feet to the **POINT OF BEGINNING**.;

Said Lopez tract **ENCOMPASSES** an area of 4.98 acres more or less.

Said Parcel **ENCOMPASSES** an area of 190 acres, more or less;

AND SUBJECT TO that Right-of Way easement for U.S. Highway 191 described in that instrument of record in said Office of the Clerk in Book 5 of Miscellaneous, Page 320.

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record, including those easements for roads and parking to be recorded in the Office of the Clerk of Sublette County, Wyoming, those easement for trails to be recorded in said Office, and those easements for utilities to be recorded in said Office.

The above described points and intersections being marked by a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS 3831"

AS SHOWN on that MAP OF SURVEY titled "SEVEN MILE RIVER RANCH" recorded in said Office in Book 69 Miscellaneous, page 37.

Scott Pierson
Wyoming PLS No. 3831
Pierson Land Surveys, P.C.
Jackson, WY

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Description of Parcel 18
of the
Seven Mile River Ranch
Sublette County, Wyoming

That part of the SW¼ of Section 29, the NE¼ and the SE¼ of Section 30, the N½ of Section 31, and the NW¼ of Section 32, T34N, R110W, 6th P.M., Sublette County, Wyoming, more particularly described as follows;

BEGINNING at the ¼ corner common to said Section 30 and said Section 31 where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE along the west line of said SE¼, N 01°26'53"E, 2646.51 feet to the center ¼ corner of said Section 30, where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE N 01°28'02"E, 36.67 feet to an intersection with the southerly right-of-way line of U.S. Highway 191;

THENCE along said southerly right-of-way line S 85°37'38"E, 395.60 feet to an intersection with the north line of said SE¼;

THENCE along said north line N 89°03'29"E, 1616.16 feet to a point;

THENCE departing said north line S 19°51'29"E, 164.16 feet to an intersection with said southerly right-of-way line;

THENCE S 19°51'27"E, 3176.15 feet to a witness corner (wc) set on the north bank of the Green River;

THENCE continuing S 19°51'29"E, 87 feet more or less to the main thread of the Green River;

THENCE following said main thread upstream in a southwesterly direction 1500 feet more or less to an intersection with the east line of said N½;

THENCE following said main thread upstream in a westerly direction 4600 feet more or less to a point referenced by a witness corner (wc) set on the north bank of the Green River, said witness corner (wc) bears N 40°48'14"W, 117 feet more or less from said point;

THENCE from said witness corner (wc) N 16°55'20"E, 985.66 feet to **THE POINT OF BEGINNING**;

Said Parcel **ENCOMPASSES** an area of 260 acres, more or less;

AND SUBJECT TO that Right-of Way easement for U.S. Highway 191 described in that instrument of record in said Office of the Clerk in Book 5 of Miscellaneous, Page 320.

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record, including those easements for roads and parking to be recorded in the Office of the Clerk of Sublette County, Wyoming, those easement for trails to be recorded in said Office, and those easements for utilities to be recorded in said Office.

The above described points and intersections being marked by a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS 3831";

AS SHOWN on that MAP OF SURVEY titled "SEVEN MILE RIVER RANCH" recorded in said Office in Book 69 Miscellaneous, page 37.

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Pierson Land Surveys, P.C.
Jackson, WY

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Description of Parcel 19
of the
Seven Mile River Ranch
Sublette County, Wyoming

That part of the N½ and the SW¼ of Section 31, T34N, R110W, and the NE¼SE¼ of Section 36, T34N, R111W, 6th P.M., Sublette County, Wyoming, more particularly described as follows;

BEGINNING at the ¼ corner common to said Section 31 and said Section 36 where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;

THENCE along the north line of said NE¼SE¼, S 89°47'27"W, 128.87 feet more or less to the main thread of the Green River,
THENCE following said main thread downstream in a southeasterly direction 600 feet more or less;
THENCE following said main thread downstream in a northeasterly direction 1000 feet more or less;
THENCE following said main thread downstream in a northwesterly direction 1000 feet more or less;
THENCE following said main thread downstream in a northeasterly direction 700 feet more or less;
THENCE following said main thread downstream in an easterly direction 400 feet more or less;
THENCE following said main thread downstream in a southeasterly direction 1300 feet more or less;
THENCE following said main thread downstream in a northeasterly direction 1100 feet more or less to a point referenced by a witness corner (wc) set on the north bank of the Green River, said witness corner (wc) bears N 40°48'14"W, 117 feet from said point;
THENCE from said centerline N 40°48'14"W, 117 feet to said witness corner:
THENCE from said witness corner N 40°48'14"W, 602.92 feet to a point;
THENCE N 16°55'20"E, 985.66 feet to the ¼ corner common to said Section 31 and Section 30, T34N, R110W, where is found a 2½ inch diameter aluminum cap inscribed as described in a Wyoming Corner Record;
THENCE S 78°19'56"W, 35.42 feet;
THENCE along an existing fence line through the following courses,
S 88°15'39"W, 196.09 feet;
THENCE S 89°09'10"W, 481.88 feet;
THENCE S 88°47'32"W, 326.62 feet;
THENCE S 62°01'06"W, 344.90 feet;
THENCE N 44°03'40"W, 220.01 feet;
THENCE S 86°39'04"W, 694.55 feet;
THENCE S 37°15'40"W, 164.84 feet;
THENCE S 72°03'49"W, 94.58 feet to an intersection with the west line of Section 31;
THENCE continuing S 72°03'49"W, 87.21 feet;
THENCE S 00°59'15"E, 1686.97 feet;
THENCE S 22°51'06"E, 128.23 feet to an intersection with said west line;
THENCE along said west line, S 00°07'42"W, 585.96 feet to **THE POINT OF BEGINNING;**

Said Parcel **ENCOMPASSES** an area of 115 acres, more or less;

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record, including those easements for roads and parking to be recorded in the Office of the Clerk of Sublette County, Wyoming, those easement for trails to be recorded in said Office, and those easements for utilities to be recorded in said Office.

The above described points and intersections being marked by a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS 3831".

AS SHOWN on that MAP OF SURVEY titled "SEVEN MILE RIVER RANCH" recorded in said Office in Book 69 Miscellaneous, page 37.

Scott Pierson
Wyoming PLS No. 3831
Pierson Land Surveys, P.C.
Jackson, WY

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Description of Parcel 20
of the
Seven Mile River Ranch
Sublette County, Wyoming

That part of the SE¼SE¼ of Section 29, T34N, R110W, 6th P.M., Sublette County, Wyoming, more particularly described as follows;

BEGINNING at the south 1/16 corner common to said Section 29 and Section 28, T34N, R110W, where is found a 1½ inch diameter aluminum cap stamped as described in a Wyoming Corner Record;

THENCE along the east line of said SE¼SE¼, S 00°23'59"E, 452.45 feet to an intersection with the northerly right-of way line of U.S. Highway 191 marked by a 6"x6" square concrete post with an imbedded brass cap inscribed "WYOMING HWY DEPT";

THENCE continuing along said east line, S 00°23'59"E, 114.36 feet to an intersection with the centerline of U.S. Highway 191;

THENCE following said center line, N 60°34'53"W, 1117.38 feet to an intersection with the north line of said SE¼SE¼;

THENCE along said north line, N 88°56'53"E, 197.20 feet to an intersection with said northerly right-of way line;

THENCE continuing along said north line, N 88°56'53"E, 780.21 feet to the **POINT OF BEGINNING;**

Said Parcel **ENCOMPASSES** an area of 6 acres, more or less;

AND SUBJECT TO that Right-of Way easement for U.S. Highway 191 described in that instrument of record in said Office of the Clerk in Book 5 of Miscellaneous, Page 320.

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record, including those easements for roads and parking to be recorded in the Office of the Clerk of Sublette County, Wyoming, those easement for trails to be recorded in said Office, and those easements for utilities to be recorded in said Office.

The above described points and intersections being marked by a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS 3831".

AS SHOWN on that MAP OF SURVEY titled "SEVEN MILE RIVER RANCH" recorded in said Office in Book 69 Miscellaneous, page 37.

Scott Pierson
Wyoming PLS No. 3831
Pierson Land Surveys, P.C.
Jackson, WY

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LEGAL DESCRIPTION
of
ACCESS EASEMENTS
Seven Mile River Ranch
Sublette County, Wyoming

SEVEN MILE RIVER RANCH ROAD

A sixty (60.00) foot wide access easement following an existing gravel road across the SE¼SE¼ of Section 29, the N½NE¼ and N½NW¼ of Section 32, the N½NE¼, NW¼, and W½SW¼ of Section 31, T34N, R110W, and the S½SE¼ of Section 36, T34N, R111W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point on the southerly right-of-way line of U.S. Highway 191, said point being at Station 232+47.55 and bears N 20°43'07"W, 884.06 feet from the southeast corner of said Section 29;

THENCE departing said right-of-way line, S 26°45'08"W, 225.05 feet;
THENCE S 46°14'47"W, 106.63 feet;
THENCE S 79°08'55"W, 123.62 feet;
THENCE N 81°38'34"W, 212.63 feet;
THENCE S 81°27'49"W, 117.44 feet;
THENCE S 68°28'43"W, 110.22 feet;
THENCE S 28°23'22"W, 119.81 feet;
THENCE S 03°51'25"W, 221.63 feet;
THENCE S 07°42'08"W, 101.86 feet;
THENCE S 23°05'52"W, 106.22 feet to an intersection with the section line common to said Section 29 and said Section 32;
THENCE S 36°11'49"W, 223.49 feet;
THENCE S 29°30'36"W, 122.15 feet;
THENCE S 38°24'37"W, 364.57 feet;
THENCE S 59°28'46"W, 109.73 feet;
THENCE S 75°21'23"W, 106.58 feet;
THENCE S 81°19'45"W, 298.66 feet;
THENCE S 84°02'04"W, 222.21 feet;
THENCE N 85°46'51"W, 123.24 feet to an intersection with COOLEY BRIDGE ROAD (Road #5 to Parcel 10);
THENCE N 65°15'46"W, 157.96 feet;
THENCE N 47°38'22"W, 102.97 feet to an intersection with the quarter-section line of said Section 32, said line also being the line common to Parcel 16 and Parcel 17;
THENCE continuing N 47°38'22"W, 191.46 feet;
THENCE N 58°03'01"W, 114.17 feet;
THENCE N 72°45'05"W, 212.30 feet;
THENCE S 85°25'49"W, 69.41 feet;
THENCE S 73°09'37"W, 152.82 feet;
THENCE N 80°33'20"W, 112.98 feet;
THENCE N 65°18'17"W, 295.18 feet;
THENCE N 81°10'10"W, 80.63 feet;
THENCE S 78°28'09"W, 107.49 feet;
THENCE S 51°49'40"W, 455.97 feet;
THENCE N 89°17'20"W, 292.75 feet;
THENCE S 87°05'49"W, 223.17 feet to an intersection with the line common to said Parcel 17 and Parcel 18;
THENCE S 68°33'40"W, 593.72 feet to an intersection with the line common to said Section 31 and said Section 32;
THENCE N 71°22'26"W, 367.30 feet;
THENCE N 60°37'26"W, 248.52 feet;
THENCE S 88°37'23"W, 116.49 feet;

THENCE S 79°23'59"W, 537.95 feet;
THENCE S 87°36'30"W, 338.63 feet;
THENCE N 82°21'35"W, 459.48 feet;
THENCE S 80°57'04"W, 314.79 feet;
THENCE S 60°30'11"W, 454.73 feet;
THENCE S 42°56'38"W, 308.95 feet to an intersection with the line common to said Parcel 18 and Parcel 19;
THENCE S 51°51'47"W, 342.90 feet;
THENCE S 67°48'14"W, 99.80 feet to an intersection with EQUESTRIAN TRAIL B;
THENCE S 76°01'19"W, 332.88 feet;
THENCE N 77°40'51"W, 611.74 feet to an intersection with 19 POND LANE (Road #7 to casting pond A);
THENCE S 72°24'52"W, 290.36 feet;
THENCE S 53°45'04"W, 231.38 feet;
THENCE S 20°49'45"W, 439.29 feet to an intersection with LITTLE GREEN LEVEE ROAD (Road #8 to the Little Green River Levee);
THENCE S 00°29'08"E, 198.01 feet;
THENCE S 15°21'09"E, 637.97 feet;
THENCE S 07°28'10"E, 554.71 feet;
THENCE S 10°53'15"E, 170.80 feet to an intersection with CADDIS FLY ROAD (Road #13 to Parcel 9);
THENCE continuing S 10°53'15"E, 95.33 feet;
THENCE S 15°07'59"W, 179.03 feet;
THENCE S 15°36'30"E, 166.18 feet;
THENCE S 01°25'23"W, 72.37 feet to an intersection with FREMONT LANE (Road #12 to Parcel 9);
THENCE S 06°58'28"E, 228.46 feet;
THENCE S 61°20'58"W, 312.13 feet to an intersection with CUTTHROAT TROUT ROAD (Road #3 TO PARCEL 8);
THENCE S 56°46'00"W, 113.88 feet;
THENCE S 18°40'03"W, 82.81 feet;
THENCE S 17°49'50"W, 230.80 feet;
THENCE S 49°42'14"W, 83.67 feet to an intersection with the line common to said Section 31 and said Section 36, and with EQUESTRIAN TRAIL B;
THENCE S 67°00'17"W, 48.45 feet to an intersection with the line common to said Parcel 3 and Parcel 1;
THENCE S 49°17'31"W, 21.37 feet to an intersection with BULL TROUT ROAD (Road #10 to Parcel 4);
THENCE S 87°24'26"W, 25.07 feet;
THENCE S 89°39'35"W, 455.74 feet;
THENCE N 75°43'33"W, 600.40 feet;
THENCE S 63°51'22"W, 366.44 feet;
THENCE S 36°41'38"W, 144.92 feet to an intersection with the north line of that tract of land set out in a Warranty Deed to the Diocese of Cheyenne, recorded in the Office of the Clerk of Sublette County, October 14, 1937 in Book 3 of Deeds, page 335;
THENCE S 33°23'06"W, 59.88 feet to an intersection with the south line of said tract;
THENCE S 27°09'23"W, 58.03 feet to an intersection with the north line of that tract of land set out in a Patent to the Mount-Olivet-Cemetery Association, recorded in said Office, December 11, 1942 in Book 2 of Patents, page 264;
THENCE S 33°50'12"W, 201.68 feet to an intersection with the west line of said tract;
THENCE S 25°44'17"W, 258.77 feet to the terminus at an intersection with the south line of said Section 36, said point bears N 89°50'34"E, 994.44 feet from the 1/4 corner common to said Section 36 and Section 1, T33N, R111W;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with said southerly right-of-way of U.S. Highway 191 and the south line of said Section 36;

The above described angle points lying north or west of said SEVEN MILE RIVER RANCH ROAD being marked by a 5/8 inch diameter 24 inch long steel rebar with an aluminum cap stamped "PIERSON LAND SURVEYS PLS 3831".

CUTBOW ROAD (ROAD #2 TO PARCEL 13)

A sixty (60.00) foot wide access easement following an existing gravel road across the SE¼SE¼, SW¼SE¼, NW¼SE¼, and the N½SW¼ of Section 33, T34N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point on the northerly right-of-way line of Woods Wardell County Road No. 23-179, said point bears N 41°19'30"W, 1055.38 feet from the southeast corner of said Section 33 where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE departing said right-of-way line, N 39°04'06"W, 124.07 feet;
THENCE N 34°26'32"W, 267.72 feet;
THENCE N 56°27'53"W, 114.60 feet;
THENCE N 64°33'56"W, 275.64 feet;
THENCE N 72°03'40"W, 81.75 feet;
THENCE N 59°02'46"W, 111.41 feet;
THENCE N 63°51'33"W, 567.25 feet;
THENCE N 56°31'05"W, 85.53 feet;
THENCE N 42°23'50"W, 281.28 feet;
THENCE N 55°22'48"W, 106.56 feet;
THENCE N 65°44'38"W, 156.72 feet;
THENCE N 84°11'26"W, 142.40 feet;
THENCE S 85°37'33"W, 94.24 feet to an intersection with the line common to the SE¼ and the SW¼ of said Section 33;
THENCE continuing S 85°37'33"W, 97.01 feet;
THENCE S 79°28'54"W, 137.59 feet to the terminus at an intersection with the line common to Parcel 13 and Parcel 14, said point bears N 20°19'05"W, 702.69 feet from the center-south 1/16 corner of said Section 33;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with said northerly right-of-way line of Woods Wardell County Road No. 23-179 and with the line common to said Parcels 13 and 14;

The above described angle points lying north or west of said CUTBOW ROAD (Road #2 To Parcel 13) being marked by a 5/8 inch diameter 24 inch long steel rebar with an aluminum cap stamped "PIERSON LAND SURVEYS PLS 3831".

CUTTHROAT TROUT ROAD (ROAD #3 TO PARCEL 8)

A sixty (60.00) foot wide access easement following an existing gravel road across the SW¼ of Section 31, T34N, R110W, Lot 1, Lot 2, Lot 3, S½NE¼ of Section 6, T33N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point on the centerline of a 60.00 foot wide access easement for SEVEN MILE RIVER RANCH ROAD, said point bears N 13°26'35"E, 1108.67 feet from the corner common to said Section 31, Section 36, T 34N, R111W, Section 6, T33N, R110W, and Section 1, T33N, R111W where is found a stone as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE S 70°01'40"E, 587.50 feet;
THENCE S 35°31'21"E, 425.32 feet;
THENCE S 46°47'20"E, 571.27 feet;
THENCE S 69°14'47"E, 302.23 feet;
THENCE N 89°14'34"E, 82.69 feet;

THENCE N 74°20'32"E, 371.43 feet;
THENCE S 16°12'15"E, 128.47 feet to an intersection with the line common to said Section 31 and said Section 6;
THENCE S 18°34'26"E, 202.20 feet to an intersection with the line common to Parcel 3 and Parcel 4;
THENCE S 02°07'59"W, 205.84 feet;
THENCE S 08°08'50"E, 230.02 feet;
THENCE S 36°19'36"E, 224.28 feet;
THENCE S 70°39'05"E, 180.30 feet;
THENCE N 80°40'13"E, 238.47 feet;
THENCE N 66°32'27"E, 427.55 feet;
THENCE S 78°59'21"E, 724.84 feet;
THENCE S 28°35'30"E, 354.74 feet;
THENCE S 45°55'13"E, 267.02 feet to an intersection with the line common to said Parcel 4 and Parcel 5;
THENCE S 63°47'34"E, 34.61 feet to an intersection with the centerline of the 60.00 foot wide access easement for WIND VIEW ROAD (Road #14 to Parcel 6);
THENCE continuing S 63°47'34"E, 82.84 feet;
THENCE N 89°51'53"E, 147.34 feet;
THENCE N 63°53'39"E, 213.31 feet;
THENCE N 38°55'41"E, 216.95 feet to an intersection with STONE FLY ROAD (Road #4 to Poole Slough);
THENCE N 15°53'48"E, 134.08 feet to an intersection with the line common to said Parcel 5 and Parcel 7;
THENCE N 04°20'05"W, 79.59 feet to the terminus at an intersection with the line common to said Parcel 7 and Parcel 8, said point bears N 54°57'51"W, 267.54 feet from the north 1/16 corner common to said Section 5 and said Section 6;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with said centerline of the 60.00 foot wide easement for SEVEN MILE RIVER RANCH ROAD and with the line common to said Parcels 5 and 7;

The above described angle points lying north or west of said CUTTHROAT TROUT ROAD (Road #3 To Parcel 8) being marked by a 5/8 inch diameter 24 inch long steel rebar with an aluminum cap stamped "PIERSON LAND SURVEYS PLS 3831".

STONE FLY ROAD (ROAD #4 TO POOLE SLOUGH)

A sixty (60.00) foot wide access easement following an existing gravel road across the S½NE¼ of Section 6, S½NW¼, Lot 2, and Lot 3 of Section 5, T33N, R110W, SW¼SE¼ of Section 32, T34N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point on the centerline of the 60.00 foot wide access easement for CUTTHROAT TROUT ROAD (Road #3 To Parcel 8), said point bears S 11°15'18"W, 1120.69 feet from the corner common to said Section 32, said Section 5, said Section 6, and Section 31, T34N, R110W where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;
THENCE S 56°45'04"E, 24.48 feet;
THENCE S 86°49'19"E, 59.18 feet;
THENCE S 78°57'17"E, 121.45 feet;
THENCE S 55°53'08"E, 66.34 feet to an intersection with the line common to said Section 5 and said Section 6;
THENCE continuing S 55°53'08"E, 174.53 feet;
THENCE S 76°15'19"E, 167.19 feet;
THENCE S 62°05'47"E, 332.31 feet;
THENCE S 83°42'43"E, 244.59 feet;
THENCE N 83°09'11"E, 20.57 feet to an intersection with the line common to Parcel 7 and Parcel 5;

THENCE continuing N 83°09'11"E, 39.65 feet;
THENCE N 71°00'41"E, 119.40 feet;
THENCE N 56°31'07"E, 247.72 feet;
THENCE N 68°41'24"E, 189.62 feet;
THENCE N 48°05'04"E, 154.57 feet;
THENCE N 62°22'41"E, 235.41 feet;
THENCE N 50°42'28"E, 229.72 feet;
THENCE N 53°27'49"E, 243.61 feet;
THENCE N 39°28'50"E, 113.30 feet;
THENCE N 20°20'40"E, 208.38 feet;
THENCE N 34°26'31"E, 102.14 feet;
THENCE N 83°54'12"E, 307.24 feet to an intersection with the line common to the NE¼ and the NW¼ of said Section 5;
THENCE continuing N 83°54'12"E, 75.19 feet;
THENCE N 42°53'25"E, 27.77 feet;
THENCE N 03°24'31"E, 162.48 feet;
THENCE N 06°00'59"W, 77.83 feet;
THENCE N 16°16'43"E, 95.08 feet to an intersection with the line common to said Section 5 and said Section 32;
THENCE continuing N 16°16'43"E, 201.30 feet to the terminus, said point bears N 43°32'58"E, 269.63 feet from the 1/4 corner common to said Section 5 and said Section 32;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with said centerline of the 60.00 foot wide easement for CUTTHROAT TROUT ROAD (Road #3 To Parcel 8);

The above described angle points lying north or west of said STONE FLY ROAD (Road #4 to Poole Slough) being marked by a 5/8 inch diameter 24 inch long steel rebar with an aluminum cap stamped "PIERSON LAND SURVEYS PLS 3831".

COOLEY BRIDGE ROAD (ROAD #5 TO PARCEL 10)

A sixty (60.00) foot wide access easement following an existing gravel road across the W½NE¼, SE¼NW¼, NE¼SW¼ of Section 32, T34N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point on the centerline of the 60.00 foot wide access easement for the SEVEN MILE RIVER RANCH ROAD, said point bears S 18°23'40"E, 721.61 feet from the ¼ corner common to said Section 32 and Section 29, T34N, R110W, where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;
THENCE S 14°09'37"E, 58.96 feet;
THENCE S 16°52'07"W, 123.12 feet to an intersection with the main thread of the Green River and the line common to Parcel 11 and Parcel 16;
THENCE continuing S 16°52'07"W, 81.67 feet along a line to a point, said point being the beginning of a 95.00 foot wide parking and access easement lying 30.00 feet westerly and 65.00 feet easterly of said line;
THENCE continuing S 16°52'07"W, 81.10 feet to a point, said point being the end of said parking and access easement;
THENCE along the centerline of said 60.00 foot wide access easement S 00°41'30"W, 56.67 feet;
THENCE S 14°39'42"E, 221.08 feet;
THENCE S 24°16'38"W, 64.54 feet;
THENCE S 49°03'11"W, 219.55 feet to an intersection with the line common to the NE¼ and the NW¼ of said Section 32;
THENCE continuing S 49°03'11"W, 157.54 feet;
THENCE S 15°26'12"W, 120.48 feet;
THENCE S 02°02'15"W, 182.96 feet;
THENCE S 05°14'49"E, 170.63 feet to an intersection with RAINBOW TROUT TRAIL (Road #6 To Parcel 12);

THENCE S 08°46'38"E, 106.97 feet;
THENCE S 00°58'26"E, 110.54 feet;
THENCE S 18°31'07"W, 54.42 feet;
THENCE S 44°19'08"W, 124.52 feet;
THENCE S 57°43'03"W, 459.99 feet to an intersection with the line common to said NW¼ and the SW¼ of said Section 32;
THENCE continuing S 57°43'03"W, 56.69 feet to the terminus at an intersection with the line common to Parcel 10 and said Parcel 11, said point bears S 86°46'44"W, 683.24 feet from the center 1/4 corner of said Section 32;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with said centerline of the 60.00 foot wide easement for SEVEN MILE RIVER RANCH ROAD and with the line common to said Parcels 10 and 11;

The above described angle points lying north or west of said COOLEY BRIDGE ROAD (Road #5 To Parcel 10) being marked by a 5/8 inch diameter 24 inch long steel rebar with an aluminum cap stamped "PIERSON LAND SURVEYS PLS 3831".

RAINBOW TROUT TRAIL (ROAD #6 TO PARCEL 12)

A sixty (60.00) foot wide access easement following an existing gravel road across the W½NE¼ and the SE¼NW¼ of Section 32, T34N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point on the centerline of the 60.00 foot wide access easement for COOLEY BRIDGE ROAD (Road #5 To Parcel 10), said point bears N 14°59'49"W, 615.46 feet from the center ¼ corner of said Section 32 where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;
THENCE N 88°00'26"E, 150.46 feet to the quarter-section line common to the NW¼ and the NE¼ of said Section 32;
THENCE continuing N 88°00'26"E, 123.50 feet;
THENCE N 71°15'14"E, 199.70 feet;
THENCE N 11°24'05"W, 933.45 feet;
THENCE S 48°28'25"E, 1011.94 feet to the terminus at an intersection with the line common to Parcel 11 and Parcel 12, said point bears N 26°52'23"W, 1003.73 feet from the center-east 1/16 corner of said Section 32;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with said centerline of the 60.00 foot wide easement for COOLEY BRIDGE ROAD (Road #5 To Parcel 10) and with the line common to said Parcels 11 and 12;

The above described angle points lying north or west of said RAINBOW TROUT TRAIL (Road #6 To Parcel 12) being marked by a 5/8 inch diameter 24 inch long steel rebar with an aluminum cap stamped "PIERSON LAND SURVEYS PLS 3831".

19 POND LANE (ROAD #7 TO CASTING POND A)

A sixty (60.00) foot wide access easement following an existing gravel road across the NW¼NW¼ of Section 31, T34N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point on the centerline of the 60.00 foot wide access easement for the SEVEN MILE RIVER RANCH ROAD, said point bears N 29°02'29"E, 1706.68 feet from the ¼ corner common to said Section 31 and Section 36, T34N, R111W where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;
THENCE N 32°15'01"W, 441.58 feet;
THENCE N 60°43'14"W, 85.90 feet to the terminus, said point bears S 35°25'21"E, 883.45 feet from the northwest corner of said Section 31;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with said centerline of the 60.00 foot wide easement for SEVEN MILE RIVER RANCH ROAD;

The above described angle points lying north or west of said 19 POND LANE (Road #7 to casting pond A) being marked by a 5/8 inch diameter 24 inch long steel rebar with an aluminum cap stamped "PIERSON LAND SURVEYS PLS 3831".

LITTLE GREEN LEVEE ROAD (ROAD #8 TO THE LITTLE GREEN RIVER LEVEE)

A sixty (60.00) foot wide access easement following an existing gravel road across the SW¼NW¼ of Section 31, T34N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point on the centerline of the 60.00 foot wide access easement for SEVEN MILE RIVER RANCH ROAD, said point bears N 13°41'56"E, 882.07 feet from the ¼ corner common to said Section 31 and Section 36, T34N, R111W where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE S 42°12'25"W, 308.85 feet to the terminus at an intersection with the west line of Parcel 19, said point bears N 00°07'42"E, 628.21 feet from said ¼ corner;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with said centerline of the 60.00 foot wide easement for SEVEN MILE RIVER RANCH ROAD and the west line of said Parcel 19;

The above described angle points lying north or west of said LITTLE GREEN LEVEE ROAD (Road #8 to the Little Green River Levee) being marked by a 5/8 inch diameter 24 inch long steel rebar with an aluminum cap stamped "PIERSON LAND SURVEYS PLS 3831".

HEADQUARTERS LANE (ROAD #9 TO PARCEL 2)

A sixty (60.00) foot wide access easement following an existing gravel road across the E½SE¼ of Section 36, T34N, R111W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point on the centerline of the 60.00 foot wide access easement for SEVEN MILE RIVER RANCH ROAD, said point bears N 07°37'53"W, 635.22 feet from the corner common to said Section 36, Section 31, T34N, R110W, Section 6, T33N, R110W, and Section 1, T33N, R111W where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE N 47°10'22"W, 705.02 feet;

THENCE N 49°43'44"W, 435.68 feet to the terminus at an intersection with the line common to Parcel 1 and Parcel 2, said point bears N 33°53'07"W, 1674.96 feet from said section corner;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with said centerline of the 60.00 foot wide easement for the SEVEN MILE RIVER RANCH ROAD and the line common to said Parcels 1 and 2;

The above described angle points lying north or west of said HEADQUARTERS LANE (Road #9 to Parcel 2) being marked by a 5/8 inch diameter 24 inch long steel rebar with an aluminum cap stamped "PIERSON LAND SURVEYS PLS 3831".

BULL TROUT ROAD (ROAD #10 TO PARCEL 4)

A sixty (60.00) foot wide access easement following an existing gravel road across the SE¼ SE¼ of Section 36, T34N, R111W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point on the centerline of the 60.00 foot wide access easement for SEVEN MILE RIVER RANCH ROAD, said point bears N 05°22'20"W, 633.51 feet from the

corner common to said Section 36, Section 31, T34N, R110W, Section 6, T33N, R110W, and Section 1, T33N, R111W where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE S 51°58'39"E, 76.95 feet to the terminus at an intersection with the line common to Parcel 1 and Parcel 4, said point bears N 00°07'42"W, 583.33 feet from said section corner;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with said centerline of the 60.00 foot wide easement for SEVEN MILE RIVER RANCH ROAD and the line common to said Parcels 1 and 4;

The above described angle points lying north or west of said BULL TROUT ROAD (Road #10 to Parcel 4) being marked by a 5/8 inch diameter 24 inch long steel rebar with an aluminum cap stamped "PIERSON LAND SURVEYS PLS 3831".

MULE DEER LANE (ROAD #11 TO PARCEL 6)

A sixty (60.00) foot wide access easement following an existing gravel road across the SW¼ SE¼ of Section 6, T33N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point on the west line of Parcel 5, said point bears N 00°31'24"W, 331.16 feet from the ¼ corner common to said Section 6, and Section 7 T33N, R110W where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE N 61°11'56"E, 98.38 feet;
THENCE N 87°27'16"E, 161.95 feet;
THENCE S 69°12'08"E, 361.67 feet;
THENCE S 53°03'25"E, 424.25 feet to an intersection with the line common to said Section 6 and said Section 7;
THENCE S 42°22'00"E, 444.33 feet;
THENCE S 31°25'29"E, 214.21 feet to the terminus at an intersection with the west line of Parcel 6, said point bears S 00°10'45"E, 512.12 feet from east 1/16 corner common to said Section 6 and said Section 7;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with said west line of Parcel 5 and the west line of said Parcel 6;

The above described angle points lying north or west of said MULE DEER LANE (Road #11 to Parcel 6) being marked by a 5/8 inch diameter 24 inch long steel rebar with an aluminum cap stamped "PIERSON LAND SURVEYS PLS 3831".

FREMONT LANE (ROAD #12 TO PARCEL 9)

A sixty (60.00) foot wide access easement across the NW¼ SW¼ of Section 31, T34N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point on the centerline of the 60.00 foot wide access easement for SEVEN MILE RIVER RANCH ROAD, said point bears N 19°06'22"E, 1539.52 feet from the corner common to said Section 36, Section 31, T34N, R110W, Section 6, T33N, R110W, and Section 1, T33N, R111W where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE N 89°39'49"E, 115.70 feet;
THENCE S 83°29'13"E, 87.79 feet;
THENCE N 83°09'20"E, 417.44 feet;
THENCE N 07°06'01"E, 271.14 feet;
THENCE N 69°17'45"E, 91.34 feet;
THENCE N 81°06'46"E, 246.77 feet to the terminus at an intersection with the west line

of Parcel 9, said point bears S 61°47'34"E, 1677.38 feet from 1/4 corner common to said Section 36 and said Section 31;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with the easterly line of the 60.00 foot wide easement for SEVEN MILE RIVER RANCH ROAD and the west line of said Parcel 9;

The above described angle points lying north or west of said FREMONT LANE (Road #12 to Parcel 9) being marked by a 5/8 inch diameter 24 inch long steel rebar with an aluminum cap stamped "PIERSON LAND SURVEYS PLS 3831".

CADDIS FLY ROAD (ROAD #13 TO PARCEL 9)

A sixty (60.00) foot wide access easement following an existing two-track road across the N½SW¼ and the S½NW¼ of Section 31, T34N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point on the centerline of the 60.00 foot wide access easement for SEVEN MILE RIVER RANCH ROAD, said point bears S 35°40'33"E, 829.65 feet from the ¼ corner common to said Section 31, and Section 36, T34N, R111W where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE N 62°36'24"E, 339.18 feet;
THENCE N 39°40'08"E, 247.99 feet;
THENCE N 19°11'30"E, 277.56 feet;
THENCE N 24°56'33"E, 397.87 feet;
THENCE N 79°26'00"E, 166.55 feet;
THENCE S 81°10'32"E, 113.47 feet to the terminus at an intersection with the line common to Parcel 9 and Parcel 3, said point bears N 78°11'32"E, 1510.14 feet from said ¼ corner;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with the easterly line of the 60.00 foot wide easement for SEVEN MILE RIVER RANCH ROAD and the west line of said Parcel 9;

The above described angle points lying north or west of said CADDIS FLY ROAD (Road #13 to Parcel 9) being marked by a 5/8 inch diameter 24 inch long steel rebar with an aluminum cap stamped "PIERSON LAND SURVEYS PLS 3831".

WIND VIEW ROAD (ROAD #14 TO PARCEL 6)

A sixty (60.00) foot wide access easement across the S½NE¼ and the W½SE¼ of Section 6, NW¼NE¼ and the NE¼NE¼ of Section 7, T33N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point on the centerline of the 60.00 foot wide access easement for CUTTHROAT TROUT ROAD (Road #3 To Parcel 8), said point bears N 38°37'21"W, 1343.89 feet from the ¼ corner common to said Section 6, and Section 5 T33N, R110W where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE along a line 30.00 feet southerly of the line common to Parcel 4 and Parcel 5, S 56°07'04"W, 1802.50 feet;
THENCE S 06°06'30"W, 68.72 feet;
THENCE along an existing two-track road, S 68°30'24"E, 159.98 feet;
THENCE along said road, S 47°32'42"E, 57.17 feet to an intersection with the line common to the NE¼ and the SE¼ of said Section 6;
THENCE continuing, S 47°32'42"E, 58.92 feet;
THENCE along said road, S 38°44'02"E, 122.08 feet;
THENCE along said road, S 16°34'49"E, 280.70 feet;
THENCE along said road, S 09°06'52"E, 487.41 feet;
THENCE along said road, S 12°04'31"W, 170.60 feet;

THENCE along said road, S 00°30'20"E, 217.58 feet;
THENCE along said road, S 08°17'08"W, 402.14 feet;
THENCE along said road, S 15°18'51"W, 88.41 feet;
THENCE S 06°03'02"E, 479.94 feet;
THENCE S 28°21'16"E, 291.72 feet to an intersection with the centerline of the 60.00 foot wide access easement for MULE DEER LANE (Road #11 to Parcel 6);
THENCE S 53°03'25"E, 91.49 feet to an intersection with the line common to said Section 6 and said Section 7;
THENCE S 42°22'00"E, 444.33 feet;
THENCE S 31°25'29"E, 214.21 feet to the terminus at an intersection with the west line of Parcel 6, said point bears S 00°10'45"E, 512.12 feet from east 1/16 corner common to said Section 6 and said Section 7;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with the southerly line of the 60.00 foot wide access easement for CUTTHROAT TROUT ROAD (Road #3 to Parcel 8) and the west line of said Parcel 6;

The above described angle points lying north or west of said WIND VIEW ROAD (Road #14 to Parcel 6) being marked by a 5/8 inch diameter 24 inch long steel rebar with an aluminum cap stamped "PIERSON LAND SURVEYS PLS 3831".

FAILER CREEK ROAD (ROAD #15 TO FAILER CREEK)

A sixty (60.00) foot wide access easement across the NW¼SW¼ of Section 29, T34N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point on the southerly right-of-way line of U.S. Highway, said point bears S 64°27'13"E, 566.30 feet from the 1/4 corner common to said Section 29 and Section 30, T34N, R110W where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;
THENCE S 04°00'52"W, 258.69 feet;
THENCE S 23°17'41"W, 115.19 feet to the terminus, said point bears S 36°20'13"E, 754.85 feet from said 1/4 corner;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with the southerly right-of-way line of U.S. Highway 191;

The above described angle points lying north or west of said FAILER CREEK ROAD (Road #15 to Failer Creek) being marked by a 5/8 inch diameter 24 inch long steel rebar with an aluminum cap stamped "PIERSON LAND SURVEYS PLS 3831".

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record.

ALL AS SHOWN on that MAP OF SURVEY titled "SEVEN MILE RIVER RANCH" to be recorded in said Office.

Scott Pierson
Wyoming PLS No. 3831
Pierson Land Surveys, P.C.
Jackson, WY

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LEGAL DESCRIPTION
of
UTILITY EASEMENTS
Seven Mile River Ranch
Sublette County, Wyoming

MAIN POWER LINE

A thirty (30.00) foot wide utility easement for an underground power cable across the SE¼SE¼ of Section 29, NE¼NE¼, N½NE¼, NW¼ of Section 32, N½NE¼, N½NW¼, W½SW¼ of Section 31, T34N, R110W, SE¼SE¼ of Section 36, T34N, R111W, Lot 3, Lot 4, SE¼NW¼, SW¼NE¼, W½SE¼ of Section 6, NW¼NE¼, NE¼NE¼ of Section 7, T33N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point southerly 7 feet more or less from the southerly right-of-way line of U.S. Highway 191 where is found a power transformer, said point bears N 23°18'46"W, 923.61 feet from the corner common to Section 28, Section 29, Section 32, and Section 33, T34N, R110W where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE S 05°27'05"W, 93.39 feet;
THENCE S 24°23'15"W, 120.59 feet;
THENCE S 03°32'45"E, 27.59 feet to an intersection with the centerline of a 60.00 foot wide access easement for Seven Mile River Ranch Road;
THENCE continuing S 03°32'45"E, 143.42 feet;
THENCE S 41°12'08"W, 85.37 feet;
THENCE N 74°09'31"W, 144.67 feet;
THENCE N 48°12'53"W, 100.07 feet;
THENCE N 78°32'30"W, 136.01 feet;
THENCE S 75°30'09"W, 223.67 feet;
THENCE S 34°38'38"W, 75.53 feet;
THENCE S 03°28'34"W, 379.86 feet;
THENCE S 77°58'56"W, 40.35 feet;
THENCE S 33°07'45"W, 19.88 feet to an intersection with said centerline;
THENCE continuing S 33°07'45"W, 53.57 feet to an intersection with the line common to said Section 29 and said Section 32;
THENCE continuing S 33°07'45"W, 244.36 feet;
THENCE S 38°15'44"W, 451.83 feet;
THENCE S 70°24'59"W, 212.07 feet;
THENCE S 82°05'05"W, 362.60 feet to a power transformer;
THENCE S 86°19'16"W, 226.22 feet to an intersection with the centerline of a 30.00 foot wide utility easement for the power line to Parcel 10;
THENCE N 80°42'58"W, 133.08 feet;
THENCE N 47°48'53"W, 183.16 feet to an intersection with the line common to Parcel 16 and Parcel 17;
THENCE continuing N 47°48'53"W, 232.23 feet;
THENCE N 68°59'21"W, 165.95 feet;
THENCE S 87°10'14"W, 295.96 feet;
THENCE S 63°07'24"W, 518.94 feet;
THENCE N 88°23'49"W, 221.36 feet to a power transformer;
THENCE continuing N 88°23'49"W, 47.90 feet;
THENCE N 70°58'45"W, 213.15 feet;
THENCE N 89°54'20"W, 521.74 feet;
THENCE S 67°15'52"W, 24.84 feet to an intersection with the line common to said Parcel 17 and Parcel 18;
THENCE continuing S 67°15'52"W, 555.60 feet;
THENCE N 76°45'01"W, 35.89 feet;
THENCE continuing N 76°45'01"W, 261.43 feet;

THENCE N 61°18'00"W, 364.73 feet;
THENCE S 79°52'57"W, 322.95 feet;
THENCE N 89°56'44"W, 94.65 feet to a power transformer;
THENCE S 84°17'13"W, 612.78 feet;
THENCE N 78°44'35"W, 383.61 feet;
THENCE S 79°39'10"W, 366.31 feet;
THENCE S 62°15'20"W, 363.57 feet;
THENCE S 34°19'13"W, 83.57 feet to an intersection with the centerline of a 60.00 foot wide access easement for Seven Mile River Ranch Road;
THENCE continuing S 34°19'13"W, 152.50 feet;
THENCE S 48°20'09"W, 168.09 feet to an intersection with the line common to said Parcel 18 and Parcel 19;
THENCE continuing S 48°20'09"W, 363.14 feet;
THENCE S 76°28'06"W, 47.26 feet to a power transformer;
THENCE continuing S 76°28'06"W, 24.77 feet to an intersection with the centerline of a 40.00 foot wide strip for a 10.00 foot wide easement for equestrian trail B;
THENCE continuing S 76°28'06"W, 404.88 feet;
THENCE N 76°10'44"W, 617.93 feet;
THENCE S 65°10'47"W, 384.93 feet;
THENCE S 31°10'42"W, 331.16 feet;
THENCE S 10°23'21"W, 206.26 feet;
THENCE S 02°45'34"E, 178.25 feet to a power transformer;
THENCE S 08°29'33"E, 169.21 feet to an intersection with the centerline of a 60.00 foot wide access easement for Seven Mile River Ranch Road;
THENCE continuing S 08°29'33"E, 162.63 feet;
THENCE S 12°54'00"E, 397.98 feet;
THENCE S 31°48'47"E, 54.01 feet to an intersection with said centerline;
THENCE continuing S 31°48'47"E, 276.08 feet;
THENCE S 07°54'18"W, 144.35 feet to an intersection with the main thread of the Green River, said thread also being the line common to Parcel 3 and said Parcel 19;
THENCE continuing S 07°54'18"W, 128.49 feet to a power transformer;
THENCE S 01°55'05"E, 268.98 feet;
THENCE S 09°53'17"W, 137.48 feet;
THENCE S 22°13'54"E, 166.56 feet;
THENCE S 04°04'43"E, 223.88 feet;
THENCE S 60°42'51"W, 334.62 feet to an intersection with the centerline of a 60.00 foot wide access easement for Cutthroat Trout Road(Road #3);
THENCE continuing S 60°42'51"W, 126.61 feet to a power transformer;
THENCE S 82°36'28"W, 17.19 feet to an intersection with the centerline of a 60.00 foot wide access easement for Seven Mile River Ranch Road;
THENCE continuing S 82°36'28"W, 13.54 feet to an intersection with the centerline of a 30.00 foot wide utility easement for power line to Parcel 2;
THENCE S 25°49'08"W, 281.36 feet;
THENCE S 65°42'26"W, 22.85 feet to an intersection with the line common to Section 31 and Section 36;
THENCE continuing S 65°42'26"W, 91.74 feet to a power transformer;
THENCE S 22°16'45"E, 33.42 feet to an intersection with the line common to Parcel 1 and said Parcel 3;
THENCE continuing S 22°16'45"E, 38.91 feet to an intersection with the centerline of a 60.00 foot wide access easement for Seven Mile River Ranch Road;
THENCE continuing S 22°16'45"E, 12.45 feet to an intersection with the centerline of a 60.00 foot wide access easement for Bull Trout Road (Road #10);
THENCE continuing S 22°16'45"E, 25.48 feet;
THENCE S 47°16'53"E, 56.38 feet to an intersection with the line common to said Parcel 1 and Parcel 4;
THENCE continuing S 47°16'53"E, 822.58 feet to an intersection with the line common to said Section 31 and said Section 6;
THENCE continuing S 47°16'53"E, 79.77 feet;

THENCE S 40°29'49"E, 622.80 feet;
THENCE S 35°54'11"E, 202.58 feet;
THENCE continuing S 35°54'11"E, 640.18 feet to a power transformer;
THENCE S 31°42'42"E, 60.59 feet;
THENCE continuing S 31°42'42"E, 174.16 feet;
THENCE S 34°05'18"E, 840.04 feet;
THENCE S 67°26'22"E, 385.59 feet to an intersection with the line common to the SE¼NW¼ and the SW¼NE¼ of said Section 6;
THENCE continuing S 67°26'22"E, 246.68 feet to an intersection with the line common to said Parcel 4 and Parcel 5;
THENCE continuing S 67°26'22"E, 76.61 feet to a power transformer;
THENCE continuing S 67°26'22"E, 221.85 feet;
THENCE S 35°04'02"E, 10.57 feet to an intersection with the line common to the NE¼ and the SE¼ of said Section 6;
THENCE continuing S 35°04'02"E, 255.93 feet;
THENCE S 10°53'44"E, 681.84 feet;
THENCE S 10°44'20"W, 200.67 feet;
THENCE S 00°13'55"W, 247.09 feet;
THENCE S 09°24'45"W, 478.60 feet;
THENCE S 06°18'29"E, 442.66 feet;
THENCE S 28°53'46"E, 263.84 feet;
THENCE S 42°08'11"E, 107.44 feet to an intersection with the south line of Parcel 5;
THENCE continuing S 42°08'11"E, 489.74 feet;
THENCE S 32°44'51"E, 209.03 feet to the terminus at an intersection with the west line of Parcel 6, said point bears S 00°10'45"E, 540.09 feet from the east 1/16 corner common to said Section 6 and said Section 7;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points;

POWER LINE TO PARCEL 2

A thirty (30.00) foot wide utility easement for an underground power cable across the SW¼ SW¼ of Section 31, T34N, R110W, and the E½SE¼ of Section 36, T34N, R111W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point along the centerline of the 30.00 foot wide utility easement for the main power line, said point bears N 08°14'00"E, 1012.60 feet from the southeast corner of Section 36, T34N, R110W, where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;
THENCE N 44°33'02"W, 203.04 feet to an intersection with the line common to Section 36 and Section 31;
THENCE continuing N 44°33'02"W, 258.19 feet to a power transformer;
THENCE N 47°44'29"W, 311.78 feet;
THENCE N 81°59'11"W, 162.25 feet;
THENCE S 75°45'01"W, 376.65 feet to an intersection with the line common to Parcel 2 and Parcel 3;
THENCE S 66°01'34"W, 19.32 feet to the terminus at a power transformer, said point bears N 33°04'46"W, 1745.49 feet from the southeast corner of said Section 36;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with the west line of the 30.00 foot wide utility easement for the main power line;

POWER LINE ACROSS PARCEL 5

A thirty (30.00) foot wide utility easement for an underground power cable across the S½NE¼ of Section 6, T33N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point along the centerline of the 30.00 foot wide utility easement for the main power line where is found a power transformer, said point bears N 67°36'35"E, 320.46 feet from the center ¼ corner of said Section 6, where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE N 06°06'30"E, 106.99 feet;
THENCE N 56°58'54"E, 542.20 feet;
THENCE N 62°24'07"E, 649.19 feet;
THENCE N 64°06'14"E, 511.34 feet;
THENCE N 71°45'38"E, 277.31 feet;
THENCE N 60°55'29"E, 277.00 feet;
THENCE N 42°24'57"E, 109.11 feet;
THENCE N 01°31'03"E, 61.67 feet to an intersection with the centerline of a 60.00 foot wide access easement for Cutthroat Trout Road(Road #3);
THENCE N 02°35'34"E, 20.04 feet to the terminus at a power transformer, said point bears S 11°51'45"W, 1117.77 feet from the northeast corner of said Section 6;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points;

POWER LINE ACROSS PARCEL 14

A thirty (30.00) foot wide utility easement for an underground power cable across the SE¼SE¼, SW¼SE¼, NW¼SE¼, and the NE¼SW¼ of Section 33, T34N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point on the south line of Parcel 14, said point bears N 89°15'51"W, 922.75 feet from the southeast corner of said Section 33, where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE N 30°39'16"E, 148.67 feet;
THENCE N 08°13'03"E, 182.73 feet;
THENCE N 11°14'34"E, 474.97 feet to a power transformer;
THENCE N 36°49'35"W, 258.04 feet;
THENCE N 48°04'45"W, 297.30 feet;
THENCE N 71°01'01"W, 257.95 feet to an intersection with the sixteenth line common to said SE¼SE¼ and said SW¼SE¼;
THENCE N 60°08'25"W, 124.10 feet to an intersection with the sixteenth line common to said SW¼SE¼ and said NW¼SE¼;
THENCE continuing N 60°08'25"W, 715.46 feet;
THENCE N 45°59'56"W, 285.96 feet;
THENCE N 61°49'00"W, 154.41 feet;
THENCE N 87°19'04"W, 262.55 feet to an intersection with the quarter-section line common to said NW¼SE¼ and said NE¼SW¼;
THENCE continuing N 87°19'04"W, 36.76 feet;
THENCE S 82°49'22"W, 179.61 feet to the terminus at a power transformer, said point bears N 19°33'04"W, 676.33 feet from the center-south 1/16 corner of said Section 33;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with said south line of said Parcel 14;

POWER LINE TO PARCEL 10

A thirty (30.00) foot wide utility easement for an underground power cable across the W½NE¼, and the SE¼NW¼ of Section 32, T34N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point along the centerline of the 30.00 foot wide utility easement for the main power line, said point bears S 22°25'24"E, 720.40 feet from the ¼ corner common to Section 29, T34N, R110W and said Section 32, where is found a monument as described in a

Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE S 15°33'21"E, 84.60 feet;

THENCE S 59°42'13"E, 287.38 feet;

THENCE S 39°37'33"W, 84.38 feet to an intersection with the main thread of the Green River, said thread also being the line common to Parcel 11 and Parcel 16;

THENCE continuing S 39°37'33"W, 143.91 feet to a power transformer;

THENCE S 63°04'34"W, 206.26 feet;

THENCE S 22°47'05"W, 242.38 feet;

THENCE S 56°35'08"W, 120.79 feet to an intersection with a quarter-section line common to said W½NE¼ and said SE¼NW¼;

THENCE continuing S 56°35'08"W, 89.18 feet;

THENCE S 43°57'12"W, 380.55 feet;

THENCE S 58°35'02"W, 283.15 feet;

THENCE S 85°39'08"W, 129.95 feet to an intersection with the line common to Parcel 10 and said Parcel 11;

THENCE S 85°39'08"W, 33.38 feet to the terminus at a power transformer, said point bears N 46°33'26"W, 1048.14 feet from the center ¼ corner of said Section 32;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with the southerly line of the 30.00 foot wide easement for the main power line;

POWER LINE TO PARCEL 12

A thirty (30.00) foot wide utility easement for an underground power cable across the W½NE¼, and the SE¼NW¼ of Section 32, T34N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point along the centerline of the 30.00 foot wide utility easement for the power line to Parcel 10, said point bears S 20°31'45"E, 1140.68 feet from the ¼ corner common to said Section 32 and Section 29, T34N, R110W, where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE S 81°35'23"E, 173.55 feet;

THENCE N 83°37'53"E, 305.79 feet to an intersection with the line common to Parcel 11 and Parcel 12;

THENCE continuing N 83°37'53"E, 10.63 feet to the terminus at a power transformer, said point bears N 27°56'11"E, 1807.50 feet from the center ¼ corner of said Section 32;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with the easterly line of the 30.00 foot wide easement for the power line to Parcel 10;

POWER LINE TO PARCEL 20

A thirty (30.00) foot wide utility easement for an underground power cable across the SE¼SE¼ of Section 29, T34N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point southerly 7 feet more or less from the southerly right-of-way line of U.S. Highway 191 where is found a power transformer, said point bears N 23°18'46"W, 923.61 feet from the southeast corner of said Section 29 where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE N 07°39'11"E, 7.87 feet to an intersection with the southerly right-of-way line of U.S. Highway 191;

THENCE continuing N 07°39'11"E, 66.81 feet;

THENCE N 36°17'40"E, 33.71 feet to an intersection with the line common to Parcel 16 and Parcel 20;

THENCE continuing N 36°17'40"E, 105.24 feet to an intersection with the northerly right-of-way line of U.S. Highway 191;

THENCE continuing N 36°17'40"E, 81.36 feet;

THENCE N 23°13'09"E, 96.42 feet to the terminus at a power transformer, said point bears S 55°23'15"W, 238.62 feet from the south 1/16 corner common to said Section 29 and Section 28, T34N, R110W;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points;

POWER LINE ACROSS PARCEL 17

A thirty (30.00) foot wide utility easement for an underground power cable across the N½NW¼ of Section 32, T34N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point along the centerline of the 30.00 foot wide utility easement for the main power line where is found a power transformer, said point bears S 67°05'20"W, 1410.27 feet from the ¼ corner common to Section 29, T34N, R110W and said Section 32, where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE S 50°24'59"E, 118 feet more or less to the terminus near existing buildings on Parcel 17, said point bears S 65°39'30"E, 1385.60 feet from the northwest corner of said Section 32;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with the southerly line of the 30.00 foot wide easement for the main power line;

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record.

ALL AS SHOWN on that MAP OF SURVEY titled "SEVEN MILE RIVER RANCH" to be recorded in said Office.

Scott Pierson
Wyoming PLS No. 3831
Pierson Land Surveys, P.C.
Jackson, WY

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Exhibit

LEGAL DESCRIPTION
of
EASEMENTS FOR EQUESTRIAN TRAILS
Seven Mile River Ranch
Sublette County, Wyoming

TRAIL A, IDENTICAL WITH PART OF SEVEN MILE RIVER RANCH ROAD

A 40.00 foot wide strip within which lies a 10.00 foot wide easement for an equestrian trail across the NW¼NE¼ and N½NW¼ of Section 32, the N½NE¼, NW¼, and W½SW¼ of Section 31, T34N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said strip being coincident with the centerline of the 60.00 foot wide access easement for Seven Mile River Ranch Road more particularly described as follows;

BEGINNING at a point on the centerline of the 60.00 foot wide access easement for Seven Mile River Ranch Road, said point being the intersection of said road with the road to Parcel 10, said point bears S 18°23'40"E, 721.61 feet from the ¼ corner common to Section 29, T34N, R110W, and said Section 32 where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE N 65°15'46"W, 157.96 feet;

THENCE N 47°38'22"W, 102.97 feet to an intersection with the line common to Parcel 16 and Parcel 17;

THENCE continuing N 47°38'22"W, 191.46 feet;

THENCE N 58°03'01"W, 114.17 feet;

THENCE N 72°45'05"W, 212.30 feet;

THENCE S 85°25'49"W, 69.41 feet;

THENCE S 73°09'37"W, 152.82 feet;

THENCE N 80°33'20"W, 112.98 feet;

THENCE N 65°18'17"W, 295.18 feet;

THENCE N 81°10'10"W, 80.63 feet;

THENCE S 78°28'09"W, 107.49 feet;

THENCE S 51°49'40"W, 455.97 feet;

THENCE N 89°17'20"W, 292.75 feet;

THENCE S 87°05'49"W, 223.17 feet to an intersection with the line common to said Parcel 17 and Parcel 18;

THENCE S 68°33'40"W, 593.72 feet to an intersection with the line common to said Section 31 and said Section 32;

THENCE N 71°22'26"W, 367.30 feet;

THENCE N 60°37'26"W, 248.52 feet;

THENCE S 88°37'23"W, 116.49 feet;

THENCE S 79°23'59"W, 537.95 feet;

THENCE S 87°36'30"W, 338.63 feet;

THENCE N 82°21'35"W, 459.48 feet;

THENCE S 80°57'04"W, 314.79 feet;

THENCE S 60°30'11"W, 454.73 feet;

THENCE S 42°56'38"W, 308.95 feet to an intersection with the line common to said Parcel 18 and Parcel 19;

THENCE S 51°51'47"W, 342.90 feet;

THENCE S 67°48'14"W, 99.80 feet to an intersection with the centerline of the 40.00 foot wide strip within which lies a 10.00 foot wide easement for equestrian trail B;

THENCE S 76°01'19"W, 332.88 feet;

THENCE N 77°40'51"W, 611.74 feet to an intersection with the centerline of the 60.00 foot wide access easement for 19 Pond Lane (Road #7);

THENCE S 72°24'52"W, 290.36 feet;

THENCE S 53°45'04"W, 231.38 feet;

THENCE S 20°49'45"W, 439.29 feet to an intersection with the centerline of the 60.00 foot wide access easement for Little Green Levee Road (Road #8);

THENCE S 00°29'08"E, 198.01 feet;

THENCE S 15°21'09"E, 637.97 feet;
THENCE S 07°28'10"E, 554.71 feet to an intersection with the main thread of the Green River, said thread also being the line common to said Parcel 19 and Parcel 3;
THENCE S 10°53'15"E, 170.80 feet to an intersection with the centerline of a 60.00 foot wide access easement for Caddis Fly Road (Road #13);
THENCE continuing S 10°53'15"E, 95.33 feet;
THENCE S 15°07'59"W, 179.03 feet;
THENCE S 15°36'30"E, 166.18 feet;
THENCE S 01°25'23"W, 72.37 feet to an intersection with a 60.00 foot wide access easement for Fremont Lane (Road #12);
THENCE S 06°58'28"E, 228.46 feet;
THENCE S 61°20'58"W, 312.13 feet to an intersection with the 60.00 foot wide access easement for Cutthroat Trout Road (Road #3);
THENCE S 56°46'00"W, 113.88 feet;
THENCE S 18°40'03"W, 82.81 feet;
THENCE S 17°49'50"W, 230.80 feet;
THENCE S 49°42'14"W, 83.67 feet to the terminus at an intersection with the line common to Section 31 and Section 36, T34N, R111W, said point bears N 00°07'42"E, 663.59 feet from the southeast corner of said Section 36;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with the line common to said Section 31 and said Section 36 and the southerly line of the 60.00 foot wide access easement for Seven Mile River Ranch Road;

TRAIL B, IN PART IDENTICAL WITH CUTTHROAT TROUT ROAD (Road #3)

A 40.00 foot wide strip within which lies a 10.00 foot wide easement for an equestrian trail across the NW¼, W½NE¼, N½SE¼, and the SE¼SE¼ of Section 31, T34N, R110W, Lot 1, S½NE¼, NE¼SW¼, SE¼NW¼, SW¼NW¼, and Lot 4 of Section 6, T33N, R110W, NE¼NE¼ of Section 1, T33N, R111W, and the SE¼SE¼ of Section 36, T34N, R111W, 6th P.M., Sublette County, Wyoming, the centerline of said strip being more particularly described as follows;

BEGINNING at a point along the centerline of the 60.00 foot wide access easement for Seven Mile River Ranch Road, said point bears S 27°46'42"W, 1364.74 feet from the ¼ corner common to said Section 31 and Section 30, T34N, R110W where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;
THENCE S 59°15'22"E, 366.63 feet;
THENCE S 85°27'48"E, 277.76 feet;
THENCE N 77°11'16"E, 142.51 feet to an intersection with the line common to Parcel 19 and Parcel 10;
THENCE continuing N 77°11'16"E, 23.06 feet;
THENCE S 88°54'03"E, 464.94 feet;
THENCE S 05°43'20"E, 87.72 feet;
THENCE S 76°49'57"W, 168.47 feet to an intersection with the main thread of the Green River, said thread also being the line common to Parcel 9 and Parcel 18;
THENCE continuing S 76°49'57"W, 194.72 feet;
THENCE S 54°26'56"W, 345.45 feet;
THENCE S 17°05'33"E, 99.81 feet;
THENCE N 65°30'35"E, 220.35 feet;
THENCE S 60°44'42"E, 836.00 feet;
THENCE S 74°40'15"E, 160.13 feet;
THENCE S 07°33'23"E, 338.40 feet to an intersection with the line common to Parcel 8 and said Parcel 9;
THENCE continuing S 07°33'23"E, 182.25 feet;
THENCE S 38°28'45"E, 165.85 feet;
THENCE S 73°26'49"E, 267.10 feet;
THENCE S 26°00'03"W, 229.37 feet to an intersection with the centerline of a 40.00 foot wide strip within which lies a 10.00 foot wide easement for equestrian trail C;

THENCE S 20°26'56"E, 445.02 feet;
THENCE S 50°43'21"E, 408.25 feet;
THENCE S 44°40'46"E, 342.10 feet;
THENCE S 63°46'32"E, 219.99 feet;
THENCE S 41°58'19"E, 205.42 feet;
THENCE S 64°59'03"W, 400.48 feet;
THENCE S 00°59'17"W, 548.97 feet;
THENCE S 18°06'13"E, 232.72 feet to an intersection with the line common to said Section 31 and said Section 6;
THENCE continuing S 18°06'13"E, 33.10 feet;
THENCE S 24°54'37"W, 44.04 feet to an intersection with the line common to Parcel 4 and said Parcel 8;
THENCE continuing S 24°54'37"W, 39.24 feet;
THENCE S 10°51'15"E, 146.40 feet;
THENCE S 37°54'55"E, 444.10 feet;
THENCE S 63°59'50"E, 109.05 feet;
THENCE S 27°15'54"E, 24.75 feet to an intersection with the line common to said Parcel 4 and said Parcel 8;
THENCE continuing S 27°15'54"E, 181.69 feet to an intersection with the line common to Parcel 7 and said Parcel 8;
THENCE along the line common to said Parcel 7 and said Parcel 8, S 50°29'41"W, 86.50 feet;
THENCE departing said line and following the centerline of the 60.00 foot wide access easement for Cutthroat Trout Road (Road #3), S 04°20'05"E, 79.59 feet to an intersection with the line common to said Parcel 7 and Parcel 5;
THENCE along said centerline, S 15°53'48"W, 134.08 feet to an intersection with the centerline of the 60.00 foot wide access easement for Stone Fly Road (Road #4);

THENCE S 38°55'41"W, 216.95 feet;
THENCE along the centerline of the 60.00 foot wide access easement for Cutthroat Trout Road (Road #3), S 63°53'39"W, 213.31 feet;
THENCE along said centerline, S 89°51'53"W, 147.34 feet;
THENCE along said centerline, N 63°47'34"W, 82.84 feet to an intersection with the centerline of a 60.00 foot wide access easement for Wind View Road (Road #14);
THENCE continuing, N 63°47'34"W, 34.61 feet to an intersection with the line common to said Parcel 4 and said Parcel 5;
THENCE departing said centerline and following said line, S 56°07'04"W, 2179.88 feet to the center ¼ corner of said Section 6;
THENCE along the south line of said Parcel 4, said line also being the line common to the NW¼ and the SW¼ of said Section 6, S 86°47'44"W, 1187.89 feet;
THENCE departing said south line, N 32°50'58"W, 212.41 feet to an intersection with the west line of said Parcel 4, said west line also being the west line of the SE¼NW¼ of said Section 6;
THENCE continuing, N 32°50'58"W, 1291.73 feet to an intersection with the south line of Lot 4, Section 6;
THENCE continuing, N 32°50'58"W, 940.59 feet to an intersection with the west line of said Lot 4;
THENCE continuing, N 32°50'58"W, 604.74 feet to an intersection with the line common to said Section 36 and said Section 1;
THENCE continuing, N 32°50'58"W, 6.23 feet;
THENCE N 72°44'50"W, 350.09 feet;
THENCE N 14°46'33"W, 91.57 feet;
THENCE N 20°52'32"E, 114.90 feet;
THENCE N 61°38'47"E, 695.50 feet to an intersection with the line common to Parcel 1 and Parcel 3;
THENCE N 49°35'15"E, 45.06 feet to the terminus at an intersection with the line common to said Section 31 and said Section 36, said point bears N 00°07'42"E, 663.59 feet from the southeast corner of said Section 36;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with the line common to said Section 31 and said Section 36, and the southerly line of the 60.00 foot wide access easement for Seven Mile River Ranch Road;

TRAIL C

A 40.00 foot wide strip within which lies a 10.00 foot wide easement for an equestrian trail across the SE¼ and SW¼ of Section 31, T34N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said strip being more particularly described as follows;

BEGINNING at a point along the centerline of the 40.00 foot wide strip within which lies a 10.00 foot wide easement for equestrain trail B, said point bears S 67°33'26"W, 1392.14 feet from the ¼ corner common to said Section 31 and Section 32, T34N, R110W, where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE S 26°00'03"W, 46.73 feet;

THENCE S 70°49'43"W, 302.29 feet to an intersection with the line common to Parcel 8 and Parcel 9, said line also being the centerline a 200.00 foot wide strip within which lies a 10.00 foot wide easement for equestrian trail C;

THENCE along said centerline, S 01°49'25"W, 1108.60 feet to a point, said point being the end of said 200.00 foot wide strip;

THENCE departing the line common to said Parcel 8 and said Parcel 9, S 34°11'10"W, 24.05 feet;

THENCE S 00°31'12"W, 45.73 feet;

THENCE S 26°36'16"W, 362.53 feet;

THENCE S 61°24'49"W, 347.21 feet;

THENCE S 83°12'03"W, 446.90 feet;

THENCE N 62°15'56"W, 333.74 feet;

THENCE N 75°06'45"W, 350.41 feet;

THENCE N 41°56'35"W, 604.25 feet to an intersection with the line common to Parcel 3 and said Parcel 9;

THENCE continuing N 41°56'35"W, 18.33 feet;

THENCE N 52°39'59"W, 475.74 feet;

THENCE N 64°05'30"W, 338.66 feet;

THENCE N 83°11'02"W, 287.03 feet to the terminus at an intersection with the centerline of the 60.00 foot wide access easement for Seven Mile River Ranch Road, said point bears N 19°06'22"E, 1539.52 feet from the southwest corner of said Section 31;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with the easterly line of the 60.00 foot wide access easement for Seven Mile River Ranch Road, and the westerly line of the 40.00 foot wide strip within which lies a 10.00 foot wide easement for equestrian trail B;

TRAIL D, IN PART IDENTICAL WITH COOLEY BRIDGE ROAD (Road #5)

A 40.00 foot wide strip within which lies a 10.00 foot wide easement for an equestrian trail across the W½NE¼, SE¼NW¼, NE¼SW¼, SE¼SW¼, and the SW¼SW¼ of Section 32, T34N, R110W, Lot 4 of Section 5, and Lot 1 of Section 6, T33N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said strip being more particularly described as follows;

BEGINNING at a point on the line common to Parcel 7 and Parcel 8, said point bears S 11°55'06"W, 910.45 feet from the southwest corner of said Section 32, where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE N 50°29'41"E, 86.50 feet along the line common to Parcel 7 and Parcel 8 to an intersection with the centerline of the 40.00 foot wide strip within which lies a 10.00 foot wide easement for equestrian trail B;

THENCE continuing N 50°29'41"E, 184.85 feet to an intersection with the line common to said Section 5 and said Section 6;

THENCE continuing N 50°29'41"E, 1137.17 feet to an intersection with the line

common to said Section 5 and said Section 32;

THENCE continuing N 50°29'41"E, 1355.62 feet;

THENCE S 68°18'54"E, 183.17 feet;

THENCE N 24°17'23"E, 83.48 feet to an intersection with the main thread of Poole Slough, said thread also being the line common to said Parcel 7 and Parcel 11;

THENCE continuing N 24°17'23"E, 4.65 feet;

THENCE N 20°01'33"W, 212.85 feet;

THENCE N 89°05'03"W, 75.09 feet to an intersection with the line common to Parcel 10 and said Parcel 11;

THENCE along said common line, N 03°25'27"W, 1552.93 feet to an intersection with the centerline of the 60.00 foot wide access easement for Cooley Bridge Road (Road #5);

THENCE along said centerline, N 57°43'03"E, 56.69 feet to an intersection with the quarter-section line common to the NW¼ and the SW¼ of said Section 32;

THENCE continuing N 57°43'03"E, 459.99 feet;

THENCE along said centerline, N 44°19'08"E, 124.52 feet;

THENCE along said centerline, N 18°31'07"E, 54.42 feet;

THENCE along said centerline, N 00°58'26"W, 110.54 feet;

THENCE along said centerline, N 08°46'38"W, 106.97 feet to an intersection with the centerline of the 60.00 foot wide access easement for Rainbow Trout Trail (Road #6);

THENCE along the centerline of the 60.00 foot wide access easement for Cooley Bridge Road (Road #5), N 05°14'49"W, 170.63 feet;

THENCE along said centerline, N 02°02'15"E, 182.96 feet;

THENCE along said centerline, N 15°26'12"E, 120.48 feet;

THENCE along said centerline, N 49°03'11"E, 157.54 feet to an intersection with quarter-section line common to the NW¼ and the NE¼ of said Section 32;

THENCE continuing N 49°03'11"E, 219.55 feet;

THENCE along said centerline, N 24°16'38"E, 64.54 feet;

THENCE along said centerline, N 14°39'42"W, 221.08 feet;

THENCE along said centerline, N 00°41'30"E, 56.67 feet;

THENCE along said centerline, N 16°52'07"E, 162.77 feet to an intersection with the main thread of the Green River, said thread also being the line common to said Parcel 11 and Parcel 16;

THENCE continuing N 16°52'07"E, 123.12 feet;

THENCE along said centerline, N 14°09'37"W, 58.96 feet to the terminus at an intersection with the centerline of the 60.00 foot wide access easement for Seven Mile River Ranch Road, said point bears S 18°23'40"E, 721.61 feet from the ¼ corner common to said Section 29 and said Section 32;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with the easterly line of the 60.00 foot wide access easement for Cutthroat Trout Road (Road #3), and with the southerly line of the 60.00 foot wide access easement for Seven Mile River Ranch Road;

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record.

ALL AS SHOWN on that MAP OF SURVEY titled "SEVEN MILE RIVER RANCH" to be recorded in said Office.

Scott Pierson
Wyoming PLS No. 3831
Pierson Land Surveys, P.C.
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Exhibit "F"

LEGAL DESCRIPTION
of
BOAT ACCESS, PARKING & PEDESTRIAN EASEMENTS
Seven Mile River Ranch
Sublette County, Wyoming

GREEN RIVER:

BOAT ACCESS & PARKING AREA #1

A 35.00 foot wide boat access and parking easement across the NW¼NE¼ of Section 32, T34N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point on the southerly line of the 60.00 foot wide access easement for Seven Mile River Ranch Road, said point bears S 24°00'05"W, 667.81 feet from the east 1/16 corner common to said Section 32 and Section 29, T34N, R110W where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE S 30°31'14"E, 82 feet more or less to the terminus at an intersection with the northerly bank of the Green River, said point bears S 18°39'13"W, 718.68 feet from said east 1/16 corner;

The side lines of the above described easement are to be extended and/or shortened so as to intersect with said southerly line and with said northerly bank;

BOAT ACCESS & PARKING AREA #2

A 116.00 foot wide (more or less) boat access and parking easement across the NW¼NE¼ of Section 32, T34N, R110W, 6th P.M., Sublette County, Wyoming, said easement lying 81.10 feet southerly and 35 feet more or less northerly from the following described line;

BEGINNING at a point on the easterly line of the 60.00 foot wide access easement for Cooley Bridge Road (Road #5), said point bears S 12°35'24"E, 969.91 feet from the 1/4 corner common to said Section 32 and Section 29, T34N, R110W where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE S 73°07'53"E, 35.00 feet to the terminus, said point bears S 14°21'30"E, 987.59 feet from said 1/4 corner;

The side lines of the above described easement are to be extended and/or shortened so as to intersect with said easterly line and with the southerly bank of the Green River;

BOAT ACCESS & PARKING AREA #3

A 120.00 foot wide boat access and parking easement across the NW¼SW¼ of Section 31, T34N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point on the easterly line of the 60.00 foot wide access easement for the Seven Mile River Ranch Road, said point bears S 50°44'13"E, 601.03 feet from the 1/4 corner common to said Section 31 and Section 36, T34N, R111W, where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE N 82°31'50"E, 90.00 feet to the terminus, said point bears S 56°23'04"E, 665.95 feet from said 1/4 corner;

The side lines of the above described easement are to be extended and/or shortened so as to intersect with said easterly line and with the northerly bank of the Green River;

BOAT ACCESS & PARKING AREA #4

A boat access and parking easement of variable width across the SE¼SE¼ of Section 33, T34N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point on the northerly line of the 80.00 foot wide access easement for Woods Wardell County Road No. 23-179, said point bears S 63°17'19"E, 944.48 feet from the southeast 1/16 corner of said Section 33, where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE N 22°41'00"W, 82.50 feet along the centerline of a 75.00 foot wide boat access and parking easement;

THENCE N 67°19'00"E, 41 feet more or less along the centerline of a 25.00 foot wide boat access and parking easement to the terminus at an intersection with the westerly bank of the Green River, said point bears S 68°38'32"E, 912.81 feet from said southeast 1/16 corner;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with said northerly line and said westerly bank;

PEDESTRIAN ACCESS FROM PULLOUT #1

A 20 foot wide pedestrian easement across the NE¼NE¼ of Section 31, T34N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point on the southerly line of the 60.00 foot wide access easement for the Seven Mile River Ranch Road, said point bears S 53°05'44"W, 765.42 feet from the northeast corner of said Section 31 where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE S 01°23'26"E, 123.85 feet;

THENCE S 22°37'00"W, 117.17 feet more or less to the terminus at an intersection with the northerly bank of the Green River, said point bears S 41°34'13"W, 1040.18 feet from said northeast corner;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with said southerly line and said northerly bank;

FAILER CREEK:

PARKING AREA #1

A 90.00 foot wide parking easement across the NW¼SW¼ of Section 29, T34N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point on the centerline of a 60.00 foot wide access easement for Failer Creek Road (Road #15), said point bears S 36°20'13"E, 754.85 feet from the 1/4 corner common to said Section 29 and Section 30, T34N, R110W, where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE S 23°17'41"W, 56.40 feet to the terminus, said point bears S 32°46'52"E, 754.88 feet from said 1/4 corner;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points;

PARKING AREA #2

A 50.00 foot wide parking easement across the SE¼SE¼ of Section 29, T34N, R110W, 6th P.M., Sublette County, Wyoming, the northerly line of said easement being more particularly described as follows;

BEGINNING at a point on the southerly line of the 60.00 foot wide access easement for Seven Mile River Ranch Road, said point bears N 45°25'55"W, 734.53 feet from the southeast corner of said Section 29 where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE S 79°08'55"W, 90.16 feet;

THENCE N 81°38'34"W, 46.41 feet to the terminus, said point bears N 52°28'18"W, 829.40 feet from said southeast corner;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points;

POOLE SLOUGH:

PARKING AREA

A 25.00 foot wide parking easement across the SW¼SE¼ of Section 32, T34N, R110W, 6th P.M., Sublette County, Wyoming, the westerly line of said easement being more particularly described as follows;

BEGINNING at a point on the easterly line of the 60.00 foot wide access easement for Stone Fly Road (Road #4), said point bears N 57°20'56"E, 233.71 feet from the 1/4 corner common to said Section 32 and Section 5, T33N, R110W, where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE N 16°16'43"E, 63.47 feet to the terminus, said point bears N 48°55'30"E, 284.63 feet from said 1/4 corner;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points;

PEDESTRIAN ACCESS FROM PARKING AREA TO POOLE SLOUGH

A 20 foot wide pedestrian easement across the SW¼SE¼ of Section 32, T34N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point on the centerline of the 25.00 foot wide parking easement for Poole Slough, said point bears N 50°59'38"E, 291.56 feet from the 1/4 corner common to said Section 32 and Section 5, T33N, R110W, where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE N 17°04'54"E, 82 feet more or less to the terminus at an intersection with the southerly bank of Poole Slough, said point bears N 43°44'29"E, 362.54 feet from said 1/4 corner;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with said southerly bank and the northerly line of said parking easement;

CASTING POND A:

PARKING AREA

A 130.00 foot wide parking easement across the NW¼NW¼ of Section 31, T34N, R110W, 6th P.M., Sublette County, Wyoming, said easement lying 40.00 feet easterly and 90.00 feet westerly of the following described line;

BEGINNING at a point on the centerline of the 60.00 foot wide access easement for 19 Pond Lane (Road #7), said point bears S 35°25'21"E, 883.46 feet from the northeast corner of said Section 31 where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE N 60°43'14"W, 144 feet more or less to the terminus at an intersection with a 50.00 foot wide fishing access easement, said point bears S 30°44'38"E, 755.58 feet from said northeast corner;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with said 50.00 foot wide fishing access easement;

CASTING POND B:

PARKING AREA

An 80.00 foot wide (more or less) parking easement across Lot 2 and Lot 3, Section 5, T33N, R110W, 6th P.M., Sublette County, Wyoming, the centerline of said easement being more particularly described as follows;

BEGINNING at a point on the northerly line of the 60.00 foot wide access easement for Stone Fly Road (Road #4), said point bears S 37°57'55"W, 453.36 feet from the 1/4 corner common to said Section 5 and Section 32, T34N, R110W, where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County;

THENCE N 06°05'48"W, 70.00 feet to the terminus, said point bears S 44°51'07"W, 405.99 feet from said 1/4 corner;

The side lines of the above described easement are to be extended and/or shortened so as to intersect at angle points, and with the 50.00 foot wide fishing access easement along the southwest bank of casting pond B;

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record.

ALL AS SHOWN on that MAP OF SURVEY titled "SEVEN MILE RIVER RANCH" to be recorded in said Office.

Scott Pierson
Wyoming PLS No. 3831
Pierson Land Surveys, P.C.
Jackson, WY

F:\1997\97185\97185LEG\EASEME~1\BOATPKPD.WPD v 1.1 4/26/99

PERSONAL REPRESENTATIVE DEED

Deed made this 7th day of Sept., 1999, by and between WILLIAM J. McGINNIS, III, Personal Representative of the Estate of William J. McGinnis, Jr., deceased, herein referred to as the Personal Representative, and JANE M. MCGINNIS, as Trustee of the WILLIAM J. MCGINNIS MARCH 26, 1984 FAMILY TRUST, of P.O. Box 280, Big Piney, WY 83113, herein referred to as Grantee.

WHEREAS, on the 24th day of August, 1999, the Personal Representative filed his Final Report and Petition for Decree of Final Distribution; and

WHEREAS, on the 27th day of August, 1999, the Ninth Judicial District Court in and for the County of Sublette, State of Wyoming, entered its Order Approving Final Report and Decree of Distribution, which directed a conveyance of the decedent's royalty and mineral interests located in Lincoln County and Sublette County, Wyoming, to be executed to the Grantee, certified copies of which Order has been recorded in the Offices of the County Clerk and Ex-Officio Register of Deeds of Lincoln County and Sublette County, Wyoming, and which Order is now on file and of record in the said Court, and which Order is hereby referred to and made a part hereof.

275060

RECORDED Sept. 22 1999 2:00 PM
IN BOOK 70 Misc. PAGE 281
FEES $ 38.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Zaeske

NOW, THEREFORE, WILLIAM J. McGINNIS, III, Personal Representative of the Estate of William J. McGinnis, Jr., deceased, pursuant to the Decree of Distribution, hereby conveys to JANE M. MCGINNIS, as Trustee of the WILLIAM J. MCGINNIS MARCH 26, 1984 FAMILY TRUST, all of decedent's right, title and interest in and to said royalty and mineral interests in lands located in Lincoln County and Sublette County, State of Wyoming, which interests are more particularly described as follows:

(Cross Timbers Oil Company)

(a) An undivided 0.0041667 royalty interest in and to all oil, gas, casinghead gas, condensate, distillate, gasoline and any and all other liquid products extracted from the following described real property:

Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming

That portion of Lot 41 lying within Spacing Unit V as established by an Order of the Wyoming Oil and Gas Conservation Commission dated July 21, 1978, and identified as Docket No. 107-78 (approximately the SW/4 of Section 24).

(b) An undivided 0.0011901 royalty interest in and to all natural gas and associated hydrocarbons and/or in the proceeds derived from the sale of the same produced from the communitized area (Unit XII of that certain Order of the Oil and Gas Conservation Commission of the State of Wyoming identified as Cause No. 1, Order No.1 Docket No. 107-75 dated July 21, 1978), located in Lincoln County, Wyoming, and described as:

The Frontier Formation in and underlying Township 26 North, Range 113 West, 6th P.M.: The NE 41.61 acres of Lot 42; and Section 25: Lots 1,2 and 3.

(c) An undivided 0.0018893 royalty interest in and to all natural gas and associated hydrocarbons produced from the lands within Spacing Unit X as established by that certain Order of the Oil and Gas Conservation Commission of the State of Wyoming identified as Cause No. 1, Order No.1 Docket No. 107-75 dated July 21, 1978, located in Lincoln County, Wyoming, and described as:

The Frontier Formation in and underlying T.26 N., R. 113 W., 6th P.M.: The northwesterly 76.75 acres of Lot 43; the northwesterly 76.795 acres of Lot 41; Section 26: Lot 1 (7.13 acres) and Lot w (8.65 acres). Containing 169.37 acres, more or less.

(d) An undivided 0.01049237 royalty interest in and to all natural gas and associated hydrocarbons produced from the lands within Spacing Unit XV as established by that certain Order of the Oil and Gas Conservation Commission of the State of Wyoming identified as Cause No. 1, Order No.1 Docket No. 107-75 dated July 21, 1978, located in Lincoln County, Wyoming, and described as:

The Frontier Formation in and underlying Township 26 North, Range 113 West, 6th P.M.: The south 83.68 acres of Lot 45; and Section 26: Lot 8 (30.14 acres) and Lot 9 (30.38 acres). Containing 144.20 acres, more or less.

(Phillips Petroleum Company)

(e) An undivided 1/5 X 1/8 royalty interest in and to all the oil (which hereunder includes distillate) produced from the following described property:

Township 28 North, Range 114 West, 6th P.M.,
Sublette County, Wyoming

Section 26: S/2NW/4

(Mobil Oil Corporation)

(f) An undivided 0.00571400 royalty interest in and to all oil and gas produced from the following described property:

Township 28 North, Range 113 West, 6th P.M.,
Sublette County, Wyoming

Section 17: Tracts 38 and 40, also known as NE/4SW/4, SW/4SE/4.

Section 21: Tract 42

(g) An undivided 0.00357100 royalty interest in and to all oil and gas produced from the following described property:

Township 28 North, Range 113 West, 6th P.M.,
Sublette County, Wyoming

All of Tract 48 (Resurvey dated July 17, 1926), less most easterly 40 acres.

(Enron Oil and Gas Company)

(h) Various undivided royalty interests more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

(Other)

(i) An undivided one-fifth (1/5) interest in and to certain mineral and royalty interests more particularly described in that certain Decree of Distribution entered on December 19, 1973, and that Certain Correcting Decree

of Settlement of Final Account and Distribution Nunc Pro Tunc entered on May 2, 1974, in the Estate of William J. McGinnis, Third Judicial District Court, Lincoln County, Wyoming, Probate No. 2689, copies of which are attached hereto as Exhibits "B" and "C" and incorporated herein by this reference.

TO HAVE AND TO HOLD all the above-granted property, and every part thereof, to Grantee forever.

IN WITNESS WHEREOF, the Personal Representative has executed this Deed the day and year first above written.

William J. McGinnis, III

WILLIAM J. McGINNIS, III
Personal Representative of
The Estate of William J.
McGinnis, Jr., deceased

THE STATE OF WYOMING)
) ss
COUNTY OF Sublette)

The above and foregoing instrument was acknowledged before me this 7th day of September, 1999, by WILLIAM J. McGINNIS, III, Personal Representative of The Estate of William J. McGinnis, Jr., deceased.

WITNESS my hand and official seal.

Sallie Waters

Notary Public

My Commission Expires:
4-9-2002

Sallie Waters - Notary Public
County of Sublette
State of Wyoming
My Commission Expires 04/09/2002

Exhibit "A"

Attached hereto and made a part of the Division Order dated April 9, 1998, to the Aaron H. McGinnis Revocable Trust dated June 24, 1997, Aaron H. McGinnis Trustee and Settlor

Property No.	Property Name and Legal Description	Decimal Interest	Type Interest
0075780001	East Labarge Unit Sixth Revision to the Frontier Participating Area as approved by the Bureau of Land Management on September 1, 1959 Sublette County, Wyoming	.00011791	RI
0061470001	Tip Top Shallow Unit as approved by the Bureau of Land Management on December 1, 1974 Sublette County, Wyoming	.00001933	RI
0029460001	Mills Mesaverde Unit as approved by the Bureau of Land Management on July 1, 1993, then expanded effective March 1, 1995 Sublette County, Wyoming	.00003518	RI
0043020001	McDonald Draw Unit First Revision to the Almy Participating Area E as approved by the Bureau of Land Management on August 1, 1963 Sublette County, Wyoming	.01250000	RI
0094550001	Green River Bend Unit CP1 Township 26 North, Range 112 West Section 7: Lot 2, 4, E2SW, SE Section 17: NWNW, W2NENW, N2SWNW Section 18: NE, NENW, N2SENW Containing 579.60 Acres Lincoln County, Wyoming	.00293320	RI

Exhibit "A"

Attached hereto and made a part of the Division Order dated April 9, 1998, to the Aaron H. McGinnis Revocable Trust dated June 24, 1997, Aaron H. McGinnis Trustee and Settlor

Property No.	Property Name and Legal Description	Decimal Interest	Type Interest
0094560001	Green River Bend CP2 Township 26 North, Range 112 West Section 18: Lot 4, S2SENW, E2SW, SE Section 19: Lots 1-3, NE, E2NW, NESW, N2SE Containing 693.59 Acres Lincoln County, Wyoming	.00364550	RI
0103150001	Larson 1-17 Township 26 North, Range 112 West Section 17: SENW Lincoln County, Wyoming	.00500000	RI
0107170001	McGinnis 1-17 Township 26 North, Range 112 West Section 17: NWSW Lincoln County, Wyoming	.00500000	RI
0213480001	West Stead Canyon 18-17 Township 26 North, Range 112 West Section 17: NWNW Lincoln County, Wyoming	.00421173	RI

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IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF WYOMING, IN AND FOR THE COUNTY OF LINCOLN

In the Matter of the Estate of)
)
WILLIAM J. McGINNIS,)
)
Deceased.)

Probate No. 2689

FILED
DEC 19 1973
Clerk of District Court
Kemmerer, Lincoln County, Wyoming

DECREE OF SETTLEMENT OF FINAL ACCOUNT AND DISTRIBUTION

AARON H. McGINNIS, as Executor of the Last Will and Testament of William J. McGinnis, deceased, having on or before the 7th day of December, 1973, rendered and filed in the above-entitled Court and proceeding, a full account and report of his administration of the estate of said decedent, which account is for final settlement, and having filed therewith a Petition for the distribution of said estate, and said account and petition coming on regularly for hearing, proof having been made to the satisfaction of the Court that due and legal notice thereof has been given to the creditors and others interested in said estate, in the manner and substance provided by law, by publication of notice thereof in the Kemmerer Gazette, a newspaper regularly printed and published at Kemmerer, Lincoln County, State of Wyoming, and of general circulation for four (4) successive weeks, commencing with the issue of November 15, 1973.

There being no one appearing in opposition or objecting thereto, and it appearing by record herein, that by an order of this Court, made and entered on the 7th day of July, 1970, the Last Will and Testament of said decedent was duly admitted to

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probate, and said Aaron H. McGinnis was appointed and duly qualified as Executor thereof, and Letters Testamentary were issued to him by the Clerk of this Court on the 9th day of July, 1970, and that he thereupon gave notice to the Creditors of said decedent in the manner and substance provided by law to present to him, or file with the Clerk of this Court, their claims within three (3) months after July 16, 1970, the date of the first publication of said notice, and that said notice to creditors was published in the Kemmerer Gazette, a weekly newspaper printed and published in Kemmerer, in said County and State, for three (3) successive weekly issues thereof, and the time stated therein and limited by law for creditors to present and file their claims has expired, and that all claims have been presented and filed herein and have been paid and disposed of; and that all costs, charges and expenses of administration, except Executor's commission and attorney's fees have been paid, and all taxes levied and assessed against said estate, including estate taxes and inheritance taxes, have been paid and discharged; and that said Executor returned to this Court, and filed with the Clerk thereof, a true Inventory and Appraisement of the estate of said decedent, and that said estate has been fully administered and is now in condition to be closed; and the residue of said estate remaining in the possession and under the control of said Executor is ready for distribution to the persons entitled thereto as expressed by the Will of said decedent, and the Court, having fully considered the matters and proceedings herein had, and the evidence adduced, finds:

Said account, report and petition to be true and correct; that William J. McGinnis died testate, and as provided

in his Last Will and Testament the following are his named legatees and devisees, to-wit:

William J. McGinnis, Jr., surviving son,
Big Piney, Wyoming 83113

Aaron H. McGinnis, surviving son,
Kemmerer, Wyoming 83101

Victor S. McGinnis, surviving son,
LaBarge, Wyoming 83123

Marjorie Brawley, surviving daughter,
LaBarge, Wyoming 83123

Mary Nell (Hannon) McGinnis, surviving daughter, 3333 West Nicolet, Banning, California 92220

That the Will of said decedent provided, among other things, as follows:

I

"I devise and bequeath to my wife, Mamie McGinnis, if she survives me, one-half of my real and personal property owned by me at the time of my death. If she does not survive me the devise and bequest provided for in this paragraph shall be added to the devises and bequests in paragraph II equally. In computing the devise and bequest provided for herein, I direct that it be computed in such manner to take full advantage of the Federal Estate Tax marital deduction.

II

I devise and bequeath the remaining one-half of my estate among my children in five shares as follows:

(a) one share to my son, Aaron H. McGinnis of Kemmerer, Wyoming, if he survives me or if he does not survive me to such natural children of the said Aaron H. McGinnis as survive me.

(b) one share to my son William J. McGinnis, of Big Piney, Wyoming, if he survives me or if he does not survive me to such natural children of the said William J. McGinnis as survive me.

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(c) one share to my son, Victor S. McGinnis of LaBarge, Wyoming if he survives me or if he does not survive me to such natural children of the said Victor S. McGinnis as survive me.

(d) one share to my daughter, Marjorie Brawley of LaBarge, Wyoming, if she survives me or if she does not survive me to such natural children of the said Marjorie Brawley as survive me.

(e) one share to my daughter, Mary Nell Hannon, Colorado Springs, Colorado, if she survives me or if she does not survive me to such natural children of the said Mary Nell Hannon as survive me.

If all of the persons named in any one or more of clauses (a) through (e) of this paragraph II should predecease me the share or shares given in such clause shall be added to the other shares equally. I intend that no portion of the property dealt with in this will shall pass into a residue unless all persons designated as legatees in this paragraph shall fail to survive me."

That the decedent's wife, Mamie McGinnis, predeceased him in death and that his sons and daughters, as above-named, all survived him.

And all and singular, the law and the evidence being by the Court seen, heard and understood, and being fully advised in the premises, it is by the Court

CONSIDERED, ORDERED, ADJUDGED AND DECREED that the Final Account and Report of said Executor, and all of his acts and doings in the administration of said estate, be, and the same are hereby settled, allowed, approved and confirmed, and it is further

ORDERED that the following described real and personal property, be, and the same is hereby distributed to the above

named William J. McGinnis, Jr., Aaron H. McGinnis, Victor S. McGinnis, Marjorie Brawley and Mary Nell (Hannon) McGinnis, in equal shares:

Principal balance due on contract of sale of land to Victor S. McGinnis	$210,751.85
Accrued interest on contract of sale of land to Victor S. McGinnis	18,967.67

SW¼NE¼, W½NW¼, SE¼NW¼ all in Section 26; NE¼NE¼ of Section 27: T. 28 N., R. 114 W., 6th P.M., Sublette County, Wyoming, and containing 200 acres, more or less;

15.312 percent of mineral interest in McGinnis Family Trust

25 shares capital stock, Certificate No. 1839, Watersville Oil Company

37,515 shares capital stock in Wyoming, LaBarge and Dry Piney Oil Company

361 shares capital stock, LaBarge Oil Company

One (1) Series "E" Bond, dated July 11, 1967, in the amount of $500.00

One (1) Series "E" Bond, dated July, 1967, in the amount of $1,000.00

One (1) Series "E" Bond, dated July, 1967, in the amount of $1,000.00

An undivided 20% interest in and to the minerals, including oil and gas, underlying the following described lands:

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

Section 7: That part of the E½SE¼ lying East of U. S. Highway 189
Section 8: Lots 8, 9, 10; SW¼SW¼
Section 17: Lots 2, 3, 4; NW¼, N½S½
Section 18: That part of the E½NE¼, NE¼SE¼, lying East of U. S. Highway 189.

An undivided 1/6 interest in and to the

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minerals, including oil and gas, underlying the following described lands:

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

Section 7: SW¼SE¼, SE¼SW¼, and that part of the E½SE¼ lying West of Highway 287
Section 18: Lot 4, E½W½, W½E½, and that part of the E½E½ lying West of Highway 287
Section 19: Lots 1, 2, 3; E½NW¼, NE¼SW¼, W½NE¼, NW¼SE¼ and that part of the E½NE¼ and NE¼SE¼ lying West of Highway 287

Township 26 North, Range 113 West,
6th P.M., Lincoln County, Wyoming:

Resurvey Lots 41 and 42

The mineral interest, including oil and gas, underlying the following described lands:

Township 26 North, Range 113 West,
6th P.M., Lincoln County, Wyoming:

Section 14: SE¼SW¼, SW¼SE¼, and Lot 4
Section 22: NE¼NE¼, S½NE¼
Section 23: N½NW¼, S½NW¼, Lots 1, 2, 3 and 4
Resurvey Lots 39 and 40
Section 26: Lots 1 and 43

Township 28 North, Range 112 West,
6th P.M., Sublette County, Wyoming:

Section 11: S½SW¼
Section 14: W½NW¼, NE¼NW¼
Section 15: N½N½

An undivided .0285715 royalty interest underlying the following described lands:

Township 28 North, Range 113 West,
6th P.M., Sublette County, Wyoming:

Section 17: Tract 40, also described as SW¼SE¼
Section 21: Tract 42, also described as SE¼NW¼

The mineral interest, including oil and gas, underlying the following described lands:

Township 28 North, Range 112 West,
6th P.M., Sublette County, Wyoming:

Tract 36

An undivided 50% interest in and to the minerals, including oil and gas, underlying the following described lands:

Township 28 North, Range 112 West,
6th P.M., Sublette County, Wyoming:

Tract 37

The mineral interest, including oil and gas, underlying the following described lands:

Township 26 North, Range 113 West,
6th P.M., Lincoln County, Wyoming:

A parcel of land situated in Lots 46 and 47 and said parcel of land being more particularly described as follows: Beginning at Corner No. 3 of said Lot 47; thence North 0° 27' West, 20.256 chains to a point; thence North 89°41' West, 20.218 chains to a point on the East Boundary of Lot 46; thence North 89° 39' West, 20.394 chains to a point on the West Boundary line of Lot 46; thence North 0°54' West, 40.69 chains to Corner No. 6 of said Lot 46; thence South 89°42' East, 40.76 chains to Corner No. 1 of said Lot 46; thence South 0° 57' East, 20.36 chains to Corner No. 2 of said Lot 46, thence South 89° 41' East, 20.39 chains to Corner No. 1 of said Lot 47; thence South 0°59' East, 40.75 chains to Corner No. 2 of said Lot 47; thence North 89° 38' West, 20.405 chains to Corner No. 3, the point of beginning.

Cash money in the amount of $_____;

and it is further

ORDERED that Aaron H. McGinnis, Executor of the Will of said decedent, be, and he is hereby allowed as compensation for such the sum of $6775.00, and that E. J. Herschler, attorney for the Executor of the Will of said decedent, be, and

. . . .

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he is hereby allowed the sum of $ 675.00 as his fee as attorney for said estate.

DONE IN OPEN COURT this 19th day of December, 1973.

C. Stuart Ferrer
JUDGE

Rec. Probate Jr. No. 10 Pages 463 to 464

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IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF WYOMING, IN AND FOR THE COUNTY OF LINCOLN

In the Matter of the Estate of

WILLIAM J. McGINNIS,

Deceased.

Probate No. 2689

FILED

MAY 2 - 1974

Clerk of District Court

CORRECTING DECREE OF SETTLEMENT OF FINAL ACCOUNT AND DISTRIBUTION NUNC PRO TUNC

It appearing to the Court that the Decree of Settlement of Final Account and Distribution entered herein on the 19th day of December, 1973, in the above-entitled estate, because of inadvertence there was omitted from said Decree certain property that should have been included therein and that such property is described as follows, to-wit:

The mineral interest, including oil and gas, underlying the following described lands:

Township 29 North, Range 111 West, 6th P. M., Sublette County, Wyoming

Section 27: S½SW¼
Section 28: SE¼SE¼, Lot 10
Section 33: NE¼, N½SE¼, SW¼SE¼, Lots 1, 4, 5 and 8
Section 34: W½NW¼

Also, the mineral interest, including oil and gas, underlying the following described lands:

Township 26 North, Range 113 West, 6th P.M., Lincoln County, Wyoming

The whole of Lots 44 and 45 in Section 26 and 27 and the Lot 5 in Section 27, and Lots 8 and 9 in Section 26.
Also a parcel of land within the Lots 46 and 47 and more particularly described as follows, to-wit:

Beginning at Corner #3 of said Lot 47, thence North 0°27' West, 20.256 chains to a point, thence North 89°41' West

20.218 chains to a point on the Easterly boundary line of said Lot 46 of said Township and Range, thence North 89°39' West, 20.394 chains to a point on the Westerly boundary line of Lot 40 of said Township and Range, thence North 0°54' West, 40.69 chains to Corner #6 of said Lot 46, thence South 89°42' East, 40.76 chains to Corner #1 of said Lot 46; thence South 0°57' East, 20.36 chains to Corner #2 of said Lot 46, thence South 89°41' East, 20.39 chains to Corner #1 of said Lot 47 of said Township and range, thence South 0°59' East 40.74 chains to Corner #2 of said Lot 47, thence North 89°38' West, 20.405 chains to Corner #3, the point of beginning.

IT IS THEREFORE ORDERED that the Decree of Settlement heretofore entered by the Court in the above-entitled estate on December 19, 1973, be, and the same is hereby corrected to conform to the actual Decree of Settlement intended, announced and rendered by the Court by adding to said Decree the herein-above described property. It is further orderd that this order correcting the record of said Decree be entered Nunc Pro Tunc as of December 19, 1973, that being the date when said Decree was originally made and entered, and that the said Decree as originally entered and corrected herein is hereby ratified, approved and confirmed.

DONE IN OPEN COURT this 30th day of April, 1974.

C. Stuart Brown
JUDGE

Dec. Pro. Bk. 11, Pages 10 + 11

NOTICE OF CONTRACT INTEREST IN REAL ESTATE

TO WHOM IT MAY CONCERN:

Take notice that on the 1st day of September, 1999, James Edward Barrett and Linda Faye Barrett, of Sienna Vista Drive, Madison, Alabama as Seller, entered into an agreement for sale with Andrew V. Kirol, of Pinedale, Wyoming, as purchaser, of real estate located in the Town of Pinedale, Sublette County, Wyoming, described as follows, to-wit:

Lots 5, 6 and 7, block 7 of the Jones Addition to the Town of Pinedale, Sublette County, Wyoming; and all buildings, fences and improvements situate thereon or appurtenant thereto, and together with that certain underground water well existing under State of Wyoming Underground Water Well Permit # U.W. 10516;

but subject to the provisions of United States patents, and subject further to all outstanding mineral interests, and subject further to the provisions of subdivision plats of record in the office of the County Clerk;

An executed copy of said agreement is on file at the First National Bank of Pinedale, Pinedale, Wyoming, and that the bank is acting as the escrow agent under said sale. Any person demonstrating to the seller, or purchaser, or escrow agent to have a proper interest in said transaction will be permitted to examine the escrowed documents.

The address of the purchaser for mailing of tax notice is as follows:

Andrew V. Kirol
P. O. Box 608
Pinedale, WY 82941

The interest of Purchaser in said real estate and improvements is subject to cancellation for default of payment or any material covenant of the agreement. If cancelled, the purchaser agrees that seller has the right to record a declaration of forfeiture of purchaser's rights, which shall be conclusive evidence that all of purchaser's rights have been fully terminated and cancelled.

Dated this 1st day of September , 1999.

James Edward Barrett
Seller

Linda Faye Barrett
Seller

Andrew V Kirol
Purchaser

275079

RECORDED Sept. 23 1999 4:10 PM
IN BOOK 70 Misc. PAGE 298
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scotten

STATE OF ALABAMA)
)ss.
COUNTY OF MADISON)

The foregoing instrument was acknowledged before me by James Edward Barrett and Linda Faye Barrett, this 7 day of September, 1999.

Witness my hand and official seal.

Notary Public

My commission expires:

My Commission Expires 07-30-2002

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Andrew V. Kirol, this 20th day of September, 1999.

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, 2001

AFFIDAVIT OF TRUSTEESHIP
(C.R.S. 38-30-166)

STATE OF WYOMING)
) ss.
County of Sublette)

The undersigned, being duly sworn, upon oath deposes and states the following:

1. This affidavit relates to a trust, the name of which is as follows: 1998 Margery H. McFarland Revocable Trust

2. The names and addresses of all the trustees of such trust are as follows:

(1) Margery H. McFarland
4355 Shadowbrooke Court
Ft. Collins, CO 80526

(2) James E. McFarland
4355 Shadowbrooke Court
Ft. Collins, CO 80526

(3) Robert W. Helm
797 Norumbega
Monrovia, CA 91016

3. Fewer than all of the trustees named above are authorized to act on behalf of the trust with respect to the acquisition, conveyance, encumbrance, lease or other dealing with an interest in property in the name of the trust in accordance with the following terms and conditions:

A. Margery H. McFarland shall initially have the sole power and authority to so act.

B. James E. McFarland shall have the sole power and authority to so act, upon the recording of an affidavit attesting to the death, incapacity or resignation of Margery H. McFarland.

C. Robert W. Helm shall have the sole power and authority to so act, upon the recording of an affidavit attesting to the death, incapacity or resignation of both Margery H. McFarland and James E. McFarland.

4. In addition to any other powers expressly granted in the written instrument creating the trust described above, the trustees named herein may exercise all of the powers in the Colorado Fiduciaries Powers Act, as now in effect and as it may be amended after the date of such agreement.

5. The undersigned has full power and authority to execute and record this affidavit; and does hereby affirm that the facts recited herein are true and accurate to the knowledge and belief of the undersigned; and that third parties acting in reliance hereon shall be fully protected to the extent provided by the laws of the State of Colorado in effect at the time of execution hereof.

275082

RECORDED Sept. 24 1997 9:05 M
IN BOOK 70 Misc. PAGE 300
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Done by the undersigned on the date set forth opposite her signature.

Margery H. McFarland
MARGERY H. MCFARLAND

STATE OF COLORADO)
) ss.
County of Larimer)

Acknowledged, subscribed and sworn to before me this 7 day of September, 1999 by MARGERY H. MCFARLAND.

Witness my hand and official seal.
My commission expires: 3-13-02.

Patricia A. Mazzeo
Notary Public

FEET FOR NORTH
FOR SOUTH SIDE
FEET FOR NORTH

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OR WATER

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WAS
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THAT
I.

DEDICATED TO THE TOWN OF PINEDALE, WYOMING FOR THE USE OF THE PUBLIC.

REDSTONE CORPORATION
A WYOMING CORPORATION

JOHN M. SULENTA (PRES.)

JOHN A. SULENTA (SEC.-- TREA.)

STATE OF WYOMING)
COUNTY OF SUBLETTE) SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY REDSTONE CORPORATION, A WYOMING CORPORATION, BY JOHN M. SULENTA, ITS PRESIDENT, AND ATTESTED TO BY ITS SECRETARY.
THIS 26th DAY OF February, 1998

WITNESS MY HAND AND OFFICIAL SEAL: Cheryl A. Eatinger
NOTARY PUBLIC

MY COMMISSION EXPIRES: 2/23/2001

CHERYL A. EATINGER - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 2/23/2001

REDSTONE COUNTRY CLUB

COMMERCIAL ADDITION
TO THE TOWN OF PINEDALE

LOCATED IN
LOT 4 OF SEC. 4,
T.33N., R.109W. OF THE 6th P.M.,
SUBLETTE COUNTY, WYOMING

Professional Land Surveyor
JOHN T. DOYLE
346
WYOMING
Date: 2-26-98

BEFORE ME BY
uary 1998

275087
RECORDED: Aug. 6th 1998 10:40A
IN BOOK 70 OF PLATS PAGE 302
FEES $ 50.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Isaacs

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

"COUNTRY CLUB LANE ADDITION "

THIS DECLARATION of Covenants, Conditions and Restrictions regulating and controlling the use and development of certain real property is made to be effective on the 24th day of September, 1999, by REDSTONE CORPORATION, (the Declarant). Declarant, as sole owner of the real property described as Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7), Country Club Lane Addition to the Town of Pinedale, Sublette County, Wyoming (the Property), is adopting the following Covenants, Conditions and Restrictions to preserve and to maintain the character and value of the Property for all Owners of the Property or any part thereof.

NOW THEREFORE, Declarant hereby declares that the Property shall be owned, held, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following reservations, easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the Property and be binding upon all parties having any right, title or interest in and to the Property, or any part thereof, their heirs, successors and assigns.

1. Definitions. The following terms shall carry the following definitions for purposes of this Declaration.

A. "Declarant" shall mean and refer to REDSTONE CORPORATION.

B. "Lot" shall mean and refer to any of the Lots shown on the official Plat of Country Club Lane Addition.

C. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot.

D. "Property" shall mean and refer to that certain real property making up Country Club Lane Addition.

E. "Tree" shall mean a canopy or evergreen tree with a trunk at least three inches in diameter at a spot one foot above ground level or a large shrub or multi-stem tree at least eight feet in height.

F. "Shrub" shall mean the size shrub normally delivered for resale in a #5 container.

G. "Screen" shall mean any approved combination of earth-berming, landscaping, solid fence, wall and/or chain link fencing with vertical inserts as approved in writing by the Committee.

E. "Committee" shall mean and refer to the committee as described in Section 6 hereinafter.

2. Design and Construction Standards. The following standards and restrictions are applicable to the construction, remodeling, alteration and exterior refinishing of any and all structures, improvements and development on each Lot.

275088

RECORDED Sept. 24 1999 10:20 AM
IN BOOK 70 Misc PAGE 203
FEES $18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

A. All improvements shall be of new construction built on site. Pre-cut, manufactured or modular construction shall not be allowed.

B. Exterior materials shall be new materials except for architectural detailing, which may utilize used materials (e.g., weathered logs, barn wood, etc.).

C. Copper, brass and wrought iron may remain natural. All other exposed metals shall have a dull colored finish, or shall be flat anodized or painted. The finish of any such other exposed metals shall be non-reflective earth (soil) tones. No galvanized metal shall be allowed.

D. All external surfaces shall employ earth (soil) colored tones. Glossy painted finishes shall not be allowed. Color samples, or pieces of exterior materials and roofing material to be used shall be submitted to the Committee for approval at the same time the building plans are submitted for approval.

E. The exposed fronts and street sides of all buildings shall be non-reflective. Glass windows and doors shall not be considered as being reflective. At lease 30% of the exposed fronts and street sides of all buildings shall be constructed or faced with stone, brick and/or natural wood.

F. Buildings must be completely finished on all sides.

G. All structure 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:

(i) Uniform Building Code, current edition;

(ii) National Plumbing Code, current edition;

(iii) National Electrical code, current edition;

(iv) National Fire Protective Association International;

and such State of Wyoming Safety Codes as may be applicable .

H. All buildings shall conform to the plan, both as to location and construction, as approved by the Committee.

I. Once construction is commenced on any improvement, construction must be performed diligently from the time of commencement until fully completed and construction must be completed within twelve (12) months of the commencement of construction.

3. Landscape Standards.

A. All landscaping shall be maintained at all times in accordance with the landscape plan submitted and approved to the Committee. All planned trees and shrubs must survive after planting or be replaced and replanted. Plants which exhibit evidence of insects, pests diseases and/or damages shall be appropriately treated and/or removed.

B. All parking, driveway or storage areas or otherwise unlandscaped open space shall be surfaced with a minimum of four inches of crushed gravel, covered with concrete or paved. This surfacing shall be in place prior to any use of the property.

C. All grassed areas, trees and /or shrubs shall be on a buried sprinkler or drip watering system.

D. A minimum of ten percent (10%) of the total Lot shall be landscaped. Landscaping shall include a minimum of one tree and five (5) shrubs. An additional one tree and five (5) shrubs shall be required for each additional one thousand (1000) square feet (or major fraction thereof) of the required landscaped area in excess of one thousand (1,000) square feet. Shrubs may be substituted for trees at a ratio of five (5) shrubs for each tree.

E. The landscaping shall be maintained in a regular and normal manner, including weeding, irrigation, fertilizing, pruning and mowing.

F. The landscaping proposed in the approved plan shall be completed no later than eighteen months after approval by the Committee.

4. Storage / Screening Standards.

A. All rear parking lots, storage areas, loading facilities and service areas shall be screened with an approved Screen. Front parking areas for customers and employees need not be screened provided said vehicles are not left over night on the Lot.

B. No materials, supplies, equipment, vehicles or other items shall be stored outside of any building, unless capable of being entirely screened by an approved Screen from public view. With the approval of the Committee, unscreened displays of certain types of merchandise for sale or rent may be approved, subject to conditions or requirements that may be imposed by the Committee.

C. Rubbish and garbage facilities shall be screened by an approved Screen so as to not be visible from any street.

D. No materials, supplies, equipment, vehicles or other items shall be stored on a Lot, which are unrelated to the business operated thereon.

E. All used materials, parts, used tires, components or other such replaced items shall be remove from the Property on no less than a monthly basis.

F. The Committee shall, in its sole discretion, determine the adequacy of the screening required herein.

5. General Restrictions. The following general restrictions shall apply to the Property:

A. Each Lot shall be used only for commercial purposes as allowed in the C-1 Zoning District, under the Zoning Ordinance of the Town of Pinedale.

B. No noxious or offensive activity shall be carried on any Lot, 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 Lot.

E. No mining, drilling, excavation or other mineral exploration or drilling activity shall be permitted on any Lot, including removal of gravel and sand; provided that

excavation for construction (including roadways) or landscape purposes is permitted.

F. No Lot shall be further subdivided.

G. The Owner of any Lot shall do all other things necessary or desirable to keep the same neat and in good order, including but not limited to periodic mowing no less than once a month during the growing season, and, in the event that any such Owner shall permit to remain upon any Lot any rubbish, debris, or trash, or fail to meet such mowing requirement, then and in each instance, the Committee, or such person or persons as the Committee may from time to time designate, may enter upon the property and shall remove the same therefrom, mow 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 in writing not less than five (5) days prior to any such entry.

H. No automobile or truck repair business shall be allowed on any Lot unless associated with a new automobile or truck sale business operated on the same Lot.

G. No trailer house or mobile home, tent, camper outbuilding or any other structures of a temporary or mobile nature, shall be placed on any Lot for any purpose except as the same may be customarily employed by contractors during the construction of permitted improvements on the subject Lot.

I. No changes in elevations of any Lot shall be made which will cause undue hardship to adjoining Lots with respect to surface runoff of water.

J. All signs must be professionally done, in harmony with the Property as a whole, of permanent installation and approved by the Committee prior to construction.

K. No livestock, poultry or other animals of any type shall be boarded, kept or maintained on the Property.

6. Existing Use of Lot Seven (7). Lot Seven (7) is presently being used as an outdoor hockey rink. The existing use may continue at its present level without any required action on the part of the present or future Owners of said Lot. Any material improvement or alteration on said Lot will require full compliance with these covenants, including but not limited to the landscaping requirement.

7. Maintenance Assessments.

A. Every person or entity who is either a record owner of a fee interest in any Lot or a contract purchaser of any Lot in the Country Club Addition 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. This obligation to pay assessments shall be appurtenant to and a lien on each Lot. The assessments levied by the Committee shall be used for the

purpose of promoting the health, safety and welfare of the Owners of Lots within the Country Club Addition. Enforcement of these Covenants, Conditions and Restrictions, including reasonable attorney's fees, related costs and the indemnification of the individuals acting as the governing committee for their actions in capacity, is specifically declared to be for the health, safety and welfare of the Owners of Lots within the Country Club Addition. No assessment shall be imposed in excess of $500.00 per Lot per calendar year without the approval of a majority of the Lot Owners.

B. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to have consented to be subject to this Declaration and agrees to pay the Committee the sums assessed under A above. Each such assessment, together with interest at the rate of eighteen percent (18%), costs and reasonable attorney's fees shall also be the personal obligation of the entity or person who was the owner of such Lot at the time when the assessment became due and payable.

C. All assessments must be fixed at a uniform rate per Lot and may be collected on a monthly, annual or other interval as determined by the Committee.

D. Any assessment not paid within thirty (30) days after the due date therefor shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Committee may bring an action at law against the Owner personally obligated to pay the same, or foreclosure the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein.

8. Committee.

A. There shall be a Committee, which shall consist of three (3) members. The initial Committee shall be composed of JOHN A. SULENTA, JOHN M. SULENTA and SUSIE SULENTA. After four (4) Lots are sold by the Declarant, the Owners shall elect the members of the Committee. Each Lot shall have one vote per member of the Committee being elected regardless of the number of Owners of an individual Lot. A Lot's vote must be cast unanimously by its Owners in order for said vote to be allowed. Vacancies in the Committee caused by death, resignation or inability to act, shall be filled by appointment by the remaining member of the Committee or, if there is no remaining member, by election by the Owners. All members of the Committee once elected will serve for a two (2) year term, commencing on the day of election. A member of the Committee may be removed from the Committee upon a vote of five Lot Owners. It shall be the duty of the Committee to consider and act upon proposals, plans and specifications submitted to it from time and to perform such other duties from time to time delegated to it by the Owners.

B. The Committee shall meet from time to time (in person, by telecommunications or other convenient method) as necessary to properly perform its duties hereunder. A vote or written consent by two (2) members shall constitute an act by the Committee.

C. No building, structure, sign, fence, remodeling or improvement of any kind shall be erected, placed, constructed or permitted on any Lot until the plans, specifications, location, exterior materials and landscaping plan have been approved in writing and a building permit has been issued by the Committee. The Committee shall exercise its discretion to issue building permits with the following objectives in mind: to carry out the general purposes expressed in this Declaration; to prevent violation of any specific provision of this Declaration; to prevent any change which would be unsafe or hazardous to any persons or property; to preserve visual continuity of the area; to assure that any change will be of good and attractive design; and to assure that materials and workmanship for all improvements are of high quality comparable to other improvements in the area. No building permit for any improvement shall be issued for a Lot until a landscaping plan has been submitted and approved by the Committee.

D. The Committee shall review the plans and specifications within thirty (30) days from the submission and determine if the proposed construction, improvements or development conforms to the requirements of these covenants. Approval, if appropriate, will be issued by a written statement from the Committee, which shall constitute the required building permit.

E. The Committee may grant a variance from the provisions of these conditions, covenants and restrictions relating to the improvements and the location of improvements, landscaping and other features of the Lots upon showing of undue hardship to the applicant if these conditions, covenants and restrictions are strictly applied.

9. Enforcement. The Committee or any Owner shall have the right to enforce, by any proceeding in law or in equity, all restrictions, conditions, covenants, easements and reservations now or hereafter imposed or granted by the provisions of this Declaration. Failure by the Committee or any Owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event that an enforcement action is brought, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with said enforcement action.

10. Duration of Restriction. All of the covenants, conditions and restrictions set forth herein shall continue and remain in full force and effect at all times against the Property and the Owners thereof, subject to the right of amendment or modification provided for below, for a term of thirty (30) years after which time they shall be automatically extended for successive period of thirty (30) years unless terminated by a unanimous vote of the Owners of Lots.

11. Amendment. This declaration may by an instrument signed by the Owners of Five (5) Lots, which amendment shall be recorded in the office of the County Clerk of Sublette County, Wyoming.

12. Construction and Validity of Restriction. All the covenants, conditions, restrictions and reservations contained in this declaration shall be construed together, but

if it should at any time be held that any one of the conditions, covenants, restrictions or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant, restriction or reservation, or any part thereof, shall be thereby effected or impaired.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal this 23rd day of September, 1999.

ATTEST:

REDSTONE CORPORATION, a Wyoming Corporation:

SEAL

BY: _____
President

_____
Secretary / Assistant Secretary

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Declaration Of Covenants, Conditions And Restrictions Of Country Club Land Addition** were acknowledged before me by REDSTONE CORPORATION, a Wyoming corporation, by JOHN A. SULENTA, its President and attested to and sealed by its Secretary / Assistant Secretary, this 23rd day of September, 1999.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

My Commission Expires: 12/12/2002

Susan J. Hanson - Notary Public
County of Sublette — State of Wyoming
My Commission Expires Dec. 12, 2002

WILLIAMS GAS PROCESSING COMPANY

RIGHT-OF-WAY AND EASEMENT

FORM WFS 1960 (6-89)

STATE OF WYOMING)
:ss.
COUNTY OF SUBLETTE)

The undersigned, Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by WILLIAMS GAS PROCESSING COMPANY, P.O. Box 58900, Salt Lake City, Utah 84158-0900, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, an nonexclusive right-of-way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect and operate a pipeline with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, and communication cable (said pipeline, appurtenances, valves, metering equipment, being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by Grantee, through and over the said land on a right-of-way Thirty (30) feet in width being Fifteen (15) feet on either side of the centerline (Temporary right -of-way width during construction will be Sixty (60) feet in width being Twenty (20) feet on the Southerly side and Forty (40) feet on the Northerly side) of the pipeline constructed hereunder, situated in Sublette County, State of Wyoming described below:

Subdivision	Section	Township	Range	B & M
N½SW¼	12	27 North	114 West	6th P.M.

This right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right-of-way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing, protecting and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate, protect and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, its heirs, legal representatives and successors in title.

Grantee shall compensate the Grantor for all actual damages to Grantor's growing crops, pasture, fences, livestock and other real or personal property improvements caused by the construction, maintenance, repair, replacement or removal of the pipeline and appurtenant facilities. Grantee shall compensate the Grantor for all damages to Grantor's timber caused by the initial construction of the facilities; thereafter, Grantee shall have the right to cut and keep clear with payment of damages all trees, brush and other obstructions that may in the Grantee's opinion endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said pipeline and appurtenant facilities.

Grantee further agrees that within a reasonable time following the completion of construction, Grantee shall restore said right-of-way to a condition equal to or better than that which existed prior to construction to the extent practicable. Restoration shall include, where necessary, final grading, reseeding and installation of erosion control structures. Reseeding will be per letter agreement dated January 10, 1996, made a part hereof.

Grantor reserves the right to use and enjoy said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder, or disturb its facilities and no road, reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained on, over, along or within said right-of-way without Grantee's prior written consent. Grantee shall, during initial construction in cultivated lands, bury said pipeline below ordinary cultivation depth.

Grantor represents and warrants that he/she is the owner in fee simple of the said described land. Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

Grantee and Grantor hereby agree that Grantee will provide Grantor with a centerline description of the right-of-way herein granted within one (1) year of construction of the above facilities and that said right-of-way shall be the Right-of-way/easement herein granted.

WITNESS THE EXECUTION HEREOF THE 16th DAY OF Sept., 1999.

By: Terri Schlenker
Witness to Signature(s)

GRANTOR: Lillian Harrower
Lillian Harrower
Lillian Harrower

Project Name: Hogsback #T26X-12G
Land No. 03691
W.O.14628

275102

ACKNOWLEDGEMENT

RECORDED Sept. 24 1999 11:35 AM
IN BOOK 70 Misc PAGE 310
FEES $10.00 Mary L. Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By [illegible]

STATE OF Wyoming
COUNTY OF Laramie

On this 16th day of Sept., 1999, before me personally appeared Lillian Harrower, know to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Laurie McPherson
Notary Public in and for Laramie County,
State of Wyoming

My Commission expires:
Jul 11, 2001

Laurie McPherson
County of
Laramie
My Commission Expires

Notary Public
State of
Wyoming
July 11, 2001

AFFIDAVIT OF SURVIVORSHIP

STATE OF CA)
)ss.
COUNTY OF BUTTE)

BARBARA J. WEIBEL, f/k/a BARBARA CAMP, of said County and State, being first duly sworn on her oath, deposes and says:

That BARBARA WEIBEL, f/k/a BARBARA CAMP is the surviving spouse of **GENE FLOYD CAMP, a/k/a GENE F. CAMP**, who died 9/1/94, in Iliamna County, State of Alaska.

That at the time of the death of GENE FLOYD CAMP, a/k/a GENE F. CAMP, he owned an interest in certain real property by virtue of a certain Mortgage; said lands being more particularly described as follows:

A tract of land located in NW1/4NE1/4 of Section 16, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming, being more particularly described as follows:
Beginning at Corner Number 1 a point which is S.55°30'W., a distance of 2089 feet from the NE corner of Section 16, Township 32 North, Range 108 West of the 6th P.M., and proceeding thence N.50°10'W., a distance of 100 feet to Corner No. 2;
thence proceeding S.39°50'W., a distance of 105 feet, more or less to Corner Number 3, a point on the northerly right of way line of U.S. Highway 187 (now known as U.S. High 191), S.50°10'E., a distance of 100 feet to Corner Number 4; thence proceeding N.39°50'E., a distance of 105 feet, more or less, to Corner Number 1, the point of beginning;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;

This Mortgage being recorded in the office of the Sublette County Clerk on 5/13/94, in Book 59 of Mortgages, Page 476.

That the deceased GENE FLOYD CAMP, a/k/a GENE F. CAMP is one of the mortgagees in the beforementioned Mortgage, and that the affiant, BARBARA J. WEIBEL f/k/a BARBARA CAMP is one and the same person as the said BARBARA J. WEIBEL, f/k/a BARBARA CAMP, the other mortgagee in the beforementioned Mortgage.

That the beforementioned Mortgage created a joint tenancy with full right of survivorship under the laws of the State of Wyoming and, at the death of GENE FLOYD CAMP, a/k/a GENE F. CAMP, all equity, right, title and interest of GENE FLOYD CAMP, a/k/a GENE F. CAMP, in the beforementioned real property passed to and was vested in BARBARA J. WEIBEL, f/k/a BARBARA CAMP.

275108

RECORDED Sept. 24 1999 1:50 PM
IN BOOK 70 Misc. PAGE 311
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sooter

WOOD LAW OFFICE Fax:307-367-4340 Sep 22 '99 11:32 P.02/04

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 GENE FLOYD CAMP, a/k/a GENE F. CAMP, deceased.

DATED this 22 day of September, 1999.

Barbara J. Weibel

BARBARA J. WEIBEL, f/k/a
BARBARA CAMP

Subscribed and sworn to before me by BARBARA J. WEIBEL, f/k/a BARBARA CAMP, this 22ND day of SEPTEMBER, 1999.

WITNESS my hand and official seal.

NOTARY PUBLIC
JANET R. HERBERT

My Commission Expires: 4-17-02

JANET R. HERBERT
Comm. #1178398
NOTARY PUBLIC CALIFORNIA
BUTTE COUNTY
My Comm. Expires Apr. 17, 2002

WOOD LAW OFFICE Fax:307-367-4340 Sep 22 '99 11:33 P.03/04

313

STATE OF ALASKA

CERTIFICATE OF DEATH

CORRECTED 01-25-95

ALASKA DEPARTMENT OF HEALTH AND SOCIAL SERVICES
BUREAU OF VITAL STATISTICS—P.O. BOX 110675
JUNEAU, ALASKA 99811-0675

150 94001550 STATE FILE NUMBER

TYPE/PRINT IN PERMANENT BLACK INK

BIRTH CERTIFICATE NUMBER

RECORDER'S NO. 94-2 Iliamna

DATE RECEIVED OCT 0 3 1994

1. DECEDENT'S NAME (First, Middle, Last): GENE FLOYD CAMP
1a. MAIDEN NAME:
2. SEX: MALE
3. DATE OF DEATH (Month, Day, Year): SEPTEMBER ~~2~~ 1, 1994
4. SOCIAL SECURITY NUMBER: 557-38-9835
5a. AGE—Last Birthday (Years): 61
5b. UNDER 1 YEAR (Months / Days):
5c. UNDER 1 DAY (Hours / Minutes):
6. DATE OF BIRTH (Month, Day, Year): SEPT 20, 1932
7. BIRTHPLACE (State or Foreign Country): OKLAHOMA

DECEDENT

8. STATE OF DEATH: ALASKA
9a. PLACE OF DEATH (Check only one; see instructions on other side): HOSPITAL: ☐ Inpatient ☐ ER/Outpatient ☐ DOA — OTHER: ☐ Nursing Home ☐ Residence ☒ Other (Specify) Outdoors
9b. FACILITY NAME (If not institution, give street and number): In Woods
9c. CITY, TOWN, OR LOCATION OF DEATH: NEAR BLACK LAKE ILIAMNA
10. MARITAL STATUS: ☐ NEVER MARRIED ☒ MARRIED ☐ WIDOWED ☐ DIVORCED ☐ UNKNOWN
11. SURVIVING SPOUSE (If wife, give maiden name): BARBARA WILDEN
12a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired): GENERAL CONTRACTOR
12b. KIND OF BUSINESS/INDUSTRY: CONSTRUCTION
13. WAS DECEDENT EVER IN U.S. ARMED FORCES? ☐ YES ☒ NO ☐ UNKNOWN

I 060 0022

SEE INSTRUCTIONS ON OTHER SIDE →

14a. RESIDENCE—STATE: WYOMING ~~CALIFORNIA~~
14b. CITY, TOWN OR LOCATION: BOULDER ~~CHICO~~
14c. STREET AND NUMBER: ~~99 ALM BLUFF DR.~~ 4 Willow Court
14d. INSIDE CITY LIMITS OR SETTLED COMMUNITY? ☒ YES ☐ NO ☐ UNKNOWN
14e. ZIP CODE: 82923 ~~95928~~
15. WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes—If Yes, specify Cuban, Mexican, Puerto Rican, etc.) ☒ NO ☐ YES Specify:
16. RACE—Filipino, Black, Native, White, etc. Specify: WHITE
17. DECEDENT'S EDUCATION (Specify only highest grade completed): Elementary/Secondary (0-12): 12 — College (1-4 or 5+):

PARENTS

18. FATHER'S NAME (First, Middle, Last): FLOYD CAMP
19. MOTHER'S NAME (First, Middle, Maiden Surname): MARY N/A

INFORMANT

20a. INFORMANT'S NAME (Type/Print): BARBARA CAMP
20b. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code): 99 Alm Bluff Dr. Chico, California 95928
20c. RELATIONSHIP TO DECEDENT: WIFE

DISPOSITION

21a. METHOD OF DISPOSITION: ☐ Burial ☐ Cremation ☒ Removal from State ☐ Donation ☐ Other (Specify)
21b. PLACE OF DISPOSITION (Name of cemetery, crematory or other place): BRUSIE FUNERAL HOME
21c. LOCATION—City or Town, State: CHICO, CALIFORNIA

SEE DEFINITION ON OTHER SIDE ↓

FUNERAL DIRECTOR

22a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH: DANIEL E. BUNNELL
22b. NAME AND ADDRESS OF FACILITY: EVERGREEN MEM. CHAPEL BOX 537 ANCHORAGE, AK 99510

PHYSICIAN OR OFFICIAL ONLY

Complete items 23a-b only when certifying physician is not available at time of death to certify cause of death.
23a. To the best of my knowledge, death occurred at the time, date, and place stated. Signature and Title ▶
23b. DATE SIGNED (Month, Day, Year)

ITEMS 24-28 MUST BE COMPLETED BY PERSON WHO PRONOUNCES DEATH

24. TIME OF DEATH: 6:00 p.m
25. DATE PRONOUNCED DEAD (Month, Day, Year): SEPTEMBER 2, 1994
26. WAS CASE REFERRED TO MEDICAL EXAMINER/CORONER? ☒ Yes ☐ No

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, shock, or heart failure. List only one cause on each line.

		Approximate Interval Between Onset & Death
IMMEDIATE CAUSE (Final disease or condition resulting in death)	a. Cardiac arrest/pulmonary edema	MINS
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. Arteriosclerotic cardiovascular disease	YRS
	DUE TO OR AS A CONSEQUENCE OF: c.	
	DUE TO OR AS A CONSEQUENCE OF: d.	

SEE INSTRUCTIONS ON OTHER SIDE →

PART II. OTHER SIGNIFICANT CONDITIONS contributing to death but not resulting in the underlying cause given in Part I.

28a. WAS AN AUTOPSY PERFORMED? ☐ Yes ☒ No
28b. WERE AUTOPSY FINDINGS CONSIDERED PRIOR TO COMPLETION OF CAUSE OF DEATH? ☐ Yes ☐ No

28c. CERTIFIER (Check only one)

☐ CERTIFYING PHYSICIAN (Physician certifying cause of death when another official has pronounced death and completed Item 23)
To the best of my knowledge, death occurred due to the cause(s) and manner as stated.

☐ PRONOUNCING AND CERTIFYING PHYSICIAN (Physician both pronouncing death and certifying to cause of death)
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/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.

SEE DEFINITION ON OTHER SIDE ↓

29b. SIGNATURE AND TITLE OF CERTIFIER OF CAUSE OF DEATH: Michael Propst MD
29c. DATE SIGNED (Month, Day, Year): 9/6/94

CERTIFIER

29d. NAME AND ADDRESS OF CERTIFIER WHO COMPLETED CAUSE OF DEATH (ITEM 27) (Type/Print name of certifier): Michael Propst, MD 5500 E. Tudor Rd. Anchorage, AK 99510
29e. LICENSE NUMBER: 1067

30. MANNER OF DEATH: ☒ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Pending investigation ☐ Could not be determined

31. IF "MANNER OF DEATH" IS OTHER THAN "NATURAL", ITEMS 31a - 31i MUST BE COMPLETED.
31a. DATE OF INJURY (Month, Day, Year)
31b. TIME OF INJURY
31c. INJURY AT WORK? ☐ Yes ☐ No
31d. DESCRIBE HOW INJURY OCCURRED? (Events which resulted in injury)
31e. PLACE OF INJURY—At home, street, cannery, office, etc. (Specify)
31f. LOCATION (Street and Number or Rural Route Number, City or Town, State)

RECORDER

1053

32. RECORDER'S SIGNATURE:
33. RECORDING DISTRICT: Anchorage
34. DATE FILED (Month, Day, Year): 9-19-94

Form VS-101
REV. 1-92

Original — State Copy

I CERTIFY THAT THIS IS A TRUE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE ON FILE IN THE BUREAU OF VITAL STATISTICS, DEPARTMENT OF HEALTH AND SOCIAL SERVICES, JUNEAU, ALASKA.

DATE ISSUED JAN 25 1995

James P. Brooks
STATE REGISTRAR

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

AGREEMENT FOR DEED

THIS AGREEMENT made and entered into on the date indicated below, by and between Richard E. Holgate and Darlene C. Holgate, husband and wife, (hereafter referred to as Seller), and Ralph Anderson and Denise Anderson, husband and wife, (hereafter referred to as Buyer);

WITNESSETH

That for and in consideration of the mutual promises, covenants, and agreement herein contained, the parties agree as follows:

1. Description. Seller agrees to sell, and Buyer agrees to buy, for the price and according to the terms set forth herein, all of Seller's right, title and interest in and to the property described below, including the release and waiver of all rights of homestead:

Lot 3, Milleg Heights Addition to the Town of Big Piney, Wyoming, as the same appears of record in the office of the Sublette County Clerk, Pinedale, Wyoming,

Together with that certain 76' x 14' Golden Villa mobile home situate thereon and all other improvements thereon and appurtenances thereunto appertaining.

SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights-of-way of record or in use; prior mineral reservations of record.

2. Conveyance. Conveyance of the property shall be as follows:

Seller shall execute a Warranty Deed in favor of Buyer, said document to be held by Seller and delivered to Buyer upon Buyer's full compliance with the terms of this Agreement.

3. Cost and Terms of Payment. The purchase price of the property shall be FIFTY THOUSAND and 00/100 Dollars ($50,000.00). Such price shall be paid in the following manner:

A. At closing, Buyer shall tender to Seller or their agent the additional sum of Two Thousand Dollars ($2,000.00) as down payment.

B. The Balance owed of Forty Eight Thousand Dollars ($48000.00) shall be paid by Buyers to Seller in ninety six (96) equal monthly payments of Five Hundred Dollars ($500.00) each. So long as Buyer makes timely payments hereunder, no interest shall accrue. Monthly payments shall thereafter be due on the first day of each month until the purchase price is paid in full.

4. Closing. Closing shall take place on or before October 1, 1999. Possession shall be delivered at closing. Property taxes for the year 1999 will be prorated as of the date of closing. Thereafter Buyer shall timely pay all such taxes.

5. Seller's Options in Event of Breach. Time being of the essence of this Agreement, Buyer shall make all payments promptly as herein provided. It is expressly understood and agreed that if Buyer shall fail to make said payments to Seller in the amount, manner and times herein provided, or should they fail to perform any of the other terms and conditions of this Agreement in the manner and time herein provided, and such failure to pay or perform shall

RECORDED Sept. 27 1999 11:20 M
IN BOOK 70 Misc. PAGE 314
FEES $ 19.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

275124

By Cath Scoter

continue for thirty (30) days after receipt of notice thereof to the Buyer, the Seller shall have the option to:

A. Declare this contract ended, canceled and of no further force and effect, and if this Agreement or Memorandum thereof shall have been filed or recorded in the Office of the Sublette County Clerk, then the filing of the Quitclaim Deed from Buyer to Seller described in Paragraph 15 herein shall be sufficient to cancel all obligations hereunder on the part of the Seller and shall reinvest the Seller with all right, title and interest thereto hereby agreed to be sold, conveyed or delivered, and the Buyer shall forfeit all his right, title and interest in and to all of said real property, including any and all improvements or replacements, and the Seller shall have the right to re-enter and take possession, without demand, of the above described real property and all improvements thereon, including those erected or placed thereon by the Buyer. Buyer covenants that he will execute all documents necessary to clear Seller' title in the event Buyer should default under the terms of this Agreement. In the event of such repossession, Buyer agrees that Seller 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 Buyer prior to repossession shall be considered as rental for said real property and liquidated damages for failure on the part of the Buyer to comply with the terms of this Agreement. Buyer further agrees that in the event Seller elect to cancel, as above provided, Buyer shall pay all costs of said cancellation, together with a reasonable attorney's fee; or

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 court costs and a reasonable attorney's fee, from the Buyer. The Seller shall also have the right to enforce the terms and conditions of this Agreement by an action for specific performance against the Buyer.

6. Election of Option. Notice of election by the Seller of which of the above-listed options Seller desires to enforce, together with a notice of default, shall be delivered or mailed as hereinafter set forth at least thirty 90 days prior to any repossession or legal action to enforce the contract.

7. Buyer to Maintain Property. The Buyer shall not cause any waste to or damage said real property in any manner, and any damage which might be caused shall immediately be repaired by and at the expense of the Buyer, ordinary wear and tear excepted. The Buyer shall not permit any liens to encumber the property or the title thereto during the term of this contract, and the actual maturing of any lien not reasonably in dispute, which is caused by any construction or addition on said property, shall have the same effect as failure to make payments as provided above. It is understood and agreed that the Buyer accepts the said real property in its present physical condition and that there are no representations, covenants or agreements between the parties hereto with respect to said real property except as herein specifically set forth. The Buyer explicitly acknowledges that in the event he should decide to construct a

dwelling upon the property, it will be his obligation to arrange for connection to municipal water and sewer services, and to pay all fees and charges therefore.

8. Waiver of Provisions. Should any party to this Agreement waive any breach of any provision, term or condition of this Agreement by another party, such waiver shall be limited to the particular instance, and shall not operate or be deemed to waive any future breach or breaches of that or any other provision, term or condition. The failure of any party to insist on performance of any of the provisions, terms or conditions of this Agreement in one or more instances, or to exercise any right or privilege herein or therein conferred, shall not be construed as thereafter waving any such provisions, terms, conditions, rights or privileges, but the same shall remain in full force and effect. In the event of any breach or threatened breach by any party of any provision, term or condition of this Agreement, the other parties shall have the right to invoke any remedy at law or in equity, and reference herein or therein to any particular remedy shall not preclude the party from any other remedy to which they might be entitled.

9. Assignment. Buyer shall not assign, sell, convey or transfer his interest in the described property without prior written permission of the Seller.

10. Binding on Successors in Interest. The covenants contained herein shall bind, and the benefits and advantages shall inure to the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural shall include the singular, and the use of one gender shall include all genders.

11. Attorney's Fees. In the event that any party shall breach the provisions, terms or conditions of this contract and court action shall result, the prevailing parties as determined by the Court shall recover their reasonable attorney's fees and costs.

12. Prepayment. Buyer shall have the right to make full or partial prepayment without penalty.

13. Notices. For the purpose of this contract, notices of default shall be effective and considered delivered when either delivered in person to the defaulting party or mailed certified, return receipt requested to said party's last known address. The addresses of the parties, until further notice is provided, is as follows:

Seller:

Richard & Darlene Holgate
P. O. Box 157
Big Piney, WY 83113

BUYER:

Ralph & Denise Anderson
P. O. Box 682
Big Piney, WY 83113

14. Quitclaim Deed. Buyer shall execute a Quitclaim Deed conveying the concerned real property to Seller. Said Quitclaim Deed shall be placed in the aforesaid escrow and only delivered to Seller in the event of Buyers' default under the terms of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement for Deed this 26th day of September, 1999.

SELLER:

RICHARD E. HOLGATE

DARLENE C. HOLGATE

BUYER:

RALPH ANDERSON

DENISE ANDERSON

STATE OF WYOMING }
: ss
COUNTY OF SUBLETTE }

The foregoing Agreement For Deed was acknowledged before me by RICHARD E. HOLGATE and DARLENE C. HOLGATE this 26th day of Sept., 1999, witness my hand and official seal.

VICKIE BROWN - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES 10/19/99

Notary Public

My Commission Expires: 10/19/99

STATE OF WYOMING }
: ss
COUNTY OF SUBLETTE }

The foregoing Agreement for Deed was acknowledged before me by RALPH ANDERSON and DENISE ANDERSON this 26th day of September, 1999, witness my hand and official seal.

VICKIE BROWN - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES 10/19/99

Notary Public

My Commission Expires: 10/19/99

THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

Civil No. 6040

275160
1030A

RECORDED Sept 29 1999 AM
IN BOOK 70 misc PAGE 318
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

ROBERTA T. McKAY,
Plaintiff,

vs.

T.B.C. LAND AND RECREATION DEVELOPMENT CORPORATION, creditors, and successors of said person, and all other persons claiming any estate or interest in or lien upon the real property and premises which are the subject matter of this action,
Defendants.

FILED

SEP 28 1999

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, 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:

T.B.C. LAND AND RECREATION DEVELOPMENT CORPORATION, creditors, and successors of said person, and all other persons claiming any estate or interest in or lien upon the real property and premises which are the subject matter of this action,

have no claim whatsoever to any right, title, interest or estate in or to the lands and premises described as:

> **Lot 20, Block 8, Barger Subdivision**, Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining.

2. Plaintiff, ROBERTA T. McKAY, 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 27th day of Sept, 1999.

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

District Court Judge

275182

RECORDED Sept. 30 1999 11:25A M
IN BOOK 70 Misc. PAGE 320
FEES $11.00 M. Lee Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soaton

CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

Prepared: August 17, 1999

_____, Wyoming

I. **OFFER TO PURCHASE** dated 17 August, 19 99 from Thomas William and Lisia Hueckstaedt (hereinafter "Buyer"), to Raynald and Delaine Stewart (hereinafter "Seller"). Subject to the provisions of this offer, if accepted by Seller, Buyer agrees to buy and Seller agrees to sell the following described real estate situate in the City or Town of Marbleton, County of Sublette, Wyoming, commonly known as 615 E. Third St. and more particularly described as:

Lot 5, Block 5, Ball Second Addition to the Town of Marbleton, Sublette County, WY

with all improvements thereon, easements and other appurtenances and all fixtures of a permanent nature currently on the premises except as hereinafter provided, in their present condition, ordinary wear and tear excepted, and including all personal property described herein (hereinafter "Property").

II. **EARNEST MONEY.** ~~The Broker working with the Buyer~~ Sellers, acknowledges RECEIPT of ($1,000.00 One thousand & no/100--) Dollars from Buyer in the form of a check. Listing Broker _____, shall deposit said funds in its trust account by close of the next banking day following its receipt from the Broker working with the Buyer or Buyers. Listing Broker accepts such deposit and shall retain such deposit in its trust account. Listing Broker shall not disburse such deposit until Buyer's check has cleared Buyer's bank and, if this offer has been accepted, until closing or until the parties hereto have otherwise agreed in writing to the disbursement of such deposit.

III. **PURCHASE TERMS.** Buyer agrees to buy the above-described property upon the following terms and conditions and for a purchase price of ($ 50,000.00) Fifty Thousand and no/100--- Dollars payable as follows:

$ 1,000.00 earnest money deposit; and at least
$ - - by obtaining a new loan (per Section IV A); and/or
$ - - assumption; and/or
$ 49,000.00 note and mortgage to Seller; and/or
$ - - - (other) _____; and or
$ - - - (approximate) balance of purchase price to be paid in cash, cashier's check, electronically-transferred or certified funds at closing.

IV. **LOAN TERMS.**

~~A. If a new loan is to be obtained, check appropriate type and add special terms, if any:~~

☐ Conventional _____
☐ FHA _____ Mortgage Insurance $_____ (financed) (cash) (delete one)
☐ VA _____ Funding Fee $_____ (financed) (cash) (delete one)
☐ Adjustable rate mortgage _____
☐ Other _____

Said loan to be amortized for a period of _____ years at an initial interest rate not to exceed _____% per annum resulting in initial monthly payments of principal and interest of approximately $_____ PLUS reserves for taxes, insurance, and mortgage insurance, if required.

1. Loan discount points required by Lender, if any, shall be paid at closing and shall not exceed _____% of the total loan amount. The first (1, 2, etc.) _____ loan discount point(s) shall be paid by _____, and the balance, if any, shall be paid by _____.
2. Any discount points to be paid by Seller as set forth above shall not be used for the origination fee, closing costs, reserves, or any other costs.
3. If Buyer agrees to accept and can qualify for terms other than the above, the approval of Seller shall not be required, provided Seller incurs no additional expense as a result thereof.

B. If an existing mortgage is to be assumed by Buyer:

1. All mortgage payments shall be current at date of closing; approximate mortgage balance is $_____;
2. The mortgage interest shall be prorated through the date of closing;
3. The mortgage insurance, if any, (shall) (shall not) (select one) be prorated through the date of closing;
4. The insurance shall not be assigned. Buyer shall provide, at Buyer's expense, an insurance binder for not less than the mortgage balance at closing;
5. Buyer shall reimburse Seller at closing for reserves, if any, for taxes and mortgage insurance;
6. Qualification by Buyer (is) (is not) (select one) required;
7. Seller (shall) (shall not) (select one) permit assumption without release of liability;
8. Buyer shall pay:
   a. Lender's normal assumption fee but not to exceed $_____; and
   ~~b. A (fixed) (variable) (select one) interest rate not to exceed _____% per annum as of date of assumption.~~

C. If Buyer is to pay all or part of the purchase price by executing a promissory note in favor of Seller or if an existing loan is not to be released at closing, this contract is conditional upon Seller's approval of Buyer's financial ability and creditworthiness which approval shall be at Seller's sole and absolute discretion, which approval will not be unreasonably withheld. In such case: (1) Buyer shall supply to Seller on or before Already Approved, 19__, a.m./p.m. at Buyer's expense, information and documents concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; (3) any such information and documents received by Seller shall be held by Seller in confidence, and not released to others except to protect Seller's interest in this transaction; and (4) if Seller does not provide written notice of Seller's disapproval to Buyer on or before _____, 19__, _____ a.m./p.m. then Seller waives this condition. If Seller does provide written notice of disapproval to Buyer on or before said date, this Contract shall terminate. If the contract terminates pursuant to this clause, the earnest money deposit receipted for above shall be returned to Buyer subject to the requirements of section II above.

V. **LOAN APPLICATION.** ~~If a new loan is to be applied for or the existing loan is to be assumed by Buyer, Buyer agrees to~~:

A. Complete and tender the loan or assumption application to lender within ___ banking days following Seller's acceptance of this offer.
B. Complete and promptly tender to Lender any and all documents and other information required to process the application;

C. Not withdraw the assumption or loan application or intentionally cause any change in circumstances which would prejudice such application;

D. Accept the assumption or loan if approved by Lender at above-stated terms and conditions.

E. In the event that Buyer, after having complied with the requirements set forth in Section V, A through D above, fails to qualify for such financing and provides Seller with a written letter of declination by Lender, this Contract shall be voidable at the option of Buyer, by sending written notice to Seller. If voided by Buyer pursuant to this clause, the earnest money deposit receipted for above shall be returned to Buyer subject to the requirements of Section II above and this Contract shall terminate.

VI. CLOSING COSTS.

A. Buyer shall pay the following loan and closing costs in cash or certified funds at closing:

1. Loan origination fee, discount points, credit report, appraisal, inspections and/or certifications;
2. Any other costs of securing financing;
3. Any prepaid tax, insurance and/or mortgage insurance;
4. Recording fees for warranty deed and mortgage, and title insurance policy as stated in Section VIII B below; and
5. Other: ½ of Long term escrow setup fee & ½ of monthly collection fee

B. Seller shall pay the following closing costs in cash or certified funds at closing:

1. Recording fee for any mortgage releases and Owner's title insurance policy as stated in Section VIII B below; and
2. Other: ½ of Long term escrow setup fee & ½ of monthly collection fee

C. Closing agent's fee shall be paid by (Buyer) (Seller) (delete inapplicable): ½ each.

D. General taxes for the year of closing based on the most recent assessment, personal property taxes, prepaid rents, water rents, sewer rents, homeowner's and condominium association fees, dues or assessments, mortgage insurance premiums, and interest on encumbrances, if any and if applicable, shall be apportioned through date of closing. Assessments for all special improvements now installed to the extent due and payable on or before closing shall be paid by Seller. Any such installments becoming due after closing shall be paid by Buyer in the amount of $_____ per _____ for a period of_____.

E. Any unreleased judgments, liens, or other encumbrances affecting all property included in the purchase price and required to be paid, shall be paid by Closing Agent from the proceeds of this transaction, or paid by the responsible party in cash or certified funds at time of closing.

VII. ITEMS INCLUDED IN PURCHASE PRICE.

A. Price shall include all fixtures currently on premises, including but not limited to, all lighting, heating and plumbing fixtures, all outdoor plants, ~~air conditioning~~, ventilating fixtures and ~~evaporative coolers~~, built-in appliances, permanently attached floor coverings, storm windows and doors, screens, garage door openers and controls, smoke/fire detection devices, curtain and drapery rods, attached TV antennas, ~~TV satellite dish, antenna and controls, attached mirrors, awnings, water softeners (if owned by Seller), propane tanks (if owned by Seller), heating stoves and fireplace inserts (delete items not included)~~ and _____ PROVIDED, HOWEVER, that the following fixtures of a permanent nature are to be EXCLUDED from the sale: _____. Seller agrees to remove all such excluded fixtures in a workmanlike manner without causing damage to the premises, on or before the date of possession or closing, whichever is sooner. Any such damages shall be repaired at Seller's expense.

B. The price shall also include the following personal property items currently on the premises: range, dishwasher, ceiling fan, garbage disposal. in the condition as stated in Section X below.

VIII. TITLE.

A. Title shall be conveyed to the following named Buyer(s): Thomas William & Lisia Hueckstaedt as (~~Sole Owners~~), (Husband and Wife), (~~Joint Tenants with Rights of Survivorship), (Tenants in Common), (Partnership), (Corporation).~~ (Buyer Delete all except one.)

B. Seller agrees to furnish, at Seller's expense, a current commitment for an Owner's title insurance policy in an amount equal to the purchase price, showing merchantable title in Seller. Seller agrees to deliver the title insurance commitment to Buyer no later than Sept. 1, 1999, deliver the policy to Buyer without unreasonable delay after closing and pay the premium thereon at the time of closing. Buyer shall pay for any Mortgagee's title policy and any endorsements required by Lender.

C. Title shall be merchantable in Seller. Seller agrees to execute and deliver a general warranty deed including the release and waiver of all homestead rights, if any, and a good and sufficient bill of sale to Buyer conveying said real and personal properties. Title shall be subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record and the following additional encumbrances which shall NOT be released or discharged at closing: _____.

D. Except as stated in Section VIII C above, if title is not merchantable or otherwise recordable and written notice of such defects in title is given by Buyer to Seller or Listing Broker within the time herein provided for delivery of deed and shall not be rendered merchantable within 30 days after such written notice, then this contract, at Buyer's option, may be specifically enforced or may be declared void and of no effect, and each party hereto shall be released from all obligations hereunder and the payments made hereunder shall be thereupon returned forthwith to Buyer; PROVIDED, HOWEVER, that in lieu of correcting such defects, Seller may, within said 30 days, obtain a commitment for Owner's title insurance policy in the amount of the purchase price reflecting title insurance protection in regard to such defects, and Buyer may elect to accept the then existing title insurance in lieu of such merchantable title, in which case Buyer shall be deemed to have waived such defect. Seller shall pay the full premium for such Owner's title insurance policy.

IX. CLOSING AND POSSESSION.

A. Closing shall occur on Sept. 7, 1999 or as otherwise mutually agreed in writing between the parties, at a time and place which shall be designated by Listing Broker. Seller, at Seller's option, may continue to offer subject property for sale until closing. Seller understands, however, that any additional offer accepted may subject Seller to remedies provided by law for breach of the original Contract.

B. Possession shall be delivered to Buyer on Aug. 1, 1999, ____a.m./p.m. or as otherwise mutually agreed in writing between the parties. If Seller fails to deliver possession by the date herein specified, Seller shall be subject to eviction by Buyer and shall be liable for a daily rental of $_____ until possession is delivered. This remedy is in addition to any other remedies Buyer may have.

C. Possession shall be subject to the following leases or tenancies:

1. Copies of all leases and/or tenants' written verifications of rental terms, security/damage deposits and status are attached hereto and accepted by Buyer. Seller agrees to notify Buyer of any change in tenant status immediately.

2. All security/damage deposits shall be transferred to Buyer at closing.

SS 2745

X. CONDITION OF PROPERTY.

A. Seller represents that upon execution of this Contract:

1. There are no known violations of applicable city, county and/or state subdivision, zoning, building and/or public health codes, ordinances, laws, rules and regulations and any recorded covenants in force and effect as of that date except: _____

NOTE: Whether a property meets the above codes, ordinances, laws, rules and regulations is a technical question which may require special expertise. If the Buyer has concerns about these issues, the Buyer should contact the applicable departments of the city, county, and/or state or retain a firm with specialized expertise to investigate the issue.

2. The property, and all fixtures, appurtenances and improvements thereon, shall be conveyed in their present condition, ordinary wear and tear excepted, unless otherwise agreed in this Contract.

3. Property Disclosure. (Circle a or b).

a. The condition of the property is as stated in the Property Disclosure (WAR Form 900R) (Select one):

☐ An accurate and complete copy of which is attached hereto and incorporated herein.

☐ An accurate and complete copy of which shall be provided by Seller with acceptance of this offer.

b. A Property Disclosure is not available due to Seller having limited knowledge of condition of property, except for the following known defects: _____

4. Buyer may, at Buyer's option and expense, inspect the property as provided in Section XI INSPECTIONS below.

B. Buyer acknowledges and agrees that, upon execution of this Contract:

1. Buyer is not relying upon any representations of Seller or Seller's Agents or representatives as to any condition which Buyer deems to be material to Buyer's decision to purchase this property; and

2. Buyer has been advised by Selling Broker of the opportunity to seek legal, financial, construction, environmental and/or professional home inspection services regarding this purchase.

XI. INSPECTIONS.

A. Buyer or Lender Inspections.

Buyer or Lender may obtain, at no expense to Seller, electrical, mechanical, structural, environmental and/or other inspections of the property by qualified professional inspectors and/or engineers, and shall pay for any damage to Seller's property caused by such inspectors and/or engineers. Buyer, or designee, shall have the right to make any inspections of the physical condition of the property at reasonable times, upon at least 24 hours advance notice to Seller. Unless Seller receives written notice, signed by Buyer on or before _____, ____ a.m./p.m. (Objection Deadline) of any defect(s) identified by inspectors or engineers that Buyer is requesting to be repaired, the physical condition of the property shall be deemed to be satisfactory to Buyer.

B. Notice of Defects.

If inspections disclose defects of the property which Lender requires to be repaired as a loan requirement or that Buyer is requesting to be repaired pursuant to subsection C hereof, Buyer shall provide a copy of the written reports of such inspections and repair requirements to Seller immediately upon receipt.

C. Cost of Repairs.

~~1. If Lender's or Buyer's inspectors have identified or required any repairs of the property before the Objection Deadline set out in~~ XI A, Buyer and Seller agree to share the cost of such repairs as follows:

a. Seller agrees to pay the cost of such repairs not to exceed the first $_____.

b. Buyer agrees to pay the cost of the balance of such repairs, if any, not to exceed $_____.

c. If repairs exceed the total of above amounts, any additional cost shall be paid by agreement of the parties. If the parties are unable to agree on payment of additional costs, this contract shall be voidable at the option of Buyer, upon written notice to Seller no later than _____, 19____, ____ a.m./p.m. (Resolution Deadline)

~~d. If Buyer elects to void the contract in accordance with Section XI (C)(1)(c) above the earnest money deposit shall be returned to Buyer pursuant to the requirements of Section II above.~~

D. Waiver of Defects.

Buyer acknowledges that he has not been denied any opportunity to inspect property and has done so to Buyer's satisfaction. Other than repairs or defects submitted to the Seller in writing pursuant to XI (A), (B) or (C) above, or in the event no repairs or inspections are required by Buyer, Buyer accepts the property in its entirety in "as is, where is" condition without any implied or express warranty by Seller or by any Broker.

XII. RISK OF LOSS.

Risk of loss shall remain with Seller until delivery of deed. In the event that premises shall be damaged by fire or other casualty prior to time of closing, in an amount of not more than 10% of the total purchase price, Seller shall be obligated to repair the same before the date herein provided for delivery of deed. In the event such damage cannot be repaired within said time or if such damage shall exceed such sum, this contract shall be voidable at the option of Buyer. Should Buyer elect to carry out this Contract despite such damage, Buyer shall be entitled to all of the insurance proceeds resulting from such damage.

XIII. DEFAULT, REMEDIES AND ATTORNEY'S FEES.

A. Time is of the essence hereof, and any party who fails to tender any payment, or perform any other condition hereof as herein provided, shall be in default of this Contract. In the event of default, the non-defaulting party may elect to either treat this Contract as breached and recover such damages as may be proper, or may treat this Contract as being in full force and effect and require specific performance of the terms hereof. In lieu of the remedy provided above to Seller if Buyer is the defaulting party, Seller may elect to terminate the Contract and retain all payments made hereunder as liquidated damages, such amount being agreed by the parties hereto to constitute compensation for the loss of opportunity suffered by Seller due to such breach.

B. In the event that any party shall become in default or breach of any of the terms of this Contract, such defaulting or breaching party shall pay all reasonable attorney's fees and other expenses which the non-breaching or non-defaulting party may incur in enforcing this Contract with or without formal proceedings. This provision shall not limit any other remedies to which the parties may otherwise be entitled.

C. **MEDIATION AND ARBITRATION.** The parties agree that if a dispute arises between them relating to this Contract, they will not file litigation, but will informally resolve the dispute between themselves or submit the dispute to mediation or arbitration. When a dispute arises which the parties are unable to resolve between themselves, the parties shall proceed in good faith to jointly appoint an acceptable mediator and will share equally in the cost of such mediator. The mediation shall be privileged and confidential as provided by Wyoming law. In the event the mediation fails to resolve the matter within forty-five (45) calendar days from the date the dispute arises, the parties agree that the matter shall be submitted to binding arbitration. The arbitration shall be governed by the Wyoming Uniform Arbitration Act as now in effect or later amended, and, absent agreement of the parties to the contrary, each party shall select an arbitrator within fifteen (15) days of the failure of mediation and the two arbitrators shall name a third arbitrator. Unless otherwise decided by the arbitration panel, the parties shall share equally in the cost of such arbitrators.

D. Seller agrees that in the event of any controversy regarding earnest money or things of value held by Broker, unless Broker receives written instructions from both Buyer and Seller regarding disposition of the earnest money or things of value, Broker, in its sole discretion, may hold the earnest money or things of value or may interplead all parties and deposit the earnest money deposit or things of value into a court of competent jurisdiction. Broker shall be entitled to recover its attorneys' fees and costs from the losing party in the action in which the funds are interpled, but if no such award or payment is made, Broker shall recover its court costs and reasonable attorneys' fees from the interpled funds or things of value. The Arbitration/Mediation clause at XII B does not apply and is not a prerequisite to the exercise of this remedy.

XIV. ADDITIONAL PROVISIONS.

XV. CONSENTS AND ACKNOWLEDGMENTS.

A. All prior representations made in the negotiations of this sale have been incorporated herein, and there are no oral agreements or representations between Buyer, Seller or Brokers to modify the terms and conditions of this Contract.

B. Brokers are authorized to disclose information regarding this sale, and terms thereof, for comparable sold data and statistics to any Multiple Listing Service, Board of REALTORS or potential clients or customers, but only after the closing of this transaction.

C. This Contract is executed in multiple copies and by their signatures hereon each party acknowledges receipt of a signed copy at the time of signing.

D. ~~_____ (Broker Working with the Buyer) hereby discloses that it is working with the Buyer as (Seller's Agent) (Seller's Subagent) (Buyer's Agent) (Intermediary)~~ (delete all but one) and will be compensated by (Seller) (Buyer) (or _____) (delete all inapplicable). Buyer and Seller consent to that arrangement. Buyer has received, read and acknowledged a Real Estate Brokerage Disclosure and an executed copy of the Disclosure is **attached hereto.** Broker working with Buyer hereby delivers to Broker working with the Seller a copy ~~of the executed Real Estate Brokerage Disclosure.~~

XVI. OFFER BY BUYER.

If this offer is accepted by Seller in writing on or before _____, 19___, at _____A.M./P.M., the parties hereto, their heirs, successors, representatives and assigns shall become bound to the terms hereof.

THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS, CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING.

Broker working with Buyer hereby acknowledges receipt of the earnest money deposit on _____, 19___ at _____ A.M./P.M.

Firm _____ Address _____

(_____) _____ _____

Phone By

_____ _____

Buyer Date Buyer Date

_____ _____

SSN Date SSN Date

Buyer's Address _____ _____

_____ _____

Witness Date Witness Date

~~**XVII. DISCLOSURE BY LISTING BROKER.**~~

Listing Broker _____ (Brokerage Firm), hereby discloses that it is working with the Seller as a (Seller's Agent) or (Intermediary) (Delete One) and will be compensated by (Seller) (or_____) (Delete Inapplicable). Seller consents to this arrangement. Seller has received, read and acknowledged a Real Estate Brokerage Disclosure and an executed copy of the Disclosure is **attached hereto.** Broker, working with Seller, hereby delivers to Broker working with the Buyer, a copy of the executed Real Estate Brokerage Disclosure. Listing Broker hereby acknowledges receipt of the earnest money deposit on _____, 19___ at _____ A.M./P.M.

Firm _____ Address _____

(_____) _____ _____

Phone By

XVIII. ACCEPTANCE OF SELLER.

THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS, CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING.

THIS OFFER WAS RECEIVED by me as Seller on _____, 19____ at _____ A.M./P.M. _____ (Seller's Initials).

THE UNDERSIGNED SELLER (whether one or more) ACCEPTS the foregoing offer on _____, 19___ at _____A.M/P.M.

_____ _____

Seller Date Seller Date

_____ _____

Witness Date Witness Date

XIX. COUNTER OFFER BY THE SELLER

☐ If this box is checked, Seller's acceptance is subject to the attached Counter Offer which is Attachment _____.

XX. REJECTION BY SELLER.

THIS OFFER IS HEREBY REJECTED ON _____, 19___ at _____ A.M./P.M.

_____ _____

Seller Date Seller Date

_____ _____

Witness Date Witness Date

Seller has refused to execute a rejection of this offer and/or has authorized me to reject this offer on his behalf.

_____

Broker Date

XXI. BUYER'S RECEIPT OF ACCEPTED CONTRACT.

BUYER ACKNOWLEDGES RECEIPT of accepted contract on _____, 19___ at _____ A.M./P.M.

_____ _____

Buyer Date Buyer Date

_____ _____

Witness Date Witness Date

ADDENDUM TO CONTRACT
Addendum A

In reference to that (offer, Acceptance and Receipt) dated 17th August , 1999 between THOMAS WILLIAM AND LISIA HUECKSTAEDT as Buyers, and RAYNALD AND DELAINE STEWART as Seller(s) pertaining to the property described 615 EAST THIRD ST., MARBLETON, WY. the undersigned (Buyer and Seller hereby agree to the following:

The Sellers agree to finance $49,000.00 with interest at the rate of 7 1/4% per annum with a note and mortgage secured by the above mentioned property.

The terms are as follows: Buyers to pay monthly $500.00 on or before the 15th of each month with the first payment due September 15. 1999. Monthly payment shall apply first to principle then to interest.

Buyers agree to pay an additional $500.00 every 3rd month on the regular monthly due date, which shall apply solely to principle.

Buyers to make a balloon payment of all remaining principle and accrued interest due and payable on or before August 15, 2006.

Buyers shall have the option to prepay any amount at anytime during the term of this agreement without any prepayment penalty.

Buyers are to pay all Property Taxes in a timely manner and carry full value Fire, Hazard and Liability Type Insurance at all times during the term of the mortgage.

A. This Addendum, upon its execution by both parties, is herewith made an integral part of the aforementioned contract.

B. This Addendum is executed in multiple copies and by his signature hereon the Buyer acknowledges receipt of a signed copy at the time of signing.

C. All prior representations made in the negotiations of this sale have been incorporated herein, and there are no oral agreements or representations between Buyer, Seller or their agents to modify the terms and conditions of the Contract.

THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS, CONSULT LEGAL COUNSEL BEFORE SIGNING.

Lisia L Hueckstaedt 8/30/99 — Buyer — Date
Raynald Stewart 8/31/99 — Seller — Date
Thomas W Hueckstaedt 8/30/99 — Buyer — Date
Delaine Stewart 8-31-99 — Seller — Date

Witness — Date
Witness — Date

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

That on this date, August 30, 1999, Thomas William and Lisa Hueckstaedt personally appeared before me, who I personally know and signed the attached instrument.

Kay Lynn Ficerno
Notary Public

My commission expires: 4/50/2001

STATE OF WYOMING)
)
County of Sublette)

That on this date, August 31, 1999, Raynald and Delaine Stewart personally appeared before me, who I personally know and signed the attached instrument.

Kay Lynn Ficerno
Notary Public

My commission expires: 4/05/2001

PARCEL IDENTIFICATION #
MEMBER #12732
WORK ORDER #12134 & 12135
SEC.03,T36N,R113W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That I, the undersigned, MARLENE L. BEEBE, ("Grantor") 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, ("Grantees"), a perpetual easement and right of way for the construction and continued maintenance, repair, alteration and replacement of the electric distribution circuits, lines and equipment 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 5 of the Eagle Subdivision, Sublette County, Wyoming, also being a part of Section 3, T36N, R113W.

COMMENCING at a point being the C 1/4 of said Section 3; thence N 0 degrees 15 minutes 43 seconds E, 1,329 feet; thence S 67 degrees 22 minutes E, 69. feet; thence S 50 degrees E, 122 feet; thence S 0 degrees E, 408 feet; thence N 75 degrees W, 39 feet; thence easement begins and bears N 75 degrees W, 266 feet to a transformer; thence N 10 degrees W, 10 feet more or less to a meter.

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, spray herbicides, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of the facilities. The Grantor acknowledges that Electric and Magnetic Fields (EMF) are naturally occurring in the transmission or distribution of electricity, and that the Grantee has here notified Grantor that EMF testing and information is available upon request from the Grantee. This Easement by Grantor is intended to include so much space as is necessary or appropriate to the presence of EMF and reasonable operation of the Grantee's transmission or distribution lines. 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 the Grantor, this 9th day of September, 1999.

Marlene L. Beebe
Marlene L. Beebe

STATE OF Wyoming }
COUNTY OF Teton }

The foregoing instrument was acknowledged before me by Marlene L. Beebe
this 9th day of Sept., 19 99

Witness my hand and official seal.

(Seal)

Linda Willard
Notary Public

My commission expires: May 22, 2001

LINDA WILLARD - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires May 22, 2001

275201

RECORDED Sept. 30 1999 1:30p M
IN BOOK 70 Misc. PAGE 326
FEES $ 6.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

SUSAN GULBRANDSON, a widow, being first duly sworn, states as follows:

1. Affiant has an interest in the real property which is the subject matter of this Affidavit.

2. Affiant states that MICHAEL RAY GULBRANDSON died at Tulsa, Tulsa County, Oklahoma, on September 18, 1999, 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 Affiant, SUSAN GULBRANDSON, and her spouse, MICHAEL RAY GULBRANDSON, purchased certain real property as joint tenants with right of survivorship from HERBERT D. MOLYNEUX and ERICA S. MOLYNEUX, which property was conveyed by Warranty Deed dated July 8, 1980, and recorded in the office of the County Clerk of Sublette County, Wyoming, on July 10, 1980, in Book 21 of Deeds, Page 660, which property is more particularly described as follows:

> Lots Three (3) and Four (4) Block Six (6) of the Hennick Second Addition to the Town of Pinedale, Wyoming, as the same appears on the official plat thereof filed in the Office of the County Clerk and Ex-Officio Register of deeds, Sublette County, Wyoming; together with all improvements and appurtenances thereto appertaining;
>
> SUBJECT TO reservations and restrictions contained in United States Patents and to easements and rights of way of record or in use.

4. Affiant, SUSAN GULBRANDSON, survived MICHAEL RAY GULBRANDSON.

5. This Affidavit is filed for the purpose of establishing the fact of the death of said MICHAEL RAY GULBRANDSON, to make an official record of the termination of the interests of MICHAEL RAY GULBRANDSON in and to said property and the vesting of the same in Affiant, SUSAN GULBRANDSON, survivor of MICHAEL all pursuant to the provisions of W.S. § 2-9-102.

275224

DATED this 30th day of September, 1999.

RECORDED October 1 1999 11:40A M
IN BOOK 70 Misc. PAGE 327
FEES $10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

Susan Gulbrandson
SUSAN GULBRANDSON

By Cathy Soaton

SUBSCRIBED AND SWORN to before me by SUSAN GULBRANDSON this 30 day of September, 1999.

WITNESS my hand and official seal.

DEBI K. RULAND - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Sept. 14, 2000

Debi K. Ruland
Notary Public

My Commission expires:

329

STATE OF OKLAHOMA
CERTIFICATE OF DEATH

LOCAL FILE NUMBER | STATE FILE NUMBER

1. DECEDENT'S NAME (First, Middle, Last)	2. SEX	3. DATE OF DEATH (Month, Day, Year)
Michael Ray Gulbrandson	M	9-18-99

4. SOCIAL SECURITY NO.	5a. AGE-Last Birthday (Years)	5b. UNDER 1 YEAR Months	Days	5c. UNDER 1 DAY Hours	Minutes	6. DATE OF BIRTH (Month, Day, Year)	7. BIRTHPLACE (City, and State or Foreign Country)
517-66-3663	45					11-17-53	Jackson, WY

8a. PLACE OF DEATH (Check only one) HOSPITAL: [X] Inpatient [ ] ER/Outpatient [ ] DOA OTHER: [ ] Nursing Home [ ] Residence [ ] Other (Specify)

8b. FACILITY NAME (If not institution, give street and number) Cancer Treatment CTR

8c. CITY, TOWN, OR LOCATION OF DEATH	8d. INSIDE CITY LIMITS	8e. COUNTY OF DEATH	9. MARRIED / NEVER MARRIED / WIDOWED / DIVORCED	10. SURVIVING SPOUSE (If wife, give maiden name)
Tulsa	[X] Yes [ ] No	Tulsa	[X] MARRIED [ ] NEVER MARRIED [ ] WIDOWED [ ] DIVORCED	Susan Gulbrandson

11a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life) Do not use retired.	11b. KIND OF BUSINESS/INDUSTRY	12e. INSIDE CITY LIMITS?	12f. ZIP CODE
heavy equiptment operator	pipeline const.	[X] Yes [ ] No	82941

12a. RESIDENCE-STATE	12b. COUNTY	12c. CITY, TOWN, OR LOCATION	12d. STREET AND NUMBER
WY	Sublette	Pinedale	P.O. Box 1495

13. WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes--If yes, specify Cuban, Mexican, Puerto Rican, etc.)
[X] No [ ] Yes Specify:

14. RACE--American Indian, Black, White, etc.
Specify: white

15. DECEDENT'S EDUCATION (Specify only highest grade completed)

Elementary/Secondary (0-12)	College (1-4 or 5 +)
12th	

16. FATHER'S NAME (First, Middle, Last)	17. MOTHER'S NAME (First, Middle, Maiden, Surname)
Rodrick GulBrandson	Doris Kunz

18a. INFORMANT'S NAME (Type/Print)	18b. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code)
Susan Christensen Gulbrandson	P.O. Box 1495 Pinedale, WY. 82941

19a. METHOD OF DISPOSITION	19b. PLACE OF DISPOSITION (Name of cemetery, crematory or other place)	19c. DATE OF DISPOSAL	19d. LOCATION--City or Town, State
[ ] Burial [X] Cremation [ ] Removal from State [ ] Donation [ ] Other (Specify)	Ray Francisco Crem.	09-20-99	Tulsa, OK.

20. FUNERAL HOME - HOME AND ADDRESS (Street or R.F.D. No., City or Town, State, Zip)	20b. FUNERAL DIRECTOR	20c. SIGNATURE
Nick Reynolds Funeral Service 215 S. 11th St. Collinsville, OK. 74021	Nick A. Reynolds	Nick A. Reynolds

21. TIME OF DEATH	22. DATE PRONOUNCED DEAD (Month, Day, Year)	23. WAS CASE REFERRED TO MEDICAL EXAMINER?
12:30 A.M.	09-18-99	[ ] Yes [X] No

24. 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.*

9911394

		Approximate interval between onset and death
IMMEDIATE CAUSE (Final disease or condition resulting in death)	a. Pneumonia	
	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. Carcinoma of Pancreas	
	Due to (or as a consequence of):	
	c.	
	Due to (or as a consequence of):	
	d.	

PART II. Other significant conditions contributing to death resulting in the underlying cause given in Part I.

24a. WAS AN AUTOPSY PERFORMED?	24b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH?
Yes [ ] No [X]	Yes [ ] No [ ]

24c. AUTOPSY AUTHORIZED BY:	24d. WAS BODY VIEWED?	25. MANNER OF DEATH
	Yes [ ] No [X]	[X] Natural [ ] Accident [ ] Suicide [ ] Homicide [ ] Pending investigation [ ] Could not be determined

26a. DATE OF INJURY (Month, Day, Year)	26b. TIME OF INJURY	26c. INJURY AT WORK?	26d. DESCRIBE HOW INJURY OCCURRED
		Yes [ ] No [ ]	

26e. PLACE OF INJURY--At home, farm, street, factory, office, building, etc. (specify)	26f. LOCATION (Street and Number or Rural Route Number, City or Town, State)

27a. CERTIFIER (Check only one)

[ ] ATTENDING 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.

Notice to attending physician: *Do not sign this certificate unless you are the physician who attended the deceased for a natural illness--unrelated to injury or poisoning--to which the patient has apparently succumbed, provided that death did not occur while deceased was in penal incarceration or during a therapeutic procedure in which death was not reasonably medically expected. For enumeration of deaths subject to investigation and certification by Medical Examiner, refer to O.S. Title 63, Sec. 938, or contact office of Chief Medical Examiner in Oklahoma City.*

[X] MEDICAL EXAMINER
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.

27b. SIGNATURE AND TITLE OF CERTIFIER	27c. DATE SIGNED (Month, Day, Year)
R L Hemphill, M.D. Medical Examiner	9-20-99

28. NAME AND ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (ITEM 27) (Type/Print)
R.L. HEMPHILL, M.D. 1115 West 17 St., Tulsa, Oklahoma 74107

29. REGISTRAR'S SIGNATURE (LOCAL)	30. DATE RECEIVED BY LOCAL REGISTRAR	31. DATE RECEIVED BY STATE REGISTRAR
Lane Malone	September 21, 1999	

State Department of Health
State of Oklahoma
OKLAHOMA CITY, OKLAHOMA 73152

ROGER C. PIRRONG
STATE REGISTRAR OF VITAL STATISTICS

CERTIFIED COPY MUST BE VALIDATED IN THREE COLORS

I hereby certify the foregoing to be a true and correct copy, original of which is on file in this office. In testimony whereof, I have hereunto subscribed my name and caused the official seal to be affixed, at Oklahoma City, Oklahoma, this date.

September 21, 1999

[redacted] [redacted]

[redacted] REGISTRAR

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

ERIC JUEL, being first duly sworn, states as follows:

1. Affiant has an interest in the real property which is the subject matter of this Affidavit.

2. Affiant states that PAUL JUEL died at Rock Springs, Sweetwater County, Wyoming, on October 28, 1990, the facts of said death more fully appearing on the duly certified Certificate of Death attached hereto and by this reference incorporated herein.

3. PAUL JUEL, along with ELLIOT JUEL RAY and ERIC JUEL acquired certain real property as joint tenants with right of survivorship from Helen Maria Juel aka Marie Juel, which property was conveyed by Warranty Deed dated August 7, 1969, and recorded in the office of the County Clerk of Sublette County, Wyoming, on August 12, 1969, in Book 14 of Deeds, Page 362, which property is more particularly described as follows:

> The West ½ of the NW¼ and the North ½ of the SW¼ of Section 14, Township 29 North, Range 103 West of the 6th P.M.; together with all water rights appertaining to said land;

3. ELLIOTT JUEL RAY and ERIC JUEL survived PAUL JUEL.

5. This Affidavit is filed for the purpose of establishing the fact of the death of said PAUL JUEL, and to make an official record of the termination of the interests of PAUL JUEL in and to said property and the vesting of the same in ELLIOTT JUEL RAY and ERIC JUEL, survivors of PAUL JUEL all pursuant to the provisions of W.S. § 2-9-102.

275225

DATED this 30th day of September, 1999.

RECORDED October 1 1999 11:40A M
IN BOOK 70 Misc. PAGE 330
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Carter

ERIC JUEL

SUBSCRIBED AND SWORN to before me by ERIC JUEL this 30th day of September, 1999.

WITNESS my hand and official seal.

Emma Lou Mason
Notary Public

My Commission Expires:

Emma Lou Mason - Notary Public
County of Sublette
State of Wyoming
My Commission Expires 04/02/2003

Date Issued SEP 16 1999

Jacinda McCaffrey
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.

147

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

90-025 16
STATE FILE NUMBER

LOCAL FILE NUMBER

TYPE OR PRINT IN PERMANENT INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME: FIRST PAUL; MIDDLE CHRISTOPHER; LAST JUEL, JR.
2. SEX: Male
3. DATE OF DEATH (Mo., Day, Yr.): October 28, 1990
4. SOCIAL SECURITY NUMBER: 520-28-6316
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.): August 10, 1924
7a. PLACE OF DEATH (Check only one): HOSPITAL: [X] Inpatient [ ] ER/Outpatient [ ] DOA; OTHER: [ ] Nursing Home [ ] Residence [ ] Other (Specify)
7b. FACILITY NAME (If not institution, give street and number): Memorial Hospital of Sweetwater County
7c. CITY, TOWN, OR LOCATION OF DEATH: Rock Springs
7d. COUNTY OF DEATH: Sweetwater
8. STATE OF BIRTH (If not in U.S.A., name country): Wyoming
9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): Married
10. SURVIVING SPOUSE (If wife, give maiden name): Mary Lee Wixon
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): Accountant - Owner & Operator
12b. KIND OF BUSINESS OR INDUSTRY: Income Tax Service
13a. RESIDENCE - STATE: Wyoming
13b. COUNTY: Sweetwater
13c. CITY, TOWN OR LOCATION: Rock Springs
13d. STREET AND NUMBER: 1405 Carbon Street
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.): [X] No [ ] Yes (Specify)
15. RACE-American Indian, Black, White, Etc. (Specify): White
16. DECEDENT'S EDUCATION (Specify only highest grade completed): Elementary/Secondary (0-12): 12; College (1-4 or 5+): 3½

PARENTS

17. FATHER'S NAME: First Paul; Middle Christopher; Last Juel, Sr.
18. MOTHER'S NAME: First Helen; Middle Edith; Maiden Surname Jones

INFORMANT

19a. INFORMANT-NAME (Type or Print): Mrs. Mary Juel
19b. RELATIONSHIP TO DECEDENT: Wife
19c. MAILING ADDRESS: STREET OR R.F.D. NUMBER 1405 Carbon Street; CITY OR TOWN Rock Springs, Wyoming; STATE; ZIPCODE 82901

DISPOSITION

20a. Burial, Cremation, Removal, Other (Specify): Burial
20b. DATE (Mo., Day, Yr.): Nov. 1,1990
20c. CEMETERY OR CREMATORY-NAME: Wataha Memorial Section Rock Springs Municipal
20d. LOCATION: CITY OR TOWN Rock Springs, Wyoming; STATE
21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature): Pete L. Mijanovich; Number 406
21b. NAME OF FACILITY: Vase Funeral Home; Number 85
21c. ADDRESS OF FACILITY: 154 Elk Street, Rock Springs, Wyoming

CERTIFIER

To Be Completed by CERTIFYING PHYSICIAN Only

22a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title): Michael H. Werner M.D.
22b. DATE SIGNED (Mo., Day, Yr.): October 30, 1990
22c. HOUR OF DEATH: 9:55P M
22d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print):

To Be Completed by CORONER Only

23a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title):
23b. DATE SIGNED (Mo., Day, Yr.):
23c. HOUR OF DEATH: M
23d. PRONOUNCED DEAD (Mo., Day, Yr.):
23e. PRONOUNCED DEAD (Hour): M

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): Michael H. Werner, M.D., 1208 Hilltop Drive, Rock Springs, Wyoming 82901

25a. REGISTRAR (Signature): Donnie C. Noble
25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): October 30, 1990

CAUSE OF DEATH

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

Immediate Cause (Final disease or condition resulting in death): a. Ruptured Abdominal Aortic Aneurysm
Due To (Or As A Consequence Of): b. Atherosclerotic Peripheral Vascular Disease
Due To (Or As A Consequence Of): c. Suspected Cardiac Disease
Due To (Or As A Consequence Of): d.

Approximate Interval Between Onset and Death: a. Hours; b. Years; c. Years; d.

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

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

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

NOV 9

VR 2-89
1/89 15M

AFFIDAVIT

RECORDED October 1, 1999 2:00 PM
IN BOOK 70 Misc. PAGE 332
FEES $ 10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Zaeter

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE) 275230

Patrick Allen Schriver being first duly sworn upon his oath, according to law, deposes and says:

1-

That he is a resident of the City of San Diego, State of California, and is an adult person;

2-

That this affidavit is made pursuant to law and concerns the following-described real estate and premises situate in the County of Sublette and State of Wyoming, to-wit:

Lots 11, 12, 13, 14, block 4, Cooley First 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; and

Lot 4 of the Industrial Site, as the same appears on the plat and map thereof on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming; and

Together with all buildings, fences and improvements situate thereon or thereunto appurtenant,

3-

That by quitclaim deed filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming, on the 4th day of April, 1995, and recorded at page 241 of Book Eleven (11) of the Quitclaim Deed Records of said office, all right, title and interest of Harry P. Schriver in and to the above described real estate and premises, was conveyed and quitclaimed unto Harry P. Schriver, Trustee of the Harry P. Schriver Family Trust dated July 31, 1992, grantee;

4-

That the said trustee, Harry P. Schriver, is deceased, and that he died on the 19th day of August, 1999;

5-

That attached hereto is a true and correct copy of the official death certificate of Harry P. Schriver certified by the public authority wherein such original death certificate is a matter of record, and that Harry P. Schriver who is named in said death certificate is one and the same person as Harry P. Schriver, Trustee of the Harry P. Schriver Family Trust dated July 31, 1992, and grantee under the aforesaid quitclaim deed;

6-

That an abstract of the Harry P. Schriver Family Trust appears at page 403 of Book 60 of the Miscellaneous Records of the office of the County Clerk of Sublette County, Wyoming;

7-

That pursuant to the terms of the Harry P. Schriver Family Trust dated July 31, 1992, and by virtue of the death of Harry P. Schriver, trustee, as above set forth, the trustees authorized to execute the said trust are as follows:

Patrick Allen Schriver, son, and Lisa Ann Schriver, daughter; and that said trustees are also equal beneficiaries under the said Harry P. Schriver Family Trust dated July 31, 1992.

Patrick Allen Schriver, affiant.

Subscribed in my presence and sworn to before me this 1ST day of October , 1999.

Notary Public

Seal and exp:

JOHN S. MACKEY - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Aug. 4, 2001

Mail address of affiant:

Pat Schriver
17446 Matinal Drive #4821
San Diego, CA 92127

CERTIFICATION OF VITAL RECORD

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 67 — STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME: First HARRY; Middle P.; Last SCHRIVER
2. SEX: MALE
3. DATE OF DEATH (Mo., Day, Yr.): AUGUST 19, 1999
4. SOCIAL SECURITY NUMBER: 520-12-8471
5a. AGE-Last Birthday (Years): 75
5b. UNDER 1 YEAR: Months; Days
5c. UNDER 1 DAY: Hours; Minutes
6. DATE OF BIRTH (Mo., Day, Yr.): DECEMBER 1, 1923
7a. PLACE OF DEATH (Check only one): HOSPITAL: [X] Inpatient [ ] ER/Outpatient [ ] DOA; OTHER: [ ] Nursing Home [ ] Residence [ ] Other (Specify)
7b. FACILITY NAME (If not institution, give street and number): ST. JOHN'S HOSPITAL
7c. CITY, TOWN, OR LOCATION OF DEATH: JACKSON
7d. COUNTY OF DEATH: TETON
8. STATE OF BIRTH (If not in U.S.A., name country): NEBRASKA
9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): DIVORCED
10. SURVIVING SPOUSE (If wife, give maiden name):
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): TRUCK DRIVER
12b. KIND OF BUSINESS OR INDUSTRY: TRUCKING
13a. RESIDENCE - STATE: WYOMING
13b. COUNTY: SUBLETTE
13c. CITY, TOWN OR LOCATION: PINEDALE
13d. STREET AND NUMBER: 354 E. MILL 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.): [X] No [ ] Yes (Specify)
15. RACE - American Indian, Black, White, Etc. (Specify): WHITE
16. DECEDENT'S EDUCATION (Specify only highest grade completed): Elementary/Secondary (0-12): 12; College (1-4 or 5+):

PARENTS

17. FATHER'S NAME: First HARRY; Middle ALLEN; Last SCHRIVER
18. MOTHER'S NAME: First CECILA; Middle; Maiden Surname BARRETT

INFORMANT

19a. INFORMANT-NAME (Type or Print): LISA SCHRIVER
19b. RELATIONSHIP TO DECEDENT: DAUGHTER
19c. MAILING ADDRESS: STREET OR R.F.D. NUMBER: 1621 SOUTH 8th. STREET; CITY OR TOWN: ABERDEEN; STATE: SOUTH DAKOTA; ZIP CODE: 57401

DISPOSITION

20a. Burial, Cremation, Removal, Other (Specify): BURIAL
20b. DATE (Mo., Day, Yr.): AUG. 23, 1999
20c. CEMETERY OR CREMATORY NAME: PINEDALE CEMETERY
20d. LOCATION: CITY OR TOWN: PINEDALE; STATE: WYOMING
21a. FUNERAL SERVICE LICENSEE OR Person Acting As Such (Signature): [signature] N/A
21b. NAME OF FACILITY: HUDSON'S FUNERAL HOME 115
21c. ADDRESS OF FACILITY: 164 N. BRIDGER AVENUE

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.): 9/9/99
22c. HOUR OF DEATH: 18:39 M
22d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print):

FOR CORONER USE 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.): 8/20/99
23c. HOUR OF DEATH: 18.39 M
23d. PRONOUNCED DEAD (Mo., Day, Yr.): 8/19/99
23e. PRONOUNCED DEAD (Hour): 1839 M

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

25a. REGISTRAR (Signature): [signature]
25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): 9/17/99

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. acute renal failure — Approximate Interval Between Onset and Death: 48 hrs
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. Ischemic bowel — one week
DUE TO (OR AS A CONSEQUENCE OF):
c. atherosclerotic vascular 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): YES
28. WAS CASE REFERRED TO CORONER (Specify yes or no): YES

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

SEP 22 1999

VR-2-89
4/84 15M

093494

This is a true and exact reproduction of the document on file in the office of Vital Records Services, Cheyenne, Wyoming.

DATE ISSUED: SEP 22 1999

Lucinda McCaffrey
Deputy State Registrar

This copy is not valid unless prepared on paper with an engraved border displaying the date, seal and signature of the Deputy State Registrar.

SEAL — VITAL RECORDS SERVICES — WYOMING

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

COPY NOT VALID

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

In the Matter of the Estate of MICHAEL JOHNSTON.

IN THE DISTRICT COURT

THIRD JUDICIAL DISTRICT

Probate No. P-88-67

FILED

SEP 30 1999

NONIE STACEY CLERK OF DISTRICT COURT

BY _____ DEPUTY CLERK

ORDER CONFIRMING CONVEYANCE OF REAL PROPERTY

The above captioned matter came before the Court on the Verified Motion for Order Confirming Conveyance of Real Property filed herein and the Court having examined and considered same, finds as follows:

1. The sale has been at a price and on terms advantageous to the estate of the ward.

2. The sale in all respects was made in conformity with law and should be confirmed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that sale of the ward's interest in real property described below to Howard R. Leeper and Barbara J. Leeper, shall be, and it is hereby, confirmed. Said real property is more particularly described as follows:

Lot Eight (8) of the Jim Bridger Estates, First Filing, Sublette County, Wyoming.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Warranty Deed conveying said real property be, and it is hereby, ratified and confirmed. Delivery of said Warranty Deed to Howard R. Leeper and Barbara J. Leeper by the Conservator of the Estate is also ratified and confirmed.

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that the Conservator shall now accept the amount due for said sale and shall cause a certified copy of this Order to be recorded in the Office of the County Clerk of Sublette County, Wyoming.

DATED this 30th day of September, 1999.

JERE RYCKMAN
District Court Judge

275240

RECORDED Oct. 1 1999 4:55 P M
IN BOOK 70 Misc. PAGE 335
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

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 30 Sep 1999
NONIE STACEY, Clerk of the District Court
County of Sweetwater
State of Wyoming
By _____ Deputy

AFFIDAVIT OF HEIRSHIP AND MARITAL HISTORY

275246

RECORDED October 4 1999 9:10 M
IN BOOK 70 Misc. PAGE 336
FEES $12.00 County Clerk
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soden

Owner # 122834-00
D.O.# 00016152-00034
D.O.# 00016152-00075

DATE 9-28-99

William P. Mau
Deceased

520-38-7946
S.S. No.

Date of Death 12/20/98 Age 68- domiciled in Kemmerer, Lincoln County Wyoming State.

BEFORE ME, the undersigned authority, on this day personally appeared, Johanna Mau, of lawful age, well known to me to be a credible person who upon her oath deposes says:

That she was personally well acquainted with the above named decedent, during his lifetime, having known him for 50 years, and that affiant bears the following relationship to said decedent, to-wit: spouse.

Affiant further states that the said decedent departed this life at 4:50 p.m. in Uinta County, State of Wyoming, on or about December 20, 1998, being 68 years old at the date of his death.

Affiant further states that she 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 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. Nearly all of decedent's assets were held in a trust, so that no probate has been necessary to establish the succession to and the distribution of the decedent's property.

2. If decedent left no will, has a representative been appointed for the estate of the decedent? N/A. See above.

3. Marital status of decedent at time of death. Married.

The effect of the will and trust was to designate decedent's wife as beneficiary of the residuary estate. Therefore, all of decedent's interest in the mineral rights described below are now owned by decedent's surviving spouse, Johanna Mau. Attached is a certified copy of the death certificate of decedent. Decedent was owner of certain mineral rights located in Sublette County, Wyoming, more particularly described as follows:

Township 28 North, Range 113 West, 6TH P.M.

Division Order No: 00016152-00034

"Tip Top Unit B TR 46"

Section 17: W1/2SW1/4 and SE1/4SW1/4 (aka Tract 39), containing 120.00 acres, more or less.

Township 28 North, Range 113 West, 6TH P.M.

Division Order No: 00016152-00075

"Tip Top Unit B TR 46"

Section 17: W1/2SW1/4 and SE1/4SW1/4 (aka Tract 39), containing 120.00 acres, more or less.

4-- If decedent was ever married, complete the following:

Name: Johanna Mau

Address: 1345 Uinta Drive
Kemmerer, WY 83101

S.S. No: 520-30-3085

Date of marriage: March 31, 1950

Decedent's surviving spouse, Johanna Mau, is the affiant herein. Decedent was never married to anyone else.

5-- If decedent had any children by any spouse, or adopted any children, give the following information:

Name	Date of Birth	S.S. No.	Complete Address
1. Kathy Bettas	6-19-51		1328 Uinta Dr., Kemmerer, WY 83101
2. Jerri Kelly	8-8-52		1321 4 West Ave, Kemmerer, WY 83101

6. If a deceased child left descendants, give the following information: N/A.

7. If decedent left no children or grandchildren please list all information concerning the father, mother, brothers and sisters: N/A

8. Please list children of any deceased brother or sister of decedent:: N/A

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

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. N/A. None were due.

Johanna Mau
Johanna Mau

Subscribed and sworn to before me this 28 day of September, 1999.

Paula M. Ferentchak
Notary Public
Lincoln County, WY
My Commission Expires
Nov. 16, 1999

Paula M. Ferentchak
Notary Public in and for
Lincoln County, State of Wyoming

My commission expires 11-16-99.

*N/A DENOTES NOT APPLICABLE.
ALL QUESTIONS MUST BE COMPLETED

CORROBORATING AFFIDAVIT
(To be executed by party other than above affiant)

STATE OF WYOMING :
: ss
COUNTY OF LINCOLN :

Gerald L. Goulding, 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.

Gerald L. Goulding
Gerald L. Goulding

Subscribed and sworn to before me this 30th day of September, 1999.

LAYNA HADERLIE - NOTARY PUBLIC
County of Lincoln — State of Wyoming
My Commission Expires: Feb. 26, 2000

Layna Haderlie
Notary Public in and for
Lincoln County, State of Wyoming

My commission expires February 26, 2000.

CERTIFICATION OF VITAL RECORD

339

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 78 — 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.)
William	Peter	Mau	Male	December 20, 1998

4. SOCIAL SECURITY NUMBER	5a. AGE (Last Birthday) (Years)	5b. UNDER 1 YEAR: Months	Days	5c. UNDER 1 DAY: Hours	Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
520-38-7946	68					April 18, 1930

7a. PLACE OF DEATH (Check only one)

HOSPITAL: [ ] Inpatient [ ] ER/Outpatient [ ] DOA | OTHER: [X] 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
Rocky Mountain Care Center	Evanston	Uinta

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	Johanna Bertagnolli

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/INDUSTRY
No	Sheep Rancher	Sheep

13a. RESIDENCE – STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Lincoln	Kemmerer	1345 Uinta Street

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

PARENTS

17. FATHER'S NAME – First	Middle	Last	18. MOTHER'S NAME – First	Middle	Maiden Surname
Albert	R.	Mau	Marguerite		Kennedy

INFORMANT

19a. INFORMANT'S NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Johanna Mau	Wife

19c. MAILING ADDRESS – STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
1345 Uinta Street	Kemmerer,	Wyoming	83101

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY – NAME	20d. LOCATION – CITY OR TOWN, STATE
Cremation	Dec. 21, 1998	Garner 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]	429	Crandall Funeral Home	111	Evanston, Wyoming

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

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

22b. DATE SIGNED (Mo., Day, Yr.): December 21, 1998

22c. HOUR OF DEATH: 4:50P 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): Thomas J. Simon M.D. 150 Arrowhead Dr. Evanston, Wyoming 82930

25a. REGISTRAR (Signature)		25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
[signature]	Deputy	December 21, 1998

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.	Aspiration Pneumonia	1 wk
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)	Cerebrovascular Accident	1 wk
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: Senile Dementia

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

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

30e. PLACE OF INJURY – At home, farm, street, factory, office building, etc. (Specify)

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

VR 2-89
4/94 15M

This is a true and exact reproduction of the document on file in the office of Vital Records Services, Cheyenne, Wyoming

DATE ISSUED: _____

Lucinda McCaffrey
Deputy State Registrar

This copy is not valid unless prepared on paper with an engraved border displaying the date, seal and signature of the Deputy State Registrar

VITAL RECORDS SERVICES SEAL WYOMING

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

RIGHT-OF-WAY EASEMENT

RECORDED October 4 1999 10:50 M
IN BOOK 70 Misc PAGE 340
FEES $ Ø
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

275249

KNOW ALL MEN BY THESE PRESENT:

That REDSTONE CORPORATION of Sublette County, State of Wyoming, party of that first part, for and in consideration of the sum of Ten (10.00) Dollars and other valuable considerations, receipt of which is hereby acknowledged, has granted and conveyed, and by these presents does grant and convey unto the County of Sublette, State of Wyoming, party of the second part, its successors and assigns, an EASEMENT for a right of way to place, construct, operate, repair, and maintain STONE TRAIL COUNTY ROAD NO. 23-216 through, across, and upon the following described property of the party of the first part, located in Sublette County, State of Wyoming,

To-wit:--

A strip of land eighty (80) feet in width being part of the NW¼SE¼ of Section 4, T33N, R109W, Sublette County, Wyoming with the center-line described as follows:

BEGINNING at Station 0+00, S23°-15'E, 76.15 feet from the southeast corner of Lot 16 of Block 6 of the Redstone First Addition to the Town of Pinedale of record in the Office of the Clerk of Sublette County in Book 34 of Miscellaneous Records on page 25;

thence southeasterly, 199.72 feet along the arc of a circular curve to the left through a central angle of 07°-22' with radius of 1553.40 feet to Station P.T. 1+99.72;

thence S07°-22'E, 778.61 feet to Station P.C. 9+88.33;

thence southerly, 199.72 feet through the arc of a circular curve to the right through a central angle of 07°-23' with radius of 1549.88 feet to Station P.T. 11+88.05 on the north line of Slate Lane of record on the plat for the Rocky Roads Subdivision of record in said Office in Book 34 of Miscellaneous Records on page 334, N40°-02'W, 78.78 feet from the northwest corner of Lot 1 of said Rocky Roads Subdivision;

the base bearing for this survey is the south line of said Lot 16 of Block 6 as East;

all in accordance with the plat prepared to be filed in said Office titled, " REVISED PLAT OF PART OF STONE TRAIL COUNTY ROAD NO. 23-216 SUBLETTE COUNTY, WYOMING";

and it is further stipulated that upon the recording of this easement in said Office, that that easement of record in said Office in Book 50 of Miscellaneous Records on page 38 is hereby relinquished and extinguished.

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

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

IN WITNESS WHEREOF, the party of the first part has caused its seal to be hereunto affixed and these presents to be signed by its duly authorized officers, on the 29th day of September, 1999.

Attest:

Secretary - Assistant

John A. Sulenta, President

State of Wyoming)
County of Sublette)ss…

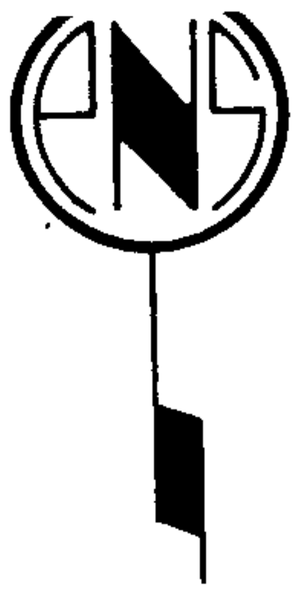
On this 29th day of September 1999 before me personally appeared John A. Sulenta to me personally known, who being by me duly sworn, did say that he is the President of Redstone Corporation, a Wyoming Corporation and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

Susan J. Hanson - Notary Public
County of Sublette
State of Wyoming
My Commission Expires Dec. 12, 2002

Susan J. Hanson
Notary Public

My commission expires: 12/12/2002



275271

RECORDED October 5 1999 2:05 PM

IN BOOK 70 Misc PAGE 342

FEES $ 6 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Sexton

REVISED PLAT

OF PART OF

STONE TRAIL

COUNTY ROAD NO. 23-216

SUBLETTE COUNTY, WYOMING

342

REDSTONE
SIXTH ADDITION
TO THE TOWN OF PINEDALE
ADDITIONAL PROTECTIVE COVENANTS
AS TO PART OF SUBDIVISION

WHEREAS, the undersigned Declarant is the sole owner of certain real property located in Sublette County, more particularly hereinafter described; and,

WHEREAS, the Declarant wishes to place certain additional restrictive covenants upon the land, the purpose of which is to control and direct the activities that may take place thereon and thereby to secure to the present owner and to each succeeding lot owner the full benefit and enjoyment of his or her respective lot; and,

WHEREAS, the Declarant desires that this instrument shall define these additional restrictions upon said land, shall later be incorporated by reference in the deeds to persons purchasing lots located on said land and that said restrictive covenants shall be appurtenant to, attach to and run with the land and lots through subsequent transactions;

NOW THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

That the land to which these restrictions apply is located in Sublette County, Wyoming, and is more particularly described as follows:

Block One (1): Lot Four (4);
Block Two (2): Lots Eight (8), Nine (9), Eleven (11), Twelve (12) and Thirteen (13);
Block Three (3): Lots One (1), Seven (7), Eight (8), Nine (9) and Ten (10);
All as located in the Redstone Sixth Addition to the Town of Pinedale as the same appears of record on the official map or plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming.

FURTHER, KNOWN ALL MEN BY THESE PRESENTS:

That all of the above-described lands are subject to the following restrictions, to-wit:

1. All manufacturing, fabricating, repair or similar activities must take place and be located in a closed building.

2. No waste products, refuse, materials, supplies, equipment, vehicles or other items shall be stored outside of any building, unless capable of being entirely shielded by a screen from public view. Any such screen must be approved by the governing committee of the Redstone Sixth Addition as created by the protective covenants for said Redstone Sixth Addition.

3. These restrictions are in addition to all existing recorded Protective Covenants controlling the use of lots in the Redstone Sixth Addition to the Town of Pinedale, Sublette

275314

RECORDED Oct 8 1999 2:40 PM
IN BOOK 70 MISC PAGE 343
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

County, Wyoming.

4. These covenants may be amended at any time by the governing committee of the Redstone Sixth Addition as created by the protective covenants for said Redstone Sixth Addition with the written consent of at least 75% of the lot owners of the Redstone Sixth Addition. Any such Amendment shall be effective upon the recording of the Amendment in the office of the County Clerk, Sublette County, Wyoming. Each lot shall have one vote in said proceeding.

These Protective Covenants shall be perpetual and, unless amended as described above, shall apply to and be forever binding upon the subsequent owners of the above described lots in the Redstone Sixth Addition, their heirs, executors, administrators and assigns, and is imposed upon the realty described herein as an obligation and charge against the same for the benefit of the Declarant and all the owners of lots located in the Redstone Sixth Addition, their successors and assigns.

If any owner of said described lots shall violate these covenants hereinabove set forth, it shall be lawful for the Declarant, any other person owning any lots in the Redstone Sixth Addition or the governing committee of the Redstone Sixth Addition to prosecute at law or in equity against the person or persons violating any of said covenants, and either to prevent said person from doing so, or to recover damages, including costs and reasonable attorney's fees, for such violation, or both. An action for mandatory injunction is specifically authorized to enforce these covenants.

These covenants are in addition to all applicable zoning, development and building regulations imposed by the Town of Pinedale or any other governmental agency having jurisdiction over the described lots contained in the Redstone Sixth Addition.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal this 11th day of October, 1999.

ATTEST:

REDSTONE CORPORATION, a Wyoming Corporation:

SEAL

BY: _____
JOHN A. SULENTA, President

_____
Secretary - Assistant

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing REDSTONE SIXTH ADDITION TO THE TOWN OF PINEDALE ADDITIONAL PROTECTIVE COVENANTS AS TO PART OF SUBDIVISION was

acknowledged before me by REDSTONE CORPORATION, a Wyoming corporation, by JOHN A. SULENTA, its President and attested to and sealed by its Secretary, this 7th day of October, 1999.

WITNESS my hand and official seal.

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/2002

Susan J. Hanson - Notary Public
County of Sublette
State of Wyoming
My Commission Expires Dec. 12, 2002

IN THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

JILL DENISE HERMSTEAD	)	
	)	
Plaintiff,	)	Civil Action No. 6063
	)	
vs.	)	
	)	
DAVID WAYNE WAXE,	)	
	)	
Defendant.	)	

RELEASE OF LIS PENDENS

THE ABOVE-NAMED PLAINTIFF hereby releases this Lis Pendens previously recorded in the above-entitled matter regarding the following described real estate, located in Sublette County, Wyoming:

> Lot One Hundred Four (104), Big Country Ranches Fourth Filing, Unit C, 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.

DATED this 8th day of October 1999.

275317

RECORDED Oct 8 1999 2:50 PM
IN BOOK 70 MISC PAGE 346
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

Robert A. Bundy

Elizabeth Greenwood
Robert A. Bundy, Associate
Attorneys at Law
PO Box 1479
Pinedale, WY 82941
(307) 367-6814
(307) 367-6805 [fax]

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 8th day of October, 1999, by Robert A. Bundy.

WITNESS my hand and official seal.

TAMMY EASTON – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires March 9, 2002

Tammy Easton
NOTARY PUBLIC

My commission expires:
March 9, 2002

THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

OCT 07 1999

Probate No. 1707

IN THE MATTER OF THE ESTATE OF SHIRLEY M. WALTER, Deceased.

FILED

OCT 05 1999

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

ORDER ADMITTING FOREIGN PROBATE PROCEEDINGS

THIS MATTER came before the Court for hearing on September 17, 1999, on the Petition of ELISSE B. WALTER, ALAN N. WALTER, and ABRA J. WALTER, seeking to have probate proceedings conducted in the Surrogate's Court, County of Nassau, State of New York, Probate Petition File No. 305037, in the estate of the above-named decedent admitted in this Court as a probate of said estate by this Court; and the Court, having reviewed the file of record herein and being duly advised in the premises, makes the following

FINDINGS OF FACT

1. Certified copies of the proceedings had in the Surrogate's Court, County of Nassau, State of New York, Probate Petition File No. 305037, as filed with the aforesaid Petition, are sufficient and in accordance with the requirements of the law.

2. The decedent, SHIRLEY M. WALTER, died testate on February 24, 1998, as a resident of Nassau County, New York, and was seized of certain mineral property located in the County of Sublette, State of Wyoming, as described in the Petition.

3. The value of the assets of the decedent subject to this Petition did not exceed $70,000.00 on the date of death of the decedent.

4. Due and proper notice of these proceedings has been given in accordance with the law, and proof thereof by Affidavit of Publication is on file of record herein.

5. The Certificate of the Inheritance Tax Administrator of the State of Wyoming is in the Court file as evidence that all inheritance and estate taxes chargeable against the estate have been paid.

6. No objections, written or oral, to the admission of the foreign probate proceedings to record in this Court have been presented to the Court by any creditor of the decedent or by any other party whomsoever.

275332

RECORDED Oct. 11 1999 M 11:50 A
IN BOOK 70 Misc. PAGE 347
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Suiter

CONCLUSIONS OF LAW

1. The Court has full and complete jurisdiction over the subject matter and all interested parties in this cause.

2. The file of record herein is complete and meets all the requirements of the law for the relief prayed for in the Petition.

3. The Petitioner is entitled to relief as prayed for in the Petition.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the certified copies of the proceedings in the estate of SHIRLEY M. WALTER had and conducted in the Surrogate's Court, County of Nassau, State of New York, Probate Petition File No. 305037, as filed with the Petition herein, be and the same hereby are admitted to record in this Court, and shall from this day forward be considered and treated as original proceedings in this Court, and shall be conclusive evidence of the facts therein shown.

IT IS FURTHER ORDERED that pursuant to this Order all right, title, and interest of the decedent in mineral interests described as follows:

1. 0.0875% tract overriding royalty interest and .00034738 unit overriding royalty interest in Big Piney Mesaverde Unit, Tract 4, Lease E:V-021767 and W10675, and being all right, title, and interest of the decedent in production from the following described lands:
   Township 29 North, Range 113 West of the 6th P.M.,
   Sec. 35: S½

2. 0.875% tract overriding royalty interest and .00177206 unit overriding royalty interest in the Chimney Butte Unit, Frontier P/A "A", Tract 2, Lease W-10675, and being all right, title, and interest of the decedent in production from the following described lands:
   Township 29 North, Range 114 West of the 6th P.M.,
   Sec. 35: W½SW¼, SE¼SW¼,

hereby is, in accordance with the Will of the decedent, declared to be the sole property of and hereby is set over to and vested absolutely in ELISSE B. WALTER, ALAN N. WALTER, and ABRA J. WALTER, whose mailing address is 7529 Royal Dominion Drive, Bethesda, Maryland 20817.

Dated this 1st day of October, 1999.

BY THE COURT:

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.

SIGNED

United States Department of the Interior

2800 (WY100)
WYW-82508

BUREAU OF LAND MANAGEMENT
Pinedale Resource Area
P.O. Box 768
Pinedale, Wyoming 82941-0768

October 13, 1999

DECISION

Ms. Margaret S. Ball :
P.O. Box 788 :
Big Piney, WY 83113 :

Name Change Recognized

Re: Access Road Right-of-Way - WYW-82508

On May 17, 1983, an access road right-of-way was issued to Mr. Frank D. Ball III across the following public lands:

T. 30 N., R. 111 W.
section 29, SE¼NW¼NE¼.
6th PM, Sublette County, Wyoming

On September 17, 1999, we were notified that your husband Mr. Frank D. Ball III is deceased and the casefile needs a name change to Ms. Margaret S. Ball.

The name change is recognized and changed in the casefile.

If you have any questions concerning this letter, please contact Tracy Hoover at 307-367-5342.

Priscilla E. Mecham
Field Manager

State of Wyoming)
) SS.
County of Sublette)

The foregoing instrument was acknowledged before me by Priscilla E. Mecham on October 13, 1999.
Witness my hand and official seal.

Patricia L. Hooper
Notary Public

My term expires April 16, 2003.

275384

RECORDED October 15 1999 12:55 PM
IN BOOK 70 Misc. PAGE 349
FEES $6.00 Mary L. Gallagher COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soter

IRRIGATION DITCH EASEMENT GRANT

Kurt W. Krech, P.O. Box 1692, Gillette, Wyoming 82717, GRANTOR, hereby grants to Jim Bridger Development, Inc., 3100 Glacier, Casper, Wyoming 82604, GRANTEE, an easement over and across the following described real property in Sublette County, Wyoming, to-wit:

Township 35 North, Range 110 West, 6th P.M.
Section 28: SW¼

Said easement shall be located and shall extend fifteen (15) feet on either side of the centerline of the existing irrigation ditch which runs generally from the northeast corner to the southwest corner of the above described property. Said easement shall be for the purpose of ditch use and maintenance to provide irrigation water to the N½NE¼ of Section 32 and the N½NW¼ of Section 33 all in Township 35 North, Range 110 West, 6th P.M.

DATED this 17th day of April, 1992.

GRANTOR:

Kurt W. Krech

STATE OF WYOMING)
) ss.
County of Campbell)

Subscribed and sworn to before me by Kurt W. Krech this 17th day of April, 1992.

Witness my hand and official seal.

Notary Public

My Commission Expires: 1-25-95

275393

4:35

RECORDED October 15 1992 M
IN BOOK 70 MISC PAGE 350
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

EASEMENT

PAULINE R. SIMO and RUTH ELAINE SIMO, of Dolores, Colorado, GRANTORS, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, CONVEY AND GRANT to BEVERLY MARIANO-CAMPBELL, 5594 Cora Way, Salt Lake City, Utah 84118, GRANTEE, an easement of right-of-way for ingress and egress over and on the real property described as follows:

A strip of land thirty (30) feet in width, being the east thirty (30) feet of the N¼ of the SW¼SW¼ of Section 35, Township 37 North, Range 110 West of the 6th P.M., Sublette County, Wyoming.

Said easement is granted to the Grantee and her heirs, successors in interest, and assigns and is appurtenant to, for the benefit of, and shall run with the real property described as follows:

Township 37 North, Range 110 West of the 6th P.M., Sublette, Wyoming:
Section 35: South 3/4 of the SW¼SW¼

DATED this 6th day of October, 1999.

Pauline R. Simo
PAULINE R. SIMO

Ruth Elaine Simo
RUTH ELAINE SIMO

STATE OF COLORADO)
: ss.
COUNTY OF Montezuma)

The foregoing instrument was acknowledged before me this 6th day of October, 1999, by PAULINE R. SIMO and RUTH ELAINE SIMO.
Witness my hand and official seal.

Carol Allen
Notary Public

My Commission expires: November 10, 1999

275421

RECORDED October 18 1999 4:45 PM
IN BOOK 70 Misc. PAGE 351
FEES $6.00 Mary L. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

WYW-148080
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT
SERIAL NUMBER WYW-148080

---

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

RECORDED October 18 1999 4:45P M
IN BOOK 70 Misc. PAGE 352
FEES $14.00 Mary L. Gilbert COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sachs

2. Nature of Interest:

a. By this instrument, the holder:

Ruth Elaine Simo
Pauline R. Simo
16656 County Road 23
Dolores, CO 81323

275422

receives a right to construct, operate, maintain, and terminate a single lane access road on public lands described as follows:

T. 36 N., R. 110 W.
section 6, SE¼NW¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 893 feet long and contains 1.0 acres, more or less.

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

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

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

3. Rental:

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

4. Terms and Conditions:

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

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

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

d. The stipulations, plans, maps, or designs set forth in Exhibits A and B, dated October 12, 1999 attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

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

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

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

Cathy C. Caskey
(Signature of Holder)

agent
(Title)

October 14, 1999
(Date)

Priscilla E. Mecham
(Signature of Authorized Officer)

Acting Field Manager
(Title)

October 14, 1999
(Effective Date of Grant)

State of Wyoming)
) SS.
County of Sublette)

The foregoing instrument was acknowledged before me by Cathy C. Caskey on October 14, 1999.

Witness my hand and official seal.

Patricia K. Hoare
Notary Public

My term expires April 16, 2003.

State of Wyoming)
) SS.
County of Sublette)

The foregoing instrument was acknowledged before me by Priscilla E. Mecham on October 14, 1999.

Witness my hand and official seal.

Patricia K. Hoare
Notary Public

My term expires April 16, 2003.

34

S34/S33
T31N, R110W

N 89°52'06" E
878.78'
420.78'
N 89°52'15" E
675.35'
N 89°51'22" E
417.49'
N 89°54'28" E
(N 89°51'24" E 2599.33')
N 89°28'38" E
882.42'
38' 04"
33" E
(N 89°43'42" E 2375.78')

N 00°24'52"E
979.16ft
(979.46')
N 00°24'06" E
(N 00°24'52"E 2268.82')
N 00°41'01" E
1022.75'
N 00°41'01" E
1283.58'
N 00°10'24" E
935.95'
N 00°10'23" E
1285.83'

29.949 Ac.

28.601 Ac.

9.581 Ac.

352

(N 87°58'24" E)
N 87°57'27" E
1304.71'
N87°58'28"E
1303.45ft
N 87°41'34" E
308.05'

1.131 Ac.

34.485 Ac.

BLM

SEC 6

N 87°51'50" E
1309.14'
N 87°54'45" E
1308.94'
N 87°52'30" E
1311.89'
2'30" E
9.84'
(N 87°52'30" E 2361.70')

Exhibit A

354

3800

1. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

2. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

3. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

4. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

5. The holder shall maintain this right-of-way in strict conformity with the right-of-way grant. Any relocation, additional construction, or use that is not in accord with the right-of-way, shall not be initiated without the prior written approval of the authorized officer. A copy of the complete right-of-way grant, including all stipulations shall be on the right-of-way area during maintenance, operation, and termination. Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

(OVER)

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

Maintenance with frozen ground material or during periods when the soil material is saturated, frozen, or when watershed damage is likely to occur.

357

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Pinedale Resource Area
P.O. Box 768
Pinedale, Wyoming 82941-0768

2800 (WY100)
WYW-148080

October 13, 1999

DECISION

Mr. and Mrs. Anthony L. Vest
P.O. Box 637
Teton Village, WY 83025

Assignment Application Received
October 12, 1999

Assignment Approved

Re: Access Road Right-of-Way

On October 12, 1999, an application for assignment of WYW-148080 from Ruth Elaine and Pauline R. Simo to Anthony L. and Sandra P. Vest was received in this office.

All fees have been received.

Anthony L. and Sandra P. Vest has agreed to all the terms, conditions, and stipulations of the right-of-way grant.

Therefore, casefile WYW-148080 is now assigned from Ruth Elaine and Pauline R. Simo to Anthony L. and Sandra P. Vest.

/s/ Priscilla E. Mecham
Field Manager

cc: Ms. Ruth Elaine Simo
Ms. Pauline R. Simo
16656 County Road 23
Dolores, CO 81323

275423

RECORDED October 19 1999 4:45 P M
IN BOOK 70 Misc PAGE 357
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

State of Wyoming)
) SS.
County of Sublette)

The foregoing instrument was acknowledged before me by Priscilla E. Mecham on October 14, 1999.

Witness my hand and official seal.

/s/ Patricia L. Howe
Notary Public

My term expires April 16, 2003.

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

SUBLETTE COUNTY, WYOMING

FILED

OCT 14 1999

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING

IN THE MATTER OF THE ESTATE OF NELLIE R. PLANK a/k/a NELLIE RUTLEDGE PLANT, Deceased	)	Probate No. 1661

ORDER APPROVING FINAL REPORT, ACCOUNTING, APPROVAL OF EXTRAORDINARY ATTORNEY FEES AND DECREE OF FINAL DISTRIBUTION

NOW on this 12th day of October, 1999, the above captioned matter comes before the Court in its regular order, on the Final Report, Accounting, And Petition For Distribution; and Request For Approval of Extraordinary Attorney Fees, as presented to the Court at this time on behalf of the Personal Representative of the above captioned estate, and the Court, having examined said Final Report, Accounting, And Petition For Distribution; and Request For Approval of Extraordinary Attorney Fees and the Waiver of Notice, Hearing And Consent To Approval Of Final Report, Accounting, And Petition For Distribution; And Request For Approval Of Extraordinary Attorney Fees; Acknowledgment Of Receipt Of Estate Inventory, Report Of Appraisal And Application For Allowance Of Ordinary And Extraordinary Fees For Attorney For Estate as duly executed by the sole distributee 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 determination on the merits.

This matter proceeding on to final determination, the sole beneficiary having waived a hearing, 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 the conduct of the Personal Representative in the administration of this estate as reflected in said Report is in accordance with the law and the prior orders of this Court, that the Administration of said estate is fully and finally concluded and that said estate is ready for distribution and that therefore order ought to be entered at this time fully and finally approving, ratifying and confirming

275436

RECORDED October 19 1999 M 2:05p
IN BOOK 70 Misc. PAGE 358
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sooter

the Final Report and Accounting and Petition for Distribution, and all doings of the Personal Representative in the premises, and decree ought to be entered providing for the full and final distribution of this estate, and the closing thereof.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Final Report, Accounting and Petition for Distribution; and Request For Approval of Extraordinary Attorney Fees, and the same hereby is, fully and finally ratified, confirmed and approved, and all of the doings of the Personal Representative in the premises be, and the same hereby are fully and finally approved.

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

(a) That the amount paid to William H. Twichell, attorney for the estate, for fees and expenses in the sum of $911.04 is hereby approved and ratified.

(b) William H. Twichell shall be paid the sum of $5.00 as and for the filing fee for filing the Appraisal with the Clerk of Court.

(c) The real property described in Exhibit "A" of the Final Report, which is Lot 11, Block 4 of the Shelter Park Subdivision, Sublette County, Wyoming shall be transferred to Hazel R. Swartz, deceased. Any property which may hereafter be discovered to belong to the decedent, Nellie R. Plank a/k/a Nellie Rutledge Plant, shall be distributed and transferred to Hazel R. Swartz, now deceased.

In making such distributions the Personal Representative shall execute and deliver such assignments, deeds and negotiations and like instruments that shall be necessary or appropriate to effectuate said distribution.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court finds that no inheritance tax or estate tax is chargeable against the estate and the Court therefore waives the filing of a receipt therefore. The Court further notes the filing of a Certificate of No Tax Due.

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.

JUDGE

THE STATE OF WYOMING
COUNTY OF SUBLETTE

EXHIBIT "A"

ESTATE ASSETS OF NELLIE R. PLANK a/k/a NELLIE RUTLEDGE PLANT:

REAL ESTATE AND IMPROVEMENTS:

Lot 11, Block 4 of the Shelter Park Subdivision, Sublette County, Wyoming

DISTRIBUTION OF THE ASSETS OF DECEDENT:

Pay the Attorney for the Estate, William H. Twichell the sum of $911.04 as and for his fees and costs and expenses, which have already been paid.

All of the rest of the assets of this estate as above setforth shall be distributed to Hazel R. Swartz, now deceased, and any property belonging to the decedent, Nellie R. Plank a/k/a Nellie Rutledge Plant, which may be hereafter discovered shall be distributed to Hazel R. Swartz, now deceased.

VICIN[redacted] MAP

CERTIFICATE OF APPROVAL

PURSUANT TO SECTIONS 34-12-102 AND 34-12-103, WYOMING STATUTES, 1977, AS AMENDED, THE IRWIN LOT DIVISION WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS ON THE 19th DAY OF October, 1999. 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

William W. Cramer
WILLIAM W. CRAMER, COMMISSIONER (CHAIRMAN)

Gordon Johnston
GORDON JOHNSTON, COMMISSIONER

Betty Fear
BETTY FEAR, COMMISSIONER

ATTEST: Mary L. Lankford
MARY L. LANKFORD, COUNTY CLERK

THE STATE OF WYOMING
COUNTY CLERK
SUBLETTE COUNTY

PUBLIC
TATE OF
YOMING
3/2001

275439

RECORDED October 19 1999 3:55 P M
IN BOOK 70 MISC. PAGE 362
FEES $50.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

IG.

IRWIN

LOT DIVISION

LOCATED IN THE

LOT 6, SECTION 6,
T.33N., R.108W., 6TH P.M.
SUBLETTE COUNTY, WYOMING

362

THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

Probate No. 1700

IN THE MATTER OF THE ESTATE OF JAMES J. KROUSER, Deceased.

FILED

OCT 21 1999

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

ORDER ADMITTING FOREIGN PROBATE PROCEEDINGS

THIS MATTER came before the Court for hearing on June 4, 1999, on the Petition of THOMAS R. FERGUSON, seeking to have probate proceedings conducted in the Superior Court of the State of California, in and for the County of Ventura, Docket No. P-1071X, in the estate of the above-named decedent admitted in this Court as a probate of said estate by this Court; and the Court, having reviewed the file of record herein and being duly advised in the premises, makes the following:

FINDINGS OF FACT

1. Certified copies of the proceedings had in the Superior Court of the State of California, in and for the County of Ventura, Docket No. P-1071X, as filed with the aforesaid Petition, are sufficient and in accordance with the requirements of the law.

2. The decedent, JAMES J. KROUSER, died testate on July 13, 1969, as a resident of Ventura County, California, and was seized of certain mineral property located in the County of Sublette, State of Wyoming, as described in the Petition.

3. The value of the assets of the decedent did not exceed $30,000.00 on the date of death of the decedent.

4. Due and proper notice of these proceedings has been given in accordance with the law, and proof thereof by Affidavit of Publication is on file of record herein.

5. The Certificate of the Inheritance Tax Administrator of the State of Wyoming is in the Court file as evidence that no inheritance or estate taxes are chargeable against the estate.

6. No objections, written or oral, to the admission of the foreign probate proceedings to record in this Court have been presented to the Court by any creditor of the decedent or by any other party whomsoever.

275495

RECORDED October 22 1999 M
IN BOOK 70 MISC PAGE 363
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CONCLUSIONS OF LAW

1. The Court has full and complete jurisdiction over the subject matter and all interested parties in this cause.

2. The file of record herein is complete and meets all the requirements of the law for the relief prayed for in the Petition.

3. The Petitioner is entitled to relief as prayed for in the Petition.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the certified copies of the proceedings in the estate of JAMES J. KROUSER had and conducted in the Superior Court of the State of California, in and for the County of Ventura, Docket No. P-1071X, as filed with the Petition herein, be and the same hereby are admitted to record in this Court, and shall from this day forward be considered and treated as original proceedings in this Court, and shall be conclusive evidence of the facts therein shown.

IT IS FURTHER ORDERED that pursuant to this Order all right, title, and interest of the decedent in mineral interests described as follows:

1. 0.001027% overriding royalty interest in the Burly Mesaverde Unit, including a 0.005500% overriding royalty interest in Tract 5, USA, WYW-01495 and a 0.001027% interest in Tract 5 Unit interest, and being all right, title, and interest of the decedent in production from the following described lands:

Tract 1, USA EV-022261
Township 28 North, Range 113 West of the 6th P.M.,
Sec. 19: Lot 5, W½NE¼, SE¼NE¼, SE¼

Tract 2, USA EV-023328
Township 28 North, Range 113 West of the 6th P.M.,
Sec. 30: NE¼NE¼

Tract 3, USA EV-023768
Township 28 North, Range 113 West of the 6th P.M.,
Sec. 20: SW¼SW¼

Tract 4, USA EV-023969
Township 28 North, Range 113 West of the 6th P.M.,
Sec. 29: W½NW¼

Tract 5, USA WYW-01495
Township 28 North, Range 113 West of the 6th P.M.,
Sec. 18: Lot 18, SW¼SE¼

Tract 6, USA WYW-48906
Township 28 North, Range 113 West of the 6th P.M.,
Sec. 20: NW¼SW¼

Tract 7, Haddenham Lease
Township 28 North, Range 113 West of the 6th P.M.,
Sec. 18: That portion of Resurvey Tract 39 lying in the SE¼SE¼
Sec. 19: That portion of Resurvey Tract 39 lying in the NE¼NE¼

2. 0.00550% overriding royalty interest in D.O. Number 0669148, Mobil Oil Corporation, Tip Top Nugget A-B, Tract 37,(W-01495) located at:
Township 28 North, Range 114 West of the 6th P.M.,
Sec. 2: E½ Lot 13 and E½ Lot 20
Sec. 12: NW¼SW¼NW¼, W½NE¼SW¼NW¼, W½SE¼SW¼NW¼, SW¼SW¼NW¼

3. 0.00330% overriding royalty interest in D.O. Number 0669147, Mobil Oil Corporation, Tip Top Nugget A-B, Tract 35-A, located at:
Township 28 North, Range 114 West of the 6th P.M.,
Sec. 1: SW¼SW¼NW¼, W½W½SW¼

4. 0.00550% overriding royalty interest in D.O. Number 0991598, Mobil Oil Corporation, M.L. Justheim Well 65-18 (W-01495), located at:
Township 28 North, Range 114 West of the 6th P.M.,
Sec. 18: Lots 5 thru 18, W½SE¼

5. 0.00554% overriding royalty interest in D.O. Number 0991763, Mobil Oil Corporation, Tip Top UT Muddy A, Tract 37(W-01495), located at:
Township 28 North, Range 114 West of the 6th P.M.,
Sec. 2: Lots 13 and 20

6. 0.00332% overriding royalty interest in D.O. Number 0991767, Mobil Oil Corporation, Tip Top UT Dakota A, Tract 35A, located at:
Township 28 North, Range 114 West of the 6th P.M.,
Sec. 1: W½ of Lot 8, W½SW¼NW¼, W½W½SW¼ (aka W½W½W½)

7. 0.00550% overriding royalty interest in D.O. Number 0991768, Mobil Oil Corporation, Tip Top UT Dakota A, Tract 37 (W-01495), located at:
Township 28 North, Range 114 West of the 6th P.M.,
Sec. 2: Lots 13 and 20

8. 0.00330% overriding royalty interest in D.O. Number 0994375, Mobil Oil Corporation, Tip Top Unit B, Tract 35A, located at:
Township 28 North, Range 114 West of the 6th P.M.,
Sec. 1: Lot 7, SE¼NW¼

9. 0.00550% overriding royalty interest in D.O. Number 0994377, Mobil Oil Corporation, Tip Top Unit B, Tract 37 (W-01495), located at:
Township 28 North, Range 113 West of the 6th P.M.,
Sec. 18: Lots 5 thru 18, SW¼SE¼

10. 0.00330% overriding royalty interest in D.O. Number 0994484, Mobil Oil Corporation, Tip Top Unit B, Tract 35A, located at:
Township 28 North, Range 114 West of the 6th P.M.,
Sec. 1: Lot 8, SW¼NW¼, SW¼, SW¼SE¼

11. 0.00550% overriding royalty interest in D.O. Number 0994486, Mobil Oil Corporation, Tip Top Unit A, Tract 37 (W-01495), located at:
Township 28 North, Range 114 West of the 6th P.M.,
Sec. 2: E½SE¼
Sec. 12: S½NW¼, E½SW¼
Sec. 13: NE¼, E½SE¼
Township 29 North, Range 113 West of the 6th P.M.,
Sec. 31: SE¼SW¼, SW¼SE¼,

hereby is, in accordance with the Will of the decedent, declared to be the sole property of and hereby is set over to and vested absolutely in THOMAS R. FERGUSON, as testamentary Trustee under the Will of JAMES J. KROUSER, with full power to hold and to transfer said interests in accordance with the provisions of the Will. The mailing address of the Trustee is 1050 South Kimball Road, Ventura, California 93004

IT IS FURTHER ORDERED that this matter is closed with the entry of this Order.

Dated this 18th day of Oct., 1999.

BY THE COURT:

District Judge

THE STATE OF WYOMING
COUNTY OF SUBLETTE
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT
WAS FILED FOR RECORD
AT 1:30 O'CLOCK P M
OCT 18 1999
AND RECORDED IN BOOK 366
OF PROBATE ON PAGE 1
FEE $ 0.00

ORDER PREPARED BY:

Mason & Graham, P.C.
P.O. Box 785
Pinedale, Wyoming 82941

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
: ss.
COUNTY OF SUBLETTE)

CLARA LEGG, 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 JOE LEGG, deceased, also known as JOSEPH J. LEGG, and, therefore, has an interest in the real property which is the subject matter of this Affidavit.

2. Affiant states that JOE LEGG died on December 3, 1998, 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 JOE LEGG and his spouse, CLARA LEGG, Affiant herein, said JOE LEGG and Affiant acquired as tenants by the entirety certain real property by Warranty Deed from Chris A. Moffat and Debbie Moffat, which Warranty Deed was dated April 25, 1990, and recorded in the office of the County Clerk of Sublette County, Wyoming, on April 27, 1990, in Book 29 of Deeds, Page 733, which property is more particularly described as follows:

Lot 6, Block 7, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

4. This Affidavit is filed for the purpose of establishing the fact of the death of said JOE LEGG, who was the owner with CLARA LEGG of an estate by the entireties in the above-described property, and to make an official record on the termination of the interests of JOE LEGG in and to said property and the vesting of the same in CLARA LEGG, his surviving spouse, all pursuant to the provisions of W.S. § 2-9-102.

DATED this 22 day of October, 1999.

Clara Legg
CLARA LEGG

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED before me this 22nd day of October, 1999, by CLARA LEGG.
Witness my hand and official seal.

DEBI K. RULAND - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Sept. 14, 2000

Debi K. Ruland
Notary Public

PREPARED IN THE LAW OFFICE OF:

Mason & Graham, P.C.
P.O. Box 785
Pinedale, Wyoming 82941

275505

RECORDED Oct 22 1999 2:45 PM
IN BOOK 70 MISC PAGE 367
FEES $8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

[redacted] CERTIFICATION O[redacted]L RECORD [redacted]

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 04298 — STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1 DECEDENT NAME FIRST: JOSEPH | MIDDLE: J. | LAST: LEGG | 2 SEX: MALE | 3 DATE OF DEATH (Mo., Day, Yr.): DECEMBER 3, 1998

4 SOCIAL SECURITY NUMBER: 426-22-0308 | 5a AGE-Last Birthday (Years): 77 | 5b UNDER 1 YEAR Months / Days | 5c UNDER 1 DAY Hours / Minutes | 6 DATE OF BIRTH (Mo., Day, Yr.): JANUARY 31, 1921

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): 821 E. 3rd. STREET | 7c CITY, TOWN, OR LOCATION OF DEATH: MARBLETON | 7d COUNTY OF DEATH: SUBLETTE

8 STATE OF BIRTH (If not in U.S.A., name country): ARKANSAS | 9 MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): MARRIED | 10 SURVIVING SPOUSE (If wife, give maiden name): CLARA SMITH

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): WELDER | 12b KIND OF BUSINESS OR INDUSTRY: OIL FIELD

13a RESIDENCE - STATE: WYOMING | 13b COUNTY: SUBLETTE | 13c CITY, TOWN OR LOCATION: MARBLETON | 13d STREET AND NUMBER: 821 E. 3rd. STREET

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): 8 | College (1-4 or 5+):

PARENTS

17 FATHER'S NAME First: JOSEPH | Middle: OTTO | Last: LEGG | 18 MOTHER'S NAME First: DOVIE | Middle: RUTH | Maiden Surname: SLANKARD

INFORMANT

19a INFORMANT - NAME (Type or Print): CLARA LEGG | 19b RELATIONSHIP TO DECEDENT: WIFE

19c MAILING ADDRESS STREET OR R.F.D. NUMBER: P.O. BOX 4203 | CITY OR TOWN: MARBLETON | STATE: WYOMING | ZIP CODE: 83113

DISPOSITION

20a Burial, Cremation, Removal, from State, Other (Specify): CREMATION | 20b DATE (Mo., Day, Yr.): DEC. 4, 1998 | 20c CEMETERY OR CREMATORY - NAME: FOX CREMATORY | 20d LOCATION CITY OR TOWN STATE: ROCK SPRINGS WYOMING

21a FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature): [signature] | Number: N/A | 21b NAME OF FACILITY: HUDSON'S FUNERAL HOME | Number: 115 | 21c ADDRESS OF FACILITY: 164 N. BRIDGER AVENUE

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.): DECEMBER 8, 1998 | 22c HOUR OF DEATH: 11:58 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] CORONER | 23b DATE SIGNED (Mo., Day, Yr.): DECEMBER 4, 1998 | 23c HOUR OF DEATH: 11:58 A. M

23d PRONOUNCED DEAD (Mo., Day, Yr.): DECEMBER 3, 1998 | 23e PRONOUNCED DEAD (Hour): 11:58 A. M

24 NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): DAVID W. BURNETT M.D. BIG PINEY, WYOMING

25a REGISTRAR (Signature): [signature] | 25b DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): DECEMBER 8, 1998

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.

IMMEDIATE CAUSE (Final disease or condition resulting in death): a. Myocardial infarction — Approximate Interval Between Onset and Death: Minutes

DUE TO (OR AS A CONSEQUENCE OF): b. Coronary artery disease — 4 yrs.

Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST: 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): 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) | 31d 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)

DEC 10 1998

VR 2-89
8/97 15M

This is a true and exact reproduction of the document on file in the office of Vital Records Services, Cheyenne, Wyoming

DATE ISSUED: _____

Lucinda McCaffrey
Deputy State Registrar

VITAL RECORDS SERVICES SEAL WYOMING

This copy is not valid unless prepared on paper with an engraved border displaying the date, seal and signature of the Deputy State Registrar

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

368

80-090159
into
80-088556

FILED
AUG 17 99 3 4 8 4 1 0
WYOMING
SECRETARY OF STATE

ARTICLES OF MERGER

OF

AVCO FINANCIAL SERVICES OF CHEYENNE, INC.
(a Wyoming corporation)

AND

ASSOCIATES FINANCIAL SERVICES COMPANY OF WYOMING, INC.
(a Wyoming corporation)

To the Department of State
State of Wyoming

Pursuant to the provisions of the Wyoming Business Corporation Act, the Wyoming parent business corporation and the Wyoming wholly-owned subsidiary business corporation named below do hereby adopt the following Articles of Merger.

1. Annexed hereto and made a part hereof is a Plan of Merger for merging Avco Financial Services of Cheyenne, Inc. into Associates Financial Services Company of Wyoming, Inc., as approved by the Board of Directors of the parent corporation on July 27, 1999.

2. The aforesaid Plan of Merger was adopted in accordance with the provisions of the Wyoming Business Corporation Act on , 1999.

3. Shareholder approval was not required for the merger.

4. The effective time and date of the merger herein provided for in the State of Wyoming shall be 12:01 a.m. on September 1, 1999.

Executed on July 27, 1999.

RECEIVED
WYOMING
SECRETARY OF STATE
99 AUG 17 PM 4 16

AVCO FINANCIAL SERVICES OF CHEYENNE, INC.

BY: Karen L. Robb
Karen L. Robb, Assistant Secretary

ASSOCIATES FINANCIAL SERVICES COMPANY OF WYOMING, INC.

BY: Karen L. Robb
Karen L. Robb, Assistant Secretary

STATE OF WYOMING
Secretary of State
I hereby certify that this is a true and complete copy of the document as filed in this office.

Joseph B Meyer
Secretary of State
By: Rachel Gonzales
Date: September 15, 1999

220P

RECORDED Oct 25 1999 M
IN BOOK 70 MISC PAGE 369
FEES $10.00 CLERK
SUPLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

275539

PLAN OF MERGER

1. Associates Financial Services Company of Wyoming, Inc., which is a business corporation of the State of Wyoming and is the owner of all of the outstanding shares of Avco Financial Services of Cheyenne, Inc., which is also a business corporation of the State of Wyoming, hereby merges Avco Financial Services of Cheyenne, Inc. into Associates Financial Services Company of Wyoming, Inc. pursuant to the provisions of the Wyoming Business Corporation Act.

2. The separate existence of Avco Financial Services of Cheyenne, Inc. shall cease at the effective date of the merger, and Associates Financial Services Company of Wyoming, Inc. shall continue its existence as the surviving corporation pursuant to the provisions of the Wyoming Business Corporation Act.

3. The issued shares of Avco Financial Services of Cheyenne, Inc. immediately prior to the effective time and date of the merger shall not be converted in any manner, but each said share which is issued as of the effective date of the merger shall be surrendered and extinguished.

4. The Board of Directors and the proper officers of Associates Financial Services Company of Wyoming, Inc. are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

State of Wyoming

Office of the Secretary of State

United States of America,
State of Wyoming } ss.

I, JOSEPH B. MEYER, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF **MERGER**

OF

AVCO FINANCIAL SERVICES OF CHEYENNE, INC. (WY)
merged into: **ASSOCIATES FINANCIAL SERVICES COMPANY OF WYOMING, INC. (WY)(SURVIVOR)**

Accordingly, the undersigned, by virtue of the authority vested in me by law, hereby issues this Certificate.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Wyoming. Done at Cheyenne, the Capital, this 17TH day of **AUGUST** A.D., 1999.

Joseph B Meyer
Secretary of State

By lori a. medina

VERIFICATION OF SUCCESSOR SOLE TRUSTEE

BARBARA A. JONES, being first duly sworn upon her oath according to law, certifies and states as follows:

1. That on the 5th day of April, 1990, Aaron Neale Jones and Barbara A. Jones, acting as Trustors and Trustees, entered into an agreement creating the Aaron Neale and Barbara A. Jones Trust, which trust, for formal purposes, has heretofore been referred to as:

> **AARON NEALE JONES and BARBARA A. JONES, Trustees, or their successor(s) in trust, under the AARON NEALE AND BARBARA A. JONES TRUST, and any amendments thereto, dated January 1, 1991.**

2. That Aaron Neale Jones died in Farson, Sweetwater County, Wyoming, on the 19th day of July, 1999.

3. That upon the death of Aaron Neale Jones, Barbara A. Jones succeeded to the trusteeship of Aaron Neale Jones under said trust, all in accordance with Article VI of said trust.

4. That the Aaron Neale Jones and Barbara A. Jones, Trustees of the Aaron Neale and Barbara A. Jones Trust dated January 1, 1991, owned real property situate in Sublette County, Wyoming described on Exhibit A attached hereto and by this reference made a part hereof.

5. That for purposes of holding title to trust assets, beneficiary designations, transfers directly to the trust, and formal correspondence, said trust shall hereafter be referred to as:

> **BARBARA A. JONES, Trustee, or her successor(s) n trust under the AARON NEALE AND BARBARA A. JONES TRUST, and any amendments thereto, dated January 1, 1991.**

275559

RECORDED October 26 1999 9:40A M
IN BOOK 70 Misc. PAGE 372
FEES $ 10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

Barbara A. Jones
Barbara A. Jones, Trustee Under
the Aaron Neale and Barbara A. Jones
Trust dated January 1, 1991

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

The foregoing instrument was acknowledged before me this 28th day of September, 1999, by Barbara A. Jones, Trustee of the Aaron Neale and Barbara A. Jones Trust dated January 1, 1991.

Witness my hand and official seal.

My commission expires:

6-25-01

Notary Public

SUSAN L. MITCHELL - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that AARON N. JONES and BARBARA A. JONES, husband and wife, Grantors, of the County of Sweetwater, State of Wyoming, for the consideration of Ten and No/100 Dollars ($10.00), in hand paid, receipt whereof is hereby acknowledged, hereby CONVEY AND QUITCLAIM to AARON NEALE JONES and BARBARA A. JONES, as Trustees of the AARON NEALE AND BARBARA A. JONES TRUST, Grantees, whose mailing address is P. O. Box 22, Farson, Wyoming 82932, all interest presently owned or hereafter acquired in and to the following described real property, situated in the County of Sublette, State of Wyoming, to-wit:

TRACT NO. 1:

Township 30 North, Range 106 West of the 6th P.M., Sublette County, Wyoming;

Section 3: Lots 2, 3, 4, S 1/2 N 1/2, S 1/2;
Section 4: Lot 1 and SE 1/4 NE 1/4;

TOGETHER WITH all improvements and appurtenances thereunto appertaining;

SUBJECT TO reservations and restrictions contained in the United States patents or of record and to easements and rights-of-way of record or in use; and, to prior mineral reservations of record.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 24 day of June, 1991.

233420

RECORDED June 28 1991 1:25 PM
BOOK 9 Qcd PAGE 682
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Aaron N. Jones
AARON N. JONES

Barbara A. Jones
BARBARA A. JONES

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

The foregoing instrument was acknowledged before me this 24th day of June, 1991, by AARON N. JONES and BARBARA A. JONES, husband and wife.

WITNESS my hand and official seal.

JEANA A. COTTRELL NOTARY PUBLIC SWEETWATER CO. WYOMING

Jean A. Cottrell
Notary Public

My Commission Expires: 1-18-92

CORRECTED AGREEMENT FOR DEED

THIS CORRECTED AGREEMENT made and entered into on the date indicated below, by and between Richard E. Holgate, Darlene C. Holgate, Robert R. Holgate and Danny D. Holgate, (hereafter referred to as Seller), and Ralph Anderson and Denise Anderson, husband and wife, (hereafter referred to as Buyer);

WITNESSETH

That for and in consideration of the mutual promises, covenants, and agreement herein contained, the parties agree as follows:

1. Description. Seller agrees to sell, and Buyer agrees to buy, for the price and according to the terms set forth herein, all of Seller's right, title and interest in and to the property described below, including the release and waiver of all rights of homestead:

Tract 3, Milleg Heights Addition to the Town of Big Piney, Wyoming, as the same appears of record in the office of the Sublette County Clerk, Pinedale, Wyoming,

Together with that certain 76' x 14' Golden Villa mobile home situate thereon and all other improvements thereon and appurtenances thereunto appertaining.

SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights-of-way of record or in use; prior mineral reservations of record.

2. Conveyance. Conveyance of the property shall be as follows:

Seller shall execute a Warranty Deed in favor of Buyer, said document to be held by Seller and delivered to Buyer upon Buyer's full compliance with the terms of this Agreement.

3. Cost and Terms of Payment. The purchase price of the property shall be FIFTY THOUSAND and 00/100 Dollars ($50,000.00). Such price shall be paid in the following manner:

A. At closing, Buyer shall tender to Seller or their agent the additional sum of Two Thousand Dollars ($2,000.00) as down payment.

B. The Balance owed of Forty Eight Thousand Dollars ($48,000.00) shall be paid by Buyers to Seller in ninety six (96) equal monthly payments of Five Hundred Dollars ($500.00) each. So long as Buyer makes timely payments hereunder, no interest shall accrue. Monthly payments shall thereafter be due on the first day of each month until the purchase price is paid in full.

4. Closing. Closing shall take place on or before October ____, 1999. Possession shall be delivered at closing. Property taxes for the year 1999 will be prorated as of the date of closing. Thereafter Buyer shall timely pay all such taxes.

5. Seller's Options in Event of Breach. Time being of the essence of this Agreement, Buyer shall make all payments promptly as herein provided. It is expressly understood and agreed that if Buyer shall fail to make said payments to Seller in the amount, manner and times herein provided, or should they fail to perform any of the other terms and conditions of this Agreement in the manner and time herein provided, and such failure to pay or perform shall

275583

11:25A
RECORDED October 26 19 99 M
IN BOOK Temi PAGE 375
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [redacted]

continue for thirty (30) days after receipt of notice thereof to the Buyer, the Seller shall have the option to:

A. Declare this contract ended, canceled and of no further force and effect, and if this Agreement or Memorandum thereof shall have been filed or recorded in the Office of the Sublette County Clerk, then the filing of the Quitclaim Deed from Buyer to Seller described in Paragraph 15 herein shall be sufficient to cancel all obligations hereunder on the part of the Seller and shall reinvest the Seller with all right, title and interest thereto hereby agreed to be sold, conveyed or delivered, and the Buyer shall forfeit all his right, title and interest in and to all of said real property, including any and all improvements or replacements, and the Seller shall have the right to re-enter and take possession, without demand, of the above described real property and all improvements thereon, including those erected or placed thereon by the Buyer. Buyer covenants that he will execute all documents necessary to clear Seller' title in the event Buyer should default under the terms of this Agreement. In the event of such repossession, Buyer agrees that Seller 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 Buyer prior to repossession shall be considered as rental for said real property and liquidated damages for failure on the part of the Buyer to comply with the terms of this Agreement. Buyer further agrees that in the event Seller elect to cancel, as above provided, Buyer shall pay all costs of said cancellation, together with a reasonable attorney's fee; or

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 court costs and a reasonable attorney's fee, from the Buyer. The Seller shall also have the right to enforce the terms and conditions of this Agreement by an action for specific performance against the Buyer.

6. Election of Option. Notice of election by the Seller of which of the above-listed options Seller desires to enforce, together with a notice of default, shall be delivered or mailed as hereinafter set forth at least thirty (30) days prior to any repossession or legal action to enforce the contract.

7. Buyer to Maintain Property. The Buyer shall not cause any waste to or damage said real property in any manner, and any damage which might be caused shall immediately be repaired by and at the expense of the Buyer, ordinary wear and tear excepted. The Buyer shall not permit any liens to encumber the property or the title thereto during the term of this contract, and the actual maturing of any lien not reasonably in dispute, which is caused by any construction or addition on said property, shall have the same effect as failure to make payments as provided above. It is understood and agreed that the Buyer accepts the said real property in its present physical condition and that there are no representations, covenants or agreements between the parties hereto with respect to said real property except as herein specifically set forth. The Buyer explicitly acknowledges that in the event he should decide to construct a

dwelling upon the property, it will be his obligation to arrange for connection to municipal water and sewer services, and to pay all fees and charges therefore.

8. Waiver of Provisions. Should any party to this Agreement waive any breach of any provision, term or condition of this Agreement by another party, such waiver shall be limited to the particular instance, and shall not operate or be deemed to waive any future breach or breaches of that or any other provision, term or condition. The failure of any party to insist on performance of any of the provisions, terms or conditions of this Agreement in one or more instances, or to exercise any right or privilege herein or therein conferred, shall not be construed as thereafter waving any such provisions, terms, conditions, rights or privileges, but the same shall remain in full force and effect. In the event of any breach or threatened breach by any party of any provision, term or condition of this Agreement, the other parties shall have the right to invoke any remedy at law or in equity, and reference herein or therein to any particular remedy shall not preclude the party from any other remedy to which they might be entitled.

9. Assignment. Buyer shall not assign, sell, convey or transfer his interest in the described property without prior written permission of the Seller.

10. Binding on Successors in Interest. The covenants contained herein shall bind, and the benefits and advantages shall inure to the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural shall include the singular, and the use of one gender shall include all genders.

11. Attorney's Fees. In the event that any party shall breach the provisions, terms or conditions of this contract and court action shall result, the prevailing parties as determined by the Court shall recover their reasonable attorney's fees and costs.

12. Prepayment. Buyer shall have the right to make full or partial prepayment without penalty.

13. Notices. For the purpose of this contract, notices of default shall be effective and considered delivered when either delivered in person to the defaulting party or mailed certified, return receipt requested to said party's last known address. The addresses of the parties, until further notice is provided, is as follows:

Sellers:	BUYER:
Richard & Darlene Holgate P. O. Box 157 Big Piney, WY 83113	Ralph & Denise Anderson P. O. Box 682 Big Piney, WY 83113

14. Quitclaim Deed. Buyer shall execute a Quitclaim Deed conveying the concerned real property to Seller. Said Quitclaim Deed shall be placed in the aforesaid escrow and only delivered to Seller in the event of Buyers' default under the terms of this Agreement.

15. Original Agreement. This Corrected Agreement is intended to correct and replace that Agreement for Deed which is recorded in Book 70 of Miscellaneous Records, page 314, Sublette County Courthouse.

IN WITNESS WHEREOF the parties hereto have executed this Agreement for Deed this 26 day of October, 1999.

SELLER:

RICHARD E. HOLGATE

DARLENE C. HOLGATE

ROBERT R. HOLGATE

DANNY D. HOLGATE

BUYER:

RALPH ANDERSON

DENISE ANDERSON

STATE OF WYOMING }
: ss
COUNTY OF SUBLETTE }

The foregoing Agreement For Deed was acknowledged before me by RICHARD E. HOLGATE, DARLENE C. HOLGATE and DANNY D. HOLGATE this 26 day of Oct., 1999, witness my hand and official seal.

WENDY J. LUCKOW - Notary Public
County of Sublette
State of Wyoming
My Commission Expires 9-16-2001

Notary Public

My Commission Expires: 9-16-2001

STATE OF CALIFORNIA }
: ss
COUNTY OF San Francisco }

The foregoing Agreement For Deed was acknowledged before me by ROBERT R. HOLGATE this 13th day of October, 1999, witness my hand and official seal.

Notary Public

My Commission Expires:

JOHN DOWNEY
Commission # 1220624
Notary Public - California
San Francisco County
My Comm. Expires May 22, 2003

STATE OF WYOMING }
: ss
COUNTY OF SUBLETTE }

The foregoing Agreement for Deed was acknowledged before me by RALPH ANDERSON and DENISE ANDERSON this 21 day of October, 1999, witness my hand and official seal.

WENDY J. LUCKOW - Notary Public
County of Sublette
State of Wyoming
My Commission Expires 9-16-2001

Notary Public

My Commission Expires: 9-16-2001

AFFIDAVIT AND HOMESTEAD RIGHTS WAIVER OF ROSEANNA M. RAY

COMES NOW affiant Roseanna M. Ray of 2629 Terry Lake Rd, Fort Collins, Colorado to state and attest upon her oath that she is the wife of Elliott J. Ray of Fort Collins, Colorado and that she neither resides upon nor has ever resided upon the below described real estate situate in Sublette County, State of Wyoming. She states and attests in addition that she, in any event, waives and releases any and all rights in and to such property that may accrue to her by virtue of the homestead exemption laws of the State of Wyoming.

> The West 1/2 of the NW1/4 and the North 1/2 of the SW1/4 of Section 14, Township 29 North, Range 103 West of the 6th P.M.; together with all water rights appertaining to said lands; and
>
> Section 15, E1/2SE1/4NE1/4NE1/4 and N1/2NE1/4SE1/4, Township 29 North, Range 103 West of the 6th P.M. as the same appears on the official plat thereof filed of record in the office of the Sublette County Clerk;
>
> 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.

Further your affiant sayeth not.

RECORDED October 27 1999 2:55 PM
IN BOOK 70 MISC PAGE 379
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

275606

Roseanna M. Ray
Roseanna M. Ray

NOTARY

STATE OF Colorado)
) ss
COUNTY OF Larimer)

The above and foregoing AFFIDAVIT AND HOMESTEAD RIGHTS WAIVER OF ROSEANNA M. RAY sworn to and acknowledged before by affiant Roseanna M. Ray this 15th day of October, 1999.

Witness my hand and official seal.

JOSEPH P. FONFARA NOTARY PUBLIC STATE OF COLORADO

Joseph P. Fonfara
notary public

my commission expires: 6/30/2003

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

CIVIL ACTION NO. 6061

JOHN W. SCHULTZ and JEANETTE SCHULTZ, Trustees in trust under the John W. Schultz Living Trust, dated February 1, 1993; and JOHN W. SCHULTZ and JEANETTE SCHULTZ Trustees in trust under the Jeanette Schultz Living Trust, dated February 1, 1993,

Plaintiffs,

vs.

THOMAS H. ORCUTT and C.J. BARNHISEL, their heirs or assigns, And if either is deceased then all of the Unknown heirs, devises, legatees, creditors and successors of such deceased person and all other persons claiming any estate or interest in or lien upon, the real property and the premises which are the subject matter of this action and are described herein; and, Sadie Ruth Barnhisel a/k/a Sadie Ruth Niles; and Desert State Life Management, Inc., as Conservator and Guardian of Sadie Ruth Barnhisel a/k/a Sadie Ruth Niles; and Judy Estes; and John Barnhisel a/k/a J. Gray Hunter,

Defendants.

FILED

OCT 27 1999

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYOMING
BY

JUDGMENT AND DECREE

The above matter coming regularly on this day before the Honorable ~~Nancy J.~~ D. Terry Logers ~~Guthrie~~, Judge of the District Court in and for the County of Sublette, State of Wyoming, the Plaintiffs appearing by their attorney, RALPH E. WOOD, and the 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 Plaintiffs and being now fully advised in the premises, finds as follows:

That Plaintiffs' Complaint was filed in this Court on the 8/27/99; 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 Plaintiffs' 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.

275608

RECORDED October 27 1999 3:00 P M
IN BOOK 70 Misc. PAGE 380
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING

That the Defendants have failed in any manner to answer Plaintiffs' 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 these Plaintiffs by their action 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 Plaintiffs and against the Defendants upon the Plaintiffs' Complaint and the issues of said cause. The Court further finds that Plaintiffs have sustained all the allegations of said Complaint by sufficient evidence; and the Court does finally find that said 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 Plaintiffs, JOHN W. SCHULTZ and JEANETTE SCHULTZ, Trustees in trust under the John W. Schultz Living Trust, dated February 1, 1993; and JOHN W. SCHULTZ and JEANETTE SCHULTZ, Trustees in trust under the Jeanette Schultz Living Trust, dated February 1, 1993, are the true and lawful owners of all the real property and premises described as:

> Lot Twenty (20), Block Two (2) in the Amended Townsite of Shelter Park, Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining.

3. That the title and possession of said Plaintiffs' in and to the real property and premises hereinabove described is forever quieted and settled in said Plaintiffs, free and clear of all right, title, lien, claim, estate, interest, or equity of said 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 27th day of October, 1999.

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

PARCEL IDENTIFICATION #
WORK ORDER #12134
SEC.03,T36N,R113W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That I, the undersigned, WILLIAM DEE WATSABAUGH, a married man, ("Grantor") 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, ("Grantees"), a perpetual easement and right of way for the construction and continued maintenance, repair, alteration and replacement of the electric distribution circuits, lines and equipment 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 4-1, part of Section 3, T36N, R113W, Hoback Ranches Subdivision, Sublette County, Wyoming.

BEGINNING at a point being the C 1/4 of said Section 3; thence N 0 degrees 15 minutes 43 seconds E, 1,329 feet; thence S 67 degrees 22 minutes E, 69 feet; thence S 50 degrees E, 122 feet; thence S 0 degrees E, 408 feet to a transformer; thence easement begins and bears N 75 degrees W, 39 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, spray herbicides, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of the facilities. The Grantor acknowledges that Electric and Magnetic Fields (EMF) are naturally occurring in the transmission or distribution of electricity, and that the Grantee has here notified Grantor that EMF testing and information is available upon request from the Grantee. This Easement by Grantor is intended to include so much space as is necessary or appropriate to the presence of EMF and reasonable operation of the Grantee's transmission or distribution lines. 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 the Grantor, this 9th day of September, 1999.

William Dee Watsabaugh

STATE OF Wyoming)
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by William Dee Watsabaugh

this 13th day of September, 1999

Witness my hand and official seal.

(Seal)

Janice T. Woodmencey
Notary Public

My commission expires: 8/5/2000

JANICE T. WOODMENCEY NOTARY PUBLIC TETON COUNTY, WYOMING COMMISSION EXPIRES

275648

RECORDED November 1 1999 10:15A M
IN BOOK 70 Misc PAGE 382
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sorton

PARCEL IDENTIFICATION #
WORK ORDER #12222
SEC.36,T38N,R110W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That I, the undersigned, JOHN P. QUINTRELL, a married man, ("Grantor") 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, ("Grantees"), a perpetual easement and right of way for the construction and continued maintenance, repair, alteration and replacement of the electric distribution circuits, lines and equipment 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 21 of the Gypsum Creek Subdivision Number 2, Sublette County, Wyoming.

COMMENCING at a point being the SE corner of said Lot 21; thence N 48 degrees E, 148 feet to a transformer; thence easement begins and bears N 15 degrees W, 145 feet more or less to a meter.

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, spray herbicides, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of the facilities. The Grantor acknowledges that Electric and Magnetic Fields (EMF) are naturally occurring in the transmission or distribution of electricity, and that the Grantee has here notified Grantor that EMF testing and information is available upon request from the Grantee. This Easement by Grantor is intended to include so much space as is necessary or appropriate to the presence of EMF and reasonable operation of the Grantee's transmission or distribution lines. 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 the Grantor, this 15th day of September, 1999.

John P. Quintrell

STATE OF Wyoming
COUNTY OF Teton

The foregoing instrument was acknowledged before me by John P. Quintrell

this 15th day of September, 1999.

Witness my hand and official seal.

(Seal)

Janice T. Woodmencey
Notary Public

My commission expires: 8/5/2000

J. NICE T. WOODMENCEY — NOTARY PUBLIC — COMMISSION EXPIRES — TETON COUNTY, WYOMING

275649

RECORDED November 1 1999 10:15 AM
IN BOOK 70 Misc. PAGE 383
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

No. 5094
LN 00455
Big Piney Pipeline

STATE OF WYOMING

TO

Northwest Pipeline Corporation

GRANT OF EASEMENT FOR

8" Lateral Gas Pipeline

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 Five hundred seven and 31/100 dollars ($507.31) grant to Northwest Pipeline Corporation for the uses and purposes and upon the conditions hereinafter set forth, an easement for an 8" Lateral Gas Pipeline over a certain tract of land situated in the County of Sublette, State of Wyoming, more particularly described as follows:

All that portion of the NE¼SE¼ of Section 16, T.27N., R.112W., of the 6th P.M., Sublette County, Wyoming, lying between parallel right of way lines 20 feet apart, being 10 feet on each side when measured at right angles to the following described survey line, said parallel right of way lines begin in the NE¼SE¼ of said Section 16 and end on the east boundary of said Section 16:

Beginning at a point in the NE¼SE¼ of said Section 16 from which the southeast corner of said Section 16 bears S.29°51'E. a distance of 1,882.0 feet;

thence N.41°41'W. a distance of 20.0 feet;

thence N.48°42'E. a distance of 1,304.4 feet, more or less, to a point on the east boundary of said Section 16 from which the southeast corner of said Section 16 bears south along the east boundary of said Section 16 a distance of 2,508.3 feet.

The above described parcel of land contains 0.61 acres, more or less.

This description is based on a survey done under the direction of Dick R. Griffin, Wyoming L.S. No. 2785, in September, 1990.

The above described tract being more specifically shown upon a map in the office of the Commissioner of Public Lands, filed with and made a part of an application for right of way.

TO HAVE AND TO HOLD for continuous use said easement over the above described land for the use and benefit to locate, construct, control, maintain, improve, relocate, and repair, within the designated right of way.

PROVIDED, That the easement granted hereby shall never be used so as to interfere with or impair the full development of the land embraced therein for its minerals or coal, or interfere with or impair the full or complete extraction therefrom by the State of Wyoming or its legal grantees or lessees of all minerals or coal contained in said land, including oil and gas.

PROVIDED FURTHER, That the easement granted hereby shall not be used to the detriment or injury of the grazing or agricultural leases or purchasers of said land from the State of Wyoming, or their livestock or property, or so as to interfere with their use and enjoyment of the surface embraced in the easement for grazing purposes or the

275651

RECORDED November 1 1999 10:30a M
IN BOOK 70 Misc PAGE 384
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sachse

Northwest Pipeline Corporation

cultivation of crops.

PROVIDED FURTHER, That upon the abandonment or discontinuance of the use of said tract of land for said purpose for which granted, the rights of said grantee to the use of said land and easement shall terminate and cease, and all rights and interest vested in said grantee by this grant of easement shall revert to the State of Wyoming, its successors and assigns, the same as if this grant had never been made.

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

IN TESTIMONY WHEREOF, The Board of Land Commissioners has caused this instrument to be signed by its President and countersigned by its Secretary, and its seal to be here unto affixed the 3rd day of March, A.D. 1992.

Governor, President Board of Land Commissioners

Countersigned:

Commissioner of Public Lands, Secretary

(SEAL)

Examined

MEMORANDUM OF AGREEMENT

On this 1 day of November, 1999, Paul F. Updyke and Crystal R. Updyke, P.O. Box 5, Cora, Wyoming 82925, hereinafter referred to as "Updyke" and Todd C. Goodrich, P.O. Box 1685, Pinedale, Wyoming 82941, hereinafter referred to as "Goodrich", enter into the following Memorandum of Agreement as hereinafter set forth.

WHEREAS, Updyke is the owner of Lot 1 of the West Four Subdivision, Sublette County, Wyoming, hereinafter referred to as Lot 1; and

WHEREAS, Goodrich is buying Lot 2 from Updyke and as a part of the sale and purchase of said lot the parties made this agreement; and

WHEREAS, Goodrich is the new owner of Lot 2 of the West Four Subdivision, Sublette County, Wyoming, hereinafter referred to as Lot 2; and

WHEREAS, there is a water well which has been drilled and is located on Lot 1; and

WHEREAS, Goodrich wishes to obtain water to be piped to his lot (Lot 2) from the well located on Lot 1; and

WHEREAS, the usage of the water by Goodrich being obtained from the well located on Lot 1, shall be, by agreement between the owners of Lots 1 and 2; and

WHEREAS, the parties wish to express their agreement with regard to the furnishing of water from the well located on Lot 1 and wish to express their agreement between them in writing;

THEREFORE, the parties in consideration of the covenants and agreements as hereinafter set forth enter into the following agreement;

1. The parties agree that it is in the best interest of the parties that they memorialize their agreement in writing with regard to the matters as herein set forth and therefore, they do hereby enter into this written agreement to avoid any confusion among themselves and/or among their heirs, successors and assigns. It is agreed that when either party's name is mentioned it is the intent that this agreement shall be binding upon their

275667

RECORDED November 19 99 M 2:15p
IN BOOK 70 Misc. PAGE 386
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Foster

heirs, successors and assigns, it being the intent to bind all who presently own and may own the subject lots in the future as herein described. As long as this agreement is effective this agreement shall be assigned unto the new owner of each lot as and when they are transferred in the future with the new owners accepting the rights and obligations herein set forth.

2. The parties do hereby agree that Goodrich, his heirs, successors and assigns, may use the water from the well located on Lot 1 for domestic purposes as may be needed and desired on Lot 2, however, it is further understood and agreed that the usage by Goodrich, their heirs, successors and assigns shall not overtax or be damaging to the subject well and furthermore, that said water from the well located on Lot 1 shall not be used for irrigation purposes or any purposes other than domestic household purposes. In the event the usage of said well by Goodrich does overtax the ability of the subject well, Updyke may terminate this agreement upon thirty (30) days notice. Such notice may be given verbally or in writing but shall be deemed to have been conclusively given when sent by Certified Return Receipt Mail to Goodrich at the address set forth in this document or to any other address which may be given in writing by Goodrich to Updyke.

3. In consideration for the use of the water from the well located on Lot 1, Goodrich, their heirs, successors and assigns shall be responsible for making payment of fifty percent (50%) of the electricity used in pumping all water from the well and furthermore, they shall be responsible for fifty percent (50%) of any and all expenses incurred in the operation, maintenance, repair and upkeep of the subject well and its accessories.

4. The parties agree that Goodrich shall be responsible for the running of the water line from the well head to his property and any and all expense incurred therein in the connecting of said water line to the well head. Furthermore, Goodrich shall not interfere with the water flow to Updyke.

5. The parties agree that the water to be supplied pursuant to this agreement shall be through the water pipeline

from the well as now presently constructed for Lot 1 and for Lot 2 through the water line to be constructed by Goodrich, which water line shall be maintained by Goodrich, his heirs, successors and assigns. Furthermore, all expenses incurred in constructing and maintaining the new water line for delivery of the water to Lot 2 shall be paid for by Goodrich, his heirs, successors and assigns.

6. This agreement shall take affect on the date signed by the parties.

7. In the event Goodrich fails to pay any expense he is required to pay as herein set forth within thirty (30) days from notice being sent of said obligation, Goodrich shall be in default of this agreement and if he fails to cure said default within ten (10) days of notice of said default, Updyke may terminate this agreement. Such notice of default may be given verbally or in writing but shall be deemed to have been conclusively given when sent by Certified Return Receipt Mail to Goodrich at the address set forth in this document or to any other name and/or address which may be given in writing by Goodrich to Updyke.

8. It is further agreed that this document does not give unto Goodrich, his heirs, successors and assigns any right or interest in or to Lot 1 other than a license for use of water from the subject well under the terms as set forth herein and a right to run a water line from the subject well to Lot 2 in a location as agreed to by Updyke. This document is a license to obtain water for Goodrich, his heirs, successors and assigns, from the well presently located on Lot 1, subject to the terms and conditions set forth herein.

9. Goodrich, his heirs, successors and assigns agree that Updyke, their successors and assigns are not responsible for the quality or safety of the water from the subject well. Updyke shall not be liable in any respect whatever for failure, suspension or diminition in water or pressure from the subject well. Furthermore, Goodrich, his heirs, successors and assigns agree that by using the water from the subject well they do

hereby undertake to indemnify Updyke, their successors and assigns from any and all liability, loss, attorney fees, costs or damage to Updyke, their successors and assigns as they may suffer as a result of any claims, demands, costs, and/or judgments against them arising out of the usage of the subject water whether or not the liability, loss or damage is caused by, or arises out of, the negligence of Updyke, their heirs, successors and assigns, their employees or otherwise.

10. The parties agree that in the event any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, a reasonable sum for the successful party's attorney's fees plus costs incurred in the action.

11. The parties agree it shall be the responsibility of Goodrich to make application with the State of Wyoming, State Engineer's office, for a permit to make the appropriation for use of water from said well by Goodrich. It is agreed Goodrich shall send a copy of this agreement along with said application and any expense associated with said application shall be the responsibility of Goodrich. This agreement shall be subject to the approval of the State Engineer's office for the State of Wyoming.

12. The attorney preparing this document is representing Updyke herein.

DATED this 1st day of November, 1999.

Todd C. Goodrich

Todd C. Goodrich

Paul F. Updyke

Paul F. Updyke

Crystal R. Updyke

Crystal R. Updyke

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1st day of November, 1999, personally appeared **TODD C. GOODRICH**, to me known to be the identical person who subscribed his name to the forgoing instrument and acknowledge to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereto set my hand and official seal the date and year last above stated.

Brandy L Johnson
Notary Public

My Commission Expires:

Brandy L. Johnson - Notary Public
County of Sublette State of Wyoming
My Commission Expires 08/12/2003

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1st day of November, 1999, personally appeared **PAUL F. UPDYKE and CRYSTAL R. UPDYKE**, to me known to be the identical person who subscribed his name to the forgoing instrument and acknowledge to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereto set my hand and official seal the date and year last above stated.

Brandy L. Johnson
Notary Public

My Commission Expires:

Brandy L. Johnson - Notary Public
County of Sublette State of Wyoming
My Commission Expires 08/12/2003

391

STATE OF COLORADO

DEPARTMENT OF STATE

CERTIFICATE

I, DONETTA DAVIDSON, SECRETARY OF STATE OF THE STATE OF COLORADO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, A STATEMENT OF MERGER WAS FILED ON JULY 1,1998 WITH AN EFFECTIVE DATE OF JULY 1,1998 EVIDENCING THE MERGER OF

CHANDLER & ASSOCIATES, INC.
(COLORADO CORPORATION)

INTO

C & A, LLC
(COLORADO LIMITED LIABILITY COMPANY)
THE SURVIVOR

WITH THE SURVIVING CORPORATION CHANGING ITS CORPORATE NAME TO

CHANDLER & ASSOCIATES, LLC

Dated: October 08, 1999

275688

RECORDED November 2 1999 10:30A M
IN BOOK 70 Misc PAGE 391
FEES $6.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

Donetta Davidson

SECRETARY OF STATE

WATER RIGHT DEED

WILLIS D. McAMIS AND MELISSA A. McAMIS, husband and wife, grantors, for and in consideration of Ten and NO/100 ($10.00) Dollars and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, do CONVEY AND WARRANT TO **CHARLES DONALD CHRISTMANN, Trustee of the Charles Donald Christmann 1984 Trust,** grantee, whose address is P.O. Box 66, Pinedale, WY 82941, the following described property rights and water appropriations, situate in Sublette County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

All surface irrigation water and water rights and rights to the use of water as said water is attached, appropriated and appurtenant to by operation of law, custom, usage or otherwise to the following described lands and real estate situate in the County of Sublette and State of Wyoming, to-wit:

> Lot One (1), Big River Subdivision, Sublette County, Wyoming as the same appears on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;

The Grantee is hereby authorized to detach the water right from the lands herein described and change it to include any or all preferred use, as described in W.S. Section 41-3-102; also to change the point of diversion and means of conveyance of the water of said appropriation to any location that may be designated by Grantee and to file the necessary proceedings with the Wyoming State Board of Control to make these changes; and any order or Decree of the said Board of Control or confirmation of same by the Court is hereby acquiesced in by the Grantors, and it shall be binding upon the Grantors , their heirs and assigns.

The Grantors hereby waive any and all notices which may be required by law and neither they nor their successors or assigns shall, at any time in the future, file any adverse claim or institute any proceedings in law or equity attacking adversely or in an manner whatsoever, the equities, right, title or interest of any of the water rights herein referred to and for which it is hereby agreed that the Grantors have received full and adequate compensation.

DATED this 26 day of Oct., 1999.

WILLIS D. McAMIS

MELISSA A. McAMIS

275708

RECORDED Nov 3 1999 305 PM

IN BOOK 70 MISC PAGE 392

FEES $ 8.00 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE WYOMING

By Tracey L Hoover

STATE OF Wyoming)
) ss.
COUNTY OF Sheridan)

The foregoing **Water Right Deed** was acknowledged before me by WILLIS D. McAMIS and MELISSA A. McAMIS, this 26th day of October, 1999.

Witness my hand and official seal.

Brit Mallery
NOTARY PUBLIC

My Commission Expires: 6-4-2002

WATER RIGHT DEED

ROBERT LEON LETSINGER AND ANNABELLE LETSINGER, husband and wife, grantors, for and in consideration of Ten and NO/100 ($10.00) Dollars and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, do CONVEY AND WARRANT TO **CHARLES DONALD CHRISTMANN, Trustee of the Charles Donald Christmann 1984 Trust,** grantee, whose address is P.O. Box 66, Pinedale, WY 82941, the following described property rights and water appropriations, situate in Sublette County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

All surface irrigation water and water rights and rights to the use of water as said water is attached, appropriated and appurtenant to by operation of law, custom, usage or otherwise to the following described lands and real estate situate in the County of Sublette and State of Wyoming, to-wit:

> Lot Seventy-Nine (79), Big Country Ranches, Fourth Filing, Sublette County, Wyoming as the same appears on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;

The Grantee is hereby authorized to detach the water right from the lands herein described and change it to include any or all preferred use, as described in W.S. Section 41-3-102; also to change the point of diversion and means of conveyance of the water of said appropriation to any location that may be designated by Grantee and to file the necessary proceedings with the Wyoming State Board of Control to make these changes; and any order or Decree of the said Board of Control or confirmation of same by the Court is hereby acquiesced in by the Grantors, and it shall be binding upon the Grantors , their heirs and assigns.

The Grantors hereby waive any and all notices which may be required by law and neither they nor their successors or assigns shall, at any time in the future, file any adverse claim or institute any proceedings in law or equity attacking adversely or in an manner whatsoever, the equities, right, title or interest of any of the water rights herein referred to and for which it is hereby agreed that the Grantors have received full and adequate compensation.

DATED this 14th day of October, 1999.

275709

Robert Leon Letsinger
ROBERT LEON LETSINGER

Annabelle Letsinger
ANNABELLE LETSINGER

RECORDED Nov 3 1999 3:05 PM
IN BOOK 70 MISC PAGE 394
FEES $8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Howell

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Water Right Deed** was acknowledged before me by ROBERT LEON LETSINGER and ANNABELLE LETSINGER, this 6th day of October, 1999.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:
November 2000

WATER RIGHT DEED

DONALD PAUL HANSON and SUSAN J. HANSON, husband and wife, grantors, for and in consideration of Ten and NO/100 ($10.00) Dollars and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, do CONVEY AND WARRANT TO **CHARLES DONALD CHRISTMANN, Trustee of the Charles Donald Christmann 1984 Trust,** grantee, whose address is P.O. Box 66, Pinedale, WY 82941, the following described property rights and water appropriations, situate in Sublette County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

All surface irrigation water and water rights and rights to the use of water as said water is attached, appropriated and appurtenant to by operation of law, custom, usage or otherwise to the following described lands and real estate situate in the County of Sublette and State of Wyoming, to-wit:

> Lot Five (5), Big Country Ranches, Third Filing, Sublette County, Wyoming as the same appears on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;

The Grantee is hereby authorized to detach the water right from the lands herein described and change it to include any or all preferred use, as described in W.S. Section 41-3-102; also to change the point of diversion and means of conveyance of the water of said appropriation to any location that may be designated by Grantee and to file the necessary proceedings with the Wyoming State Board of Control to make these changes; and any order or Decree of the said Board of Control or confirmation of same by the Court is hereby acquiesced in by the Grantors, and it shall be binding upon the Grantors , their heirs and assigns.

The Grantors hereby waive any and all notices which may be required by law and neither they nor their successors or assigns shall, at any time in the future, file any adverse claim or institute any proceedings in law or equity attacking adversely or in an manner whatsoever, the equities, right, title or interest of any of the water rights herein referred to and for which it is hereby agreed that the Grantors have received full and adequate compensation.

DATED this 6th day of October, 1999.

Donald Paul Hanson
DONALD PAUL HANSON

Susan J. Hanson
SUSAN J. HANSON

275710

RECORDED Nov 3 1999 3:05 PM
IN BOOK 70 MISC PAGE 396
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Water Right Deed** was acknowledged before me by DONALD PAUL HANSON and SUSAN J. HANSON, this 6th day of October, 1999.

Witness my hand and official seal.

Marlisa Bailey
NOTARY PUBLIC

My Commission Expires: 10-06-99

MARYLISA BAILEY NOTARY PUBLIC SUBLETTE COUNTY WYOMING

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS FOR ORCUTT HILL SUBDIVISION, UNITS I, II, III AND IV

WHEREAS, a Declaration Of Restrictive Covenants For Orcutt Hill Subdivision was recorded on 1/7/72 in the office of the County Clerk, Sublette County, Wyoming at Book 28 of Miscellaneous, Page 30; and,

WHEREAS, said restrictive covenants applied to the Orcutt Hill Subdivision, Units I, II and III; and,

WHEREAS, a Declaration Of Restrictive Covenants For Orcutt Hill Subdivision Unit IV, was recorded on 12/23/83 in the office of the County Clerk, Sublette County, Wyoming at Book 43 of Miscellaneous, Page 499; and,

WHEREAS, at Section 1 of the Declaration Of Restrictive Covenants For Orcutt Hill Subdivision Unit IV, it is stated: "All restrictive covenants applicable to Orcutt Hill Subdivision, Units I, II and III, as specifically defined in that certain DECLARATION OF RESTRICTIVE COVENANTS FOR ORCUTT HILL SUBDIVISION recorded in the office of the Sublette County Clerk on the 7th day of January, 1972, in Book 28 of Miscellaneous, page 30, except as herein specifically modified are hereby made applicable to Unit IV as if herein set out in full."; and,

WHEREAS, on the fifth page of said Declaration Of Restrictive Covenants For Orcutt Hill Subdivision it is stated: "These restrictions may be modified or amended by a majority of the Orcutt Hill Standards Committee."; and,

WHEREAS, a meeting of the Orcutt Hill Standards Committee was held at 10:30 A.M. on 10/6/99 with all members of the Orcutt Hill Standards Committee; and,

WHEREAS, after discussion it was decided that it would be in the best interest of the landowners of Orcutt Hill Subdivision, Units I, II, III and IV to amend the Declaration Of Restrictive Covenants For Orcutt Hill Subdivision in regard to manufactured housing;

NOW THEREFORE, UPON MOTION DULY MADE, SECONDED AND PASSED, UNANIMOUSLY IT WAS RESOLVED:

That the Declaration Of Restrictive Covenants For Orcutt Hill Subdivision are hereby amended by the addition of the following Restrictive Covenant:

All improvements shall be of new construction built on site. No pre-cut, manufactured, modular construction type structure or "Manufactured Structure" shall be allowed. "Manufactured Structure" means a structure, which is fabricated in one or more sections at a location other than the construction site in the Orcutt Hill Subdivision by assembly line-type production techniques or by other construction methods unique to an off-site manufacturing process and is designed to be towed on its own chassis

275711

3050
RECORDED Nov 3 1999 M
IN BOOK 70 MISC PAGE 398
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Tracy L Hamer

or be site delivered by an alternative means; This includes, but is not limited to, so-called mobile homes, double-wide mobile homes, triple-wide mobile homes, modular structures and manufactured homes. Such a structure shall continue to be considered a manufactured home despite removal of tires, removal of wheels, removal of axles, despite the fact that such structure has been set upon a foundation or despite the fact that such structure has been attached to the ground in any manner.

DATED this 2nd day of November, 1999.

ORCUTT HILL STANDARDS COMMITTEE:

BY: _____
RIDGE LARSON, President

BY: _____
CRAIG L. CRANDALL, Secretary

BY: _____
RON WILSON, Member

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Amendment To Declaration Of Restrictive Covenants For Orcutt Hill Subdivision, Units I, II, III and IV** was acknowledged before me by ORCUTT HILL STANDARDS COMMITTEE, by RIDGE LARSON, its President, this 2nd day of Nov, 1999.

WITNESS my hand and official seal.

Susan J. Hanson - Notary Public
County of Sublette State of Wyoming
My Commission Expires Dec. 12, 2002

_____
NOTARY PUBLIC

My Commission Expires: 12/12/2002

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Amendment To Declaration Of Restrictive Covenants For Orcutt Hill Subdivision, Units I, II, III and IV** was acknowledged before me by ORCUTT HILL STANDARDS COMMITTEE, by CRAIG L. CRANDALL, its Secretary, this 2nd day of Nov., 1999.

WITNESS my hand and official seal.

Susan J. Hanson - Notary Public
County of Sublette State of Wyoming
My Commission Expires Dec. 12, 2002

_____
NOTARY PUBLIC

My Commission Expires: 12/12/2002

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Amendment To Declaration Of Restrictive Covenants For Orcutt Hill Subdivision, Units I, II, III and IV** was acknowledged before me by ORCUTT HILL STANDARDS COMMITTEE, by RON WILSON, Member, this 2nd day of Nov. 1999.

WITNESS my hand and official seal.

Susan J. Hanson - Notary Public
County of Sublette State of Wyoming
My Commission Expires Dec. 12, 2002

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/2002

400

T.34N.

VICINITY MAP

1" = 1000'

CERTIFICATE OF APPROVAL

PURSUANT TO SECTIONS 34-12-102 AND 34-12-103, WYOMING STATUTES, 1977, AS AMENDED, THE GLACIER RIDGE LARGE TRACT DEVELOPMENT WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS ON THE 5TH DAY OF October, 1999. PLAT APPROVAL DOES NOT CONSTITUTE ACCEPTANCE OF 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

William W. Cramer
WILLIAM W. CRAMER, CHAIRMAN

Gordon Johnston
GORDON JOHNSTON, COMMISSIONER

Betty Fear
BETTY FEAR, COMMISSIONER

ATTEST: Mary L. Lankford
MARY L. LANKFORD, COUNTY CLERK

THE STATE OF WYOMING
SUBLETTE COUNTY

RECORDED Nov. 5 1999 4:00 PM
IN BOOK 10 Misc. PAGE 401
FEES $ 50.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sackett

275734

PLAT OF THE
GLACIER RIDGE
LARGE TRACT DEVELOPMENT

LOCATED IN THE
S/2 SW/4 OF SEC. 27 AND THE
N/2 NW/4 AND SE/4 NW/4 OF SEC. 34,
T.34N., R.109W., 6TH P.M.
SUBLETTE COUNTY, WYOMING

REV. 08-18-99
06-17-99

BOOK 2518

ASSIGNMENT OF EASEMENT

Whereas, in a certain QUITCLAIM DEED recorded at Book 12 of Quitclaim Deeds, Page 549, in the office of the County Clerk of Sublette County, State of Wyoming **LINDA D. HUBBARD, as Trustee under the Estate of Frank W. Tyler, Deceased; LARRY WAYNE HUBBARD and LINDA D. HUBBARD,** husband and wife; **WAYNE F. HUBBARD and JULIE HUBBARD,** husband and wife; and **TRAVIS J. HUBBARD and LORI HUBBARD,** husband and wife, did reserve an easement by the use of the language; "RESERVING, HOWEVER, UNTO GRANTORS, their heirs, executors, administrators, successors, and assigns forever an easement of right-of-way for ingress and egress over, across, and upon said tract of land as described above", and,

Whereas, the description of the real property over which said easement was reserved is described as:

> A tract of land located in the SW1/4NE1/4 of Section 15, Township 33 North, Range 110 West of the 6th P.M., Sublette County, Wyoming, described as follows:
> Commencing at the southeast corner (CE1/16 corner) of said SW1/4NE1/4;
> thence proceeding N.01°14'51"W., along the east line of said SW1/4NE1/4, a distance of 666.03 feet to the true Point of Beginning;
> thence N.85°45'11"W., on a line parallel with the south line of said SW1/4NE1/4, a distance of 50.00 feet;
> thence N.01°14'51"W., on line parallel with the east line of said SW1/4NE1/4, a distance of 125.00 feet;
> thence S.85°45'11"E., on a line parallel with the south line of said SW1/4NE1/4 a distance of 50.00 feet, to the east line of said SW1/4NE1/4;
> thence S.01°14'51"E., along said east line, a distance of 125.00 feet to the Point of Beginning, encompassing 0.143 acres, more or less; and,

Whereas it is now desired to assign and convey said reserved easement to **JEROME T. MOORE, JR. and BONNIE B. MOORE,** husband and wife, as the easement was reserved to provide access to certain real property which they now own.

NOW THEREFORE, KNOWN ALL MEN BY THESE PRESENTS, That **LINDA D. HUBBARD, as Trustee under the Estate of Frank W. Tyler, Deceased; LARRY WAYNE HUBBARD and LINDA D. HUBBARD,** husband and wife; **WAYNE F. HUBBARD and JULIE HUBBARD,** husband and wife; and **TRAVIS J. HUBBARD and LORI HUBBARD,** husband and wife, Grantors, for and in consideration of Ten and NO/100 ($10.00) Dollars and other good and valuable consideration, the receipt whereof is hereby confessed and acknowledged, have conveyed and assigned and by these presents do for themselves, and their heirs, executors, administrators, successors, and assigns, convey and assign unto the said **JEROME T. MOORE, JR. and BONNIE B. MOORE,**

3:05 P

RECORDED November 9 19 99 M
IN BOOK 70 Misc PAGE 402
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

275756

husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, Grantees, their heirs, successors and assigns, forever, all such right, title, interest, property, possession, claim and demand, as they have or ought to have, in or to all the following described premises, to-wit:

An easement of right-of-way for ingress and egress over, across, and upon the tract of land as described as:

> A tract of land located in the SW1/4NE1/4 of Section 15, Township 33 North, Range 110 West of the 6th P.M., Sublette County, Wyoming, described as follows:
> Commencing at the southeast corner (CE1/16 corner) of said SW1/4NE1/4; thence proceeding N.01°14'51"W., along the east line of said SW1/4NE1/4, a distance of 666.03 feet to the true Point of Beginning;
> thence N.85°45'11"W., on a line parallel with the south line of said SW1/4NE1/4, a distance of 50.00 feet;
> thence N.01°14'51"W., on line parallel with the east line of said SW1/4NE1/4, a distance of 125.00 feet;
> thence S.85°45'11"E., on a line parallel with the south line of said SW1/4NE1/4 a distance of 50.00 feet, to the east line of said SW1/4NE1/4;
> thence S.01°14'51"E., along said east line, a distance of 125.00 feet to the Point of Beginning, encompassing 0.143 acres, more or less; and,

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

GRANTORS:
ESTATE OF FRANK W. TYLER:

BY: Linda D. Hubbard Trustee
LINDA D. HUBBARD, Trustee

STATE OF Idaho)
) ss.
COUNTY OF Bonneville)

The foregoing **Warranty Deed** was acknowledged before me by LINDA D. HUBBARD, as Trustee of the Estate of Frank W. Tyler, deceased, this 5th day of November, 1999.

Witness my hand and official seal.

Sharon Sharp
NOTARY PUBLIC

My Commission Expires: 8-3-2004

DATED this 5th day of November, 1999.

Larry Wayne Hubbard
LARRY WAYNE HUBBARD

ELIZABETH A. SHARP NOTARY PUBLIC STATE OF IDAHO

Linda D. Hubbard
LINDA D. HUBBARD

STATE OF Idaho)
) ss.
COUNTY OF Bonneville)

The foregoing **Warranty Deed** was acknowledged before me by LARRY WAYNE HUBBARD and LINDA D. HUBBARD, this 5th day of November, 1999.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 8-3-2004

DATED this 5th day of November, 1999.

Wayne F. Hubbard
WAYNE F. HUBBARD

Julie Hubbard
JULIE HUBBARD

STATE OF Idaho)
) ss.
COUNTY OF Bonneville)

The foregoing **Warranty Deed** was acknowledged before me by WAYNE F. HUBBARD and JULIE HUBBARD, this 5th day of November, 1999.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

DATED this 5th day of November, 1999.

Travis J Hubbard
TRAVIS J. HUBBARD

Lori Hubbard
LORI HUBBARD

404

STATE OF Idaho)
) ss.
COUNTY OF Bonneville)

The foregoing **Warranty Deed** was acknowledged before me by TRAVIS J. HUBBARD and LORI HUBBARD, this 5th day of November, 19 99.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 8-3-2004

ELIZABETH A. SHARP NOTARY PUBLIC STATE OF IDAHO

(Rev.)

Amended and Restated
GRANT OF FISHING RIGHTS FOR THE RYEGRASS

This Agreement is duly executed and delivered by the undersigned Association, Declarant and Grantees effective as of August 2, 1999. This Agreement amends and restates in their entirety the five "Grant of Fishing Rights for the Ryegrass" instruments entered into by Declarant and Grantees recorded with the Clerk of Sublette County, Wyoming on December 1, 1997 in Book 67 of Misc. Records, pages 609 to 624.

Recitals:

a. Pursuant to paragraph 10 of the Declaration of Covenants, Conditions and Restrictions for The Ryegrass recorded in the records of Sublette County Clerk on April 30, 1997 in Book 67 Misc. at page 121 et. seq. (the "CCRs"), the Declarant and the Grantees were granted a continuing right to use the Fish Hatchery property at the Ryegrass and to fish Cottonwood Creek in accordance with the regulations promulgated by the Association.

b. The Association, the Declarant and the Grantees had a dispute regarding the 1997 instruments referred to above and the CCRs.

c. Said dispute has been resolved on the terms set forth in this Agreement and the related Quitclaim Deed executed by the Grantees, and this Agreement sets forth the sole rights of the Grantees with respect to the Fish Hatchery property and the fishing on Cottonwood Creek (the Declarant has no further rights under the CCRs, and the Declarant expressly disclaims any further rights).

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Each Grantee will have (i) a perpetual nonexclusive easement during said Grantee's lifetime to fish one (1) rod right along Cottonwood Creek (no more than 50 feet on either side of the thalweg) in accordance with requirements promulgated by the Association from time to time, as said Creek traverses the land described in Exhibit "I" hereto, without charge or assessment, and (ii) the right during said Grantee's lifetime to use the Fish Hatchery accommodations/dining facilities for standard charges and subject to standard rules of the Association. Said Association rules will treat the Grantees collectively as one Parcel Owner, in terms of guests, priority, scheduling and charges. The "Owners" and "Fish Hatchery" have the meanings set forth in the CCRs.

2. These rights are solely for the benefit of the individual Grantees for their respective lifetimes, and may not be sold or assigned in any way, provided only that the Grantees may bring guests to the Fish Hatchery facilities and Cottonwood Creek when accompanied by the applicable Grantee, to the extent such guests are permitted for Owners.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties.

ASSOCIATION:

RYEGRASS RANCH OWNERS ASSOCIATION

By: Kelly Lolich Hurst
President

275769

RECORDED Nov. 10 1999 9:25 M
IN BOOK 70 Misc PAGE 406
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scoton

DECLARANT:

RYEGRASS CAPITAL LLC,
a Wyoming limited liability company

By: _____

GRANTEES:

_____
Robert Graham

_____
Karen L. Terra

_____
John Bailey

_____
Merton Bell

_____
Ronald D. Saypol

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing Instrument was acknowledged before me by Ronald D. Saypol, duly acting as Manager on behalf of said Association, this 21st day of October, 1999.

WITNESS my hand and official seal.

(Seal) ANNETTE DESPAIN - NOTARY PUBLIC County of Teton State of Wyoming My Commission Expires May 14, 2002

_____
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing Instrument was acknowledged before me by KELLY LOCKHART, duly acting as PRESIDENT on behalf of said Declarant, this 25 day of August, 1999.

WITNESS my hand and official seal.

(Seal) MARY GIMPEL - NOTARY PUBLIC County of Teton State of Wyoming My Commission Expires 12/17/2001

_____
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing Instrument was acknowledged before me by **Robert Graham** this 21st day of October, 1999.

WITNESS my hand and official seal.

ANNETTE DESPAIN - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires May 14, 2002

(Seal)

Annette Despain
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing Instrument was acknowledged before me by **Karen L. Terra** this 21st day of October, 1999.

WITNESS my hand and official seal.

ANNETTE DESPAIN - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires May 14, 2002

(Seal)

Annette Despain
Notary Public

STATE OF ~~WYOMING~~ MINNESOTA)
) ss.
COUNTY OF ~~TETON~~ Sherburne)

The foregoing Instrument was acknowledged before me by **John Bailey** this 5th day of November, 1999.

WITNESS my hand and official seal.

RANDY M. DACKOUS
NOTARY PUBLIC - MINNESOTA
ANOKA COUNTY
My Comm. Exp. Jan. 31, 2000

Notary Public

(Seal)

STATE OF ~~WYOMING~~ FLORIDA)
) ss.
COUNTY OF ~~TETON~~ COLLIER)

The foregoing Instrument was acknowledged before me by **Merton Bell** this 3 day of NOVEMBER, 1999, AND WHO IS PESONALLY KNOWN TO ME.

WITNESS my hand and official seal.

Mary Lu Wahl
MY COMMISSION # CC782883 EXPIRES
October 27, 2002
BONDED THRU TROY FAIN INSURANCE, INC

Mary Lu Wahl
Notary Public

(Seal)

4/09

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing Instrument was acknowledged before me by **Ronald D. Saypol** this 21st day of October, 1999.

WITNESS my hand and official seal.

ANNETTE DESPAIN - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires May 14, 2002
(Seal)

Annette Despain
Notary Public

LEGAL DESCRIPTION
OF
"THE RYEGRASS"
Tracts 1-19

Those parts of "THE RYEGRASS" ranch lying within Sections 17, 18, 19, 20 and 21, T33N, R112W, and Sections 11, 12, 13, 14 and 24, T33N, R113W, Sublette County, Wyoming, more particularly described as follows:

In T33N, R112W
Section 17: All of Section 17;
Section 18: E½NE¼, SW¼NE¼, SE¼, S½SW¼, NW¼SW¼;
Section 19: N½NE¼, N½NW¼;
Section 20: NE¼, E½NW¼, NW¼NW¼, NE¼SE¼,
Section 21: W½NW¼, SE¼NW¼, N½SW¼.

In T33N, R113W
Section 11: SE¼, S½S½NE¼;
Section 12: S½SE¼, S½SW¼, NW¼SW¼, S½SW¼NW¼;
Section 13: N½, SE¼, E½SW½;
Section 14: E½NE¼, and that part of the NW¼NE¼ described as follows, Beginning at the North ¼ corner of Section 14, THENCE N 89°52'14"E, 77.52 feet to a record corner,
THENCE S 18°16'24"W, 9.02 feet to a record corner,
THENCE S 85°10'06"E, 59.13 feet to a record corner,
THENCE S 86°30'12"E, 222.13 feet to a record corner,
THENCE S 82°58'30"E, 112.40 feet to a record corner,
THENCE S 86°22'18"E, 612.29 feet to a record corner,
THENCE S 54°48'06"E, 295.00 feet to a record corner,
THENCE N 00°03'19"E, 248.64 feet to the E1/16th corner between Sections 14 and 11,
THENCE N 89°57'53"W, 1319.25 feet to the Point of Beginning;

Section 24: N½NE¼, NE¼NW¼;

Containing 2889 acres more or less.

Pierson Land Surveys, PC
Jackson, Wyoming
April 23, 1997
rev. 4:00

EXHIBIT "A"

411

AFFIDAVIT OF EASEMENT AND RIGHT-OF-WAY CENTERLINE DESCRIPTION

WILLIAMS GAS PROCESSING COMPANY, whose address is P.O. Box 58900, Salt Lake City, UT 84158-0900, hereinafter referred to as "Affiant", is the Grantee of an Easement and Right-of-Way identified and described as follows:

Re-recorded to correct referenced recorded year from 1995 to 1996

Grantor: Donald E. Jensen and Marilyn S. Jensen
Dated: November 28, 1994
Recorded: February 12, 1996, in Book 65 MISC at Page 541

See Exhibit"A" for centerline description

Affiant states that in accordance with Wyoming Statute Section 34.1-141 (1980) the description of the hereinabove Easement and Right-of-Way is the surveyed centerline description.

RECORDED Nov. 15 1999 4:20 P M
IN BOOK 70 Misc PAGE 411
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

Vible #1
LN-02474

275844

WILLIAMS GAS PROCESSING COMPANY

BY: _____
Carol Wheat
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me by Carol Wheat, Attorney-in-Fact for Williams Gas Processing Company, this 24 day of November, 1998.

Witness my hand an official seal.

My Commission Expires:

JAN KESSNER - NOTARY PUBLIC
County of Sweetwater
State of Wyoming
My Commission Expires 1-28-2001

_____
Notary Public in and for Sweetwater County,
State of Wyoming 270728

RECORDED December 2, 1998 9:00a M
IN BOOK 69 Misc. PAGE 190
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

February 12, 1996

EXHIBIT A

WILLIAMS GAS PROCESSING COMPANY
GOBBLERS KNOB GATHERING SYSTEM
VIBLE #1
CROSSING A PORTION OF DONALD AND MARILYN JENSEN PROPERTY
SECTION 11, TOWNSHIP 31 NORTH, RANGE 109 WEST, 6TH P.M.,
SUBLETTE COUNTY, WYOMING

A strip of land 60 feet wide across a portion of Section 11, Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming, being 30 feet Southeasterly and 30 feet Northwesterly of the following described survey line; which is the centerline of the existing 4 1/2" diameter pipeline:

Beginning at a point located in the Southwest quarter of the Northeast quarter of Section 11, said point bears South 24°36'52" East, a distance of 2706.4 feet from the North quarter corner of said Section 11;

Thence North 74°36'21" East, a distance of 38.3 feet;

Thence South 74°25'55" East, a distance of 161.3 feet;

Thence South 89°59'41" East, a distance of 15.9 feet to a point located on the East sixteenth line of the Southwest quarter of the Northeast quarter of Section 11, said point bears South 28°10'18" East, a distance of 2828.7 feet from the North quarter corner of said Section 11.

The length of the above described survey line is 215.5 feet, or 13.061 rods, or 0.041 miles.

Dwg. No. 1A795.0-3-1
R/W No. 02474

4/8

4/13

AFFIDAVIT OF EASEMENT AND RIGHT-OF-WAY CENTERLINE DESCRIPTION

WILLIAMS GAS PROCESSING COMPANY, whose address is P.O. Box 58900, Salt Lake City, UT 84158-0900, hereinafter referred to as "Affiant", is the Grantee of an Easement and Right-of-Way identified and described as follows:

Re-recorded to correct referenced recorded year from 1995 to 1996

Grantor: Wind River Properties General Partnership
Dated: January 27, 1995
Recorded: February 12, 1996, in Book 65 MISC at Page 545
See Exhibit"A" for centerline description

Affiant states that in accordance with Wyoming Statute Section 34.1-141 (1980) the description of the hereinabove Easement and Right-of-Way is the surveyed centerline description.

RECORDED Nov. 15 1999 4:20p M
IN BOOK 70 Misc. PAGE 413
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Zeeter

275845

WILLIAMS GAS PROCESSING COMPANY

BY: Carol Wheat
Carol Wheat
Attorney-in-Fact

Vible #1
LN-02474

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me by Carol Wheat, Attorney-in-Fact for Williams Gas Processing Company, this 24 day of November, 1998.

Witness my hand an official seal.

My Commission Expires:

Jan Kessner
Notary Public in and for Sweetwater County, State of Wyoming

JAN KESSNER - NOTARY PUBLIC
County of Sweetwater
State of Wyoming
My Commission Expires 6-28-2001

270729

RECORDED December 2 1998 9:00 AM
IN BOOK 69 Misc. PAGE 192
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Zeeter

EXHIBIT A

February 12, 1996

WILLIAMS GAS PROCESSING COMPANY
GOBBLERS KNOB GATHERING SYSTEM
VIBLE #1
CROSSING A PORTION OF WIND RIVER PROPERTIES PROPERTY
SECTION 11, TOWNSHIP 31 NORTH, RANGE 109 WEST, 6TH P.M.,
SUBLETTE COUNTY, WYOMING

A strip of land 40 feet wide across a portion of Section 11, Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming, being 20 feet Southeasterly and 20 feet Northwesterly of the following described survey line; which is the centerline of the existing 4 1/2" diameter pipeline:

Beginning at a point located on the East sixteenth line the Southwest quarter of the Northeast quarter of Section 11, said point bears South 28°10'18" East, a distance of 2828.7 feet from the North quarter corner of said Section 11;

Thence South 89°59'41" East, a distance of 121.2 feet;

Thence North 72°17'00" East, a distance of 139.5 feet;

Thence North 65°37'08" East, a distance of 312.7 feet;

Thence North 17°25'38" East, a distance of 147.6 feet;

Thence North 31°47'27" East, a distance of 125.3 feet to the end of the line at a point located in the Southeast quarter of the Northeast quarter of Section 11, said point bears South 43°43'35" East, a distance of 2871.1 feet from the North quarter corner of said Section 11.

The length of the above described survey line is 846.3 feet, or 51.291 rods, or 0.160 miles.

Dwg. No. 1A795.0-3-1
R/W No. 02474

4/14

VICINITY MAP

4/15

OWNER

TEVENS, DOES HEREBY CERTIFY
THIS PLAT TO BE KNOWN AS
IN THE NE/4 NE/4 OF SECTION
OUNTY, WYOMING, ALSO BEING
.OPMENT AS RECORDED IN BOOK,
TY CLERK OF SUBLETTE COUNTY;
EARS ON THIS PLAT, IS WITH THE
RES OF THE UNDERSIGNED OWNER
NG THE WEST 60 FEET OF TRACT 2,
SE OF OWNERS OF LAND WITHIN
SUCCESSORS AND ASSIGNS FOR
AINTENANCE OF PUBLIC UTILITIES.

WLEDGED BEFORE ME BY
OF November, 1999.

Cheryl A. Eatinger
NOTARY PUBLIC

CHERYL A. EATINGER - NOTARY PUBLIC
COUNTY OF SUBLETTE — STATE OF WYOMING
MY COMMISSION EXPIRES 2/23/2001

CERTIFICATE OF APPROVAL

PURSUANT TO SECTIONS 34-12-102 AND 34-12-103, WYOMING STATUTES, 1977, AS AMENDED, THE STEVENS LOT DIVISION WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS ON THE 16TH DAY OF November, 1999. 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

William W. Cramer
WILLIAM W. CRAMER, CHAIRMAN

Gordon Johnston
GORDON JOHNSTON, COMMISSIONER

Betty Fear
BETTY FEAR, COMMISSIONER

ATTEST: Mary L. Lankford
MARY L. LANKFORD, COUNTY CLERK

THE STATE OF WYOMING
COUNTY CLERK
SUBLETTE COUNTY

275861 2:50 P

RECORDED November 16 19 99 M
IN BOOK 70 Misc PAGE 415
FEES $ 50.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Barbara Pope

STEVENS
LOT DIVISION

IDENTICAL WITH
LOT 3 - BRIDLE BIT RANCHES
LARGE TRACT DEVELOPMENT
NE/4 NE/4 SEC.25, T.33N., R.109W., OF THE 6TH P.M.
SUBLETTE COUNTY, WYOMING

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 16th day of November, 1999, by and between **NANCY O. STEVENS,** a married woman dealing in her sole and separate property, as Seller, to **JOSH M. JOHNSON and JENNIFER M. JOHNSON,** 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:

Tract Two (2) of the Stevens Lot Division, Sublette County, Wyoming as the same appears on the official map or plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds 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 covenants, conditions, restrictions and easements as recorded in the office of the County Clerk for Sublette County, Wyoming;

Buyers' address for tax purposes is P.O. Box 1862, Pinedale, WY 82941.

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

DATED this 16th day of November, 1999.

Seller:

Nancy O. Stevens
NANCY O. STEVENS

DATED this 17 day of November, 1999.

275871

RECORDED Nov 17 1999 1205 PM
IN BOOK 70 MISC PAGE 416
FEES $8.00 Mary L Gilbert COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracy L Hoare

Buyers:

Josh M. Johnson
JOSH M. JOHNSON

Jennifer M. Johnson
JENNIFER M. JOHNSON

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum Of Agreement** was acknowledged before me by NANCY O. STEVENS, this 16th day of November, 1999.

WITNESS my hand and official seal.

Kimberly A. Dyess
NOTARY PUBLIC

My Commission Expires: 5/23/01

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum Of Agreement** was acknowledged before me by JOSH M. JOHNSON and JENNIFER M. JOHNSON, this 17th day of November, 1999.

WITNESS my hand and official seal.

Kimberly A. Dyess
NOTARY PUBLIC

My Commission Expires: 5/23/02

HOMESTEAD WAIVER

I, PAUL D. STEVENS, husband of NANCY O. STEVENS, hereby join in the above Memorandum Of Agreement for the sole purpose of waiving and I do hereby waive any and all homestead rights I may hold in and to the above described real property under the laws of the State of Wyoming.

Paul D. Stevens
PAUL D. STEVENS

STATE OF Wyoming)
)
COUNTY OF Sublette)

The foregoing **Memorandum Of Agreement / Homestead Waiver** was acknowledged before me by PAUL D. STEVENS, this 16th day of November, 1999.

Witness my hand and official seal.

Kimberly A. Dyess
NOTARY PUBLIC

My Commission Expires: 5/23/01

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

FORREST R. SLATER, of said County and State, being first duly sworn on his oath, deposes and says:

That FORREST R. SLATER is the surviving spouse of **RITA JANE SLATER, a/k/a RITA J. SLATER**, who died 9/16/99, in Sublette County, State of Wyoming.

That at the time of the death of RITA JANE SLATER, a/k/a RITA J. SLATER, she owned certain real property by virtue of a certain Warranty Deed; said lands being more particularly described as follows:

> Lot Six (6), Block Four (4) of the Ball First Addition to the Town of Marbleton, 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 7/27/79, in Book 21 of Deeds, Page 136.

That the deceased RITA JANE SLATER, a/k/a RITA J. SLATER is one of the grantees in the beforementioned Warranty Deed, and that the affiant, FORREST R. SLATER is one and the same person as the said FORREST R. SLATER, the other grantee in the beforementioned Warranty Deed.

That the beforementioned Warranty Deed created 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 RITA JANE SLATER, a/k/a RITA J. SLATER, all equity, right, title and interest of RITA JANE SLATER, a/k/a RITA J. SLATER, in the beforementioned real property passed to and was vested in FORREST R. SLATER.

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 RITA JANE SLATER, a/k/a RITA J. SLATER, deceased.

DATED this 17 day of NOVEMBER, 1999.

Forrest R. Slater
FORREST R. SLATER

275876

RECORDED Nov 17 1999 3:30 PM
IN BOOK 70 MISC PAGE 418
FEES $10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

Subscribed and sworn to before me by FORREST R. SLATER, this 17th day of November, 1999.

WITNESS my hand and official seal.

Susan J. Hanson - Notary Public
County of Sublette State of Wyoming
My Commission Expires Dec. 12, 2002

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/2002

CERTIFICATION OF VITAL RECORD

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 99034 — 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.)
RITA	JANE	SLATER	FEMALE	SEPTEMBER 16, 1999

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.)
280-48-4545	53					AUGUST 12, 1946

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
623 E. 4th STREET	MARBLETON	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)
OHIO	MARRIED	FORREST SLATER

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/OPERATOR	CRAFT STORE

13a RESIDENCE - STATE	13b COUNTY	13c CITY, TOWN OR LOCATION	13d STREET AND NUMBER
WYOMING	SUBLETTE	MARBLETON	163 E. 4th. STREET

13e INSIDE CITY LIMITS? (Specify yes or no)	14 WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes - If yes, specify Cuban, Mexican, Puerto Rican, Etc.)	15 RACE - American Indian, Black, White, Etc. (Specify)	16 DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12)	College (1-4 or 5+)
YES	No ☒ Yes ☐ (Specify)	WHITE		1.5

PARENTS

17 FATHER'S NAME First	Middle	Last	18 MOTHER'S NAME First	Middle	Maiden Surname
HENRY	B.	KREINBRINK	MARY		BOES

INFORMANT

19a INFORMANT - NAME (Type or Print)	19b RELATIONSHIP TO DECEDENT
FORREST SLATER	SPOUSE

19c MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
P.O. BOX 481	BIG PINEY	WYOMING	83113

DISPOSITION

20a Burial, Cremation, Removal from State, Other (Specify)	20b DATE (Mo., Day, Yr.)	20c CEMETERY OR CREMATORY - NAME	20d LOCATION CITY OR TOWN	STATE
BURIAL	SEPT. 20, 1999	PLAINVIEW	BIG PINEY	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 AVENUE

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
SEPTEMBER 20, 1999	APPROX. 8:50 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] CORONER

23b DATE SIGNED (Mo., Day, Yr.)	23c HOUR OF DEATH
SEPTEMBER 17, 1999	APPROX. 8:50 A.M.
23d PRONOUNCED DEAD (Mo., Day, Yr.)	23e PRONOUNCED DEAD (Hour)
SEPTEMBER 16, 1999	10:10 A.M.

24 NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print)
DAVID BURNETT M.D. BIG PINEY, WYOMING 83113

25a REGISTRAR (Signature) ▶	25b DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
[signature]	SEPTEMBER 21, 1999

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		Approximate Interval Between Onset and Death
IMMEDIATE CAUSE (Final disease or condition resulting in death) **	a. Cardiopulmonary arrest	minutes
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. Metastatic Breast Cancer	6 months
	DUE TO (OR AS A CONSEQUENCE OF) c. Breast Cancer	7 yr
	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)

SEP 23 1999

VR 2-89
8/97 15M

This is a true and exact reproduction of the document on file in the office of Vital Records Services, Cheyenne, Wyoming.

DATE ISSUED: _____

Lucinda McCarthy
Deputy State Registrar

This copy is not valid unless prepared on paper with an engraved border displaying the date, seal and signature of the Deputy State Registrar.

VITAL RECORDS SERVICES SEAL WYOMING

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

420

421

AFFIDAVIT FOR DISTRIBUTION of Personal Property Without Probate

(WYO. STAT. §2-1-201, as amended)

STATE OF WYOMING)
: ss.
COUNTY OF SUBLETTE)

I, JOHN BAGRIE RAY, being first duly sworn, upon my oath depose and state:

1. This Affidavit is made, executed, and filed pursuant to WYO. STAT. §2-1-201, as amended, by or on behalf of the distributee(s) of JEANNIE RAY, a/k/a Jeannie Gordon (decedent), who passed away on the 16th day of May, 1997, at Salt Lake County, Utah, being at the time of death, a resident of Sublette County, State of Wyoming. A certified copy of said decedent's death certificate is attached hereon.

2. That thirty (30) days have passed since the death of the decedent.

3. That the entire estate, wherever located, less liens and encumbrances, does not exceed $70,000.

4. No application for appointment of a Personal Representative is pending, nor has any been granted in any jurisdiction.

5. That the following are the claiming distributees entitled to payment or delivery of the property; the facts concerning distributees' relationship to the decedent; and there are no other distributees of the decedent having a right to succeed to the property under probate proceedings:

Name / Address	**Relationship**
David Allen Ray David Allen Ray Box 23 LaBarge WY 83123	Son (Adult)
Dale Arron Ray %John Bagrie Ray 31 Thompson Trail Goldendale, WA 98620	minor son, whose court-appointed guardian is John Bagrie Ray

275883

RECORDED Nov 18 1999 935 AM
IN BOOK 70 MISC PAGE 421
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracy L Howell

6. That the following is all of the known tangible personal property of the decedent, or instruments evidencing a debt, obligation, stock, or chose in action belonging to the decedent:

$ 155700 held by the Clerk of District Court, Sublette County, Wyoming, in Civil Action #5662, representing child support for the benefit of Dale Arron Ray and costs due to the State of Wyoming.

7. That the undersigned hereby requests said property be distributed as follows:

$200.00 to the State of Wyoming, for costs and the balance, together with future payments made in Sublette County District Court, #5662, to Dale Arron Ray.

8. The undersigned is not aware of any claims or liens enforceable against the foregoing or the decedent's legal title or interest at the time of death, including claims for medicaid benefit recovery pursuant to WYO. STAT. §42-4-201, et seq. except sums due to the State of Wyoming, for which provision has been made.

9. Pursuant to WYO. STAT. §2-1-201, any person indebted to the decedent; or having possession of tangible personal property; or an instrument evidencing a debt, obligation, stock or chose in indebtedness; or deliver the tangible personal property, or the instrument evidencing the debt, obligation, stock or chose in distributees of the property, upon being presented this Affidavit (or a certified copy of the same) filed with the County Clerk of Sublette County, Wyoming.

EXECUTED this 19 day of Oct, 1999.

John Bagrie Ray

David Allen Ray

STATE OF)
: **ss.**
COUNTY OF)

SUBSCRIBED and **SWORN** to before me this 19th day of October, 1999, by John Bagrie Ray.

WITNESS my hand and official seal.

Margaret A. Lunceford
Notary Public

My Commission Expires:
July 10, 2003

MARGARET A. LUNCEFORD
COMMISSION EXPIRES
NOTARY PUBLIC
JULY 10, 2003
STATE OF WASHINGTON

423

STATE OF Wyoming)
: ss.
COUNTY OF Lincoln)

SUBSCRIBED and **SWORN** to before me this 13 day of October, 1999, by David Allen Ray.

WITNESS my hand and official seal.

DENNIS E. HACKLIN
Notary Public - State of Wyoming
Lincoln County, Wyoming

Dennis E. Hacklin
Notary Public

My Commission Expires:
2-6-2003

JUN 0 4 1997

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

18-2130

STATE OF UTAH - DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

143 97 004560

STATE FILE NUMBER

LOCAL FILE NUMBER

13 3 125 DECEDENT 5100718 2 2 + 1 14

1 NAME OF DECEDENT — FIRST: JEANNIE	MIDDLE:	LAST: GORDON	2 SEX: Female	3a DATE OF DEATH (Mo Day Yr): May 16, 1997
3b TIME OF DEATH (24hr clock): 20:20				
4 DATE OF BIRTH (Mo Day Yr): JULY 19, 1952	5 AGE - (Last Birthday): 44	IF UNDER 1 YEAR: Months / Days	IF UNDER 24 HOURS: Hours / Minutes	6 BIRTHPLACE (City & State or Foreign Country): REXBURG IDAHO
7 SOCIAL SECURITY NUMBER: 518-74-7583				
8a PLACE OF DEATH (Check only one): ☐ 1 Inpatient ☐ 2 ER/Outpatient ☒ 3 DOA — HOSPITAL; ☐ 5 Nursing Home ☐ 6 Residence ☐ 7 Other — OTHER				8b NAME OF HOSPITAL, NURSING HOME OR OTHER FACILITY (If outside a facility, give street address of location): U of U Medical Center
8c CITY TOWN OR LOCATION OF DEATH: Salt Lake City	8d COUNTY OF DEATH: Salt Lake			9 SURVIVING SPOUSE (If wife, give maiden name): RICHARD D. GORDON
10 WAS DECEDENT EVER IN THE U.S ARMED FORCES: ☐ 1 Yes ☒ 2 No	11 MARITAL STATUS: ☐ 1 Never Married ☒ 2 Married ☐ 3 Widowed ☐ 4 Divorced	12a DECEDENTS USUAL OCCUPATION (Give kind of work done during most of working life. Do NOT use retired): HOUSEWIFE		12b KIND OF BUSINESS OR INDUSTRY: HOME MAKER
13a RESIDENCE - STREET AND NUMBER: 2228 E. GREEN RIVER ROAD	13b CITY TOWN OR COMMUNITY: BIG PINEY	13c COUNTY: SUBLETTE	13d STATE: WYOMING	
13e INSIDE CITY LIMITS? ☐ 1 Yes ☒ 2 No	13f ZIP CODE: 83113	14 WAS DECEDENT OF HISPANIC ORIGIN? ☐ 1 Yes ☒ 2 No (If yes Specify) ☐ 1 Mexican ☐ 2 Cuban ☐ 3 Puerto Rican ☐ 4 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+): 2 YRS. COLLEGE
PARENTS — 17 FATHER'S NAME (First, Middle, Last): JOSEPH DORWART GARDNER			18 MAIDEN NAME OF MOTHER (First, Middle, Last): FLORENCE LaVAUN BENNETT	
INFORMANT — 19 NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT: RONALD D. GORDAN BROTHER INLAW P.O. BOX 265 BIG PINEY, WYOMING 83113				
DISPOSITION 4 51 — 20 METHOD OF DISPOSITION: ☐ 1 Entombment ☐ 2 Donation ☐ 3 Other ☒ 4 Burial ☐ 5 Cremation ☐ 6 Removal	21a DATE OF DISPOSITION: MAY 23, 1997	21b PLACE OF DISPOSITION (Name of cemetery, crematory or other place): PLAINVIEW CEMETERY	21c LOCATION City or Town State: BIG PINEY, WYOMING	
22 SIGNATURE OF FUNERAL SERVICE LICENSEE: W. J. Meyer	23 LICENSEE NUMBER: N/A	24 FUNERAL HOME (Name, address and license number): HUDSON'S FUNERAL HOME # 115 164 N. BRIDGER PINEDALE, WYO. P.O. BOX 236 PINEDALE, WYO. 82941		
CERTIFIER — 25 DATE DECEASED WAS LAST ATTENDED BY CERTIFYING PHYSICIAN: MAY 16, 1997	26 If not certified by medical examiner, was death reported to M.E.? ☐ 1 Yes ☐ 2 No — If yes, enter the date and hour reported M.E. Case No 1970625 — HOUR / MO / DAY / YEAR			
27a CERTIFIER: ☐ 1 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. ☒ 2 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: 86-174791-1205	27d DATE SIGNED (Mo. Day, Yr.): 5/17/97		
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]	30a DATE REGISTRAR NOTIFIED OF DEATH (Mo. Day Yr.):	30b DATE FILED (Mo. Day Yr.): May 22, 1997		

174791 (2)

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 GUNSHOT WOUND OF ABDOMEN	
	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	

7 7 6 ?? 02 51 00 000 ~~118~~ 1

PART II Other Significant Conditions contributing to death but not resulting in the underlying cause given in Part 1:

32 IN YOUR OPINION, TOBACCO USE BY THE DECEDENT: ☐ 1 Probably contributed to the cause of death ☐ 2 Was the underlying cause of death ☐ 3 Did not contribute to the cause of death ☐ 4 Is unknown in relation to the cause of death ☐ 5 NON USER ☐ 6 UNKNOWN IF USER — Unknown if user

33a WAS AN AUTOPSY PERFORMED? ☐ 1 Yes ☐ 2 No — Yes

33b WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? ☐ 1 Yes ☐ 2 No — Yes

34 MANNER OF DEATH: ☐ 1 Natural ☐ 2 Accident ☐ 3 Suicide ☐ 4 Homicide ☐ 5 Undetermined If injured Purposely or Accidentally ☐ 6 Pending Investigation — Homicide

35a DATE OF INJURY (Mo. Day Yr.): May 16, 1997

35b TIME OF INJURY (24 Hour Clock): Unknown

35c INJURY AT WORK? ☐ 1 Yes ☐ 2 No — No

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

35e LOCATION (Street or rural route number, city or town, county and state): 2228 E. Green River Rd., Marbleton, Wyoming

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

35g DESCRIBE HOW INJURY OCCURRED (Enter sequence of events which resulted in injury. NATURE OF INJURY SHOULD BE ENTERED IN ITEM 31): Shot with .44 caliber revolver by another person.

UON-BVRHS-Form 12, Rev. 1/96

USE PERMANENT BLACK INK

SDH-BVR 94 (9-96)

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

Date Issued: NOV 12 1999

Barry E. Nangle
DIRECTOR OF VITAL RECORDS

SL 994454

00994454

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.

4/24

425

ASSIGNMENT OF CONTRACT INTEREST

For and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, ROBERT G. LINN and HELENA MARINCIC LINN (and successors), TRUSTEES OF THE LINN TRUST, dated June 11, 1993, Sublette County, Wyoming, do hereby grant, assign and transfer to GREGORY HAMILTON and MARY HAMILTON, all their right, title, and interest in and to that certain contract for deed between Assignor and DAVID BURNETT and MARY BURNETT, husband and wife, dated June 29, 1990, a memorandum of which was recorded in the Office of the County Clerk, Sublette County, Wyoming, on June 29, 1990, in Book 57 of Miscellaneous, at Page 510; and assigned to ROBERT G. LINN and HELENA MARINCIC LINN, TRUSTEES OF THE LINN TRUST, dated June 11, 1993, Sublette County, Wyoming, which assignment was recorded in Office of the County Clerk, Sublette County, Wyoming, on July 30, 1993, in Book 61 of Miscellaneous, at Page 651. Further, Assignor hereby makes, constitutes, and appoints Assignee their attorney in fact, in their name or otherwise, but at the expense of Assignee, to have, use and take all lawful means for the enforcement of said contract as fully as Assignor might, or could, do if this Assignment were not made.

IN WITNESS WHEREOF, Assignor has executed this Assignment this 17th day of November, 1999.

Robert Linn
ROBERT LINN, Trustee
of the LINN TRUST

Helena Marincic Linn
HELENA MARINCIC LINN, Trustee
of the LINN TRUST

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

The foregoing instrument was acknowledged before me by Robert Linn and Helena Linn, husband and wife, this 17th day of November, 1999.

WITNESS my hand and official seal.

(seal) KAREN S. WENZ - NOTARY PUBLIC County of Sublette State of Wyoming My Commission Expires Jan. 2, 2000

Karen S Wenz
Notary Public

My Commission Expires: Jan 2. 2000

275924

RECORDED Nov 19 1999 2:05 PM
IN BOOK 70 MISC PAGE 425
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

SUBCONTRACTOR'S LIEN STATEMENT

NOTICE is hereby given that Jackson Paint and Glass, Inc., a Wyoming corporation, of P.O. Box 1749, Jackson, Wyoming, 83001, (307) 733-3109, who supplied insulated glass to the residence located at 52 Bartec Road, Hoback Ranches, Sublette County, Wyoming, does hereby file its lien claim in the amount of One Thousand One Hundred Ninety-six Dollars and Forty-five Cents ($1,196.45) against the following described real property, which property is owned by Judi Adler, of P.O. Box 73, Bondurant, Wyoming, 82922, to wit:

Hoback Ranches, Sheet 13, Tract 1, Sublette County, Wyoming

An itemized list setting forth and describing the materials, labor and services provided has been attached hereto. The date when the materials and/or services were last provided to said real property was August 27, 1999. On September 16, 1999, a Notice of Intention to File Lien was sent to Judi Adler, by Certified Mail, at P.O. Box 73, Bondurant, Wyoming, 82922. The materials, labor and services were provided to Wayne Wagner, d/b/a Cowboy Contractors.

IN WITNESS WHEREOF, the Claimant herein has set his hand this 16 day of November, 1999.

JACKSON PAINT AND GLASS, INC.,
a Wyoming corporation

James E Tucker
James E. Tucker
President

VERIFICATION

STATE OF WYOMING)
)
COUNTY OF TETON)

James E. Tucker, being first duly sworn, deposes and says that he is the President of Jackson Paint and Glass, Inc., a Wyoming corporation, and that he has read the foregoing document and the facts recited therein are true to the best of his knowledge and belief.

James E Tucker
James E. Tucker, President
Jackson Paint and Glass, Inc.

The foregoing instrument was subscribed and sworn to before me by James E. Tucker this 16th day of November, 1999.

NICOLE R KASTNER - NOTARY PUBLIC
County of Lincoln State of Wyoming
My Commission Expires Jan. 5, 2003

H. Kastner
Notary Public
My Commission Expires: 1/5/03

275934

RECORDED Nov. 22 1999 9:20A M
IN BOOK 70 Misc. PAGE 426
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Kathy Sexton

Rlsd. Blk 20 Rel. Pg. 272 1/25/00 426

427

Jackson Paint & Glass

Family Owned & Operated Since 1973

205 Scott Ln.
PO Box 1749
Jackson, WY 83001

(307) 733-3109
(307) 733-3102 Fax

VISA

Cash Sale
C011632

ACCOUNT NO.:	CASH	AGENT NO.:		PURCHASE ORDER NO.:		DATE	08-27-1999

CUSTOMER STATE TAX OR EXEMPT NO.	CUSTOMER FEDERAL TAX I.D. NO.	ADV. CODE	SALESMAN I.D.	ORDER TAKEN BY	INSTALLED BY	FEDERAL TAX I.D. NO.
			JT	Jim		830260673

BILL TO:
Cowboy Contractors
P.O. Box 47
Bondurant, WY 82922

Wk:859-8659 Hm:859-8603

SOLD TO: Adler Res

1-307-859-8603

Qty	Description	Unit Price	Net
2	32 x 76 -- 5/8 Clear Insulated Glass	123.18	369.36
3	34 x 76 -- 5/8 Clear Insulated Glass	92.00	276.00
2	17 1/4 x 71 -- 5/8 Clear Insulated Glass	65.61	131.22
2	31 x 24 -- 5/8 Clear Insulated Glass	38.88	77.76
2	32 x 48 -- 5/8 Clear Insulated Glass	77.76	155.52

Qty	Description	Unit Price	Net
3	Labor	42.00	126.00

Comments

THANK YOU FOR YOUR BUSINESS.

Subtotal	1135.86
6.00% Tax	60.59

CUSTOMER'S SIGNATURE

TERMS: PAYABLE ON THE 10TH OF THE MONTH FOLLOWING PURCHASE. SERVICE CHARGE OF 1½% PER MONTH (18% PER ANNUM) WILL BE CHARGED ON OVERDUE ACCOUNTS.

TOTAL SALE

TERMS ~~Check~~ Charge

1196.45

FS-2700-4
(04/92)

U. S. DEPARTMENT OF AGRICULTURE Forest Service	Holder No. 5 2 1 4-0 1	Issue Date 07/08/93	Expir. Date 1 2/3 0/0 3
	Type Site(s) _ _ _ 3 3 3	Authority 0 0 2	Auth. Type _ _ 2 0
SPECIAL-USE PERMIT	Region/Forest/District 0 4 /0 3 / 0 2		State/County 5 6/ 0 3 5
Authority: Act of June 4, 1897 This permit is revocable and nontransferable.	Cong. Dist. 0 1	Latitude 4 3-0 9-1 5	Longitude 1 1 0-1 8-0 0

HOBACK RANCHES C/O ROBERT CHILD (Holder Name) of P.O. BOX 248 (Billing Address - 1)

(Billing Address - 2) AFTON (City) WY (State) 83110 (Zip Code)

(hereinafter called the Holder) is hereby authorized to use or occupy National Forest System lands, to use subject to the conditions set out below, on the TETON National Forest

This permit covers 1 (ONE) acres and is described as (section 21, T37N., R112W., 6th p.m. as shown on the location map dated 1/19/82 attached to and made a part of this permit, and is issued for the purpose of: maintaining approach sign for road to private property.

The above described or defined area shall be referred to herein as the "permit area".

TERMS AND CONDITIONS

I. AUTHORITY AND GENERAL TERMS OF THE PERMIT

A. Authority. This permit is issued pursuant to the authorities enumerated at Title 36, Code of Federal Regulations, Section 251 Subpart B, as amended. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the Secretary's regulations and any subsequent amendment to them.

B. Authorized Officer. The authorized officer is the District Ranger.

C. License. This permit is a license for the use of federally owned land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract for purposes of the Contract Disputes Act of 1978 (41 U.S.C. 611). Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the holder.

275955

RECORDED Nov. 23, 1999 11:00 A M
IN BOOK 70 Misc. PAGE 428
FEES $26.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lee

D. Amendment. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, land management plans, or other management decisions.

E. Existing Rights. This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

F. Nonexclusive Use. Unless expressly provided in additional terms, this permit is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area for any purpose.

G. Public Access and Use. Unless specifically limited under additional terms to this permit, the holder agrees to allow the public free and unrestricted access to and use of the permit area at all times for all lawful purposes. To facilitate public use of the permit area, all existing roads or roads as may be constructed by the holder shall remain open to the public, except for roads as may be closed by joint agreement of the holder and the authorized officer.

H. Forest Service Right of Entry and Inspection. The Forest Service shall have free and unrestricted access at all times, including the right to enter into all buildings, dwellings, and other facilities to ensure compliance with the terms and conditions of this permit. In addition, the Forest Service may enter the authorized facilities for any purpose or reason consistent with any right or obligation of the United States under any law or regulation.

I. Assignability. This permit is not assignable or transferable. If the holder through death, voluntary sale or transfer, enforcement of contract, foreclosure, or other valid legal proceeding shall cease to be the owner of the improvements, this permit shall terminate.

J. Permit Limitations. Nothing in this permit allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer in the form of a new permit or permit amendment.

II. TENURE AND ISSUANCE OF A NEW PERMIT

A. Expiration at the End of the Authorized Period. This permit will expire at midnight on December 31, 2003. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

B. Construction. [redacted]

C. Minimum Use or Occupancy of the Permit Area. Use or occupancy of the permit area shall be exercised at least 200 days each year, unless otherwise authorized in writing under additional terms of this permit.

D. Notification to Authorized Officer. If the holder desires issuance of a new permit after expiration, the holder shall notify the authorized officer in writing not less than six (6) months prior to the expiration date of this permit.

E. Conditions for Issuance of a New Permit. At the expiration or termination of an existing permit, a new permit may be issued to the holder of the previous permit or to a new holder subject to the following conditions:

1. The authorized use is compatible with the land use allocation in the Forest Land and Resource Management Plan.
2. The permit area is being used for the purposes previously authorized.
3. The permit area is being operated and maintained in accordance with the provisions of the permit.
4. The holder has shown previous good faith compliance with the terms and conditions of all prior or other existing permits, and has not engaged in any activity or transaction contrary to Federal contracts, permits, laws, or regulation.

F. Discretion of Forest Service. Notwithstanding any provisions of any prior or other permit, the authorized officer may prescribe new terms, conditions, and stipulations when a new permit is issued. The decision whether to issue a new permit to a holder or successor in interest is at the absolute discretion of the Forest Service.

III. RESPONSIBILITIES OF THE HOLDER

A. Plans. If required by the authorized officer, all plans for development, layout, construction, reconstruction, or alteration of improvements on the permit area, as well as revisions of such plans, must be prepared by a licensed engineer, architect, and/or landscape architect. Such plans must be approved in writing by the authorized officer or a designated representative before the commencement of any work. A holder may be required to furnish as-built plans, maps, or surveys, or other similar information, upon completion of construction.

B. Maintenance. The holder shall maintain the improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer, and consistent with applicable Federal, State, and local health and safety and other requirements.

C. Hazard Analysis. The holder has a continuing responsibility to identify and abate hazardous conditions on the permit area which could affect the improvements or pose a risk of injury to individuals. Any actions to abate such hazards shall be performed after consultation with the authorized officer.

D. Compliance with Laws, Regulations, and other Legal Requirements. The holder, in exercising the uses authorized by this permit, will assume responsibility for compliance with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit. The obligations of the holder under this permit are not contingent upon any duty of the Forest Service to inspect the premises. A failure by the Forest Service, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms and conditions of this permit.

E. Fire Prevention and Suppression. The holder shall take all reasonable precautions to prevent and suppress forest fires. Open fires are prohibited except with written permit from the authorized officer or the authorized officer's agent.

F. Change of Address. The holder shall immediately notify the authorized officer of a change in address.

G. Change in Ownership of the Authorized Improvements. This permit is not assignable and terminates upon change of ownership of the improvements. The holder shall immediately notify the authorized officer when a change in ownership of the improvements is pending. Notification by the present holder and potential owner shall be executed using Form FS-2700-3, Special Use Application and Report, or Form FS-2700-3a, Request for Termination of and Application for Special-Use Permit. Upon receipt of the proper documentation, the authorized officer may issue a permit to the new owner of the improvements.

IV. LIABILITY

For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. Risk of Loss. The holder assumes all risk of loss of the property. Loss to the property may result from, but is not limited to, theft, vandalism, fire, avalanches, rising waters, winds, falling limbs or trees, and acts of God. If the authorized improvements are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed.

B. Damage to Property of the United States. The holder has an affirmative duty to protect from injury and damage the land, property, and other interest of the United States. Damage includes, but is not limited to, fire suppression costs and all costs and damages associated with or resulting from the release or threatened release of a hazardous substance occurring during or as a result of the holder's activities on, or related to, the lands property, and other interests covered by the permit.

1. The holder shall compensate in full the United States for damages occurring under the terms of this permit or under any law or regulation applicable to the National Forests. The holder shall be liable for all injury, loss, or damage, including fire suppression, cleanup of hazardous substances, or other costs associated with rehabilitation or restoration of natural resources, associated with the holder's use or occupancy without regard to the holder's negligence. Compensation shall include, but is not limited to, the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney fees), and other costs in connection therewith.

2. With respect to roads, the holder shall be liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided under paragraph IV (B)(1), except that liability shall not include reasonable and ordinary wear and tear.

C. Indemnification and Liability of the United States. The holder shall comply with all applicable federal, state, and local laws and regulations, including but not limited to the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq, the Oil Pollution Act, 33 U.S.C. 2701 et seq, the Clean Air Act, 42 U.S.C. 7401 et seq, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq, and the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S.C. 9601 et seq, as subsequently amended. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for any costs, damages, claims, liabilities, and judgements arising from past, present, and

the use an[redacted]ccupancy an[redacted]rized by this p[redacted]
of the abo[redacted]any applicable laws and regul[redacted]; (2) judgements, claims, or [redacted]
demands assessed against the United States; (3) costs, expenses, and damages incurred by the Unites States; or (4) other releases or threatened releases on or into land, property, and other interest of the United States by solid waste and/or hazardous substance(s).

The holder's indemnification of the United States shall also include any damage to life or property arising from the holder's occupancy or use of land, property, and other interest of the United States. The United States has no duty to inspect permit area or to warn of hazards and, if the United States does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

V. TERMINATION, REVOCATION, AND SUSPENSION

A. General. For purposes of this permit, "termination", "revocation", and "suspension" refer to the cessation of uses and privileges under the permit.

"Termination" refers to the cessation of the permit under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the permit, a fixed or agreed upon condition, event, or time occurs. For example, the permit terminates at expiration. Terminations are not appealable.

"Revocation" refers to an action by the authorized officer to end the permit because of noncompliance with any of the prescribed terms, or for reasons in the public interest. Revocations are appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

B. Revocation or Suspension. The Forest Service may suspend or revoke this permit in whole or part for:

1. Noncompliance with Federal, State, or local laws and regulations.
2. Noncompliance with the terms and conditions of this permit.
3. Reasons in the public interest.
4. Abandonment or other failure of the holder to otherwise exercise the privileges granted.

C. Opportunity to Take Corrective Action. Prior to revocation or suspension for cause pursuant to Section V (B), the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time, not to exceed 90 days, to complete the corrective action prescribed by the authorized officer.

D. Removal of Improvements. Upon abandonment, revocation, termination, or expiration of this authorization, the holder shall remove within a reasonable time prescribed by the authorized officer all structures and improvements, except those owned by the United States, and shall restore the site. If the holder fails to remove all structures or improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all cost associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VI. FEES

A. Termination for Nonpayment. This permit shall automatically terminate without the necessity of prior notice when land use rental fees are 90 calendar days from the due date in arrears.

B. The holder shall pay an annual fee of forty five Dollars ($ 45.00 for the period from June, 1993, to January, 1994, and thereafter annually on January, forty five Dollars ($ 45.00: Provided, charges for this use shall be made or readjusted whenever necessary to place the charges on a basis commensurate with the fair market value of the authorized use.

C. Payment Due Date. The payment due date shall be the close of business on January 1st of each calendar year payment is due. Payments due the United States for this use shall be deposited at Unit Collection Officer Forest Service, Intermountain Region, File 61657, P.O. Box 60000, San Francisco, CA 94160-1657 in the form of a check, draft, or money order payable to "Forest Service, USDA." Payments shall be credited on the date received by the designated Forest Service collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a nonwork day, the charges shall not apply until the close of business on the next workday.

D. Late Payment Interest. Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 USC 3101, et seq., and regulations at 7 CFR Part 3, Subpart B, an interest charge shall be assessed on any payment or financial statement not received by the due date. Interest shall be assessed using the most current rate prescribed by the United States Department of Treasury's Fiscal Requirements Manual (TFRM-6-8020.20). Interest shall accrue from the date the payment or financial statement was due. In the event that two or more billings are required for delinquent accounts, administrative costs to cover processing and handling of the delinquent debt will be assessed.

E. Additional Penalties. In the event of permit termination pursuant to provisions VI (A), and prior to the issuance of a new permit, a penalty of 6 percent per year shall be assessed on any fee amount overdue in excess of 90 days from the payment due date. This penalty shall accrue from the due date of the first billing or the date the fee calculation financial statement was due. The penalty is in addition to interest and any other charges specified in the above paragraph.

F. Disputed Fees. Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or appeal decision.

G. Delinquent Fees.

1. Delinquent fees and other charges shall be subject to all rights and remedies afforded the United States pursuant to Federal law and implementing regulations (31 U.S.C. 3711 et seq.).

2. The authorized officer shall require payment of fees owed the United States under any Forest Service authorization before issuance of a new permit.

VII. OTHE[redacted]ISIONS

A. Members of Congress. No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

B. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

C. Removal and Planting of Vegetation. This permit does not authorize the cutting of timber or other vegetation. Trees or shrubbery may be removed or destroyed only after the authorized officer, or authorized officer's agent, has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed shall be paid for by the holder as follows: Merchantable timber at appraised value and young-growth timber below merchantable size at current damage appraisal value, provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the holder at no stumpage cost to the holder. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the authorized officer.

D. Superior Clauses. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

E. Superseded Permit. (X-18) This permit supersedes a special-use permit designated: HOBACK REALTY, P.O. BOX 248, AFTON, WY 83110

This permit is accepted subject to the conditions set out above.

HOLDER NAME: HOBACK RANCHES
Forest Service

By: [signature] Pres
(Holder Signature)

(Holder Signature)

Date: 6-28-93

U. S. DEPARTMENT OF AGRICULTURE

By: [signature]
(Authorized Officer Signature)

District Ranger
(Title)

Date: 7/8/93

This permit is accepted subject to the conditions set out above.

Hoback Ranches, Inc.

Date 28 June 1993 *CORPORATE NAME

(CORPORATE SEAL)

By _____
W. Tom Davis (Vice) President

ATTEST:

_____
(Assistant) Secretary
Saundra Merritt

The following certificate shall be executed by the Secretary or Assistant Secretary of the Corporation:

I, Saundra, certify that I am the Asst Secretary of the Corporation that executed the above permit; that W. Tom Davis, who signed said permit on behalf of said Corporation was the Vice President of said Corporation; that I know his/her signature, and that his/her signature on said permit is genuine; and that said permit was duly signed, sealed, and attested to for and on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

_____
(Assistant) Secretary

U. S. DEPARTMENT OF AGRICULTURE
Forest Service

By _____
(Authorized Officer Signature)

_____
(Title)

_____
(Date)

437

:K RANCHES
.al Use Road Permit
'4 2730
Runner Road

T. 37 N.

R. 112 W.

United States Department of Agriculture
Forest Service
Big Piney Ranger District
315 South Front Street
P.O. Box 218
Big Piney, WY 83113

File Code: 2720

Date: November 10, 1999

To Whom it may concern:

This letter certifies that the permit issued to the Hoback Ranches is a true and complete copy. It is on file at the Big Piney Ranger District, Bridger -Teton National Forest, Big Piney, Wyoming.

The current file designation of this complete file is found within the Special Section of the district (file designation 2720).

Sincerely,

GREG CLARK
District Forest Ranger

WYW-148050
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-148050

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

Herbert L. Parker
P.O. Box 287
Daniel, WY 83115

receives a right to construct, operate, maintain, and terminate a single lane access road on public lands described as follows:

T. 34 N., R. 112 W.
section 12, NE¼SE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 30 feet wide, 2,245 feet long and contains 1.5 acres, more or less.

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

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

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

276062

RECORDED Nov. 29 1999 3:15p M
IN BOOK 70 Misc. PAGE 439
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Custer

3. Rental:

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

4. Terms and Conditions:

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

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

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

d. The stipulations, plans, maps, or designs set forth in Exhibits A and B, dated October 6, 1999 attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

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

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

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

Herbert L. Parker
(Signature of Holder)

(Title)

October 27, 1999
(Date)

Priscilla E. Mecham
(Signature of Authorized Officer)

Field Manager
(Title)

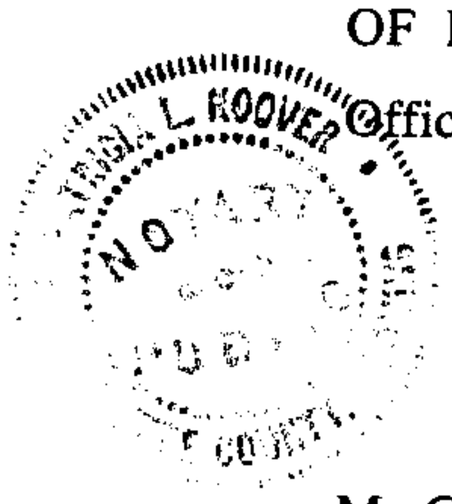
11/10/99
(Effective Date of Grant)

4/6

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

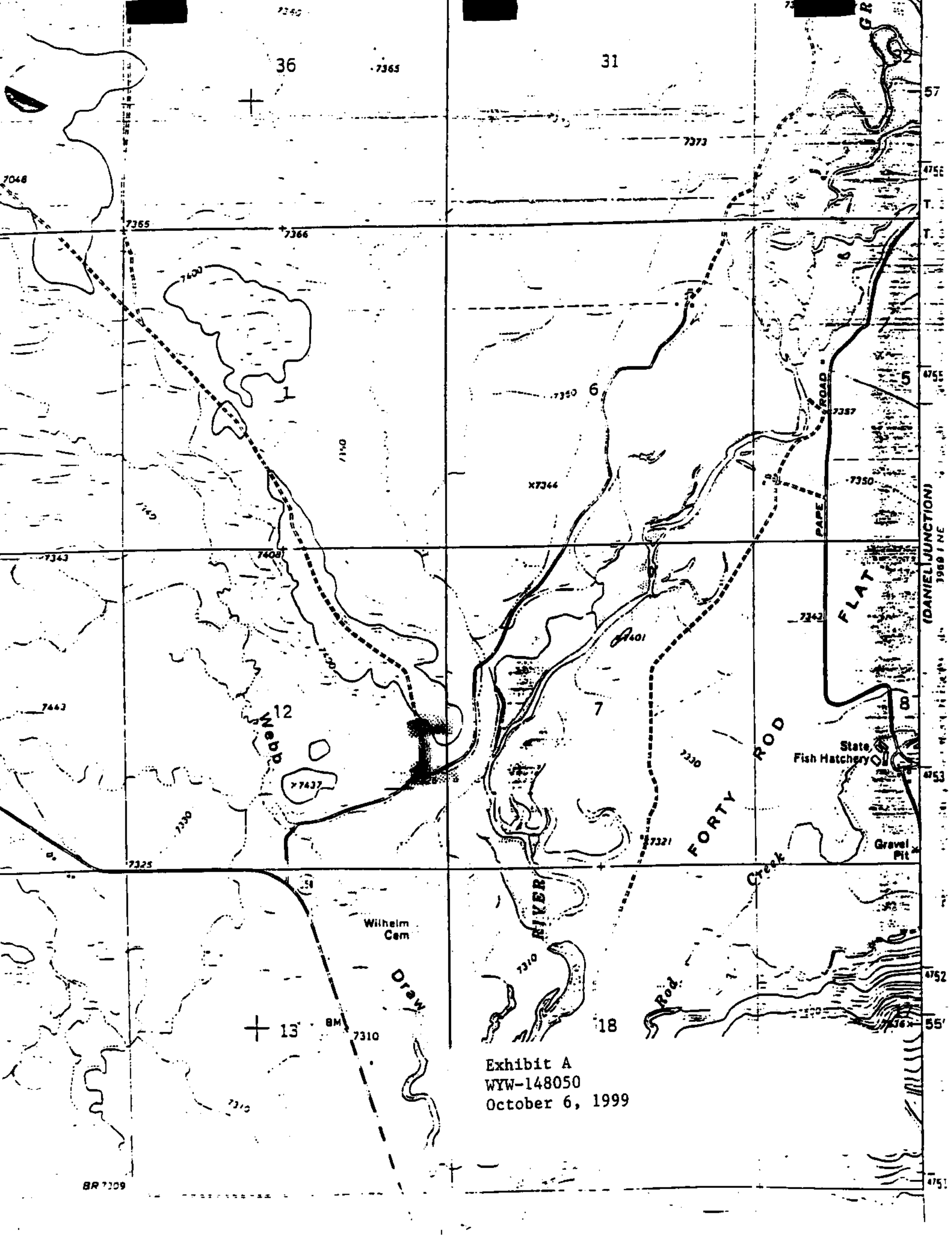
The foregoing **Right-of-Way** was acknowledged before me by U.S. BUREAU OF LAND MANANGEMENT, by Priscilla E. Meehan Authorized BLM Officer / Field Manager, this 10th day of November, 1993.

WITNESS my hand and official seal.



Priscilla E. Meehan
NOTARY PUBLIC

My Commission Expires: April 14, 1995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State Fish Hatchery
Gravel Pit
Wilhelm Cem
13
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BM 7309
Exhibit A
WYW-148050
October 6, 1999

1. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

2. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

3. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) In excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

4. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

5. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant on October 6, 1999. Any relocation, additional construction, or use that is not in accord with the approved plan of development, shall not be initiated without the prior written approval of the authorized officer. **A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be on the right-of-way area during construction, operation, and termination to the authorized officer.** Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

6. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

   Construction with frozen ground material or during periods when the soil material is saturated, frozen, or when watershed damage is likely to occur.

7. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

8. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

9. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

4/45

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE)
)
OF THOMAS WADE DENT, a/k/a)
THOMAS W. DENT,)
)
Deceased.)

PROBATE NO. 1712

FILED

NOV 23 1999

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYOMING

DECREE ESTABLISHING
RIGHT AND TITLE TO REAL PROPERTY

SHELLY DENISE DENT, the surviving spouse of the decedent, THOMAS WADE DENT, a/k/a THOMAS W. DENT, 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 SHELLY DENISE DENT is entitled to the entry of the Decree as requested.

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

1. That SHELLY DENISE DENT be and hereby is awarded all of the right and title of THOMAS WADE DENT, a/k/a THOMAS W. DENT, deceased, in and to the following real property:

Township 30 North, Range 111 West of the 6th P.M., Sublette County, Wyoming;
Section 14: SW1/4NE1/4;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;

2. Any and all other real property owned by THOMAS WADE DENT, a/k/a THOMAS W. DENT, deceased, at the time of his death, wheresoever located.

DATED this 22nd day of Nov, 1999.

THE STATE OF WYOMING
COUNTY OF SUBLETTE
MARILYN M. JENSEN, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND [illegible] DO HEREBY CERTIFY THE [illegible] TRUE AND COMPLETE COPY.
Signed

NANCY GUTHRIE
District Court Judge

276063

RECORDED Nov 23 1999 3:15P M
IN BOOK 70 Misc PAGE 445
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

CIVIL ACTION NO. 6061

JOHN W. SCHULTZ and JEANETTE SCHULTZ, Trustees in trust under the John W. Schultz Living Trust, dated February 1, 1993; and JOHN W. SCHULTZ and JEANETTE SCHULTZ Trustees in trust under the Jeanette Schultz Living Trust, dated February 1, 1993,

Plaintiffs,

vs.

THOMAS H. ORCUTT and C.J. BARNHISEL, their heirs or assigns, And if either is deceased then all of the Unknown heirs, devises, legatees, creditors and successors of such deceased person and all other persons claiming any estate or interest in or lien upon, the real property and the premises which are the subject matter of this action and are described herein; and, Sadie Ruth Barnhisel a/k/a Sadie Ruth Niles; and Desert State Life Management, Inc., as Conservator and Guardian of Sadie Ruth Barnhisel a/k/a Sadie Ruth Niles; and Judy Estes; and John Barnhisel a/k/a J. Gray Hunter,

Defendants.

276064

RECORDED November 29 1999 3:15 PM
IN BOOK 70 Misc. PAGE 446
FEES $10.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Soto

FILED

NOV 24 1999

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYOMING
BY Marilyn Jensen Dep.

ORDER NUNC PRO TUNC

THIS MATTER has come before the Court on the Motion For Order Nunc Pro Tunc of the Plaintiffs herein, by and through their, RALPH E. WOOD. This Motion prays the Court for an Order Nunc Pro Tunc correcting an error contained in that certain Judgment And Decree as entered herein on October 27, 1999. The Court has reviewed said Motion and finds that the concerned error is in fact a clerical error and should be corrected.

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

That, that certain Judgment And Decree as entered herein on October 27, 1999, be and hereby is amended to read as follows:

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 Plaintiffs appearing by their 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 Plaintiffs and being now fully advised in the premises, finds as follows:

That Plaintiffs' Complaint was filed in this Court on the 8/27/99; 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 Plaintiffs' and Defendants' in certain real property hereinafter described located in Sublette County, Wyoming; that service of Summons issued out of this Court was duly and regularly made by publication upon the Defendants to the action.

That the Defendants have failed in any manner to answer Plaintiffs' 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 these Plaintiffs by their action 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 Plaintiffs and against the Defendants upon the Plaintiffs' Complaint and the issues of said cause. The Court further finds that Plaintiffs have sustained all the allegations of said Complaint by sufficient evidence; and the Court does finally find that said 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 Plaintiffs, JOHN W. SCHULTZ and JEANETTE SCHULTZ, Trustees in trust under the John W. Schultz Living Trust, dated February 1, 1993; and JOHN W. SCHULTZ and JEANETTE SCHULTZ, Trustees in trust under the Jeanette Schultz Living Trust, dated February 1, 1993, are the true and lawful owners of all the real property and premises described as:

Lot Twenty (20), Block Two (2) in the Amended Townsite of Shelter Park, Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining.

3. That the title and possession of said Plaintiffs' in and to the real property and premises hereinabove described is forever quieted and settled in said Plaintiffs, free and clear of all right, title, lien, claim, estate, interest, or equity of said 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 22nd day of November, 1999.

D. TERRY ROGERS
District Court Judge

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

449

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

276144

IN THE MATTER OF THE ESTATE OF JOHN BISHER)

RECORDED Dec. 6 19 99 3:45P M
IN BOOK 70 Misc. PAGE 449
FEES $ 8.00 M L Gill COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scates

TO THE COUNTY CLERK
AFFIDAVIT OF CREDITOR
STATE OF WYOMING, DEPARTMENT OF HEALTH, DIVISION OF HEALTH PLANNING AND IMPLEMENTATION, REGARDING THE ESTATE OF JOHN N. BISHER

The State of Wyoming, Department of Health, Division of Health Planning and Implementation does herein makes this affidavit pursuant to W.S. 2-1-204.

Upon belief and information the Division of Health Planning which is charged with the duty of collection of Medicaid benefits does swear:

1) The value of the entire estate, wherever located, less liens and encumbrances, does not exceed seventy thousand dollars ($70,000);

2) Ninety days have elapsed since the death of the decedent, John N. Bisher;

3) No application for appointment of a personal representative is pending or has been granted in any jurisdiction;

4) To the best knowledge of the affiant, no affidavit pursuant to W.S. 2-1-201,in connection with the decedent, has been presented to any party referred to in W.S. 2-1-201;

5) John N. Bisher was a Medicaid recipient and Wyoming Medicaid paid $38,277.60 on behalf of Mr. Bisher. The Federal Omnibus Budget Reconciliation Act of 1993 (OBRA 93), Federal Statutes and Regulations, requires individual states to pursue collection of amount paid for medical assistance though the Medicaid program. W.S. 42-4-201 et seq. complies with federal law and facilitates the State's recovery of those payments.

6) Upon presentation of this affidavit to the County Clerk, the Division of Health Planning and Implementation:

A) Waives any immunities from suit or levy of execution it may otherwise have with respect to this affidavit but retains immunity for all other purposes;

B) Agrees to indemnify and hold harmless from all claims whatsoever any party delivering assets on the basis of such affidavit, to the extent of the full value of the assets so delivered; and

C) Is answerable and accountable to a personal representative of the estate, if appointed, or to any other person or party having a superior right.

When this affidavit is filed with the county clerk and certified copy is presented to a party with custody of assets, the affidavit shall be honored and shall have the effects as provided for in W.S. 2-1-201 (b), (c) and (d) and 2-1-202.

Dated this 19TH day of November, 1999.

Sharon Kuster
Financial Services Manager
Hathaway Building
2300 Capitol Avenue, Room 154
Cheyenne, WY 82002

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing Affidavit was subscribed and sworn to before me by Sharon Kuster this 19TH day of November, 1999.

WITNESS my hand and official seal.

Notary Public

My Commission expires: 07-08-03

ROCHELLE PORTERA - NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
MY COMMISSION EXPIRES JUL. 8, 2003

RECORDED Dec. 6 1999 4:00 P M
IN BOOK 70 Misc. PAGE 451
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

AFFIDAVIT

STATE OF Arizona) **276146**
) ss.
COUNTY OF Pinal)

COMES NOW MARY I. CARY, and first being duly sworn on her oath, does hereby depose and state as follows:

1. That on 1/20/95 CLAYTON L. CARY and MARY I. CARY, husband and wife, did execute a Quitclaim Deed conveying Lot Seven (7), Block One (1) of the K&M Addition to the Town of Pinedale, Sublette County, Wyoming, to CLAYTON L. CARY and MARY I. CARY, as Trustees of the Clayton L. Cary and Mary I. Cary Revocable Trust Dated January 20, 1995.

2. That said Quitclaim Deed was recorded on 2/2/95 at Book 11 of Miscellaneous, Page 219, in the office of the County Clerk, Sublette County, Wyoming.

3. That Affiant, Mary I. Cary, is the same Mary I. Cary named as a Grantor and Grantee in said Quitclaim Deed.

4. That Clayton L. Cary, a/k/a Clayton Lewis Cary, the other Trustee named as a Grantee in said Quitclaim Deed, died on 4/29/98 and Affiant, Mary I. Cary, has thereafter acted and is currently lawfully serving as the sole trustee of the Clayton L. Cary and Mary I. Cary Revocable Trust dated January 20, 1995. This action being authorized by the terms of said trust and by W.S.§ 4-8-106(b).

5. That a certified copy of the Death Certificate of Clayton L. Cary, a/k/a Clayton Lewis Cary, is attached hereto.

6. That this Affidavit is executed and presented in compliance with Wyoming Statute § 34-2-123.

DATED this 2 day of December, 1999.

STATE OF Arizona)
) ss.
COUNTY OF Pinal)

I, MARY I. CARY, hereby verify that I have read the foregoing and that the same is true and correct to the best of my knowledge.

Mary I. Cary
MARY I. CARY

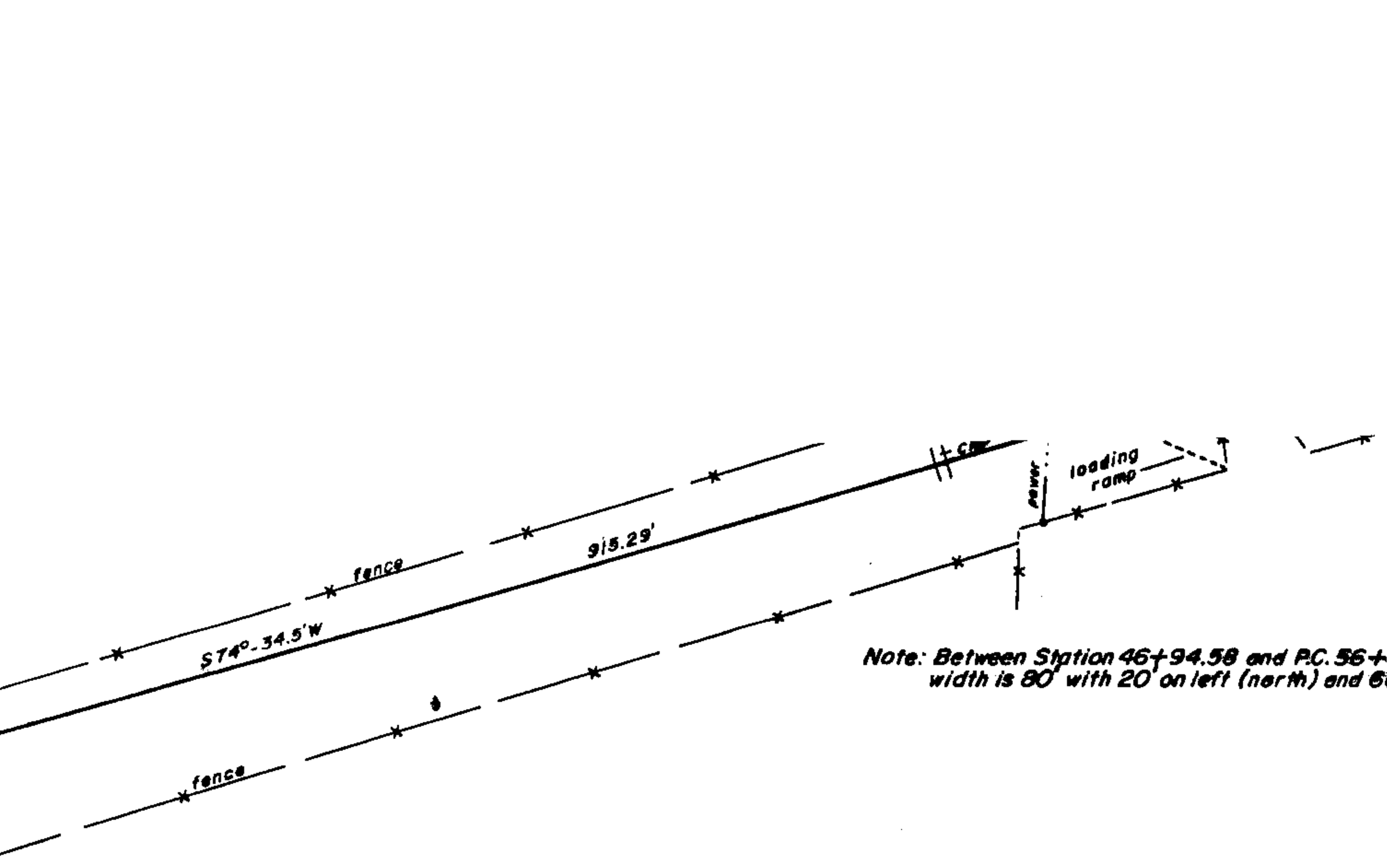
Subscribed and sworn to before me by MARY I. CARY, this 2 day of December, 1999.

WITNESS my hand and official seal.

Linda L Hurtt
NOTARY PUBLIC

My Commission Expires:
May 1, 2003

OFFICIAL SEAL
LINDA L. HURTT
NOTARY PUBLIC STATE OF ARIZONA
PINAL COUNTY
MY COMM. EXPIRES MAY 1, 2003



100'

PLAT TO ACCOMPANY APPLICATIONS FOR RIGHT-OF-WAY FROM UNITED STATES OF AMERICA BUREAU OF LAND MANAGEMENT STATE OF WYOMING AND PRIVATE EASEMENTS

— FOR —

BIG SANDY-ELKHORN COUNTY ROAD NO. 23-118

SUBLETTE COUNTY, WYOMING

276152
RECORDED Dec 7 1999 9:30 M
IN BOOK 70 Misc. PAGE 452
FEES $6 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Jacobs

ary 1996.

452

453

Right-of-Way Easement

KNOW ALL MEN BY THESE PRESENTS: Mark A. Jones and Jeanna R. Jones

of the County

of Sublette and State of Wyoming, hereinafter referred to as "grantor," for and in consideration of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the County of 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:

CRAMER - JONES ALTERATION of the Big Sandy - Elkhorn

County Road No. 23-118

See Exhibit "A"

276157 10:15 P

RECORDED December 1 19 99 M
IN BOOK 70 Misc PAGE 453
FEES $ 0
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Barbara Parker

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 § 1-26-813 of the Wyoming Statutes, (1977);

Grantee agrees to maintain culverts of suitable size across such ditches and laterals of Grantor as necessary for proper operation of irrigation systems ~~and in the case of new construction, the grantee agrees to construct culverts of suitable size across such ditches and laterals of Grantor as necessary for proper operation of the irrigation systems.~~

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

WITNESS OUR HANDS hereto this 31st day of July, 1999.

Mark A. Jones

Jeanna R. Jones

THE STATE OF WYOMING)
)SS.
COUNTY OF)

The foregoing instrument was acknowledged before me by Mark A. Jones and Jeanna R. Jones, this 31st day of July, 1999.

~~WITNESS my hand and official seal.~~

PAUL N. SCHERBEL — NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires 29 April

Paul N. Scherbel
NOTARY PUBLIC

My Commission Expires: 29 April 2000

EXHIBIT "A"

Description from

MARK A. JONES AND JEANNA R. JONES, husband and wife

for

COUNTY OF SUBLETTE

CRAMER – JONES ALTERATION

of the

BIG SANDY -- ELKHORN COUNTY ROAD NO. 23-118

To-wit:–

A strip of land eighty (80) feet in width being part of the NE¼NE¼, SE¼NE¼ of Section 27, and the SW¼NW¼ of Section 28, T31N, R106W, Sublette County, Wyoming with the center-line described as follows:

BEGINNING at the Point of Intersection of Curve No. 4 of the extant Big Sandy – Elkhorn County Road No. 23-118 at Station 40+21.94;

thence S45°-53.5'E, 929.58 feet to Station 49+51.52 on the east line of said Section 27, S00°-07.5'W, 1551.89 feet from the northeast corner of Section 27 found as described in the Corner Record filed in the Office of the Clerk of Sublette County;

thence S45°-14.5'E, 652.79 feet to Station P. C. 56+04.31;

thence Easterly, 378.50 feet along the arc of a circular curve to the left through a central angle of 72°-39' with radius of 298.50 feet to Station P. T. 59+82.81;

thence N62°-06.5'E, 600 feet, more or less, to an intersection with the east line of said SW¼NW¼ at approximate Station 65+82.49;

the side lines of said easement to be extended or shortened to meet at the east line of said SW¼NW¼;

all in accordance with the plat prepared to be filed in said Office titled, "PLAT TO ACCOMPANY APPLICATIONS FOR RIGHT-OF-WAY FROM UNITED STATES OF AMERICA BUREAU OF LAND MANAGEMENT STATE OF WYOMING AND PRIVATE EASEMENTS FOR BIG SANDY – ELKHORN COUNTY ROAD NO. 23-118", revised 19 May 1999

Paul N. Scherbel

21 May 1999

ws5des 23-118 p.2

Professional Land Surveyors

Paul N. Scherbel
Wyo. Registration No. 164
Idaho Registration No. 3990
Utah Registration No. 1670
Nevada Registration No. 6805

Scott A. Scherbel
Wyo. Registration No. 3889
Idaho Registration No. 8026

Marlowe A. Scherbel
Wyo. Registration No. 5368

Surveyor Scherbel, LTD.
Afton, Wyoming
Big Piney, Wyoming
Jackson, Wyoming
Lava Hot Springs, Idaho
Montpelier, Idaho

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

Easement No. 5548
011-4(22)

This Grant of Easement is intended to replace and supersede only Section 36, T.33N., R.111W. of original Grant of Easement No. 517N issued December 21, 1942.

276166

RECORDED December 7 1999 11:15 A M
IN BOOK 70 Misc PAGE 455
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

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 Two thousand two hundred forty and 00/100 dollars ($2,240.00) hereby grants and conveys to Wyoming Transportation Commission a right to use, in perpetuity, the following described tract of land for roadway and wetland area purposes only, more particularly described as follows:

Parcel I

All that portion of the E½W½ of Section 36, T.33N., R.111W., of the 6th P.M., Sublette County, Wyoming, lying between parallel right of way lines of hereinafter stated distances apart 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 south quarter corner thereof bears N.89°52′56.4″E. a distance of 1,107.17 feet and the southwest corner thereof bears S.89°52′56.4″W. a distance of 1,530 feet (said corners each being monumented by a stone);

thence with parallel right of way lines 200 feet apart, being 100 feet on each side, N.8°39′17.8″E. a distance of 3,648.33 feet to the point of beginning of a 0°30′ circular curve concave westerly, the radius of which is 11,459.16 feet;

thence continuing with the last described parallel right of way lines, northerly along said curve through a central angle of 6°11′26.2″ a distance of 1,238.12 feet;

thence with parallel right of way lines 225 feet apart, being 100 feet on the right or easterly side and 125 feet on the left or westerly side, continuing northerly along said curve through a central angle of 2°07′06.5″ a distance of 423.69 feet to a point on the north boundary of said Section 36 from which the north quarter corner thereof bears S. 89° 53′33.7″E. a distance of 393.57 feet and the northwest corner thereof bears N.89°53′33.7″W. a distance of 2,250.33 feet (said corners each being monumented by a brass survey cap).

The above described parcel of land contains 24.62 acres, more or less.

NOTE: All bearings and distances in this description are based on the Wyoming State Plane Coordinate system, NAD 27, West Zone, modified to Wyoming Department of Transportation Coordinate System by an adjustment factor of 1.000400000.

Parcel II

All that portion of the SW¼ of Section 36, T.33N., R.111W., of the 6th P.M., Sublette County, Wyoming, being more particularly described as follows:

Commencing at a point on the south boundary of said Section 36 from which the south quarter corner thereof bears N.89°52′56.4′E. a distance of 1,107.17 feet and the southwest corner thereof bears S.89°52′56.4″W. a distance of 1,530.54 feet (said corners each being monumented by a stone);

thence N.8°39′17.8″E. a distance of 911.45 feet;

thence N.81°20′42.2″W. a distance of 100 feet to a point on the westerly right of way boundary of Highway U.S. 189, the <u>True Point of Beginning</u>;

thence continuing N.81°20′42.2″W. a distance of 330 feet;

thence N.8°39'17.8"E. a distance of 575 feet;

thence S.81°20'42.2"E. a distance of 330 feet to a point on said westerly right of way boundary of Highway U.S. 189;

thence S.8°39'17.8"W. along said westerly right of way boundary a distance of 575 feet to the point of beginning.

The above described parcel of land contains 4.36 acres, more or less.

NOTE: All bearings and distances in this description are based on the Wyoming State Plane Coordinate system, NAD 27, West Zone, modified to Wyoming Department of Transportation Coordinate System by an adjustment factor of 1.000400000.

These descriptions are based on a survey done under the direction of Skyler V. Wilson, Wyoming P.L.S. No. 4274, in December 1993.

The above described tract being more specifically shown on a plat filed in the Office of State Lands & Investments.

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 the above described roadway and wetlands area, 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. If required for mineral exploration, development or extraction, the grantee shall, upon written notice from the grantor, remove or relocate at its own expense the above described roadway and wetlands area.

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 the 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.

3. This easement may be transferred, however, no transfer may increase the burden on the servient estate in any manner.

4. 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 be affixed on the 21 day of February 1998.

(Seal)

Jim Geringer
Governor, President
Board of Land Commissioners

Countersigned:

Cynthia M. Lummis
Director, Secretary
Office of State Lands & Investments

Examined CE/JE

456

MEMORANDUM OF CONTRACT

TO WHOM IT MAY CONCERN:

On this 23 day of September, 1999, ROBERT T. VISSER, as Seller, and KEVIN HOLSMAN and TAMMY HOLSMAN, 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 Eight (8) of the Favazzo Subdivision No. 2, Sublette County, Wyoming, as the same appears on the official map or plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming.

TOGETHER WITH all improvements and appurtenances thereunto appertaining;

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 rights of way of record, in use and of sight.

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

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 23 day of September, 1999.

BUYER:

KEVIN HOLSMAN

TAMMY HOLSMAN

SELLER:

ROBERT T. VISSER

276216

RECORDED Dec 8 1999 3:00 PM
IN BOOK 70 Misc PAGE 457
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Memorandum of Contract was acknowledged before me by KEVIN HOLSMAN and TAMMY HOLSMAN this 23rd day of September, 1999.

Witness my hand and official seal.

Brandy L Johnson
Notary Public

My Commission Expires:

Brandy L. Johnson - Notary Public
County of Sublette State of Wyoming
My Commission Expires 08/12/2003

STATE OF Az)
) ss.
COUNTY OF Maricopa)

The foregoing Memorandum of Contract was acknowledged before me by ROBERT T. VISSER, this 29 day of October, 1999.

Witness my hand and official seal.

Notary Public

My Commission Expires:
7/9/2000

"OFFICIAL SEAL"
Stephanie Lemon
Notary Public-Arizona
Maricopa County
My Commission Expires 7/9/2000

459

ABANDONMENT OF EASEMENT

WHEREAS, on 4/13/92, **DEWEY COLON and ELAINE COLON,** husband and wife, did grant and convey unto **JIM PAPPAS RANCH ENTERPRISES, INC., A Nevada Corporation,** an Easement for ingress and egress over certain real property owned by Dewey Colon and Elaine Colon; and,

WHEREAS, said Easement was recorded in Book 60 of Miscellaneous, Page 77 in the office of the County Clerk, Sublette County, Wyoming; and,

WHEREAS, said easement was stated to be appurtenant to, for the benefit of and to run with the real property described as:

Township 33 North, Range 108 West of the 6th P.M., Sublette County, Wyoming;

Section 6: Lots 4 and 5, SE1/4NW1/4;

Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming;

Section 1: E1/2NE1/4;

WHEREAS, **1ST CITIE CAPTIAL CORPORATION** is now the owner of the real property to which said easement is appurtenant; and,

WHEREAS, **MICHAEL C. IRWIN and SHERRI T. IRWIN** and **LANCE KOPPENHAFER and ELANA KOPPENHAFER**, are now the owners of the real property where said easement is located; and,

WHEREAS, 1st Citie Capital Corporation and Michael C. Irwin and Sherri T. Irwin and Lance Koppenhafer and Elana Koppenhafer, now have agreed on a modified location for said easement and Michael C. Irwin and Sherri T. Irwin and Lance Koppenhafer and Elana Koppenhafer have executed a new Easement incorporating the modified location; and,

WHEREAS, 1st Citie Capital Corporation has no use or need of the original easement;

NOW THEREFORE, IN CONSIDERATION OF MICHAEL C. IRWIN AND SHERRY T. IRWIN HAVING EXECUTED SAID NEW EASEMENT;

1ST CITIE CAPITAL CORPORATION, does hereby abandon that certain easement described as:

A strip of land 60 feet in width lying 30 feet on either side of a line lying in Section 6, Township 33 North, Range 108 West of the 6th P.M., Sublette County, Wyoming, and running thirty (30) feet West of the entire length of the boundary between Lot 6 and NE1/4SW1/4, thence thirty (30) feet South of the entire length of the boundary between SE1/4NW1/4 and NE1/4SW1/4;

276220

9:30A

RECORDED December 9 1999 M

IN BOOK 70 Misc PAGE 459

FEES $ 9.00 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE WYOMING

By [redacted]

as evidenced by that certain Easement recorded at Book 60 of Miscellaneous, Page 77, in the office of the County Clerk, Sublette County, Wyoming;

DATED this 1st day of December, 1999.

ATTEST:

1ST CITIE CAPITAL CORPORATION:

SEAL

BY: _____
President

No Seal
Secretary

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Abandonment Of Easement** was acknowledged before me by 1st CITIE CAPITOL CORPORATION, by H. E. Thomas, its President, ~~and attested to and sealed by its Secretary~~ CAE, this 1st day of December, 1999.

Witness my hand and official seal.

Cheryl A. Eatinger
NOTARY PUBLIC

My Commission Expires:
2/23/2001

CHERYL A. EATINGER - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 2/23/2001

460

461

EASEMENT

COMES NOW **MICHAEL C. IRWIN and SHERRI T. IRWIN,** husband and wife, and **LANCE KOPPENHAFER and ELANA KOPPENHAFER,** husband and wife, hereinafter referred to as Grantors, and, in exchange for the sum of Ten and NO/100 ($10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby give, grant and convey to **1ST CITIE CAPITOL CORPORATION,** hereinafter referred to as Grantee, and to successors and assigns, a non-exclusive easement to construct, operate and maintain a road for ingress and egress over and on the property described as follows:

A 60 foot easement, 30 feet each side of centerline, located in Lot 6 and the NE1/4SW1/4 of Section 6, T.33N., R.108W., of the 6th P.M., Sublette County, Wyoming being more particularly described as follows:
Beginning at a point on the line common to the SW1/16 and the C-S1/16 of said Section 6, S.89°29'23"E., 10.57 feet from said SW1/16 corner which is monumented by a 2-1/2 inch aluminum cap;
thence N.06°09'01"W., 102.70 feet to a point on the line common to said SW1/16 and C-W1/16 corners;
thence N.0°14'43"W., 1223.37 feet along line common to said SW1/16 and C-W1/16 corners to the C-W1/16 corner monumented by a 1-1/2 inch aluminum cap and being end of said easement.

Also:

A 60 foot easement south of the line common to said C-W1/16, monumented by a 1-1/2 inch aluminum cap, and the C/4 of said Section 6 which is monumented by a 2 inch brass cap.
Said easement contains 3.6 acres, more or less;
RESERVING UNTO GRANTORS, their heirs and assigns, a right of ingress and egress over and across said easement.

(This easement is partially located on and over Tracts One (1) and Two (2) of the Irwin Lot Division as set out and delineated on Plat recorded 10/19/99 in Book 70 of Miscellaneous, Page 362 in the Office of the County Clerk, Sublette County, Wyoming.)

Said easement is granted to the Grantee and their successors in interest and assigns, and is appurtenant to, for the benefit of and shall run with the following described real property:

Township 33 North, Range 108 West of the 6th P.M., Sublette County, Wyoming;
Section 6: Lots 4 and 5, SE1/4NW1/4;

Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming;
Section 1: E1/2NE1/4;

DATED this 1ST day of DEC, 1999.

MICHAEL C. IRWIN

276221 9:30A
RECORDED December 9 1999 M
IN BOOK 70 Misc. PAGE 461
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

SHERRI T. IRWIN

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Easement** was acknowledged before me by MICHAEL C. IRWIN and SHERRI T. IRWIN, this 6th day of December, 1999.

Witness my hand and official seal.

GLORIA J. THOMAS NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES NOVEMBER 12, 2002

NOTARY PUBLIC

My Commission Expires:

DATED this 6th day of December, 1999.

LANCE KOPPENHAFER

ELANA KOPPENHAFER

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

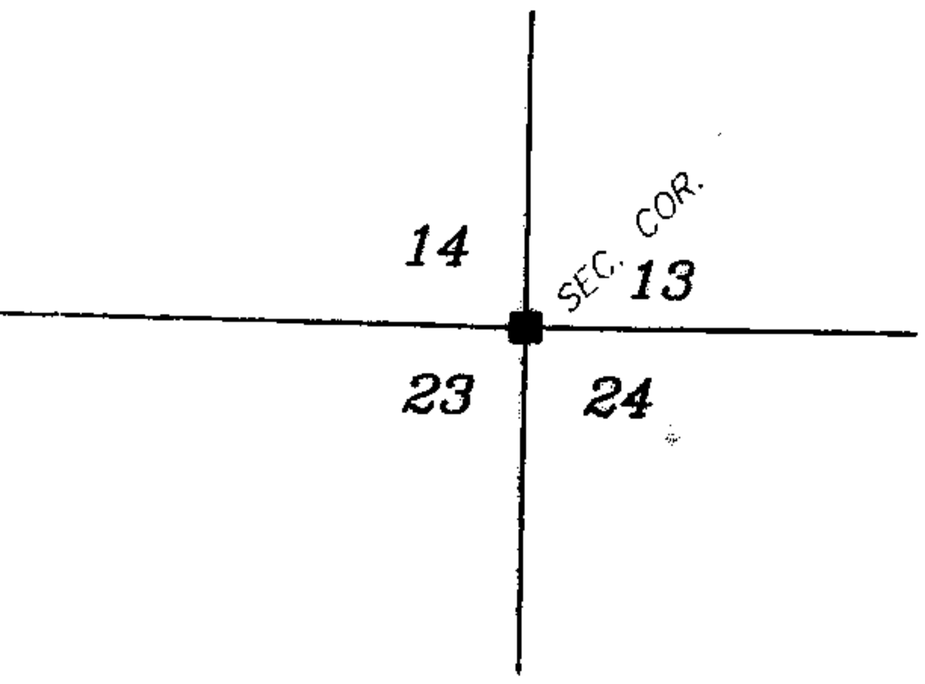
The foregoing **Easement** was acknowledged before me by LANCE KOPPENHAFER and ELANA KOPPENHAFER, this 2nd day of December, 1999.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 2/23/2001

CHERYL A. EATINGER - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES 2/23/2001



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276259 12:45 P

RECORDED December 10 19 99 M
IN BOOK 70 misc PAGE 463
FEES $ 25.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING

By Deb Pape

MAP OF SURVEY

SHOWING

SECTIONS 14 & 15
T35N, R113W, 6TH P.M.
SUBLETTE COUNTY, WYOMING

BOYD M. MCMASTER 6-3085
Hirst & Applegate, P.C.
P.O. Box 1083
Cheyenne, WY 82003-1083

SKB DEC - 6 1999

THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

OF THE STATE OF WYOMING IN AND FOR SUBLETTE COUNTY

FILED

Docket No. 1713

In The Matter Of The Estate Of

Pearl Stotts,

Deceased.

DEC 03 1999

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYOMING
BY

ORDER ADMITTING FOREIGN PROBATE PROCEEDINGS

The Petition for Adoption of Foreign Probate in the Matter of the Estate of Pearl Stotts, Deceased, filed by Vera Mae Sprague, Executrix of the Estate of Pearl Stotts, Deceased, having come on this date to be heard and the Court having reviewed the pleadings filed herein and no objections having been lodged against said Petition and the Court being fully advised, finds as follows:

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

2. All debts of the Estate known to the Petitioner have been paid in full and adequate funds have been set aside in the domiciliary probate to pay all anticipated court costs and attorneys fees.

3. No creditor of said deceased and no party claiming title to or interest in any property of said Estate adverse to that of said Estate or the heirs or beneficiaries of said Estate have appeared herein.

4. All inheritance taxes due the State of Kansas have been paid as shown by the Inheritance Tax Certificate of Nontaxability filed herein.

276325

RECORDED Dec. 14 1999 10:15A M

IN BOOK 70 Misc. PAGE 464

FEES $ 12.00 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Cotton

5. No Federal Estate Tax was paid by this Estate and no Federal or Wyoming Estate Tax is due from this Estate because the value of the entire Estate of Pearl Stotts amounts to less than the available exemptions and deductions.

6. The assets of Pearl Stotts, deceased, located in Wyoming have a value not exceeding $70,000 and an adoption of Foreign Probate is appropriate under WYO. STAT. § 2-11-201.

7. Said deceased, at the time of her death, was the owner of mineral interests lying and being within, on and under the following described real property located in Sublette County, Wyoming:

> An undivided six and two thirds percent (6 2/3%) interest in and to all of the oil, gas, and other mineral interests in and under and produced from the following described real estate:
>
> Township 27 North, Range 112 West
> Section 29: Lots 1, 6, S/2NE/4 and that portion of the bed of the Green River riparian to Lots 1 and 6,
> Sublette County, Wyoming
> East LaBarge Prospect
> East LaBarge Unit Tract #21

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

9. Under the Last Will and Testament of Pearl Stotts, the beneficiaries of the Wyoming estate are as follows:

Mary Ann Potter, one-sixth (1/6);

Neva Lou Stephens, one-sixth (1/6);

Billie Dean Gehring, one-sixth (1/6);

Betty Gene Breising, one-sixth (1/6);

Vera Mae Sprague, one-sixth (1/6);

Michael Lee Wiens, one-eighteenth (1/18);

Diana Kay Schrader, one-eighteenth (1/18); and

Steven Ray Wiens, one-eighteenth (1/18).

10. The Estate of Pearl Stotts, Deceased, having been duly probated and settled in the State of Kansas by a proceeding in the District Court in the County of Harvey, Kansas, Probate Division, Case No. 98-P-68, the Probate of said Estate may be allowed and recorded in the State of Wyoming pursuant to law.

WHEREFORE, IT IS HEREBY ORDERED that:

1. The authenticated copies filed herein of the proceedings probating said Estate in the State of Kansas be, and they are hereby admitted to record in this Court and they shall be considered and treated from this time as original proceedings in this Court for the probate of a domestic will and they shall have the same force and effect as the original probate of a domestic will, and shall be conclusive evidence of the facts shown therein; and,

2. There is hereby distributed in accordance with the Will of Pearl Stotts, deceased, to each of the following:

Mary Ann Potter, adult/daughter
P.O. Box 26
Whitewater, KS 670154-0026;

Neva Lou Stephens, adult/daughter
Route 2 Box 2358
Washburn, MO 65772;

Billie Dean Gehring, adult/daughter
812 S. E. 5th St.
Newton, KS 67114;

Betty Gene Breising, adult/daughter
804 West 32nd North
Wichita, KS 67204;

Vera Mae Sprague, adult/daughter
P.O. Box 5
Elbing, KS 67041-0005;

An undivided one and one ninth percent (1 1/9th%) interest in and to all of the oil, gas, and other mineral

interests in and under and produced from the following described real estate:

Township 27 North, Range 112 West
Section 29: Lots 1, 6, S/2NE/4 and that portion of the bed of the Green River riparian to Lots 1 and 6,
Sublette County, Wyoming
East LaBarge Prospect
East LaBarge Unit Tract #21

and to each of the following:

Michael Lee Wiens, adult/grandson
10914 W. Haskell Circle
Wichita, KS 67209;

Diana Kay Schrader, adult/granddaughter
1509 Warner Road
Great Bend, KS 67530;

Steven Ray Wiens, adult/grandson
P.O. Box 846
Mountain View, WY 82939

An undivided ten-twenty seventh percent (10/27th %) interest in and to all of the oil, gas, and other mineral interests in and under and produced from the following described real estate:

Township 27 North, Range 112 West
Section 29: Lots 1, 6, S/2NE/4 and that portion of the bed of the Green River riparian to Lots 1 and 6,
Sublette County, Wyoming
East LaBarge Prospect
East LaBarge Unit Tract #21

Dated: December 1, 1999.

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 CORRECT COPY.
SIGNED

WATER RIGHT DEED

REDSTONE CORPORATION, A Wyoming Corporation, grantor, for and in consideration of Ten and NO/100 ($10.00) Dollars and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, does CONVEY AND QUITCLAIM TO **THE BOARD OF COUNTY COMMISSIONERS OF SUBLETTE COUNTY, WYOMING,** grantee, whose address is P.O. Box 250, Pinedale, WY 82941, the following described property rights and water appropriations, situate in Sublette County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

All surface irrigation water and water rights, storage rights for water and rights to the use of water as said water is attached, appropriated and appurtenant to by operation of law, custom, usage or otherwise to the following described lands and real estate situate in the County of Sublette and State of Wyoming, to-wit:

Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming;
Section 4: SE1/4SW1/4;

The Grantee is hereby authorized to detach the water right from the lands herein described and change it to include any or all preferred use, as described in W.S. Section 41-3-102; also to change the point of diversion and means of conveyance of the water of said appropriation to any location that may be designated by Grantee and to file the necessary proceedings with the Wyoming State Board of Control to make these changes; and any order or Decree of the said Board of Control or confirmation of same by the Court is hereby acquiesced in by the Grantor, and it shall be binding upon the Grantor , its heirs and assigns.

The Grantor hereby waives any and all notices which may be required by law and neither it nor its successors or assigns shall, at any time in the future, file any adverse claim or institute any proceedings in law or equity attacking adversely or in an manner whatsoever, the equities, right, title or interest of any of the water rights herein referred to and for which it is hereby agreed that the Grantor has received full and adequate compensation.

DATED this 13th day of December, 1999.

ATTEST:

SEAL

Secretary/Assistant Secretary

REDSTONE CORPORATION, A Wyoming Corporation

BY: _____
JOHN A. SULENTA, President

276336

RECORDED Dec. 14 1999 11:50A M
IN BOOK 70 Misc PAGE 468
FEES $ 8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sutton

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Water Right Deed** was acknowledged before me by REDSTONE CORPORATION, A Wyoming Corporation, by JOHN A. SULENTA, its President, and attested to and sealed by its Secretary / Assistant Secretary, this 13th day of December, 1999.

Witness my hand and official seal.

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/2002

Susan J. Hanson - Notary Public
County of Sublette
State of Wyoming
My Commission Expires Dec. 12, 2002

WAIVER AND CONVEYANCE OF EXECUTIVE RIGHT

WHEREAS, MARY L. SPENCE, formerly known as MARY LOZIER, a/k/a MARY LOUISE LOZIER, owns and holds minerals and mineral interests which underlie and are appurtenant to the real property described as:

Township 34 North, Range 113 West of the 6th P.M., Sublette County, Wyoming;
Section 2: SE1/4; and,

WHEREAS, FLOYD L. BRIGGS, JR., and KATHRYN J. BRIGGS hold the executive right to lease and to execute oil, gas or other mineral leases covering said above described minerals and mineral rights owned by MARY L. SPENCE; and,

WHEREAS, FLOYD L. BRIGGS, JR. and KATHRYN J. BRIGGS now desire to waive and convey said executive rights to MARY L. SPENCE.

NOW THEREFORE IN CONSIDERATION OF THE SUM OF TEN AND NO/100 ($10.00) DOLLARS AND OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED;

FLOYD L. BRIGGS and KATHRYN J. BRIGGS, husband and wife, do hereby waive, give, grant, assign and convey unto MARY L. SPENCE the executive right to lease and to execute oil, gas or other mineral leases as to all minerals which MARY L. SPENCE, f/k/a MARY LOZIER, a/k/a MARY LOUISE LOZIER, owns and which underlie or are appurtenant to the real property described as:

Township 34 North, Range 113 West of the 6th P.M., Sublette County, Wyoming;
Section 2: SE1/4; and,

276337

DATED this 2nd day of December, 1999.

RECORDED Dec. 14 1999 11:50 AM
IN BOOK 70 Misc. PAGE 470
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachs

Floyd L. Briggs Jr.
FLOYD L. BRIGGS, JR.

Kathryn J. Briggs
KATHRYN J. BRIGGS

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Waiver Of Conveyance Of Executive Right** was acknowledged before me by FLOYD L. BRIGGS, JR. and KATHRYN J.

BRIGGS, this 2nd day of Dec. 1999.

WITNESS my hand and official seal.

Susan J. Hanson

NOTARY PUBLIC

My Commission Expires: 12/12/2002

Susan J. Hanson - Notary Public
County of Sublette State of Wyoming
My Commission Expires Dec. 12, 2002

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 2nd day of December, 1999, by and between **WILLIAM L. DONALDSON and SHIRLEY A. DONALDSON,** husband and wife, as Sellers, to **RICHARD P. STOWE and SANDI J. STOWE,** 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 No. Forty-Two (42) of the Redstone Warren Bridge Subdivision, Second Filing, Sublette County, Wyoming as the same appears on the official map or plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds 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 covenants, conditions, restrictions and easements as recorded 5/11/73 in Book 28 of Misc., Page 659 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 3168 Collier Road, Traverse City, MI 49684.

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

DATED this 2 day of December, 1999.

Sellers:

WILLIAM L. DONALDSON

SHIRLEY A. DONALDSON

DATED this 12th day of December, 1999.

Buyers:

RICHARD P. STOWE

SANDI J. STOWE

276350

RECORDED Dec. 15, 1999 1:55 P M
IN BOOK 70 Misc. PAGE 472
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

STATE OF Iowa)
) ss.
COUNTY OF Pottawattamie)

The foregoing **Memorandum Of Agreement** was acknowledged before me by WILLIAM L. DONALDSON and SHIRLEY A. DONALDSON, this 2 day of December, 1999.

WITNESS my hand and official seal.

A. MILLER NOTARIAL SEAL

M Clair Miller
NOTARY PUBLIC

My Commission Expires: July 1, 2002

STATE OF Michigan)
) ss.
COUNTY OF Grand Traverse)

The foregoing **Memorandum Of Agreement** was acknowledged before me by RICHARD P. STOWE and SANDI J. STOWE, this 27th day of December, 1999.

WITNESS my hand and official seal.

Kathryn M. Ewing
NOTARY PUBLIC

My Commission Expires: 12/10/2001

KATHRYN M. EWING, NOTARY PUBLIC
Grand Traverse County, Michigan
Commission Expires: Dec. 10, 2001

KATHRYN M. EWING NOTARIAL SEAL PUBLIC MICHIGAN CRAIG

AFFIDAVIT

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

Comes now, Scott A. Scherbel of Big Piney, County of Sublette, State of Wyoming, who being sworn on oath according to law, does hereby make the following statement of facts and affirms:

1. That he is a Professional Land Surveyor under the laws of the State of Wyoming with Registration No. 3889.
2. That he prepared the plat titled, "PLAT OF SURVEY OF THE BRUCE GAHAGAN LOT DIVISION WITHIN SE¼NE¼ NE¼SE¼ SECTION 23 T37N R113W SUBLETTE COUNTY, WYOMING" and recorded in the Office of the Clerk of Sublette County in Book 69 of Miscellaneous Records on page 555;
3. That there are discrepancies upon said plat as follows:

a. The monument at the southwest corner of Lot 1 is a steel T-shaped stake 18 ins. long with metal cap inscribed, "SURVEY POINT DO NOT DISTURB RLS641" and not the monument indicated upon the plat.

b. The west line of said Lot 1 should read, "N01°-51'-35"E, 1678.88' MEAS." in place of "N01°-22'-00"E, 1673.22' MEAS".

c. The south line of said Lot 1 should read, "S70°-01'-03"E, 1020.36' MEAS." in place of S69°-27'-15"E, 1008.50' MEAS.

d. The acreage of said Lot 1 should read, "35.47 Ac." in place of "35.07 Ac."

e. The note at the northwest corner of said plat concerning the "NE1/16" has been deleted.

Scott A. Scherbel
Scott A. Scherbel

The foregoing instrument was acknowledged before me by Scott A. Scherbel this 20th day of December, 1999.

Witness my hand and official seal.

DIANNE DAVIDSON - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 4/8/2001

Dianne Davidson 276473
Notary Public

My commission expires: 4/8/2001

RECORDED Dec. 21 1999 11:00A M
IN BOOK 70 Misc. PAGE 474
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

37n113w gahagan-affidavit

SAND AND GRAVEL DEED

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

That we, Mark Jones and Jeanna Jones, husband and wife, as Grantors, for and in consideration of One Hundred and No/100 Dollars ($100.00) in hand paid, receipt whereof is hereby acknowledged, have given, granted, conveyed and assigned, and by these presents do give, grant, convey and assign unto J&J GRAVEL, L.L.C., 392 East Fork Road, Boulder, Wyoming 82923, as Grantee, all of Grantors' interest in and to all sand and gravel of every kind and character in, on or under those certain tracts or parcels of land situated in Sublette County, Wyoming, described as follows:

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

Section 17: S1/2NW1/4, N1/2SW1/4
Section 18: Lot 4, S1/2SE1/4, SE1/4SW1/4
Section 19: Lots 1, 2, 3, 4, E1/2NW1/4, W1/2SE1/4, NE1/4SW1/4, W1/2NE1/4, NE1/4NE1/4, and the NE1/4SE1/4 excepting therefrom the two parcels described as follows:

Parcel I.
Starting at the East 1/4 corner, a stone set along a north-south fence, of Section 19, Township 31 North, Range 106 West,
thence, southerly along said 1/4 section line for a distance of 440 feet to a point "A", a fence corner, the SE corner of a lot and the point of beginning;
thence, westerly along the fence line for a distance of 510 feet to a point "B";
thence, northerly for a distance of 323 feet to a point "C", an iron pin;
thence, 90°00' westerly for a distance of 660 feet to a point "D", an iron pin;
thence, 90°00' southerly for a distance of 299 feet to a point "E" on an existing fence line;
thence, westerly for a distance of 150 feet on an existing fence line to a point "F", a fence corner;
thence, northerly for a distance of 2349 feet along the existing fence line to a point "G", a fence corner;
thence, easterly for a distance of 1320 feet along the existing fence line to a point "H", a fence corner on the east boundary of Section 19 Township 31 North, Range 106 West;
thence, southerly along this east boundary, a fence, for a distance of 2326 feet to a point"A", the point of beginning.

Parcel II.
Starting at the East 1/4 corner, a stone set along a north-south fence, of Section 19 Township 31 North, Range 106 West;
thence, westerly along said 1/4 section line for a distance of 510 feet;
thence, 90°00' southerly for a distance of 100 feet to point "A", an iron pin, the NE corner of a lot, and the point of beginning;
thence, southerly for a distance of 660 feet to point "B", an iron pin;
thence, 90°00' westerly for a distance of 660 feet to point "C", an iron pin;
thence, 90°00' northerly for a distance of 660 feet to point "D", an iron pin;
thence, 90°00" easterly for a distance of 660 feet to point "A", the point of beginning.

Section 30: Lot 1, NE1/4NW1/4

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

Section 13: S1/2, SW1/4NE1/4, S1/2NW1/4, NE1/4NW1/4
Section 24: All

276578

RECORDED Dec 29 1993 AT 3:15 P M
IN BOOK 20 MISC PAGE 475
FEES $ 8.00 SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Tracy L Hazel

TO HAVE AND TO HOLD, unto the Grantee all of the Grantors' interest in and to all sand and gravel of every kind and character now known to exist or which hereafter may be discovered within, on or underlying the above-described land, together with the perpetual right to explore for, remove and dispose of said sand and gravel, including the right of access to, and the use of, such parts of said described land in which the Grantors have any sand and gravel interest, upon or below the surface thereof, as may be reasonably necessary or convenient in connection with the exploration for, removel, disposition and transportation of said sand and gravel.

WITNESS the execution hereof this 29th day of ~~August~~ Dec., 1999.

Mark Jones

Jeanna Jones

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

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MARK JONES and JEANNA JONES, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29 day of December, 1999.

My commission expires:

April 16, 2003

Notary Public in and for
Sublette County, Wyoming

SAND AND GRAVEL DEED

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

That I, Mary Grace Jensen, sole Trustee, under the MARY GRACE JENSEN LIVING TRUST, and any amendments thereto, dated January 23, 1996, as Grantor, for and in consideration of One Hundred and No/100 Dollars ($100.00) in hand paid, receipt whereof is hereby acknowledged, have given, granted, conveyed and assigned, and by these presents do give, grant, convey and assign unto J&J GRAVEL, L.L.C., 392 East Fork Road, Boulder, Wyoming 82923, as Grantee, all of Grantor's interest in and to all sand and gravel of every kind and character in, on or under those certain tracts or parcels of land situated in Sublette County, Wyoming, described as follows:

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

Section 17: S1/2NW1/4, N1/2SW1/4
Section 18: Lot 4, S1/2SE1/4, SE1/4SW1/4
Section 19: Lots 1, 2, 3, 4, E1/2NW1/4, W1/2SE1/4, NE1/4SW1/4, W1/2NE1/4, NE1/4NE1/4, and the NE1/4SE1/4 excepting therefrom the two parcels described as follows:

Parcel I.
Starting at the East 1/4 corner, a stone set along a north-south fence, of Section 19, Township 31 North, Range 106 West,
thence, southerly along said 1/4 section line for a distance of 440 feet to a point "A", a fence corner, the SE corner of a lot and the point of beginning;
thence, westerly along the fence line for a distance of 510 feet to a point "B";
thence, northerly for a distance of 323 feet to a point "C", an iron pin;
thence, 90°00' westerly for a distance of 660 feet to a point "D", an iron pin;
thence, 90°00' southerly for a distance of 299 feet to a point "E" on an existing fence line;
thence, westerly for a distance of 150 feet on an existing fence line to a point "F", a fence corner;
thence, northerly for a distance of 2349 feet along the existing fence line to a point "G", a fence corner;
thence, easterly for a distance of 1320 feet along the existing fence line to a point "H", a fence corner on the east boundary of Section 19 Township 31 North, Range 106 West;
thence, southerly along this east boundary, a fence, for a distance of 2326 feet to a point"A", the point of beginning.

Parcel II.
Starting at the East 1/4 corner, a stone set along a north-south fence, of Section 19 Township 31 North, Range 106 West;
thence, westerly along said 1/4 section line for a distance of 510 feet;
thence, 90°00' southerly for a distance of 100 feet to point "A", an iron pin, the NE corner of a lot, and the point of beginning;
thence, southerly for a distance of 660 feet to point "B", an iron pin;
thence, 90°00' westerly for a distance of 660 feet to point "C", an iron pin;
thence, 90°00' northerly for a distance of 660 feet to point "D", an iron pin;
thence, 90°00" easterly for a distance of 660 feet to point "A", the point of beginning.

Section 30: Lot 1, NE1/4NW1/4

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

Section 13: S1/2, SW1/4NE1/4, S1/2NW1/4, NE1/4NW1/4

276579

RECORDED Dec 29 1997 AT 3:52 PM
IN BOOK 70 MISC PAGE 477
FEES $8.00
SUBLETTE COUNTY CLERK
WYOMING
By Tracy L Horne

Section 24: All

TO HAVE AND TO HOLD, unto the Grantee all of the Grantor's interest in and to all sand and gravel of every kind and character now known to exist or which hereafter may be discovered within, on or underlying the above-described land, together with the perpetual right to explore for, remove and dispose of said sand and gravel, including the right of access to, and the use of, such parts of said described land in which the Grantor has any sand and gravel interest, upon or below the surface thereof, as may be reasonably necessary or convenient in connection with the exploration for, removel, disposition and transportation of said sand and gravel.

WITNESS the execution hereof this 29th day of ~~August,~~ December 1999.

Mary Grace Jensen
MARY GRACE JENSEN, Trustee of the
Mary Grace Jensen Living Trust,
dated January 23, 1996

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

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MARY GRACE JENSEN, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29 day of December, 1999.

My commission expires:
April 16, 2003

Patricia Hoover
Notary Public in and for
Sublette County, Wyoming

PATRICIA L. HOOVER NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

479

276610

RECORDED Dec 30 1999 4:50 PM
IN BOOK 70 MISC PAGE 479
FEES $6.00 Mary L Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

Do no write or type above this line; for record use only.

FORM 5086 (12-98)

RETURN TO PREPARER: 51 US HWY 30, PO Box 711
Kemmerer, WY 83101

Jill K. Chamberlain
800-697-1033

CTL2: 300 CTL3: 403 CIF: 82680 Note #: 202

Farm Credit Services of America

EASEMENT PRIORITY AGREEMENT

For valuable consideration, Farm Credit Services of America, FLCA, Mortgagee/Beneficiary, declares that the lien of the mortgage/trust deed executed by Rimfire Ranch LLC, a Limited Liability Company, John G. Andrikopoulos and Judy K. Andrikopoulos husband and wife, Shaun G. Andrikopoulos and Beatriz V. Iriondo husband and wife, and recorded in Book 76 mtg, Page 369, of the real estate records of Sublette County, Wyoming, is inferior to the easement for Conservation purposes granted to Jackson Hole Land and Trust which easement is more particularly described as:

	Sec.	Twp.	Rg.
S1/2SW1/4 and the S1/2SE1/4	14	32N	111W
N1/2SW1/4 and the E1/2NW1/4 and the NE1/4	23	32N	111W
W1/2NW1/4	24	32N	111W

Together with and subject to covenants, easements, and restriction of record.

Said mortgage/trust deed retains its priority in all respects except as provided herein.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the date set out in the acknowledgment.

(SEAL)

Farm Credit Services of America, FLCA,

By _____
Brad W. Willford, Assistant Corporate Secretary

Farm Credit Services Of America, FLCA CORPORATE Seal CHARTERED SEPT. 30, 1993 OMAHA, NEB.

STATE OF WYOMING }
} ss
COUNTY OF Lincoln }

On this 29th day of December, 1999, before me, a Notary Public, personally appeared Brad W. Willford being by me personally known, and duly sworn, did say that he is Assistant Corporate Secretary of the corporation executing the foregoing instrument; that the seal affixed to the instrument is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its board of directors; and acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and him.

(SEAL) NOTARY PUBLIC

_____
Jill K. Chamberlain
Notary Public in and for said County and State

My commission expires November 12, 2003

276611

RECORDED Dec 30 1999 4:50 PM
IN BOOK 70 MISC. PAGE 480
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

Do no write or type above this line; for record use only.

FORM 5086 (12-98)

RETURN TO PREPARER: 51 US HWY 30, PO Box 711
Kemmerer, WY 83101

Jill K. Chamberlain
800-697-1033

CTL2: 300 CTL3: 403 CIF: 82680 Note #: 201

Farm Credit Services of America

EASEMENT PRIORITY AGREEMENT

For valuable consideration, Farm Credit Services of America, FLCA, Mortgagee/Beneficiary, declares that the lien of the mortgage/trust deed executed by Rimfire Ranch LLC, a Limited Liability Company, John G. Andrikopoulos and Judy K. Andrikopoulos husband and wife, Shaun G. Andrikopoulos and Beatriz V. Iriondo husband and wife, and recorded in Book 71 mtg, Page 296, of the real estate records of Sublette County, Wyoming, is inferior to the easement for Conservation purposes granted to Jackson Hole Land and Trust which easement is more particularly described as:

	Sec.	Twp.	Rg.
S1/2SW1/4 and the S1/2SE1/4	14	32N	111W
N1/2SW1/4 and the E1/2NW1/4 and the NE1/4	23	32N	111W
W1/2NW1/4	24	32N	111W

Together with and subject to covenants, easements, and restriction of record.

Said mortgage/trust deed retains its priority in all respects except as provided herein.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the date set out in the acknowledgment.

(SEAL)

Farm Credit Services of America, FLCA,

By _____
Brad W. Willford, Assistant Corporate Secretary

Farm Credit Services of America, FLCA CORPORATE Seal CHARTERED SEPT. 30 1933 OMAHA, NEB.

STATE OF WYOMING }
} ss
COUNTY OF Lincoln }

On this 29th day of December, 1999, before me, a Notary Public, personally appeared Brad W. Willford being by me personally known, and duly sworn, did say that he is Assistant Corporate Secretary of the corporation executing the foregoing instrument; that the seal affixed to the instrument is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its board of directors; and acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and him.

(SEAL) CHAMBERLAIN NOTARY PUBLIC LINCOLN COUNTY

_____
Jill K. Chamberlain
Notary Public in and for said County and State

My commission expires November 12, 2003

481

276612

RECORDED Dec 30 1999 4:50 PM
IN BOOK 70 MISC PAGE 481
FEES $6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hooker

Do no write or type above this line; for record use only.

FORM 5086 (12-98)

RETURN TO 51 US HWY 30, PO Box 711 Jill K. Chamberlain
PREPARER: Kemmerer, WY 83101 800-697-1033

CTL2: 104 CTL3: 403 CIF: 82680 Note #: 101

Farm Credit Services of America

EASEMENT PRIORITY AGREEMENT

For valuable consideration, Farm Credit Services of America, PCA, Mortgagee/Beneficiary, declares that the lien of the mortgage/trust deed executed by Rimfire Ranch LLC, a Limited Liability Company, John G. Andrikopoulos and Judy K. Andrikopoulos husband and wife, Shaun G. Andrikopoulos and Beatriz V. Iriondo husband and wife, and recorded in Book 75 mtg, Page 625, and in Book 75 mtg, Page 531, of the real estate records of Sublette County, Wyoming, is inferior to the easement for Conservation purposes granted to Jackson Hole Land and Trust which easement is more particularly described as:

	Sec.	Twp.	Rg.
S1/2SW1/4 and the S1/2SE1/4	14	32N	111W
N1/2SW1/4 and the E1/2NW1/4 and the NE1/4	23	32N	111W
W1/2NW1/4	24	32N	111W

Together with and subject to covenants, easements, and restriction of record.

Said mortgage/trust deed retains its priority in all respects except as provided herein.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the date set out in the acknowledgment.

(SEAL)

Farm Credit Services of America, PCA,

By _____
Brad W. Willford, Assistant Corporate Secretary

STATE OF WYOMING }
} ss
COUNTY OF Lincoln }

On this 29th day of December, 1999, before me, a Notary Public, personally appeared Brad W. Willford being by me personally known, and duly sworn, did say that he is Assistant Corporate Secretary of the corporation executing the foregoing instrument; that the seal affixed to the instrument is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its board of directors; and acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and him.

(SEAL)

My commission expires November 12, 2003

_____
Jill K. Chamberlain
Notary Public in and for said County and State

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

"REDSTONE COUNTRY CLUB COMMERCIAL ADDITION "

THIS DECLARATION of Covenants, Conditions and Restrictions regulating and controlling the use and development of certain real property is made to be effective on the 4th day of January, ~~1999~~ 2000, by REDSTONE CORPORATION, (the Declarant). Declarant, as sole owner of the real property described as Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7), Redstone Country Club Commercial Addition to the Town of Pinedale, Sublette County, Wyoming (the Property), is adopting the following Covenants, Conditions and Restrictions to preserve and to maintain the character and value of the Property for all Owners of the Property or any part thereof.

NOW THEREFORE, Declarant hereby declares that the Property shall be owned, held, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following reservations, easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the Property and be binding upon all parties having any right, title or interest in and to the Property, or any part thereof, their heirs, successors and assigns.

1. Definitions. The following terms shall carry the following definitions for purposes of this Declaration.

A. "Declarant" shall mean and refer to REDSTONE CORPORATION.

B. "Lot" shall mean and refer to any of the Lots shown on the official Plat of Redstone Country Club Commercial Addition.

C. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot.

D. "Property" shall mean and refer to that certain real property making up Redstone Country Club Commercial Addition.

E. "Tree" shall mean a canopy or evergreen tree with a trunk at least three inches in diameter at a spot one foot above ground level or a large shrub or multi-stem tree at least eight feet in height.

F. "Shrub" shall mean the size shrub normally delivered for resale in a #5 container.

G. "Screen" shall mean any approved combination of earth-berming, landscaping, solid fence, wall and/or chain link fencing with vertical inserts as approved in writing by the Committee.

E. "Committee" shall mean and refer to the committee as described in Section 6 hereinafter.

2. Design and Construction Standards. The following standards and restrictions

276669

RECORDED January 4 19 2000 10:25 A M
IN BOOK 10 Misc PAGE 482
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Jackie Pope

are applicable to the construction, remodeling, alteration and exterior refinishing of any and all structures, improvements and development on each Lot.

A. All improvements shall be of new construction built on site. Pre-cut, manufactured or modular construction shall not be allowed.

B. Exterior materials shall be new materials except for architectural detailing, which may utilize used materials (e.g., weathered logs, barn wood, etc.).

C. Copper, brass and wrought iron may remain natural. All other exposed metals shall have a dull colored finish, or shall be flat anodized or painted. The finish of any such other exposed metals shall be non-reflective earth (soil) tones. No galvanized metal shall be allowed.

D. All external surfaces shall employ earth (soil) colored tones. Glossy painted finishes shall not be allowed. Color samples, or pieces of exterior materials and roofing material to be used shall be submitted to the Committee for approval at the same time the building plans are submitted for approval.

E. The exposed fronts and street sides of all buildings shall be non-reflective. Glass windows and doors shall not be considered as being reflective. At lease 30% of the exposed fronts and street sides of all buildings shall be constructed or faced with stone, brick and/or natural wood.

F. Buildings must be completely finished on all sides.

G. All structure 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:

(i) Uniform Building Code, current edition;

(ii) National Plumbing Code, current edition;

(iii) National Electrical code, current edition;

(iv) National Fire Protective Association International;

and such State of Wyoming Safety Codes as may be applicable .

H. All buildings shall conform to the plan, both as to location and construction, as approved by the Committee.

I. Once construction is commenced on any improvement, construction must be performed diligently from the time of commencement until fully completed and construction must be completed within twelve (12) months of the commencement of construction.

3. <u>Landscape Standards.</u>

A. All landscaping shall be maintained at all times in accordance with the landscape plan submitted and approved to the Committee. All planned trees and shrubs must survive after planting or be replaced and replanted. Plants which exhibit evidence of insects, pests diseases and/or damages shall be appropriately treated and/or removed.

B. All parking, driveway or storage areas or otherwise unlandscaped open space shall be surfaced with a minimum of four inches of crushed gravel, covered with concrete

or paved. This surfacing shall be in place prior to any use of the property.

C. All grassed areas, trees and /or shrubs shall be on a buried sprinkler or drip watering system.

D. A minimum of ten percent (10%) of the total Lot shall be landscaped. Landscaping shall include a minimum of one tree and five (5) shrubs. An additional one tree and five (5) shrubs shall be required for each additional one thousand (1000) square feet (or major fraction thereof) of the required landscaped area in excess of one thousand (1,000) square feet. Shrubs may be substituted for trees at a ratio of five (5) shrubs for each tree.

E. The landscaping shall be maintained in a regular and normal manner, including weeding, irrigation, fertilizing, pruning and mowing.

F. The landscaping proposed in the approved plan shall be completed no later than eighteen months after approval by the Committee.

4. Storage / Screening Standards.

A. All rear parking lots, storage areas, loading facilities and service areas shall be screened with an approved Screen. Front parking areas for customers and employees need not be screened provided said vehicles are not left over night on the Lot.

B. No materials, supplies, equipment, vehicles or other items shall be stored outside of any building, unless capable of being entirely screened by an approved Screen from public view. With the approval of the Committee, unscreened displays of certain types of merchandise for sale or rent may be approved, subject to conditions or requirements that may be imposed by the Committee.

C. Rubbish and garbage facilities shall be screened by an approved Screen so as to not be visible from any street.

D. No materials, supplies, equipment, vehicles or other items shall be stored on a Lot, which are unrelated to the business operated thereon.

E. All used materials, parts, used tires, components or other such replaced items shall be remove from the Property on no less than a monthly basis.

F. The Committee shall, in its sole discretion, determine the adequacy of the screening required herein.

5. General Restrictions. The following general restrictions shall apply to the Property:

A. Each Lot shall be used only for commercial purposes as allowed in the C-1 Zoning District, under the Zoning Ordinance of the Town of Pinedale.

B. No noxious or offensive activity shall be carried on any Lot, 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 Lot.

E. No mining, drilling, excavation or other mineral exploration or drilling activity shall be permitted on any Lot, including removal of gravel and sand; provided that excavation for construction (including roadways) or landscape purposes is permitted.

F. No Lot shall be further subdivided.

G. The Owner of any Lot shall do all other things necessary or desirable to keep the same neat and in good order, including but not limited to periodic mowing no less than once a month during the growing season, and, in the event that any such Owner shall permit to remain upon any Lot any rubbish, debris, or trash, or fail to meet such mowing requirement, then and in each instance, the Committee, or such person or persons as the Committee may from time to time designate, may enter upon the property and shall remove the same therefrom, mow 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 in writing not less than five (5) days prior to any such entry.

H. No automobile or truck repair business shall be allowed on any Lot unless associated with a new automobile or truck sale business operated on the same Lot.

G. No trailer house or mobile home, tent, camper outbuilding or any other structures of a temporary or mobile nature, shall be placed on any Lot for any purpose except as the same may be customarily employed by contractors during the construction of permitted improvements on the subject Lot.

I. No changes in elevations of any Lot shall be made which will cause undue hardship to adjoining Lots with respect to surface runoff of water.

J. All signs must be professionally done, in harmony with the Property as a whole, of permanent installation and approved by the Committee prior to construction.

K. No livestock, poultry or other animals of any type shall be boarded, kept or maintained on the Property.

6. Existing Use of Lot Seven (7). Lot Seven (7) is presently being used as an outdoor hockey rink. The existing use may continue at its present level without any required action on the part of the present or future Owners of said Lot. Any material improvement or alteration on said Lot will require full compliance with these covenants, including but not limited to the landscaping requirement.

7. Maintenance Assessments.

A. Every person or entity who is either a record owner of a fee interest in any Lot or a contract purchaser of any Lot in the Redstone Country Club Commercial Addition 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. This obligation to pay assessments shall be appurtenant to and a lien on each Lot. The assessments levied by the Committee shall be used for the purpose of promoting the health, safety and welfare of the Owners of Lots within the Redstone Country Club Commercial Addition. Enforcement of these Covenants, Conditions and Restrictions, including reasonable attorney's fees, related costs and the indemnification of the individuals acting as the governing committee for their actions in capacity, is specifically declared to be for the health, safety and welfare of the Owners of Lots within the Redstone Country Club Commercial Addition. No assessment shall be imposed in excess of $500.00 per Lot per calendar year without the approval of a majority of the Lot Owners.

B. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to have consented to be subject to this Declaration and agrees to pay the Committee the sums assessed under A above. Each such assessment, together with interest at the rate of eighteen percent (18%), costs and reasonable attorney's fees shall also be the personal obligation of the entity or person who was the owner of such Lot at the time when the assessment became due and payable.

C. All assessments must be fixed at a uniform rate per Lot and may be collected on a monthly, annual or other interval as determined by the Committee.

D. Any assessment not paid within thirty (30) days after the due date therefor shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Committee may bring an action at law against the Owner personally obligated to pay the same, or foreclosure the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein.

8. Committee.

A. There shall be a Committee, which shall consist of three (3) members. The initial Committee shall be composed of JOHN A. SULENTA, JOHN M. SULENTA and SUSIE SULENTA. After four (4) Lots are sold by the Declarant, the Owners shall elect the members of the Committee. Each Lot shall have one vote per member of the Committee being elected regardless of the number of Owners of an individual Lot. A Lot's vote must be cast unanimously by its Owners in order for said vote to be allowed. Vacancies in the Committee caused by death, resignation or inability to act, shall be filled by appointment by the remaining member of the Committee or, if there is no remaining member, by election by the Owners. All members of the Committee once elected will serve for a two (2) year term, commencing on the day of election. A member of the Committee may be removed from the Committee upon a vote of five Lot Owners. It shall be the duty of the Committee to consider and act upon proposals, plans and specifications submitted to it from time and to perform such other duties from time to time delegated to it by the

Owners.

B. The Committee shall meet from time to time (in person, by telecommunications or other convenient method) as necessary to properly perform its duties hereunder. A vote or written consent by two (2) members shall constitute an act by the Committee.

C. No building, structure, sign, fence, remodeling or improvement of any kind shall be erected, placed, constructed or permitted on any Lot until the plans, specifications, location, exterior materials and landscaping plan have been approved in writing and a building permit has been issued by the Committee. The Committee shall exercise its discretion to issue building permits with the following objectives in mind: to carry out the general purposes expressed in this Declaration; to prevent violation of any specific provision of this Declaration; to prevent any change which would be unsafe or hazardous to any persons or property; to preserve visual continuity of the area; to assure that any change will be of good and attractive design; and to assure that materials and workmanship for all improvements are of high quality comparable to other improvements in the area. No building permit for any improvement shall be issued for a Lot until a landscaping plan has been submitted and approved by the Committee.

D. The Committee shall review the plans and specifications within thirty (30) days from the submission and determine if the proposed construction, improvements or development conforms to the requirements of these covenants. Approval, if appropriate, will be issued by a written statement from the Committee, which shall constitute the required building permit.

E. The Committee may grant a variance from the provisions of these conditions, covenants and restrictions relating to the improvements and the location of improvements, landscaping and other features of the Lots upon showing of undue hardship to the applicant if these conditions, covenants and restrictions are strictly applied.

9. Enforcement. The Committee or any Owner shall have the right to enforce, by any proceeding in law or in equity, all restrictions, conditions, covenants, easements and reservations now or hereafter imposed or granted by the provisions of this Declaration. Failure by the Committee or any Owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event that an enforcement action is brought, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with said enforcement action.

10. Duration of Restriction. All of the covenants, conditions and restrictions set forth herein shall continue and remain in full force and effect at all times against the Property and the Owners thereof, subject to the right of amendment or modification provided for below, for a term of thirty (30) years after which time they shall be automatically extended for successive period of thirty (30) years unless terminated by a

unanimous vote of the Owners of Lots.

11. Amendment. This declaration may by an instrument signed by the Owners of Five (5) Lots, which amendment shall be recorded in the office of the County Clerk of Sublette County, Wyoming.

12. Construction and Validity of Restriction. All the covenants, conditions, restrictions and reservations contained in this declaration shall be construed together, but if it should at any time be held that any one of the conditions, covenants, restrictions or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant, restriction or reservation, or any part thereof, shall be thereby effected or impaired.

13. Prior Covenants. These Covenants, Conditions and Restrictions supercede and replace those certain Covenants, Conditions and Restrictions recorded at Book 70 of Miscellaneous, Page 303, in the Office of the County Clerk, Sublette County, Wyoming. The purpose of filing these superceding Covenants, Conditions and Restrictions is to correct and clarify any discrepancy between the name shown on the official plat of the Redstone Country Club Commercial Addition and the name of the property to which these Covenants, Conditions and Restrictions apply.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal this 4th day of January, ~~1999.~~ 2000.

ATTEST:

SEAL

Secretary / Assistant Secretary

REDSTONE CORPORATION, a Wyoming Corporation:

BY: _____
President

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Declaration Of Covenants, Conditions And Restrictions Of Redstone Country Club Commercial Addition** were acknowledged before me by REDSTONE CORPORATION, a Wyoming corporation, by JOHN A. SULENTA, its President and attested to and sealed by its Secretary / Assistant Secretary, this 4th day of January, ~~1999.~~ 2000.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 12/12/2002

Susan J. Hanson - Notary Public
County of Sublette — State of Wyoming
My Commission Expires Dec. 12, 2002

488

NOTICE OF EXECUTION OF CONTRACT FOR DEED

Notice is hereby given that on January 3, 2000, Boyd E. Andersen as Trustee of the Boyd E. Andersen Living Trust dated March 17, 1995, hereinafter referred to as "Seller," and Leslie E. Andersen and Sherree Andersen, husband and wife, as tenants by the entireties, hereinafter referred to as "Purchasers, entered into and executed a Contract for Deed relating to the following described property, to wit:

Lot 2, Block 6, K & M Addition to the Town of Pinedale, Sublette County, Wyoming as the same appears of record on the official plat thereof filed in the office of the County Clerk, Sublette County, Wyoming;

Together will all improvements and appurtenances thereto appertaining; subject to covenants, reservation, reservations, and restrictions of record; subject to easements and rights of way of record or in use.

Said Contract for Deed together with a Deed and Title to the Personal Property delivered to the Purchasers upon full performance thereof are held in escrow at Bryant Law Office, P.C., Cheyenne, Wyoming.

Dated: 1-3, 2000.

SELLER:

Boyd E. Andersen TTEE

Boyd E. Andersen as Trustee of the Boyd E. Andersen Living Trust Dated March 17, 1995

PURCHASERS:

Leslie E. Andersen

Sherree Andersen

276685

1:55 P

RECORDED January 5 10 2000 M
IN BOOK 70 Misc PAGE 489
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Kathy Payne

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

On this 3RD day of JANUARY, 2000, Boyd E. Andersen, whose identity was proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he executed it.

Witness my hand and official seal.

Notary Public

My commission expires: My Commission expires Oct. 6, 2000

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

On this 3rd day of JANUARY, 2000, Leslie E. Andersen and Sherree Andersen, whose identities were proven to me on the basis of satisfactory evidence to be the persons whose name are subscribed to this instrument, personally appeared before me and acknowledged that they executed it.

Witness my hand and official seal.

Notary Public

My commission expires: My Commission expires Oct. 6, 2000

STATE OF WYOMING

COUNTY OF SWEETWATER

IN THE MATTER OF THE ESTATE OF)
) Probate No. 4167
CHARLES D. BLEVINS, SR., DECEASED.)

IN THE DISTRICT COURT

THIRD JUDICIAL DISTRICT

FILED

DEC 17 1999

ELLEN SMITH CLERK OF DISTRICT COURT

BY _____

SUPPLEMENTAL DECREE OF DISTRIBUTION OF ASSETS ON REOPENING OF ESTATE

Charles D. Blevins, Jr. one of the heirs of Charles D. Blevins, Sr., deceased, having heretofore filed herein a Petition to Reopen Estate;

And said Petition to Reopen Estate coming on this day regularly to be heard, proof having been made to the satisfaction of the Court that notice of the application has been given in the manner and for the time required by law; and the Court, being fully advised in the premises, finds:

1. Jeanne Blevins, n/k/a/ Jeanne B. Curran, the Administratrix of said estate is now deceased, having died on the 14th day of January, 1996.

2. The names and addresses of the heirs at law, devisees and unpaid creditors of said estate are as follows:

Devisees:

None

Heirs at Law:

Jean B. Curran, f/n/a Jean Blevins, Deceased
1024 Wyoming Street
Rock Springs, WY 82901

Charles D. Blevins, Jr., Petitioner
1831 Walnut
Rock Springs, WY 82901

Unpaid Creditors:

None

276689

RECORDED Jan. 6, 2000 at 4:25 p M
IN BOOK 70 Misc. PAGE 491
FEES $14.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cat Scates

3. Petitioner and said Jeanne Blevins were the only heirs at law of said estate, and each was the distributee of an undivided one-half (1/2) interest in and to all remaining property of said estate, including after discovered property, pursuant to a Decree of Final Settlement of Account and Order of distribution entered in said matter by this Court on August 12, 1954 (Exhibit A attached to the Petition filed herein and made a part thereof).

4. Thereafter it was discovered that said Charles D. Blevins, Sr., was the owner of certain mineral and mining rights which he had reserved in a Warranty Deed, dated May 19, 1950, and recorded March 6, 1951, in the office of the County Clerk of Sublette County, State of Wyoming, in Book 6 of Deeds, Page 300, to-wit:

> "The grantee does not sell but reserves for itself and assigns, all of the oil, gas and other mineral and mineral rights, whether metallic or non-metallic, in and under the lands described herein, with the perpetual right of ingress and egress to and from said land for the purpose of drilling, exploring and mining and in every way operating for

such minerals and removing the same.",

said lands located in Sublette County, State of Wyoming being described as follows, to-wit:

SE/4NE/4, N/2SE/4 and the SE/4SE/4, Section Seventeen (17), Township Thirty-three (33) North, Range One Hundred Eight (108) West of the Sixth Principal Meridian, Wyoming, according to the Original United States Land office survey, containing one hundred sixty acres (160).

A copy of said Warranty Deed is attached to the Petition filed herein and made a part thereof as Exhibit B.

5. On or about July 14, 1989, said Jeanne B. Curran created the Jeanne B. Curran Living Trust and thereafter transferred and conveyed to said trust all of her known and unknown interests in real property, including her undivided one-half interest in the above-described mineral and mining rights.

6. On November 1, 1996, Chadron DeVere Evans, trustee of the Jeanne B. Curran Living Trust, executed and delivered two Mineral Quitclaim Deeds conveying and quitclaiming to Frances Neely and Charles D. Blevins, Jr., each "an undivided one-half (1/2) interest in any and all interest of the Grantor in and to the mineral estate" in the above-described property (erroneously described therein as"Section 27" instead of "Section 17").

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the following be, and they are hereby, determined to be the heirs at law of Charles D. Blevins, Sr., deceased, and that the following mineral rights in the hereinafter described real property situate in Sublette County, Wyoming, be, and are hereby, set over to them in the proportions shown:

To: Frances Neeley an undivided one-fourth interest, and to Charles D. Blevins, Jr. and undivided three-fourths (3/4) interest in and to the above-described oil, gas and other mineral and mining rights in, under and upon the following described real property:

SE/4NE/4, N/2SE/4 and the SE/4SE/4, Section Seventeen (17), Township Thirty-three (33) North, Range One Hundred Eight (108) West of the Sixth Principal Meridian, Wyoming, according to the Original United States Land office survey, containing one hundred sixty acres (160).

Dated December 17, 1999.

JUDGE

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

Dated 12-17-99

ELLEN SMITH, Clerk of the District Court
County of Sweetwater
State Of Wyoming

By _____ Deputy

EXHIBIT B

WARRANTY DEED

STAR PRINT, GREEN RIVER

WARRANTY DEED WITH RELEASE OF HOMESTEAD

Charles D. Blevins, a single man,

grantor, of Sweetwater County, State of Wyoming, for and in consideration of Ten Dollars and other good and valuable considerations, DOLLARS in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO

Jules S. Dreyfous

grantee, of Sublette County, State of Wyoming, the following described real estate, situate in Sublette County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of said State, to-wit:

The Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4}NE\frac{1}{4}$), the North Half of the Southeast Quarter ($N\frac{1}{2}SE\frac{1}{4}$), the Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}SE\frac{1}{4}$), Section Seventeen (17), Township Thirty-three (33) North, Range One Hundred Eight (108) West of the Sixth (6th) Principal Meridian, Wyoming, according to the Original United States Land Office Survey, containing one hundred sixty acres (160), together with all water and water rights, ditch and ditch rights, reservoir and reservoir rights and the rights to the use of water, ditches and reservoirs used in commection with or appertaining to the above described lands or any of them, and together with all improvements thereon,

Reserving, however, to the grantor and his guests the right of ingress and egress upon said premises for fishing purposes only.

The grantor does not sell but reserves for itself and assigns, all of the oil, gas and other minerals and mineral rights, whether metallic or non-metallic, in and under the lands described herein. with the perpetual right of ingress and egress to and from said land for the purpose of drilling, exploring and mining and in every way operating for such minerals and removing the same.

Dated this 9th day of May, 19 50

Signed, Sealed and Delivered in Presence of

Charles D. Blevins

THE STATE OF WYOMING,
County of Sweetwater, } ss.

On this 9th day of May, 19 50, before me personally appeared Charles D. Blevins, a single man,

to be known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, including the release and waiver of the right of homestead, the said wife having been by me first fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial seal, the day and year in this certificate first above written.

Notary Public

My commission expires Dec. 15, 1953.

13421

WARRANTY DEED

Charles D. Blevins

To

Jules S. Dreyfous

THE STATE OF WYOMING,
County of Sublette } ss.

This instrument was filed for record in my office at 11:00 o'clock A. M., on the 6th day of March A. D. 19 51, and duly recorded in Book 6 of Deeds, on Page 300.

County Clerk

Fee, $1.50

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) SS.
COUNTY OF TETON)

I, Jeanette F. Landis, being first duly sworn according to law, hereby depose and say as follows:

1. I am over the age of 18 years and have personal knowledge of the matters stated herein.

2. This Affidavit of Survivorship is being made pursuant to Wyo. Stat. § 2-9-102 and § 2-9-103.

3. By Warranty Deed dated December 13, 1993 and recorded in the official records of Sublette County, Wyoming on December 15, 1993 in Book 33 of Warranty Deeds, p. 414, as Instrument No. 244597, an undivided one-half (1/2) interest in and to the following real property was conveyed to Stanley R. Landis and Jeanette F. Landis, husband and wife, as tenants by the entireties:

> Lot Seventeen (17) of the Thunder Subdivision, Sublette County, Wyoming, as the same appears on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining.
> SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.
> SUBJECT TO restrictions and covenants governing Thunder Subdivision as recorded 7/23/73 in Book 29 of Misc., Page 113 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 STREETS OR ROADS.

4. On September 24, 1999, Stanley R. Landis, in whom title to the aforesaid property was vested by virtue of and as stated in the aforesaid deed, died. A certified copy of his death certificate is attached hereto as Exhibit A.

276693

RECORDED Jan. 7, 2000 @ 9:40 A.M.
IN BOOK 70 Misc. PAGE 496
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sudon

5. Upon the death of Stanley R. Landis, the tenants by the entireties estate in the above-described real property was terminated, and title to the estate was vested in me pursuant to the right of survivorship provided in the aforesaid deed.

FURTHER AFFIANT SAYETH NOT.

Jeanette F. Landis

Jeanette F. Landis

STATE OF WYOMING)
) SS.
COUNTY OF TETON)

The foregoing Affidavit of Survivorship was acknowledged before me by Jeanette F. Landis this 23 day of December, 1999.

Witness my hand and official seal.

SEAL

NANCY Q. VAUGHN - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires Feb. 28, 2001

Nancy Q. Vaughn

Notary Public

[redacted]

05.112 REV. 6/88
EE FOR THIS
RTIFICATE $2.00)

[redacted]

TO DUPLICATE BY PH[redacted]AT OR PHOTOGRAPH

COMMONWEAL[redacted]ENNSYLVANIA
DEPARTMENT OF HEALTH VITAL RECORDS

LOCAL REGISTRAR'S CERTIFICATION OF DEATH

CERT. NO. 4281784

September 28, 1999
Date of Issue of This Certification

Name of Decedent Stanley (First) R (Middle) Landis (Last)

Sex Male Social Security No. 192-30-9408 Date of Death September 24, 1999

Date of Birth Jan 12, 1934 Birthplace Richland Twp., PA

Place of Death 217 Apple Road (Facility Name) Bucks County (County) Richland Township (City, Borough or Township) Pennsylvania

Race White Occupation Motor Coach Driver Armed Forces? (Yes or No) No

Marital Status Married Decedent's Mailing Address 217 Apple Road (Number, Street) Quakertown (City or Town) PA 18951 (State)

Informant Jeanette Landis Funeral Director Jeffrey A. Naugle

Name and Address of Funeral Establishment Jeffrey A. Naugle Funeral Home, 20 N. Ambler St., Quakertown, PA 18951

Part I: Immediate Cause — Interval Between Onset and Death

(a) Ventricular Arrhythmia

(b) Severe Cardiomyopathy

(c)

(d)

Part II: Other Significant Conditions

Manner of Death

Natural ☒ Homicide ☐
Accident ☐ Pending Investigation ☐
Suicide ☐ Could not be Determined ☐

Describe how injury occurred:

Name and Title of Certfier Gerald Pytlewski, D. O. (M.D., D.O., Coroner, M.E.)

Address 1210 S. Cedar Crest Blvd., Allentown, PA 18103

This is to certify that the information here given is correctly copied from an original certificate of death duly filed with me as Local Registrar. The original certificate will be forwarded to the State Vital Records Office for permanent filing.

Linda N. Vey
Local Registrar of Vital Records

09-106
District No.

1980 Krammes Road
Street Address

Quakertown
City, Borough, Township

September 28, 1999
Date Received by Local Registrar

CERTIFICATE OF SALE

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

276696

RECORDED Jan. 7, 2000 @ 10:10AM
IN BOOK 70 Misc. PAGE 499
FEES $20.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Siefers

HANK RULAND, of lawful age, being first duly sworn upon his oath, states and certifies as follows:

1. That he is the duly elected and acting Sheriff in and for Sublette County, State of Wyoming, and makes this Certificate of Sale in his capacity as such.

2. That a default has occurred under the terms of (a) that certain promissory note dated January 21, 1998 (the "Note"), executed and delivered by David Allan Ray, an unmarried man, to First Security Bank, N.A., and (b) that certain mortgage dated January 21, 1998 (the "Mortgage"), securing the Note, which Mortgage was executed and delivered by mortgagor, named David Allan Ray, an unmarried man, to mortgagee, named First Security Bank, N.A., and was recorded in the records of the office of the County Clerk and ex-officio Register of Deeds in and for Sublette County, State of Wyoming, on January 21, 1998, in Book 70 of Mortgages, at Page 241 (Reception No. 265455), and which Mortgage covers that certain real property described as follows, to-wit:

> Lot 5, Block 3 of the Ball First Addition to the Town of Marbleton, Sublette County, Wyoming, which has the address of 712 East 5th Street, Marbleton, Wyoming 83113.
>
> Together with all improvements thereon situate and all fixtures and appurtenances thereto.

3. That the Mortgage, together with the Note secured thereby, were assigned for value by First Security Bank, N.A. to Wyoming Community Development Authority ("Mortgagee") by the indorsement of such Note and the execution and delivery of that certain assignment of mortgage dated January 21, 1998, and recorded in the records of the office of the County Clerk and ex-officio Register of Deeds in and for Sublette County, State of Wyoming, on January 26, 1998, in Book 70 of Mortgages, at Page 272 (Reception No. 265553).

4. That no suit or proceeding has been instituted at law to recover the debt secured by the Mortgage, or any part thereof.

5. That the power of sale contained in the Mortgage having been made operative by reason of such default, Mortgagee elected to foreclose the same, and at the request and direction of Mortgagee, a written notice of the intention to foreclose the Mortgage was served upon the record owner and the party in possession of said real property at least ten (10) days prior to the commencement of the first publication of the foreclosure sale notice, as shown by the affidavit attached as **Exhibit A** hereto and by this reference made a part hereof.

6. That Mortgagee has caused publication to be made of a notice of foreclosure sale in the *Pinedale Roundup*, a newspaper published and having general circulation in Sublette County, State of Wyoming, once a week for four (4) consecutive weeks commencing with the December 9, 1999 issue of said newspaper and ending with the December 30, 1999 issue thereof; that said notice did comply in all respects with the requirements of the statutes relating to

foreclosures of mortgages by advertisement and sale; and that a copy of said notice and the publisher's affidavit of publication thereof are attached as **Exhibit B** hereto and by this reference are made a part hereof.

7. That on the date, and at the time and place, specified in said notice of foreclosure sale, to-wit: On January 7, 2000, at 10:00 o'clock in the forenoon, at the front door of the Sublette County Courthouse in the Town of Pinedale, Sublette County, State of Wyoming, the undersigned proceeded to sell the above-described real property at public auction in accordance with the notice of foreclosure sale by then and there calling for bids on said real property; and that the highest and best sum bid for said real property was the sum of $ 57,962.02, which was bid and offered by Wyoming Community Development Authority and that after soliciting and calling for other and higher bids therefor, and receiving none from those attending upon the sale, said real property was struck off and sold by the undersigned to said Wyoming Community Development for the sum of $ 57,962.02; and that the sum bid was thereupon paid and the sale of said real property was then and there completed as by law provided.

8. That the sum of $600.00 is to be paid to Brown, Drew & Massey, LLP, the attorneys for Mortgagee, as compensation for services actually rendered in the foreclosure proceeding, said attorneys having made an affidavit as required by the statutes of the State of Wyoming, a copy of said affidavit being attached as **Exhibit C** hereto and by this reference made a part hereof; and that in addition, there are necessary costs and expenses of this foreclosure in the sum of $396.24, which additional costs and expenses also are referred to in **Exhibit C** hereto.

9. That the sale of the above-described real property was made in full compliance with the provisions of the Mortgage thereby foreclosed and was in all respects conducted in conformity with the requirements of the Wyoming Statutes.

10. That said Wyoming Community Development Authority shall be entitled to a deed to the above-described real property, together with all improvements thereon situate and all fixtures and appurtenances thereto, at and upon expiration of three (3) months and thirty (30) days from and after the 7th day of January, 2000, the date of the sale, unless the property shall have been redeemed as provided by law prior to that time.

DATED at Pinedale, Sublette County, State of Wyoming, this 7th day of January, 2000.

HANK RULAND, Sheriff in and for
Sublette County, State of Wyoming

By: K. S. Winer

Print Name: K. S. Winer

Title: Deputy

500

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

The foregoing instrument was subscribed in my presence and acknowledged before me by K. S. Wonser, Deputy Sheriff of Sublette County, State of Wyoming, this 7 day of January, 2000.

Witness my hand and official seal.

Tracey L Hoover
Notary Public

My Commission Expires:

8/8/02

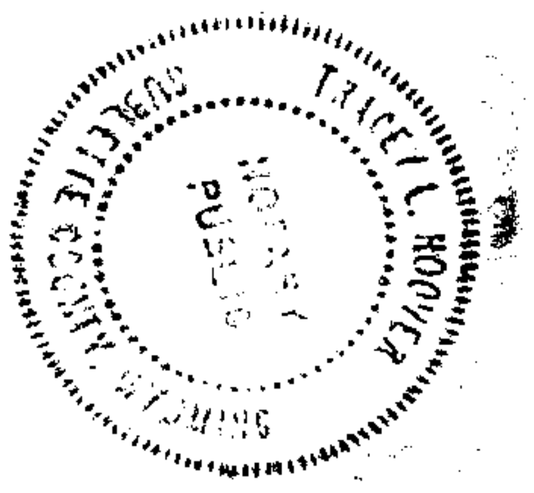


EXHIBIT A

AFFIDAVIT OF SERVICE OF WRITTEN NOTICE OF INTENT TO FORECLOSE MORTGAGE

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

DONN J. McCALL, of lawful age, being first duly sworn upon his oath, deposes and says:

1. That he is an attorney admitted generally to practice law in the State of Wyoming and is a member of the law firm of Brown, Drew & Massey, LLP, who are the attorneys representing the mortgagee of record, Wyoming Community Development Authority, in a procedure to foreclose a certain real estate mortgage dated January 21, 1998 (the "Mortgage"), and recorded in the records of the office of the County Clerk and ex-officio Register of Deeds in and for Sublette County, State of Wyoming, on January 21, 1998, in Book 70 of Mortgages, at Page 241 (Reception No. 265455), wherein David Allan Ray, an unmarried man, is the named mortgagor, and First Security Bank, N.A. is the named mortgagee [said Mortgage having been assigned for value by First Security Bank, N.A. to Wyoming Community Development Authority by that certain assignment of mortgage dated January 21, 1998, and recorded in the records of the office of the County Clerk and ex-officio Register of Deeds in and for Sublette County, State of Wyoming, on January 26, 1998, in Book 70 of Mortgages, at Page 272 (Reception No. 265553)], by advertisement and sale as provided under the provisions of Wyo. Stat. §§ 34-4-101, *et seq.* (1999). The Mortgage was foreclosed by reason of default having occurred under the terms of the note secured thereby.

2. That written notice of intent to foreclose the Mortgage by advertisement and sale has been served upon the record owner and the person in possession by certified mail, return receipt requested, mailed to the last known address of the record owner and the person in possession at least ten (10) days before commencement of the first publication of the notice of the foreclosure sale as follows:

David Allan Ray
P. O. Box 4538
Marbleton, Wyoming 83113
Certified Mail No. Z 386 246 507

David Allan Ray
712 East 5th Street
Marbleton, Wyoming 83113
Certified Mail No. Z 386 246 508

Occupant
712 East 5th Street
Marbleton, Wyoming 83113
Certified Mail No. Z 386 246 509

3. That the date of mailing of the notice of intent to foreclose the Mortgage was November 18, 1999, and the date of the first publication of the notice of foreclosure sale was December 9, 1999.

FURTHER AFFIANT SAYETH NAUGHT.

By: _____
DONN J. McCALL
Of Brown, Drew & Massey, LLP
Casper Business Center
Suite 800
123 West First Street
Casper, Wyoming 82601
(307) 234-1000

Subscribed in my presence and sworn to before me by Donn J. McCall, this 5 day of January, 2000.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:

Feb. 11, 2001

CAROLYN S. MARIEGARD - NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires 2-11-2001

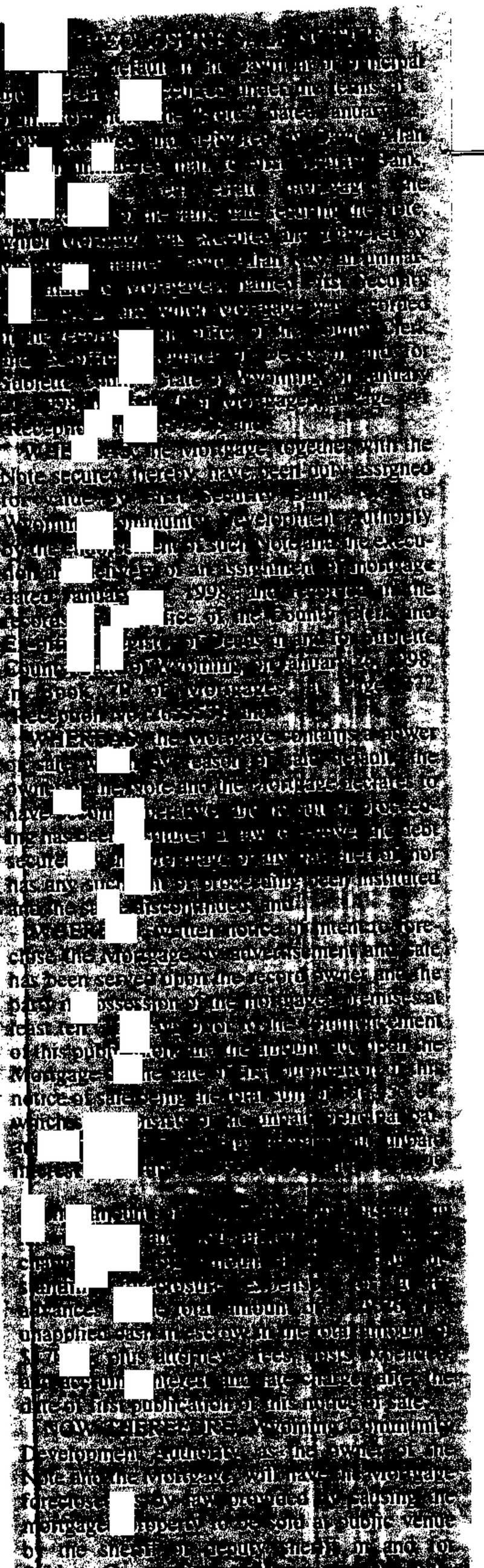


EXHIBIT "B" Brown, Drew, & Massey

PROOF OF PUBLICATION

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

I, ... Janet Montgomery ..., being first duly 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 9th day of Dec., 1999 and the last publication thereof on the 30th day of Dec., 1999.

Subscribed in my presence and sworn to before me this 30th day of Dec., 1999.

Rhonda Swain
Notary Public
My Commission expires December 3, 2003.

RHONDA SWAIN - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES DEC. 3, 2003

EXHIBIT C

AFFIDAVIT OF ATTORNEY

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

DONN J. McCALL, of lawful age, being first duly sworn upon his oath, deposes and says:

1. That he is an attorney admitted generally to practice law in the State of Wyoming and is a member of the law firm of Brown, Drew & Massey, LLP, who are the attorneys representing the mortgagee of record, Wyoming Community Development Authority, in a procedure to foreclose a certain real estate mortgage dated January 21, 1998 (the "Mortgage"), and recorded in the records of the office of the County Clerk and ex-officio Register of Deeds in and for Sublette County, State of Wyoming, on January 21, 1998, in Book 70 of Mortgages, at Page 241 (Reception No. 265455), wherein David Allan Ray, an unmarried man, is the named mortgagor, and First Security Bank, N.A. is the named mortgagee [said Mortgage having been assigned for value by First Security Bank, N.A. to Wyoming Community Development Authority by that certain assignment of mortgage dated January 21, 1998, and recorded in the records of the office of the County Clerk and ex-officio Register of Deeds in and for Sublette County, State of Wyoming, on January 26, 1998, in Book 70 of Mortgages, at Page 272 (Reception No. 265553)], by advertisement and sale as provided under the provisions of Wyo. Stat. §§ 34-4-101, *et seq.* (1999). The Mortgage was foreclosed by reason of default having occurred under the terms of the note secured thereby.

2. That Brown, Drew & Massey, LLP, as attorneys for said mortgagee, will charge said mortgagee fees totaling $600.00 as compensation for services actually rendered in the foreclosure proceeding; and that in addition, said mortgagee will be charged by Brown, Drew & Massey, LLP for necessary costs and expenses of the foreclosure sale in the sum of $396.24, which sum consists of the following:

Statutory Notice Costs	$ 66.07
Cost of Advertising Foreclosure Sale	$ 230.00
Title Services and Bankruptcy Searches	$ 52.17
Fees of Sublette County Sheriff for Conducting Foreclosure Sale and Executing Sheriff's Deed	$ 20.00
Recording Fees for Certificate of Sale and Sheriff's Deed	$ 28.00

3. That the above-mentioned fee for services rendered and the above-mentioned costs and expenses incurred in connection with the foreclosure sale shall be retained entirely by the law firm of Brown, Drew & Massey, LLP. There is no agreement, express or implied, between such attorneys and their client, nor between such attorneys and any other person not a practicing attorney of the State of Wyoming engaged with them as an attorney in this foreclosure proceeding, for any sharing or division of said fee to be added to the debt involved, and said fee when so added to the debt involved shall be only as compensation for services actually rendered in the foreclosure proceeding by an attorney admitted to practice in the State of Wyoming and residing therein.

FURTHER AFFIANT SAYETH NAUGHT.

By: _____

DONN J. McCALL
Of Brown, Drew & Massey, LLP
Casper Business Center
Suite 800
123 West First Street
Casper, Wyoming 82601
(307) 234-1000

Subscribed in my presence and sworn to before me by Donn J. McCall, this 5 day of January, 2000.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:

Feb. 11, 2001

CAROLYN S. MARIEGARD - NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires 2-11-2001

507
5/14/02 Rlsd. Bk 73 Misc. Pg. 689

LIEN STATEMENT

THIS LIEN STATEMENT is made pursuant to the provisions of Title 29, Wyoming Statutes 1977, as amended.

I. **LIEN CLAIMANT:** Bill Martin, president of M&M Construction, Inc., 264 Lost Wells Circle, Riverton, WY 82501

II **AMOUNT CLAIMED TO BE DUE AND OWING IS:** $10,695 plus accrued and accruing interest and costs of collection, including attorney fees pursuant to the parties' contract.

III. **NAME AND ADDRESS OF PERSON AGAINST WHOSE PROPERTY LIEN IS FILED:** Jeane Soumie, PO Box 177, Pinedale, WY 82941.

IV **MATERIALS DELIVERED AND/OR WORK PERFORMED:** An itemized list of the services performed and materials provided is attached as Exhibit A.

V. **NAME AND PERSON AGAINST WHOM THE LIEN CLAIM IS MADE:** Jeane Soumie, PO Box 177, Pinedale, WY 82941.

VI. **DATE WHEN LABOR WAS LAST PERFORMED OR WHEN SERVICES WERE LAST RENDERED OR DATE WHEN PROJECT OF SUBSTANTIALLY COMPLETED:** The work performed as described on the attached Exhibit A was substantially completed on December 15, 1999.

VII. **LEGAL DESCRIPTION OF THE PREMISES WHERE THE MATERIALS WERE FURNISHED OR UPON WHICH THE WORK WAS PERFORMED:**

Tract Three (3) of the Scout's View Large Tract Development, Sublette County, Wyoming, as set out on Map recorded July 16, 1996, in Book 66 of Misc., Page 149 in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming.

VIII. **STATEMENT:** Attached hereto and incorporated herein by this reference is a copy of the contract between the parties identified as Exhibit B.

DATED this 7 day of January, 2000.

M&M Construction, Inc.

BY: Bill Martin president
Bill Martin, president

VERIFICATION

The undersigned, being first duly sworn upon his oath deposes and says that he has read the foregoing, knows the contents thereof, and that it is true and accurate, to the best of his knowledge.

276758

RECORDED Jan. 11, 2000 @ 2:35 PM
IN BOOK 70 Misc. PAGE 507
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

Bill Martin

By Cathy Sexton

STATE OF WYOMING)
: ss.
COUNTY OF FREMONT)

Sworn and subscribed to before me this 7th day of January, 2000, by Bill Martin, president for M&M Construction, Inc.

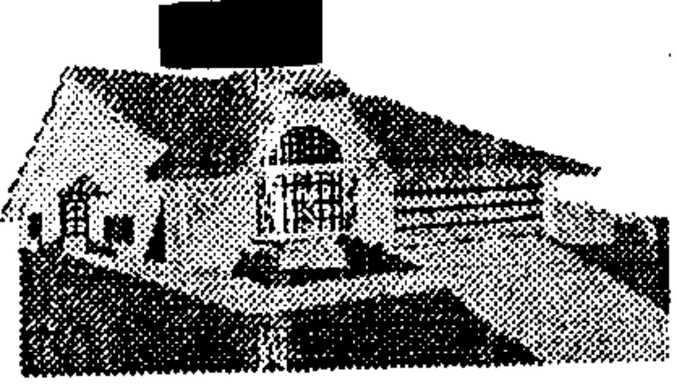
WITNESS my hand and official seal.

Notary Public
My commission expires:

CARLA J. FEGLER NOTARY PUBLIC
County of Fremont State of Wyoming
My Commission Expires Oct. 14, 2002

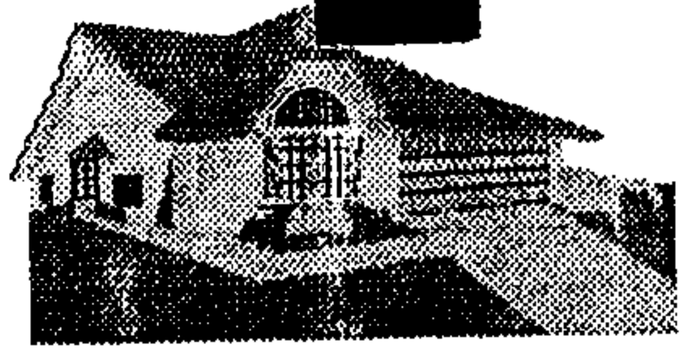
EXHIBIT A

- Meet supplier truck at job site and unload the building package.
- Rent and mobilize forklift from Riverton and unload trusses at job site.
- Return forklift.
- Mobilize and organize job site including set up job box, tools, braces, scaffolding and saw horses for construction.
- Rent and mobilize skid steer from Riverton; move materials around job site with skid steer; square building; layout posts; drill holes and begin setting posts. Precut wall girts. Return skid steer.
- Finish setting posts; plumb and brace posts; pour concrete around posts and began installing wall girts. Precut trust headers.
- Finish setting wall girts; begin setting trust headers, and set up scaffolding.



M & M CONSTRUCTION, INC.

442 8 Mile Road
Riverton, WY 82501
(307) 857-6033



PROPOSAL

Date: 9-17-99

Jeane Soumie
PO Box 177
Pinedale, WY 82941

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of:
60' x 112' Pole Barn

14' sidewalls
6"x6" treated posts, set at 8' centers, 40" in the ground in concrete.
Wall framing: 2"x4" treated mudsill, 2"x4" H.F. 36" centers (wall lats).
Roof framing: roof pitch is 3/12; engineered trusses on 8' centers with 2"x4" purlins perpendicular to trusses on 30" centers. Trusses designed for 50 lb. snow load, walls for 90 mph wind. Building designed for seismic zone 2B.
Partition wall framing: same as building framing.
Wall steel: 29 gauge colored with 1 ½" washer head screws at each rib.
Roof steel: 29 gauge galvanized.
Doors: 1 – 12'x12' uninsulated overhead door with opener; 2 – 4'0"x6'8" walk doors.
Windows: Install owner's windows.
Insulation: R-7.2 vinyl faced at walls and roof.
Skylights: install skylights every 12'.

Contractor is state licensed, insured and bonded. All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Sixty thousand, six hundred and ninety-six Dollars ($60,696.00). Payment to be made as follows: $13,429.00 down at time of signing, $28,667.00 at delivery, balance as invoiced.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance upon work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Contractor. Owner will be responsible for all permits and licenses. Interest of 24% annum, or 2% monthly, will be assessed on all balances outstanding in excess of 30 days.

Proposal may be withdrawn by us if not accepted within 10 days.

Submitted by Bill Martin president.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In the event of non-payment under this agreement, if the same is placed in the hands of an attorney for collection, then the undersigned agrees to pay all costs of collection, including a reasonable sum as attorneys' fees.

Accepted Jeane Soumie. Date 9-18-99. **Exhibit B**

RELEASE OF FIRST REFUSAL

COMES NOW MARY ANN MOLINE, f/k/a MARY ANN GOOCH, and hereby releases the real property described herein from the right of first refusal as granted and created in that certain Memorandum Of Reciprocal Rights Of First Refusal recorded 3/9/94 in the office of the Sublette County Clerk at Book 62 of Misc., Page 532, and that certain Corrective Memorandum Of Reciprocal Rights Of First Refusal recorded 11/1/95 in the office of the Sublette County Clerk at Book 65 of Misc., Page 234. The property hereby released is described as: A parcel of land located in the SE¼NW¼ and SW¼NE¼ of Section 33, T34N-R109W, 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at the southwest corner of said SW¼NE¼ (C¼ corner), monumented with a 24" long steel "T" stake;

thence N.00°51'17"W., along the east line of the Mollring Second Addition To The Town Of Pinedale, a subdivision of record in the Office of the Clerk of Sublette County in Book 66 of Miscellaneous Records on Page 37, a distance of 30.84 feet to a point monumented with a 5/8" x 24" rebar with 1½" diameter aluminum cap stamped "RIO VERDE ENG PELS 3054", said point being the southeast corner of Lot 1 of said Mollring Second Addition;

thence N.00°42'17"W., along the east line of said Lot 1, a distance of 134.15 feet, to the northeast corner of said Mollring Second Addition, monumented with a 5/8" x 24" rebar with 1½" diameter aluminum cap stamped "RIO VERDE ENG PELS 3054";

thence N.89°59'48"W., along the north line of said Mollring Second Addition, a distance of 170.01 feet to the northwest corner of said Lot 1, monumented with a 5/8" x 24" rebar with 1½" diameter aluminum cap stamped "RIO VERDE ENG PELS 3054";

thence S.89°52'57"W., along the north line of said Mollring Second Addition, a distance of 59.97 feet, to a point monumented with a 5/8" x 24" rebar with 2" diameter aluminum cap stamped "WILSON LAND SURVEYING PLS 4274", said point being identical to the northeast corner of Lot 15 of the Trails End Subdivision, a subdivision of record in the Office of the Clerk of Sublette County in Book 48 of Miscellaneous Records on Page 353;

thence S.89°56'59"W., along the north line of said Lot 15, a distance of 667.88 feet to the northeast corner of Lot 8 of said Trails End Subdivision, monumented with a 5/8" x 16" rebar with 1½" diameter aluminum cap stamped "RIO VERDE ENGR PELS 625";

thence S.89°57'44"W., along the north line of said Lot 8, a distance of 355.00 feet to a point monumented with a 5/8" x 24" rebar with 1½" diameter aluminum cap stamped "SURVEY POINT PLS 4274";

276763

RECORDED Jan. 12, 2000 @ 4:00 PM
IN BOOK 70 Misc. PAGE 511
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

thence N.00°43'15"W., along the west line of that certain tract of land identified as Parcel 6 in that document of record in the Office of the Clerk of Sublette County in Book 10 of Quit Claim Deeds on Page 660, a distance of 1061.53 feet to a point monumented with a 5/8" x 24" rebar with 1½" diameter aluminum cap stamped "SURVEY POINT PLS 4274";

thence S.84°49'02"E., along a line of said Parcel 6, a distance of 923.63 feet to a point monumented with a 5/8" x 24" rebar with 1½" diameter aluminum cap stamped "SURVEY POINT PLS 4274";

thence S.61°29'30"E., along a line of said Parcel 6, a distance of 444.41 feet to a point on the westerly right of way of Sublette County Road No. 23-119 (Willow Lake Road), being identical with the southwest corner of Lot 3 of the Stream Side Subdivision, a subdivision of record in the Office of the Clerk of Sublette County in Book 64 of Miscellaneous Records on Page 123, monumented with a 5/8" x 24" rebar with 1½" diameter aluminum cap stamped "SURVEY POINT PLS 4274";

thence N.90°00'00"E., along the south line of said Lot 3, a distance of 372.77 feet to a point monumented with a 5/8" x 24" rebar with 2" diameter aluminum cap stamped "SURVEY POINT PLS 4274";

thence N.90°00'00"E., continuing along said south line of Lot 3, a distance of 63.00 feet, more or less, to the center thread (thalweg) of channel of Pine Creek;

thence S.42°41'18"W., continuing along the thread of channel, a distance of 185.44 feet;

thence S.11°38'50"W., along the thread of the easterly channel of Pine Creek, a distance of 61.58 feet;

thence S.00°04'57"W., continuing along the thread of easterly channel, a distance of 50.98 feet;

thence S.10°03'39"E., continuing along the thread of easterly channel, a distance of 137.13 feet;

thence S.17°20'47"E., continuing along the thread of easterly channel, a distance of 127.91 feet;

thence S.30°43'42"E., continuing along the thread of easterly channel, a distance of 107.96 feet;

thence S.47°20'23"E., continuing along the thread of easterly channel, a distance of 116.69 feet;

thence S.32°58'30"E., along the thread of channel, a distance of 104.95 feet, more or less, to the north line of that certain parcel of record in said Office in

Book 25 of Warranty Deeds on Page 79;

thence S.11°10'51"E., continuing along the thread of channel and westerly line of said parcel described in Book 25 of Warranty Deeds on Page 79, a distance of 29.08 feet;

thence S.10°41'06"W., continuing along said thread and westerly line, a distance of 138.61 feet, more or less, to the south line of said SW¼NE¼;

thence S.89°56'37"W., along said south line, a distance of 579.71 feet, more or less, to the Point of Beginning;

Encompassing an area of 38.0 acres, more or less.

DATED this 3rd day of January, ~~19~~ 2000.

MARY ANN MOLINE, f/k/a MARY ANN GOOCH,

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **RELEASE OF FIRST REFUSAL** was acknowledged before me by MARY ANN MOLINE, f/k/a MARY ANN GOOCH, this 3rd day of January, ~~19~~ 2000.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

DEBI K. RULAND - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Sept. 14, 2000

VACATION AND TERMINATION OF GRANT OF RIGHTS

THE UNDERSIGNEDS, FRANK NATAROS and ANN NATAROS, husband and wife, in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree to and hereby do release and terminate all of their rights, interests and privileges granted to them in that "Grant Of Rights" document recorded September 8, 1992, in the office of the Sublette County Clerk, State of Wyoming, in Book 60 of Misc., Page 546, Instrument No. 238522.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the 29 day of December, 1999.

Frank Nataros

Ann Nataros

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me by Frank Nataros and Ann Nataros this 29th day of DECEMBER, 1999.

Notary Public

My Commission Expires:

OFFICIAL SEAL
RONALD A. MARKUS
NOTARY PUBLIC-STATE OF ARIZONA
PIMA COUNTY
My Comm. Expires June 28, 2002

OFFICIAL SEAL
RONALD A. MARKUS
NOTARY PUBLIC-STATE OF ARIZONA
PIMA COUNTY
My Comm. Expires June 28, 2002

276775

RECORDED Jan. 13, 2000 @ 1:15 PM
IN BOOK 70 Misc. PAGE 514
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Loaston

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss.
COUNTY OF LINCOLN)

I, JOHN SEDEY, being of legal age and first duly sworn, deposes and says as follows:

1. That Clara M. Sedey, the decedent mentioned in the attached certified copy of the certificate of death, is the same person as Clara M. Sedey named as one of the parties in that certain Warranty Deed dated August 14, 1973, executed by Gerald W. Davis and Glenda Davis to John Sedey and Clara Sedey, husband and wife and to the survivor as tenants by the entirety, recorded on September 5, 1973 in Book 16 Deeds at Page 498, of the Official Records of Sublette County, State of Wyoming, concerning the real property situated in the County of Sublette, State of Wyoming and described as follows:

> Lots Fifteen (15) and Sixteen (16) of the Sargent Sub-division of a portion of the SW¼SE¼ of Section 32; Township 37 North, Range 111 West of the 6th Principal Meridian, and a portion of Lot One (1) of Section 3; Township 36 North, Range 112 West of the 6th Principal Meridian, Sublette County, Wyoming, together with all improvements situate thereon, subject to the provisions of United States patents affecting said lands, and any other exception and reservation of record.

2. That I am the same John Sedey mentioned in the above referenced Warranty Deed and thereby am a person interested in the effective property or the title thereto and pursuant to §2-9-102 W.S. (1980) hereby make the death a matter of record and certify that upon the death of Clara M. Sedey, her previous estate in the property was terminated.

3. That the certified copy of the certificate of death indicates that Clara M. Sedey died on April 11, 1998 in the City of Kemmerer, County of Lincoln, State of Wyoming.

Dated this 11th day of January, 2000.

John Sedey
JOHN SEDEY

STATE OF WYOMING)
) ss.
COUNTY OF LINCOLN)

Subscribed and sworn to before me by JOHN SEDEY, this 11th day of January, 2000.

DEBRA A. HANSEN - NOTARY PUBLIC
COUNTY OF LINCOLN STATE OF WYOMING
MY COMMISSION EXPIRES 3/24/03

Debra A. Hansen
NOTARY PUBLIC

My Commission Expires: 3/24/03.

276782

RECORDED Jan. 13, 2000 @ 3:35 PM
IN BOOK 70 Misc. PAGE 515
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy

CERTIFICATE VITAL RECORD

STATE OF WYOMING

DEPARTMENT OF HEALTH

353

086360

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

1003

STATE FILE NUMBER

FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT'S NAME — FIRST: Clara | MIDDLE: M. | LAST: Sedey
2. SEX: Female
3. DATE OF DEATH (Mo., Day, Yr.): April 11, 1998
4. SOCIAL SECURITY NUMBER: 520-42-6054
5a. AGE-Last Birthday (Years): 78
5b. IF UNDER 1 YEAR — Months / Days
5c. IF UNDER 1 DAY — Hours / Minutes
6. DATE OF BIRTH (Mo., Day, Yr.): April 1, 1920
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): South Lincoln Medical Center
7c. CITY, TOWN, OR LOCATION OF DEATH: Kemmerer
7d. COUNTY OF DEATH: Lincoln
8. STATE OF BIRTH (If not in U.S.A., name country): Illinois
9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): Married
10. SURVIVING SPOUSE (If wife, give maiden name): John Sedey
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): House Wife
12b. KIND OF BUSINESS OR INDUSTRY: Home
12c. RESIDENCE — STATE: Wyoming
12d. COUNTY: Lincoln
12e. CITY, TOWN, OR LOCATION: Kemmerer
12f. STREET AND NUMBER: 1406 1st West
12g. IN CITY LIMITS? (Specify yes or no): Yes
13. WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes - if yes specify Cuban, Mexican, Puerto Rican, Etc.): No X Yes ( ) (Specify)
14. RACE - American Indian, Black, White, Etc. (Specify): White
15. DECEDENT'S EDUCATION (Specify only highest grade completed) — Elementary/Secondary (0-12): 12 | College (1-4 or 5+):

PARENTS

16. FATHER'S NAME — First: Adelino | Middle: | Last: Marchoiri
17. MOTHER'S NAME — First: Ada | Middle: | Maiden Surname: Pellegrini

INFORMANT

18a. INFORMANT NAME (Type or Print): John Sedey
18b. RELATIONSHIP TO DECEDENT: Husband
18c. MAILING ADDRESS — STREET OR R.F.D. NUMBER: 1406 1st West | CITY OR TOWN: Kemmerer, | STATE: Wyoming | ZIP CODE: 83101

DISPOSITION

19a. BURIAL, CREMATION, REMOVAL FROM STATE, OTHER (Specify): Burial
20a. DATE (Mo., Day, Yr.): April 14, 1998
21a. CEMETERY OR CREMATORY NAME: Kemmerer Cemetery
21b. LOCATION — CITY OR TOWN, STATE: Kemmerer, Wyoming
22a. PERSON IN CHARGE OF DISPOSITION (Signature): Marilee Crandall
Number: 473
22b. NAME OF FACILITY: Crandall Funeral Home
Number: 28
22c. ADDRESS OF FACILITY: Kemmerer, Wyoming

CERTIFIER

23a. To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) stated. (Signature and Title): Craig Talbot
23b. DATE SIGNED (Mo., Day, Yr.): April 13, 1998
23c. HOUR OF DEATH: 6:35 a.m. M
23d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print): Craig E Talbot
23e. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): Dr. Chris Krell M.D. Moose & Onyx Kemmerer, Wyoming 83101
23f. 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):
23g. DATE SIGNED (Mo., Day, Yr.):
23h. HOUR OF DEATH: M
23i. PRONOUNCED DEAD (Mo., Day, Yr.):
23j. PRONOUNCED DEAD (Hour): M

24a. REGISTRAR (Signature): Onyx Crandall Deputy
24b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): April 13, 1998

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.

25. IMMEDIATE CAUSE (Final disease or condition resulting in death): a. Metabolic acidosis
DUE TO (OR AS A CONSEQUENCE OF): b. Sepsis
DUE TO (OR AS A CONSEQUENCE OF): c. Urinary tract infection
DUE TO (OR AS A CONSEQUENCE OF):

Approximate Interval Between Onset and Death: a. hrs | b. 24-48 hrs | c. | d.

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

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

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

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

VR 2 89
4/94 15M

This is to certify that this is a true and correct copy of the original certificate filed with the State Registrar, State of Wyoming.

DATE ISSUED: _____

Brenda Mecham
Deputy State Registrar

VITAL RECORDS SERVICES SEAL WYOMING

THIS PAPER CONTAINS A BLUE BACKGROUND AND A MICROPRINTED BORDER — ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

516

WATER RIGHT DEED

MICHAEL W. DeWITT AND SANDRA E. DeWITT, husband and wife, grantors, for and in consideration of Ten and NO/100 ($10.00) Dollars and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, do CONVEY AND WARRANT TO **CHARLES DONALD CHRISTMANN, Trustee of the Charles Donald Christmann 1984 Trust,** grantee, whose address is P.O. Box 66, Pinedale, WY 82941, the following described property rights and water appropriations, situate in Sublette County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

All surface irrigation water and water rights and rights to the use of water as said water is attached, appropriated and appurtenant to by operation of law, custom, usage or otherwise to the following described lands and real estate situate in the County of Sublette and State of Wyoming, to-wit:

A portion of the SE1/4NE1/4, Section 8, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming;

The Grantee is hereby authorized to detach the water right from the lands herein described and change it to include any or all preferred use, as described in W.S. Section 41-3-102; also to change the point of diversion and means of conveyance of the water of said appropriation to any location that may be designated by Grantee and to file the necessary proceedings with the Wyoming State Board of Control to make these changes; and any order or Decree of the said Board of Control or confirmation of same by the Court is hereby acquiesced in by the Grantors, and it shall be binding upon the Grantors , their heirs and assigns.

The Grantors hereby waive any and all notices which may be required by law and neither they nor their successors or assigns shall, at any time in the future, file any adverse claim or institute any proceedings in law or equity attacking adversely or in an manner whatsoever, the equities, right, title or interest of any of the water rights herein referred to and for which it is hereby agreed that the Grantors have received full and adequate compensation.

DATED this 6th day of January, 2000.

Michael W. DeWitt
MICHAEL W. DeWITT

Sandra E. DeWitt
SANDRA E. DeWITT

276804

RECORDED Jan. 14, 2000 @ 3:10 PM
IN BOOK 70 Misc. PAGE 517
FEES $8.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy [illegible]

STATE OF Florida)
) ss.
COUNTY OF Duval)

The foregoing **Water Right Deed** was acknowledged before me by MICHAEL W. DeWITT and SANDRA E. DeWITT, this 6th day of January, ~~19~~ 2000

Witness my hand and official seal.

Sabrina D. Greer
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
Sabrina D Greer
My Commission CC586872
Expires Sep. 19, 2000

519

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 13th day of JANUARY, ~~19~~2000, by and between **COURTNEY W. DAVIS and SHARON K. DAVIS,** husband and wife, as Sellers, to **BASIC FLUID SERVICES, INC.,** 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 Seven (7) of the Favazzo Subdivision. No. 2, Sublette County, Wyoming as the same appears on the official map or plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds 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 covenants, conditions, restrictions and easements as recorded 10/3/67 in Book 24 of Misc., Page 417 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 P.O. Box 1556, Pinedale, WY 82941.

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

DATED this 13 day of JANUARY, ~~19~~2000.

Sellers:

COURTNEY W. DAVIS

Sharon K. Davis
SHARON K. DAVIS

DATED this 14 day of January, ~~19~~2000

Buyer: BASIC FLUID SERVICES, INC.:

ATTEST:

S E A L

BY: S H Cobb

ITS: PRESIDENT

Secretary

276805

RECORDED Jan. 14, 2000 @ 4:20 PM
IN BOOK 70 Misc. PAGE 519
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Scott

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum Of Agreement** was acknowledged before me by COURTNEY W. DAVIS and SHARON K. DAVIS, this 13th day of JANUARY, 19 2000

WITNESS my hand and official seal.

Don Tegeler - Notary Public
County of Sublette State of Wyoming
My Commission Expires December 19, 2002

Don Tegeler
NOTARY PUBLIC

My Commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum Of Agreement** was acknowledged before me by BASIC FLUID SERVICES, INC., by Steve Calderera, its (title) President, this 14th day of January, 19 2000

WITNESS my hand and official seal.

Shonda K. Sour
NOTARY PUBLIC

My Commission Expires: 6-21-2001

SHONDA K. SOUR - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES 6-21-2001

AFFIDAVIT OF RIGHT-OF-WAY AND EASEMENT CENTERLINE DESCRIPTION

WILLIAMS GAS PROCESSING COMPANY, whose address is P.O. Box 58900, Salt Lake City, UT 84158-0900, hereinafter referred to as "Affiant", is the Grantee of a Pipeline Easement Agreement identified and described as follows:

Grantor: WILLIAM DEGRAW, ET UX
Dated: JUNE 15, 1994
Recorded: AUGUST 11, 1994, BOOK 98 O&G, PAGE 246, DOC #247771

Grantor: MARJORIE IVERSON
Dated: JUNE 15, 1994
Recorded: AUGUST 11, 1994, BOOK 98 O&G, PAGE 258, DOC #247777

Grantor: WILMA GIBSON
Dated: JUNE 15, 1994
Recorded: AUGUST 11, 1994, BOOK 98 O&G, PAGE 260, DOC #247778

Grantor: FRED DEGRAW
Dated: JUNE 15, 1994
Recorded: AUGUST 11, 1994, BOOK 98 O&G, PAGE 252, DOC #247774

Grantor: ROBERT DEGRAW
Dated: JUNE 15, 1994
Recorded: AUGUST 11, 1994, BOOK 98 O&G, PAGE 254, DOC #247775

Grantor: FLOSSIE DEGRAW
Dated: JUNE 15, 1994
Recorded: AUGUST 11, 1994, BOOK 98 O&G, PAGE 248, DOC #247772

Grantor: CHARLES DEGRAW
Dated: JUNE 15, 1994
Recorded: AUGUST 11, 1994, BOOK 98 O&G, PAGE 250, DOC #247773

Grantor: MARY RUTH MARX
Dated: JUNE 15, 1994
Recorded: AUGUST 11, 1994, BOOK 98 O&G, PAGE 256, DOC #247776
SUBLETTE COUNTY, WYOMING

276840

RECORDED Jan. 18, 2000 @ 9:30 AM
IN BOOK 70 Misc. PAGE 521
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lactor

See Exhibit "A" for centerline description

Affiant states that in accordance with Wyoming Statute Section 34.1-141 (1980) the description of the herein above Right-of-Way and Easement is the surveyed centerline description.

WILLIAMS GAS PROCESSING COMPANY

BY: _____
Carol Wheat
Attorney-in-Fact

TRUNK "E"
LN-02211

ACKNOWLEDGMENT

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me by Carol Wheat, Attorney-in-Fact for Williams Gas Processing Company, this 7th day of January, 2000.

Witness my hand and official seal.

_____
Jeanne H. Young
Notary Public in and for Salt Lake County,
State of Utah

My Commission Expires: June 1, 2002

NOTARY PUBLIC
JEANNE H. YOUNG
180 East 100 South
Salt Lake City, Utah 84111
My Commission Expires
June 1, 2002
STATE OF UTAH

July 6, 1995

EXHIBIT A

WILLIAMS GAS PROCESSING
BIG PINEY GATHERING SYSTEM
TRUNK E
CROSSING A PORTION OF DEGRAW, ET AL PROPERTY
SECTION 20, TOWNSHIP 28 NORTH, RANGE 113 WEST, 6TH P.M.
SUBLETTE COUNTY, WYOMING

A strip of land 60 feet wide across a portion of Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being 40 feet Northerly and 20 feet Southerly of the following described survey line; which is the centerline of the existing 10 3/4" diameter pipeline:

Beginning at a point located in the Northeast quarter of the Northeast quarter of Section 20, said point bears South 48°13' West, a distance of 1461.0 feet from the Northeast corner of said Section 20;

Thence North 19°15' West, a distance of 270.6 feet;

Thence North 11°37' West, a distance of 526.6 feet;

Thence North 4°55' East, a distance of 40.0 feet;

Thence North 21°26' East, a distance of 115.5 feet;

Thence North 2°36' East, a distance of 40.0 feet;

Thence North 16°15' West, a distance of 17.9 feet to a point located on the North Section line of the Northeast quarter of the Northeast quarter of Section 20, said point bears Westerly, a distance of 1242.1 feet from the Northeast corner of said Section 20.

The length of the above described survey line is 1010.6 feet, or 61.249 rods, or 0.191 miles.

Dwg. No. E761.0-1
R/W No. 02211

276841

RECORDED Jan. 18, 2000 @ 9:30 AM
IN BOOK 70 Misc. PAGE 524
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

AFFIDAVIT OF RIGHT-OF-WAY AND EASEMENT CENTERLINE DESCRIPTION

WILLIAMS GAS PROCESSING COMPANY, whose address is P.O. Box 58900, Salt Lake City, UT 84158-0900, hereinafter referred to as "Affiant", is the Grantee of a Pipeline Easement Agreement identified and described as follows:

Grantor: CAROL H. JONES, INDIVIDUALLY AND AS SOLE EXEC. OF EST. OF CECIL R. JONES
Dated: MAY 3, 1994
Recorded: MAY 9, 1994, B00K 96 O&G, PAGE 464, DOC #246288, SUBLETTE COUNTY, WYOMING

See Exhibit "A" for centerline description

Affiant states that in accordance with Wyoming Statute Section 34.1-141 (1980) the description of the herein above Right-of-Way and Easement is the surveyed centerline description.

WILLIAMS GAS PROCESSING COMPANY

BY: _____
Carol Wheat
Attorney-in-Fact

LATERAL A-35
LN-02128

ACKNOWLEDGMENT

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me by Carol Wheat, Attorney-in-Fact for Williams Gas Processing Company, this 7th day of January, 2000.

Witness my hand and official seal.

_____
Jeanne H. Young
Notary Public in and for Salt Lake County,
State of Utah

My Commission Expires: June 1, 2002

NOTARY PUBLIC
JEANNE H. YOUNG
180 East 100 South
Salt Lake City, Utah 84111
My Commission Expires
June 1, 2002
STATE OF UTAH

May 11, 1994

EXHIBIT A

WILLIAMS GAS PROCESSING
BIG PINEY GATHERING SYSTEM
LATERAL "A-35"
CROSSING A PORTION OF CAROL JONES PROPERTY
SECTION 24, TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P.M.
SUBLETTE COUNTY, WYOMING

A strip of land 60 feet wide across a portion of Section 24, Township 29 North, Range 114 West, 6th P.M., Sublette County, Wyoming, being 30 feet Northerly and 30 feet Southerly of the following described survey line; Beginning at a point located on the East Range line of the Southeast quarter of the Southeast quarter of Section 24, said point bears Northerly a distance of 737.1 feet from the Southwest corner of said Section 19, Township 28 North, Range 113 West;

Thence North 67°55' West, a distance of 43.8 feet;

Thence North 89°12' West, a distance of 50.0 feet to a point located in the Southeast quarter of the Southeast quarter of Section 24, said point bears North 7°10' West, a distance of 760.5 feet from the Southwest corner of said Section 19, Township 28 North, Range 113 West.

The length of the above described survey line is 93.8 feet, or 5.685 rods, or 0.018 miles.

Dwg. No. 35A761.0-1
R/W No. 02128

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Rodney S. Bennett, Jr. and Skyline Construction Company of P. O. Box 4178, Big Piney 83113, Sublette County, Wyoming in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant, bargain, sell, transfer and deliver, unto R. S. Bennett Construction Co., Inc., of P. O. Box 4178, Marbleton 83113, Sublette County, Wyoming, the following goods and chattels to-wit:

Hanger at Big Piney Airport, 80 x 80,
located at 56 Big Piney Airport 23-176.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of December, 1999.

276857

Rodney S. Bennett, Jr.

Rodney S. Bennett, Jr., President
Skyline Construction Company

FILED Jan. 18, 2000 11:40 AM
IN BOOK 70 Misc. PAGE 526
FEES $6.00 MARY LOU COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

STATE OF WYOMING)
) ss.
COUNTY OF)

The foregoing Bill of Sale was acknowledged before me this 13th day of December, 1999, by Rodney S. Bennett, Jr.
WITNESS my hand and official seal.

BARBARA HENRY
County of Sublette
My Commission Expires 10/12/2001
Notary Public
State of Wyoming

Barbara Henry
Notary Public
My commission expires: 10/12/2001

STATE OF WYOMING)
) ss.
COUNTY OF)

The foregoing Bill of Sale was acknowledged before me this 13th day of December, 1999, by Rodney S. Bennett, Jr., President of Skyline Construction Company.
WITNESS my hand and official seal.

BARBARA HENRY
County of Sublette
My Commission Expires 10/12/2001
Notary Public
State of Wyoming

Barbara Henry
Notary Public
My commission expires: 10/12/2001

STATE OF WYOMING
GRANT OF EASEMENT
Easement No. 6227

The State of Wyoming, acting through its Board of Land Commissioners, for and in consideration of the payment of One thousand four hundred ninety-two and 92/100 dollars ($1,492.92) hereby grants and conveys to Blattland Investments, LLC, a permanent use, in the following described tract of land for non-exclusive roadway purposes only, more particularly described as follows:

All that portion of Section 36, T.36N.,R.110W., of the 6th P.M., Sublette County, Wyoming, lying between parallel right of way lines 20 feet apart, being 10 feet on each side when measured at right angles to the following described survey line, said parallel right of way lines begin on the south boundary of said Section 36 and end on the north boundary of Section 36.

The above described parcel of land contains 2.83 acres, more or less.

See attached exhibits A & B

These descriptions are based on a survey done by and under the authority of William G. Klapperich, Wyoming P.E. & L.S. No. 3054, in July of 1994.

The above described tract being more specifically shown on a plat filed in the Office of State Lands & Investments.

This roadway easement shall benefit the following described property to-wit:
Township 35 North.,Range 110 West
Section 01: NW¼

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 the above described non-exclusive roadway, 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. If required for mineral exploration, development or extraction, the grantee shall, upon written notice from the grantor, remove or relocate at its own expense the above described non-exclusive roadway.

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 the 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.

3. This easement may be transferred, however, no transfer may increase the burden on the servient estate in any manner.

4. 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 be affixed on the 17th day of December, 1999.

(Seal)

Governor, President
Board of Land Commissioners

276858

Countersigned:

Director, Secretary
Office of State Lands & Investments

RECORDED Jan. 18, 2000 @ 12:15 PM
IN BOOK 10 Misc. PAGE 527
FEES $ 10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathe Custer

Examined

[redacted] Legal Descript[redacted]
Centerline Easement

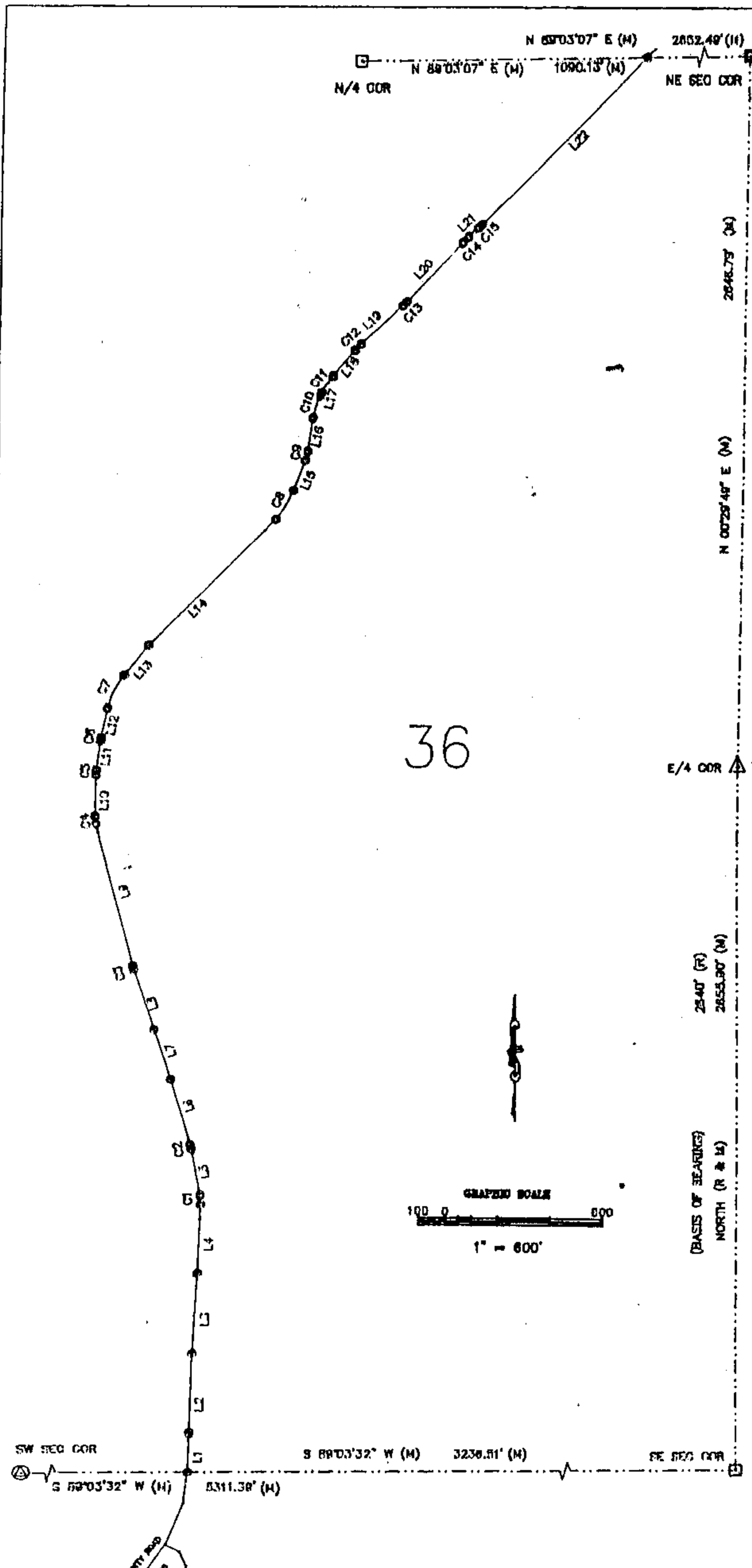
State of Wyoming
Easement No. 6227
Exhibit A

Beginning at a point on the centerline of a road which intersects the South boundary of section 36, T.36N., R.110W., of the 6th P.M., Sublete County, Wyoming, said point bears S.89°03'32"W., along the South boundary of said section 36, a distance of 3236.51 feet from the Southeast corner of same said section 36;
Thence from said Point of beginning N.02°17'09"E., a distance of 152.0 feet;
Thence N.02°13'40"E., a distance of 302.68 feet;
Thence N.03°22'12"E., a distance of 300.23 feet;
Thence N.02°20'36"E., a distance 266.54, feet to point of curve to the left;
Thence along the arc of said curve to the left, a distance of 34.60 feet to a point of tangency, said curve having a central angle of 13°12'59", a radius of 150.0 feet and a tangent length of 17.38 feet;
Thence N.10°52'22"W., a distance of 177.20 feet to a point of curve to the left;
Thence along the arc of Said Curve to the left, a distance of 18.70 feet, to a point of tangency, said curve having a central angle of 5°21'24", a radius of 200 feet and a tangent length of 9.36 feet;
Thence N.16°13'46"W., a distance of 262.35 feet;
Thence N.17°57'54"W., a distance of 197.60 feet;
Thence N.18°37'53"W., a distance of 235.44 feet, to a point of curve to the right;
Thence along the arc of said curve to the right, a distance of 15.05 feet, to a point of tangency, said curve having a central angle of 4°18'45", a radius of 200.0 feet and a tangent length of 7.53 feet;
Thence N.14°19'08"W., A distance of 553.82 feet, to a point of curve to the right;
Thence along the arc of said curve to the right, a distance of 28.66 feet, to a point of tangency, said curve having a central angle of 15°38'26", a radius of 105 feet and a tangent length of 14.42 feet;
Thence N.01°19'17" E, a distance of 157.24 feet, to a point of curve to the right;
Thence along the arc of said curve to the right, a distance of 21.31 feet, to a point of tangency, said curve having a central angle of 6°06'13", a radius of 200.0 feet and a tangent length of 10.66 feet;
Thence N.07°25'30"E., a distance of 107.47 feet, to a point of curve to the right;
Thence along the arc of said curve to the right, a distance of 11.88 feet, to a point of tangency, said curve having a central angle of 4°32'11", a radius of 150 feet and a tangent length of 5.94 feet;
Thence N.11°57'41"E, a distance of 110.69 feet, to a point of curve to the right;
Thence along the arc of said curve to the right, a distance of 139.60 feet, to a point of tangency, said curve having a central angle of 26°39'45", a radius of 300.0 feet, and a tangent length of 71.09 feet;
Thence N.38°37'26"E., a distance of 143.35 feet;
Thence N.43°51'23"E., a distance of 665.50 feet, to a point of curve to the left;
Thence along the arc of said curve to the left, a distance of 127.35 feet, to a point of tangency, said curve having a central angle of 24°19'22", a radius of 300.0 feet and a tangent length of 64.65 feet;
Thence N.19°32'01"E., a distance of 123.40 feet, to a point of curve to the left;
Thence along the arc of said curve to the left, a distance of 35.50 feet to a point of tangency, said curve having a central angle of 10°10'08", a radius of 200.0 feet, and a tangent length of 17.79 feet;

Thence N.09°21'53"E., a distance of, 121.24 feet, to a point of curve to the right;
Thence along the arc of said curve to the right, a distance of 87.03 feet to a point of tangency, said curve having a central angle of 16°37'20", a radius of 300.0 feet and a tangent length of 43.82 feet;
Thence N.25°59'13"E., a distance of 13.11 feet, to a point of curve to the right;
Thence along the arc of said curve to the right, a distance of 78.27 feet, to a point of tangency, said curve having a central angle of 14°56'57", a radius of 300.0 feet and a tangent length of 39.36 feet;
Thence N.40°56'10"E., a distance of 124.21 feet, to a point of curve to the right;
Thence along the arc of said curve to the right, a distance of 32.67 feet, to a point of tangency, said curve having a central angle of 6°14'22", a radius of 300.0 feet and a tangent length of 16.35 feet;
Thence N.47°10'31"E., a distance of 210.67 feet, to a point of curve to the left;
Thence along the arc of said curve to the left, a distance of 22.46 feet, to a point of tangency, said curve having a central angle of 4°17'22", a radius of 300.0 feet and a tangent length of 11.24 feet;
Thence N.42°53'09"E., a distance of 305.02 feet, to a point of curve to the right;
Thence along the arc of said curve to the right, a distance of 29.04 feet, to a point of tangency said curve having a central angle of 8°19'07", a radius of 200.0 feet and a tangent length of 14.54 feet;
Thence N.51°12' 16"E., a distance of 47.53 feet, to a point of curve to the left;
Thence along the arc of said curve to the left, a distance of 20.71 feet, to a point of tangency, said curve having a central angle of 5°55'56", a radius of 200.0 feet and a tangent length of 10.36 feet;
Thence N.45°16'20"E., a distance of 878.22 feet, to the point of ending which bears N.89°03'07"E., a distance of 1090.13 feet along the north boundary of said section 36 from the North quarter corner of same said section 36.

528

State of Wyoming
Easement No. 6227
Exhibit B



LEGEND

- FOUND 3 1/4" BLM TYPE BRASS CAP STAMPED BUR. OF LAND MANAGEMENT
- FOUND 2 1/2" AL. CAP STAMPED RLS4713
- FOUND 3 1/4" BLM TYPE BRASS CAP STAMPED RLS 3889
- SET 2 1/2" AL. CAP STAMPED PE&LS 3054
- INDICATES THIS SURVEY'S CENTERLINE P.C.'S, P.T.'S, OR P.I.'S THAT WERE CALCULATED AND NOT MONUMENTED.
- (R) INDICATES RECORD
- (M) INDICATES MEASURED THIS SURVEY

CERTIFICATE OF SURVEYOR/ ENGINEER'S STATEMENT

STATE OF WYOMING)
S.S.
COUNTY OF SUBLETTE)

WILLIAM G. KLAPPERICH STATES THAT HE IS BY OCCUPATION A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR EMPLOYED BY ANN W. DANNER AND LINDA LOHSE TO MAKE A SURVEY OF THE CENTERLINE FOR A ROAD EASEMENT THROUGH SEC.36, T.30N., R.110W., OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING AS DESCRIBED AND SHOWN ON THIS PLAT, THAT THE SURVEY OF SAID WORK WAS MADE BY HIM AND UNDER HIS AUTHORITY ON THE 1ST DAY OF JULY, 1994, AND THAT SUCH SURVEY IS ACCURATELY REPRESENTED UPON THIS PLAT.

Registered Engineer & Land Surveyor
William G. Klapperich
3054
WYOMING

STATE OF WYOMING)
S.S.
COUNTY OF SUBLETTE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM G. KLAPPERICH THIS _____ DAY OF _____, 1994.

WITNESS MY HAND AND OFFICIAL SEAL _____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	N 02°17'09" E	152.00'
L2	N 02°13'40" E	302.68'
L3	N 03°22'12" E	300.23'
L4	N 02°20'36" E	286.54'
L5	N 10°52'22" W	177.20'
L6	N 16°13'48" W	262.35'
L7	N 17°57'54" W	197.80'
L8	N 16°37'53" W	235.44'
L9	N 14°18'06" W	553.82'
L10	N 01°19'17" E	157.24'
L11	N 07°25'30" E	107.47'
L12	N 11°57'41" E	110.69'
L13	N 36°37'26" E	143.35'
L14	N 43°51'23" E	665.50'
L15	N 19°32'01" E	123.40'
L16	N 09°21'03" E	121.24'
L17	N 25°59'13" E	13.11'
L18	N 40°36'10" E	124.21'
L19	N 47°10'31" E	210.67'
L20	N 42°33'09" E	305.02'
L21	N 51°12'16" E	47.53'
L22	N 45°16'20" E	878.22'

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	150.00'	34.60'	17.39'	34.52'	N 04°15'53" W	13°12'59"
C2	200.00'	18.70'	9.36'	18.69'	N 13°33'04" W	05°21'24"
C3	200.00'	16.05'	7.53'	16.05'	S 16°28'31" E	04°18'45"
C4	103.00'	28.66'	14.42'	28.57'	S 06°29'56" E	15°38'26"
C5	200.00'	21.31'	10.66'	21.30'	S 04°22'24" W	06°06'13"
C6	150.00'	11.89'	5.94'	11.87'	S 09°41'35" W	04°32'11"
C7	300.00'	139.60'	71.09'	138.35'	S 25°17'33" W	26°39'45"
C8	300.00'	127.35'	64.65'	126.40'	N 31°41'42" E	24°19'22"
C9	200.00'	35.50'	17.79'	35.45'	N 14°26'57" E	10°10'05"
C10	300.00'	87.03'	43.82'	86.73'	S 17°40'33" W	16°37'20"
C11	300.00'	78.27'	39.36'	78.05'	S 33°27'41" W	14°56'57"
C12	300.00'	32.67'	16.35'	32.65'	S 44°03'20" W	06°14'22"
C13	300.00'	22.46'	11.24'	22.45'	N 45°01'50" E	04°17'22"
C14	200.00'	29.04'	14.54'	29.01'	S 47°02'42" W	08°19'07"
C15	200.00'	20.71'	10.36'	20.70'	N 48°14'16" E	05°55'56"

PLAT TO ACCOMPANY APPLICATIONS FOR EASEMENT FROM

BOARD OF LAND COMMISSIONERS

STATE OF WYOMING

FOR

ANN W. DANNER
&
LINDA LOHSE

SEC. 36, T.30.N., R.110W.,
OF THE 6TH P.M.
SUBLETTE COUNTY, WYOMING

RIO VERDE ENGINEERING PINEDALE, WYOMING JO 2018 7/19/94

[redacted]

USA

USA

S.14 | S.13
S.23 | S.24

3. THE [redacted] SETBACK REQUIREMENT FOR PROPER[redacted] A-1 IS 50 FEET FROM ALL LOT AND RIGHT-OF-WAY LINES.

4. THE DIMENSIONS SHOWN ON THIS PLAT ARE RECORD DIMENSIONS NO FIELD SURVEY WAS CONDUCTED AND NO MONUMENTS WERE FOUND OR SET. TRACT BOUNDARIES ARE TO BE THE ALIQUOT LAND LINES.

5. SELLER DOES NOT WARRANT TO PURCHASER THAT HE HAS ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE HOMESTEAD LARGE TRACT DEVELOPMENT.

6. WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS WITH REGARD TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER FOR PERSO LIVING ON THE BANKS OF THE STREAM OR RIVER.

7. WATER RIGHTS ON THE LANDS WILL BE CONTINUED TO BE USED IN THE HISTORICAL MANNER.

8. EASEMENT FOR ACCESS HAS BEEN GRANTED AND WILL BE RECORDED AT THE TIME OF PLAT RECORDATION.

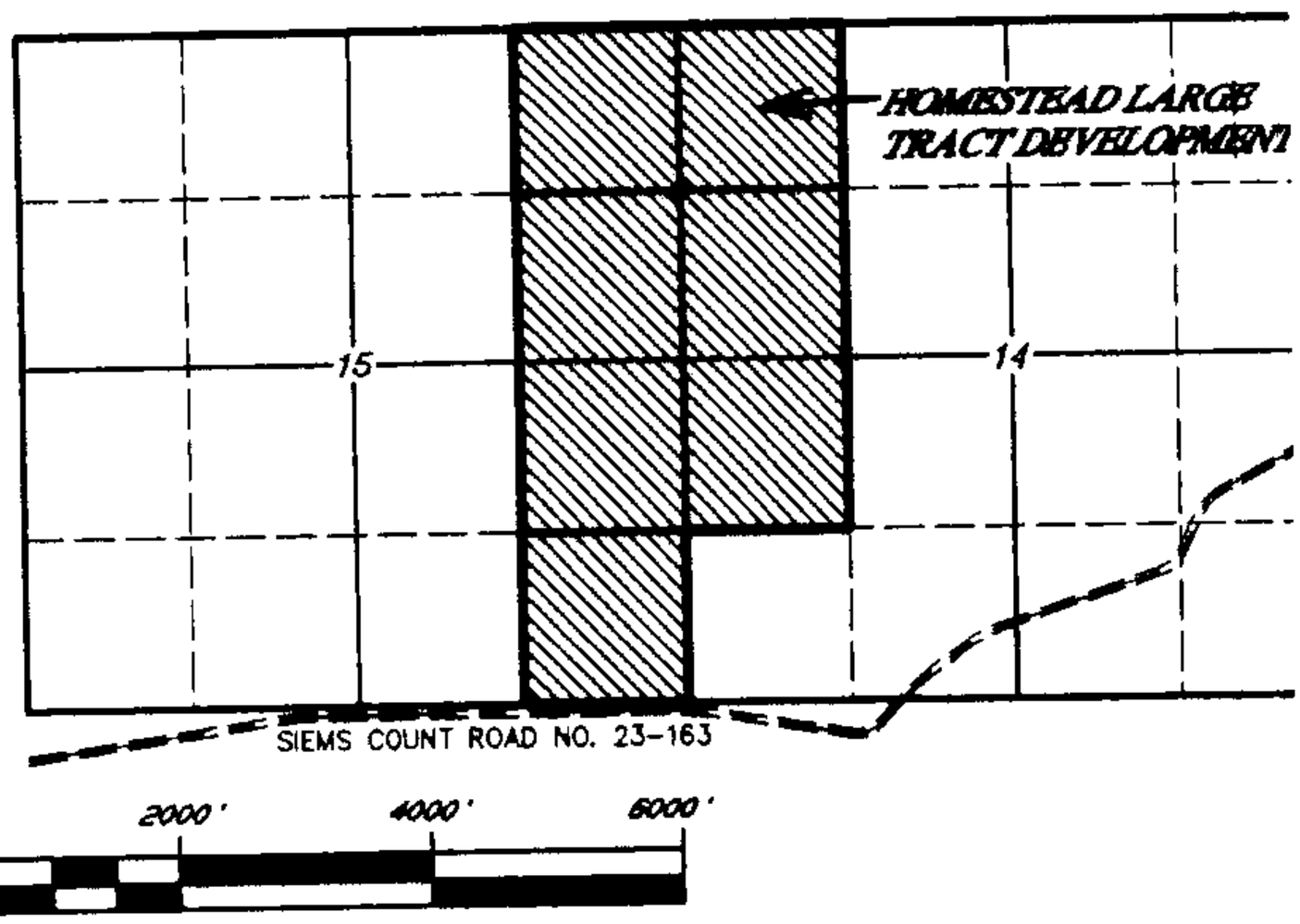
9. THERE ARE NO ENCUMBRANCES OF RECORD NOTED.

LEGEND

□ INDICATES A CORNER RECORD ON FILE IN THE OFFICE OF THE CLERK O SUBLETTE COUNTY.

——— INDICATES TRACT BOUNDARY LINE.

T35N R113W



SCALE: 1" = 2000'

LOCATION MA

TEM
ADS
)

276862

RECORDED Jan. 15, 2000 @ 2:15PM
IN BOOK 70 Misc. PAGE 530
FEES $ 50.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Sadoo

PLAT OF HOMESTEAD LARGE TRACT DEVELOPMENT WITHIN E1/2E1/2 SECTION 15 W1/2NW1/4, NW1/4SW1/4 SECTION 14 T35N R113W SUBLETTE COUNTY, WYOMING

SS EASEMENT
NTY REVIEWS

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AFFIDAVIT

State of Florida)

County of Brevard) ss…

COMES now, Sally B. Freeman, whose address is 37 Little John Lane, Rockledge, Florida 32955, who, being duly sworn on oath according to law, does hereby make the following statement of facts and affirm:

1. That she is the owner of the lands within the Homestead Large Tract Development within E½E½, Section 15 and W½NW¼, NW¼SW¼, Section 14, T35N, R113W, Sublette County, Wyoming.
2. That she has reviewed the final plat of said Homestead Large Tract Development.
3. That she has read and understands the provisions of the Certificate of Owner thereon and the implications thereof.
4. That this affidavit is signed in the stead of and with the same effect as if the original mylar plat of said Large Tract Development as recorded in the Office of the Clerk of ~~Teton~~ Sublette County were manually signed.

Sally B. Freeman
Sally B. Freeman, a single person

The foregoing instrument was acknowledged before me by Sally B. Freeman, this 9th day of November, 1999.

Witness my hand and official seal.

Glenn T. Sundin

Notary Public My commission expires:

poinsett.des p.8

Glenn T Sundin
My Commission CC655463
Expires June 15, 2001

276863

RECORDED Jan. 18, 2000 @ 2:15pM
IN BOOK 70 Misc PAGE 531
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Lester

GRANT OF EASEMENT

RECORDED Jan. 18, 2000 @ 2:25 PM
IN BOOK 70 Misc. PAGE 532
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

KNOW ALL MEN BY THESE PRESENTS: 276864

That William Meredith Barney, Jr. and Ann Welles Barney, husband and wife, grantors of Box 10, Big Piney, County of Sublette, State of Wyoming, the party of the first part, for and in consideration of $5,000.00, receipt of which is hereby acknowledged, has granted and conveyed, and does by these presents grant and convey unto Sally B. Freeman, a single person, of 37 Little John Lane, Rockledge, Florida 32955, her successors, administrators, heirs, personal representatives and assigns forever, grantee, the party of the second part, an Easement for a right-of-way to place, construct, operate, repair, maintain a roadway including the placement of utilities, through, across, and upon the following described property of the party of the first part, located in Sublette County, Wyoming, to-wit:--

1. The north sixty and sixteen one hundreths (60.16) feet of the east sixty (60) feet of the NE¼NE¼ of Section 22, T35N, R113W and;

2. A strip of land sixty (60) feet in width being part of the NE¼NE¼ of Section 22, T35N, R113W, with the center-line described as follows:

BEGINNING at a point on the north line of said NE¼NE¼, S89°-36.5'E, 180, more or less, feet from the northwest corner of said NE¼NE¼ found as described in the Corner Record filed in the Office of the Clerk of Sublette County;

thence S00°-23.5'W, 60 feet, more or less, to the center-line of the Siems County Road No. 23-163 as depicted upon the official plat for the said County Road filed in said Office;

and it is noted that this description is intended to be identical with the extant roadway from said County Road to the buildings lying and being situate in the SE¼SE¼ of Section 15, T35N, R113W;

The easement granted by this instrument is for the benefit of, is appurtenant to, and run with the attached described real property, or any portion of such property described as follows:

To-wit:-- T35N, R113W Sublette County, Wyoming
Section 15 -- E½E½
Section 14 -- W½NW¼, NW¼SW¼

the intent of this easement is to provide access from the Siems County Road No. 23-163 to the foregoing lands;

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

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

Hereby waiving and releasing all rights under and by viture of the homestead exemption laws of the State of Wyoming;

Witness our hands on the date indicated below.

William Meredith Barney, Jr.

Ann Welles Barney

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by William Meredith Barney, Jr. and Ann Welles Barney this 13th day of January, 2000 ~~1999~~

Witness my hand and official seal.

Notary Public

PAUL N. SCHENBEL — NOTARY PUBLIC
County of Sublette — State of Wyoming
My commission expires: My Commission Expires 29 April 2000

misc. barney

RELEASE OF EASEMENT

I, **SALLY B. FREEMAN**, a single person, Grantor, for and in consideration of Ten Dollars ($10.00), in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, for herself, her heirs, successors and assigns, does hereby release, convey, relinquish all right to, and forever quitclaim to, **MELVIN M. DAVID AND TONI ANNETTE DAVID**, husband and wife, Grantees, all right, title and interest arising from that certain Easement recorded in Book 57 of Miscellaneous at Page 706 and more particularly described as follows:

I. PURPOSE:

The purpose of this Release of Easement is to release any and all claims, rights or interest whatsoever by Grantor, her heirs, successors and assigns, arising by virtue of that certain Easement recorded at the Office of the Sublette County Clerk in Book 57 of Miscellaneous at Page 706 and ownership of any equipment and (or) materials associated with the existing well and water pipeline located on and under said easement.

II: DESCRIPTION:

The easement includes a parcel of land located in the SE1/4SW1/4 and the SW1/4SE1/4 of Section 15, Township 35 North, Range 113, West of the 6th P.M., Sublette County, Wyoming more particularly described as follows:

A circular parcel of ground twenty (20) feet in circumference have as its center a point which is located by commencing at the southeast corner of the aforesaid SE1/4SW1/4 and proceeding westerly along the south boundary of said SE1/4SW1/4 approximately 523 feet, thence northerly a distance of approximately 544 feet to the said center point;

Together with a parcel of land twenty (20) feet in width having as its center line the above described center point; thence easterly a distance of approximately 244 feet; thence southerly a distance of approximately 150 feet; thence easterly to a point of intersection on the east boundary of the aforesaid SW1/4SE1/4; said point of intersection being located approximately 667 feet northerly from the southeast corner of said SW1/4SE1/4;

The center point and center line described herein are an existing well and water line respectively and it is the intent of the parties to describe the actual location of said well and water line. In the event the actual location of the water well and water line shall vary from the metes and bounds description of the center point and center-line described above the actual location shall control.

III. ASSOCIATED EQUIPMENT AND MATERIALS:

Any equipment and material associated with the aforementioned well and water pipeline above the ground and below the ground of the

276866

RECORDED Jan. 18, 2000 at 3:20 PM
IN BOOK 70 Misc. PAGE 533
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

easement described above shall become the property of the Grantees. All equipment and material on or under the below described DOMINATE ESTATE, remain under ownership and control of the Grantor.

IV. DOMINATE ESTATE:

The dominate estate described herein consists of the following lands:

T. 35 N., R. 113 W., of the 6th P.M., Sublette County, Wyoming:

Section 14: W1/2NW1/4, NW1/4SW1/4
Section 15: E1/2E1/2

WITNESS MY HAND this 14 day of January, 2000.

Sally B. Freeman
Sally B. Freeman

STATE OF Florida)
) ss.
COUNTY OF Brevard)

The foregoing ***Release of Easement*** was acknowledged before me by Sally B. Freeman, this 14th day of January, 2000.

WITNESS MY HAND AND OFFICIAL SEAL

Glenn T. Sundin
NOTARY PUBLIC

My commission Expires:

Glenn T Sundin
My Commission CC655463
Expires June 15, 2001

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE)
)
OF THOMAS WADE DENT, a/k/a)
THOMAS W. DENT,)
)
Deceased.)

PROBATE NO. 1712

FILED

NOV 23 1999

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYOMING
BY

DECREE ESTABLISHING RIGHT AND TITLE TO REAL PROPERTY

SHELLY DENISE DENT, the surviving spouse of the decedent, THOMAS WADE DENT, a/k/a THOMAS W. DENT, 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 SHELLY DENISE DENT is entitled to the entry of the Decree as requested.

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

1. That SHELLY DENISE DENT be and hereby is awarded all of the right and title of THOMAS WADE DENT, a/k/a THOMAS W. DENT, deceased, in and to the following real property:

Township 30 North, Range 111 West of the 6th P.M., Sublette County, Wyoming;

Section 14: SW1/4NE1/4;

TOGETHER WITH all improvements and appurtenances thereunto appertaining;

2. Any and all other real property owned by THOMAS WADE DENT, a/k/a THOMAS W. DENT, deceased, at the time of his death, wheresoever located.

DATED this 22nd day of Nov, 1999.

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

NANCY GUTHRIE
District Court Judge

276878
RECORDED Jan 19, 2000 @ 3:45 PM
IN BOOK 70 Misc PAGE 535
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By

FIRST SUPPLEMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SEVEN MILE RIVER RANCH

This First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions is made to be effective upon recording hereof with the Sublette County Clerk, by the undersigned, who represent at least two-thirds (2/3) of the Parcel Owners of that certain real property more particularly described on Exhibit "A" attached hereto ("Seven Mile River Ranch").

WHEREAS, the Declarant recorded the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch on November 10, 1998 in Book 69 Misc., page 112 et seq. in the records of the Sublette County Clerk which regulates the use of Seven Mile River Ranch (the "Declaration"); and

WHEREAS, Section 14 of the Declaration provides that, during the first twenty (20) year period after Declarant sells two-thirds (2/3) of the Parcels, the Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Parcel Owners; and

WHEREAS, the undersigned represent at least two-thirds (2/3) of the Parcel Owners of the Property subject to the Declaration; and

WHEREAS, the undersigned Parcel Owners desire to amend certain provisions of the Declaration.

NOW, THEREFORE, the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch is hereby supplemented and amended as follows:

276885

RECORDED Jan. 20, 2000 @ 8:35 AM
IN BOOK 70 Misc. PAGE 536
FEES $14.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lacke

1. Section 4. C. of the Declaration is hereby amended and restated to read as follows:

C. Annual Budget. The Board shall prepare an annual budget estimate for Common Services and administration of the Association and shall fix the amount of the regular and fishing assessments based upon its estimate. Notwithstanding the above, the annual fishing assessment for each rod reserved in favor of Declarant under Section 10 hereof shall be an amount equal to twenty-five percent (25%) of the regular and fishing assessments (exclusive of special assessments for capital improvements) for each Parcel.

2. Section 4. F. of the Declaration is hereby amended and restated to read as follows:

F. Uniform Rate of Assessment. Except as otherwise expressly provided herein, all assessments must be fixed at a uniform rate for all Parcels and may be collected on an annual or other regular interval determined by the Board.

3. Section 10. A. of the Declaration is hereby amended and restated to read as follows:

A. *Fishing.* Failer Creek, the Green River and Poole Slough represent fishing resources which shall be available to all of the Owners subject to reasonable rules and regulations which may be promulgated from time to time by the Association. The Property shall be managed in a manner consistent with the preservation and enhancement of the fishing resources. Declarant, and its assigns, shall have the equivalent of six (6) rods to fish Failer Creek, the Green River and Poole Slough in accordance with the regulations promulgated by the Association; each such rod shall be entitled to five (5) guest days. Each Parcel shall have the equivalent of four (4) rods to fish Failer Creek, the Green River and Poole Slough in accordance with the regulations promulgated by the Association; each such rod shall be entitled to five (5) guest days.

4. Section 14. of the Declaration is hereby amended and restated to read as follows:

14. Amendment. This Declaration may be amended (i) by Declarant until such time as two-thirds (2/3) of the Parcels are sold by Declarant, (ii) during the first twenty (20) year period thereafter by an instrument signed by not less than two-thirds (2/3) of the Parcel Owners, and (iii) thereafter, by an instrument signed by not less than a majority of the Parcel Owners, which amendment(s) shall be recorded in the office of the County Clerk of Sublette County, Wyoming. Notwithstanding the foregoing, Section 11 may not be amended without the written consent of the owner of Parcel 2. Furthermore, the Declarant's fishing rights set forth in Section 10 may not be amended without the written consent of Declarant and the holders of its six (6) rod rights.

The foregoing First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch may be signed by the Parcel Owners on multiple signature pages attached hereto.

This signature page is attached to and a part of the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch

SEVEN MILE RIVER RANCH LLC, a
Wyoming limited liability company

BY: Panther LLC, a Wyoming
limited liability company, its
Authorized Member

BY: Cora Capital LLC, a Wyoming
limited liability company, its
Manager

BY: _____
Ronald D. Saypol, Manager

STATE OF Wyoming)
) ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Ronald D. Saypol before me and to me known to be the person who executed the foregoing as Manager of Cora Capital LLC, a Wyoming limited liability company, Manager of Panther LLC, a Wyoming limited liability company, Authorized Member of Seven Mile River Ranch LLC, a Wyoming limited liability company, and acknowledged that he executed the foregoing as such Manager in the name of and for and on behalf of the said company, this 22 day of November, 1999.

Witness my hand and official seal.

JANELL M. OTTOBRE - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires 8-4-01

_____
Notary Public

My Commission Expires: 8-4-01

This signature page is attached to and a part of the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch

PARCEL 1:

SEVEN MILE RIVER RANCH LLC, a
Wyoming limited liability company

BY: Panther LLC, a Wyoming limited liability company, its Authorized Member

BY: Cora Capital LLC, a Wyoming limited liability company, its Manager

BY: _____
Ronald D. Saypol, Manager

STATE OF Wyoming)
) ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Ronald D. Saypol before me and to me known to be the person who executed the foregoing as Manager of Cora Capital LLC, a Wyoming limited liability company, Manager of Panther LLC, a Wyoming limited liability company, Authorized Member of Seven Mile River Ranch LLC, a Wyoming limited liability company, and acknowledged that he executed the foregoing as such Manager in the name of and for and on behalf of the said company, this 29 day of December, 1999.

Witness my hand and official seal.

JANELL M. OTTOBRE - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires 8-4-01

_____
Notary Public

My Commission Expires: 8-4-01

This signature page is attached to and a part of the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch

PARCEL 2:

POOLE SLOUGH PARTNERS LLC, a Wyoming limited liability company

BY: _____
Its Authorized Member

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ _____, as Authorized Member of Poole Slough Partners LLC, a Wyoming limited liability company, this ____ day of _____, _____.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:

See attached Clause

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Diego } ss.

On Dec. 22. 1999 (Date), before me, Cheryl Rubio notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Robert C. Sarver (Name(s) of Signer(s)),

☒ personally known to me
☐ 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 Public

CHERYL RUBIO
Commission # 1173300
Notary Public - California
Ventura County
My Comm. Expires Feb 9, 2002

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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This signature page is attached to and a part of the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch

PARCEL 3:

SEVEN MILE RIVER RANCH LLC, a
Wyoming limited liability company

BY: Panther LLC, a Wyoming
limited liability company, its
Authorized Member

BY: Cora Capital LLC, a Wyoming
limited liability company, its
Manager

BY: _____
Ronald D. Saypol, Manager

STATE OF Wyoming)
) ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Ronald D. Saypol before me and to me known to be the person who executed the foregoing as Manager of Cora Capital LLC, a Wyoming limited liability company, Manager of Panther LLC, a Wyoming limited liability company, Authorized Member of Seven Mile River Ranch LLC, a Wyoming limited liability company, and acknowledged that he executed the foregoing as such Manager in the name of and for and on behalf of the said company, this 29 day of December, 1999.

Witness my hand and official seal.

JANELL M. OTTOBRE - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires 8-4-01

_____
Notary Public

My Commission Expires: 8-4-01

This signature page is attached to and a part of the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch

PARCEL 4:

PALICE INVESTMENT LOT #4, L.L.C., a Wyoming limited liability company

BY: _____
its

STATE OF Arizona)
) ss
COUNTY OF Pima)

The foregoing instrument was acknowledged before me by Paul L. Baker as Managing Member of Palice Investment Lot #4, L.L.C., a Wyoming limited liability company, this 6th day of December, 1999.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: 6/10/02

OFFICIAL SEAL
LILLIAN I. YOUNG
NOTARY PUBLIC
Pima Co., Arizona
My Comm. Exp. June 10, 2002

This signature page is attached to and a part of the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch

PARCEL 5:

SEVEN MILE RIVER RANCH LLC, a Wyoming limited liability company

BY: Panther LLC, a Wyoming limited liability company, its Authorized Member

BY: Cora Capital LLC, a Wyoming limited liability company, its Manager

BY: _____
Ronald D. Saypol, Manager

STATE OF Wyoming)
) ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Ronald D. Saypol before me and to me known to be the person who executed the foregoing as Manager of Cora Capital LLC, a Wyoming limited liability company, Manager of Panther LLC, a Wyoming limited liability company, Authorized Member of Seven Mile River Ranch LLC, a Wyoming limited liability company, and acknowledged that he executed the foregoing as such Manager in the name of and for and on behalf of the said company, this 29 day of December, 1999.

Witness my hand and official seal.

JANELL M. OTTOBRE - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires 8-4-01

_____
Notary Public

My Commission Expires: 8-4-01

This signature page is attached to and a part of the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch

PARCEL 6:

Lawrence G. Finch Trustee

LAWRENCE G. FINCH, Trustee of the Lawrence G. Finch and Janice C. Finch Revocable Trust dated March 31, 1983

Janice C. Finch

JANICE C. FINCH, Trustee of the Lawrence G. Finch and Janice C. Finch Revocable Trust dated March 31, 1983

STATE OF California)
) ss
COUNTY OF San Mateo)

The foregoing instrument was acknowledged before me by LAWRENCE G. FINCH and JANICE C. FINCH, Trustees of the Lawrence G. Finch and Janice C. Finch Revocable Trust dated March 31, 1983 this 9th day of December, 1999.

Witness my hand and official seal.

Marilyn G Stallings
Notary Public

My Commission Expires:
9/5/02

MGCT MARILYN G. STALLINGS MGCT
COMM. # 1195655
NOTARY PUBLIC-CALIFORNIA
SAN MATEO COUNTY
COMM. EXP. SEPT. 5, 2002

This signature page is attached to and a part of the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch

PARCEL 7:

GORDON E. MOORE, Trustee of the
Gordon E. Moore and Betty I. Moore
Trust dated October 9, 1973

BETTY I. MOORE, Trustee of the
Gordon E. Moore and Betty I. Moore
Trust dated October 9, 1973

STATE OF Hawaii)
) ss
COUNTY OF Hawaii)

The foregoing instrument was acknowledged before me by GORDON E. MOORE and BETTY I. MOORE, Trustees of the Gordon E. Moore and Betty I. Moore Trust dated October 9, 1973, this 10th day of January, 2000.

Witness my hand and official seal.

Notary Public
Dale B. Wilson

My Commission Expires:
July 5, 2002

This signature page is attached to and a part of the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch

PARCEL 8:

MARK LEWIS FELDMAN, as Trustee of
the Mark and Marcie Feldman Trust
U/T/A dated December 2, 1987

MARCIE BETH FELDMAN, as Trustee
of the Mark and Marcie Feldman Trust
U/T/A dated December 2, 1987

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

The foregoing instrument was acknowledged before me by MARK LEWIS FELDMAN and MARCIE BETH FELDMAN, as Trustees of the Mark and Marcie Feldman Trust U/T/A dated December 2, 1987, this 8th day of DECEMBER, 1999.

Witness my hand and official seal.

Notary Public

My Commission Expires: MARCH 14, 2002

ELISA B. EVASCO
Commission # 1176269
Notary Public - California
Los Angeles County
My Comm. Expires Mar 14, 2002

This signature page is attached to and a part of the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch

PARCEL 9:

James C. Flood
JAMES C. FLOOD

STATE OF California)
) ss
COUNTY OF San Francisco)

The foregoing instrument was acknowledged before me by JAMES C. FLOOD this 7th day of December, 1999.

Witness my hand and official seal.

Anita O. Cruz
Notary Public

My Commission Expires:

Sept., 24, 2000

ANITA O. CRUZ
Commission # 1099854
Notary Public - California
San Francisco County
My Comm. Expires Sep 24, 2000

This signature page is attached to and a part of the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch

PARCEL 11:

LEWIS W. COLEMAN

STATE OF California)
) ss
COUNTY OF San Francisco)

The foregoing instrument was acknowledged before me by LEWIS W. COLEMAN this 9 day of December, 1999.

Witness my hand and official seal.

Notary Public

My Commission Expires: May 16, 2003

KEVIN R. SLIGHT
Commission # 1219855
Notary Public - California
San Francisco County
My Comm. Expires May 16, 2003

This signature page is attached to and a part of the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch

PARCEL 11:

Kenneth F. Siebel
KENNETH F. SIEBEL

STATE OF CALIFORNIA)
) ss
COUNTY OF MARIN)

The foregoing instrument was acknowledged before me by KENNETH F. SIEBEL this 8TH day of DECEMBER, 1999.

Witness my hand and official seal.

REGINA BAUM
Commission # 1084958
Notary Public — California
Marin County
My Comm. Expires Jan 28, 2000

Regina Baum
Notary Public

My Commission Expires: 1-28-2000

This signature page is attached to and a part of the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch

PARCEL 12:

JOHN P. HUFF, JR., Trustee of the Huff Family Living Trust dated October 2, 1995

MERCEDES A. HUFF, Trustee of the Huff Family Living Trust dated October 2, 1995

STATE OF Wyoming)
) ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by JOHN P. HUFF, JR. and MERCEDES A. HUFF, Trustees of the Huff Family Living Trust dated October 2, 1995, this 28th day of December, 1999.

Witness my hand and official seal.

Notary Public

My Commission Expires: 1-11-00

This signature page is attached to and a part of the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch

PARCEL 13:

Gregory E. Prugh
GREGORY E. PRUGH

Margaret J. Prugh
MARGARET J. PRUGH

STATE OF Wyoming)
) ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by GREGORY E. PRUGH and MARGARET J. PRUGH this 14th day of December, 1999.

Witness my hand and official seal.

Notary Public

My Commission Expires: 1/16/2002

AMY JO JOHNSON - NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES 1/16/2002

This signature page is attached to and a part of the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch

PARCEL 13:

TIMOTHY F. PRUGH

JOANNE PRUGH

STATE OF Florida)
) ss
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by TIMOTHY F. PRUGH and JOANNE PRUGH this 27th day of December, ____.

Witness my hand and official seal.

Notary Public

My Commission Expires:

MARY ELAINE SWANTEK
Notary Public - State of Florida
My Commission Expires Nov 6, 2001
Commission # CC697871

This signature page is attached to and a part of the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch

PARCEL 14:

Gregory E. Prugh
GREGORY E. PRUGH

STATE OF Wyoming)
) ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by GREGORY E. PRUGH this 13th day of December, 1999.

Witness my hand and official seal.

Notary Public

My Commission Expires: 1/14/2002

AMY JO JOHNSON - NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES 1/14/2002

This signature page is attached to and a part of the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch

PARCEL 15:

SEVEN MILE RIVER RANCH LLC, a Wyoming limited liability company

BY: Panther LLC, a Wyoming limited liability company, its Authorized Member

BY: Cora Capital LLC, a Wyoming limited liability company, its Manager

BY: _____
Ronald D. Saypol, Manager

STATE OF Wyoming)
) ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Ronald D. Saypol before me and to me known to be the person who executed the foregoing as Manager of Cora Capital LLC, a Wyoming limited liability company, Manager of Panther LLC, a Wyoming limited liability company, Authorized Member of Seven Mile River Ranch LLC, a Wyoming limited liability company, and acknowledged that he executed the foregoing as such Manager in the name of and for and on behalf of the said company, this 29 day of December, 1999.

Witness my hand and official seal.

JARELL M. OTTOLINE - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires 8-4-01

_____
Notary Public

My Commission Expires: 8-4-01

This signature page is attached to and a part of the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch

PARCEL 17:

Thomas W. Richardson
THOMAS W. RICHARDSON

Lynette G. Richardson
LYNETTE G. RICHARDSON

STATE OF Colorado)
) ss
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me by THOMAS W. RICHARDSON and LYNETTE G. RICHARDSON this 8th day of December 1999.

Witness my hand and official seal.

Margaret A. Lantzi
Notary Public

My Commission Expires: 9-3-2000

This signature page is attached to and a part of the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch

PARCEL 19:

BLANE A. WOODFIN

JULIE WOODFIN

STATE OF Georgia)
) ss
COUNTY OF Fulton)

The foregoing instrument was acknowledged before me by BLANE A. WOODFIN and JULIE WOODFIN this 13 day of December 1999.

Witness my hand and official seal.

Notary Public

ARLENE JOHNSTON NOTARY PUBLIC FANNIN COUNTY MY COMM. EXP. GEORGIA APRIL 6, 2003

My Commission Expires:

This signature page is attached to and a part of the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch

PARCEL 20:

SEVEN MILE RIVER RANCH LLC, a Wyoming limited liability company

BY: Panther LLC, a Wyoming limited liability company, its Authorized Member

BY: Cora Capital LLC, a Wyoming limited liability company, its Manager

BY: _____
Ronald D. Saypol, Manager

STATE OF Wyoming)
) ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Ronald D. Saypol before me and to me known to be the person who executed the foregoing as Manager of Cora Capital LLC, a Wyoming limited liability company, Manager of Panther LLC, a Wyoming limited liability company, Authorized Member of Seven Mile River Ranch LLC, a Wyoming limited liability company, and acknowledged that he executed the foregoing as such Manager in the name of and for and on behalf of the said company, this 29 day of December, 1999.

Witness my hand and official seal.

JANELL M. OTTOBRE - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires 8-4-01

_____
Notary Public

My Commission Expires: 8-4-01

EXHIBIT "A"
First Supplement to First Amended CCRs

LEGAL DESCRIPTION
of the
Seven Mile River Ranch
Sublette County, Wyoming

Those lands lying within Section 36, T34N, R111W, Sections 29, 30, 31, 32, 33, T34N, R110W; Sections 5, 6, 7, 8, T33N, R110W; 6th P.M., Sublette County, Wyoming, also known as Parcels 1-20 Seven Mile River Ranch, more particularly described as follows:

BEGINNING at the township corner common to T33N and T34N, and R110W and R111W where is found an original stone per a Wyoming Corner Record filed in said Office;

THENCE along the south line of said Section 36, S 89°50'34"W, 1273.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE following the east line of that tract described in Book 2 of Patents, page 25, filed in said Office, N 00°09'26"W, 400.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of said tract, S 89°50'34"W, 435.60 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said tract, S 00°09'26"E, 400.00 feet to an intersection with the south line of said Section 36, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said south line, S 89°50'34"W, 335.80 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 89°50'34"W, 771.66 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE continuing S 89°50'34"W, 2239.95 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE continuing S 89°50'34"W, 304.99 feet to a witness corner marked by a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE continuing S 89°50'34"W, 31.00 feet to a point in Prairie Creek;

THENCE along the west line of said Section 36, N 00°51'12"W, 2622.71 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831;

THENCE along the north line of the S1/2 of said Section 36, N 89°47'27"E, 5436.96 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831;

THENCE along the west line of said Section 31, N 00°07'42"E, 2627.50 feet to a 2¼ inch diameter aluminum pipe with a 2½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along the north line of said Section 31, N 89°28'17"E, 2379.43 feet to a 2¼ inch diameter aluminum pipe with a 2½ inch diameter aluminum cap inscribed "RIO VERDE

PE&LS 3054;

THENCE along the west line of the SE1/4 of said Section 30, N 01°26'53"E, 2646.51 feet to a 2¼ inch diameter aluminum pipe with a 2½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along the west line of the NE1/4 of said Section 30, N 01°28'02"E, 36.67 feet to the intersection with the south right-of-way line of U.S. Highway No. 191 as described in Book 5 of Miscellaneous, page 320, filed in said Office, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE following said south right-of-way line of said U.S. Highway No. 191, S 85°37'38"E, 395.60 feet to an intersection with the north line of said SE1/4 of said Section 30, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of said SE1/4, N 89°03'29"E, 909.00 feet to a PK nail;

THENCE continuing N 89°03'28"E, 1304.31 feet to an original stone found per Wyoming Corner Record filed in said Office;

THENCE departing said north line, S 00°52'37"W, 105.21 feet to an intersection with the centerline of said U.S. Highway No. 191;

THENCE following said centerline, S 85°37'38"E, 1352.57 feet to a point of curvature;

THENCE continuing along said centerline of said U.S. Highway No. 191 along a curve to the right having a radius of 5729.58 feet and an arc length of 2504.37 feet, being subtended by a chord of S 73°06'05"E, 2484.48 feet to a point;

THENCE continuing along said centerline, S 60°34'53"E, 258.94 feet to a point;

THENCE departing said centerline, S 00°28'22"W, 114.28 feet to an intersection with said south right-of-way line marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 00°28'22"W, 86.88 feet to the northwest corner of the SE1/4SE1/4 of said Section 29 marked by a 5/8 inch diameter steel rebar with a 1½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along said north line, N 88°56'53"E, 149.93 feet to an intersection with said south right-of-way line of said U.S. Highway No. 191, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing N 88°56'53"E, 197.20 feet to an intersection with said centerline;

THENCE continuing N 88°56'53"E, 197.20 feet to an intersection with the north right-of-way line of said U.S. Highway No. 191, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing N 88°56'53"E, 780.21 feet to a 5/8 inch diameter steel rebar with a 1½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along the east line of the SE1/4SE1/4 of said Section 29, S 00°23'59"W, 452.45 feet to a Wyoming Highway Department right-of-way monument;

THENCE continuing S 00°23'59"W, 114.36 feet to an intersection with said centerline;

THENCE continuing S 00°23'59"W, 114.36 feet to an intersection with said south right-of-way line, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 00°23'59"W, 642.81 feet to an original stone found per Wyoming Corner Record filed in said Office;

THENCE along the north line of said Section 33, N 89°07'40"E, 641.36 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing N 89°07'40"E, 2006.18 feet to an original stone found per Wyoming Corner Record filed in said Office;

THENCE along the center section line of said Section 33, S 00°59'36"E, 1328.59 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of the SW1/4NE1/4, N 88°48'33"E, 1316.20 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of said SW1/4NE1/4, S 01°02'57"E, 1327.38 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the NW1/4SE1/4 of said Section 33, S 01°05'13"E, 349.70 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 01°05'13"E, 1000.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of the SE1/4SE1/4 of said Section 33, N 89°09'03"E, 1320.52 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of said SE1/4SE1/4, S 01°12'50"E, 1358.78 feet to a 2 ½" diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE along the south line of said SE1/4SE1/4, S 89°32'42"W, 585.19 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE departing said south line, N 03°29'55"W, 731.05 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE N 55°35'36"E, 230.01 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE N 22°41'00"W, 80.00 feet to an intersection with the west right-of-way line of Woods Wardell County Road No. 23-170 described in Book 27 of Miscellaneous, page 380, filed in said Office, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said west right-of-way line, S 67°19'00"W, 135.63 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing along said west right-of-way line, S 50°14'00"W, 155.82 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing along said west right-of-way line, S 10°51'00"W, 653.40 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing along said west right-of-way line, S 02°13'00"E, 141.85 feet to an intersection with the south line of the SE1/4SE1/4 of said Section 33, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said south line, S 89°32'42"W, 490.28 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE along the west line of said SE1/4SE1/4, N 01°05'13"W, 1234.31 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE N 45°00'00"W, 160.76 feet to an intersection with the south line of the NW1/4SE1/4 of said Section 33 marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said south line, S 89°09'03"W, 1208.21 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the N1/2SW1/4 of said Section 33, S 89°09'03"W, 246.50 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 89°09'03"W, 2399.47 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the SE1/4SE1/4 of said Section 32, S 00°58'34"E, 991.77 feet to a point;

THENCE departing said east line, S 89°01'43"W, 60 feet to a point;

THENCE S 00°58'34"E, 330 feet to an intersection with the south line of said SE1/4SE1/4;

THENCE along said south line, S 89°01'43"W, 1273.46 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the SW1/4SE1/4 of said Section 32, S 89°01'43"W, 775.37 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE departing said south line, S 04°38'50"W, 497.46 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE S 29°37'16"E, 631.53 feet to an intersection with the south line of Government Lot 2 of said Section 5, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE along said south line, S 89°36'31"W, 807.93 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the S1/2NW1/4 of said Section 5, S 01°12'25"E, 1331.66

feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the SW1/4 of said Section 5, S 01°12'25"E, 2663.57 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the N1/2NW1/4 of said Section 8, S 00°09'34"E, 1331.64 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the said N1/2NW1/4 of said Section 8, S 89°37'33"W, 2661.14 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the NE1/4NE1/4 of said Section 7, S 88°36'24"W, 1331.16 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said NE1/4NE1/4, N 00°10'45"W, 1359.47 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of the NW1/4NE1/4 of said Section 7, S 89°51'18"W, 1331.66 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of the SE1/4 of said Section 6, N 00°31'24"W, 2520.13 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the SE1/4NW1/4 of said Section 6, S 86°47'44"W, 1300.37 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said SE1/4NW1/4, N 00°54'13"W, 1295.78 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of Government Lot 4 of said Section 6, S 87°50'46"W, 1188.89 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said Government Lot 4, N 00°22'22"W, 1318.14 feet to the POINT OF BEGINNING;

Excluding the following two tracts:
0.05 acres in the S1/2 said Section 36, Book 3 Deeds, Page 336, in said Office;
4.98 acres in the SW¼ of said Section 29, Book 26 Deeds, Page 230, in said Office;

All as shown on that Map of Survey titled "Seven Mile River Ranch" recorded in the Office of the Clerk, Sublette County, Wyoming, Book 69 of Miscellaneous, page 37.

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

STATE OF WYOMING	)	IN THE DISTRICT COURT
	) ss.	
COUNTY OF SUBLETTE	)	NINTH JUDICIAL DISTRICT
IN THE MATTER OF THE DETERMINATION OF HEIRSHIP	)	PROBATE NO. 1710
OF JENNIE ALICE JORDAN,	)	
Deceased.	)	

FILED

JAN 19 2000

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYOMING
BY

DECREE ESTABLISHING HEIRSHIP AND RIGHT AND TITLE TO REAL PROPERTY

LEE A. JORDAN, surviving son and heir at law of JENNIE ALICE JORDAN, deceased, petitioned the Court under W.S. § 2-9-201 through 2-9-204 (1977, republished 1980), for a Decree determining the date of the Decedent's death, the heirs of the Decedent, and the right of descent of the interest in real property of which the Decedent died seized.

This matter came on for hearing before the Court on 12/20/99 at 10:00 A.M. in the Sublette County Courthouse, Pinedale, Wyoming.

The Court finds as follows:

1. That notice of said Petition and the hearing thereon was duly published as required by statute and proof of said publication has been filed in the Court file.

2. That no objections to said Petition have been filed herein and no one appeared in opposition to said Petition at the hearing thereon.

3. That the facts in said Petition are not in dispute and are hereby found to be true and correct as follows:

A. JENNIE ALICE JORDAN, a resident of Jefferson County, State of Washington, died on 7/10/96 in Jefferson County, Washington and more than two years have elapsed since her death.

B. At the time of her death, JENNIE ALICE JORDAN, was survived by LEE A. JORDAN, her son, DONLEY B. JORDAN, her son, and KAREN G. BAILEY, her daughter. The foregoing are the sole heirs at law of JENNIE ALICE JORDAN. There was no surviving spouse.

C. At the time of her death, JENNIE ALICE JORDAN held an undivided 1/3 interest in the real property described as:

Block 25: Lots 19, 20, 21 and 22,
Block 29: East One-Half (1/2) of Lots 5, 6, 7, 8 and 9 and all of Lots 16, 17, 18, 19 and 20,
Block 30: East One-Half (1/2) of Lots 7, 8, 9, 10, 11 and 12 and all of Lots 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22,

276909

REC'D Jan 20, 2000 @ 3:40PM
IN BOOK 70 Misc PAGE 565
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Block 33: Lots 11 and 12 and that portion of Lots 8, 9, 10 lying and located West of Highway 189,
Block 34: Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and that portion of Lots 16, 17, 18, 19, 20, 21, 22 23 and 24 lying and located West of Highway 189,
All in the Townsite of Marbleton, Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;

D. At the time of the Decedent's death, LEE A. JORDAN, DONLEY B. JORDAN and KAREN G. BAILEY were and are the sole heirs of the Decedent who have an interest in the above described real property and are entitled to a Decree determining the descent of said real property.

E. There has been no previous record judicial determination of the heirs or the right of descent to the real property interests of JENNIE ALICE JORDAN in and to the above described real property.

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

That LEE A. JORDAN, DONLEY B. JORDAN and KAREN G. BAILEY were and are the sole heirs at law of JENNIE ALICE JORDAN. That, at the time of the death of JENNIE ALICE JORDAN on 7/10/96, all of the right, title and interest of JENNIE ALICE JORDAN in and to the following real property:

An undivided one-third (1/3) interest in and to:
Block 25: Lots 19, 20, 21 and 22,
Block 29: East One-Half (1/2) of Lots 5, 6, 7, 8 and 9 and all of Lots 16, 17, 18, 19 and 20,
Block 30: East One-Half (1/2) of Lots 7, 8, 9, 10, 11 and 12 and all of Lots 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22,
Block 33: Lots 11 and 12 and that portion of Lots 8, 9, 10 lying and located West of Highway 189,
Block 34: Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and that portion of Lots 16, 17, 18, 19, 20, 21, 22 23 and 24 lying and located West of Highway 189,
All in the Townsite of Marbleton, Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;

descended to, vested in and passed to LEE A. JORDAN, DONLEY B. JORDAN and KAREN G. BAILEY and the same became owners of all of the right, title and interest that JENNIE ALICE JORDAN previously held and owned in said property.

DATED this 19th day of Jan, 19 2000

NANCY GUTHRIE
District Court Judge

THE STATE OF WYOMING
COUNTY OF SUBLETTE

MARILYN M. JENSEN CLERK OF THE NINTH JUDICAL 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

LEASE AND PURCHASE OPTION AGREEMENT

We, Rodney A. Trumble and JoAnne Trumble, (hereinafter Owners) and Michael L. Tennant and Teri L. Tennant, (hereinafter Residents), hereby acknowledge and agree as follows:

1. Residents agree to rent from Owners the premises located at #8 South Kicking Bird Road, Daniel, Wyoming consisting of a residential house and property.

2. **Term of Agreement**: The term of this Agreement shall begin on April 1, 1998 and end on November 30, 1999, unless terminated sooner as herein provided. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT IN THE EVENT THIS AGREEMENT TERMINATES FOR ANY REASON WHATSOEVER PRIOR TO NOVEMBER 30, 1999, THAT THE PURCHASE OPTION PROVISIONS OF THIS AGREEMENT SHALL BE VOID AND OF NO EFFECT.

3. **Rent**: The Rent shall be Twenty Thousand Dollars ($20,000.00), payable in twenty (20) monthly installments of One Thousand Dollars ($1,000.00) each, beginning April 1, 1998, payable on 1st day of each month thereafter until November 30, 1999 to Owners or their agent, at P.O. Box 905, Big Piney, Wyoming, 83113. Owners agree that in the event of the death or medical disability of Michael L. Tennant during the lease period of this Agreement, Residents may terminate this Agreement by delivering their written election of termination to Owners. In the event of such termination, Owners agree to refund to Residents one-half (1/2) the total rent paid from April 1, 1998 through the date of termination, within 60 days of the date of said election. Such election is available to Residents only upon the death or certified medical disability of Michael L. Tennant and shall operate to terminate this entire Agreement, including the Purchase Option terms hereof.

4. **Multiple Occupancy**:It is expressly understood that this Agreement is between Owners and all signatories, jointly and severally. In the event of default each and every signatory shall be responsible for timely payment of rent and all other provisions of this Agreement.

5. **Utilities**: Residents shall be responsible for all utilities and services, including but not limited to, water, sewer, gas, electricity, phone, television.

276922

RECORDED Jan 21, 2000 10:00 AM
IN BOOK 70 Misc PAGE 567
FEES $28.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WY

6. **Equipment and Personal Property**: Residents shall have the right to use the hot tub and D-8 Caterpillar Dozer, (VIN D8-14A7139) currently on the subject property. Residents specifically agree to be responsible for all maintenance and repairs associated with said personal property.

7. **Entire Agreement**: This Agreement represents the entire agreement made between the parties and may be modified only by a writing signed by both parties.

8. **Ordinances and Statutes**: Residents shall comply with all laws, health codes, and regulations of all municipal, state and federal authorities.

9. **Assignment and Subletting**: Residents shall not assign this Agreement or sublet any portion of the premises without prior written consent of Owners.

10. **Maintenance, Repairs or Alterations**: Residents accept the premises as being in good order and repair, unless otherwise indicated in writing. Residents shall, at their own expense, maintain the premises in a clean and sanitary manner, including all equipment, appliances, furniture and furnishings therein, and shall surrender the same at termination in as good condition as received, normal wear and tear excepted. Residents shall be responsible for all repairs required for damages caused by their negligence and that of their guests, or other occupants. Residents shall not repaint, or otherwise redecorate or make alterations to the premises without the prior written consent of Owners. Residents will not remove Owners fixtures, furniture and/or furnishings from the house or property, for any purpose.

11. **Entry and Inspection**: Residents shall permit Owners or Owners' agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises or for making necessary repairs. In the event of an emergency, no notice need be given.

12. **Possession**: If Owners are unable to deliver possession of the premises as agreed, Owners shall not be liable for any damage caused. Residents may terminate this Agreement if possession is not delivered as agreed above.

13. **Attorney's Fees**: If legal action is taken by either party to enforce this Agreement, or to enforce any rights arising out of the breach of this Agreement or to evict Residents, guests, or other occupants, the prevailing party shall be entitled to all costs

incurred in connection with such action, including reasonable attorney's fees and collection costs, with or without suit.

14. **Waiver**: No failure of Owners to enforce any part of this Agreement shall be deemed as a waiver, nor shall acceptance of a partial payment of rent be deemed a waiver of Owners' right to full amount.

15. **Notices**: All notices shall be given in accordance with state laws. Where requirements are not spelled out by law, notice may be given by mailing the same, postage prepaid, to Residents at the premises or Owners at the address shown below or at such other places as may by designated.

16. **Reimbursement by Residents**: Residents agree to reimburse Owners promptly for the replacement costs of any loss, property damage, or costs of repairs or service (including plumbing trouble) caused by negligence or improper use by Residents, their guests, agents or family. Residents shall be responsible for damage from windows or doors left open. Such reimbursements are due when Owners make demand. Owners' failure to demand damage reimbursements, late payment charges or returned check charges or any other sums due by Residents, shall not be deemed a waiver and Owners may demand same at any time, including after move-out.

17. **Owners Shall Not Be Liable**: Owners shall not be liable for any damages or losses to person or property caused by the Residents or other persons. Owners shall not be liable for personal injury or damage or loss of Residents' personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms or other causes whatsoever. Owners strongly recommend the Residents secure renter's insurance to protect themselves against the above circumstances. Owners or their agents will not render any services such as moving automobiles, handling of furniture, cleaning, delivering packages and/or other service not contemplated in this Agreement.

18. **Repairs and Malfunctions**: RESIDENTS AGREE TO REQUEST ALL REPAIRS AND SERVICES IN WRITING TO OWNERS, except in extreme emergency when telephone calls will be accepted. In case of malfunction of equipment or utilities, or damage by fire, water, or other cause, Residents shall notify Owners immediately, and

Owners shall act with due diligence in making repairs and RENT SHALL NOT ABATE DURING SUCH PERIOD. If damaged premises are unfit for occupancy, Owners shall, within reasonable time, inform Residents whether they intend to terminate the contract or repair said premises, in writing. If Owners elect to repair the premises, said repairs shall be undertaken with due diligence. If terminated, rent will be prorated and the balance refunded along with any deposit(s), less lawful deductions.

19. **Default by Residents**: Owners may, upon written notice, terminate Residents' right to occupy if any of the following conditions occur:

a) Residents fail to pay rent or other lawful charges when due;

b) Residents fail to reimburse Owners for damages, repairs or plumbing services costs when due;

c) Residents, guests or other occupants violate this Agreements or applicable state and local laws;

d) Residents abandon the premises;

e) Residents, guests, or other occupants threaten or assault or use abusive language against Owners or any agent, employee or representative of Owners.

20. **Abandonment**: Abandonment shall be deemed to have occurred if: (1) without notifying Owners, Residents are absent from the premises for fifteen (15) days while rent is due and Residents' possessions remain in the premises, or (2) without notifying Owners, Residents are absent for one (1) day while rent is due and Residents' possessions have been removed from the premises. If Residents abandon the premises, Owners may re-take premises and attempt to rent it at fair market value. Residents shall be liable for entire rent due for the remainder of the term and the cost of re-entering the premises. If Residents have left personal property in the premises, Owners may remove it and store and attempt to give Residents notice of this action. Residents may obtain property by paying moving and storage costs and any outstanding obligations under this Agreement, including rent.

21. **Time**: Time is of the essence for this Agreement.

PURCHASE OPTION

In the Event Residents/Buyers deliver written notice of their election to exercise this purchase option to Owners on or before October 30, 1999, such sale shall be on the following terms and conditions.

IT IS EXPRESSLY AGREED THAT IN THE EVENT THE LEASE PROVISIONS OF THIS CONTRACT TERMINATE FOR ANY REASON WHATSOEVER PRIOR TO NOVEMBER 30, 1999, THIS PURCHASE OPTION SHALL ALSO TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT.

We, Rodney A. Trumble and JoAnne Trumble, (hereinafter Owners) and Michael L. Tennant and Teri L. Tennant, (hereinafter Buyers), hereby acknowledge and agree as follows:

Owners agree to sell and Buyers agree to buy property located at #8 South Kicking Bird Road, Daniel, Wyoming, including the entire lot or parcel of land and consisting of a residence and other improvements thereon, together with all right and appurtenances to the land, more completely described as follows:

> Lots Forty-five (45) and Forty-six (46) of the Redstone Warren Bridge Subdivision as the same appears of record on the official plat thereof filed the Office of the County clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining, all water and water rights, ditch and ditch rights thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use;
> SUBJECT TO Protective Covenants filed with the plat; and
> SUBJECT TO water assessments.
>
> NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

FOR A TOTAL PURCHASE PRICE of One Hundred Thousand Dollars ($100,000.00), to be paid as follows and subject to the following conditions:

1. **Terms of Payment:** The purchase price shall be paid by the Buyers as follows:

a. Owner shall reduce the purchase price by Ten Thousand Dollars ($10,000.00) as credit for one-half of the rental payments made pursuant to the

lease provisions of this Agreement.

b. The remaining principle balance of Ninety Thousand Dollars ($90,000.00) to be paid in equal monthly payments with interest to accrue at the rate of Six and Eight-Tenths Percent (6.8%) Per Annum on the unpaid balance. Payments of $700.00 are to begin on December 1, 1999, and continue in like amount on or before the same day of each and every month thereafter for a period of Ten (10) years, pursuant to the amortization schedule attached hereto as Exhibit "A". Interest shall accrue on the principle amount from the date of closing. All payments shall first be applied to accrued interest and then to principal as of the date received.

c. At the end of the Ten (10) year period, a balloon payment in the amount of the unpaid principle, together with any outstanding payments due, including, but not limited to, late payments, late payment fees, returned check charges, insurance payments made by Owners on behalf of Buyers or any other payments due under this Agreement, shall be due and payable with 30 days of the date of the last payment made hereunder.

d. Buyers shall have the right to make additional cash payments at any time and may pay the entire balance due, together with any interest to date of such payment, at any time without penalty. A partial payment shall not act to reduce the amount or change the date of the next monthly payment due but shall reduce the principal owed to reduce the total term of the contract and 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 a prepayment and have said payment act to satisfy the next respective monthly obligation.

e. All payments shall be made to :

Rodney A. and JoAnne Trumble
~~PO Box 905~~ 1710 WASHAKIE
~~Big Piney, WY 8311~~3 LANDER WYO 82520

f. Payments will be deemed late if not received by or before the 5th day of the month due.

2. **Title:** Title to the subject real property shall be conveyed from Seller to Buyer by Warranty Deed which shall be free of all liens, security interests and encumbrances, excepting those of record as of the date of closing. Said Warranty Deed shall be delivered to Buyer upon payment in full of the purchase price to Seller.

3. **Deeds:** At closing, Buyer shall execute a proper Quitclaim Deed, conveying any interest Buyer may have in the subject property to the Seller. Seller hereby covenants and agrees to hold said Quitclaim Deed, without recording same, until such time as either a default on the part of the Buyer or upon full payment of the purchase price to Seller. In the event of full payment of purchase price to Seller, Seller will deliver to Buyer said Quitclaim Deed along with the Warranty Deed described above.

4. **Real Property Taxes:** Real property taxes levied and/or assessed against said property shall be prorated as of the date of closing, and Buyer shall be responsible for the same thereafter.

5. **Personal Property**: At closing Owners shall deliver to Residents/Buyers a bill of sale in the amount of $2,000.00 for the Caterpillar D-8 Dozer, VIN D8-14A7139 and the Hot Tub which are being conveyed along with the real property and residence. In the event of default, Buyers covenants to convey title to the aforementioned personal property to Sellers.

6. **Default:** Time is of the essence for this contract and any and all covenants contained therein and the Buyer shall make all payments promptly as herein provided and it is expressly understood that if the Buyer shall fail to make said payments in the amount, manner and within the time provided, or should fail to perform any of the others terms and conditions hereof, in the manner and within the time provided, and such failure to pay or to perform shall continue for thirty (30) days after written notice thereof, the Seller shall have the option:

(a) To declare this contract ended, canceled and of no further force and effect and record said Quitclaim Deed, said action shall fully reinvest the Seller with all right, title and interest hereby agreed to be sold, conveyed or delivered, and the Buyer shall forfeit all its right, title and interest in and to all of said real property, including any and all improvements or replacements and the Seller shall

have the right to reenter and take possession, without demand, of the said real property and all improvements thereon, including those erected or placed thereon by the Buyer. In the event of such repossession, Seller may keep said real property as 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 Buyer prior to repossession shall be considered rental for said property and liquidated damages for failure on the part of the Buyer to comply with the terms of this contract, and in the event the Seller elects to cancel, as above provided, the Buyer agrees to pay all costs of cancellation, together with reasonable attorney's fees, and to execute all documents necessary to clear Sellers' title of any record interest of Buyer; or

(b) To treat this transaction as an unconditional sale, in which event the full unpaid balance then owing under this contract, both principle and interest, shall immediately become due and payable, and to collect the full amount thereof, including a reasonable amount for attorney's fees and court costs, from the Buyer.

7. **Late Payments:** It is specifically agreed that late payments accepted by Seller will not operate to change or modify any of the due dates or amounts of the other payments due hereunder. A late payment shall not be considered cured until said late payment is paid in full. If an installment is not paid within five (5) days after the due date, Buyers agree to pay a late charge of $20.00. In the event of a returned check, Buyers agree to, within twenty four (24) hours notice of insufficient funds, replace said check with certified funds and pay a $15.00 returned check fee. If a check is returned, Owners may require Buyers to make all future payments with cash or a cashier's check and Owners will provide a receipt of all such payments.

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

Seller:

Rodney A. and JoAnne Trumble
~~P.O. Box 90~~5
~~Big Piney, WY 8311~~3
710 WASHAKIE ST
LANDER WYO 82520

Buyers:

Michael L. and Teri L. Tennant
PO Box 1933
Pinedale, WY 82941

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

9. **Assignment:** It is expressly agreed hereunder that neither all or any rights or obligations created hereunder nor the concerned real property shall be assigned or transferred, either in its entirety or in part, or be otherwise conveyed or contracted by the Buyer without first securing the signed written consent of Seller.

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

11. **Warranty:** Buyer acknowledges that they have had the opportunity to examine the property concerned herein and accept the same in its present condition, AS IS. There are no warranties to the condition of said property either express or implied except as set out herein.

12. **Insurance:** Buyer agrees to keep the improvements on said property insured against fire and other common perils (casualty insurance) by a standard, responsible insurance company in an amount not less that the fair market value of the property, and to pay and discharge the premiums for such insurance as they become due and payable, with provisions in said insurance policy or policies that loss, if any, shall be payable to Seller in the amount of the balance of the purchase price then remaining unpaid. Buyer further agrees to submit evidence of said insurance periodically to Seller or to Sellers' authorized representative at the request of Seller. Upon failure of Buyer to pay premiums for said insurance, the Seller, may, at their option, pay the same, such payments to become added to the purchase price and to bear interest at the same rate.

13. **Closing:** Closing shall take place on or before December 1, 1999, unless other conditions of this Agreement expressly cause delay, and Seller agrees to execute and deliver all instruments necessary to complete the sale, and final transfer shall be by Warranty Deed as referred to in the above referenced paragraphs. Final possession shall be delivered to Buyer at closing and it is expressly understood that currently the Buyer is renting the subject property from the Seller at the rate of $1,000.00 per month

and that the Buyer will owe the rent through the date of closing. Thereafter, Sellers shall not have any right of possession or right of control over the concerned property for so long as this contract shall be in effect.

14. **Sellers' Attorney Drafted Documents:** Buyer is aware that this contract and the accompanying documents have been drafted by an attorney representing the Seller. Buyer has had the opportunity to have these documents examined by counsel of its choosing.

15. **Maintenance:** Nothing shall be done on or in connection with the property that may impair Sellers' interest hereunder. Buyer shall not commit, permit, or suffer any waste, impairment, or deterioration of the property or any part thereof, and the property shall be continuously maintained in good order, repair, and condition by Buyer at its expense.

16. **Title Insurance:** Seller shall provide a commitment for title insurance to Buyer within 10 days prior to closing establishing clear and marketable title to said property.

17. **Headings:** The paragraph headings herein are descriptive only and do not act to limit or otherwise modify the actual provisions of the individual paragraphs.

18. **Construction, Usage and Interpretation:** Whenever in this Contract the singular is used and the plural would be applicable, then such usage of the singular shall be deemed and considered to include the plural. Whenever in this contract the plural is used and the singular is applicable, then such usage of the plural shall be deemed and considered to include the singular. Whenever in this contract a particular gender is used and another gender is applicable, then such usage shall be deemed to consider and include the other, actually applicable, gender.

19. **Miscellaneous:** One or more waivers of the covenants or conditions by the Seller or Buyer shall not be constructed as a waiver of any further breach of the same covenant or condition, nor shall the consent or approval of either party to any act be deemed to waive or render unnecessary such party's consent or approval to any subsequent or similar act. The covenants, agreements, and obligations herein contained shall extend to, bind and insure to the benefit not only of the parties hereto but also to

their respective personal representatives, successor, assigns, and heirs.

20. **Entire Agreement:** It is understood and agreed by and between the parties hereto, that this writing constitutes the entire agreement of the parties and furthermore that no modification shall be valid or binding upon the parties unless in writing and signed by all parties hereto.

21. **Attorney's Fees:** In the event an action is filed to enforce or construe any of the terms, provisions or covenants of this Agreement, the losing party in such suit or action shall pay to the prevailing party all costs of suit necessarily incurred by the prevailing party therein, whether prior to or after entry of final judgment or order, including reasonable attorney's fees, and that in the event of any appeal therefrom, the losing party on such appeal shall pay to prevailing party all costs of suit necessarily incurred by such prevailing party on such appeal, including reasonable attorney's fees.

22. **Situs:** The parties agree that this contract shall be construed and governed in accordance with the laws of the State of Wyoming and hereby irrevocably submit to the jurisdiction of the State and Federal Courts located in the State of Wyoming.

DATED this 8th day of May, 1998.

SELLERS:

Rodney A. Trumble

Rodney A. Trumble

JoAnne Trumble

JoAnne Trumble

DATED this 8th day of May, 1998.

BUYERS:

Michael L. Tennant

Michael L. Tennant

Teri L. Tennant

Teri L. Tennant

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

The foregoing ***Lease and Purchase Option Agreement*** was acknowledged before me by, Rodney A. Trumble and JoAnne Trumble, this 7th day of May, 1998.

WITNESS MY HAND AND OFFICIAL SEAL.

Karen Ahrs
NOTARY PUBLIC

My Commission Expires:

My Commission expires Oct. 6, 2000

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

The foregoing ***Lease and Purchase Option Agreement*** was acknowledged before me by Michael L. Tennant and Teri L. Tennant this 8th day of May, 1998.

WITNESS MY HAND AND OFFICIAL SEAL

Karen Ahrs
NOTARY PUBLIC

My Commission Expires:

My Commission expires Oct. 6, 2000

579

ESTABLISHMENT OF PRIVATE ROAD

BARBER CREEK ESTATES, LLC, Grantor, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby LAY OUT AND ESTABLISH a private road situate upon and identical to the following described lands within Sublette County, Wyoming, hereby waiving and releasing all homestead rights under the laws of the State of Wyoming, to wit:

SEE EXHIBIT A

This grant is for a private road, right of way and utility easement appurtenant to the real property which is described in that certain ORDER APPROVING FINAL REPORT AND ACCOUNTING AND DECREE OF DISTRIBUTION which is recorded in the office of the Clerk of Sublette County, Wyoming, in Book 45 of Miscellaneous Records, page 789, and Grantor does hereby grant unto the owners of said real property, in perpetuity, the exclusive use and enjoyment of said private road, right of way and utility easement.

277023 WITNESS MY HAND this 31 day of December, 1999.

RECORDED Jan. 26, 2000 @ 2:00 PM
IN BOOK 70 Misc. PAGE 579
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

BARBER CREEK ESTATES, LLC:

by Melvin McLoughlin
MELVIN McLOUGHLIN
Managing Member

State of Wyoming)
)ss.
County of Sublette)

The foregoing instrument was acknowledged before me by Melvin McLoughlin, who stated that he is a Managing Member of Barber Creek Estates, LLC, that he is duly authorized to sign this document on behalf of Barber Creek Estates, LLC, and that his signature thereon is the free act of Barber Creek Estates, LLC this 31 day of December, 1999.

Witness my hand and official seal.

Notary Public

My Commission Expires: 7/15/2001

EXHIBIT "A"

Access and Utility Easement Description

A strip of land sixty (60) feet in width located in the E½ of Section 29, T34N-R109W, 6th P.M., Sublette County, Wyoming, with sidelines thirty (30) feet on each side of the following described centerline:

Commencing at the southwest corner of said E½ of Section 29;

thence proceeding N.00°41'41"E., along the west line of said E½ of Section 29, a distance of 887.00 feet to the true **Point of Beginning**;

thence N.73°30'04"E., a distance of 63.66 feet;

thence N.46°35'57"E., a distance of 214.99 feet to the point of curvature of a tangent curve to the right, having a radius of 392.46 feet and a central angle of 42°55'40";

thence northeasterly along said curve, a distance of 294.04 feet to the point of tangency;

thence N.89°31'37"E., a distance of 800.44 feet to the point of curvature of a tangent curve to the right, having a radius of 604.44 feet and a central angle of 34°54'00";

thence southeasterly along said curve a distance of 368.18 feet to the point of tangency;

thence S.55°34'23"E., a distance of 337.38 feet to the point of curvature of a tangent curve to the left, having a radius of 176.00 feet and a central angle of 111°58'59";

thence northeasterly along said curve a distance of 343.99 feet to the point of tangency;

thence N.12°26'37"E., a distance of 272.08 feet to the point of curvature of a tangent curve to the right, having a radius of 100.00 feet and central angle of 78°51'54";

thence northeasterly along said curve a distance of 137.65 feet to the point of tangency;

thence S.88°41'29"E., a distance of 152.70 feet to the point of curvature of a tangent curve to the left, having a radius of 116.59 feet and a central angle of 92°02'44";

thence northerly along said curve a distance of 187.30 feet to the point of tangency;

thence N.01°20'37"W., a distance of 1565.62 feet to the point of curvature of a tangent curve to the left, having a radius of 1196.97 feet and a central angle of 09°33'05";

thence northerly along said curve a distance of 199.54 feet to the point of tangency;

thence N.10°53'42"W., a distance of 796.03 feet to the point of curvature of a tangent curve to the left, having a radius of 608.94 feet and a central angle of 11°15'17";

thence northwesterly along said curve a distance of 119.61 feet to the point of tangency;

thence N.22°08'59"W., a distance of 217.26 feet to the point of curvature of a tangent curve to the right, having a radius of 1351.18 feet and a central angle of 06°21'15";

thence northwesterly along said curve a distance of 149.85 feet to the point of tangency;

thence N.15°47'44"W., a distance of 114.18 feet to the point of curvature of a tangent curve to the right, having a radius of 326.56 feet and a central angle of 25°52'09";

thence northerly along said curve a distance of 147.44 feet to the point of tangency;

thence N.10°04'25"E., a distance of 50.00 feet to the **Point of Ending**.

581

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE)
)
OF DOROTHEA BUDD NEWCOMB,)
)
Deceased.)

PROBATE NO. 1711

FILED

JAN 26 2000

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYOMING
BY

DECREE ESTABLISHING RIGHT AND TITLE TO REAL PROPERTY

ARTHUR P. NEWCOMB, JAMES K. NEWCOMB and JACQUELINE J. ROSENBERG, the children of the decedent, DOROTHEA BUDD NEWCOMB, have 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 one objection to said Application was been raised but has since been withdrawn, that the facts in said Application are not in dispute and that ARTHUR P. NEWCOMB, JAMES K. NEWCOMB and JACQUELINE J. ROSENBERG are entitled to the entry of the Decree as requested.

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

1. That ARTHUR P. NEWCOMB, JAMES K. NEWCOMB and JACQUELINE J. ROSENBERG be and hereby are established to be the owners and holders of all of the right and title of DOROTHEA BUDD NEWCOMB, deceased, as of the date of her death on 5/15/98 in and to the following real property:

Block 25: Lots 19, 20, 21 and 22,
Block 29: East One-Half (1/2) of Lots 5, 6, 7, 8 and 9 and all of Lots 16, 17, 18, 19 and 20,
Block 30: East One-Half (1/2) of Lots 7, 8, 9, 10, 11 and 12 and all of Lots 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22,
Block 33: Lots 11 and 12 and that portion of Lots 8, 9, 10 lying and located West of Highway 189,
Block 34: Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and that portion of Lots 16, 17, 18, 19, 20, 21, 22 23 and 24 lying and located West of Highway 189,
All in the Townsite of Marbleton, Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;

2. Any and all other real property owned by DOROTHEA BUDD NEWCOMB, deceased, at the time of her death, wheresoever located.

DATED this 24th day of January, 2000.

277025

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

RECORDED Jan. 26, 2000 at 2:00 PM
IN BOOK 70 Misc. PAGE 581
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

When Recorded
Return to:

Mead & Phillips
Hansen Building, Suite 501
2515 Warren Avenue
Cheyenne, WY 82001

277031

RECORDED Jan. 27, 2000 @ 9:05 A.M
IN BOOK 70 Misc. PAGE 582
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sasser

VERIFIED LIEN STATEMENT FOR LIEN FOR MEDICAL ASSISTANCE

NAME OF CLAIMANT: State of Wyoming, Department of Health.

ADDRESS: Hathaway Building
2300 Capitol Avenue, Room 154
Cheyenne, Wyoming 82002

NAME AND ADDRESS OF PERSON TO WHOM MEDICAL CARE WAS FURNISHED AND AGAINST WHOSE PROPERTY LIEN IS FILED:

NAME: GLORIA SHOWERS
ADDRESS: 212 NORTH MADISON
PINEDALE, WY 82941

LEGAL DESCRIPTION OF REAL PROPERTY:

Lots 6, 7, 8, 9 and 10, Block 1 of the Cooley Second Addition to the Town of Pinedale, Sublette County, Wyoming. Together with all improvements thereon, and easements, appurtenances, and incidents, belonging and appertaining thereto.

NAME AND ADDRESS OF VENDOR(S) FURNISHING MEDICAL CARE:

The primary vendors providing medical care were Sublette Center, Pinedale Drug and J. Thomas Johnston, M.D. in Pinedale, Wyoming and various other providers on file with the Department of Health.

DATE OF SERVICE: 12/12/94 to present

AMOUNT DUE FOR CARE: $112,426.47

TOTAL AMOUNT DUE AND OWING CLAIMANT, STATE OF WYOMING, DEPARTMENT OF HEALTH, FOR ALL CARE: $112,426.47.

Rlsd. Bk 20 Rel. Pg 342 3/28/00

IN WITNESS WHEREOF, I do hereunder set my hand this 22nd day of December, 1999.

State of Wyoming,
Department of Health

By: Sharon Kuster
Its: Financial Services Manager

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing Verified Lien Statement for Lien for Medical Assistance of Gloria Showers was subscribed and sworn to before me by Sharon Kuster this 22nd day of December, 1999.

WITNESS my hand and official seal.

Notary Public

My Commission expires: 07-08-03

ROCHELLE PORTERA - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES JUL. 8, 2003

STATE OF WYOMING }
} SS
COUNTY OF SUBLETTE }

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE

OF

LAWRENCE G. McLOUGHLIN,

DECEASED.

PROBATE NO. 1155 [redacted]

FILED

JAN 07 2000

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING

BY _____

ORDER NUNC PRO TUNC AMENDING DECREE OF DISTRICTION

The former Personal Representative of the above captioned estate having moved for entry of an order nunc pro tunc correcting the ORDER APPROVING FINAL REPORT AND ACCOUNTING AND DECREE OF DISTRIBUTION entered herein on August 27, 1984, and the Court being advised in the premises, and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That this Court's ORDER APPROVING FINAL REPORT AND ACCOUNTING AND DECREE OF DISTRIBUTION entered herein on August 27, 1984, be, and hereby is, amended as follows:

The description of that certain tract of real property located in Section 33, Township 34 North, Range 109 West of the Sixth Principal Meridian, Sublette County, Wyoming, which is set forth on pages 8 and 9 of said ORDER APPROVING FINAL REPORT AND ACCOUNTING AND DECREE OF DISTRIBUTION, is hereby amended to read as follows:

"Section 33 -

A tract of land located in the N½ of the NW¼ of Section 33, T. 34 N., R. 109 W. of the Sixth Principal Meridian, Sublette County, Wyoming, as described and recorded in Book 4 of Deeds, page 367, in the office of the County Clerk of Sublette County, Wyoming, being more particularly described as follows:

Beginning at the Northwest corner of said Section 33, T. 34 N., R. 109 W., thence East along the North boundary of said Section 33 a distance of 1700.00 feet;

thence leaving the North boundary of said Section 33, S.03°24'00"W. a distance of 210.00 feet;

thence S.86°54'00"W. a distance of 800.00 feet;

thence S.84°19'00"W. a distance of 616.00 feet;

thence S.08°33'00"W. a distance of 856.00 feet;

277066

RECORDED Jan. 27, 2000 @ 3:40 PM
IN BOOK 70 Misc. PAGE 584
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Sacker

thence S.37°08'00"W. a distance of 216.00 feet, more or less, to a point on the West boundary of said Section 33;

thence North along the West boundary of said Section 33, a distance of 1326.00 feet, more or less, to the point of beginning, and

containing 14.6 acres, more or less;

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

The rest and remainder of said ORDER APPROVING FINAL REPORT AND ACCOUNTING AND DECREE OF DISTRIBUTION remains in full force and effect as originally entered herein.

DATED this 4th day of January, 2000.

NANCY J. GUTHRIE
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.
SIGNED

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

ALICE E. ELLIS, of lawful age, being first duly sworn upon oath, deposes and states as follows:

1. That this affiant is the surviving spouse of Francis M. Ellis. That this affiant and Francis M. Ellis were wife and husband until the death of said Francis M. Ellis on March 17, 1986.

2. That said Francis M. Ellis died at Casper, Natrona County, Wyoming, on March 17, 1986, which fact of death is corroborated by the certified copy of Certificate of Death issued by the 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 part of this Affidavit.

3. That this affiant and her husband acquired by a Warranty Deed from Fay C. Barger and Anne Barger the real property described as:

> Lot 11, Block 8, Barger Subdivision, Sublette County Wyoming, as said subdivision appears on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming, together with all improvements thereon situate.

which Warranty Deed was dated July 28, 1975, and recorded October 16, 1980 as Instrument Number 181778, in the office of the County Clerk of Sublette County, Wyoming.

4. That by reason of death of said Francis M. Ellis and the marital status of the parties on the date of said deeds and the continuation of such status until the death of said Francis M. Ellis, the estate by the entireties in the above described real property was terminated on March 17, 1986, and this affiant, Alice E. Ellis, 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.

Alice E. Ellis
Alice E. Ellis

Subscribed and sworn to me by Alice E. Ellis this 15th day of December, 1999

277072

RECORDED Jan. 28, 2000 @ 10:10 AM
IN BOOK 70 Misc. PAGE 586
FEES $ 9.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy [illegible]

Hollie B. Braunschweig
Notary Public

HOLLIE B. BRAUNSCHWEIG-NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Oct. 1, 2001

88

587

LOCAL FILE NUMBER

STATE OF WYOMING

DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT INK. FOR INSTRUCTIONS SEE HANDBOOK.

DECEDENT

DECEDENT—NAME: 1. FIRST: FRANCIS; MIDDLE: MARION; LAST: ELLIS

2. SEX: Male

3. DATE OF DEATH (Mo., Day, Yr.): March 17, 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): American

5a. AGE—Last Birthday (Yrs.): 68

5b. UNDER 1 YEAR: MOS.; DAYS

5c. UNDER 1 DAY: HOURS; MINS.

6. DATE OF BIRTH (Mo., Day, Yr.): December 1, 1917

7a. PLACE OF DEATH—Hospital or other Institution-Name (If not in either give street and number): Mem. Hosp. of N.C.

7b. IF HOSP. OR INST. Indicate DOA, OP / Emer. Rm., Inpatient (Specify): Inpatient

7c. CITY, TOWN OR LOCATION OF DEATH: Casper

7d. COUNTY OF DEATH: Natrona

8. STATE OF BIRTH (If not in U.S.A., name country): Kansas

9. CITIZEN OF WHAT COUNTRY: USA

10. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): Married

11. SURVIVING SPOUSE (If wife, give maiden name): Eleanor Dodrill

12. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify Yes or No): Yes

13. SOCIAL SECURITY NUMBER: 513-03-4735

14a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Meter Service Technician

14b. KIND OF BUSINESS OR INDUSTRY: Power Company

15a. RESIDENCE-STATE: Wyoming

15b. COUNTY: Casper

15c. CITY, TOWN OR LOCATION: Natrona

15d. STREET AND NUMBER: 1064 No. Mile High Dr.

15e. INSIDE CITY LIMITS (Specify Yes or No): No

PARENTS

16. FATHER—NAME: FIRST: Jacob; MIDDLE: ; LAST: Ellis

17. MOTHER'S MAIDEN NAME: FIRST: Elizabeth; MIDDLE: ; LAST: Aust

DISPOSITION

18a. INFORMANT—NAME (Type or Print): Eleanor Ellis

18b. MAILING ADDRESS: STREET OR R.F.D. NO.: 1064 No. Mile High Dr.; CITY OR TOWN: Casper; STATE: Wyoming; ZIP: 82604

19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify): Burial

19b. DATE (Mo., Day, Yr.): 3-21-86

19c. CEMETERY OR CREMATORY—NAME: Oregon Trail Vet. Ceme.

19d. LOCATION: CITY OR TOWN: Evansville; STATE: Wyoming

20a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature): [signature] NUMBER: 316

20b. NAME OF FACILITY: Bustard Funeral Home NUMBER: 35

20c. ADDRESS OF FACILITY: Box 2176, Casper Wy 82602

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

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

(Signature and Title) ▶ [signature]

21b. DATE SIGNED (Mo., Day, Yr.): 3-21-86

21c. HOUR OF DEATH: 6:45 P. M

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

To be Completed by CORONER Only

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

(Signature and Title) ▶

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

22c. HOUR OF DEATH: M

22d. PRONOUNCED DEAD (Mo., Day, Yr.): ON

22e. PRONOUNCED DEAD (Hour): AT M

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

23. Frederick W. Cubin, M.D., 167 So. Conwell, Casper, Wyoming 82601

CAUSE OF DEATH

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

REGISTRAR

24a. (Signature) ▶ [signature]

24b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): April 1, 1986 (State)

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

(a) Small cell carcinoma lung with

DUE TO, OR AS A CONSEQUENCE OF:

(b) metastases

DUE TO, OR AS A CONSEQUENCE OF:

(c)

Interval between onset and death

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

26. AUTOPSY (Specify Yes or No): No

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

Date Issued: April 2, 1986

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

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

[signature]
Lawrence J. Cohen, M. D.
State Registrar

[signature]
Richard O. Hall
Deputy State Registrar

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 28TH day of January, 2000, by and between **NELLIE F. STEELE, a single woman,** as Seller, to **WAYNE F. STEELE (and successors), as Trustee of the Wayne F. Steele Trust dated 12/9/99, and MARY ANN STEELE (and successors), as Trustee of the Mary Ann Steele Trust dated 12/9/99, as tenants in common of an undivided 9.44% each,** 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:

An undivided 18.88% interest in and to the following described real property:
Township 32 North, Range 107 West of the 6th P.M., Sublette County, Wyoming;
Section 18: Lots 2, 3 and 4, SE1/4, SE1/4SW1/4;

Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming;
Section 13: N1/2SE1/4, SE1/4SE1/4;
TOGETHER WITH all improvements and appurtenances thereunto appertaining.
SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

Buyers' address for tax purposes is P.O. Box 53, Boulder, WY 82923.

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

DATED this 28TH day of January, 2000.

Seller:

Nellie F. Steele
NELLIE F. STEELE

DATED this 28 day of January, 2000.

Buyers:

Wayne F. Steele
WAYNE F. STEELE (and successors),
as Trustee of the Wayne F. Steele Trust
dated 12/9/99

Mary Ann Steele
MARY ANN STEELE (and successors),
as Trustee of the Mary Ann Steele Trust
dated 12/9/99

277077

RECORDED Jan. 28, 2000 @ 1:45 PM
IN BOOK 70 Misc. PAGE 588
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum Of Agreement** was acknowledged before me by NELLIE F. STEELE, this 28TH day of January, 2000.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 5/17/02

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum Of Agreement** was acknowledged before me by WAYNE F. STEELE (and successors), as Trustee of the Wayne F. Steele Trust dated 12/9/99, and MARY ANN STEELE (and successors), as Trustee of the Mary Ann Steele Trust dated 12/9/99, this 28TH day of January, 2000.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 5/17/02

AFFIDAVIT

RECORDED Jan. 28, 2000 @ 2:20 PM
IN BOOK 70 Misc. PAGE 590
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sachs

State of WASHINGTON)
ss. 277078
County of Pierce)

COMES NOW, Erivan Haub, Trustee of the Haub Brothers Enterprises Trust dated September 21, 1984, who, being duly sworn on oath according to law, does hereby make the following statements of fact and affirm:

1. THAT my mailing address is P. O. Box 1241
Pinedale, Wyoming 82941

or

Haub Enterprises Trust
c/o Williams, Kastner & Gibbs
John D. Barline
1000 Financial Center
1145 Broadway Plaza
Tacoma, WA 98402-3502

2. THAT I am a Trustee of the Haub Brothers Enterprises Trust dated September 21, 1984.

3. THAT Haub Brothers Enterprises Trust dated September 21, 1984, was the owner of all lands known as Mollring Second Addition to the Town of Pinedale at the time of filing on May 23, 1996, in Book 66, Misc., page 37 in the office of the County Clerk of Sublette County, Wyoming.

3. THAT the plat as filed was with the free consent and in accordance with my desires as Trustee of the Haub Brothers Enterprises Trust.

4. THAT the words "with the free consent and in accordance with the desires of the undersigned owner and proprietor" be added the Certificate of Owner on the Plat of the Mollring Second Addition to the Town of Pinedale as filed in Book 66, Misc., page 37 in the office of the County Clerk of Sublette County, Wyoming.

5. THAT Haub Brothers Enterprises Trust is the owner of all lands under the area shown on the Plat of Mollring Second Addition to the Town of Pinedale as Jackson Avenue.

6. THAT Jackson Avenue, as shown of the Plat of Mollring Second Addition of the Town of Pinedale, be dedicated to the use of the public.

Haub Brothers Enterprises Trust
Erivan Haub Trustee
Erivan Haub, Trustee

The foregoing instrument was acknowledged before me by Erivan Haub as Trustee of the Haub Brothers Enterprises Trust dated September 21, 1984 this 19 day of JANUARY, 2000.

Witness my hand and official seal.

John D. Barline
Notary Public JOHN D. BARLINE

My Commission expires: 10/30/2001

591

RECORDED Jan. 28, 2000 TO 2:20 PM
IN BOOK 70 Misc. PAGE 591
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lewis

AFFIDAVIT

State of Washington)
ss. **277079**
County of Pierce)

COMES NOW, Erivan Haub, Trustee of the Haub Brothers Enterprises Trust dated September 21, 1984, who, being duly sworn on oath according to law, does hereby make the following statements of fact and affirm:

1. THAT my mailing address is P. O. Box 1241
Pinedale, Wyoming 82941

or

Haub Enterprises Trust
c/o Williams, Kastner & Gibbs
John D. Barline
1000 Financial Center
1145 Broadway Plaza
Tacoma, WA 98402-3502

2. THAT I am a Trustee of the Haub Brothers Enterprises Trust dated September 21, 1984.

3. THAT Haub Brothers Enterprises Trust dated September 21, 1984, was the owner of all lands known as Mollring First Addition to the Town of Pinedale at the time of filing on May 23, 1996, in Book 66, Misc., page 36 in the office of the County Clerk of Sublette County, Wyoming.

4. THAT the plat as filed was with the free consent and in accordance with my desires as Trustee of the Haub Brothers Enterprises Trust.

5. THAT the words "with the free consent and in accordance with the desires of the undersigned owner and proprietor" be added the Certificate of Owner on the Plat of the Mollring First Addition to the Town of Pinedale as filed in Book 66, Misc., page 36 in the office of the County Clerk of Sublette County, Wyoming.

Haub Brothers Enterprises Trust
Erivan Haub, Trustee
Erivan Haub, Trustee

The foregoing instrument was acknowledged before me by Erivan Haub as Trustee of the Haub Brothers Enterprises Trust dated September 21, 1984 this 24th day of January, 2000.
Witness my hand and official seal.

Notary Public John D. Barline

My Commission expires: 10/30/2001

ANDS SHOWN ON [redacted] LAT TO
F LOT 2, OF SECTION 5,
XCEPTING THEREFROM THAT
OFFICE OF THE CLERK
AND THAT THE DEVELOPMENT
ENT AND IN ACCORDANCE WITH
THAT THE ACCESS ROAD, BLOOM
, IS RESERVED FOR THE USE OF
SUCCESSORS AND
AINTENANCE OF

Bloom

Notary Public
State of
Wyoming
Dec 20, 2000

ORE ME BY
__, 1999.
__, 1999.

H. Meyer
C

WAS
Y MADE
THAT

nd Surveyor
Doyle
2000
ING

FORE ME BY
ay, 2000.

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INGER - NOTARY PUBLIC
STATE OF
WYOMING
I EXPIRES 2/23/2001

SCALE: [redacted] = 2000

[redacted]

CERTIFICATE OF APPROVAL

PURSUANT TO SECTIONS 34-12-102 AND 34-12-103, WYOMING STATUTES, 1977, AS AMENDED, THE BLOOM LOT DIVISION WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS ON THE 18th DAY OF January, 2000. 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

William W. Cramer
WILLIAM W. CRAMER, CHAIRMAN

Gordon Johnston
GORDON JOHNSTON, COMMISSIONER

Betty Fear
BETTY FEAR, COMMISSIONER

ATTEST: Mary L. Lankford
MARY L. LANKFORD, COUNTY CLERK

THE STATE OF WYOMING
COUNTY CLERK
SUBLETTE COUNTY

277080

RECORDED Jan. 26, 2000 @ 2:20 PM
IN BOOK 70 Misc PAGE 592
FEES $50.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

BLOOM
LOT DIVISION

LOCATED IN
LOT 2 SEC. 5,
T.33N., R.109W., OF THE 6TH P.M.
SUBLETTE COUNTY, WYOMING

593

THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

Probate No. 1717

FILED

JAN 14 2000

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

IN THE MATTER OF THE ESTATE OF PAUL J. EGGERS, Deceased

DECREE OF DISTRIBUTION OF REAL PROPERTY

THE ABOVE MATTER came on before the Court on the 3rd day of January, 2000, upon Application for Decree of Distribution of real property of the above-named Decedent, and it appearing to the Court that the decedent died testate on August 29, 1998, in Maricopa County, Arizona, with an estate the entire value of which does not exceed $70,000.00, and owning an interest in real property located in Sublette County, Wyoming, and described as:

Lot 82, Block 4, Barger Subdivision, Fourth Filing, Sublette County, Wyoming;

that said property has been appraised in accordance with the law; that notice of the Application has been given in the manner and period required by law; that 30 days have elapsed since the death of the decedent; that no application for appointment of a personal representative is pending or has been granted in any jurisdiction; and that, pursuant to the Confirmation of Property Ownership and Settlement Agreement executed by all parties interested in the estate and in this property, the Applicant in this matter is entitled to right and title to the above-described real property.

IT IS ORDERED, ADJUDGED AND DECREED that the above-described real property of the estate of PAUL J. EGGERS, deceased, located in Sublette County, Wyoming, be distributed to BONNIE Y. EGGERS, 13627 Gable Hills Drive, Sun City West, Arizona 85375, and that all right, title and interest of the decedent in said property be and hereby is vested in BONNIE Y. EGGERS.

DATED this 8th day of January, 2000.

BY THE COURT:

[signature]
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 [signature]

277081

RECORDED Jan. 28, 2000 at 2:45 PM
IN BOOK 70 Misc. PAGE 593
FEES $ 6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Zacher

11 pgs

IN THE COUNTY COURT OF SUBLETTE COUNTY, WYOMING

JOHN V. CROW, COUNTY COURT JUDGE

FILED

CvC - 6100

FEB 01 2000

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

DEBBIE LEAVITT

Plaintiff,

vs.

ELLIOT V. KOURI

Defendant.

Civil No. **SC-9912-0008**

FILED

JAN 20 2000

Sublette County Clerk
By
CLERK

JUDGMENT

The above matter came on for trial on the 20th day of January, 2000, and evidence was introduced and considered.

PLAINTIFF: ✓ appeared in person.

____ did not appear in support of the claim; therefore, it is ordered that the claim be dismissed.

DEFENDANT: ____ appeared in person.

✓ having been served with process, did not appear.

✓ IT IS ORDERED that judgment be entered in favor of Plaintiff and against Defendant in the amount of $ 262 1.00, plus costs in the amount of $ 30.00, for a total judgment for the Plaintiff in the amount of $ 265 1.00.

____ IT IS ORDERED that judgment be entered in favor of Defendant, and that Plaintiff's claim be dismissed.

Dated this 20th day of January, 2000.

THE STATE OF WYOMING
COUNTY OF SUBLETTE
MARILYN M. JENSEN, CLERK OF THE NINTH JUDICAL 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

BY THE COURT:

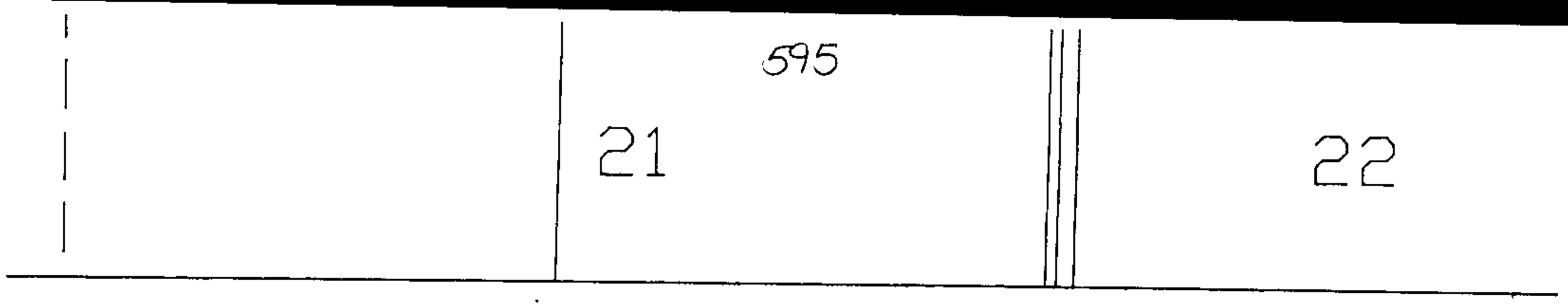
JOHN V. CROW,
County Judge

277134

STATE OF WYOMING
COUNTY OF SUBLETTE
REBECCA A. EAGLER, DEPUTY CLERK OF THE SUBLETTE COUNTY 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 Rebecca A. Eagler

RECORDED Feb. 2, 2000 @ 9:05 AM
IN BOOK 70 Misc. PAGE 594
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sadler

SUBLETTE COUNTY COURT
PINEDALE, WYOMING



VICINITY MAP

SCALE:
1" = 1000'

TRUST, DATED
ALL LANDS SHOWN
SAID LANDS BEING
JBLETTE COUNTY,

1850.32 FEET FROM THE
EGINNING IS A POINT ON
53; FROM SAID NORTHEAST
BEARS SOUTH A DISTANCE
IPTION; THENCE FROM SAID
THE POINT OF INTERSECTION
NORTHEAST RIGHT-OF-WAY
ANCE OF 0.04 FEET; THENCE
A DISTANCE OF 66.99 FEET;
ITERSECTION WITH SAID
ORNER OF A TRACT OF LAND
E COUNTY CLERK OF SUBLETTE
169.02 FEET; THENCE
DISTANCE OF 75.07 FEET TO
ACT OF LAND AS RECORDED
RK; THENCE S.49°43'40"E., A
NER OF SAID TRACT RECORDED
DISTANCE OF 288.16 FEET
RE OR LESS;

T, IS WITH THE FREE
NED OWNERS AND

W. OF THE 6TH P.M.,
L LINES AT HEREINAFTER
SOUTHEASTERLY OR
FOLLOWS:
O SECTION 16 FROM
TH, A DISTANCE OF
NT; THENCE S.52°04'10"W.,
TRACT 1 AS SHOWN ON
E POINT OF BEGINNING;
FEET APART, S.40°16'20"W.,
EET APART, S.40°16'20"W.,
APART, S.40°16'20"W.,
ON THE NORTH RIGHT-
ALUMINUM CAP; SAID
N AND MAINTENANCE
E/4 WHICH IS BOUNDED
U.S. HIGHWAY 191
ORS AND ASSIGNS.

BY
0.

RY PUBLIC

CERTIFICATE OF APPROVAL

PURSUANT TO SECTIONS 34-12-102 AND 34-12-103, WYOMING STATUTES, 1977, AS AMENDED, AND THE SUBLETTE COUNTY SUBDIVISION RESOLUTION, THE BOULDER STORE LOT DIVISION WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS ON THE 1st DAY OF February, 2000. 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

William W Cramer
WILLIAM W. CRAMER, CHAIRMAN

Gordon Johnston
GORDON JOHNSTON, COMMISSIONER

Betty Fear
BETTY FEAR, COMMISSIONER

ATTEST: Mary L. Lankford
MARY L. LANKFORD, COUNTY CLERK

THE STATE OF WYOMING
COUNTY CLERK
SUBLETTE COUNTY

277135

RECORDED Feb. 2, 2000 @ 10:52 AM
IN BOOK 70 Misc. PAGE 595
FEES $ 50.00 Mary L. Lankford CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Jackson

BOULDER STORE

LOT DIVISION

LOCATED IN THE

NE/4, SECTION 16,
T.32N., R.108W., 6TH P.M.
SUBLETTE COUNTY, WYOMING

GRANT OF FISHING RIGHTS FOR SEVEN MILE RIVER RANCH

Seven Mile River Ranch LLC, a Wyoming limited liability company, of Teton County, Wyoming, hereby grants, assigns, and conveys to L. E. Simmons, his successors and assigns ("Grantee") of 6600 Texas Commerce Tower, Houston, Texas, 77002, an easement along the Green River, Failer Creek, Poole Slough and other common fishing water with the right to fish (one (1) "rod" right) in accordance with regulations promulgated from time to time by the Seven Mile River Ranch Owners Association (the "Association") over, upon and across strips of land to be measured fifty (50) feet upland from the banks of the Green River, Failer Creek, Poole Slough and other common fishing waters within the real property described on Exhibit "A" attached hereto and made a part hereof (the "Property"). This grant is made for the purpose of memorializing the fishing rights reserved by the Declarant, and its assigns, under the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch recorded in the records of the Sublette County Clerk on November 10, 1998 in Book 69 Misc. at page 112 et. seq. as amended by the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch recorded in the records of the Sublette County Clerk on January 20, 2000 in Book 70 Misc., page 536 et. seq. (the "CCRs"). The easement and fishing rights granted herein shall be subject to regulation by the Association on a non-discriminatory basis with the Owners of the Property who hold "rod" rights. The rights granted herein shall include the right to use the Lodge subject to terms and conditions applicable to all Owners of the Property. For and in consideration of these privileges, Grantee, its successors and assigns, shall pay an amount equal to twenty-five percent (25%) of the regular and fishing assessments under the CCRs (exclusive of special assessments for capital improvements) applicable for each Parcel. Capitalized terms herein shall have the same meaning ascribed to such terms in the CCRs. The obligations and rights established herein shall be binding upon and for the benefit of Grantee, its successors and assigns.

277198

RECORDED Feb. 7, 2000 TIME 3:30 PM
IN BOOK 70 Misc. PAGE 596
FEES $20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soster

DATED this 31st day of January, 2000.

SEVEN MILE RIVER RANCH LLC, a Wyoming limited liability company

BY: Panther LLC, a Wyoming limited liability company, its Authorized Member

BY: Cora Capital LLC, a Wyoming limited liability company, its Manager

BY: _____
Ronald D. Saypol, Manager

STATE OF Wyoming)
) ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Ronald D. Saypol before me and to me known to be the person who executed the foregoing as Manager of Cora Capital LLC, a Wyoming limited liability company, Manager of Panther LLC, a Wyoming limited liability company, Authorized Member of Seven Mile River Ranch LLC, a Wyoming limited liability company, and acknowledged that he executed the foregoing as such Manager in the name of and for and on behalf of the said company, this 31st day of January, 2000.

Witness my hand and official seal.

DEBORAH A. MEAGHER - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires Nov. 10, 2001

_____
Notary Public

My Commission Expires:
11/10/01

Exhibit "A"
to the
Grant of Fishing Rights to Seven Mile River Ranch

LEGAL DESCRIPTION
of the
Seven Mile River Ranch
Sublette County, Wyoming

Those lands lying within Section 36, T34N, R111W, Sections 29, 30, 31, 32, 33, T34N, R110W; Sections 5, 6, 7, 8, T33N, R110W; 6th P.M., Sublette County, Wyoming, also known as Parcels 1-20 Seven Mile River Ranch, more particularly described as follows:

BEGINNING at the township corner common to T33N and T34N, and R110W and R111W where is found an original stone per a Wyoming Corner Record filed in said Office;

THENCE along the south line of said Section 36, S 89°50'34"W, 1273.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE following the east line of that tract described in Book 2 of Patents, page 25, filed in said Office, N 00°09'26"W, 400.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of said tract, S 89°50'34"W, 435.60 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said tract, S 00°09'26"E, 400.00 feet to an intersection with the south line of said Section 36, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said south line, S 89°50'34"W, 335.80 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 89°50'34"W, 771.66 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE continuing S 89°50'34"W, 2239.95 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE continuing S 89°50'34"W, 304.99 feet to a witness corner marked by a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE continuing S 89°50'34"W, 31.00 feet to a point in Prairie Creek;

THENCE along the west line of said Section 36, N 00°51'12"W, 2622.71 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831;

THENCE along the north line of the S1/2 of said Section 36, N 89°47'27"E, 5436.96 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831;

THENCE along the west line of said Section 31, N 00°07'42"E, 2627.50 feet to a 2½ inch diameter aluminum pipe with a 2½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along the north line of said Section 31, N 89°28'17"E, 2379.43 feet to a 2½ inch diameter aluminum pipe with a 2½ inch diameter aluminum cap inscribed "RIO VERDE

PE&LS 3054;

THENCE along the west line of the SE1/4 of said Section 30, N 01°26'53"E, 2646.51 feet to a 2¼ inch diameter aluminum pipe with a 2½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along the west line of the NE1/4 of said Section 30, N 01°28'02"E, 36.67 feet to the intersection with the south right-of-way line of U.S. Highway No. 191 as described in Book 5 of Miscellaneous, page 320, filed in said Office, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE following said south right-of-way line of said U.S. Highway No. 191, S 85°37'38"E, 395.60 feet to an intersection with the north line of said SE1/4 of said Section 30, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of said SE1/4, N 89°03'29"E, 909.00 feet to a PK nail;

THENCE continuing N 89°03'28"E, 1304.31 feet to an original stone found per Wyoming Corner Record filed in said Office;

THENCE departing said north line, S 00°52'37"W, 105.21 feet to an intersection with the centerline of said U.S. Highway No. 191;

THENCE following said centerline, S 85°37'38"E, 1352.57 feet to a point of curvature;

THENCE continuing along said centerline of said U.S. Highway No. 191 along a curve to the right having a radius of 5729.58 feet and an arc length of 2504.37 feet, being subtended by a chord of S 73°06'05"E, 2484.48 feet to a point;

THENCE continuing along said centerline, S 60°34'53"E, 258.94 feet to a point;

THENCE departing said centerline, S 00°28'22"W, 114.28 feet to an intersection with said south right-of-way line marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 00°28'22"W, 86.88 feet to the northwest corner of the SE1/4SE1/4 of said Section 29 marked by a 5/8 inch diameter steel rebar with a 1½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along said north line, N 88°56'53"E, 149.93 feet to an intersection with said south right-of-way line of said U.S. Highway No. 191, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing N 88°56'53"E, 197.20 feet to an intersection with said centerline;

THENCE continuing N 88°56'53"E, 197.20 feet to an intersection with the north right-of-way line of said U.S. Highway No. 191, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing N 88°56'53"E, 780.21 feet to a 5/8 inch diameter steel rebar with a 1½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along the east line of the SE1/4SE1/4 of said Section 29, S 00°23'59"W, 452.45 feet to a Wyoming Highway Department right-of-way monument;

THENCE continuing S 00°23'59"W, 114.36 feet to an intersection with said centerline;

THENCE continuing S 00°23'59"W, 114.36 feet to an intersection with said south right-of-way line, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 00°23'59"W, 642.81 feet to an original stone found per Wyoming Corner Record filed in said Office;

THENCE along the north line of said Section 33, N 89°07'40"E, 641.36 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing N 89°07'40"E, 2006.18 feet to an original stone found per Wyoming Corner Record filed in said Office;

THENCE along the center section line of said Section 33, S 00°59'36"E, 1328.59 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of the SW1/4NE1/4, N 88°48'33"E, 1316.20 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of said SW1/4NE1/4, S 01°02'57"E, 1327.38 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the NW1/4SE1/4 of said Section 33, S 01°05'13"E, 349.70 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 01°05'13"E, 1000.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of the SE1/4SE1/4 of said Section 33, N 89°09'03"E, 1320.52 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of said SE1/4SE1/4, S 01°12'50"E, 1358.78 feet to a 2 ½" diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE along the south line of said SE1/4SE1/4, S 89°32'42"W, 585.19 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE departing said south line, N 03°29'55"W, 731.05 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE N 55°35'36"E, 230.01 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE N 22°41'00"W, 80.00 feet to an intersection with the west right-of-way line of Woods Wardell County Road No. 23-170 described in Book 27 of Miscellaneous, page 380, filed in said Office, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said west right-of-way line, S 67°19'00"W, 135.63 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing along said west right-of-way line, S 50°14'00"W, 155.82 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing along said west right-of-way line, S 10°51'00"W, 653.40 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing along said west right-of-way line, S 02°13'00"E, 141.85 feet to an intersection with the south line of the SE1/4SE1/4 of said Section 33, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said south line, S 89°32'42"W, 490.28 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE along the west line of said SE1/4SE1/4, N 01°05'13"W, 1234.31 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE N 45°00'00"W, 160.76 feet to an intersection with the south line of the NW1/4SE1/4 of said Section 33 marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said south line, S 89°09'03"W, 1208.21 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the N1/2SW1/4 of said Section 33, S 89°09'03"W, 246.50 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 89°09'03"W, 2399.47 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the SE1/4SE1/4 of said Section 32, S 00°58'34"E, 991.77 feet to a point;

THENCE departing said east line, S 89°01'43"W, 60 feet to a point;

THENCE S 00°58'34"E, 330 feet to an intersection with the south line of said SE1/4SE1/4;

THENCE along said south line, S 89°01'43"W, 1273.46 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the SW1/4SE1/4 of said Section 32, S 89°01'43"W, 775.37 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE departing said south line, S 04°38'50"W, 497.46 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE S 29°37'16"E, 631.53 feet to an intersection with the south line of Government Lot 2 of said Section 5, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE along said south line, S 89°36'31"W, 807.93 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the S1/2NW1/4 of said Section 5, S 01°12'25"E, 1331.66

feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the SW1/4 of said Section 5, S 01°12'25"E, 2663.57 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the N1/2NW1/4 of said Section 8, S 00°09'34"E, 1331.64 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the said N1/2NW1/4 of said Section 8, S 89°37'33"W, 2661.14 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the NE1/4NE1/4 of said Section 7, S 88°36'24"W, 1331.16 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said NE1/4NE1/4, N 00°10'45"W, 1359.47 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of the NW1/4NE1/4 of said Section 7, S 89°51'18"W, 1331.66 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of the SE1/4 of said Section 6, N 00°31'24"W, 2520.13 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the SE1/4NW1/4 of said Section 6, S 86°47'44"W, 1300.37 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said SE1/4NW1/4, N 00°54'13"W, 1295.78 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of Government Lot 4 of said Section 6, S 87°50'46"W, 1188.89 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said Government Lot 4, N 00°22'22"W, 1318.14 feet to the POINT OF BEGINNING;

Excluding the following three (3) tracts:
0.05 acres in the S1/2 said Section 36, Book 3 Deeds, Page 336, in said Office;
4.89 acres in the SW1/4 of said Section 29, Book 26 Deeds, Page 230, in said Office;
Parcel 2 of the Seven Mile River Ranch, Sublette County, Wyoming as described on Schedule 1 hereto.

All as shown on that Map of Survey titled "Seven Mile River Ranch" recorded in the Office of the Clerk, Sublette County, Wyoming, Book 69 of Miscellaneous, page 37.

Schedule 1

Description of Parcel 2
of the
Seven Mile River Ranch
Sublette County Wyoming

That part of the South ½ of Section 36, T34N, R111W, 6th P.M., Sublette County, Wyoming, lying westerly of the following described lines;

BEGINNING at a point on the south line of said South ½ which bears S 89°50'34"W, 2044.40 feet from the south east corner of said Section 36 where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County, Wyoming;

THENCE N 31°15'13"E, 1292.70 feet to a point;
THENCE N 56°30'50"E, 631.63 feet to a point;
THENCE N 75°42'53"W, 431.35 feet to an intersection with the thread of Horse Creek;
THENCE following the thread of Horse Creek downstream in a northerly direction through the following courses, N 03°26'06"W, 227.03 feet;
THENCE N 04°54'58"W, 199.17 feet;
THENCE N 09°30'40"E, 151.45 feet;
THENCE N 32°51'13"E, 194.32 feet;
THENCE N 38°32'35"E, 245.16 feet;
THENCE N 39°27'06"E, 181.76 feet to an intersection with the north line of said south ½ of Section 36, said intersection bears S 89°47'27"W, 902.79 feet from the ¼ corner common to said Section 36 and Section 31, T34N, R110W;

Said Parcel encompasses an area of 242 acres more or less .

SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record.

Todd Cedarholm
Wyoming PLS No. 6447
Pierson Land Surveys, P.C.
Jackson, WY

F:\1997\97185\97185leg\7mile_2.wpd v1.2 3/7/98

GRANT OF FISHING RIGHTS FOR SEVEN MILE RIVER RANCH

Seven Mile River Ranch LLC, a Wyoming limited liability company, of Teton County, Wyoming, hereby grants, assigns, and conveys to Paul Baker, his successors and assigns ("Grantee") of 20 Calle Encanto, Tucson, Arizona, 85716, an easement along the Green River, Failer Creek, Poole Slough and other common fishing water with the right to fish (one (1) "rod" right) in accordance with regulations promulgated from time to time by the Seven Mile River Ranch Owners Association (the "Association") over, upon and across strips of land to be measured fifty (50) feet upland from the banks of the Green River, Failer Creek, Poole Slough and other common fishing waters within the real property described on Exhibit "A" attached hereto and made a part hereof (the "Property"). This grant is made for the purpose of memorializing the fishing rights reserved by the Declarant, and its assigns, under the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch recorded in the records of the Sublette County Clerk on November 10, 1998 in Book 69 Misc. at page 112 et. seq. as amended by the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch recorded in the records of the Sublette County Clerk on January 20, 2000 in Book 70 Misc., page 536 et. seq. (the "CCRs"). The easement and fishing rights granted herein shall be subject to regulation by the Association on a non-discriminatory basis with the Owners of the Property who hold "rod" rights. The rights granted herein shall include the right to use the Lodge subject to terms and conditions applicable to all Owners of the Property. For and in consideration of these privileges, Grantee, its successors and assigns, shall pay an amount equal to twenty-five percent (25%) of the regular and fishing assessments under the CCRs (exclusive of special assessments for capital improvements) applicable for each Parcel. Capitalized terms herein shall have the same meaning ascribed to such terms in the CCRs. The obligations and rights established herein shall be binding upon and for the benefit of Grantee, its successors and assigns.

277199

RECORDED Feb. 7 2000 @ 3:30 PM
IN BOOK 70 Misc. PAGE 604
FEES $20.00 Mun COUNTY CLERK
WYOMING
By Cathy Sisler

DATED this 31st day of January, 2000.

SEVEN MILE RIVER RANCH LLC, a Wyoming limited liability company

BY: Panther LLC, a Wyoming limited liability company, its Authorized Member

BY: Cora Capital LLC, a Wyoming limited liability company, its Manager

BY: _____
Ronald D. Saypol, Manager

STATE OF Wyoming)
) ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Ronald D. Saypol before me and to me known to be the person who executed the foregoing as Manager of Cora Capital LLC, a Wyoming limited liability company, Manager of Panther LLC, a Wyoming limited liability company, Authorized Member of Seven Mile River Ranch LLC, a Wyoming limited liability company, and acknowledged that he executed the foregoing as such Manager in the name of and for and on behalf of the said company, this 31st day of January, 2000.

Witness my hand and official seal.

DEBORAH A. MEAGHER - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires Nov. 10, 2001

My Commission Expires:
11/10/01

_____
Notary Public

Exhibit "A"
to the
Grant of Fishing Rights to Seven Mile River Ranch

LEGAL DESCRIPTION
of the
Seven Mile River Ranch
Sublette County, Wyoming

Those lands lying within Section 36, T34N, R111W, Sections 29, 30, 31, 32, 33, T34N, R110W; Sections 5, 6, 7, 8, T33N, R110W; 6th P.M., Sublette County, Wyoming, also known as Parcels 1-20 Seven Mile River Ranch, more particularly described as follows:

BEGINNING at the township corner common to T33N and T34N, and R110W and R111W where is found an original stone per a Wyoming Corner Record filed in said Office;

THENCE along the south line of said Section 36, S 89°50'34"W, 1273.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE following the east line of that tract described in Book 2 of Patents, page 25, filed in said Office, N 00°09'26"W, 400.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of said tract, S 89°50'34"W, 435.60 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said tract, S 00°09'26"E, 400.00 feet to an intersection with the south line of said Section 36, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said south line, S 89°50'34"W, 335.80 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 89°50'34"W, 771.66 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE continuing S 89°50'34"W, 2239.95 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE continuing S 89°50'34"W, 304.99 feet to a witness corner marked by a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE continuing S 89°50'34"W, 31.00 feet to a point in Prairie Creek;

THENCE along the west line of said Section 36, N 00°51'12"W, 2622.71 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831;

THENCE along the north line of the S1/2 of said Section 36, N 89°47'27"E, 5436.96 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831;

THENCE along the west line of said Section 31, N 00°07'42"E, 2627.50 feet to a 2¼ inch diameter aluminum pipe with a 2½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along the north line of said Section 31, N 89°28'17"E, 2379.43 feet to a 2¼ inch diameter aluminum pipe with a 2½ inch diameter aluminum cap inscribed "RIO VERDE

606

PE&LS 3054;

THENCE along the west line of the SE1/4 of said Section 30, N 01°26'53"E, 2646.51 feet to a 2¼ inch diameter aluminum pipe with a 2½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along the west line of the NE1/4 of said Section 30, N 01°28'02"E, 36.67 feet to the intersection with the south right-of-way line of U.S. Highway No. 191 as described in Book 5 of Miscellaneous, page 320, filed in said Office, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE following said south right-of-way line of said U.S. Highway No. 191, S 85°37'38"E, 395.60 feet to an intersection with the north line of said SE1/4 of said Section 30, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of said SE1/4, N 89°03'29"E, 909.00 feet to a PK nail;

THENCE continuing N 89°03'28"E, 1304.31 feet to an original stone found per Wyoming Corner Record filed in said Office;

THENCE departing said north line, S 00°52'37"W, 105.21 feet to an intersection with the centerline of said U.S. Highway No. 191;

THENCE following said centerline, S 85°37'38"E, 1352.57 feet to a point of curvature;

THENCE continuing along said centerline of said U.S. Highway No. 191 along a curve to the right having a radius of 5729.58 feet and an arc length of 2504.37 feet, being subtended by a chord of S 73°06'05"E, 2484.48 feet to a point;

THENCE continuing along said centerline, S 60°34'53"E, 258.94 feet to a point;

THENCE departing said centerline, S 00°28'22"W, 114.28 feet to an intersection with said south right-of-way line marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 00°28'22"W, 86.88 feet to the northwest corner of the SE1/4SE1/4 of said Section 29 marked by a 5/8 inch diameter steel rebar with a 1½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along said north line, N 88°56'53"E, 149.93 feet to an intersection with said south right-of-way line of said U.S. Highway No. 191, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing N 88°56'53"E, 197.20 feet to an intersection with said centerline;

THENCE continuing N 88°56'53"E, 197.20 feet to an intersection with the north right-of-way line of said U.S. Highway No. 191, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing N 88°56'53"E, 780.21 feet to a 5/8 inch diameter steel rebar with a 1½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along the east line of the SE1/4SE1/4 of said Section 29, S 00°23'59"W, 452.45 feet to a Wyoming Highway Department right-of-way monument;

THENCE continuing S 00°23'59"W, 114.36 feet to an intersection with said centerline;

THENCE continuing S 00°23'59"W, 114.36 feet to an intersection with said south right-of-way line, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 00°23'59"W, 642.81 feet to an original stone found per Wyoming Corner Record filed in said Office;

THENCE along the north line of said Section 33, N 89°07'40"E, 641.36 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing N 89°07'40"E, 2006.18 feet to an original stone found per Wyoming Corner Record filed in said Office;

THENCE along the center section line of said Section 33, S 00°59'36"E, 1328.59 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of the SW1/4NE1/4, N 88°48'33"E, 1316.20 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of said SW1/4NE1/4, S 01°02'57"E, 1327.38 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the NW1/4SE1/4 of said Section 33, S 01°05'13"E, 349.70 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 01°05'13"E, 1000.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of the SE1/4SE1/4 of said Section 33, N 89°09'03"E, 1320.52 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of said SE1/4SE1/4, S 01°12'50"E, 1358.78 feet to a 2 ½" diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE along the south line of said SE1/4SE1/4, S 89°32'42"W, 585.19 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE departing said south line, N 03°29'55"W, 731.05 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE N 55°35'36"E, 230.01 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE N 22°41'00"W, 80.00 feet to an intersection with the west right-of-way line of Woods Wardell County Road No. 23-170 described in Book 27 of Miscellaneous, page 380, filed in said Office, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said west right-of-way line, S 67°19'00"W, 135.63 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing along said west right-of-way line, S 50°14'00"W, 155.82 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing along said west right-of-way line, S 10°51'00"W, 653.40 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing along said west right-of-way line, S 02°13'00"E, 141.85 feet to an intersection with the south line of the SE1/4SE1/4 of said Section 33, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said south line, S 89°32'42"W, 490.28 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE along the west line of said SE1/4SE1/4, N 01°05'13"W, 1234.31 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE N 45°00'00"W, 160.76 feet to an intersection with the south line of the NW1/4SE1/4 of said Section 33 marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said south line, S 89°09'03"W, 1208.21 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the N1/2SW1/4 of said Section 33, S 89°09'03"W, 246.50 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 89°09'03"W, 2399.47 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the SE1/4SE1/4 of said Section 32, S 00°58'34"E, 991.77 feet to a point;

THENCE departing said east line, S 89°01'43"W, 60 feet to a point;

THENCE S 00°58'34"E, 330 feet to an intersection with the south line of said SE1/4SE1/4;

THENCE along said south line, S 89°01'43"W, 1273.46 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the SW1/4SE1/4 of said Section 32, S 89°01'43"W, 775.37 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE departing said south line, S 04°38'50"W, 497.46 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE S 29°37'16"E, 631.53 feet to an intersection with the south line of Government Lot 2 of said Section 5, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE along said south line, S 89°36'31"W, 807.93 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the S1/2NW1/4 of said Section 5, S 01°12'25"E, 1331.66

feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the SW1/4 of said Section 5, S 01°12'25"E, 2663.57 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the N1/2NW1/4 of said Section 8, S 00°09'34"E, 1331.64 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the said N1/2NW1/4 of said Section 8, S 89°37'33"W, 2661.14 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the NE1/4NE1/4 of said Section 7, S 88°36'24"W, 1331.16 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said NE1/4NE1/4, N 00°10'45"W, 1359.47 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of the NW1/4NE1/4 of said Section 7, S 89°51'18"W, 1331.66 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of the SE1/4 of said Section 6, N 00°31'24"W, 2520.13 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the SE1/4NW1/4 of said Section 6, S 86°47'44"W, 1300.37 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said SE1/4NW1/4, N 00°54'13"W, 1295.78 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of Government Lot 4 of said Section 6, S 87°50'46"W, 1188.89 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said Government Lot 4, N 00°22'22"W, 1318.14 feet to the POINT OF BEGINNING;

Excluding the following three (3) tracts:
0.05 acres in the S1/2 said Section 36, Book 3 Deeds, Page 336, in said Office;
4.89 acres in the SW1/4 of said Section 29, Book 26 Deeds, Page 230, in said Office;
Parcel 2 of the Seven Mile River Ranch, Sublette County, Wyoming as described on Schedule 1 hereto.

All as shown on that Map of Survey titled "Seven Mile River Ranch" recorded in the Office of the Clerk, Sublette County, Wyoming, Book 69 of Miscellaneous, page 37.

Schedule 1

Description of Parcel 2
of the
Seven Mile River Ranch
Sublette County Wyoming

That part of the South ½ of Section 36. T34N, R111W, 6th P.M., Sublette County, Wyoming, lying westerly of the following described lines;

BEGINNING at a point on the south line of said South ½ which bears S 89°50'34"W, 2044.40 feet from the south east corner of said Section 36 where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County, Wyoming;

THENCE N 31°15'13"E, 1292.70 feet to a point;
THENCE N 56°30'50"E, 631.63 feet to a point;
THENCE N 75°42'53"W, 431.35 feet to an intersection with the thread of Horse Creek;
THENCE following the thread of Horse Creek downstream in a northerly direction through the following courses, N 03°26'06"W, 227.03 feet;
THENCE N 04°54'58"W, 199.17 feet;
THENCE N 09°30'40"E, 151.45 feet;
THENCE N 32°51'13"E, 194.32 feet;
THENCE N 38°32'35"E, 245.16 feet;
THENCE N 39°27'06"E, 181.76 feet to an intersection with the north line of said south ½ of Section 36, said intersection bears S 89°47'27"W, 902.79 feet from the ¼ corner common to said Section 36 and Section 31, T34N, R110W;

Said Parcel encompasses an area of 242 acres more or less .

SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record.

Todd Cedarholm
Wyoming PLS No. 6447
Pierson Land Surveys, P.C.
Jackson, WY

F:\1997\97185\97135leg\7mile_2.wpd v1.1 3/7/98

GRANT OF FISHING RIGHTS FOR SEVEN MILE RIVER RANCH

Seven Mile River Ranch LLC, a Wyoming limited liability company, of Teton County, Wyoming, hereby grants, assigns, and conveys to Bland Hoke, his successors and assigns ("Grantee") of P. O. Box 3281, Jackson, Wyoming, 83001, an easement along the Green River, Failer Creek, Poole Slough and other common fishing water with the right to fish (one (1) "rod" right) in accordance with regulations promulgated from time to time by the Seven Mile River Ranch Owners Association (the "Association") over, upon and across strips of land to be measured fifty (50) feet upland from the banks of the Green River, Failer Creek, Poole Slough and other common fishing waters within the real property described on Exhibit "A" attached hereto and made a part hereof (the "Property"). This grant is made for the purpose of memorializing the fishing rights reserved by the Declarant, and its assigns, under the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch recorded in the records of the Sublette County Clerk on November 10, 1998 in Book 69 Misc. at page 112 et. seq. as amended by the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch recorded in the records of the Sublette County Clerk on January 20, 2000 in Book 70 Misc., page 536 et. seq. (the "CCRs"). The easement and fishing rights granted herein shall be subject to regulation by the Association on a non-discriminatory basis with the Owners of the Property who hold "rod" rights. The rights granted herein shall include the right to use the Lodge subject to terms and conditions applicable to all Owners of the Property. For and in consideration of these privileges, Grantee, its successors and assigns, shall pay an amount equal to twenty-five percent (25%) of the regular and fishing assessments under the CCRs (exclusive of special assessments for capital improvements) applicable for each Parcel. Capitalized terms herein shall have the same meaning ascribed to such terms in the CCRs. The obligations and rights established herein shall be binding upon and for the benefit of Grantee, its successors and assigns.

277200

RECORDED Feb. 7, 2000 @ 3:30 pM
IN BOOK 70 Misc PAGE 612
FEES $20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By [illegible]

DATED this 31st day of January, 2000.

SEVEN MILE RIVER RANCH LLC, a
Wyoming limited liability company

BY: Panther LLC, a Wyoming limited liability company, its Authorized Member

BY: Cora Capital LLC, a Wyoming limited liability company, its Manager

BY: _____
Ronald D. Saypol, Manager

STATE OF Wyoming)
) ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Ronald D. Saypol before me and to me known to be the person who executed the foregoing as Manager of Cora Capital LLC, a Wyoming limited liability company, Manager of Panther LLC, a Wyoming limited liability company, Authorized Member of Seven Mile River Ranch LLC, a Wyoming limited liability company, and acknowledged that he executed the foregoing as such Manager in the name of and for and on behalf of the said company, this 31st day of January, 2000.

Witness my hand and official seal.

DEBORAH A. MEAGHER - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires Nov. 10, 2001

_____
Notary Public

My Commission Expires:
11/10/01

Exhibit "A"
to the
Grant of Fishing Rights to Seven Mile River Ranch

LEGAL DESCRIPTION
of the
Seven Mile River Ranch
Sublette County, Wyoming

Those lands lying within Section 36, T34N, R111W, Sections 29, 30, 31, 32, 33, T34N, R110W; Sections 5, 6, 7, 8, T33N, R110W; 6th P.M., Sublette County, Wyoming, also known as Parcels 1-20 Seven Mile River Ranch, more particularly described as follows:

BEGINNING at the township corner common to T33N and T34N, and R110W and R111W where is found an original stone per a Wyoming Corner Record filed in said Office;

THENCE along the south line of said Section 36, S 89°50'34"W, 1273.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE following the east line of that tract described in Book 2 of Patents, page 25, filed in said Office, N 00°09'26"W, 400.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of said tract, S 89°50'34"W, 435.60 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said tract, S 00°09'26"E, 400.00 feet to an intersection with the south line of said Section 36, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said south line, S 89°50'34"W, 335.80 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 89°50'34"W, 771.66 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE continuing S 89°50'34"W, 2239.95 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE continuing S 89°50'34"W, 304.99 feet to a witness corner marked by a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE continuing S 89°50'34"W, 31.00 feet to a point in Prairie Creek;

THENCE along the west line of said Section 36, N 00°51'12"W, 2622.71 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831;

THENCE along the north line of the S1/2 of said Section 36, N 89°47'27"E, 5436.96 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831;

THENCE along the west line of said Section 31, N 00°07'42"E, 2627.50 feet to a 2¼ inch diameter aluminum pipe with a 2½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along the north line of said Section 31, N 89°28'17"E, 2379.43 feet to a 2¼ inch diameter aluminum pipe with a 2½ inch diameter aluminum cap inscribed "RIO VERDE

PE&LS 3054;

THENCE along the west line of the SE1/4 of said Section 30, N 01°26'53"E, 2646.51 feet to a 2¼ inch diameter aluminum pipe with a 2½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along the west line of the NE1/4 of said Section 30, N 01°28'02"E, 36.67 feet to the intersection with the south right-of-way line of U.S. Highway No. 191 as described in Book 5 of Miscellaneous, page 320, filed in said Office, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE following said south right-of-way line of said U.S. Highway No. 191, S 85°37'38"E, 395.60 feet to an intersection with the north line of said SE1/4 of said Section 30, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of said SE1/4, N 89°03'29"E, 909.00 feet to a PK nail;

THENCE continuing N 89°03'28"E, 1304.31 feet to an original stone found per Wyoming Corner Record filed in said Office;

THENCE departing said north line, S 00°52'37"W, 105.21 feet to an intersection with the centerline of said U.S. Highway No. 191;

THENCE following said centerline, S 85°37'38"E, 1352.57 feet to a point of curvature;

THENCE continuing along said centerline of said U.S. Highway No. 191 along a curve to the right having a radius of 5729.58 feet and an arc length of 2504.37 feet, being subtended by a chord of S 73°06'05"E, 2484.48 feet to a point;

THENCE continuing along said centerline, S 60°34'53"E, 258.94 feet to a point;

THENCE departing said centerline, S 00°28'22"W, 114.28 feet to an intersection with said south right-of-way line marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 00°28'22"W, 86.88 feet to the northwest corner of the SE1/4SE1/4 of said Section 29 marked by a 5/8 inch diameter steel rebar with a 1½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along said north line, N 88°56'53"E, 149.93 feet to an intersection with said south right-of-way line of said U.S. Highway No. 191, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing N 88°56'53"E, 197.20 feet to an intersection with said centerline;

THENCE continuing N 88°56'53"E, 197.20 feet to an intersection with the north right-of-way line of said U.S. Highway No. 191, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing N 88°56'53"E, 780.21 feet to a 5/8 inch diameter steel rebar with a 1½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along the east line of the SE1/4SE1/4 of said Section 29, S 00°23'59"W, 452.45 feet to a Wyoming Highway Department right-of-way monument;

THENCE continuing S 00°23'59"W, 114.36 feet to an intersection with said centerline;

THENCE continuing S 00°23'59"W, 114.36 feet to an intersection with said south right-of-way line, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 00°23'59"W, 642.81 feet to an original stone found per Wyoming Corner Record filed in said Office;

THENCE along the north line of said Section 33, N 89°07'40"E, 641.36 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing N 89°07'40"E, 2006.18 feet to an original stone found per Wyoming Corner Record filed in said Office;

THENCE along the center section line of said Section 33, S 00°59'36"E, 1328.59 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of the SW1/4NE1/4, N 88°48'33"E, 1316.20 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of said SW1/4NE1/4, S 01°02'57"E, 1327.38 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the NW1/4SE1/4 of said Section 33, S 01°05'13"E, 349.70 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 01°05'13"E, 1000.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of the SE1/4SE1/4 of said Section 33, N 89°09'03"E, 1320.52 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of said SE1/4SE1/4, S 01°12'50"E, 1358.78 feet to a 2 ½" diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE along the south line of said SE1/4SE1/4, S 89°32'42"W, 585.19 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE departing said south line, N 03°29'55"W, 731.05 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE N 55°35'36"E, 230.01 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE N 22°41'00"W, 80.00 feet to an intersection with the west right-of-way line of Woods Wardell County Road No. 23-170 described in Book 27 of Miscellaneous, page 380, filed in said Office, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said west right-of-way line, S 67°19'00"W, 135.63 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing along said west right-of-way line, S 50°14'00"W, 155.82 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing along said west right-of-way line, S 10°51'00"W, 653.40 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing along said west right-of-way line, S 02°13'00"E, 141.85 feet to an intersection with the south line of the SE1/4SE1/4 of said Section 33, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said south line, S 89°32'42"W, 490.28 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE along the west line of said SE1/4SE1/4, N 01°05'13"W, 1234.31 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE N 45°00'00"W, 160.76 feet to an intersection with the south line of the NW1/4SE1/4 of said Section 33 marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said south line, S 89°09'03"W, 1208.21 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the N1/2SW1/4 of said Section 33, S 89°09'03"W, 246.50 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 89°09'03"W, 2399.47 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the SE1/4SE1/4 of said Section 32, S 00°58'34"E, 991.77 feet to a point;

THENCE departing said east line, S 89°01'43"W, 60 feet to a point;

THENCE S 00°58'34"E, 330 feet to an intersection with the south line of said SE1/4SE1/4;

THENCE along said south line, S 89°01'43"W, 1273.46 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the SW1/4SE1/4 of said Section 32, S 89°01'43"W, 775.37 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE departing said south line, S 04°38'50"W, 497.46 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE S 29°37'16"E, 631.53 feet to an intersection with the south line of Government Lot 2 of said Section 5, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE along said south line, S 89°36'31"W, 807.93 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the S1/2NW1/4 of said Section 5, S 01°12'25"E, 1331.66

feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the SW1/4 of said Section 5, S 01°12'25"E, 2663.57 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the N1/2NW1/4 of said Section 8, S 00°09'34"E, 1331.64 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the said N1/2NW1/4 of said Section 8, S 89°37'33"W, 2661.14 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the NE1/4NE1/4 of said Section 7, S 88°36'24"W, 1331.16 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said NE1/4NE1/4, N 00°10'45"W, 1359.47 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of the NW1/4NE1/4 of said Section 7, S 89°51'18"W, 1331.66 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of the SE1/4 of said Section 6, N 00°31'24"W, 2520.13 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the SE1/4NW1/4 of said Section 6, S 86°47'44"W, 1300.37 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said SE1/4NW1/4, N 00°54'13"W, 1295.78 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of Government Lot 4 of said Section 6, S 87°50'46"W, 1188.89 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said Government Lot 4, N 00°22'22"W, 1318.14 feet to the POINT OF BEGINNING;

Excluding the following three (3) tracts:
0.05 acres in the S1/2 said Section 36, Book 3 Deeds, Page 336, in said Office;
4.89 acres in the SW1/4 of said Section 29, Book 26 Deeds, Page 230, in said Office;
Parcel 2 of the Seven Mile River Ranch, Sublette County, Wyoming as described on Schedule 1 hereto.

All as shown on that Map of Survey titled "Seven Mile River Ranch" recorded in the Office of the Clerk, Sublette County, Wyoming, Book 69 of Miscellaneous, page 37.

Schedule 1

Description of Parcel 2
of the
Seven Mile River Ranch
Sublette County Wyoming

That part of the South ½ of Section 36, T34N, R111W, 6th P.M., Sublette County, Wyoming, lying westerly of the following described lines;

BEGINNING at a point on the south line of said South ½ which bears S 89°50'34"W, 2044.40 feet from the south east corner of said Section 36 where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County, Wyoming;

THENCE N 31°15'13"E, 1292.70 feet to a point;
THENCE N 56°30'50"E, 631.63 feet to a point;
THENCE N 75°42'53"W, 431.35 feet to an intersection with the thread of Horse Creek;
THENCE following the thread of Horse Creek downstream in a northerly direction through the following courses, N 03°26'06"W, 227.03 feet;
THENCE N 04°54'58"W, 199.17 feet;
THENCE N 09°30'40"E, 151.45 feet;
THENCE N 32°51'13"E, 194.32 feet;
THENCE N 38°32'35"E, 245.16 feet;
THENCE N 39°27'06"E, 181.76 feet to an intersection with the north line of said south ½ of Section 36, said intersection bears S 89°47'27"W, 902.79 feet from the ¼ corner common to said Section 36 and Section 31, T34N, R110W;

Said Parcel encompasses an area of 242 acres more or less .

SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record.

Todd Cedarholm
Wyoming PLS No. 6447
Pierson Land Surveys, P.C.
Jackson, WY

F:\1997\97185\97133leg\7mile_3.wpd v1.1 3/7/98

GRANT OF FISHING RIGHTS FOR SEVEN MILE RIVER RANCH

Seven Mile River Ranch LLC, a Wyoming limited liability company, of Teton County, Wyoming, hereby grants, assigns, and conveys to Robert Sarver, his successors and assigns ("Grantee") of 402 W. Broadway #1290, San Diego, California, 42101, an easement along the Green River, Failer Creek, Poole Slough and other common fishing water with the right to fish (one (1) "rod" right) in accordance with regulations promulgated from time to time by the Seven Mile River Ranch Owners Association (the "Association") over, upon and across strips of land to be measured fifty (50) feet upland from the banks of the Green River, Failer Creek, Poole Slough and other common fishing waters within the real property described on Exhibit "A" attached hereto and made a part hereof (the "Property"). This grant is made for the purpose of memorializing the fishing rights reserved by the Declarant, and its assigns, under the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch recorded in the records of the Sublette County Clerk on November 10, 1998 in Book 69 Misc. at page 112 et. seq. as amended by the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch recorded in the records of the Sublette County Clerk on January 20, 2000 in Book 70 Misc., page 536 et. seq. (the "CCRs"). The easement and fishing rights granted herein shall be subject to regulation by the Association on a non-discriminatory basis with the Owners of the Property who hold "rod" rights. The rights granted herein shall include the right to use the Lodge subject to terms and conditions applicable to all Owners of the Property. For and in consideration of these privileges, Grantee, its successors and assigns, shall pay an amount equal to twenty-five percent (25%) of the regular and fishing assessments under the CCRs (exclusive of special assessments for capital improvements) applicable for each Parcel. Capitalized terms herein shall have the same meaning ascribed to such terms in the CCRs. The obligations and rights established herein shall be binding upon and for the benefit of Grantee, its successors and assigns.

277201

RECORDED Feb. 7, 2000 at 3:30 PM
IN BOOK 70 Misc. PAGE 620
FEES $20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sutton

DATED this 31st day of January, 2000.

SEVEN MILE RIVER RANCH LLC, a Wyoming limited liability company

BY: Panther LLC, a Wyoming limited liability company, its Authorized Member

BY: Cora Capital LLC, a Wyoming limited liability company, its Manager

BY: _____
Ronald D. Saypol, Manager

STATE OF Wyoming)
) ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Ronald D. Saypol before me and to me known to be the person who executed the foregoing as Manager of Cora Capital LLC, a Wyoming limited liability company, Manager of Panther LLC, a Wyoming limited liability company, Authorized Member of Seven Mile River Ranch LLC, a Wyoming limited liability company, and acknowledged that he executed the foregoing as such Manager in the name of and for and on behalf of the said company, this 31st day of January, 2000.

Witness my hand and official seal.

DEBORAH A. MEAGHER - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires Nov. 10, 2001

_____
Notary Public

My Commission Expires:
11/10/01

Exhibit "A"
to the
Grant of Fishing Rights to Seven Mile River Ranch

LEGAL DESCRIPTION
of the
Seven Mile River Ranch
Sublette County, Wyoming

Those lands lying within Section 36, T34N, R111W, Sections 29, 30, 31, 32, 33, T34N, R110W; Sections 5, 6, 7, 8, T33N, R110W; 6th P.M., Sublette County, Wyoming, also known as Parcels 1-20 Seven Mile River Ranch, more particularly described as follows:

BEGINNING at the township corner common to T33N and T34N, and R110W and R111W where is found an original stone per a Wyoming Corner Record filed in said Office;

THENCE along the south line of said Section 36, S 89°50'34"W, 1273.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE following the east line of that tract described in Book 2 of Patents, page 25, filed in said Office, N 00°09'26"W, 400.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of said tract, S 89°50'34"W, 435.60 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said tract, S 00°09'26"E, 400.00 feet to an intersection with the south line of said Section 36, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said south line, S 89°50'34"W, 335.80 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 89°50'34"W, 771.66 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE continuing S 89°50'34"W, 2239.95 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE continuing S 89°50'34"W, 304.99 feet to a witness corner marked by a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE continuing S 89°50'34"W, 31.00 feet to a point in Prairie Creek;

THENCE along the west line of said Section 36, N 00°51'12"W, 2622.71 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831;

THENCE along the north line of the S1/2 of said Section 36, N 89°47'27"E, 5436.96 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831;

THENCE along the west line of said Section 31, N 00°07'42"E, 2627.50 feet to a 2¼ inch diameter aluminum pipe with a 2½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along the north line of said Section 31, N 89°28'17"E, 2379.43 feet to a 2¼ inch diameter aluminum pipe with a 2½ inch diameter aluminum cap inscribed "RIO VERDE

PE&LS 3054;

THENCE along the west line of the SE1/4 of said Section 30, N 01°26'53"E, 2646.51 feet to a 2¼ inch diameter aluminum pipe with a 2½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along the west line of the NE1/4 of said Section 30, N 01°28'02"E, 36.67 feet to the intersection with the south right-of-way line of U.S. Highway No. 191 as described in Book 5 of Miscellaneous, page 320, filed in said Office, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE following said south right-of-way line of said U.S. Highway No. 191, S 85°37'38"E, 395.60 feet to an intersection with the north line of said SE1/4 of said Section 30, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of said SE1/4, N 89°03'29"E, 909.00 feet to a PK nail;

THENCE continuing N 89°03'28"E, 1304.31 feet to an original stone found per Wyoming Corner Record filed in said Office;

THENCE departing said north line, S 00°52'37"W, 105.21 feet to an intersection with the centerline of said U.S. Highway No. 191;

THENCE following said centerline, S 85°37'38"E, 1352.57 feet to a point of curvature;

THENCE continuing along said centerline of said U.S. Highway No. 191 along a curve to the right having a radius of 5729.58 feet and an arc length of 2504.37 feet, being subtended by a chord of S 73°06'05"E, 2484.48 feet to a point;

THENCE continuing along said centerline, S 60°34'53"E, 258.94 feet to a point;

THENCE departing said centerline, S 00°28'22"W, 114.28 feet to an intersection with said south right-of-way line marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 00°28'22"W, 86.88 feet to the northwest corner of the SE1/4SE1/4 of said Section 29 marked by a 5/8 inch diameter steel rebar with a 1½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along said north line, N 88°56'53"E, 149.93 feet to an intersection with said south right-of-way line of said U.S. Highway No. 191, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing N 88°56'53"E, 197.20 feet to an intersection with said centerline;

THENCE continuing N 88°56'53"E, 197.20 feet to an intersection with the north right-of-way line of said U.S. Highway No. 191, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing N 88°56'53"E, 780.21 feet to a 5/8 inch diameter steel rebar with a 1½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along the east line of the SE1/4SE1/4 of said Section 29, S 00°23'59"W, 452.45 feet to a Wyoming Highway Department right-of-way monument;

THENCE continuing S 00°23'59"W, 114.36 feet to an intersection with said centerline;

THENCE continuing S 00°23'59"W, 114.36 feet to an intersection with said south right-of-way line, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 00°23'59"W, 642.81 feet to an original stone found per Wyoming Corner Record filed in said Office;

THENCE along the north line of said Section 33, N 89°07'40"E, 641.36 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing N 89°07'40"E, 2006.18 feet to an original stone found per Wyoming Corner Record filed in said Office;

THENCE along the center section line of said Section 33, S 00°59'36"E, 1328.59 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of the SW1/4NE1/4, N 88°48'33"E, 1316.20 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of said SW1/4NE1/4, S 01°02'57"E, 1327.38 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the NW1/4SE1/4 of said Section 33, S 01°05'13"E, 349.70 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 01°05'13"E, 1000.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of the SE1/4SE1/4 of said Section 33, N 89°09'03"E, 1320.52 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of said SE1/4SE1/4, S 01°12'50"E, 1358.78 feet to a 2 ½" diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE along the south line of said SE1/4SE1/4, S 89°32'42"W, 585.19 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE departing said south line, N 03°29'55"W, 731.05 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE N 55°35'36"E, 230.01 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE N 22°41'00"W, 80.00 feet to an intersection with the west right-of-way line of Woods Wardell County Road No. 23-170 described in Book 27 of Miscellaneous, page 380, filed in said Office, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said west right-of-way line, S 67°19'00"W, 135.63 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing along said west right-of-way line, S 50°14'00"W, 155.82 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing along said west right-of-way line, S 10°51'00"W, 653.40 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing along said west right-of-way line, S 02°13'00"E, 141.85 feet to an intersection with the south line of the SE1/4SE1/4 of said Section 33, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said south line, S 89°32'42"W, 490.28 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE along the west line of said SE1/4SE1/4, N 01°05'13"W, 1234.31 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE N 45°00'00"W, 160.76 feet to an intersection with the south line of the NW1/4SE1/4 of said Section 33 marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said south line, S 89°09'03"W, 1208.21 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the N1/2SW1/4 of said Section 33, S 89°09'03"W, 246.50 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 89°09'03"W, 2399.47 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the SE1/4SE1/4 of said Section 32, S 00°58'34"E, 991.77 feet to a point;

THENCE departing said east line, S 89°01'43"W, 60 feet to a point;

THENCE S 00°58'34"E, 330 feet to an intersection with the south line of said SE1/4SE1/4;

THENCE along said south line, S 89°01'43"W, 1273.46 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the SW1/4SE1/4 of said Section 32, S 89°01'43"W, 775.37 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE departing said south line, S 04°38'50"W, 497.46 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE S 29°37'16"E, 631.53 feet to an intersection with the south line of Government Lot 2 of said Section 5, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE along said south line, S 89°36'31"W, 807.93 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the S1/2NW1/4 of said Section 5, S 01°12'25"E, 1331.66

feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the SW1/4 of said Section 5, S 01°12'25"E, 2663.57 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the N1/2NW1/4 of said Section 8, S 00°09'34"E, 1331.64 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the said N1/2NW1/4 of said Section 8, S 89°37'33"W, 2661.14 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the NE1/4NE1/4 of said Section 7, S 88°36'24"W, 1331.16 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said NE1/4NE1/4, N 00°10'45"W, 1359.47 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of the NW1/4NE1/4 of said Section 7, S 89°51'18"W, 1331.66 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of the SE1/4 of said Section 6, N 00°31'24"W, 2520.13 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the SE1/4NW1/4 of said Section 6, S 86°47'44"W, 1300.37 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said SE1/4NW1/4, N 00°54'13"W, 1295.78 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of Government Lot 4 of said Section 6, S 87°50'46"W, 1188.89 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said Government Lot 4, N 00°22'22"W, 1318.14 feet to the POINT OF BEGINNING;

Excluding the following three (3) tracts:
0.05 acres in the S1/2 said Section 36, Book 3 Deeds, Page 336, in said Office;
4.89 acres in the SW1/4 of said Section 29, Book 26 Deeds, Page 230, in said Office;
Parcel 2 of the Seven Mile River Ranch, Sublette County, Wyoming as described on Schedule 1 hereto.

All as shown on that Map of Survey titled "Seven Mile River Ranch" recorded in the Office of the Clerk, Sublette County, Wyoming, Book 69 of Miscellaneous, page 37.

Schedule 1

Description of Parcel 2
of the
Seven Mile River Ranch
Sublette County Wyoming

That part of the South ½ of Section 36, T34N, R111W, 6th P.M., Sublette County, Wyoming, lying westerly of the following described lines;

BEGINNING at a point on the south line of said South ½ which bears S 89°50'34"W, 2044.40 feet from the south east corner of said Section 36 where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County, Wyoming;

THENCE N 31°15'13"E, 1292.70 feet to a point;
THENCE N 56°30'50"E, 631.63 feet to a point;
THENCE N 75°42'53"W, 431.35 feet to an intersection with the thread of Horse Creek;
THENCE following the thread of Horse Creek downstream in a northerly direction through the following courses, N 03°26'06"W, 227.03 feet;
THENCE N 04°54'58"W, 199.17 feet;
THENCE N 09°30'40"E, 151.45 feet;
THENCE N 32°51'13"E, 194.32 feet;
THENCE N 38°32'35"E, 245.16 feet;
THENCE N 39°27'06"E, 181.76 feet to an intersection with the north line of said south ½ of Section 36, said intersection bears S 89°47'27"W, 902.79 feet from the ¼ corner common to said Section 36 and Section 31, T34N, R110W;

Said Parcel encompasses an area of 242 acres more or less .

SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record.

Todd Cedarholm
Wyoming PLS No. 6447
Pierson Land Surveys, P.C.
Jackson, WY

F:\1997\97185\97185leg\7mile_2.wpd v1.1 3/7/98

GRANT OF FISHING RIGHTS FOR SEVEN MILE RIVER RANCH

Seven Mile River Ranch LLC, a Wyoming limited liability company, of Teton County, Wyoming, hereby grants, assigns, and conveys to Robert McGee, his successors and assigns ("Grantee") of 24 Biltmore Estates, Phoenix, Arizona, 85016, an easement along the Green River, Failer Creek, Poole Slough and other common fishing water with the right to fish (one (1) "rod" right) in accordance with regulations promulgated from time to time by the Seven Mile River Ranch Owners Association (the "Association") over, upon and across strips of land to be measured fifty (50) feet upland from the banks of the Green River, Failer Creek, Poole Slough and other common fishing waters within the real property described on Exhibit "A" attached hereto and made a part hereof (the "Property"). This grant is made for the purpose of memorializing the fishing rights reserved by the Declarant, and its assigns, under the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch recorded in the records of the Sublette County Clerk on November 10, 1998 in Book 69 Misc. at page 112 et. seq. as amended by the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch recorded in the records of the Sublette County Clerk on January 20, 2000 in Book 70 Misc., page 536 et. seq. (the "CCRs"). The easement and fishing rights granted herein shall be subject to regulation by the Association on a non-discriminatory basis with the Owners of the Property who hold "rod" rights. The rights granted herein shall include the right to use the Lodge subject to terms and conditions applicable to all Owners of the Property. For and in consideration of these privileges, Grantee, its successors and assigns, shall pay an amount equal to twenty-five percent (25%) of the regular and fishing assessments under the CCRs (exclusive of special assessments for capital improvements) applicable for each Parcel. Capitalized terms herein shall have the same meaning ascribed to such terms in the CCRs. The obligations and rights established herein shall be binding upon and for the benefit of Grantee, its successors and assigns.

277202

RECORDED Feb. 7, 2000 @ 3:30 p.m.
IN BOOK 70 Misc. PAGE 628
FEE $20.00 Mary L. Lythgoe
SUBLETTE COUNTY CLERK
By Cathy Foster

DATED this 31st day of January, 2000.

SEVEN MILE RIVER RANCH LLC, a
Wyoming limited liability company

BY: Panther LLC, a Wyoming limited liability company, its Authorized Member

BY: Cora Capital LLC, a Wyoming limited liability company, its Manager

BY: _____
Ronald D. Saypol, Manager

STATE OF Wyoming)
) ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Ronald D. Saypol before me and to me known to be the person who executed the foregoing as Manager of Cora Capital LLC, a Wyoming limited liability company, Manager of Panther LLC, a Wyoming limited liability company, Authorized Member of Seven Mile River Ranch LLC, a Wyoming limited liability company, and acknowledged that he executed the foregoing as such Manager in the name of and for and on behalf of the said company, this 31st day of January, 2000.

Witness my hand and official seal.

DEBORAH A. MEAGHER - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires Nov. 10, 2001

_____
Notary Public

My Commission Expires:
11/10/01

Exhibit "A"
to the
Grant of Fishing Rights to Seven Mile River Ranch

LEGAL DESCRIPTION
of the
Seven Mile River Ranch
Sublette County, Wyoming

Those lands lying within Section 36, T34N, R111W, Sections 29, 30, 31, 32, 33, T34N, R110W; Sections 5, 6, 7, 8, T33N, R110W; 6th P.M., Sublette County, Wyoming, also known as Parcels 1-20 Seven Mile River Ranch, more particularly described as follows:

BEGINNING at the township corner common to T33N and T34N, and R110W and R111W where is found an original stone per a Wyoming Corner Record filed in said Office;

THENCE along the south line of said Section 36, S 89°50'34"W, 1273.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE following the east line of that tract described in Book 2 of Patents, page 25, filed in said Office, N 00°09'26"W, 400.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of said tract, S 89°50'34"W, 435.60 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said tract, S 00°09'26"E, 400.00 feet to an intersection with the south line of said Section 36, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said south line, S 89°50'34"W, 335.80 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 89°50'34"W, 771.66 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE continuing S 89°50'34"W, 2239.95 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE continuing S 89°50'34"W, 304.99 feet to a witness corner marked by a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE continuing S 89°50'34"W, 31.00 feet to a point in Prairie Creek;

THENCE along the west line of said Section 36, N 00°51'12"W, 2622.71 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831;

THENCE along the north line of the S1/2 of said Section 36, N 89°47'27"E, 5436.96 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831;

THENCE along the west line of said Section 31, N 00°07'42"E, 2627.50 feet to a 2¼ inch diameter aluminum pipe with a 2½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along the north line of said Section 31, N 89°28'17"E, 2379.43 feet to a 2¼ inch diameter aluminum pipe with a 2½ inch diameter aluminum cap inscribed "RIO VERDE

PE&LS 3054;

THENCE along the west line of the SE1/4 of said Section 30, N 01°26'53"E, 2646.51 feet to a 2¼ inch diameter aluminum pipe with a 2½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along the west line of the NE1/4 of said Section 30, N 01°28'02"E, 36.67 feet to the intersection with the south right-of-way line of U.S. Highway No. 191 as described in Book 5 of Miscellaneous, page 320, filed in said Office, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE following said south right-of-way line of said U.S. Highway No. 191, S 85°37'38"E, 395.60 feet to an intersection with the north line of said SE1/4 of said Section 30, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of said SE1/4, N 89°03'29"E, 909.00 feet to a PK nail;

THENCE continuing N 89°03'28"E, 1304.31 feet to an original stone found per Wyoming Corner Record filed in said Office;

THENCE departing said north line, S 00°52'37"W, 105.21 feet to an intersection with the centerline of said U.S. Highway No. 191;

THENCE following said centerline, S 85°37'38"E, 1352.57 feet to a point of curvature;

THENCE continuing along said centerline of said U.S. Highway No. 191 along a curve to the right having a radius of 5729.58 feet and an arc length of 2504.37 feet, being subtended by a chord of S 73°06'05"E, 2484.48 feet to a point;

THENCE continuing along said centerline, S 60°34'53"E, 258.94 feet to a point;

THENCE departing said centerline, S 00°28'22"W, 114.28 feet to an intersection with said south right-of-way line marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 00°28'22"W, 86.88 feet to the northwest corner of the SE1/4SE1/4 of said Section 29 marked by a 5/8 inch diameter steel rebar with a 1½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along said north line, N 88°56'53"E, 149.93 feet to an intersection with said south right-of-way line of said U.S. Highway No. 191, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing N 88°56'53"E, 197.20 feet to an intersection with said centerline;

THENCE continuing N 88°56'53"E, 197.20 feet to an intersection with the north right-of-way line of said U.S. Highway No. 191, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing N 88°56'53"E, 780.21 feet to a 5/8 inch diameter steel rebar with a 1½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along the east line of the SE1/4SE1/4 of said Section 29, S 00°23'59"W, 452.45 feet to a Wyoming Highway Department right-of-way monument;

THENCE continuing S 00°23'59"W, 114.36 feet to an intersection with said centerline;

THENCE continuing S 00°23'59"W, 114.36 feet to an intersection with said south right-of-way line, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 00°23'59"W, 642.81 feet to an original stone found per Wyoming Corner Record filed in said Office;

THENCE along the north line of said Section 33, N 89°07'40"E, 641.36 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing N 89°07'40"E, 2006.18 feet to an original stone found per Wyoming Corner Record filed in said Office;

THENCE along the center section line of said Section 33, S 00°59'36"E, 1328.59 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of the SW1/4NE1/4, N 88°48'33"E, 1316.20 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of said SW1/4NE1/4, S 01°02'57"E, 1327.38 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the NW1/4SE1/4 of said Section 33, S 01°05'13"E, 349.70 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 01°05'13"E, 1000.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of the SE1/4SE1/4 of said Section 33, N 89°09'03"E, 1320.52 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of said SE1/4SE1/4, S 01°12'50"E, 1358.78 feet to a 2 ½" diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE along the south line of said SE1/4SE1/4, S 89°32'42"W, 585.19 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE departing said south line, N 03°29'55"W, 731.05 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE N 55°35'36"E, 230.01 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE N 22°41'00"W, 80.00 feet to an intersection with the west right-of-way line of Woods Wardell County Road No. 23-170 described in Book 27 of Miscellaneous, page 380, filed in said Office, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said west right-of-way line, S 67°19'00"W, 135.63 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing along said west right-of-way line, S 50°14'00"W, 155.82 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing along said west right-of-way line, S 10°51'00"W, 653.40 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing along said west right-of-way line, S 02°13'00"E, 141.85 feet to an intersection with the south line of the SE1/4SE1/4 of said Section 33, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said south line, S 89°32'42"W, 490.28 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE along the west line of said SE1/4SE1/4, N 01°05'13"W, 1234.31 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE N 45°00'00"W, 160.76 feet to an intersection with the south line of the NW1/4SE1/4 of said Section 33 marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said south line, S 89°09'03"W, 1208.21 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the N1/2SW1/4 of said Section 33, S 89°09'03"W, 246.50 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 89°09'03"W, 2399.47 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the SE1/4SE1/4 of said Section 32, S 00°58'34"E, 991.77 feet to a point;

THENCE departing said east line, S 89°01'43"W, 60 feet to a point;

THENCE S 00°58'34"E, 330 feet to an intersection with the south line of said SE1/4SE1/4;

THENCE along said south line, S 89°01'43"W, 1273.46 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the SW1/4SE1/4 of said Section 32, S 89°01'43"W, 775.37 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE departing said south line, S 04°38'50"W, 497.46 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE S 29°37'16"E, 631.53 feet to an intersection with the south line of Government Lot 2 of said Section 5, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE along said south line, S 89°36'31"W, 807.93 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the S1/2NW1/4 of said Section 5, S 01°12'25"E, 1331.66

feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the SW1/4 of said Section 5, S 01°12'25"E, 2663.57 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the N1/2NW1/4 of said Section 8, S 00°09'34"E, 1331.64 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the said N1/2NW1/4 of said Section 8, S 89°37'33"W, 2661.14 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the NE1/4NE1/4 of said Section 7, S 88°36'24"W, 1331.16 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said NE1/4NE1/4, N 00°10'45"W, 1359.47 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of the NW1/4NE1/4 of said Section 7, S 89°51'18"W, 1331.66 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of the SE1/4 of said Section 6, N 00°31'24"W, 2520.13 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the SE1/4NW1/4 of said Section 6, S 86°47'44"W, 1300.37 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said SE1/4NW1/4, N 00°54'13"W, 1295.78 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of Government Lot 4 of said Section 6, S 87°50'46"W, 1188.89 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said Government Lot 4, N 00°22'22"W, 1318.14 feet to the POINT OF BEGINNING;

Excluding the following three (3) tracts:
0.05 acres in the S1/2 said Section 36, Book 3 Deeds, Page 336, in said Office;
4.89 acres in the SW1/4 of said Section 29, Book 26 Deeds, Page 230, in said Office;
Parcel 2 of the Seven Mile River Ranch, Sublette County, Wyoming as described on Schedule 1 hereto.

All as shown on that Map of Survey titled "Seven Mile River Ranch" recorded in the Office of the Clerk, Sublette County, Wyoming, Book 69 of Miscellaneous, page 37.

Schedule 1

Description of Parcel 2
of the
Seven Mile River Ranch
Sublette County Wyoming

That part of the South ½ of Section 36. T34N, R111W, 6th P.M., Sublette County, Wyoming, lying westerly of the following described lines;

BEGINNING at a point on the south line of said South ½ which bears S 89°50'34"W, 2044.40 feet from the south east corner of said Section 36 where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County, Wyoming;

THENCE N 31°15'13"E, 1292.70 feet to a point;

THENCE N 56°30'50"E, 631.63 feet to a point;

THENCE N 75°42'53"W, 431.35 feet to an intersection with the thread of Horse Creek;

THENCE following the thread of Horse Creek downstream in a northerly direction through the following courses, N 03°26'06"W, 227.03 feet;

THENCE N 04°54'58"W, 199.17 feet;

THENCE N 09°30'40"E, 151.45 feet;

THENCE N 32°51'13"E, 194.32 feet;

THENCE N 38°32'35"E, 245.16 feet;

THENCE N 39°27'06"E, 181.76 feet to an intersection with the north line of said south ½ of Section 36, said intersection bears S 89°47'27"W, 902.79 feet from the ¼ corner common to said Section 36 and Section 31, T34N, R110W;

Said Parcel encompasses an area of 242 acres more or less .

SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record.

Todd Cedarholm
Wyoming PLS No. 6447
Pierson Land Surveys, P.C.
Jackson, WY

F:\1997\97185\97185leg\7mile_2.wpd v1.2 3/7/98

GRANT OF FISHING RIGHTS FOR SEVEN MILE RIVER RANCH

Seven Mile River Ranch LLC, a Wyoming limited liability company, of Teton County, Wyoming, hereby grants, assigns, and conveys to Ronald D. Saypol, his successors and assigns ("Grantee") of P. O. Box 7405, Jackson, Wyoming, 83002, an easement along the Green River, Failer Creek, Poole Slough and other common fishing water with the right to fish (one (1) "rod" right) in accordance with regulations promulgated from time to time by the Seven Mile River Ranch Owners Association (the "Association") over, upon and across strips of land to be measured fifty (50) feet upland from the banks of the Green River, Failer Creek, Poole Slough and other common fishing waters within the real property described on Exhibit "A" attached hereto and made a part hereof (the "Property"). This grant is made for the purpose of memorializing the fishing rights reserved by the Declarant, and its assigns, under the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch recorded in the records of the Sublette County Clerk on November 10, 1998 in Book 69 Misc. at page 112 et. seq. as amended by the First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Mile River Ranch recorded in the records of the Sublette County Clerk on January 20, 2000 in Book 70 Misc., page 536 et. seq. (the "CCRs"). The easement and fishing rights granted herein shall be subject to regulation by the Association on a non-discriminatory basis with the Owners of the Property who hold "rod" rights. The rights granted herein shall include the right to use the Lodge subject to terms and conditions applicable to all Owners of the Property. For and in consideration of these privileges, Grantee, its successors and assigns, shall pay an amount equal to twenty-five percent (25%) of the regular and fishing assessments under the CCRs (exclusive of special assessments for capital improvements) applicable for each Parcel. Capitalized terms herein shall have the same meaning ascribed to such terms in the CCRs. The obligations and rights established herein shall be binding upon and for the benefit of Grantee, its successors and assigns.

277203

RECORDED Feb. 7, 2000 @ 3:30 PM
IN BOOK 70 Misc PAGE 636
FEES $20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy

DATED this 31st day of January, 2000.

SEVEN MILE RIVER RANCH LLC, a
Wyoming limited liability company

BY: Panther LLC, a Wyoming limited liability company, its Authorized Member

BY: Cora Capital LLC, a Wyoming limited liability company, its Manager

BY: _____
Ronald D. Saypol, Manager

STATE OF Wyoming)
) ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Ronald D. Saypol before me and to me known to be the person who executed the foregoing as Manager of Cora Capital LLC, a Wyoming limited liability company, Manager of Panther LLC, a Wyoming limited liability company, Authorized Member of Seven Mile River Ranch LLC, a Wyoming limited liability company, and acknowledged that he executed the foregoing as such Manager in the name of and for and on behalf of the said company, this 31st day of January, 2000.

Witness my hand and official seal.

DEBORAH A. MEAGHER - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires Nov. 10, 2001

Deborah A. Meagher
Notary Public

My Commission Expires:
11/10/01

Exhibit "A"
to the
Grant of Fishing Rights to Seven Mile River Ranch

LEGAL DESCRIPTION
of the
Seven Mile River Ranch
Sublette County, Wyoming

Those lands lying within Section 36, T34N, R111W, Sections 29, 30, 31, 32, 33, T34N, R110W; Sections 5, 6, 7, 8, T33N, R110W; 6th P.M., Sublette County, Wyoming, also known as Parcels 1-20 Seven Mile River Ranch, more particularly described as follows:

BEGINNING at the township corner common to T33N and T34N, and R110W and R111W where is found an original stone per a Wyoming Corner Record filed in said Office;

THENCE along the south line of said Section 36, S 89°50'34"W, 1273.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE following the east line of that tract described in Book 2 of Patents, page 25, filed in said Office, N 00°09'26"W, 400.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of said tract, S 89°50'34"W, 435.60 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said tract, S 00°09'26"E, 400.00 feet to an intersection with the south line of said Section 36, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said south line, S 89°50'34"W, 335.80 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 89°50'34"W, 771.66 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE continuing S 89°50'34"W, 2239.95 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE continuing S 89°50'34"W, 304.99 feet to a witness corner marked by a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE continuing S 89°50'34"W, 31.00 feet to a point in Prairie Creek;

THENCE along the west line of said Section 36, N 00°51'12"W, 2622.71 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831;

THENCE along the north line of the S1/2 of said Section 36, N 89°47'27"E, 5436.96 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831;

THENCE along the west line of said Section 31, N 00°07'42"E, 2627.50 feet to a 2¼ inch diameter aluminum pipe with a 2½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along the north line of said Section 31, N 89°28'17"E, 2379.43 feet to a 2¼ inch diameter aluminum pipe with a 2½ inch diameter aluminum cap inscribed "RIO VERDE

PE&LS 3054;

THENCE along the west line of the SE1/4 of said Section 30, N 01°26'53"E, 2646.51 feet to a 2¼ inch diameter aluminum pipe with a 2½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along the west line of the NE1/4 of said Section 30, N 01°28'02"E, 36.67 feet to the intersection with the south right-of-way line of U.S. Highway No. 191 as described in Book 5 of Miscellaneous, page 320, filed in said Office, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE following said south right-of-way line of said U.S. Highway No. 191, S 85°37'38"E, 395.60 feet to an intersection with the north line of said SE1/4 of said Section 30, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of said SE1/4, N 89°03'29"E, 909.00 feet to a PK nail;

THENCE continuing N 89°03'28"E, 1304.31 feet to an original stone found per Wyoming Corner Record filed in said Office;

THENCE departing said north line, S 00°52'37"W, 105.21 feet to an intersection with the centerline of said U.S. Highway No. 191;

THENCE following said centerline, S 85°37'38"E, 1352.57 feet to a point of curvature;

THENCE continuing along said centerline of said U.S. Highway No. 191 along a curve to the right having a radius of 5729.58 feet and an arc length of 2504.37 feet, being subtended by a chord of S 73°06'05"E, 2484.48 feet to a point;

THENCE continuing along said centerline, S 60°34'53"E, 258.94 feet to a point;

THENCE departing said centerline, S 00°28'22"W, 114.28 feet to an intersection with said south right-of-way line marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 00°28'22"W, 86.88 feet to the northwest corner of the SE1/4SE1/4 of said Section 29 marked by a 5/8 inch diameter steel rebar with a 1½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along said north line, N 88°56'53"E, 149.93 feet to an intersection with said south right-of-way line of said U.S. Highway No. 191, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing N 88°56'53"E, 197.20 feet to an intersection with said centerline;

THENCE continuing N 88°56'53"E, 197.20 feet to an intersection with the north right-of-way line of said U.S. Highway No. 191, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing N 88°56'53"E, 780.21 feet to a 5/8 inch diameter steel rebar with a 1½ inch diameter aluminum cap inscribed "RIO VERDE PE&LS 3054";

THENCE along the east line of the SE1/4SE1/4 of said Section 29, S 00°23'59"W, 452.45 feet to a Wyoming Highway Department right-of-way monument;

THENCE continuing S 00°23'59"W, 114.36 feet to an intersection with said centerline;

THENCE continuing S 00°23'59"W, 114.36 feet to an intersection with said south right-of-way line, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 00°23'59"W, 642.81 feet to an original stone found per Wyoming Corner Record filed in said Office;

THENCE along the north line of said Section 33, N 89°07'40"E, 641.36 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing N 89°07'40"E, 2006.18 feet to an original stone found per Wyoming Corner Record filed in said Office;

THENCE along the center section line of said Section 33, S 00°59'36"E, 1328.59 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of the SW1/4NE1/4, N 88°48'33"E, 1316.20 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of said SW1/4NE1/4, S 01°02'57"E, 1327.38 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the NW1/4SE1/4 of said Section 33, S 01°05'13"E, 349.70 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 01°05'13"E, 1000.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of the SE1/4SE1/4 of said Section 33, N 89°09'03"E, 1320.52 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of said SE1/4SE1/4, S 01°12'50"E, 1358.78 feet to a 2 ½" diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE along the south line of said SE1/4SE1/4, S 89°32'42"W, 585.19 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE departing said south line, N 03°29'55"W, 731.05 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE N 55°35'36"E, 230.01 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE N 22°41'00"W, 80.00 feet to an intersection with the west right-of-way line of Woods Wardell County Road No. 23-170 described in Book 27 of Miscellaneous, page 380, filed in said Office, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said west right-of-way line, S 67°19'00"W, 135.63 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing along said west right-of-way line, S 50°14'00"W, 155.82 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing along said west right-of-way line, S 10°51'00"W, 653.40 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing along said west right-of-way line, S 02°13'00"E, 141.85 feet to an intersection with the south line of the SE1/4SE1/4 of said Section 33, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said south line, S 89°32'42"W, 490.28 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164";

THENCE along the west line of said SE1/4SE1/4, N 01°05'13"W, 1234.31 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE N 45°00'00"W, 160.76 feet to an intersection with the south line of the NW1/4SE1/4 of said Section 33 marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE along said south line, S 89°09'03"W, 1208.21 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the N1/2SW1/4 of said Section 33, S 89°09'03"W, 246.50 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE continuing S 89°09'03"W, 2399.47 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the SE1/4SE1/4 of said Section 32, S 00°58'34"E, 991.77 feet to a point;

THENCE departing said east line, S 89°01'43"W, 60 feet to a point;

THENCE S 00°58'34"E, 330 feet to an intersection with the south line of said SE1/4SE1/4;

THENCE along said south line, S 89°01'43"W, 1273.46 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the SW1/4SE1/4 of said Section 32, S 89°01'43"W, 775.37 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS 3831";

THENCE departing said south line, S 04°38'50"W, 497.46 feet to a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE S 29°37'16"E, 631.53 feet to an intersection with the south line of Government Lot 2 of said Section 5, marked by a 5/8 inch diameter 24 inch long steel rebar with a cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE along said south line, S 89°36'31"W, 807.93 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the S1/2NW1/4 of said Section 5, S 01°12'25"E, 1331.66

feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the SW1/4 of said Section 5, S 01°12'25"E, 2663.57 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the east line of the N1/2NW1/4 of said Section 8, S 00°09'34"E, 1331.64 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the said N1/2NW1/4 of said Section 8, S 89°37'33"W, 2661.14 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the NE1/4NE1/4 of said Section 7, S 88°36'24"W, 1331.16 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said NE1/4NE1/4, N 00°10'45"W, 1359.47 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the north line of the NW1/4NE1/4 of said Section 7, S 89°51'18"W, 1331.66 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of the SE1/4 of said Section 6, N 00°31'24"W, 2520.13 feet to a 2½ inch diameter 30 inch long aluminum pipe with cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of the SE1/4NW1/4 of said Section 6, S 86°47'44"W, 1300.37 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said SE1/4NW1/4, N 00°54'13"W, 1295.78 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the south line of Government Lot 4 of said Section 6, S 87°50'46"W, 1188.89 feet to a 5/8 inch diameter 24 inch long steel rebar with a 2½ inch diameter aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831";

THENCE along the west line of said Government Lot 4, N 00°22'22"W, 1318.14 feet to the POINT OF BEGINNING;

Excluding the following three (3) tracts:
0.05 acres in the S1/2 said Section 36, Book 3 Deeds, Page 336, in said Office;
4.89 acres in the SW1/4 of said Section 29, Book 26 Deeds, Page 230, in said Office;
Parcel 2 of the Seven Mile River Ranch, Sublette County, Wyoming as described on Schedule 1 hereto.

All as shown on that Map of Survey titled "Seven Mile River Ranch" recorded in the Office of the Clerk, Sublette County, Wyoming, Book 69 of Miscellaneous, page 37.

Schedule 1

Description of Parcel 2
of the
Seven Mile River Ranch
Sublette County Wyoming

That part of the South ½ of Section 36. T34N, R111W, 6th P.M., Sublette County, Wyoming, lying westerly of the following described lines;

BEGINNING at a point on the south line of said South ½ which bears S 89°50'34"W, 2044.40 feet from the south east corner of said Section 36 where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Sublette County, Wyoming;

THENCE N 31°15'13"E, 1292.70 feet to a point;
THENCE N 56°30'50"E, 631.63 feet to a point;
THENCE N 75°42'53"W, 431.35 feet to an intersection with the thread of Horse Creek;
THENCE following the thread of Horse Creek downstream in a northerly direction through the following courses, N 03°26'06"W, 227.03 feet;
THENCE N 04°54'58"W, 199.17 feet;
THENCE N 09°30'40"E, 151.45 feet;
THENCE N 32°51'13"E, 194.32 feet;
THENCE N 38°32'35"E, 245.16 feet;
THENCE N 39°27'06"E, 181.76 feet to an intersection with the north line of said south ½ of Section 36, said intersection bears S 89°47'27"W, 902.79 feet from the ¼ corner common to said Section 36 and Section 31, T34N, R110W;

Said Parcel encompasses an area of 242 acres more or less .

SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record.

Todd Cedarholm
Wyoming PLS No. 6447
Pierson Land Surveys, P.C.
Jackson, WY

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OFFICE OF THE SECRETARY OF STATE

STATE OF OKLAHOMA

CERTIFICATE OF TRANSCRIPT

I THE UNDERSIGNED, Secretary of State of the State of Oklahoma, do hereby certify that the annexed transcript has been compared with the record on file in my office, of which it purports to be a copy, and that the same is a full, true and correct copy of:

277206

RECORDED Feb. 8, 2000 @ 8:20 AM
IN BOOK 70 Misc. PAGE 644
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scott

CERTIFICATE OF MERGER

OF

DEVON ENERGY PRODUCTION COMPANY, L.P.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Oklahoma at the City of Oklahoma City this 20th day, of January, 2000.

Mike Hunter
Secretary of State

By: Wendell Nasland

NEBO CORPORATION (NEVADA)
ORTH BROADWAY, SUITE 1500
AHOMA CITY, OK 73102

644

645

OFFICE OF THE SECRETARY OF STATE

STATE OF OKLAHOMA

CERTIFICATE OF MERGER

WHEREAS,

DEVON ENERGY PRODUCTION COMPANY, L.P.

a limited partnership organized under the laws of the State of ***OKLAHOMA,*** *has filed in the office of the Secretary of State duly authenticated evidence of a merger whereby said limited partnership is the survivor, as provided by the laws of the State of Oklahoma.*

NOW THEREFORE, I, *the undersigned Secretary of State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this Certificate evidencing such merger.*

IN TESTIMONY WHEREOF, *I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.*

Filed in the City of Oklahoma City this 30TH *day of* DECEMBER, 1999.

Mike Hunter

Secretary of State

By: Brad Clark

FILED

DEC 30 1999

OKLAHOMA SECRETARY
OF STATE

Devon Energy Production Company, L.P.

Certificate of Merger

TO: The Oklahoma Secretary of State
101 State Capitol
Oklahoma City, Oklahoma 73105

Devon Energy Production Company, L.P., a limited partnership organized under the laws of the State of Oklahoma, for the purpose of filing a Certificate of Merger pursuant to the provisions of 54 O.S. § 310.1, does hereby execute the following Certificate of Merger:

1. The name and jurisdiction of formation or organization of each of a domestic limited partnership, a foreign corporation and a foreign limited liability company which are to merge are:

Name of Organization	Type of Organization	Jurisdiction of Formation
Devon Energy Production Company, L.P.	Limited Partnership	Oklahoma
Devon Energy Corporation (Nevada)	Corporation	Nevada
PennzEnergy Exploration and Production Company, L.L.C.	Limited Liability Company	Delaware

2. An Agreement of Merger has been approved and executed by the limited partnership, the corporation and the limited liability company which are to merge.

3. The name of the surviving or resulting limited partnership is:

Devon Energy Production Company, L.P.

4. The merger shall be effective upon the filing of this Certificate of Merger with the Secretary of State of Oklahoma.

5. The Agreement of Merger is on file at the place of business of the surviving limited partnership at 1500 Mid-America Tower, 20 North Broadway, Oklahoma City, Oklahoma 73102.

6. A copy of the Agreement of Merger shall be furnished by the surviving or resulting limited partnership, upon request and without cost, to any partner of any limited partnership or any person holding an interest in any other business entity which is to merge.

DATED as of the 30th day of December, 1999.

Devon Energy Management Company, L.L.C.
General Partner

By: _____
J. Larry Nichols, Manager

[redacted] [redacted] [redacted]

MEMORANDUM OF TRUST

THIS AGREEMENT made this 3rd day of February, 2000, by and between Donald G. Eaton and Mable A. Eaton, as Trustors and Donald G. Eaton and Mable A. Eaton, as Trustees:

WITNESSETH THAT:

1. Contemporaneously herewith Trustors and Trustees have entered into a trust known as THE EATON FAMILY REVOCABLE TRUST, DATED Feb. 3, 2000, and Perrianne Ennis is the First Successor Trustee, Louise Natalie Gomez is the Second Successor Trustee, Shauna Marie Eaton is the Third Successor Trustees, and Glenda Sue Eaton is the Fourth Successor.

2. This Memorandum of Trust is executed as evidence of the existence of THE EATON FAMILY REVOCABLE TRUST, DATED Feb. 3, 2000.

3. The trust agreement grants to the Trustees all of the powers contained in 60 O.S.A. Section 175, et seq, all of which are incorporated herein by this reference. The powers in this trust include authority of Trustees to establish bank and stock brokerage accounts.

4. Any person may rely on this Memorandum of Trust as proof of the existence of the trust and is relieved of any obligation to verify that any transaction entered into by the Trustees is consistent with the terms and conditions of the trust.

IN WITNESS WHEREOF, the Trustors and Trustees have signed this Memorandum of Trust the day and year first above written.

TRUSTOR:

Donald G. Eaton
Donald G. Eaton

Mable A Eaton
Mable A. Eaton

TRUSTEE:

Donald G. Eaton
Donald G. Eaton

Mable A Eaton
Mable A. Eaton

STATE OF OKLAHOMA)
) ss.
COUNTY OF CANADIAN)

Acknowledged before me this 3rd day of February, 2000, by Donald G. Eaton and Mable A. Eaton.

Judi Miller
Notary Public

My Commission Expires:
8/31/2000

THIS INSTRUMENT DRAFTED BY: HANSON & HOLMES, L.L.P., Charles O. Hanson, 5918 East 31st Street, Tulsa, Oklahoma 74135, (918) 627-4400

277321

RECD Feb. 11, 00 52:40p
IN BOOK 70 Misc PAGE 1648
FEES $ 6.00 COUNTY CLERK
SWEETWATER COUNTY, WYOMING
By Cathy Sutton

1648

649

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
)ss.
COUNTY OF Sublette)

ROBERT E. TATMAN, of said County and State, being first duly sworn on his oath, deposes and says:

That ROBERT E. TATMAN is the surviving brother of **FRANK WILLIAM TATMAN, JR., A/K/A FRANK R. TATMAN**, who died 1/22/00, in Sweetwater County, State of Wyoming.

That at the time of the death of FRANK WILLIAM TATMAN, JR., A/K/A FRANK R. TATMAN, he owned certain real property by virtue of a certain Warranty Deed; said lands being more particularly described as follows:

> Tract Three (3), First Addition to 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 7/14/77, in Book 19 of Deeds, Page 335.

That the deceased FRANK WILLIAM TATMAN, JR., A/K/A FRANK R. TATMAN is one of the grantees in the beforementioned Warranty Deed, and that the affiant, ROBERT E. TATMAN is one and the same person as the said ROBERT E. TATMAN, the other grantee in the beforementioned Warranty Deed.

That the beforementioned Warranty Deed created a joint tenancy with full right of survivorship under the laws of the State of Wyoming and, at the death of FRANK WILLIAM TATMAN, JR., A/K/A FRANK R. TATMAN, all equity, right, title and interest of FRANK WILLIAM TATMAN, JR., A/K/A FRANK R. TATMAN, in the beforementioned real property passed to and was vested in ROBERT E. TATMAN.

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 FRANK WILLIAM TATMAN, JR., A/K/A FRANK R. TATMAN, deceased.

DATED this 17 day of Feb., 2000.

277391

RECORDED Feb. 18, 00 @ 9:50 AM
IN BOOK 70 Misc. PAGE 649
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lacey

Robert E. Tatman
ROBERT E. TATMAN

Subscribed and sworn to before me by ROBERT E. TATMAN, this 17 day of February, ~~19~~ 2000.

WITNESS my hand and official seal.

Kaylane Christiansen
NOTARY PUBLIC

My Commission Expires: August 6, 2000

KAYLANE CHRISTIANSEN-NOTARY PUBLIC
County of Sweetwater
State of Wyoming
My Commission Expires Aug. 6, 2000

651

NOTICE OF NAME CHANGE OF LIMITED LIABILITY COMPANY

The following is intended to provide notice to all persons:

1. Effective January 1, 2000, the Articles of Organization for WILLOCO, LLC, a Colorado limited liability company were amended to change the name to HELM ENERGY, LLC, a Colorado limited liability company.

2. All property owned by WILLOCO, LLC, including the real property owned within the legal description set forth on Exhibit A, remains vested in HELM ENERGY, LLC, a Colorado limited liability company, and all obligations of WILLOCO, LLC continue as obligations of HELM ENERGY, LLC.

3. The name change took place pursuant to the Colorado Limited Liability Company Act. Attached hereto as Exhibit B is a true and correct copy of the Amendment To The Articles Of Organization for a Colorado Limited Liability Company, evidencing the name change of WILLOCO, LLC to HELM ENERGY, LLC. The Amendment was approved by the Colorado Secretary of State on December 8, 1999, to be effective January 1, 2000.

HELM ENERGY, LLC, a Colorado
Limited Liability Company

277401

RECORDED Feb. 18, 00 @ 10:45AM
IN BOOK 70 Misc PAGE 651
FEES $19.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

By: Joseph H. Brinkman, Manager
HELM ENERGY, LLC
1775 Sherman Street, Suite 1955
Denver, Colorado 80203

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 14th day of December, 1999 by Joseph H. Brinkman, as Manager of HELM ENERGY, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.
My commission expires: August 28, 2002

Notary Public

NOTARY PUBLIC STATE OF COLORADO

Document prepared by:
Helm Energy, LLC
1775 Sherman Street, Suite 1955
Denver, CO 80203
(303) 863-0400

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

Township 36 North, Range 111 West
Section 30: Lots 3, 4, E1/2, SE1/4NW1/4, E1/2SW1/4
Section 34: All
Section 35: All

Township 36 North, Range 111 West
Section 26: All
Section 27: All

Township 36 North, Range 111 West
Section 6: Lots 1-7, S1/2NE1/4, SE1/4NW1/4, E1/2SW1/4, SE1/4
Section 7: Lots 1-4, E1/2, E1/2W1/2
Section 18: Lots 1-4, E1/2, E1/2W1/2
Section 19: Lots 1-4, E1/2E1/2, NW1/4NE1/4, E1/2NW1/4, NE1/4SW1/4
Section 31: E1/2E1/2

Township 36 North, Range 111 West
Section 16: All

Township 37 North, Range 111 West
Section 36: All

Township 36 North, Range 111 West
Section 1: Lots 1-4, S1/2N1/2, S1/2
Section 2: Lots 1, 2, SE1/4NE1/4, NW1/4SW1/4, NE1/4SE1/4, S1/2S1/2
Section 3: Lots 2, 3, 4, SW1/4NE1/4, S1/2NW1/4, S1/2
Section 11: All
Section 12: All
Section 13: All
Section 23: All
Section 24: All
Section 25: All

Township 36 North, Range 111 West
Section 8: All
Section 17: All
Section 20: All
Section 21: All

653

Please include a typed self-addressed envelope

MUST BE TYPED
FILING FEE: $25.00
MUST SUBMIT TWO COPIES

Mail to: Secretary of State
Corporations Section
1560 Broadway, Suite 200
Denver, CO 80202
(303) 894-2251
Fax (303) 894-2242

For office use only 032

FILED
DONETTA DAVIDSON
COLORADO SECRETARY OF STATE

19991229397 0
$ 40.00
SECRETARY OF STATE
12-08-1999 12:43:39

DLLC 19951104816

AMENDMENT TO THE ARTICLES OF ORGANIZATION FOR A COLORADO LIMITED LIABILITY COMPANY

Pursuant to the provisions of the Colorado Limited Liability Company Act, the Articles of Organization shall be amended as set forth herein:

WILLOCO, LLC NC65

Exact name of limited liability company

1775 Sherman Street, Suite 1955

Principal Address

Denver | CO | 80203

City | State | Zip

CIRCLE ALL THAT APPLY:

A. There is a change in the name of the limited liability company to:

HELM ENERGY, LLC

B. There is a change in the dissolution date of the limited liability company to:

STATE OF COLORADO
DEPARTMENT OF STATE
I hereby certify that this is a true and complete copy of the document filed in this office and admitted to record in
File 19991229397
DATED 12-29 19 99
Secretary of State
By Joseph E. Rodda

ATTORNEY'S AFFIDAVIT IN FORECLOSURE

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

Katherine S. Spencer, being first duly sworn upon oath, deposes and says:

1. That the Mortgagor and makers of the underlying note have failed to pay the principal and interest, when the same became due and payable, and in this, and otherwise, have defaulted in the performance of the conditions and terms of the mortgage held by The Jackson State Bank. The Jackson State Bank has elected to declare the entire balance due and payable and to exercise the power to foreclose the mortgage by advertisement and sale as provided in the mortgage.

2. That no suit has been instituted at law to recover the balance of the debt secured by the mortgage.

3. That the mortgage containing the power of sale has been duly recorded.

4. That written notice by certified mail with return receipt of the intent to foreclose by advertisement and sale has been mailed to the last known address of the Mortgagor, the record owners, and the persons in possession of the mortgaged property, if any, other than the Mortgagor, at least ten (10) days before the commencement of publication of notice of sale.

5. The property which is the subject matter of this foreclosure is described as follows:

A tract of land in the S1/2NE1/4 and NW1/4SE1/4 of Section 7 and the SW1/4NW1/4 of Section 8, Township 36 North, Range 110 West, 6th P.M., Sublette County, Wyoming, described as follows: Commencing at an iron pipe with brass cap marking the 1/4 corner between said Sections 7 and 8; thence N.51°35'30"E., 439.61 feet to a point; thence N.06°38'24"E., 274.93 feet to the Point of Beginning; thence S.73°02'00"W, 2494.66 feet to the intersection with the east right-of-way line of Wyoming Highway 352; thence N.16°58'27"W., 637.67 feet along said right-of-way line to a point; thence N.73°02'00"E., 2358.55 feet to a point; thence S.37°55'26"E., 541.75 feet to a point; thence S.06°38'24"W., 143.79 feet to the Point of Beginning,

Also described as: Tract 13 of the Marsh Creek Ranches according to the Map recorded with the Sublette County Clerk on August 25, 1994 in Book 63 of Misc., Page 307.

State Parcel Identification No.: 01-000-9895

6. Affiant is an attorney admitted generally to practice law in the State of Wyoming and represents The Jackson State Bank, the holder of the mortgage. There has been and is no agreement, express or implied, between affiant and The Jackson State Bank, or any other person for any sharing or division of the attorney's fee to be allowed or added to the debt involved and said attorney's fee shall be only as compensation for services actually rendered in the foreclosure proceeding by affiant.

277403

RECORDED Feb. 18, 00 at 11:25AM
IN BOOK 70 Misc. PAGE 654
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYO
By Cathy Scott

654

7. That this Affidavit is made in compliance with §§34-4-103 and 34-4-112 Wyoming Statutes (1997).

DATED this 15th day of February, 2000.

Katherine S. Spencer

Katherine S. Spencer

Subscribed and sworn to before me by Katherine S. Spencer on this 15 day of February, 2000.

Witness my hand and official seal.

LINDA HAINS RUSSO - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires 12/03/02

Linda Hains Russo

Notary Public

My Commission Expires:
12/03/02

SHERIFF'S AFFIDAVIT IN FORECLOSURE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

I, K. S. Winet, Sheriff or Deputy Sheriff of Sublette County, Wyoming, being first duly sworn, certify that on February 18, 2000, I acted as auctioneer and sold the real property described as follows:

A tract of land in the S1/2NE1/4 and NW1/4SE1/4 of Section 7 and the SW1/4NW1/4 of Section 8, Township 36 North, Range 110 West, 6th P.M., Sublette County, Wyoming, described as follows: Commencing at an iron pipe with brass cap marking the 1/4 corner between said Sections 7 and 8; thence N.51°35'30"E., 439.61 feet to a point; thence N.06°38'24"E., 274.93 feet to the Point of Beginning; thence S.73°02'00"W, 2494.66 feet to the intersection with the east right-of-way line of Wyoming Highway 352; thence N.16°58'27"W., 637.67 feet along said right-of-way line to a point; thence N.73°02'00"E., 2358.55 feet to a point; thence S.37°55'26"E., 541.75 feet to a point; thence S.06°38'24"W., 143.79 feet to the Point of Beginning,

Also described as: Tract 13 of the Marsh Creek Ranches according to the Map recorded with the Sublette County Clerk on August 25, 1994 in Book 63 of Misc., Page 307.

State Parcel Identification No.: 01-000-9895.

under that certain mortgage dated April 10, 1996, and executed by Douglas G. Herrick, Philip Hamersmith and Jacqueline Basha Hamersmith, wherein the Mortgagee was The Jackson State Bank.

I further certify that Notice of Mortgage Foreclosure by Advertisement and Sale ("Notice of Sale") was given by publishing the same for four (4) consecutive weeks, at least once each week, prior to February 18, 2000, in the Pinedale Roundup, a newspaper of general circulation printed and published in Sublette County, Wyoming, all of which is more fully shown by the Affidavit of the Publisher attached hereto and marked Exhibit A.

I further certify that the Notice of Sale, as so printed and published, specified:

1. The name of the Mortgagor, the Mortgagee and any assignees;
2. The date of the mortgage, the times when recorded and the place where recorded;
3. The amounts claimed to be due thereon at the date of the Notice of Sale;
4. The description of the mortgaged premises, conforming to that contained in the mortgage; and
5. The time and place of sale;

all of which is more fully shown in the copy of NOTICE OF MORTGAGE FORECLOSURE BY ADVERTISEMENT AND SALE contained in the Affidavit of Publisher attached hereto and marked Exhibit A.

RECORDED Feb. 18, 00 AT 11:25 AM
IN BOOK 70 Misc. PAGE 656
FEES $10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By [illegible] Deputy

277404

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I further certify, based upon the Attorney's Affidavit in Foreclosure, that default has been made in the payment of the principal and interest due on the note secured by the mortgage, that no suit or proceeding has been instituted at law to recover the debts remaining secured by the Mortgage, or any part thereof, and that the Mortgage contained full power of sale and has been duly recorded.

I further certify that said sale was held at public vendue at the hour of eleven o'clock a.m., on February 18, 2000, at the steps of the Sublette County Courthouse, 21 South Tyler, Pinedale, Wyoming, at the time and place specified in the published Notice of Sale.

I further certify that at said sale the real property described hereinabove was purchased by Jackson State Bank for the sum (amount of bid if purchased by Mortgagee) of $122,893.71, and that said party made the aforesaid bid at said sale and that said sum was the highest amount bid at said sale.

I further certify that I issued and delivered to the purchaser a certificate showing that I sold and the purchaser bought said property at said sale and shall be entitled to a Deed in accordance with law, subject only to the rights of those entitled to redeem under the applicable law.

I further certify that the sale was in all respects conducted openly and fairly and that the purchase price received therefor was the highest price that could be obtained for the real property.

Hank Roland
Sheriff, Sublette County

By: K. S. Winer
Deputy Sheriff

Subscribed and sworn to before me by K.S. Winer this 18 day of February, 2000.

Witness my hand and official seal.

Marylisa Bayley
Notary Public

MARYLISA BAYLEY
SUBLETTE COUNTY

My Commission Expires:
10-26-2000

NOTICE [redacted]TGAGE
FORECLOSURE
BY ADVERTISEMENT AND SALE

Douglas G. Herrick, Philip Hamersmith and Jacqueline Basha Hamersmith, on April 10, 1996, mortgaged to the Jackson State Bank (referred to as the "Mortgage") the following described real property to secure the payment of its one hundred twelve thousand dollars ($112,000.00) note of April 10, 1996 (the "Note"):

A tract of land in the S1/2NE1/4 and NW1/4SE1/4 of Section 7 and the SW1/4NW1/4 of Section 8, Township 36 North, Range 110 West, 6th P.M., Sublette County, Wyoming, described as follows: Commencing at an iron pipe with brass cap marking the 1/4 corner between said Sections 7 and 8; thence N.51°35'30"E., 439.61 feet to a point; thence N.06°38'24"E., 274.93 feet to the point of beginning; thence S.73°02'00"W., 2494.66 feet to the intersection with the east right-of-way line of Wyoming Highway 352; thence N.16°58'27"W., 637.67 feet along said right-of-way line to a point; thence N.73°02'00"E., 2358.55 feet to a point; thence S.37°55'26"E., 541.75 feet to a point; thence S.06°38'24"W., 143.79 feet to the point of beginning.

Also described as: Tract 13 of the Marsh Creek Ranches according to the map recorded

PROOF OF PUBLICATION

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

I, ... Janet Montgomery ..., being first duly 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 13th day of Jan., 2000 and the last publication thereof on the 3rd day of Feb., 2000.

Subscribed in my presence and sworn to before me this 3rd day of Feb., 2000.

Rhonda Swain
Notary Public
My Commission expires December 3, 2003.

RHONDA SWAIN - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES DEC. 3, 2003

659

CERTIFICATE OF PURCHASE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE) **277405**

RECORDED Feb. 18, 00 @ 11:25 AM
IN BOOK 70 Misc. PAGE 659
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

THIS CERTIFICATE OF PURCHASE, made and delivered this 18th day of February, 2000, by the undersigned Sheriff or Deputy Sheriff of the County of Sublette, State of Wyoming, to Jackson State Bank.

WITNESSETH:

WHEREAS, on April 10, 1996, Douglas G. Herrick, Philip Hamersmith and Jacqueline Basha Hamersmith, as of the date of the Mortgage, did make, execute and deliver that certain real estate Mortgage to The Jackson State Bank, wherein and whereby there was conveyed and mortgaged unto said Mortgagee the real property described as follows:

> A tract of land in the S1/2NE1/4 and NW1/4SE1/4 of Section 7 and the SW1/4NW1/4 of Section 8, Township 36 North, Range 110 West, 6th P.M., Sublette County, Wyoming, described as follows: Commencing at an iron pipe with brass cap marking the 1/4 corner between said Sections 7 and 8; thence N.51°35'30"E., 439.61 feet to a point; thence N.06°38'24"E., 274.93 feet to the Point of Beginning; thence S.73°02'00"W, 2494.66 feet to the intersection with the east right-of-way line of Wyoming Highway 352; thence N.16°58'27"W., 637.67 feet along said right-of-way line to a point; thence N.73°02'00"E., 2358.55 feet to a point; thence S.37°55'26"E., 541.75 feet to a point; thence S.06°38'24"W., 143.79 feet to the Point of Beginning,
>
> Also described as: Tract 13 of the Marsh Creek Ranches according to the Map recorded with the Sublette County Clerk on August 25, 1994 in Book 63 of Misc., Page 307.
>
> State Parcel Identification No.: 01-000-9895.

for the purpose of securing the payment of Mortgagor's One Hundred Twelve Thousand Dollar ($112,000.00.) note of April 10, 1996, (the "Note"). The Mortgage was recorded on April 25, 1996, in Book 64 of Mortgages, page 605, in the Office of the Sublette County Clerk and Ex-Officio Registrar of Deeds; and

WHEREAS, default has occurred in the payment of the principal and interest on the Note secured by said Mortgage, and the Mortgage contained full power of sale therein specified and provided by law, and no suit or proceeding has been instituted at law to recover the debt remaining secured by the Mortgage or any part thereof; and

WHEREAS, notice as required by law has been given and published of the sale of said premises by being published for four (4) consecutive weeks prior to February 18, 2000, in the Pinedale Roundup, a newspaper of general circulation printed and published at Sublette County, Wyoming, and that said Notice of Sale specified:

1. The name of the Mortgagor, Mortgagee and assignee, if any;

2. The date of the Mortgage, the time when recorded and the place where recorded;

3. The amount claimed to be due on the Mortgage at the date of the Notice of Sale;

4. The description of the mortgaged premises conforming to that contained in the Mortgage; and

5. The time and place of sale; and

WHEREAS, the sale was held at public vendue in accordance with said Notice of Sale and at the time and place therein set forth, to-wit: On February 18, 2000, at eleven o'clock a.m., at the steps of the Sublette County Courthouse, 21 South Tyler, Pinedale, Wyoming, the sale being made by the undersigned; and

WHEREAS, at the sale, Jackson State Bank purchased the real estate above-described for the sum (amount of bid if purchased by Mortgagee) of $ 122093.21;

NOW, THEREFORE, by virtue of the sale, the purchase and the payment (amount of bid if purchased by Mortgagee) of the money as aforesaid by the purchaser, and by virtue of the authority vested in me by law, I hereby give and grant this my CERTIFICATE OF PURCHASE to the said Jackson State Bank, and do hereby certify that at the time of the expiration of the period of redemption provided by law, by virtue of the sale, provided only that the real estate is not redeemed prior to that time, I will give and grant unto the purchaser or its assignee, a Deed conveying all of the title in and to the premises and all thereof, held by the Mortgagor, at the time of the execution of the Mortgage, or at any time since acquired.

IN WITNESS WHEREOF, I have duly executed this CERTIFICATE OF PURCHASE, in duplicate, the day and year first above written.

Hank Ruland
Sheriff

BY: K. S. Winer
Deputy Sheriff

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

On this 18 day of February, 2000, before me personally appeared K. S. Winer, to me known to be the ~~Sheriff~~/Deputy Sheriff of Sublette County, Wyoming, and the person who executed the foregoing instrument and acknowledged that he/she is the Deputy Sheriff of Sublette County, Wyoming, and that he/she executed the same as free and voluntary act.

Witness my hand and official seal.

Marilou Barclay
Notary Public

My Commission Expires:
10-06-2000

6660

6661

CAUTION: NOT TO BE USED FOR IDENTIFICATION PURPOSES

THIS IS AN IMPORTANT RECORD. SAFEGUARD IT.

ANY ALTERATIONS IN SHADED AREAS RENDER FORM VOID

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME (Last, First, Middle)	2. DEPARTMENT, COMPONENT AND BRANCH	3. SOCIAL SECURITY NO.
BOMAN, KELLY ANDREW	ARMY/RA	502 | 80 | 1556

4.a GRADE, RATE, OR RANK	4.b PAY GRADE	5. DATE OF BIRTH (YYYYMMDD)	6. RESERVE OBLIG. TERM. DATE
SPC	E4	19770920	Year 2004 | Month 04 | Day 14

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)
SALT LAKE CITY, UT	23 MONTE VISTA ROAD CORA, WY 82925
8.a LAST DUTY ASSIGNMENT AND MAJOR COMMAND	**8.b STATION WHERE SEPARATED**
0320RFA BN 02 HQ HQ SV BTY FC	FT CAMPBELL, KY 42223-5000

9. COMMAND TO WHICH TRANSFERRED
USAR CON GP (REINF) AR-PERSCOM, 9700 PAGE BLVD, ST LOUIS, MO 63132

10. SGLI COVERAGE ☐ 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.)
13F1O FIRE SUPPORT SP--3 YRS-0 MOS//NOTHING FOLLOWS

12. RECORD OF SERVICE	Year(s)	Month(s)	Day(s)
a. Date entered AD This Period	1996	09	17
b. Separation Date This Period	2000	02	14
c. Net Active Service This Period	0003	04	28
d. Total Prior Active Service	0000	00	00
e. Total Prior Inactive Service	0000	00	00
f. Foreign Service	0000	00	00
g. Sea Service	0000	00	00
h. Effective Date of Pay Grade	1998	11	17

13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service)
ARMY ACHIEVEMENT MEDAL (2ND AWARD)//ARMY GOOD CONDUCT MEDAL//ARMY SERVICE RIBBON//EXPERT BADGE M-16 RIFLE//EXPERT BADGE HAND GRENADE//AIR ASSAULT BADGE//NOTHING FOLLOWS

14. MILITARY EDUCATION (Course title, number of weeks and month and year completed)
NONE//NOTHING FOLLOWS

15.a MEMBER CONTRIBUTED TO POST-VIETNAM ERA VETERAN'S EDUCATIONAL ASSISTANCE PROGRAM	Yes	No	15.b HIGH SCHOOL GRADUATE OR EQUIVALENT	Yes	No	16. DAYS ACCRUED LEAVE PAID
		X		X		31.0

17. MEMBER WAS PROVIDED A COMPLETE DENTAL EXAM 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 ELIGIBILITY OR COMPLIANCE FOR FEDERAL BENEFITS//SUBJECT TO ACTIVE DUTY RECALL, MUSTER DUTY AND/OR ANNUAL SCREENING//BLOCK 6, PERIOD OF DELAYED ENTRY PROGRAM: 19960415-19960916//MEMBER HAS NOT COMPLETED FIRST FULL TERM OF SERVICE//NOTHING FOLLOWS

19.a MAILING ADDRESS AFTER SEPARATION (Include Zip Code)	19.b NEAREST RELATIVE (Name and address - Include Zip Code)
PO BOX 131 CORA, WY 82925	WENDY BOMAN PO BOX 131 CORA, WY 82925
20. MEMBER REQUESTS COPY 6 BE SENT TO WY DIR OF VET. AFFAIRS ☒ Yes ☐ No	22. OFFICIAL AUTHORIZED TO SIGN (Typed name, grade, title and signature) LOUIS A NIEVES, SGM, USA, CHIEF PPB
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)	
RELEASE FROM ACTIVE DUTY	HONORABLE	
25. SEPARATION AUTHORITY	26. SEPARATION CODE	27. REENTRY CODE
AR 635-200, PARAS 6-3A	MDB	3
28. NARRATIVE REASON FOR SEPARATION		
HARDSHIP		
29. DATES OF TIME LOST DURING THIS PERIOD		30. MEMBER REQUESTS COPY 4
NONE		_____ Initials

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

277407

RECORDED Feb 18, 2000 at 1205 P M
IN BOOK 70 MISC PAGE 661
FEES $ 0.00 Mary L Lobb COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Moore

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
SUBLETTE COUNTY, WYOMING

IN THE MATTER OF THE ESTATE OF HAZEL R. SWARTZ, Deceased	)	Probate No. 1714

FILED

JAN 20 2000

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYOMING
BY

DECREE OF DISTRIBUTION OF REAL PROPERTY

On this 20th day of January, 2000, the above captioned matter comes on before the Court for hearing and/or consideration, pursuant to W.S. Section 2-1-205, on the Application For A Decree For Distribution Of Real Property, as heretofore filed herein by the Applicant, and the Court, having reviewed the file of record and being duly advised in the premises, makes the following:

FINDINGS OF FACT

1. That the aforesaid Application, as heretofore filed herein, is sufficient and complete and in accordance with law, under W.S. 2-1-205.

2. That due and proper notice of this Application has been given in accordance with W.S. 2-1-205(c); that there is on file of record herein an Affidavit of Publication of Notice, showing compliance with W.S. 2-1-205(c).

3. That the value of the entire estate of the decedent does not exceed the sum of Seventy Thousand Dollars ($70,000.00).

4. That the above named decedent died intestate on the 22nd day of September, 1963, at St. Benedict's Hospital, Ogden, Weber County, Utah; 2647 Eccles Ave., Ogden, Utah, being her place of last residence. Therefore, thirty days (30) days have elapsed since the death of the decedent.

5. That no application for appointment of a personal representative is pending or has been granted in any jurisdiction.

6. That on the 2nd day of December, 1999, there was filed with the Clerk of the District Court in and for Sublette County,

277433

FEES $10.00 Feb. 22, 00 3:25 PM
IN BOOK 70 misc. PAGE 662
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

Wyoming, the subject Application For A Decree For Distribution Of Real Property, which reflects that decedent's son, Jack C. Swartz, is entitled to receive the real property herein described.

7. That the Applicant, Jack C. Swartz, is the only heir at law and entitled to be the only distributee in the event of intestate succession. The Applicant, Jack C. Swartz, is entitled to receipt of distribution of the real property hereinafter described.

8. That the decedent died seized of an interest in land located in Sublette County, Wyoming, which is the real property being claimed by Applicant in said Application, which is located in Sublette County, Wyoming, and more particularly described as follows:

> Lot Eleven (11), Block Four (4) of the Townsite of Shelter Park (Shelter Park Subdivision), Sublette County, Wyoming, as said lot is laid down and described on the official plat 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; subject, however, to all mining, mineral and other exceptions, reservations, covenants, conditions and rights of way of record.

9. That attached to said Application is a sworn report of appraisal stating that the total value of the above real property at the time of death of the decedent was Three Thousand Six Hundred Sixty Dollars ($3,660.00).

10. That no objections, written or oral, have been filed with the Court by any party whomsoever, as to the above captioned cause.

Based upon the aforesaid, the Court makes the following:

CONCLUSIONS OF LAW

1. That the Court has full and complete jurisdiction over the subject matter and all interested parties in this cause.

2. That the file of record herein is complete and meets all the requirements of W.S. 2-1-205 for the relief prayed for in the Application.

3. That it appears to the Court that the facts setforth in

the Application are not in dispute.

4. That the Applicant is entitled to relief as prayed for in the Application heretofore filed herein.

DECREE

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the decedent, Hazel R. Swartz, died on the 22nd day of September, 1963.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that at the aforesaid date of death of the aforesaid decedent, she died intestate leaving as her only heir-at-law her son, Jack C. Swartz.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Jack C. Swartz is hereby granted all of the right title and interest held by the decedent, Hazel R. Swartz, in and to following described real estate, to-wit:

> Lot Eleven (11), Block Four (4) of the Townsite of Shelter Park (Shelter Park Subdivision), Sublette County, Wyoming, as said lot is laid down and described on the official plat 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; subject, however, to all mining, mineral and other exceptions, reservations, covenants, conditions and rights of way of record.

JUDGE

THE STATE OF WYOMING

COUNTY OF SUBLETTE

I, MARILYN M. JENSEN CLERK OF THE NINTH JUDICAL 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

State of ARIZONA)
ss.
County of MARICOPA)

COMES NOW, Lee Lieberman, managing member of the Wind River Peaks, LLC, a Wyoming Limited Liability Company, who, being duly sworn on oath according to law, does hereby make the following statements of fact and affirm:

1. THAT my mailing address is P. O. Box 180
Cora, Wyoming 82925
or
Bahia Diablo
51 The Point
Coronado, CA 92118

2. THAT I am a managing member of the Wind River Peaks, LLC.

3. THAT at the time of filing, Wind River Peaks, LLC. was the owner of all lands known as Wind River Peaks Subdivision as filed in Book 66, Misc., page 385 in the office of the County Clerk of Sublette County, Wyoming.

4. THAT the Stock Reservoir is properly located on the plat in Lot 7.

5. THAT the lot number under the legend should read Lot 7 not Lot 8.

Wind River Peaks, LLC

Lee Lieberman, Managing Member

The foregoing instrument was acknowledged before me by Lee Lieberman, Managing Member of the Wind River Peaks, LLC this 17 day of February, 2000.

Witness my hand and official seal.

Notary Public

My Commission expires: Sept. 17, 2003

NOTARY PUBLIC
STATE OF ARIZONA
County of Maricopa
CHRISTY L. GARCIA
My Commission Expires September 17, 2003

277437

RECORDED Feb. 23, 00 9:30 AM
IN BOOK 70 Misc PAGE 665
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Garcia

NOTARY PUBLIC
STATE OF ARIZONA
County of Maricopa
CHRISTY L. GARCIA
My Commission Expires September 17, 2003

AFFIDAVIT

State of Wyoming)
ss.
County of Sublette)

COMES NOW, Donna M. Steele, Trustee of the Gordon Steele Living Trust, dated January 26, 1995, whom, being duly sworn on oath according to law, does hereby make the following statements of fact and affirm:

1. THAT my mailing address is P. O. Box 25
Boulder, Wyoming 82923

2. THAT I am a Trustee of the Gordon Steele Living Trust, and any amendments thereto, dated January 26, 1995.

3. THAT on February 2, 2000, the Gordon Steele Living Trust dated September 26, 1995 owned an undivided one-half interest in the following described real property situated in Sublette County, Wyoming:

A certain tract or parcel of land comprising a portion of the NE/4, NE/4NW/4 and NE/4SE/4 of Section 16, Township 32 North, Range 108 West of the 6th Principal Meridian, Sublette County, Wyoming, more particularly bounded and described as follows: Beginning on the northeast corner of Section 16, Township 32 North, Range 108 West, and running thence South a distance of 2869.79 feet to Station No. 2; thence North 40°10-1/2' West a distance of 465.40 feet to Station No. 3; thence North 49°42' West a distance of 1878.52 feet to Station No. 4; thence North 49°04' West a distance of 642.31 feet to Station No. 5; thence North 59°30' West a distance of 624.19 feet to Station No. 6; thence North 50°45-1/2' East a distance of 912.63 feet to Station No. 7; thence South 89°34' East a distance of 2049 feet to Station No. 1, the point of beginning, containing 99.008 acres, more or less, EXCEPTING THEREFROM the following:

That portion of the above lands conveyed to Samuel B. Martin and Judy S. Martin in Book 39, Deeds, page 601A; Mary Kaye Mitchell and Thomas James Mitchell in Book 31, Deeds, page 261; Wyoming Telephone Company, Inc. in Book 14, Deeds, page 382; one-half interest to Gene F. Camp and Barbara Camp in Book 33, Deeds, page 655; and Rhonda Swain in Book 37, Deeds, page 94; all deeds being recorded in the Office of the Clerk of Sublette County, Wyoming.

4. THAT the development of the Boulder Store Lot Division as filed in Book 70, Misc., page 595 was with the free consent and in accordance with my desires as Trustee of the Gordon Steele Living Trust, dated January 26, 1995.

Gordon Steele Living Trust, dated January 26, 1995

Donna M. Steele, Trustee

Donna M. Steele, Trustee

The foregoing instrument was acknowledged before me by Donna M. Steele, Trustee of the Gordon Steele Living Trust, dated January 26, 1995 this 17 day of February, 2000.

Witness my hand and official seal.

Tracey L Hoover
Notary Public

My Commission expires: 8/8/02

277438

RECORDED Feb. 23, 00 @ 9:30 AM

IN BOOK 70 Misc. PAGE lelele

FEES $6.00 M. Lou Clerk

SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Sexton

SUBLETTE COUNTY, WYOMING
TREASURER'S OFFICE
RECEIVED

lelele

IN THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

JILL DENISE HERMSTAD	)	
	)	
Plaintiff,	)	**Civil Action No. 6063**
	)	
vs.	)	
	)	
DAVID WAYNE WAXE,	)	
and BARBARA TUTER,	)	
Defendants.	)	

LIS PENDENS

THE ABOVE-NAMED PLAINTIFF has filed a Complaint with the District Court against the above-named Defendants.

The following real estate, located in Sublette County, Wyoming, is subject to the jurisdiction of the above-captioned Court:

> Lot One Hundred Four (104), Big Country Ranches Fourth Filing, Unit C, 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.

DATED this 23rd day of February, 2000.

277458

RECORDED February 22 2000 at 2:25 PM

IN BOOK 70 Misc PAGE 667

FEES $ [illegible] COUNTY CLERK

SUBLETTE COUNTY, PINEDALE WYOMING

[illegible]

Robert A. Bundy

Elizabeth Greenwood
Robert A. Bundy, Associate
Attorneys at Law
PO Box 1479
Pinedale, WY 82941
(307) 367-6814
(307) 367-6805 [fax]

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 23rd day of February 2000, by Robert A. Bundy.

WITNESS my hand and official seal.

DARLA J. HUNTER NOTARY PUBLIC SUBLETTE COUNTY, WYOMING My Commission Expires April 2, 2002

Darla J. Hunter
NOTARY PUBLIC

My commission expires:

4-2-2006

FREMONT COU[redacted]WY, JULIE A FREESE - CO[redacted] CLERK DOC #: 1207918[redacted] **

Comptroller of the Currency
Administrator of National Banks

Bank Organization and Structure, 3-8
250 E Street, S.W.
Washington, DC 20219

277484
RECORDED Feb. 24 00 @ 4:05 pM
IN BOOK 70 Misc. PAGE 668
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sachs

May 14, 1999

Mr. James E. Hanson
Manager, External Reporting
Wells Fargo & Company
Sixth & Marquette
Minneapolis, Minnesota 55479

Dear Mr. Hanson:

This letter is the official certification of the Office of the Comptroller of the Currency of the consolidation of Riverton State Bank, Riverton, Wyoming, FDIC Certificate Nr. 22490, and Norwest Bank Wyoming, National Association, Casper, Wyoming, Charter Nr. 10533, effective May 15, 1999, under the charter and title of Norwest Bank Wyoming, National Association.

This letter also serves as the official authorization of the Comptroller of the Currency for Norwest Bank Wyoming, N.A., Charter Nr. 10533, to operate the former head office of Riverton State Bank, FDIC Certifcate Nr. 22490 as a branch at the following site:

Popular Name	:	Riverton Branch
Certificate Nr.	:	115389A
Address	:	616 North Federal Boulevard Riverton, Wyoming 82501

Please furnish a copy of this certificate to personnel responsible for branch administration.

Under the authority of 12 C.F.R. 7.3100, approval is also granted to Norwest Bank Wyoming, N.A. for an aggregate investment in fixed assets of $11,250,000.00.

In the event of questions, I may be reached at (202) 874-5060.

Sincerely,

Richard T. Erb
Licensing Manager

STATE OF WYOMING } ss
COUNTY OF FREMONT

I, JULIE FREESE, COUNTY CLERK, WITHIN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A FULL, TRUE AND COMPLETE COPY OF Official Consolidated BETWEEN THE PARTIES HEREIN NAMED AS SAME APPEARS ON Record IN THE OFFICE OF THE COUNTY CLERK OF FREMONT COUNTY, WYOMING.

WITNESS MY HAND AND OFFICIAL SEAL AT LANDER, WYOMING
THE 10th DAY OF January 2000

JULIE A. FREESE
COUNTY CLERK

CLERK BY Raeline Stanker
DEPUTY

FREMONT COUNTY
COUNTY
CLERK
STATE OF WYOMING

[redacted]

RECORDED 2/07/2000 AT 09:00 AM REC# 1305686 BK# 0922 PG# 0379
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 1 of 5

FORM 2800-14
(August 1985)

Issuing Office
KEMMERER FIELD OFFICE

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT

SERIAL NUMBER WYW-145418

---

1. A right-of-way is hereby granted pursuant to Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185).

2. Nature of Interest:

a. By this instrument, the holder:

Mountain Gas Resources Inc.
12000 North Pecos Street
Denver, CO 80234-3439

receives a right to construct, operate, maintain, and terminate a 16" natural gas pipeline and related facilities - Bird Canyon to Granger Pipeline, on Federal lands described as follows:

Sixth Principal Meridian, Sweetwater and Sublette Counties, Wyoming

T. 18 N., R. 111 W.,
section 4, lot 2, SW¼NE¼, SE¼SW¼, W½SE¼;
16, E½NW¼.

T. 19 N., R. 111 W.,
section 4, lots 1, 2, S½NE¼, SE¼;
16, E½E½;
28, SW¼SE¼.

T. 20 N., R. 111 W.,
section 4, lot 6, SW¼NE¼, W½SE¼;
16, W½E½;
28, W½E½.

T. 21 N., R. 111 W.,
section 12, E½W½, SW¼SE¼;
24, W½E½;
36, W½E½.

T. 22 N., R. 111 W.,
section 3, lot 7, SW¼NE¼, SE¼NW¼, NE¼SW¼, W½SE¼;
10, E½E½;
14, W½W½, SE¼SW¼;
26, W½NE¼, SE¼NE¼, E½SE¼;
36, W½NW¼, SE¼NW¼, NE¼SW¼, W½SE¼.

277541 10:00A
RECORDED February 29 19 2000 M
IN BOOK 70 misc PAGE 670
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By [illegible]

WY-34612

RECORDED 2/07/2000 AT 09:00 AM REC# 1305686 BK# 0922 PG# 0380
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 2 of 5

T. 23 N., R. 111 W.,
section 3, lot 8, SW¼NW¼, W½SW¼;
9, NE¼NE¼, S½NE¼, E½SW¼, NW¼SE¼;
10, NW¼NW¼;
16, lots 11, 12, NE¼NW¼, SW¼NW¼, W½SW¼;
21, W½NW¼, SE¼NW¼, E½SW¼, SW¼SE¼;
28, W½NE¼, SE¼NE¼, E½SE¼;
33, NE¼NE¼;
34, W½W½, SE¼SW¼.

T. 24 N., R. 111 W.,
section 3, SW¼SW¼;
4, lots 6, 11, 13, 14, E½SE¼;
10, N½NW¼, SE¼NW¼, E½SW¼, SW¼SE¼;
14, S½NW¼, NE¼SW¼,W½SE¼;
15, N½NE¼;
23, NW¼NE¼, E½NW½, NE¼SW¼, S½SW¼;
26, W½NW¼, NW¼SW¼;
27, E½SE¼;
34, E½NE¼, W½SE¼.

T. 25 N., R. 111 W.,
section 3, lots 8, 9, 16, 17, 18;
4, lot 5;
10, lots 3, 6, 11, 13;
15, lots 3, 6, 11, 14;
22, lots 3, 6, 7, 10, 15, 16;
26, lots 5, 11, 12, 14;
27, lots 1, 8;
35, lots 3, 6, 11, 14;

T. 26 N., R. 111 W.,
section 3, lot 4, SW¼NW¼, NW¼SW¼;
4, E½SE¼;
9, N½NE¼, SW¼NE¼, E½SW¼;
16, E½NW¼, W½SE¼, SE¼SE¼;
21, W½E½;
28, W½E½;
33, W½NE¼, N½SE¼, SE¼SE¼.

T. 27 N., R. 111 W.,
section 34, lot 1, NE¼NW¼, SE¼NW¼, NE¼SW¼, SW¼SW¼.

b. The right-of-way area granted herein is 50 feet wide, 224,382 feet long and contains 257.56 acres more or less.

c. This instrument shall terminate on December 31, 2029, unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

RECORDED 2/07/2000 AT 09:00 AM REC# 1305686 BK# 0922 PG# 0381
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 3 of 5

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

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

3. Rental:

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

4. Terms and Conditions:

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

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

c. The stipulations, plans, maps, or designs set forth in Exhibits A (Plan of Development, dated June 3, 1999); and B (Decision Record, Appendix A: Accepted Mitigating Measures from Environmental Assessment, WY-040-EA99-029, dated April 7, 1999), attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

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

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

f. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant on June 3, 1999. Any relocation, additional construction, or use that is not in accord with the approved plan of development, shall not be initiated without the prior written approval of the authorized officer. A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be made available on the right-of-way area during construction, operation, and termination to the authorized officer. Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

RECORDED 2/07/2000 AT 09:00 AM REC# 1305686 BK# 0922 PG# 0382
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 4 of 5

g. The holder shall designate a representative(s) who shall have the authority to act upon and to implement instructions from the authorized officer. The holder's representative shall be available for communication with the authorized officer within a reasonable time when construction or other surface disturbing activities are underway.

h. The holder shall not initiate any construction or other surface disturbing activities on the right-of-way without the prior written authorization of the authorized officer. Such authorization shall be a written notice to proceed issued by the authorized officer. Any notice to proceed shall authorize construction or use only as therein expressly stated and only for the particular location or use therein described.

i. The holder shall contact the authorized officer at least 5 days prior to the anticipated start of construction and/or any surface disturbing activities. The authorized officer may require and schedule a preconstruction conference with the holder prior to the holder's commencing construction and/or surface disturbing activities on the right-of-way. The holder and/or his representative shall attend this conference. The holder's contractor, or agents involved with construction and/or any surface disturbing activities associated with the right-of-way, shall also attend this conference to review the stipulations of the grant including the plan(s) of development.

j. Construction activity and surface disturbance occurring during the period from April 10 to July 10 will require surveys of nesting/brooding habitat for the protection of Mountain Plover Nests. Two week notification is required prior to any construction activity or ground disturbance in suitable nesting habitat. The BLM wildlife biologist, or a qualified contract biologist, will perform surveys in suitable habitat according to USFWS Draft Survey Guidelines (May, 1998) for mountain plovers. Contract biologists must submit a written report of areas surveyed to BLM prior to construction.

k. The holder is prohibited from discharging oil or other pollutants into or upon the navigable waters of the United States, adjoining shorelines, or the waters of the contiguous zone in violation of Section 311 of the Clean Water Act as amended, 33 U.S.C. 1321, and the regulations issued thereunder, or applicable laws of the State of Wyoming and regulations issued thereunder. Holder shall give immediate notice of any such discharge to the authorized officer and such other Federal and State officials as are required by law to be given such notice.

l. If during any phase of the construction, operation, or termination of the pipeline or related facilities any oil or other pollutant should be discharged from the pipeline system, or from containers or vehicles impacting Federal lands, the control and total removal, disposal, and cleanup of such oil or other pollutant, wherever found, shall be the responsibility of the holder, regardless of fault. Upon failure of holder to control, cleanup, or dispose of such discharge on or affecting Federal lands, or to repair all damages to Federal lands resulting therefrom, the authorized officer may take such measures as he deems necessary to control and cleanup the discharge and restore the area, including, where appropriate, the aquatic environment and fish and wildlife habitats, at the full expense of the holder. Such action by the authorized officer shall not relieve the holder of any liability or responsibility.

m. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

RECORDED 2/07/2000 AT 09:00 AM REC# 1305686 BK# 0922 PG# 0383
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 5 of 5

n. The holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the authorized officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.

o. The holder shall meet Federal, State, and local emission standards for air quality.

p. Prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a pretermination conference. This conference will be held to review the termination provisions of the grant.

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

(Signature of Holder)

Right-of-Way Agent
(Title)

4/8/99
(Date)

(Signature of Authorized Officer)

Field Manager
(Title)

June 24, 1999
(Effective Date of Grant)

675

AFFIDAVIT OF SURVIVORSHIP

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

HARRY E. PELLICCIONE, SR., being first duly sworn, states as follows:

1. Affiant is the surviving spouse of the decedent, the decedent was Affiant's wife, therefore, Affiant has an interest in the real estate which is the subject matter of this Affidavit.

2. Affiant states that BARBARA L. PELLICCIONE died at or near Prescott, Yvapai County, Arizona, on the 22nd day of December, 1999; the facts of said death more fully appear from the certificate of death, duly certified by the State Registrar of Vital Statistics, attached hereto, and by this reference incorporated herein.

3. During the life of BARBARA L. PELLICCIONE and Affiant, said decedent and Affiant acquired as tenants of an estate by the entireties, with full right of survivorship, 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 "A" Attached.

4. This affidavit is filed for the purpose of establishing the fact of the death of the said BARBARA L. PELLICCIONE, who was the owner with Affiant, as tenants of an estate by the entireties, with full rights of survivorship, 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.

Harry E. Pelliccione Sr.
HARRY E. PELLICCIONE, SR.

Subscribed and sworn to before me by HARRY E. PELLICCIONE, SR. this 29th day of February, 2000.

Witness my hand and official seal.

Brandy L. Johnson - Notary Public
County of Sublette State of Wyoming
My Commission Expires 08/12/03

Brandy L. Johnson
Notary Public

My commission expires:

277544

RECORDED Feb 29, 2000 at 2:00 PM
IN BOOK 70 MISC PAGE 675
FEES $12.00 Mary L Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoare

CERTIFICATION OF VITAL RECORD

STATE OF ARIZONA

STATE OF ARIZONA
DEPARTMENT OF HEALTH SERVICES - OFFICE OF VITAL RECORDS

ORIGINAL STATE COPY

CERTIFICATE OF DEATH

DEATH NO. D 102-

NAME OF DECEASED: A. FIRST	B. MIDDLE	C. LAST	SEX	DATE OF DEATH: MONTH	DAY	YEAR
1. BARBARA	LOUISE	PELLICCIONE	FEMALE	DECEMBER	22,	1999

4. RACE (e.g., white, black, American Indian, (specify tribe) etc.) SPECIFY	5. WAS DECEDENT OF HISPANIC ORIGIN? (SPECIFY YES OR NO)	IF YES, INDICATE MEXICAN, SPANISH, PUERTO RICAN, CUBAN, ETC.	WAS DECEASED EVER IN U.S. ARMED FORCES? (SPECIFY YES OR NO)
4. WHITE	b. NO	c.	5. YES

6. PLACE OF DEATH A. COUNTY	B. TOWN OR CITY	C. HOSPITAL OR INSTITUTION IF RESIDENCE, GIVE STREET ADDRESS	D. ☐ DOA ☐ OP EMER. ☒ IN PATIENT
6. YAVAPAI	PRESCOTT	V.A. MEDICAL CENTER	

DATE OF BIRTH: MONTH	DAY	YEAR	AGE: LAST BIRTHDAY YRS.	MOS. IF UNDER 1 YR.	DAYS IF UNDER 1 DAY	MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (SPECIFY)	SURVIVING SPOUSE (IF WIFE, GIVE MAIDEN NAME)
MAY 15,	1923		76			9. MARRIED	HARRY E. PELLICCIONE

STATE AND CITY OF BIRTH (If not in USA, name country)	11. CITIZEN OF WHAT COUNTRY SPECIFY	SOCIAL SECURITY NO.	USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)	KIND OF BUSINESS OR INDUSTRY
CALIFORNIA, CORNING	U.S.A.	562-26-6438	10. HOME MAKER	B. OWN HOME

USUAL RESIDENCE A. STATE	B. COUNTY	C. TOWN OR CITY	D. ZIP CODE	HOW LONG IN ARIZONA	EDUCATION HIGHEST GRADE COMPLETED
ARIZONA	YAVAPAI	CHINO VALLEY	86323	16. 6 YEARS	17.

STREET ADDRESS OR R.F.D.	INSIDE CITY LIMITS? (SPECIFY Yes or No)	ON RESERVATION (SPECIFY Yes or No)	PREVIOUS PLACE OF RESIDENCE	ELEMENTARY-SECONDARY (0-12)	COLLEGE (1-4 or 5+)
2545 N. ELDRED ROAD	18. YES	19. NO	WYOMING	A. 12	B.

FATHER'S NAME A. FIRST	B. MIDDLE	C. LAST	MOTHER'S MAIDEN NAME A. FIRST	B. MIDDLE	C. LAST
19. HAROLD		HAYTT	BEATRICE		SCOTT

INFORMANT'S SIGNATURE	SIGNATURE OF EMBALMER	ADDRESS (Street No.)	CITY AND STATE	ZIP CODE
21. FROM OFFICIAL RECORDS	22. NONE	23. VAMC PRESCOTT, AZ		86313

BURIAL, CREMATION, REMOVAL, OTHER (Specify)	DATE	CEMETERY OR CREMATORY - NAME/LOCATION	FUNERAL DIRECTOR SIGNATURE	CERT. NO.
24. CREMATION	25. 12/24/99	SUNRISE CREMATORY SCOTT VALLEY	EMBALMED	B.

FUNERAL HOME NAME	STREET ADDRESS, CITY AND STATE	FUNERAL DIRECTOR (Person who has charge) (SIGNATURE)	CERT. NO.
SUNRISE	8167 E. HWY 69, PRESCOTT VALLEY, AZ 86314		B. 644

To be completed by PERSON CERTIFYING PHYSICIAN ONLY

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

ON THE BASIS OF EXAMINATION AND/OR INVESTIGATION, IN MY OPINION DEATH OCCURRED AT THE TIME, DATE AND PLACE DUE TO THE CAUSE(S) AND MANNER STATED.

29. SIGNATURE AND TITLE	DATE (Mo., Day, Year)	HOUR OF DEATH 36.
Margaret A		
30. DATE SIGNED (Mo., Day, Year) DECEMBER 23, 1999	31. DATE PRONOUNCED DEAD (Mo., Day, Year)	38. PRONOUNCED DEAD (Hour) AT
32. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)		

33. NAME AND ADDRESS OF CERTIFIER, PHARMACIST, MEDICAL EXAMINER OR CORONER (Type or Print) MARGARET SHAMONSKY, M.D. VAMC PRESCOTT, AZ

34. DISPOSITION APPROVED FOR CREMATION (SIGNATURE): [signature]

35. DATE REGISTERED	REG. FILE NO.	REGISTRAR'S SIGNATURE	REG. DISTRICT	DATE REC'D. IN STATE OFFICE
12-23-99	1748	[signature]	13	46.

CAUSE OF DEATH

PART I

Enter only one cause per line for a, b, and c.

		APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH
IMMEDIATE CAUSE (Final disease or condition resulting in death) a. CONGESTIVE HEART FAILURE		
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:		

PART II

Other significant conditions contributing to death but not resulting in the underlying cause given in PART I.

CHRONIC ATRIAL FIBRILLATION, DIABETES MELLITUS, PROSTHETIC AORTIC VALVE, HTN, HYPOTHYROIDISM, ANEMIA HX BREAST CANCER

40. AUTOPSY (Specify Yes or No) NO	41. WAS CASE REFERRED TO MEDICAL EXAMINER (Specify Yes or No) YES

42. MANNER OF DEATH	DATE OF INJURY MO. DAY YR.	HOUR	44. INJURY AT WORK? (Specify Yes or No)	45. DESCRIBE HOW INJURY OCCURRED
☐ NATURAL CAUSES ☐ ACCIDENT ☐ SUICIDE ☐ HOMICIDE ☐ PENDING INVESTIGATION ☒ UNDETERMINED	43.			

46. PLACE OF INJURY (At home, farm, street, factory, office building, etc.) SPECIFY	WHERE LOCATED STREET ADDRESS	CITY OR TOWN	STATE

47. SUPPLEMENTARY ENTRIES

CERTIFIED COPY OF VITAL RECORDS

STATE OF ARIZONA }
COUNTY OF YAVAPAI } ss

DATE ISSUED DEC 27 1999

This is a true and correct reproduction of the document officially registered and filed in the VITAL RECORDS SECTION, DEPARTMENT OF HEALTH SERVICES, PHOENIX, ARIZONA, and is issued under the authority of A.R.S. 36-342, and is valid.

Marcia M. Josephson
MARCIA MORAN JOSEPHSON
YAVAPAI COUNTY RECORDER
YAVAPAI COUNTY HEALTH DEPARTMENT

089874

This copy not valid unless prepared on engraved border displaying county seal in color and raised seal of issuing county.

YAVAPAI COUNTY ARIZONA

676

FEB-14-66 11:39 AM FATCO SUB CO (677)
WARRANTY DEED—FORM NO. 36 558 BOOK 72 PAGE 542

WARRANTY DEED

FRANK J. FAVAZZO and FRANCINE F. FAVAZZO, husband and wife

Grantor S, of Sublette County, and State of Wyoming, for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION - DOLLARS in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO HARRY E. PELLICCIONE, SR. and BARBARA L. PELLICCIONE, husband and wife,

Grantees S, of Sweetwater County and State of Wyoming, the following described real estate, situate in Sublette County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lots Three (3) and Four (4), Favazzo Subdivision, as the same appear of record on the official plat or map thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO Restrictive Covenants dated October 31, 1967 and filed for record October 31, 1967 in Book 24 of Miscellaneous at page 417;
SUBJECT TO restrictions and reservations contained in United States Patents; and
SUBJECT TO easements and rights of way of record or in use.

PHOTOGRAPHIC RECORDED	✓
INDEXED	✓
CHECKED	✓

138375

RECORDED October 10 1973 9:20 AM
IN BOOK 16 Deeds PAGE 541
FEES $2.00 Anne R Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lucy Lynn Deputy

WITNESS my hand this 10th day of August, 1973.

Frank J. Favazzo
Francine F. Favazzo

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me this 10th day of August, 1973.

Witness my hand and official seal.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My Commission Expires April 22, 1974

Donna E Sievers
Signature
Notary Public
Title of Officer

My Commission Expires: _____

EXHIBIT "A"

AMENDED ACKNOWLEDGMENT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Frank J. Favazzo and Francine F. Favazzo this 10th day of August, 1973.

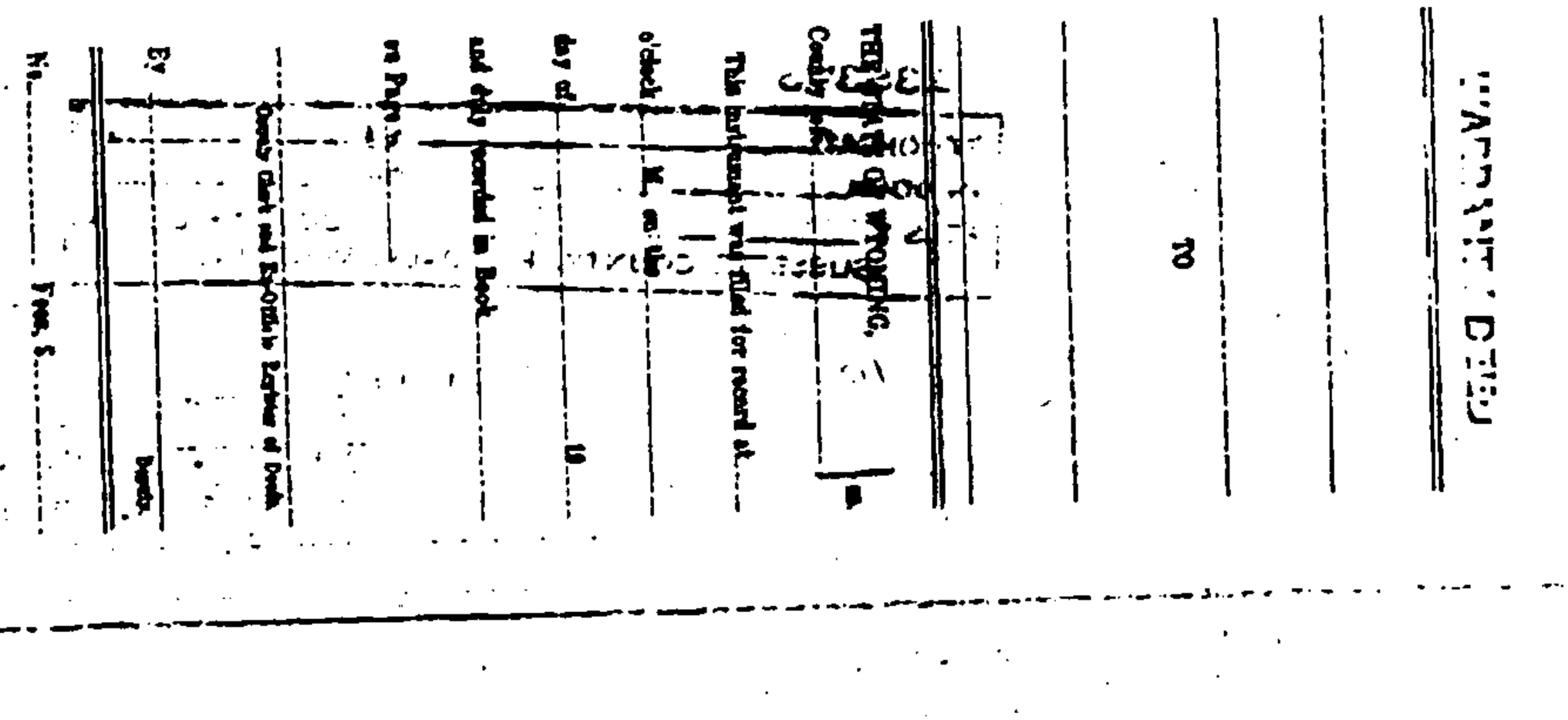
Witness my hand and official seal.

Donna E. Sievers

Donna E. Sievers - Notary Public
County Of Sublette
State Of Wyoming
My Commission Expires: 4/22/78
My Commission Expires April 22, 1978

144575

RECORDED Sept 12 1973 11:45 A M
IN BOOK 12 Deeds PAGE 228
FEES $3.00 Anna R. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING



679

GRANT OF EASEMENT

9:20A

RECORDED March 1 IN 2000 M
IN BOOK 70 MISC PAGE 679
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By S McNox

277552

KNOW ALL MEN BY THESE PRESENTS:

That William Meredith Barney, Jr. and Ann Welles Barney, husband and wife, grantors of Box 10, Big Piney, County of Sublette, State of Wyoming, the party of the first part, for and in of $10.00, and other valuable consideration, receipt of which is hereby acknowledged, has granted and conveyed, and does by these presents grant and convey unto Melvin M. David, of Daniel, Wyoming 83115 his successors, administrators, heirs, personal representatives and assigns forever, grantee, the party of the second part, an Easement for a right-of-way to place, construct, operate, repair, maintain a roadway including the placement of utilities, through, across, and upon the following described property of the party of the first part, located in Sublette County, Wyoming, to-wit:--

A strip of land sixty (60) feet in width being part of the NE¼NE¼ of Section 22, T35N, R113W, with the center-line described as follows:

BEGINNING at a point on the north line of said NE¼NW¼, N89°-36.5'W, 300 feet, more or less, from the northeast corner of said NE¼NW¼, found as described in the Corner Record filed in the Office of the Clerk of Sublette County, and on the center-line of an extant roadway leading from the Siems County Road No. 23-163, as depicted upon the official plat for said County Road filed in said Office, to the buildings lying and being situate in the SE¼SW¼ of Section 15, T35N, R113W;

thence S00°-23.5'W, 100 feet, more or less along the center-line of said extant roadway to the center-line of said Siems County Road No. 23-163;

and it is noted that this description is intended to be identical with said extant roadway;

the easement granted by this instrument is for the benefit of, is appurtenant to, and runs with the attached described real property, or any portion of such property, described as follows:

T35N, R113W Sublette County, Wyoming
Section 15 -- SW¼, W½SE¼, S½NW¼, SW¼NE¼

the intent of this easement is to provide access from said County Road No. 23-163 to the foregoing lands;

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

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

Hereby waiving and releasing all rights under and by viture of the homestead exemption laws of the State of Wyoming;

Witness our hands on the date indicated below.

William Meredith Barney, Jr.

Ann Welles Barney

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by William Meredith Barney, Jr. and Ann Welles Barney this 29th day of February, 2000.

Witness my hand and official seal.

Notary Public

DIANNE DAVISON - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES 9-3-2001

My commission expires:

misc. barney

[redacted] [redacted] [redacted]

DESCRIPTION

FOR

MELVIN M. DAVID

FROM

WILLIAM MEREDITH BARNEY, JR. AND ANN WELLES BARNEY, husband and wife

FOR

ACCESS ROADWAY

To-wit:--

A strip of land sixty (60) feet in width being part of the NE¼NW¼ of Section 22, T35N, R113W, Sublette County, Wyoming, with the center-line described as follows:

BEGINNING at a point on the north line of said NE¼NW¼, N89°-36.5'W, 300 feet, more or less, from the northeast corner of said NE¼NW¼, found as described in the Corner Record filed in the Office of the Clerk of Sublette County, and on the center-line of an extant roadway leading from the Siems County Road No. 23-163, as depicted upon the official plat for said County Road filed in said Office, to the buildings lying and being situate in the SE¼SW¼ of Section 15, T35N, R113W;

thence S00°-23.5'W, 100 feet, more or less along the center-line of said extant roadway to the center-line of said Siems County Road No. 23-163;

and it is noted that this description is intended to be identical with said extant roadway;

the easement granted by this instrument is for the benefit of, is appurtenant to, and runs with the attached described real property, or any portion of such property, described as follows:

T35N, R113W Sublette County, Wyoming
Section 15 -- SW¼, W½SE¼, S½NW¼, SW¼NE¼

the intent of this easement is to provide access from said County Road No. 23-163 to the foregoing lands;

and it is further noted that no plat was prepared and that no actual survey was performed nor monuments set.

29 February 2000

35n113w melvin david-barney.des

Professional Land Surveyors

Paul N. Scherbel
Wyo. Registration No. 164
Idaho Registration No. 3990
Utah Registration No. 1670
Nevada Registration No. 6805

Scott A. Scherbel
Wyo. Registration No. 3889
Idaho Registration No. 8026

Marlowe A. Scherbel
Wyo. Registration No. 5368

Surveyor Scherbel, LTD.
Afton, Wyoming
Big Piney, Wyoming
Jackson, Wyoming
Lava Hot Springs, Idaho
Montpelier, Idaho

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

CORRECTIVE GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That William Meredith Barney, Jr. and Ann Welles Barney, husband and wife, grantors of Box 10, Big Piney, County of Sublette, State of Wyoming, the party of the first part, for and in of $10.00, and other valuable consideration, receipt of which is hereby acknowledged, has granted and conveyed, and does by these presents grant and convey unto Melvin M. David, of Daniel, Wyoming 83115 his successors, administrators, heirs, personal representatives and assigns forever, grantee, the party of the second part, an Easement for a right-of-way to place, construct, operate, repair, maintain a roadway including the placement of utilities, through, across, and upon the following described property of the party of the first part, located in Sublette County, Wyoming, to-wit:--

A strip of land sixty (60) feet in width being part of the NE¼NW¼ of Section 22, T35N, R113W, with the center-line described as follows:

BEGINNING at a point on the north line of said NE¼NW¼, N89°-36.5'W, 300 feet, more or less, from the northeast corner of said NE¼NW¼, found as described in the Corner Record filed in the Office of the Clerk of Sublette County, and on the center-line of an extant roadway leading from the Siems County Road No. 23-163, as depicted upon the official plat for said County Road filed in said Office, to the buildings lying and being situate in the SE¼SW¼ of Section 15, T35N, R113W;

thence S00°-23.5'W, 100 feet, more or less along the center-line of said extant roadway to the center-line of said Siems County Road No. 23-163;

and it is noted that this description is intended to be identical with said extant roadway;

the easement granted by this instrument is for the benefit of, is appurtenant to, and runs with the attached described real property, or any portion of such property, described as follows:

T35N, R113W Sublette County, Wyoming
Section 15 -- SW¼, W½SE¼, S½NW¼, SW¼NE¼

the intent of this easement is to provide access from said County Road No. 23-163 to the foregoing lands;

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

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

Hereby waiving and releasing all rights under and by viture of the homestead exemption laws of the State of Wyoming;

That this corrects and supplants that Grant of Easement of record in said Office in Book 70 of Miscellaneous Records on page 679 dated 1 March 2000;

Witness our hands on the date indicated below.

William Meredith Barney, Jr.

Ann Welles Barney

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by William Meredith Barney, Jr. and Ann Welles Barney this 1st day of March, 2000.

Witness my hand and official seal.

Notary Public

PAUL N. SCHERBEL — NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires 29 April 2000

My commission expires: 29 April 2000

277565

RECORDED March 2, 2000 10:22 AM
IN BOOK 70 MISC PAGE 681
FEES $6.00
SUBLETTE COUNTY CLERK
By Tracey L [redacted]

misc. barney

PARCEL IDENTIFICATION #
MEMBER #12626
WORK ORDER #11875 & 11876
SEC.1,T36N,R113W

277581

RECORDED MAR 3, 2000 10:25 A M
IN BOOK 70 MISC. PAGE 682
FEES $ 6.00 Mary L. Gilbert COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Howell

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That I, the undersigned, MICHAEL PARKER, a single man, ("Grantor") 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, ("Grantees"), a perpetual easement and right of way for the construction and continued maintenance, repair, alteration and replacement of the electric distribution circuits, lines and equipment 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 3E of Hoback Ranches Subdivision, a subdivision of Tract 3 according to that Plat titled Plat of Survey of the David A. Pierce Lot Division of part of Tract 3 of Sheet 7 of 13, Hoback Ranches Subdivision, within GLO Lots 2 and 3, Section 1, T36N, R113W, Sublette County, Wyoming.

COMMENCING at a point being the N 1/4 corner of said Tract 3E; thence easement begins and bears S 13 degrees E, 935 feet to a transformer; thence S 2 degrees E, 50 feet to a meter.

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, spray herbicides, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of the facilities. The Grantor acknowledges that Electric and Magnetic Fields (EMF) are naturally occurring in the transmission or distribution of electricity, and that the Grantee has here notified Grantor that EMF testing and information is available upon request from the Grantee. This Easement by Grantor is intended to include so much space as is necessary or appropriate to the presence of EMF and reasonable operation of the Grantee's transmission or distribution lines. 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 the Grantor, this 6th day of July, 1999.

Michael Parker
Michael Parker

STATE OF Wyoming }
COUNTY OF Teton }

The foregoing instrument was acknowledged before me by Michael Parker

this 10th day of July, 1999

Witness my hand and official seal.

(Seal)

JANICE T. WOODMENCEY
COMMISSION EXPIRES
NOTARY PUBLIC
TETON COUNTY, WYOMING

Janice T. Woodmencey
Notary Public

My commission expires: 8/5/2000

PARCEL IDENTIFICATION #
MEMBER #12809
WORK ORDER #12397 & 12398
SEC.24,T37N,R110W

277582

RECORDED MAR 3, 2000 AT 1225 PM
IN BOOK 70 MISC PAGE 683
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That WE, the undersigned, JOHN K. ADEN & SALLIE F. ADEN, Trustees of the Aden Family Trust, dated March 1, 1990, ("Grantor") 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, ("Grantees"), a perpetual easement and right of way for the construction and continued maintenance, repair, alteration and replacement of the electric distribution circuits, lines and equipment 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 6 of the Buffalo Head Springs Estates, Phase II, Sublette County, Wyoming.

COMMENCING at a point being the SW corner of said Lot 6 that is adjacent to Lot 5 and the cul de sac; thence easement begins and bears N 52 degrees E, 165 feet; thence N 36 degrees W, 30 feet to a transformer; thence N 33 degrees E, 100 feet to a meter.

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, spray herbicides, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of the facilities. The Grantor acknowledges that Electric and Magnetic Fields (EMF) are naturally occurring in the transmission or distribution of electricity, and that the Grantee has here notified Grantor that EMF testing and information is available upon request from the Grantee. This Easement by Grantor is intended to include so much space as is necessary or appropriate to the presence of EMF and reasonable operation of the Grantee's transmission or distribution lines. 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 the Grantor, this 20th day of October, 1999.

John K. Aden Trustee
John K. Aden, Trustee

Sallie F. Aden Trustee
Sallie F. Aden, Trustee

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me by _____

_____

this _____day of _____, 19__.

Witness my hand and official seal.

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside } ss.

On Oct. 21, 1999 (Date), before me, J. Burke, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared John K. Aden and Sallie F. Aden (Name(s) of Signer(s)),

☐ personally known to me
☒ 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.

J. Burke
Signature of Notary Public

J. BURKE
Commission # 1160673
Notary Public - California
Riverside County
My Comm. Expires Nov 6, 2001

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Easement

Document Date: 10/20/99 Number of Pages: 2

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer

Signer's Name: John K. Aden and Sallie F. Aden

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☒ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1997 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

RATIFICATION OF CONTRACT FOR SALE

Whereas, on 1/28/00 **NELLIE F. STEELE**, a single woman, as Seller, did enter into a Contract For Sale of certain real property to **WAYNE F. STEELE (and successors), as Trustee of the Wayne F. Steele Trust dated 12/9/99,** and **MARY ANN STEELE (and successors), as Trustee of the Mary Ann Steele Trust dated 12/9/99,** as Buyers; and,

Whereas, a Memorandum of Agreement evidencing said Contract For Sale was recorded at Book 70 of Miscellaneous, Page 588, in the office of the County Clerk, Sublette County, Wyoming; and,

Whereas, the real property being sold under said Contract For Sale is described as:

> An undivided 18.88% in and to the following described real property, to-wit:
> Township 32 North, Range 107 West of the 6th P.M., Sublette County, Wyoming;
> Section 18: Lots 2, 3, and 4, SE1/4, SE1/4SW1/4;
> Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming;
> Section 13: N1/2SE1/4, SE1/4SE1/4;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining.
> SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record; and,

Whereas, when the parties entered into said Contract For Sale, they were unaware that the actual owner of said real property was **NELLIE F. STEELE, Trustee of the NELLIE STEELE TRUST, dated the 27th day of March, 1998,** and not **NELLIE F. STEEL**, personally; and,

Whereas, **NELLIE F. STEELE, Trustee of the NELLIE STEELE TRUST, dated the 27th day of March, 1998,** now wishes to ratify and affirm said Contract For Sale in order to cure said mutual mistake;

NOW THEREFORE IN CONSIDERATION OF **WAYNE F. STEELE (and successors), as Trustee of the Wayne F. Steele Trust dated 12/9/99,** and **MARY ANN STEELE (and successors), as Trustee of the Mary Ann Steele Trust dated 12/9/99,** having entered into the aforesaid Contract For Sale as Buyers and their agreement to make the payments called for thereunder, **NELLIE F. STEELE, Trustee of the NELLIE STEELE TRUST, dated the 27th day of March, 1998,** does hereby ratify and affirm said Contract For Sale as owner of the concerned real property, does further covenant to be bound by the terms thereof as if she had executed said Contract For Sale as Seller in her capacity as **Trustee of the NELLIE STEELE TRUST, dated the 27th day of March, 1998,** and ~~does further covenant~~ to convey said real property to **WAYNE F. STEELE**

RECORDED March 3 AT 2:00 PM
IN BOOK 70 Misc PAGE 685
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

277584

(and successors), as Trustee of the Wayne F. Steele Trust dated 12/9/99, and **MARY ANN STEELE (and successors), as Trustee of the Mary Ann Steele Trust dated 12/9/99,** as tenants in common upon the payment of the sales price as described therein in full.

DATED this 3rd day of March, 2000.

Nellie F. Steele
NELLIE F. STEELE, Trustee of the NELLIE STEELE TRUST, dated the 27th day of March, 1998,

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Ratification of Contract For Sale** was acknowledged before me by **NELLIE F. STEELE, Trustee of the NELLIE STEELE TRUST, dated the 27th day of March, 1998,** this 3rd day of March, 2000.

Witness my hand and official seal.

Kate Page
NOTARY PUBLIC

My Commission Expires: August 7, 2000

687

IN THE DISTRICT COURT IN AND FOR TETON COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

MELVIN M. DAVID,	)	
	)	
Plaintiff,	)	**Civil Action No. 6118**
	)	
vs.	)	
	)	
MARILYN M. DAVID,	)	
	)	
Defendant.	)	

SATISFACTION OF JUDGMENT AND RELEASE OF LIEN

COMES NOW, Marilyn M. David, and, pursuant to W.S. § 1-16-308, hereby acknowledges full payment of the Judgment in above entitled action and hereby releases her lien on the following described real property, situate in Sublette County, Wyoming:

Township 35 North, Range 113 West of the 6th P.M.

Section 15: S½NW¼, SW¼NE¼, SW¼ and W½SE¼

DATED this 6 day of March, 2000.

Marilyn M. David
Marilyn M. David

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing ***Satisfaction of Judgment and Release*** was acknowledged before me by Marilyn M. David, this 10th day of March, 2000.

WITNESS MY HAND AND OFFICIAL SEAL

Barbara Brown
NOTARY PUBLIC

My commission Expires:

277605

RECORDED March 6 00 @ 3:50 PM
IN BOOK 70 Misc. PAGE 687
FEES $6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
[illegible]

AFFIDAVIT OF IDENTITY

STATE OF WYOMING)
) ss.
COUNTY OF Fremont)

Paul S. Erramouspe of lawful age, being first duly sworn, deposes and says, that he is well acquainted with GRACE V. ERRAMOUSPE, as mentioned in the chain of title to the following described land:

Township 28 North, Range 106 West, 6th P.M.

Section 4: Lots 2, 3, 4
Section 5: Lot 1, SE1/4SE1/4
Section 8: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4
Section 17: W1/2NW1/4
Section 18: SE1/4NE1/4, SE1/4SW/14, W1/2SE1/4
Section 19: NE1/4NW1/4
Section 23: SW1/4
Section 26: NW1/4NW1/4

Township 28 North, Range 107 West, 6th P.M.

Section 6: NW1/4SE1/4

Township 28 North, Range 108 West, 6th P.M.

Section 14: SW1/4 SW1/4

Township 29 North, Range 106 West, 6th P.M.

Section 26: SE1/4SE1/4
Section 34: SE1/4SE1/4
Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4

RECORDED Feb 7 2000 at 11:30 AM
IN BOOK 70 Misc. PAGE 688
FEES $ 10.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK

27630

County of SUBLETTE, State of Wyoming, and affiant positively knows that said GRACE V. MOSSMAN who signed Oil and Gas Leases dated December 14, 1999, is one and the same person as GRACE V. ERRAMOUSPE named on Decree of Final Settlement and Order of Distribution recorded in 28 Miscellaneous, Page 189; and Mineral and Mining Quitclaim Deed recorded in 1MD, Page167, all recorded in said County.

Further affiant saith not.

Paul S. Erramouspe

MARIAN ROBINSON - NOTARY PUBLIC
County of Fremont State of Wyoming
My Commission Expires November 29, 2003

Subscribed and Sworn to before me this 7th day of Feb, 2000.

My Commission Expires 11-29-00

Notary Public

STATE OF WYOMING)
) SS.
COUNTY OF FREMONT)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 7th day of Feb, 2000, personally appeared Paul S. Erramouspe, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he/she duly 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 affixed ~~my~~ notarial seal the day and year last above written.

My Commission Expires 11-29-03

Notary Public

MARIAN ROBINSON - NOTARY PUBLIC
County of Fremont State of Wyoming
My Commission Expires November 29, 2003

AFFIDAVIT OF IDENTITY

STATE OF WYOMING)
) ss.
COUNTY OF Fremont)

Paul S. Erramouspe of lawful age, being first duly sworn, deposes and says, that he is well acquainted with Bernadette Gosar also known as Bernadette M. Gosar, as mentioned in the chain of title to the following described land:

Township 28 North, Range 106 West, 6th P.M.

Section 4: Lots 2, 3, 4
Section 5: Lot 1, SE1/4SE1/4
Section 8: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4
Section 17: W1/2NW1/4
Section 18: SE1/4NE1/4, SE1/4SW/14, W1/2SE1/4
Section 19: NE1/4NW1/4
Section 23: SW1/4
Section 26: NW1/4NW1/4

Township 28 North, Range 107 West, 6th P.M.

Section 6: NW1/4SE1/4

Township 28 North, Range 108 West, 6th P.M.

Section 14: SW1/4 SW1/4

Township 29 North, Range 106 West, 6th P.M.

Section 26: SE1/4SE1/4
Section 34: SE1/4SE1/4
Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4

RECORDED March 7, 2000 @ 4:20PM
IN BOOK 70 Misc PAGE 1082
FEES $6.00
Mumm COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
Kathleen Bidez

227631

County of SUBLETTE, State of Wyoming, and affiant positively knows that said Bernadette M. Gosar who signed Oil and Gas Leases dated December 14, 1999, is one and the same person as Bernadette Gosar named on Decree of Final Settlement and Order of Distribution recorded in 28 Miscellaneous, Page 189; and Mineral and Mining Quitclaim Deed recorded in 1MD, Page167, all recorded in said County.

Further affiant saith not.

Paul S. Erramouspe

Subscribed and sworn to before me this 7 day of February, 2000.

My Commission Expires 11-29-03

Notary Public

MARIAN ROBINSON - NOTARY PUBLIC
County of Fremont State of Wyoming
My Commission Expires November 29, 2003

STATE OF WYOMING)
) SS.
COUNTY OF Fremont)

7th BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 7th day of February 2000, personally appeared Paul S. Erramouspe, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he/she duly 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 affixed my notarial seal the day and year last above written.

My Commission Expires 11-29-03

Notary Public

MARIAN ROBINSON - NOTARY PUBLIC
County of Fremont State of Wyoming
My Commission Expires November 29, 2003

adjacent to this subdivision;

that Wyoming law does not recognize any riparian rights to the continued natural flow of any stream or river for any persons living on the banks of the stream or river;

and that there will be no change to existing roadways.

Bruce C. Gooch

Bruce C. Gooch

The foregoing Certificate of Owner was acknowledged before me by Bruce C. Gooch this 17th day of February, ~~1999~~. 2000.

Witness my hand and official seal:

SHARI PAPE
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Aug. 7, 2000

Notary Public

August 7 2002
My commission expires:

277653
RECORDED March 9, 2000 @ 8:15 AM
IN BOOK 70 Misc. PAGE 690
FEES $50.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

ATER SOURCE
DISPOSAL SYSTEM
REETS AND ROADS

SHEET	1
OF	1
SHEETS	
JOB NO.	99553 99553-F.GCD
PRELIMINARY	
ARY	

PLAT OF
Pine Creek Subdivision
Second Filing
BEING PART OF THE
SW1/4 NE1/4 Section 33, T34N-R109W

690

AFFIDAVIT RELATING TO SALE

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

277679

RECORDED March 10, 00 @ 10:20AM
IN BOOK 70 Misc. PAGE 691
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soden

Valerie W. Williams being first duly sworn upon her oath, according to law, deposes and say:

1-

That by written agreement heretore made, this affiant of Sublette County, Wyoming, one of the Parties of the First Part under said agreement and denoted therein as "Seller", did agree to sell and to convey the following-described real estate situate in the County of Sublette and State of Wyoming, to-wit:

S 1/2 of Lots 6, 7, and 8 and all of Lots 9 and 10, Block 16 of the C.P. MacGlashan's First Addition to the Town of Big Piney, Sublette County, Wyoming

TOGETHER WITH all buildings, fences and improvements 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, and roads and ways, AND SUBJECT FURTHER TO all outstanding mineral interests,

unto Theodore Jess and Rebecca Jess, husband and wife of Big Piney, Wyoming and to the survivor thereof as tenants by the entirety, and whose mailing address is Box 325, Big Piney, Wyoming 83113, Parties of the Second Part.

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.

Said agreement contains the following provisions for recovery of the said real estate and termination of the interests of Purchaser therein, in event of default in the payment of the purchase price, interest, and other material covenants of said agreement, to-wit:

"5- Timely performance - default - quitclaim deed.

Time is of the essence of this agreement and Purchaser shall make all payments of the purchase price and interest promptly as hereinabove provided; Purchaser has executed and delivered unto Seller a quitclaim deed for the above described real estate and Purchaser expressly understands and agrees that if Purchaser shall fail to make any of the aforesaid installments of purchase price and interest to Seller in the amount, manner and within the time herein provided, or if Purchaser should fail to perform any of the other terms, provisions and conditions hereof in the manner and within the time herein provided and shall fail to make said delinquent payments and otherwise remedy the default of other terms, provisions and conditions hereof WITHIN THIRTY (30) DAYS after written notice thereof is deposited in the United States mail, postage prepaid, at the following address of Purchaser, to-wit:

Theodore Jess and Rebecca Jess
P.O. Box 325
Big Piney, Wyoming 83113

the Seller may file for record in the office of the County Clerk of Sublette County, Wyoming, said quitclaim deed and said quitclaim deed shall be sufficient to cancel all obligations hereunder on the part of Seller and shall fully re-invest Seller with all rights, title and interest hereby agreed to be sold, conveyed or delivered, and Purchaser shall forfeit all sums paid hereunder; and Seller shall keep said real estate as the Seller's own and absolute property and Seller shall thereby be released from all obligations at law and in equity to convey the said real estate unto Purchaser and in such case all monies forfeited as described shall be considered as rental for said real estate and as liquidated damages for failure on the part of Purchaser to perform and comply with the terms of this agreement;"

All taxes assessed and levied upon the property in the year 1999 and prior thereto shall be paid by Seller.

All taxes levied upon said property after February 1, 2000 and

thereafter, are by the terms of said agreement to be paid by Purchaser.

Valerie W. Williams
Valerie W. Williams

Subscribed and sworn to before me by Valerie W. Williams this 8th day of March, 2000.

Amber Hammer
Notary Public

My commission expires: NOV. 08, 2003

AMBER HAMMER - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 08, 2003

TRUST NAME AFFIDAVIT
ANN A. JARCHO REVOCABLE TRUST

State of Utah }
} SS
County of Salt Lake }

Ann A. Jarcho, upon her oath, deposes and says as follows:

1. I am the Trustor and initial Trustee of the Ann A. Jarcho Revocable Trust, created by trust agreement dated September 3, 1999.

2. Among the assets of the Ann A. Jarcho Revocable Trust are the overriding royalty interests described below associated with the following described property located in Sublette and Lincoln Counties, Wyoming:

(a) .0017000 overriding royalty interest, NLB 34-21 (Baxter), Enron Oil & Gas Company
Township 27 North, Range 113 West:
Section 21: NW/4NW/4

(b) .0050000 overriding royalty interest, La Barge Tertiary E10270A, Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 21: SE/4SW/4, SW/4SE/4
Section 28: NE/4NW/4, NW/4NE/4, E/2NE/4

(c) .0017000 overriding royalty interest, La Barge Tertiary E-22405, Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 28: E/2SE/4
Section 33: NE/4NE/4

(d) .0025756 overriding royalty interest, Govt-Minton "A"
(W-89657), Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 21: S/2N/2, N/2S/2, SE/4SE/4, SW/4SW/4
Section 28: NW/4NW/4

(e) .0050000 overriding royalty interest, La Barge BR EVS010270A, Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 28: E/2NE/4

(f) .0017000 overriding royalty interest, La Barge BR EVS022405, Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 28: E/2SE/4
Section 33: NE/4NE/4

(g) .0050000 overriding royalty interest, La Barge O.T.
EVS-010270A, Texaco Exploration & Production Company

277684

RECORDED MAR 10, 2000 @ 1120 AM
IN BOOK 70 MISC PAGE 694
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Howell

Township 27 North, Range 113 West:
Section 28: E/2NE/4

(h) .0017000 overriding royalty interest, La Barge O.T.
EVS-022405, Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 28: E/2SE/4
Section 33: NE/4NE/4

(i) .0050000 overriding royalty interest, La Barge S.T.
EVS-010270A, Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 28: E/2NE/4

(j) .0017000 overriding royalty interest, La Barge S.T. 022405, Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 28: E/2SE/4
Section 33: NE/4NE/4

(k) .0025756 overriding royalty interest, Govt-Minton-Other (W-89657), Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 21: S/2N/2, N/2S/2, SE/4SE/4, SW/4SW/4
Section 28: NW/4NW/4

(l) .0025756 overriding royalty interest, Govt-Minton "B"
Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 21: SE/4SW/4, SW/4SE/4
Section 28: NW/4, NE/4, NE/4NW/4

(m) .0004313 overriding royalty interest, La Barge-Frontier S.T., Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 28: E/2NE/4

(n) .0003973 overriding royalty interest, La Barge Bear River, Texaco Exploration & Production Company
Township 27 North, Range 113 West:
Section 28: E/2SE/4
Section 33: NE/4NE/4

3. Under the terms of said Trust, I shall act as Trustee while living and competent, and thereafter John Adams Jarcho and Daniel Gordon Jarcho or the survivor thereof, shall serve as Successor Co-Trustees or Successor Trustee while living and competent.

4. By virtue of the terms of said Trust, the Trustee has full power and authority to convey, lease, mortgage, or otherwise encumber the above-described property interests, and the Trustee has full power and authority to acquire interests in

other property or to borrow in the name of or incur obligations or liabilities on behalf of the Trust.

Dated this 31 day of December 1999.

ANN A. JARCHO

The foregoing instrument was acknowledged before me by Ann A. Jarcho, this 31 day of December 1999. Witness my hand and official seal. My commission expires: 10-19-01.

NOTARY PUBLIC

S E A L

NOTARY PUBLIC
CAROL VANDERBECK
1290 So. Foothill Dr.
Salt Lake City, UT 84108
COMMISSION EXPIRES
OCT. 19, 2001
STATE OF UTAH

697

277703

RECORDED MAR 10, 2000 10:55 AM
IN BOOK 70 MISC PAGE 697
FEES $8.00 Mary L Lott COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

AFFIDAVIT OF
SUCCESSOR IN INTEREST TO SAMUEL JOHN JELSO

CLARA BARBARA JELSO and DOMINIC JAMES JELSO, the Affiants herein, having been duly sworn, state upon oath:

1. The Affiants are the Successor Trustees of the Samuel John Jelso and Clara Barbara Jelso Revocable Trust, and are the successors of Samuel John Jelso, deceased.

2. The value of the entire probate estate of the Decedent, wherever located, less liens and encumbrances, does not exceed $30,000.

3. Thirty (30) days have elapsed since the death of the Decedent.

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

5. Pursuant to NMSA §45-3-1201 (1978; 1983 Cum.Supp.), the Affiants, as successors of the Decedent, are entitled to the payment of any sums of money due and owing to the Decedent, and to the delivery of all instruments evidencing a debt, obligation, stock or chose in action belonging to the Decedent.

Dated: 1-06-2000

Clara Barbara Jelso
CLARA BARBARA JELSO

Dated: 1-06-2000

Dominic James Jelso
DOMINIC JAMES JELSO

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

CLARA BARBARA JELSO, being first duly sworn, states on oath, that all of the representations in this Affidavit are true as far as Affiant knows or is informed, and that such Affidavit is true, accurate and complete to the best of Affiant's knowledge and belief.

Clara Barbara Jelso
CLARA BARBARA JELSO

SUBSCRIBED AND SWORN TO before me this 6th day of January, 2000, by Clara Barbara Jelso.

(SEAL)

OFFICIAL SEAL
MARCI J. TRUJILLO
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 3-1-03

Marci J. Trujillo
Notary Public
My Commission Expires
March 1, 2003

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

DOMINIC JAMES JELSO, being first duly sworn, states on oath, that all of the representations in this Affidavit are true as far as Affiant knows or is informed, and that such Affidavit is true, accurate and complete to the best of Affiant's knowledge and belief.

D. J. Jelso
DOMINIC JAMES JELSO

SUBSCRIBED AND SWORN TO before me this 6th day of January, 2000, by Dominic James Jelso.

(SEAL)

OFFICIAL SEAL
MARCI J. TRUJILLO
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 3-1-03

Marci J. Trujillo
Notary Public
My Commission Expires
March 1, 2003

kmb0304

MEMORANDUM OF AGREEMENT OF PLAN OF DISTRIBUTION

On December 19, 1999, an Agreement was entered into between Ann Welborn Danner and all of the owners of the following described property concerning an interest in future profits upon sale or disposition of the property:

Township 36 North, Range 109 West of the 6th P.M.
Section 31 - Lots, 1,2,3,4, S1/2NE1/4, E1/2W1/2,
W1/2NW1/4SE1/4, W1/2SW1/4SE1/4, and
Section 31 - NW1/4

Reference to that agreement is made for further particulars.

Dated: 6th day of March 2000

John B. Welborn Trust

By _____
Ann W. Danner, Trustee

By _____
Linda W. Lohse, Trustee

_____
Linda W. Lohse

_____
Ann W. Danner

_____
Timothy W. Lohse
2/7/2000

_____
Kathleen Ann Lohse
2/23/2000

277724

_____
Robert Michael Lohse
2/23/2000

RECORDED March 14, 00 @ 8:45 AM
IN BOOK 70 Misc. PAGE 699
FEES $12.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By _____

STATE OF Hawaii)
) ss.
COUNTY OF Kauai)

On Feb 23, 2000 before me, Joyce Higashi, Notary Public, personally appeared Robert Michael Lohse and Kathleen Ann Lohse

_____ personally known to me

or

_X_ 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

(S E A L)

JOYCE HIGASHI
NOTARY PUBLIC
STATE OF HAWAII

SIGNATURE OF NOTARY PUBLIC

JOYCE HIGASHI
Notary Public
Fifth Judicial Circuit
State of Hawaii
My Commission Expires
August 20, 2001

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN MATEO)

On February 7, 2000 before me, Vivian F. Lopez, Notary Public, personally appeared Timothy W. LeHose,

_____ personally known to me

or

_X_ 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

VIVIAN F. LOPEZ
Comm. # 1113368
NOTARY PUBLIC - CALIFORNIA
San Mateo County
My Comm. Expires Oct. 10, 2000

SIGNATURE OF NOTARY PUBLIC

(S E A L)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Santa Clara } ss.

On March 6, 2000 (Date), before me, Lorna K. Roach, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Lee W. Deane and Linda W. Lobse (Name(s) of Signer(s)),

☐ personally known to me
☒ 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.

Lorna K. Roach
Signature of Notary Public

SIU1 OFFICIAL SEAL
LORNA K ROACH
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1129385
SANTA CLARA COUNTY
My Commission Exp. March 16, 2001 SIU1

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Memorandum of Agreement of Plan of Distribution

Document Date: 12/14/99 Number of Pages: 1

Signer(s) Other Than Named Above: Timothy W. Lobse, Jacklean A. Lobse, Robert Michael Lobse

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1997 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

AFFIDAVIT FOR REVERSION OF EASEMENT

STATE OF TENNESSEE)
: ss.
COUNTY OF Hamilton)

COMES NOW R. VAN GRAHAM, also known as RUSSELL V. GRAHAM, and first being duly sworn on his oath does hereby depose and state:

1. I am record title holder of the following described real property located in Sublette County, Wyoming:

> **East 54.5 feet of Lots 9 and 10, Block 1, Original Townsite of Pinedale**, 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,
> **EXCEPTING THEREFROM** the South 2 feet of said Lot 9.

2. By instrument recorded May 4, 1993, and recorded in Book 61 of Miscellaneous, Page 417, an easement for yard and incidental purposes was granted to Board of Trustees of the Phillips-Edwards Post No. 17 of the American Legion, which easement was for the West four (4) feet, more or less, of the East 54.5 feet of Lots 9 and 10, Block 1, Original Townsite of Pinedale, Sublette County, Wyoming.

3. The easement was granted only **SO LONG AS** the remainder of said Lots 9 and 10 were used for public or charitable purposes.

4. The Board of Trustees of the Phillips-Edwards Post No. 17 of the American Legion has subsequently conveyed the remainder of said Lots 9 and 10 to JAMES A. ENGSTROM, a private party, and said lots have passed into private use, and are no longer used for any public or charitable purpose.

5. By its own terms the easement has been extinguished and has reverted to the successors in interest of the Grantors of the easement.

6. This affidavit is filed to make a record of the extinguishment of the easement and its reversion to R. VAN GRAHAM, present owner of the servient estate.

Dated this 7th day of March, 2000.

R. VAN GRAHAM

SUBSCRIBED AND SWORN to before me this 7th day of March, 2000, by R. VAN GRAHAM.

Witness my hand and official seal.

Notary Public

My commission expires May 21, 2002.

277745

RECORDED MAR 14 2000 405 PM
IN BOOK 70 MISC PAGE 703
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracy L Hoover

JANET A. JETER NOTARY PUBLIC AT LARGE TENNESSEE

MEMORANDUM OF CONTRACT OF SALE

THIS AGREEMENT, made and entered into effective the 16th day of March, 2000, by and between Norma J. Volsey, Trustee of the Norma J. Volsey Trust dated May 20, 1998, whose mailing address is 1013 Leisure World, Mesa, AZ 85206, hereinafter referred to as the Seller, and Lucinda Andrews and Eugene E. Andrews, wife and husband, whose mailing address is P. O. Box 1739, Pinedale, WY 82941, hereinafter referred to as Purchaser, witnesseth as follows:

Subject to the terms, conditions, covenants and agreements and for the consideration recited in that certain Contract of Sale, made and entered into effective the 16th day of March, 2000, by and between the above named Seller and Purchaser, the Seller has agreed to sell and the Purchaser has agreed to purchase the following described real property and premises, to wit:

> Lots Thirteen (13) and Fourteen (14), Block Two (2) in the Amended Townsite of Shelter Park, Sublette County, Wyoming, 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 Sublette County, Wyoming, together with all appurtenances situate thereon and appertaining thereto, subject, however, to all exceptions, reservations, easements and restrictions of record.

The purpose of this agreement is to effect notice of the foregoing sale and the terms, covenants and agreements controlling the same are set forth in the afore-referenced Contract of Sale, an executed copy of which is held by each the Seller and the Purchaser and First American Title Company of Sublette County, Wyoming.

IN WITNESS WHEREOF, we have hereunto set our hands effective as of the date noted above.

SELLER:

Norma J. Volsey, Trustee

PURCHASER:

Lucinda Andrews

Eugene E. Andrews

277781

RECORDED March 16, 00 @ 4:05PM
IN BOOK 70 Misc PAGE 704
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sutton

The State of Arizona)
: ss.
County of Maricopa)

The foregoing instrument was acknowledged before me by Norma J. Volsey this 14th day of March, 2000.

Witness my hand and official seal.

OFFICIAL SEAL
MERIDETH D. PICKERING
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires July 14, 2002

Meredeth D Pickering
Notary Public

My Commission Expires: 7.14.2002.

The State Of Wyoming)
: ss.
County of Sublette)

The foregoing instrument was acknowledged before me by Lucinda Andrews and Eugene E. Andrews this 16 day of March, 2000.

Witness my hand and official seal.

KAREN E. OLSEN - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires: 5/20/2000

Karen E. Olsen
Notary Public

My Commission Expires: _____.

277782

RECORDED March 17, 00 @ 11:20 AM
IN BOOK 70 Misc. PAGE 706
FEES $ 6.00 Mary L. Gilbert COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Smith

WAIVER OF RIGHT OF FIRST REFUSAL

WHEREAS, Frederick G. Petersen presently has a right of first refusal concerning the transfer of the hereinafter described real property, which right of first refusal was reserved to him in that certain Declaration of Protective Covenants recorded on July 10, 1972 in the Office of the County Clerk and Ex-officio Register of Deeds of Sublette County, Wyoming, in Book 28 of Misc. at Page 236, as amended in an instrument recorded in said office on August 14, 1974 in Book 30 of Misc. at Page 108; and

WHEREAS, the Estate of Americo J. Bertagnolli is planning to sell, transfer and convey to Alfred S. Johnson and Toni G. Johnson for good and valuable consideration the following described real property situate in Sublette County, Wyoming, described as follows, to wit:

> Lot Twenty-Eight (28) of the Boulder Lake Country Estates, First Filing, Sublette County, Wyoming, as said Lot is 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 Sublette County, Wyoming, together with all appurtenances situate thereon and appertaining thereto, subject, however, to all exceptions, reservations and restrictions of record; and

WHEREAS, said Frederick J. Petersen has agreed to waive his right of first refusal pertaining to the above described property transaction.

NOW, THEREFORE, for and in consideration of the premises, the undersigned, Frederick G. Petersen, does hereby waive his above described right of first refusal pertaining to the aforesaid sale, transfer and conveyance of the above described property from the Estate of Americo J. Bertagnolli to Alfred S. Johnson and Toni G. Johnson.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 10th day of February, 2000.

Frederick G. Petersen
Frederick ~~J.~~ G. Petersen

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

The foregoing instrument was acknowledged before me by Frederick ~~J.~~ G. Petersen this 10th day of February, 2000.

Witness my hand and official seal.

Shelly A. Hrubochak
County of Sublette
My Commission Expires: Oct. 27, 2003
Notary Public
State of Wyoming

Shelly A. Hrubochak
Notary Public

My Commission Expires: 10-27-03.

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FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Tracey L Hooper

CONSERVATION EASEMENT

This CONSERVATION EASEMENT (the "Easement") is made and entered into effective the 22nd day of February, 2000, by and between JANE RIDGES OLSEN, a married woman, whose mailing address is Post Office Box 44, Bondurant, Wyoming 82922, ("Grantor"), and JACKSON HOLE LAND TRUST, a Wyoming nonprofit corporation, whose mailing address is Post Office Box 2897, Jackson, Wyoming 83001 (the "Trust").

WITNESSETH:

WHEREAS, Grantor owns certain real property located in Sublette County, Wyoming (the "Property"), consisting of approximately 40 acres, more particularly described in Exhibit A attached hereto and by this reference made a part hereof;

WHEREAS, the Property currently remains in a substantially undisturbed, natural state and has open space, wildlife, wildlife habitat, aesthetic, woodland and ecological values as well as other natural features and values (hereinafter referred to as "Conservation Values") of great importance to the Trust, the people of Wyoming, and the people of the United States as partly described in the baseline data attached hereto and made a part hereof as Exhibit D;

WHEREAS, the protection of said values will yield a significant public benefit;

WHEREAS, this conservation easement will promote the perpetuation of the Property's open space, wildlife, and woodland uses which are compatible with and beneficial for the Conservation Values of the Property and the flora and fauna of Sublette County in comparison to most other uses, and is supported by policies adopted by the Sublette County Comprehensive Plan ("County Plan"), adopted 1978, and amended to include Hoback Basin in 1993;

WHEREAS, the Property contributes to the tremendous ecological viability of, and forms an integral part of the overall Greater Yellowstone Ecosystem in concert with surrounding federally-owned lands, including the Bridger-Teton National Forest and nearby Bureau of Land Management lands;

WHEREAS, the Property contributes to a vast area of uninterrupted open space, natural areas, and wildlife habitat extending from Grand Teton National Park and beyond to the north, to the Snake River Range and beyond

to the west and to the Wind River Range and beyond to the east and south. The Property supports an extraordinary diversity of wildlife species and habitats as partially described in the baseline attached as Exhibit D;

WHEREAS, according to the Wyoming Game and Fish Department, part of the Property is crucial winter habitat for mule deer and moose as well as part of a migration route for elk, mule deer, and moose;

WHEREAS, the Property provides habitat for numerous mammals, numerous species of song birds and diurnal and nocturnal raptors including, but not limited to, elk, mule deer, moose, black bear, coyote, Uinta ground squirrel, pine marten, weasel, pocket gopher, beaver, red-tailed hawks, Swianson's hawks, and northern harriers;

WHEREAS, the Trust is a charitable organization the purpose of which is to preserve and protect open space and the scenic, ranching, agricultural, and wildlife values of Jackson Hole, Wyoming, by assisting landowners who wish to protect their land in perpetuity, and is a "qualified organization" as defined in Section 170(h)(3) of the Internal Revenue Code, thereby eligible to acquire and hold conservation easements;

WHEREAS, Grantor desires to preserve and protect forever the open space, woodlands, wildlife habitat, and natural features and values of the Property;

WHEREAS, the Property is contiguous with land which is protected by a perpetual conservation easement;

WHEREAS, the Trust owns certain real property (the "Trust Parcel") which is in the vicinity of the Property and which is more particularly described in Exhibit B, attached hereto and by this reference made a part hereof;

WHEREAS, in the event the Hoback Ranch Protective Covenants may prohibit some of the permitted uses stated in this document (hereinafter referred to as "the Covenants"), the Covenants will take precedent;

WHEREAS, the Trust has agreed to receive certain interests in the Property upon the condition and understanding that the intentions of Grantor regarding future use and preservation of the Property as expressed in this Easement shall forever be honored and defended; and

WHEREAS, the Board of Directors of the Trust has duly adopted a resolution approving the Trust's execution of this Easement;

NOW, THEREFORE, with the intention of making an irrevocable gift in perpetuity and in consideration of the Trust's execution and acceptance of this Easement and the Trust's agreement thereby to abide by the terms and conditions hereof:

A. Grantor grants and conveys to the Trust a conservation easement, as hereinafter defined (the "Easement"), over and across all of the Property. The Easement shall be appurtenant to the Trust Parcel, described in Exhibit B, shall benefit and be enforceable by the Trust or its successors and/or any successors in ownership of the Trust parcel, and shall bind Grantor and Grantor's successors in ownership and use of the Property, described in Exhibit A, forever. However in the event ownership of the Trust Parcel reverts or is otherwise conveyed to William R. Olsen, or his successors in ownership, as provided for in that certain Warranty Deed and Conservation Easement recorded in the Office of the Clerk of Teton County, Wyoming, recorded on March 17, 2000 in Book 40 of Photo, Pages 345, the Easement described herein shall survive such reversion and shall be enforced by the Trust subject to the terms and conditions of the Easement as described herein. Grantor agrees to execute such documents as are necessary to ensure that the Easement survives any reversion or other conveyance of the Trust Parcel and warrants to the Trust that the Easement shall be perpetual. Grantor also warrants that the Property shall not at any time be subject to any senior mortgage, lien, or other encumbrance other than restrictive covenants, road and utility easements, and other similar encumbrances of record existing at the time this Easement is signed.

1. Purpose. The purpose of the Easement granted and reserved herein is to preserve and protect in perpetuity the Conservation Values of the Property and to confine the use of the Property to open space, wildlife, wildlife habitat, aesthetic, woodland, and ecological values as well as limited development and other such uses as are specifically provided for herein, consistent with the preservation and protection of said features and values.

2. Affirmative Rights Conveyed by this Easement. The affirmative rights conveyed to the Trust by this Easement include the following:

2.1 To identify, preserve and protect in perpetuity the Conservation Values of the Property, subject to the terms of the grant of this Easement.

2.2 To enter upon the Property, in order to enforce the rights herein granted, and in connection therewith to inspect, observe, study, and make scientific observations of the property, all in a manner that will not unreasonably interfere with the permitted uses being made of the Property at the time of such entry, and upon prior notice given by or on behalf of the

Trust to one or more of the then owners of the Property; provided, however, that no such notice shall be required when the Trust determines that immediate entry upon the Property is essential to prevent or mitigate a violation of this Easement.

2.3 To record, in the Trust's discretion, in the land records of Sublette County, Wyoming, any map, plat, or other suitable document produced by the Trust pursuant to Subparagraph 2.2.

2.4 To enjoin any unpermitted activity on or unpermitted use of the Property that is within the control of the Grantor, and which is inconsistent with the purposes of the Easements, or which may be reasonably expected to have a significant adverse impact on the Conservation Values associated with the Property, and to enforce the restoration of such areas or features of the Property that may be damaged by any such unpermitted activity or use, pursuant to Paragraph 5.

2.5. To place and maintain on the Property small signs, consistent with the character of the Property and the Conservation Values, indicating that a scenic and conservation easement is held by the Trust on the Property.

2.6 When this Easement establishes standards for conduct on the part of the Grantor, it shall be the right and duty of the Trust to enforce those standards. When this Easement expressly states that the Grantor must secure written permission from the Trust in advance of a specified proposed action, and when this Easement establishes the standard which shall apply to the Trust's review (e.g. "permission shall not be unreasonably withheld" or "permission shall be in the Trust's absolute discretion"), the expressly stated terms shall govern.

3. Permitted and Prohibited Uses and Practices. This Paragraph 3 describes both permitted and prohibited uses and practices. The following reserved uses and practices which are designated as "permitted", though not exhaustive, are consistent with the Easement and the purpose therefore, provided that each such use or practice is effected in a manner that is not inconsistent with the purpose of said Easement and shall not result in significant injury to or the destruction of a significant Conservation Value. The purpose of requiring Grantor to notify the Trust prior to undertaking certain permitted activities, is to afford the Trust of an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement.

The following uses and practices which are designated as "prohibited", (often included in the same subparagraphs as permitted uses and practices),

although not exhaustive, are inconsistent with the purpose of the Easement, and Grantor and Grantor's successors in ownership and/or use of the Property shall accordingly be prohibited by this Easement from engaging in any of such uses and practices.

3.1 Buildings and Building Envelope. The property currently has no buildings or structures of any kind.

3.1.1 Residential Improvements. Grantor shall have the right to use, own, occupy, lease, construct, repair and reconstruct Residential Improvements (defined as the buildings and structures allowed in this Paragraph 3.1.1) that shall mean two (2) structures; one (1) principal residence which shall not exceed a maximum of 3600 square feet in one (1) or one and one-half (1.5) stories and one (1) garage or shed which shall not exceed 1000 square feet.

3.1.2 Building Envelope. Grantor or their successors shall have the right to designate the location of a single three (3) acre Building Envelope, provided that: (1) the Building Envelope is rectangular or square shaped and as compact as the physical features of the Property will allow; (2) the Building Envelope shall not be located in the area described in Exhibit C; (3) the exact location of the Building Envelope shall be subject to the prior, written permission of the Trust, which permission shall not be unreasonably withheld, and (4) if and when the Building Envelope location is approved by the Trust, Grantor shall have the Building Envelope surveyed and shall provide the Trust with a copy of the survey prior to commencing construction.

All Residential Improvements shall be located within the three (3) acre Building Envelope. The Trust hereby acknowledges that the designated location of the Building Envelope may be wooded or covered with vegetation and agrees that the possible removal of a limited number of trees or vegetation from within the Building Envelope as is reasonably necessary to facilitate construction of the Residential Improvements shall not be considered a violation of this Easement. However, removal of trees or vegetation to enhance the scenic view from, or the sunlight exposure of, the Residential Improvements shall not be undertaken without the express consent of the Trust, such consent shall not be unreasonably withheld.

3.1.3. Building Materials. All buildings and structures shall be designed, constructed and reconstructed of relatively non-reflective building materials that blend into the surrounding landscape to the extent reasonably practicable, and do not unreasonably reflect light or create glare visible from surrounding properties, and which do not severely impact the scenic Conservation Values of the Property.

3.1.4. Minor Ancillary Structures. The construction, location, maintenance, repair, and use of minor ancillary structures including, but not limited to, outdoor walkways, outdoor furniture, decks and patios attached to residential buildings, ground-level or elevated vegetable and/or flower gardens, flower boxes, flower pots, personal gardens, garden fencing, low stone walls, bird feeders, bird houses, sandboxes, swingsets, other similar outdoor play devices for children, and outdoor "Jacuzzis" are only permitted within the Building Envelope as long as such structures will not significantly impair the Conservation Values of the Property. Grantor need not secure written permission from the Trust prior to construction and use of such improvements. These structures are prohibited outside of the Building Envelope.

3.1.5. Buildings and Structures Outside of the Building Envelope. Minor wildlife and agricultural structures are permitted anywhere on the Property, including salt licks, water troughs, nest boxes, bird feeders, bird houses, and similar minor structures. Other wildlife and agricultural structures consistent with the purposes of the Easement are permitted, but only with the prior written permission of the Trust, which permission shall be in the Trust's absolute discretion. Trust permission shall be based on a close examination of the effect such structures may have upon the Conservation Values of the Property.

3.2. Land Division. Divisions or defacto division (through sales, long-term leases or otherwise) of the Property is prohibited. Boundary adjustments are permitted.

3.3. Grading. Grading within the Building Envelope is permitted. Grading outside the Building Envelope is prohibited except: (1) when clearly necessary to accomplish activities permitted by another subparagraph of this Paragraph 3; (2) to construct, reconstruct, or maintain an access road from Rim Road as described in Subparagraph 3.14.2; or (3) with the prior written permission of the Trust, which permission shall be in the Trust's absolute discretion.

3.4. Agricultural Use. The planting, growing, harvesting and storing of agricultural crops is prohibited, except as permitted in subsection 3.1.4. No native trees may be removed for the purpose of establishing agricultural crops.

Use of the Property for dude ranching activities that involve structures of any kind is prohibited.

3.5. Livestock, Other Domestic Animals or Pets. The keeping, raising, pasturing, grazing, feeding, and caring for livestock, other domestic animals and pets, is permitted for personal, non-commercial use on the Property, but shall be limited to a level that clearly maintains vegetation for wildlife foraging and does not result in overgrazing (among other things, grazing resulting in the reduction of ground cover to a point insufficient to protect the soil shall constitute "overgrazing"). Grazing in accordance with a plan approved by the Trust or the Natural Resources Conservation Service shall not be considered overgrazing.

Domestic animals, such as household dogs or cats, are permitted but shall not be allowed to harass wildlife anywhere on the Property.

Establishment, maintenance, or operation of any commercial feedlot is prohibited.

3.6. Fences. Constructing, reconstructing, maintaining, and repairing fences are permitted, provided that any fence constructed or substantially reconstructed, complies with the following requirements:

3.6.1. The fence may not prevent wildlife migration routes.

3.6.2. Where the fence must cross a known wildlife migration route, or one subsequently identified by the Wyoming Game and Fish Department (or its successor agency), it shall have a top pole and not a top wire.

3.6.3. The fence shall be no higher than an average of 40 inches from the ground or otherwise permitted/prohibited by the Covenants.

3.6.4. There shall be at least 16 inches of space between the bottom horizontal fence element (pole, wire, etc.) and the ground.

3.6.5. There shall be at least 12 inches of space between the topmost horizontal fence element and the next highest horizontal fence element (i.e. rail or wire).

3.6.6. Neither the top, nor the bottom horizontal fence element may be of barbed wire.

3.6.7. There shall be no more than four horizontal fence elements.

3.6.8. New fences may not be constructed to run parallel to any existing fence which is 12 feet away or less (whether the existing fence is on the Property or not).

3.6.9. New fences which are constructed to run parallel to any open water (including, but not limited to, ponds, oxbows, streams, and lakes), including open water on adjacent properties, must be located at least 25 feet from such open water.

3.6.10. Letdown panels or gates shall be incorporated for the passage of wild ungulates during the seasons when livestock have been removed from the Property.

3.6.11. There shall be no perimeter fence around the Property.

3.6.12. There shall be no fenced area that is larger than one-half (1/2) acre.

Notwithstanding anything contained in this Easement to the contrary, any fence type may be constructed with the prior written permission of the Trust, which permission shall be at the absolute discretion of the Trust.

3.7 Water Rights, Water Resources and Irrigation. Grantor and Grantor's successors and assigns shall use their best efforts to comply with all government laws and regulations which ensure the retention of any and all water rights appurtenant to or benefiting the Property, now or in the future, that are necessary to protect and preserve the Conservation Values of the Property, and shall not transfer, encumber, lease, sell, or otherwise separate any such rights from the Property. Lawful use of water resources and irrigation is permitted.

3.8. Utilities. Within the Building Envelope, the development, installation, maintenance, repair or upgrade of utilities above ground or underground is permitted. Fuel tanks must be located within the Building Envelope.

Outside of the Building Envelope, the development, installation, maintenance, repair, upgrade and use of all other utilities (including, but not limited to electrical, cable television, telephone, natural gas, and propane service) is permitted, provided that all other on-site or off-site utilities installed after execution of this Easement, and any other utilities substantially reconstructed or upgraded after execution of this Easement, shall be located underground to the extent reasonably practicable. The mere fact that the installation or maintenance of a service underground is more expensive than

its installation or maintenance above ground shall not mean that its installation or maintenance underground is not "reasonably practicable". For purposes of this subparagraph, the replacement of power and telephone poles and lines existing at the time of execution of this Easement with those of the same size and/or capacity shall be considered maintenance, not substantial reconstruction or upgrade, and shall not be required to be underground.

3.9 Vegetation Removal. The Trust encourages planting and maintenance of native trees and shrubs throughout the Property.

The cutting, burning, or removing from the Property of trees, shrubs, and herbaceous vegetation is permitted only under the following circumstances: (1) when vegetation has fallen or threatens to fall across a fence, road, or other improvement; (2) when removal is clearly necessary to construction or maintenance activities permitted by another subparagraph of this Paragraph 3; (3) for forest insect and disease management; (4) for periodic and limited removal of deadfall to decrease fire danger; (5) for salvage of trees following catastrophic insect, fire, wind, or other damage from natural causes; and (6) for a personal garden within the Building Envelope.

Except as permitted in this subparagraph, dead and/or live standing trees and shrubs may not be cut, except with the prior written permission from the Trust, which permission shall not be unreasonably withheld, provided that naturally dead or down trees may be utilized as personal fuelwood. Trees and shrubs shall not be cleared for the purpose of establishing agricultural crops. Commercial timber harvesting is prohibited, except for the de minimis harvesting of trees following catastrophic insect, fire, wind, or other damage from natural causes.

The eradication, abatement, and control of toxic or noxious weeds is permitted and strongly encouraged.

3.10 Toxic and Noxious Weeds, and Agrichemical Use. The eradication, abatement, and control of toxic or noxious weeds is permitted and encouraged. The lawful use of agrichemicals is permitted and encouraged to control toxic or noxious weeds, provided that use of such chemicals be only in the amounts and frequency of application constituting the minimum necessary to accomplish any permissible uses allowed by another subparagraph of this Paragraph 3, and provided that the use of such chemicals shall in all cases be conducted in such a manner as to avoid any adverse effects upon the underlying natural habitat values, nearby surface and subsurface water resources, and the natural functions of nearby wetlands and riparian habitat.

3.11. Wildlife and Plant (Re)introduction, Wildlife Harassment and Feeding. The introduction of native wildlife and plant species which have been reduced or extirpated from their former range or exist at below historic densities is permitted on the Property. The introduction of non-

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native wildlife and plant species is permitted inside the Building Envelope. The introduction of non-native wildlife and plant species is permitted outside the Building Envelope only with the prior written permission of the Trust which permission shall be at the Trust's absolute discretion.

Any activity that will have an adverse impact or disturb any threatened, endangered or sensitive species, or their habitat is prohibited, including but not limited to disrupting migration routes of such species on the Property. The intentional, artificial feeding of wild animals on the Property is prohibited except for the feeding of birds with bird feeders, or with the written permission of the Trust, which permission, shall be the absolute discretion of the Jackson Hole Land Trust. Harassment of wildlife by any person or domestic animal is prohibited, except in accordance with a wildlife management plan approved by the Trust or the Wyoming Game and Fish Department.

3.12. Endangered or Threatened Species Conservation Plan. If an endangered or threatened species' habitat (e.g. bald eagles) should come to include any part of the Property in the future, the Trust may require Grantors, or their successors in interest to be bound by the terms of an Endangered or Threatened Species Habitat Conservation Plan that may modify use of that part of the Property (outside of the Building Envelope only) in terms of time, season and intensity of use, but generally allow ongoing uses of the Property.

3.13. Noncommercial, Commercial and Industrial Uses. Use of the Property for non-commercial, recreational uses, including walking, jogging, camping, hiking, picnicking, horseback riding, skiing, snow shoeing, snowmobiling, camping, education, and photography is permitted, provided that the intensity and magnitude of such use is consistent with the purposes of the Easement.

Use of the Property for commercial uses, other than de minimis uses, is prohibited.

Industrial use of the Property is prohibited.

3.14. Roads and Vehicle Use, Trails. Paved roads and trails shall be prohibited on the Property. Within the Building Envelope, the construction, reconstruction, maintenance and use of unpaved roads, bridges, and small parking areas is permitted. Outside of the Building Envelope, walking and jogging trails, horseback riding trails, snowmobile trails, and cross-country ski trails may be constructed, reconstructed, maintained and used, provided that:

3.14.1 Use, reconstruction or maintenance of roads and trails existing at the time of execution of this Easement are of an intensity and magnitude consistent with the purposes of the Easement.

3.14.2 Construction of new roads shall be subject to the prior written permission of the Trust, which permission shall not be unreasonably withheld except that an unpaved access road may be constructed, reconstructed, or maintained from Rim Road along the north/northeast boundary of the Property, the purpose of which is to access other lands owned by the Grantor's spouse or his successors in ownership (as described in Exhibit E).

Off-road use of vehicles is permitted, provided that such use continues to be of an intensity and magnitude consistent with this Easement and does not have an adverse impact on wildlife. Adverse impact may be direct (e.g. displacement of wildlife from the Property) or indirect (e.g. significant habitat loss due to destruction of vegetation).

3.15 Storage and Dumping. Within the Building Envelope, any type of storage is permitted as long as unsightly materials, which include, but are not limited to, abandoned vehicles or vehicle parts, overflowing trashcans, and unused construction materials or parts, are covered or enclosed, and such storage is consistent with the purposes of this Easement and does not adversely affect the Conservation Values.

Outside the Building Envelope, storage is prohibited, except for the temporary storage of construction supplies at the work site (including, but not limited to, fence posts, poles, culverts, fencing wire, irrigation pipe, gates, gravel, sand, or building materials) to be used on the Property, as may be permitted by another subparagraph of this Paragraph 3.

Dumping or disposing of trash, junk, garbage, or unsightly materials is prohibited on the Property, except that animal carcasses, or manure from the Property or nearby property owned by Grantor, may be buried on the Property, provided that such burial site is at least 150 feet from any standing or running water source.

3.16 Mining. Extraction of minerals from the Property, by any means, is prohibited, except that Grantor is not prohibited from: (1) drilling and exploring for, and extracting oil and/or gas located under the Property from sites not located on the Property, or from allowing others to do so as long as such sites are not visible from the Property, and (2) engaging in extraction activities (a) to protect or enhance wildlife or wildlife habitat values, or (b) for construction or maintenance activities permitted by any

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subparagraphs of this Paragraph 3, or (c) with the prior written permission of the Trust, which permission shall be in the Trust's absolute discretion.

3.17. Landing Sites. Aircraft landing pads and aircraft runways shall be prohibited.

3.18 Other Permitted and Prohibited Uses - All other uses consistent with the stated purposes of this Easement are permitted. All other uses in violation of or inconsistent with and significantly detrimental to the stated purposes of the Easement are prohibited.

3.19 Leasing - The leasing of the entire Property is permitted when consistent with the purposes of this Easement. The leasing of a portion of the entire Property, is also, permitted, provided, however, that such leasing is for less than ten (10) years.

4. Baseline Inventory. In order to (a) establish the present condition of the Property's natural and scenic resources and the Property's man-made features, (b) facilitate the proper monitoring of future uses of the Property, and (c) ensure compliance with the terms hereof, a baseline inventory of the Property's relevant resources, features and conditions has been prepared. A copy of the baseline inventory is attached hereto and by this reference made a part hereof as Exhibit D. The parties hereby expressly agree that said inventory constitutes an accurate representation of the Property at the signing of this Easement. If a controversy arises with respect to the nature and/or extent of the historical and/or present use of the Property or the physical condition of the Property at the time of the signing of this Easement, the parties shall not be foreclosed from utilizing this report and all other relevant or material documents, surveys, reports, photographs, and evidence to assist in the resolution of the controversy.

5. Enforcement.

5.1. Grantor shall notify the Trust in writing before exercising any right reserved by Grantor, expressly or impliedly, with respect to the Property, the exercise of which right may have an adverse impact on any of the conservation interests associated with the Property.

In particular, the Grantor shall notify the Trust, in writing, dated and signed by Grantor or Grantor's agent, before engaging in any activities which require Trust approval including, but not limited to, those activities noted in Paragraphs 3.1.2, 3.1.5, 3.3, 3.6, 3.9, 3.11, 3.14, and 3.16. Grantor's notice shall inform the Trust of all aspects of the proposed activity including, but not limited to, the nature, location, magnitude and anticipated effect of the proposed activity or use with respect to the purpose of the Easement. Such

notice shall be sent registered or certified mail, return receipt requested, addressed to the following: Jackson Hole Land Trust, P. O. Box 2879, Jackson, Wyoming 83001, or to such other address as the Trust may designate to Grantor in writing.

5.2. The Trust shall have sixty (60) days from the mailing of such notice to review the proposed activity and notify Grantor of any objections thereto, during which time Grantor shall take no further action to implement the proposed activity or use. Such objections, if any, shall be based upon the Trust's opinion that the proposed activity is inconsistent with this Easement, and shall inform Grantor of the manner, if any, in which the proposed activity can be modified to be consistent with the terms thereof. The Trust shall have the express right to prevent any proposed activity which is incompatible with the purpose or intent of this Easement, or with the authorized uses or prohibitions specified herein. The procedure set forth in Subparagraphs 5.1 and 5.2 shall not authorize, or cause any waiver of enforcement rights relating to any use or practice which is prohibited under Paragraph 3 above.

5.3. Any violation of the Easement shall be subject to termination through injunctive proceedings with the imposition of temporary restraining orders, or through any other legal means, it being recognized that monetary damages and/or other non-injunctive relief would not adequately remedy the violation of the covenants and restrictions of the Easement. In addition, the Trust shall have the right to enforce the restoration of the portions of the Property affected by activities in violation of the Easement, including actions against third parties where necessary, to the condition which existed at the time of the signing of this Easement. The costs of enforcement of this Easement, including reasonable attorneys' fees, whether or not judicial proceedings are initiated, and/or restoration of the Property shall be borne by Grantor, except to the extent Grantor is the prevailing party or a third party is responsible for the violations in which case the Trust shall to that extent not be entitled to reimbursement for its costs. Notwithstanding the foregoing, the Trust reserves the right to pursue any and all remedies permitted under the law.

5.4. In the event of dispute as to any permitted or prohibited use of the Property, the Trust shall have the right to demand arbitration by making such demand in writing upon Grantor during which time Grantor shall take no further action to implement the activity or use in question. In the event that the Trust exercises this right, if Grantor and the Trust agree upon selection of one (1) person to serve as arbitrator, there shall be only one (1) arbitrator. If no agreement is reached within thirty (30) days after the demand for arbitration, there shall be three (3) arbitrators, one named by the Trust and one named by Grantor within sixty (60) days after the demand for

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arbitration, and a third chosen by those two designated arbitrators. The decision of the arbitrator (or a majority of the arbitrators, as the case may be) shall be binding and may be confirmed by a court of competent jurisdiction upon application by Grantor or the Trust. Should Grantor refuse or neglect to timely appoint an arbitrator, a binding decision shall be rendered absolutely by the arbitrator named by the Trust. All costs of the arbitration, including arbitrators' fees and reasonable attorneys' fees, shall be borne by Grantor, except to the extent that Grantor is the prevailing party, as determined by the arbitrator (or a majority thereof, as the case may be), in which case the Trust shall to that extent not be entitled to reimbursement for its costs, unless otherwise determined by the arbitrator. To the extent not inconsistent with the procedures mentioned above, if the Trust should demand arbitration, such arbitration shall be conducted pursuant to procedures set forth by the American Arbitration Association in accordance with its Arbitration Rules including the Emergency Interim Relief Procedures, or such other rules as the Trust and Grantor may otherwise decide upon.

5.5. Failure by the Trust to exercise its rights under this Easement in the event of any breach by Grantor shall not be deemed or construed to be a waiver of the Trust's rights hereunder as to that breach or any subsequent breach.

6. Payment of Costs, Taxes or Assessments. Grantor shall bear all costs of operation, upkeep and maintenance of the Property, and Grantor does hereby indemnify the Trust therefrom. In addition, Grantor shall pay all real estate taxes or assessments levied by competent authorities upon the Property, and the Trust shall have no obligation or responsibility for the payment of taxes or assessments levied upon any of the Property. All obligations of Grantor under this Instrument shall be jointly and severally binding on Grantor and Grantor's successors and assigns.

7. Transfer of Conservation Easement. If the Trust determines that it no longer is able to enforce its rights under this Easement, or that it no longer desires to enforce said rights, or if the Trust ceases to exist or is otherwise prevented from enforcing its right under this Easement, or if the Trust no longer qualifies as a "qualified organization" under Section 170 (h) (3) of the Code or a comparable provision in any subsequent revision of the Code, the Trust shall as soon as practicable convey in perpetuity all its rights under this Easement and deliver a copy of this Easement, to an organization designated by the Trust and described in Section 170 (h) (3) of the Code (or the comparable provision in any subsequent revision of the Code), without qualification, to ensure that this Easement, in general, is enforced. Furthermore, the Trust is hereby expressly prohibited from subsequently transferring the Easement, whether or not for consideration, unless (a) the Trust, as a condition of the subsequent transfer, requires the transferee to

agree, in writing, that the conservation purposes which the Easement is intended to advance shall continue to be carried out, and, (b) the transferee is an organization qualifying at the time of the transfer as an eligible donee under Section 170(h)(3) of the Code (or the comparable provision in any subsequent revision of the Code) and regulations promulgated thereunder.

8. Extinguishment of the Easement. The Trust shall not voluntarily or willingly allow the extinguishment of any of the restrictions of this Easement, and if any or all of the restrictions of the Easement are nevertheless extinguished by a judicial or other governmental proceeding, any compensation received by the Trust as a result of the extinguishment shall be used by the Trust in a manner consistent with the conservation purposes of the Easement. This Easement, upon execution, creates a vested property right in the Trust with a monetary value which shall, for purposes of this Paragraph 8, forever equal at least the product of (a) the fair market value of the Easement at the time of the signing of this Easement divided by the fair market value of the Property immediately before the signing of this Easement (this quotient being hereinafter referred to as the "Easement Fraction"), and (b) the current fair market value of the Property. If, and only if, the Easement or part thereof is extinguished, the Trust, on a simultaneous or subsequent sale, exchange, or involuntary conversion of the property subject to the extinguishment, shall be entitled to receive from Grantor an amount no less than the product of the Easement Fraction multiplied by the total proceeds of the sale, exchange, or conversion as compensation for extinguishment of the Trust's interest in the Property. This Paragraph 8 is intended to and hereby does entitle the Trust to all those rights which Section 1. 170A-14(g)(6)(ii) of the Regulations to the Code requires a "donor" grant to a "donee organization".

9. Easement Granted in Perpetuity. The Easement shall be a burden upon and shall run with the Property in perpetuity, and shall bind Grantor and Grantor's successors in ownership and/or use of the Property forever.

10. Transfer of Property. Any time the Property itself, or any portion or interest in it, is transferred or conveyed by Grantor to a third party, Grantor shall notify the Trust of Grantor's intent to transfer or convey the Property, in writing, at least 30 days prior to the proposed transfer.

11. Development Rights. Grantor hereby grants to the Trust all the development rights, except as specifically reserved herein, that are now or hereafter allocated to, implied, reserved or inherent in the Property. The parties expressly agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or

[redacted] [redacted] [redacted]

otherwise, nor used for the purpose of increasing allowable density for the Property or any other property.

12. Indemnification of the Trust. Grantor and its successors in interest shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property including the purchase and maintenance of adequate liability insurance coverage if available. Grantor, to the extent of any insurance payments recovered, agrees to indemnify and hold the Trust harmless for payments required by a court for damages resulting from personal injury or property damage that occurs on the Property, as well as for the Trust's reasonable attorney's fees and other expenses of defending itself.

13. Waiver of Homestead Exemption. Grantor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as any of such rights affect the conveyance set forth herein.

14. Definitions.

14.1. The term "Grantor", as used herein, shall mean Jane Ridges Olsen, and her successors in ownership and/or use of the Property, including tenants, lessees, and licensees.

14.2 The term "the Trust", as used herein, shall mean the Jackson Hole Land Trust, and the permitted successors and assigns of the Trust under Paragraph 7.

14.3. The term "existing", as used herein, shall mean existing at the time of the signing of this easement.

14.4. The term "Building Envelope", as used herein, shall mean the rectangular shaped, three (3) acre area that Grantor may designate as the location for the Residential Improvements.

14.5. The term "commercial feedlot", as used herein, shall mean a commercial enterprise used for the purpose of fattening up livestock for slaughter and the livestock do not bear the indicia of ownership of Grantee (or any successor in interest), or the density of livestock in the paddock(s) is high enough that the land is not able to retain its vegetative ground cover.

15. Miscellaneous.

15.1 If any provisions of this Easement, or the application thereof to any person or circumstance is found to be invalid, the remainder of this Easement and the application of such provisions to persons or circumstances other than those as to which the provisions or application is found to be invalid shall not be affected.

15.2. This Easement shall be recorded in the office of the County Clerk of Sublette County, Wyoming.

15.3. Reference to the Easement shall be made in a separate paragraph of any subsequent deed or other legal instrument by which any interest (including a leasehold interest) in the Property is conveyed, and said reference shall expressly include the recording data of this Easement. Failure to comply with this requirement shall not adversely affect the Trust's rights under this Easement in any way.

15.4. This Easement creates no right in the general public to physical access to or on any portion of the Property.

16. This Easement shall be construed under the laws of the State of Wyoming and the United States of America. Except as otherwise stated herein, the parties agree that any legal proceeding to enforce the terms of this Easement shall be filed in the Ninth Judicial District Court, Sublette County, Wyoming.

IN WITNESS WHEREOF, Grantor has executed this Easement effective the day and year first above written.

GRANTOR:

Dated: February 22nd, 2000

Jane Ridges Olsen

Jane Ridges Olsen

STATE OF FLORIDA)
) ss.
COUNTY OF Indian River)

The foregoing instrument was acknowledged before me on this 22nd day of February, 2000, Jane Ridges Olsen.

Witness my hand and official seal.

Notary Public

My commission expires:

5/17/2001

TYNA COLLIER
MY COMMISSION # CC 635613
EXPIRES: May 17, 2001
Bonded Thru Notary Public Underwriters

Accepted and agreed to by Jackson Hole Land Trust this 17 day of March, 2000.

JACKSON HOLE LAND TRUST:

Dated: 3/17, 2000

By: _____
Allan Tessler, President

Attest: _____
Richard Van Gytenbeek, Secretary

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this 17 day of March, 2000, before me personally appeared Allan Tessler and Richard Van Gytenbeek, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively of the Jackson Hole Land Trust, and that the foregoing instrument was executed on behalf of the Corporation by authority of its Board of Directors.

WITNESS my hand and official seal.

(seal)

Notary Public

My commission expires: Oct 1, 2001

JULIA TIMBERLAKE JONES - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires Oct. 1, 2001

EXHIBIT A

LEGAL DESCRIPTION
FOR
A 40 ACRE PARCEL OF LAND

All of the SW 1/4 SW 1/4 of Section 4, Township 36 North, Range 112 West, 6th P.M., Sublette County, Wyoming

encompassing an area of forty (40) acres, more or less.

EXHIBIT B

LEGAL DESCRIPTION
FOR
A 10 ACRE PARCEL OF LAND

A portion of the NW1/4 SW1/4, of Section 4, Township 36 North, Range 112 West, 6th P.M., Sublette County, Wyoming, more particularly described as follows:

The North 600 feet of the West 726 feet of said NW1/4 SW1/4 of Section 4, T36N, R112W, with the south line parallel with the north line and the east line parallel with the west line of said NW1/4 SW1/4.

Together with and subject to covenants, easements, and restrictions of record. Including an easement for RIM Road.

Encompassing an area of 10.00 acres more or less.

EXHIBIT C

LEGAL DESCRIPTION
FOR
7.34 ACRE PARCEL OF LAND

A portion of the SW 1/4 SW 1/4 of Section 4, Township 36 North, Range 112 West, 6th P.M., Sublette County, Wyoming, more particularly described as follows;

The East 470 feet of the South 680 feet of said Section 4, T36N, R112W, with the north line parallel with the south line and the west line parallel with the east line of said SW1/4 SW1/4.

Together with and subject to covenants, easements, and restrictions of record. Including an easement for RIM Road.

Encompassing an area of 7.34 acres more or less.

EXHIBIT "D"

Baseline Inventory for the
80-acre Olsen Properties

Located in the NW 1/4 of the SW 1/4 of Section 4 (parcel 1)
and the SW 1/4 of the SW 1/4 of Section 4 (parcel 2),
Township 36 N, Range 112 W
Sublette County, Wyoming

Prepared October 5, 1999
by
Jane and Bill Olsen, property owners
and
Peter Dittmar, Intern, Jackson Hole Land Trust

INTRODUCTION

A baseline inventory of the 80-acre Olsen properties was conducted in the fall of 1999 to document and describe the ecological resources, conservation values, and current condition of the property. This document will be used by the Jackson Hole Land Trust (JHLT) to (1) document and describe the current condition of the property, (2) provide a comparison for subsequent monitoring reports, and (3) enforce the terms of the conservation easement in perpetuity.

Jane and Bill Olsen collaborated in the preparation of this baseline inventory. Their intimate knowledge of the property and skill in describing its physical and ecological features proved to be invaluable in preparing this document.

LOCATION AND GENERAL DESCRIPTION

The 80-acre Olsen properties are two distinct legal properties held in two different ownerships. Both parcels consist of 40 acres. The northern 40 acres, owned by Bill Olsen, are located in the NW 1/4 of the SW 1/4 of Section 4, Township 36 N, Range 112 in Sublette County, Wyoming. The southern 40 acres, owned by Jane Olsen, are located in the SW 1/4 of the SW 1/4 of Section 4, Township 36 N, Range 112 in Sublette County, Wyoming. When describing both parcels collectively, the properties will be referred to as the "Olsen Property" or the "Property." When specifying a particular parcel, the northern 40 acres will be referred to as lot 1, while the southern 40 acres will be referred to as lot 2.

The Olsen Property is located in Bondurant, Wyoming, in the Hoback Ranches subdivision, which is 45 miles south of Jackson. The north entrance to Hoback Ranches is about 3 miles south of Bondurant Post Office. The Property is located 7 miles beyond the north entrance on Rim Road and 3.8 miles from the south entrance to Hoback Ranches (at mile 127.5 on Rte. 189-191) on Rim Road. Rim Road bisects the northern parcel on a north to south axis with a 66 foot easement (33 feet from center) for public access. There are a few acres currently within a building envelope which includes one small main cabin (26ft x 40ft). The location of the Property in Bondurant, Wyoming is shown in Figure 1.

The property is part of Hoback Ranches, which spans more than 6,000 acres of the Hoback Rim (Rim) and adjacent foothills along South Fisherman Creek and its tributaries. It is largely in the Hoback Basin, surrounded by Bridger-Teton National Forest on the north and private land to the west and south. Public land administered by the Bureau of Land Management (BLM) adjoins the boundary along the southeast edge of the Rim. The Rim itself is a transverse ridge from the Gros Ventre Range on the northeast, southwest to the Wyoming Range ("Wildlife Plan for Hoback Ranches", 1998).

There are no conservation easements immediately adjacent to the Property. Land to the west of the Property is managed by the Bureau of Land Management while the land on the surrounding three sides is under private ownership. These public lands, in conjunction with the private land surrounding the Property, are part of a valuable complex of wildlife habitats and scenic vistas which contribute to the importance of the conservation easement on the Property.

HISTORIC AND CURRENT USES

The Property and the surrounding area were originally homesteaded in the early 1900s by the Miller family. Doyle Child acquired approximately 9000 acres from the family in 1970. Mr. Child filed an initial plat in 1976 and gradually sold off 250 parcels of land before he died in 1996. Bill Olsen acquired lot 1 in 1986. It was one of the first parcels of land to be sold in Section 4 of Hoback Ranches. Jane Olsen acquired lot 2 in 1987. The Olsens built a two bedroom log cabin (1248 square feet) in 1987 and have spent every summer there since.

Current use of the Property is for very modest residential, private recreation and various open space uses such as wildlife habitat and scenery.

The structural improvements on the Property, all located on lot 1, consist of the following:

- a main residence (approximately 1248 sq. ft.) (shown in photo #13, 14, 15, 36);
- a 200 ft. gravel driveway located approximately 780 feet on Rim Rd. from northern border (shown in photo # 12, 13);
- a transformer for private residential use (shown in photo # 11, 12);
- a telephone box for private residential use (shown in photo # 12);
- a water well for private residential use (no photo available);

PHYSICAL ATTRIBUTES

Physiography and Geology

Elevations on both parcels range from 7620 ft. on the western edge of lot 1 to 7960 ft. in the southeastern corner of lot 2 (approximate 20-foot contour lines are shown on Figure 3). The surface of the property generally drains to the west on lot 2 and to the east and north on lot 1. There are two swales, each located on the different parcels (see Figure 4). The terrain of the property is hilly and generally classified as Quaternary (Jane Olsen, 1999).

Soils

The Soil Conservation Service has not published a soil survey for Sublette County. For the closest estimate of local soils, refer to the Soil Survey of Teton County, Wyoming, Grand Teton National Park Area.

Hydrology

Hydrologic features on the property are limited to two wetlands. On the eastern border of lot 1 is a willow swale and wetland that, when saturated, flows into ponds and Sled Runner Creek. The small wetland on the southwest corner of lot 2 flows into seven beaver ponds on BLM land to the west. As a point of reference, the well serving the house was drilled to 235 feet and flows at 12 gallons per minute (Jane Olsen, 1999).

CONSERVATION VALUES

This baseline inventory describes many of the conservation values found on the Property. For the purposes of this conservation easement, the term "conservation value" shall include any of the following: open space, wildlife, natural, habitat, wildlife, scenic, aesthetic, and ecological processes.

Information on specific conservation values is provided in this baseline inventory to varying degrees of specificity. More general information on these conservation values in the Jackson Hole area is available at the offices of the Land Trust.

Scenic Resources

The property is an integral part of the South Rim of the Hoback Canyon and may be seen from ten miles or more and from Route 189, a Wyoming Scenic Byway. Views from both parcels are of Kismet peak to the southwest and of the Wyoming Range and Hoback Peak to the west.

Viewed along Rim Road on Lot 1 from north to south, the dense mixed coniferous forest shifts to an open meadow with views of the South Rim. A few cabins on Hoback Ranches are visible from the road, but at considerable distance. The original intent of Hoback Ranches was to offer limited housing in a natural setting, without any major development (Sparrowe, 1999). This condition still exists at the time of this easement. Easements on this property, and others in the Hoback Ranches in the future, can help ensure continuation of this scenic landscape.

Habitat Types and Values

Three major vegetation types are found on the Property and are all shown on Figure 4. These three types are generally classified as the sagebrush meadow community, the aspen community, and the mixed coniferous forest community. A few willows are found in a swale in a small section of Lot 1, but do not constitute a major biotic community on the Property. They are, however, an important ecological feature worth protecting. For a list of species that fall under these categories, see Appendix 1.[1]

Aspen Community:

The aspen communities occur in small scattered groves that occupy approximately 5-10 acres of the Property. The aspen are generally found in and around the edges of the meadows.

Mixed Coniferous Forest Community:

The mixed coniferous forest occurs on approximately 50-60 acres of the Property. Dominant species include Douglas-fir and lodgepole pine.

[1]Information in Appendix is based on observations of Bill and Jane Olsen and an unpublished article ("Plant and Animal Life, Hoback Ranches," 1998) and is not necessarily a complete inventory.

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Sagebrush Meadow Community:

The sagebrush meadow community occurs on approximately 10-15 acres of the property. Sagebrush communities are complex communities of 100+ plant species (Biota, 1997). Rabbit brush and sage are the expected dominant species within this community (Sparrowe, 1999).

Special Habitat Features:

In addition to the vegetation communities, there are also numerous habitat features. Three features found on the Property offer unique habitat components worthy of description:

(1) **snag**- standing dead trees in various stages of rot and decay. Snags provide critical nesting, denning, resting, and feeding opportunities for an array of wildlife. Many birds, such as woodpeckers, forage on insects found in snags. These same birds, as well as others (e.g. kestrels, bluebirds), create and/or use cavities in the snags for nesting, which in turn are used by other species (pine martens, numerous owl species). As snags decay, they eventually fall to the ground and function as deadfall material (Minta and Campbell, 1991).

(2) **deadfall**- fallen, or partially fallen and decaying trees and shrubs. Deadfall greatly diversifies the ground-level structure and characteristics of habitat for a variety of species. Numerous wildlife species, particularly small mammals and birds rely on deadfall for cover, foraging opportunities, and thermal protection. Deadfall also contributes to the long-term accumulation of soil organic matter (ibid.).

(3) **swale** (mentioned elsewhere in this baseline)- provides a relatively unique daily movement route for ungulates and other wildlife species. Wildlife can move from an area with relatively good tree cover to another area without being readily seen. Without the swale, wildlife are readily visible in the sagebrush meadow and susceptible to predators and exposure to humans. Jane Olsen has observed moose in the swale upon occasion (Jane Olsen, 1999).

Distribution and Location of Surrounding Habitats:

The location of the Property in relation to other undeveloped or minimally developed properties is significant. Generally large contiguous pieces of wildlife habitat are more important and useful to wildlife than smaller isolated pieces. The fact that the Property is situated among undeveloped properties and is in close proximity to the Bridger-Teton National Forest and BLM land is very significant. The Property not only provides habitat for numerous species, it provides an undeveloped connecting corridor to other available habitats and buffers them from human disturbance.

Wildlife Resources

Although no systematic wildlife surveys were conducted on the Property, numerous wildlife species are expected and, in many cases, have been observed on the Property. Information on wildlife use of the Property is based on information provided by the observations of Jane and Bill Olsen and a conversation with Doug McWhirter of the Wyoming Game and Fish Department. Information about surrounding wildlife habitats is provided by Rollin and Bettina Sparrowe.

Mammals:

Approximately 24 mammal species are known or suspected to occur on the Olsen property (Olsen, 1999). Appendix II provides a complete list of these species. Some species known to use the property, such as black bear, Uinta chipmunk, and Pine marten are identified as, at least, a Rare, Sensitive, or Threatened species in the Greater Yellowstone Ecosystem (Clark et al., 1989).

Elk, mule deer, and moose are regularly seen on the Property and leave tracks, droppings, and other seasonal signs. According to Doug McWhirter, the Property and surrounding land are an "extremely important area spring through fall" (personal communication, 1999). While species vary in abundance seasonally, elk herds of more than 100 have been seen nearby in mid-summer and groups of more than 200 in the fall. Juvenile elk, moose, and mule deer are regularly encountered near the cabin and other locations on the Property.

The Wyoming Game and Fish Department's "Franz" elk feedground is located just over two miles southeast of the Property on a portion of BLM land. Approximately six hundred elk winter at this feedground, congregating in herds that number in the hundreds as they move into the area as early as late September or early October each year. The feedground hold elk and also attracts some mule deer and even moose through the winter, as the animals are fed to prevent them from moving south onto private ranch lands that depend upon forage to their cattle (Sparrowe, 1999). This additional habitat value can be attributed to all habitats along the Rim, including the Property, because the elk migrate in and out at various rates, depending upon snow fall and other disturbances both in the fall and in the spring.

Black bear have been observed on the property (Olsen, 1999). Though primarily a forest animal, black bears use a variety of habitats, concentrating most heavily where a mosaic of community types are available (Clark et. al., 1989). Given the diversity of habitat types, the low level of human use and disturbance on and near the Property, and the frequency of observations, the Property is likely within the home range of several black bears.

Birds:

At least 62 bird species may occur on or near the Property at various times of the year. Appendix III lists bird species suspected or known to occur on or near the Property. This list is not likely to be comprehensive, since it was compiled by landowners who do not reside year-round on their properties. Many other bird species may migrate through the Property seasonally. Some species known to use the property, such as the bald eagle and the 3-toed woodpecker are identified as, at least, a Rare, Sensitive, or Threatened species in the Greater Yellowstone Ecosystem (Clark et al., 1989).

CONSERVATION EASEMENT ENFORCEMENT

Reference to Specific Easement Provisions:

In an effort to facilitate monitoring and enforcement of the conservation easement of which this baseline is a part, the following information refers to specific provisions in the conservation easement.

Section 3. Permitted and Prohibited Uses and Practices

3.2. Regarding land division: The Property is currently in two parcels with two different ownerships, as described above. A separate easement document will encumber each ownership separately. The existing land division does not constitute a violation of this easement.

3.4. Regarding agricultural use: No agricultural uses or dude ranching are occurring at this time.

3.9. Regarding vegetation removal: The old slash piles (shown in photos #20 & 30) were in existence prior to the execution of the easement and do not constitute a violation of this easement provision.

3.10. Regarding the introduction of non-native plant species: The existence of non-native invasive plant species on the Property (musk thistle), however minimal, does not constitute a violation of this provision of the easement.

3.13. Regarding Noncommercial, commercial and industrial uses: There are no commercial uses occurring at this time.

PHOTOGRAPHIC DOCUMENTATION

Numerous photographs of the Property were taken by Jane Olsen during the summer of 1999 and by Peter Dittmar during the fall of 1999. These photos, together with a written photographic description (Appendix IV) and a photopoint map (Appendix V) will be very beneficial to monitoring

and enforcement of the conservation easement provisions over time. All original photographs are on file with the Jackson Hole Land Trust, either in the Trust's office, or in the Trust's storage space in the "vault" of the Jackson State Bank.

CONCLUSIONS

A conservation easement restricting one 3-acre residential building envelope with existing structures on lot 1, one floating 3-acre residential building envelope on Lot 2, and other open space uses on both properties will go far to ensure the preservation of important ecological and biological resources. A conservation easement is also important for the protection of scenic and wildlife values currently found on the Property and on adjacent and nearby private and public lands. If this parcel were used for residential development at a density much greater than allowed in the easement, it would clearly do harm to wildlife resources by degrading habitat in the area by both directly (consumption of land) and indirectly (wandering people and pets, etc.) increasing incompatible human uses.

The conservation easement written for the Property, including this baseline, is enforceable using the Jackson Hole Land Trust's current procedures for easement stewardship and monitoring.

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Sources

Biota Research and Consulting. 1997. *Ecological Baseline Inventory for the Rock Springs Parcel.* Teton County, Wyoming.

Clark, Harvey, and others. 1989. *Rare, Sensitive, and Threatened Species of the Greater Yellowstone Ecosystem.* Northern Rockies Conservation Cooperative, and others.

McWhirter, Doug. 1999. Personal Communication.

Minta, S.C. and T.M. Campbell. 1991. *Wildlife-Habitat Assessment and Analysis with Reference to Human Impacts in Jackson Hole Wyoming.* Unpubl. 1st Edition. Final Report to Teton County Board of County Commissioners, Jackson, Wyoming.

Oakleaf, Bob and others. 1992. *Wyoming Bird and Mammal Atlas.* Wyoming Game and Fish Department.

Olsen, Jane. 1999. *Olsen Baseline Study.* Self-written.

"Plant and Animal Life, Hoback Ranches." 1998. unpubl. no author.

Sparrowe, Bettina and Rollin. 1999. *Baseline Inventory For the Forty Acre Sparrowe Property.* Self-written.

"Wildlife Plan for Hoback Ranches." September 15, 1998. unpubl. no author.

Young, Jack F. 1982. *Soil Survey of Teton County, Wyoming, Grand Teton National Park Area.* USDA, Soil Conservation Service.

Appendix I. Vegetation*

Mixed Coniferous Forest Community:

Trees:	**Understory vegetation:**
Lodgepole pine	Grouseberry
Douglas fir	Wild current
Sub-alpine fir	
Limber pine	
Whitebark pine	

Aspen Community:

Trees:	**Understory vegetation:**
Aspen	Chokecherry

Sagebrush Meadow Community:

Tallsage
Rabbit brush
Bitter Bush

Wetland:

Willow (numerous species)

*may not encompass every species present on the property

Appendix II. Mammals on or near Property*

x Indicates a likely or potential presence on or near the Olsen Property.
• Indicates an observation, or evidence of the species on the Olsen Property.

Ungulates
- • Moose
- • Elk
- • Mule Deer
- x Pronghorn Antelope

Carnivores
- • Coyote
- x Mountain Lion
- • Pine Marten
- • Ermine
- • Long-Tailed Weasel
- • Badger
- x Striped Skunk
- • Black Bear

Lagomorphs
- • Snowshoe Hare

Rodents
- • Yellow-Pine Chipmunk
- x Uinta Chipmunk
- x Yellow-Bellied Marmot
- • Uinta Ground Squirrel
- • Red Squirrel
- • Northern Pocket Gopher
- x Deer Mouse
- x Voles
- x Muskrat
- x Beaver
- • Porcupine

* sources include observations of Jane Olsen and personal communication with Doug McWhirter of the Wyoming Game and Fish Department.

Appendix III. Bird Species on or near the Property*

x Indicates a likely or potential presence on or near the Olsen Property.
• Indicates an observation, or evidence of the species on the Olsen Property.
All birds grouped by Order, except the Passerines, which are grouped by Family.

Vultures, Hawks, and Falcons:
- • Northern Goshawk
- x Northern Harrier (Marsh Hawk)
- • Red-tailed Hawk
- x American Kestral
- • Swainson's Hawk
- x Sharp-skinned Hawk
- x Cooper's Hawk
- x Prairie Falcon

Gallinaceous Birds:
- • Blue Grouse
- x Sage Grouse
- x Ruffed Grouse

Cranes:
- x Sandhill Crane

Plovers:
- x Killdeer
- x Western Sandpiper
- x Long-billed Curlew
- x Common Snipe
- x Mourning Dove

Owls:
- x Great Horned Owl
- • Great Gray Owl

Nighthawks:
- • Night Hawk

Swifts & Hummingbirds:
- • Rufous Hummingbird
- • Calliope Hummingbird
- • Broad Tailed Hummingbird

* sources include the observatioins of Jane Olsen, "Plant and Animal Life, Hoback Ranches," and "Wyoming Bird and Mammal Atlas."

Kingfishers:

x Belted Kingfisher

Woodpeckers:

- Red-shafted Flicker
x Red-naped Sapsucker
- Williamson's Sapsucker
x Hairy Woodpecker
x Northern 3-toed Woodpecker
x Yellow-bellied Sapsucker

Swallows:

x Tree Swallow
x Violet-green Swallow
x Barn Swallow

Jays, Magpies, and Crows:

- Clark's Nutcracker
- Gray Jay
- Common Raven
- Stellar Jay
x Black-billed Magpie

Chickadees:

- Mountain Chickadee
- Black-capped Chickadee

Creepers:

- Brown Creeper

Nuthatches:

- Red-breasted Nuthatch

Wrens:

x House Wren
x Rock Wren

Kinglets, Gnatcatchers, and Thrushes:

- Mountain Bluebird
x Swainson's Thrush
x Townsend's Solitaire

Vireos:

x Solitary Vireo

Warblers, Tanagers, Grosbeaks, Buntings, Sparrows, Blackbirds, and Orioles:

x Black-headed Grosbeak
- Chipping Sparrow
- Dark-eyed Junco
x Townsend's Warbler
- Western Tanager
x White-crowned Sparrow
x Yellow Warbler
x Yellow-rumped Warbler
x Red-winged Blackbird
x Yellow-healed Blackbird
x Brewer's Blackbird
x Northern Oriole

Finches:

x Evening Grosbeak
- Pine Grosbeak

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Appendix IV. Description of Photographic Documentation

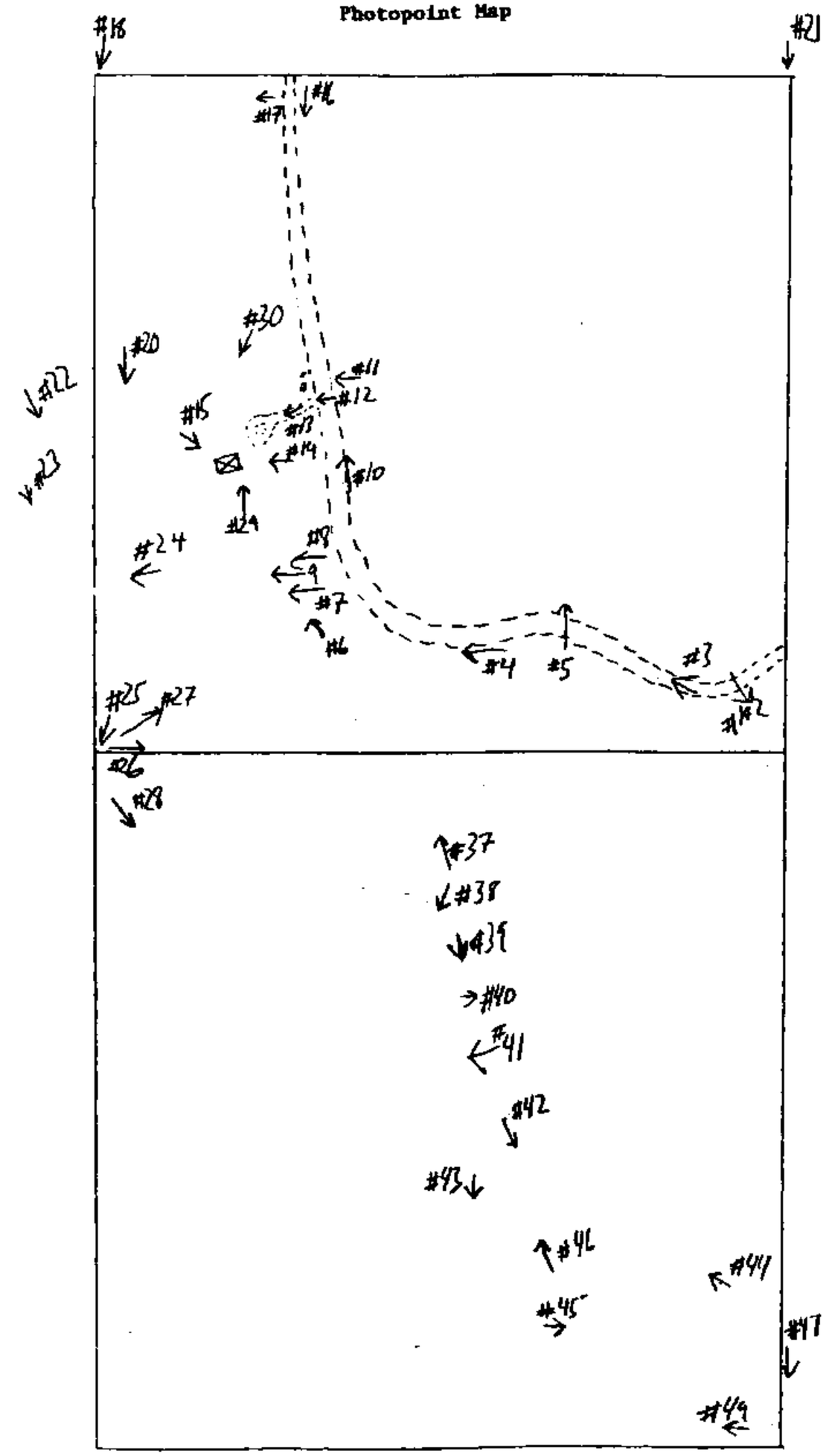
1-2	SE corner of Lot #1, NE corner of Lot #2, on Rim Rd.
3	Rim Rd. from corner of lot #1 and #2.
4	Rim Rd. toward curve, lodgepole grove to right, Lot #2 to left
5	Lodgepole grove, facing north.
6	"Picnic" tree in meadow on curve of Rim Rd. facing north.
7-8	Meadow on curve, facing west; Wyoming Range.
9	Aspen grove below meadow, facing west.
10	Rim Rd. facing north.
11	Transformer and telephone box at driveway, 381 Rim Rd.
12	Entrance to drive, box.
13	Circle drive and cabin.
14	Back of cabin, facing west.
15	Front of cabin, facing southeast, Douglas firs.
16	Rim Rd. facing south from north line of Lot #1.
17	Approaching NW corner of Lot #1, facing west.
18	Northwest corner marker, facing south.
20	Aspen and Douglas firs toward South Rim (slash pile in foreground).
21	Willow swale and south Rim, looking south toward northeast corner of Lot #1 (woods to east of swale).
22	Facing southeast toward lot #2, aspen and fir.
23	View of hill comprising Lot #2, south 40 acres, facing southeast (South Rim to right).

24	Lower aspen meadow near southwest corner of Lot #1.
25	Facing south toward SW corner Lot #1. NW corner Lot #2.
26	Facing east from corner marker.
27	Facing northeast from corner marker.
28	Facing southeast into Lot #2.
29	Meadow above cabin, facing north.
30	Slash piles north of cabin, facing southwest.
31-36	Wildlife around cabin, all taken from inside cabin. 31- Doe and twin fawns. 32- Moose at salt lick. 33- Elk and calf at salt lick. 34- Uinta ground squirrel. 35- Bear in yard. 36- Bear on porch.
37	Grassy plateau, Lot #2 facing north.
38	Grassy plateau, Lot #2 facing south.
39	Douglas fir leaner.
40	Subalpine fir.
41	Wyoming Range from Lot #2.
42	Open meadow at crest of Lot #2.
43	South Rim from open meadow.
44	Height of the land on Lot #2.
45	View up meadow looking east.
46	Facing northwest from meadow.
47	SE corner of Lot #2 is in this aspen grove- facing south.

48 Aspen Grove looking west.

7340

AppendixV.
Photopoint Map



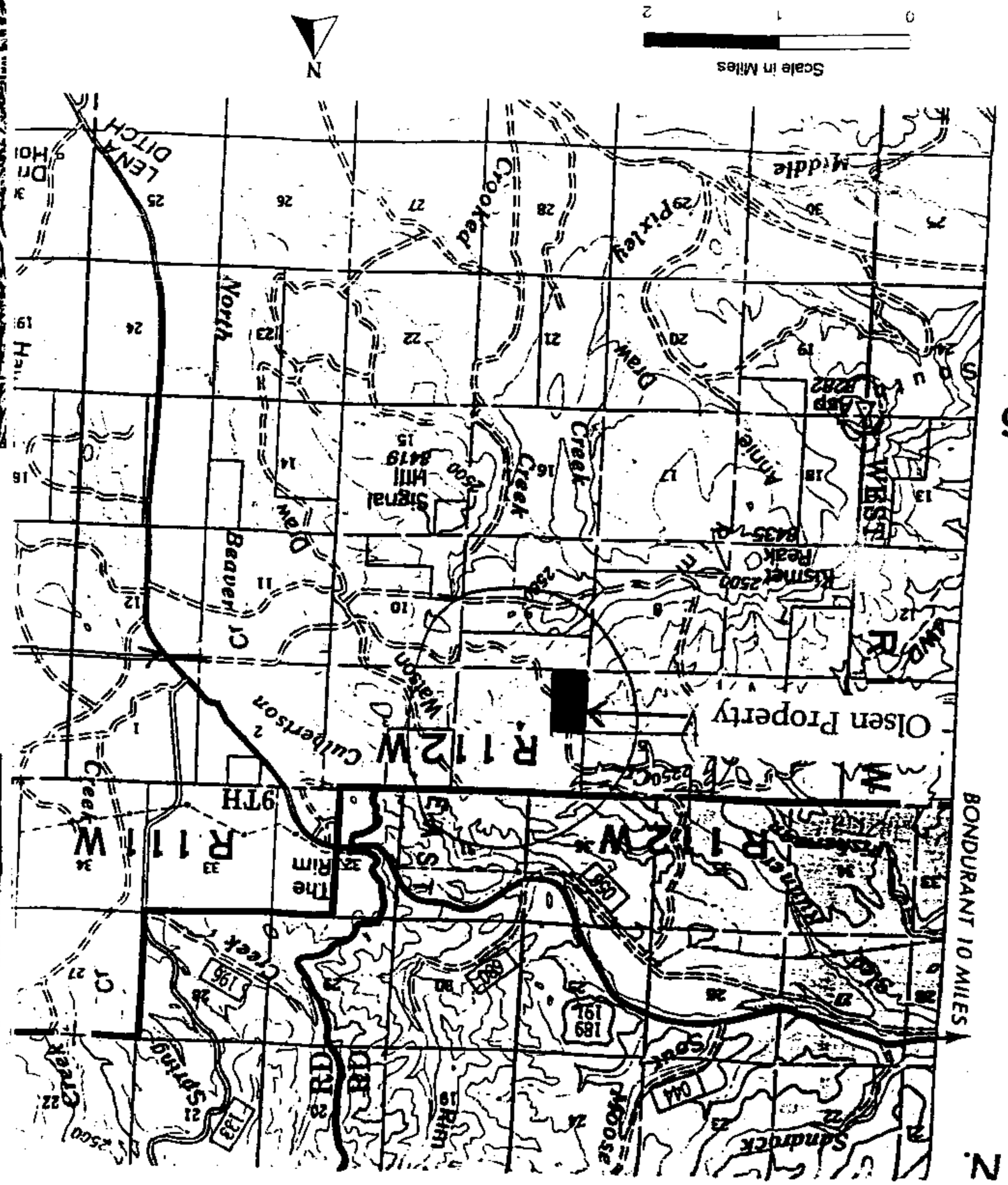

N
Scale in Miles
0
1
2
T. 36 N.
R 112 W
R 111 W
Olsen Property
BONDURANT 10 MILES
LENA DITCH
North Beaver Creek
Crooked Creek
Middle Beaver Creek
Dam
Signal Hill 8419
Sandrock
Sprong
Creek
9TH
The Rim
Cullerton
Watson
Kistler Peak 8435
Kistler 2503
Middle
29 Pixley
Dam
Dam
Dam

Figure 3.
Property With Contour Lines

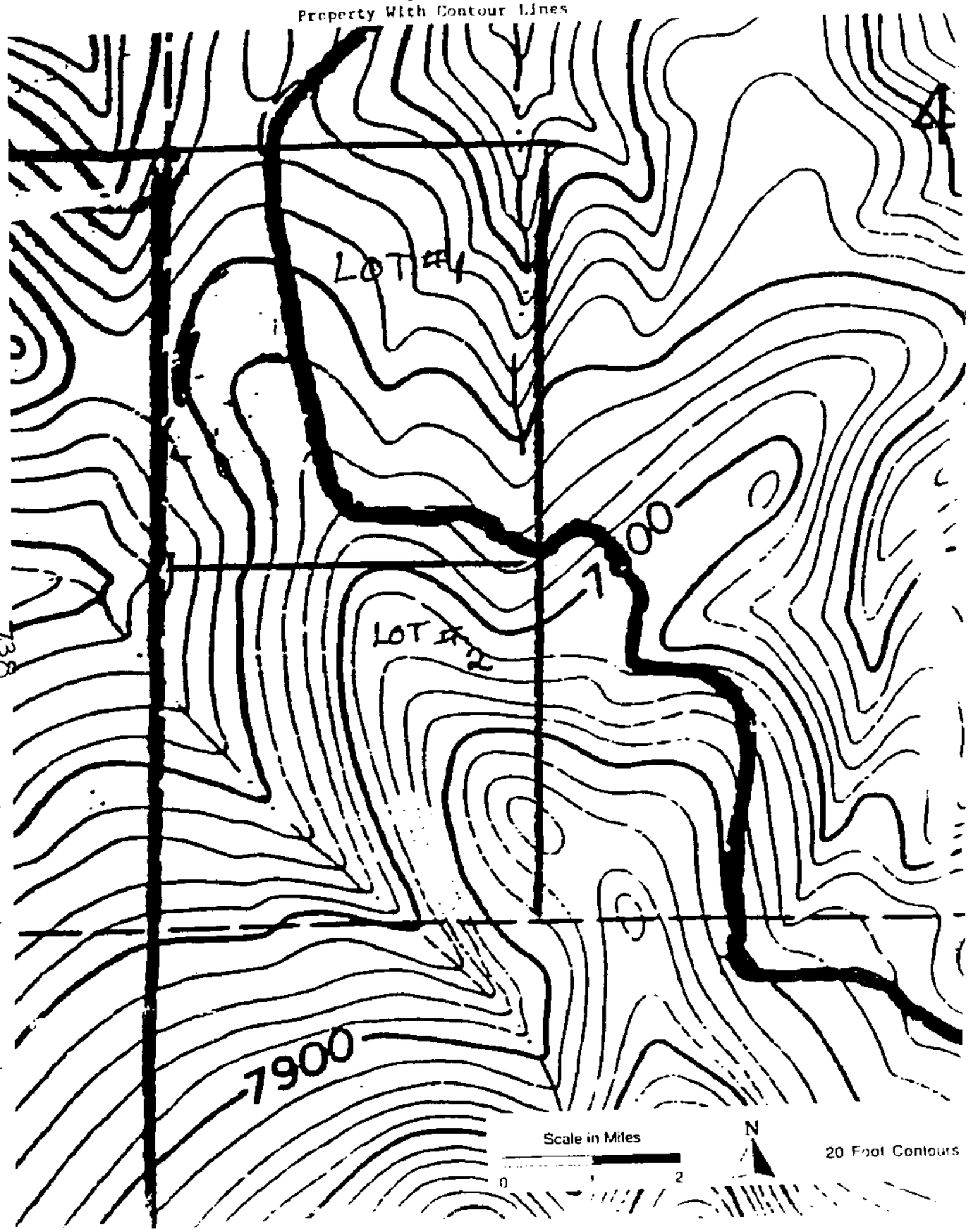
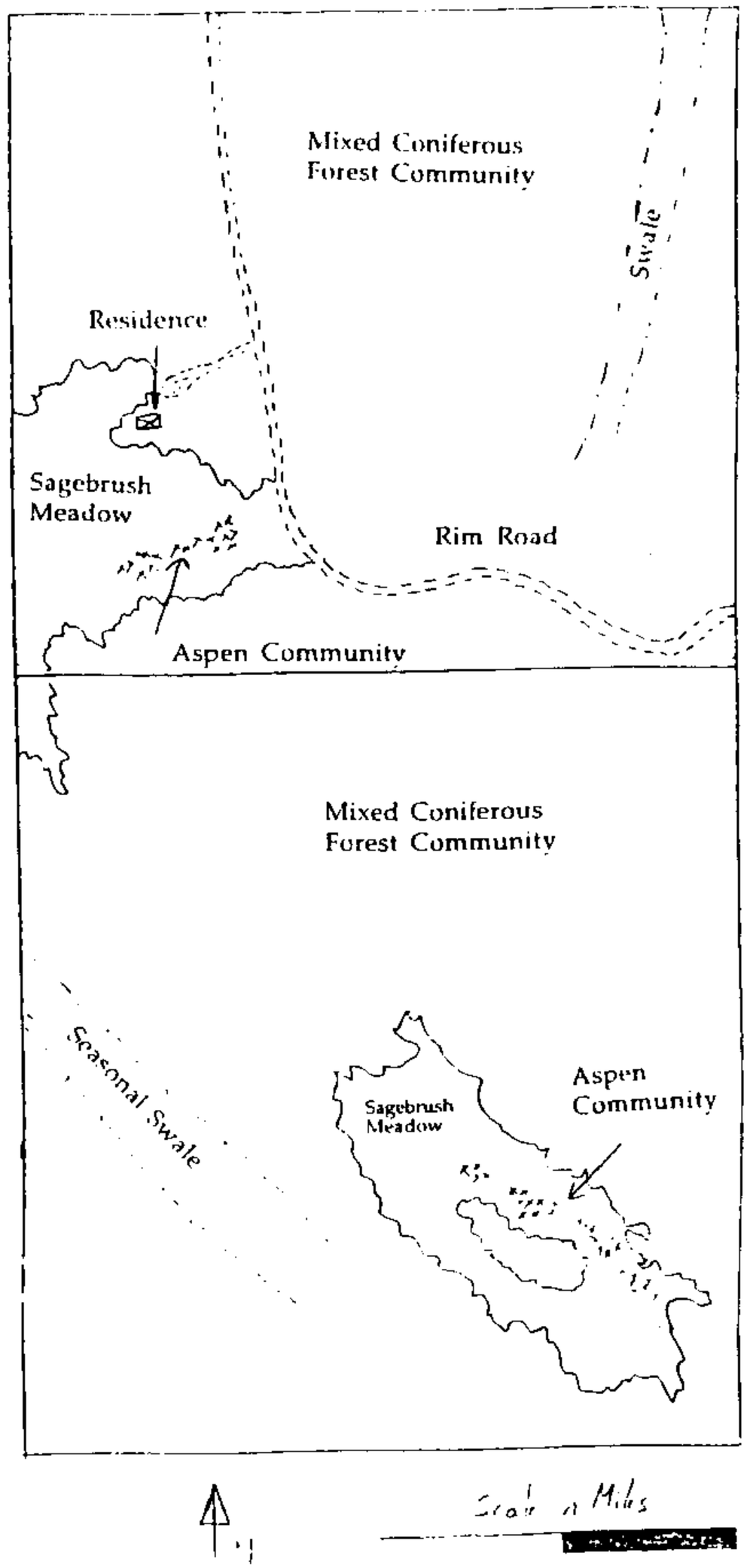


Figure 4.
Vegetation Communities and Significant Natural Features



1 Lake Olson

2 Lake Olson

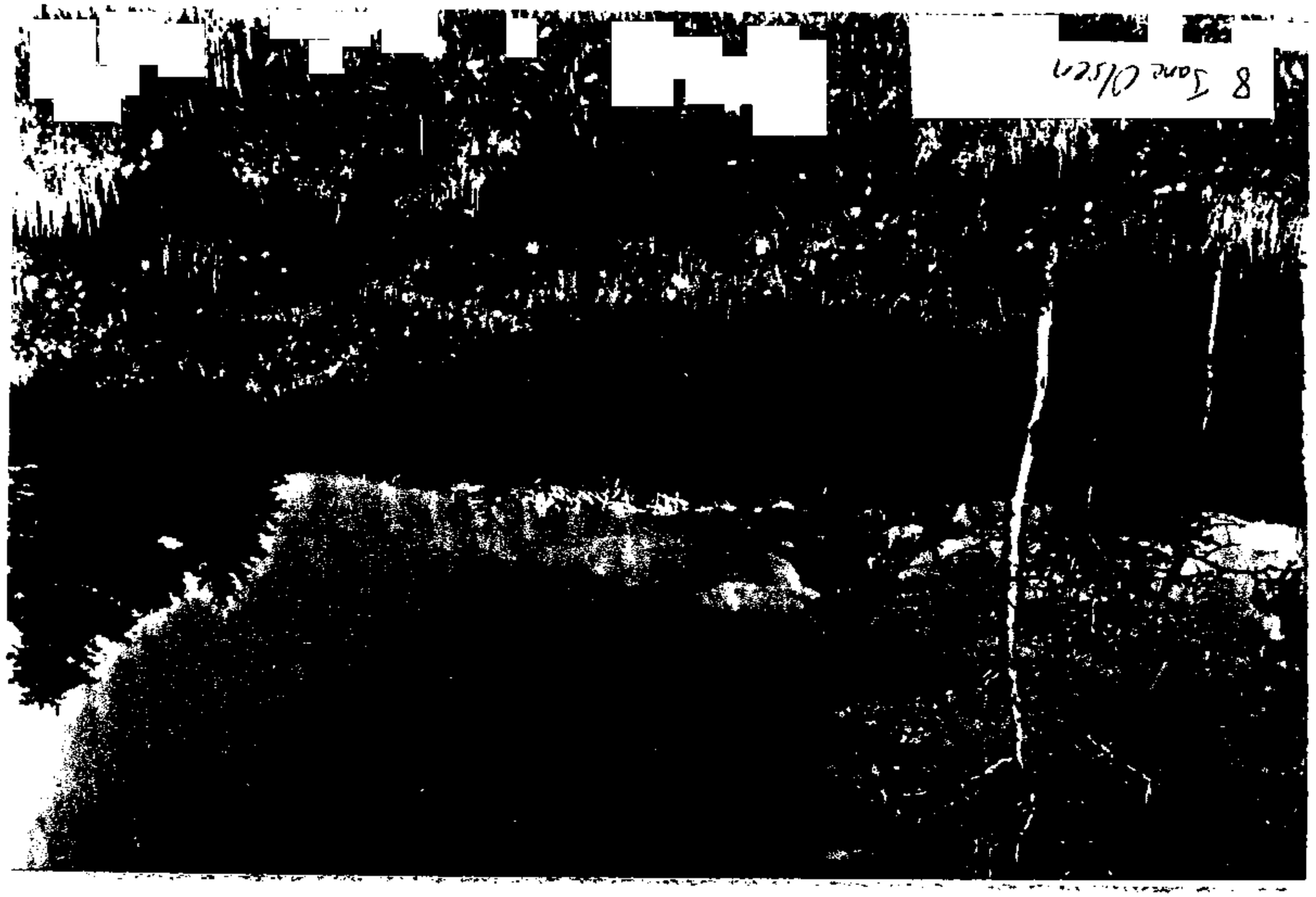
3 Lake Olson

739

6. Jane Olsen

4 Jane Olsen

5. Jane Olsen

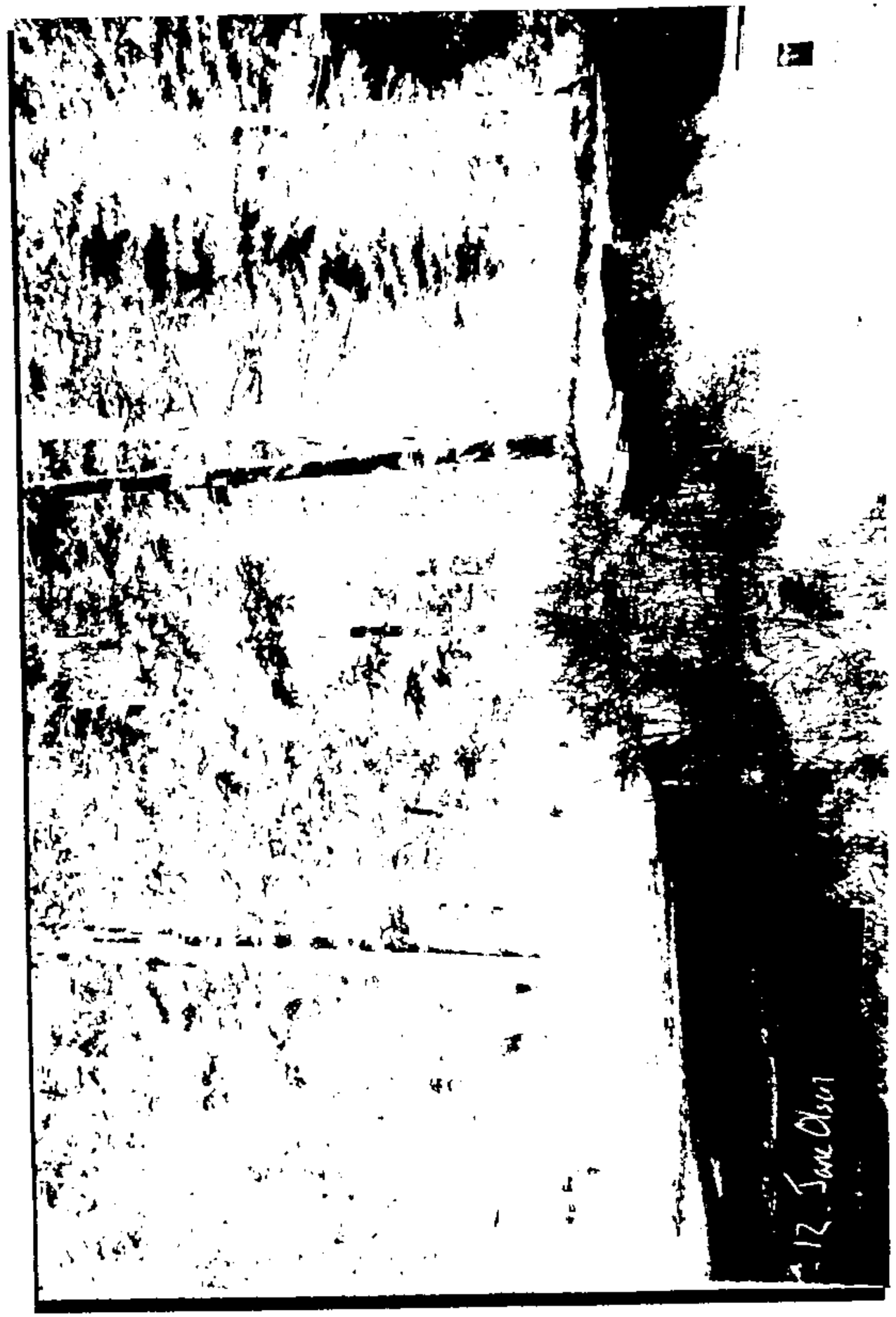

8 Jane Olsen

9 Jane Olsen

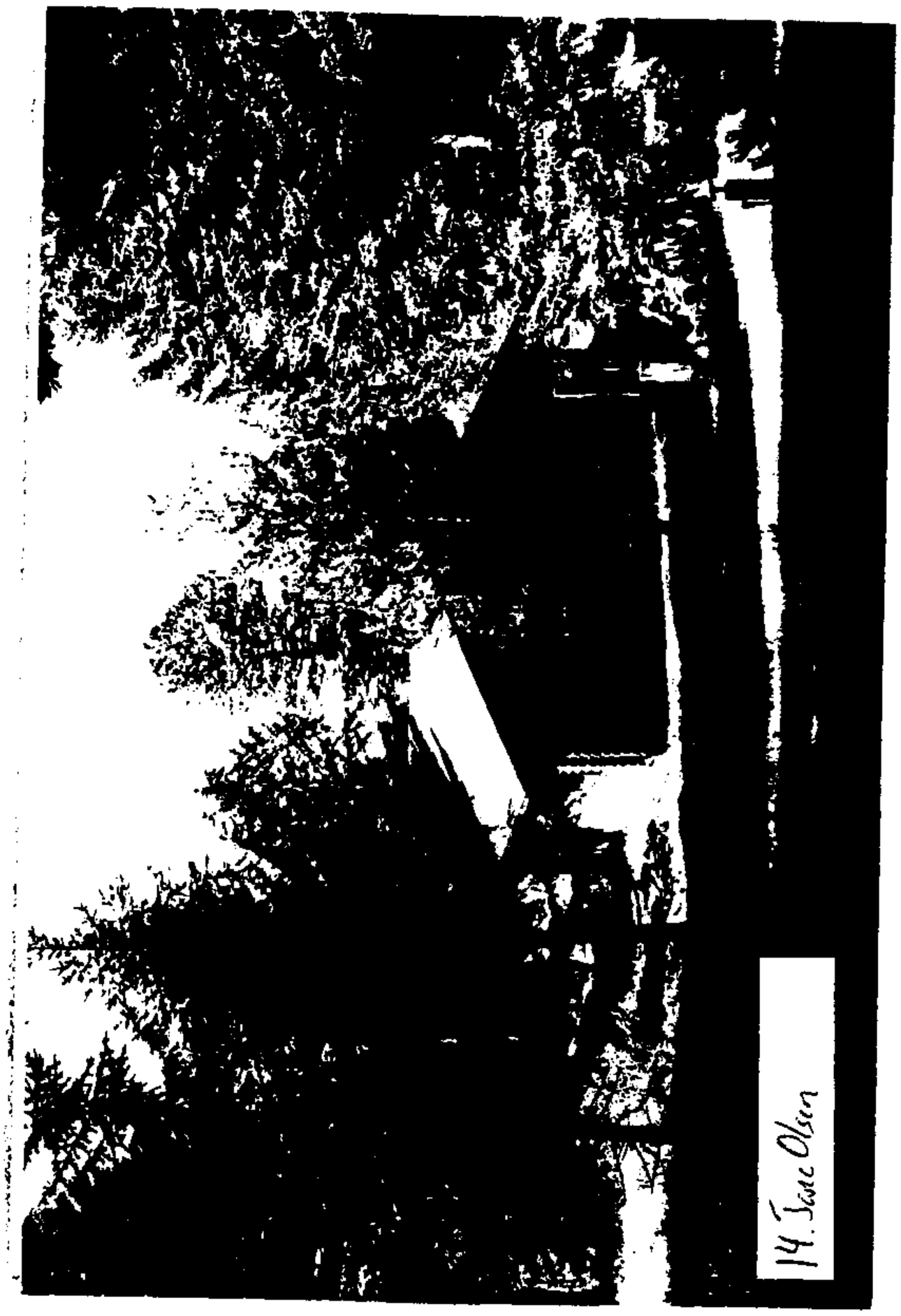
7 Jane Olsen

11 Sue Olsen

10. Sue Olsen


12. Sue Olsen

13. Jane Olsen



14. Jane Olsen

15. Jane Olsen

17 Sue Olsen

16 Sue Olsen

18 Jane Olsen

ASPEN + DOUG FIRS (SLASH PILE) LOOKING TO SOUTH RIM

#25

WILLOW SWALE & SOUTH RIM LOOKING SOUTH
NE CORNER OF LOT #1 JUST TO LEFT OF SWALE

#26

FACING SE - ASPENS + FIR - PARCEL 2 TO RIGHT REAR

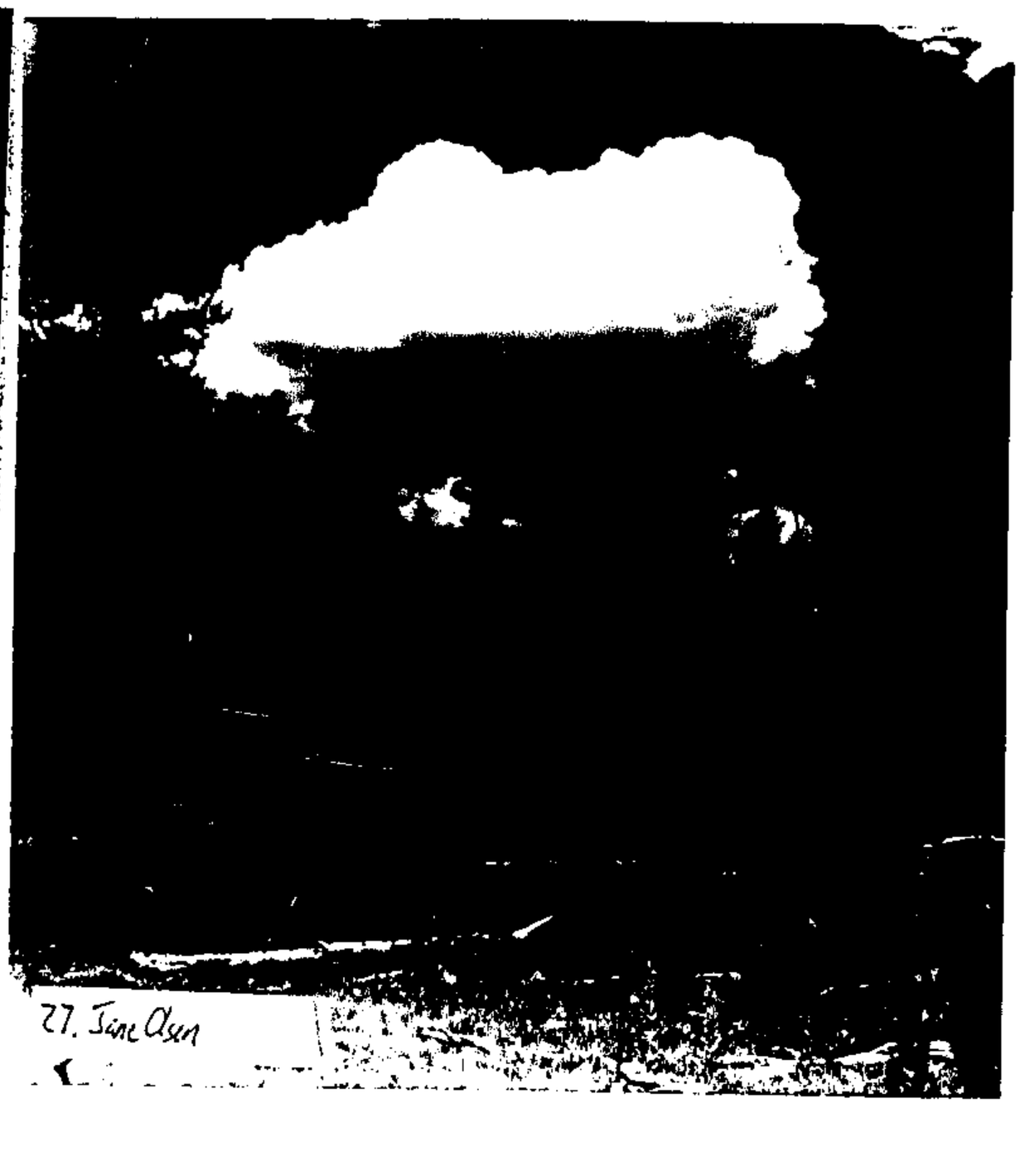
#27

PARCEL #2 - VIEW OF HILL COMPRISING SOUTH 40
FACING SE (SOUTH RIM TO RIGHT)
(FROM BLM LAND)

24 Jane Olsen

25. Jane Olsen

26. Jane Olsen



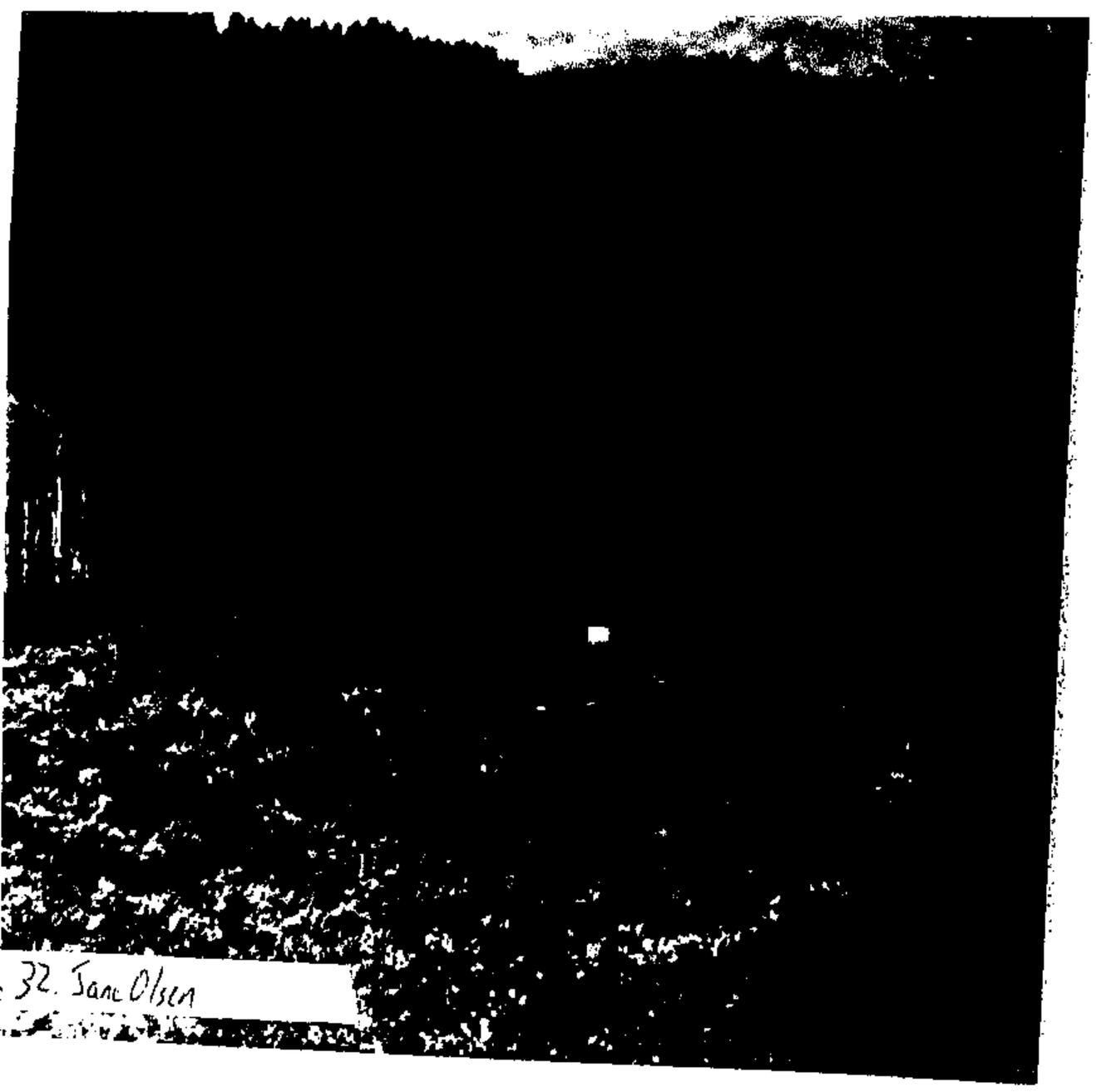
27. Jane Olsen

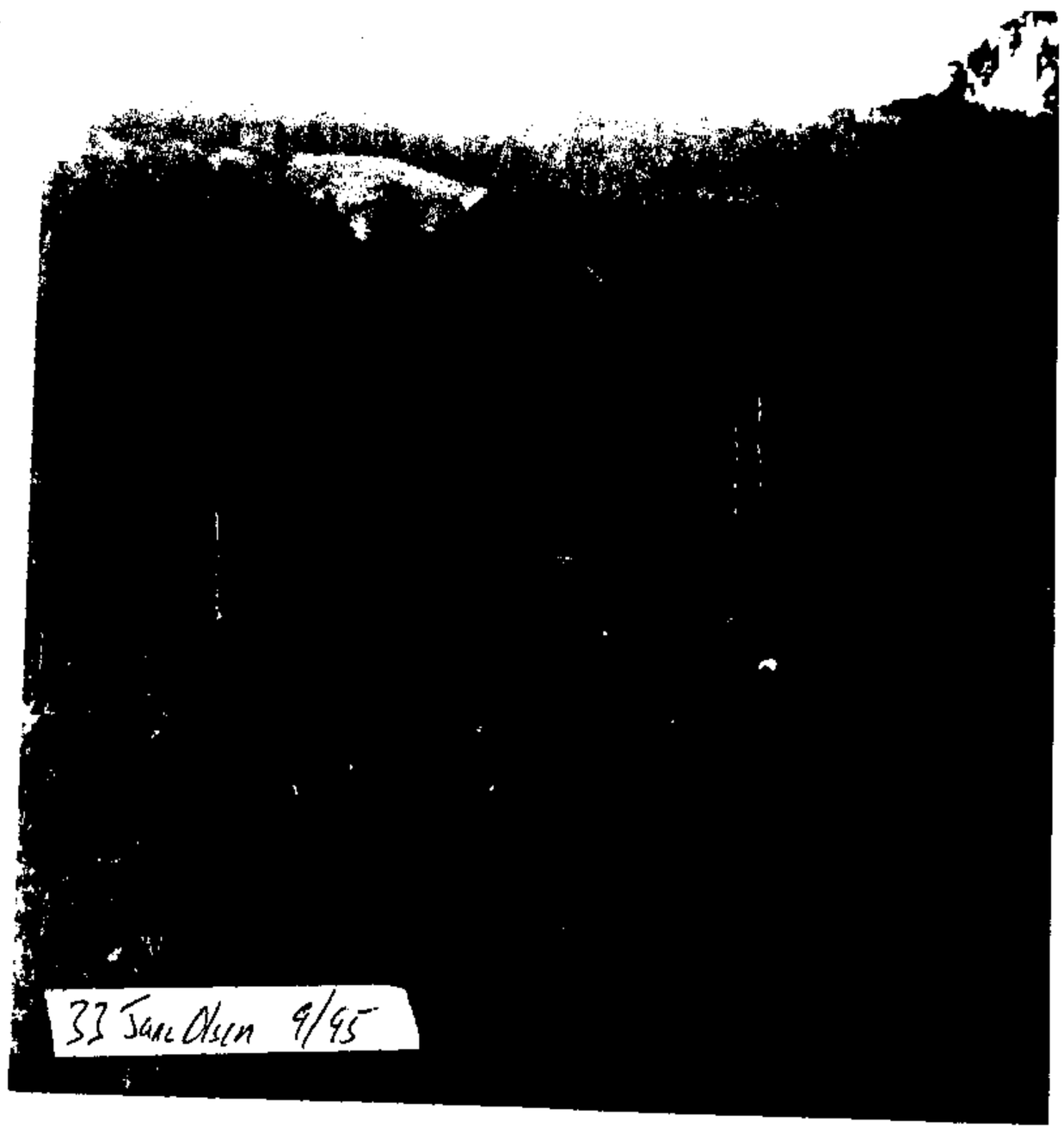
28. Jane Olsen

29. Jane Olsen

30. Jane Olsen

31. Jane Olsen 8/12/98


32. Jane Olsen

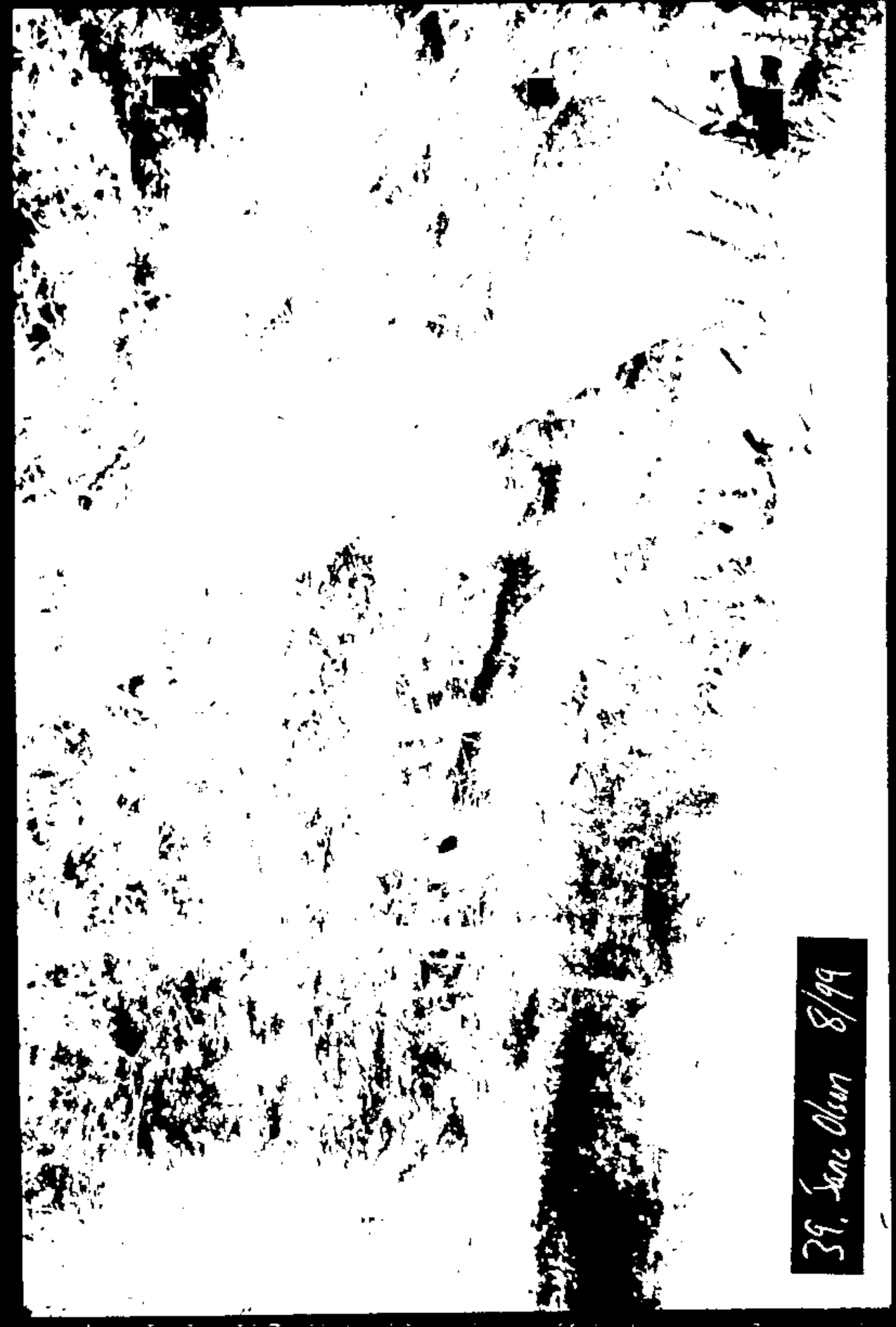

33 Jane Olsen 9/95

34. Jane Olsen

"CINNAMON" BEAR

#40

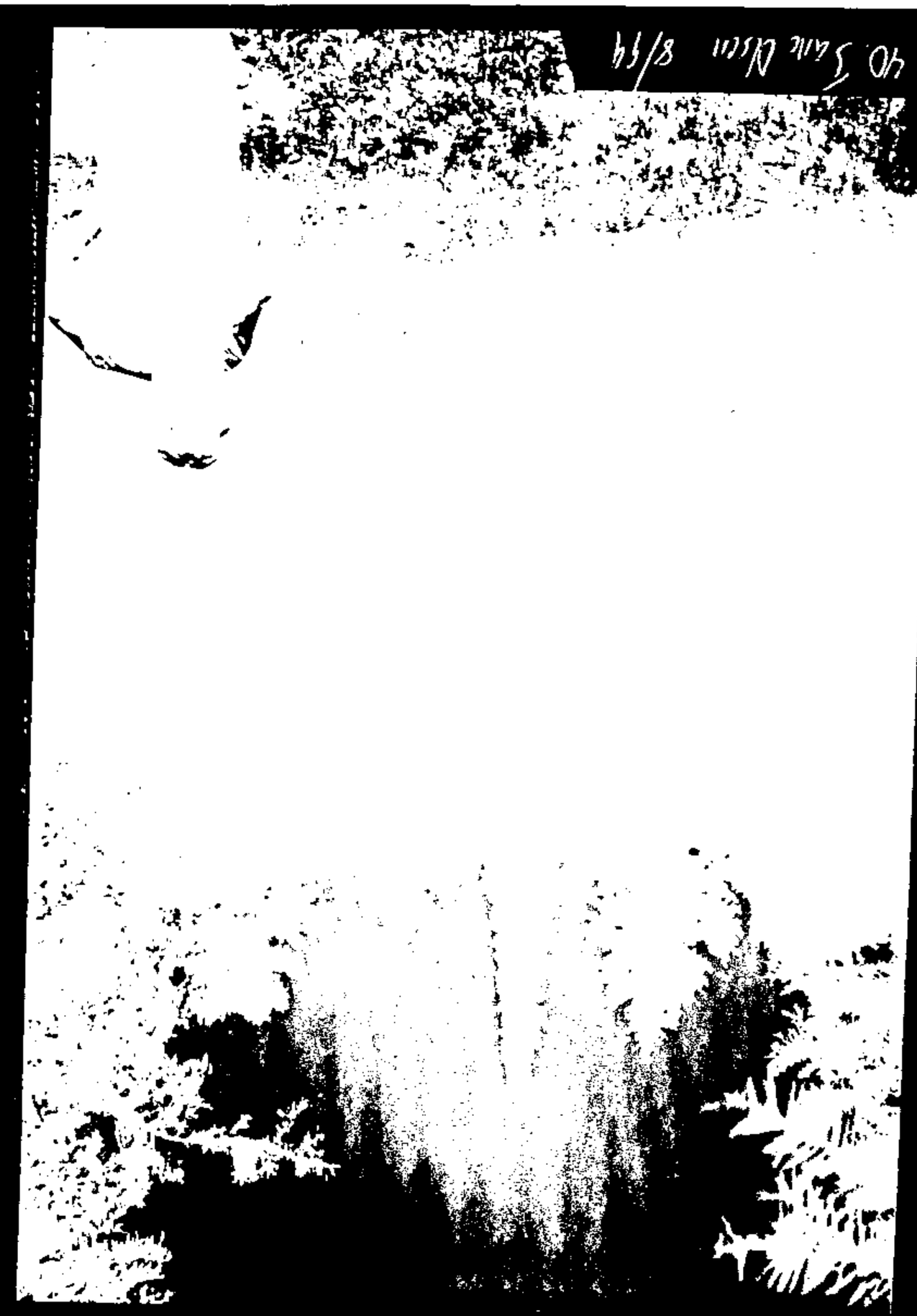
BEAR AND HUMMINGBIRD FEEDER



39. Jane Olsen 8/99

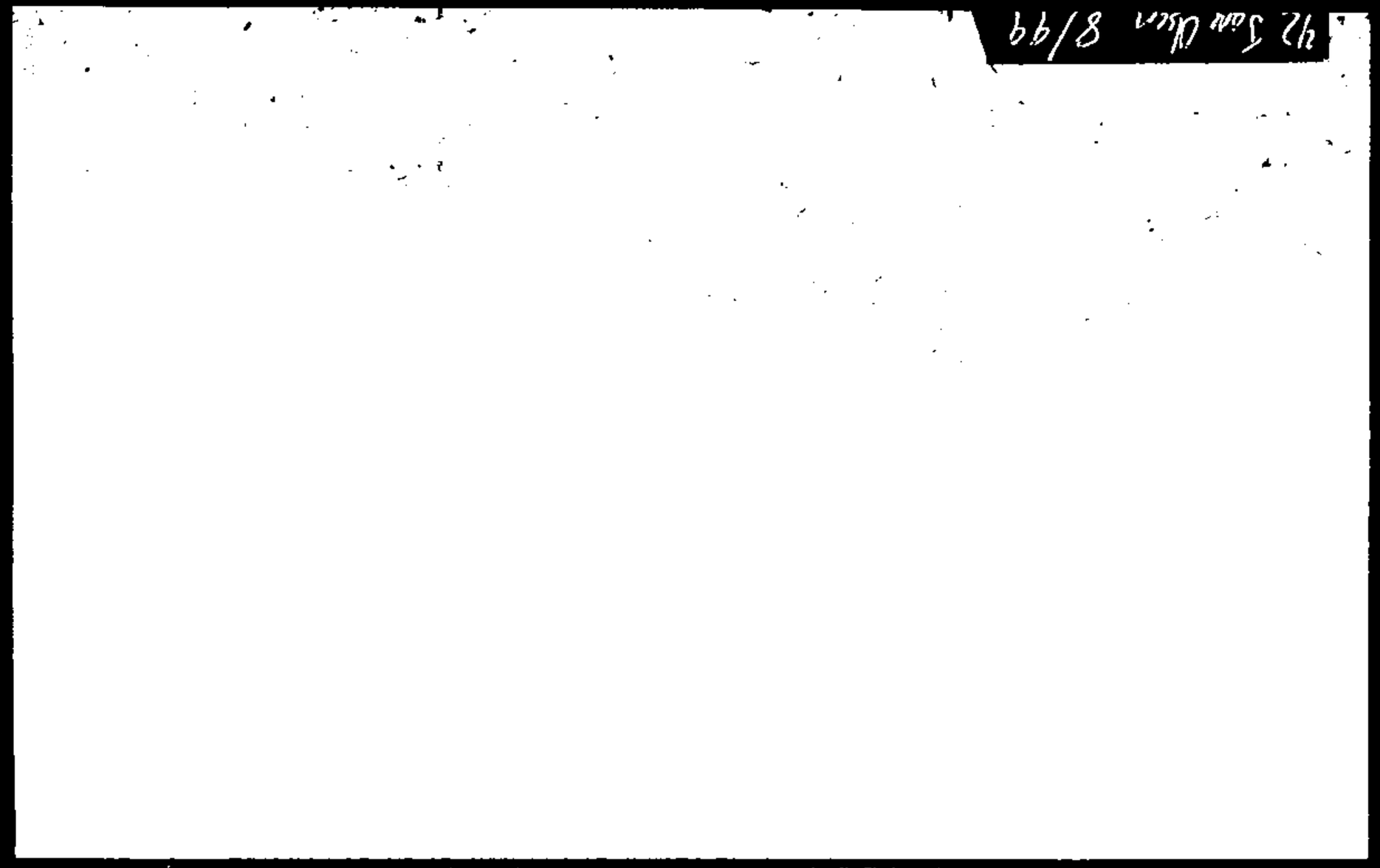
Jane Olsen 8/99

Jane Olsen 8/99



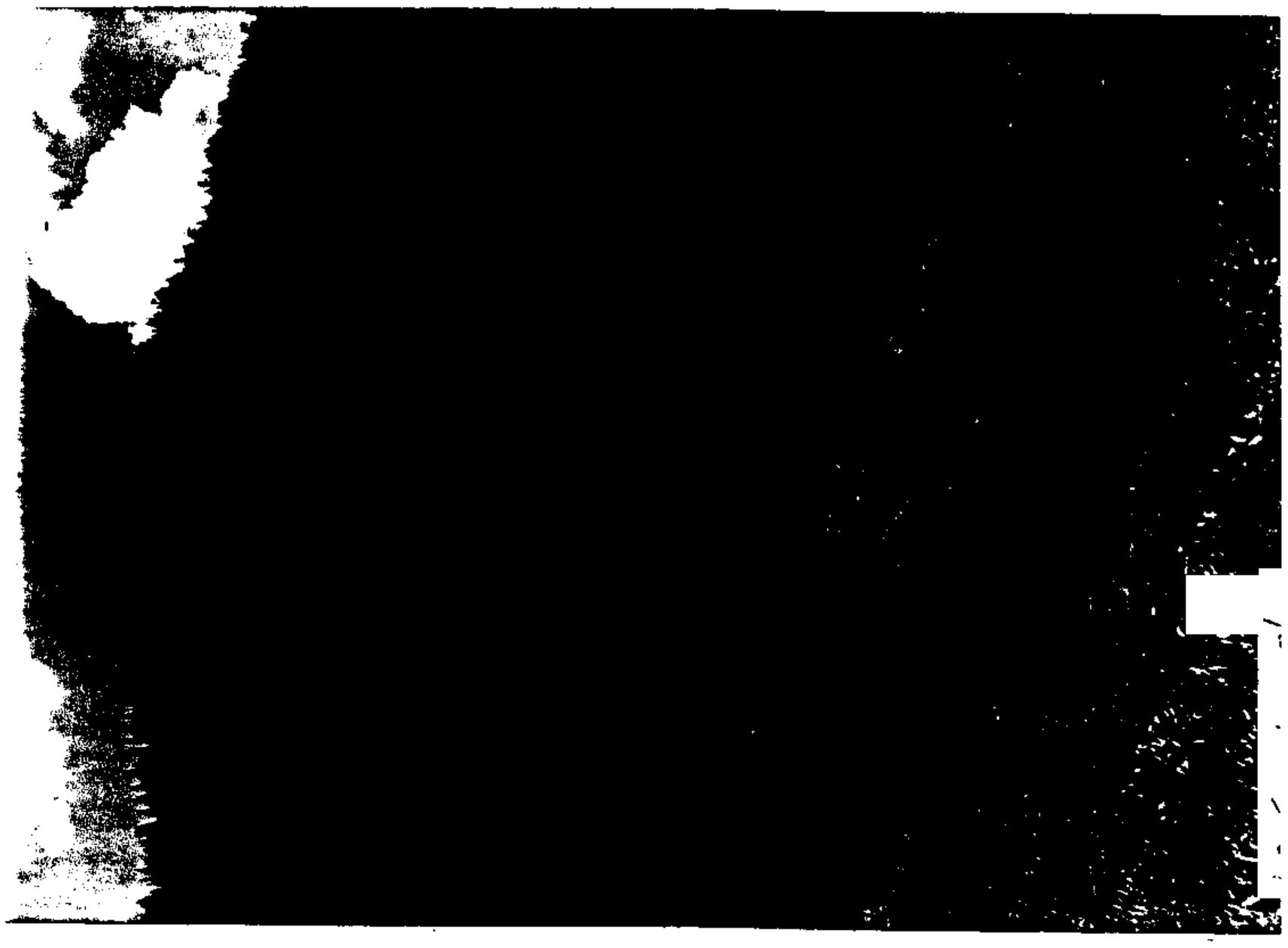
40 Sale Dixon 8/94

752



92 Sam Dixon 8/99

41 Jane Olsen 8/96



47. Sand Dune 8/99

48. Peter Dittner 11/99

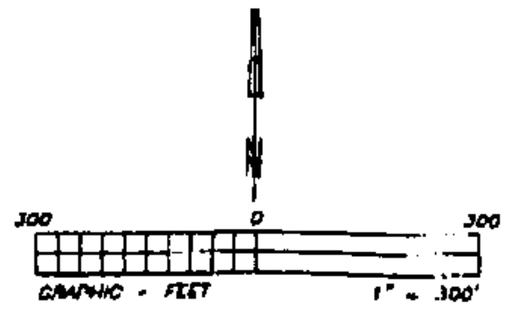
46 Pete Dittner 11/99

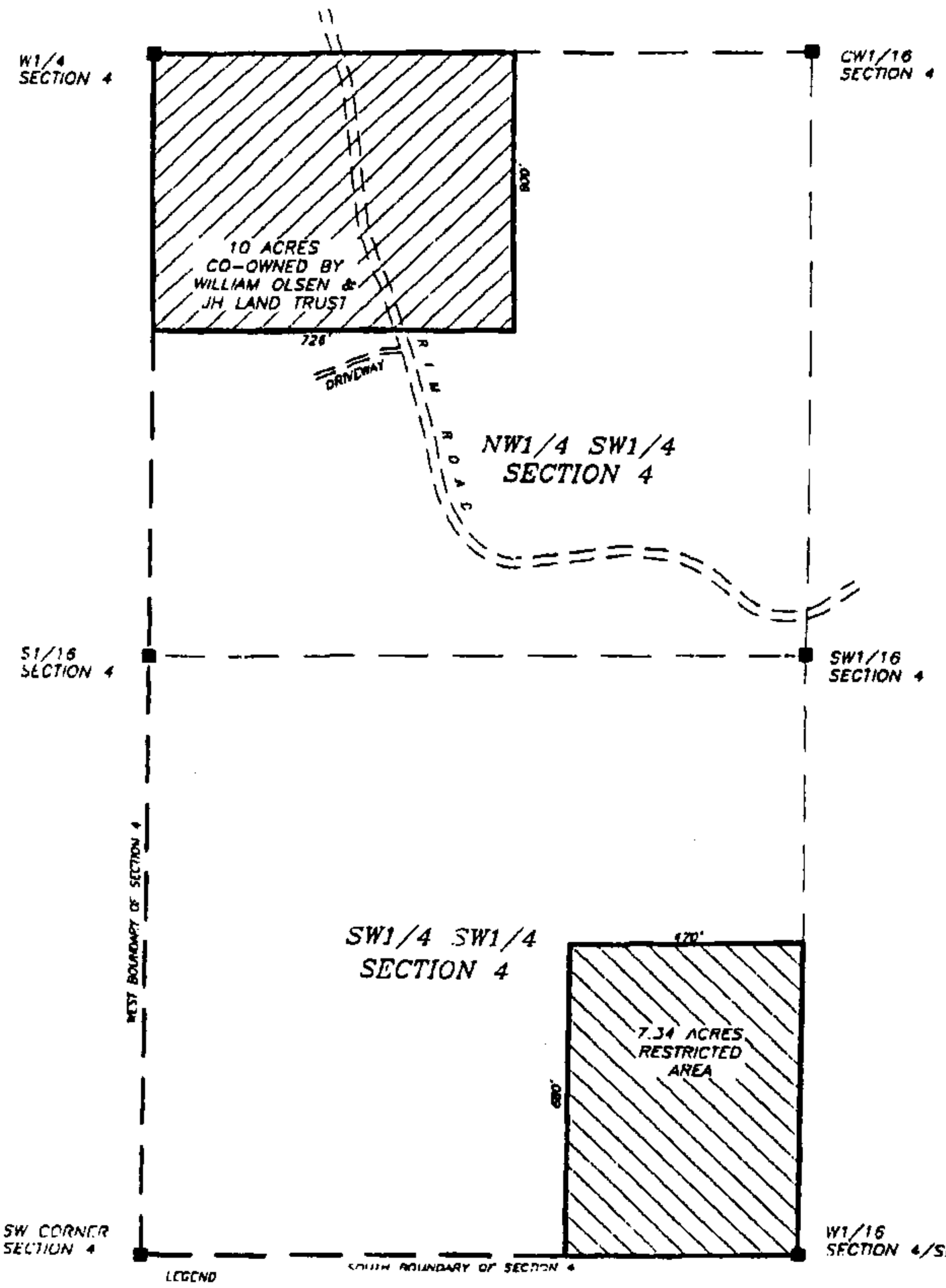
EXHIBIT E

LEGAL DESCRIPTION
FOR
ADJOINING PARCEL

All of the NW 1/4 SW 1/4 of Section 4, Township 36 North, Range 112 West, 6th P.M., Sublette County, Wyoming

encompassing an area of forty (40) acres, more or less.





LEGEND

- property line
- section line
- 1/4 section line
- 1/16 section line
- edge of road
- 10 acre parcel Co-owned by William R. Olsen & J.H. Land Trust
- 7.34 acre parcel Restricted Area

EXHIBIT

PREPARED FOR

WILLIAM R. OLSEN

SHOWING

W1/2 SW1/4 SEC. 4
T35N, R112W, 6TH P.M.

SUBLETTE COUNTY, WYOMING

Pierson Land Surveys P.C. P.O. Box 1143 180 S. Willow Jackson, WY 83001 (307) 733-6429